

**CONTRACT
CITY OF BROKEN ARROW
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES
PROFESSIONAL SERVICES CONTRACT**

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 I Environmental Site Assessment for the Sherwood Property located at West Commercial Street, Broken Arrow, OK 74012.

3. Contract for: Providing Phase I Site Assessment and Report. Work performed under the contract shall be performed on a lump sum basis and invoiced accordance with the attached Special Provisions.

4. Contract Data:

- a. Contract Amount: **Not to exceed a total amount of Two Thousand Three Hundred Dollars (\$2,300.00).**
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is **14** calendar days.

5. The City of Broken Arrow, represented by the Assistant 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 as reference only for this Contract (Exhibit One)

6. Contract approved by the Assistant City Manager on: 05-10-19

**CITY OF BROKEN ARROW
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES
PROFESSIONAL SERVICES CONTRACT**

The City of Broken Arrow and A & M Engineering and Environmental Services, Inc, with its principal place of business located at 10010 East 16th Street, Tulsa, OK 74467, hereby enters into the following Contract:

The Assistant City Manager, representing the City of Broken Arrow, is contracting to acquire the professional services of the Consultant to provide Phase I Environmental Assessment and Report.

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 Fourteen (14) calendar days.

It is agreed that the Consultant shall be compensated on a lump sum basis, invoice itemized by site and the total compensation under this contract is Not To Exceed Two Thousand Three Hundred and No/100 (\$2,300.00) 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.

**CITY OF BROKEN ARROW
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES
SPECIAL PROVISIONS ATTACHMENT**

SPECIAL PROVISIONS

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Phase I Site Assessment and Report. Work performed under the contract shall be performed on a lump sum basis and invoiced accordance with the attached Special Provisions.

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. Phase I ESAs 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. No sampling, borings, or laboratory analyses are included. No asbestos, lead based paint, mold or structural integrity inspections/evaluations are included. No confined spaces, areas requiring specialized training or personal protection will be entered or inspected.

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

[END OF CONTRACT SPECIAL PROVISIONS]