

**FIRST AMENDMENT  
TO  
BROKEN ARROW MUNICIPAL AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT  
LYNN LANE WWTP – EMERGENCY WET WELL CLEANING**

**1. Professional Service Provider:**

- a. Name: CRYSTAL CLEAN, LLC.
- b. Telephone No.: 918-325-0287
- c. Address: 11915 E. 51<sup>ST</sup> Street, Tulsa, OK 74146

This First Amendment (this “First Amendment”) is entered into as of January 10, 2025 (the “Amendment Effective Date”), by and between Broken Arrow Municipal Authority (“BAMA”) and Crystal Clean, LLC, an Indiana limited liability company (“Professional Service Provider”). The term “Party” will refer to either BAMA or Professional Service Provider and the term “Parties” will refer to BAMA and Professional Service Provider collectively.

WITNESSETH

WHEREAS, BAMA and Professional Service Provider are parties to that certain Professional Services Agreement dated November 18, 2024 (the “Agreement”)

WHEREAS, BAMA and Professional Service Provider desire to modify the Agreement on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

- 1. Clause 4, titled “Compensation”, is hereby amended to increase total compensation under the Agreement from \$90,000 to \$150,000 as follows:

**4. Compensation:** Professional Service Provider shall be compensated at the daily rate of Thirty Thousand No/100 (\$30,000) per day as noted in accordance with attached quotation provided and the total compensation under this contract is Not to Exceed One Hundred and Fifty Thousand No/100 (\$150,000.00) for the entire Scope of the Professional Services rendered. However, if Professional Service Provider is required to perform additional services beyond the scope of the initial agreement, the parties shall agree on a separate fee arrangement in writing. 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 their own equipment 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.

**2. Entirety of Agreement:** Except as expressly amended herein all other terms and conditions of the Agreement shall remain in full force and effect.

**3. Electronic Signatures:** The Parties agree this transaction may be completed by electronic means and an electronic signature on this First Amendment will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because is it in electronic form.

**[The remainder of this page intentionally left blank. Signature page follows.]**

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the Amendment Effective Date by their duly authorized officers or representatives.

Broken Arrow Municipal Authority, a Public Trust: Professional Service Provider: Crystal Clean, LLC  
By: Michael Spurgeon By: [Signature]  
Michael L. Spurgeon, General Manager Ed Guglielmi  
Date: 1/11/2025 Title: VP Sales

Attest: Curtis Green Date: 1-10-25  
Secretary [Seal] Attest: [Signature]  
Date: 1/11/2025 By: Mark DeVita  
Mark DeVita  
EVP, CFO, Chief Administrative Officer  
Title: Officer  
Date: 1-10-25



Approved as to form:  
D. Graham Parker  
Assistant City Attorney

**VERIFICATIONS**

State of Illinois )  
County of Kane ) §

Before me, a Notary Public, on this 10<sup>th</sup> day of January 2025, personally appeared Ed Guglielmi, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: VP Sales (Please circle or specify)) of Crystal Clean, 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.



[Signature]  
Notary Public