

**AMENDMENT NO. 1  
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:** Phase II Archeological Survey; Draft and Final Reports submitted to the USACE for the County Line Trunk Sewer in Broken Arrow, OK

**4. Contract Data:**

a. Contract Amount:

**Total: Not to exceed amount of Thirty Thousand Four Hundred and Seventeen Dollars and NO/100 (\$30,417.00).**

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 City Manager on:** \_\_\_\_\_

**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 Thirty Thousand Four Hundred and Seventeen Dollars and NO/100 (\$30,417.00) 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:

City of Broken Arrow

*Leshli Myers*  
Assistant City Attorney

By: \_\_\_\_\_  
Michael L. Spurgeon, City Manager

Attest:

Date \_\_\_\_\_

\_\_\_\_\_  
City Clerk

COX | McLAIN Environmental Consulting, Inc.

By: *L. Ashley McLain*

Attest:

*Lorie Cox*  
Corporate Secretary (Seal)

Date: 12-13-18

### VERIFICATIONS

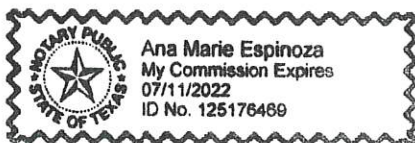
State of Texas )  
County of Travis ) §.

Before me, a Notary Public, on this 13 day of December 2018, personally appeared Ashley McLain / Lorie Cox, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: \_\_\_\_\_ (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 M. Espinoza*  
Notary Public



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

**SPECIAL PROVISIONS  
PROJECT NUMBER S.1609**

**SP - 1.0 SCOPE OF AMENDMENT NO. 1:**

The scope of project will include a Phase II Archaeological Survey and 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:**

CMEC understands that based on feedback from the USACE, the State Historic Preservation Office (SHPO, and the Oklahoma Archeology Survey (OAS), the City of Broken Arrow plans to have a Phase II archaeological survey completed for Phase 1-segment of the project. CMEC also understands that Section 106 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). Fieldwork would include archeological pedestrian survey augmented with shovel testing on a single transect along the entire 100-ft-wide corridor (at least half of which has an existing pipeline) at 50-m intervals for a maximum of 100 shovel tests. Shovel tests will be excavated in 10-centimeter levels and will be up to 100 centimeters in depth based on encountered deposits, and all matrix screened. Additional shovel tests (CMEC estimates 20 maximum) will be excavated within the known site (34TU37) and in all newly identified sites to determine site boundaries within the corridor. The use of a bucket auger is proposed to examine the area for archeological relevant deposits beyond 100 centimeters. CMEC estimates that up to 30 bucket augers will be excavated.

Fieldwork would also include a non-archeological historic resources survey to identify and document resources that are 45 years of age or older (built before 1974) within the project area, including the parcels from which the easements will be acquired. CMEC completed a background study in September of 2018.

Those results will be included in the report. A draft report of all cultural resources findings and results will be submitted for review by the USACE, and a final report will be prepared at the of

receipt of all comments on the draft and submitted.

**Assumptions and Exclusions:**

- Exclusions: ecological/NEPA services, archaeological background research and file search/known constraints analysis report or intensive-level archival research, historic resources survey, NRHP nominations, HABS/HAER documentation, archeological monitoring, human remains evaluation/coordination/removal. All excluded services could be provided under separate scope/budget.

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