

**CONTRACT
CITY OF BROKEN ARROW
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES
PROFESSIONAL SERVICES CONTRACT NUMBER: 176037**

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 II Environmental Site Assessment and Report for City of Broken Arrow Events Park Adult Softball Complex Site.

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

4. Contract Data:

- a. Contract Amount: **Not to exceed a total amount of Four Thousand Seven Hundred Eighty Five Dollars (\$4,785.00).**
- 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 for this Contract (Exhibit One)

6. Contract approved by the Assistant City Manager on: 03-18-19

CITY OF BROKEN ARROW
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES
PROFESSIONAL SERVICES CONTRACT NUMBER: 176037

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 Assessments and Reports.

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 a total amount of Four Thousand Seven Hundred Eighty Five Dollars (\$4,785.00) 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.

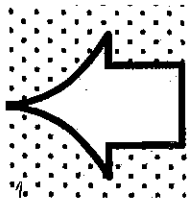
The Consultant agrees that this professional service shall be treated as an important service to the City and also agrees to commit the time necessary to perform the professional services in a professional manner.

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:

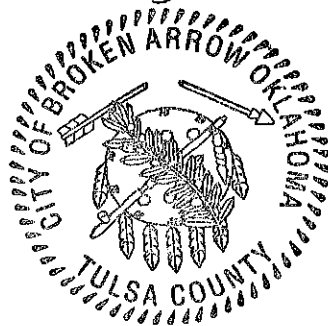
City of Broken Arrow

[Signature] 3/15/19
Assistant City Attorney

By: Kenneth D. Schwab
Kenneth D. Schwab, Assistant City Manager

Attest:
Lisa Blackford
City Clerk, Deputy

Date 03-18-19



A & M Engineering and Environmental Services, Inc.

By: [Signature]
Tolga M. Ertugrul, President

Attest:
[Signature]
Corporate Secretary (Seal)

Date: 3/13/2019

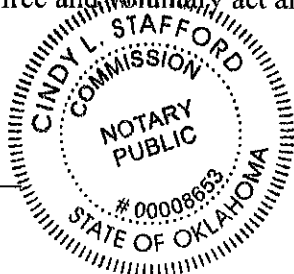
VERIFICATIONS

State of Oklahoma)
County of Tulsa) §.

Before me, a Notary Public, on this 13th day of March 20 19, personally appeared Tolga Ertugrul, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: (President) (Please circle or specify)) of **A & M Engineering and Environmental Services, 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:

6/19/20



[Signature]
Notary Public

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

SPECIAL PROVISIONS

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Phase II Environmental Site Assessment and Report for City of Broken Arrow at Events Park Adult Softball Complex site. Work performed under the contract shall be performed on a lump sum basis and invoiced by site as requested by the City.

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. BACKGROUND: A Phase I ESA previously completed on the above-referenced property has identified Recognized Environmental Conditions (RECs) as defined by ASTM Standard Practice for Environmental Site Assessments, Designation E1527-13, and it has been recommended that additional investigation be conducted on the property to confirm/refute soil and/or groundwater impacts from historical activities at the site and adjoining properties. This proposal provides A & M Engineering's cost to provide the investigation in accordance with the following Scope of Work:

3.2. SURFACE INVESTIGATION:

3.2.1. Three (3) surface soil samples will be collected from areas demonstrating run-on from the adjoining industrial properties to the east. The proposed locations of the surface soil samples are shown on the attached Proposed Sampling Map and have been chosen based on conditions observed during the Phase I ESA. Minor adjustments may be appropriate based on conditions at the time of the Phase II ESA. Surface soil samples will be analyzed for eight (8) metals regulated by the Resource Conservation and Recovery Act of 1976 (RCRA) and Total Petroleum Hydrocarbons (Gasoline Range-, Diesel Range-, and Oil Range-Organics) utilizing State of Oklahoma approved laboratory methods.

3.2.2. Two (2) surface water samples will be collected from the area demonstrating significant algal growth near the eastern site boundary. The proposed surface water sample site is shown on the attached Proposed Sampling Map. Surface water samples will be analyzed for phosphorus, nitrates, and fecal coliform utilizing State of Oklahoma

approved laboratory methods.

3.3. SUB-SURFACE INVESTIGATION:

3.3.1 Four (4) soil borings will be advanced into the subsurface of the property to a depth of three (3) feet using a hand auger. The proposed locations of the soil borings are shown on the attached Proposed Soil Borings Map and have been chosen based on access to the property. Minor adjustments for utilities, equipment, or machinery may be required.

3.3.2. Soil samples from the subsurface will be collected and screened with a Photoionization Detector (PID) for the presence of Volatile Organic Compounds (VOCs). The soil samples will be collected as the boring are advanced to allow for characterization by the site Geologist, and screened with the hand held PID. A record of materials encountered and PID readings will be maintained and included in the final Phase II ESA Report.

3.3.3. In the event soil screening indicates impact by VOCs, up to four (4) soil samples will be collected and analyzed for VOCs and Total Petroleum Hydrocarbons (Gasoline Range-, Diesel Range-, and Oil Range-Organics) utilizing State of Oklahoma approved laboratory methods.

