

**AMENDMENT NO. 1
CITY OF BROKEN ARROW
PROFESSIONAL ENVIRONMENTAL SUPPORT SERVICES
PROFESSIONAL SERVICES CONTRACT NUMBER: S.1609**

1. Architect/Engineer Firm:

- a. Name: Eagle Environmental Consulting, Inc.
- b. Telephone No.: (918) 272-7656
- c. Address: P. O. Box 335, Vinita, OK 741301

2. Project Title and Location: County Line Trunk Sewer Threatened and Endangered Species Biological Assessment and Report, Broken Arrow, OK

3. Contract for: Eagle Environmental Consulting proposes to perform a Biological Assessment (BA) and additional acoustic bat survey associated with approximately 2 miles of proposed sanitary sewer trunk line corridor between E. 121st and E. 141st Streets South; between 9th and 23rd Streets in Broken Arrow, OK.

4. Contract Data:

- a. Contract Amount: **Not to exceed amount of Ten Thousand Dollars (\$10,500.00).**
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 21 calendar days.

5. The City of Broken Arrow, represented by the City Manager, and the Professional Service Provider, identified in paragraph 1, agree to perform this contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of this contract. In the event of conflict, these documents shall be interpreted in the following order:

- a. This Contract
- b. Duly Authorized Change Orders arising out of this Contract
- c. Special Provisions set out in this Contract
- d. General Provisions set out in this Contract
- e. A/E's Proposal for this Contract

6. Contract approved by the Assistant City Manager on: _____

**CITY OF BROKEN ARROW
PROFESSIONAL ENVIRONMENTAL SUPPORT SERVICES
PROFESSIONAL SERVICES CONTRACT NUMBER: S.1609**

The City of Broken Arrow and Eagle Environmental Consulting, Inc., with its principal place of business located at P.O. Box 335, Vinita, OK 743014, hereby enters into the following Contract:

The City Manager, representing the City of Broken Arrow, is contracting to acquire the professional services of the Consultant to provide Acoustic Bat Survey, American Burying Beetle Presence Survey, and agency coordination associated with approx. two miles of proposed trunk line corridor between E. 121st and W. 141st Streets South between 9th and 23rd Streets in Broken Arrow, OK

The Consultant shall perform all duties, responsibilities and requirements set out in the Professional Services Contract Special Provisions Attachment, attached hereto and made a part hereof.

These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within Twenty-one (21) calendar days.

It is agreed that the Consultant shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not To Exceed Ten Thousand and Five Hundred and No/100 (\$10,500.00) for the entire Scope of the Professional Services rendered. The City Engineer will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the consultant and the City on the hours required for the work item. The Consultant shall submit invoices requesting payment for services rendered to the City Engineer monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City Engineer. Payment will be made following the first eligible City Council meeting occurring after the date on the invoice.

The Consultant agrees that this professional service shall be treated as an important service to the City and also agrees to commit the time necessary to perform the professional services in a professional manner.

The parties agree that the Consultant's position is not a traditional City employee position; therefore the foregoing constitutes all the benefits and other forms of compensation due the Consultant, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Consultant agrees to abide by and comply with all of the City's Administrative Policies.

The Consultant shall acquire all insurance policies required for professional liability insurance, auto insurance, and/or health insurance. The Consultant shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements.

The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto. IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

Approved as to form:

City of Broken Arrow


Assistant City Attorney
Deputy

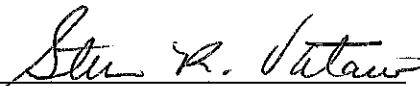
By: _____
Michael Spurgeon, City Manager

Attest:

Date _____

City Clerk

Eagle Environmental Consulting, Inc.

