BROKEN ARROW MUNICIPAL AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
ALLEYWAY SEWER REHABILITATION BY CIPP AND MANHOLE REHABILITATION

1. Professional Service Provider:

a. Name: Insituform Technologies, LLC

b. Telephone No.: 214-317-0950

c. Address: 580 Goddard Avenue, Chesterfield, MO 63005

2. Project Title and Location: Alleyway 8" Sewer Rehabilitation by CIPP and Manhole Rehabilitation by Spectrashield located in the alleyway between Main Street and S. 1st St. from E. College St to E. Ft. Worth St.

3. Contract for: Providing professional rehabilitaion services associated with public works projects for the Broken Arrow Municipal Authority. Professional services to include providing pipe and manhole rehabilitation 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 One Hundred Eighty-Four Thousand Three Hundred Fourty-Two and 50/100 ($184,342.50) 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 One Hundred Twenty (120) 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, General Manager/City Manager

Date: ______________________________

Attest:

____
Secretary [Seal]

Date: ______________________________

Approved as to form:

D. Graham Parker
Assistant City Attorney

Professional Service Provider:
Insituform Technologies, LLC

INSITUFORM TECHNOLOGIES, LLC
LIMITED LIABILITY
SEAL
DELAWARE

By: [signature]
Taylor DeLuca

Title: Contracting & Attesting Officer

Date: 07/06/2026

Attest By: [signature]
Christlanda Adkins

Title: Contracting & Attesting Officer

Date: 07/06/2026

VERIFICATIONS

State of ~~Oklahoma~~ Missouri)
) §
County of ~~Tulsa~~ St. Louis)

Before me, a Notary Public, on this 6th day of July 2026, personally appeared Taylor DeLuca, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Contracting & Attesting Officer (Please circle or specify) of Insituform Technologies, 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.

Whittney L. Schulte
Notary Public

WHITTNEY L. SCHULTE
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
SAINT LOUIS COUNTY
COMMISSION # 13538104
MY COMMISSION EXPIRES: 10/19/2029

BROKEN ARROW MUNICIPAL AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
ALLEYWAY SEWER REHABILITATION BY CIPP AND MANHOLE REHABILITATION

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Rehabilitation and Related Support Services associated with Alleyway 8" Sewer Rehabilitation by CIPP of approximately 1,665 linear feet and Manhole Rehabilitation by Spectrashield of approximately 680 square feet located in the alleyway between Main Street and S. 1st St. from E. College St to E. Ft. Worth St. 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 Insituform Technologies, LLC to furnish all labor, materials, equipment, and services necessary to reconstruct the 1,665 linear feet of alleyway 8" sewer rehabilitation by CIPP and approximately 680 square feet of manhole rehabilitation by Spectrashield spray. See attached Exhibits 1 and 2 for Proposal and location/footprint.

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]

HQ/Contracts:
Insituform Technologies, LLC
580 Goddard Avenue
Chesterfield, MO 63005
www.aegion.com

Local Contact:
Timothy Peterie
1103 Postwood Dr
Corinth, TX 76210
Tel. 214-317-0950
tpeterie@azuria.com

June 5, 2026 SF#: SO-00202759

Brandy Parks
Asst Director of Utilities
City of Broken Arrow
485 N Poplar Ave
Broken Arrow, OK 74012

Buyboard Proposal

Project Name: **City of Broken Arrow, OK – Alleyway Sewer Rehabilitation**
8" Rehabilitation by CIPP and Manhole Rehabilitation by Spectrashield

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish all labor, materials, equipment, and services necessary to reconstruct the referenced project (as detailed in the GIS maps and other information presented by the City of Broken Arrow) utilizing the Local Government Purchasing Cooperative Contract #730-24 administered through the BuyBoard.

ASSUMPTIONS AND QUALIFICATIONS

Insituform Design. We have based this proposal on a nominal wall thickness for the Insitutube, which is based on the best available information at the time of this proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.

Laterals. During TV inspection all side sewers are verified, using best practical efforts, to determine if each is an active hook up. Normal practice only reinstates those which are active. You may direct us to reinstate all or specific laterals as you desire. This proposal, unless otherwise stated, assumes that all laterals will be reconnected internally using the Insitucutter. Specific service connections will not be reconnected only when written directions are received from the Owner. The Owner will indemnify and hold **INSITUFORM TECHNOLOGIES, LLC** harmless from all claims arising from backups and other effects of such actions or inaction's from services not opened at the owner's request.

Insituform will supply the City of Broken Arrow 1-year Performance, Payment, and Maintenance Bonds and Certificate of Insurance as needed following acceptance of this proposal.

The pricing in this proposal assumes that all Technical Specifications set forth by the BuyBoard will be strictly adhered to. Any changes to these specifications must be noted and agreed upon by both parties prior to finalizing the proposal pricing. Insituform will utilize the City of Broken Arrow's Standard Details where necessary.