3.3.4 The findings will be compiled into a Phase II ESA Report complete with a site layout drawing, photographs, conclusions, and recommendations.

3.3.5. Soil cuttings collected during the sampling event will be returned directly to the auger holes.

3.4. 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]

**CONTRACT
FOR
PROFESSIONAL SERVICES CONTRACT
CITY OF BROKEN ARROW**

CONSULTANT'S PROPOSAL

EXHIBIT 1



**A & M Engineering and
Environmental Services, Inc.**
Consulting - Design - Construction - Remediation

March 5, 2019

Mr. Roger Hughes
Engineering Division Manager
City of Broken Arrow
485 North Poplar Avenue
Broken Arrow, Oklahoma 74012

A & M Proposal Number 19-3085

Phone: (918) 259-7000 ext. 5260
Email: rhughes@brokenarrowok.gov

REF: Proposal for Limited Phase II Environmental Site Assessment for the Events Park Adult Softball Complex near East New Orleans Street and the Creek Turnpike, Broken Arrow, Wagoner County, Oklahoma

Dear Mr. Hughes:

A & M Engineering and Environmental Services, Inc. (A & M Engineering) appreciates the opportunity to be of service and is pleased to offer the following proposal for a Limited Phase II Environmental Site Assessment (ESA) to be performed at the above referenced site. Please review the following proposed scope of work and associated costs:

BACKGROUND:

A Phase I ESA previously completed on the above-referenced property has identified Recognized Environmental Conditions (RECs) as defined by ASTM Standard Practice for Environmental Site Assessments, Designation E1527-13, and it has been recommended that additional investigation be conducted on the property to confirm/refute soil and/or groundwater impacts from historical activities at the site and adjoining properties. This proposal provides A & M Engineering's cost to provide the investigation in accordance with the following Scope of Work:

SURFACE INVESTIGATION:

1. Three (3) surface soil samples will be collected from areas demonstrating run-on from the adjoining industrial properties to the east. The proposed locations of the surface soil samples are shown on the attached Proposed Sampling Map and have been chosen based on conditions observed during the Phase I ESA. Minor adjustments may be appropriate based on conditions at the time of the Phase II ESA. Surface soil samples will be analyzed for eight (8) metals regulated by the Resource Conservation and Recovery Act of 1976 (RCRA) and Total Petroleum Hydrocarbons (Gasoline Range-, Diesel Range-, and Oil Range-Organics) utilizing State of Oklahoma approved laboratory methods.
2. Two (2) surface water samples will be collected from the area demonstrating significant algal growth near the eastern site boundary. The proposed surface water sample site is shown on the attached Proposed Sampling Map. Surface water samples will be analyzed for phosphorus, nitrates, and fecal coliform utilizing State of Oklahoma approved laboratory methods.

SUB-SURFACE INVESTIGATION:

3. Four (4) soil borings will be advanced into the subsurface of the property to a depth of three (3) feet using a hand auger. The proposed locations of the soil borings are shown on the attached Proposed Soil Borings Map and have been chosen based on access to the property. Minor adjustments for utilities, equipment, or machinery may be required.
4. Soil samples from the subsurface will be collected and screened with a Photoionization Detector (PID) for the presence of Volatile Organic Compounds (VOCs). The soil samples will be collected as the boring are advanced to allow for characterization by the site Geologist, and screened with the hand held PID. A record of materials encountered and PID readings will be maintained and included in the final Phase II ESA Report.
5. In the event soil screening indicates impact by VOCs, up to four (4) soil samples will be collected and analyzed for VOCs and Total Petroleum Hydrocarbons (Gasoline Range-, Diesel Range-, and Oil Range-Organics) utilizing State of Oklahoma approved laboratory methods.
6. The findings will be compiled into a Phase II ESA Report complete with a site layout drawing, photographs, conclusions, and recommendations.
7. Soil cuttings collected during the sampling event will be returned directly to the auger holes.

The Proposed Cost for the Investigation is as follows:

DRILLING SERVICES COST ESTIMATE		
SERVICE	UNIT COST	TOTAL COST
Geologist and field tech mob/demob, site soil characterization, equipment	6 hours @ \$125/hour 8 hours @ \$80/hour PID Daily Rate \$25 Mileage: 30 @ \$0.65/mile	\$1,435
Laboratory Analysis	Based on 7 soil, 2 surface water samples	\$1,850
Report Preparation	12 hours at \$125/hour	\$1,500
	Total Cost Estimate	\$4,785

Normal turnaround time for the laboratory is approximately 7-10 business days. The written report can be available within 3 days of receiving the analytical report. **Tasks, including laboratory analysis, that are not required will not be performed and will not be invoiced.**

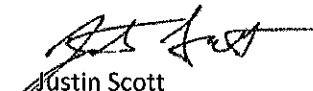
City of Broken Arrow
Proposal - Limited Phase II ESA
March 5, 2019

Thank you for considering A & M Engineering and Environmental Services, Inc. for your environmental needs; we look forward to working with you on this project. If you or your staff have any questions or we can be of further assistance please contact us at (918) 665-6575 or by email.

