

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
MONTE R. LEE AND COMPANY
FOR
RADIO COMMUNICATIONS TOWER
PROJECT 191793**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Monte R. Lee and Company, (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to improve radio communications in southern Broken Arrow by adding a new radio tower (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:

City of Broken Arrow
485 N. Poplar Avenue
Broken Arrow, OK 74012
Contact: Madeleine Scheel
Special Projects, Project Manager

CONSULTANT:

Monte R. Lee and Company
Lynn R. Merrill P.E., C.E.O
525 Central Park Drive, Suite 300, Oklahoma City, OK 73105
405.842.2405

Contact Name: Jerry Adams

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

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

OWNER:

City of Broken Arrow, a Municipal Corporation

By: _____

Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:

Monte R. Lee and Company

By: _____

Name: Cyne Merrill

Title: President/CEO

Date: March 31, 2025

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____

City Clerk [Seal]

Date: _____

Attest: _____

Name: Kyle Wallace

Title: Asst. Secretary

Date: April 1, 2025

Approved as to form:

Assistant City Attorney

VERIFICATION

State of Oklahoma)

County of Oklahoma) §

Before me, a Notary Public, on this 7th day of April, 2025, personally appeared Cyne Merrill known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: Kyle Wallace) of Monte R. Lee and Company, 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:

04/04/27

Brenda Cervenka

Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
COMPANY NAME
FOR
RADIO COMMUNICATIONS TOWER
PROJECT 191793**

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 prepare construction documents for bidding purposes for the construction new self-supporting tower of approximately 180 feet in the Indian Springs Sports Complex.
- 1.2 The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.
- 1.3 Furthermore, the CONSULTANT understands that the OWNER has \$500,000 budgeted for this PROJECT that includes all professional consultant fees and project construction monies.

2.0 PROJECT SCOPE

- 2.1 The project consists of a 180-foot self-supporting tower designed and sealed by a professional engineer. This design will include the review of the existing SCADA equipment that will transition over to the new tower as well as a newly installed licensed microwave path and any other equipment the CITY desires to install. Plans, specification, and project coordination will be conducted using a Rural Utility Services (RUS) type specifications.
- 2.2 OWNER will provide the Land Survey, Environmental and Geotechnical investigation.
- 2.3 CONSULTANT cannot act as a General Contractor on this project due to Professional Engineering License and Insurance limitations.
- 2.4 CONSULTANT will coordinate all pre-construction activities and design, contractor procurement, construction management, site and safety inspections, Installation of tower and all appurtenances and closeout documentation to the CITY at the conclusion of the project.

- 2.5 CONSULTANT will work with the OWNER on implementation of all wireless systems to serve the needs of the community and will be ready to assist with any and all RF design needs shall that be requested.
- 2.6. Assistance during construction services, including the review of construction submittals and response to RFIs will be negotiated at a later date if required by the CITY.

3.0 SCOPE OF SERVICES

- 3.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:
 - 3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
 - 3.1.2 Meet with the Owner in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well as project schedule and milestone dates.
 - 3.1.3 Provide Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
 - 3.1.4 Meet with the Owner to discuss review comments on each phase of the project, and incorporate appropriate comments into following phase.
- 3.2 PLANS AND SPECIFICATION PHASE: Upon receiving the written Notice to Proceed, CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
 - 3.2.1 Finalize the CITY's desired equipment installation needs to include raised equipment platforms for electronics and battery back-up due to flood zone issues.
 - 3.2.2 Submit one (1) PDF copy of the complete set of CITY approve Engineering stamped construction drawings. Submitted via email, CD, or Flashdrive.
 - 3.2.3 Complete the CONTRACTOR Scope of Work (SOW)
 - 3.2.4 Complete Engineer's Estimate.
 - 3.2.5 Submit one (1) PDF copy of the construction specifications. Submitted via email, CD, or Flashdrive.
- 3.3 BID DOCUMENTS.
 - 3.3.1 Incorporate final design review comments and furnish one (1) set of final drawings on electronic media (AutoCAD 2013 or earlier version), and one (1) master set of final specifications on electronic media and paper.
- 3.4 BID ASSISTANCE PHASE:
 - 3.4.1 Answer questions from prospective bidders that are forwarded to the A/E from the City.
 - 3.4.2. Assist in the preparation of addenda to be issued by the City.
 - 3.4.3 Identify locally available tower erecting contract companies
 - 3.4.4 Verify qualifications (reference, insurance, bonding, when required)

