



City of Broken Arrow
Meeting Agenda
Broken Arrow Municipal Authority

Chairperson Debra Wimpee
Vice Chairman Johnnie Parks
Trustee Lisa Ford
Trustee Justin Green
Trustee David Pickel

Tuesday, March 3, 2026

Council Chambers
220 South 1st Street
Broken Arrow, OK

TIME: Immediately following the City Council Meeting which begins at 6:30 p.m.

1. Call to Order

2. Roll Call

3. Consideration of Consent Agenda

- A. [26-27](#) Approval of the Broken Arrow Municipal Authority Meeting Minutes of February 17, 2026
- B. [26-303](#) Acknowledgement of submittal of the Broken Arrow Municipal Authority's Water Supply Report for the month of January 2026
- C. [26-304](#) Acknowledgement of submittal of the Broken Arrow Municipal Authority's Wastewater Discharge Monitoring Report for the month of January 2026
- D. [26-328](#) Acknowledgement of submittal of the Broken Arrow Municipal Authority (BAMA) 2025 Annual Historical Water Demand Report
- E. [26-329](#) Acknowledgement of submittal of the Broken Arrow Municipal Authority's Solid Waste and Recycling Report for January 2026
- F. [26-302](#) Approval of and authorization to execute the Professional Services Agreement with BioChem for the 2025-2026 Service Agreement for the Sulfide Reduction in the Collection System
- G. [26-318](#) Approval of and authorization to execute Amendment 1 to Agreement for Professional Consultant Services with Cowan Group Engineering, LLC for Elm Creek Trunk Line Improvements (Project No. S.1606)
- H. [26-301](#) Approval of and authorization to execute the Professional Services Agreement for the 2026 Field Service Repairs at the Verdigris River Water Treatment Plant (VRWTP) with HACH Company

- I. [26-299](#) Approval of and authorization to execute a Professional Consultant Agreement with HDR Engineering, Inc. for the Windsor Lift Station Expansion or Elimination project (S.26030)
- J. [26-313](#) Approval of and authorization to execute Amendment No. 1 to the Professional Consultant Agreement with Holloway, Updike, and Bellen, Inc. for the Willow Springs Lift Station Relief Line (Project No. 2154300)
- K. [26-294](#) Approval of and authorization to execute Amendment 1 to Agreement for Professional Consultant Services with Route 66 Engineering, LLC for New Orleans & 9th Street Sanitary Sewer Line (Project No. S.26040)
- L. [26-314](#) Notification of City Manager's and Assistant City Manager's execution of Professional Consultant Agreements and Amendments to an Agreement, as well as public Construction Contracts not subject to the Competitive Bid Act, with a Contract value of \$50,000.00 or less
- M. [26-324](#) Ratification of the Claims List Check Register Dated February 23, 2026

4. Consideration of Items Removed from Consent Agenda

5. Public Hearings, Appeals, Presentations, Recognitions, Awards - NONE

6. General Authority Business - NONE

7. Remarks and Inquiries by Governing Body Members

8. Remarks and Updates by City Manager and Staff

9. Executive Session - NONE

10. Adjournment

NOTICE:

Please note that all items on this agenda may be approved, denied, amended, postponed, acknowledged, affirmed or tabled.

If you wish to speak at this evening's meeting, please fill out a "Request to Speak" form. The forms are available from the City Clerk's table or at the entrance door. Please turn in your form prior to the start of the meeting. Topics are limited to items on the currently posted agenda, or relevant business.

All cell phones and pagers must be turned OFF or operated SILENTLY during meetings.

Exhibits, petitions, pictures, etc., shall be received and deposited in case files to be kept at the Broken Arrow City Hall. If you are a person with a disability and need some accommodation in order to participate in this meeting, please contact the City Clerk at 918-259-2400 Ext. 2110 to make arrangements.

21 O.S. Section 280 provides the following:

A. It is unlawful for any person, alone or in concert with others and without authorization, to willfully disturb, interfere or disrupt state business or the business of any political subdivision, which includes publicly posted meetings, or any agency operations or any employee, agent, official or representative of the state or political subdivision.

B. It is unlawful for any person who is without authority or who is causing any disturbance, interference or disruption to willfully refuse to disperse or leave any property, building or structure owned, leased or occupied by state officials or any political subdivision or its employees, agents or representatives or used in any manner to conduct state business or any political subdivision's business or operations after proper notice by a peace officer, sergeant-at-arms, or other security personnel.

C. Any violation of the provisions of this section shall be a misdemeanor punishable by imprisonment in the county jail for a term of not more than one (1) year, by a fine not exceeding One Thousand Dollars (\$1,000.00), or by both such fine and imprisonment.

D. For purposes of this section, "disturb, interfere or disrupt" means any conduct that is violent, threatening, abusive, obscene, or that jeopardizes the safety of self or others.

A paper copy of this agenda is available upon request.

POSTED this ____ day of _____, _____, at _____ a.m./p.m.

City Clerk



City of Broken Arrow

Request for Action

File #: 26-27, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 03-03-2025**

Title:

Approval of the Broken Arrow Municipal Authority Meeting Minutes of February 17, 2026

Background:

Minutes recorded for the Broken Arrow Municipal Authority Meeting.

Cost: None

Funding Source: None

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: **February 17, 2026 Broken Arrow Municipal Authority Minutes**

Recommendation:

Approve the minutes of **February 17, 2026** Broken Arrow Municipal Authority Meeting.



City of Broken Arrow

Minutes

City Hall
220 S 1st Street
Broken Arrow OK 74012

Broken Arrow Municipal Authority

Chairperson Debra Wimpee
Vice Chairman Johnnie Parks
Trustee Lisa Ford
Trustee Justin Green
Trustee David Pickel

Tuesday, February 17, 2026

Council Chambers

1. Call to Order

Chairperson Debra Wimpee called the meeting to order at 6:51 p.m.

2. Roll Call

Present: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

3. Consideration of Consent Agenda

- A. 26-26 Approval of the Broken Arrow Municipal Authority Meeting Minutes of February 03, 2026
- B. 26-282 Approval of and authorization to execute Budget Amendment Number 22 for Fiscal Year 2026
- C. 26-243 Approval of and authorization to execute Amendment 2 to Agreement for Professional Engineering Services with Holloway, Updike and Bellan, Inc. for RMUA Haikey Creek Operations and Maintenance Capital Equipment Replacement (RMUA Project No. WPC 24 2)
- D. 26-244 Notification of City Manager's and Assistant City Manager's execution of Professional Consultant Agreements and Amendments to an Agreement, as well as public Construction Contracts not subject to the Competitive Bid Act, with a Contract value of \$50,000.00 or less
- E. 26-275 Ratification of the Claims List Check Register Dated February 9, 2026

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to Approve the Consent Agenda

The motion carried by the following vote:

Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

4. Consideration of Items Removed from Consent Agenda - NONE

5. Public Hearings, Appeals, Presentations, Recognitions, Awards

- A. 26-283 Presentation of City of Broken Arrow Annual Solid Waste Program Updates

Trevor Bolt, Recycling Coordinator for the Solid waste and Recycling Department, and Traci

Skinner, Recycling Inspector educator, presented their annual department update, highlighting service to more than 40,000 residents each week with a continued focus on safety, professionalism, and customer service. In 2025, the department collected nearly 39,000 tons of trash and more than 5,400 tons of recyclables, maintained strong performance during peak seasons, and used route data to improve efficiency. The team expanded with new customer service clerks, assistant managers, and a training and safety specialist, while also adding 12 new side-loading trucks, high-visibility uniforms, and a newly wrapped recycling SUV. Operational improvements included a bulk waste pickup scheduler with over 2,000 requests, digital landfill passes, and a contamination dashboard to better target recycling education. Community engagement remained strong with more than 7,000 one-on-one interactions and 33 outreach events. The Trash Bash Recycle Rally and community cleanups diverted over 29,000 pounds of hard-to-recycle materials this year, and since 2021, have collected more than 163,000 pounds of specialty waste and removed over 18,000 pounds of litter with the help of more than 1,200 volunteers. Additional accomplishments included recovering nearly \$35,000 in annual revenue through cart audits, recycling metal from collected signs, completing hundreds of deceased animal pickups, and advancing updates to the Adopt-a-Mile program.

Mr. Bolt recognized several employees for their years of service, including William Cade for 50 years, Jasper Steele for 42 years upon retirement, and John Keith, Chris Anderson, and Jeff Tsorosos for 25 years each. City Manager Michael Spurgeon was also acknowledged for receiving the Recycling Advocate of the Year award. The speaker thanked community members who participate in events and the curbside recycling program, expressed appreciation for the department team, and reaffirmed pride in serving Broken Arrow residents, noting their commitment to continued service and future accomplishments in the year ahead.

Trustee David Pickel shared a personal connection to department leadership through Leadership Broken Arrow and a longtime acquaintance with Ms. Skinner, expressing appreciation for the strength of the team and the quality of service provided by the City of Broken Arrow. He praised the department's accomplishments and congratulated Jerry Schuber, Director of Solid Waste and Recycling.

Trustee Lisa Ford noted that while serving on the MET board on behalf of the council, it has become clear that Broken Arrow's recycling and waste programs are widely respected and often viewed as a model by other cities. Ms. Ford credited Mr. Schuber's leadership for earning those accolades. She highlighted the recent upgrades to the MET recycling facility on Elm as a point of pride and a standout example among peer communities.

6. General Authority Business - NONE

7. Remarks and Inquiries by Governing Body Members - NONE

8. Remarks and Updates by City Manager and Staff

City Manager Michael Spurgeon provided an update on the Spring Creek matter, noting that after the council previously advanced the project, city staff have been working to address drainage and stormwater concerns. He reported that a meeting is scheduled for tomorrow involving South Fork residents, the developer, and city representatives to discuss potential solutions collaboratively. Spurgeon emphasized that Assistant City Manager Kenny Schwab and the city team have been working diligently to bring all parties together and said the council will receive further updates once more information is available.

9. Executive Session - NONE

10. Adjournment

The meeting was adjourned at 7:05 p.m.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
Move to adjourn

The motion carried by the following vote:

Aye: 5 -

David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

Chairperson

Secretary



City of Broken Arrow

Request for Action

File #: 26-303, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 03-03-2026

Title:

Acknowledgement of submittal of the Broken Arrow Municipal Authority's Water Supply Report for the month of January 2026

Background:

In an effort to provide the Authority and the Public more information with respect to our community's water usage, the Utilities Department staff has prepared two reports: Total Water Supply Report and the Monthly Operational Report.

The Average Day usage through the end of January was 9.4 MGD. Total water treated at the plant up to the end of January was 292.2 million gallons (MG). Total water purchased from Tulsa for the month of January was 0.0 MG.

These reports will be updated on a monthly basis. Staff recommends the Authority acknowledge submittal of these Reports.

Cost: None

Funding Source: None

Requested By: Timothy S. Robins, PE, Utilities Department Director

Approved By: City Manager's Office

Attachments: Total Water Usage Report-January 2026
Monthly Operational Report-January 2026

Recommendation:

Acknowledge submittal of the January 2026 Monthly Water Supply Report

Total Water Usage - 2025

Day\Mon	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	9.1											
2	8.6											
3	8.5											
4	8.7											
5	9.4											
6	10.0											
7	9.7											
8	9.3											
9	8.7											
10	8.3											
11	8.9											
12	9.1											
13	9.0											
14	9.4											
15	8.9											
16	9.1											
17	8.8											
18	8.6											
19	9.0											
20	9.2											
21	9.2											
22	9.5											
23	10.2											
24	10.3											
25	10.8											
26	11.3											
27	10.2											
28	10.7											
29	10.3											
30	9.9											
31	9.5											
Mon. Total	292.2											

Plant Avg. Day 9.4
 Monthly Purchase 0.0
 Total Month 292.2
 Total Avg. Day 9.4
 Monthly to RWD4

Verdigris Finished Water YTD (MG):	292.2	<i>Plant Annual Max. Day (MGD):</i>	11.3
Tulsa Purchase Water YTD (MG) ⁽¹⁾ :	0.0	<i>Plant Annual Avg. Day (MGD):</i>	9.4
Total Finished Water (MG):	292.2	<i>Plant Annual Min. Day (MGD):</i>	8.3
			Total System Annual Avg. Day (MGD): 9.4

Notes:

(1) Actual take is calculated from the billing records for the individual month.

Date	Water Production and Recycle Flows				
	Raw Water Pumped to Pre-Sed Basins (MG)	Raw Water Treated (MG)	Finished Water Delivered (MG)	Reverse Filtration Water Used (MG)	Lagoon Decant Water Pumped (MG)
1	11.28	9.64	9.32		0.50
2	11.28	8.62	8.62		0.50
3	11.25	9.11	8.43		0.49
4	11.24	8.48	8.97		0.49
5	11.23	10.15	9.41		0.50
6	11.22	9.01	9.85		0.49
7	11.17	10.33	9.69		0.61
8	11.12	9.39	9.19		0.74
9	11.00	9.25	8.72		0.57
10	10.99	8.22	8.17		0.38
11	11.02	8.89	8.62		0.36
12	10.93	8.99	9.25		0.52
13	10.80	9.72	9.21		0.51
14	10.56	9.96	9.17		0.51
15	4.01	9.47	9.07		0.51
16	0.00	8.83	9.04		0.67
17	0.00	10.00	8.80		0.59
18	0.00	8.65	8.52		0.49
19	10.67	9.18	8.94		0.49
20	14.96	9.14	9.20		0.49
21	27.19	9.69	9.21		0.49
22	16.74	9.90	9.40		0.50
23	7.45	10.05	10.32		0.56
24	10.88	11.16	10.22		0.89
25	10.86	10.87	10.69		0.57
26	10.87	11.99	11.18		0.23
27	10.92	11.41	10.27		0.64
28	10.92	10.74	10.54		0.88
29	10.90	10.79	10.38		0.95
30	10.87	10.67	9.90		0.71
31	10.87	10.17	9.56		0.51
TOTAL	323.22	302.45	291.85	0.00	17.32
AVG	10.43	9.76	9.41	#DIV/0!	0.56
MAX	27.19	11.99	11.18	0.00	0.95
MIN	0.00	8.22	8.17	0.00	0.23

Public Water System Name: COBA Water Treatment Plant
 PWS ID No.: OK 1021508

Month: January
 Year: 2026

TOTAL CHEMICAL COST:	\$85,709		
Cost Per MG Treated	\$283.38	Cost Per MG Delivered	\$293.67
Million Gallons Treated	302.45	Million Gallons Delivered	291.85

Non-Membrane System Chemical Usage

Date	Sodium Hypochlorite (CL) NaClO		Liquid Ammonium Sulfate (LAS)		Sodium Permanganate (SP)		Aluminum Chlorohydrate (ACH)		Sodium Hydroxide (SH)		Hydrofluosilicic Acid (HFS)	
	gal/day	lb/day	gal/day	lb/day	gal/day	lb/day	gal/day	lb/day	gal/day	lb/day	gal/day	lb/day
1	9,110	637.70	84.4	88.43	25.6	49.53	411	2295.82	88.8	231.53	17.2	31.37
2	8,105	567.34	74.7	78.24	25.6	49.49	364	2033.55	78.7	205.24	15.2	27.73
3	8,787	615.11	81.3	85.24	25.5	49.38	397	2218.85	85.7	223.36	16.6	30.21
4	8,173	572.12	78.1	81.82	25.5	49.36	382	2132.82	82.3	214.44	15.9	29.00
5	9,230	646.10	91.0	95.35	25.5	49.30	444	2481.58	95.7	249.36	18.6	33.80
6	8,629	604.06	86.4	90.53	25.5	49.26	421	2353.55	90.9	236.87	17.6	32.09
7	9,007	630.51	92.3	96.69	25.3	49.04	453	2528.80	97.0	252.77	18.8	34.27
8	8,244	577.06	83.8	87.85	25.2	48.78	410	2290.18	88.2	229.98	17.1	31.14
9	7,852	549.64	78.7	82.48	25.0	48.28	385	2153.70	83.4	217.49	16.1	29.39
10	7,657	535.99	75.4	78.97	24.9	48.23	373	2083.78	80.7	210.43	15.6	28.43
11	8,030	562.10	78.3	82.09	25.0	48.37	387	2164.83	83.7	218.22	16.2	29.51
12	8,131	569.20	80.4	84.28	24.8	47.90	400	2234.33	86.2	224.69	16.7	30.40
13	8,814	616.97	88.0	92.22	24.5	47.39	436	2435.82	93.9	244.76	18.2	33.17
14	8,020	561.37	80.6	84.50	24.0	46.45	395	2206.16	84.9	221.31	16.5	29.97
15	8,470	592.89	85.1	89.22	8.3	16.14	417	2327.32	89.4	233.10	17.4	31.62
16	8,438	590.64	84.8	88.83	0.0	0.00	417	2328.09	89.0	231.89	17.3	31.49
17	8,052	563.65	80.4	84.31	0.0	0.00	391	2187.58	84.6	220.37	16.4	29.88
18	7,707	539.47	76.5	80.20	0.0	0.00	374	2090.61	80.4	209.60	15.6	28.43
19	8,519	596.34	85.6	89.74	25.0	48.30	417	2329.41	89.8	234.16	17.5	31.81
20	8,233	576.29	82.7	86.70	34.6	67.04	404	2259.01	86.9	226.36	16.9	30.73
21	8,678	607.44	87.5	91.65	62.3	120.56	428	2391.44	91.7	239.07	17.8	32.49
22	8,290	580.27	82.9	86.86	36.6	70.76	406	2270.90	87.0	226.83	16.9	30.79
23	9,805	686.36	100.0	104.83	17.0	32.87	493	2756.98	97.9	255.17	20.4	37.16
24	9,380	656.61	94.9	99.50	24.7	47.75	470	2626.11	99.6	259.64	19.4	35.27
25	9,384	656.87	97.8	102.50	24.6	47.67	486	2715.59	102.6	267.30	2.6	4.79
26	9,568	669.76	103.9	108.86	24.7	47.74	512	2862.49	107.8	280.98	0.0	0.00
27	9,368	655.74	101.6	106.52	24.8	47.93	499	2788.61	105.4	274.75	0.0	0.00
28	9,150	640.47	99.1	103.82	24.8	47.94	485	2710.19	102.8	267.96	0.0	0.00
29	8,912	623.84	97.3	101.98	24.7	47.81	476	2660.64	74.8	194.88	0.0	0.00
30	8,370	585.89	91.1	95.43	24.7	47.74	448	2503.99	32.7	85.19	0.0	0.00
31	8,246	577.25	89.7	94.04	24.7	47.71	440	2458.26	32.2	83.99	0.0	0.00
TOTAL	266,358	18,645	2,694	2,824	733	1,419	13,222	73,881	2,675	6,972	414	755
AVG	8,592	601.45	87	91.09	24	45.77	427	2383.26	86	224.89	13	24.35
MAX	9,805	686.36	104	108.86	62	120.56	512	2862.49	108	280.98	20	37.16
MIN	7,657	535.99	75	78.24	0	0.00	364	2033.55	32	83.99	0	0.00
COST	\$10,504.89		\$4,879.74		\$10,470.22		\$51,716.70		\$5,856.24		\$2,281.34	
\$/MG	\$34.73		\$16.13		\$34.62		\$170.99		\$19.36		\$7.54	

Public Water System Name: COBA Water Treatment Plant
 PWS ID No.: OK 1021508

Month: January
 Year: 2026

Date	pH (by Continuous Reading Analyzers)				Hardness and Alkalinity - Finished Water Grab Samples							CaCO ₃ Stability
	Membrane Filtrate		Finished Water		Hardness (ppm)		Alkalinity (ppm as CaCO ₃)					
	Daily Max	Daily Min	Daily Max	Daily Min	AM	PM	Phenol AM	Phenol PM	Total AM	Total PM		
1	7.7	7.6	8.2	8.2	172.00	170.00	0.00	0.00	116.00	116.00	6.00	
2	7.7	7.6	8.2	8.2	172.00	170.00	0.00	0.00	119.00	116.00	5.00	
3	7.7	7.6	8.2	8.2	170.00	171.00	0.00	0.00	120.00	120.00	2.00	
4	7.7	7.6	8.2	8.2	171.00	177.00	0.00	0.00	119.00	118.00	3.00	
5	7.7	7.7	8.2	8.2	176.00	173.00	0.00	0.00	119.00	120.00	2.00	
6	7.7	7.6	8.2	8.1	178.00	178.00	0.00	0.00	119.00	123.00	6.00	
7	7.7	7.6	8.2	8.1	179.00	175.00	0.00	0.00	122.00	118.00	4.00	
8	7.7	7.6	8.2	8.1	175.00	174.00	0.00	0.00	119.00	120.00	6.00	
9	7.7	7.7	8.2	8.1	176.00	179.00	0.00	0.00	121.00	120.00	4.00	
10	7.7	7.6	8.1	8.1	177.00	174.00	0.00	0.00	120.00	121.00	7.00	
11	7.7	7.7	8.1	8.1	177.00	177.00	0.00	0.00	120.00	122.00	3.00	
12	7.7	7.7	8.1	8.1	177.00	187.00	0.00	0.00	122.00	120.00	5.00	
13	7.7	7.6	8.1	8.1	179.00	182.00	0.00	0.00	123.00	125.00	8.00	
14	7.7	7.7	8.1	8.1	184.00	180.00	0.00	0.00	125.00	125.00	11.00	
15	7.7	7.7	8.1	8.1	183.00	179.00	0.00	0.00	122.00	122.00	6.00	
16	7.7	7.7	8.1	8.1	187.00	181.00	0.00	0.00	125.00	124.00	5.00	
17	7.7	7.7	8.1	8.1	189.00	188.00	0.00	0.00	129.00	124.00	1.00	
18	7.7	7.7	8.1	8.1	183.00	182.00	0.00	0.00	126.00	127.00	3.00	
19	7.7	7.7	8.1	8.1	182.00	191.00	0.00	0.00	123.00	124.00	8.00	
20	7.7	7.7	8.1	8.1	190.00	185.00	0.00	0.00	125.00	129.00	6.00	
21	7.7	7.7	8.1	8.1	182.00	188.00	0.00	0.00	126.00	123.00	5.00	
22	7.7	7.7	8.1	8.1	189.00	186.00	0.00	0.00	128.00	126.00	8.00	
23	7.8	7.4	8.1	8.0	187.00	185.00	0.00	0.00	128.00	125.00	1.00	
24	7.7	7.4	8.1	8.1	187.00	188.00	0.00	0.00	129.00	127.00	5.00	
25	7.7	7.4	8.3	8.1	188.00	184.00	0.00	0.00	129.00	131.00	7.00	
26	7.8	7.4	8.3	8.3	189.00	188.00	0.00	0.00	129.00	128.00	5.00	
27	7.8	7.7	8.3	8.3	196.00	184.00	0.00	1.80	130.00	130.00	2.00	
28	7.8	7.7	8.3	8.3	187.00	187.00	0.00	0.00	130.00	130.00	6.00	
29	7.8	7.7	8.3	8.2	188.00	186.00	0.00	0.00	131.00	130.00	8.00	
30	7.8	7.8	8.2	8.1	197.00	190.00	0.00	0.00	133.00	128.00	11.00	
31	7.8	7.8	8.1	8.0	191.00	190.00	0.00	0.00	131.00	130.00	4.00	
AVG					183	182	0	0	124	124	5	
MAX	7.8	7.8	8.3	8.3	197	191	0	2	133	131	11	
MIN	7.7	7.4	8.1	8.0	170	170	0	0	116	116	1	

Date	Turbidity (NTU) Continuous Reading Analyzers						Chlorine Residual (Total or Free as Noted, mg/L) Continuous Reading Analyzers					
	Finished Water (Highest Reading in 4-hour Period)						Finished Water Total Chlorine (Min. in 4 Hour Period)					
	12:00 AM	4:00 AM	8:00 AM	12:00 PM	4:00 PM	8:00 PM	12:00 AM	4:00 AM	8:00 AM	12:00 PM	4:00 PM	8:00 PM
1	0.02	0.02	0.02	0.02	0.02	0.02	3.66	3.68	3.67	3.66	3.65	3.66
2	0.02	0.02	0.02	0.02	0.02	0.02	3.62	3.68	3.68	3.66	3.65	3.63
3	0.02	0.02	0.03	0.02	0.02	0.02	3.76	3.64	3.73	3.74	3.76	3.75
4	0.03	0.02	0.02	0.02	0.02	0.02	3.69	3.76	3.76	3.76	3.73	3.70
5	0.02	0.02	0.02	0.02	0.02	0.02	3.65	3.68	3.69	3.69	3.63	3.69
6	0.02	0.02	0.02	0.02	0.02	0.02	3.72	3.67	3.68	3.69	3.67	3.70
7	0.02	0.02	0.02	0.02	0.02	0.02	3.65	3.72	3.69	3.69	3.68	3.66
8	0.02	0.02	0.02	0.02	0.02	0.02	3.57	3.64	3.63	3.63	3.58	3.58
9	0.02	0.02	0.02	0.02	0.02	0.02	3.56	3.59	3.61	3.60	3.58	3.58
10	0.02	0.02	0.02	0.02	0.02	0.02	3.53	3.54	3.52	3.52	3.52	3.53
11	0.02	0.02	0.02	0.02	0.02	0.02	3.59	3.56	3.58	3.59	3.59	3.60
12	0.02	0.02	0.02	0.02	0.02	0.02	3.62	3.59	3.60	3.61	3.60	3.60
13	0.02	0.02	0.02	0.02	0.02	0.02	3.61	3.63	3.62	3.61	3.61	3.60
14	0.02	0.02	0.02	0.02	0.02	0.02	3.57	3.60	3.59	3.58	3.56	3.54
15	0.02	0.02	0.02	0.02	0.02	0.02	3.62	3.57	3.59	3.59	3.60	3.64
16	0.02	0.02	0.02	0.02	0.02	0.02	3.62	3.60	3.56	3.60	3.61	3.61
17	0.02	0.02	0.02	0.02	0.02	0.02	3.61	3.62	3.63	3.52	3.59	3.59
18	0.02	0.03	0.02	0.02	0.02	0.02	3.59	3.60	3.60	3.58	3.58	3.58
19	0.02	0.02	0.02	0.02	0.02	0.02	3.64	3.58	3.61	3.61	3.62	3.63
20	0.02	0.02	0.02	0.02	0.02	0.02	3.60	3.63	3.64	3.64	3.64	3.63
21	0.02	0.02	0.02	0.02	0.02	0.02	3.62	3.61	3.61	3.62	3.59	3.62
22	0.02	0.02	0.02	0.02	0.02	0.02	3.66	3.62	3.63	3.64	3.64	3.61
23	0.02	0.02	0.02	0.02	0.03	0.02	3.74	3.68	3.69	3.72	3.71	3.74
24	0.02	0.02	0.02	0.02	0.02	0.02	3.79	3.75	3.76	3.76	3.66	3.77
25	0.02	0.02	0.02	0.02	0.02	0.02	3.78	3.80	3.79	3.79	3.78	3.79
26	0.02	0.02	0.02	0.02	0.03	0.02	3.72	3.77	3.76	3.73	3.74	3.73
27	0.02	0.02	0.02	0.02	0.02	0.02	3.72	3.73	3.73	3.73	3.74	3.70
28	0.02	0.02	0.02	0.02	0.02	0.02	3.74	3.71	3.71	3.71	3.72	3.73
29	0.02	0.02	0.02	0.02	0.02	0.02	3.69	3.74	3.72	3.71	3.69	3.69
30	0.02	0.02	0.02	0.02	0.02	0.02	3.71	3.68	3.68	3.68	3.69	3.70
31	0.02	0.02	0.02	0.02	0.02	0.02	3.74	3.71	3.72	3.69	3.73	3.74
AVG	0.02	0.02	0.02	0.02	0.02	0.02	3.7	3.7	3.7	3.7	3.7	3.7
MAX	0.03	0.03	0.03	0.02	0.03	0.02	3.8	3.8	3.8	3.8	3.8	3.8
MIN	0.02	0.02	0.02	0.02	0.02	0.02	3.5	3.5	3.5	3.5	3.5	3.5

Finished Water Turbidity Summary and Statistics

	No. of Samples	Percent of Total Samples
Turbidity Greater Than 0.5 NTU	0	0
Turbidity Greater Than 0.3 NTU	0	0
Turbidity Greater Than 0.1 NTU	0	0

Total Number of Turbidity Samples	186
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PWSID 1021508

SYSTEM

COBA WTP

MONTH January

*Type of Material Applied

Hydrofluosilicic Acid

YEAR 2026

Date	Water Treated 1,000s of Gallons	APPLIED		RESIDUAL F, ppm (RAW)		RESIDUAL F, ppm (FINISHED WATER)	
		LBS/DAY	PPM of F	AM	PM	AM	PM
1	9,316	31	0.40	0.27	0.31	0.53	0.66
2	8,622	28	0.39	0.34	0.33	0.58	0.48
3	8,431	30	0.43	0.28	0.27	0.60	0.59
4	8,966	29	0.39	0.26	0.41	0.55	0.57
5	9,415	34	0.43	0.27	0.27	0.67	0.64
6	9,849	32	0.39	0.36	0.27	0.64	0.56
7	9,686	34	0.42	0.24	0.37	0.41	0.65
8	9,194	31	0.41	0.22	0.20	0.64	0.54
9	8,721	29	0.40	0.23	0.29	0.62	0.62
10	8,174	28	0.42	0.18	0.34	0.40	0.64
11	8,617	30	0.41	0.42	0.31	0.72	0.62
12	9,250	30	0.39	0.37	0.23	0.77	0.52
13	9,206	33	0.43	0.36	0.31	0.58	0.64
14	9,170	30	0.39	0.37	0.37	0.76	0.72
15	9,073	32	0.42	0.25	0.27	0.52	0.52
16	9,042	31	0.42	0.29	0.31	0.61	0.56
17	8,797	30	0.41	0.31	0.43	0.59	0.75
18	8,520	28	0.40	0.30	0.43	0.66	0.73
19	8,938	32	0.43	0.28	0.26	0.65	0.58
20	9,202	31	0.40	0.13	0.34	0.59	0.59
21	9,205	32	0.42	0.22	0.47	0.63	0.75
22	9,402	31	0.39	0.40	0.38	0.64	0.66
23	10,315	37	0.43	0.26	0.19	0.62	0.46
24	10,218	35	0.41	0.33	0.44	0.61	0.80
25	10,688	5	0.05	0.33	0.40	0.65	0.39
26	11,177	0	0.00	0.41	0.35	0.35	0.25
27	10,275	0	0.00	0.29	0.21	0.03	0.35
28	10,539	0	0.00	0.34	0.26	0.25	0.23
29	10,385	0	0.00	0.44	0.29	0.16	0.14
30	9,905	0	0.00	0.40	0.45	0.25	0.19
31	9,557	0	0.00	0.30	0.40	0.16	0.28
Total	291,853	755					
Avg.	9,415	24	0.32	0.30	0.33	0.53	0.54

*Example: Sodium Fluoride, Sodium Fluorosilicate (Sodium Silicofluoride), and

Fluorosilicic Acid (Hydrofluosilicic Acid)

It is required that this report be received by the 10th of the following month.

SEND TO: OSDH-Dental Health Services AND

1000 N.E. Tenth Street

Oklahoma City, OK 73117-1299

Dept of Environmental Quality

PO Box 1677

Oklahoma City, OK 73101-1677

I hereby certify the above to be

correct to the best of my knowledge.

Signed RaeAnn Fisher

Title: Water Plant Manager

City Broken Arrow

ODH Form No. 561 / DEQ Form 631-001

Notes: Fluoride system taken offline on the 25th for leak repairs to bulk tank pipes and transfer system.

Public Water System Name: COBA Water Treatment PlantMonth: January

PWS ID No.:

OK 1021508Year: 2026

Date	Distribution Total Chlorine mg/L A.M. Sample				Distribution Total Chlorine mg/L P.M. Sample			
	Time	Location	mg/L	Sampler	Time	Location	mg/L	Sampler
1	11:58	1116 W Grenger St.	3.20	ME	12:18	322 W Detroit St.	3.30	ME
2	10:07	4709 S. Maple Ave.	3.40	M.L.	13:05	201 N. Magnolia Ave.	3.30	M.L.
3	11:50	2513 E. Dallas St.	3.30	ME	12:20	3705 S. Orange Cir.	3.00	ME
4	11:40	6575 369th E. Ave.	2.80	R.M.	12:23	1903 W. Rockport Pl.	3.50	R.M.
5	10:32	7213 S. Dennis Blvd.	3.70	M.L.	14:00	1817 S. Willow Ave.	3.30	M.L.
6	09:16	1300 E. Albany St.	3.50	M.L.	13:04	2101 W. Gary St.	3.40	M.L.
7	08:20	608 E. Pensacola St.	3.30	M.L.	13:39	1200 E. Dover St.	3.60	M.L.
8	10:19	1441 E. Omaha St.	3.20	M.L.	15:26	2302 S. 1st Pl.	2.20	M.L.
9	08:58	12314 E. 126th Pl.	3.60	M.L.	14:45	425 W. Fort Worth St.	3.30	M.L.
10	11:34	7900 E. Norman St.	3.30	S.B.	12:10	6575 369th E. Ave	2.50	S.B.
11	11:31	2700 N. 7th St.	2.70	T.R.	12:40	804 N. 1st St.	3.10	T.R.
12	9:47	1903 W. Rockport Pl	3.30	ML	1:20	2101 W. Gary St	3.70	ML
13	8:00	7900 E. Norman St	3.20	ML	12:45	608 E. Pensacola St	2.80	ML
14	8:29	613 S. Elder Ave.	2.70	ML	12:49	2513 E. Dallas St.	3.40	ML
15	8:23	8017 S. Peach Ave.	2.70	ML	13:13	2001 N. 22nd St.	3.90	ML
16	8:57	11565 S Lynn Lane Rd.	2.90	ML	14:51	1221 N Elm Pl.	3.00	ML
17	06:05	6575 369th E. Ave.	2.10	J.B.	16:41	36500 E. 66th St. S.	3.50	S.B.
18	11:55	2909 E. Montplier St.	3.60	R.M.	12:23	1116 W. Granger St.	3.20	R.M.
19	11:34	2700 N. 7th St.	3.20	T.R.	12:40	1817 S. Date Ave.	3.60	T.R.
20	09:49	7413 S. Delucca St.	2.90	A.R.	12:30	605 N. Palm Ave.	3.00	A.R.
21	08:51	4608 W. Eagle Pass St.	3.10	M.L.	13:51	1200 E. Dover St.	3.60	M.L.
22	08:42	309 S. 7th St.	3.20	M.L.	13:55	2400 N. Aspen Ave.	2.00	M.L.
23	8:57	1701 W Van Buren Ct	2.90	AR	13:07	2601 E Dallas St.	2.80	AR
24	7:37	36500 E. 66th St. S.	3.70	SB	15:30	6057 S. 353rd E. Ave	3.50	SB
25	11:35	36500 E. 66th St. S.	3.80	R.M.	17:15	6057 S. 353rd E. Ave.	3.60	R.M.
26	10:45	901 S. 9th St.	3.30	ML	1:40	1116 W. Granger St.	3.60	ML
27	08:24	4121 E. Omaha St.	3.80	M.L.	13:34	605 S. Elder Ave.	3.20	M.L.
28	08:28	608 E. Pensacola St.	3.40	M.L.	14:05	3101 S. Lions Ave.	3.30	M.L.
29	8:35	1312 W Roanoke St	3.80	ML	12:09	2267 N 9th St	3.90	ML
30	9:46	2300 W Kenosha St.	3.40	ML	13:35	6801 S Peach Ave.	3.30	ML
31	11:49	2513 E Dallas St.	3.60	ME	12:07	322 W Detroit St.	3.60	ME

Average 3.25

Min. 2.10

Max. 3.80

Average 3.26

Min. 2.00

Max. 3.90



City of Broken Arrow

Request for Action

File #: 26-304, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 03-03-2026

Title:

Acknowledgement of submittal of the Broken Arrow Municipal Authority's Wastewater Discharge Monitoring Report for the month of January 2026

Background:

In an effort to provide the Authority and the Public more information with respect to our community's wastewater collection and treatment at the City's Lynn Lane Wastewater Treatment Plant, the Utilities Department staff is attaching a copy of the January 2026 Oklahoma Department of Environmental Quality (ODEQ) Discharge Monitoring Report (DMR) submitted to ODEQ on February 13, 2026.

