

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
PROJECT NAME: ASBESTOS SURVEY OF CECIL & CHIPS
PROJECT NUMBER: 191718

1. Professional Service Provider:

- a. Name: Earth Tech Enterprises, Inc.
- b. Telephone No.: 918-712-9163
- c. Address: 5409 East 15th Street, Tulsa, OK 74112

2. Project Title and Location: Asbestos Investigation of Cecil & Chips Property located at 1117 S. Main Street in the City of Broken Arrow

3. Contract for: Providing professional asbestos investigation services associated with public works projects for the City of Broken Arrow. Professional services to include an asbestos survey on the commercial property, known as Cecil & Chips, located at 1117 S. Main Street in the City of Broken Arrow. The survey will meet Oklahoma Department of Environmental Quality requirements for National Emissions Standards for Hazardous Air Pollutants (NESHAP) notification prior to demolition. Consultant will also prepare a design for removal of any asbestos materials discovered during the survey. Consultant will provide on-site air monitoring and job oversight during asbestos abatement procedures as needed on an hourly basis. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in the Professional Services Contract Special Provisions Attachment, attached hereto and made a part hereof. The Professional Service Provider 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.

4. Compensation: Professional Service Provider 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 Hundred and Twenty Five and No/100 (\$425.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

5. Invoicing and Payment: The Professional Service Provider shall submit invoices requesting payment for services rendered to the City monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City. Payment will be made within 30 days following the first eligible City Council meeting occurring after the date on the invoice.

6. Time for Performance: These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within Fifteen (15) calendar days after the date the Notice to Proceed is issued. The City will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the City on the hours required for the work item.

7. Liquidated Damages: N/A.

8. Insurance: The Professional Service Provider shall acquire all insurance policies required for professional liability insurance, general liability, auto insurance, workers' compensation and/or health insurance. The Professional Service Provider shall provide proof of general liability and professional liability insurance coverage acceptable to the City on or before the effective date of this Agreement.

9. Immigration Compliance: The Professional Service Provider shall comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”).

10. Governing Documents: The parties 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. Professional Service Provider's Proposal for this Contract

11. Entirety of Agreement: The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto.

12. Effective Date: This Contract is effective shall be effective upon signature of both parties.

REMAINDER OF PAGE INTENTIONALLY BLANK

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.

City of Broken Arrow, a municipal corporation:


Professional Service Provider:
Earth Tech Enterprises, Inc.

By: Kenneth D. Schwab
Kenneth D. Schwab, Asst. City Manager-Ops.

By: Daryl L. Lessin
Daryl L. Lessin

Date: 10-23-19

Title: President
President

Attest: 
City Clerk [Seal]

Date: 10-21-19


Date: 10/23/19

Attest:
By: Dany L. Lessari
Signature or Corporate Seal

Title: President
Daryl L. Lessin, President

Date: 10-21-19

Approved as to form:


Assistant City Attorney



VERIFICATIONS

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 21st day of October 2019, personally appeared Daryl Jessin, known to me to be the **(President, Vice-President, Corporate Officer, Member, Partner or Other:** _____ **(Please circle or specify))** of (Entity's Full Legal Name) to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

CAPRI L. EAST
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES JULY 20, 2021
COMMISSION #17006668

Cyril East
Notary Public

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
PROJECT NAME: ASBESTOS SURVEY OF CECIL & CHIPS
PROJECT NUMBER: 191718
SPECIAL PROVISIONS ATTACHMENT

SP - 1.0 SCOPE OF THE PROJECT:

- 1.1. Providing Professional Surveying and Related Support Services associated with public works projects for the City of Broken Arrow. Professional services to include an asbestos survey on the commercial property, known as Cecil & Chips, located at 1117 S. Main Street in the City of Broken Arrow. The survey will meet Oklahoma Department of Environmental Quality requirements for National Emissions Standards for Hazardous Air Pollutants (NESHAP) notification prior to demolition. Consultant will also prepare a design for removal of any asbestos materials discovered during the survey. Consultant will provide on-site air monitoring and job oversight during asbestos abatement procedures as needed on an hourly basis. Work performed under the contract shall be performed on an hourly basis, not to exceed \$425.00, in accordance with the attached hourly rates as requested by the City.

SP- 2.0 SERVICES OF THE CITY: THE CITY WILL:

- 2.1. Furnish to Professional Service Provider 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.
- 2.3. Provide Professional Service Provider access to the property.

SP -3.0 SCOPE OF SERVICES: THE PROFESSIONAL SERVICE PROVIDER SHALL:

- 3.1 The Professional Service Provider shall provide, Prior to demolition of the buildings, the following professional services for a Not to Exceed price of \$425.00.
 - 3.1.1. Professional services for an asbestos survey on the commercial property, known as Cecil & Chips, located at 1117 S. Main Street in Broken Arrow to meet Oklahoma Department of Environmental Quality (ODEQ) requirements for NESHAP notification prior to demolition. A report describing any asbestos-containing materials discovered will be submitted.
 - 3.1.2. Preparation of a design, including estimated cost for removal of any asbestos materials discovered during the survey, suitable for the City to use for obtaining quotes or bids for the removal.

3.2 Work will be billed at the hourly rates, not to exceed \$425.00, attached herein and will include all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

[END OF CONTRACT SPECIAL PROVISIONS]