By: 

Attest:


Corporate Secretary (Seal)

Date: DEC. 19, 2018



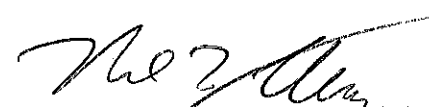
VERIFICATIONS

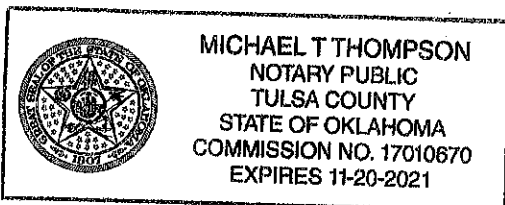
State of Oklahoma)
County of Tulsa) §.

Before me, a Notary Public, on this 19th day of December 2018, personally appeared Steve Votaw, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or specify)) of Eagle Environmental Consulting, Inc. to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

11/20/2021


Notary Public



**CITY OF BROKEN ARROW
PROFESSIONAL ENVIRONMENTAL SERVICES
SPECIAL PROVISIONS ATTACHMENT**

**SPECIAL PROVISIONS
PROJECT NUMBER S.1609**

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Acoustic Bat Survey, American Burying Beetle Presence Survey, and agency coordination associated with approx. two miles of proposed trunk line corridor between E. 121st and W. 141st Streets South between 9th and 23rd Streets in Broken Arrow, OK.

SP- 2.0 SERVICES OF THE CITY: THE CITY WILL:

2.1. Furnish to Consultant all data in its possession, and needed engineering guidance as necessary for the service provider to complete the contract requirements.

2.2. Designate in writing a person to act as its representative in respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

SP -3.0 SCOPE OF SERVICES: THE CONSULTANT SHALL:

3.1 T&E Species Biological Assessment - Perform a project area biological assessment and determination of effect for the federally-listed threatened/endangered (T&E) species for Tulsa County, Oklahoma. The proposed effort would include evaluation of the existing habitat and a determination of potential presence of federally-listed species or their habitat:

- Survey of project area to determine existing habitat characteristics and potential effect in terms of the
- expected construction related impacts
- Photo-document representative habitat
- Perform habitat assessment and impact determination for the respective listed T&E species
- Incorporate USFWS IPAC Results
- Incorporate ABB and Acoustic Bat Reports of Survey
- Complete the Species Conclusion Table
- Prepare and submit report of survey (electronic)
- The cost associated with performing the biological assessment for this project would be \$3,500.00.

3.2 Acoustic Bat Surveys, Additional Survey Effort - Acoustic Bat Surveys were conducted in August 2018 to determine presence or probable absence of the federally threatened Northern Long-eared bat (*Myotis septentrionalis*) within the project area. The original scope of work

included 4 detector sites to record bat calls for a total of 8 detector nights. The initial 4 detectors were deployed within appropriate habitats along the proposed corridor. Two (2) detector nights were initially required at each detector site to establish the minimum survey effort of 8 detector nights relative to the project area (approximately 2 miles). Based on end of survey season timing and forecasted precipitation, EEC recommended deploying 4 additional detectors to ensure an acceptable level of effort. Eight (8) total detectors were deployed and the total detectors nights acquired was 16. Detector night 1 (4 original detectors) was rendered invalid due to rainfall (loss of 4 detector nights). Detector nights 2 & 3 were not affected by precipitation. The 4 initially-set detectors remained active and functional for a total of 2 nights each (8 total detector nights) (approval from the US Fish and Wildlife Service to extend the survey effort beyond August 15 was requested and approved). The 4 supplemental detectors deployed prior to detector night 2 were also active and functional for 2 detector nights (8 detector nights). The additional effort expended is listed as follows (based on the additional costs described in the original Agreement):

Task I – Eight additional detector nights (\$500/night) - \$4,000.00 (No charge for site selection or deployment of the 4 additional detectors)

Task II – Twelve nights of call file vetting and species identification (\$250/night) - \$3,000.00 (8 additional and 4 lost detector nights)

Task III – Additional data evaluation and inclusion in the Report of Survey (\$100/night) – No Charge

The total supplemental acoustic survey and species identification effort cost is \$7,000.00.

[END OF CONTRACT SPECIAL PROVISIONS]