

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GARVER, LLC
FOR
NEEDA POND IMPROVEMENT AND MADISON STREET EXTENSION
PROJECT SW25020**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Garver LLC, (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to improve the Northeast Economic Development Area (NEEDA) regional detention pond and extend Madison Street (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 be the OWNER'S agent and representative to 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 \$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.

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 the 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 they:

24.1.1 Have complied, and shall at all times during the term of this Contract, 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 Have properly maintained, and shall at all times during the term of this Contract, 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 Have 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 Contract; and

24.1.4 Have required, and will at all times during the term of this Contract, 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 Contract, 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, CONSULTANT’S 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 City funds.

ARTICLE 26 - COMMUNICATIONS

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

OWNER: City of Broken Arrow
485 N. Poplar Avenue
Broken Arrow, OK 74012
Contact: Mr. Charlie Bright, P.E.
Director of Engineering and Construction

CONSULTANT: Garver
6100 S Yale Ave Suite 1300
Tulsa, OK 74136
918.555.5555
Contact Name: Michael Winterscheidt, PE
Transportation Team Leader

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.

IN WITNESS WHEREOF, the City Manager of the City of Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the City of Broken Arrow 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:
City of Broken Arrow, a Municipal Corporation

CONSULTANT:
Garver

By: _____
Michael L. Spurgeon, City Manager

By: Michael Winterscheidt
Michael Winterscheidt,
Transportation Team Lead

Date: _____

Date: 06/08/2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Attest: [Signature]
Alan Dennis
Project Manager

Date: _____

Date: 06/08/2026

Approved as to form:

D. Graham Parker 6/8/2026
Assistant City Attorney

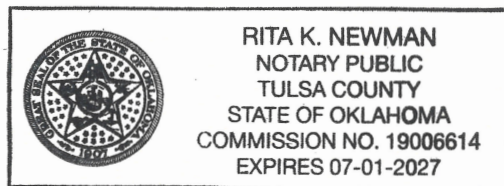
VERIFICATION

State of Oklahoma
County of Tulsa) §

Before me, a Notary Public, on this 8th day of June, 2026, personally appeared Michael Winterscheidt, known to be to be the (Transportation Team Lead) of Garver, 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:

July 01, 2027
Rita K. Newman
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
GARVER, LLC
FOR
NEEDA POND IMPROVEMENT AND MADISON STREET EXTENSION
PROJECT SW25020**

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 construction documents for bidding purposes for the construction of NEEDA Pond Improvement And Madison Street Extension in Broken Arrow. These documents shall include, but not be limited to, the following: a design manual including all numerical calculations supporting the intent of the design, as well as providing the basis for bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.
- 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 (\$1,500,000.00) budgeted for this PROJECT that includes all professional consultant fees and project construction monies.

2.0 PROJECT SCOPE

- 2.1 Generally, the scope of services includes surveying, geotechnical analysis, drainage study, environmental study, and preliminary/final design for improvements to NEEDA Pond. CONSULTANT will develop plans primarily for laying out the improvements to address erosion issues, increase the berm height, and designing a forebay as discussed in *Section 4.4.3 Alternative C* of the Broken Arrow NEEDA Pond Rehabilitation Preliminary Engineering Report.
- 2.2 CONSULTANT will prepare plans for addressing erosion issues by adding adequately sized rip-rap in high-velocity flow locations around the pond.
- 2.3 CONSULTANT will prepare plans for improving the pond berm to allow the pond to meet hydrologic and hydraulic design requirements for the City of Broken Arrow. CONSULTANT will prepare plans for a forebay designed with adequate capacity to handle flow from the “first flush” precipitation rainfall event from the adjacent parking lot north of the project site.

- 2.4 CONSULTANT will prepare plans with an add-alternate to convert the dry pond to a retention pond with a permanent pool elevation.
- 2.5 CONSULTANT will prepare plans with an add-alternate to include an extension of Madison Street along the south side of the pond to provide access to the properties to the south and the east of the pond.
- 2.10. Assistance during construction services, including the review of construction submittals and response to RFIs will be negotiated at a later date if required by the City.

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 within three (3) calendar days.
 - 3.1.2. Meet with the Owner in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well 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. SURVEYS
 - 3.2.1. Design Surveys -

Garver will provide field survey data for designing the Retention Basin, which will include all of the subject property as well as the connections to W. Madison St, and N. Birch Ave., this survey will be tied to the previous control network.