Over the course of the month of January 2026, the total wastewater collected, treated and discharged was 177.080 million gallons (MG). The average daily effluent flow was 4.826 MG.

This report will be updated on a monthly basis. Staff recommends the Authority acknowledge submittal of the Report.

Cost: None

Funding Source: None

Requested By: Timothy S. Robins, PE, Utilities Department Director

Approved By: City Manager's Office

Attachments: January Discharge Monitoring Report
January Monthly Operational Report

Recommendation:

Acknowledge submittal of the January 2026 Monthly Discharge Monitoring Report

**National Pollutant Discharge Elimination System (NPDES)
Oklahoma Department of Environmental Quality Discharge Monitoring Report (DMR)**

PERMITTEE NAME: City of Broken Arrow
MAILING ADDRESS: P.O. Box 610
 Broken Arrow, OK 74013
FACILITY: Broken Arrow WWT
LOCATION: NESESES11T17NR14EIM
 Broken Arrow, OK 74013

PERMIT NUMBER: OK0040053

MONITORING POINT: 001A

COUNTY: Tulsa

Monitoring Period: 2026-01-01 To: 2026-01-31

NO DISCHARGE FROM SITE: ()

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
		Average	Maximum		Minimum	Average	Maximum				
BOD, 5-DAY (20 DEG. C)	Sample Measurement	116.88	*****	26 lbs/day	*****	2.86	3.16	19 mg/l	0	Five Per Week	COMP12
PARAM CODE: 00310 Stage Code: 1 Effluent Gross	Permit Requirement	2001.6 Monthly Average	*****		*****	30 Monthly Average	45 Weekly Average				Five Per Week
PH	Sample Measurement	*****	*****		7.0	*****	7.3	12 S.U.	0	Daily	GRAB
PARAM CODE: 00400 Stage Code: 1 Effluent Gross	Permit Requirement	*****	*****		6.5 Minimum	*****	9.0 Maximum				Daily
SOLIDS, TOTAL SUSPENDED	Sample Measurement	123.54	*****	26 lbs/day	*****	3.01	3.44	19 mg/l	0	Five Per Week	COMP12
PARAM CODE: 00530 Stage Code: 1 Effluent Gross	Permit Requirement	2001.6 Monthly Average	*****		*****	30 Monthly Average	45 Weekly Average				Five Per Week
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	Sample Measurement	4.826	5.866	03 MGD	*****	*****	*****		0	Daily	TOTALZ
PARAM CODE: 50050 Stage Code: 1 Effluent Gross	Permit Requirement	Report Monthly Average	Report Maximum Daily		*****	*****	*****				Daily
E.COLI	Sample Measurement	*****	*****		*****	9.4	55.6	30 MPN/100mL	0	Weekly	GRAB
PARAM CODE: 51040 Stage Code: 1 Effluent Gross	Permit Requirement	*****	*****		*****	630 Geometric Mean	2030 Maximum Daily				Weekly
SOLIDS, TOTAL DISSOLVED-180 DEG.C	Sample Measurement	18099	*****	26 lbs/day	*****	493	493	19 mg/l	0	Monthly	COMP12
PARAM CODE: 70300 Stage Code: 1 Effluent Gross	Permit Requirement	77929 Monthly Average	*****		*****	1168 Monthly Average	1168 Maximum Daily				Monthly
MERCURY, TOTAL (AS HG)	Sample Measurement	0.0019	*****	26 lbs/day	*****	< 0.05	< 0.05	28 ug/l	0	Monthly	COMP12
PARAM CODE: 71900 Stage Code: 1 Effluent Gross	Permit Requirement	0.0635 Monthly Average	*****		*****	0.952 Monthly Average	1.9 Maximum Daily				Monthly

Name/Title of Principal Executive Officer Or Authorized Agent WRF Manager	I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.	Signature of Principal Executive Officer Or Authorized Agent	Telephone No
		David Handy	539-250-4191

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)



City of Broken Arrow

Request for Action

File #: 26-328, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 03-03-2026

Title:

Acknowledgement of submittal of the Broken Arrow Municipal Authority (BAMA) 2025 Annual Historical Water Demand Report

Background:

The Broken Arrow Municipal Authority (BAMA) has recorded the water usage throughout the year of 2025. The Historical Report has been updated to reflect the year of 2025 being added. The Annual Average Day for the year of 2025 is reported at 11.7 Million Gallons per Day (MGD) with the Annual Maximum Day reported at 20.8 MGD. Historically the Annual Average Day is 11.4 MGD and the Annual Maximum Day is 22.6 MGD.

This record was started in 1998 and continues to provide valuable information on our system for years to come.

Cost: \$ N/A

Funding Source: N/A

Requested By: Timothy S. Robins, P.E., C.F.M., Director of Utilities

Approved By: City Manager's Office

Attachments: BAMA 2025 Annual Historical Water Demand Report

Recommendation:

No action required

HISTORICAL WATER DEMAND ANALYSIS FROM YEARS 1998 THROUGH 2025 FOR THE SYSTEM

	YEAR	Population	MONTHLY DEMAND												ANNUAL AVG DAY	ANNUAL MAX DAY	PEAKING FACTOR	
			JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC				TOTAL
1	1998	71,145	235.7	213.1	236.5	265.9	332.9	403.7	470.2	519.9	462.5	284.1	244.0	245.0	3,913.5	10.7	24.3	2.3
2	1999	72,978	248.4	215.3	243.1	254.8	285.1	283.1	516.0	660.9	348.3	328.3	273.2	255.0	3,911.5	10.7	25.7	2.4
3	2000	74,859	255.8	233.6	245.3	280.1	314.3	298.3	426.5	619.9	547.5	339.2	248.4	254.5	4,063.4	11.1	26.1	2.3
4	2001	76,969	256.6	223.4	244.5	292.8	346.2	405.9	581.6	597.2	402.0	343.6	281.6	260.9	4,236.3	11.6	25.7	2.2
5	2002	79,139	264.6	233.7	260.0	277.1	310.6	396.2	514.7	508.1	455.1	355.6	263.6	258.6	4,097.9	11.2	24.5	2.2
6	2003	81,370	257.6	229.5	258.4	295.2	354.2	368.7	569.4	517.4	326.1	302.9	263.5	257.0	3,999.9	11.0	23.2	2.1
7	2004	83,664	249.8	238.7	258.2	279.0	377.2	355.0	398.2	419.0	459.4	324.2	267.7	263.2	3,889.6	10.6	18.6	1.8
8	2005	86,022	261.7	227.1	267.2	297.3	382.4	465.5	597.4	498.4	418.1	372.8	319.1	289.6	4,396.6	12.0	25.3	2.1
9	2006	88,447	322.3	267.6	308.8	376.2	389.8	459.2	582.2	590.4	380.7	351.6	286.4	270.0	4,585.2	12.6	25.3	2.0
10	2007	90,940	269.4	240.0	276.6	284.7	322.2	316.8	365.1	529.3	333.6	307.7	283.2	256.4	3,785.0	10.4	22.8	2.2
11	2008	93,504	254.3	231.8	253.8	260.5	326.2	313.2	434.8	453.8	337.2	325.1	265.9	257.7	3,714.3	10.1	22.2	2.2
12	2009	96,140	253.0	228.8	269.3	262.3	300.8	458.1	521.5	446.2	295.2	272.5	250.3	243.0	3,801.0	10.4	22.0	2.1
13	2010	98,850	262.6	220.6	245.1	270.9	329.9	395.4	427.0	580.4	368.0	346.3	277.3	248.9	3,972.4	10.9	22.5	2.1
14	2011	100,233	250.4	239.4	254.1	303.1	328.2	465.9	690.1	555.3	428.9	352.1	270.4	247.4	4,385.3	12.0	26.1	2.2
15	2012	101,636	253.9	233.1	261.4	299.3	441.8	493.0	722.2	609.9	420.3	341.4	301.4	265.7	4,643.4	12.7	26.9	2.1
16	2013	103,058	252.5	218.7	248.8	249.5	294.9	386.8	534.3	459.2	491.4	313.9	254.5	273.8	3,978.3	10.9	23.8	2.2
17	2014	104,501	278.9	252.3	281.0	304.5	423.9	380.6	490.4	460.0	400.5	325.6	266.0	258.8	4,122.5	11.3	19.4	1.7
18	2015	105,963	273.5	234.9	265.2	274.2	287.8	399.1	422.9	402.0	417.9	397.8	278.4	263.9	3,917.6	10.7	19.5	1.8
19	2016	107,446	269.6	266.3	273.0	304.5	335.9	476.7	541.3	527.8	427.0	389.9	310.9	289.4	4,412.3	12.1	20.5	1.7
20	2017	108,950	274.5	248.8	300.2	293.8	340.7	475.4	497.1	428.5	455.8	330.1	293.6	271.0	4,209.5	11.5	19.1	1.7
21	2018	110,474	281.5	239.2	273.7	282.1	396.7	444.2	505.2	433.8	395.6	314.9	267.7	256.9	4,091.5	11.2	19.3	1.7
22	2019	112,020	255.1	232.9	258.1	290.1	298.3	335.1	480.6	429.2	399.0	333.4	266.7	262.8	3,841.3	10.5	18.3	1.7
23	2020	113,588	259.6	239.1	262.1	273.2	311.7	506.8	490.6	451.2	371.6	356.4	279.6	264.6	4,066.5	11.1	18.3	1.6
24	2021	115,178	257.3	274.9	276.0	297.4	310.0	397.1	440.7	519.5	520.0	360.0	284.8	279.9	4,217.6	11.6	20.9	1.8
25	2022	116,789	281.7	244.6	270.7	294.5	387.6	486.8	681.7	555.7	497.6	432.4	303.4	300.9	4,737.6	13.0	25.1	1.9
26	2023	118,424	286.5	254.5	272.9	340.9	398.5	461.1	517.0	546.5	465.5	368.0	293.1	278.7	4,483.2	12.3	23.3	1.9
27	2024	120,081	304.8	256.6	287.7	323.5	336.2	474.5	520.0	552.1	473.4	462.5	305.9	289.2	4,586.4	12.6	23.0	1.8
28	2025	121,762	291.3	268.4	331.6	322.3	351.0	374.1	477.0	474.9	411.5	392.5	303.3	286.6	4,284.5	11.7	20.8	1.8
MIN MON.			235.7	213.1	236.5	249.5	285.1	283.1	365.1	402.0	295.2	272.5	244.0	243.0	3,714.3	10.1	18.3	1.6
AVG MON.			266.5	239.5	267.3	291.1	343.4	409.9	514.8	512.4	418.2	347.3	278.7	266.1	4,155.1	11.4	22.6	2.0
MAX MON.			322.3	274.9	331.6	376.2	441.8	506.8	722.2	660.9	547.5	462.5	319.1	300.9	4,737.6	13.0	26.9	2.4
AVG DAY MIN MON			7.6	7.6	7.6	8.3	9.2	9.4	11.8	13.0	9.8	8.8	8.1	7.8	9.2			
AVG DAY AVG MON			8.6	8.6	8.6	9.7	11.1	13.7	16.6	16.5	13.9	11.2	9.3	8.6	11.6			
AVG DAY MAX MON			10.4	9.8	10.7	12.5	14.3	16.9	23.3	21.3	18.3	14.9	10.6	9.7	14.8			
DIFFERENCE			2.8	2.2	3.1	4.2	5.1	7.5	11.5	8.4	8.4	6.1	2.5	1.9	5.6			
% VAR. ABOVE			20.9%	14.8%	24.1%	29.3%	28.7%	23.6%	40.3%	29.0%	30.9%	33.2%	14.5%	13.1%	14.0%	14.1%	19.1%	20.6%
% VAR. BELOW			11.6%	11.0%	11.5%	14.3%	17.0%	30.9%	29.1%	21.5%	29.4%	21.5%	12.5%	8.7%	10.6%	10.8%	19.0%	17.2%
% TOT VAR.			32.5%	25.8%	35.6%	43.5%	45.6%	54.6%	69.4%	50.5%	60.3%	54.7%	26.9%	21.8%	24.6%	24.9%	38.1%	37.8%

Last Updated: February 23, 2026

Historical Annual Average Day =	11.4	MGD
Running 10-Year Annual Average Day =	11.8	MGD
Running 5-Year Annual Average Day =	12.2	MGD
Running 3-Year Annual Average Day =	12.2	MGD
Historical Annual Maximum Day Average =	22.6	MGD
Running 10-Year Annual Maximum Day Average =	20.9	MGD
Running 5-Year Annual Maximum Day Average =	22.6	MGD
Running 3-Year Annual Maximum Day Average =	22.4	MGD
Historical Maximum Day =	26.9	MGD
Running 10-Year Maximum Day =	25.1	MGD
Running 5-Year Annual Maximum Day =	25.1	MGD
Running 3-Year Annual Maximum Day =	23.3	MGD



City of Broken Arrow

Request for Action

File #: 26-329, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 03-03-26

Title:

Acknowledgement of submittal of the Broken Arrow Municipal Authority's Solid Waste and Recycling Report for January 2026

Background:

January 2026 final report to Authority for Solid Waste and Recycling Key Performance Indicators

Cost: \$0

Funding Source: N/A

Requested By: Jerry Schuber, Sr., Solid Waste and Recycling Director

Approved By: City Manager's Office

Attachments: Solid Waste & Recycling Monthly Report - January 2026

Recommendation:

Acknowledgement of submittal of the Broken Arrow Municipal Authority's Solid Waste and Recycling report for January 2026

**SOLID WASTE & RECYCLING MONTHLY REPORT
JANUARY 2026**

Average times for route completion are as follows – KPI <5:00pm

Month	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26
Trash routes	5:41pm	6:10pm	5:48pm	6:44pm	5:33pm	4:44pm	5:02pm	4:49pm	5:30pm	5:30pm	4:30pm	4:40pm	4:38pm	5:26pm	4:47pm	
Recycle Routes	4:41pm	5:38pm	4:56pm	5:53pm	4:42pm	4:12pm	4:17pm	4:53pm	5:17pm	5:17pm	4:43pm	4:32pm	4:12pm	5:20pm	5:45pm	

Total Tons – KPI Increase Diversion tonnage to 25% of wastes generated

Month	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26
Trash Tons	2928.42	3113.63	2964.74	2349.79	3092.31	3548.93	3576.01	3440.24	3856.81	3074.6	3159.91	3171.04	2902.14	3716.72	2937.91	
Recycle Tons	432.91	510.20	436.94	376.58	461.14	525.37	507.89	486.41	527.37	449.03	415.49	397.78	410.01	484.22	318.28	

Service Statistics - Routes

Missed Pickups - KPI Less than 50

Month	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26
Total Missed	75	96	94	78	71	83	123	110	109	140	128	100	75	202	57	

Average Stops per Month – KPI Average of 800+

Month	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26
Average	793	827	864	869	840	807	896	843	875	895	851	823	863	917	952	

Total Stops Serviced per Month – KPI 300k+ to include recycling

Month	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26
Average	304616	342557	342346	229461	330449	348642	365808	358201	406949	342628	382929	384518	345176	418355	388340	

Service Statistics - Carts

Cart Issues – KPI Service customer need with 48 hours of calls

Month	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26
Trash Cart Delivery	100	70	88	85	115	42	110	113	117	130	118	83	64	63	72	
Trash Cart Return	8	9	22	4	11	15	17	16	15	17	9	34	8	13	7	
Recycle Cart Delivery	82	77	65	75	110	48	98	106	95	111	85	99	76	68	76	
Recycle Cart Return	8	12	14	7	15	15	15	23	13	17	7	12	6	9	17	

Repairs – KPI reduce damage due to operator

Type	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26
Wheel	56	74	19	70	63	41	58	77	112	54	63	53	42	21	47	
Lids	4	5	5	4	5	2	2	7	4	5	7	4	5	6	7	
Axel	2	7	1	2	1	0	1	2	1	1	3	5	3	1	5	
Bar	4	5	7	0	0	0	3	27	2	3	2	2	0	3	2	

NEW PROGRAM – Free Dump Voucher

Type	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26
Voucher Supplied	99	65	41	32	103	137	119	126	113	114	111	116	108	116	103	
Voucher Used	91	60	42	28	85	100	123	97	107	88	96	96	98	84	68	



City of Broken Arrow

Request for Action

File #: 26-302, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 03-03-2026

Title:

Approval of and authorization to execute the Professional Services Agreement with BioChem for the 2025-2026 Service Agreement for the Sulfide Reduction in the Collection System

Background:

The Broken Arrow Municipal Authority owns and operates the lift stations throughout the City of Broken Arrow. BioChem is a biological fermentation system that helps reduce FOG and sludge in the lift stations as well as reduce hydrogen sulfide throughout the collection system. The reduction of hydrogen sulfide will help to reduce odor issues. The agreement with BioChem is a yearly contract that will include a monthly site visit to refill the biological supply and an inspection of equipment at the lift stations.

The Broken Arrow Municipal Authority has used Biochem as a monthly service since 2019. At the request of the Finance Department, we are moving into a more formalized process to allocate the funds into a yearly contract. The contract is through December 2026, therefore \$260,271.78 will be taken from the 2026 O&M budget and \$176,950.44 will be taken from the 2027 O&M budget.

Cost: \$437,222.22

Funding Source: Utilities Department O&M Budget

Requested By: Timothy S. Robins, P.E., C.F.M., Utilities Director

Approved By: City Manager's Office

Attachments: Professional Services Agreement for 2025-2026 Service Agreement for the Sulfide Reduction in the Collection System

Recommendation:

Approve and execute the Professional Services Agreement for the 2025-2026 Service Agreement for the Sulfide Reduction in the Collection System

**BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)
PROFESSIONAL SERVICES AGREEMENT
2025-2026 SERVICE AGREEMENT FOR THE SULFIDE REDUCTION IN THE
COLLECTION SYSTEM**

1. Professional Service Provider:

- a. Name: BioChem, Inc.
- b. Telephone No.: 423-829-0004
- c. Address: P.O. Box 3747, Cleveland, TN 37320.

2. Project Title and Location: 2025-2026 Service Agreement for the Sulfide Reduction in the Collection System within the City of Broken Arrow.

3. Contract for: Providing yearly services associated with public works projects for the BAMA. Yearly services to include: monthly site visits with an inspection of equipment to be completed by a certified service technician. 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 the hourly rate in accordance with a lump sum amount that is Not to Exceed Four Hundred Thirty-Seven Thousand Two Hundred Twenty-Two and 22/100 (\$437,222.22) for yearly services that will include a monthly site visit, with an inspection of equipment an notification of any improvements or repairs. 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 is for October 2025- December 2025 and 365 calendar days upon signature of contract for the year of 2026. 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.

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**BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)
PROFESSIONAL SERVICES AGREEMENT
2025-2026 SERVICE AGREEMENT FOR THE SULFIDE REDUCTION IN THE
COLLECTION SYSTEM**

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Services and Related Support Services associated with the Monthly Service for the Sulfide Reduction in the Collection System from execution of this contract for October 2025- December 2025 and 365 calendar days upon signature of contract for the year of 2026. Services performed to provide monthly services to include site visit consisting of an equipment inspection to be completed by a factory certified service technician. On completion of each monthly visit, the technician will notify BAMA staff of any additional maintenance work or repairs to equipment that is needed that is outside of the scope of the contract. 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 provide monthly site visits and an inspection of equipment, and any related support services for the Sulfide Reduction Equipment. All lift stations and collection systems within the City of Broken Arrow are owned and operated by the Broken Arrow Municipal Authority. Professional services shall also include notice of defects outside of contract for repair.

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.

3.3 Service Details. (See attached proposal)

Price per visit (exclusive of freight and taxes, if applicable):

Visits from October 2025 through March 2026: \$28,632.76 per monthly visit

Visits from April 2026 through December 2026: \$29,491.74 per monthly visit

Total Contract price for fifteen (15) monthly visits is \$437,222.22. Invoicing for each monthly service visit will occur upon completion of such visit and payment of each invoice will be due within 30 days.

[END OF ATTACHMENT A]



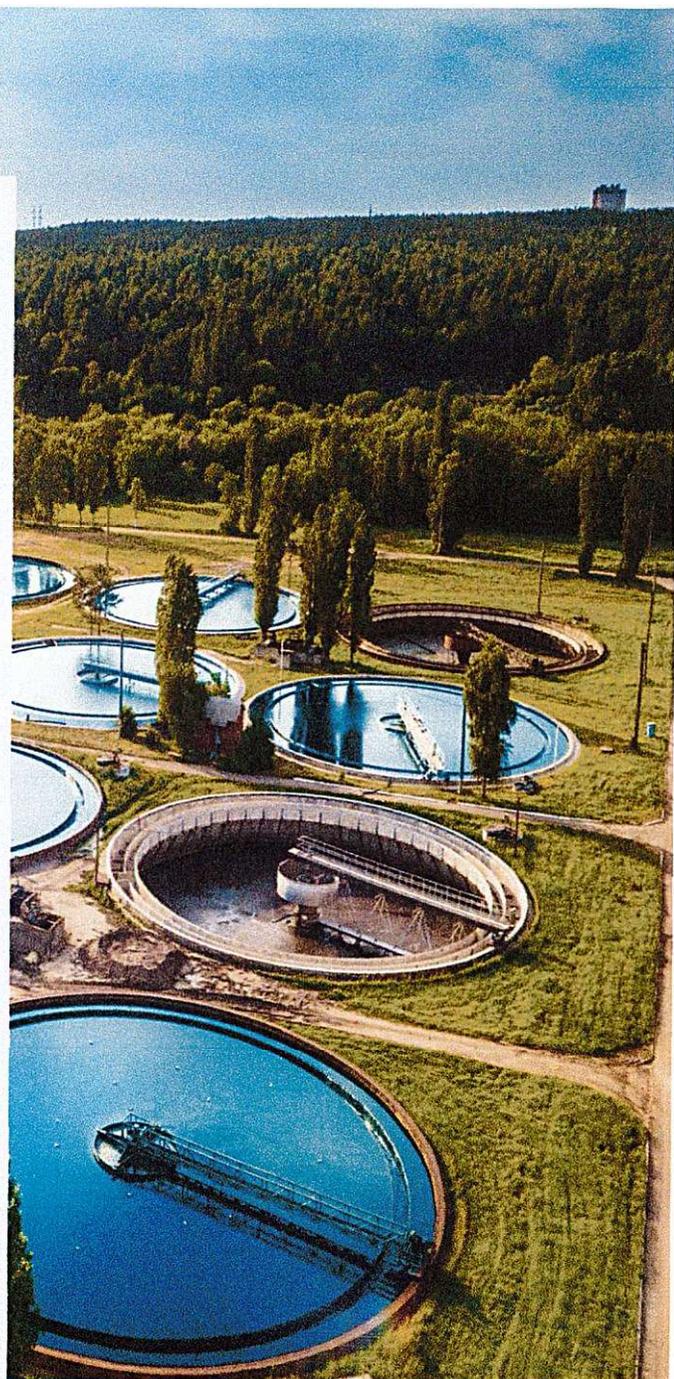
Cleaning Water, **Naturally.**

SULFIDE REDUCTION IN THE COLLECTION SYSTEM

BROKEN ARROW, OK

FEBRUARY 3, 26

City Of Broken Arrow, OK
Authored by: Jonathan Brummett



HISTORY OF FERMENTATION

It is my pleasure to present the continued use of our state-of-the-art Fermentation System for the Broken Arrow, OK collection system

Our Fermentation system was developed in conjunction with the University of Georgia Animal Science Research Center. The UGA Animal Science Research Center called for our help in developing technologies to remediate animal manures, hydrogen sulfide, ammonia and other normal challenges in the Dairy and Hog industries.

They asked us to develop a method to reduce animal wastes appreciably so that Dairy farms could reduce the impact of animal manures that are typically spread on soil. The goal was to continue adding the nutrients present in the manures, as well as reducing odors that cause consternation in communities across the United States. In addition to the odors from manure spreading, pathogens make their way into the soil during manure spreading.

During a year-long research project, we developed three different technologies that made their way into the patent which was issued less than a year following the completion of the research project. The first technology degraded the manures completely, breaking the carbon footprint and eliminating all odors associated with the manures. The second step stabilizes the water that results from Step 1 so that clean, nutrient-rich water can be applied to the fields as liquid fertilizer. The third step, which we are presenting here, builds an "on-site New-Growth Biological Fermentation System" that digests sludge and grease, and reduces hydrogen sulfide, as well as normal sewer odors.

The project was successful, and UGA began applying the technology to their own working Dairy.

Through this, we were able to develop the only complex facultative biological process whereby the growth of the biology is done at the application point. This allows us to treat any waste stream.

Municipal Trials

Following the completion of the research project, Bio-Chem conducted trials at multiple Municipal Wastewater Treatment Systems, implementing the technologies in collection systems as well as Wastewater Digesters.

Digester Trials revealed that as much as 100% of organics in Wastewater Digesters can be digested out, reducing sludge-disposal costs by more than 95%. This proved that Wastewater Treatment Plants can determine how much they want to reduce sludge during digestion, reducing sludge costs dramatically according to their need. This allows the operators to have more control over their plants by allowing them to waste more, decant sooner and longer with clearer supernatant, increasing capacity in the digester.

Collection System Trials were much better than we'd hoped. We knew that the technology would reduce FOG and sludge, as well as sewer odors appreciably, but it was better at reducing hydrogen sulfide than anyone expected. In multiple applications where iron products had been utilized ineffectively, Bio-Chem's sulfide reduction was dramatic. Today, Municipalities are reducing hydrogen sulfide from over 1000 ppm to single digits.

Advantages of Bio Augmentation

➤ **FOG and Sludge Reduction**

Bio-Chem's On-Site Fermentation System yields an 83:1 multiplication rate, meaning that for every pound of Bio-Chem's biological technology we add to a system, it multiplies 83 times, producing hundreds of trillions of effective, safe wastewater treatment bacteria and their enzyme systems., and continues birthing at the same rate. They overpower and digest organic solids without aggressive colonization that would make your system dependent on our technology. That means that your system will never become dependent on our technology. And, because our technology reduces FOG so effectively, there are fewer problems in the system. It is not uncommon for alarms from floats hanging on grease to be eliminated, reducing, and often eliminating overflows as a result.

➤ **Odor Reduction**

It has not been uncommon for hydrogen sulfide levels to drop from hundreds of parts per million to single digits. This allows a Municipality to determine how low they want those numbers to be, to make sure that odor complaints are kept to a minimum. Some Bio-Chem customers report no odor complaints at all.

➤ **Safe and Environmentally Friendly**

Fermenting is a safe solution that eliminates the need for harsh chemicals and toxic substances. It uses natural processes to break down pollutants and improve the health of the sewer system.

➤ **Cost-Effective**

Compared to traditional methods of odor control and hydrogen sulfide reduction, Fermenting is much more cost-effective. It eliminates the need for expensive equipment and ongoing maintenance, making it a budget-friendly solution.

➤ **Efficient**

Fermenting is a highly efficient solution that quickly and effectively reduces odors and harmful substances in the sewer system. It works 24/7 to ensure a cleaner and safer sewer environment.

➤ **Easy to Implement**

Implementing a bio augmentation program is easy and straightforward. We simply introduce the microorganisms into the sewer system and watch as they work to eliminate odors and reduce harmful substances.

Proposal

Starting in 2019, we worked with the Broken Arrow personnel to develop a plan to take our technology and implement it into your system. We have been very successful in achieving your goals, this was truly a team effort and continues to be. Maintaining your goals is a constant challenge as is with keeping costs stable. We work very hard to keep price increases at a minimum and we are proud of the fact that we have not had to issue price increases every year. Our last price increase was in May of 2024 but with increasing costs we are expecting a price increase starting April 1, 2026. Your current monthly cost is \$28,632.76; the new price will be \$29,491.74 which is a \$858.98 increase per month. This new price will go into effect on April 1, 2026, and will continue through to the end of 2026.

Conclusion

Our Fermentation technology has proven effective everywhere it has been employed, and we will continue to see the benefits in your system. Because this is a biological process, you will continue to see benefits at the wastewater treatment plant with no harmful side effects that you would with other chemical processes or corrosion of your system with those same chemical processes.

It is our conclusion that overall treatment efficiency will continue to improve in the Broken Arrow collection system, yielding multiple benefits. Using Bio-Chem's New-Growth Fermentation System, you will reap benefits beyond the immediate results in the collection system itself. It will also continue to benefit the Wastewater Treatment Plant.

If you have any questions, please feel free to contact me at (918) 261-0943.

Sincerely,

Bio-Chem, Inc.



Jonathan Brummett, President

*Jonathan Brummett personally appeared before me
on 2/3/26*

*Angela Beatty
My Commission Expires
Oct. 22nd 2029*



Fermentation Contract for the City of Broken Arrow, OK



City of Broken Arrow

Request for Action

File #: 26-318, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 03-03-2026

Title:

Approval of and authorization to execute Amendment 1 to Agreement for Professional Consultant Services with Cowan Group Engineering, LLC for Elm Creek Trunk Line Improvements (Project No. S.1606)

Background:

This project consists of replacing existing 12-inch, 15-inch, 18-inch and 24-inch collector sewer due to capacity limitations during the 5-year design storm between West Florence Street, under the Creek Turnpike and to the Indian Springs Country Club Lift Station. The existing sewer carries flow from the far western portion of the Lynn Lane basin and is not adequately sized for wet weather flows. Backups from the limited capacity cause predicted manhole surcharge in upstream segments during a 5-year storm. The Wastewater System Master Plan identified this project as I.D. LL-GS02, to replace approximately 11,000 linear feet of sanitary sewer trunk line within the Elm Creek basin from just south of the Creek Turnpike to the existing Indian Springs Country Club Lift Station. Amendment 1 is for staking of proposed utility easements, temporary construction easements, and sanitary sewer alignment.

This amendment with Cowan Group Engineering, LLC has been negotiated for \$3,500.00 and brings the total contract amount to \$391,300.00.

Cost: \$3,500.00

Funding Source: OWRB Loan

Requested By: Charlie Bright, P.E., Director of Engineering & Construction

Approved By: City Manager's Office

Attachments: 20260220-Amendment 1-Elm Creek Trunk Line with Cowan.Legal Signed-S.1606

Recommendation:

Approve and authorize execution of Amendment 1 to Agreement for Professional Consultant Services with Cowan Group Engineering, LLC for Elm Creek Trunk Line Improvements (Project No. S.1606)

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
COWAN GROUP ENGINEERING, LLC**

**PROJECT NAME: ELM CREEK TRUNK LINE IMPROVEMENTS
PROJECT NO. S.1606**

THIS **AMENDMENT NO. 1**, made and entered into this ____ day of _____ 2026, by and between the BROKEN ARROW MUNICIPAL AUTHORITY, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "OWNER", and COWAN GROUP ENGINEERING, LLC, hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS, OWNER and CONSULTANT entered into an AGREEMENT dated NOVEMBER 5, 2019 "ORIGINAL AGREEMENT" for services as set forth in said AGREEMENT; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to prepare construction documents for bidding purposes for the upsizing/replacement of Elm Creek Trunk Sewer Line in between Aspen Ave. and Elm Pl. from the Indian Springs Lift Station approximately 2,600 LF south of Jasper Street to just south of the Creek Turnpike; and

WHEREAS, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include preparation and performance of survey services, including the staking of proposed permanent utility easements, temporary construction easements, and sanitary sewer alignment for twelve (12) properties.

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. 1 through No. 1 shall hereinafter collectively be referred to as the "AGREEMENT"; and

WHEREAS, funding is now available for said additional services; and

WHEREAS, CONSULTANT is prepared to provide said additional services identified in this Amendment.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree to amend the AGREEMENT as follows:

1. PROJECT SCOPE.

This AMENDMENT requires CONSULTANT to provide survey services in the form staking of proposed utility easements, temporary construction easements, and sanitary sewer alignment.

2. CHANGE IN AGREEMENT AMOUNT.

As compensation for the additional work, OWNER shall pay CONSULTANT in accordance with the terms as a change in the AGREEMENT amount;

Original AGREEMENT Amount executed November 5, 2019	\$387,800.00
<u>Amendment No. 1 (NTE):(\$265/parcel)</u>	<u>\$3,500.00</u>
Revised Total AGREEMENT Amount	\$391,300.00

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 1 is 30 days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 1 is effective upon signature of both parties.

Except as amended hereby, all terms of the AGREEMENT shall remain in full force and effect without modification or change.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected.

OWNER:

Broken Arrow Municipal Authority

By: _____
Michael L. Spurgeon, General
Manager

Date: _____

Attest: _____
Secretary [Seal]

Date: _____

Approved as to form:

D. Graham Parker
Assistant City Attorney

CONSULTANT:

Cowan Group Engineering, LLC

By: Jeff Cowan
Jeff Cowan, Principal

Date: 2/18/2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: San Fabin

Date: 2/18/2026

VERIFICATION

State of Oklahoma)
) §
County of Oklahoma)

Before me, a Notary Public, on this 18th day of February, 2026, personally appeared Jeff Cowan, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Cowan Group Engineering, LLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

May 20,

Tonya Alexander
Notary Public





City of Broken Arrow

Request for Action

File #: 26-301, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 03-03-2026**

Title:

Approval of and authorization to execute the Professional Services Agreement for the 2026 Field Service Repairs at the Verdigris River Water Treatment Plant (VRWTP) with HACH Company

Background:

The Broken Arrow Municipal Authority owns and operates the Verdigris River Water Treatment Plant (VRWTP). The HACH Company has several pieces of equipment that we have purchased and installed at the VRWTP. These instruments help maintain a high level of water quality that comes out of the plant. The agreement will be for field services that will include, calibrations, on-site repairs, and notice of defects outside of the contract for future repairs.

The Broken Arrow Municipal Authority negotiated \$25,937.87 to calibrate, repair and give notice of any other defects that will need repaired. The contract is a not to exceed contract.

