BROKEN ARROW MUNICIPAL AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
VERDIGRIS RIVER WATER TREATMENT PLANT GENERATOR YEARLY PLANNED MAINTENANCE SERVICING

1. **Professional Service Provider:**

a. Name: Cummins Inc. Sales and Service

b. Telephone No.: 405-625-9705

c. Address: 16525 E Skelly Drive, Tulsa, OK 74116

2. **Project Title and Location**: Verdigris River Water Treatment Plant Generator Yearly Planned Maintenance Servicing located at 6670 S. 361st, 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 planned maintenance services 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 hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not to Exceed Seventeen Thousand One Hundred Eighty-Five and 14/100 ($17,185.14) 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 Three Hundred Sixty-Five (365) 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 $2,000,000 for each occurrence and $2,000,000 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 $2,000,000 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. Firearms Industry Nondiscrimination: Professional Service Provider certifies, pursuant to 21 O.S. § 1289.31, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and that it will not so discriminate during the term of this Agreement. This clause applies only if Professional Service Provider is a company with at least ten (10) full-time employees and the Agreement value is at least $100,000 paid in whole or in part from BAMA funds.

11. 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

12. 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.

13. 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.

14. 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.

15. 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 Spurgeon
Michael Spurgeon, General Manager/City Manager

Date: 7/10/2026

Attest:
Curtis Green
Secretary [Seal]

Date: 7/10/2026

BROKEN ARROW MUNICIPAL AUTHORITY CORPORATE SEAL OKLAHOMA

Approved as to form:

D. Graham Parker
Assistant City Attorney

Professional Service Provider:
Cummins Inc. Sales and Service

By:

Title: FS Manager

Date: 7/9/2026

Attest:
By:

Title:

Date:

VERIFICATIONS

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 9 day of July 2026, personally appeared Dale Duncan, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Field Service Manager (Please circle or specify) of Cummins Inc. Sales and Service 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.

CHRISTINE J MOORE NOTARY PUBLIC 26002006 IN AND FOR STATE OF OKLAHOMA ROGERS COUNTY

Christine J Moore
Notary Public

Commission Exp: Feb 13 2030

BROKEN ARROW MUNICIPAL AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
VERDIGRIS RIVER WATER TREATMENT PLANT GENERATOR YEARLY PLANNED MAINTENANCE SERVICING

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Planned maintenance Services and Related Support Services associated with three (3) generators located at the Verdigris Water Treatment Plant. 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 an annual full service planned maintenance services to include: air filter service, oil analysis, coolant analysis, and diesel fuel analysis. See attached Exhibit 1 for proposal.

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]

Planned Equipment Maintenance Proposal to CITY OF BROKEN ARROW

1. All work is planned from Monday to Friday on normal Business working hours – 8:00am to 5:00pm. Additional and off-hours work and billable amounts not listed in the above scope of work shall be based on current calendar year rates.
2. All pricing above is stated excluding any and all taxes.
3. This quotation is open for acceptance for 60 days after which both price and service delivery period will be subject to confirmation prior to acceptance of proposal.
4. The pricing in this quotation will remain the same over the duration of the term.
5. This proposal is offered in U.S. Dollar.
6. Payment terms for this quote are Pay as you go.
7. Payments made by credit card will be subject to a 3% surcharge except where prohibited by law.

This maintenance proposal is expressly conditioned upon acceptance of the terms and conditions of Cummins' Maintenance Agreement.

I appreciate your interest in working with Cummins and I thank you for your business. If you need any further assistance or clarification, please do not hesitate to contact me.

To accept this quotation as provided, please return a signed copy of this form or contact me for an electronically signable version.

Sincerely,

Scott Baker
Senior PEM Sales Executive- PG
405-625-9705
lu183@cummins.com
www.cummins.com

Please return signed agreement to: lu183@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller. The foregoing product/ services upon the terms and condition set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached here to which are hereby incorporated here in reference.

Customer Approval (Quote ID Q-445965)

Name: _____

Title: _____

Signature: _____

Date: _____

Approval Cummins Sales & Service - Tulsa OK

Name: Dale Duncan

Title: FS Manager

Signature: [signature]

Date: 7/9/26

The package Custom Bundle includes the below services for this equipment:

Site Information:

PMA-BROKEN ARROW WTP

6670 S 361ST
BROKEN ARROW, Oklahoma 74014
United States

Access: Standard

Access Notes:

Service Branch:

Cummins Sales & Service - Tulsa OK

16525 E SKELLY DR
TULSA, Oklahoma 74116-4045
United States

Equipment Information:

Manufacturer: Cummins Model

Model: Cummins Model

Engine Serial Number:

Genset Serial Number: H120371058

ATS Serial Number:

Quantity: 1

Install Date: 08/01/13

Warranty Expiration Date:

Year 1	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Full Service	Annually	1	4,616.58	4,616.58
	Air Filter Service		1	881.02	881.02
	Oil Analysis - Advanced		1	65.03	65.03
	Coolant Analysis - Basic		1	65.75	65.75
	Diesel Fuel Analysis - Economy		1	100.00	100.00
				Year 1 Extended Total:	5,728.38

Price of Services per Unit: USD 5,728.38
Total Price of Services: USD 5,728.38

Year 1 Extended Total:	USD 17,185.14
Extended Total Agreement - PreTax:	USD 17,185.14

Notes:
Anything not specifically addressed above is not included.

