



City of Broken Arrow
Meeting Agenda
Broken Arrow Economic Development
Authority

Chairperson Debra Wimpee
Vice Chairman Johnnie Parks
Trustee Lisa Ford
Trustee Justin Green
Trustee David Pickel

Tuesday, April 15, 2025

Council Chambers
220 S. 1st Street
Broken Arrow, OK

TIME: Follows City Council meeting which begins at 6:30 p.m. and the Broken Arrow Municipal Authority meeting which follows City Council.

1. Call to Order

2. Roll Call

3. Consideration of Consent Agenda

- A. [25-58](#) Approval of the Broken Arrow Economic Development Authority Meeting Minutes of April 01, 2025
- B. [25-500](#) Approval of and authorization to execute Fifth Amendment to the Economic Development Agreement by and among OakTrust Development LLC, Steve Easley, the Broken Arrow Economic Development Authority, and the City of Broken Arrow
- C. [25-477](#) Approval of and authorization to execute Agreement for Professional Consulting Services with Wallace Design Collective for the design of a regional detention pond near Tucson Street and Aspen Avenue (Project Number (SW25090))
- D. [25-519](#) Ratification of the Claims List Check Register Dated April 07, 2025

4. Consideration of Items Removed from Consent Agenda

5. Public Hearings, Appeals, Presentations, Recognitions, Awards-NONE

6. General Authority Business-NONE

7. Remarks and Inquiries by Governing Body Members

8. Remarks and Updates by City Manager and Staff

9. Executive Session-NONE

10. Adjournment

NOTICE:

Please note that all items on this agenda may be approved, denied, amended, postponed, acknowledged, affirmed or tabled.

If you wish to speak at this evening's meeting, please fill out a "Request to Speak" form. The forms are available from the City Clerk's table or at the entrance door. Please turn in your form prior to the start of the meeting. Topics are limited to items on the currently posted agenda, or relevant business.

All cell phones and pagers must be turned OFF or operated SILENTLY during meetings.

Exhibits, petitions, pictures, etc., shall be received and deposited in case files to be kept at the Broken Arrow City Hall. If you are a person with a disability and need some accommodation in order to participate in this meeting, please contact the City Clerk at 918-259-2400 Ext. 5418 to make arrangements.

21 O.S. Section 280 provides the following:

A. It is unlawful for any person, alone or in concert with others and without authorization, to willfully disturb, interfere or disrupt state business or the business of any political subdivision, which includes publicly posted meetings, or any agency operations or any employee, agent, official or representative of the state or political subdivision.

B. It is unlawful for any person who is without authority or who is causing any disturbance, interference or disruption to willfully refuse to disperse or leave any property, building or structure owned, leased or occupied by state officials or any political subdivision or its employees, agents or representatives or used in any manner to conduct state business or any political subdivision's business or operations after proper notice by a peace officer, sergeant-at-arms, or other security personnel.

C. Any violation of the provisions of this section shall be a misdemeanor punishable by imprisonment in the county jail for a term of not more than one (1) year, by a fine not exceeding One Thousand Dollars (\$1,000.00), or by both such fine and imprisonment.

D. For purposes of this section, "disturb, interfere or disrupt" means any conduct that is violent, threatening, abusive, obscene, or that jeopardizes the safety of self or others.

A paper copy of this agenda is available upon request.

POSTED this ____ day of _____, _____, at _____ a.m./p.m.

City Clerk



City of Broken Arrow

Request for Action

File #: 25-58, Version: 1

**Broken Arrow Economic Development Authority
Meeting of: 04-15-2025**

Title:

Approval of the Broken Arrow Economic Development Authority Meeting Minutes of April 01, 2025

Background:

Minutes recorded for the Broken Arrow Economic Development Authority Meeting.

Cost: None

Funding Source: None

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: April 01, 2025 Broken Arrow Economic Development Authority Minutes

Recommendation:

Approve the minutes of the April 01, 2025 Broken Arrow Economic Development Authority Meeting.



City of Broken Arrow

Minutes

Broken Arrow Economic Development Authority

Chairperson Debra Wimpee
Vice Chairman Johnnie Parks
Trustee Lisa Ford
Trustee Justin Green
Trustee David Pickel

City Hall
220 S 1st Street
Broken Arrow OK
74012

Tuesday, April 1, 2025

Council Chambers

1. Call to Order

Chairperson Debra Wimpee called the meeting to order at 7:45 p.m.

2. Roll Call

Present: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

3. Consideration of Consent Agenda

- A. 25-57 **Approval of the Broken Arrow Economic Development Authority Meeting Minutes of March 18, 2025**
- B. 25-391 **Acknowledgement of submittal of the February 2025 Broken Arrow Economic Development Corporation's Monthly Report**
- C. 25-431 **Ratification of the Claims List Check Register Dated March 24, 2025**

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
Move to approve the Consent Agenda

The motion carried by the following vote:

Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

4. Consideration of Items Removed from Consent Agenda - NONE

5. Public Hearings, Appeals, Presentations, Recognitions, Awards - NONE

6. General Authority Business

- A. 25-453 **Presentation, discussion, and possible direction by the Authority regarding an Economic Development Agreement by and among Oaktrust Development, Broken Arrow Economic Development Authority, and City of Broken Arrow**

Norm Stephens, Assistant City Manager of Administration, reviewed the 2021 economic development agreement between Broken Arrow Economic Development Authority, the City of Broken Arrow, and Oak Trust Development, LLC, aimed at developing a tax increment district along South Aspen Avenue. The agreement included building a 60,000-square-foot grocery store, a 168-unit apartment complex, and over 200,000 square feet of commercial space, with \$5.53 million in financial commitment. Due to Berkshire's acquisition of Reasor's, timelines were delayed, but the grocery store opened on August 8, 2024. The apartment complex, which was postponed to ensure the grocery store's completion first, must now begin

construction by March 31, 2025, with completion by September 30, 2026. Engineering issues, including a requirement to plant 164 trees, have delayed progress. Adjustments are being made to address these issues, and once approved, construction can proceed.

