

**BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)  
PROFESSIONAL SERVICES AGREEMENT  
CONDITION ASSESSMENT FOR RAW WATER AND HIGH SERVICE PUMPS AT  
THE VERDIGRIS RIVER WATER TREATMENT PLANT (VRWTP)**

**1. Professional Service Provider:**

- a. Name: Smith Pump Company, Inc.
- b. Telephone No.: 800-299-8909
- c. Address: 301 MB Industrial Dr., Waco, TX 76712

**2. Project Title and Location:** Condition Assessment for Raw Water and High Service Pumps at the Verdigris River Water Treatment Plant.

**3. Contract for:** Providing field services associated with public works projects for the BAMA. Field services to include providing a field service engineer with calibrated instrumentation to run (7) pumps and conduct a condition assessment. The Field Service shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Field Service Provider agrees that this field 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 Field Service Provider shall be compensated at the hourly rate in accordance with a lump sum amount that is Not to Exceed Fourteen Thousand One Hundred Sixty and 0/100 (\$14,160.00) for field services that will include calibrations and an assessment report. Additional services may be agreed to at a later date. The parties agree that the Professional Field 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 Field 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 Field Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Field Service Provider agrees to abide by and comply with all of BAMA's Administrative Policies.

**5. Invoicing and Payment:** The Professional Field 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 Field Service Provider shall acquire all insurance policies required for professional liability insurance, general liability, auto insurance, workers' compensation and/or health insurance. The Professional Field 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 Field 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 Field 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 Field 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:  
Smith Pump Company, Inc.

By: Michael Spurgeon  
Michael L. Spurgeon  
General Manager

By: Trent Brown  
TRENT BROWN

Date: 6/11/2026

Title: PRESIDENT

Attest: Curtis Green  
Secretary [Seal]

Date: 6/5/26

Date: 6/11/2026

Attest: Lee Swanson  
By:

Title: Credit Collections Manager

Date: 6/5/2026



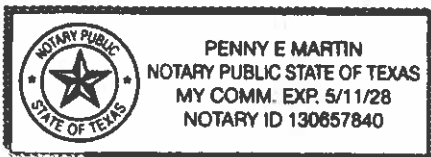
Approved as to form:

D. Graham Parker  
Assistant City Attorney

VERIFICATIONS

State of ~~Oklahoma~~ Texas )  
McLennan ) §  
County of ~~Tulsa~~ )

Before me, a Notary Public, on this 5<sup>th</sup> day of June 2026, personally appeared Trent Brown, known to me to be the President (Please circle or specify) of Smith Pump Company, 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.



Penny E. Martin  
Notary Public

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**ATTACHMENT A**

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

1.1. Providing Professional Field Services and Related Support Services associated with the Field Condition Assessment for Raw Water and High Service Pumps at the Verdigris River Water Treatment Plant (VRWTP). Services performed to provide field services to include providing a field service engineer with calibrated instrumentation to run (7) pumps and conduct a condition assessment. 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 a Field Condition Assessment for Raw Water and High Service Pumps at the Verdigris River Water Treatment Plant (VRWTP) owned and operated by the Broken Arrow Municipal Authority. Professional Field services shall include providing a field service engineer with calibrated instrumentation to run (7) pumps and conduct a condition assessment.

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]