

PROFESSIONAL SERVICES AGREEMENT
OCWUT00070
Spectrum Biotechnologies, LLC

This Professional Services Agreement (hereinafter “**Agreement**”) is entered into by and between Spectrum Biotechnologies, LLC, a Louisiana limited liability company (hereinafter referred to as “**SERVICES PROVIDER**”), and the Oklahoma City Water Utilities Trust, a public trust, enacted in accordance with the requirements under Oklahoma Law (hereinafter referred to as “**OCWUT**”).

WITNESSETH:

WHEREAS, on August 23, 2024, the **OCWUT** General Manager declared an emergency waiving competitive bidding to hire a qualified Contractor to perform sludge lagoon clean out services (the “**Project**”); and

WHEREAS, an Emergency Purchase Order was issued; and

WHEREAS, the **SERVICES PROVIDER** represented itself through successful completion of previous lagoon clean out projects, as an expert in this field with skilled professionals willing, able, and capable of timely providing the services requested and required by **OCWUT**; and

WHEREAS, based upon the representations, guarantees, and warranties expressed by the **SERVICES PROVIDER**, the General Manager of **OCWUT** selected and entered this **Agreement** with the **SERVICES PROVIDER**; and

WHEREAS, **OCWUT** retains **SERVICES PROVIDER** to provide professional services as an independent contractor; and

WHEREAS, **SERVICES PROVIDER** agrees to provide **OCWUT** all services, in accordance with the standards exercised by experts in the field, necessary to provide **OCWUT** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this **Agreement**.

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants set forth herein, **OCWUT** and **SERVICES PROVIDER** hereby mutually agree as follows:

1. Professional Services Agreement

Subject to the terms and conditions of this **Agreement**, **OCWUT** retains **SERVICES**

PROVIDER, an independent contractor, to provide **OCWUT** all services, in accordance with the standards exercised by experts in the field for a total estimated amount of \$3,100,000, necessary to provide **OCWUT** services, products, solutions, and deliverables that meet all the purposes and functionality requested or described in this **Agreement**. Notwithstanding the foregoing, the parties acknowledge and agree that **SERVICES PROVIDER** has already commenced work on the Project and that prior to the date of this **Agreement**, **SERVICES PROVIDER** previously mobilized its equipment and provided various services on **OCWUT**'s behalf as detailed in **Attachment "D"**.

a. This **Agreement** governs the Scope of Work including, but not limited to, all services, products, solutions and deliverables that have already been, or will be provided by **SERVICES PROVIDER** to **OCWUT**. Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**.

b. The text of this **Agreement**, together with the Attachments, constitutes the entire Agreement and the only understanding and agreement between **OCWUT** and **SERVICES PROVIDER** with respect to the services, products, solutions and deliverables already provided, or to be provided by **SERVICES PROVIDER** hereunder. This **Agreement** may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this **Agreement**.

c. If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

Attachment "A" ("Scope of Work")

Attachment "B" ("SERVICE PROVIDER'S Certificate of Insurance")

Attachment "C" ("Non-Collusion Affidavit/Non-Discrimination Statement")

Attachment "D" ("Previously Completed Work")

2. Retention of SERVICES PROVIDER and Scope of Work

SERVICES PROVIDER is solely responsible for the actions, non-action, omissions, and performance of **SERVICES PROVIDER'S** employees, agents, contractors, and subcontractors (herein collectively included in the term "**Services Provider's Project Team**") and to ensure the timely provision of the Project, timely performance of the Scope of Work, and the timely performance of all services, products, solutions and deliverables as each are defined in **Attachment "A"**.

SERVICES PROVIDER will be solely responsible to ensure the **Service Provider's Project Team** fully understands the Project, the Scope of Work, the Deliverables, the schedule for performance, and **OCWUT'S** goals and purposes. **SERVICES PROVIDER** will be solely responsible to ensure the **Service Provider's Project Team**, including Full Time Employees (FTEs) specifically assigned to work with the **SERVICES PROVIDER**, timely provides the Project and satisfies **SERVICES PROVIDER'S** obligations under this **Agreement**. **SERVICES PROVIDER** may not change the **Service Provider Project Team**, including list of FTEs for the services to be provided as set forth on **Attachment "A"** without the prior written consent of the General Manager of **OCWUT** ("**General Manager**") or designee.

SERVICES PROVIDER shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **SERVICES PROVIDER** shall obtain all patents, licenses and any other permission required to provide all services, products, solutions and deliverables and for use of all services, products, solutions and deliverables by **OCWUT**.

3. Compensation

a. Subject to Section 3(c) below, **OCWUT** shall pay **SERVICES PROVIDER** the compensation after completion of services or products as specified in **Attachment "A"**.

b. **OCWUT** and **SERVICES PROVIDER** acknowledge that the compensation to be paid to **SERVICES PROVIDER** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of **SERVICES PROVIDER and Service Provider's Project Team**.

c. **Attachment "D"** contains the fees and expenses incurred by **SERVICES**

PROVIDER as a result of performing various services for the Project prior to the date of this **Agreement**. The parties acknowledge and agree that the fees and expenses detailed in **Attachment “D”** are due and owed to **SERVICES PROVIDER** by **OCWUT** and shall be processed and paid upon the receipt of the invoice.

