

THE UNDERSIGNED CERTIFIES THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL MAINTAINED IN OUR PERMANENT FILES.

BY: [Signature]

TITLE: City Clerk

DATE: 5/7/2020

**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
Phase II Environmental Study
PROJECT NUMBER: 191719**

1. Professional Service Provider:

- a. Name: A & M Engineering and Environmental Services, Inc. (CA1326)
- b. Telephone No.: (918) 665-6575
- c. Address: 10010 E. 16th Street, Tulsa, Ok 74128

2. Project Title and Location: Phase II Environmental Study - 1811 S. Main Street, Broken Arrow, Ok 74012.

3. Contract for: Providing professional survey services associated with public works projects for the City of Broken Arrow. Professional services to include providing Phase II Environmental Study at 1811 S. Main Street, Broken Arrow, OK 74012. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in Attachment A hereto. 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 Twelve Thousand Nine Hundred Fifty and No/100 (\$12,950.00) 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 fifty six (56) 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. 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 to the City on or before the effective date of this Agreement.

During the performance of the services under this Professional Services Contract, the Professional Service Provider shall maintain the insurance coverage required below and the City shall be named as an Additional Insured on each required policy:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- (2) Automobile Liability Insurance, with a combined single limit of not less than \$1,000,000 for each person, not less than \$1,000,000 for each accident and not less than \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

8. Indemnification: The Professional Services Provider agrees to defend, indemnify, and hold harmless the City, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of The Professional Services Provider, its agents or employees.

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. Attachment A to this Contract
- c. Duly Authorized Amendments arising out of this Contract

11. Electronic Signatures:

The Parties agree this transaction may be completed by electronic means and an electronic signature on this Contract will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because it is in electronic form. If the Professional Services Provider signs this Contract electronically and/or submits documents electronically, the Professional Services Provider agrees to comply with the City's requirements for submission of

electronically signed and/or submitted documents.

12. Governing Law: This agreement shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

13. 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.

14. 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:
A and M Engineering and Environmental
Services, Inc.

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

Date: 05-05-20

Attest: [Signature]
City Clerk [Seal]

Date: 5/5/20

By: [Signature]
Tolga Ertugrul, PE

Title: President

Date: 5-5-2020

Attest: [Signature]
By: Ty Ertugrul

Title: Secretary Manager

Date: 5-5-2020

Approved as to form:

[Signature]
Assistant City Attorney



VERIFICATIONS

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 5 day of May 2020, personally appeared Tolga Ertugrul, known to me to be the President, of A and M Engineering and Environmental Services, Inc. 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.

[Signature]
Notary Public



**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
PHASE II ENVIRONMENTAL STUDY
PROJECT NUMBER: 191719**

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Services associated with Limited Phase II Environmental Site Assessment for the Proposed New Senior Citizens Center Site located at 1811 South Main Street, Broken Arrow, Oklahoma 74012. Work performed under the contract shall be performed on a not to exceed contract 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.

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

3.1 The Professional Service Provider shall provide:

3.1.1 Testholes

A total of six (6) testholes will be completed onsite using either a standard auger rig or testprobe. Three (3) testholes will be completed to a maximum depth of twenty (20) feet or first uppermost groundwater. The three (3) remaining testholes will be completed to a maximum depth of six (6) feet. A utility line locate request will be submitted to Call OKIE prior to any drilling onsite.

3.1.2 Sampling

During testhole completion activities onsite soil cuttings will be field screened with a handheld Photoionization Detector (PID) to determine the depth(s) of contamination, if any. In the event PID readings indicate potential contamination then a single grab soil sample will be collected from within that zone of the testhole. Otherwise a single composite soil sample will be collected from each testhole within the top one (1) foot. A total of six (6) grab/composite soil samples will be collected during completions of the testholes. Additionally, a single uppermost groundwater aquifer sample will be collected from each testhole (if obtainable) for a total of three (3) water samples. Samples will be handled, transported, and shipped under strict chain of custody.

3.1.3 Laboratory Analyses

A total of six (6) soil samples and three (3) uppermost groundwater samples (if obtainable) will be analyzed for pH, Polychlorinated Biphenyls (PCBs), Total Petroleum Hydrocarbons (TPH - DRO, GRO, ORO), Total Eight RCRA Metals, Volatile Organic Compounds (VOCs), and Semi-Volatile Organic Compounds (SVOCs).

3.1.4 Reporting

A Project Report will be prepared that summarizes all field activities and laboratory analyses results. The report will provide site drawings including a site location map and sample location map. All laboratory analyses results will be compared to ODEQ Cleanup Levels, United States Environmental Protection Agency (USEPA) Screening Levels, and typical background concentrations, as appropriate. The report will be complete with photographs, conclusions, and recommendations.

3.1.5 Assumptions and Conditions

The following assumptions and conditions apply to our scope of work and costs:

- a. No project plans will be developed and no QA/QC samples will be used, collected, or analyzed.
- b. Testholes will be plugged with soil cuttings and no groundwater monitor wells will be installed.
- c. Laboratory analyses will be standard turnaround and damaged surfaces will not be repaired.

3.2 Work will be a not to exceed contract all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

3.2.1 Fixed Fee costs

3.1.1 Testholes	\$3,450
3.1.2 Sampling	\$1,550
3.1.3 Laboratory Analyses	\$6,450
3.1.4 Reporting	\$1,500
Total Cost	\$12,950

[END OF ATTACHMENT A]