- 3.4.5 Attend pre-bid meeting
- 3.4.6 Provide city with pricing and contractor recommendations
- 3.5 CONSTRUCTION SERVICES PHASE: This phase may be negotiated with the CONSULTANT upon the request of the OWNER.
 - 3.5.1 Coordination of tower order and delivery along with all ancillary tower components
 - 3.5.2 Coordination of site communications platform and electronics cabinet
 - 3.5.3 Coordination of any new RF related equipment.
 - 3.5.4 Provide dedicated point of contact for CITY staff on all related construction activities.
 - 3.5.5 Provide oversight of all contractor and subcontractors during construction
 - 3.5.6 Manage all construction related activities (ie: site compound, elevated platforms, tower erection, power, back-haul and all RF equipment installation).
 - 3.5.7 Receive close out packages from contractor and build comprehensive closeout book for the CITY record.
- 3.6 WIRELESS SERVICES: This phase may be negotiated with the CONSULTANT upon the request of the OWNER
 - 3.6.1 CONSULTANT will provide assistance on the extension of its wireless system. CONSULTANT will review existing products used and determine if new models or other equipment should be used in the new deployment.
 - 3.6.2 CONSULTANT will complete a wireless propagation model based on known specification information. CONSULTANT will use existing inhouse elevation and clutter data to run models to determine coverage of proposed location.
 - 3.6.3 CONSULTANT can complete microwave path design and profiles and complete all FCC Coordination on the CITY's behalf.
 - 3.6.4 All the wireless work will be completed based on T&E schedule with a price not to exceed without prior approval.

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
MONTE R. LEE AND COMPANY
FOR
RADIO COMMUNICATIONS TOWER
PROJECT 191793**

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

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
MONTE R. LEE AND COMPANY
FOR
RADIO COMMUNICATIONS TOWER
PROJECT 191793**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Appendix 1 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 Hourly Not to Exceed: The OWNER shall pay the CONSULTANT hourly not to exceed \$36,100 for the Design Services in accordance with rates on Appendix 1. This amount includes all labor, material, overhead and profit associated with the Scope of Services. In addition, this phase includes submittal of final plans to One-Stop along with application for review and building permit.

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, 2013 for architectural / engineering services.

3.0 REPRODUCTION

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

4.0 MILEAGE

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

5.0 DIRECT COSTS

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

6.0 ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall not be revised annually, unless

mutually agreed upon by both parties.

**ATTACHMENT D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
MONTE R. LEE AND COMPANY
FOR
RADIO COMMUNICATIONS TOWER
PROJECT 191793**

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
CITY OF BROKEN ARROW (OWNER)
AND
MONTE R. LEE AND COMPANY
FOR
RADIO COMMUNICATIONS TOWER
PROJECT 191793**

PROJECT SCHEDULE

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

1.0 ENVIRONMENTAL ASSESSMENT PHASE:

- 2.1 Notice to Proceed: TBD
- 2.2 Environmental Assessment: 4 weeks

2.0 DESIGN PHASE:

- 2.1 Notice to Proceed: TBD
- 2.2 Preliminary Design (30%): 4 weeks
- 2.3 Owner Review: 2 weeks
- 2.4 Conduct Geotechnical Investigation
- 2.5 Final Design (90%) and Engineer's Estimate: 6 weeks
- 2.6 Owner Review: 2 weeks
- 2.7 Construction Documents: 2 weeks

**APPENDIX 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
MONTE R. LEE AND COMPANY
FOR
RADIO COMMUNICATIONS TOWER
PROJECT 191793**

City of Broken Arrow
Engineering Proposal for Tower Design, Build and Other
Services

By
Monte R. Lee and Company

March 31, 2025

Monte R. Lee and Company (MRL) has been providing consulting and engineering services for over 45 years in the telecommunications industry. With a local staff of 60 highly trained individuals, we're ready to meet your needs.

Our company designs broadband networks to fit local demographic needs with the specific geographic landscape of an area.

We approach each project by evaluating the existing system with emerging technologies, such as Fiber to the Home, Wireless, VoIP, and soft switching, to meet the ever-changing communications demands of the 21st century.

In addition to our licensed professional engineering design and project management services, we also offer financial analyses and acquisition assistance, regulatory compliance and monitoring, outside plant contract administration, and service area mapping.

Monte R. Lee and Company will complete and or coordinate with 3rd party companies the tower design and loading requirements and specifications to erect a 180' Self-Supporting Tower on the City of Broken Arrow (BA) owned property near the Sports Fields located at 35N 57' 52.6" and 95W 48' 55.0". This design will include the review of the existing SCADA network that will transition over to the new tower as well as a newly installed licensed microwave path and any other equipment the city desires to install. MRL will conduct the plans and specifications, project coordination using a Rural Utility Services (RUS) type specifications.