4. Independent Contractor Status

The parties hereby acknowledge and covenant that:

a. **SERVICES PROVIDER** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of **OCWUT** in performing the duties in this **Agreement**. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

b. All payments to **SERVICES PROVIDER** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **SERVICES PROVIDER** are performed outside the State of Oklahoma.

c. **OCWUT** will not withhold any social security tax, workmen’s compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **SERVICES PROVIDER** as **SERVICES PROVIDER** is an independent contractor and the members of its **SERVICES PROVIDER’S Team**, including FTEs assigned to work, that are not employees of **OCWUT**. Any such taxes, if due, are the responsibilities of **SERVICES PROVIDER** and will not be charged to **OCWUT**.

d. **SERVICES PROVIDER** acknowledges that as an independent contractor it and its **Service Provider’s Project Team**, including FTEs assigned to work, are not eligible to participate in any health, welfare or retirement benefit programs provided by **OCWUT** for its employees.

5. Termination and Stop Work

a. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect as stated herein, unless terminated by either party as provided for herein, until the Project is completed and accepted as provided herein. The **General Manager** or designee is hereby authorized to issue notices of termination or suspension on behalf of **OCWUT**. Subject to the terms

and conditions contained herein, this **Agreement** can be terminated, with or without cause, upon written notice, at the option of **OCWUT**.

b. **Termination for Cause.** Upon notice of termination for cause from **OCWUT**, **SERVICES PROVIDER** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **SERVICES PROVIDER** shall release and waive any interest in any retainage. **OCWUT** may hold any retainage as security for payment of any costs, expenses, or damages incurred by **OCWUT** by reason of **SERVICES PROVIDER'S** breach or other cause. Provided, however, upon notice of termination for cause, **SERVICES PROVIDER** shall deliver to **OCWUT** services, products, solutions and deliverables including, but limited to, all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

c. The rights and remedies of **OCWUT** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **SERVICES PROVIDER** under this **Agreement**.

6. Warranties

a. **SERVICES PROVIDER** warrants that all services, products, solutions and deliverables performed or provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **SERVICES PROVIDER** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **SERVICES PROVIDER** agrees to require all members of the **Services Provider's Project Team**, including FTEs assigned to work to provide any and all services, products, solutions and deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **SERVICES PROVIDER**.

b. During the term of this **Agreement**, **OCWUT'S** initial remedy for any breach of the above warranty shall be to permit **SERVICES PROVIDER** one additional opportunity to perform the services, or provide the products, solutions and deliverables without additional cost to **OCWUT**. If **SERVICES PROVIDER** cannot perform the services, or provide the products, solutions and

deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, **OCWUT** shall be entitled to recover, should **OCWUT** so determine to be in their best interest, any fees paid to **SERVICES PROVIDER** for previous payments, including, but not limited to, services, products, solutions, and deliverables and **SERVICES PROVIDER** shall make reimbursement or repayment within thirty (30) days of a demand by **OCWUT**. Should **SERVICES PROVIDER** fail to reimburse **OCWUT** within thirty (30) days of demand, **OCWUT** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

c. The **SERVICES PROVIDER** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be waived by any other provision, expressed or implied, in this **Agreement** or in any Attachment hereto.

7. Indemnification

SERVICES PROVIDER agrees to release, defend, and indemnify **OCWUT**, and hold **OCWUT** harmless against any losses, claims, damages, liabilities, expenses (including all reasonable legal fees and expenses), judgments, fines or settlements in connection resulted from the intentional acts or omissions, negligence, and misconduct of **SERVICES PROVIDER** and the **Services Provider's Project Team**, including FTEs assigned to work. Any such indemnification or reimbursement shall be made by **SERVICES PROVIDER** within thirty (30) days of an appropriate finding of facts, whether by mutual agreement or by a court of law. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

8. Confidentiality

SERVICES PROVIDER acknowledges that in the course of training and providing other support services to **OCWUT**, **OCWUT** may provide **SERVICES PROVIDER** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to **OCWUT'S** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **SERVICES PROVIDER** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **SERVICES PROVIDER** nor **Service Provider's Project Team**, (including the FTEs assigned to work) without the prior written consent of **OCWUT**,

shall disclose to any person, other than another member of **OCWUT'S** or the **SERVICES PROVIDER'S Project Manager**, any information obtained by **SERVICES PROVIDER**. **SERVICES PROVIDER** will require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

9. Miscellaneous.

a. **Validity.** The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

b. **No Waiver.** The failure or neglect of any party hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

c. **No Assignment without Consent.** The parties hereby agree that as this is an agreement for the provision of specialized services, therefore **SERVICES PROVIDER** may not assign this **Agreement** in whole or in part without the prior written consent of **OCWUT**. In addition, **SERVICES PROVIDER** agrees that the **SERVICES PROVIDER'S Project Manager** may not be removed or replaced without the express written consent of the General Manager or designee.

d. **Venue and Applicable Law.** **OCWUT** and **SERVICES PROVIDER** hereby agree that any dispute, legal proceeding or action which may arise between or among them arising out of or in connection with this **Agreement** shall be adjudicated before a court located in Oklahoma City, Oklahoma, and each hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma located in Oklahoma City, Oklahoma and of the Federal District Court for the Western District of Oklahoma, located in Oklahoma City, with respect to any action or legal proceeding commenced by any party. The **SERVICES PROVIDER** irrevocably waives any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this **Agreement**, and consents to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth in the notice provision of this paragraph. This **Agreement** shall be construed and enforced in accordance with the laws of the State of Oklahoma.

e. **Descriptive Headings.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

f. **Counterparts.** This **Agreement** may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

g. **Amendments.** This **Agreement** may not be modified, amended, altered or supplemented except upon the execution and delivery of a written amendment executed by each of the parties hereto.

