

**CONTRACT
CITY OF BROKEN ARROW
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES
PROFESSIONAL SERVICES CONTRACT**

1. Architect/Engineer Firm:

- a. Name: A & M Engineering and Environmental Services, Inc.
- b. Telephone No.: (918) 665-6575
- c. Address: 10010 East 16th Street, Tulsa, OK 74128

2. Project Title and Location: Phase I Environmental Site Assessments for the commercial property located at 115 E. Fort Worth Street, Broken Arrow, OK 74012.

3. Contract for: Providing Phase I Site Assessment and Report. Work performed under the contract shall be performed on a lump sum basis and invoiced accordance with the attached Special Provisions.

4. Contract Data:

- a. Contract Amount: Not to exceed a total amount of Two Thousand Five Hundred Dollars (\$2,500.00).
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 14 calendar days.

5. The City of Broken Arrow, represented by the Assistant 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 as reference only for this Contract (Exhibit One)

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

**CITY OF BROKEN ARROW
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES
PROFESSIONAL SERVICES CONTRACT**

The City of Broken Arrow and A & M Engineering and Environmental Services, Inc, with its principal place of business located at 10010 East 16th Street, Tulsa, OK 74467, hereby enters into the following Contract:

The Assistant City Manager, representing the City of Broken Arrow, is contracting to acquire the professional services of the Consultant to provide Phase I Environmental Assessment and Report.

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 Fourteen (14) calendar days.

It is agreed that the Consultant shall be compensated on a lump sum basis, invoice itemized by site and the total compensation under this contract is Not To Exceed Two Thousand Five Hundred and No/100 (\$2,500.00) 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:

[Signature]
Assistant City Attorney

City of Broken Arrow

By: [Signature]
Kenneth D. Schwab, Assistant City Manager

Attest:

[Signature]
City Clerk



Date 4/1/19

A & M Engineering and Environmental Services, Inc.

By: [Signature]
Tolga M. Ertugrul, President

Attest:

[Signature]
Corporate Secretary (Seal)

Date: 3/26/19

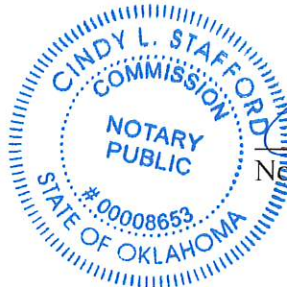
VERIFICATIONS

State of Oklahoma)
) §.
County of Tulsa)

Before me, a Notary Public, on this 26th day of March 20 19, personally appeared Tolga Ertugrul, known to me to be the (President), Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or specify) of **A & M Engineering and Environmental Services, 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:

6/19/20



[Signature]
Notary Public

**CITY OF BROKEN ARROW
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES
SPECIAL PROVISIONS ATTACHMENT**

SPECIAL PROVISIONS

SP - 1.0 SCOPE OF THE PROJECT:

- 1.1. Providing Phase I Site Assessment and Report. Work performed under the contract shall be performed on a lump sum basis and invoiced accordance with the attached Special Provisions.

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. Phase I ESAs will be performed in accordance with ASTM Standard E1527-13 (Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process) in order to assess the environmental condition of the site and to satisfy environmental due diligence requirements. A summary of the assessment process, research materials/records, site illustrations, findings, and recommendations will be compiled in a single report for the site. An electronic PDF version and one (1) hard copy of the report will be provided.
- 3.2. No sampling, borings, or laboratory analyses are included. No asbestos, lead based paint, mold or structural integrity inspections/evaluations are included. No confined spaces, areas requiring specialized training or personal protection will be entered or inspected.
- 3.3. Work will be billed on a lump sum basis and will include all costs associated with the performance of the work, including any support and supervision cost required from the Consultant.

[END OF CONTRACT SPECIAL PROVISIONS]

**CONTRACT
FOR
PROFESSIONAL SERVICES CONTRACT
CITY OF BROKEN ARROW**

CONSULTANT'S PROPOSAL FOR REFERENCE ONLY

EXHIBIT 1



**A & M Engineering and
Environmental Services, Inc.**
Consulting - Design - Construction - Remediation

March 22, 2019

Mr. Roger D. Hughes, P.E.
Engineering Division Manager
City of Broken Arrow
485 North Poplar Avenue
Broken Arrow, Oklahoma 74012-2336

A & M Proposal Number 19-3106

Phone: (918) 259-7000 ext. 5260
Email: rhughes@brokenarrowok.gov

REF: Proposal for a Phase I Environmental Site Assessment for the commercial property located at 115 East Fort Worth Street, Broken Arrow, Oklahoma 74012.

Dear Mr. Hughes:

A & M Engineering and Environmental Services, Inc. (A & M) appreciates the opportunity to be of service and is pleased to offer the following proposal for a Phase I Environmental Site Assessment (ESA) to be performed at the above referenced site. Based on review of Tulsa County Assessor records, A & M understands that the site measures approximately 1.67 acres and that portions of the site are owned by the City of Broken Arrow, James A. and Joella Parks Groves, and the Missouri-Kansas-Texas Railroad. Please review the following proposed scope of work, terms and conditions, and costs:

Proposed Scope of Work

A Phase I ESA will be performed in accordance with ASTM Standard E1527-13 (Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process) in order to assess the environmental condition of the site and to satisfy environmental due diligence requirements. A summary of the assessment process, research materials/records, site illustrations, findings, and recommendations will be compiled in a single report for the site. An electronic PDF version and one (1) hard copy of the report will be provided.

Terms and Conditions

- No sampling, borings, or laboratory analyses are included.
- No asbestos, lead based paint, mold, or structural integrity inspections/evaluations are included.
- No confined spaces will be entered or inspected.
- No areas requiring specialized training or personal protection will be entered.
- Payment terms are net thirty (30) days.
- Payment of an invoice constitutes final approval of all work performed.

Costs

The total fixed fee cost for this service is **\$2,500.00**.

City of Broken Arrow
Phase I ESA Cost Estimate
March 22, 2019

Thank you for considering A & M for this project. If you have any questions, please contact us at (918) 665-6575 or via email.

Respectfully,
A & M Engineering and Environmental Services, Inc.



Justin Scott
Environmental Specialist
jscott@aandmengineering.com



Jeff Elbert
Director of Compliance
jelbert@aandmengineering.com

Proposal Accepted By:

Please acknowledge your acceptance of this Proposal including the Proposed Scope of Work, Terms and Conditions, and Costs contained herein by providing the information below, signing, and returning via email to jelbert@aandmengineering.com.

Signature

Date

Print Name

City of Broken Arrow
Organization Name