Cost: \$25,937.87

Funding Source: Utilities Department O&M Budget

Requested By: Timothy S. Robins, P.E., C.F.M., Utilities Director

Approved By: City Manager's Office

Attachments: Professional Services Contract for Field Services Repairs at the VRWTP

Recommendation:

Approve and execute the Professional Services Agreement for the 2026 Field Service Repairs at the Verdigris River Water Treatment Plant (VRWTP) with HACH Company

**BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)
PROFESSIONAL SERVICES AGREEMENT
2026 FIELD SERVICE REPAIRS AT THE VERDIGRIS RIVER WATER TREATMENT
PLANT (VRWTP)**

1. Professional Service Provider:

- a. Name: HACH Company
- b. Telephone No.: 800-227-4224
- c. Address: P.O. Box 389, 5600 Lindbergh Drive, Loveland, CO 80539-0389

2. Project Title and Location: 2026 Field Service repairs at the Verdigris River Water Treatment Plant.

3. Contract for: Providing field services associated with public works projects for the BAMA. Field services to include providing calibrations and on-site repairs and related support services from January 1, 2026 through January 1, 2027. The Field Service shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Field Service Provider agrees that this field 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 Field Service Provider shall be compensated at the hourly rate in accordance with a lump sum amount that is Not to Exceed Twenty-Five Thousand Nine Hundred Thirty-Seven and 87/100 (\$25,937.87) for field services that will include calibrations, on-site repairs, and notice of defects outside of contract for repair. Additional services may be agreed to at a later date. The parties agree that the Professional Field 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 Field 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 Field Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Field Service Provider agrees to abide by and comply with all of BAMA's Administrative Policies.

5. Invoicing and Payment: The Professional Field 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 and on January 1, 2026, and shall be completed on January 1, 2027. 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 Field Service Provider shall acquire all insurance policies required for professional liability insurance, general liability, auto insurance, workers' compensation and/or health insurance. The Professional Field 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 Field 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 Field 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 Field 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.

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**BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)
PROFESSIONAL SERVICES AGREEMENT
2026 FIELD SERVICE REPAIRS AT THE VERDIGRIS RIVER WATER TREATMENT
PLANT (VRWTP)**

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Field Services and Related Support Services associated with the Field Service Repairs at the Verdigris River Water Treatment Plant (VRWTP) from January 1, 2026 through January 1, 2027. Services performed to provide field services to include providing calibrations and on-site repairs and related support services. 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 provide a calibrations and on-site repairs and related support services at the Verdigris River Water Treatment Plant (VRWTP) owned and operated by the Broken Arrow Municipal Authority. Professional Field services shall also include notice of defects outside of contract for repair.

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]

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 1 of 7 Partnership Number : HACH725455
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com



Partnership Number : HACH725455 **Version :** 0.31 **Quotation Date :** 23-DEC-25
Expiration Date : 23-JAN-26

Hach Company Contact : Willett, David **Service Partnership Phone :** (800) 227-4224 x6293 **Service Partnership Email :** david.willett@hach.com
Customer Ref : Renewal Quote **Customer Contact :** BELONCIK, JED
Customer Phone : 357.3366 **Customer Fax :** **Customer Email :** jbeloncik@brokenarrowok.gov

Bill-To Account # 085704

Ship-To Account # 085704

Customer Name	CITY OF BROKEN ARROW	Customer Name	CITY OF BROKEN ARROW	Payment Terms:	Net 30
Address4		Address4	WATER PLANT	Billing Method:	Annual-Invoices on START Date
Address1	PO BOX 610	Address1	6670 S 361ST STREET	Currency:	USD
Address2		Address2			
Address3		Address3			
City,State, PostalCode	BROKEN ARROW-OK-74013	City,State, Postalcode	BROKEN ARROW-OK-74014-6504		
Province/Country	US	Province/Country	US		

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	FSPTU53XX - 4 VISIT	24-JAN-26	23-JAN-27	Fld Svc TU53XX 4 VST Field Service Includes: All parts, labor, and travel for on-site repairs, 4 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms a	13,884.00
1.1	LXV445.99.53112			KTO: US TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1770243	
1.2	LXV445.99.53112			KTO: US TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1770729	

	HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	2 of 7 HACH725455
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com	<i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693 <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

1.3	LXV445.99.53112	KTO: US TU5300sc TURB, FLOW, CLEAN, SYSCHK, RFI D, EPA ; 1770782
1.4	LXV445.99.53112	KTO: US TU5300sc TURB, FLOW, CLEAN, SYSCHK, RFI D, EPA ; 1770785
1.5	LXV445.99.53112	KTO: US TU5300sc TURB, FLOW, CLEAN, SYSCHK, RFI D, EPA ; 1770793
1.6	LXV445.99.53112	KTO: US TU5300sc TURB, FLOW, CLEAN, SYSCHK, RFI D, EPA ; 1770811
1.7	LXV445.99.53112	KTO: US TU5300sc TURB, FLOW, CLEAN, SYSCHK, RFI D, EPA ; 1770815
1.8	LXV445.99.53112	KTO: US TU5300sc TURB, FLOW, CLEAN, SYSCHK, RFI D, EPA ; 1770821
1.9	LXV445.99.53112	KTO: US TU5300sc TURB, FLOW, CLEAN, SYSCHK, RFI D, EPA ; 1770823
1.10	LXV445.99.53112	KTO: US TU5300sc TURB, FLOW, CLEAN, SYSCHK, RFI D, EPA ; 1771742
1.11	LXV445.99.53112	KTO: US TU5300sc TURB, FLOW, CLEAN, SYSCHK, RFI D, EPA ; 1771881
1.12	LXV445.99.53112	KTO: US TU5300sc TURB, FLOW, CLEAN, SYSCHK, RFI D, EPA ; 1705031

2	FSPTU52XX	24-JAN-26	23-JAN-27	Fld Svc TU52XX 1 VST Field Service includes: All parts, labor, and travel for on-site repairs, 1 comprehensive PM/calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see servic	768.00
	2.1	LPV4425303012		nn KIT, TU5200, Lab Turb with RFID, EPA ; 1707789	
3	BSPPLUSDR6000	24-JAN-26	23-JAN-27	BenchPlus-DR6000 The Bench Service Plus includes:	1,843.00

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 3 of 7 Partnership Number : HACH725455
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com

Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.

3.1	LPV441.99.00012				db DR 6000 UV VIS SPECTROPHOTOMETER W RFID TECHNOLOGY ; 1522884	
4	FSPSC200	24-JAN-26	23-JAN-27		Fld Svc-1V SC200 Controller	4,104.00
4.1	LXV404.99.00552				nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1205C0041669	
4.2	LXV404.99.00552				nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1204C0041635	
4.3	LXV404.99.00552				nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1111C0028093	
4.4	LXV404.99.00502				sc200 CONTROLLER, AC-DC, DIG,HACH ; 1301C0063755	
4.5	LXV404.99.00552				nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1111C0030103	
4.6	LXV404.99.00552				nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1111C0028090	
4.7	LXV404.99.00552				nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1111C0030095	
4.8	LXV404.99.00552				nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1111C0028092	
4.9	LXV404.99.00552				nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1111C0030108	
4.10	LXV404.99.00552				nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1111C0028107	

	HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	4 of 7 HACH725455
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

4.11	LXV404.99.00552			nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1111C0028100	
4.12	LXV404.99.00552			nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1111C0030117	
5	FSPTUACM	24-JAN-26	23-JAN-27	Fid Svc TU Automatic Cleaning Module MUST BE SOLD WITH A TU53/TU54 INSTRUMENT. Field Service Includes: All parts, labor, and travel for on-site repairs, 1 comprehensive PM/calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, a	3,264.00
5.1	LQV159.97.00002			db Automatic Cleaning Module TU5 (ROW) ; 1769251	
5.2	LQV159.97.00002			db Automatic Cleaning Module TU5 (ROW) ; 1705053	
5.3	LQV159.97.00002			db Automatic Cleaning Module TU5 (ROW) ; 1769442	
5.4	LQV159.97.00002			db Automatic Cleaning Module TU5 (ROW) ; 1768874	
5.5	LQV159.97.00002			db Automatic Cleaning Module TU5 (ROW) ; 1768878	
5.6	LQV159.97.00002			db Automatic Cleaning Module TU5 (ROW) ; 1831769	
5.7	LQV159.97.00002			db Automatic Cleaning Module TU5 (ROW) ; 1769234	
5.8	LQV159.97.00002			db Automatic Cleaning Module TU5 (ROW) ; 1769714	
5.9	LQV159.97.00002			db Automatic Cleaning Module TU5 (ROW) ; 1770283	
5.10	LQV159.97.00002			db Automatic Cleaning Module TU5 (ROW) ; 1769646	
5.11	LQV159.97.00002			db Automatic Cleaning Module TU5 (ROW) ; 1769685	

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 5 of 7 Partnership Number : HACH725455
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com

5.12	LQV159.97.00002			db Automatic Cleaning Module TU5 (ROW) ; 1769656	
6	BSPPLUSL1000	08-MAY-26	23-JAN-27	BenchPlus SL1000 - Merged From HACH1746429 The Bench Service Plus includes: Factory repairs only, one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	757.00
6.1	9430000			ee ASSY, INSTRUMENT, SL1000 ; 250590101613	
7	BSPPLUSDR6000	08-MAY-26	23-JAN-27	BenchPlus-DR6000 - Merged From HACH1746429 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	1,317.87
7.1	LPV441.99.00012			db DR 6000 UV VIS SPECTROPHOTOMETER W RFID TECHNOLOGY ; 2435448	

Sub Total : 25,937.87
 Tax: 0.00
 Total : 25,937.87

Partnership Notes :

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract. This Contract will automatically renew at the End Date for a period of one year, and at the anniversary of the End Date, unless the Buyer notifies Hach in writing by no later than ninety days before the End Date.

Customer Name : CITY OF BROKEN ARROW

Customer P.O. Number : _____

Customer Reference Number : _____

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 6 of 7 Partnership Number : HACH725455
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS:

These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION:

Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY:

Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am—5 pm Monday through Friday, excluding holidays.

4. INSPECTION:

Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES:

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS:

All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet those requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or resolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

7. LIMITED WARRANTY:

Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION:

~~Indemnification applies to a party and to such party's successors, inheritors, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer-Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach-Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in-privity with Buyer.~~

9. PATENT PROTECTION:

Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS:

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 7 of 7 Partnership Number : HACH725455
Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693
Purchase Orders		Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

11. SOFTWARE:

All licenses to Hach's separately provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. PROPRIETARY INFORMATION; PRIVACY:

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. CHANGES AND ADDITIONAL CHARGES:

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site work not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE:

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. FORCE MAJEURE:

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; civil insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER:

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. LIMITATION OF LIABILITY:

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder, damages incurred in installation, repair or replacement; lost profits; revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, however caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or non-performance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. APPLICABLE LAW AND DISPUTE RESOLUTION:

This contract, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any country having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S.; (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado; or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. ENTIRE AGREEMENT & MODIFICATION:

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.



City of Broken Arrow

Request for Action

File #: 26-299, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 03-03-2026

Title:

Approval of and authorization to execute a Professional Consultant Agreement with HDR Engineering, Inc. for the Windsor Lift Station Expansion or Elimination project (S.26030)

Background:

The Windsor Lift Station is located at 1703 West Miami Street in Broken Arrow on the south end of the Windsor Oaks subdivision. The lift station was put into operation in 1982 and the pumps were rehabilitated in 2023 to submersible pumps. This lift station receives flow from the Windsor Oaks and Windsor Estates subdivisions and the new developments including Reasor's along Norfolk Drive. The lift station needs additional expansion as development continues in this area or to be eliminated and converted to a gravity sewer line if possible. The first step in this project will be to determine the feasibility of eliminating this station. HDR Engineering, Inc. has been selected to evaluate a few different options for eliminating the station and providing cost comparisons for these options versus expansion.

Engineering and Construction Department negotiated a Professional Consultant Agreement with HDR Engineering, Inc. to prepare a technical memorandum that investigates expansion of the Windsor Lift Station or feasibility of elimination. The negotiated agreement amount is \$34,958.00.

Cost: \$34,958.00

Funding Source: OWRB Loan

Requested By: Charlie Bright, P.E., Director of Engineering & Construction

Approved By: City Manager's Office

Attachments: Windsor LS Agreement with HDR.Legal Signed-S.26030

Recommendation:

Approve and authorize execution of a Professional Consultant Agreement with HDR Engineering, Inc. for the Windsor Lift Station Expansion or Elimination project (S.26030)

**AGREEMENT SUMMARY
BROKEN ARROW MUNICIPAL AUTHORITY
WINDSOR LIFT STATION EXPANSION OR ELIMINATION
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. S.26030**

1.0 Professional Consulting Firm:

- 1.1 Name: HDR Engineering, Inc.
- 1.2 Telephone No.: 972-960-4400
- 1.3 Address: 110 S Hartford Ave, Suite 2503
Tulsa, OK 74120

2.0 Project Name/Location: Windsor Lift Station Expansion or Elimination, 1703 W. Miami St., Broken Arrow, OK 74011.

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare a technical memorandum for recommendation of elimination or expansion of the Windsor Lift Station. These documents shall include, but not be limited to, the following: provide a technical memorandum for the recommendation of elimination or expansion of the Windsor Lift Station; conceptual layout of route of gravity sanitary sewer if elimination is recommended, or conceptual recommendations of lift station expansion if recommended; and conceptual cost of each recommendation. Services for final design of the recommended approach will be performed under an amendment to this agreement or a new agreement.

4.0 Agreement Summary:

4.1 Agreement Amount:	
Administrative/Managerial Duties	\$ 4,850.00
Preliminary Study	\$ 6,281.00
Lift Station Feasibility	\$ 4,272.00
Lift Station Decommission Evaluation	\$ 10,888.00
Technical Memorandum	<u>\$ 8,667.00</u>
TOTAL AGREEMENT AMOUNT	\$ 34,958.00

4.2 Agreement Time: 75 calendar days

5.0 Agreement Approved by the OWNER on: _____

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HDR ENGINEERING, INC. (CONSULTANT)
FOR
WINDSOR LIFT STATION EXPANSION OR ELIMINATION
PROJECT S.26030**

This AGREEMENT, including Attachment A through Attachment E, between the Broken Arrow Municipal Authority (OWNER) and HDR Engineering, Inc., (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to evaluate the elimination or expansion of the existing Windsor Lift Station (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

WHEREAS, CONSULTANT is qualified and capable to provide the professional services required;

NOW, therefore, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - 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.

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. If construction phase services are included, the CONSULTANT shall be the OWNER'S agent and representative to observe, record and report with respect to all services that are required or authorized by the construction documents. OWNER and CONSULTANT agree that the services to be performed under this AGREEMENT by the CONSULTANT shall be as an independent contractor.

ARTICLE 4 - ORGANIZATION OF SUBMITTAL DOCUMENTS

CONSULTANT shall prepare the documents as described in Attachment B as part of this AGREEMENT.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities and Special Conditions.

ARTICLE 7 - STANDARD OF CARE

CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the OWNER and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY

- 8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.
- 8.2 Indemnification. CONSULTANT agrees to defend, indemnify, and hold harmless OWNER, 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 CONSULTANT, its agents or employees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, or their agents or employees, then they shall be borne by each party in proportion to each entity's own negligence.
- 8.3 Consequential Damages. OWNER shall not be liable to CONSULTANT for any special, indirect, or consequential damages resulting in any way from the performance of the SERVICES such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.
- 8.4 Survival. Upon completion of all SERVICES, obligations, and duties provided for in this AGREEMENT, or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article 8 shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

- (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.

CONSULTANT shall furnish OWNER certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to OWNER. All PROJECT sub-consultants shall be required to name OWNER and CONSULTANT

as certificate holders on their certificate of insurance for the PROJECT, and shall be required to indemnify OWNER and CONSULTANT to the same extent. CONSULTANT shall be held responsible to submit certificates of insurance for sub-consultants to OWNER prior to the sub-consultant's release to commence work.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

Since CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet PROJECT schedules, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

ARTICLE 13 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the OWNER for the specific purpose intended will be at CONSULTANT'S sole risk and without liability or legal exposure to the OWNER. CONSULTANT shall defend, indemnify, and hold harmless the OWNER against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

ARTICLE 15 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

ARTICLE 16 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 17 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 19 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

ARTICLE 21 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this

AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

ARTICLE 23 - COMPLETION

CONSULTANT shall complete the services within the time frame outlined on Attachment E, Schedule, subject to conditions which are beyond the control of the CONSULTANT.

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 CONSULTANT shall demonstrate that he:

- 24.1.1 Has complied, and shall at all times during the term of this AGREEMENT, 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”); and
 - 24.1.2 Has properly maintained, and shall at all times during the term of this AGREEMENT, maintain any and all employee records required by the U.S. Department of Homeland Security (“DHS”), including, without limitation, properly completed and maintained Form I-9s for each of the CONSULTANTS employees; and
 - 24.1.3 Has verified the employment eligibility for all employees hired on or after July 1, 2008, through DHS’s E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this AGREEMENT; and
 - 24.1.4 Has required, and will at all times during the term of this AGREEMENT, require any sub-contractor utilized, hired or sub-contracted for by CONSULTANT for the completion or undertaking of any duties, tasks or responsibilities under this AGREEMENT, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (l), parts (a), (b) and (c), above, with regards to each of the sub-contractor’s employees.
- 24.2 CONSULTANT will indemnify, defend and hold harmless OWNER against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney’s fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, CONSULTANTS failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by CONSULTANT as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - FIREARMS INDUSTRY NONDISCRIMINATION

CONSULTANT 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

CONSULTANT 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.

ARTICLE 26 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

OWNER: Broken Arrow Municipal Authority
485 N. Poplar Avenue
Broken Arrow, OK 74012
Contact: Charlie Bright, P.E.
Director of Engineering & Construction

CONSULTANT: HDR Engineering, Inc.
110 S Hartford Ave, Suite 2503
Tulsa, OK 74120
Contact Name: Brogan Tyler, P.E.
Project Manager

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

ARTICLE 27 - ELECTRONIC SIGNATURES

The OWNER and CONSULTANT agree this transaction may be completed by electronic means and an electronic signature on this AGREEMENT will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because it is in electronic form. If CONSULTANT signs this AGREEMENT electronically and/or submits documents electronically, CONSULTANT agrees to comply with OWNER'S requirements for submission of electronically signed and/or submitted documents.

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IN WITNESS WHEREOF, the General Manager of the Broken Arrow Municipal Authority, Oklahoma has hereunto set his hand, for and on behalf of the Broken Arrow Municipal Authority and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER:

Broken Arrow Municipal Authority

By: _____
Michael L. Spurgeon, General
Manager

Date: _____

CONSULTANT:

HDR Engineering, Inc.

By: [Signature]
Name: Lucas A. Bathurst
Title: Vice President, Area Manager

Date: 02/13/2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
Secretary [Seal]

Date: _____

Attest: [Signature]
Jenifer Rayshell, Admin. Assistant

Date: 2/13/2026

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

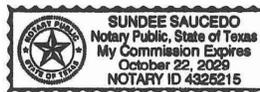
State of Texas)
) §
County of Dallas)

Before me, a Notary Public, on this 13th day of February, 2026, personally appeared Lucas A. Bathurst, known to be to be the (~~President~~, Vice-President, ~~Corporate Officer, Member, or Other:~~ _____) of HDR Engineering, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

10-22-29

[Signature]
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HDR ENGINEERING, INC. (CONSULTANT)
FOR
WINDSOR LIFT STATION EXPANSION OR ELIMINATION
PROJECT S.26030**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the ____ day of _____, 2026.

1.0 PROJECT UNDERSTANDING

- 1.1 As part of the 2018 Wastewater Master Plan (WWMP) by CONSULTANT, the OWNER has aligned its Capital Improvement Plan (CIP) to proactively address system vulnerabilities, with the Windsor Lift Station (LL LS37) identified as a key concern due to its insufficient capacity to manage current and future wet weather flows. The station was originally constructed in 1982 and most recently upgraded in 2024. It is still recognized as an area of concern for wet weather discharge potential with its risk of surcharge and upstream backups that could result in property damage within nearby residential areas. To mitigate these risks, the OWNER has scheduled this project to evaluate the future use of the lift station, with the OWNER seeking a recommendation based on an analysis of existing and future conditions. The project includes assessing whether to expand the lift station capacity to handle peak wet weather events or to eliminate it entirely and construct a new gravity sewer to convey flow to an existing trunk sewer. The outcome of this study will result in an amendment to this agreement or a new agreement to conduct the final design for the agreed-upon alternative.
- 1.2 CONSULTANT understands that the OWNER has retained their professional services in order to prepare a technical memorandum for the purposes of recommending the elimination or expansion of Windsor Lift Station at 1703 W. Miami Street in Broken Arrow, OK. The PROJECT deliverable is a technical memorandum that describes the evaluation along with opinions of probable construction cost (OPCCs) for each alternative and a recommended approach.
- 1.3 The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

2.0 SCOPE OF SERVICES

2.1 **ADMINISTRATIVE/MANAGERIAL DUTIES:** CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:

2.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.

2.1.2 To maintain consistent communications and keep OWNER well-informed on project progress, CONSULTANT will provide the following project management services over the project duration:

2.1.2.1 Monthly project progress and schedule updates.

2.1.2.2 Prepare and submit monthly invoices for progress payments.

2.1.2.3 Project meetings, agenda, and meeting summaries, to include:

- One (1) Project Kick-Off Meeting (virtual), agenda, and meeting minutes.
- One (1) Monthly Project Progress Meeting (virtual), agenda, and meeting minutes during project duration. It is assumed that CONSULTANT PM will represent CONSULTANT at monthly meeting.
- One (1) workshop meeting to discuss OWNER comments on draft technical memorandum.

2.2 **PRELIMINARY STUDY:** Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

2.2.1 Project Kickoff: CONSULTANT will conduct a project kickoff meeting (virtual). This meeting will serve as the beginning of the project. The project kickoff meeting will be used to determine design criteria, requirements and codes, and other critical design features of the PROJECT such as project schedule and milestone dates.

2.2.2 Data Collection & Review: Project related data and documentation have been previously provided to the CONSULTANT. For the purpose of this study, it is assumed that the locations and depths of existing and future utilities will be based on provided as-built drawings. It is assumed that the CONSULTANT has or will receive the following information:

- Record drawings for existing wastewater infrastructure in the area and drawings for pending improvements (if any)
- GIS information for the area
- Development plans within the Windsor Lift Station (LS) sewershed
- Land use plans / comprehensive plans for the area
- Design reports and studies

- Other relevant record drawings in the area, such as roadways and other utilities
- Field elevation clarification of existing sanitary sewer line that crosses underneath the Creek Turnpike.

2.2.3 Lift Station Design Flow

2.2.3.1 Update the collection system hydraulic model for development changes to the system in the project area not included in the 2026 Wastewater System Master Plan (Master Plan) hydraulic model. Additional flow monitoring or re-calibration of the model is not included in the project scope.

2.2.3.2 With assistance from OWNER, determine future development areas that would be served by the Windsor LS. Verify the latest land use designation for these areas and apply dwelling unit per acre and peaking factor criteria from the Master Plan to determine future dry weather and wet weather flows at full buildout. Update the hydraulic model as needed to reflect the future planning scenario.

2.2.3.3 Utilize the hydraulic model to determine average day and peak flows to the proposed Windsor LS area for both current and future scenarios. Determine the required firm capacity of the lift station based on full buildout peak flows.

2.3 **LIFT STATION EXPANSION FEASIBILITY:** Upon completion of the baseline data development, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

2.3.1 Desktop Evaluation. CONSULTANT shall perform a desktop level evaluation utilizing existing and future flow values from the previous task. This desktop level evaluation is limited to the following:

- Future wet well sizing
- Assumed necessary firm pumping capacity needed
- Force main sizing
- Class 5 estimate opinion of probable construction cost (OPCC) per AACE International
- Planning level easement acquisition cost on a dollar per acre basis (\$/AC)

2.4 **LIFT STATION ELIMINATION EVALUATION:** Upon completion of baseline data development, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 2.4.1 Alignment Evaluation. Identify up to three (3) alternative alignments for a gravity sewer line to convey buildout flows from the Windsor LS site to an existing downstream sewer trunk line to eliminate the need for the lift station. One route will connect to the Elm Creek trunk line system to the east of the LS site, and two routes will connect to the Aspen Creek trunk line system: one to the west of the LS site and one to the south of the Creek Turnpike. CONSULTANT to determine the alignment, manhole locations, diameter, and pipe slope per each alternative alignment to deliver the buildout flow. Prepare an aerial figure of the project area showing the three alternative routes and to be confirmed with OWNER staff.
- 2.4.2 Review Meeting. Conduct one (1) virtual meeting with OWNER staff to Review the findings and recommendations with OWNER staff during the scheduled monthly meeting. CONSULTANT will revise the conceptual design to address OWNER comments.
- 2.4.3 OPCC. Develop opinions of probable construction cost (OPCCs) for the proposed gravity sewer alignments. The OPCCs will be Class 5 estimates per AACE International.
- 2.5 **TECHNICAL MEMO:** Upon completion of the lift station expansion and elimination evaluations, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
 - 2.5.1 Draft Technical Memo. Document the work completed in this scope of work in a technical memorandum (TM) and include a recommended approach. Conduct an internal quality control review of the TM prior to submission to OWNER. Submit an electronic pdf of the draft TM for OWNER review.
 - 2.5.2 Final Technical Memo. Conduct a (virtual) meeting to review the TM. Address OWNER comments and submit an electronic pdf of the final TM to OWNER.
- 2.6 **DETAILED DESIGN SERVICES PHASE:** This phase will be negotiated with the CONSULTANT upon the request of the OWNER.
- 2.7 **BID SERVICES PHASE:** This phase will be negotiated with the CONSULTANT upon the request of the OWNER.
- 2.8 **CONSTRUCTION SERVICES PHASE:** This phase will be negotiated with the CONSULTANT upon the request of the OWNER.
- 2.9 **PROJECT CLOSEOUT PHASE:** This phase will be negotiated with the CONSULTANT upon the request of the OWNER.
- 2.10 **ADDITIONAL SERVICES:** The services listed above are included within this AGREEMENT. Additional services are available upon request and can be included as an amendment to this AGREEMENT. Additional services available but not limited to include:
 - 2.10.1 Survey and SUE: For utilities that conflict with the selected alternative.

- 2.10.2 Additional Lift Station Evaluations: Calculation of system curve(s), pump selection(s) and final configuration(s), conceptual level lift station facility layout(s), additional considerations for access, aesthetics (view, odor, lighting, noise), and proximity to floodplain can be included. including: fence perimeter, wetwell and vaults, access driveway, electrical panels, standby generator, and odor control unit as requested to be part of this study.
- 2.10.3 Force Main: Development of a preliminary profile, high point(s) along the alignment, or additional easement acquisition(s) can be included as a part of this study.
- 2.10.4 Environmental: On-site delineation of potential Waters of the U.S. or wetland evaluation.

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HDR ENGINEERING, INC. (CONSULTANT)
FOR
WINDSOR LIFT STATION EXPANSION OR ELIMINATION
PROJECT NO. S.26030**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the ___ day of _____, 2026.

- 1.0 TECHNICAL MEMORANDUM:** The CONSULTANT shall document the study and recommendation as described in Attachment A

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HDR ENGINEERING, INC. (CONSULTANT)
FOR
WINDSOR LIFT STATION EXPANSION OR ELIMINATION
PROJECT NO. S.26030**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment D and shall be made a part of the AGREEMENT dated the ___ day of _____, 2026.

1.0 BASIC COMPENSATION

The basic compensation for the CONSULTANT to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

- 1.1 Administrative/Managerial Duties Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$4,850.00 for the completion of the Administrative/Managerial task. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Preliminary Study Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$6,281.00 for the completion of the Baseline Data Development task. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Lift Station Feasibility Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$4,272.00 for the completion of the Lift Station Expansion Evaluation task. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Lift Station Elimination Evaluation Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$10,888.00 for the completion of the Lift Station Elimination Evaluation task. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5 Technical Memo Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$8,667.00 for the completion of the Alternative Selection and Technical Memo task. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.6 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

2.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the CONSULTANT. No separate payment will be made for these expenses.

3.0 MILEAGE

All direct costs shall be included in the Basic Compensation of the CONSULTANT. No separate payment will be made for these expenses.

4.0 DIRECT COSTS

All direct costs shall be included in the Basic Compensation of the CONSULTANT. No separate payment will be made for these expenses.

5.0 ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

**ATTACHMENT D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HDR ENGINEERING, INC. (CONSULTANT)
FOR
WINDSOR LIFT STATION EXPANSION OR ELIMINATION
PROJECT NO. S.26030**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the ____ day of _____, 2026.

1.0 OWNER'S RESPONSIBILITIES

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT;
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall be responsible for all permit fees and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;
- 1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and
- 1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

2.0 SPECIAL CONDITIONS

- 2.1 None

**ATTACHMENT E
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HDR ENGINEERING, INC. (CONSULTANT)
FOR
WINDSOR LIFT STATION EXPANSION OR ELIMINATION
PROJECT NO. S.26030**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the _____ day of _____, 2026.

1.0 BASIS OF DESIGN PHASE:

- 1.1 Notice to Proceed: Anticipated March 3, 2026
- 1.2 Kickoff Meeting: Within 14 calendar days of Notice to Proceed
- 1.3 Submit Draft Technical Memorandum: Within 30 calendar days from kickoff meeting
- 1.4 OWNER Review of Technical Memorandum: Within 14 calendar days from Draft Technical Memorandum submittal to OWNER
- 1.5 Submit Final Technical Memorandum based on OWNER'S review: Within 14 calendar days from OWNER review completion



City of Broken Arrow

Request for Action

File #: 26-313, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 03-03-2026**

Title:

Approval of and authorization to execute Amendment No. 1 to the Professional Consultant Agreement with Holloway, Updike, and Bellen, Inc. for the Willow Springs Lift Station Relief Line (Project No. 2154300)

Background:

The project consists of the demolition of the existing Willow Springs Lift Station that is in poor condition and the design of approximately 1,450 linear feet of a new gravity sanitary sewer relief line. The proposed gravity flow system will connect to an existing gravity line located near the existing lift station.

It was determined that additional work was needed to complete this project. The additional work includes performing a Cultural/Archaeological Survey which is required in order to meet funding requirements with the Oklahoma Water Resources Board (OWRB). Amendment No. 1 has been negotiated with Holloway, Updike, and Bellen, Inc. to facilitate this additional survey for \$3,500.00.

Cost: \$3,500.00

Funding Source: OWRB Loan

Requested By: Charlie Bright, P.E., Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: 2154300 - Willow Springs Lift Station Relief Line Amendment No. 1

Recommendation:

Approve and authorize execution of Amendment No. 1 to the Professional Consultant Agreement with Holloway, Updike, and Bellen, Inc. for the Willow Springs Lift Station Relief Line (Project No. 2154300)

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
HOLLOWAY, UPDIKE & BELLEN, INC.**

**PROJECT NAME: WILLOW SPRINGS LIFT STATION RELIEF LINE
PROJECT NO. 2154300**

THIS **AMENDMENT NO. 1**, made and entered into this _____ day of _____ 2026, by and between the BROKEN ARROW MUNICIPAL AUTHORITY, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as “BAMA”, and HOLLOWAY, UPDIKE & BELLEN, INC., hereinafter referred to as “ENGINEER”;

WITNESSETH:

WHEREAS, BAMA and ENGINEER entered into an Agreement dated April 21, 2021, “ORIGINAL AGREEMENT” for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires ENGINEER to prepare construction documents for bidding purposes for the demolition of the Willow Springs Lift Station and construction of approximately 1,100 LF of new sanitary sewer relief line.

WHEREAS, BAMA and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include the rehabilitation of

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. 1 shall hereinafter collectively be referred to as the “Agreement”; and

WHEREAS, funding is now available for said additional services; and

WHEREAS, ENGINEER is prepared to provide said additional services identified in this Amendment.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree to amend the Agreement as follows:

1. PROJECT SCOPE.

This Amendment requires ENGINEER to facilitate the performance of a Cultural/Archaeological Survey of the proposed project location shown in the final plans of the Willow Springs Lift Station Relief Line project.

2. CHANGE IN CONTRACT AMOUNT.

As compensation for the additional work, BAMA shall pay ENGINEER in accordance with the terms as a change in the contract amount:

Original Contract Amount executed April 21, 2021:	\$ 45,000.00
Amendment No. 1	
Cultural/Archaeological Survey	\$ 3,500.00
<hr/>	
Revised Total Contract Amount	\$48,500.00

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 1 is 50 days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 1 is effective upon signature of both parties.

Except as amended hereby, all terms of the Agreement shall remain in full force and effect without modification or change.

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HOLT CONSULTING SERVICES, LLC

9524 E. 81ST ST., SUITE B, BOX 1592 – TULSA, OK 74133
(918) 407-2457 JAMES@HOLTCRM.COM
WWW.HOLTCRM.COM

Bid Prepared for Holloway, Updike and Bellen, Inc.

Prepared at the request of Sam Stratton, PE
Holloway, Updike and Bellen, Inc (HUB Engineers)
2001 N. Willow Ave
Broken Arrow, OK 74012

The project area consists of a 1,122-ft (342-m) long corridor 10-m in width running across and parallel to Jasper Street (E. 131ST Street) for a proposed sewer relief line. The project is located between sections 4 and 9 in T17N R14E in Broken Arrow, Tulsa County, OK and is called “BA Willow Creek Sewer Relief Line.”

This proposal includes all of the standard components of a Phase I Archaeological Investigation including:

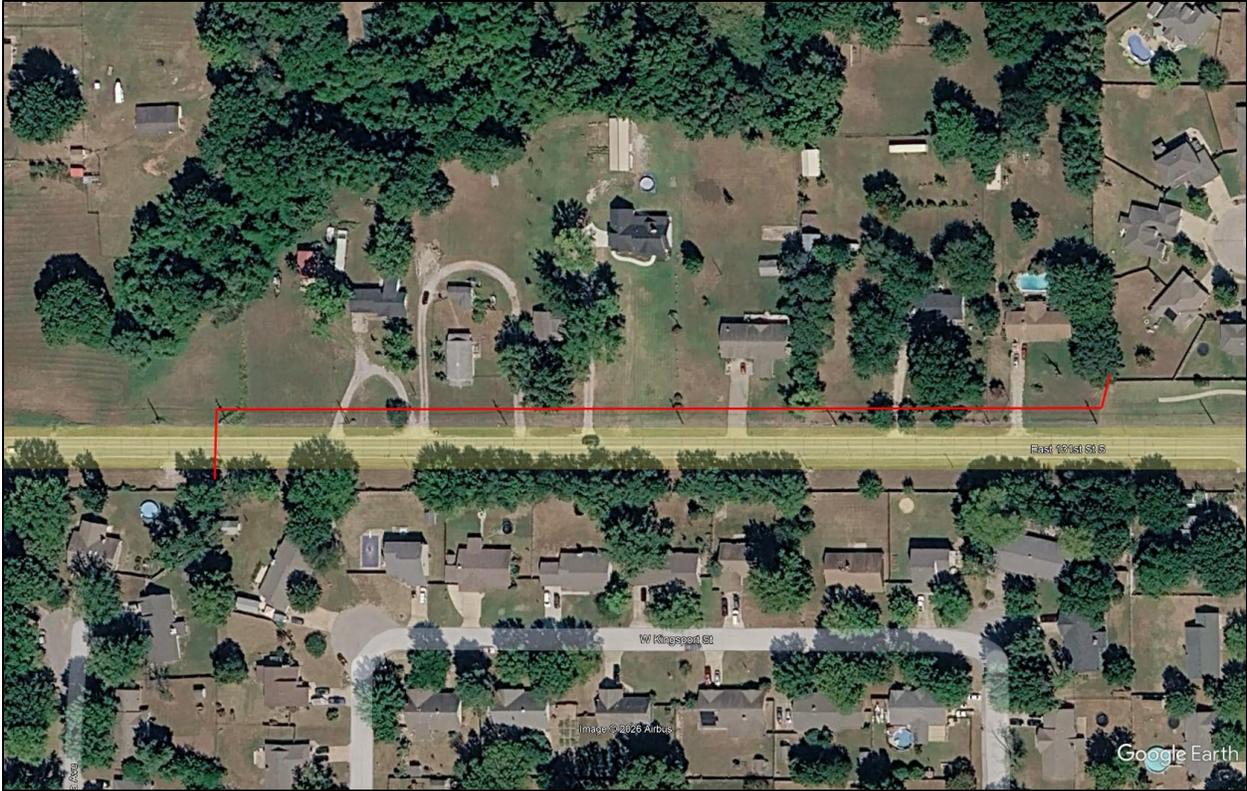
- Pre-field research: Historic aerial photography, topographical maps, GLO Survey maps, and record search with the Oklahoma Archaeological Survey and SHPO.
- Fieldwork: A single pedestrian transect 10-m in width along the APE center line, Shovel Test Pits (STPs) at a rate of every 50-meters (up to 7 STP) where possible and appropriate along that transect, any site forms or standing structure forms for the OK SHPO and OAS as needed, and any other photographic or GIS data collection as required.
- Report Submission: A standard report of the investigation’s findings will be composed for submission to the relevant Federal Agency for distribution to the agencies responsible for review of the project. This may include multiple versions of the report to satisfy the need of public disclosure.