10. Entire Contract.

a. This **Agreement** constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

b. **Time is of Essence.** Both **OCWUT** and **SERVICES PROVIDER** expressly agree that time is of the essence with respect to this **Agreement**, and the time for performance of each task shall be made a part of the **Agreement** and shall be strictly observed and enforced. Any failure on the part of **OCWUT** to timely object to the time of performance shall not waive any right of **OCWUT** to object at a later time.

c. **Upgrades and Substitutions.** During the performance of this **Agreement**, if any software named in this **Agreement** is upgraded in the software provider's product line by software performing the same functions, but using improved technology, then the newer product will be substituted upon the direction and approval of the General Manager or designee, and implemented by **SERVICES PROVIDER** for no increase in costs or fees.

d. **No Extra Work.** No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon **OCWUT** unless such services, work, product, solution, or deliverable is first requested and approved in writing by **OCWUT** through a contract amendment.

e. **Notices.** Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if emailed, hand delivered, or if sent by certified mail (upon the sooner of the expiration of three (3) days after deposit in United States

post office facilities properly addressed with first class postage prepaid or acknowledgment of receipt). All notices and payments to a party will be sent to the addresses set forth below or to such other address or person as such party may designate by notice to each other party hereunder:

To SERVICES PROVIDER:
Spectrum Biotechnologies, LLC
Attn: Josh Chapman
Geismar, LA 70734
jchapman@spectrumwater.com
Telephone: 225-647-3565

To OCWUT:
Oklahoma City Water Utilities Trust
Attention: General Manager
420 West Main, Suite 500
Oklahoma City, Oklahoma 73102
Telephone: (405) 297-2422

- f. **Effective.** This **Agreement** shall become effective upon execution by the last party.
- g. **Term and Renewal Option.** The initial term of the resulting Professional Services Agreement (PSA), shall be effective for a period of one year, as approved by **OCWUT**, with no renewals.

11. OCWUT'S RESPONSIBILITIES.

- a. **OCWUT** shall only provide such space, equipment and personnel to assist **SERVICES PROVIDER** as expressly set forth in **Attachment "A"**.
- b. All financial obligations of **OCWUT** under this **Agreement** shall be solely the obligations of **OCWUT** regardless of how stated herein.

12. Insurance.

- a. **SERVICES PROVIDER** shall obtain and provide **OCWUT** with a copy of the certificate of insurance prior to execution of the **Agreement** by **OCWUT** and thereby name **OCWUT** and the City as the certificate holder.
- b. **SERVICES PROVIDER** shall maintain such insurance throughout the term of this **Agreement** as required in the form and in the amount set forth in **Attachment "B"**, which is incorporated herein by reference.

c. **SERVICES PROVIDER** shall be responsible for providing **OCWUT** actual notice of any change, reduction, suspension, lapse or cancellation of any insurance provided under this **Agreement** at least thirty (30) days prior to such change, reduction, suspension, lapse or cancellation.

d. Should the insurance required by this **Agreement** be changed, reduced, suspended or cancelled, or otherwise lapse for any reason during the term of this **Agreement**, then **OCWUT** may terminate this **Agreement** for cause and **SERVICES PROVIDER** shall also be liable and responsible for any claim by **OCWUT** on their own behalf or on behalf of another, for:

1. any loss or damages, including direct, indirect, and consequential; and

2. any cost or expense, including attorney fees, court costs and administrative expenses; and

3. any other loss, damage cost or expense which would have been covered or assumed by the insurer had the changed, reduced, suspended, terminated, or lapsed policy been in effect without limitation as to the policy amount.

e. **OCWUT** reserves the right to withhold payment of any funds otherwise due **SERVICES PROVIDER** to pay any claim or potential claim which it reasonably believes would otherwise be payable under the insurance policy but only if there is a lapse or termination of any required insurance coverage, or if there is a change in coverage and such change results in a material reduction in the dollar value of coverage or materially changes the policy's scope of coverage.

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WITNESS the hands of the parties hereto:

The undersigned individual states that the SERVICES PROVIDER will be bound by the terms and conditions of this Professional Services Agreement.

TO BE COMPLETED BY THE SERVICES PROVIDER:

[Signature] Chief Operating Officer 10-16-24
Signature of Individual Title Date

Note: If the individual signing is not the owner or an officer of the business or corporation a letter of authorization is to be included. For instance, if a Salesman or Manager signed this form, a letter of authorization is to be attached. Corporate Seal will be accepted in lieu of an authorization letter if affixed to this document.

Joshua Shawn Chapman
Printed Name of Individual

Spectrum Biotechnologies LLC 6135 Industrial Dr. Bossier LA 70734
Company Name and Address [Please Print] Zip Code

(225) 647-3565
Telephone Number

TO BE COMPLETED BY THE NOTARY:

State of * Louisiana)
County of * Ascension) SS.
[*State and County where notarized must be written in.]

