

**BROKEN ARROW MUNICIPAL AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
USACE NATIONWIDE PERMIT APPLICATION
PROJECT NUMBER: 2154250**

1. Professional Service Provider:

- a. Name: Terracon Consultants, Inc.
- b. Telephone No.: 414-423-0255
- c. Address: 4900 S. Pennsylvania Ave, Ste 100, Cudahy, WI 53110-1347

2. Project Title and Location: USACE Nationwide Permit Application for the County Line Trunk Sewer Phase IIB project that is located on County Line between New Orleans to Washington St.

3. Contract for: Providing professional environmental services associated with public works projects for the Broken Arrow Municipal Authority (BAMA). Professional environmental services to include applying for a Nationwide Permit with the USACE to cover the construction of County Line Trunk Sewer Phase IIB project and related support services. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Professional Service Provider agrees that this professional service shall be treated as an important service to the BAMA and also agrees to commit the time necessary to perform the professional services in a professional manner.

4. Compensation: Professional Service Provider shall be compensated at the lump sum fee negotiated and the total compensation under this contract is Not to Exceed One Thousand Two Hundred and No/100 (\$1,200.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional BAMA employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time BAMA employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the BAMA's Administrative Policies.

5. Invoicing and Payment: The Professional Service Provider shall submit invoices requesting payment for services rendered to the BAMA monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the BAMA. Payment will be made within 30 days following the first eligible BAMA meeting occurring after the date on the invoice.

6. Time for Performance: These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within thirty (30) calendar days after the date the Notice to Proceed is issued. The BAMA will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service

Provider and the BAMA on the hours required for the work item.

7. Insurance: The Professional Service Provider shall acquire all insurance policies required for professional liability insurance, general liability, auto insurance, workers' compensation and/or health insurance. The Professional Service Provider shall provide proof of general liability and professional liability insurance coverage to the BAMA on or before the effective date of this Agreement.

During the performance of the services under this Professional Services Contract, the Professional Service Provider shall maintain the insurance coverage required below and the BAMA shall be named as an Additional Insured on each required policy:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- (2) Automobile Liability Insurance, with a combined single limit of not less than \$1,000,000 for each person, not less than \$1,000,000 for each accident and not less than \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

8. Indemnification: The Professional Services Provider agrees to indemnify, and hold harmless the BAMA, and its employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of The Professional Services Provider, its agents or employees.

9. Immigration Compliance: The Professional Service Provider shall comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”).

10. Firearms Industry Nondiscrimination: Professional Service Provider certifies, pursuant to 21 O.S. § 1289.31, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and that it will not so discriminate during the term of this Agreement. This clause applies only if Professional Service Provider is a company with at least ten (10) full-time employees and the Agreement value is at least \$100,000 paid in whole or in part from BAMA funds.

11. Governing Documents: The parties agree to perform this contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of this contract. In the event of conflict, these documents shall be interpreted in the following order:

- a. This Contract

- b. Attachment A to this Contract
- c. Duly Authorized Amendments arising out of this Contract

12. Electronic Signatures:

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

13. Governing Law: This agreement shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

14. Entirety of Agreement: The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto.

15. Effective Date: This Contract is effective shall be effective upon signature of both parties.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

Broken Arrow Municipal Authority:

Professional Service Provider:
Terracon Consultants, Inc.

By: Kenneth Schwab
Kenneth D. Schwab, Assistant City
Manager-Operations

By: Greg Rainka

Date: 2/12/2026

Title: Group Manager - Environmental

Attest: Curtis Green
Secretary [Seal]

Date: February 11, 2026

Date: 2/13/2026

Attest: Anish Patel
By: _____

Title: Assistant Corporate Secretary

Date: February 11, 2026

Approved as to form:

D. Graham Parker
Assistant City Attorney



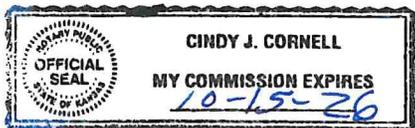
VERIFICATIONS

State of KANSAS)
) §
County of Johnson)

Before me, a Notary Public, on this 11th day of February 2026,
personally appeared Greg Rainka, known to me to be the (President,
Vice-President, Corporate Officer, Member, Partner or Other: _____
(Please circle or specify) of Terracon Consultants, Inc. to be the identical person who executed the
within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her
free and voluntary act and deed for the uses and purposes therein set forth.

Cindy Cornell

Notary Public



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ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Surveying and Related Support Services associated with the application of a Nationwide Permit with USACE for the construction of County Line Trunk Sewer Phase IIB. Work performed under the contract shall be performed on a not to exceed contract as requested by the BAMA.

SP- 2.0 SERVICES OF THE BAMA: THE BAMA WILL:

2.1. Furnish to Professional Service Provider all data in its possession, and needed engineering guidance as necessary for the service provider to complete the contract requirements.

2.2. Designate in writing a person to act as its representative in respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the BAMA's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

SP - 3.0 SCOPE OF SERVICES: THE PROFESSIONAL SERVICE PROVIDER SHALL:

3.1 The Professional Service Provider shall communicate with the USACE about the application of the Nationwide Permit to cover the construction of BAMA's County Line Trunk Sewer Phase IIB. Nationwide Permit 58 Application to USACE (includes preparation of applicable forms, compiling supporting documentation, and submittal to the USACE Tulsa District Regulatory Office through the online Regulatory request System (RSS). This scope includes up to two hours of virtual conference time with USACE, and response to one Request for Additional Information (RAI) from USACE. This application will be based on information utilized in obtaining coverage under the current nationwide Permit (verification of coverage received August 17, 2021). Should USACE request updated information or additional field studies, Terracon will provide a supplemental proposal for the additional services.

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]