The proposed cost of this work is **\$2,500.00** to be paid within 45 days of report submission to Holloway, Updike and Bellen, Inc.

The completion schedule shall be determined at the time of contract agreement through conversation between Holt Consulting Services, LLC and HUB Engineers, Inc. and may be adjusted due to unforeseen difficulties with weather and administrative delays, but should be completed within 30 days of Notice to Proceed. Should additional APE area be required, or if the investigation area is altered, adjustment to the cost and schedule may be made in consultation with HUB Engineers, Inc.

Please feel free to contact me at any time for additional details or to accept this proposal. Thank you for the opportunity to bid on your project!

James R. Holt, M.A., RPA
President and Archaeologist



Aerial image map of the project area in Broken Arrow, OK.



City of Broken Arrow

Request for Action

File #: 26-294, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 03-03-2026

Title:

Approval of and authorization to execute Amendment 1 to Agreement for Professional Consultant Services with Route 66 Engineering, LLC for New Orleans & 9th Street Sanitary Sewer Line (Project No. S.26040)

Background:

This project is for the design of a sanitary sewer line extension to the northeast corner of New Orleans and 9th Street. This extension will help accommodate future development in this area. Route 66 Engineering, LLC has been selected for the design of this project. This amendment is for the consultant to make adjustments to the proposed sanitary sewer alignment and acquire new legal documents for the properties where alignment has changed.

This amendment with Route 66 Engineering, LLC has been negotiated for \$7,000.00 and brings the total contract amount to \$32,000.00.

Cost: \$7,000.00

Funding Source: Engineering & Construction Professional Services

Requested By: Charlie Bright, P.E., Director of Engineering & Construction

Approved By: City Manager's Office

Attachments: Amendment 1-New Orleans & 9th St Sanitary Sewer Line. Legal Signed-S.26040

Recommendation:

Approve and authorize execution of Amendment 1 to Agreement for Professional Consultant Services with Route 66 Engineering, LLC for New Orleans & 9th Street Sanitary Sewer Line (Project No. S.26040)

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
ROUTE 66 ENGINEERING, LLC**

**PROJECT NAME: NEW ORLEANS & 9TH STREET SANITARY SEWER LINE
PROJECT NO. S.26040**

THIS **AMENDMENT NO. 1**, made and entered into this ____ day of _____ 2026, by and between the BROKEN ARROW MUNICIPAL AUTHORITY, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "OWNER", and ROUTE 66 ENGINEERING, LLC, hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS, OWNER and CONSULTANT entered into an AGREEMENT dated October 7th, 2025 "ORIGINAL AGREEMENT" for services as set forth in said AGREEMENT; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to prepare construction documents for construction purposes for the New Orleans & 9th Street Sanitary Sewer Line on the northwest corner of New Orleans & 9th Street in Broken Arrow, OK; and

WHEREAS, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include additional survey services and additional design services for proposed sewer alignment change.

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. 1 through No. 1 shall hereinafter collectively be referred to as the "AGREEMENT"; and

WHEREAS, funding is now available for said additional services; and

WHEREAS, CONSULTANT is prepared to provide said additional services identified in this Amendment.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree to amend the AGREEMENT as follows:

1. PROJECT SCOPE.

This Amendment requires CONSULTANT to provide additional survey services for an alternate route of the sanitary sewer through one property and provide additional design services to change the proposed sewer alignment across one property.

2. CHANGE IN AGREEMENT AMOUNT.

As compensation for the additional work, OWNER shall pay CONSULTANT in accordance with the terms as a change in the AGREEMENT amount;

Original AGREEMENT Amount executed October 7, 2025	\$25,000.00
Amendment No. 1 (Additional Design Services)	\$6,000.00
Amendment No. 1 (Survey)	\$1,000.00
Revised Total AGREEMENT Amount	\$32,000.00

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 1 is 15 days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 1 is effective upon signature of both parties.

Except as amended hereby, all terms of the AGREEMENT shall remain in full force and effect without modification or change.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected.

OWNER:

Broken Arrow Municipal Authority

By: _____
Michael L. Spurgeon, General
Manager

Date: _____

CONSULTANT:

Route 66 Engineering, LLC

By: _____
John Droz, President

Date: 2/16/20

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
Secretary [Seal]

Date: _____

Attest: _____
Danyell Blankenship, Vice President

Date: 2/16/20

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Oklahoma)

County of Creek) §

Before me, a Notary Public, on this 16th day of February, 2026, personally appeared John Broz, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Route 66 Engineering, LLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

7/20/26

Danyell Blankenship
Notary Public

DANYELL BLANKENSHIP
Notary Public, State of Oklahoma
Commission # 22009823
My Commission Expires 07-20-2026



City of Broken Arrow

Request for Action

File #: 26-314, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 03-03-2026

Title:

Notification of City Manager's and Assistant City Manager's execution of Professional Consultant Agreements and Amendments to an Agreement, as well as public Construction Contracts not subject to the Competitive Bid Act, with a Contract value of \$50,000.00 or less

Background:

The Broken Arrow Municipal Authority has authorized the City Manager, or his designee, by ordinance to execute contracts for the purchase of supplies, materials, and other services in accordance with the limitations prescribed by the City of Broken Arrow Purchasing manual or other procedures established by the City Manager. The Purchasing Manual establishes a limitation up to and including \$50,000.00 for the City Manager and, in turn, the City Manager has identified a limitation up to and including \$15,000.00 for the Assistant City Managers.

In an effort to keep the governing body and the public apprised of administration's contractual actions. Staff is submitting the following contracts, including professional consultant contracts and amendments, and public construction contracts not subject to the State of Oklahoma Public Competitive Bid Act, for notification purposes only No further action is required by the Governing Body.

The City Manager or Assistant City Managers have approved the following Professional Consultant Agreements:

1. Agreement for Professional Consulting Services - FY 2026 On-Call Water Distribution System Modeling - Garver, LLC

No further action is required by Council.

Cost: \$12,000.00 - Professional Services

Funding Source: Engineering and Construction Professional Services

Requested By: Charlie Bright, PE, Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Agreement for Professional Consulting Services - FY'26 On-Call Water Distribution System Modeling

Recommendation:

No Action Required

**AGREEMENT SUMMARY
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
ON-CALL WATER DISTRIBUTION SYSTEM MODELING
PROJECT NUMBER:**

1.0 Professional Consulting Firm:

- 1.1 Name: Garver, LLC
- 1.2 Telephone No.: 918-250-5922
- 1.3 Address: 6100 South Yale, Suite 1300, Tulsa, Oklahoma 74163

2.0 Project Name/Location: ON-CALL WATER DISTRIBUTION SYSTEM MODELING

3.0 Statement of Purpose: Provide the OWNER modeling assistance in the water distribution model to provide pressure information for improvements as well as updating the model to reflect upgrades in the distribution lines. This is anticipated to be a yearly contract coinciding with OWNER's fiscal year, ending June 30, 2027. A new contract is anticipated for FY 28 (July 1 – June 30).

4.0 Agreement Summary:

- 4.1 Agreement Amount: \$12,000.00 (HOURLY, NOT TO EXCEED)
- 4.2 Agreement Time: As requested
- 4.3 Estimated Construction Cost: Not applicable

5.0 Contract Documents and Priority: The Broken Arrow Municipal Authority (OWNER), represented by the General Manager, and GARVER, LLC, (CONSULTANT), identified in paragraph 1.0 agree to perform this AGREEMENT in strict accordance with the clauses, provisions, and the documents identified as below, all of which are made part of this Contract. In the event of conflict, these documents shall be interpreted in the following order:

- 5.1 AGREEMENT with corresponding Attachments;
- 5.2 Duly authorized Amendments to the AGREEMENT;
- 5.3 AGREEMENT Summary;
- 5.4 Specific project written correspondence mutually recognized; and
- 5.5 Specific project verbal instructions mutually recognized.

6.0 Agreement Approved by the Owner on:

February 20, 2026

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
ON-CALL WATER DISTRIBUTION SYSTEM MODELING**

PROJECT NUMBER:

This AGREEMENT, including Attachment A through Attachment F, between the Broken Arrow Municipal Authority (OWNER) and Garver, LLC, (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends maintain an up-to-date model of their water system and plan for water demands as needed, OWNER has requested that CONSULTANT provide certain professional services as required and,

WHEREAS, CONSULTANT is qualified and capable to provide the professional services required;

NOW, therefore, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - 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.

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. CONSULTANT and OWNER agree CONSULTANT'S work performed under this AGREEMENT are performed as an independent contractor. If construction phase services are included, the CONSULTANT shall be the OWNER'S agent and representative to observe, record and report with respect to all services that are required or authorized by the construction documents. OWNER and CONSULTANT agree that the services to be performed under this AGREEMENT by the CONSULTANT shall be as an independent contractor.

ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS

CONSULTANT shall prepare the documents as described in Attachment B as part of this Agreement.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities and Special Conditions.

ARTICLE 7 - STANDARD OF CARE

CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the owner and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY

8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.

8.2 Indemnification. CONSULTANT agrees to defend, indemnify, and hold harmless OWNER, 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 CONSULTANT, its agents or employees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, or their agents or employees, then they shall be borne by each party in proportion to each entity's own negligence.

8.3 Consequential Damages. OWNER shall not be liable to CONSULTANT for any special, indirect, or consequential damages resulting in any way from the performance of the SERVICES such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

8.4 Survival. Upon completion of all SERVICES, obligations, and duties provided for in this AGREEMENT, or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article 8 shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

- (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.

CONSULTANT shall furnish OWNER certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to OWNER. All PROJECT sub-consultants shall be required to name OWNER and CONSULTANT as certificate holders on their certificate of insurance for the PROJECT, and shall be required to indemnify OWNER and CONSULTANT to the same extent. CONSULTANT shall be held responsible to submit certificates of insurance for sub-consultants to OWNER prior to the sub-consultant's release to commence work.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction

unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

Since CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet PROJECT schedules, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

ARTICLE 13 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the OWNER for the specific purpose intended will be at CONSULTANT'S sole risk and without liability or legal exposure to the OWNER. CONSULTANT shall defend, indemnify, and hold harmless the OWNER against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

ARTICLE 15 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

ARTICLE 16 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 17 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 19 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

ARTICLE 21 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

ARTICLE 23 - COMPLETION

CONSULTANT shall complete the services within the time frame outlined on Attachment E, Schedule, subject to conditions which are beyond the control of the CONSULTANT.

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that he:

24.1.1 Has complied, and shall at all times during the term of this Contract, 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”); and

24.1.2 Has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security (“DHS”), including, without limitation, properly completed and maintained Form I-9s for each of the Consultants employees; and

24.1.3 Has verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS’s E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and

24.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor’s employees.

24.2 Consultant will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney’s fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Consultants failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Consultant as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - FIREARMS INDUSTRY NONDISCRIMINATION

CONSULTANT 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 CONSULTANT 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.

ARTICLE 26 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

OWNER: Broken Arrow Municipal Authority
485 N. Poplar Street
Broken Arrow, OK 74012
Contact: Ms. Emily Rowland
Environmental Division Manager

CONSULTANT: Garver, LLC
6100 South Yale, Suite 1300
Tulsa, Oklahoma 74136
918-250-5922

Contact Name: Thomas Helvick, PE
Project Engineer

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

ARTICLE 27 - ELECTRONIC SIGNATURES

The OWNER and CONSULTANT agree this transaction may be completed by electronic means and an electronic signature on this AGREEMENT will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because it is in electronic form. If CONSULTANT signs this AGREEMENT electronically and/or submits documents electronically, CONSULTANT agrees to comply with OWNER'S requirements for submission of electronically signed and/or submitted documents.

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IN WITNESS WHEREOF, the General Manager of the Broken Arrow Municipal Authority, Oklahoma has hereunto set his hand, for and on behalf of the Broken Arrow Municipal Authority and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER:

Broken Arrow Municipal Authority, a Municipal Corporation

By: Michael Spurgeon
Michael L. Spurgeon
General Manager

Date: 2/20/2026

Attest: Curtis Green
Secretary [Seal]

Date: 2/20/2026

Approved as to form:

D. Graham Parker
Assistant City Attorney



CONSULTANT:

Garver, LLC
By: Mary Mach

Date: February 6, 2026

Attest: Rita K. Neuman

Attest: _____

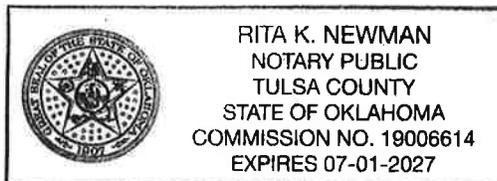
VERIFICATION

State of _____)
) §
County of _____)

Before me, a Notary Public, on this 6th day of February, 2026, personally appeared Mary Elizabeth Mach, PE, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Garver, LLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

July 01, 2027
Rita K. Neuman
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
ON-CALL WATER DISTRIBUTION SYSTEM MODELING
PROJECT NUMBER:**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated February 20, 2026.

1.0 PROJECT UNDERSTANDING

CONSULTANT understands that the OWNER has retained their professional services to assist the OWNER in providing on-call modeling for the OWNER's water distribution system.

2.0 SCOPE OF SERVICES

CONSULTANT will maintain OWNER'S distribution system hydraulic model using Innowyze InfoWater Pro software and perform the following: bring the model up to date and run scenarios as requested by OWNER. CONSULTANT will complete hydraulic evaluations with the distribution system model and provide analysis results on a frequency as requested by OWNER. CONSULTANT will complete updates to the model based on information provided by OWNER (e.g., updated GIS files, development plans, new or rehabilitated pipe). The anticipated update frequency is as requested by the OWNER. Garver will house the model and provide access to OWNER for downloads of the updated model on a regular basis.

This is anticipated to be a yearly contract coinciding with OWNER's fiscal year, ending June 30, 2027. A new contract is anticipated for FY 28 (July 1 – June 30).

3.0 Extra Work

The following items are not anticipated to be required for this project, and are therefore not included under this agreement, but will be considered as extra work if needed:

- 3.1.1 Design services
- 3.1.2 Construction phase services
- 3.1.3 Environmental services
- 3.1.4 Financial assistance
- 3.1.5 Public outreach
- 3.1.6 Geotechnical services
- 3.1.7 Property acquisition

Extra Work will be as directed by the OWNER in writing for an additional fee as agreed upon by the OWNER and the CONSULTANT.

END OF ATTACHMENT A

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
ON-CALL WATER DISTRIBUTION SYSTEM MODELING
PROJECT NUMBER:**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The following scope of services shall be made a part of the AGREEMENT dated February 20, 2026.
The following documents shall be submitted as deliverables for the project:

1. Up-to-date Model
2. Letter response indicating pressure results from model

END OF ATTACHMENT B

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
ON-CALL WATER DISTRIBUTION SYSTEM MODELING
PROJECT NUMBER:**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation shall apply as described in Attachment C and shall be made a part of the AGREEMENT dated February 20, 2026.

1.0 BASIC COMPENSATION

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

- 1.1 Conceptual, Design, and Bidding Phase Payment: The OWNER shall pay the CONSULTANT a not-to-exceed amount of \$12,000 to be compensated on an hourly rate basis plus expenses incurred for reproduction, travel, and direct costs.:

ON-CALL WATER DISTRIBUTION SYSTEM MODELING	\$12,000
--	----------

This contract amount includes all labor, materials, overhead, and profit associated with this scope of services.

- 1.2 Construction Phase Payment: The OWNER may negotiate professional services fee with CONSULTANT at the OWNER'S discretion.
- 1.3 Project Closeout Phase Payment: To be determined by future amendment.

2.0 ADDITIONAL SERVICES BASED ON TIME

No additional services are anticipated in this contract.

3.0 REPRODUCTION

All charges for reproduction shall be compensated on a direct cost basis under Basic Compensation Fee of the Professional Consultant.

4.0 MILEAGE

All direct costs shall be compensated on a direct cost basis under Basic Compensation of the Professional Consultant.

5.0 DIRECT COSTS

All Direct Costs shall be compensated on a direct cost basis under Basic Compensation Fee of the Professional Consultant.

6.0 ADJUSTMENT CLAUSE

No rate adjustments are anticipated in this contract.

7.0 EXTRA WORK - The following items are not included under this agreement but will be considered as extra work:

1. Design services
2. Construction phase services
3. Environmental services
4. Financial assistance
5. Public outreach
6. Geotechnical services
7. Property acquisition

Extra Work will be as directed by the OWNER in writing for an additional fee as agreed upon by the OWNER and CONSULTANT.

END OF ATTACHMENT C

**ATTACHMENT D
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
ON-CALL WATER DISTRIBUTION SYSTEM MODELING
PROJECT NUMBER:**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following compensation shall apply as described in Attachment D and shall be made a part of the AGREEMENT dated February 20, 2026.

1.0 OWNER'S RESPONSIBILITIES

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above and below ground for exact location;
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall be responsible for all permit fees and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;
- 1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and
- 1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

2.0 SPECIAL CONDITIONS

- 2.1 NONE

END OF ATTACHMENT D

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
ON-CALL WATER DISTRIBUTION SYSTEM MODELING
PROJECT NUMBER:**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated February 20, 2026.

1.0 ON-CALL SERVICES: ON DEMAND

Task Description	Schedule
Hydraulic Model Results	7 working days from Owner Request
Water Distribution Updates	Monthly upon Owner Request

END OF ATTACHMENT E



Attachment F
Broken Arrow Municipal Authority
FY 2027 Modeling On-Call
Garver Hourly Rate Schedule: July 2026 - June 2027

Classification	Rates
Engineers / Architects	
E-1	\$ 152.00
E-2	\$ 178.00
E-3	\$ 198.00
E-4	\$ 232.00
E-5	\$ 282.00
E-6	\$ 346.00



City of Broken Arrow

Request for Action

File #: 26-324, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 03/03/2026**

Title:

Ratification of the Claims List Check Register Dated February 23, 2026

Background:

Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from February 10, 2026 through February 23, 2026 Checks, V-Cards (single use electronic credit cards) or ACH (direct payments to the vendors bank by the federal reserve automated clearing house) were processed for a total of \$4,101,174.66 for the various funds.

Governmental Funds	\$3,035,892.61
BAMA	\$1,029,865.39
BAEDA	<u>\$ 35,416.66</u>
Total	\$4,101,174.66

A summary by funds and detail are attached.

Cost: \$1,029,865.39

Funding Source: BAMA Operational and Capital accounts

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated February 23, 2026

Recommendation:..recommend

Ratify Claims List Check Register dated 02/23/2026

City of Broken Arrow
Check Register by Fund



RECAP

FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	174,198.66	697
220	BA MUNICIPAL AUTHORITY	1,029,865.39	907
221	BAMA SALES TAX DEBT SERVICE	1,250.00	2
227	CVB-HOTEL MOTEL	30,219.30	24
329	VEHICLE REPLACEMENT FUND	63,907.49	3
330	SALES TAX CAPITAL IMPROVEMENT	342,254.46	14
342	STREET LIGHT FUND	36,829.66	11
344	PS SALES TAX POLICE	206,197.52	397
345	PS SALES TAX FIRE	132,737.34	198
349	OPIOID SETTLEMENT FUND	6,253.58	2
592	2014 BOND ISSUE	387,750.64	1
593	2018 BOND ISSUE	918,784.54	9
660	WORKERS COMPENSATIONS	53,357.73	11
661	GROUP HEALTH AND LIFE	23,130.48	12
770	DEBT SERVICE GO BOND	633,165.63	2
882	AGENCY FUND DEPOSITS	1,269.00	5
887	ECONOMIC DEVELOP AUTHORITY	35,416.66	1
888	CREEK 51 TIF APPORTIONMENT	24,586.58	2
Total		4,101,174.66	2,298

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
02/12/2026	336377	856 AMERICAN FIDELITY	189029	Payroll Run 1 - Warrant 260130	220 218420		2026/7	224.28
			189029	Payroll Run 1 - Warrant 260130	220 218430		2026/7	16.50
					Total For Check # 336377			240.78
02/12/2026	336378	4633 COLONIAL LIFE & ACCIDENT	189035	Payroll Run 1 - Warrant 260130	220 218590		2026/7	6,766.38
					Total For Check # 336378			6,766.38
02/12/2026	336379	1319 COMMUNITY CARE EAP	189031	Payroll Run 1 - Warrant 260130	220 218560		2026/7	289.97
					Total For Check # 336379			289.97
02/12/2026	336383	1550 GENESIS HEALTH CLUBS	189032	Payroll Run 1 - Warrant 260130	220 218150		2026/7	629.64
					Total For Check # 336383			629.64
02/12/2026	336385	159 PRE-PAID LEGAL SERVICES,	189028	Payroll Run 1 - Warrant 260130	220 218100		2026/7	1,053.52
			189028	Payroll Run 1 - Warrant 260130	220 218100		2026/7	-15.96
					Total For Check # 336385			1,037.56
02/12/2026	336387	4905 METROPOLITAN LIFE	189037	Payroll Run 1 - Warrant 260130	220 218340		2026/7	4,827.79
			189037	Payroll Run 1 - Warrant 260130	220 218480		2026/7	5,630.38
			189037	Payroll Run 1 - Warrant 260130	220 218590		2026/7	1,832.99
					Total For Check # 336387			12,291.16
02/12/2026	336389	999900 OTP - AR REFUNDS	189872		220 150807		2026/8	26.81
					Total For Check # 336389			26.81
02/12/2026	336390		189867		220 150807		2026/8	106.12
					Total For Check # 336390			106.12
02/12/2026	336392		189868		220 150807		2026/8	40.00
					Total For Check # 336392			40.00
02/12/2026	336393		189871		220 150807		2026/8	48.55
					Total For Check # 336393			48.55
02/12/2026	336394		189866		220 150807		2026/8	52.24
					Total For Check # 336394			52.24
02/12/2026	336395		189877		220 150807		2026/8	10.87

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 336395			10.87
02/12/2026	336396			189864		220 150807		2026/8	2.58
						Total For Check # 336396			2.58
02/12/2026	336398			189863		220 150807		2026/8	108.67
						Total For Check # 336398			108.67
02/12/2026	336399			189880		220 150807		2026/8	22.54
						Total For Check # 336399			22.54
02/12/2026	336400			189861		220 150807		2026/8	63.07
						Total For Check # 336400			63.07
02/12/2026	336401			189865		220 150807		2026/8	192.90
						Total For Check # 336401			192.90
02/12/2026	336402			189876		220 150807		2026/8	64.71
						Total For Check # 336402			64.71
02/12/2026	336403			189859		220 150807		2026/8	41.31
						Total For Check # 336403			41.31
02/12/2026	336405			189862		220 150807		2026/8	146.05
						Total For Check # 336405			146.05
02/12/2026	336406			189860		220 150807		2026/8	100.00
						Total For Check # 336406			100.00
02/12/2026	336407			189874		220 150807		2026/8	22.54
						Total For Check # 336407			22.54
02/12/2026	336408			189879		220 150807		2026/8	22.54
						Total For Check # 336408			22.54
02/12/2026	336409			189878		220 150807		2026/8	99.37
						Total For Check # 336409			99.37

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		NAME	INVOICE	DESCRIPTION				
02/12/2026	336410		189869		220 150807		2026/8	33.78
					Total For Check # 336410			33.78
02/12/2026	336411		189875		220 150807		2026/8	41.05
					Total For Check # 336411			41.05
02/12/2026	336412		189873		220 150807		2026/8	7.90
					Total For Check # 336412			7.90
02/12/2026	336413		189881		220 150807		2026/8	22.54
					Total For Check # 336413			22.54
02/12/2026	336414		189870		220 150807		2026/8	22.54
					Total For Check # 336414			22.54
02/12/2026	336424	999905 OTP - TORT CLAIMS	TRT1775.2026	PROPERTY DAMAGE SUSTAINED FROM	2201700 550090		2026/8	4,600.00
					Total For Check # 336424			4,600.00
02/12/2026	336428	1987 SURENCY LIFE & HEALTH INS.	189033	Payroll Run 1 - Warrant 260130	220 218460		2026/7	247.00
					Total For Check # 336428			247.00
02/12/2026	336433	1633 VALBRIDGE PROPERTY	OK01-25-2384-000	APPRASIAL FEE	2205415 570080		2026/8	2,250.00
					Total For Check # 336433			2,250.00
02/12/2026	336434	5635 VISION SERVICE PLAN	189036	Payroll Run 1 - Warrant 260130	220 218240		2026/7	5,008.75
					Total For Check # 336434			5,008.75
02/12/2026	336436	5216 918 WRECKER SERVICE INC.	26-318083	26-318083 FEB 4, 2026	2205010 540200		2026/8	160.00
			26-318308	26-318308	2205010 540200		2026/8	160.00
					Total For Check # 336436			320.00
02/12/2026	336438	149 AMERICAN ELECTRIC	925-948-5-1 01272026	FY26 ANNUAL AGREEMENT 951-925-948-	2205305 550250		2026/8	424.70
			104-967-0-6 01152026	FY26 ANNUAL AGREEMENT - SINGLES	2205406 550250		2026/8	24.59
			490-476-0-1 01152026	FY26 ANNUAL AGREEMENT - SINGLES	2205305 550250		2026/8	182.22
			952-315-1-1 01152026	FY26 ANNUAL AGREEMENT SINGLES	2205406 550250		2026/8	41.34
			100-813-0-1 01232026	FY26 ANNUAL AGREEMENT 954-100-813-	2205400 550250		2026/8	698.40
			146-862-0-5 01212026	FY26 ANNUAL AGREEMENT SINGLES	2205406 550250		2026/8	70.53
			959-364-3-2 01212026	FY26 ANNUAL AGREEMENT SINGLES	2205100 550250		2026/8	1,523.54

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				001-501-0-9 01202026	FY26 ANNUAL AGREEMENT - SINGLES	2205406 550250		2026/8	24.50
				384-392-0-9 01202026	FY26 ANNUAL AGREEMENT - SINGLES	2205406 550250		2026/8	24.50
				554-689-0-9 01202026	FY26 ANNUAL AGREEMENT - SINGLES	2205406 550250		2026/8	24.38
				104-129-0-7 01202026	FY26 ANNUAL AGREEMENT - SINGLES	2205406 550250		2026/8	24.71
				873-526-0-6 01202026	FY26 ANNUAL AGREEMENT - SINGLES	2205406 550250		2026/8	24.81
				967-889-0-7 01202026	FY26 ANNUAL AGREEMENT - SINGLES	2205406 550250		2026/8	24.50
				665-752-0-2 01222026	FY26 ANNUAL AGREEMENT SINGLES	2205406 550250		2026/8	23.96
				122-107-0-3 01222026	FY26 ANNUAL AGREEMENT SINGLES	2205400 550250		2026/8	24.71
				333-030-0-6 01232026	FY26 ANNUAL AGREEMENT - SINGLES	2205406 550250		2026/8	24.28
				626-029-0-4 01232026	FY26 ANNUAL AGREEMENT - SINGLES	2205406 550250		2026/8	24.59
				401-274-0-3 01232026	FY26 ANNUAL AGREEMENT - SINGLES	2205406 550250		2026/8	67.06
				821-338-0-4 02032026	FY26 ANNUAL AGREEMENT SINGLES	2205405 550250		2026/8	62,039.03
				844-103-0-2 01302026	FY26 ANNUAL AGREEMENT 955-844-103-	2205100 550250		2026/8	3,000.25
					Total For Check #	336438			68,316.60
02/12/2026	336439	5461 ALL STATE ELECTRIC MOTORS, SI-1551			Filter Spraybar Motor	2205410 560450		2026/8	1,398.63
					Total For Check #	336439			1,398.63
02/12/2026	336441	4935 AMAZON.COM SALES INC	1QYQ-4NYW-FXHM		OFFICE SUPPLIES	2201503 560230		2026/8	11.31
			14TY-3R3G-7QH7		ITEM: Kleenex Professional Facial Tissue,	2205305 560230		2026/8	21.20
			14TY-3R3G-7QH7		ITEM: Kleenex Professional Facial Tissue,	2205305 560240		2026/8	320.00
			16TD-DLX1-61F3		Spinner for Recycle Education	2205010 550310		2026/8	75.99
			1DN7-HTJL-3XGH		T post Driver-Kinneth Booth	2205115 570170	2651050	2026/8	312.60
			1F7D-JN11-7G4N		ITEM: Silicone Mat 35.4"x23.6" Silicone	2205130 560230		2026/8	22.49
			1GR4-Q1M4-CRW9		OFFICE SUPPLIES	2201503 560030		2026/8	257.24
			1TJ1-1LPM-DLPD		ITEM: Kleenex Professional Facial Tissue,	2205305 560230		2026/8	37.39
			1QVV-KMHN-C7GC		PW STOCK	220 141000		2026/8	509.40
					Total For Check #	336441			1,567.62
02/12/2026	336442	2508 AMERIFLEX HOSE &		516328	BLANKET PO - HOSES & FITTINGS	2205305 560230		2026/8	210.00
					Total For Check #	336442			210.00
02/12/2026	336443	11 ANCHOR STONE CO		260170309	BLANKET PO (BACKUP BIDDER#2 FOR	2205400 570150	2254400	2026/8	162.60
					Total For Check #	336443			162.60
02/12/2026	336444	434 ANIXTER INC		37T079502	Cameras @ the WTP Maint Bldg	2205405 570170	2554400	2026/8	3,431.71
					Total For Check #	336444			3,431.71

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		NAME	INVOICE	DESCRIPTION				
02/12/2026	336445	4846 APAC-CENTRAL, INC.	7002393551	BLANKET PO FOR AGGREGATE	2205400 570150	2254400	2026/8	219.82
					Total For Check # 336445			219.82
02/12/2026	336446	885 ATWOOD DISTRIBUTING LP	3758	BLANKET PO SAFETY SHOES & MISC	2205405 560230		2026/8	545.08
			3770	BLANKET PO SAFETY SHOES & MISC	2205406 560230		2026/8	154.99
			3769	BLANKET PO SAFETY SHOES & MISC	2205403 560230		2026/8	48.41
					Total For Check # 336446			748.48
02/12/2026	336449	4669 BLACKHAWK INDUSTRIAL	00446186	SPECIALTY HARDWARE FOR STORM	2205305 560230		2026/8	31.50
					Total For Check # 336449			31.50
02/12/2026	336456	20 BROKEN ARROW LAWN &	129484	BLANKET PO FOR MISC	2205305 560230		2026/8	9.23
			129622	BLANKET PO FOR MISC	2205305 560230		2026/8	72.32
			129737	BLANKET PO FOR MISC	2205305 560230		2026/8	50.00
			129736	BLANKET PO FOR MISC	2205305 560230		2026/8	40.00
					Total For Check # 336456			171.55
02/12/2026	336460	3526 CENTRAL POWER SYSTEMS &	R111001717:01	UNIT # 2224	2205400 540200		2026/8	17,745.24
					Total For Check # 336460			17,745.24
02/12/2026	336461	2083 CHEMTRADE CHEMICALS US	90353399	BLANKET PO FOR LIQUID AMMONIUM	2205405 560340		2026/8	18,963.50
			90353400	BLANKET PO FOR LIQUID AMMONIUM	2205405 560340		2026/8	7,294.00
					Total For Check # 336461			26,257.50
02/12/2026	336463	1391 CLEAN THE UNIFORM CO	52153033	STREETS/STORMWATER UNIFORMS	2205305 540310		2026/8	161.55
			52153033	STREETS/STORMWATER UNIFORMS	2205305 540330		2026/8	6.64
			52154133	STREETS/STORMWATER UNIFORMS	2205305 540310		2026/8	161.12
			52154133	STREETS/STORMWATER UNIFORMS	2205305 540330		2026/8	6.64
			52155245	STREETS/STORMWATER UNIFORMS	2205305 540310		2026/8	161.12
			52155245	STREETS/STORMWATER UNIFORMS	2205305 540330		2026/8	6.64
			52156339	STREETS/STORMWATER UNIFORMS	2205305 540310		2026/8	161.12
			52156339	STREETS/STORMWATER UNIFORMS	2205305 540330		2026/8	6.64
			52157448	STREETS/STORMWATER UNIFORMS	2205305 540310		2026/8	161.12
			52157448	STREETS/STORMWATER UNIFORMS	2205305 540330		2026/8	9.58
			52158571	STREETS/STORMWATER UNIFORMS	2205305 540310		2026/8	167.83
			52158571	STREETS/STORMWATER UNIFORMS	2205305 540330		2026/8	11.53
			52159684	STREETS/STORMWATER UNIFORMS	2205305 540310		2026/8	157.18
			52159684	STREETS/STORMWATER UNIFORMS	2205305 540330		2026/8	11.53