Mr. Easley provided an update on the Aspen Ridge project, stating that progress is substantial, with Berkshire pleased with results. Despite minor setbacks, such as improperly poured curbs being redone, most lots are sold, with only one remaining in Norfolk. Upcoming developments include 17,000 square feet of retail and negotiations for two sit-down restaurants. Easley recently purchased 150 acres in Bixby for a similar project, with Aspen Ridge partners joining. He praised the City of Broken Arrow's cooperation, noting its success as a model for public-private partnerships. Regarding the apartment complex, Easley assured that his commitment to the neighbors, including building an improved fence and addressing tree planting concerns, will be honored.

The council discussed granting Mr. Easley an extension for the Aspen Ridge apartment complex project due to previous delays caused by prioritizing the grocery store construction. Mr. Easley confirmed that all preparations for the apartments are complete, and the project will begin as soon as permits are approved, with an estimated 18-month construction period. To avoid further amendments, the council proposed a generous timeline: construction must start by October 1, 2025, and be completed by September 30, 2027. Mr. Easley agreed to the timeline and mentioned upcoming announcements regarding other developments on the Aspen Ridge site.

**MOTION: A motion was made by Justin Green, seconded by David Pickel
Move to Approve an Economic Development Agreement by and among Oaktrust
Development, Broken Arrow Economic Development Authority, and City of Broken
Arrow**

The motion carried by the following vote:

Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

7. Remarks and Inquiries by Governing Body Members - NONE

8. Remarks and Updates by City Manager and Staff - NONE

9. Executive Session for confidential communications between the Broken Arrow Economic Development Authority, the City Manager, the City Attorney, and any other pertinent staff members discussing and conferring on matters pertaining to:

1. Economic development and specifically discussing an economic development proposal involving real property located at the following location:

A tract of land that is a part of the Northwest Quarter (NW/4) of Section Thirty-three (33), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, said tract being more particularly described as follows: Commencing at the Northeast Corner of said NW/4; Thence South 1°14'45" East and along the East line of the NW/4, for a distance of 50.00 feet to a point on the present South right-of-way line of West Florence street, said point being the Point of Beginning; Thence continuing South 1°14'45" East and along said East line, for a distance of 2597.02 feet to the Southeast Corner thereof; Thence South 88°36'01" West and along the South line of the NW/4, for a distance of 616.52 feet to a point on the present Northerly right-of-way line of the Creek Turnpike; Thence along said Northerly right-of-way line for the following Five (5) courses: North 63°26'36" West for a distance of 579.83 feet; Thence South 26°33'23" West for a distance of 30.00 feet; Thence North 63°26'36" West for a distance of 400.58 feet; Thence North

56°54'49" West for a distance of 351.70 feet; Thence North 49°03'43" West for a distance of 118.08 feet; Thence Northerly along a 460.00 foot radius non-tangent curve to the left, having an initial tangent bearing of North 26°41'34" East, a central angle of 58°03'11", with a chord bearing and distance of North 2°20'01" West for 446.40 feet, for an arc distance of 466.08 feet to a point of tangency; Thence North 31°21'37" West for a distance of 12.00 feet to a point of curvature; Thence along a 450.00 foot radius curve to the right, having a central angle of 28°24'11", with a chord bearing and distance of North 17°09'31" West for 220.80 feet, for an arc distance of 223.08 feet to a point of tangency; Thence North 2°57'25" West for a distance of 148.00 feet; Thence North 13°27'36" West for a distance of 118.00 feet; Thence North 13°26'14" East for a distance of 70.00 feet; Thence North 48°52'56" East for a distance of 165.00 feet; Thence North 29°45'30" East for a distance of 76.00 feet; Thence North 56°50'08" East for a distance of 145.00 feet; Thence North 15°33'10" West for a distance of 56.00 feet; Thence North 3°18'42" East for a distance of 200.00 feet; Thence North 7°04'09" East for a distance of 150.00 feet; Thence North 16°26'17" East for a distance of 172.00 feet; Thence North 37°45'14" East for a distance of 105.60 feet to point on said South right-of-way line of West Florence street; Thence along the South right-of-way line for the following Seven (7) courses: North 88°34'42" East and parallel with the North line of the NW/4, for a distance of 60.35 feet; Thence South 51°36'57" East for a distance of 78.10 feet; Thence North 88°34'42" East and parallel with said North line, for a distance of 130.00 feet; Thence North 53°02'27" East for a distance of 86.02 feet; Thence North 88°34'42" East and parallel with the North line, for a distance of 1069.71 feet, Thence South 1°25'18" East and perpendicular to the North line, for a distance of 10.00 feet; Thence North 88°34'42" East and parallel with the North line, for a distance of 140.95 feet to the Point of Beginning and to include the transfer of property, financing, and the creation of a proposal to entice a business to locate within the City of Broken Arrow, taking appropriate action in open session, including direction for the City Manager and Staff to enter into formal negotiations for an economic development proposal under 25 O.S. §307(C)(11).

In the opinion of the City Attorney, the Authority is advised that the Executive Session is Necessary to discuss a potential economic development, and disclosure will seriously impair the ability of the public body to process the economic development proposal in the public interest. After the conclusion of the confidential portion of executive session, the Authority will reconvene in open meeting, and the final decision, if any, will be put to a vote.

MOTION: A motion was made by Lisa Ford, seconded by Lisa Ford
Move to clear room and enter into BAEDA at 8:02 p.m.

The motion carried by the following vote:

Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to enter into BAEDA at 8:06 p.m.