Signed and sworn to before this 16 day of October 2024

by Joshua Chapman
[Printed name of individual who signed above.]

My Commission number: 178549

My Commission expires: at death
[Date/Year]

[Signature]

Signature of Notary Public
ASHLEY O'HARA
LA Notary ID #178549
Ascension Parish, LA
My Commission Is For Life

(Seal)

Notary

APPROVED by the Trustees and signed by the Chairman of the Oklahoma City Water Utilities Trust this 5TH day of NOVEMBER, 2024.

ATTEST:

Amy K. Simpson
SECRETARY

John D. Couch
CHAIRMAN



OKLAHOMA CITY WATER UTILITIES TRUST
OFFICIAL SEAL
OKLAHOMA

CONCURRED by the Council and signed by the Mayor of The City of Oklahoma City this 19TH day of NOVEMBER, 2024.

ATTEST:

Amy K. Simpson
CITY CLERK

David Holt



THE CITY OF OKLAHOMA CITY
SEAL OF THE CITY OF OKLAHOMA CITY

REVIEWED for form and legality.

Hannah Green
ASSISTANT MUNICIPAL COUNSELOR

ATTACHMENT "A"
Scope of Work

**City of Oklahoma City Utilities Department, OK
Deputy Director of Utilities Engineering
Oklahoma City Utilities Department, OK
Attention: Will Huggins**

Technical Proposal Single Dredge

System RE: Emergency Sludge Removal – Sludge Lagoon

Spectrum Water Technology (SWT) is pleased to provide the following process for the **Emergency Sludge Removal - Sludge Lagoon**. The proposal is based on an initial contract of seventy (70) days on site, and the proposed process is for the best technical and economic scenario for the equipment that will be on site during the duration of the contract. The estimated processing duration is forty (40) days for 6,637 DRY TONS worth of material. The schedule was based on a twelve (12) hour working schedule.

For the duration of the project, there will be a total of eleven (8) Spectrum employees during a normal working day. One Project Manager & seven Project Leads. The activities of each will be described below. Supervision and involvement will also be provided by the Chief Operating Office, Project Operations Manager, Project Administration Manager, and the Safety department.

Thank you for the opportunity to provide this information.

Scope of Work (Description of Process)

- **Removal of the Sludge from the Lime Lagoon**
 - The amount of lime sludge from the lagoon is approximately 6,637 dry tons of sludge.
 - Dewatering of the Lime Lagoon
 - The lagoon will contain thickened lime sludge material
 - A dredge will pump the sludge from the lagoon through a tee then into a mix tank.
 - Once inside the mix tank, the material will be mixed to a homogenous mixture of sludge to feed the dewatering boxes and dewatering trailers.
 - A 4" diesel vac assist pumps will be utilized to pull the thickened sludge from the mix tank and feed the material to manifolds to feed the dewatering boxes and dewatering trailers.
 - Dewatering boxes and disposable liners provided by Spectrum

- Depending on the amount of thickened material to be processed/batch, Spectrum estimates a sludge processing rate of 400-600gpm.
- SWT 5380e (a high charged cationic flocculent emulsion) or **equivalent EPA approved polymer**, will be added to further condition the sludge feed stock for dewatering.
 - Neat SWT 5380e will be pumped into a SWT polymer blending system and chased with “clean water” in order to be made down into a solution.
 - The SWT 5380e feed pump will be a 10.0 gph LMI pump with a high viscosity pump head.
 - This step activates the polymer.
 - The SWT 5380e solution will be injected into the sludge feed stock line through an injection quill on the discharge side of the 4” diesel pumps.
 - This step will “bring together” or “floc” the smaller floc particles to create the desired larger “popcorn sized” floc for maximum phase separation and dewatering.
- The conditioned sludge feed stock flow will be pumped into fill manifolds which will enable the Spectrum personnel to fill up to Four (4) dewatering boxes at a time.
 - The dewatering boxes will be lined up, head to toe, in a 5 x 4 pattern
 - Each dewatering box will be lined with a disposable 3.5 oz 150 micron felt filter that must be replaced each time that the dewatering unit returns from the disposal.
 - The filter material was selected based on experience with similar sludge material.
 - The filters will be provided by Spectrum with the dewatering boxes.
 - The process of splitting the flow to multiple dewatering units is to spread the flow across as much surface area as possible for maximum dewatering efficiency.
 - With this setup Spectrum estimates to process approximately 100-150 gpm through each dewatering box and dewatering trailer
- The clean supernatant from the boxes will be pumped back to the lagoon by a diesel pump during the day & an electric pump at night through hoses. The hoses will be placed in a dich that goes under the fence to return to the pond.
- Dewatering Schedule:
 - The Schedule is based on filling thirty two (32) 30cy dewatering boxes per day
 - Estimated 7.5 “DRY TONS” of material per haul per dewatering box
 - Sludge will be “paint filter dry”
 - The duration was based on filling thirty two (32) boxes per day

- The removal and dewatering duration was set at forty (40) days operating twelve (12) hours per days for 6,637 DRY TONS.
- **Once Boxes and Trailers are Full Process**
 - Boxes will be filled to the top
 - After filling boxes, they will be allowed to dewater over night
 - Double rail trucks will take full boxes to the land apply site
 - Once dried sludge is disposed of at the land apply site, the boxes will be returned to the job site and be put back into rotation.
 - If a box cannot be dumped before end of day, box will sit over night to dewater further and will be disposed of the following day.