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		NAME	INVOICE	DESCRIPTION				
			52160789	STREETS/STORMWATER UNIFORMS	2205305 540310		2026/8	157.18
			52160789	STREETS/STORMWATER UNIFORMS	2205305 540330		2026/8	11.53
			52161968	STREETS/STORMWATER UNIFORMS	2205305 540310		2026/8	157.18
			52161968	STREETS/STORMWATER UNIFORMS	2205305 540330		2026/8	11.53
			52165269	STREETS/STORMWATER UNIFORMS	2205305 540310		2026/8	156.93
			52165269	STREETS/STORMWATER UNIFORMS	2205305 540330		2026/8	13.49
			52163068	STREETS/STORMWATER UNIFORMS	2205305 540310		2026/8	156.93
			52163068	STREETS/STORMWATER UNIFORMS	2205305 540330		2026/8	13.49
			52164185	STREETS/STORMWATER UNIFORMS	2205305 540310		2026/8	156.93
			52164185	STREETS/STORMWATER UNIFORMS	2205305 540330		2026/8	13.49
			52176603	52176603	2205410 540310		2026/8	31.92
			52176603	52176603	2205410 540330		2026/8	0.68
			52176603	52176603	2205410 540330		2026/8	3.75
				Total For Check #	336463			2,075.27
02/12/2026	336466	1270 CORE & MAIN	CNV1000020166	12" FLGxMJ Tee C153 IMP	2205400 560400		2026/8	1,077.29
			PNV0000009041	CITY COUNCIL APPROVED 06/02/25	2205400 570150	2554790	2026/8	45,625.00
				Total For Check #	336466			46,702.29
02/12/2026	336468	4794 DAIHOS FIRST CHOICE	TU-1020963	TU-1020963	2201503 560230		2026/8	58.95
				Total For Check #	336468			58.95
02/12/2026	336470	634 DELL MARKETING L.P.	10859892431	Dell Pro 14 Plus PB14250 - Brandy parks	2205401 560240		2026/8	242.99
				Total For Check #	336470			242.99
02/12/2026	336471	3307 DP SUPPLY	3000371	Marmac couplers-For: Matt Duran	2205305 560240		2026/8	580.00
				Total For Check #	336471			580.00
02/12/2026	336472	3418 DYKMAN ELECTRICAL INC	0755683-IN	YASK-GA800-N1 ADAPTER KIT	2205415 560410		2026/8	938.52
				Total For Check #	336472			938.52
02/12/2026	336473	2107 EMPIRE PRINTING	61878	SHIRTS JERRY SCHUBER - NEW	2205010 560100		2026/8	65.49
				Total For Check #	336473			65.49
02/12/2026	336476	2617 FROMAN	278592	FROMAN FOR STREETS LOCATION- TBD	220 142000		2026/8	10,298.47
				Total For Check #	336476			10,298.47
02/12/2026	336478	153 GELLCO UNIFORMS & SHOES	00305825	BLANKET PO FOR UNIFORMS/BOOTS	2205120 560100		2026/8	108.00

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		NAME	INVOICE	DESCRIPTION				
			00305767	BLANKET PO FOR UNIFORMS/BOOTS	2205130 560100		2026/8	170.99
			00305765	BLANKET PO FOR UNIFORMS/BOOTS	2205305 560100		2026/8	152.99
			00305671	BLANKET PO FOR UNIFORMS/BOOTS	2205405 560100		2026/8	161.99
			00305621	BLANKET PO FOR UNIFORMS/BOOTS	2205115 560100		2026/8	170.99
			00305540	BLANKET PO FOR UNIFORMS/BOOTS	2205415 560100		2026/8	200.00
			00305541	BLANKET PO FOR UNIFORMS/BOOTS	2205405 560100		2026/8	200.00
				Total For Check #	336478			1,164.96
02/12/2026	336480	5026 DALE GRAHAM	298	298 JAN 21, 2026	2205405 540070		2026/8	300.00
				Total For Check #	336480			300.00
02/12/2026	336481	76 GRAINGER	9789504306	20TP14 Fire Hose,50 ft,Red,Rubber	2205415 560240		2026/8	863.70
			9787145755	55 Gal oil drum for rotating assemblies	2205415 560410		2026/8	51.51
			9782870324	PW STOCK ORDER	220 141000		2026/8	135.72
				Total For Check #	336481			1,050.93
02/12/2026	336483	69 GRAPHIC RESOURCES &	426682	426682 JAN 22, 2026	2205210 560230		2026/8	636.82
				Total For Check #	336483			636.82
02/12/2026	336485	686 H G FLAKE SUPPLY CO	4217452-IN	BLANKET PO FOR PIPE FITTINGS	2205405 560450		2026/8	8,959.46
			0422354-IN	BLANKET PO FOR PIPE FITTINGS	2205405 560230		2026/8	276.20
			0422008-IN	BLANKET PO FOR PIPE FITTINGS	2205405 560230		2026/8	654.76
			4220801-IN	BLANKET PO FOR PIPE FITTINGS	2205405 560230		2026/8	79.04
			4220571-IN	BLANKET PO FOR PIPE FITTINGS	2205405 560230		2026/8	14.30
			4220081-IN	BLANKET PO FOR PIPE FITTINGS	2205405 560230		2026/8	29.68
				Total For Check #	336485			10,013.44
02/12/2026	336487	5440 HHM FACILITY MANAGEMENT,	169591	CUSTODIAL BID# 25.161	2205305 540070		2026/8	9.58
			169591	CUSTODIAL BID# 25.161	2201700 540280		2026/8	34.47
			169592	CUSTODIAL BID# 25.161	2205305 540070		2026/8	48.55
			169592	CUSTODIAL BID# 25.161	2201700 540280		2026/8	174.78
			169593	CUSTODIAL BID# 25.161	2205305 540070		2026/8	43.16
			169593	CUSTODIAL BID# 25.161	2201700 540280		2026/8	155.36
			169594	CUSTODIAL BID# 25.161	2205305 540070		2026/8	37.76
			169594	CUSTODIAL BID# 25.161	2201700 540280		2026/8	135.94
			169595	CUSTODIAL BID# 25.161	2205305 540070		2026/8	3.51
			169595	CUSTODIAL BID# 25.161	2201700 540280		2026/8	12.62
			169596	CUSTODIAL BID# 25.161	2205305 540070		2026/8	15.10

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		NAME	INVOICE	DESCRIPTION				
			169596	CUSTODIAL BID# 25.161	2201700 540280		2026/8	54.38
			169597	CUSTODIAL BID# 25.161	2205305 540070		2026/8	25.89
			169597	CUSTODIAL BID# 25.161	2201700 540280		2026/8	93.22
			169598	CUSTODIAL BID# 25.161	2205305 540070		2026/8	26.97
			169598	CUSTODIAL BID# 25.161	2201700 540280		2026/8	97.10
			169599	CUSTODIAL BID# 25.161	2205305 540070		2026/8	33.71
			169599	CUSTODIAL BID# 25.161	2201700 540280		2026/8	121.37
			169600	CUSTODIAL BID# 25.161	2205305 540070		2026/8	133.51
			169600	CUSTODIAL BID# 25.161	2201700 540280		2026/8	480.64
			169601	CUSTODIAL BID# 25.161	2205305 540070		2026/8	6.47
			169601	CUSTODIAL BID# 25.161	2201700 540280		2026/8	23.30
			169602	CUSTODIAL BID# 25.161	2205305 540070		2026/8	10.79
			169602	CUSTODIAL BID# 25.161	2201700 540280		2026/8	38.84
			169603	CUSTODIAL BID# 25.161	2205305 540070		2026/8	40.46
			169603	CUSTODIAL BID# 25.161	2201700 540280		2026/8	145.65
			169604	CUSTODIAL BID# 25.161	2205305 540070		2026/8	9.44
			169604	CUSTODIAL BID# 25.161	2201700 540280		2026/8	33.98
			169605	CUSTODIAL BID# 25.161	2205305 540070		2026/8	80.92
			169605	CUSTODIAL BID# 25.161	2201700 540280		2026/8	291.30
					Total For Check # 336487			2,418.77
02/12/2026	336488	1333 HOLLY MATERIAL HANDLING &	140020378	140020378	2205410 540290		2026/8	1,405.57
					Total For Check # 336488			1,405.57
02/12/2026	336489	2337 ICM OF AMERICA INC	089341	PW STOCK	220 141000		2026/8	174.02
					Total For Check # 336489			174.02
02/12/2026	336492	23 J D YOUNG COMPANY INC	1316555	LEASE & USAGE CHARGE FY26	2201503 540330		2026/8	104.37
			1316555	LEASE & USAGE CHARGE FY26	2205100 540330		2026/8	94.06
			1316555	LEASE & USAGE CHARGE FY26	2205115 540330		2026/8	87.60
			1316555	LEASE & USAGE CHARGE FY26	2205120 540330		2026/8	94.06
			1316555	LEASE & USAGE CHARGE FY26	2205130 540330		2026/8	89.08
			1316555	LEASE & USAGE CHARGE FY26	2205205 540330		2026/8	217.58
			1316555	LEASE & USAGE CHARGE FY26	2205305 540330		2026/8	94.06
			1316555	LEASE & USAGE CHARGE FY26	2205400 540330		2026/8	120.24
			1316555	LEASE & USAGE CHARGE FY26	2205404 540330		2026/8	104.03
			1316555	LEASE & USAGE CHARGE FY26	2205405 540330		2026/8	94.06
			1316555	LEASE & USAGE CHARGE FY26	2205410 540330		2026/8	94.06

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				1316555	LEASE & USAGE CHARGE FY26	2201503 540550		2026/8	87.72
				1316555	LEASE & USAGE CHARGE FY26	2205100 540550		2026/8	48.64
				1316555	LEASE & USAGE CHARGE FY26	2205115 540550		2026/8	16.68
				1316555	LEASE & USAGE CHARGE FY26	2205120 540550		2026/8	18.50
				1316555	LEASE & USAGE CHARGE FY26	2205130 540550		2026/8	43.79
				1316555	LEASE & USAGE CHARGE FY26	2205205 540550		2026/8	663.10
				1316555	LEASE & USAGE CHARGE FY26	2205305 540550		2026/8	0.18
				1316555	LEASE & USAGE CHARGE FY26	2205400 540550		2026/8	89.44
				1316555	LEASE & USAGE CHARGE FY26	2205404 540550		2026/8	8.19
				1316555	LEASE & USAGE CHARGE FY26	2205405 540550		2026/8	12.15
				1316555	LEASE & USAGE CHARGE FY26	2205410 540550		2026/8	28.78
				1316555	LEASE & USAGE CHARGE FY26	2201503 560230		2026/8	2.70
				1316555	LEASE & USAGE CHARGE FY26	2205100 560230		2026/8	2.70
				1316555	LEASE & USAGE CHARGE FY26	2205115 560230		2026/8	2.70
				1316555	LEASE & USAGE CHARGE FY26	2205120 560230		2026/8	2.70
				1316555	LEASE & USAGE CHARGE FY26	2205130 560230		2026/8	2.70
				1316555	LEASE & USAGE CHARGE FY26	2205205 560230		2026/8	2.70
				1316555	LEASE & USAGE CHARGE FY26	2205305 560230		2026/8	2.70
				1316555	LEASE & USAGE CHARGE FY26	2205404 560230		2026/8	0.41
				1316555	LEASE & USAGE CHARGE FY26	2205405 560230		2026/8	2.70
				1316555	LEASE & USAGE CHARGE FY26	2205410 560230		2026/8	2.70
					Total For Check #	336492			2,235.08
02/12/2026	336493	4973 JIM NORTON FORD		F4CS31716	UNIT #1917 - JEFF	2205305 540200		2026/8	230.00
					Total For Check #	336493			230.00
02/12/2026	336494	5131 KEVIN BEHE		15540	CITY COUNCIL 07/14/25	2205100 540070		2026/8	1.43
				15540	CITY COUNCIL 07/14/25	2205120 540070		2026/8	0.57
				15540	CITY COUNCIL 07/14/25	2205305 540070		2026/8	0.43
				15540	CITY COUNCIL 07/14/25	2205410 540070		2026/8	6.73
				15531	CITY COUNCIL 07/14/25	2205100 540070		2026/8	1.19
				15531	CITY COUNCIL 07/14/25	2205120 540070		2026/8	0.48
				15531	CITY COUNCIL 07/14/25	2205305 540070		2026/8	0.36
				15531	CITY COUNCIL 07/14/25	2205410 540070		2026/8	5.61
				15532	CITY COUNCIL 07/14/25	2205100 540070		2026/8	1.19
				15532	CITY COUNCIL 07/14/25	2205120 540070		2026/8	0.48
				15532	CITY COUNCIL 07/14/25	2205305 540070		2026/8	0.36
				15532	CITY COUNCIL 07/14/25	2205410 540070		2026/8	5.61

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		NAME	INVOICE	DESCRIPTION			
	15533		15533	CITY COUNCIL 07/14/25	2205100 540070	2026/8	1.19
	15533		15533	CITY COUNCIL 07/14/25	2205120 540070	2026/8	0.48
	15533		15533	CITY COUNCIL 07/14/25	2205305 540070	2026/8	0.36
	15533		15533	CITY COUNCIL 07/14/25	2205410 540070	2026/8	5.60
	15537		15537	CITY COUNCIL 07/14/25	2205100 540070	2026/8	0.72
	15537		15537	CITY COUNCIL 07/14/25	2205120 540070	2026/8	0.29
	15537		15537	CITY COUNCIL 07/14/25	2205305 540070	2026/8	0.21
	15537		15537	CITY COUNCIL 07/14/25	2205410 540070	2026/8	3.36
	15536		15536	CITY COUNCIL 07/14/25	2205100 540070	2026/8	1.43
	15536		15536	CITY COUNCIL 07/14/25	2205120 540070	2026/8	0.57
	15536		15536	CITY COUNCIL 07/14/25	2205305 540070	2026/8	0.43
	15536		15536	CITY COUNCIL 07/14/25	2205410 540070	2026/8	6.73
	15534		15534	CITY COUNCIL 07/14/25	2205100 540070	2026/8	1.43
	15534		15534	CITY COUNCIL 07/14/25	2205120 540070	2026/8	0.57
	15534		15534	CITY COUNCIL 07/14/25	2205305 540070	2026/8	0.43
	15534		15534	CITY COUNCIL 07/14/25	2205410 540070	2026/8	6.73
	15535		15535	CITY COUNCIL 07/14/25	2205100 540070	2026/8	1.43
	15535		15535	CITY COUNCIL 07/14/25	2205120 540070	2026/8	0.57
	15535		15535	CITY COUNCIL 07/14/25	2205305 540070	2026/8	0.43
	15535		15535	CITY COUNCIL 07/14/25	2205410 540070	2026/8	6.73
	15538		15538	CITY COUNCIL 07/14/25	2205100 540070	2026/8	0.72
	15538		15538	CITY COUNCIL 07/14/25	2205120 540070	2026/8	0.29
	15538		15538	CITY COUNCIL 07/14/25	2205305 540070	2026/8	0.21
	15538		15538	CITY COUNCIL 07/14/25	2205410 540070	2026/8	3.36
	15539		15539	CITY COUNCIL 07/14/25	2205100 540070	2026/8	1.55
	15539		15539	CITY COUNCIL 07/14/25	2205120 540070	2026/8	0.62
	15539		15539	CITY COUNCIL 07/14/25	2205305 540070	2026/8	0.46
	15539		15539	CITY COUNCIL 07/14/25	2205410 540070	2026/8	7.29
	15543		15543	CITY COUNCIL 07/14/25	2205100 540070	2026/8	0.96
	15543		15543	CITY COUNCIL 07/14/25	2205120 540070	2026/8	0.38
	15543		15543	CITY COUNCIL 07/14/25	2205305 540070	2026/8	0.28
	15543		15543	CITY COUNCIL 07/14/25	2205410 540070	2026/8	4.48
	15542		15542	CITY COUNCIL 07/14/25	2205100 540070	2026/8	0.96
	15542		15542	CITY COUNCIL 07/14/25	2205120 540070	2026/8	0.38
	15542		15542	CITY COUNCIL 07/14/25	2205305 540070	2026/8	0.28
	15542		15542	CITY COUNCIL 07/14/25	2205410 540070	2026/8	4.48
	15530		15530	CITY COUNCIL 07/14/25	2205100 540070	2026/8	0.96
	15530		15530	CITY COUNCIL 07/14/25	2205120 540070	2026/8	0.38

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		NAME	INVOICE	DESCRIPTION				
			15530	CITY COUNCIL 07/14/25	2205305 540070		2026/8	0.28
			15530	CITY COUNCIL 07/14/25	2205410 540070		2026/8	4.48
			15545	CITY COUNCIL 07/14/25	2205100 540070		2026/8	3.10
			15545	CITY COUNCIL 07/14/25	2205120 540070		2026/8	1.24
			15545	CITY COUNCIL 07/14/25	2205305 540070		2026/8	0.93
			15545	CITY COUNCIL 07/14/25	2205410 540070		2026/8	14.57
			15546	CITY COUNCIL 07/14/25	2205100 540070		2026/8	1.19
			15546	CITY COUNCIL 07/14/25	2205120 540070		2026/8	0.48
			15546	CITY COUNCIL 07/14/25	2205305 540070		2026/8	0.36
			15546	CITY COUNCIL 07/14/25	2205410 540070		2026/8	5.61
					Total For Check # 336494			124.41
02/12/2026	336495	124 KIMS INTERNATIONAL	0154868-IN	BLANKET PO - MISC. FITTINGS	2205305 560230		2026/8	62.76
			0154814-INA	BLANKET PO - MISC. FITTINGS	2205415 540200		2026/8	55.26
					Total For Check # 336495			118.02
02/12/2026	336496	1050 LAFERRY'S LP GAS COMPANY	00059675	BLANKET PO FOR PROPANE	2205405 560210		2026/8	66.50
					Total For Check # 336496			66.50
02/12/2026	336497	152 LIBERTY FLAGS	120472	FLAG, UNITED STATES NYLON 4' X 6'	220 141000		2026/8	328.90
					Total For Check # 336497			328.90
02/12/2026	336500	131 LOCKE SUPPLY COMPANY	57444313-00	BLANKET PO FOR PLUMBING &	2205410 560230		2026/8	128.04
			57499104-00	BLANKET PO FOR PLUMBING &	2205410 560180		2026/8	26.23
			57525931-00	BLANKET PO FOR PLUMBING &	2205100 560180		2026/8	54.91
			57501314-00	BLANKET PO FOR PLUMBING &	2205400 570150	2254400	2026/8	53.52
			57507387-00	BLANKET PO FOR PLUMBING &	2205410 560180		2026/8	7.78
					Total For Check # 336500			270.48
02/12/2026	336502	4878 LUBRICATION SPECIALISTS,	PI0008494	PW STOCK	220 141000		2026/8	4,800.00
			PI0008620	PW STOCK	220 141000		2026/8	4,800.00
					Total For Check # 336502			9,600.00
02/12/2026	336506	1429 MIDWEST BLOCK & BRICK	32270051	PW STOCK ORDER	220 141000		2026/8	1,156.80
					Total For Check # 336506			1,156.80
02/12/2026	336507	1592 MORTON SALT INC	5404019013	BLANKET PO FOR WTP SALT	2205405 560340		2026/8	9,003.89
					Total For Check # 336507			9,003.89

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		NAME	INVOICE	DESCRIPTION				
02/12/2026	336510	25 NAPA AUTO PARTS	23231	7182	2205410 560200		2026/8	10.71
			23231	3788	2205410 560200		2026/8	28.17
			23231	3966	2205410 560200		2026/8	16.32
			23231	9082	2205410 560200		2026/8	12.77
			23231	2812	2205410 560200		2026/8	87.45
			23231	15W40BULK	2205410 560210		2026/8	55.08
			23234	KR45086B581	2205403 560190		2026/8	4,111.12
			23234	R551151120	2205403 560200		2026/8	155.29
			23235	789DEF	2205305 560210		2026/8	1,022.12
			23254	MG3072RS1	2205010 560200		2026/8	363.58
			23202	F244465DUEL	2205010 560190		2026/8	1,357.66
			23121	FS20194	2205305 560200		2026/8	-93.93
			23121	600515	2205305 560200		2026/8	-53.43
			23123	600515	2205305 560200		2026/8	53.43
			23123	FS20194	2205305 560200		2026/8	93.93
			23132	12815	2205305 560200		2026/8	27.78
			23132	TK20	2205305 560200		2026/8	611.11
			023259	388BDM	2205010 560190		2026/8	2,394.16
			023259	9006N	2205010 560200		2026/8	8.10
			023259	787102	2205010 560200		2026/8	5.77
			023272	FS20194	2205305 560200		2026/8	93.93
			023272	600515	2205305 560200		2026/8	53.43
			023272	400107	2205305 560200		2026/8	40.89
			023272	15W40BULK	2205305 560210		2026/8	134.64
			023273	SG03020014	2205305 560200		2026/8	42.80
			023273	29558329	2205305 560200		2026/8	128.38
			023273	4329012482	2205305 560200		2026/8	114.67
			023273	HDATAFBULK	2205210 560210		2026/8	192.28
			023275	518202	2205010 560200		2026/8	173.34
			023275	80632	2205010 560200		2026/8	7.31
			023278	CT001265900AA	2205010 560200		2026/8	140.53
			023283	46AWBULK	2205010 560210		2026/8	182.40
			023294	500860	2205305 560200		2026/8	50.81
			023294	7010031	2205305 560200		2026/8	89.78
			023294	7730	2205305 560200		2026/8	5.92
			023294	3192	2205305 560200		2026/8	13.11
			023294	7193354	2205305 560200		2026/8	73.54

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		NAME	INVOICE	DESCRIPTION			
	023294		7176099	2205305 560200		2026/8	90.76
	023294		15W40BULK	2205305 560210		2026/8	36.72
	023296		820555C	2205305 560200		2026/8	551.71
	023296		7540BW8	2205305 560200		2026/8	45.36
	023296		75NRG	2205305 560200		2026/8	33.93
	023300		4410511V4410124VIM	2205010 560200		2026/8	276.56
	023302		X004LCCOU3	2205010 560200		2026/8	73.31
	023302		X003S9DSSH	2205010 560200		2026/8	86.66
	023302		MO1088	2205010 560200		2026/8	43.32
	023308		85W140BULK	2205010 560210		2026/8	152.01
	023308		46AWBULK	2205010 560210		2026/8	36.48
	023309		HDATFBULK	2205305 560210		2026/8	202.40
	023309		15W40BULK	2205305 560210		2026/8	6.12
	023324		2138	2205010 560200		2026/8	680.00
	023324		2716	2205010 560200		2026/8	200.00
	023333		85W140BULK	2205010 560210		2026/8	157.64
	023333		46AWBULK	2205010 560210		2026/8	57.00
	023335		84388999	2205305 560200		2026/8	491.33
	023341		TT75COMBOBLK	2205305 560200		2026/8	1,964.39
	023341		WG10B	2205305 560200		2026/8	716.67
	023346		HDATFBULK	2205305 560210		2026/8	141.68
	023348		MTP65HD	2205120 560200		2026/8	153.07
	023351		0435960000	2205010 560200		2026/8	1,058.32
	023356		388BDM	2205010 560190		2026/8	1,197.08
	023357		9275	2205305 560200		2026/8	41.79
	023357		550160	2205305 560200		2026/8	33.43
	023357		600128	2205305 560200		2026/8	25.53
	023357		DZ115390	2205305 560200		2026/8	55.67
	023357		7750S	2205305 560200		2026/8	13.84
	023357		9276	2205305 560200		2026/8	27.69
	023357		15W40BULK	2205210 560210		2026/8	30.60
	023395		MTP94RH7	2205410 560200		2026/8	144.29
	023399		10C842416	2205305 560200		2026/8	72.44
	023399		6338757	2205305 560200		2026/8	849.53
	023399		60161	2205305 560200		2026/8	7.58
	023144		F013868	2205120 560190		2026/8	773.12
	023163		789DEF	2205010 560210		2026/8	1,022.12
	023165		9979A	2205120 560240		2026/8	1,522.89

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				023169	MTP94RH7	2205010 560200		2026/8	217.38
				023171	GBEK4711Q23STD	2205010 560200		2026/8	123.34
				023171	3807AX	2205010 560200		2026/8	558.20
				023176	MT27	2205415 560200		2026/8	155.89
				023180	366BDM	2205010 560190		2026/8	1,581.88
				023452	F244465FLATFACE	2205305 560190		2026/8	1,353.22
				023455	1082666	2205010 560200		2026/8	148.88
				023457	152249	2205010 560190		2026/8	1,200.00
				023458	MTP65HD	2205120 560200		2026/8	153.07
				023459	MTX48H6	2205400 560200		2026/8	244.82
				023464	31MHD	2205410 560200		2026/8	272.80
				023466	5461550RX	2205010 560200		2026/8	529.72
				023466	5461550RX	2205010 560200		2026/8	133.00
				023467	F244465DUEL	2205010 560190		2026/8	1,357.66
				023472	31MHD	2205305 560200		2026/8	272.80
				023475	4324709202	2205010 560200		2026/8	172.22
				023476	6382091RX	2205010 560200		2026/8	1,638.82
				023476	6382091RX	2205010 560200		2026/8	266.00
				023478	6382091RX	2205010 560200		2026/8	-1,638.82
				023478	6382091RX	2205010 560200		2026/8	-266.00
				023479	MTP24	2205305 560200		2026/8	201.74
				23481	0427483001	2205010 560200		2026/8	736.10
				023483	44143612IM	2205305 560200		2026/8	287.67
					Total For Check # 336510				34,578.38
02/12/2026	336511			23217	927658	2205010 560200		2026/8	46.02
				23217	XTAUTO	2205010 560200		2026/8	22.21
				23217	502	2205010 560200		2026/8	45.44
				23227	K371017	2205010 560200		2026/8	79.62
				23228	PF46235	2205305 560200		2026/8	38.34
				23229	FF63041NN	2205010 560200		2026/8	49.64
				23230	XPS301	2205010 560200		2026/8	103.39
				23239	502	2205410 560200		2026/8	45.44
				23206	84210211	2205010 560200		2026/8	36.30
				23206	84215791	2205010 560200		2026/8	19.30
				23116	7502	2205400 560200		2026/8	4.25
				23116	6026PP	2205400 560200		2026/8	12.64
				23116	6020PP	2205400 560200		2026/8	10.74

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		NAME	INVOICE	DESCRIPTION			
	23116		23116	5W30BULK	2205400 560210	2026/8	50.40
	23117		23117	1372	2205400 560200	2026/8	4.25
	23117		23117	200905	2205400 560200	2026/8	20.38
	23117		23117	230266	2205400 560200	2026/8	10.91
	23117		23117	15W40BULK	2205400 560210	2026/8	45.90
	23122		23122	7060	2205404 560200	2026/8	4.25
	23122		23122	5W20BULK	2205400 560210	2026/8	23.66
	23122		23122	20811	2205400 560210	2026/8	24.39
	23122		23122	115	2205400 560210	2026/8	15.50
	23122		23122	2413	2205400 560230	2026/8	6.34
	23130		23130	1372	2205305 560200	2026/8	4.25
	23130		23130	230266	2205305 560200	2026/8	10.91
	23130		23130	200697	2205305 560200	2026/8	29.51
	23130		23130	5W30BULK	2205305 560210	2026/8	29.40
	023258		023258	AN125001001	2205010 560200	2026/8	45.84
	023261		023261	46AWBULK	2205010 560210	2026/8	82.08
	023274		023274	CT001795900OA	2205010 560200	2026/8	93.36
	023279		023279	85805	2205410 560210	2026/8	45.06
	023288		023288	00003500537	2205305 560200	2026/8	7.93
	023288		023288	6231	2205305 560210	2026/8	29.68
	023303		023303	CA009562030	2205010 560200	2026/8	110.81
	023305		023305	LS102824V10	2205010 560200	2026/8	43.11
	023310		023310	46AWBULK	2205010 560210	2026/8	38.76
	023315		023315	100010	2205405 560200	2026/8	4.55
	023315		023315	4017	2205405 560200	2026/8	8.00
	023315		023315	9756	2205405 560200	2026/8	14.86
	023315		023315	0W20BULK	2205405 560210	2026/8	21.48
	023315		023315	9080XL	2205405 560230	2026/8	16.67
	023321		023321	7272503	2205010 560200	2026/8	59.53
	023326		023326	7060	2205400 560200	2026/8	4.25
	023326		023326	2725	2205400 560200	2026/8	15.92
	023326		023326	3157NAN	2205400 560200	2026/8	1.20
	023326		023326	5W20BULK	2205400 560210	2026/8	23.66
	023340		023340	K371017	2205010 560200	2026/8	79.62
	023340		023340	FF63041NN	2205010 560200	2026/8	49.93
	023342		023342	HDRTU1GAL	2205010 560210	2026/8	51.48
	023345		023345	GR14CHTR	2205305 560210	2026/8	50.80
	023354		023354	GR14CHTR	2205400 560210	2026/8	50.80

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				023359	4469	2205305 560200		2026/8	17.44
				023359	IC584	2205305 560200		2026/8	35.48
				023369	61PM50	2205210 560200		2026/8	62.78
				023377	735300	2205010 560230		2026/8	53.00
				023379	7151	2205400 560200		2026/8	15.05
				023379	300458	2205400 560200		2026/8	49.89
				023379	230266	2205400 560200		2026/8	10.91
				023379	15W40BULK	2205400 560210		2026/8	45.90
				023382	0435960000	2205010 560200		2026/8	-1,058.32
				023382	0435959002	2205010 560200		2026/8	1,155.54
				023384	600564	2205010 560200		2026/8	34.14
				023384	3788	2205010 560200		2026/8	28.17
				023386	7502	2205410 560200		2026/8	4.25
				023386	230266	2205410 560200		2026/8	10.91
				023386	9883	2205410 560200		2026/8	12.73
				023386	5W20BULK	2205410 560210		2026/8	27.04
				023388	AN225001001	2205010 560200		2026/8	101.27
				023389	FT8909F	2205305 560200		2026/8	69.86
				023392	RAV4140011	2205305 560200		2026/8	50.17
				023392		2205305 560200		2026/8	19.59
				023401	HYJ00155	2205010 560200		2026/8	78.37
				023401		2205010 560200		2026/8	25.68
				023135	7502	2205415 560200		2026/8	4.25
				023135	126231	2205415 560210		2026/8	69.98
				023135	126232	2205415 560210		2026/8	14.28
				023450	46AWBULK	2205010 560210		2026/8	77.52
				023470	0352650001	2205010 560200		2026/8	87.24
				023471	HDATFBULK	2205010 560210		2026/8	60.72
				023473	4329012482	2205010 560200		2026/8	127.78
				023474	25450H	2205010 560200		2026/8	46.78
				023486	RHINO	2205010 560230		2026/8	62.22
						Total For Check # 336511			3,143.38
02/12/2026	336512			23216	9326682	2205120 560230		2026/8	14.41
				23218	8822	2205010 560230		2026/8	7.49
				23236	2741	2205010 560230		2026/8	11.09
				23244	2741	2205120 560230		2026/8	22.18
				23247	3079	2205010 560210		2026/8	12.74

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		NAME	INVOICE	DESCRIPTION			
	23252		2313648125	2205010 560200		2026/8	18.60
	23184		889787	2205010 560210		2026/8	14.70
	23187		9003N	2205010 560200		2026/8	17.66
	23188		SW050	2205305 560230		2026/8	3.29
	23188		AHDWMPHDC1	2205305 560230		2026/8	7.84
	23191		7502	2205305 560200		2026/8	4.25
	23191		5W30BULK	2205305 560210		2026/8	29.40
	23194		7502	2205415 560200		2026/8	4.25
	23194		5W30BULK	2205415 560210		2026/8	25.20
	23194		2413	2205415 560230		2026/8	6.34
	23195		1372	2205400 560200		2026/8	4.25
	23195		5W20BULK	2205400 560210		2026/8	20.28
	23196		7680	2205010 560230		2026/8	20.86
	23210		789DEF	2205400 560210		2026/8	11.11
	23214		5411449	2205120 560230		2026/8	6.66
	23114		789DEF	2205403 560210		2026/8	11.11
	23118		9080XL	2205120 560230		2026/8	15.56
	23119		7151	2205400 560200		2026/8	15.05
	23119		1372	2205400 560200		2026/8	-4.25
	023260		105631	2205305 560230		2026/8	6.93
	023264		HDRTU1GAL	2205415 560210		2026/8	17.16
	023280		789DEF	2205410 560210		2026/8	11.11
	023284		46AWBULK	2205010 560210		2026/8	11.40
	023289		58173	2205120 560230		2026/8	33.32
	023297		786144	2205010 560200		2026/8	15.96
	023306		7151241	2205400 560200		2026/8	21.57
	023314		1275407	2205010 560230		2026/8	31.89
	023318		789DEF	2205010 560210		2026/8	11.11
	023332		RTU1GAL	2205305 560210		2026/8	17.22
	023347		2413	2205010 560230		2026/8	6.34
	023349		07999	2205010 560230		2026/8	14.34
	023361		BKMAT1415UL	2205120 560230		2026/8	13.87
	023363		789DEF	2205410 560210		2026/8	11.11
	023370		122494	2205305 560210		2026/8	10.74
	023376		550160	2205210 560200		2026/8	33.43
	023391		DEG002	2205305 560210		2026/8	19.93
	023397		200905	2205400 560200		2026/8	20.38
	023402		308898	2205403 560200		2026/8	11.96

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				023133	PKA0F3	2205403 560200		2026/8	3.64
				023133	6022HB	2205403 560200		2026/8	30.22
				023137	6022PP	2205403 560200		2026/8	21.48
				023137	6022HB	2205403 560200		2026/8	-30.22
				023138	7895771	2205120 560230		2026/8	15.54
				023143	7045	2205305 560200		2026/8	4.25
				023143	75110	2205305 560210		2026/8	29.76
				023146	8822	2205120 560230		2026/8	7.49
				023149	75130	2205305 560230		2026/8	3.09
				023149	AHDWMPHDC1	2205305 560230		2026/8	15.68
				023150	9080XL	2205305 560230		2026/8	15.56
				023166	9080XL	2205120 560230		2026/8	15.56
				023179	2413	2205010 560200		2026/8	12.68
				023449	H6054N	2205010 560200		2026/8	8.57
				023453	H6054BLN	2205010 560200		2026/8	13.79
				023454	06133	2205010 560200		2026/8	6.76
				023456	6022HB	2205400 560200		2026/8	30.22
				023468	950011K	2205010 560200		2026/8	31.20
				023482		2205010 560200		2026/8	25.00
				023484	X0048BFHAB	2205010 560200		2026/8	22.16
						Total For Check # 336512			902.27
02/12/2026	336513			23219	22475	2205120 560230		2026/8	5.76
				23237	ALCOHOL	2205120 560230		2026/8	4.42
				23240	34874	2205120 560230		2026/8	4.81
				23245	80050	2205410 560230		2026/8	6.24
				23182	28104	2205120 560240		2026/8	1.40
				023265	BP9006XSN	2205010 560200		2026/8	6.88
				023265	787102	2205010 560200		2026/8	-5.77
				023276	25676	2205010 560230		2026/8	5.05
				023316	3157NAN	2205405 560200		2026/8	1.20
				023330	7051211	2205400 560200		2026/8	2.28
				023336	903PAB2	2205403 560200		2026/8	2.36
				023364	34874	2205305 560230		2026/8	4.81
				023142	7701755	2205305 560200		2026/8	2.12
				023152	34874	2205120 560230		2026/8	4.81
				023167	12252	2205010 560230		2026/8	5.54
				023168	23305	2205305 560230		2026/8	3.32

