

**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
PARK AT ADAMS CREEK RESERVE F OUTLET STRUCTURE
PROJECT NUMBER: SW26210**

1. PROFESSIONAL SERVICE PROVIDER:

- a. Name: Building & Earth Sciences, LLC
- b. Telephone No.: 918.439.9005
- c. Address: 1403 S. 70th E. Ave. Tulsa, Oklahoma, 74112

2. PROJECT TITLE AND LOCATION: PARK AT ADAMS CREEK RESERVE F OUTLET STRUCTURE IMPROVEMENTS LOCATED ADJACENT TO DICK'S SPORTING GOODS NORTH OF ALBANY DRIVE.

3. Contract for: Providing professional survey services associated with public works projects for the City of Broken Arrow. Professional services to include providing geotechnical and related support services. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in Attachment A hereto. 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 Five Thousand Nine Hundred Ninety and No/100 (\$5,990.00) 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 monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City. Payment will be made within 30 days 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 thirty (30) calendar days after the date the Notice to Proceed is issued. The City 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. 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 to the City on or before the effective date of this Agreement.

During the performance of the services under this Professional Services Contract, the Professional Service Provider shall maintain the insurance coverage required below and the City shall be named as an Additional Insured on each required policy:

- (1) General Liability Insurance, with a combined single limit of \$2,000,000 for each occurrence and \$2,000,000 in the aggregate;
- (2) Automobile Liability Insurance, with a combined single limit of not less than \$1,000,000 for each person, not less than \$1,000,000 for each accident and not less than \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$2,000,000 annual aggregate.

8. Indemnification: The Professional Services Provider agrees to defend, indemnify, and hold harmless the City, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of The Professional Services Provider, its agents or employees.

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. Firearms Industry Nondiscrimination: Professional Service Provider certifies, pursuant to 21 O.S. § 1289.31, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and that it will not so discriminate during the term of this Agreement. This clause applies only if Professional Service Provider is a company with at least ten (10) full-time employees and the Agreement value is at least \$100,000 paid in whole or in part from BAMA funds.

11. 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. Attachment A to this Contract
- c. Duly Authorized Amendments arising out of this Contract

12. Electronic Signatures:

The Parties agree this transaction may be completed by electronic means and an electronic signature on this Contract will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because it is in electronic form. If the Professional Services Provider signs this Contract electronically and/or submits documents electronically, the Professional Services Provider agrees to comply with the City's requirements for submission of electronically signed and/or submitted documents.

13. Governing Law: This agreement shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

14. 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.

15. Effective Date: This Contract is effective shall be effective upon signature of both parties.

REMAINDER OF PAGE INTENTIONALLY BLANK

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.

City of Broken Arrow, a municipal corporation:

Professional Service Provider:
Building & Earth Sciences, LLC

By: Kenneth D. Schwab
Kenneth D. Schwab, Assistant City
Manager-Operations

By: Marco Vicente Silvestre
Name: Marco Vicente Silvestre, PG, PE

Date: 07-09-26

Title: Regional VP | Principal

Attest: Curtis Green
City Clerk [Seal]



Date: July 8, 2026

Date: 7/9/2026

Attest: Spencer Harris
By: Spencer Harris
Name: Spencer Harris, PG
Title: Branch Manager

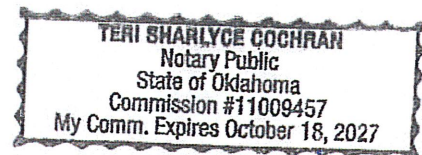
Date: July 8, 2026

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
County of Nowata) §
County of Tulsa)



Before me, a Notary Public, on this 8 day of July, 2026,
personally appeared Marco Silvestre, known to me to be the (President,
Vice-President, Corporate Officer, Member, Partner or Other: Principal
(Please circle or specify) of Company 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.

Teri Sharlyce Cochran
Notary Public

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ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Geotechnical and Related Support Services associated with The Park at Adams Creek Reserve F in Broken Arrow. Services performed to include boring on the west and east side of the creek leaving Reserve F on the north side of the property. Work performed under the contract shall be performed on a not to exceed contract as requested by the City.

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

2.1. Furnish to Professional Service Provider 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 PROFESSIONAL SERVICE PROVIDER SHALL:

3.1 The Professional Service Provider shall provide a geotechnical report to determine general subsurface conditions and to gather data on which to base a geotechnical evaluation with respect to the proposed outlet structure construction. The information gathered from the exploration will be evaluated to determine suitable bearing materials and allowable bearing capacity for the proposed outlet structure. The work will include test borings, laboratory analysis and geotechnical evaluation appropriate to address the geotechnical aspects of the proposed outlet structure construction. The subsurface exploration will consist of (2) test borings, one on each end of the wall. B-01 to be sampled to a max depth of 20 ft. and HB-01 to be sampled to a max depth between 10 to 15 ft. See attached Attachment B for location of borings. A report shall also be provided that will address the following items:

- Summary of existing surface conditions
- A description of the subsurface conditions encountered at the boring location
- A description of the groundwater conditions observed in the boreholes during drilling.
- Presentation of laboratory test results
- Recommendations to be used for foundation design, including appropriate bearing material types, bearing pressure, and depth.

- Presentation of expected total and differential settlements, and recommendations to reduce the expected movements, if appropriate.

Professional services provider will contact OKIE811 line location service prior to drilling to reduce the chance of disturbing underground utilities.

3.2 Work will be a not to exceed contract all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

[END OF ATTACHMENT A]

ATTACHMENT B