Customer Responsibilities:

The Customer is responsible for operating the maintained equipment and shall perform all checks as described in the Operation and Maintenance Manual.

Proposal Considerations:

The package Custom Bundle includes the below services for this equipment:

Site Information:

PMA-BROKEN ARROW WTP

6670 S 361ST
BROKEN ARROW, Oklahoma 74014
United States

Access: Standard

Access Notes:

Service Branch:

Cummins Sales & Service - Tulsa OK

16525 E SKELLY DR
TULSA, Oklahoma 74116-4045
United States

Equipment Information:

Manufacturer: Cummins Model

Model: Cummins Model

Engine Serial Number:

Genset Serial Number: H120371057

ATS Serial Number:

Quantity: 1

Install Date: 07/31/13

Warranty Expiration Date:

Year 1	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Full Service	Annually	1	4,616.58	4,616.58
	Air Filter Service		1	881.02	881.02
	Oil Analysis - Advanced		1	65.03	65.03
	Coolant Analysis - Basic		1	65.75	65.75
	Diesel Fuel Analysis - Economy		1	100.00	100.00
				Year 1 Extended Total:	5,728.38

Price of Services per Unit: USD 5,728.38
Total Price of Services: USD 5,728.38

To the attention of: CITY OF BROKEN ARROW

Cummins provides best in class products and related services worldwide with the highest quality in the industry. We service more than Cummins engines and generators, and we're pleased to offer you the following planned equipment maintenance proposal.

Cummins Available Planned Maintenance Services:

Cummins offers the following services - based on your selected packages these may or may not be included:

System Inspections: Batteries, controls, fuel systems, cooling systems, intake and exhaust systems, controls and accessories, aftertreatment basic run testing included in all Inspection Services.
Oil & Coolant Analysis: Sampling, included in all Inspection + Services, provides an overall snapshot of the equipment condition.
Planned Maintenance: Clean filters and oil changes included in Full Service keeps your product ready to run.
Load Bank Testing: Prevents wet stacking in diesel engines. In all units load bank testing applies controlled load to the equipment to test for proper operation providing peace of mind.
Transfer Switch & Switchgear: Cummins takes care of your whole system.
Cummins Branded Parts: Maintenance always includes Cummins Genuine Parts where applicable.
Warranty: Best-in-Industry warranty is always included, with a variety of extended warranty options available on Cummins equipment.
Digital Monitoring: Cummins offers remote monitoring solutions for your products to ensure availability and minimize unexpected costs.
Additional Available Services: Winterization, oil extension programs, training and more can all be customized to your needs.

For additional information regarding Cummins available products and services, please contact your Sales Representative.

Pricing for Services:

This 1 year proposal has been customized for your equipment and operations as described here:

Customer Information:	Contact Information:	
CITY OF BROKEN ARROW	Name:	Justin Mcguire
PO BOX 610, BROKEN ARROW, Oklahoma, 74013-0610	Phone Number:	539-867-7263
Account Number:	Cell:	
	Email:	

The package Custom Bundle includes the below services for this equipment:

Site Information:		Equipment Information:	
PMA-BROKEN ARROW WTP		**Manufacturer:**	Cummins Model
6670 S 361ST BROKEN ARROW, Oklahoma 74014 United States		**Model:**	Cummins Model
Access:	Standard	**Engine Serial Number:**	
Access Notes:		**Genset Serial Number:**	G120370616
Service Branch:		**ATS Serial Number:**	
Cummins Sales & Service - Tulsa OK		**Quantity:**	1
16525 E SKELLY DR TULSA, Oklahoma 74116-4045 United States		**Install Date:**	07/28/13
		Warranty Expiration Date:	

Year 1	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Full Service	Annually	1	4,616.58	4,616.58
	Air Filter Service		1	881.02	881.02
	Oil Analysis - Advanced		1	65.03	65.03
	Coolant Analysis - Basic		1	65.75	65.75
	Diesel Fuel Analysis - Economy		1	100.00	100.00
				Year 1 Extended Total:	5,728.38

Price of Services per Unit: USD 5,728.38
Total Price of Services: USD 5,728.38