MRL will assist in all aspects of the design, build and implementation of this new tower installation. MRL will coordinate the Land Survey, NEPA Environmental study and the Geotechnical investigation, but due MRL's Professional Engineering License and Insurance limitations, MRL cannot act as a General Contractor for this project, but will work with the City to set up a direct 3rd party billing mechanism to pay all sub-contracted professionals working on this build. MRL will coordinate all pre-construction activities and design, contractor procurement, construction management, site and safety inspections, Installation of tower and all appurtenances and closeout documentation to the city at the conclusion of the project.

MRL is a consulting engineering firm independently owned and will work the City's representative on the site design parameter, loading requirements, permitting and construction contractor selection as well as construction project management in a non-bias manner.

MRL will also work with the City on the implementation of all wireless systems to serve the needs of its community and will be ready to assist with any and all RF design needs shall that be requested.

Listed below are the items that will be completed under this Engineering contract. Optional services are also included should additional assistance be required during any phase.

Phase No. 1: Site Design (MRL)

- Hold coordination meetings with City staff members to determine final design parameters.
- Establish current and future tower loading requirements.
- Complete tower specifications for final tower loading design.
- Identify and assist the City with tower back-haul supply and connection requirements.

Phase No. 2: Environmental assessment and site testing* (MRL and 3rd Party Companies)

- Coordinate all environmental needs (National Environmental Policy Act [NEPA 106] and State Historic Preservation Office [SHPO], and Tower Construction Notification System [TCNS]). This service will be conducted by 3rd party, but coordinated by MRL.
- Coordinate an Archeological survey of the “affected” area. This will aid the NEPA 106 process as it relates to working with the various Tribes that may possibly hold interest in this land. This service will be conducted by 3rd party, but coordinated by MRL.
- Coordinate 1A and Boundary Surveys. This service will be conducted by 3rd party, but coordinated by MRL.
- Ground system design testing (4 point) to determine proper grounding requirements lightning protection. Conducted by MRL Staff.
- Geotechnical Investigation (Single Bore) to determine which style of foundation to build the tower on. This service will be conducted by 3rd party, but coordinated by MRL.

Phase No. 3: Plans and Speciation's (MRL)

- Finalize the City's desired equipment installation needs to include raised equipment platforms for electronics and battery back-up due to flood zone issues.
- Complete set of City approved Engineering stamped construction drawings
- Complete the contractor Scope of Work (SOW)
- Complete Bill of Material (BOM)

Phase No. 4: Contractor Selection (MRL / BA)

- Identify locally available tower erecting contract companies
- Verify qualifications (References, Insurance, Bonding, when required)
- Submit SOW to contractors for pricing proposal or provide such info for the city to push through their RFP system.
- Complete on-site bid walk with potential contractors and City staff prior to proposal date
- Review all submitted proposals for accuracy
- Provide City with pricing and contractor recommendations
- Work with the City on final vendor and construction contracts

Phase No. 5: Material procurement (MRL / Awarded GC)

- Coordination of tower order and delivery along with all ancillary tower components
- Coordination of site communications platform and electronics cabinet
- Coordination of any new RF related equipment

Phase No. 6: Construction Management (MRL / Awarded GC)

- Provide dedicated point of contact for City staff on all related construction activities
- Provide oversight of all contractor and sub-contractors during construction
- Manage all construction related activities (i.e., site compound, elevated platforms, tower erection, power, back-haul and all RF equipment installation)
- Receive close out packages from contractor and build a comprehensive closeout book for the City's records

Phase No. 7: Contract (MRL / BA)

- Perform a final walk through with City staff
- Oversee any construction related inefficiencies and/or corrections
- Sign off on all sub-contracted work prior to invoice payout
- Assist the City in the contract close out portion of the contract

Timeline for Project: (MRL)

MRL will start the design coordination meetings within two weeks of this fully executed agreement. Coordination of all environmental assessments and filings will shortly follow. Once the environmental required documents are submitted, MRL will provide a detailed timeline based on the average time of completion for the NEPA 106 review along with all estimated construction activities that can and will work in parallel to the NEPA review.

Wireless Services:

At the request of the city; MRL will provide assistance on the extension of its wireless system. MRL will review existing products used and determine if new models or other equipment should be used in the new deployment.

MRL will complete a wireless propagation model based on known specification information. MRL will use existing inhouse elevation and clutter data to run models to determine coverage of proposed location.

