

**CONTRACT
BROKEN ARROW MUNICIPAL AUTHORITY
PROFESSIONAL SUPPORT SERVICES
PROFESSIONAL SERVICES CONTRACT NUMBER: 195419**

1. Service Provider:

- a. Name: Bio-Chem Industries, Inc.
- b. Telephone No.: (844)900-2244
- c. Address: 3630 Willow Oak Circle NW, Cleveland, TN 37320

2. Project Title and Location: FOG and Odor Remediation for County Line Trunk Sewer, Broken Arrow, OK

3. Contract for: Fats, Oils, Grease and Sludge reduction, as well as, Odor Control using bio-augmentation on the County Line Trunk Sewer in Broken Arrow, OK. The work to be performed is described in Option 2 in the attached Proposal.

4. Contract Data:

- a. Contract Amount: \$15,740 per month for twelve months totaling \$188,880.

Total: Not to exceed amount of One Hundred and Eighty-Eight Thousand Eight Hundred and Eighty Dollars and 00/100 (\$188,880).

- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 365 calendar days.

5. The City of Broken Arrow, represented by the City Manager, and the Professional Service Provider, identified in paragraph 1, 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. Duly Authorized Change Orders arising out of this Contract
- c. Special Provisions set out in this Contract
- d. General Provisions set out in this Contract
- e. Service Provider's Proposal for this Contract

6. Contract approved by the Broken Arrow Municipal Authority on: _____

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The Broken Arrow Municipal Authority and Bio-Chem Industries, Inc. with its principal place of business located at 3630 Willow Oak Circle NW, Cleveland, TN 37320, hereby enters into the following Contract:

The City Manager, representing the Broken Arrow Municipal Authority, is contracting to acquire the professional services of the Service Provider to provide a bio-augmentation system to control fats, oils, greases, sludge and odor on the County Line Trunk Sewer in Broken Arrow, OK.

The Service Provider shall perform all duties, responsibilities and requirements set out in the Professional Services Contract Special Provisions Attachment, attached hereto and made a part hereof. The work to be performed is described in Option 2.

These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within Three Hundred and Sixty-Five (365) calendar days.

It is agreed that the 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 One Hundred and Eighty-Eight Thousand Eight Hundred and Eighty Dollars and 00/100 (\$188,880) for the entire Scope of the Professional Services rendered. The City Utilities Director will issue a Notice to Proceed for work identified under this agreement, following mutual agreement between the Service Provider and the City on the hours required for the work item. The Service Provider shall submit invoices requesting payment for services rendered to the Utilities Director monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the Utilities Director. Payment will be made following the first eligible Broken Arrow Municipal Authority meeting occurring after the date on the invoice.

The Service Provider agrees that this professional service shall be treated as an important service to the City and also agrees to commit the time necessary to perform the professional services in a professional manner.

The parties agree that the Service Provider's position is not a traditional City employee position; therefore the foregoing constitutes all the benefits and other forms of compensation due the Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

The Service Provider shall acquire all insurance policies required for professional liability insurance, auto insurance, and/or health insurance. The Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements.

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

IN WITNESS WHEREOF, the City Manager of the City of Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the Broken Arrow Municipal Authority and Bio-Chem Industries, Inc. 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

Approved as to form:

By [Signature]
Assistant City Attorney

Bio-Chem Industries, Inc.

By [Signature]
Ken Brummet
Chief Executive Officer

Date 5-14-19

By _____
Michael L. Spurgeon, City Manager

Date _____

Attest:

City Clerk

Date _____

VERIFICATION

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 14th day of May, 2019, personally appeared Ken Brummet, known to be to be the Chief Executive Officer of Bio-Chem Industries, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

2-26-23

[Signature]
Notary Public



[END OF DOCUMENT]