

**CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES AGREEMENT  
INNOVATION DISTRICT - LAND  
PHASE I ENVIRONMENTAL STUDY  
PROJECT NUMBER: 2117160**

**1. Professional Service Provider:**

- a. Name: Blackshare Environmental Solutions, LLC (CA 3695)
- b. Telephone No.: 918-388-0970
- c. Address: 5121 South Wheeling Ave. , Tulsa, Ok 74105

2. Project Title and Location: Phase I Environmental Study – **13400 block of E Florence Street, Broken Arrow, Oklahoma 74011, also described as started at the West line of the 100-year flood plain in the W/2 of the NW4, and the entire E/2 of the NW4 of Section 33, Township 18 North, Range 14 East. See attached drawing.**

**3. Contract for:** Providing professional engineering services associated with public works projects for the City of Broken Arrow. Professional services to include providing include Phase 1 Environmental Study at 13400 block of E Florence Street, **Broken Arrow, Oklahoma 74011 which is further identified as Tulsa County parcel number 98433-84-33-31410**, 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 as a lump sum of Three Thousand and No/100 Dollars (\$3,000.00) 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 \$1,000,000 for each occurrence and \$1,000,000 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 \$1,000,000 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. 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

**11. 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 is it 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.

**12. 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.

**13. 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.

**14. 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:  
Blackshare Environmental Solutions, LLC

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

Date: 4/23/2021

Attest: Curtis Green  
City Clerk [Seal]

Date: 4/23/2021



By: Derek T. Blackshare

Derek T. Blackshare  
Title: Member

Date: 4.21.21

Attest: Dan L. Wyllie  
By:

Title: COO

Date: 4.21.21

Approved as to form:

Danny Littlefield  
Assistant City Attorney

#### VERIFICATIONS

State of Oklahoma )  
County of Tulsa ) §

Before me, a Notary Public, on this 21st day of April 2021, personally appeared Derek Blackshare, known to me to be a Member of Blackshare Environmental Solutions, LLC., 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.

S. Michelle Gavlík  
Notary Public



**CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES AGREEMENT  
INNOVATION DISTRICT - LAND  
PHASE 1 ENVIRONMENTAL STUDY  
PROJECT NUMBER: 2117160**

**ATTACHMENT A**

**SP - 1.0 SCOPE OF THE PROJECT:**

Providing Professional Engineering and Related Support Services associated for Phase I Environmental Study at **13400 block of E Florence Street, Broken Arrow, Oklahoma 74011, also described as started at the West line of the 100-year flood plain in the W/2 of the NW4, and the entire E/2 of the NW4 of Section 33, Township 18 North, Range 14 East. See attached drawing, which is further identified as Tulsa County parcel number 98433-84-33-31410.**

1.1. 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 Professional services for Phase I Environmental Study at the undeveloped land and floodplain in the area of 13400 block of E Florence Street Broken Arrow, Oklahoma 74011, also described as beginning at the West line of the 100-year flood plain in the W/2 of the NW4, and the entire E/2 of the NW4 of Section 33, Township 18 North, Range 14 East. See attached drawing, which is further identified as Tulsa County parcel number 98433-84-33-31410. Blackshare Environmental Solutions, LLC., can provide engineering services on a lump sum basis not to exceed \$3,000. This would include:

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.

3.2 Work will be billed at lump sum of \$3,000.00 and will include 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]



April 13, 2021

Ms. Karen Pax  
City of Broken Arrow  
P.O. Box 610  
Broken Arrow, OK 74013

**Subject: Proposal for Phase I Environmental Site Assessment (ESA)  
86 Acres of Vacant Land  
Florence (111<sup>th</sup> St) and Olive (129<sup>th</sup> E. Ave)  
Tulsa County, Broken Arrow, OK**

Dear Karen:

Blackshare Environmental Solutions (Blackshare) is pleased to provide you with this proposal to prepare Phase I ESA for the above-referenced property. We understand that the property is vacant pasture. We will need the boundaries of the property to be assessed identified. Please mark them on the attached aerial photograph and return with your signed proposal if you elect to proceed.

The scope of the project and its approach would be to review historical information, regulatory agency databases, conduct a visual on-site inspection, and prepare a final report describing our findings and listing Recognized Environmental Conditions (RECs) consistent with the ASTM standard (E1527-13) for Environmental Site Assessments and All Appropriate Inquiry (AAI) regulations. The site inspection is designed to identify potential environmental issues such as indicators of soil or surface water contamination, underground storage tanks, and PCB containing equipment. Unless pre-authorized, no samples will be collected as a part of this Phase I ESA.

Our fixed fee quote to complete the Phase I ESAs is **\$3,000.00**. This quote includes all labor, expenses, insurance, overhead, profit and an electronic copy of the Phase I ESA Report. Note that once we receive authorization for this project, our fee is not contingent upon completion of any activity related to a real estate or other transaction. That is, if for some reason the pending transaction (loan, sale, purchase, lease, etc.) fails to take place, expenses will be incurred and invoiced up to the quoted price.


We can deliver a draft report within 15 working days of receiving your notice to proceed and will invoice you for the entire amount upon delivery of the final report. Our terms are net amount due upon receipt. This quote is valid for a period of 30 days unless extended in writing by Blackshare.

Upon acceptance of this proposal, Blackshare requests that you provide the following:

- a) Person(s) to contact for the on-site inspection and to fill out the user questionnaire;
- b) Assurance that property access has been received; and
- c) The name, phone number, and email address of the site contact above.

In addition, the ASTM Standard does not specify that recommendations be included in the report. However, we find that many clients prefer them. Please indicate your preference below.





West boundary  
100-year flood  
plain

This is an aerial photograph of a large, mostly brown agricultural field. A yellow line outlines a portion of the field on the left side, with a red arrow pointing to it from the 'West boundary 100-year flood plain' label. A red line outlines the eastern portion of the field, with a red arrow pointing to it from the 'East boundary line' label. In the bottom left, a multi-lane highway with yellow lane markings runs diagonally. To the right of the field, a road is labeled '138th E Ave'. At the bottom, a road is partially labeled 'Cree...'. The field contains some patches of green vegetation and a small pond or depression in the center-left area.

East boundary line

138th E Ave

Cree...