The motion carried by the following vote:

Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

MOTION: A motion was made by Johnnie Parks, seconded by Debra Wimpee
Move to authorize the City Manager to negotiate an economic development agreement involving real property listed on Section 9 of the Agenda under the authority of 25 Oklahoma Statute Section 307 (c)(11)

The motion carried by the following vote:

Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

10. Adjournment

The meeting was adjourned at 8:23 p.m.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to adjourn

The motion carried by the following vote:

Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

Chairperson

Secretary



City of Broken Arrow

Request for Action

File #: 25-500, Version: 1

**Broken Arrow Economic Development Authority
Meeting of: 04-15-2025**

Title:

Approval of and authorization to execute Fifth Amendment to the Economic Development Agreement by and among OakTrust Development LLC, Steve Easley, the Broken Arrow Economic Development Authority, and the City of Broken Arrow

Background:

On June 29, 2021, the Broken Arrow Economic Development Authority (BAEDA) and City of Broken Arrow entered into an Economic Development Agreement with OakTrust Development, LLC to promote economic development within a Tax Increment District along the east side of South Aspen Avenue.

Under the agreement, the Developer committed to the construction of a 60,000 square foot Reasor's Grocery Store and construction of a 168-unit multi-family apartment complex by June 30, 2023. Also, the development of over 200,000 square feet of new retail and commercial space by June 30, 2024. In addition, the Authority committed to the construction of several Project Site improvements, including a traffic signal at Norfolk. The Authority committed to paying up to \$5,530,000.00 in total for the Project Site improvements, with specific cost caps for each project.

Since June 29, 2021, there have been four Amendments to the original Economic Development Agreement. Due to a delay in the start of construction for the 168-unit multi-family apartment complex, it has necessitated a fifth Amendment to the Agreement. The fifth Amendment adjust the start of construction to no later than October 1, 2025 with the completion of the apartment complex adjusted to September 30, 2027.

Cost: N/A

Funding Source: N/A

Requested By: Norman Stephens, Assistant City Manager - Administration

Approved By: City Manager's Office

Attachments: Fifth Amendment to the Economic Development Agreement

Recommendation:

Approve and authorize execution of the Fifth Amendment to the Economic Development Agreement by and among OakTrust Development, LLC and Broken Arrow Economic Development Authority and City of Broken Arrow, Oklahoma.

**FIFTH AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT BY
AND AMONG OAKTRUST DEVELOPMENT, LLC AND BROKEN ARROW
ECONOMIC DEVELOPMENT AUTHORITY AND CITY OF BROKEN ARROW,
OKLAHOMA**

This Fifth Amendment to the Agreement is made and entered into this 15th day of April, 2025, by and between OAKTRUST DEVELOPMENT, LLC, an Oklahoma Limited Liability Company (the “Developer”), BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY, a municipal public trust (the “Authority”) and the City of Broken Arrow, Oklahoma, a municipal corporation (hereinafter called “City”), as beneficiary of the Authority.

WHEREAS, on June 29, 2021, the Developer, Authority and City entered into an Economic Development Agreement (hereinafter “Agreement”) for the OakTrust Project located near 5601 South Aspen Avenue;

WHEREAS, on June, 2022 and October 2022 and July 2023, the Developer, Authority and City amended said Agreement in order to incorporate additional Project Site Improvement projects identified by the Developer and BAEDA that were necessary for the full development of the Project, including the design, construction and maintenance of a stormwater and sewer system and open drainage ditches for the stormwater extensions;

WHEREAS, the Developer, Authority and City desire to clarify agreed upon dates of construction/operation;

WHEREAS, Section 6.13 Modifications of the Agreement provides for the Agreement to be modified if it is in writing and signed by the party or parties against whom enforcement of any waiver, change, modification or discharge is sought;

WHEREAS, any and all terms and conditions of the previous Economic Development Agreement and its Amendments not modified herein shall remain in full force and effect.

NOW, THEREFORE, in consideration of the covenants and mutual obligations set out herein and, in the Agreement, as amended, and other consideration, the sufficiency of which the parties hereby acknowledge, the parties hereto covenant and agree to the following Amendments:

I. AMENDMENT TO AGREEMENT

ARTICLE IV. COVENANTS AND OBLIGATIONS OF THE DEVELOPER

4.2. DEVELOPMENT OF THE PROJECT. The Developer shall use its best efforts to commence and complete construction in the most expeditious manner that will allow for the maximum development of the Project Site, and consequentially the maximization of potential Tax Increment revenue. The Developer agrees to construct and equip or cause to be constructed and equipped, the Project in accordance with the Construction Plans, and in a

manner consistent with the Development Timeline and Obligations of the Company contained in paragraph 4.3, as follows:

- B. The Developer shall, at its sole cost, develop, construct or cause to be constructed within the Project Site, a 168-unit multi-family apartment complex;

4.3. DEVELOPMENT TIMELINE AND OBLIGATIONS OF THE COMPANY.

The Developer agrees to complete construction of the Project on the following timeline:

- A. Developer agrees to develop, construct or cause to be constructed within the Project Site a 168-unit multi-family apartment complex beginning no later than October 1, 2025 and shall be completed no later than September 30, 2027;

II. CONTINUING TERMS OF AGREEMENT

Except as amended hereby, all terms of the Agreement and subsequent Amendments, shall remain in full force and effect unless specifically modified herein. The Agreement, as amended by this amendment, is in all respects ratified and confirmed, and the Agreement, as so amended by the Amendment shall be read, taken, and construed as one and the same instrument. No other term contained therein may be modified without the express written consent of the parties hereto.

IN WITNESS WHEREOF, the each of the parties has caused this Agreement to be executed by its duly authorized official(s), as of the date first above written.

THE BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY, a municipal public trust.

ATTEST: (S E A L)

By: _____
CHAIRMAN

By: _____
Secretary

Approved as to Form:

City Attorney

THE CITY OF BROKEN ARROW, a municipal corporation.

