AGREEMENT SUMMARY
BROKEN ARROW MUNICIPAL AUTHORITY
FEASIBILITY FOR TRANSFER STATION
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. 2650050

1.0 Professional Consulting Firm:

1.1 Name: Burns & McDonnell Engineering Company, Inc.
1.2 Telephone No.: 816-448-7363

1.3 Address: 701 N. Broadway Ave., Suite 300
Oklahoma City, OK 73102

2.0 Project Name/Location: Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare a feasibility study for a proposed transfer station. This project involves the study of a high-efficiency transfer station designed to serve as a central hub for the City of Broken Arrow's Solid Waste and Recycling Department. The facility aims to modernize the city's solid waste and recycling handling by shifting from direct-haul landfilling to a centralized compaction model, significantly reducing the carbon footprint and operational costs associated with long-distance waste transport.

4.0 Agreement Summary:

4.1	Phase 1:	$ 8,400
	Phase 2:	$ 21,100
	Phase 3:	$ 32,200
	Phase 4:	$ 17,700
	TOTAL AGREEMENT AMOUNT	$ 79,400
4.2	Agreement Time:	180 calendar days

5.0 Agreement Approved by the OWNER on: ____________________

AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
BURNS & MCDONNELL ENGINEERING COMPANY, INC. (CONSULTANT)
FEASIBILITY FOR TRANSFER STATION
PROJECT 2650050

This AGREEMENT, including Attachment A through Attachment E, between the Broken Arrow Municipal Authority (OWNER) and Burns & McDonnell Engineering Company, Inc., (CONSULTANT);

W I T N E S S E T H:

WHEREAS, OWNER intends to conduct feasibility study for a transfer station (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

WHEREAS, CONSULTANT is qualified and capable to provide the professional services required;

NOW, therefore, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE
This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - 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.

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT
CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. If construction phase services are included, the CONSULTANT shall observe, record and report with respect to all services that are required or authorized by the construction documents. OWNER and CONSULTANT agree that the services to be performed under this AGREEMENT by the CONSULTANT shall be as an independent contractor.

ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS
CONSULTANT shall prepare the documents as described in Attachment B as part of this AGREEMENT.

ARTICLE 5 - COMPENSATION
OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES
OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities and Special Conditions.

ARTICLE 7 - STANDARD OF CARE
CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the OWNER and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY
8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.

8.2 Indemnification. CONSULTANT agrees to defend, indemnify, and hold harmless OWNER, 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 CONSULTANT, its agents or employees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, or their agents or employees, then they shall be borne by each party in proportion to each entity's own negligence.

8.3 Consequential Damages. OWNER shall not be liable to CONSULTANT for any special, indirect, or consequential damages resulting in any way from the performance of the SERVICES such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

8.4 Survival. Upon completion of all SERVICES, obligations, and duties provided for in this AGREEMENT, or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article 8 shall survive.

ARTICLE 9 - INSURANCE
During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

(1) General Liability Insurance, with a combined single limit of 2,000,000 for each occurrence and $2,000,000 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 $2,000,000 annual aggregate.

CONSULTANT shall furnish OWNER certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to OWNER. All PROJECT sub-consultants shall be required to name OWNER and CONSULTANT as certificate holders on their certificate of insurance for the PROJECT, and shall be required to indemnify OWNER and CONSULTANT to the same extent. CONSULTANT shall be held responsible to submit certificates of insurance for sub-consultants to OWNER prior to the sub-consultant's release to commence work.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY
CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction

of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS
CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE
Since CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet PROJECT schedules, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

ARTICLE 13 - REUSE OF DOCUMENTS
All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the OWNER for the specific purpose intended will be at CONSULTANT'S sole risk and without liability or legal exposure to the OWNER. CONSULTANT shall defend, indemnify, and hold harmless the OWNER against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY
Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

ARTICLE 15 - TERMINATION
This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

ARTICLE 16 - DELAY IN PERFORMANCE
Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or

authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 17 - WAIVER
A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY
The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 19 - INTEGRATION
This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 20 - SUCCESSORS AND ASSIGNS
To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

ARTICLE 21 - ASSIGNMENT
Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

ARTICLE 22 - THIRD PARTY RIGHTS
Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

ARTICLE 23 - COMPLETION
CONSULTANT shall complete the services within the time frame outlined on Attachment E, Schedule, subject to conditions which are beyond the control of the CONSULTANT.

