

**AGREEMENT SUMMARY
BROKEN ARROW MUNICIPAL AUTHORITY
WINDSOR LIFT STATION EXPANSION OR ELIMINATION
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. S.26030**

1.0 Professional Consulting Firm:

- 1.1 Name: HDR Engineering, Inc.
- 1.2 Telephone No.: 972-960-4400
- 1.3 Address: 110 S Hartford Ave, Suite 2503
Tulsa, OK 74120

2.0 Project Name/Location: Windsor Lift Station Expansion or Elimination, 1703 W. Miami St., Broken Arrow, OK 74011.

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare a technical memorandum for recommendation of elimination or expansion of the Windsor Lift Station. These documents shall include, but not be limited to, the following: provide a technical memorandum for the recommendation of elimination or expansion of the Windsor Lift Station; conceptual layout of route of gravity sanitary sewer if elimination is recommended, or conceptual recommendations of lift station expansion if recommended; and conceptual cost of each recommendation. Services for final design of the recommended approach will be performed under an amendment to this agreement or a new agreement.

4.0 Agreement Summary:

4.1 Agreement Amount:	
Administrative/Managerial Duties	\$ 4,850.00
Preliminary Study	\$ 6,281.00
Lift Station Feasibility	\$ 4,272.00
Lift Station Decommission Evaluation	\$ 10,888.00
Technical Memorandum	<u>\$ 8,667.00</u>
TOTAL AGREEMENT AMOUNT	\$ 34,958.00

4.2 Agreement Time: 75 calendar days

5.0 Agreement Approved by the OWNER on: _____

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HDR ENGINEERING, INC. (CONSULTANT)
FOR
WINDSOR LIFT STATION EXPANSION OR ELIMINATION
PROJECT S.26030**

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

WITNESSETH:

WHEREAS, OWNER intends to evaluate the elimination or expansion of the existing Windsor Lift Station (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Oklahoma and venue for any action concerning this AGREEMENT shall be in the District Court of Tulsa County, Oklahoma.

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. If construction phase services are included, the CONSULTANT shall 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 SUBMITTAL 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 either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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

ARTICLE 16 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

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

ARTICLE 17 - WAIVER

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - INTEGRATION

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

ARTICLE 21 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this

AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

ARTICLE 23 - COMPLETION

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

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 CONSULTANT shall demonstrate that he:

- 24.1.1 Has complied, and shall at all times during the term of this AGREEMENT, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”); and
 - 24.1.2 Has properly maintained, and shall at all times during the term of this AGREEMENT, maintain any and all employee records required by the U.S. Department of Homeland Security (“DHS”), including, without limitation, properly completed and maintained Form I-9s for each of the CONSULTANTS employees; and
 - 24.1.3 Has verified the employment eligibility for all employees hired on or after July 1, 2008, through DHS’s E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this AGREEMENT; and
 - 24.1.4 Has required, and will at all times during the term of this AGREEMENT, require any sub-contractor utilized, hired or sub-contracted for by CONSULTANT for the completion or undertaking of any duties, tasks or responsibilities under this AGREEMENT, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (l), parts (a), (b) and (c), above, with regards to each of the sub-contractor’s employees.
- 24.2 CONSULTANT will indemnify, defend and hold harmless OWNER against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney’s fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, CONSULTANTS failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by CONSULTANT as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - FIREARMS INDUSTRY NONDISCRIMINATION

CONSULTANT certifies, pursuant to 21 O.S. § 1289.31, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and that it will not so discriminate during the term of this AGREEMENT. This clause applies only if

CONSULTANT is a company with at least ten (10) full-time employees and the AGREEMENT value is at least \$100,000 paid in whole or in part from BAMA funds.

ARTICLE 26 - COMMUNICATIONS

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

OWNER: Broken Arrow Municipal Authority
485 N. Poplar Avenue
Broken Arrow, OK 74012
Contact: Charlie Bright, P.E.
Director of Engineering & Construction

CONSULTANT: HDR Engineering, Inc.
110 S Hartford Ave, Suite 2503
Tulsa, OK 74120
Contact Name: Brogan Tyler, P.E.
Project Manager

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

ARTICLE 27 - ELECTRONIC SIGNATURES

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

OWNER:

Broken Arrow Municipal Authority

By: _____
Michael L. Spurgeon, General
Manager

Date: _____

CONSULTANT:

HDR Engineering, Inc.

