

**BROKEN ARROW MUNICIPAL AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
VERDIGRIS RIVER OXBOW BATHYMETRIC SURVEY
PROJECT NUMBER: 2554620**

1. Professional Service Provider:

- a. Name: Oklahoma Water Resources Board (OWRB)
- b. Telephone No.: 405-530-8800
- c. Address: 3800 North Classen Blvd., Oklahoma City, OK 73118

2. Project Title and Location: Verdigris River Oxbow Bathymetric Survey located at the oxbow at Verdigris River Water Treatment Plant at 6670 S. 361st St. in 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 bathymetric surveying 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 lump sum fee negotiated and the total compensation under this contract is Not to Exceed Sixteen Thousand Seven Hundred and Nineteen No/100 (\$16,719.00) 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 ninety (90) 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 \$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. Reserved.

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:

Professional Service Provider:
Oklahoma Water Resources Board (OWRB)

By: Michael Spurgeon
Michael L. Spurgeon, General
Manager

By: [Signature]

Date: 3/19/2026

Print Name: Thomas A. Gorman

Title: Chairman

Attest: Curtis Green
Secretary [Seal]



Date: 5/19/2026

Attest: [Signature]

Print Name: Suzanne Landess Robert Stallings, Jr.

Title: Secretary

Date: 3/20/2026

Date: 5/19/2026

Approved as to form:

D. Graham Parker
Assistant City Attorney



VERIFICATIONS

State of Oklahoma)
County of Oklahoma) §

Before me, a Notary Public, on this 19 day of May 2026, personally appeared Thomas Gorman, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Chairman (Please circle or specify) of Oklahoma Water Resources Board (OWRB) 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.

Tamara A. Lilly
Notary Public



**BROKEN ARROW MUNICIPAL AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
VERDIGRIS RIVER OXBOW BATHYMETRIC SURVEY
PROJECT NUMBER: 2554620**

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Bathymetric Surveying and Related Support Services associated with the Bathymetric Survey at the Verdigris River Oxbow in the Broken Arrow Municipal Authority. Services performed to include a bathymetric survey of the oxbow utilizing a transect spacing of 200 feet along the oxbow that will act as a cross section of that location with added coverage at the water inlet structure for the VRWTP and the inlet/outlet of the oxbow (see EXHIBIT 1 attached). 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 hydrographic data of the oxbow connected to the Broken Arrow Verdigris River Water Treatment (VRWTP) Raw Water Pump Station via a bathymetric survey when the oxbow is at or near normal pool elevation to identify any issues relating to possible siltation during periods of heavy flooding in the watershed and asses for potential dredging work. Area and capacity figures as well as one (1) foot contours will be computed using modern hydrographic technology. Hydrographic data will be collected using Differential Global Positioning System (DGPS) for location and a dual frequency Echosounder for depth. A transect spacing of two-hundred (200) feet will be used with increased coverage in areas of interest (i.e., the inlet/outlet to the Verdigris River and the water system intake at the Raw Water Pump Station) as seen in EXHIBIT 1 (attached). Available LIDAR data will be combined with hydrographic data to calculate volumes into the flood and surcharge pool. The hydrographic data provided by the Professional Service Provider will provide a baseline for this moment in time to review in years to come as a reference so BAMA can understand the rate of sedimentation over a period of time. Professional Surveying services shall also include: a full report of maps as well as calculations retrieved from the survey and one (1) foot contours of the oxbow may also be provided in any format. All data, metadata, and maps will be stored with the

Professional Service Provider for future reference and can be made available upon request.

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]

