

**AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES CONTRACT NO. 176037
CITY OF BROKEN ARROW
ENVIRONMENTAL AND RELATED SUPPORT SERVICES**

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 II Environmental Site Assessment and Report for City of Broken Arrow Events Park Adult Softball Complex Site.

3. Amendment for: Additional Phase II Environmental Services based on findings from the limited Phase II investigation previously completed.

4. Contract Data:

- a. Contract Amount: \$4,785.00
- b. Amendment Amount: \$3,575.00
- c. Total Not to Exceed: \$8,360.00
- d. Liquidated Damages: N/A.
- e. The total time allowed for contract completion of original Contract (14 calendar days) and Amendment No. 1(14 calendar days) is **28** calendar days.

5. The City of Broken Arrow ("City"), represented by the Assistant City Manager, 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

6. Amendment approved by the Acting City Manager on: 05-15-19

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SPECIAL PROVISIONS

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Additional Services related to the Phase II Environmental Site Assessment and Report for City of Broken Arrow at Events Park Adult Softball Complex site. Work performed under the contract shall be performed on a lump sum basis and invoiced by site as requested by the City.

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. BACKGROUND:

A Limited Phase II ESA previously completed on the above-referenced site identified impacts to surface soils consisting of Total Petroleum Hydrocarbons Oil-Range Organics (TPH-ORO) and TPH Diesel-Range Organics (TPH-DRO) in concentrations above the Oklahoma Residential Screening Level (RSL) for TPH in soil. Based on this finding, it has been recommended that additional investigation be conducted on the property to determine the extent of soil impact. This proposal provides A & M's cost to provide additional investigation in accordance with the following Scope of Work:

3.2. ADDITIONAL INVESTIGATION:

3.2.1. Six (6) soil sample locations will be selected near the sample location exhibiting elevated concentrations of TPH-ORO and TPH-DRO (SS #2) based on visible observations, drainage patterns, reasonable suspicion, and/or portable Photoionization Detector (PID) readings. At each location, a hand auger will be used to advance borings to a maximum depth of eighteen (18) inches and up to two (2) samples will be collected: one (1) from between zero (0) and six (6) inches, and one (1) from a maximum depth of six (6) to eighteen (18) inches. Soil samples will be analyzed for Total Petroleum Hydrocarbons (Gasoline Range-, Diesel Range-, and Oil Range Organics), and Benzene, Toluene, Ethylbenzene, and Xylenes (BTEX) utilizing State of Oklahoma approved laboratory methods. A total of up to twelve (12) soil samples will be collected.

3.2.2. A record of materials encountered and PID readings will be maintained and included in the final Phase II ESA Report.

3.2.3 The findings will be compiled into a Phase II ESA Report complete with a site layout drawing, photographs, conclusions, and recommendations.

3.2.4 Soil cuttings collected during the sampling event will be returned directly to the auger holes.

3.3. Work will be billed on a lump sum basis and will include all costs associated with the performance of the work, indirect costs and including any support and supervision cost required from the Consultant.

[END OF CONTRACT SPECIAL PROVISIONS]

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this Agreement.

OWNER:

City of Broken Arrow, a Municipal Corporation

Approved as to form:

By *L. Eury*
Assistant City Attorney

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

Date *05-15-19*

Attest:

Curtis Green

Curtis Green, City Clerk

Date *5/15/19*



CONSULTANT:

A & M ENGINEERING AND
ENVIRONMENTAL SERVICES, INC.

By *Tolga M. Ertugrul*

Print *Tolga M. Ertugrul P.E.*

Title *President*

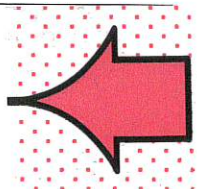
Date *5-1-19*

CORPORATE SEAL (If applicable)

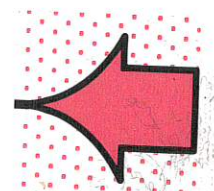
Attest:

By *T. E.*

Date *5/1/2019*



**SIGN
HERE**



**SIGN
HERE**

VERIFICATIONS (If not a corporation)

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 1st day of May, 2019, personally appeared Tolga Erteymel, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other: _____) of A & M ENGINEERING AND ENVIRONMENTAL SERVICES, 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:

6/19/20

Cay

Notary Public