Garver will conduct field surveys, utilizing Lidar, radial topography methods, at intervals and for distances along the Project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Garver will locate buildings and other structures, streets, drainage features, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the Project site. Garver will establish control points for use during construction.
 - 3.2.2. Property Surveys –

Garver will locate existing monumentation representing right of way and/or easements for connections to W. Madison St, and N. Birch Ave., all evidence to be based on record data which will be provided by an abstractor under a subconsultant agreement with Garver.
- 3.3. DRAINAGE STUDY UPDATES
 - 3.3.1. Garver will update the drainage study completed in the Preliminary Engineering Report phase to analyze design components that will be included in the final design including the following tasks:
 - Modifying the pond outlet structure to reduce frequent flooding conditions at Kenosha Street. This includes analyzing the Kenosha Street infrastructure to determine an overtopping elevation, and hydraulically sizing a modified outlet structure for the NEEDA pond that

will reduce frequent flooding conditions at Kenosha Street. Structural design of a modified outlet structure is not included in this scope of services but may be added as a supplemental agreement.

- Converting the dry detention pond to a wet retention pond. This includes volumetric modifications to the stage-storage-discharge curve of the pond and updating the hydrologic model accordingly.
- Hydraulic considerations required for extending Madison Street across the dam embankment. This task includes sizing culverts under the proposed roadway to serve as an emergency spillway of the dam. The spillway channel size will be determined for this task, as well as an energy dissipation solution for where the spillway flow enters the main channel of Park Branch downstream of the pond outlet structure. These design considerations will be incorporated into the hydrologic model for the project.
- The results of these updated analyses will be included in an updated drainage report.

3.4. GEOTECHNICAL SERVICES

3.4.1. Geotechnical services will be provided by Garver's subconsultant. These services will provide embankment material and slope stability recommendations for the raising of the NEEDA Pond berm. The geotechnical scope of services will be determined after the preliminary design is complete, to ensure the appropriate locations and scope of services is identified. Borings or other physical removal of soil from the existing berm are not anticipated to fulfill this scope. An estimated cost of geotechnical services is included in the fee proposal at this time.

3.5. ENVIRONMENTAL SERVICES

3.5.1. Wetland Delineation & Report

Garver will conduct a wetland delineation to determine the limits of jurisdictional waters of the United States, including streams, within the project limits (approximately 13.5 acres). Each potentially jurisdictional feature will be mapped with a sub-meter GPS, which will be used to create shapefiles for use in determining avoidance and minimization of impacts. The delineation will utilize methodologies outlined in the Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Midwest Version 2.0. Garver will accomplish the following as part of the wetland delineation:

- Review pertinent resources related to the project site's hydrology and soils, and review of historical topographic maps and aerial photographs.
- Field survey of wetlands and streams within the previously identified project boundary.
- Create shapefiles from field collected data to be utilized in wetland report exhibits and for quantification of wetland acreages and stream lengths within the project.
- Complete a draft and final Wetland Delineation Report of findings.

3.5.2. USACE Coordination

Upon completion of the Wetland Delineation, Garver will coordinate with the U.S. Army Corps of Engineers to determine jurisdictional status of any features identified within the project limits. Garver will prepare a Request for Corps Jurisdictional Determination and all necessary attachments to request an authorized jurisdictional determination, or determination of No Permit Required for the proposed project. If features within the project boundary are determined to be jurisdictional, Garver will proceed to the

phase which will include Section 404 Permitting for the project.

3.5.3. Environmental Deliverables

The following deliverables will be submitted. Unless otherwise noted below, all deliverables shall be electronic.

- Wetland delineation report
- Shapefiles of the identified waters of the US
- Request for Jurisdictional Determination form and attachments

3.6. PRELIMINARY DESIGN PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.6.1. Prepare preliminary drawings for proposed construction.

3.6.2. Prepare an engineer's opinion of probable construction cost for the proposed improvements.

3.6.3. Garver will incorporate comments from the Owner on the Preliminary Design in the Final Design. Garver will proceed with Final Design after the Preliminary Design is approved by the Owner in writing.

3.7. UTILITY COORDINATION: These services are not included in this scope of work but may be negotiated with the CONSULTANT upon the request of the OWNER.

3.8. LANDSCAPE DESIGN

3.8.1. Landscape Design Services

Garver will provide comprehensive landscape design services focused on enhancing stormwater quality and visual appeal through aquatic planting within the forebay system. These plantings will be strategically selected and placed to support water filtration, habitat creation, and aesthetic integration with the surrounding environment.

In addition to the forebay, landscape plans will be developed for the berm encircling the pond. These plans will address key functional and visual objectives, including:

- Screening: Vegetative buffers to improve privacy and reduce visual impact.
- Erosion Control: Stabilization of slopes and pond edges through appropriate planting and soil management techniques.
- Aesthetic Enhancement: Integration of native and adaptive plant species to create a cohesive and attractive landscape.

3.9. PROPERTY ACQUISITION DOCUMENTS

3.9.1. Garver will provide mapping as required for preparing Right of Way/Easement acquisition documents for the Owner's use in acquiring the property. Documentation will include individual tract maps with a description of temporary and permanent acquisition for each property. Garver will provide a standard easement acquisition document. The fee for providing property acquisition documentation is based on permanent right of way utility, drainage and temporary construction easements for no more than 3 (three) properties. Property acquisition document preparation will begin after receiving the Owner's comments from the Preliminary Design review.

