

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

**1. Architect/Engineer Firm:**

- a. Name: COX | McLAIN Environmental Consulting, Inc.
- b. Telephone No.: (918) 933-6963
- c. Address: 320 S. Boston Ave, Suite 1104 Tulsa, OK 74103

**2. Project Title and Location:** County Line Trunk Sewer Cultural Resources Services, Broken Arrow, OK

**3. Contract for:** Project Coordination and Agency Consultation; and Cultural (archeological and built environment) Resources Background Search and Known Constraints Analysis Report for the County Line Trunk Sewer in Broken Arrow, OK

**4. Contract Data:**

a. Contract Amount:

Task 1: to be invoiced as hourly plus direct expense not to exceed \$1,766.54

Take 2: to be invoiced as lump sum at \$2,991.00

**Total: Not to exceed amount of Four Thousand Seven Hundred Fifty Seven Dollars and 54/100 (\$4,757.54).**

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 City Manager on:** 08-30-18

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

The City of Broken Arrow and COX | McLAIN Environmental Consulting, Inc. with its principal place of business located at 320 S. Boston Ave, Suite 1104 Tulsa, OK 74103, 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 Project Coordination and Agency Consultation; and Cultural (archeological and built environment) and Resources Background Search and Known Constraints Analysis Report for the County Line Trunk Sewer 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 Four Thousand Seven Hundred Fifty Seven and 54/100 (\$4,757.54) 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:

*Sesli Myers*  
Assistant City Attorney

Attest: *[Signature]*  
City Clerk



City of Broken Arrow

By: *Michael L. Spurgeon*  
Michael L. Spurgeon, City Manager

Date 8/30/18

COX | McLAIN Environmental Consulting, Inc.

By: *Larry W. Cox*  
Attest: \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

Date: \_\_\_\_\_

### VERIFICATIONS

State of Texas )

County of Williamson ) §.

Before me, a Notary Public, on this 14<sup>th</sup> day of August, 2018, personally appeared Larry W. Cox, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Corp. Officer (Please circle or specify)) of COX | McLAIN 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:

7/11/22

*Ana Marie Espinoza*  
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:**

The scope of project will include Project Coordination and Agency Consultation; and Cultural (archeological and built environment) and Resources Background Search and Known Constraints Analysis Report for the County Line Trunk Sewer 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:**

**Task 1 - Project Coordination and Agency Consultation:** The purpose of this task is to ensure collaboration and coordination occurs between the City of Broken Arrow, Design Engineer, USACE, and other participating entities. CMEC shall meet periodically with these entities to discuss project progress, identified issues, and courses of action needed to resolve issues. These meetings will occur on an as-needed basis and shall include up to two meetings. Meetings will be held either at the CMEC Tulsa office location or at the regulatory entities office (i.e. the Tulsa District USACE). The task may also include preparing meeting materials, meeting notes, and/or project status reports.

**Task 2 – Cultural Resources Background Study:**

CMEC understands that Section 106 of the NHPA will apply to the proposed project since several federal nexuses are associated with the proposed project (OWRB, Section 404/408 of the Clean Water Act). CMEC cultural resources staff will undertake a site file review at the Oklahoma Archaeological Survey (OAS) and Oklahoma State Historic Preservation Office (SHPO) to determine what archeological sites are located within and/or cultural resources surveys have been conducted within one mile of the study area. With that information and other collected data, including review of historical maps, aerial photography, online General Land Office (GLO) records, soils and geology maps, and any other relevant materials, CMEC will prepare a file search and known constraints analysis letter report. CMEC anticipates conducting the site file review on August 13 and 14, 2018, to provide a preliminary summary of previously identified archeological sites and cultural resources surveys for the City's use in a meeting with USACE on

August 15, 2018. The file search and known constraints analysis letter report will be submitted to the City within 15 days of completion of the file search and background research. The letter report will be submitted electronically via email.

Assumptions and Exclusions:

- Project coordination meetings are assumed to be no more than two;
- For archeological and historic resources, this includes background research and file search/known constraints analysis report only;
- Exclusions: ecological/NEPA services, archeological resources field study at any level or intensive level archival research, historic resources survey, NRHP nominations, HABS/HAER documentation, archeological monitoring, testing, or data recovery, human remains evaluation/coordination/removal. All excluded services could be provided under separate scope/budget.

[END OF DOCUMENT]