

**BROKEN ARROW MUNICIPAL AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT  
VERDIGRIS RIVER OXBOW SONAR SURVEY  
PROJECT NUMBER: 2554620**

**1. Professional Service Provider:**

- a. Name: WaterSolve, LLC
- b. Telephone No.: 616-575-8693
- c. Address: 5031 68th Street SE, Caledonia, MI 49316

**2. Project Title and Location:** Verdigris River Oxbow Sonar Survey located at the oxbow at Verdigris River Water Treatment Plant at 6670 S. 361<sup>st</sup> St. in Broken Arrow, OK 74014.

**3. Contract for:** Providing professional survey services associated with public works projects for the Broken Arrow Municipal Authority. Professional services to include providing sonar surveying 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 the lump sum fee negotiated and the total compensation under this contract is Not to Exceed Seventeen Thousand Five Hundred and No/100 (\$17,500.00) 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 invoices requesting payment for services rendered to the BAMA monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the BAMA. Payment will be made within 30 days following the first eligible BAMA meeting occurring after the date on the invoice.

**6. Time for Performance:** These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within sixty (60) calendar days after the date the Notice to Proceed is issued. The BAMA will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the BAMA on the hours required for the work item.

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

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

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

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

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

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

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

**11. Electronic Signatures:**

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

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

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

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

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

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:

Professional Service Provider:

WaterSolve, LLC

By: Michael Spurgeon  
Michael L. Spurgeon, General  
Manager

Date: 6/24/2025

Attest: Curtis Green  
Secretary [Seal]

Date: 6/24/2025



By: Gregg Lebster  
Print Name: Gregg Lebster  
Title: Managing Member

Date: 06/24/25

Attest: Daniel Wilcox  
By: Daniel Wilcox  
Print Name: Daniel Wilcox  
Title: VP - Sales and operations

Date: 6/24/25

Approved as to form:

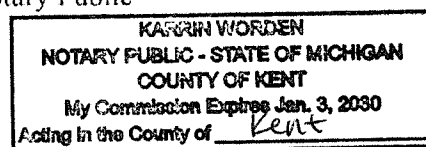
D. Graham Parker  
Assistant City Attorney

State of Michigan )  
~~Oklahoma~~ )  
County of Kent )  
~~Texas~~ )

#### VERIFICATIONS

Before me, a Notary Public, on this 24 day of June 2025, personally appeared Gregg Lebster, known to me to be the (President, Vice-President, Corporate Officer, Member Partner or Other: \_\_\_\_\_ (Please circle or specify) of WaterSolve, LLC to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Karin Worden  
Notary Public



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**ATTACHMENT A**

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

1.1. Providing Professional Sonar Surveying and Related Support Services associated with the Sonar Survey at the Verdigris River Oxbow in the Broken Arrow Municipal Authority. Services performed to include a sonar sedimentation survey of the oxbow, including the sectioned off area next to the water inlet structure shown in EXHIBIT 1 as well as multiple narrow sections along the oxbow that will act as a cross section of that location, adjacent to the Verdigris River Water Treatment Plant's Raw Water Pump Station. Work performed under the contract shall be performed on a not to exceed contract as requested by the BAMA.

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

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

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

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

3.1 The Professional Service Provider shall provide a sonar sedimentation survey of the oxbow to determine the sedimentation rate of the oxbow connected to the Verdigris River Water Treatment Plant's Raw Water Pump Station, which included the sectioned off area next to the water inlet structure (see EXHIBIT 1 attached), as well as multiple narrow sections along the oxbow that will act as a cross section of that location. The baseline will provide a baseline for this moment in time to review in years to come as a reference so BAMA can understand the rate of sedimentation over a period of time. Professional Surveying services shall also include: a brief explanation of the methodology used to perform the survey, a color-coded sediment thickness map that depicts the depth of sediment throughout each area, and a quantity table that reveals the data for these items for each area as it is on the data of the survey: Total Depth, Data Points Collected, Average Liquid Depth, and Average Sediment Depth. See attached Exhibit 1 location/footprint. The Sonar Survey will be performed with the following methodology: A remote-controlled boat, retrofitted with a sonar device will read the depth from the surface of the water to the top of the sediment and collects a data point every second. Those data points are approximately every four to five feet as the boat is moving and are recorded on a SD memory card. The boat is guided throughout the area in a pattern to gather data points that will reflect the

entire area. Once the boat is removed from the water the SD card is removed and is uploaded into the proprietary sonar software program. The total depth for the lagoon from the surface of the floor to the top of the water on this day is entered. The software then generates the average water depth and the average sediment depth and maps the sediment depths of the data points. If accurate sonar data cannot be gathered in a particular area, physical measurement of sediment depth will be taken using “sludge judge” sampler. These points can be added to sonar data or presented separately.

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]

Exhibit 1