EXHIBIT 1

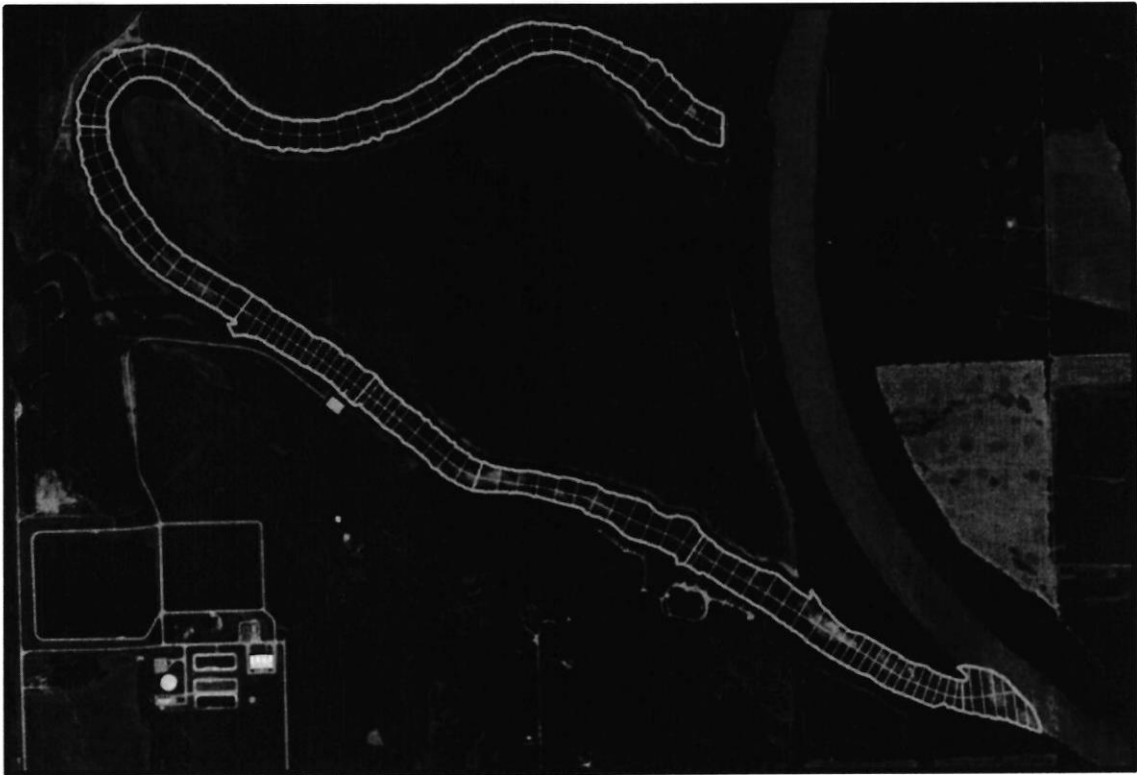


Figure 1. Aerial image of BA Oxbow showing 200 ft transects and centerline for main body with 100 ft transect spacing in areas of concern (intake and inlet/outlet).

