

**THE CITY OF BROKEN ARROW AND
PONDS RX LLC DBA TURN PRO AQUATICS
INC. AGREEMENT**

This agreement made and entered into this 1 day of March, 2026, by and between the City of Broken Arrow, Oklahoma, hereinafter designated as "the City," and **Ponds RX LLC DBA/Turn Pro Aquatics Inc.**, of Edmond, Oklahoma.

WHEREAS, said Ponds RX LLC DBA/Turn Pro Aquatics Inc., in consideration of the payments hereinafter specified and agreed to be made by the City, hereby covenants, and agrees to perform all services as set forth herein to perform pond maintenance; and

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties hereto agree that the City shall pay Ponds RX LLC DBA/Turn Pro Aquatics Inc. an amount as set forth herein, for services rendered in accordance with this Agreement and the other attachments hereto all of which are hereby incorporated into and made a part of this agreement. The parties hereto agree as follows:

I. Adoption by Reference: The Request for Quotation hereinafter known as Exhibit "A" is hereby adopted as part of this agreement.

II. Duties of Ponds RX LLC DBA/Turn Pro Aquatics Inc.: Ponds RX LLC DBA/Turn Pro Aquatics Inc. hereby agrees to complete the work as outlined in the attached, Exhibit "A" for the designated 7 pond maintenance project sites. Such areas are outlined in Exhibit "A". Ponds RX LLC DBA/Turn Pro Aquatic Inc. will provide all necessary equipment to perform such duties. Any ruts caused by Ponds RX LLC DBA/Turn Pro Aquatics Inc. will be repaired will be no cost to the City.

III. Compensation: Ponds RX LLC DBA/Turn Pro Aquatic Inc. will agree to perform the tasks as described in the Exhibit "A" for the designated 7 pond maintenance project sites, in accordance with the bid previously submitted, more specifically, Ponds RX LLC DBA/Turn Pro Aquatics Inc. shall be paid \$1,484.00 per month.

IV. Duties of the City: In consideration of the agreement on the part of Ponds RX LLC DBA/Turn Pro Aquatics Inc., the City agrees to pay Ponds RX LLC DBA/Turn Pro Aquatics Inc. in accordance with Exhibit "A".

V. Term: This agreement shall be effective as of the date written above and shall continue until November 30th, 2026.

VI. Governing Law: This Agreement shall be construed in accordance with, and governed by, the laws of the State of Oklahoma. Venue shall lie exclusively in Tulsa County, Oklahoma.

VII. Assignment: Ponds RX LLC DBA/Turn Pro Aquatic Inc. shall not delegate their duties under this agreement without the prior written consent of the City.

VIII. Insurance: Ponds RX LLC DBA/Turn Pro Aquatic Inc. hereby acknowledges it is insured in accordance with the minimum insurance amounts as required by the City.

IX. Indemnify: Ponds RX LLC DBA/Turn Pro Aquatics Inc. shall indemnify and hold harmless the City of Broken Arrow, its employees, departments, agents and officials from any and all claims, suits, or demands including attorney fees which may be made against the City of Broken Arrow, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this agreement by Ponds RX LLC DBA/Turn Pro Aquatic Inc. or anyone under agreement with Ponds RX LLC DBA/Turn Pro Aquatics Inc. to perform duties under this agreement. Ponds RX LLC DBA/Turn Pro Aquatics, Inc., acknowledges that it has thoroughly inspected the pond maintenance project sites, has participated in the pond maintenance for years and therefore has full knowledge of the conditions of the pond maintenance project sites. City makes no representations or warranties, express or implied, as to the condition of the pond maintenance project sites. As the pond maintenance project sites are contained within land used for recreational purposes, Ponds RX LLC DBA/Turn Pro Aquatics shall make no modification to the sites unless specifically provided for herein.

X. Complete Agreement and Amendment: Client acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein. This Agreement shall not be modified in any way except in writing signed by both parties and stating expressly that it constitutes a modification of this Agreement.