ARTICLE 24 - IMMIGRATION COMPLIANCE
24.1 CONSULTANT shall demonstrate that he:

24.1.1 Has complied, and shall at all times during the term of this AGREEMENT, 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"); and

24.1.2 Has properly maintained, and shall at all times during the term of this AGREEMENT, maintain any and all employee records required by the U.S. Department of Homeland Security ("DHS"), including, without limitation, properly completed and maintained Form I-9s for each of the CONSULTANTS employees; and

24.1.3 Has verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS's E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this AGREEMENT; and

24.1.4 Has required, and will at all times during the term of this AGREEMENT, require any sub-contractor utilized, hired or sub-contracted for by CONSULTANT for the completion or undertaking of any duties, tasks or responsibilities under this AGREEMENT, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor's employees.

24.2 CONSULTANT will indemnify, defend and hold harmless OWNER against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, CONSULTANTS failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by CONSULTANT as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - FIREARMS INDUSTRY NONDISCRIMINATION

CONSULTANT certifies, pursuant to 21 O.S. § 1289.31, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and that it will not so discriminate during the term of this AGREEMENT. This clause applies only if CONSULTANT is a company with at least ten (10) full-time employees and the AGREEMENT value is at least $100,000 paid in whole or in part from BAMA funds.

ARTICLE 26 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

OWNER:	Broken Arrow Municipal Authority 485 N. Poplar Avenue Broken Arrow, OK 74012 Contact: Charlie Bright, P.E. Director of Engineering & Construction
CONSULTANT:	Burns & McDonnell Engineering Company, Inc. 701 N. Broadway Ave., Suite 300 Oklahoma City, OK 73102 816-448-7363 Contact Name: Julie Davis Project Manager

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

ARTICLE 27 - ELECTRONIC SIGNATURES

The OWNER and CONSULTANT agree this transaction may be completed by electronic means and an electronic signature on this AGREEMENT will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because it is in electronic form. If CONSULTANT signs this AGREEMENT electronically and/or submits documents electronically, CONSULTANT agrees to comply with OWNER'S requirements for submission of electronically signed and/or submitted documents.

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IN WITNESS WHEREOF, the General Manager of the Broken Arrow Municipal Authority, Oklahoma has hereunto set his hand, for and on behalf of the Broken Arrow Municipal Authority and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER:
Broken Arrow Municipal Authority

By: ______________________________
Michael L. Spurgeon, General Manager

Date: ______________________________

Attest: ______________________________
Secretary [Seal]

Date: ______________________________

CONSULTANT:
Burns & McDonnell Engineering Company, Inc.

By: Jacob D Merriman
Jacob D. Merriman, Vice President

Date: July 7, 2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: Scott Pasternak
Scott Pasternak, Senior Project Manager

Date: July 7, 2026

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Texas)
) §
County of Travis)

Before me, a Notary Public, on this 7th day of July, 2026, personally appeared Jacob D. Merriman, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: ____________________) of Full Entity Legal Name, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires: April 3rd, 2029

Maritza Yvette Felan

Maritza Yvette Felan
Notary Public

NOTARY PUBLIC STATE OF TEXAS
MARITZA YVETTE FELAN
Notary ID #131999417
My Commission Expires
April 3, 2029

ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
BURNS & MCDONNELL ENGINEERING COMPANY, INC. (CONSULTANT)
FOR
FEASIBILITY FOR TRANSFER STATION
PROJECT NO. 2650050

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the ___ day of ____________, 2026.