By: _____
Name: Lucas A. Bathurst
Title: Vice President, Area Manager

Date: 02/13/2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
Secretary [Seal]

Date: _____

Attest: _____
Jenifer Rayshell, Admin. Assistant

Date: 2/13/2026

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Texas)
) §
County of Dallas)

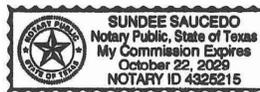
Before me, a Notary Public, on this 13th day of February, 2026, personally appeared Lucas A. Bathurst, known to be to be the (~~President~~, Vice-President, ~~Corporate Officer, Member, or Other:~~ _____) of HDR Engineering, Inc., and to be the identical person who executed the within and foregoing instrument, 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:

10-22-29

Sundee Saucedo

Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HDR ENGINEERING, INC. (CONSULTANT)
FOR
WINDSOR LIFT STATION EXPANSION OR ELIMINATION
PROJECT S.26030**

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 As part of the 2018 Wastewater Master Plan (WWMP) by CONSULTANT, the OWNER has aligned its Capital Improvement Plan (CIP) to proactively address system vulnerabilities, with the Windsor Lift Station (LL LS37) identified as a key concern due to its insufficient capacity to manage current and future wet weather flows. The station was originally constructed in 1982 and most recently upgraded in 2024. It is still recognized as an area of concern for wet weather discharge potential with its risk of surcharge and upstream backups that could result in property damage within nearby residential areas. To mitigate these risks, the OWNER has scheduled this project to evaluate the future use of the lift station, with the OWNER seeking a recommendation based on an analysis of existing and future conditions. The project includes assessing whether to expand the lift station capacity to handle peak wet weather events or to eliminate it entirely and construct a new gravity sewer to convey flow to an existing trunk sewer. The outcome of this study will result in an amendment to this agreement or a new agreement to conduct the final design for the agreed-upon alternative.
- 1.2 CONSULTANT understands that the OWNER has retained their professional services in order to prepare a technical memorandum for the purposes of recommending the elimination or expansion of Windsor Lift Station at 1703 W. Miami Street in Broken Arrow, OK. The PROJECT deliverable is a technical memorandum that describes the evaluation along with opinions of probable construction cost (OPCCs) for each alternative and a recommended approach.
- 1.3 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 SCOPE OF SERVICES

2.1 **ADMINISTRATIVE/MANAGERIAL DUTIES:** CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:

2.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.

2.1.2 To maintain consistent communications and keep OWNER well-informed on project progress, CONSULTANT will provide the following project management services over the project duration:

2.1.2.1 Monthly project progress and schedule updates.

2.1.2.2 Prepare and submit monthly invoices for progress payments.

2.1.2.3 Project meetings, agenda, and meeting summaries, to include:

- One (1) Project Kick-Off Meeting (virtual), agenda, and meeting minutes.
- One (1) Monthly Project Progress Meeting (virtual), agenda, and meeting minutes during project duration. It is assumed that CONSULTANT PM will represent CONSULTANT at monthly meeting.
- One (1) workshop meeting to discuss OWNER comments on draft technical memorandum.

2.2 **PRELIMINARY STUDY:** Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

2.2.1 Project Kickoff: CONSULTANT will conduct a project kickoff meeting (virtual). This meeting will serve as the beginning of the project. The project kickoff meeting will be used to determine design criteria, requirements and codes, and other critical design features of the PROJECT such as project schedule and milestone dates.

2.2.2 Data Collection & Review: Project related data and documentation have been previously provided to the CONSULTANT. For the purpose of this study, it is assumed that the locations and depths of existing and future utilities will be based on provided as-built drawings. It is assumed that the CONSULTANT has or will receive the following information:

- Record drawings for existing wastewater infrastructure in the area and drawings for pending improvements (if any)
- GIS information for the area
- Development plans within the Windsor Lift Station (LS) sewershed
- Land use plans / comprehensive plans for the area
- Design reports and studies

- Other relevant record drawings in the area, such as roadways and other utilities
- Field elevation clarification of existing sanitary sewer line that crosses underneath the Creek Turnpike.

2.2.3 Lift Station Design Flow

2.2.3.1 Update the collection system hydraulic model for development changes to the system in the project area not included in the 2026 Wastewater System Master Plan (Master Plan) hydraulic model. Additional flow monitoring or re-calibration of the model is not included in the project scope.

2.2.3.2 With assistance from OWNER, determine future development areas that would be served by the Windsor LS. Verify the latest land use designation for these areas and apply dwelling unit per acre and peaking factor criteria from the Master Plan to determine future dry weather and wet weather flows at full buildout. Update the hydraulic model as needed to reflect the future planning scenario.

2.2.3.3 Utilize the hydraulic model to determine average day and peak flows to the proposed Windsor LS area for both current and future scenarios. Determine the required firm capacity of the lift station based on full buildout peak flows.

2.3 **LIFT STATION EXPANSION FEASIBILITY:** Upon completion of the baseline data development, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

2.3.1 Desktop Evaluation. CONSULTANT shall perform a desktop level evaluation utilizing existing and future flow values from the previous task. This desktop level evaluation is limited to the following:

- Future wet well sizing
- Assumed necessary firm pumping capacity needed
- Force main sizing
- Class 5 estimate opinion of probable construction cost (OPCC) per AACE International
- Planning level easement acquisition cost on a dollar per acre basis (\$/AC)