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		NAME	INVOICE	DESCRIPTION				
			023469	4057LLN	2205406 560200		2026/8	1.91
			023477	H156	2205010 560200		2026/8	1.16
					Total For Check # 336513			58.30
02/12/2026	336515	2375 NEWMAN REGENCY GROUP	61459B47729	Bigwave Mixer 5 million tank	2205400 570170	2654560	2026/8	18,425.00
					Total For Check # 336515			18,425.00
02/12/2026	336516	5247 NEXLEVEL REDI MIX LLC	7110	Blanket PO for Concrete	2205305 560270		2026/8	217.50
			7294	Blanket PO for Concrete	2205305 560270		2026/8	2,072.00
			6450	Blanket PO for Concrete	2205305 560270		2026/8	976.00
			6574	Blanket PO for Concrete	2205305 560270		2026/8	725.00
			6145	Blanket PO for Concrete	2205305 560270		2026/8	465.00
			5501	Blanket PO for Concrete	2205305 560270		2026/8	357.50
					Total For Check # 336516			4,813.00
02/12/2026	336517	5149 OFFEN PETROLEUM LLC	INV1994929	FUEL FOR STREETS LOCATION - TBD	220 142000		2026/8	12,933.74
					Total For Check # 336517			12,933.74
02/12/2026	336518	4349 OKIE PACKAGING &	320777	PW STOCK	220 141000		2026/8	1,642.80
			320777BO	PW STOCK	220 141000		2026/8	842.40
					Total For Check # 336518			2,485.20
02/12/2026	336519	104 OKLAHOMA MUNICIPAL	12/04/2025	K. SCHWAB 2026 OMUP MEMBERSHIP	2201302 530850		2026/6	100.00
					Total For Check # 336519			100.00
02/12/2026	336520	1177 ONLINE INFORMATION	1369434	1369434	2201503 550280		2026/8	529.84
					Total For Check # 336520			529.84
02/12/2026	336527	4987 DAVE HARRISON	26104	SHIRT,TEE SIZE X LARGE PC61	220 141000		2026/8	2,577.50
					Total For Check # 336527			2,577.50
02/12/2026	336529	1678 PSI WATER TECHNOLOGIES	INV0009347	VFD, 1/4 HP 1PH 120V INPUT @ 6A, 230V	2205405 560450		2026/8	1,138.50
					Total For Check # 336529			1,138.50
02/12/2026	336531	2431 RITZ SAFETY LLC	7213825	PW STOCK-RAINWEAR JACKETS	220 141000		2026/8	1,116.00
			7220195	PW STOCK-RAINWEAR JACKETS	220 141000		2026/8	769.97
					Total For Check # 336531			1,885.97

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		NAME	INVOICE	DESCRIPTION				
02/12/2026	336532	1612 RITZ/LONE STAR SAFETY &	7182117	PW STOCK ORDER	220 141000		2026/8	1,100.00
					Total For Check # 336532			1,100.00
02/12/2026	336534	201 ROYAL PRINTING	67338	67338 JAN 30, 2026	2205210 550360		2026/8	16.50
					Total For Check # 336534			16.50
02/12/2026	336535	1725 RUSH TRUCK CENTERS OF	3043991646	Unit #2207-Jeff B.	2205010 540200		2026/8	8,238.31
			3044274083	UNIT # 2573 - JEFF BOHNER	2205010 540200		2026/8	2,140.51
					Total For Check # 336535			10,378.82
02/12/2026	336536	84 SAF T GLOVE INC	1052912-00	PW Stock-Emergency Winter stock	220 141000		2026/8	4,577.49
					Total For Check # 336536			4,577.49
02/12/2026	336538	335 SERVICE OKLAHOMA	L1773737944	L1773737944 FEB 3, 2026	2205415 560230		2026/8	53.90
			L1773737944	L1773737944 FEB 3, 2026	2205305 560230		2026/8	51.00
			L1773737944	L1773737944 FEB 3, 2026	2205010 560230		2026/8	51.00
			L1773737944	L1773737944 FEB 3, 2026	2205400 560230		2026/8	15.50
			L1753548760	L1753548760 FEB 2, 2026	2205305 560230		2026/8	16.00
					Total For Check # 336538			187.40
02/12/2026	336540	969 SHERWOOD CONSTRUCTION	296188	BLANKET PO (BACKUP BIDDER FOR	2205400 570150	2254400	2026/8	516.89
			296187	BLANKET PO (BACKUP BIDDER FOR	2205400 570150	2254400	2026/8	148.06
			296099	BLANKET PO (BACKUP BIDDER FOR	2205400 570150	2254400	2026/8	326.64
					Total For Check # 336540			991.59
02/12/2026	336545	4931 HOWARD DCIII LLC	449971	UNIT # 2437	2201700 540200		2026/8	603.10
					Total For Check # 336545			603.10
02/12/2026	336546	268 SOUTHERN TIRE MART	3510029241	UNIT 1666 - BRIAN	2205120 540200		2026/8	155.00
			3500290654	UNIT # 2413 - BRIAN GAYNOR	2205305 540200		2026/8	370.00
					Total For Check # 336546			525.00
02/12/2026	336550	723 THE MET	3033	FEB 2026 ASSESSMENT	2205010 550100		2026/8	14,002.67
					Total For Check # 336550			14,002.67
02/12/2026	336553	4962 TULSA WINWATER CO.	033505 01	CITY COUNCIL APPROVED 09//16/2025	2205403 570150	WL26020	2026/8	125,790.00
			033505 03	CITY COUNCIL APPROVED 09//16/2025	2205403 570150	WL26020	2026/8	31,001.79
			033732 01	(URGENT) SEWER LINE REPAIR	2205415 560400		2026/8	2,459.26

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		NAME	INVOICE	DESCRIPTION				
			033997 01	Mj Gaskets pack	2205400 560400		2026/8	1,935.00
					Total For Check # 336553			161,186.05
02/12/2026	336554	1808 TULSA'S GREEN COUNTRY	112988	112988 JAN 30, 2026	2205010 550370		2026/8	4,211.58
			112987	TEMP SERVICES FOR FLEET	2205120 550370		2026/8	756.16
					Total For Check # 336554			4,967.74
02/12/2026	336555	1496 TWIN CITIES READY MIX INC	316185	BLANKET PO FOR MISC	2205305 560270		2026/8	153.00
					Total For Check # 336555			153.00
02/12/2026	336556	744 UNITED RENTALS, INC	254505797-002	RENTAL REQ FOR DONNIE HILTON	2205403 540320		2026/8	2,238.00
					Total For Check # 336556			2,238.00
02/12/2026	336557	44 UTILITY SUPPLY	220682	construction meter accessories	2205400 560380		2026/8	736.16
			3001892	PW STOCK	220 141000		2026/8	99.50
			220007	PEX press parts	2205400 560380		2026/8	318.00
			220269	needed by Chris	2205400 560400		2026/8	428.00
					Total For Check # 336557			1,581.66
02/12/2026	336559	385 WATKINS SAND COMPANY INC	40539X	BLANKET PO FOR SAND BACKFILL	2205400 560270		2026/8	119.00
					Total For Check # 336559			119.00
02/12/2026	336561	1095 WINDSTREAM HOLDINGS II LLC	100738910 02042026	FY26 ANNUAL AGREEMENT	2205405 550220		2026/8	350.11
					Total For Check # 336561			350.11
02/19/2026	336564	4762 CHARLIE BRIGHT	PDR 03042026	PER DIEM BA DAY @ THE CAPITAL	2205205 550030		2026/8	56.00
					Total For Check # 336564			56.00
02/19/2026	336565	2520 DAVID REINKE	PDR 03032026	PER DIEM CONEXPO	2205305 550030		2026/8	258.00
					Total For Check # 336565			258.00
02/19/2026	336569	4879 MATT DURAN	PDR 03022026	PER DIEM CONEXPO	2205305 550030		2026/8	344.00
					Total For Check # 336569			344.00
02/19/2026	336572	999900 OTP - AR REFUNDS	190469		220 150807		2026/8	21.08
					Total For Check # 336572			21.08
02/19/2026	336573		190471		220 150807		2026/8	92.10

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						Total For Check # 336573			92.10
02/19/2026	336574			190468		220 150807		2026/8	40.00
						Total For Check # 336574			40.00
02/19/2026	336575			190470		220 150807		2026/8	7.63
						Total For Check # 336575			7.63
02/19/2026	336576			190475		220 150807		2026/8	6.56
						Total For Check # 336576			6.56
02/19/2026	336577			190472		220 150807		2026/8	76.12
						Total For Check # 336577			76.12
02/19/2026	336578			190473		220 150807		2026/8	23.88
						Total For Check # 336578			23.88
02/19/2026	336579			190464		220 150807		2026/8	1.07
						Total For Check # 336579			1.07
02/19/2026	336580			190465		220 150807		2026/8	1.07
						Total For Check # 336580			1.07
02/19/2026	336581			190466		220 150807		2026/8	1.07
						Total For Check # 336581			1.07
02/19/2026	336582			190467		220 150807		2026/8	1.07
						Total For Check # 336582			1.07
02/19/2026	336583			190476		220 150807		2026/8	1.61
						Total For Check # 336583			1.61
02/19/2026	336584			190474		220 150807		2026/8	26.10
				190474		220 150807		2026/8	21.44
						Total For Check # 336584			47.54
02/19/2026	336591	999905 OTP - TORT CLAIMS		TRT1773.2026	TORT CLAIM TRT1773.2026	2201700 550090		2026/8	199.00
						Total For Check # 336591			199.00

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		NAME	INVOICE	DESCRIPTION				
02/19/2026	336592	5640 RYAN EDWARD BROWN	2154250	2154250 COUNTY LINE TRUNK SWR PH	2205410 570080	2154250	2026/8	6,609.00
					Total For Check # 336592			6,609.00
02/19/2026	336596	822 ADDCO ELECTRIC INC.	26777	ELECTRICAL WORK AT WWTP (WATER	2205410 540070		2026/8	2,876.00
					Total For Check # 336596			2,876.00
02/19/2026	336598	149 AMERICAN ELECTRIC	453-184-0-8 01262026	FY26 ANNUAL AGREEMENT - 951-453-	2205406 550250		2026/8	24.81
			740-838-0-8 01262026	FY26 ANNUAL AGREEMENT - 951-740-	2205406 550250		2026/8	24.71
			304-214-4-7 01262026	FY26 ANNUAL AGREEMENT - 953-304-	2205406 550250		2026/8	25.10
			568-468-0-4 01262026	FY26 ANNUAL AGREEMENT - 957-568-	2205406 550250		2026/8	27.64
			965-664-0-3 01262026	FY26 ANNUAL AGREEMENT - 958-965-	2205406 550250		2026/8	28.04
			970-788-0-2 01262026	FY26 ANNUAL AGREEMENT - 950-970-	2205406 550250		2026/8	24.71
			305-287-1-0 02102026	FY26 ANNUAL AGREEMENT 955-305-287-	2205405 550250		2026/8	11,047.99
			540-379-4-6 01302026	FY26 ANNUAL AGREEMENT 954-540-379-	2205410 550250		2026/8	53,264.86
			050-621-1-9 02092026	FY26 ANNUAL AGREEMENT 953-050-621-	2205415 550250		2026/8	136.62
			324-103-0-2 01292026	FY26 ANNUAL AGREEMENT 958-324-103-	2205415 550250		2026/8	18,736.89
			581-031-0-9 01152026	FY26 ANNUAL AGREEMENT SINGLES	2205410 550250		2026/8	164.52
			581-031-0-9 12172025	FY26 ANNUAL AGREEMENT953-581-031-	2205410 550250		2026/8	59.57
			581-031-0-9 02132026	FY26 ANNUAL AGREEMENT SINGLES	2205410 550250		2026/8	203.02
			331-834-0-4 01202026	FY26 ANNUAL AGREEMENT 957-331-834-	2205415 550250		2026/8	42.41
					Total For Check # 336598			83,810.89
02/19/2026	336599	4918 AIRGAS, INC	9169148603	BLANKET PO WELDING MATERIAL	2205120 560240		2026/8	168.82
					Total For Check # 336599			168.82
02/19/2026	336601	4935 AMAZON.COM SALES INC	16KR-197X-CWVK	Marking Spray Paint-for Stormwater/Les	2205305 560230		2026/8	34.00
			11TH-P9JD-7V11	Retirement Party Supplies	2205210 560230		2026/8	19.98
			1W69-HD7M-7NMJ	FOR RYAN MOORE	2205415 560230		2026/8	154.83
			1VFD-JH1X-CDPT	REQ BY TOMMY FOR HIS RADIO	2205403 540500		2026/8	40.84
			1PQ4-RGWF-96CQ	Prize wheel	2205405 560230		2026/8	22.94
			13K3-7WL4-44M1	Batteries for XG-25P Radios - Whitson	2205415 560230		2026/8	370.38
			1XH7-VD3P-YDJ7	purchasing office supplies	2205130 560030		2026/8	38.95
			13LK-99FT-PHYK	ITEM: Kleenex Professional Facial Tissue,	2205305 560230		2026/8	180.90
			17MX-HY9P-RFQK	PW STOCK PER DUSTIN	220 141000		2026/8	38.97
			17MX-HY9P-RFQK	PW STOCK PER DUSTIN	2205130 560230		2026/8	39.99
			1HQF-YL1W-WHXF	REQ BY CHRIS HOUCK	2205400 560230		2026/8	25.50
			17PD-LCHF-LYR1	req by Chris Houck	2205400 560030		2026/8	19.96

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		NAME	INVOICE	DESCRIPTION				
			11V1-7RX4-9K64	Otter boxes-Matt Duran	2205305 560230		2026/8	88.58
			17M4-LP9Q-9DV9	pw stock	220 141000		2026/8	24.98
			141M-LY79-6HDJ	SHIRTS FOR ROGER STUBBS	2205120 560100		2026/8	54.36
			1X3R-6Q4Q-113F	THE CULTURE CODE BOOK - BLAKE	2205130 560280		2026/8	12.57
				Total For Check #	336601			1,167.73
02/19/2026	336604	1465 AMERICAN WASTE CONTROL	243429	HAUL BIOSOLIDS TO LANDFILL	2205410 540300		2026/8	39,507.39
			243429	HAUL BIOSOLIDS TO LANDFILL	2205410 540330		2026/8	585.00
			252724	ROLL OF DUMPSTER RENTAL AND	2205405 540320		2026/8	495.83
				Total For Check #	336604			40,588.22
02/19/2026	336605	2508 AMERIFLEX HOSE &	516163-C	BLANKET PO - HOSES & FITTINGS	2205410 560240		2026/8	-188.20
			517320	BLANKET PO - HOSES & FITTINGS	2205410 560230		2026/8	133.50
			517320	BLANKET PO - HOSES & FITTINGS	2205410 560230		2026/8	43.35
			517320	BLANKET PO - HOSES & FITTINGS	2205410 560240		2026/8	188.20
				Total For Check #	336605			176.85
02/19/2026	336607	4703 ASSOCIATED SUPPLY CO INC	SW0411888-1	UNIT # 1280 - JEFF BOHNER	2205400 540200		2026/8	19,556.11
				Total For Check #	336607			19,556.11
02/19/2026	336608	945 AYS LLC	309911	PORTABLE RESTROOM FOR JOBSITE	2205403 540330		2026/8	108.00
			311072	PORTABLE RESTROOM FOR JOBSITE	2205403 540330		2026/8	108.00
				Total For Check #	336608			216.00
02/19/2026	336612	1315 UNITED FORD SOUTH LLC	7826130	UNIT # 2373	2205400 540200		2026/8	259.95
				Total For Check #	336612			259.95
02/19/2026	336619	37 CINTAS CORPORATION	5317393610	BLANKET PO FOR ALL DEPARTMENT	2205305 560230		2026/8	215.07
			5317620810	BLANKET PO FOR ALL DEPARTMENT	2205120 560230		2026/8	51.30
			5317109201	BLANKET PO FOR ALL DEPARTMENT	2205115 540310		2026/8	49.97
			5317620806	BLANKET PO FOR ALL DEPARTMENT	2201700 550800		2026/8	193.59
			5317620808	BLANKET PO FOR ALL DEPARTMENT	2205120 560230		2026/8	55.34
			5317982207	BLANKET PO FOR ALL DEPARTMENT	2205410 560230		2026/8	100.89
				Total For Check #	336619			666.16
02/19/2026	336621	295 CITY OF TULSA	2156415 01302026	WATER USAGE FEES 204713-2156415	2205405 540930		2026/8	849.00
			2170373 01302026	WATER USAGE FEES 219045-2170373	2205405 540930		2026/8	279.50
				Total For Check #	336621			1,128.50

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		NAME	INVOICE	DESCRIPTION				
02/19/2026	336622	1391 CLEAN THE UNIFORM CO	52177712	UNIFORMS & OTHER RENTALS	2205405 540310		2026/8	57.60
			52177712	UNIFORMS & OTHER RENTALS	2205405 540330		2026/8	7.50
			52176601	UNIFORMS & OTHER RENTALS	2205405 540310		2026/8	57.60
			52176601	UNIFORMS & OTHER RENTALS	2205405 540330		2026/8	22.29
			52175509	UNIFORMS AND OTHER RENTALS	2205405 540310		2026/8	57.60
			52175509	UNIFORMS AND OTHER RENTALS	2205405 540330		2026/8	7.50
			52174357	UNIFORMS AND OTHER RENTALS	2205405 540310		2026/8	57.60
			52174357	UNIFORMS AND OTHER RENTALS	2205405 540330		2026/8	21.27
			52177713	UNIFORM SERVICE FLOOR MATS DUST	2205410 540310		2026/8	31.92
			52177713	UNIFORM SERVICE FLOOR MATS DUST	2205410 540330		2026/8	11.29
				Total For Check #	336622			332.17
02/19/2026	336623	3832 CLOSED LOOP FUND	1495	1495	2205010 584010		2026/8	30,952.38
			1496	1496	2205010 584010		2026/8	14,925.37
				Total For Check #	336623			45,877.75
02/19/2026	336625	1270 CORE & MAIN	PNV0000005784	PNV0000005784 PO 22500524 PRJ	2205410 570150	2554450	2026/8	6,653.34
			PNV0000005786	PNV0000005786 PO 22500524 PRJ	2205410 570150	2554450	2026/8	3,315.56
				Total For Check #	336625			9,968.90
02/19/2026	336628	4862 CRAWFORD ELECTRIC SUPPLY	S014504110.012	ELECTRONIC EQUIPMENT,	2205410 560450		2026/8	625.49
				Total For Check #	336628			625.49
02/19/2026	336630	5314 CROSS TIMBERS CONSULTING, BAMA-001.03		2454250 Bridge Repair Lynn Lane	2205415 570160	2454250	2026/8	3,452.05
				Total For Check #	336630			3,452.05
02/19/2026	336631	936 CROSSLAND HEAVY	PA 6 FINAL 2354180	LLWWTP Sludge Thickener Pump	2205410 570150	2554450	2026/8	10,966.25
			PA 4 2554450	LLWWTP Sludge Thickener Pump	2205410 570150	2554450	2026/8	69,794.81
				Total For Check #	336631			80,761.06
02/19/2026	336634	3307 DP SUPPLY	3001721	pw stock	220 141000		2026/8	1,400.00
				Total For Check #	336634			1,400.00
02/19/2026	336635	2168 EAGLE REDI-MIX CONCRETE	845692	845692 PO 22500524 PRJ 2554450	2205410 570150	2554450	2026/8	145.00
			845694	845694 PO 22500524 PRJ 2554450	2205410 570150	2554450	2026/8	145.00
				Total For Check #	336635			290.00

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		NAME	INVOICE	DESCRIPTION				
02/19/2026	336636	61 ELLIOTT ELECTRIC SUPPLY	134-91527-01	134-91527-01 PO 22500524 PRJ 2554450	2205410 570150	2554450	2026/8	71.43
			134-91530-01	134-91530-01 PO 22500524 PRJ 2554450	2205410 570150	2554450	2026/8	248.98
			134-86107-02	134-86107-02 PO 22500524 PRJ 2554450	2205410 570150	2554450	2026/8	88.43
				Total For Check # 336636				408.84
02/19/2026	336637	2107 EMPIRE PRINTING	62404A	Uniform hoodies & beanies	2205305 560100		2026/8	2,023.50
			62404A-BO	Uniform hoodies & beanies	2205305 560100		2026/8	219.50
			62597	SHIRTS FOR TREVOR BOLT	2205010 560100		2026/8	122.64
			61041	UNIFORM SHIRTS	2205305 560100		2026/8	518.25
			61283	UNIFORM SHIRTS	2205305 560100		2026/8	139.11
			62892	Shannons Uniforms	2205225 560100		2026/8	61.32
			62891	Jennifer Tillson Uniform	2205225 560100		2026/8	122.57
				Total For Check # 336637				3,206.89
02/19/2026	336639	66 FERGUSON WATERWORKS	0796379	PW STOCK ORDER	220 141000		2026/8	3,899.85
				Total For Check # 336639				3,899.85
02/19/2026	336640	1231 AT&T MOBILITY LLC	19339297X02082026	287319339297X02082026 JAN 31 2026	2205200 550220		2026/8	92.99
			19339297X02082026	287319339297X02082026 JAN 31 2026	2205405 550540		2026/8	134.11
			19339297X02082026	287319339297X02082026 JAN 31 2026	2205415 550540		2026/8	81.08
			19339297X02082026	287319339297X02082026 JAN 31 2026	2205205 550540		2026/8	185.98
			19339297X02082026	287319339297X02082026 JAN 31 2026	2205200 550540		2026/8	40.54
			19339297X02082026	287319339297X02082026 JAN 31 2026	2205010 550540		2026/8	125.48
			19339297X02082026	287319339297X02082026 JAN 31 2026	2205115 550540		2026/8	40.54
			19339297X02082026	287319339297X02082026 JAN 31 2026	2205400 550540		2026/8	121.62
			19339297X02082026	287319339297X02082026 JAN 31 2026	2205305 550540		2026/8	202.70
			19339297X02082026	287319339297X02082026 JAN 31 2026	2205230 550540		2026/8	52.45
			19339297X02082026	287319339297X02082026 JAN 31 2026	2205401 550540		2026/8	81.08
			19339297X02082026	287319339297X02082026 JAN 31 2026	2205130 550540		2026/8	81.08
				Total For Check # 336640				1,239.65
02/19/2026	336641		19128175X02082026	287319128175X02082026	2205010 550220		2026/8	86.73
			19128175X02082026	287319128175X02082026	2205115 550220		2026/8	33.01
			19128175X02082026	287319128175X02082026	2205120 550220		2026/8	142.20
			19128175X02082026	287319128175X02082026	2205200 550220		2026/8	341.90
			19128175X02082026	287319128175X02082026	2205210 550220		2026/8	52.45
			19128175X02082026	287319128175X02082026	2205400 550220		2026/8	65.14
			19128175X02082026	287319128175X02082026	2205405 550220		2026/8	47.40

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		NAME	INVOICE	DESCRIPTION				
			19128175X02082026	287319128175X02082026	2205406 550220		2026/8	30.89
			19128175X02082026	287319128175X02082026	2205415 550220		2026/8	38.26
			19128175X02082026	287319128175X02082026	2201205 550540		2026/8	75.72
			19128175X02082026	287319128175X02082026	2201700 550540		2026/8	162.16
			19128175X02082026	287319128175X02082026	2205010 550540		2026/8	237.88
			19128175X02082026	287319128175X02082026	2205115 550540		2026/8	197.81
			19128175X02082026	287319128175X02082026	2205130 550540		2026/8	40.54
			19128175X02082026	287319128175X02082026	2205200 550540		2026/8	112.66
			19128175X02082026	287319128175X02082026	2205205 550540		2026/8	140.39
			19128175X02082026	287319128175X02082026	2205210 550540		2026/8	40.54
			19128175X02082026	287319128175X02082026	2205305 550540		2026/8	352.91
			19128175X02082026	287319128175X02082026	2205400 550540		2026/8	816.45
			19128175X02082026	287319128175X02082026	2205401 550540		2026/8	114.40
			19128175X02082026	287319128175X02082026	2205405 550540		2026/8	40.54
			19128175X02082026	287319128175X02082026	2205406 550540		2026/8	1,266.88
			19128175X02082026	287319128175X02082026	2205410 550540		2026/8	31.29
			19128175X02082026	287319128175X02082026	2205415 550540		2026/8	282.88
					Total For Check # 336641			4,751.03
02/19/2026	336642	900 FORTILINE INC	7191410	PW STOCK HYDRANTS	220 141000		2026/8	20,798.32
			7225930	ALLEY ON MAIN STREET SEWER	2205415 570150	S.26050	2026/8	4,046.82
			7229013	PW STOCK	220 141000		2026/8	1,814.80
			7203305	PW STOCK ORDER	220 141000		2026/8	1,807.60
					Total For Check # 336642			28,467.54
02/19/2026	336644	153 GELLCO UNIFORMS & SHOES	00305936	BLANKET PO FOR UNIFORMS/BOOTS	2205305 560100		2026/8	200.00
					Total For Check # 336644			200.00
02/19/2026	336648	76 GRAINGER	9797369874	ISCC priming line parts	2205415 560410		2026/8	701.89
			9797369882	ISCC priming line parts	2205415 560410		2026/8	35.50
					Total For Check # 336648			737.39
02/19/2026	336649	77 GRAND RIVER DAM AUTHORITY	1382	ELECTRIC FOR OOWA PUMP STATION	2205405 550940		2026/8	201.53
					Total For Check # 336649			201.53
02/19/2026	336652	686 H G FLAKE SUPPLY CO	0422556-IN	BLANKET PO FOR PIPE FITTINGS	2205405 560230		2026/8	321.48
			4223541-IN	BLANKET PO FOR PIPE FITTINGS	2205405 560230		2026/8	1,608.34
					Total For Check # 336652			1,929.82

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		NAME	INVOICE	DESCRIPTION				
02/19/2026	336653	106 HACH COMPANY	14851724	BLANKET PO CHEM/LAB SUPPLIES	2205404 560340		2026/8	138.20
			14856902	BLANKET PO CHEM/LAB SUPPLIES	2205410 560340		2026/8	446.11
			14852532	BLANKET PO CHEM/LAB SUPPLIES	2205410 560340		2026/8	729.00
			14799242	BLANKET PO CHEM/LAB SUPPLIES	2205410 560340		2026/8	451.69
			14864239	BLANKET PO CHEM/LAB SUPPLIES	2205404 560340		2026/8	1,926.00
				Total For Check # 336653				3,691.00
02/19/2026	336654	4111 HAMPSHIRE INDUSTRIAL	260223	AIR COMPRESSOR RENTAL	2205405 540320		2026/8	1,650.00
				Total For Check # 336654				1,650.00
02/19/2026	336656	1144 HDR, INC	1200798023	ON CALL SERVICES	2205405 530870		2026/8	3,220.44
				Total For Check # 336656				3,220.44
02/19/2026	336658	4978 HIPOWER SYSTEMS	2026-022	BLANKET PO FOR BID# 26.122	2205410 540280		2026/8	154.28
			2026-022	BLANKET PO FOR BID# 26.122	2205410 540280		2026/8	154.28
			2026-022	BLANKET PO FOR BID# 26.122	2205415 540280		2026/8	154.28
			2026-022	BLANKET PO FOR BID# 26.122	2205410 540280		2026/8	154.28
			2026-021	CITY COUNCIL APPROVED 06/16/25	2205415 540280		2026/8	2,990.99
			2025-154	2025-154	2205415 540280		2026/8	168.63
				Total For Check # 336658				3,776.74
02/19/2026	336660	1333 HOLLY MATERIAL HANDLING &	140020406	FORKLIFT SERVICE & REPAIR	2205410 540290		2026/8	1,909.54
			147018914	FORKLIFT SERVICE AND REPAIR	2205410 540290		2026/8	236.67
				Total For Check # 336660				2,146.21
02/19/2026	336662	1582 IMPERIAL LLC	2870:8667958	2870:8667958	2205305 560230		2026/8	285.45
			2870:8716306	2870:8716306	2205305 560230		2026/8	56.95
			2870:8778211	2870:8778211	2205305 560230		2026/8	68.20
				Total For Check # 336662				410.60
02/19/2026	336663	4736 DUSTIN MANLY	10001394	10001394	2205120 540070		2026/8	350.00
				Total For Check # 336663				350.00
02/19/2026	336665	4087 KERR ENVIRONMENTAL	16849	CITRIC ACID WASTE HAUL OFF	2205405 540280		2026/8	718.75
				Total For Check # 336665				718.75
02/19/2026	336666	5131 KEVIN BEHE	15585	CITY COUNCIL 07/14/25	2205100 540070		2026/8	1.91

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		NAME	INVOICE	DESCRIPTION				
			15585	CITY COUNCIL 07/14/25	2205120 540070		2026/8	0.76
			15585	CITY COUNCIL 07/14/25	2205305 540070		2026/8	0.57
			15585	CITY COUNCIL 07/14/25	2205410 540070		2026/8	8.97
			15586	CITY COUNCIL 07/14/25	2205100 540070		2026/8	0.96
			15586	CITY COUNCIL 07/14/25	2205120 540070		2026/8	0.38
			15586	CITY COUNCIL 07/14/25	2205305 540070		2026/8	0.28
			15586	CITY COUNCIL 07/14/25	2205410 540070		2026/8	4.48
				Total For Check # 336666				18.31
02/19/2026	336667	124 KIMS INTERNATIONAL	0155123-IN	BLANKET PO - MISC. FITTINGS	2205305 560230		2026/8	137.02
				Total For Check # 336667				137.02
02/19/2026	336670	131 LOCKE SUPPLY COMPANY	57294771-00	BLANKET PO FOR PLUMBING &	2205400 560380		2026/8	12.14
			57557017-00	BLANKET PO FOR PLUMBING &	2205415 560400		2026/8	78.87
			57540707-00	BLANKET PO FOR PLUMBING &	2205100 560180		2026/8	29.44
			57553497-00	BLANKET PO FOR PLUMBING &	2205120 560180		2026/8	284.90
				Total For Check # 336670				405.35
02/19/2026	336674	908 MCMASTER CARR	59282426	Stainless Steel Bar	2205410 560230		2026/8	131.79
				Total For Check # 336674				131.79
02/19/2026	336679	25 NAPA AUTO PARTS	23520	3079	2205010 560230		2026/8	12.74
			23521	HDRTU1GAL	2205010 560210		2026/8	34.32
			23524	3079	2205010 560230		2026/8	25.48
			23525	3798351RX	2205010 560200		2026/8	-665.00
			23526	789DEF	2205010 560210		2026/8	1,022.12
			23526	75200	2205010 560210		2026/8	18.32
			23527	8822	2205120 560230		2026/8	14.98
			23529	366BDMDUAL	2205010 560190		2026/8	467.24
			23530	1077258516	2205305 560190		2026/8	177.76
			23536	7060	2205305 560200		2026/8	4.25
			23536	4579	2205305 560200		2026/8	7.11
			23536	2725	2205305 560200		2026/8	15.92
			23536	5W20BULK	2205305 560210		2026/8	23.66
			23537	7909	2205403 560200		2026/8	31.55
			23537	9082	2205403 560200		2026/8	12.77
			23537	9520	2205403 560200		2026/8	44.88
			23537	15W40BULK	2205403 560210		2026/8	113.22

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	23541		3544667	2205010 560200		2026/8	106.62
	23548		AF225	2205120 560230		2026/8	110.04
	023554		0435960000	2205010 560200		2026/8	1,058.32
	023554		789DEF	2205010 560210		2026/8	22.22
	023555		7221	2205305 560200		2026/8	36.15
	023555		220147	2205305 560200		2026/8	34.17
	023555		AL232896	2205305 560200		2026/8	63.09
	023555		TY22062	2205305 560210		2026/8	62.61
	023556		DZ128542	2205305 560200		2026/8	57.54
	023556		7750S	2205305 560200		2026/8	13.84
	023556		9096	2205305 560200		2026/8	22.64
	023556		AL215054	2205305 560200		2026/8	75.56
	023556		AL215055	2205305 560200		2026/8	144.40
	023556		15W40BULK	2205305 560210		2026/8	48.96
	023558		169PMT1085	2205410 560200		2026/8	32.78
	023559			2205010 560200		2026/8	42.81
	023563		7151806	2205010 560200		2026/8	3.39
	023564		0431353005	2205010 560200		2026/8	715.40
	023565		789DEF	2205010 560210		2026/8	11.11
	023565		0431353005	2205010 560210		2026/8	-715.40
	023566		601050	2205010 560200		2026/8	35.57
	023566		1748XD	2205010 560200		2026/8	33.89
	023566		FS20121	2205010 560200		2026/8	76.81
	023566		9910	2205010 560200		2026/8	19.96
	023567		789DEF	2205010 560210		2026/8	11.11
	023569		FS20176	2205010 560200		2026/8	58.69
	023569		FF63041NN	2205010 560200		2026/8	49.93
	023569		FS20121	2205010 560200		2026/8	-76.81
	023571		789DEF	2205010 560210		2026/8	11.11
	023575		AN225001001	2205305 560200		2026/8	101.27
	023575		AN125001002	2205305 560200		2026/8	90.04
	023575		CA009562030	2205305 560200		2026/8	110.81
	023576		502	2205305 560200		2026/8	45.44
	023577		MC23PF	2205305 560200		2026/8	571.98
	023578		LS102824V10	2205305 560200		2026/8	43.11
	023582		F014315	2205305 560190		2026/8	322.40
	023584		9082	2205010 560200		2026/8	12.77
	023585		601050	2205010 560200		2026/8	-35.57

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				23487	2413	2205400 560230		2026/8	6.34
				23488	1372	2205120 560200		2026/8	4.25
				23488	5W30BULK	2205120 560200		2026/8	29.40
				23490	710843004	2205010 560200		2026/8	57.27
				23493	PKA0F3	2205305 560230		2026/8	3.64
				23494	388BDM	2205010 560190		2026/8	1,245.68
				23495	1394	2205400 560200		2026/8	4.25
				23495	5W30BULK	2205400 560210		2026/8	29.40
				23496	22475	2205120 560230		2026/8	5.76
				23497	DE1615	2205010 560230		2026/8	6.79
				23502	MC23PF	2205410 560200		2026/8	571.98
				23503	927658	2205410 560200		2026/8	46.02
				23503	502	2205410 560230		2026/8	45.44
				23504	81201	2205305 560200		2026/8	47.99
				23506	366BDMDUAL	2205010 560190		2026/8	934.48
				23509	PKA0F3	2205120 560230		2026/8	3.64
				23513	5286984	2205010 560200		2026/8	10.92
				23513	3798351RX	2205010 560200		2026/8	5,085.69
				23513	3798351RX	2205010 560200		2026/8	665.00
				23513	6382091RX	2205010 560200		2026/8	1,638.82
				23513	6382091RX	2205010 560200		2026/8	266.00
				23514	388BDMDUAL	2205403 560190		2026/8	1,123.52
				23515	AN125001002	2205410 560200		2026/8	90.04
				23515	AN225001001	2205410 560200		2026/8	101.27
						Total For Check # 336679			16,813.67
02/19/2026	336680			23508	EN92	2205120 560230		2026/8	1.52
				23512	7701755	2205305 560200		2026/8	2.12
						Total For Check # 336680			3.64
02/19/2026	336681	5149 OFFEN PETROLEUM LLC		INV2007836	FUEL FOR STREETS LOCATION - TBD	220 142000		2026/8	15,660.49
						Total For Check # 336681			15,660.49
02/19/2026	336684	98 OKLAHOMA NATURAL GAS CO	267746591 01302026	213955901267746591 JAN 30 2026		2205400 550240		2026/8	243.35
			267746591 01302026	213955901267746591 JAN 30 2026		2205305 550240		2026/8	243.35
			267746591 01302026	213955901267746591 JAN 30 2026		2205415 550240		2026/8	192.63
			267746591 01302026	213955901267746591 JAN 30 2026		2205415 550240		2026/8	188.61
			267746591 01302026	213955901267746591 JAN 30 2026		2205100 550240		2026/8	354.95