1.0 PROJECT UNDERSTANDING

1.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare a feasibility study for a proposed transfer station. This project involves the study of a high-efficiency transfer station designed to serve as a central hub for the City of Broken Arrow's Solid Waste and Recycling Department. The facility aims to modernize the city's solid waste handling by shifting from direct-haul landfilling to a centralized compaction model, significantly reducing the carbon footprint and operational costs associated with long-distance waste transport.

1.2 The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

1.3 Furthermore, the CONSULTANT understands that the OWNER has ($80,000) budgeted for this PROJECT that includes all professional consultant fees.

2.0 PROJECT SCOPE

2.1 The OWNER desires to operate a transfer station that will benefit not only the City, but also the surrounding communities by accepting multiple material streams in addition to optimizing the current operations. A key benefit of a transfer station would be to reduce fuel consumption/emissions and to enhance the viability of diverting more recyclable and green waste material from disposal. This Study is the first step in the OWNERS overall solid waste management planning initiative.

2.2 The study shall include but not limited to, financial analysis on current and future operations, future revenue report, and cost estimates for a new transfer station facility.

3.0 SCOPE OF SERVICES

3.1 Administrative/ Managerial Duties:

CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:

3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER withing three (3) calendar days.
3.1.2 Meet with the Owner in a Kickoff Meeting in order to determine the Project details such as project schedule and milestone dates.
3.1.3 Provide Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform
3.1.4 Meet with the Owner to discuss review comments on each phase of the project and incorporate appropriate comments into following phase.

3.2 Phase 1: Project Initiation and Management

3.2.1 Task 1A: Initial Data Request and Review

CONSULTANT will provide the OWNER with a detailed preliminary data request that will encompass data needs for completing the Study. The data requested will itemize the needs for understanding the operational and financial considerations that must be addressed.

3.2.2 Task 1B: Kickoff Meeting and Project Management

Project Team will conduct a virtual kick-off meeting with OWNER. At the kick-off meeting Project Team will discuss the project work plan, key issues to be addressed, and confirm the timing associated with the various project tasks. During the meeting, Project Team will also identify primary contacts for the CONSULTANT and the OWNER and establish a protocol for the exchange of information and the resolution of issues that arise during the normal course of this engagement.

3.3 Phase 2: Transfer Station Feasibility Assessment

3.3.1 Task 2A: Transfer Station Siting Analysis

CONSULTANT will develop a planning level siting analysis to identify areas that may be suitable or unsuitable for siting a transfer station. The study area will include the City limits of Broken Arrow. The criteria will be the following: Exclusionary considerations based on factors included in the Federal Subtitle D and/or comparable State of Oklahoma laws and regulations, such as airport safety, floodplains, groundwater, endangered or threatened species, wetlands, fault areas, seismic impacts zones and unstable areas, Land use based on current characteristics (e.g. proximity to residential areas, recreational sites, historic sites, pipelines and environmentally sensitive features, schools) and future land use criteria, Local jurisdiction zoning restrictions, Proximity to major transportation networks, Parcels/sites that meet minimum size requirements (to include acreage for a transfer station and future projected compost facility with acreage requirements based on CONSULTANTS benchmark communities with similar populations/tonnages/operations)

3.3.2 Task 2B: Preliminary Site Selection

The overall financial viability and operational efficiency of the transfer station will depend on the location and physical condition of the site; therefore, it is critical to determine potential siting prior to proceeding with further financial evaluation. The OWNER has already identified potential two sites for consideration.

If needed, the OWNER may identify one additional site from Task 2A for further review. The CONSULTANT will use publicly available information, where possible, to conduct a high-level comparative matrix of the three (3) sites based on criteria, such as: Assessment of site topography, grading/earthwork needs, shape, buffer capability, and proximity to municipal utilities (water, sewer, gas, and electricity), along with Analysis of potential zoning hurdles, neighborhood impacts, and ownership/acquisition complexities (e.g., easement requirements or cost-premium factors). Results from this effort will be provided to the OWNER to identify the preferred one (1) site to be utilized in financial evaluation (Phase 3).

