

**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
PROPERTY ACQUISITION FOR
ARMED FORCES MEETING HALL
PROJECT NO. 176050**

1. Professional Service Provider:

- 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 Assessment for the property in acquisition for the Armed Forces Meeting Hall located at 1117 South Main Street, Broken Arrow, OK 74012. (Refer to Exhibit One)

3. Contract for: Providing professional Phase I Site Assessment and Report services associated with public works projects for the City of Broken Arrow. Professional services to include 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.. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in the Professional Services Contract Special Provisions Attachment, attached hereto and made a part hereof. The Professional Service Provider 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.

4. Compensation: Professional Service Provider 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 Two Thousand Five and No/100 (\$2,500.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

5. Invoicing and Payment: The Professional Service Provider 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.

6. Time for Performance: These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within Fourteen (14) calendar days after the

date the Notice to Proceed is issued. The City Engineer will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the City on the hours required for the work item.

7. Liquidated Damages: N/A.

8. Insurance: The Professional Service Provider shall acquire all insurance policies required for professional liability insurance, general liability, auto insurance, workers' compensation and/or health insurance. The Professional Service Provider shall provide proof of general liability and professional liability insurance coverage acceptable to the City Engineer on or before the effective date of this Agreement.

9. Immigration Compliance: The Professional Service Provider shall comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”).

10. Governing Documents: The parties 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. Professional Service Provider's Proposal for this Contract

11. Entirety of Agreement: The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto.

12. Effective Date: This Contract is effective on the date executed by the City Manager of the City of Broken Arrow.

[END OF PAGE]

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:

L. Schwab 8/27/19
Assistant City Attorney

By: *Kenneth D. Schwab*
Kenneth Schwab, Assistant City Manager

Attest: *[Signature]*
City Clerk [Seal]



Date: 08-28-19

Professional Service Provider
(Entity's Full Legal Name)

By: [Signature]
Signature
Title: President Tolga Ertugrul
Official's Full Name, Office
Date: 8-21-2019

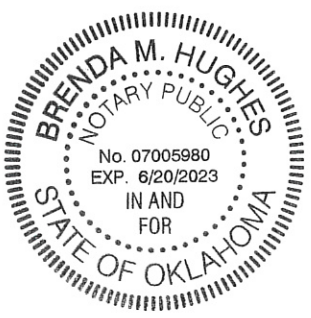
Attest:

By: _____
Signature or Corporate Seal
Title: Mica Fleet Accounting Manager
Official's Full Name, Office
Date: 8-21-19

VERIFICATIONS

State of Oklahoma)
County of Tulsa) §

Before me, a Notary Public, on this 21 day of August 2019, 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 s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.



Brenda M. Hughes
Notary Public

**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
PROPERTY ACQUISITION FOR
ARMED FORCES MEETING HALL
PROJECT NO. 176050
SPECIAL PROVISIONS ATTACHMENT**

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]

EXHIBIT ONE

AERIAL MAP OF PROPERTY

