

**BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)
PROFESSIONAL SERVICES AGREEMENT
2025-2026 QUARTERLY SERVICE AGREEMENT AT THE VERDIGRIS RIVER
WATER TREATMENT PLANT (VRWTP)**

1. Professional Service Provider:

- a. Name: PSI Water Technologies, Inc.
- b. Telephone No.: 408-370-6540
- c. Address: 550 Sycamore Drive, Milpitas, CA 95035

2. Project Title and Location: 2025-2026 Quarterly Service Agreement for PSI Water Technologies Microclor Equipment at the Verdigris River Water Treatment Plant.

3. Contract for: Providing quarterly services associated with public works projects for the BAMA. Quarterly services to include: site visits with a multi-point mechanical and electrical inspection to be completed by a certified service technician. The Service shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Service Provider agrees that this quarterly 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 Twenty-Eight Thousand Six Hundred Twelve and 00/100 (\$28,612.00) for quarterly services that will include a site visit per quarter, multi-point mechanical and electrical inspection, and a summary report for recommended improvements or repairs. 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 for 365 calendar days. 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 it is 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.

15. Limitation of Liability:

(a) Vendor Cap. Vendor's total aggregate liability to City arising out of or related to this Agreement, whether in contract, tort (including negligence), strict liability, or otherwise, is limited to the insurance limits required by this Agreement actually available to satisfy the claim(s).

(b) Carve-Outs (no cap). The cap in (a) does not apply to: (1) Vendor's indemnity obligations; (2) bodily injury (including death) or damage to tangible property; (3) willful misconduct or gross negligence; (4) failure to maintain required insurance or additional-insured status; (5) return of fees for work not performed or accepted; (6) liquidated damages, service credits, or other agreed remedies; and (7) City's reasonable cost of cover/re-procurement.

(c) Damage Types. Any exclusion of "consequential," "incidental," "special," or "indirect" damages shall not limit City's recovery of the items in (b) or amounts owed to third parties under claims that Vendor must defend and indemnify.

(d) Public Owner & Bonds. Nothing here waives or limits City's rights, immunities, defenses, or statutory liability limits (including under the Oklahoma Governmental Tort Claims Act), expands City's liability, or limits City's rights against performance or payment bonds.

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:
PSI Water Technologies, Inc.

By: _____
Michael L. Spurgeon
General Manager

Date: _____

Attest: _____
Secretary [Seal]

Date: _____

By: *[Signature]*

Title: VP + COO

Date: 9/17/2025

Attest: *[Signature]*
By: _____

Title: ASSISTANT SECRETARY

Date: 9/17/25

Approved as to form:

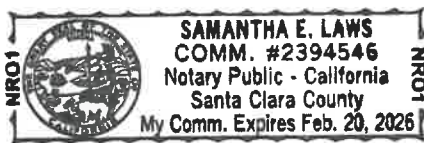
D. Graham Parker
Assistant City Attorney

VERIFICATIONS

State of California)
County of Santa Clara) §

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.

Before me, a Notary Public, on this 17th day of September 2025, personally appeared Guy Chadwell, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Vice-President (Please circle or specify) of PSI Water Technologies, Inc. to be the identical person who executed the within and foregoing instrument, and acknowledged to me that ~~she~~ he executed the same as his/~~her~~ free and voluntary act and deed for the uses and purposes therein set forth.



Samantha E. Laws
Notary Public

**BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)
PROFESSIONAL SERVICES AGREEMENT
2025-2026 QUARTERLY SERVICE AGREEMENT AT THE VERDIGRIS RIVER
WATER TREATMENT PLANT (VRWTP)**

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Services and Related Support Services associated with the Quarterly Service at the Verdigris River Water Treatment Plant (VRWTP) from execution of this contract for 365 calendar days. Services performed to provide quarterly services to include site visit consisting of a multi-point mechanical and electrical inspection to be completed by a factory certified service technician. On completion of each quarterly visit, the technician will prepare and deliver a summary report which will include any recommended additional maintenance work or repairs to equipment. PSI will provide a separate quote for work if requested by BAMA. 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 quarterly site visits and multi-point mechanical and electrical inspections, and related support services at the Verdigris River Water Treatment Plant (VRWTP) owned and operated by the Broken Arrow Municipal Authority. Professional services shall also include notice of defects outside of contract for repair.

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.