Spectrum Personnel Manpower Schedule and Execution Plan:

Spectrum Water Technology plans on utilizing one (1) project manager, (7) Project Leads for forty (40) days at twelve (12) hours per working day to dewater 6,637 Dry Tons of material. Spectrum will work 7 days a week 12 hours a day initially and may move to a 6 and 1 schedule for fatigues day with the approval of the plant.

During all operations, the Chief Operating Officer and Project Operations Manager will conduct routine audits and provide production scheduling and overall management.

Daily safety tool box meetings will take place in the mobile office between the Project Manager, Project Leads, and Project Technicians. During this time, the permit provided by operations and the Spectrum Water Technology daily JSA will be discussed and signed by all Spectrum personnel on site. The Project Manager will be the designated onsite safety coordinator and will conduct and record these meetings. Weekly safety audits will be performed by the Spectrum Safety Department representative.

The Spectrum Water Technology personnel will be responsible for implementing and carrying out the above stated Scope of Work (Description of Process) as well as maintain safe work practices, maintain good housekeeping practices, and conduct weekly recording/reporting of daily progress. The Site Supervisor will complete an operations report weekly and submit it to a representative.

Spectrum Water Technology personnel will communicate with each other via intrinsically safe 2-way radios.

Spectrum Water Technology personnel will be certified to operate the equipment as necessary to perform the daily tasks fully and safely.

Lab Screening/Chemicals:

Spectrum Water Technology offers an extensive line of coagulants, flocculants, defoamers, commercial dry bacteria (“dry bugs”), and commodity chemicals.

Many different chemicals and filter aid material lab screenings were conducted to determine the safest and most cost-effective combination to provide for the most efficient dewatering of the lagoon sludge. The samples were screened for different coagulant, flocculent, and filter aid combinations, and then the treated samples were poured over different filter media to represent the Turbo Phase Separator dewatering process. The sample results defined an appropriate candidate for the Turbo Phase Separator technology as described above for the Lagoon cleanout.

Materials:

The SWT 5380e will be ordered in a 270 gallon tote.

The SWT 3.5 oz 150 micron envelope style felt liners will need to be provided by Spectrum and stored on site. It is estimated that we will need six thousand (6,000) filters.

Transition Plan:

Should Spectrum Water Technology be the successful bidder, it is estimated that 7-14 days will be needed to mobilize and begin processing. Arrangements to mobilize sooner could be made if desired.

Proposal Clarifications

In the scenario listed above the following proposal clarifications are applicable.

Spectrum will bill at normal T&M Rates should any of the following conditions arise. These conditions include, but are not limited to the following:

- 1) Rain/lightning delays
- 2) Mechanical delays on the part of the Oklahoma City Water Utilities Trust or its Contractors. (ex. Gates not working, electrical power is down, etc.)
- 3) Delays regarding access to the job site
- 4) Excessive permitting hold ups
- 5) Acts of God/Nature
- 6) Plant equipment failures
- 7) Plant alarms/evacuations
- 8) Change in work scope
- 9) Other contractor interference or hold ups

Spectrum Water Technology will provide:

Safety:

- Company Safety Manual
- MSDS for all chemicals to be brought on site
- OSHA Basic and Site-Specific Training
- Security Passport for each employee on site
- Project Health and Safety Plan

The City will supply:

- 480V, 3 Phase, 100 Amp power will be provided on a utility pole by the edge of the lagoon
- 2" process water for the sludge dewatering process
- Fire hydrant to provide wash water to fill frac tank and wash material to pump
- A cut ditch under the fence to run hoses to and from lagoon

Cost: Dredging/dewatering/disposal of lime lagoon sludge for the City of Oklahoma City Utilities Department, OK:

Proposal Clarifications Addendum

Oklahoma City Utilities Department to Provide:

- **Utilities**
 - Water
 - Plant Utility Water for polymer make-down (75 PSI)
- **Power Requirements**
 - Mix Tank (480V, 60A, 3 Phase)
 - LMI Pump (110V)
 - This proposal assumes that Oklahoma City Utilities Department will be able to power all Spectrum equipment by way of a utility pole located next to the lagoon.
 - A generator can be supplied to by Spectrum to Oklahoma City Utilities Department at an additional cost

- **Work Area**
 - Stable/Graded Ground
 - If this is unavailable, Crane Mats can be supplied by Spectrum at an additional cost)
 - Sufficient Room for Proposed Layout (per drawing 400' x 400')
 - A one-time mow of the work area before project starts
 - A small ditch cut under the fence to allow hoses to pass under the fence.
- **Access**
 - To all work areas
 - Scaffolding (if needed)
 - Manlifts (can be supplied by Spectrum at an additional cost)
- **Permits**
 - Per shift, daily, and with minimum delays
 - Including General Work, Hot Work, Confined Space, and Vehicle Entry
- **Safety-Specific Requirements**
 - Hole Watch (can be supplied by Spectrum at an additional cost)
 - Fire Watch (can be supplied by Spectrum at an additional cost)
 - Rescue Team (can be supplied by Spectrum at an additional cost)

