

CONTRACT
CITY OF BROKEN ARROW
PROFESSIONAL ENVIRONMENTAL SUPPORT SERVICES
PROFESSIONAL SERVICES CONTRACT NUMBER: S.1609

1. Architect/Engineer Firm:

- a. Name: Eagle Environmental Consulting, Inc.
- b. Telephone No.: (918) 272-7656
- c. Address: P. O. Box 335, Vinta, OK 741301

2. Project Title and Location: County Line Trunk Sewer Acoustic Bat Survey and Burying Beetle Presence Surveys, Broken Arrow, OK

3. Contract for: Acoustic Bat Survey, American Burying Beetle Presence Survey, and agency coordination associated with approx. two miles of proposed trunk line corridor between E. 121st and W. 141st Streets South between 9th and 23rd Streets in Broken Arrow, OK

4. Contract Data:

- a. Contract Amount: **Not to exceed amount of Ten Thousand Dollars (\$10,000.00).**
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 21 calendar days.

5. The City of Broken Arrow, represented by the 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 for this Contract

6. Contract approved by the Assistant City Manager on: 08-10-18

CITY OF BROKEN ARROW
PROFESSIONAL ENVIRONMENTAL SUPPORT SERVICES
PROFESSIONAL SERVICES CONTRACT NUMBER: S.1609

The City of Broken Arrow and Eagle Environmental Consulting, Inc., with its principal place of business located at P.O. Box 335, Vinta, OK 743014, hereby enters into the following Contract:

The City Manager, representing the City of Broken Arrow, is contracting to acquire the professional services of the Consultant to provide Acoustic Bat Survey, American Burying Beetle Presence Survey, and agency coordination associated with approx. two miles of proposed trunk line corridor between E. 121st and W. 141st Streets South between 9th and 23rd Streets in Broken Arrow, OK

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 Twenty-one (21) calendar days.

It is agreed that the Consultant 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 Ten Thousand and No/100 (\$10,000.00) 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: Kenneth D. Schwab
Kenneth Schwab, Assistant City Manager

Attest:

[Signature]
City Clerk



Date 08-10-18

Eagle Environmental Consulting, Inc.

By: Steve R. Votaw

Attest:

Corporate Secretary (Seal)

Date: _____



VERIFICATIONS

State of Oklahoma)
County of Tulsa) §.

Before me, a Notary Public, on this 10th day of August, 2018, personally appeared Steve Votaw, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or specify)) of Eagle Environmental Consulting, 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:

12-8-2020

Sandy Brannon
Notary Public

**CITY OF BROKEN ARROW
PROFESSIONAL ENVIRONMENTAL SERVICES
SPECIAL PROVISIONS ATTACHMENT**

**SPECIAL PROVISIONS
PROJECT NUMBER S.1609**

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Acoustic Bat Survey, American Burying Beetle Presence Survey, and agency coordination associated with approx. two miles of proposed trunk line corridor between E. 121st and W. 141st Streets South between 9th and 23rd Streets in Broken Arrow, OK.

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 See attached Consultant Proposal document in Exhibit 1.

[END OF CONTRACT SPECIAL PROVISIONS]

EXHIBIT 1
CONSULTANT PROPOSAL



**Eagle Environmental
Consulting, Inc.**

Scope of Work and Proposal
Acoustic Bat Survey
Proposed Sanitary Trunk Line Construction Project
Broken Arrow, Tulsa County, OK

Eagle Environmental Consulting proposes to perform an Acoustic Bat Survey associated with approximately 2 miles of proposed trunk line corridor between E. 121st and E. 141st Streets South between 9th and 23rd Streets in Broken Arrow, OK. Agency coordination is also included as part of this scope of work.

Acoustic Bat Surveys

Acoustic Bat Surveys would be conducted in an effort to determine presence or probable absence of the federally threatened Northern Long-eared bat (*Myotis septentrionalis*) within the project area. Based on the results of the previous USFWS coordination, acoustic surveys for the listed bat species may be required. EEC will develop and submit an acoustic survey study plan for USFWS approval prior to conducting the acoustic survey. Upon USFWS approval, EEC will initiate acoustic surveys in an effort to determine if the referenced bat species would be present within or near the project area. EEC would conform to the USFWS 2018 Indiana and Northern Long-eared bat Summer Survey Guidance protocol requirements. A minimum of 4 detectors would be placed within appropriate habitats along the proposed corridor. Two (2) detector nights will be required at each detector site to establish the minimum survey effort of 8 detector nights relative to the project area (approximately 2 miles) having potential disturbance to suitable bat habitats. Call analysis would be performed through software identification and then visually verified for accuracy of all recorded *Myotis* species call files. The following effort and costs for each task is proposed:

Task I - Acoustic study plan development and USFWS coordination - \$500.00

Task II - Detector site selection field reconnaissance prior to study plan approval - \$1,500.00

Task III – Deploy detectors and initiate data collection (4 detector sites over 2 detector nights) - \$2,000.00

Task IV – Visual call file analysis and species confirmation, Prepare and submit Report of Survey - \$1,500.00

The cost to perform the identified acoustic bat presence/probable absence survey associated with the project would be \$5,500.00 with a single report prepared. In the event additional survey-nights would be required due to detector vandalism, inclement weather, malfunction, recording failure, disturbance or other factors beyond our control the project proponent would be advised immediately. Additional detector nights would cost an additional \$750/night.

American Burying Beetle Presence/Absence Surveys

ABB survey efforts would be performed in accordance with the survey protocol established by the USFWS for the 2018 survey season. One trap line has an effective radius of 0.5 mile. ABB presence/absence surveys require trapping for a minimum 5 consecutive nights provided ambient temperatures are above 60° F, less than 0.5 inches of nighttime rain occurs, and/or nighttime wind speeds are less than 10mph. Additional trap nights may be required if trap vandalism occurs or if weather phenomena render a survey night invalid. All ABB surveys utilize baited pit-fall traps to capture and retain ABB individuals. Traps would be deployed within the project area and oriented according to site topography and prevailing winds. The proposed survey effort would include the following:

- *Establishment of 3 ABB traps transect at the project location.*
- *Inspect individual traps prior to 10am each morning.*
- *Reset each trap prior to dusk, as necessary.*
- *Survey and Habitat Evaluation data collection, analysis, and synthesis.*
- *Data submittal to the USFWS and Report of Survey Findings Development (electronic submittal).*



**Eagle Environmental
Consulting, Inc.**

The cost to perform the identified ABB presence/absence survey associated with the project would be \$4,500.00 with a single report prepared. In the event additional survey-nights would be required due to trap vandalism, inclement weather, or other factors beyond our control the project proponent would be advised immediately. Additional trap nights required by forces beyond our control would cost an additional \$600 per day. The additional effort would be utilized to complete the survey. The estimated schedule to complete the field effort would be approximately 1 week. The Report of Survey and map development would commence upon survey completion and be complete in approximately 1 week.

EEC would be able to commence the field surveys upon notice to proceed. Should the project change or updated information become available we would respectfully request an opportunity to revise accordingly. All correspondence would be coordinated with and directed to Ms. Stacy White, PE, City of Broken Arrow.

We appreciate the opportunity to have provided this proposal and would look forward to working with you. Please let me know if you have any questions or would like additional information. Thank you.

Sincerely,

President
Eagle Environmental Consulting, Inc.

August 10, 2018

Approved and Accepted:

Ms. Stacy White, PE
Environmental Manager
Engineering Department
City of Broken Arrow

Date



P.O. Box 5446
Ft. Smith, AR 72913
918-697-3936