ATTEST:

(SEAL)

BY: _____
Mayor

By: _____
City Clerk

OakTrust Development, LLC,
a Oklahoma Limited Liability Company

By: _____

Name: Steve Easley, Managing Member of OakTrust Development, LLC



City of Broken Arrow

Request for Action

File #: 25-477, Version: 1

**Broken Arrow Economic Development Authority
Meeting of: 04/15/2025**

Title:

Approval of and authorization to execute Agreement for Professional Consulting Services with Wallace Design Collective for the design of a regional detention pond near Tucson Street and Aspen Avenue (Project Number (SW25090))

Background:

The City is looking into adding a City owned regional detention facility in south Broken Arrow near West Tucson Street and South Aspen Avenue. Two locations are to be evaluated; one area is north of the Creek Turnpike adjacent to the Aspen Ridge Business Park and the second area is just north of West Tucson Street west of the Warren Theatre.

The detention facility would provide detention for future commercial development at the northeast corner of West Tucson Street and South Aspen Avenue. The purpose of the detention facility is to ensure that there is no increase in runoff or adverse impact to downstream properties from the future commercial development.

The funds requested are for hiring an engineering consultant to perform the conceptual detention analysis and design, and to determine if either of these locations noted above would be viable options for a regional detention facility.

This area flows to the Aspen Creek watershed.

Cost: \$90,000.00

Funding Source: Broken Arrow Economic Development Authority

Requested By: Charlie Bright, P.E., Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Agreement for Professional Consulting Services

Recommendation:

Approve and authorize execution of Agreement for Professional Consulting Services with Wallace Design Collective for the design of a regional detention pond near Tucson Street and Aspen Avenue (Project Number SW25090)

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY
AND
WALLACE DESIGN COLLECTIVE, PC
FOR
ASPEN CREEK REGIONAL DETENTION POND
PROJECT SW25090**

This AGREEMENT, including Attachment A through Attachment E, between the Broken Arrow Economic Development Authority (OWNER) and Wallace Design Collective, PC, (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to design and provide conceptual detention report for three (3) alternatives for a regional detention facility for future commercial development northeast of W. Tucson St. (E. 121st St. S.) and S. Aspen Ave. (S. 145th E. Ave.) (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. CONSULTANT and OWNER agree CONSULTANT'S work performed under this AGREEMENT are performed as an independent contractor. 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 he:

- 24.1.1 Has 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 Has 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 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 Contract; and
- 24.1.4 Has 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 City 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 - COMMUNICATIONS

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

OWNER: Broken Arrow Economic Development Authority
P.O. Box 610
Broken Arrow, OK 74012
Contact: Charlie Bright, P.E.
Director of Engineering and Construction

CONSULTANT: Wallace Design Collective, PC
123 N M.L.K. Jr Blvd, Tulsa, OK 74103
918.584.5858

Contact Name: A. Nicole Watts, P.E.
Principal

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

CONSULTANT:
Wallace Design Collective, PC

By: _____
Michael L. Spurgeon, General
Manager

By: *Darren Burns*
Darren Burns,
President

Date: _____

Date: 3.31.25

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Attest: *Nicole Watts*
A. Nicole Watts, Principal

Date: _____

Date: 3.31.2025

Approved as to form:

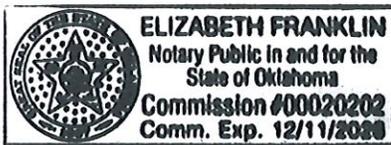
D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Oklahoma
County of Tulsa) §

Before me, a Notary Public, on this 31st day of March, 2025, personally appeared Darren Burns, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: CEO/President) of Wallace Design Collective, PC, 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:
12-11-2028



Elizabeth Franklin
Notary Public

ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY (OWNER)
AND
WALLACE DESIGN COLLECTIVE, PC
FOR
ASPEN CREEK REGIONAL DETENTION POND
PROJECT SW25090

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the ____ day of _____, 2025.

1.0 PROJECT UNDERSTANDING

- 1.1 CONSULTANT understands that the OWNER has retained their professional services in order to analyze potential detention locations for a Regional Detention Facility for commercial development located northeast of W. Tucson St. (E. 121st St. S.) and S. Aspen Ave. (S. 145th E. Ave.) in Broken Arrow. The project shall include a hydrology and hydraulic analysis of the 2 different alternatives for regional detention facilities. The project also includes services for the following: identification of amount of land to be purchased by the OWNER, identification of requirements for governmental agency coordination/permitting limited to ODEQ and USACE agencies, and an H&H report summarizing the analyses.
- 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.

2.0 PROJECT SCOPE

- 2.1 CONSULTANT shall perform conceptual hydraulics & hydrology analysis report.
- 2.2 CONSULTANT shall provide consulting services as follows:
- Project Coordination
 - Hydrology and Hydraulics Report
 - Conceptual Cost Estimate
- 2.3 Neither the OWNER nor CONSULTANT will perform utility potholing. Any impacts to existing utility facilities within the right-of-way will be the responsibility of the OWNER.

3.0 SCOPE OF SERVICES

- 3.1 DATA COLLECTION AND DEVELOPMENT & ADMINISTRATIVE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.1.1 Review MDP hydrology (Utley & Associates); extract detention pond storage and discharge parameters
 - 3.1.2 Review hydraulic model (HISINC); determine hydraulic structure locations, extract parameters, and verify presence and accuracy
 - 3.1.3 Develop modeling approach plan including data sources, assumptions, and scoping for quality assurance
 - 3.1.4 Develop a terrain model from best available USGS LiDAR
 - 3.1.5 Delineate watershed leveraging terrain model and storm sewer GIS data
 - 3.1.6 Develop rainfall hyetograph from NOAA atlas 14 rainfall data and HMS frequency storm meteorological model
 - 3.1.7 Develop surface roughness and infiltration data layers
 - 3.1.8 Develop hydraulic model geometry
 - 3.1.9 Develop and refine cell mesh with road and stream breaklines
 - 3.1.10 Incorporate terrain, infiltration and roughness layers
 - 3.1.11 Input hydraulic structures for all culverts in-line with defined channels using Utley hydrology and HISINC hydraulic model data; location-match and refine data, and fill data gaps (missing culverts)
 - 3.1.12 Establish downstream boundary conditions: set Arkansas River backwater based on review of latest CLOMR hydraulic model as well as river gage data, set outflow conditions for other areas of overflow along basin divide
 - 3.1.13 Incorporate storm sewer features into model as terrain modifications to reduce false storage upstream of project site
 - 3.1.14 Develop flow and plan files, linking flow data from HMS to hydraulic model
 - 3.1.15 Resolve model errors, stability issues; improve model parameters for accuracy
 - 3.1.16 Perform quality control reviews at task milestones
 - 3.1.17 Adjust model parameters in response to internal QC comments
 - 3.1.18 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
 - 3.1.19 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.
 - 3.1.20 Meet with the Owner to discuss analysis findings.