Special:

1. **Quantities are estimated based on the information provided and survey data. Actual quantities utilized will be billed.**
2. **Insituform estimates 90 days to substantially complete the work.**
3. **The City of Broken Arrow will provide access to manholes to include coordination with property owners, permits, point repairs, and restoration if found to be necessary.**

PROPOSAL TERMS AND CONDITIONS

Terms and Conditions from the Local Government Purchasing Contract are available upon request from the BuyBoard. Insituform will utilize the City of Broken Arrow Terms & Conditions where applicable. Any changes to these conditions must be noted and agreed upon by both parties.

A renewal letter dated February 1, 2026 from the BuyBoard is being provided as an attachment.

PROPOSAL PRICING

Line Number	Description	Pay Quantity	Unit of Measure	Unit Price (current)	Total Price (current)
1	**Mobilization Clean and TV**	2.00	EA	$5,000.00	$10,000.00
2	**8" Heavy Clean and TV**	1,665.00	LF	$16.00	$26,640.00
3	**Mobilization - CIPP Crew**	1.00	EA	$20,000.00	$20,000.00
4	**8" x 6.0mm**	1,665.00	LF	$45.00	$74,925.00
5	**6" - 12" CIPP Setup Charge Per Install Length**	1,665.00	LF	$10.50	$17,482.50
6	**Internal reconnects**	21.00	EA	$150.00	$3,150.00
7	**6" - 18" Post TV Inspection After Rehabilitation**	1,665.00	LF	$1.00	$1,665.00
8	**Mobilization - MH Rehab Crew**	1.00	EA	$5,000.00	$5,000.00
9	**Manhole Rehab Spray - Spectrashield**	680.00	SF	$31.00	$21,080.00
10	**MH Invert work**	2.00	EA	$475.00	$950.00
11	**Grout for leak mitigation (if needed)**	1.00	Gal	$450.00	$450.00
12	**Bond and Insurance**	1.00	LS	$3,000.00	$3,000.00
					$184,342.50

PROPOSAL INCLUSIONS

The prices stated in this proposal include:

1. Mobilization and demobilization.
2. Preliminary cleaning to include removal of all loose debris and deposits. Heavy debris cleaning or mechanical cleaning will be considered a changed condition.
3. Pre-Video inspections and documentation of existing pipes prior to reconstruction with the Insituform process for pipe rehabilitated by CIPP.
4. Final video inspection following completion of the installation to document your new pipe rehabilitated by CIPP.
5. Insitutube wetout using a minimum 250,000 Flexural Modulus resin, inversion, curing, and finishing.
6. Bypass pumping.
7. Internal service reconnections.
8. Manhole rehabilitation with Spectrashield.
9. Traffic control and traffic control plans (non-DOT) if needed.
10. Confined space safe entry practices.
11. One-year standard construction warranty.
12. Standard insurance coverage with the following limits:
    General Liability: $2,000,000 per occurrence/$4,000,000 aggregate
    Auto: $2,000,000 Combined Single Limit
    Workers Compensation: Statutory with $1,000,000 Employer's Liability
    The above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.
13. Taxes on permanent materials.

PROPOSAL EXCLUSIONS

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by **INSITUFORM TECHNOLOGIES, LLC** at your additional cost; or would be furnished by others, at your direction, at no cost to **INSITUFORM TECHNOLOGIES, LLC**:

a) If preliminary video inspection of the pipe interior indicates excessive damage, or other extra-ordinary condition, which will require excavation or other means to prepare the pipe for installation of the Insitutube, then those services will be provided by the Owner or by change order.

b) Additional mobilizations and/or setups due to point repairs, obstruction removals, or delays out of our control may be an additional charge.
c) Manual operation of any pumping and/or metering stations.
d) Water from fire hydrants within a convenient distance from each cleaning and inversion site location.
e) Legal dumpsite for debris resulting from pipes cleaning.
f) PE stamped designs.
g) *If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.*
h) Project permits and/or local licenses.
i) State and local sales and/or use taxes on the value of the project. If you are exempt, please submit the appropriate documentation.
j) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.

PROPOSAL TERMS AND CONDITIONS

a) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of the project.
b) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.

OFFERED BY:

INSITUFORM TECHNOLOGIES, LLC

Timothy R. Peterie

TIMOTHY R. PETERIE
COMMERCIAL MANAGER – SW REGION

REVIEWED BY:
ANDY OZMENT
AREA VICE PRESIDENT

cc: Timothy Robins (COBA)
Ben Hawkins
Craig Nolen

ACCEPTED BY:

____
SIGNATURE **DATE**

____
NAME

____
TITLE

____
ORGANIZATION

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other document, it will not be acknowledged without this proposal being referenced or as an attachment.