XI. Severability. If any term or provision of this Agreement shall be found to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary by the adjudication to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

XII. Termination. This contract may be terminated by the City of Broken Arrow at any time, without prior notice, due to poor service, budget shortfall, or any other unspecified reason.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year written below.

PONDS RX LLC DBA/TURN PRO AQUATICS INC:

CITY OF BROKEN ARROW:

By: Sam Barnes

By: Kenneth Schwab

Title: Logistics Director

Title: Assistant City Manager

Date: 2/4/2026

Date: 2/4/2026

Curtis Green

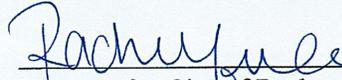


ATTEST:

Secretary

(SEAL)

APPROVED AS TO FORM:



Attorney for City of Broken Arrow



LOGISTICS DIVISION
 1700 W. Detroit, Broken Arrow, OK 74012
 Office (918) 259-7000 ext 7368 Fax (918) 259-8376

Exhibit "A"
QUOTE

DUE DATE:
TIME:
 12:00PM

*Fax or deliver your quote by the time & date due or your quote will not be considered for award.
 Quotes must be submitted on this form or they will not be considered for award.*

| Qty | Description (OR EQUIVALENT) | Total |
|---|---|-------|
| Aquatic Maintenance Specifications | | |
| | Scope of work: provide monthly aquatic maintenance to control aquatic vegetation and/or prevent noxious submerged, floating or emersed vegetation and algae in subject City ponds/detention facilities. | |
| | Provide maintenance from March 2026 through November 2026. | |
| | Quote a monthly unit maintenance cost. | |
| SUBJECT PONDS: | | |
| | 1. Arrowhead Park Pond - 300 E Washington St / Approx 1 surface acres | 205 |
| | 2. Castlegate Detention Facility (pond north of Jackson Park Pond) - 4800 W Washington St / Approx 1.5 surface acres | 245 |
| | 3. Jackson Park Pond (south pond only) - 4800 W Washington St / Approx 1 surface acre | 220 |
| | 4. Linear Trail Pond - 1532 S Fern Pl / Approx 1 surface acre | 204 |
| | 5. Nienhuis Park East Pond (Lynn Lane Pond) - 3201 N 9th St / Approx .60 Surface acres | 159 |
| | 6. Nienhuis Park West Pond (Disc golf course pond) 3201 N 9th St / Approx .40 surface acres | 159 |
| | 7. Veterans Park Pond - 1111 S Main St / Approx 2.5 surface acres | 292 |
| Required Work: | | |
| | a) Provide monthly periodic treatments to subject ponds as needed to control aquatic vegetation and/or prevent noxious submerged, floating and immersed vegetation and algae. | |
| | b) Treat to control vegetation at the water's edge. | |
| | c) Use current water management best practices for the safety of fish and other aquatic life. | |
| | d) Apply water colorant to all subject ponds as needed to control vegetation and algae. | |
| | e) Provide work services reports for all maintenance treatments. | |
| | f) Vendor must have all required licensing through the Oklahoma Department of Agriculture for pesticide applications. | |
| | g) Vendors must have a minimum of five (5) years' experience in maintaining aquatic vegetation in similar size and type facilities. Provide References. | |

| | | |
|---|---|--|
| | h) Meet City's minimum insurance requirements | |
| | Contact the Parks Maintenance Office at (918) 455-8004 for any questions. | |
| 0 | Do NOT include sales tax, Broken Arrow is tax exempt. | |

\$1984

Important Notice: The City reserves the right to reject any or all parts thereof, and accept the quote most advantageous to the City.
The City reserves the right to accept by item, groups of items or all items.

Bidder must complete the following section:

Quote is valid for 30 days

Name of bidder: Turn Pro Aquatics
 Address: 22945 Loveland Cir Edmond OK 73025
Street City State Zip

Attention: _____
 Phone# / Fax# _____
[Signature]
 Signature of Bidder's Authorized Representative