3.4 Phase 3: Transfer Station Feasibility Assessment

3.4.1 Task 3A: Develop Capital Costs and Operating Costs for Transfer Station

CONSULTANT will develop planning-level infrastructure, construction, and operational costs for a transfer station. Key aspects of the analysis will include the following:

3.4.1.1 **Planning Level Evaluation of Capital Costs**:

Since this is an initial planning-level feasibility study, CONSULTANT will utilize the results from Task 2 and publicly available data from other transfer station capital projects to provide the basis for the potential capital costs for the transfer station. CONSULTANT will provide the OWNER with an understanding of the costs of the building (and site work) on a square-foot basis. The CONSUTLANT can utilize public available data to provide land purchase pricing for inclusion in the capital cost estimate. The OWNER will provide preliminary information with public data on purchase pricing for inclusion in the capital cost estimate.

3.4.1.2 **Planning Level Evaluation of the Operational and Hauling Requirements**:

CONSULTANT will evaluate the operational requirements of a City-owned transfer station. At a minimum, the planning level cost analysis will include estimated costs for the following: Staffing (including number of staff by position and salary levels), Utilities, Rolling stock and equipment maintenance, Building and site maintenance, Rolling stock fuel, Insurance, Administration and Contingency. The outcome of this task will include a planning level capital and O&M cost estimate for a City-owned and operated transfer station.

3.4.2 **Task 3B: Evaluate Impact on Collection Operations for Current and Transfer Station System**

One of the key components to determining the financial feasibility will depend on how collection costs will change based on the location of the future disposal facility (e.g., transfer station to disposal facility or direct haul to disposal facility). To calculate these costs, there is a fundamental need to understand collection efficiencies for residential operations. CONSULTANT will gain this understanding by reviewing routing data (e.g., current route sizes, overtime, and interviewing key staff. CONSULTANT will obtain an understanding of the following key metrics: Amount of time spent off-route (tasks such as pre- and post-trip inspections, breaks, and breakdowns), Amount of time spent on route (collecting set-outs), Amount of time spent on disposal trips (includes travel time to and from, waiting time, and unloading), Average number of disposal trips per route and Average route size. CONSULTANT will evaluate how the number of routes (and costs) would change based on the OWNERS selected site, as identified in Task 2B.

3.4.1 **Task 3C: Compare Economic Feasibility**

Based on projections of the type and amount of waste to be handled by the OWNER, the model will project total collection/transfer/disposal costs for each alternative on a per ton and annual basis for the following alternatives: Status Quo – includes City-collection and disposal at the landfill, Baseline Transfer Station – City-collection and operation of a transfer station at location determined, hauling from transfer station to landfill, disposal at the landfill, Transfer Station with Low Outside Tonnage – Baseline Transfer Station conditions plus acceptance of a low level of additional waste from outside haulers, and Transfer Station with High Outside Tonnage – Baseline Transfer Station conditions plus acceptance of a high amount of additional waste from outside haulers. The analysis will include the amortization of capital required for construction of a new transfer station. The model will also provide the OWNER with an evaluation of the return on investment and payback period.

Two additional scenarios will provide a sensitivity analysis should the OWNER have an interest in accepting third party waste at the transfer station. The Transfer Station with Low Additional Tons and Transfer Station with High Additional Tons, estimated in consultation with the OWNER, will reflect a general understanding of how transfer station economic feasibility may be impacted by a range of additional tons. The additional tonnage scenarios will reflect generally assumed increases in tonnage and will not reflect a detailed market evaluation of how many tons could potentially be sourced from third parties. This approach will provide the OWNER with a planning level understanding of the costs and financial benefits associated with increasing tons.

