

**BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)
PROFESSIONAL SERVICES AGREEMENT
BATTLE CREEK 5.0 MILLION GALLON TANK MIXER REPLACEMENT**

1. Professional Service Provider:

- a. Name: Steward Tank Consulting, Inc.
- b. Telephone No.: 918-812-3006
- c. Address: 7476 N. 197th East Ave., Owasso, OK 74055

2. Project Title and Location: Battle Creek 5.0 Million Gallon Storage Tank Mixer Replacement.

3. Contract for: Providing repair services associated with public works projects for the BAMA. Water Storage Tank Mixer Replacement to include removal of existing mixer and installation of new mixer and related support services. The Professional Service shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Professional Service Provider agrees that this repair service shall be treated as an important service to 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 a lump sum amount that is Not to Exceed Five Thousand Seven Hundred Twenty-Seven and 60/100 (\$5,727.60) for inspection services that will include water tank mixer replacement services. Additional services may be agreed to at a later date. 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 BAMA's Administrative Policies.

5. Invoicing and Payment: The Professional Service Provider shall submit invoices requesting payment for services rendered to BAMA monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to 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 Ninety (90) calendar days after the date the Notice to Proceed is issued. 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 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 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 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 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 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, a Public Trust:

Professional Service Provider:
Steward Tank Consulting, Inc.

By: Michael Spurgeon
Michael L. Spurgeon
General Manager

Date: 4/30/2025

Attest: Curtis Green
Secretary [Seal]

Date: 4/30/2025



By: Steve Woodward

Title: President

Date: 4/30/2025

Attest: Auston Woodward
By:

Title: Vice President

Date: 4/30/2025

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 30th day of April, 2025, personally appeared Steve Woodward, known to me to be the (President) Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or specify) of Steward Tank Consulting, 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.

Brandy Parks
Notary Public



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ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Services and Related Support Services associated with the Water Tank Mixer Replacement at the Battle Creek 5.0 Million Gallon Tank. Professional Services performed to provide services to include water tank disinfection services and any related support services. Work performed under the contract shall be performed on a not to exceed contract as requested by BAMA.

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

2.1. Furnish to Professional Service Provider all data in its possession and needed 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 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 water tank mixer replacement services and related support services at the Battle Creek 5.0 Million Gallon Tank owned and operated by the Broken Arrow Municipal Authority.

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]

Steward Tank Consulting, Inc.
 7476 N 197th East Ave
 Owasso, OK 74055-8231 USA
 +19188123006
 steve@stewardtank.com
 www.stewardtank.com

Proposal



ADDRESS
Mr. Jerry Hanewinkel City of Broken Arrow 485 N. Poplar Ave. Broken Arrow, OK 74012 USA

PROPOSAL #	DATE	
1576	04/22/2025	

JOB/TANK NAME	TANK SIZE	LOCATION
Battlecreek Mixer Replacement	5MG GST	Broken Arrow

ACTIVITY	QTY	RATE	AMOUNT
Chain .1875" dia. 316L Stainless Steel Chain	80	7.15	572.00
Mixer Cable Strain Relief 1" Flat Wire 316 Stainless Steel Strain Relief	1	548.60	548.60
NSF Flat Cable130-F-A NSF Approved Cable 130', Flat Jacketed W/Connector	1	1,157.00	1,157.00
Mixer Reinstall Reinstallation of PAX Mixer into tank. Installation of Owner supplied mixer. STCI shall provide the following: - Remove essential hardware from the non-operating mixer. - Install all essential hardware (legs, bail handle, replacement cable, new recovery chain etc.) onto the new mixer. - Enlarge existing roof access hatch nozzle cable penetration - Drill 3/8" hole in hatch nozzle for eyebolt - Install SS recovery chain eyebolt - Route mixer power cable thru SS strain relief. - Physically place mixer back into tank - Note: Mixer shall be oriented directly beneath roof access hatch. - Rewire existing line body/safety disconnect tank topside. - Mixer wiring shall be reconnected at controller. - Test mixer for operation with multimeter. Reinstall is labor only price. No work/materials beyond the scope provided herein is included in this price. If deficiencies are found extending beyond those addressed here the Owner will be notified. Owner should be advised issues of operation can exist in the mixer control panel that cannot be diagnosed prior to a working mixer being installed.	1	3,150.00	3,150.00
Shipping Parts/materials shipping	1	300.00	300.00

Please pay with check or ACH only.
We no longer accept Credit Card Payments
We propose hereby to furnish material and labor - complete and in accordance with the above specification for the sum of:

SUBTOTAL	5,727.60
TAX	0.00
TOTAL	\$5,727.60

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within 45 days.
Customer is responsible for all tax.

If Tax Exempt - please provide tax exempt status letter along with approved proposal and/or Purchase Order

Payment due upon completion of work.

Respectfully submitted by : Steve Woodward

Accepted By

Accepted Date