3.3 Service Details. (See Attachment 1 – Services Checklist (each visit))

Site Name/Address: 35608 E. 66th St. South, Broken Arrow, OK 74014

Systems to be Serviced: (3) MC-1000

Price per visit (exclusive of freight and taxes, if applicable):

Visit 1: \$7,153.00, Visit 2: \$7,153.00, Visit 3: \$7,153.00, Visit 4: \$7,153.00.

Total Contract price for four (4) quarterly visits is \$28,612.00. Invoicing for each quarterly service visit will occur upon completion of such visit and payment of each invoice will be due within 30 days.

[END OF ATTACHMENT A]

PSI WATER TECHNOLOGIES

A cleanwater1 Company

550 Sycamore Drive

Milpitas, CA 95035

408 370 6540 📞

cleanwater1.com 🌐

info@cleanwater1.com 📧

QUARTERLY SERVICE AGREEMENT PROPOSAL

Date: 6/23/25

Proposal No: 202506-43517

Customer:

Equipment: Microclor

Project #: 912100

Dear Customer,

Thank you for choosing PSI Water Technologies, Inc. ("PSI") as your trusted equipment and services partner. We are pleased to offer a quotation for a quarterly service agreement. Our quarterly service visit consists of a multi-point mechanical and electrical inspection (shown in Attachment 1) to be completed by a factory certified service technician (the "Services"). On completion of each quarterly visit, the technician will prepare and deliver a summary report which will include any recommended additional maintenance work or repairs to your equipment. If you are interested in implementing any of the recommendations, PSI will provide a separate quote for that work. To accept this agreement, please sign below and return the signed copy to us.

Service Details

Duration: The Services are to be performed at quarterly intervals over the contract year. PSI will contact you to schedule prior to each site visit. Adjustments in the site visit schedule may be needed from time to time, and PSI and the customer will work together to accommodate such adjustments.

Site Name/Address

35608 E. 66th St. South Broken Arrow OK 74014

Systems To be serviced

(3) MC-1000

Price per visit (exclusive of freight and taxes, if applicable)

Visit 1: **\$7153.00**

Visit 2: **\$7153.00**

Visit 3: **\$7153.00**

Visit 4: **\$7153.00**

The total contract price for 4 quarterly visits is \$ **28,612.00**. Invoicing for each quarterly service visit will occur upon completion of such visit and payment of each invoice will be due within 30 days.

PSI WATER TECHNOLOGIES

A cleanwater¹ Company

ATTACHMENT 1 SERVICES CHECKLIST (EACH VISIT)

Maintenance Activity	Quarterly	Maintenance Activity	Quarterly
General Inspection		Process	
Inspect and record salt levels	✓	Analyze influent water parameters	✓
Inspect for leaks or unusual noises	✓	Inspect cells for corrosion or erosion	✓
Inspect blowers and filters	✓	Inspect plumbing and drain lines for corrosion or erosion	✓
Review and verify power set-points	✓	Inspect electrode for hardness deposits	✓
Record Amperage and Voltage	✓	Service/Calibrate water flow meter	✓
Check brine pump	✓	Inspect brine tank for bridging or tunneling	✓
Test flow sensor	✓	Inspect brine tank level switch/transmitter	✓
Adjust level sensors on cell loops	✓	Cooling and Heating System	
Clean level sensors on cell loops	A/R	Inspect HVAC Unit	A/R
Change filter before brine pump	✓	Clean condenser heat exchanger coils	A/R
Clean Y-strainer before dosing pump	✓	Verify proper operation	✓
Change filter after water softeners	✓	Inspect for leaks	✓
Perform Hypochlorite concentration test	✓	Test and calibrate hydrogen sensor	✓
Supply Water		Replace Element and Calibrate hydrogen sensor	A/R
Validate water softener operation	✓	Other	
Test water hardness	✓	Calibrate temp sender (HMI vs actual)	✓
Verify water flow rates	✓	Calibrate Ammeter (HMI vs actual vs rectifier)	✓
Inspect check valves and solenoid valve(s)	✓	Perform Cell Cleaning	A/R
Check and test pressure relief valves	✓	System Operation Training	
Calibrate flow meters	A/R	End-to-end system overview	✓
Electrical System		PLC/HMI Login	
Check and clean control panel	✓	Overview screen navigation and interaction	
Check and clean rectifier	✓	Setpoint review and setting	
Change PLC backup battery	A/R	Alarm review and settings	
Check UPS	A/R	Troubleshooting	
Inspect/tighten low voltage wiring terminals	✓	Q & A	
Inspect/tighten power wiring terminals	✓		