

**BROKEN ARROW MUNICIPAL AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
CHLORAMINE BOOSTER PILOT
PROJECT NUMBER: 2554780**

1. Professional Service Provider:

- a. Name: Doane and Hartwig Water Systems Inc. doing business as Big Wave Water Technologies Inc.
- b. Telephone No.: 667-244-9283
- c. Address: 4121 Avenida De La Plata, Oceanside, CA 92054

2. Project Title and Location: Chloramine Booster Pilot at the City of Broken Arrow Omaha/Battle Creek Water Storage Tank located at 801 W. Omaha Street.

3. Contract for: Monthly rental agreement for 6 months for providing professional services associated with public works projects for the Broken Arrow Municipal Authority. Professional services to include providing a trailer with Chloramine Boosting System (CBS), related equipment, and related support services. 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 a lump sum and the total compensation under this contract is Fifty-One Thousand Five Hundred and No/100 (\$51,500.00) 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 the first invoice requesting payment for services rendered to the BAMA at the start-up of the CBS trailer at a sum of \$16,500.00. Monthly invoices shall follow for the following five (5) months. The invoices shall be in a format satisfactory to the BAMA.

6. Time for Performance: These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within one hundred twenty (120) calendar days after the date the Notice to Proceed is issued. The BAMA will issue a Notice to Proceed for the entire agreement, following mutual agreement between the Professional Service Provider and the BAMA on delivery of the CBS trailer.

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.

REMAINDER OF PAGE INTENTIONALLY BLANK

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 L. Spurgeon,
General Manager

Date: _____

Attest: _____
Secretary [Seal]

Date: _____

Professional Service Provider:

Doane and Hartwig Water Systems Inc. doing
business as Big Wave Water Technologies Inc.

By: Brian Doane

Print Name: Brian Doane

Title: Secretary

Date: 4/17/25

Attest: Caleb Brandt

By: Caleb Brandt

Print Name: Caleb Brandt

Title: Administrative ASST

Date: 4/17/25

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
) §
County of Tulsa)

**Please see attached
notarial certificate.**

Before me, a Notary Public, on this _____ day of _____, 2025, personally appeared _____, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or specify) of Doane and Hartwig Water Systems Inc. doing business as Big Wave Water Technologies Inc. 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.

**Please see attached
notarial certificate.**

Notary Public

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


State of California
County of San Diego)

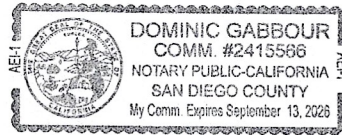
On April 17th, 2025 before me, Dominic Gabbour, Notary Public
(insert name and title of the officer)

personally appeared Caleb Brandt
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



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ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional and Related Support Services associated with the Omaha/Battle Creek Water Storage Tank in the Broken Arrow Municipal Authority. Services performed to include but are not limited to a CBS Trailer, CBS Control Panel or PLC, Water Quality Analyzer, Tidal Wave Mixer, Ammonia Chemical Feed Skid, Chlorine Chemical Feed Skid, Chemical Storage Tanks, Startup, Training, and Shipping and Handling adjacent to the Broken Arrow Omaha/Battle Creek Water Storage Tank. Work performed under the contract shall be performed on a lump sum 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.

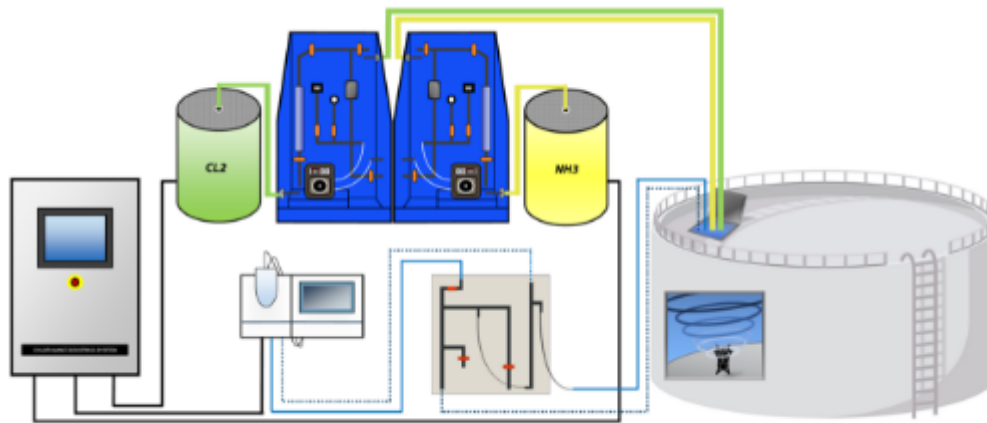
SP - 3.0 SCOPE OF SERVICES: THE PROFESSIONAL SERVICE PROVIDER SHALL:

3.1 The Professional Service Provider shall provide CBS Trailer, CBS Control Panel or PLC, Water Quality Analyzer, Tidal Wave Mixer, Ammonia Chemical Feed Skid, Chlorine Chemical Feed Skid, Chemical Storage Tanks, Startup, Training, and Shipping and Handling at the Omaha/Battle Creek Water Storage Tank (see EXHIBITS 1 and 2 attached). Professional services shall also include: initial dosing recommendation plan, onsite technical assistance as needed, technical and local phone support as needed, and replacement parts as needed. See attached Exhibit 3 for location/footprint.