2.4 **LIFT STATION ELIMINATION EVALUATION:** Upon completion of baseline data development, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 2.4.1 Alignment Evaluation. Identify up to three (3) alternative alignments for a gravity sewer line to convey buildout flows from the Windsor LS site to an existing downstream sewer trunk line to eliminate the need for the lift station. One route will connect to the Elm Creek trunk line system to the east of the LS site, and two routes will connect to the Aspen Creek trunk line system: one to the west of the LS site and one to the south of the Creek Turnpike. CONSULTANT to determine the alignment, manhole locations, diameter, and pipe slope per each alternative alignment to deliver the buildout flow. Prepare an aerial figure of the project area showing the three alternative routes and to be confirmed with OWNER staff.
- 2.4.2 Review Meeting. Conduct one (1) virtual meeting with OWNER staff to Review the findings and recommendations with OWNER staff during the scheduled monthly meeting. CONSULTANT will revise the conceptual design to address OWNER comments.
- 2.4.3 OPCC. Develop opinions of probable construction cost (OPCCs) for the proposed gravity sewer alignments. The OPCCs will be Class 5 estimates per AACE International.
- 2.5 **TECHNICAL MEMO:** Upon completion of the lift station expansion and elimination evaluations, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
 - 2.5.1 Draft Technical Memo. Document the work completed in this scope of work in a technical memorandum (TM) and include a recommended approach. Conduct an internal quality control review of the TM prior to submission to OWNER. Submit an electronic pdf of the draft TM for OWNER review.
 - 2.5.2 Final Technical Memo. Conduct a (virtual) meeting to review the TM. Address OWNER comments and submit an electronic pdf of the final TM to OWNER.
- 2.6 **DETAILED DESIGN SERVICES PHASE:** This phase will be negotiated with the CONSULTANT upon the request of the OWNER.
- 2.7 **BID SERVICES PHASE:** This phase will be negotiated with the CONSULTANT upon the request of the OWNER.
- 2.8 **CONSTRUCTION SERVICES PHASE:** This phase will be negotiated with the CONSULTANT upon the request of the OWNER.
- 2.9 **PROJECT CLOSEOUT PHASE:** This phase will be negotiated with the CONSULTANT upon the request of the OWNER.
- 2.10 **ADDITIONAL SERVICES:** The services listed above are included within this AGREEMENT. Additional services are available upon request and can be included as an amendment to this AGREEMENT. Additional services available but not limited to include:
 - 2.10.1 Survey and SUE: For utilities that conflict with the selected alternative.

- 2.10.2 Additional Lift Station Evaluations: Calculation of system curve(s), pump selection(s) and final configuration(s), conceptual level lift station facility layout(s), additional considerations for access, aesthetics (view, odor, lighting, noise), and proximity to floodplain can be included. including: fence perimeter, wetwell and vaults, access driveway, electrical panels, standby generator, and odor control unit as requested to be part of this study.
- 2.10.3 Force Main: Development of a preliminary profile, high point(s) along the alignment, or additional easement acquisition(s) can be included as a part of this study.
- 2.10.4 Environmental: On-site delineation of potential Waters of the U.S. or wetland evaluation.

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HDR ENGINEERING, INC. (CONSULTANT)
FOR
WINDSOR LIFT STATION EXPANSION OR ELIMINATION
PROJECT NO. S.26030**

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 TECHNICAL MEMORANDUM:** The CONSULTANT shall document the study and recommendation as described in Attachment A

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HDR ENGINEERING, INC. (CONSULTANT)
FOR
WINDSOR LIFT STATION EXPANSION OR ELIMINATION
PROJECT NO. S.26030**

COMPENSATION AND ADDITIONAL SERVICES

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

1.0 BASIC COMPENSATION

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

- 1.1 Administrative/Managerial Duties Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$4,850.00 for the completion of the Administrative/Managerial task. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Preliminary Study Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$6,281.00 for the completion of the Baseline Data Development task. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Lift Station Feasibility Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$4,272.00 for the completion of the Lift Station Expansion Evaluation task. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Lift Station Elimination Evaluation Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$10,888.00 for the completion of the Lift Station Elimination Evaluation task. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5 Technical Memo Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$8,667.00 for the completion of the Alternative Selection and Technical Memo task. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.6 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

2.0 REPRODUCTION

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

3.0 MILEAGE

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

4.0 DIRECT COSTS

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

5.0 ADJUSTMENT CLAUSE

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

**ATTACHMENT D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HDR ENGINEERING, INC. (CONSULTANT)
FOR
WINDSOR LIFT STATION EXPANSION OR ELIMINATION
PROJECT NO. S.26030**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

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

1.0 OWNER'S RESPONSIBILITIES

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT;
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall be responsible for all permit fees and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;
- 1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and
- 1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

2.0 SPECIAL CONDITIONS

- 2.1 None

**ATTACHMENT E
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HDR ENGINEERING, INC. (CONSULTANT)
FOR
WINDSOR LIFT STATION EXPANSION OR ELIMINATION
PROJECT NO. S.26030**

PROJECT SCHEDULE

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

1.0 BASIS OF DESIGN PHASE:

- 1.1 Notice to Proceed: Anticipated March 3, 2026
- 1.2 Kickoff Meeting: Within 14 calendar days of Notice to Proceed
- 1.3 Submit Draft Technical Memorandum: Within 30 calendar days from kickoff meeting
- 1.4 OWNER Review of Technical Memorandum: Within 14 calendar days from Draft Technical Memorandum submittal to OWNER
- 1.5 Submit Final Technical Memorandum based on OWNER'S review: Within 14 calendar days from OWNER review completion