3.10. FINAL DESIGN PHASE: Upon receiving approval of the Preliminary Design, CONSULTANT shall perform the following tasks in accordance with the schedule

provided in Attachment E:

- 3.10.1. Prepare final construction plans for the pond improvements outlined in Section 2.0.
- 3.10.2. Prepare opinion of probable construction cost.
- 3.10.3. Attend meeting to review final plans.
- 3.10.4. Prepare construction specifications; Contract documents other than drawings and estimates on 8-1/2" x 11" paper. All documents shall be suitable for original camera-ready copy.
- 3.10.5. Prepare Contract proposals.
- 3.10.6. Submit an electronic PDF copy of final construction plans, to the OWNER for distribution and review.

3.11. BID DOCUMENTS.

- 3.11.1. Incorporate final design review comments and furnish one (1) complete set of full-size drawings and contract documents, one (1) unbound set of reduced-size (11" x 17") drawings, and one (1) set of final drawings on electronic media (AutoCAD 2013 or earlier version), and one (1) master set of final specifications on electronic media and paper.

3.12. BID ASSISTANCE PHASE: This phase may be negotiated with the CONSULTANT upon the request of the OWNER.

3.13. CONSTRUCTION SERVICES PHASE: This phase may be negotiated with the CONSULTANT upon the request of the OWNER.

3.14. EXTRA WORK: The following items are not included under this agreement but will be considered as extra work. Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.

- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- Design of any utilities relocation.
- Retaining walls or other significant structural design.
- Street lighting or other electrical design.
- Irrigation design.
- Plan color renderings and models.
- Education signage design.
- Sidewalk and site furnishing.
- Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ.
- Construction materials testing.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- Preparation and/or submittal of a Section 404 Permit (Individual or Nationwide) to the USACE.
- Bidding Phase services
- Construction phase services

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
GARVER, LLC
FOR
NEEDA POND IMPROVEMENT AND MADISON STREET EXTENSION
PROJECT SW25020**

ORGANIZATION OF SUBMITTAL DOCUMENTS

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

- 1.0 CONSTRUCTION PLANS:** The CONSULTANT shall submit in-full, construction plans in accordance with City requirements.
- 2.0 DESIGN ANALYSIS:** The CONSULTANT shall submit in-full, a design analysis containing calculations, cut sheets, and outline specifications as described.
- 3.0 TECHNICAL SPECIFICATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, technical specifications to be included in the bidding documents and construction contract.
- 4.0 DESIGN CALCULATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents as part of the Design Analysis.
 - 4.1 Drainage Study Report
 - 4.2 Engineering design calculations require to support final construction plans.
- 5.0 CONTRACT DOCUMENTS:** The CONSULTANT shall submit in-full, all bid documents in accordance with City requirements.

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
COMPANY NAME
FOR
NEEDA POND IMPROVEMENT AND MADISON STREET EXTENSION
PROJECT SW25020**

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 Professional 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 Preliminary Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 128,258.00 for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services. In addition, this phase includes submittal of preliminary plans to Engineering Services along with a drainage study and permit documentation for review.
- 1.2 Final Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$43,283.00 for the completion of the Final Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services. In addition, this phase includes submittal of final plans to One-Stop along with permit applications for review.
- 1.3 Construction Services Phase: The OWNER may negotiate professional services fee with the CONSULTANT at the OWNER'S discretion.
- 1.4 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth in Exhibit B include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of June 1, 2025 for architectural / engineering services.

3.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the Professional 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 Professional 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 Professional 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
CITY OF BROKEN ARROW (OWNER)
AND
GARVER
FOR
NEEDA POND IMPROVEMENTS
PROJECT SW25020**

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. Consultant topographical survey shall locate all utilities above ground for exact location;
- 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
CITY OF BROKEN ARROW (OWNER)
AND
GARVER, LLC
FOR
NEEDA POND IMPROVEMENT AND MADISON STREET EXTENSION
PROJECT SW25020**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the _____ day of _____, 2026.

1.0 PRE-DESIGN PHASE

- 1.1 Notice to Proceed - TBD – Date noted above
- 1.2 Survey Services – 45 Days From NTP
- 1.3 Drainage Study Updates – 45 Days From NTP
- 1.4 Environmental Services – 60 Days From NTP

2.0 PRELIMINARY DESIGN PHASE:

- 2.1 Preliminary Design - 60 days from approval of Updated Drainage Study
- 2.2 Environmental Services – 45 Days from approval of Preliminary Design
- 2.3 Geotechnical Services - 45 days from approval of Preliminary Design
- 2.4 Landscape Architecture Services - 45 days from approval of Preliminary Design
- 2.5 Property Acquisition Documents - 45 days from approval of Preliminary Design

3.0 FINAL DESIGN PHASE:

- 3.1 Final Design - 60 days from approval of Preliminary Design