MRL can complete microwave path design and profiles and complete all FCC Coordination on the city's behalf.

If added tower locations or alternate sites are studied, MRL will complete additional work upon the City's approval.

All wireless work will be completed based on T&E schedule with a price not to exceed without prior approval.

Billing and Payment:

MRL will provide a real quote once a final scope of work is defined. MRL will bill the city each month for work completed either by Flat Fee or Time and Expense with a price not to exceed without prior notification to the City of Broken Arrow. The Time and Expense Rates are attached as Schedule A.

MRL will furthermore work with the cities billing department to approve all 3rd party invoices prior to any payment disbursements to ensure the work was completed in proper workmanship like manner.

MRL Available Services:

The following pages contain a comprehensive listing of some of the most common line items that MRL provides its clientele on a regular basis. All services are available at the City's request and cost approval. Several items have been "pre-selected" (☒) that MRL would exercise throughout this proposal's fulfillment.

***3rd party contractors to bill direct to the city upon MRL sign off and approval.**

Broken Arrow Work Proposal

Monte R. Lee and Company (MRL), a Licensed Professional Engineering Firm specializing in all facets of communication network design, contracts and project management, is available to assist The City of Broken Arrow (Broken Arrow) with the completion of a 180-foot tower and elevated equipment platform to be constructed at or near the City's Sports Complex.

Monte R. Lee and Company (MRL) and its engineers will provide services under the state licenses it holds where the work is directed and will meet local, state and federal laws. MRL is non bias in its analysis and recommendations and is not tied to any manufacturer or installation provider. The staff of MRL will notify Broken Arrow if an occasion arises where MRL has performed work for a third party which is being considered for use.

MRL is available to provide services in the following areas:

1. Completion of SOW's

- ☒ MRL to meet with Broken Arrow to review projects
- ☒ Obtain all pertinent information from Broken Arrow in order to develop complete SOW
- ☒ Conduct walk-through as necessary
- ☒ Hold vendor review meetings as necessary
- ☒ Review final pricing for vendors and contractors to determine best product or service for the lowest valued cost
- ☒ Coordinate execution of contract including insurance verification, bonding and letter of recommendation.

2. Completion of SOW's for all types of Communication facilities

- ☒ Project Management
- ☒ MRL to meet with Broken Arrow to review project

- ☐ Make recommendations on facility types, bandwidth requirements and technology types to be considered for project
- ☒ Review sites and develop plans and specification for equipment and installation to be performed
- ☒ Qualify vendors and contractors
- ☒ Release SOWs as needed to satisfy specific needs
- ☒ Conduct walk-through as necessary

- ☒ Hold technical review meetings as necessary
- ☒ Review final pricing for vendor / contractor to determine best vendor product or services for the lowest valued cost
- ☒ Coordinate execution of contract including insurance verification, bonding and letter of recommendation
- ☒ Coordinate with vendor on the project and keep Broken Arrow abreast of schedule and relative changes which could impact project
- ☒ Hold preconstruction meetings
- ☒ Coordinate any lateral requirements for vendor to complete project i.e., (FCC filing, Environmental reports, permits, FAA)
- ☒ Inspect construction of communication facility
- ☒ Review test results
- ☒ Sign off on project invoicing and completion
- ☒ Complete Close out with vendor

3. Project Management

- ☒ Act as point of contact for Broken Arrow, engineers, vendors and contractors
- ☒ Oversee project and report weekly or as needed on progress
- ☒ Develop a detailed timeline for the project and update weekly
- ☒ Develop detailed check lists for use in the field and office to ensure items are completed in a timely fashion
- ☒ Review billing and budget items to ensure costs are maintained
- ☒ Notify proper personnel if budget or timeline are in critical jeopardy of being missed
- ☒ Ensure sufficient MRL personnel are available to meet the deliverables

- ☒ Work with vendors / contractors to coordinate all details of the project
- ☒ Act as point of contact for vendors to bring up construction issues which need to be resolved
- ☒ Provide written changes as required to the contractor for work being performed
- ☒ Ensure all analysis and design phases of the project are completed on time.