HYDRAULIC MODEL DEVELOPMENT:

- Develop hydraulic model geometry
- Develop and refine cell mesh with road and stream break lines
- Incorporate terrain, infiltration and roughness layers
- Input hydraulic structures for all culverts in-line with defined channels using Utley hydrology and HISINC hydraulic model data; location-match and refine data; fill data gaps (missing culverts)

- Establish downstream boundary conditions: Arkansas River from latest CLOMR hydraulic model and review of river gage data; other areas of overflow along basin divide
- Incorporate storm sewer features into model as terrain modifications to reduce false storage upstream of project site
- Develop flow and plan files, linking flow data from HMS to hydraulic model
- Resolve model errors, stability issues; improve model parameters for accuracy
- Perform quality control reviews at task milestones
- Adjust model parameters in response to internal QC comments

3.2 CONCEPTUAL DESIGNS: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

CONCEPTUAL DESIGN NO. 1:

- 3.2.1a Assess site topography, existing floodplain data, and readily available environmental data (ODEQ requirements for stream buffer protection, local vegetation and soil characteristics) for estimating flood storage, building pad and access road parameters
- 3.2.2a Develop initial grading parameters and hydraulic connectivity for interdependent site features (access road, offline pond, building pads) for Concept #1
- 3.2.3a Develop initial site infiltration and surface roughness parameters
- 3.2.4a Evaluate upstream and downstream impacts of initial site parameters
- 3.2.5a Iteratively adjust all site parameters to maximize developable land and manage model stability; adjustments include infiltration and roughness layers, pad site grading, hydraulic structures and pad site drainage features
- 3.2.6a Verify upstream impacts and downstream attenuation for all design iterations
- 3.2.7a Perform quality control reviews at task milestones
- 3.2.8a Adjust model parameters in response to internal QC comments

CONCEPTUAL DESIGN NO. 2:

- 3.2.1b Delineate channel banks for preservation from inline storage grading
- 3.2.2b Develop preliminary detention grading from bank profile
- 3.2.3b Further refine grading extents by evaluating bank profile against 2-yr and 5-year floodplains
- 3.2.4b Iteratively adjust all site parameters to maximize developable land and manage model stability; adjustments include infiltration and roughness layers, pad site grading, hydraulic structures and pad site drainage features
- 3.2.5b Perform quality control reviews at task milestones
- 3.2.6b Adjust model parameters in response to internal QC comments

CONCEPTUAL DESIGN NO. 3:

- 3.2.1c Provide additional detention storage inline with the channel by grading outside of and below the stream bank profile to further increase developable land area
- 3.2.2c Iteratively adjust all site parameters to maximize developable land and manage model stability; adjustments include infiltration and roughness layers, pad site grading, hydraulic structures and pad site drainage features
- 3.2.3c Perform quality control reviews at task milestones
- 3.2.4c Adjust model parameters in response to internal QC comments

HYDROLOGY AND HYDRAULICS REPORT:

- 3.2.1.d Summarize project scope, including modeling existing floodplains and conceptual design alternatives
- 3.2.2d Summarize hydrologic data and hydraulic model development process
- 3.2.3d Identify data sources, assumptions, and conceptual design alternatives
- 3.2.4d Provide key model data and results parameters
- 3.2.5d Provide graphic instruction on how to view 2-D hydraulic model input data and results for quality review

3.3 HYDROLOGY AND HYDRAULICS ANALYSIS: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.3.1 Assess site topography, existing floodplain data, and readily available environmental data (ODEQ requirements for stream buffer protection, local vegetation and soil characteristics) for estimating flood storage, building pad and access road parameters
- 3.3.2 Develop initial grading parameters and hydraulic connectivity for interdependent site features
- 3.3.3 Develop initial site infiltration and surface roughness parameters
- 3.3.4 Evaluate upstream and downstream impacts of initial site parameters
- 3.3.5 Iteratively adjust all site parameters to maximize developable land and manage model stability; adjustments include infiltration and roughness layers, pad site grading, hydraulic structures and pad site drainage features
- 3.3.6 Verify upstream impacts and downstream attenuation for all design iterations
- 3.3.7 Perform quality control reviews at task milestones
- 3.3.8 Adjust model parameters in response to internal QC comments
- 3.3.9 Analyze modifications to the Park on Florence Regional Detention Pond
- 3.3.10 Analyze modifications to the Aspen Creek Detention Pond
- 3.3.11 Prepare Report with findings
- 3.3.12 Prepare a cost estimate for this design option

- 3.4 LAND SURVEY PHASE:
[Not included in this contract but may be added by amendment]
- 3.5 PRELIMINARY DESIGN PHASE:
[Not included in this contract but may be added by amendment]
- 3.6 FINAL DESIGN PHASE:
[Not included in this contract but may be added by amendment]
- 3.7 BIDDING SERVICES PHASE:
[Not included in this contract but may be added by amendment]
- 3.8 CONSTRUCTION SERVICES PHASE:
[Not included in this contract but may be added by amendment]
- 3.9 USACE PERMIT COORDINATION:
[Not included in this contract but may be added by amendment]
- 3.10 ENVIRONMENTAL ASSESSMENTS:
[Not included in this contract but may be added by amendment]

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY (OWNER)
AND
WALLACE DESIGN COLLECTIVE, PC
FOR
ASPEN CREEK REGIONAL DETENTION POND
PROJECT SW25090**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the ____ day of _____, 2025.