Schedule:

- This job is scheduled for 40 days working 12 hours per day until completion of 6,637 DRY TONS
- Straight Time Personnel Rates apply for the first eight (8) hours of each day, Monday through Friday and excluding Holidays
 - All hours exceeding eight (8) hours per day will be billed at Personnel Overtime Rates (1.5 times Straight Time)
 - All work performed on weekends will be billed at Personnel Overtime Rate (1.5 times Straight Time)
 - All work performed on Holidays are subject to Personnel Holiday Rates (“Double-Time”)

- There are 10 official holidays; New Years Eve, New Years Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day
- Transportation
 - This job is proposed on the basis that 32 boxes can be removed from the site per day
 - Inability of Hauling Company to meet this transportation demand will likely cause delays in production and an increase in project duration
 - Delays as a result of Hauling Company -managed transportation will be billed at Spectrum T&M Rates
- This job is scheduled for the following:
 - Mobilization
 - 18 days
 - Processing
 - 40 days
 - De-Mobilization
 - 12 days

Sludge Calculations

- This job is based on the following sludge calculations
 - *Starting % Solids*
 - 5 %
 - *Total Material to be Removed*
 - 6,637 Dry Tons
 - *Sample supplied*
 - Yes
- This job is assumed to have 950 boxes of sludge to be processed
 - These assumptions were made based on data given by Oklahoma City Utilities Department

- The sample provided is assumed to be representative of the material in the tank/pond to be cleaned.
- ***Should additional material be encountered, Oklahoma City Utilities Department will be billed at Spectrum T&M Rates***

Pricing Breakdown

Description	Qty	Unit	Unit Rate	Extension
Mobilization/Demobilization	1	Lump Sum	\$300,000.00	\$300,000.00
Removal of Residuals	6,637	Dry Ton	\$390.00	\$2,588,430.00
Site Restoration	1	Lump Sum	\$50,000.00	\$50,000.00
Total				\$2,938,430.00

Additional Clarifications:

- Any delays outside of the control of Spectrum will be billed to Oklahoma City Utilities Department at Spectrum T&M Rates. These delays include, but are not limited to the following:
 - Acts of God (weather and/or natural disaster)
 - Pandemic
 - Plant Alarms
 - Permitting
 - Transportation delays
 - Disposal facility delays
 - Other contractor interference
 - Changes in scope due to non-representative samples
 - Other changes in scope under the direction of Oklahoma City Utilities Department
- Expiration
 - This proposal is valid for thirty (30) days.
 - After the thirty (30) day window has closed, Spectrum will need to revisit rates and adjust as needed.
 - Expiration can also occur sooner than thirty (30) days in the event of natural disaster, or other life-changing events that significantly affect supply chain, availability, or pricing.
- Damages

- Any damages to Spectrum-owned Equipment, or third-party equipment rented for job that is incurred through no fault of Spectrum will be billed back to Oklahoma City Utilities Department as a pass-through cost. This includes:
 - Damage caused by Oklahoma City Utilities Department personnel
 - Damage caused by Oklahoma City Utilities Department contractors, other than Spectrum, working for Oklahoma City Utilities Department, unless other arrangements are made directly through Spectrum and Oklahoma City Utilities Department contractor.

Due to market volatility and continuous vendor cost increases, this bid is valid for thirty (30) days from bid issuance to job commencement. After this period has elapsed, all costs must be re-checked and at that time the bid is subject to potential price increases.

Issuance of Purchase Order indicates that a qualified Oklahoma City Utilities Department representative has read and agrees to the foregoing conditions and acknowledge receipt of these Clarifications. The terms above shall be considered "accepted."

Closing:

Spectrum Water Technology appreciates the opportunity to provide this proposal, and we look forward to discussing any questions or clarifications from the City of Oklahoma City Utilities Department regarding the scope proposed herein.

Following the submittal of all of the contractor proposals, Spectrum would like to present (if possible) the above-described process with the Technical and Commercial parties to further elaborate on the capability of the Spectrum Water Technology team to successfully and safely complete the process as described above and according to the scope of work to meet the Parish's expectations.

Sincerely,



Jared Vige
Sales/Estimator
Spectrum Water Technology

ATTACHMENT "B"
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gilroy Kernan & Gilroy 210 Clinton Rd New Hartford NY 13413	CONTACT NAME: PHONE (A/C, No, Ext): 315-768-8888		FAX (A/C, No): 315-768-8600
	E-MAIL ADDRESS: Service@gkgrisk.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Westchester Surplus Lines Insurance Company			10172
INSURER B : Aspen Specialty Ins. Co.			10717
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

INSURED SPECBIO-02
 Spectrum Biotechnologies Holdings, LLC
 Spectrum Biotechnologies, LLC DBA Spectrum Water Technology
 6135 Industrial Dr
 Geismar LA 70734-3366

COVERAGES

CERTIFICATE NUMBER: 1519526928

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		G71558836 006	9/4/2024	9/4/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		G71558885 006	9/4/2024	9/4/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			G71558836 006	9/4/2024	9/4/2025	Professional Limit \$ 1,000,000
A	Pollution			G71558836 006	9/4/2024	9/4/2025	Pollution Limit 1,000,000
B	Excess Umbrella (2nd Layer)			EX00DRJ24	9/4/2024	9/4/2025	Excess Umbrella 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess Liability Policies extend over commercial auto and workers compensation policies. Policy #sHSLR18-05724-07, 58761-B, MWC 115952 15
 Excess liability policies extend over professional liability and pollution liability.