- ☒ Work with city's contract managers to ensure billing statements are received and properly approved for payment by Broken Arrow
- ☒ Ensure all documents are properly filed and work records, correspondence, construction notes, design diagrams, construction drawings and as-built are provided to proper individuals for safe keeping or storage
- ☐ Ensure that alarming is connected to Broken Arrow's system and proper hand off occurs with operations to take responsibility of project

4. Wireless Site Design: (include Towers, Building)

- ☒ Meet with Broken Arrow to understand overall goals for project
- ☒ Provide Project Management as required
- ☒ Obtain copy of current SCADA design and offer advanced design ideas
- ☐ Develop schematic diagram to illustrate the requirements to meet the goals of system
- ☐ Coordinate with land lease negotiator and provide photo simulations, noise studies or any other land owner request for items
- ☒ Make site visit for final viability check and at same time determine points of ingress and egress, tower and building/cabinet orientation, easement issues, local permitting requirements, power and communication requirements for site, etc.
- ☒ Coordinate the completion 1A and Boundary survey
- ☒ MRL to coordinate 3rd party environmental studies such NEPA/SHPO/TCNS
- ☒ Coordinate Phase 1 environmental (when required)
- ☒ Coordinate 3rd party Geo-technical study and report
- ☒ Prepare engineering drawings for site
- ☐ Coordinate the completion of the title requirements
- ☒ Complete FAA, TOWAIR, and AM certification
- ☒ Complete 3rd party Archeological review for environmental studies
- ☐ Submit zoning application and attend city or county meetings as required

- ☐ Coordinating the recording of easements
- ☐ Coordinate filing of building permit applications
- ☒ Complete the design of tower based on height and loading requirements agreed to by Broken Arrow. Plans and Specifications will be based on current TIA/EIA regulations for wind and ice loading for the region, grounding and lighting, antennas and transmission line placed on tower, etc.
- ☒ Complete the design of building specifications based on long-term need of equipment shelter included (grounding, cable entrance, equipment racking, floor plan growth layout, structure construction type, HVAC, electrical, alarming, transportation and offloading, etc.)
- ☒ Manage all site work specifications to prepare site for tower and shelter and elevated platforms. Includes site base, gravel, fencing, power and communication conduits, grounding, pads, optional generator platform, Ice Bridge, and security, etc.
- ☐ Determine if electronic equipment is staged prior to arrival on site
- ☒ Specifications can be completed together or separately as Broken Arrow desires
- ☒ Develop and receive approval for recommended accepted technical vendors
- ☒ Issue Scope of Work (SOW) to vendors and contractors
- ☒ Hold technical review conference and site walk-through as needed
- ☒ Evaluate responses and recommend vendor / contractor to Broken Arrow
- ☒ Manage the Execution of contracts by all parties
- ☒ Meet with contractor prior to start of work (preconstruction meeting)
- ☒ Timely report to agencies for permits i.e., (FAA, environmental, city, state and local)
- ☒ Review and approval of construction drawings before tower or shelter is fabricated
- ☒ Provide any assistance needed with vendor / contractor during construction
- ☒ Inspect all construction facets as they are being placed
- ☒ Review concrete test prior to stacking of tower and building of platforms
- ☒ Review all 3rd party invoicing and approving for city disbursements
- ☒ Review test results (grounding and vertical plum, antenna and cable tests)
- ☒ Make final inspection and walk-through with vendors / contractors
- ☒ File final construction information with agencies (city, FAA, FCC)
- ☒ Complete as-built records
- ☒ Recommend final close out of project

5. Wireless Electronic Designs (Non-RF)

- ☐ Meet with Broken Arrow to understand overall goals for project
- ☐ Provide Project Management as required
- ☐ Develop network diagram to illustrate the requirements to meet the goals of system with itemized list of connection points, connection types, bandwidth port requirements, system capacity, latency, jitter, antennas, etc.
- ☐ Make site visits as needed to determine powering, rack requirements, HVAC needs, entrances to building, and cable runs for antennas, etc.
- ☐ Determine facility needs and make facility technology recommendation to Broken Arrow on issues covering licensed, unlicensed, WiMAX, 3GPP Release 15, DOCSIS, LTE, 5G or proprietary.
- ☐ Complete system design requirement and review with Broken Arrow
- ☐ Develop plans and specification to complete work including port assignments, software requirements, long-term upgrades options, alarming, maintenance agreements and cutover requirements
- ☐ Develop and receive approval for recommended accepted technical vendors
- ☐ Issue SOW
- ☐ Hold technical review conference and site walk-through as needed
- ☐ Evaluate responses and recommend vendor to Broken Arrow
- ☐ Execute Contract
- ☐ Meet with vendor prior to start of work (preconstruction meeting)
- ☐ Provide any assistance needed to vendor during construction
- ☐ Periodically inspect installation
- ☐ Review test results (drive test if required)
- ☐ Coordinate cutover and assist in cutover of system as needed
- ☐ Develop maintenance plan