3.2 Work will be a lump sum 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]

EXHIBIT 1: CHLORAMINE BOOSTER PUMP



System Features & Advantages

The Chloramine Boosting System is an automated disinfectant system that gives municipal operators the capability to set and control chlorine residual levels in potable water storage tanks. The Chloramine Boosting System uses water quality instruments, active mixing, and an automated chemical feed system to set and maintain chlorine residual levels in water storage tanks.

Our Chloramine Boosting System is comprised of all the equipment essential for a complete system, including:

1. High energy mixing to guarantee a uniform water quality throughout reservoirs.
2. Precise chemical dosing at the correct chlorine-to-ammonia ratio.
3. 24/7 monitoring and control logic to react to every water quality in potable water reservoirs.

The Chloramine Boosting System allows operators to:

1. Set and maintain constant chlorine levels within water storage tanks.
2. Continuously blend disinfectant residual and eliminate thermal stratification.
3. Remove the need for manual addition of chemicals.
4. Quickly react to changes in water quality automatically.

The Tidal Wave Mixer is a submersible active mixing system for potable water storage tanks and reservoirs. The Tidal Wave Mixer can quickly eradicate thermal stratification, quickly mix and deliver dosages of residual chlorine, and maintain uniform chemical and temperature conditions throughout the tank.

EXHIBIT 2

Item	Description	Quantity
CBS Control Panel	<ul style="list-style-type: none"> - Power: 120VAC, 10 amp circuit breaker - HMI 10" LCD Touch Screen - Emergency stop button on panel - CBS Control Logic Program - SCADA connectivity with read/write capabilities for remote access and control via ethernet cable - Full communication for all components of the CBS - Dimensions: 24" W x 20.5" H x 14" D - Material of Construction: NEMA 4X FRP enclosure - Easily integrated plug-in components Includes Qty (2) Model 59P Submersible Pressure Transmitter <ul style="list-style-type: none"> - 0 - 13.3ft WC - 4 - 20mA Output - 5-Meter FEP Cable - PP-HT Housing - Ceramic Sensing Element 	1
CBS Analyzer	<ul style="list-style-type: none"> - Power: 120 VAC - Reagentless, Amperometric Analyzer - Sample Inlet 3/8" OD Tubing Connection - Water Sample Flow Rate 10 gph Not to Exceed 14 PSI - Measurements: <ul style="list-style-type: none"> - Total Chlorine: 0 – 10ppm - ORP: -1,500 - +1,500mV - Analyzer Preassembled on HDPE Backboard - Backboard Dimensions: 23.75" H x 30.00" W x 0.5" D - Material of Construction: NEMA 4X enclosure 	1
Tidal Wave Mixer	TWM15-230-33-V3R050-3 Tidal Wave Mixer <ul style="list-style-type: none"> - 1.5 HP motor (230 VAC, 3Ph, 3-wire, water-filled, water-lubricated with chlorine/chloramine resistant NBR rubber seals) - 120 VAC/1Ph/60 Hz control panel with 20-amp circuit, VFD, SCADA connectivity (4-20mA for current draw), RUN/STOP indicator lights, hand/off/auto selector switch (inside the panel enclosure) - NEMA 3R powder-coated steel enclosure 20" x 16" x 8" 	1
	<ul style="list-style-type: none"> - 50-ft 3-wire cable - HDPE frame - Complete system is UL-certified to NSF/ANSI 61 NSF/ANSI 372 	
Ammonia Chem Feed Skid	Chemical: Liquid Ammonium Sulfate (LAS) Skid: Blue High Density Marine Grade Polyethylene that is 100% UV inhibited and chemical resistant Piping: SCH80 PVC Skid Accessories: Calibration column, flow indicator, pressure relief valve, pressure gauge, pressure switch, check valve, and ball valves ProMinent DULCOFLEX (DFXa) Peristaltic Metering Pump 7.9 GPH, 72.5 PSI, NSF 61 Certified 3,000:1 Turndown Ratio 1-Year Warranty	1
Chlorine Chem Feed Skid	Chemical: 12.5% Sodium Hypochlorite Skid: Blue High Density Marine Grade Polyethylene that is 100% UV inhibited and chemical resistant Piping: SCH80 PVC Skid Accessories: Calibration column, flow indicator, pressure relief valve, pressure gauge, pressure switch, check valve, and ball valves ProMinent DULCOFLEX (DFXa) Peristaltic Metering Pump 7.9 GPH, 72.5 PSI, NSF 61 Certified 3,000:1 Turndown Ratio 1-Year Warranty	1
Startup & Training	Big Wave Water Technologies service tech to assist with startup and training	1
Shipping & Handling	Shipping and Handling (FOB Oceanside, CA)	1

EXHIBIT 3

