

**BROKEN ARROW MUNICIPAL AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT  
BRIDGE REPAIR LYNN LANE ACCESS  
PROJECT NUMBER: 2454250**

**1. Professional Service Provider:**

- a. Name: Cross Timbers Consulting, LLC
- b. Telephone No.: 918.348.9916
- c. Address: PO Box 67, Alex, OK 73002

**2. Project Title and Location:** Bridge Repair Lynn Lane Access located along the north side of E. Jasper St. and east of S. 7<sup>th</sup> St.

**3. Contract for:** Providing professional survey services associated with public works projects for the Broken Arrow Municipal Authority. Professional services to include providing hydrologic and hydraulic analysis, surveying, conceptual construction plans and related support services. Conceptual construction plans shall include: title sheet, plan and profile, quantities, and associated cross sections. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Professional Service Provider agrees that this professional service shall be treated as an important service to the BAMA and also agrees to commit the time necessary to perform the professional services in a professional manner.

**4. Compensation:** Professional Service Provider shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not to Exceed Forty-Nine Thousand Three Hundred Fifteen and No/100 (\$49,315.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional BAMA employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time BAMA employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the BAMA's Administrative Policies.

**5. Invoicing and Payment:** The Professional Service Provider shall submit invoices requesting payment for services rendered to the BAMA monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the BAMA. Payment will be made within 30 days following the first eligible BAMA meeting occurring after the date on the invoice.

**6. Time for Performance:** These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within one-hundred and twenty (120) calendar days after the date the Notice to Proceed is issued. The BAMA will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the

Professional Service Provider and the BAMA on the hours required for the work item.

**7. Insurance:** The Professional Service Provider shall acquire all insurance policies required for professional liability insurance, general liability, auto insurance, workers' compensation and/or health insurance. The Professional Service Provider shall provide proof of general liability and professional liability insurance coverage to the BAMA on or before the effective date of this Agreement.

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

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

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

**9. Immigration Compliance:** The Professional Service Provider shall comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”).

**10. Governing Documents:** The parties agree to perform this contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of this contract. In the event of conflict, these documents shall be interpreted in the following order:

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

**11. Electronic Signatures:**

The Parties agree this transaction may be completed by electronic means and an electronic signature on this Contract will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because is it in electronic form. If the Professional Services

Provider signs this Contract electronically and/or submits documents electronically, the Professional Services Provider agrees to comply with the BAMA's requirements for submission of electronically signed and/or submitted documents.

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

**13. Entirety of Agreement:** The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto.

**14. Effective Date:** This Contract is effective shall be effective upon signature of both parties.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

Broken Arrow Municipal Authority:

By: Michael Spurgeon  
~~Kenneth D. Schwab, Assistant City~~  
~~Manager-Operations~~ Michael Spurgeon  
Date: 6/12/25  
Attest: Curtis Green  
Secretary [Seal]  
Date: 6/16/2025



Professional Service Provider:  
Cross Timbers Consulting, LLC

By: Thomas Edwards  
Thomas Edwards  
Title: President  
Date: 6/9/25  
Attest: Carla Edwards  
By: Carla Edwards  
Carla Edwards  
Director of Finance, Operations, and  
Title: Business Development  
Date: \_\_\_\_\_

Approved as to form:

D. Graham Parker  
Assistant City Attorney

#### VERIFICATIONS

State of Oklahoma            )  
  ) §  
County of Tulsa            )

Before me, a Notary Public, on this 9th day of June 2025, personally appeared Thomas Edwards, known to me to be the President of Cross Timbers Consulting, LLC to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Megan Hightower  
Notary Public



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**ATTACHMENT A**

**SP - 1.0 SCOPE OF THE PROJECT:**

1.1. Providing Professional Engineering and Related Support Services associated with the designing a creek crossing for access to the City's Public Infrastructure. Services performed to include a full topographic survey of the crossing area, hydrologic and hydraulic analysis, and conceptual construction plans. Work performed under the contract shall be performed on a not to exceed contract as requested by the BAMA.

**SP- 2.0 SERVICES OF THE BAMA: THE BAMA WILL:**

2.1. Furnish to Professional Service Provider all data in its possession and needed engineering guidance as necessary for the service provider to complete the contract requirements.

2.2. Designate in writing a person to act as its representative in respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the BAMA's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

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

3.1 The Professional Service Provider shall provide a full topographic survey 500 linear feet upstream and downstream of the creek crossing. Professional Surveying services shall also include complete Hydrology and Hydraulics analysis using HEC-RAS 2D Modeling, and develop construction plans for the proposed improvements. See attached Exhibits 1 for location and proposal project scope.

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

[END OF ATTACHMENT A]



## **PROPOSED PROJECT SCOPE & SCHEDULE**

### *Proposed Project Scope*

Following the review of the project documentation provided by City of Broken Arrow (COBA), CTC has outlined the following Scope of Work for the proposed Utility Crossing to be located just north of E 131<sup>st</sup> Street S (E Jasper St.) and west of S 7<sup>th</sup> Street, Broken Arrow, Tulsa, Co, Oklahoma. There may be items that COBA plans to complete "in house" such as Environmental Review. If that is the case, CTC will revise the scope of work and timeline as directed. COBA may choose, based on design options, to construct "in house." If that is the case, scope may be reduced to Option 1, as necessary, by COBA.

1. Conduct topographic survey of the project area to include upstream and downstream creek for 500' in each direction as well as utility access connection to E. Jasper Street and the existing bridge on E. Jasper St. (NBI 19048)
2. Complete H&H analysis using topographic survey and combine DEM data from OKMaps, QGIS, and HEC-RAS 2D Rain-on-grid model
3. Propose crossing options for "no rise" scenario
  - a. Approximate drainage area: 3,508 acres
  - b. Approximate 100-year (1% chance) flow rate: 4200 cfs
4. Develop construction plans
  - a. Option 1: Title Sheet, Plan and Profile, Detail Sheet, Quantities, Cross Sections
  - b. Option 2: Full plan set and bid documents