Certificate holder is listed as additional insured where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Oklahoma City Water Utilities Trust
 420 W Main St. Ste. 500
 OKC, OK 73102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ross & Yerger Insurance, Inc. 100 Vision Drive, Suite 100 Jackson MS 39211	CONTACT NAME: Matthew Koury PHONE (A/C. No. Ext): 601-944-9729 E-MAIL ADDRESS: mkoury@rossandyerger.com		FAX (A/C. No):		
	INSURER(S) AFFORDING COVERAGE				
INSURED Spectrum Biotechnologies, LLC 6135 Industrial Drive. Geismar LA 70734	SPECBIO-01	INSURER A :	Houston Specialty Ins Co	NAIC #	12936
		INSURER B :	Louisiana Workers' Compensation Corp.		22350
		INSURER C :	Old Republic Ins Co		24147
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 840064776

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			HSLR18-05724-07	9/4/2024	9/4/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	58761-B	3/15/2024	3/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Workers Compensation - MultiState			MWC 115952 15	3/15/2024	3/15/2025	Each Accident \$1,000,000 Disease Each Employee \$1,000,000 Disease Policy Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Automobile Liability policy includes blanket additional insured, Blanket Waiver of Subrogation, and is Primary & Non-Contributory, when required by written contract. Both Workers Compensation policies include Blanket Waiver of Subrogation, when required by written contract. All above provisions are subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

Oklahoma City Water Utilities Trust
 420 W Main St. Ste. 500
 OKC OK 73102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT "C"
Non-Discrimination Statement

This **AGREEMENT** is made and entered into, by and between Spectrum Water Technology hereinafter referred to as "**SERVICES PROVIDER**" and the Oklahoma City Water Utilities Trust hereinafter referred to as the "**OCWUT**".

WITNESSETH:

WHEREAS, the governing body of the OCWUT has approved certain specifications; and

WHEREAS, this document until executed by the Mayor of Oklahoma City and the Chairman of the **OCWUT** constitutes the **SERVICES PROVIDER** proposal; and

NOW, THEREFORE, that in consideration of the covenants, agreements and representations as hereinafter set forth, it is mutually agreed by the parties that:

1. The **SERVICES PROVIDER** agrees to sell and deliver to the **OCWUT**, the items, materials, and/or services, specified in the Scope of Work, which is attached hereto and made a part of this **Agreement**.
2. The **SERVICES PROVIDER** expressly warrants that all articles, material, and/or work covered in this **Agreement** will conform to the specification documents attached to this **Agreement** and are hereby incorporated, as if set forth in full herein; and further warrants that the same shall be of good material and workmanship, and free from defects.
3. The **SERVICES PROVIDER** understands that the cost described in the Scope of Work is to be submitted in U.S. dollars at a firm price. Any cost submitted in any currency other than U.S. dollars will be rejected.
4. The **SERVICES PROVIDER** also understands that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount.
5. If any of the goods fail to meet the warranties contained in Paragraph 2, above, the **SERVICES PROVIDER**, upon notice from the **OCWUT**, shall promptly correct or replace the same at the **SERVICES PROVIDER'S** expense. If the **SERVICES PROVIDER** shall fail to so do, the **OCWUT** may cancel this order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to the **SERVICES PROVIDER**, all such goods will be held at the **SERVICES PROVIDER'S** risk. The **OCWUT** may, at the **SERVICES PROVIDER'S** direction, make available such goods to be returned to the **SERVICES PROVIDER** at the **SERVICES PROVIDER'S** risk, and all transportation charges, both to and from the original destination, shall be paid by the **SERVICES PROVIDER**. Any payment for such goods shall be refunded by the **SERVICES PROVIDER** unless the **SERVICES PROVIDER** promptly corrects or

replaces the same at the **SERVICES PROVIDER'S** expense.

6. The **OCWUT** agrees to pay to the **SERVICES PROVIDER** the price and amount in accordance with the Scope of Work, based on the quantity actually purchased, upon delivery to and acceptance by the **OCWUT**, of the material and/or service(s) above described and upon invoicing by the **SERVICES PROVIDER**, and approval by the **OCWUT**, of a verified claim for the amount due.
7. The **SERVICES PROVIDER** agrees, in connection with the performance of work under this **Agreement**:
 - a. That the **SERVICES PROVIDER** will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The **SERVICES PROVIDER** shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The **SERVICES PROVIDER** agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the **OCWUT** setting forth the provisions of this section, and;
 - b. That the **SERVICES PROVIDER** agrees to include this non-discrimination clause in any subcontracts connected with the performance of this **Agreement**.
8. In the event of the **SERVICES PROVIDER'S** non-compliance with the above non-discrimination clause, this **Agreement** may be canceled or terminated by the **OCWUT**. The **SERVICES PROVIDER** may be declared by the **OCWUT** ineligible for further Agreement(s) with the **OCWUT** until satisfactory proof of intent to comply is made by the **SERVICES PROVIDER**.
9. The risk of loss or damage shall be borne by the **SERVICES PROVIDER** at all times until the acceptance of goods and/or services by the **OCWUT**.
10. This **Agreement's** documents and any attachments constitutes the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this **Agreement**. This **Agreement** may not be modified or assigned unless approved in writing and signed by all parties.
11. The parties assume and understand that the variables in the **SERVICES PROVIDER'S** cost of performance may fluctuate; consequently, the parties agree that any fluctuations in the **SERVICES PROVIDER'S** costs will not alter the **SERVICES PROVIDER'S** obligations under this **Agreement** nor excuse performance or delay on the **SERVICES PROVIDER'S** part.
12. This **Agreement** shall be inoperative during such period of time that the aforesaid delivery or acceptance may be rendered impossible by reason of fire, Act of God or government regulation. Provided,

