

**BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)
PROFESSIONAL SERVICES AGREEMENT
FOR
THE CITY ORDINANCE UPDATES FOR PH AND SURCHARGE CRITERIA AND SIU
PERMIT LIMIT EVALUATION**

1. Professional Service Provider:

- a. Name: Hardgrave Environmental Management (HEM)
- b. Telephone No.: 918-319-8407
- c. Address: 9410 S. Elwood Ave., Ste 105, Jenks, OK 74037

2. Project Title and Location: City of Broken Arrow Pretreatment Ordinance Update for PH and Surcharge Criteria and SIU permit Limit Evaluation.

3. Contract for: Providing detailed review of pretreatment ordinance and any language in the ordinance that is necessary to be updated to support the City of Broken Arrow's compliance with the Oklahoma Department of Environmental Quality (ODEQ). 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 a lump sum amount that is Not to Exceed Two Thousand Five Hundred and 00/100 (\$2,500.00) to perform technical services to produce the necessary language and document for inclusion of pH and surcharge ordinance updates with ODEQ approval. 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 60 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 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 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:

By: Michael Spurgeon
Michael L. Spurgeon
General Manager

Date: 11/4/2025

Attest: Curtis Green
Secretary [Seal]

Date: 11/4/2025



Approved as to form:

D. Graham Parker
Assistant City Attorney

Professional Service Provider:

Hardgrove Environmental Management (HEM)

By: Joseph H.

Title: Owner

Date: 11/4/2025

Attest: Nina Sprigwater
By:

Title: CSR

Date: 11/4/2025

VERIFICATIONS

State of Oklahoma)
County of Tulsa) §

Before me, a Notary Public, on this 14th day of November 2025, personally appeared Joseph Hardgrave, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Owner (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 s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.



Debra Brach
Notary Public

**BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)
PROFESSIONAL SERVICES AGREEMENT
FOR
THE CITY ORDINANCE UPDATES FOR PH AND SURCHARGE CRITERIA AND SIU
PERMIT LIMIT EVALUATION**

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Services and Related Support Services associated with the ordinance updates for the City of Broken Arrow from execution of this contract for 60 calendar days. Services performed to provide technical services to include reviewing existing SIY permits and ordinances to ensure existing permit conditions reflect current City ordinances. 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 perform the technical services to produce the necessary language and documents for inclusion of pH and surcharge ordinance updates into the approved pretreatment program by a minor program modification to be submitted to the ODEQ. Professional services shall also include notice of major conflicts in ordinance that does not support requested changes to ODEQ.

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]



**PROPOSAL for SERVICES
CITY OF BROKEN ARROW
CITY ORDINANCE UPDATES for pH and SURCHARGE CRITERIA
& SIU PERMIT LIMIT EVALUATION**

Date: October 7, 2025

By: Hardgrave Environmental Management (HEM)

To: Ashley Rhea
Water Resources Coordinator
City of Broken Arrow, Utilities Department
PO Box 610, Broken Arrow, OK 74013

The proposal provided is to perform the technical services to produce the necessary language and documents for inclusion of pH and surcharge ordinance updates into the Approved Pretreatment Program by a minor program modification to be submitted to the Oklahoma Department of Environmental Quality (ODEQ) for approval.

HEM will review and support the City of Broken Arrow to update the referenced ordinances within the City of Broken Arrow Code of Ordinances based on utilizing all data provided by the City of Broken Arrow and currently available. HEM will also conduct a review of the existing SIU permits to ensure that the existing permit conditions reflect current City Ordinances and best professional judgment on a case-by-case basis. The City of Broken Arrow is responsible solely for any legal services necessary to complete the associated work in accordance with State and Federal rules and guidelines. A work review summary may be provided after project completion upon request.

HEM agrees to provide services related to the City of Broken Arrow Industrial Pretreatment Program as described above for the total price of Two Thousand Five Hundred dollars (\$2,500.00) as follows:

<u>Work Item Description</u>	<u>Estimated Completion Time</u>
Ordinance Review and Support for DEQ Submittal	Sixty (60) Days
Fee: \$2,500	
Deliverables: Work Summary as Requested	



Hardgrave Environmental Management
9410 S. Elwood Ave. Ste, 105, Jenks, OK 74037

918-319-8407
HEM@hardgraveem.com

You may authorize HEM to proceed with the services as described in this proposal by signing below and returning a copy of this proposal by email to HEM@hardgraveem.com. This proposal is valid only if authorized within 60 days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with the City of Broken Arrow to complete these services. If you have any questions or comments regarding this proposal or require additional services, please call me at (918) 319-8407.

Sincerely,

Hardgrave Environmental Management, LLC

Joseph M. Hardgrave
Owner

I hereby accept this proposal and retain the services of HEM. Please sign below and return via email:

Approved and Accepted By:

Print Name

Title

Signature

Date