

**CONTRACT
CITY OF BROKEN ARROW
PROFESSIONAL CONSULTANT SERVICES
FOR
ASBESTOS SURVEY OF SIX RESIDENTIAL PROPERTIES
PROFESSIONAL SERVICES CONTRACT NUMBER ST1210**

1. Architect/Engineer Firm:

- a. Name: Earth Tech Enterprises, Inc.
- b. Telephone No.: 913-712-9163
- c. Address: 5409 East 15th Street, Tulsa, OK 74112

2. Project Title and Location: Asbestos Investigation of Six (6) Residential Properties in the City of Broken Arrow.

3. Contract for: Professional consultant services for an asbestos survey on six (6) residential properties located at 221 North 9th Street, 310 North 9th Street, 312 North 9th Street, 825 East Dallas Street, 845 East Elgin Street, and 1001 Wesley Drive that have been acquired by the City of Broken Arrow. The survey will meet Oklahoma Department of Environmental Quality requirements for National Emissions Standards for Hazardous Air Pollutants (NESHAP) notification prior to demolition. Consultant will also prepare a design for removal of any asbestos materials discovered during the survey. Consultant will provide on-site air monitoring and job oversight during asbestos abatement procedures as needed on an hourly basis.

- a. Contract Amount: Not to exceed \$1,950.00 (One Thousand Nine Hundred Fifty and No/100 Dollars).
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 30 calendar days.

5. The City of Broken Arrow (“City”), represented by the Engineering and Construction Department Director, and the Consultant, 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 Amendments to this Contract
- c. Special Provisions set out in this Contract
- d. General Provisions set out in this Contract
- e. Consultant’s Proposal for this Contract

6. Contract approved by the Engineering and Construction Department Director on: _____

08/21/17

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The City of Broken Arrow, an Oklahoma Municipal Corporation (City) and Earth Tech Enterprises, Inc. (Consultant) with his principal place of business located at 5409 East 15th Street, Tulsa, OK 74112, hereby enter into the following Contract:

The Engineering and Construction Department Director, representing the City, desires to employ the professional services of the Consultant to conduct an asbestos survey on six (6) residential properties located at 221 North 9th Street, 310 North 9th Street, 312 North 9th Street, 825 East Dallas Street, 845 East Elgin Street, and 1001 Wesley Drive in Broken Arrow, prior to demolition or removal of the structures, and preparation of a project design for removal of any asbestos materials discovered during the survey. The Consultant may be required to provide onsite air monitoring and job oversight during asbestos abatement procedures on a per-day basis, at the City's discretion.

The Consultant shall perform all duties, responsibilities and requirements set out in the Professional Services Contract ST1210, Asbestos Survey of Six Residential Properties 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 Thirty (30) calendar days.

It is agreed that the Consultant shall be compensated at a rate not to exceed One Thousand Nine Hundred Fifty and No/100 (\$1,950.00) for the entire Scope of the Professional Services rendered. The Consultant shall submit invoices, requesting payment for services rendered, to the City Engineer in accordance with the completion of the tasks described in the Consultant's proposal in Exhibit 1. Partial payments based on the percentage of work completed may be made on a monthly basis. 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 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:
Lesli Myers
Assistant City Attorney

City of Broken Arrow, Oklahoma
A Municipal Corporation
By: *A.M. Mills*
Alex M. Mills, Engineering and
Construction Department Director

Attest:

City Clerk [Seal]

Date *8-21-17*
Earth Tech Enterprises, Inc.

By: *Daryl L. Lessin*
5409 East 15th Street
Tulsa, OK 74112
Attest:



Corporate Secretary (Seal)
Date: *8-18-17*

VERIFICATIONS

State of Oklahoma)
) ss.
County of Tulsa)

Before me, a Notary Public, on this *18th* day of *August* 20 *17*, personally appeared *Daryl Lessin*, known to me to be the *President*, Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or specify)) of Earth Tech Enterprises, Inc., and 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:
12-8-2020

Sandy Brannon
Notary Public

**CITY OF BROKEN ARROW
PROFESSIONAL CONSULTANT SERVICES
FOR
ASBESTOS SURVEY OF SIX RESIDENTIAL PROPERTIES
PROFESSIONAL SERVICES CONTRACT NUMBER ST1210
SPECIAL PROVISIONS ATTACHMENT**

**SPECIAL PROVISIONS
PROJECT NUMBER 161714**

SP - 1.0 SCOPE OF THE PROJECT: Perform an asbestos survey and prepare a design for an asbestos removal contract to be issued by the City for six (6) residential properties located at 221 North 9th Street, 310 North 9th Street, 312 North 9th Street, 825 East Dallas Street, 845 East Elgin Street, and 1001 Wesley Drive, acquired by the City.

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

- 2.1. Furnish to Consultant all data, in its possession, necessary for the service provider to complete the contract requirements.
- 2.2. Provide access to the property for the Consultant.
- 2.3. 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 Prior to demolition of the buildings, the Consultant will provide the following professional services for a Lump Sum price of \$1,950.00.
 - 3.1.1. Professional services for an asbestos survey of six (6) residential properties located at 221 North 9th Street, 310 North 9th Street, 312 North 9th Street, 825 East Dallas Street, 845 East Elgin Street, and 1001 Wesley Drive in Broken Arrow to meet Oklahoma Department of Environmental Quality (ODEQ) requirements for NESHAP notification prior to demolition. A report describing any asbestos-containing materials discovered will be submitted.
 - 3.1.2. Preparation of a design, including estimated cost for removal of any asbestos materials discovered during the survey, suitable for the City to use for obtaining quotes or bids for the removal.

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CONSULTANT'S PROPOSAL



7/5/17

Mr. Jeff Westfall
Project Engineers
485 North Poplar Ave
Broken Arrow, OK 74013

Project: Asbestos Surveys

Dear Mr. Baumann:

We will provide an asbestos surveys in the for pre-demolition in the referened properties for the sum of:

Three hundred twenty five and 00/100.....\$325.00 per structure

All suspect materials will be sampled and identified for the presence of asbestos containing materials.

This price is inclusive of laboratory analysis, travel, and on site sampling. It is a turn key price.

If you have any questions please feel free to contact us.

Thank you,

A handwritten signature in cursive script that reads "Daryl L. Lessin".

Daryl L. Lessin
President
Management Planner License #133585
Project Designer License #143842

Earth Tech Enterprises, Inc.
5409 E 15th St
Tulsa, OK 74112
918-712-9163