- ☐ Complete final inspection and walk-through with vendor
- ☐ Complete as-built records
- ☐ Verify system is alarmed into Broken Arrow's NOC for maintenance and support
- ☐ Recommend close out of project

6. Outside Plant Design (OSP)

- ☐ Meet with Broken Arrow to understand overall goals for project
- ☐ Provide Project Management as required
- ☐ Review sites and proposed interconnection points to develop a preliminary schematic
- ☐ Determine routes which can be completed at lowest cost to Broken Arrow based on aerial and buried construction
- ☐ Aerial Requirements
- ☐ Identify pole owners
- ☐ GPS poles
- ☐ List heights of existing facilities
- ☐ List heights of proposed construction
- ☐ Determine mid-span requirements
- ☐ Determine all hardware and anchor needed
- ☐ Determine splicing requirements
- ☐ Units used are based on RUS standards
- ☐ Construction staking to meet NESC and local codes
- ☐ Prepare make ready notes for pole attachments
- ☐ Coordinate pole lease agreement on behalf of Broken Arrow
- ☐ Buried Requirements
- ☐ Make a determination of proposed routing with applicable city and county to identify areas where construction will conflict with their project planning
- ☐ Finalize construction routing and splicing details in terms of entering handhole meet point and region location
- ☐ Stake project and prepare staking sheets (identify roads, right of way [to extent possible], illustrate obstruction)
- ☐ Provide distance of route
- ☐ List of units needed for construction based on RUS standards
- ☐ Identify presence of foreign utilities (as visibly marked) Vendor's responsibility
- ☐ Identify applicable private easement requirements and landowners
- ☐ Pursue private easements (Coordinate with Broken Arrow for vendor)
- ☐ Pursue potential conduit lease agreements for existing carriers

- ☐ Pursue potential lambda lease agreements from exiting carriers
- ☐ Prepare and submit highway, railroad, city and state permits
- ☐ Prepare traffic control plans and storm water prevention plans
- ☐ Prepare construction unit tabulation staking sheet
- ☐ Develop plans and specification based on unit construction
- ☐ Develop and receive approval for recommended accepted technical vendors
- ☐ Issue SOW
- ☐ Hold technical conference and site walk-through as needed
- ☐ Evaluate responses and recommend vendor to Broken Arrow
- ☐ Execute Contract
- ☐ Meet with vendor prior to start of work (preconstruction meeting)
- ☐ Inspect construction as placed
- ☐ Review invoicing
- ☐ Review test results
- ☐ Coordinate cutover and assist in cutover of system as needed
- ☐ Develop maintenance plan
- ☐ Make final inspection and walk-through with vendor
- ☐ Complete as-built records
- ☐ Recommend close out of project
- ☐ Close out contract

7. Transport Design Fiber

- ☐ Meet with Broken Arrow to understand overall goals for project
- ☐ Develop network diagram to illustrate the requirements to meet the goals of the system with itemized list of connection points, connection types, bandwidth port requirements, etc.
- ☐ Provide project management if needed
- ☐ Make site visits as needed to determine powering, rack requirements, HVAC needs and entrances to building, cabinet, etc.
- ☐ Determine facility needs and make facility technology recommendation to Broken Arrow (SONET, Layer 2, IPMPLS, CWDM, DWDM and repeaters, etc.)

- ☐ Complete system design requirement and review with Broken Arrow
- ☐ Develop plans and specification to complete work including port assignments, software requirements, long-term upgrade options, and cutover requirements
- ☐ Develop and receive approval for recommended accepted technical vendors
- ☐ Issue SOW
- ☐ Hold technical conference and site walk-through as needed
- ☐ Evaluate responses and recommend vendor to Broken Arrow
- ☐ Execute Contract
- ☐ Meet with vendor prior to start of work (preconstruction meeting)
- ☐ Provide any assistance needed with vendor during construction
- ☐ Periodically inspect installation
- ☐ Review invoicing and approve for Broken Arrow's payment
- ☐ Review test results
- ☐ Coordinate cutover and assist in the cutover of the system as needed
- ☐ Develop maintenance plan
- ☐ Make final inspection and walk-through with vendor
- ☐ Complete as-built records
- ☐ Verify system is alarmed into Broken Arrow's NOC for maintenance and support
- ☐ Recommend close out of project
- ☐ Close out contract