3.5 **Phase 4: Report Preparation and Presentation**

3.5.1 **Task 4A Report**:

Concurrently with performing the analyses outlined above, CONSULTANT will develop a draft report outlining methodology and findings. The report format will be a PowerPoint presentation with supporting analysis included as appendices. CONSULTANT will have a conference call with City staff to discuss the report. CONSULTANT requests that written comments be provided as one submittal from OWNER to facilitate consensus regarding staff comments. Upon receipt of OWNER recommendations and comments, CONSULTANT will make appropriate changes and provide the OWNER with a Final Report.

3.5.2 **City Council Presentation**:

CONSULTANT will present findings from the report in-person at a City Council meeting.

ATTACHMENT B

TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
BURNS & MCDONNELL ENGINEERING COMPANY, INC. (CONSULTANT)
FOR
FEASIBILITY FOR TRANSFER STATION
PROJECT NO. 2650050

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the ___ day of ____________, 2026.

1.1 Phase 1

1.1.1 Preliminary data request
1.1.2 Electronic copies of the kick-off meeting agenda and minutes
1.1.3 Participation of CONSULTANT project manager and key staff in kick-off meeting

1.2 Phase 2

1.2.1 GIS map of exclusionary criteria from Task 2A
1.2.2 Planning –level site evaluation matrix for the up to three candidate sites

1.3 Phase 3

1.3.1 Baseline planning-level operating budgets for OWNER status quo
1.3.2 Planning-level capital and operating budgets for one stie, selected by the OWNER following Phase 2B and three tonnage scenario

1.4 Phase 4

1.4.1 Electronic version of the Draft Report
1.4.2 One conference call to discuss the Draft Report
1.4.3 Electronic version of the Final Report
1.4.4 PowerPoint presentation and participation in City Council Meeting

ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
BURNS & MCDONNELL ENGINEERING COMPANY, INC. (CONSULTANT)
FOR
FEASIBILITY FOR TRANSFER STATION
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COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment D and shall be made a part of the AGREEMENT dated the ___ day of _____________, 2026.

1.0 BASIC COMPENSATION

The basic compensation for the CONSULTANT to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

1.1 Phase 1 Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $8,400 for the completion of the Phase 1. This amount includes all labor, material, overhead and profit associated with the Scope of Services. In addition, this phase includes submittal of site plan to Development Services along with site plan application for site plan review.

1.2 Phase 2 Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $21,100 for the completion of the Phase 2. This amount includes all labor, material, overhead and profit associated with the Scope of Services. In addition, this phase includes submittal of site plan to Development Services along with site plan application for site plan review.

1.3 Phase 3 Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $32,200 for the completion of the Phase 3. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.4 Phase 4 Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $17,700 for the completion of the Phase 4. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.5 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

3.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the CONSULTANT. No separate payment will be made for these expenses.

4.0 MILEAGE

All direct costs shall be included in the Basic Compensation of the CONSULTANT. No separate payment will be made for these expenses.

5.0 DIRECT COSTS

All direct costs shall be included in the Basic Compensation of the CONSULTANT. No separate payment will be made for these expenses.

6.0 ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

ATTACHMENT D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
BURNS & MCDONNELL ENGINEERING COMPANY, INC. (CONSULTANT)
FOR
FEASIBILITY FOR TRANSFER STATION
PROJECT NO. 2650050

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the ___ day of _____________, 2026.

1.0 OWNER'S RESPONSIBILITIES

1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;

1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT.

1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;

1.4 OWNER shall be responsible for all permit fees and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;

1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and

1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

2.0 SPECIAL CONDITIONS

2.1 None

ATTACHMENT E

TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY(OWNER)
AND
BURNS & MCDONNELL ENGINEERING COMPANY, INC. (CONSULTANT)
FOR
FEASIBILITY FOR TRANSFER STATION
PROJECT NO. 2650050

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the___day of ________________, 2026.

1.1 Feasibility report due within 180 days.