- 1.0 HYDROLOGY AND HYDRAULICS ANALYSIS & REPORT:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, drainage analysis in accordance with the City requirements.

ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY (OWNER)
AND
WALLACE DESIGN COLLECTIVE, PC
FOR
ASPEN CREEK REGIONAL DETENTION POND
PROJECT SW25090

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 _____, 2025.

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 Hydrology & Hydraulics (H&H) Analysis Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 90,000.00 for the completion of the H&H Analysis. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
 - 3.1 Data Collection and Development & Administrative Lump Sum: \$ 35,000.00
 - 3.2 Conceptual Designs Lump Sum: \$ 26,000.00
 - 3.3 Hydrology and Hydraulics (H&H) Analysis Lump Sum: \$ 29,000.00
- 1.2 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 Appendix 1 include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 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
BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY (OWNER)
AND
WALLACE DESIGN COLLECTIVE, PC
FOR
ASPEN CREEK REGIONAL DETENTION POND
PROJECT SW25090

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 _____, 2025.

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 and below 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
BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY (OWNER)
AND
WALLACE DESIGN COLLECTIVE, PC
FOR
ASPEN CREEK REGIONAL DETENTION POND
PROJECT SW25090**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the ____ day of _____, 2025.

1.0 HYDROLOGY & HYDRAULICS (H&H) ANALYSIS PHASE:

- 1.1 Notice to Proceed: TBD
- 1.2 Data Collection and Development: 14 Calendar days from NTP
- 1.3 Prepare Conceptual Designs: 21 Calendar days from Data Collection and Development
- 1.3 Prepare Draft H&H Report: 14 Calendar days from Prepare Conceptual Designs
- 1.3 Owner Review: 14 Calendar days from Draft H&H Report submittal
- 1.4 Prepare Final H&H report: 14 Calendar days from Owner Review



City of Broken Arrow

Request for Action

File #: 25-519, **Version:** 1

**Broken Arrow Economic Development Authority
Meeting of: 04/15/2025**

Title:

Ratification of the Claims List Check Register Dated April 07, 2025

Background:

Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from March 25, 2025 through April 07, 2025 checks, V-Cards (single use electronic credit cards) or ACH (direct payments to the vendors bank by the federal reserve automated clearing house) were processed for a total of \$6,214,313.36 for the various funds.

Governmental Funds	\$1,421,319.57
BAMA	\$4,749,557.13
BAEDA	<u>\$ 43,436.66</u>
Total	\$6,214,313.36

A summary by funds and detail are attached.

Cost: \$43,436.66

Funding Source: BAEDA Operational and Capital accounts

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated April 07, 2025

Recommendation: .recommend
Ratify Claims List Check Register dated 04/07/2025

City of Broken Arrow
Check Register by Fund



Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
FUND			DESCRIPTION	AMOUNT	INVOICE COUNT				
110		GENERAL		211,416.37	675				
220		BA MUNICIPAL AUTHORITY		4,747,057.13	873				
221		BAMA SALES TAX DEBT SERVICE		2,500.00	2				
227		CVB-HOTEL MOTEL		1,193.36	23				
330		SALES TAX CAPITAL IMPROVEMENT		382,015.42	21				
331		POLICE ENHANCEMENTS		13,000.00	1				
332		PARK & REC CAP IMPROV		95.00	1				
337		POLICE BLOCK GRANT		307.87	1				
341		ALCOHOL ENFORCEMENTS		806.00	1				
342		STREET LIGHT FUND		3,424.27	15				
343		STREET SALES TAX FUND		132,897.19	12				
344		PS SALES TAX POLICE		140,793.49	335				
345		PS SALES TAX FIRE		100,302.11	181				
346		ADMINISTRATIVE TECHNOLOGY		4,549.52	3				
592		2014 BOND ISSUE		2,332.34	2				
593		2018 BOND ISSUE		208,002.32	14				
660		WORKERS COMPENSATIONS		160,559.31	14				
661		GROUP HEALTH AND LIFE		58,285.00	1				
882		AGENCY FUND DEPOSITS		1,340.00	5				
887		ECONOMIC DEVELOP AUTHORITY		43,436.66	2				
Total				6,214,313.36	2,182				

Prepared : 4/7/2025 9:22:06 AM

Page Number 138 of 144

City of Broken Arrow
Check Register by Fund



Fund 887

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
03/27/2025	327349	1115	BROKEN ARROW ECONOMIC DEVELOPMENT CORP.	FEB 2025	FEB 2025	8871700 550700		2025/9	35,416.66
Total For Check # 327349									35,416.66
03/27/2025	327410	2004	KIMLEY-HORN & ASSOCIATES INC.	064598216-1224	Events Park Infrastructure 2417210	8871700 570150	2417210	2025/9	8,020.00
Total For Check # 327410									8,020.00
Total For Fund 887									43,436.66
Number of Invoices For Fund 887									2
Total For ALL Checks									6,214,313.36
Total Number of Invoices									2,182

**AGREEMENT
 FOR
 PROFESSIONAL CONSULTANT SERVICES
 BETWEEN
 BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY
 AND
 WALLACE DESIGN COLLECTIVE, PC
 FOR
 ASPEN CREEK REGIONAL DETENTION POND
 PROJECT SW25090**

This AGREEMENT, including Attachment A through Attachment E, between the Broken Arrow Economic Development Authority (OWNER) and Wallace Design Collective, PC, (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to design and provide conceptual detention report for three (3) alternatives for a regional detention facility for future commercial development northeast of W. Tucson St. (E. 121st St. S.) and S. Aspen Ave. (S. 145th E. Ave.) (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. CONSULTANT and OWNER agree CONSULTANT'S work performed under this AGREEMENT are performed as an independent contractor. 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 he:

- 24.1.1 Has 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 Has 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 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 Contract; and
- 24.1.4 Has 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 City 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 - COMMUNICATIONS

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

OWNER: Broken Arrow Economic Development Authority
P.O. Box 610
Broken Arrow, OK 74012
Contact: Charlie Bright, P.E.
Director of Engineering and Construction

CONSULTANT: Wallace Design Collective, PC
123 N M.L.K. Jr Blvd, Tulsa, OK 74103
918.584.5858

Contact Name: A. Nicole Watts, P.E.
Principal

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

CONSULTANT:
Wallace Design Collective, PC

By: _____
Michael L. Spurgeon, General
Manager

By: *Darren Burns*
Darren Burns,
President

Date: _____

Date: 3.31.25

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Attest: *Nicole Watts*
A. Nicole Watts, Principal

Date: _____

Date: 3.31.2025

Approved as to form:

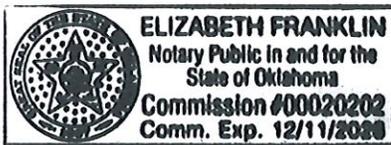
D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Oklahoma
County of Tulsa) §

Before me, a Notary Public, on this 31st day of March, 2025, personally appeared Darren Burns, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: CEO/President) of Wallace Design Collective, PC, 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:
12-11-2028



Elizabeth Franklin
Notary Public

ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY (OWNER)
AND
WALLACE DESIGN COLLECTIVE, PC
FOR
ASPEN CREEK REGIONAL DETENTION POND
PROJECT SW25090

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the ____ day of _____, 2025.

1.0 PROJECT UNDERSTANDING

- 1.1 CONSULTANT understands that the OWNER has retained their professional services in order to analyze potential detention locations for a Regional Detention Facility for commercial development located northeast of W. Tucson St. (E. 121st St. S.) and S. Aspen Ave. (S. 145th E. Ave.) in Broken Arrow. The project shall include a hydrology and hydraulic analysis of the 2 different alternatives for regional detention facilities. The project also includes services for the following: identification of amount of land to be purchased by the OWNER, identification of requirements for governmental agency coordination/permitting limited to ODEQ and USACE agencies, and an H&H report summarizing the analyses.
- 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.

2.0 PROJECT SCOPE

- 2.1 CONSULTANT shall perform conceptual hydraulics & hydrology analysis report.
- 2.2 CONSULTANT shall provide consulting services as follows:
- Project Coordination
 - Hydrology and Hydraulics Report
 - Conceptual Cost Estimate
- 2.3 Neither the OWNER nor CONSULTANT will perform utility potholing. Any impacts to existing utility facilities within the right-of-way will be the responsibility of the OWNER.

3.0 SCOPE OF SERVICES

- 3.1 DATA COLLECTION AND DEVELOPMENT & ADMINISTRATIVE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.1.1 Review MDP hydrology (Utley & Associates); extract detention pond storage and discharge parameters
 - 3.1.2 Review hydraulic model (HISINC); determine hydraulic structure locations, extract parameters, and verify presence and accuracy
 - 3.1.3 Develop modeling approach plan including data sources, assumptions, and scoping for quality assurance
 - 3.1.4 Develop a terrain model from best available USGS LiDAR
 - 3.1.5 Delineate watershed leveraging terrain model and storm sewer GIS data
 - 3.1.6 Develop rainfall hyetograph from NOAA atlas 14 rainfall data and HMS frequency storm meteorological model
 - 3.1.7 Develop surface roughness and infiltration data layers
 - 3.1.8 Develop hydraulic model geometry
 - 3.1.9 Develop and refine cell mesh with road and stream breaklines
 - 3.1.10 Incorporate terrain, infiltration and roughness layers
 - 3.1.11 Input hydraulic structures for all culverts in-line with defined channels using Utley hydrology and HISINC hydraulic model data; location-match and refine data, and fill data gaps (missing culverts)
 - 3.1.12 Establish downstream boundary conditions: set Arkansas River backwater based on review of latest CLOMR hydraulic model as well as river gage data, set outflow conditions for other areas of overflow along basin divide
 - 3.1.13 Incorporate storm sewer features into model as terrain modifications to reduce false storage upstream of project site
 - 3.1.14 Develop flow and plan files, linking flow data from HMS to hydraulic model
 - 3.1.15 Resolve model errors, stability issues; improve model parameters for accuracy
 - 3.1.16 Perform quality control reviews at task milestones
 - 3.1.17 Adjust model parameters in response to internal QC comments
 - 3.1.18 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
 - 3.1.19 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.
 - 3.1.20 Meet with the Owner to discuss analysis findings.

HYDRAULIC MODEL DEVELOPMENT:

- Develop hydraulic model geometry
- Develop and refine cell mesh with road and stream break lines
- Incorporate terrain, infiltration and roughness layers
- Input hydraulic structures for all culverts in-line with defined channels using Utley hydrology and HISINC hydraulic model data; location-match and refine data; fill data gaps (missing culverts)

- Establish downstream boundary conditions: Arkansas River from latest CLOMR hydraulic model and review of river gage data; other areas of overflow along basin divide
- Incorporate storm sewer features into model as terrain modifications to reduce false storage upstream of project site
- Develop flow and plan files, linking flow data from HMS to hydraulic model
- Resolve model errors, stability issues; improve model parameters for accuracy
- Perform quality control reviews at task milestones
- Adjust model parameters in response to internal QC comments

3.2 CONCEPTUAL DESIGNS: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

CONCEPTUAL DESIGN NO. 1:

- 3.2.1a Assess site topography, existing floodplain data, and readily available environmental data (ODEQ requirements for stream buffer protection, local vegetation and soil characteristics) for estimating flood storage, building pad and access road parameters
- 3.2.2a Develop initial grading parameters and hydraulic connectivity for interdependent site features (access road, offline pond, building pads) for Concept #1
- 3.2.3a Develop initial site infiltration and surface roughness parameters
- 3.2.4a Evaluate upstream and downstream impacts of initial site parameters
- 3.2.5a Iteratively adjust all site parameters to maximize developable land and manage model stability; adjustments include infiltration and roughness layers, pad site grading, hydraulic structures and pad site drainage features
- 3.2.6a Verify upstream impacts and downstream attenuation for all design iterations
- 3.2.7a Perform quality control reviews at task milestones
- 3.2.8a Adjust model parameters in response to internal QC comments

CONCEPTUAL DESIGN NO. 2:

- 3.2.1b Delineate channel banks for preservation from inline storage grading
- 3.2.2b Develop preliminary detention grading from bank profile
- 3.2.3b Further refine grading extents by evaluating bank profile against 2-yr and 5-year floodplains
- 3.2.4b Iteratively adjust all site parameters to maximize developable land and manage model stability; adjustments include infiltration and roughness layers, pad site grading, hydraulic structures and pad site drainage features
- 3.2.5b Perform quality control reviews at task milestones
- 3.2.6b Adjust model parameters in response to internal QC comments

CONCEPTUAL DESIGN NO. 3:

- 3.2.1c Provide additional detention storage inline with the channel by grading outside of and below the stream bank profile to further increase developable land area
- 3.2.2c Iteratively adjust all site parameters to maximize developable land and manage model stability; adjustments include infiltration and roughness layers, pad site grading, hydraulic structures and pad site drainage features
- 3.2.3c Perform quality control reviews at task milestones
- 3.2.4c Adjust model parameters in response to internal QC comments

HYDROLOGY AND HYDRAULICS REPORT:

- 3.2.1.d Summarize project scope, including modeling existing floodplains and conceptual design alternatives
- 3.2.2d Summarize hydrologic data and hydraulic model development process
- 3.2.3d Identify data sources, assumptions, and conceptual design alternatives
- 3.2.4d Provide key model data and results parameters
- 3.2.5d Provide graphic instruction on how to view 2-D hydraulic model input data and results for quality review

3.3 HYDROLOGY AND HYDRAULICS ANALYSIS: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.3.1 Assess site topography, existing floodplain data, and readily available environmental data (ODEQ requirements for stream buffer protection, local vegetation and soil characteristics) for estimating flood storage, building pad and access road parameters
- 3.3.2 Develop initial grading parameters and hydraulic connectivity for interdependent site features
- 3.3.3 Develop initial site infiltration and surface roughness parameters
- 3.3.4 Evaluate upstream and downstream impacts of initial site parameters
- 3.3.5 Iteratively adjust all site parameters to maximize developable land and manage model stability; adjustments include infiltration and roughness layers, pad site grading, hydraulic structures and pad site drainage features
- 3.3.6 Verify upstream impacts and downstream attenuation for all design iterations
- 3.3.7 Perform quality control reviews at task milestones
- 3.3.8 Adjust model parameters in response to internal QC comments
- 3.3.9 Analyze modifications to the Park on Florence Regional Detention Pond
- 3.3.10 Analyze modifications to the Aspen Creek Detention Pond
- 3.3.11 Prepare Report with findings
- 3.3.12 Prepare a cost estimate for this design option

3.4 LAND SURVEY PHASE:

[Not included in this contract but may be added by amendment]

3.5 PRELIMINARY DESIGN PHASE:

[Not included in this contract but may be added by amendment]

3.6 FINAL DESIGN PHASE:

[Not included in this contract but may be added by amendment]

3.7 BIDDING SERVICES PHASE:

[Not included in this contract but may be added by amendment]

3.8 CONSTRUCTION SERVICES PHASE:

[Not included in this contract but may be added by amendment]

3.9 USACE PERMIT COORDINATION:

[Not included in this contract but may be added by amendment]

3.10 ENVIRONMENTAL ASSESSMENTS:

[Not included in this contract but may be added by amendment]

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY (OWNER)
AND
WALLACE DESIGN COLLECTIVE, PC
FOR
ASPEN CREEK REGIONAL DETENTION POND
PROJECT SW25090**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the ____ day of _____, 2025.

- 1.0 HYDROLOGY AND HYDRAULICS ANALYSIS & REPORT:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, drainage analysis in accordance with the City requirements.

ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY (OWNER)
AND
WALLACE DESIGN COLLECTIVE, PC
FOR
ASPEN CREEK REGIONAL DETENTION POND
PROJECT SW25090

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 _____, 2025.

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 Hydrology & Hydraulics (H&H) Analysis Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 90,000.00 for the completion of the H&H Analysis. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
 - 3.1 Data Collection and Development & Administrative Lump Sum: \$ 35,000.00
 - 3.2 Conceptual Designs Lump Sum: \$ 26,000.00
 - 3.3 Hydrology and Hydraulics (H&H) Analysis Lump Sum: \$ 29,000.00
- 1.2 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 Appendix 1 include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 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
BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY (OWNER)
AND
WALLACE DESIGN COLLECTIVE, PC
FOR
ASPEN CREEK REGIONAL DETENTION POND
PROJECT SW25090

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 _____, 2025.

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 and below 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
BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY (OWNER)
AND
WALLACE DESIGN COLLECTIVE, PC
FOR
ASPEN CREEK REGIONAL DETENTION POND
PROJECT SW25090**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the ____ day of _____, 2025.

1.0 HYDROLOGY & HYDRAULICS (H&H) ANALYSIS PHASE:

- 1.1 Notice to Proceed: TBD
- 1.2 Data Collection and Development: 14 Calendar days from NTP
- 1.3 Prepare Conceptual Designs: 21 Calendar days from Data Collection and Development
- 1.3 Prepare Draft H&H Report: 14 Calendar days from Prepare Conceptual Designs
- 1.3 Owner Review: 14 Calendar days from Draft H&H Report submittal
- 1.4 Prepare Final H&H report: 14 Calendar days from Owner Review