8. Switching Design (Switch, Router or VOIP server)

- ☐ Meet with Broken Arrow to understand overall goals for project
- ☐ Provide Project Management as required
- ☐ Develop network diagram to illustrate the requirements to meet the goals of the system with itemized list of connection points, connection types, bandwidth port requirements, etc.
- ☐ Provide project management if needed
- ☐ Make site visits as needed to determine powering, rack requirements, HVAC needs and entrances to building, etc.
- ☐ Determine facility needs and make facility technology recommendation to Broken Arrow

- ☐ Complete system design requirement and review with Broken Arrow
- ☐ Develop plans and specifications to complete work including port assignments, software requirements, long-term purchase options and cutover requirements
- ☐ Develop and receive approval for recommended accepted technical vendors
- ☐ Issue SOW
- ☐ Hold technical conference and site walk-through as needed
- ☐ Evaluate responses and recommend vendor to Broken Arrow
- ☐ Execute Contract
- ☐ Meet with contractor prior to start of work (preconstruction meeting)
- ☐ Provide any assistance needed to vendor during construction
- ☐ Periodically inspect installation
- ☐ Review invoicing for Broken Arrow's payment
- ☐ Review test results
- ☐ Coordinate cutover and assist in cutover of system as needed
- ☐ Develop maintenance plan
- ☐ Make final inspection and walk-through with vendor
- ☐ Complete as-built records
- ☐ Verify system is alarmed into Broken Arrow's NOC for maintenance and support
- ☐ Recommend close out of project
- ☐ Close out contract

9. Power Plant Design

- ☐ Meet with Broken Arrow to understand overall goals for project
- ☐ Provide project management as required
- ☐ Determine best method to provide power UPS, DC power plant and inverters
- ☐ Make site visit to review location for plant and determine power connections limitation, HVAC, ventilations, power board locations (reduce copper feed lengths to connected equipment)
- ☐ Determine size of batteries, type to be used, power board size and breaker requirements, and rectifier sizing for current and future capacity
- ☐ Develop plans and specification to complete work

- ☐ Develop and receive approval for recommended accepted technical vendors
- ☐ Issue SOW
- ☐ Hold technical conference and site walk-through as needed
- ☐ Evaluate responses and recommend vendor to Broken Arrow based on best value for system offered
- ☐ Execute contract
- ☐ Meet with vendor prior to start of work (preconstruction meeting)
- ☐ Provide any assistance needed with vendor during construction
- ☐ Periodically inspect installation
- ☐ Review invoicing and approve for Broken Arrow's payment
- ☐ Review test results
- ☐ Complete as-built records
- ☐ Develop maintenance plan and coordinate completion of other safety reporting requirements
- ☐ Make final inspection and walk-through with vendor

10. In Building Design

- ☐ Meet with Broken Arrow to understand overall goals for project
- ☐ Obtain electronic floor and building plans from architect
- ☐ Provide project management if needed
- ☐ Determine facility needs and make facility technology recommendation to Broken Arrow
- ☐ Electronically place cabling size and routing requirements on plans including, but not limited to (racks, conduits, hangers, pull boxes, cable entrances, floor or wall boxes, port labeling) on diagram
- ☐ Complete wiring design and installation notes for fire protection, grounding BiSCi, port testing and other construction and design standards for architect's plans and specification. For existing facilities, develop separate contract which the entire project will be managed by MRL
- ☐ Review drawing and seal work completed
- ☐ Meet with vendor prior to start of work (preconstruction meeting)
- ☐ Provide any assistance needed with vendor during construction
- ☐ Periodically inspect installation

- ☐ Review test results
- ☐ Make final inspection and walk-through with vendor
- ☐ Complete as-built records
- ☐ Verify system is alarmed into Broken Arrow's NOC for maintenance and support
- ☐ Recommend close out project
- ☐ Close out contract

11. Microwave Design

- ☐ Meet with Broken Arrow to understand overall goals for project
- ☐ Provide project management if needed
- ☐ Use proposed site or indicate new locations required to complete project
- ☐ Develop draft of network diagrams to review with Broken Arrow
- ☐ Complete microwave path design using Path-loss design tools
- ☐ Determine per hop, overall system path reliability
- ☐ Complete FAA and other local and state permit requirements to construct project
- ☐ Review as necessary any critical points along path
- ☐ Make site visits to determine placement of lines, dishes and electronic equipment, connection to network elements, power and other onsite issues
- ☐ Develop plans and specification to complete work
- ☐ Develop and receive approval for recommended accepted technical vendors
- ☐ Issue SOW
- ☐ Hold technical conference and site walk-through as needed
- ☐ Evaluate responses and recommend vendor to Broken Arrow
- ☐ Execute Contract
- ☐ Order and coordinate frequency coordination with the FCC
- ☐ Review and approve test results for each path and system end to end
- ☐ Complete as-built records
- ☐ Verify system is alarmed into Broken Arrow's NOC for maintenance and support
- ☐ Recommend close out project
- ☐ Close out contract