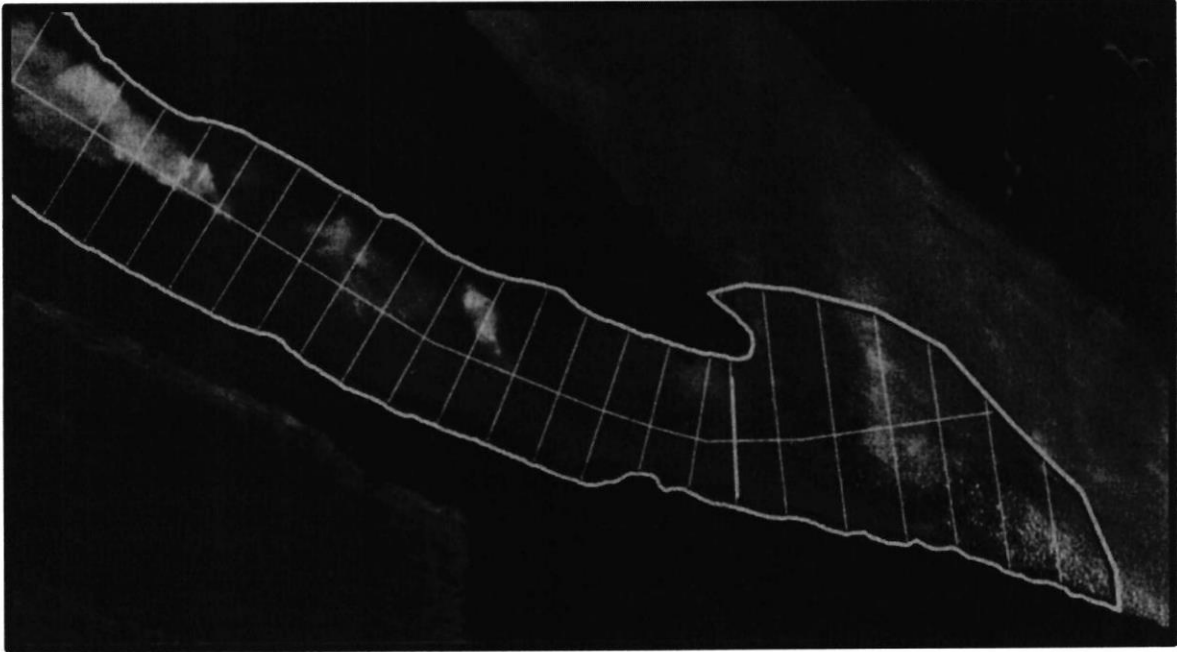


Figure 2. Aerial image of inlet/outlet showing increased coverage with 100 ft transects.

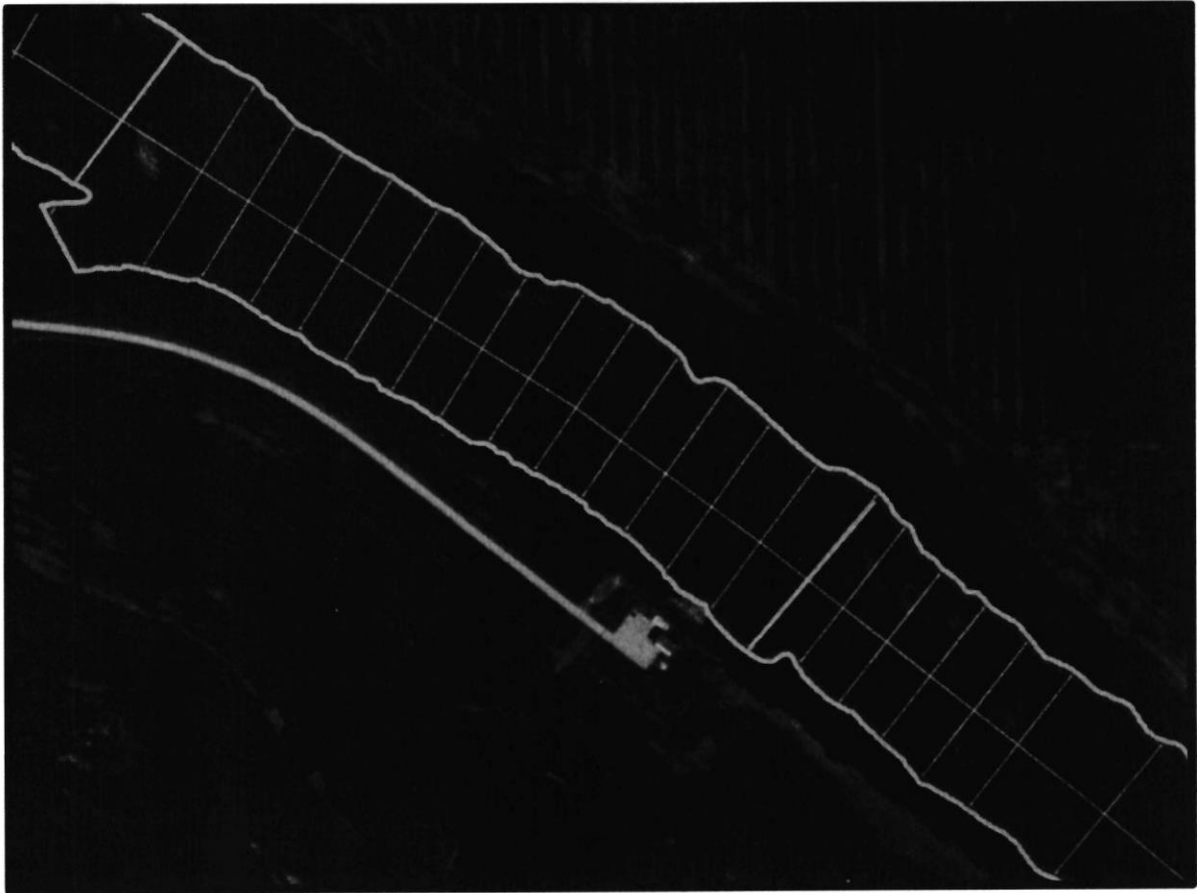


Figure 3. Aerial image of intake showing increased coverage with 100 ft transects.