Respectfully,
A & M Engineering and Environmental Services, Inc.



Thomas A Trebonik, P.G.
Senior Project Manager
ttrebonik@aandmengineering.com



Justin Scott
Environmental Specialist
jscott@aandmengineering.com

To acknowledge acceptance of this proposal including the objectives, scope, pricing, limitations, and timeframe and agreement to pay in full within 30 days of invoicing please provide the information below and return the entire proposal to A & M Engineering via fax at (918) 665-6576 or email.

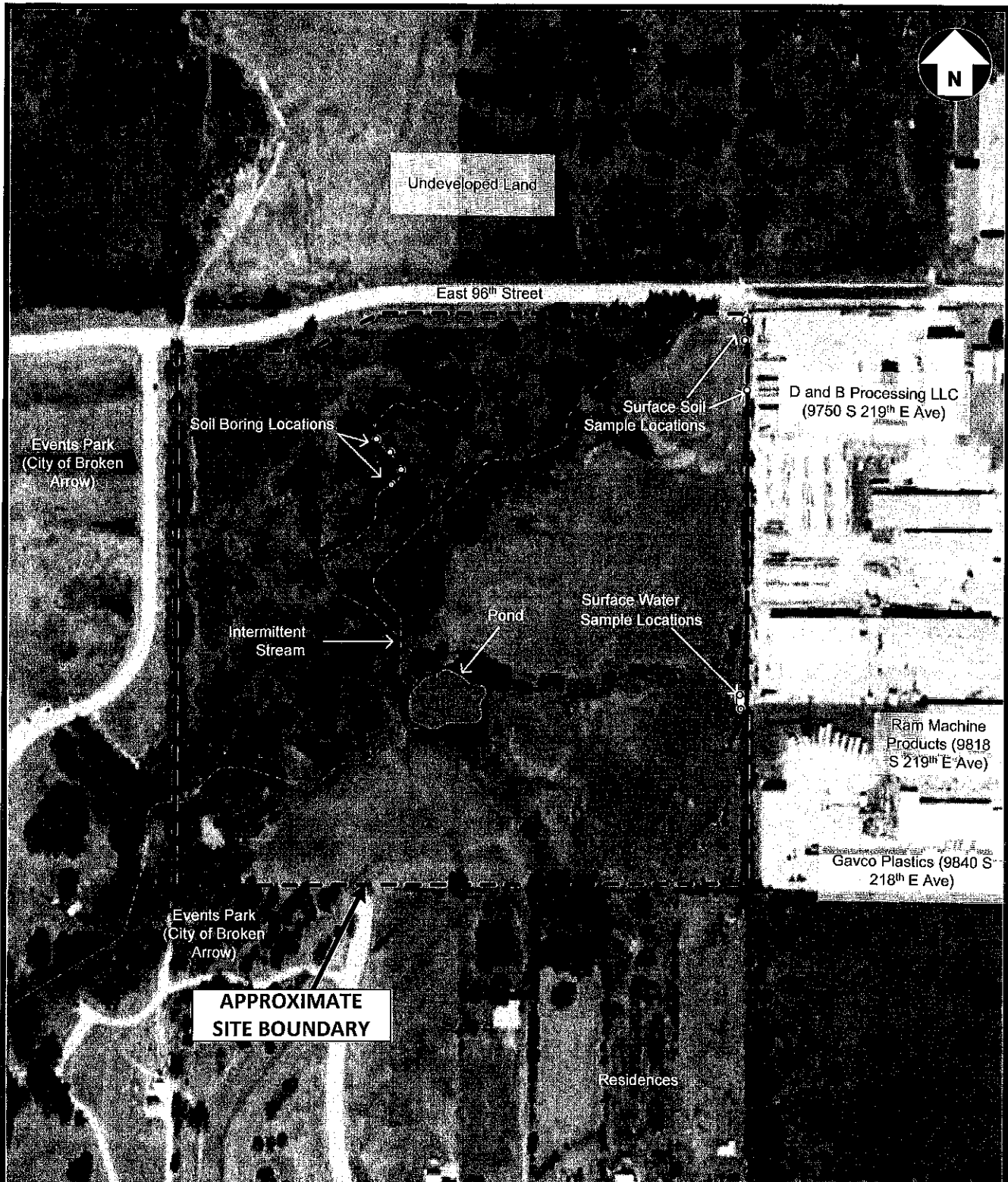
Proposal Accepted By:

Signature

Date

Print Name

Company Name



**A & M Engineering and
Environmental Services, Inc.**
Consulting - Design - Construction - Remediation

PROPOSED SAMPLE LOCATION MAP

EVENTS PARK ADULT SOFTBALL COMPLEX

NEAR EAST NEW ORLEANS STREET AND THE CREEK TURNPIKE, BROKEN
ARROW, OKLAHOMA

SCALE:	DATE:	FIGURE NO.
NOT TO SCALE	03/05/2019	FIGURE 1
APPROVED BY:	DRAWN BY:	PROPOSAL NO.
TAT	JWS	19-3085