however, to the extent that the **SERVICES PROVIDER** has any commercially reasonable alternative method of performing this **Agreement** by purchase on the market or otherwise, the **SERVICES PROVIDER** shall not be freed of any obligations hereunder by this clause, even though the goods and/or services intended for this **Agreement** were destroyed or their delivery delayed because of an event described above.

13. The shipping or receiving of any goods under this **Agreement** shall not be deemed, or be, a waiver of any right to damages for any prior failure to ship or receive any goods.

14. This **Agreement** shall be governed by the laws of the State of Oklahoma.

15. The **SERVICES PROVIDER** shall be responsible for complying with all applicable federal, state and local laws.

16. The **SERVICES PROVIDER** certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Witness the hands of the parties hereto:

The undersigned states that the SERVICES PROVIDER will be bound by all components of the specifications, the terms and conditions of the Agreement, and the Requirements for the SERVICES PROVIDER.

THIS FORM TO BE COMPLETED BY THE SERVICES PROVIDER PRIOR TO AGREEMENT APPROVAL

Joshua Shawn Chapman Chief Operating Officer
Name of Authorized Agent Title of Authorized Agent

Spectra Biotechnologies, LLC 6135 Industrial Dr. Geismar, LA 70734
Company Name Company Address

(225) 647-3565
Telephone Number

Fax Number if applicable

TO BE COMPLETED BY THE NOTARY:

Signed and sworn to, before me this 16 day of October, 2021.

Ashley O'Hara
Notary Public

My Commission Expires: at death My Commission No. 178549

ASHLEY O'HARA
LA Notary ID #178549
Ascension Parish, LA
My Commission is For Life

NON-COLLUSION AFFIDAVIT

SERVICES PROVIDER MUST COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing **Agreement** for, and on behalf of, the **SERVICES PROVIDER**; that the **SERVICES PROVIDER** has not, directly or indirectly, entered into any agreement, express or implied, with any **SERVICES PROVIDER**, having for its object the controlling of the price or amount of such goods and/or services, the limiting of the goods and/or services or the **SERVICES PROVIDER**, the parceling or farming out to any other services provider or other persons, of any part of the **Agreement** or any part of the subject matter of the **Agreement**, or of the profits thereof, and that **SERVICES PROVIDER** has not and will not divulge the **Agreement** to any person whomsoever, except those having a partnership or other financial interest with the **SERVICES PROVIDER** in the said **Agreement**, until after the **Agreement** has been executed.

The undersigned further states that the **SERVICES PROVIDER** has not been a party to any collusion: among services providers in restraint of freedom of competition, or with any City/OCWUT official, City/OCWUT employee or City/OCWUT agent as to the quantity, quality, or price in the prospective **Agreement**, or any other terms of the said prospective **Agreement**; or in any discussions between a City/OCWUT official, City/OCWUT employee or City/OCWUT agent concerning the exchange of money or other thing of value for special consideration in the letting of **Agreement**. The **SERVICES PROVIDER** states that it has not paid, given or donated or agreed to pay, give or donate to any City/OCWUT official, officer or employee of the City any money or other thing of value, either directly or indirectly, in the procuring of the award of the agreement pursuant to this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

The undersigned individual states that the SERVICES PROVIDER will be bound by all components of the specifications, the terms and conditions of the Agreement, and the requirements for the SERVICES PROVIDER.

WITNESS the hands of the parties hereto:

Note: The owner or an officer of the business or corporation may sign this document. A Corporate Seal or a letter of authorization is needed for any other signer. For instance, if a Salesman or Manager signs this form, a letter of authorization or Corporate Seal is to be attached.

Joshua Shana Chapman Chief Operating Officer
Name of Authorized Agent Title of Authorized Agent

Spectrum Biotechnologies, LLC 6135 Industrial Drive Geismar, LA 70751
Company Name Company Address

(225) 647-3565
Telephone Number Fax Number if applicable

Signed and sworn to, before me this 16 day of October, 20 24.

[Signature]
Notary Public

My Commission Expires: at both My Commission No. 178549

ASHLEY O'HARA
LA Notary ID #178549
Ascension Parish, LA
My Commission is For Life

SERVICES PROVIDER MUST COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT

Attachment "D"

Previously Performed Work and Previously Incurred Fees and Expenses

Work Performed	Fees Incurred
Equipment Mobilization/Demobilization	\$180,000
2,375 Tons of Dry Material Removed (\$390/ton)	\$926,000
Total	\$1,106,000