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				267746591 01302026	213955901267746591 JAN 30 2026	2205415 550240		2026/8	48.20
				267746591 01302026	213955901267746591 JAN 30 2026	2205415 550240		2026/8	29.84
				267746591 01302026	213955901267746591 JAN 30 2026	2205415 550240		2026/8	30.19
				267746591 01302026	213955901267746591 JAN 30 2026	2205415 550240		2026/8	40.63
				267746591 01302026	213955901267746591 JAN 30 2026	2205415 550240		2026/8	38.06
				267746591 01302026	213955901267746591 JAN 30 2026	2205415 550240		2026/8	29.84
				267746591 01302026	213955901267746591 JAN 30 2026	2205415 550240		2026/8	30.51
				267746591 01302026	213955901267746591 JAN 30 2026	2205415 550240		2026/8	105.10
				267746591 01302026	213955901267746591 JAN 30 2026	2205415 550240		2026/8	47.97
				267746591 01302026	213955901267746591 JAN 30 2026	2205415 550240		2026/8	47.98
				267746591 01302026	213955901267746591 JAN 30 2026	2205415 550240		2026/8	47.39
				267746591 01302026	213955901267746591 JAN 30 2026	2205415 550240		2026/8	52.48
				267746591 01302026	213955901267746591 JAN 30 2026	2205415 550240		2026/8	40.43
				267746591 01302026	213955901267746591 JAN 30 2026	2205415 550240		2026/8	34.92
				267746591 01302026	213955901267746591 JAN 30 2026	2205410 550240		2026/8	517.13
						Total For Check # 336684			2,363.56
02/19/2026	336688	96 OTA PIKEPASS CENTER	20260195446	20260195446 ACCT 15506	2205100 550030		2026/8	14.76	
			20260195446	20260195446 ACCT 15506	2205404 550030		2026/8	1.05	
			20260195446	20260195446 ACCT 15506	2205120 550030		2026/8	32.79	
			20260195446	20260195446 ACCT 15506	2205010 550030		2026/8	473.70	
			20260195446	20260195446 ACCT 15506	2205200 550030		2026/8	5.59	
			20260195446	20260195446 ACCT 15506	2205305 550030		2026/8	31.38	
			20260195446	20260195446 ACCT 15506	2205400 550030		2026/8	58.27	
			20260195446	20260195446 ACCT 15506	2205401 550030		2026/8	3.01	
			20260195446	20260195446 ACCT 15506	2205403 550030		2026/8	18.25	
			20260195446	20260195446 ACCT 15506	2205405 550030		2026/8	4.44	
			20260195446	20260195446 ACCT 15506	2205406 550030		2026/8	1.27	
			20260195446	20260195446 ACCT 15506	2205410 550030		2026/8	51.27	
			20260195446	20260195446 ACCT 15506	2205415 550030		2026/8	1.62	
					Total For Check # 336688			697.40	
02/19/2026	336689	4264 PATTISON PRECISION	35595	3 MAIN HOLE COVER PLATES FOR	2205405 570170	2554400	2026/8	1,635.00	
					Total For Check # 336689			1,635.00	
02/19/2026	336692	4199 PMWEB INC	12812601	PM WEB services	2205205 540550		2026/8	17,800.00	
					Total For Check # 336692			17,800.00	

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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
02/19/2026	336693	232 PREFERRED BUSINESS	INV281154	JAN 2026 OVERAGES	2205010 540550		2026/8	118.82
			INV281154	JAN 2026 OVERAGES	2205406 540550		2026/8	17.22
					Total For Check # 336693			136.04
02/19/2026	336697	4765 R.S. HUGHES CO. INC.	81902548-00	PW STOCK	220 141000		2026/8	275.34
					Total For Check # 336697			275.34
02/19/2026	336698	1493 RED WING BRANDS OF	754ST1-3375328	BLANKET - SAFETY SHOES	2205120 560100		2026/8	200.00
					Total For Check # 336698			200.00
02/19/2026	336699	1612 RITZ/LONE STAR SAFETY &	7230336	GLASSES, STINGER SAFETY TINTED	220 141000		2026/8	480.06
					Total For Check # 336699			480.06
02/19/2026	336703	84 SAF T GLOVE INC	1050944-00	PW STOCK	220 141000		2026/8	773.22
			1050817-00	COLD WEATHER GEAR PW STOCK	220 141000		2026/8	120.20
					Total For Check # 336703			893.42
02/19/2026	336713	4286 SUNRISE SHEDS LLC	7752	OFFICE BLDG FOR INSIDE FLEET SHOP	2205120 570150	2651090	2026/8	18,080.00
					Total For Check # 336713			18,080.00
02/19/2026	336715	475 TRAFFIC PARTS INC	584843	PW STOCK	220 141000		2026/8	1,323.70
					Total For Check # 336715			1,323.70
02/19/2026	336716	1089 TRANE COMPANY	315861015	SERVCE AGREEMENT 7661206	2205405 540280		2026/8	10,651.00
					Total For Check # 336716			10,651.00
02/19/2026	336718	4962 TULSA WINWATER CO.	033984 01	12" solid sleeve	2205400 560400		2026/8	2,372.74
					Total For Check # 336718			2,372.74
02/19/2026	336719	1808 TULSA'S GREEN COUNTRY	113248	113248	2205120 550370		2026/8	859.52
					Total For Check # 336719			859.52
02/19/2026	336720	2487 TYLER TECHNOLOGIES INC	045-550030	MUNIS MAINTENANCE VENDOR ACCESS	2205130 540550		2026/8	961.43
					Total For Check # 336720			961.43
02/19/2026	336722	744 UNITED RENTALS, INC	256114564-003	256114564-003	2205410 540320		2026/8	2,750.00
					Total For Check # 336722			2,750.00

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
02/19/2026	336723	44 UTILITY SUPPLY	3001893	6 X 6 FLANGE TEE	2205410 560240		2026/8	450.00
			216955	PARTS FOR WATER LINE REPAIRS	2205400 560380		2026/8	127.80
			3002248	18" DR18 PVC PIPE	2205415 560410		2026/8	5,839.60
			216498	216498 PO 22500524 PRJ 2554450	2205410 570150	2554450	2026/8	216.18
			216497	216497 PO 22500524 PRJ 2554450	2205410 570150	2554450	2026/8	108.09
				Total For Check # 336723				6,741.67
02/19/2026	336729	2346 WEX FLEET UNIVERSAL	110315584	110315584	220 143015		2026/8	3,048.77
				Total For Check # 336729				3,048.77
02/19/2026	336730	4190 WINDOWS XPRESS LLC	0002032026	CLEANED OFFICE WINDOWS AND	2205405 540550		2026/8	225.00
				Total For Check # 336730				225.00
02/19/2026	336731	1095 WINDSTREAM HOLDINGS II LLC	100979352 01132026	FY26 ANNUAL 100979352 918-357-2491	2205405 550220		2026/8	82.19
			100979352 02122026	FY26 ANNUAL 100979352 918-357-2491	2205405 550220		2026/8	82.19
				Total For Check # 336731				164.38
02/19/2026	336733	1373 YELLOWHOUSE MACHINERY	1069809	UNIT # 1926	2205405 540200		2026/8	13,869.41
				Total For Check # 336733				13,869.41
02/19/2026	336734	5377 JAMES HOOVER AND MARIBEL	02022026	WL23080 PARCEL 11 COST TO CURE:	2205400 570150	WL23080	2026/8	6,000.00
				Total For Check # 336734				6,000.00
				Total For Fund 220				1,029,865.39
				Number of Invoices For Fund 220				907

**AGREEMENT SUMMARY
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
ON-CALL WATER DISTRIBUTION SYSTEM MODELING
PROJECT NUMBER:**

1.0 Professional Consulting Firm:

- 1.1 Name: Garver, LLC
- 1.2 Telephone No.: 918-250-5922
- 1.3 Address: 6100 South Yale, Suite 1300, Tulsa, Oklahoma 74163

2.0 Project Name/Location: ON-CALL WATER DISTRIBUTION SYSTEM MODELING

3.0 Statement of Purpose: Provide the OWNER modeling assistance in the water distribution model to provide pressure information for improvements as well as updating the model to reflect upgrades in the distribution lines. This is anticipated to be a yearly contract coinciding with OWNER's fiscal year, ending June 30, 2027. A new contract is anticipated for FY 28 (July 1 – June 30).

4.0 Agreement Summary:

- 4.1 Agreement Amount: \$12,000.00 (HOURLY, NOT TO EXCEED)
- 4.2 Agreement Time: As requested
- 4.3 Estimated Construction Cost: Not applicable

5.0 Contract Documents and Priority: The Broken Arrow Municipal Authority (OWNER), represented by the General Manager, and GARVER, LLC, (CONSULTANT), identified in paragraph 1.0 agree to perform this AGREEMENT in strict accordance with the clauses, provisions, and the documents identified as below, all of which are made part of this Contract. In the event of conflict, these documents shall be interpreted in the following order:

- 5.1 AGREEMENT with corresponding Attachments;
- 5.2 Duly authorized Amendments to the AGREEMENT;
- 5.3 AGREEMENT Summary;
- 5.4 Specific project written correspondence mutually recognized; and
- 5.5 Specific project verbal instructions mutually recognized.

6.0 Agreement Approved by the Owner on:

February 20, 2026

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
ON-CALL WATER DISTRIBUTION SYSTEM MODELING**

PROJECT NUMBER:

This AGREEMENT, including Attachment A through Attachment F, between the Broken Arrow Municipal Authority (OWNER) and Garver, LLC, (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends maintain an up-to-date model of their water system and plan for water demands as needed, OWNER has requested that CONSULTANT provide certain professional services as required and,

WHEREAS, CONSULTANT is qualified and capable to provide the professional services required;

NOW, therefore, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - 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.

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. CONSULTANT and OWNER agree CONSULTANT'S work performed under this AGREEMENT are performed as an independent contractor. If construction phase services are included, the CONSULTANT shall be the OWNER'S agent and representative to observe, record and report with respect to all services that are required or authorized by the construction documents. OWNER and CONSULTANT agree that the services to be performed under this AGREEMENT by the CONSULTANT shall be as an independent contractor.

ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS

CONSULTANT shall prepare the documents as described in Attachment B as part of this Agreement.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities and Special Conditions.

ARTICLE 7 - STANDARD OF CARE

CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the owner and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY

8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.

8.2 Indemnification. CONSULTANT agrees to defend, indemnify, and hold harmless OWNER, 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 CONSULTANT, its agents or employees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, or their agents or employees, then they shall be borne by each party in proportion to each entity's own negligence.

8.3 Consequential Damages. OWNER shall not be liable to CONSULTANT for any special, indirect, or consequential damages resulting in any way from the performance of the SERVICES such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

8.4 Survival. Upon completion of all SERVICES, obligations, and duties provided for in this AGREEMENT, or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article 8 shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

- (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.

CONSULTANT shall furnish OWNER certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to OWNER. All PROJECT sub-consultants shall be required to name OWNER and CONSULTANT as certificate holders on their certificate of insurance for the PROJECT, and shall be required to indemnify OWNER and CONSULTANT to the same extent. CONSULTANT shall be held responsible to submit certificates of insurance for sub-consultants to OWNER prior to the sub-consultant's release to commence work.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction

unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

Since CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet PROJECT schedules, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

ARTICLE 13 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the OWNER for the specific purpose intended will be at CONSULTANT'S sole risk and without liability or legal exposure to the OWNER. CONSULTANT shall defend, indemnify, and hold harmless the OWNER against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

ARTICLE 15 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

ARTICLE 16 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 17 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 19 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

ARTICLE 21 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

ARTICLE 23 - COMPLETION

CONSULTANT shall complete the services within the time frame outlined on Attachment E, Schedule, subject to conditions which are beyond the control of the CONSULTANT.

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that he:

24.1.1 Has complied, and shall at all times during the term of this Contract, 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”); and

24.1.2 Has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security (“DHS”), including, without limitation, properly completed and maintained Form I-9s for each of the Consultants employees; and

24.1.3 Has verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS’s E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and

24.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor’s employees.

24.2 Consultant will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney’s fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Consultants failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Consultant as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - FIREARMS INDUSTRY NONDISCRIMINATION

CONSULTANT 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 CONSULTANT 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.

ARTICLE 26 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

OWNER: Broken Arrow Municipal Authority
485 N. Poplar Street
Broken Arrow, OK 74012
Contact: Ms. Emily Rowland
Environmental Division Manager

CONSULTANT: Garver, LLC
6100 South Yale, Suite 1300
Tulsa, Oklahoma 74136
918-250-5922

Contact Name: Thomas Helvick, PE
Project Engineer

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

ARTICLE 27 - ELECTRONIC SIGNATURES

The OWNER and CONSULTANT agree this transaction may be completed by electronic means and an electronic signature on this AGREEMENT will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because it is in electronic form. If CONSULTANT signs this AGREEMENT electronically and/or submits documents electronically, CONSULTANT agrees to comply with OWNER'S requirements for submission of electronically signed and/or submitted documents.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the General Manager of the Broken Arrow Municipal Authority, Oklahoma has hereunto set his hand, for and on behalf of the Broken Arrow Municipal Authority and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER:

Broken Arrow Municipal Authority, a Municipal Corporation

By: Michael Spurgeon
Michael L. Spurgeon
General Manager

Date: 2/20/2026

Attest: Curtis Green
Secretary [Seal]

Date: 2/20/2026

Approved as to form:

D. Graham Parker
Assistant City Attorney



CONSULTANT:

Garver, LLC
By: Mary Mach

Date: February 6, 2026

Attest: Rita K. Neuman

Attest: _____

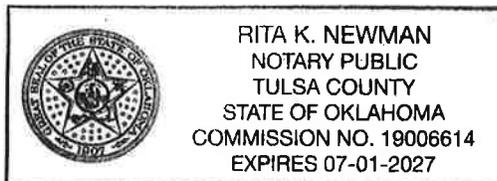
VERIFICATION

State of _____)
) §
County of _____)

Before me, a Notary Public, on this 6th day of February, 2026, personally appeared Mary Elizabeth Mach, PE, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Garver, LLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

July 01, 2027
Rita K. Neuman
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
ON-CALL WATER DISTRIBUTION SYSTEM MODELING
PROJECT NUMBER:**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated February 20, 2026.

1.0 PROJECT UNDERSTANDING

CONSULTANT understands that the OWNER has retained their professional services to assist the OWNER in providing on-call modeling for the OWNER's water distribution system.

2.0 SCOPE OF SERVICES

CONSULTANT will maintain OWNER'S distribution system hydraulic model using Innowyze InfoWater Pro software and perform the following: bring the model up to date and run scenarios as requested by OWNER. CONSULTANT will complete hydraulic evaluations with the distribution system model and provide analysis results on a frequency as requested by OWNER. CONSULTANT will complete updates to the model based on information provided by OWNER (e.g., updated GIS files, development plans, new or rehabilitated pipe). The anticipated update frequency is as requested by the OWNER. Garver will house the model and provide access to OWNER for downloads of the updated model on a regular basis.

This is anticipated to be a yearly contract coinciding with OWNER's fiscal year, ending June 30, 2027. A new contract is anticipated for FY 28 (July 1 – June 30).

3.0 Extra Work

The following items are not anticipated to be required for this project, and are therefore not included under this agreement, but will be considered as extra work if needed:

- 3.1.1 Design services
- 3.1.2 Construction phase services
- 3.1.3 Environmental services
- 3.1.4 Financial assistance
- 3.1.5 Public outreach
- 3.1.6 Geotechnical services
- 3.1.7 Property acquisition

Extra Work will be as directed by the OWNER in writing for an additional fee as agreed upon by the OWNER and the CONSULTANT.

END OF ATTACHMENT A

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
ON-CALL WATER DISTRIBUTION SYSTEM MODELING
PROJECT NUMBER:**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The following scope of services shall be made a part of the AGREEMENT dated February 20, 2026.
The following documents shall be submitted as deliverables for the project:

1. Up-to-date Model
2. Letter response indicating pressure results from model

END OF ATTACHMENT B

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
ON-CALL WATER DISTRIBUTION SYSTEM MODELING
PROJECT NUMBER:**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation shall apply as described in Attachment C and shall be made a part of the AGREEMENT dated February 20, 2026.

1.0 BASIC COMPENSATION

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

- 1.1 Conceptual, Design, and Bidding Phase Payment: The OWNER shall pay the CONSULTANT a not-to-exceed amount of \$12,000 to be compensated on an hourly rate basis plus expenses incurred for reproduction, travel, and direct costs.:

ON-CALL WATER DISTRIBUTION SYSTEM MODELING	\$12,000
--	----------

This contract amount includes all labor, materials, overhead, and profit associated with this scope of services.

- 1.2 Construction Phase Payment: The OWNER may negotiate professional services fee with CONSULTANT at the OWNER'S discretion.
- 1.3 Project Closeout Phase Payment: To be determined by future amendment.

2.0 ADDITIONAL SERVICES BASED ON TIME

No additional services are anticipated in this contract.

3.0 REPRODUCTION

All charges for reproduction shall be compensated on a direct cost basis under Basic Compensation Fee of the Professional Consultant.

4.0 MILEAGE

All direct costs shall be compensated on a direct cost basis under Basic Compensation of the Professional Consultant.

5.0 DIRECT COSTS

All Direct Costs shall be compensated on a direct cost basis under Basic Compensation Fee of the Professional Consultant.

6.0 ADJUSTMENT CLAUSE

No rate adjustments are anticipated in this contract.

7.0 EXTRA WORK - The following items are not included under this agreement but will be considered as extra work:

1. Design services
2. Construction phase services
3. Environmental services
4. Financial assistance
5. Public outreach
6. Geotechnical services
7. Property acquisition

Extra Work will be as directed by the OWNER in writing for an additional fee as agreed upon by the OWNER and CONSULTANT.

END OF ATTACHMENT C

**ATTACHMENT D
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
ON-CALL WATER DISTRIBUTION SYSTEM MODELING
PROJECT NUMBER:**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following compensation shall apply as described in Attachment D and shall be made a part of the AGREEMENT dated February 20, 2026.

1.0 OWNER'S RESPONSIBILITIES

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above and below ground for exact location;
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall be responsible for all permit fees and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;
- 1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and
- 1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

2.0 SPECIAL CONDITIONS

- 2.1 NONE

END OF ATTACHMENT D

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
ON-CALL WATER DISTRIBUTION SYSTEM MODELING
PROJECT NUMBER:**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated February 20, 2026.

1.0 ON-CALL SERVICES: ON DEMAND

Task Description	Schedule
Hydraulic Model Results	7 working days from Owner Request
Water Distribution Updates	Monthly upon Owner Request

END OF ATTACHMENT E



Attachment F
Broken Arrow Municipal Authority
FY 2027 Modeling On-Call
Garver Hourly Rate Schedule: July 2026 - June 2027

Classification	Rates
Engineers / Architects	
E-1	\$ 152.00
E-2	\$ 178.00
E-3	\$ 198.00
E-4	\$ 232.00
E-5	\$ 282.00
E-6	\$ 346.00

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
ROUTE 66 ENGINEERING, LLC**

**PROJECT NAME: NEW ORLEANS & 9TH STREET SANITARY SEWER LINE
PROJECT NO. S.26040**

THIS **AMENDMENT NO. 1**, made and entered into this ____ day of _____ 2026, by and between the BROKEN ARROW MUNICIPAL AUTHORITY, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "OWNER", and ROUTE 66 ENGINEERING, LLC, hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS, OWNER and CONSULTANT entered into an AGREEMENT dated October 7th, 2025 "ORIGINAL AGREEMENT" for services as set forth in said AGREEMENT; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to prepare construction documents for construction purposes for the New Orleans & 9th Street Sanitary Sewer Line on the northwest corner of New Orleans & 9th Street in Broken Arrow, OK; and

WHEREAS, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include additional survey services and additional design services for proposed sewer alignment change.

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. 1 through No. 1 shall hereinafter collectively be referred to as the "AGREEMENT"; and

WHEREAS, funding is now available for said additional services; and

WHEREAS, CONSULTANT is prepared to provide said additional services identified in this Amendment.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree to amend the AGREEMENT as follows:

1. PROJECT SCOPE.

This Amendment requires CONSULTANT to provide additional survey services for an alternate route of the sanitary sewer through one property and provide additional design services to change the proposed sewer alignment across one property.

2. CHANGE IN AGREEMENT AMOUNT.

As compensation for the additional work, OWNER shall pay CONSULTANT in accordance with the terms as a change in the AGREEMENT amount;

Original AGREEMENT Amount executed October 7, 2025	\$25,000.00
Amendment No. 1 (Additional Design Services)	\$6,000.00
Amendment No. 1 (Survey)	\$1,000.00
Revised Total AGREEMENT Amount	\$32,000.00

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 1 is 15 days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 1 is effective upon signature of both parties.

Except as amended hereby, all terms of the AGREEMENT shall remain in full force and effect without modification or change.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected.

OWNER:

Broken Arrow Municipal Authority

By: _____
Michael L. Spurgeon, General
Manager

Date: _____

CONSULTANT:

Route 66 Engineering, LLC

By: _____
John Droz, President

Date: 2/16/20

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
Secretary [Seal]

Date: _____

Attest: _____
Danyell Blankenship, Vice President

Date: 2/16/20

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Oklahoma)

County of Creek) §

Before me, a Notary Public, on this 16th day of February, 2026, personally appeared John Broz, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Route 66 Engineering, LLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

7/20/26

Danyell Blankenship
Notary Public

DANYELL BLANKENSHIP
Notary Public, State of Oklahoma
Commission # 22009823
My Commission Expires 07-20-2026

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
HOLLOWAY, UPDIKE & BELLEN, INC.**

**PROJECT NAME: WILLOW SPRINGS LIFT STATION RELIEF LINE
PROJECT NO. 2154300**

THIS **AMENDMENT NO. 1**, made and entered into this _____ day of _____ 2026, by and between the BROKEN ARROW MUNICIPAL AUTHORITY, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as “BAMA”, and HOLLOWAY, UPDIKE & BELLEN, INC., hereinafter referred to as “ENGINEER”;

WITNESSETH:

WHEREAS, BAMA and ENGINEER entered into an Agreement dated April 21, 2021, “ORIGINAL AGREEMENT” for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires ENGINEER to prepare construction documents for bidding purposes for the demolition of the Willow Springs Lift Station and construction of approximately 1,100 LF of new sanitary sewer relief line.

WHEREAS, BAMA and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include the rehabilitation of

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. 1 shall hereinafter collectively be referred to as the “Agreement”; and

WHEREAS, funding is now available for said additional services; and

WHEREAS, ENGINEER is prepared to provide said additional services identified in this Amendment.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree to amend the Agreement as follows:

1. PROJECT SCOPE.

This Amendment requires ENGINEER to facilitate the performance of a Cultural/Archaeological Survey of the proposed project location shown in the final plans of the Willow Springs Lift Station Relief Line project.

2. CHANGE IN CONTRACT AMOUNT.

As compensation for the additional work, BAMA shall pay ENGINEER in accordance with the terms as a change in the contract amount:

Original Contract Amount executed April 21, 2021:	\$ 45,000.00
Amendment No. 1	
Cultural/Archaeological Survey	\$ 3,500.00
<hr/>	
Revised Total Contract Amount	\$48,500.00

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 1 is 50 days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 1 is effective upon signature of both parties.

Except as amended hereby, all terms of the Agreement shall remain in full force and effect without modification or change.

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HOLT CONSULTING SERVICES, LLC

9524 E. 81ST ST., SUITE B, BOX 1592 – TULSA, OK 74133
(918) 407-2457 JAMES@HOLTCRM.COM
WWW.HOLTCRM.COM

Bid Prepared for Holloway, Updike and Bellen, Inc.

Prepared at the request of Sam Stratton, PE
Holloway, Updike and Bellen, Inc (HUB Engineers)
2001 N. Willow Ave
Broken Arrow, OK 74012

The project area consists of a 1,122-ft (342-m) long corridor 10-m in width running across and parallel to Jasper Street (E. 131ST Street) for a proposed sewer relief line. The project is located between sections 4 and 9 in T17N R14E in Broken Arrow, Tulsa County, OK and is called “BA Willow Creek Sewer Relief Line.”

This proposal includes all of the standard components of a Phase I Archaeological Investigation including:

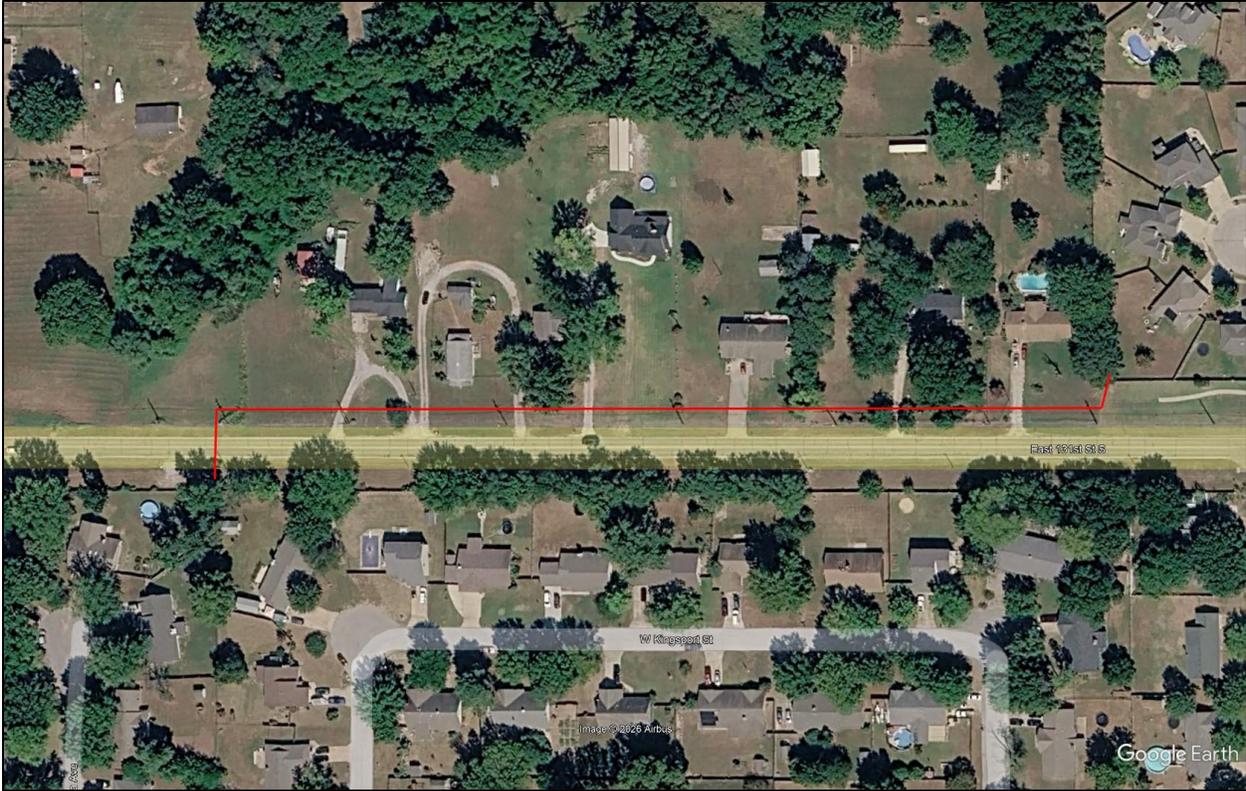
- Pre-field research: Historic aerial photography, topographical maps, GLO Survey maps, and record search with the Oklahoma Archaeological Survey and SHPO.
- Fieldwork: A single pedestrian transect 10-m in width along the APE center line, Shovel Test Pits (STPs) at a rate of every 50-meters (up to 7 STP) where possible and appropriate along that transect, any site forms or standing structure forms for the OK SHPO and OAS as needed, and any other photographic or GIS data collection as required.
- Report Submission: A standard report of the investigation’s findings will be composed for submission to the relevant Federal Agency for distribution to the agencies responsible for review of the project. This may include multiple versions of the report to satisfy the need of public disclosure.

The proposed cost of this work is **\$2,500.00** to be paid within 45 days of report submission to Holloway, Updike and Bellen, Inc.

The completion schedule shall be determined at the time of contract agreement through conversation between Holt Consulting Services, LLC and HUB Engineers, Inc. and may be adjusted due to unforeseen difficulties with weather and administrative delays, but should be completed within 30 days of Notice to Proceed. Should additional APE area be required, or if the investigation area is altered, adjustment to the cost and schedule may be made in consultation with HUB Engineers, Inc.

Please feel free to contact me at any time for additional details or to accept this proposal. Thank you for the opportunity to bid on your project!

James R. Holt, M.A., RPA
President and Archaeologist



Aerial image map of the project area in Broken Arrow, OK.

**AGREEMENT SUMMARY
BROKEN ARROW MUNICIPAL AUTHORITY
WINDSOR LIFT STATION EXPANSION OR ELIMINATION
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. S.26030**

1.0 Professional Consulting Firm:

- 1.1 Name: HDR Engineering, Inc.
- 1.2 Telephone No.: 972-960-4400
- 1.3 Address: 110 S Hartford Ave, Suite 2503
Tulsa, OK 74120

2.0 Project Name/Location: Windsor Lift Station Expansion or Elimination, 1703 W. Miami St., Broken Arrow, OK 74011.

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare a technical memorandum for recommendation of elimination or expansion of the Windsor Lift Station. These documents shall include, but not be limited to, the following: provide a technical memorandum for the recommendation of elimination or expansion of the Windsor Lift Station; conceptual layout of route of gravity sanitary sewer if elimination is recommended, or conceptual recommendations of lift station expansion if recommended; and conceptual cost of each recommendation. Services for final design of the recommended approach will be performed under an amendment to this agreement or a new agreement.

4.0 Agreement Summary:

4.1 Agreement Amount:	
Administrative/Managerial Duties	\$ 4,850.00
Preliminary Study	\$ 6,281.00
Lift Station Feasibility	\$ 4,272.00
Lift Station Decommission Evaluation	\$ 10,888.00
Technical Memorandum	<u>\$ 8,667.00</u>
TOTAL AGREEMENT AMOUNT	\$ 34,958.00

4.2 Agreement Time: 75 calendar days

5.0 Agreement Approved by the OWNER on: _____

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HDR ENGINEERING, INC. (CONSULTANT)
FOR
WINDSOR LIFT STATION EXPANSION OR ELIMINATION
PROJECT S.26030**

This AGREEMENT, including Attachment A through Attachment E, between the Broken Arrow Municipal Authority (OWNER) and HDR Engineering, Inc., (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to evaluate the elimination or expansion of the existing Windsor Lift Station (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

WHEREAS, CONSULTANT is qualified and capable to provide the professional services required;

NOW, therefore, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - 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.

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. If construction phase services are included, the CONSULTANT shall be the OWNER'S agent and representative to observe, record and report with respect to all services that are required or authorized by the construction documents. OWNER and CONSULTANT agree that the services to be performed under this AGREEMENT by the CONSULTANT shall be as an independent contractor.

ARTICLE 4 - ORGANIZATION OF SUBMITTAL DOCUMENTS

CONSULTANT shall prepare the documents as described in Attachment B as part of this AGREEMENT.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities and Special Conditions.

ARTICLE 7 - STANDARD OF CARE

CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the OWNER and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY

- 8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.
- 8.2 Indemnification. CONSULTANT agrees to defend, indemnify, and hold harmless OWNER, 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 CONSULTANT, its agents or employees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, or their agents or employees, then they shall be borne by each party in proportion to each entity's own negligence.
- 8.3 Consequential Damages. OWNER shall not be liable to CONSULTANT for any special, indirect, or consequential damages resulting in any way from the performance of the SERVICES such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.
- 8.4 Survival. Upon completion of all SERVICES, obligations, and duties provided for in this AGREEMENT, or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article 8 shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

- (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.

CONSULTANT shall furnish OWNER certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to OWNER. All PROJECT sub-consultants shall be required to name OWNER and CONSULTANT

as certificate holders on their certificate of insurance for the PROJECT, and shall be required to indemnify OWNER and CONSULTANT to the same extent. CONSULTANT shall be held responsible to submit certificates of insurance for sub-consultants to OWNER prior to the sub-consultant's release to commence work.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

Since CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet PROJECT schedules, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

ARTICLE 13 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the OWNER for the specific purpose intended will be at CONSULTANT'S sole risk and without liability or legal exposure to the OWNER. CONSULTANT shall defend, indemnify, and hold harmless the OWNER against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

ARTICLE 15 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

ARTICLE 16 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 17 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 19 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

ARTICLE 21 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this

AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

ARTICLE 23 - COMPLETION

CONSULTANT shall complete the services within the time frame outlined on Attachment E, Schedule, subject to conditions which are beyond the control of the CONSULTANT.

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 CONSULTANT shall demonstrate that he:

- 24.1.1 Has complied, and shall at all times during the term of this AGREEMENT, 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”); and
 - 24.1.2 Has properly maintained, and shall at all times during the term of this AGREEMENT, maintain any and all employee records required by the U.S. Department of Homeland Security (“DHS”), including, without limitation, properly completed and maintained Form I-9s for each of the CONSULTANTS employees; and
 - 24.1.3 Has verified the employment eligibility for all employees hired on or after July 1, 2008, through DHS’s E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this AGREEMENT; and
 - 24.1.4 Has required, and will at all times during the term of this AGREEMENT, require any sub-contractor utilized, hired or sub-contracted for by CONSULTANT for the completion or undertaking of any duties, tasks or responsibilities under this AGREEMENT, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (l), parts (a), (b) and (c), above, with regards to each of the sub-contractor’s employees.
- 24.2 CONSULTANT will indemnify, defend and hold harmless OWNER against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney’s fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, CONSULTANTS failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by CONSULTANT as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - FIREARMS INDUSTRY NONDISCRIMINATION

CONSULTANT 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

CONSULTANT 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.

ARTICLE 26 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

OWNER: Broken Arrow Municipal Authority
485 N. Poplar Avenue
Broken Arrow, OK 74012
Contact: Charlie Bright, P.E.
Director of Engineering & Construction

CONSULTANT: HDR Engineering, Inc.
110 S Hartford Ave, Suite 2503
Tulsa, OK 74120
Contact Name: Brogan Tyler, P.E.
Project Manager

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

ARTICLE 27 - ELECTRONIC SIGNATURES

The OWNER and CONSULTANT agree this transaction may be completed by electronic means and an electronic signature on this AGREEMENT will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because it is in electronic form. If CONSULTANT signs this AGREEMENT electronically and/or submits documents electronically, CONSULTANT agrees to comply with OWNER'S requirements for submission of electronically signed and/or submitted documents.

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IN WITNESS WHEREOF, the General Manager of the Broken Arrow Municipal Authority, Oklahoma has hereunto set his hand, for and on behalf of the Broken Arrow Municipal Authority and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER:

Broken Arrow Municipal Authority

By: _____
Michael L. Spurgeon, General
Manager

Date: _____

CONSULTANT:

HDR Engineering, Inc.