NOTIFICATION FOR START OF PROJECT

As Broken Arrow determines MRL services are needed, Broken Arrow can notify Lynn Merrill in writing, email (lmerrill@mrleng.com) or letter, to request work on a project. Projects small in scope can be given using verbal instructions and will be connected to existing projects as designated. Larger projects will stand alone and will be accounted for separately in time and expense billing with direct 3rd party billing paid by the city upon MRL sign-off and approval of work.

PAYMENT SCHEDULE

When a project is assigned, MRL will determine a budgetary cost to complete the work and will notify Broken Arrow staff in advance if a cost overrun is anticipated. The notice will include an estimate as to the level of additional funds needed and the reason for the overrun.

ENGINEERING COST ESTIMATES FOR SERVICES

MRL will provide a real quote once a final scope of work is defined. MRL will bill the city each month for work completed either by Flat Fee or Time and Expense with a price not to exceed without prior notification to the City of Broken Arrow.

OTHER CUSTODIAL ACCOUNTS

Broken Arrow can authorize MRL to handle a custodial account for miscellaneous funds being paid to third party contractors (such as incidental tower climbing requirements, NEPA/SHPO/TCNS, phase I environmental, Geotech, FCC fees, court records fees or other miscellaneous charges.) An accounting of the use of these funds will be provided monthly to Broken Arrow with invoices for proper accounting to each project. The funds would only be used for items directly related to a project and would only be used with prior authorization.

BILLING RATES FOR STAFF MEMBERS

MRL performs work on a time and expense basis for the majority of the projects completed. Projects are prioritized by time. Based on MRL's Client requirements, staff members may work on multiple projects during a single day. Broken Arrow can receive priority on projects by opting for work to be completed under higher billing rates. In cases where quick response time is needed, Broken Arrow can notify a specific individual on a project with one day or same day notice and MRL will bill at a higher rate scale. The rate scale developed for Broken Arrow is provided on the following page.

NON-POACHING CLAUSE

Monte R. Lee and Company agrees not to solicit any Company directors, officers, or employees, (or otherwise induce such directors, officers, or employees of Broken Arrow to leave their employment with Broken Arrow) during the term of this Agreement and for a period of six (6) months following any termination of this Agreement. Likewise, Broken Arrow agrees not to directly solicit or induce any employee of Monte R. Lee and Company, (or otherwise induce such employees to leave their employment with Monte R. Lee and Company) during the term of this Agreement and for a period of six (6) months following any termination of this Agreement.

EXECUTED this _____ day of 2025.

COMPANY:

The City of Broken Arrow

By: _____

Printed Name: _____

Title: _____

ENGINEER:

MONTE R. LEE AND COMPANY

By: _____

Printed Name: _____

Title: _____

CONFIDENTIAL

MONTE R. LEE AND COMPANY

SCHEDULE OF TIME AND EXPENSE RATES

January 1, 2025

JOB CLASSIFICATION	MAXIMUM HOURLY RATE
Clerical worker	\$45.00
CAD Operator; Level 1 OSP construction inspector (field)	\$52.00
Engineering Intern; IT Assistant	\$55.00
Administrative Assistant; Senior CAD Operator	\$60.00
Administrative Coordinator; GIS Coordinator; Acctg. Coordinator	\$64.00
Level 1 OSP Resident (field);	\$66.00
Right of Way/Permitting Coordinator; Billing Coordinator	\$67.00
Level 2 GIS Coordinator	\$69.00
Level 2 OSP Resident (field); Sr. Administrative Coordinator	\$72.00
Contract Manager; Project Coordinator	\$90.00
Senior Project Coordinator	\$97.00
Level 1 Engineer in Training	\$103.00
Level 1 Registered Engineer; Level 1 Non-registered Staff Engineer	\$125.00
Level 2 Registered Engineer; Level 2 Non-registered Staff Engineer; Department Manager; Controller	\$130.00
President/Senior Registered Engineer; General Manager	\$145.00

Per Diem

Mileage

Fuel Charge - Staking and Inspection

Other Expenses

Based on Project Location with

\$98/day minimum

.58 up to .80/Mile

\$15 per day per person

Actual

GPS Equipment Usage

\$15.00 / hour

ATOLL Software Fee for RF Coverage Plots/MW Paths

\$40.00/hour