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

February 1, 2026

Sent via email to: uyoungblood@aegion.com

Ursula J Youngblood
Insituform Technologies, LLC
17988 Edison Avenue
Chesterfiels, MO 63005

Re: Cured in Place (CIPP) for Pipeline Rehabilitation (Thermo-Cured-Products)
BuyBoard Contract 730-24

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Cured in Place (CIPP) for Pipeline Rehabilitation (Thermo-Cured-Products), Contract 730-24, for which the current term is set to expire March 31, 2026. At this time, the BuyBoard is renewing your contract through March 31, 2027. This will be the final renewal of this contract.

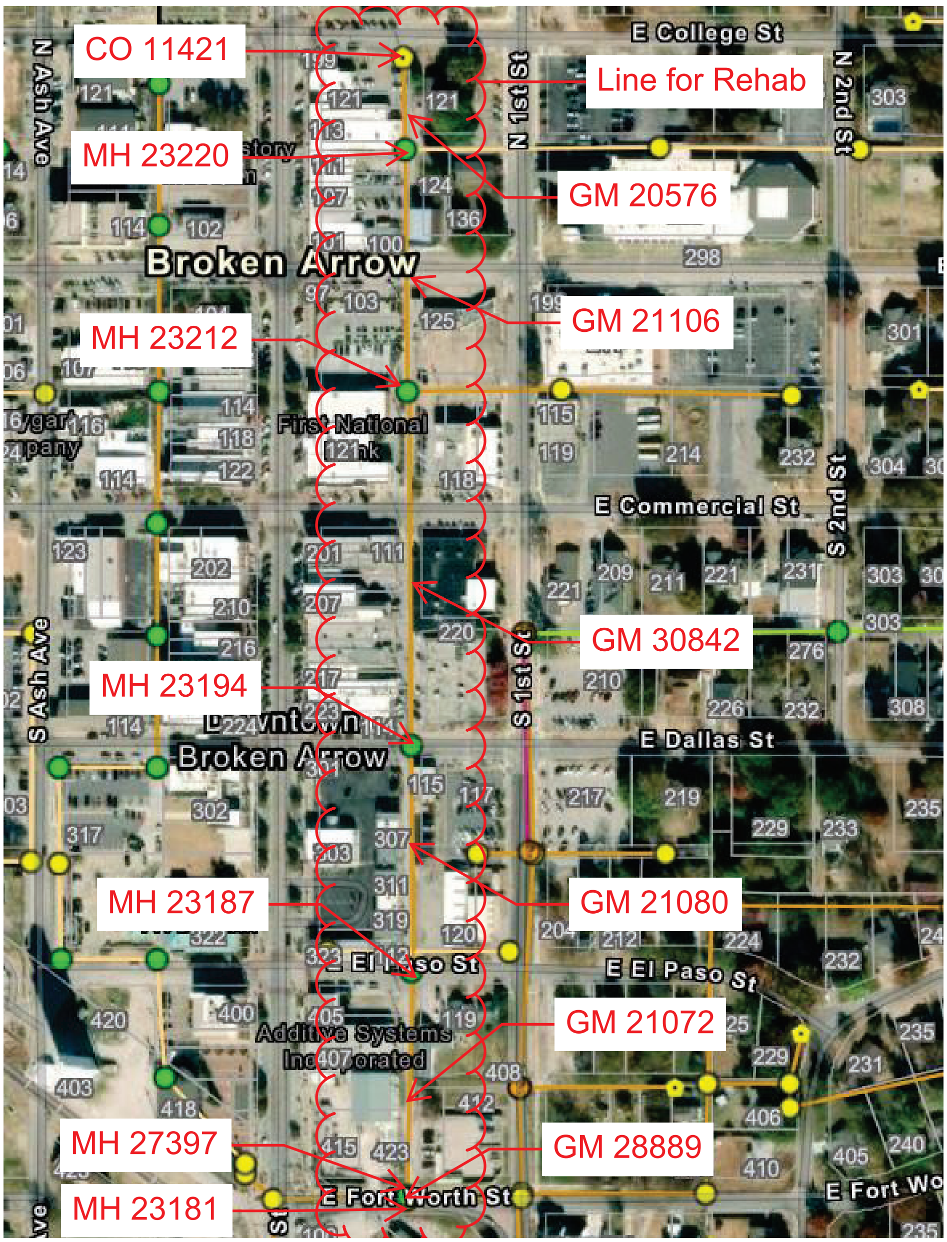
All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator



CO 11421
Line for Rehab
MH 23220
GM 20576
GM 21106
MH 23212
GM 30842
MH 23194
GM 21080
MH 23187
GM 21072
MH 27397
GM 28889
MH 23181
E College St
N Ash Ave
N 1st St
N 2nd St
Broken Arrow
First National Bank
E Commercial St
S 2nd St
S Ash Ave
S 1st St
Downtown Broken Arrow
E Dallas St
E El Paso St
Additive Systems Incorporated
E Fort Worth St