By: *[Signature]*
Name: Lucas A. Bathurst
Title: Vice President, Area Manager

Date: 02/13/2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
Secretary [Seal]

Date: _____

Attest: *[Signature]*
Jenifer Rayshell, Admin. Assistant

Date: 2/13/2026

Approved as to form:

D. Graham Parker
Assistant City Attorney

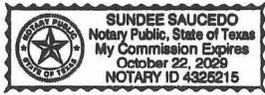
VERIFICATION

State of Texas)
) §
County of Dallas)

Before me, a Notary Public, on this 13th day of February, 2026, personally appeared Lucas A. Bathurst, known to be to be the (~~President, Vice-President, Corporate Officer, Member, or Other:~~ _____) of HDR Engineering, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:
10-22-29

[Signature]
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HDR ENGINEERING, INC. (CONSULTANT)
FOR
WINDSOR LIFT STATION EXPANSION OR ELIMINATION
PROJECT S.26030**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the ____ day of _____, 2026.

1.0 PROJECT UNDERSTANDING

- 1.1 As part of the 2018 Wastewater Master Plan (WWMP) by CONSULTANT, the OWNER has aligned its Capital Improvement Plan (CIP) to proactively address system vulnerabilities, with the Windsor Lift Station (LL LS37) identified as a key concern due to its insufficient capacity to manage current and future wet weather flows. The station was originally constructed in 1982 and most recently upgraded in 2024. It is still recognized as an area of concern for wet weather discharge potential with its risk of surcharge and upstream backups that could result in property damage within nearby residential areas. To mitigate these risks, the OWNER has scheduled this project to evaluate the future use of the lift station, with the OWNER seeking a recommendation based on an analysis of existing and future conditions. The project includes assessing whether to expand the lift station capacity to handle peak wet weather events or to eliminate it entirely and construct a new gravity sewer to convey flow to an existing trunk sewer. The outcome of this study will result in an amendment to this agreement or a new agreement to conduct the final design for the agreed-upon alternative.
- 1.2 CONSULTANT understands that the OWNER has retained their professional services in order to prepare a technical memorandum for the purposes of recommending the elimination or expansion of Windsor Lift Station at 1703 W. Miami Street in Broken Arrow, OK. The PROJECT deliverable is a technical memorandum that describes the evaluation along with opinions of probable construction cost (OPCCs) for each alternative and a recommended approach.
- 1.3 The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

2.0 SCOPE OF SERVICES

2.1 **ADMINISTRATIVE/MANAGERIAL DUTIES:** CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:

2.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.

2.1.2 To maintain consistent communications and keep OWNER well-informed on project progress, CONSULTANT will provide the following project management services over the project duration:

2.1.2.1 Monthly project progress and schedule updates.

2.1.2.2 Prepare and submit monthly invoices for progress payments.

2.1.2.3 Project meetings, agenda, and meeting summaries, to include:

- One (1) Project Kick-Off Meeting (virtual), agenda, and meeting minutes.
- One (1) Monthly Project Progress Meeting (virtual), agenda, and meeting minutes during project duration. It is assumed that CONSULTANT PM will represent CONSULTANT at monthly meeting.
- One (1) workshop meeting to discuss OWNER comments on draft technical memorandum.

2.2 **PRELIMINARY STUDY:** Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

2.2.1 Project Kickoff: CONSULTANT will conduct a project kickoff meeting (virtual). This meeting will serve as the beginning of the project. The project kickoff meeting will be used to determine design criteria, requirements and codes, and other critical design features of the PROJECT such as project schedule and milestone dates.

2.2.2 Data Collection & Review: Project related data and documentation have been previously provided to the CONSULTANT. For the purpose of this study, it is assumed that the locations and depths of existing and future utilities will be based on provided as-built drawings. It is assumed that the CONSULTANT has or will receive the following information:

- Record drawings for existing wastewater infrastructure in the area and drawings for pending improvements (if any)
- GIS information for the area
- Development plans within the Windsor Lift Station (LS) sewershed
- Land use plans / comprehensive plans for the area
- Design reports and studies

- Other relevant record drawings in the area, such as roadways and other utilities
- Field elevation clarification of existing sanitary sewer line that crosses underneath the Creek Turnpike.

2.2.3 Lift Station Design Flow

2.2.3.1 Update the collection system hydraulic model for development changes to the system in the project area not included in the 2026 Wastewater System Master Plan (Master Plan) hydraulic model. Additional flow monitoring or re-calibration of the model is not included in the project scope.

2.2.3.2 With assistance from OWNER, determine future development areas that would be served by the Windsor LS. Verify the latest land use designation for these areas and apply dwelling unit per acre and peaking factor criteria from the Master Plan to determine future dry weather and wet weather flows at full buildout. Update the hydraulic model as needed to reflect the future planning scenario.

2.2.3.3 Utilize the hydraulic model to determine average day and peak flows to the proposed Windsor LS area for both current and future scenarios. Determine the required firm capacity of the lift station based on full buildout peak flows.

2.3 **LIFT STATION EXPANSION FEASIBILITY:** Upon completion of the baseline data development, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

2.3.1 Desktop Evaluation. CONSULTANT shall perform a desktop level evaluation utilizing existing and future flow values from the previous task. This desktop level evaluation is limited to the following:

- Future wet well sizing
- Assumed necessary firm pumping capacity needed
- Force main sizing
- Class 5 estimate opinion of probable construction cost (OPCC) per AACE International
- Planning level easement acquisition cost on a dollar per acre basis (\$/AC)

2.4 **LIFT STATION ELIMINATION EVALUATION:** Upon completion of baseline data development, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 2.4.1 Alignment Evaluation. Identify up to three (3) alternative alignments for a gravity sewer line to convey buildout flows from the Windsor LS site to an existing downstream sewer trunk line to eliminate the need for the lift station. One route will connect to the Elm Creek trunk line system to the east of the LS site, and two routes will connect to the Aspen Creek trunk line system: one to the west of the LS site and one to the south of the Creek Turnpike. CONSULTANT to determine the alignment, manhole locations, diameter, and pipe slope per each alternative alignment to deliver the buildout flow. Prepare an aerial figure of the project area showing the three alternative routes and to be confirmed with OWNER staff.
- 2.4.2 Review Meeting. Conduct one (1) virtual meeting with OWNER staff to Review the findings and recommendations with OWNER staff during the scheduled monthly meeting. CONSULTANT will revise the conceptual design to address OWNER comments.
- 2.4.3 OPCC. Develop opinions of probable construction cost (OPCCs) for the proposed gravity sewer alignments. The OPCCs will be Class 5 estimates per AACE International.
- 2.5 **TECHNICAL MEMO:** Upon completion of the lift station expansion and elimination evaluations, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
 - 2.5.1 Draft Technical Memo. Document the work completed in this scope of work in a technical memorandum (TM) and include a recommended approach. Conduct an internal quality control review of the TM prior to submission to OWNER. Submit an electronic pdf of the draft TM for OWNER review.
 - 2.5.2 Final Technical Memo. Conduct a (virtual) meeting to review the TM. Address OWNER comments and submit an electronic pdf of the final TM to OWNER.
- 2.6 **DETAILED DESIGN SERVICES PHASE:** This phase will be negotiated with the CONSULTANT upon the request of the OWNER.
- 2.7 **BID SERVICES PHASE:** This phase will be negotiated with the CONSULTANT upon the request of the OWNER.
- 2.8 **CONSTRUCTION SERVICES PHASE:** This phase will be negotiated with the CONSULTANT upon the request of the OWNER.
- 2.9 **PROJECT CLOSEOUT PHASE:** This phase will be negotiated with the CONSULTANT upon the request of the OWNER.
- 2.10 **ADDITIONAL SERVICES:** The services listed above are included within this AGREEMENT. Additional services are available upon request and can be included as an amendment to this AGREEMENT. Additional services available but not limited to include:
 - 2.10.1 Survey and SUE: For utilities that conflict with the selected alternative.

- 2.10.2 Additional Lift Station Evaluations: Calculation of system curve(s), pump selection(s) and final configuration(s), conceptual level lift station facility layout(s), additional considerations for access, aesthetics (view, odor, lighting, noise), and proximity to floodplain can be included. including: fence perimeter, wetwell and vaults, access driveway, electrical panels, standby generator, and odor control unit as requested to be part of this study.
- 2.10.3 Force Main: Development of a preliminary profile, high point(s) along the alignment, or additional easement acquisition(s) can be included as a part of this study.
- 2.10.4 Environmental: On-site delineation of potential Waters of the U.S. or wetland evaluation.

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HDR ENGINEERING, INC. (CONSULTANT)
FOR
WINDSOR LIFT STATION EXPANSION OR ELIMINATION
PROJECT NO. S.26030**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the ___ day of _____, 2026.

- 1.0 TECHNICAL MEMORANDUM:** The CONSULTANT shall document the study and recommendation as described in Attachment A

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HDR ENGINEERING, INC. (CONSULTANT)
FOR
WINDSOR LIFT STATION EXPANSION OR ELIMINATION
PROJECT NO. S.26030**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment D and shall be made a part of the AGREEMENT dated the ___ day of _____, 2026.

1.0 BASIC COMPENSATION

The basic compensation for the CONSULTANT to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

- 1.1 Administrative/Managerial Duties Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$4,850.00 for the completion of the Administrative/Managerial task. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Preliminary Study Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$6,281.00 for the completion of the Baseline Data Development task. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Lift Station Feasibility Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$4,272.00 for the completion of the Lift Station Expansion Evaluation task. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Lift Station Elimination Evaluation Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$10,888.00 for the completion of the Lift Station Elimination Evaluation task. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5 Technical Memo Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$8,667.00 for the completion of the Alternative Selection and Technical Memo task. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.6 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

2.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the CONSULTANT. No separate payment will be made for these expenses.

3.0 MILEAGE

All direct costs shall be included in the Basic Compensation of the CONSULTANT. No separate payment will be made for these expenses.

4.0 DIRECT COSTS

All direct costs shall be included in the Basic Compensation of the CONSULTANT. No separate payment will be made for these expenses.

5.0 ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

**ATTACHMENT D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HDR ENGINEERING, INC. (CONSULTANT)
FOR
WINDSOR LIFT STATION EXPANSION OR ELIMINATION
PROJECT NO. S.26030**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the ____ day of _____, 2026.

1.0 OWNER'S RESPONSIBILITIES

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT;
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall be responsible for all permit fees and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;
- 1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and
- 1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

2.0 SPECIAL CONDITIONS

- 2.1 None

**ATTACHMENT E
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HDR ENGINEERING, INC. (CONSULTANT)
FOR
WINDSOR LIFT STATION EXPANSION OR ELIMINATION
PROJECT NO. S.26030**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the _____ day of _____, 2026.

1.0 BASIS OF DESIGN PHASE:

- 1.1 Notice to Proceed: Anticipated March 3, 2026
- 1.2 Kickoff Meeting: Within 14 calendar days of Notice to Proceed
- 1.3 Submit Draft Technical Memorandum: Within 30 calendar days from kickoff meeting
- 1.4 OWNER Review of Technical Memorandum: Within 14 calendar days from Draft Technical Memorandum submittal to OWNER
- 1.5 Submit Final Technical Memorandum based on OWNER'S review: Within 14 calendar days from OWNER review completion

**BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)
PROFESSIONAL SERVICES AGREEMENT
2026 FIELD SERVICE REPAIRS AT THE VERDIGRIS RIVER WATER TREATMENT
PLANT (VRWTP)**

1. Professional Service Provider:

- a. Name: HACH Company
- b. Telephone No.: 800-227-4224
- c. Address: P.O. Box 389, 5600 Lindbergh Drive, Loveland, CO 80539-0389

2. Project Title and Location: 2026 Field Service repairs at the Verdigris River Water Treatment Plant.

3. Contract for: Providing field services associated with public works projects for the BAMA. Field services to include providing calibrations and on-site repairs and related support services from January 1, 2026 through January 1, 2027. The Field Service shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Field Service Provider agrees that this field 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 Field Service Provider shall be compensated at the hourly rate in accordance with a lump sum amount that is Not to Exceed Twenty-Five Thousand Nine Hundred Thirty-Seven and 87/100 (\$25,937.87) for field services that will include calibrations, on-site repairs, and notice of defects outside of contract for repair. Additional services may be agreed to at a later date. The parties agree that the Professional Field 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 Field 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 Field Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Field Service Provider agrees to abide by and comply with all of BAMA's Administrative Policies.

5. Invoicing and Payment: The Professional Field 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 and on January 1, 2026, and shall be completed on January 1, 2027. 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 Field Service Provider shall acquire all insurance policies required for professional liability insurance, general liability, auto insurance, workers' compensation and/or health insurance. The Professional Field 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 Field 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 Field 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 Field 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.

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**BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)
PROFESSIONAL SERVICES AGREEMENT
2026 FIELD SERVICE REPAIRS AT THE VERDIGRIS RIVER WATER TREATMENT
PLANT (VRWTP)**

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Field Services and Related Support Services associated with the Field Service Repairs at the Verdigris River Water Treatment Plant (VRWTP) from January 1, 2026 through January 1, 2027. Services performed to provide field services to include providing calibrations and on-site repairs and related support services. 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 provide a calibrations and on-site repairs and related support services at the Verdigris River Water Treatment Plant (VRWTP) owned and operated by the Broken Arrow Municipal Authority. Professional Field services shall also include notice of defects outside of contract for repair.

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]

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 1 of 7 Partnership Number : HACH725455
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com



Partnership Number : HACH725455 **Version :** 0.31 **Quotation Date :** 23-DEC-25
Expiration Date : 23-JAN-26

Hach Company Contact : Willett, David **Service Partnership Phone :** (800) 227-4224 x6293 **Service Partnership Email :** david.willett@hach.com
Customer Ref : Renewal Quote **Customer Contact :** BELONCIK, JED
Customer Phone : 357.3366 **Customer Fax :** **Customer Email :** jbeloncik@brokenarrowok.gov

Bill-To Account # 085704

Ship-To Account # 085704

Customer Name	CITY OF BROKEN ARROW	Customer Name	CITY OF BROKEN ARROW	Payment Terms:	Net 30
Address4		Address4	WATER PLANT	Billing Method:	Annual-Invoices on START Date
Address1	PO BOX 610	Address1	6670 S 361ST STREET	Currency:	USD
Address2		Address2			
Address3		Address3			
City,State, PostalCode	BROKEN ARROW-OK-74013	City,State, Postalcode	BROKEN ARROW-OK-74014-6504		
Province/Country	US	Province/Country	US		

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	FSPTU53XX - 4 VISIT	24-JAN-26	23-JAN-27	Fld Svc TU53XX 4 VST Field Service Includes: All parts, labor, and travel for on-site repairs, 4 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms a	13,884.00
1.1	LXV445.99.53112			KTO: US TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1770243	
1.2	LXV445.99.53112			KTO: US TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1770729	

	HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	2 of 7 HACH725455
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com	<i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693 <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

1.3	LXV445.99.53112	KTO: US TU5300sc TURB, FLOW, CLEAN, SYSCHK, RFI D, EPA ; 1770782
1.4	LXV445.99.53112	KTO: US TU5300sc TURB, FLOW, CLEAN, SYSCHK, RFI D, EPA ; 1770785
1.5	LXV445.99.53112	KTO: US TU5300sc TURB, FLOW, CLEAN, SYSCHK, RFI D, EPA ; 1770793
1.6	LXV445.99.53112	KTO: US TU5300sc TURB, FLOW, CLEAN, SYSCHK, RFI D, EPA ; 1770811
1.7	LXV445.99.53112	KTO: US TU5300sc TURB, FLOW, CLEAN, SYSCHK, RFI D, EPA ; 1770815
1.8	LXV445.99.53112	KTO: US TU5300sc TURB, FLOW, CLEAN, SYSCHK, RFI D, EPA ; 1770821
1.9	LXV445.99.53112	KTO: US TU5300sc TURB, FLOW, CLEAN, SYSCHK, RFI D, EPA ; 1770823
1.10	LXV445.99.53112	KTO: US TU5300sc TURB, FLOW, CLEAN, SYSCHK, RFI D, EPA ; 1771742
1.11	LXV445.99.53112	KTO: US TU5300sc TURB, FLOW, CLEAN, SYSCHK, RFI D, EPA ; 1771881
1.12	LXV445.99.53112	KTO: US TU5300sc TURB, FLOW, CLEAN, SYSCHK, RFI D, EPA ; 1705031

2	FSPTU52XX	24-JAN-26	23-JAN-27	Fld Svc TU52XX 1 VST Field Service includes: All parts, labor, and travel for on-site repairs, 1 comprehensive PM/calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see servic	768.00
	2.1	LPV4425303012		nn KIT, TU5200, Lab Turb with RFID, EPA ; 1707789	
3	BSPPLUSDR6000	24-JAN-26	23-JAN-27	BenchPlus-DR6000 The Bench Service Plus includes:	1,843.00

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 3 of 7 Partnership Number : HACH725455
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com

Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.

3.1	LPV441.99.00012				db DR 6000 UV VIS SPECTROPHOTOMETER W RFID TECHNOLOGY ; 1522884	
4	FSPSC200	24-JAN-26	23-JAN-27		Fld Svc-1V SC200 Controller	4,104.00
4.1	LXV404.99.00552				nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1205C0041669	
4.2	LXV404.99.00552				nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1204C0041635	
4.3	LXV404.99.00552				nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1111C0028093	
4.4	LXV404.99.00502				sc200 CONTROLLER, AC-DC, DIG,HACH ; 1301C0063755	
4.5	LXV404.99.00552				nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1111C0030103	
4.6	LXV404.99.00552				nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1111C0028090	
4.7	LXV404.99.00552				nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1111C0030095	
4.8	LXV404.99.00552				nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1111C0028092	
4.9	LXV404.99.00552				nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1111C0030108	
4.10	LXV404.99.00552				nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1111C0028107	

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	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

4.11	LXV404.99.00552			nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1111C0028100	
4.12	LXV404.99.00552			nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1111C0030117	
5	FSPTUACM	24-JAN-26	23-JAN-27	Fid Svc TU Automatic Cleaning Module MUST BE SOLD WITH A TU53/TU54 INSTRUMENT. Field Service Includes: All parts, labor, and travel for on-site repairs, 1 comprehensive PM/calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, a	3,264.00
5.1	LQV159.97.00002			db Automatic Cleaning Module TU5 (ROW) ; 1769251	
5.2	LQV159.97.00002			db Automatic Cleaning Module TU5 (ROW) ; 1705053	
5.3	LQV159.97.00002			db Automatic Cleaning Module TU5 (ROW) ; 1769442	
5.4	LQV159.97.00002			db Automatic Cleaning Module TU5 (ROW) ; 1768874	
5.5	LQV159.97.00002			db Automatic Cleaning Module TU5 (ROW) ; 1768878	
5.6	LQV159.97.00002			db Automatic Cleaning Module TU5 (ROW) ; 1831769	
5.7	LQV159.97.00002			db Automatic Cleaning Module TU5 (ROW) ; 1769234	
5.8	LQV159.97.00002			db Automatic Cleaning Module TU5 (ROW) ; 1769714	
5.9	LQV159.97.00002			db Automatic Cleaning Module TU5 (ROW) ; 1770283	
5.10	LQV159.97.00002			db Automatic Cleaning Module TU5 (ROW) ; 1769646	
5.11	LQV159.97.00002			db Automatic Cleaning Module TU5 (ROW) ; 1769685	

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5.12	LQV159.97.00002			db Automatic Cleaning Module TU5 (ROW) ; 1769656	
6	BSPPLUSL1000	08-MAY-26	23-JAN-27	BenchPlus SL1000 - Merged From HACH1746429 The Bench Service Plus includes: Factory repairs only, one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	757.00
6.1	9430000			ee ASSY, INSTRUMENT, SL1000 ; 250590101613	
7	BSPPLUSDR6000	08-MAY-26	23-JAN-27	BenchPlus-DR6000 - Merged From HACH1746429 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	1,317.87
7.1	LPV441.99.00012			db DR 6000 UV VIS SPECTROPHOTOMETER W RFID TECHNOLOGY ; 2435448	

Sub Total : 25,937.87
 Tax: 0.00
 Total : 25,937.87

Partnership Notes :

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract. This Contract will automatically renew at the End Date for a period of one year, and at the anniversary of the End Date, unless the Buyer notifies Hach in writing by no later than ninety days before the End Date.

Customer Name : CITY OF BROKEN ARROW

Customer P.O. Number : _____

Customer Reference Number : _____

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TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS:

These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION:

Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY:

Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am—5 pm Monday through Friday, excluding holidays.

4. INSPECTION:

Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES:

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS:

All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet those requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or resolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

7. LIMITED WARRANTY:

Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION:

~~Indemnification applies to a party and to such party's successors, inheritors, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer-Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach-Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in-privity with Buyer.~~

9. PATENT PROTECTION:

Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS:

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

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	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

11. SOFTWARE:

All licenses to Hach's separately provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. PROPRIETARY INFORMATION; PRIVACY:

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. CHANGES AND ADDITIONAL CHARGES:

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site work not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE:

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. FORCE MAJEURE:

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; civil insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER:

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. LIMITATION OF LIABILITY:

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder, damages incurred in installation, repair or replacement; lost profits; revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, however caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or non-performance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. APPLICABLE LAW AND DISPUTE RESOLUTION:

This contract, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any country having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S.; (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado; or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. ENTIRE AGREEMENT & MODIFICATION:

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
COWAN GROUP ENGINEERING, LLC**

**PROJECT NAME: ELM CREEK TRUNK LINE IMPROVEMENTS
PROJECT NO. S.1606**

THIS **AMENDMENT NO. 1**, made and entered into this ____ day of _____ 2026, by and between the BROKEN ARROW MUNICIPAL AUTHORITY, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "OWNER", and COWAN GROUP ENGINEERING, LLC, hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS, OWNER and CONSULTANT entered into an AGREEMENT dated NOVEMBER 5, 2019 "ORIGINAL AGREEMENT" for services as set forth in said AGREEMENT; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to prepare construction documents for bidding purposes for the upsizing/replacement of Elm Creek Trunk Sewer Line in between Aspen Ave. and Elm Pl. from the Indian Springs Lift Station approximately 2,600 LF south of Jasper Street to just south of the Creek Turnpike; and

WHEREAS, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include preparation and performance of survey services, including the staking of proposed permanent utility easements, temporary construction easements, and sanitary sewer alignment for twelve (12) properties.

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. 1 through No. 1 shall hereinafter collectively be referred to as the "AGREEMENT"; and

WHEREAS, funding is now available for said additional services; and

WHEREAS, CONSULTANT is prepared to provide said additional services identified in this Amendment.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree to amend the AGREEMENT as follows:

1. PROJECT SCOPE.

This AMENDMENT requires CONSULTANT to provide survey services in the form staking of proposed utility easements, temporary construction easements, and sanitary sewer alignment.

2. CHANGE IN AGREEMENT AMOUNT.

As compensation for the additional work, OWNER shall pay CONSULTANT in accordance with the terms as a change in the AGREEMENT amount;

Original AGREEMENT Amount executed November 5, 2019	\$387,800.00
<u>Amendment No. 1 (NTE):(\$265/parcel)</u>	<u>\$3,500.00</u>
Revised Total AGREEMENT Amount	\$391,300.00

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 1 is 30 days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 1 is effective upon signature of both parties.

Except as amended hereby, all terms of the AGREEMENT shall remain in full force and effect without modification or change.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected.

OWNER:

Broken Arrow Municipal Authority

By: _____
Michael L. Spurgeon, General
Manager

Date: _____

Attest: _____
Secretary [Seal]

Date: _____

Approved as to form:

D. Graham Parker
Assistant City Attorney

CONSULTANT:

Cowan Group Engineering, LLC

By: Jeff Cowan
Jeff Cowan, Principal

Date: 2/18/2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: San Fabin

Date: 2/18/2026

VERIFICATION

State of Oklahoma)
) §
County of Oklahoma)

Before me, a Notary Public, on this 18th day of February, 2026, personally appeared Jeff Cowan, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Cowan Group Engineering, LLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

May 20,

Tonya Alexander
Notary Public



**BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)
PROFESSIONAL SERVICES AGREEMENT
2025-2026 SERVICE AGREEMENT FOR THE SULFIDE REDUCTION IN THE
COLLECTION SYSTEM**

1. Professional Service Provider:

- a. Name: BioChem, Inc.
- b. Telephone No.: 423-829-0004
- c. Address: P.O. Box 3747, Cleveland, TN 37320.

2. Project Title and Location: 2025-2026 Service Agreement for the Sulfide Reduction in the Collection System within the City of Broken Arrow.

3. Contract for: Providing yearly services associated with public works projects for the BAMA. Yearly services to include: monthly site visits with an inspection of equipment to be completed by a certified service technician. 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 the hourly rate in accordance with a lump sum amount that is Not to Exceed Four Hundred Thirty-Seven Thousand Two Hundred Twenty-Two and 22/100 (\$437,222.22) for yearly services that will include a monthly site visit, with an inspection of equipment an notification of any improvements or repairs. 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 is for October 2025- December 2025 and 365 calendar days upon signature of contract for the year of 2026. 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.

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**BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)
PROFESSIONAL SERVICES AGREEMENT
2025-2026 SERVICE AGREEMENT FOR THE SULFIDE REDUCTION IN THE
COLLECTION SYSTEM**

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Services and Related Support Services associated with the Monthly Service for the Sulfide Reduction in the Collection System from execution of this contract for October 2025- December 2025 and 365 calendar days upon signature of contract for the year of 2026. Services performed to provide monthly services to include site visit consisting of an equipment inspection to be completed by a factory certified service technician. On completion of each monthly visit, the technician will notify BAMA staff of any additional maintenance work or repairs to equipment that is needed that is outside of the scope of the contract. 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 provide monthly site visits and an inspection of equipment, and any related support services for the Sulfide Reduction Equipment. All lift stations and collection systems within the City of Broken Arrow are owned and operated by the Broken Arrow Municipal Authority. Professional services shall also include notice of defects outside of contract for repair.

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.

3.3 Service Details. (See attached proposal)

Price per visit (exclusive of freight and taxes, if applicable):

Visits from October 2025 through March 2026: \$28,632.76 per monthly visit

Visits from April 2026 through December 2026: \$29,491.74 per monthly visit

Total Contract price for fifteen (15) monthly visits is \$437,222.22. Invoicing for each monthly service visit will occur upon completion of such visit and payment of each invoice will be due within 30 days.

[END OF ATTACHMENT A]



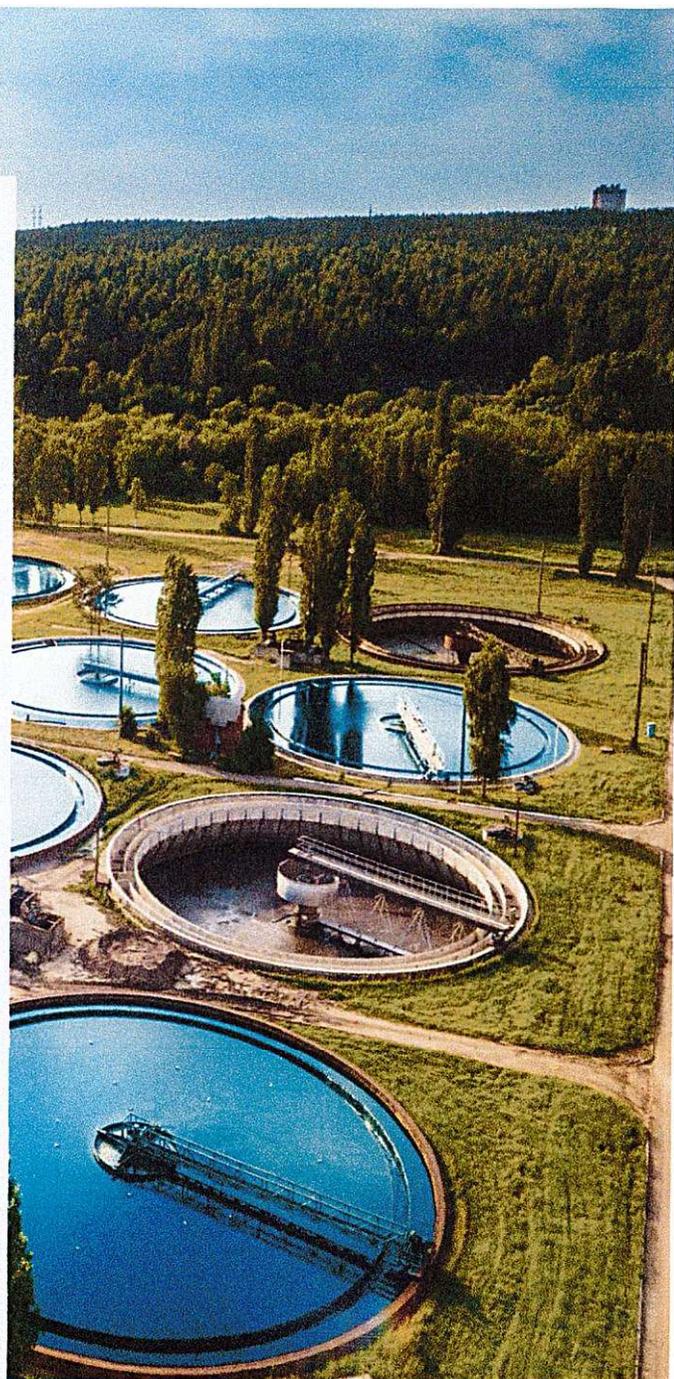
Cleaning Water, **Naturally.**

SULFIDE REDUCTION IN THE COLLECTION SYSTEM

BROKEN ARROW, OK

FEBRUARY 3, 26

City Of Broken Arrow, OK
Authored by: Jonathan Brummett



HISTORY OF FERMENTATION

It is my pleasure to present the continued use of our state-of-the-art Fermentation System for the Broken Arrow, OK collection system

Our Fermentation system was developed in conjunction with the University of Georgia Animal Science Research Center. The UGA Animal Science Research Center called for our help in developing technologies to remediate animal manures, hydrogen sulfide, ammonia and other normal challenges in the Dairy and Hog industries.

They asked us to develop a method to reduce animal wastes appreciably so that Dairy farms could reduce the impact of animal manures that are typically spread on soil. The goal was to continue adding the nutrients present in the manures, as well as reducing odors that cause consternation in communities across the United States. In addition to the odors from manure spreading, pathogens make their way into the soil during manure spreading.

During a year-long research project, we developed three different technologies that made their way into the patent which was issued less than a year following the completion of the research project. The first technology degraded the manures completely, breaking the carbon footprint and eliminating all odors associated with the manures. The second step stabilizes the water that results from Step 1 so that clean, nutrient-rich water can be applied to the fields as liquid fertilizer. The third step, which we are presenting here, builds an "on-site New-Growth Biological Fermentation System" that digests sludge and grease, and reduces hydrogen sulfide, as well as normal sewer odors.

The project was successful, and UGA began applying the technology to their own working Dairy.

Through this, we were able to develop the only complex facultative biological process whereby the growth of the biology is done at the application point. This allows us to treat any waste stream.

Municipal Trials

Following the completion of the research project, Bio-Chem conducted trials at multiple Municipal Wastewater Treatment Systems, implementing the technologies in collection systems as well as Wastewater Digesters.

Digester Trials revealed that as much as 100% of organics in Wastewater Digesters can be digested out, reducing sludge-disposal costs by more than 95%. This proved that Wastewater Treatment Plants can determine how much they want to reduce sludge during digestion, reducing sludge costs dramatically according to their need. This allows the operators to have more control over their plants by allowing them to waste more, decant sooner and longer with clearer supernatant, increasing capacity in the digester.

Collection System Trials were much better than we'd hoped. We knew that the technology would reduce FOG and sludge, as well as sewer odors appreciably, but it was better at reducing hydrogen sulfide than anyone expected. In multiple applications where iron products had been utilized ineffectively, Bio-Chem's sulfide reduction was dramatic. Today, Municipalities are reducing hydrogen sulfide from over 1000 ppm to single digits.

Advantages of Bio Augmentation

➤ **FOG and Sludge Reduction**

Bio-Chem's On-Site Fermentation System yields an 83:1 multiplication rate, meaning that for every pound of Bio-Chem's biological technology we add to a system, it multiplies 83 times, producing hundreds of trillions of effective, safe wastewater treatment bacteria and their enzyme systems., and continues birthing at the same rate. They overpower and digest organic solids without aggressive colonization that would make your system dependent on our technology. That means that your system will never become dependent on our technology. And, because our technology reduces FOG so effectively, there are fewer problems in the system. It is not uncommon for alarms from floats hanging on grease to be eliminated, reducing, and often eliminating overflows as a result.

➤ **Odor Reduction**

It has not been uncommon for hydrogen sulfide levels to drop from hundreds of parts per million to single digits. This allows a Municipality to determine how low they want those numbers to be, to make sure that odor complaints are kept to a minimum. Some Bio-Chem customers report no odor complaints at all.

➤ **Safe and Environmentally Friendly**

Fermenting is a safe solution that eliminates the need for harsh chemicals and toxic substances. It uses natural processes to break down pollutants and improve the health of the sewer system.

➤ **Cost-Effective**

Compared to traditional methods of odor control and hydrogen sulfide reduction, Fermenting is much more cost-effective. It eliminates the need for expensive equipment and ongoing maintenance, making it a budget-friendly solution.

➤ **Efficient**

Fermenting is a highly efficient solution that quickly and effectively reduces odors and harmful substances in the sewer system. It works 24/7 to ensure a cleaner and safer sewer environment.

➤ **Easy to Implement**

Implementing a bio augmentation program is easy and straightforward. We simply introduce the microorganisms into the sewer system and watch as they work to eliminate odors and reduce harmful substances.

Proposal

Starting in 2019, we worked with the Broken Arrow personnel to develop a plan to take our technology and implement it into your system. We have been very successful in achieving your goals, this was truly a team effort and continues to be. Maintaining your goals is a constant challenge as is with keeping costs stable. We work very hard to keep price increases at a minimum and we are proud of the fact that we have not had to issue price increases every year. Our last price increase was in May of 2024 but with increasing costs we are expecting a price increase starting April 1, 2026. Your current monthly cost is \$28,632.76; the new price will be \$29,491.74 which is a \$858.98 increase per month. This new price will go into effect on April 1, 2026, and will continue through to the end of 2026.

Conclusion

Our Fermentation technology has proven effective everywhere it has been employed, and we will continue to see the benefits in your system. Because this is a biological process, you will continue to see benefits at the wastewater treatment plant with no harmful side effects that you would with other chemical processes or corrosion of your system with those same chemical processes.

It is our conclusion that overall treatment efficiency will continue to improve in the Broken Arrow collection system, yielding multiple benefits. Using Bio-Chem's New-Growth Fermentation System, you will reap benefits beyond the immediate results in the collection system itself. It will also continue to benefit the Wastewater Treatment Plant.

If you have any questions, please feel free to contact me at (918) 261-0943.

Sincerely,

Bio-Chem, Inc.



Jonathan Brummett, President

*Jonathan Brummett personally appeared before me
on 2/3/26*

*Angela Beatty
My Commission Expires
Oct. 22nd 2029*



Fermentation Contract for the City of Broken Arrow, OK