



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

Monday, June 16, 2025

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. [25-40](#) Approval of the Broken Arrow Municipal Authority Meeting Minutes of June 2, 2025
- B. [25-834](#) Approval of and authorization to execute renewal for Medical Oxygen and Industrial Gas to American Medical Gas
- C. [25-812](#) Approval of and authorization to execute an Amendment to Service Agreement No. 50006466 (final renewal) with Clean Uniform Company for non-public safety employee uniform rental service
- D. [25-839](#) Approval of and authorization to execute 2-Year Geographic Information Services (GIS) Services Agreement for Managed GIS Services (ArcGIS Enterprise Administration) from Cloudpoint Geospatial
- E. [25-769](#) Approval of and authorization to execute Amendment No. 1 to the Professional Consultant Agreement with Holloway, Updike and Bellen, Inc. for the Park Lane Lift Station Improvements and Cambridge Estates Relief Line (Project No.S.24030)
- F. [25-885](#) Approval of and authorization to execute a Professional Consultant Agreement with Holloway, Updike and Bellen, Inc. for Sanitary Sewer Lift Station Conditional Assessments
- G. [25-820](#) Approval of and authorization to execute renewal to Infinity Fire for Annual Fire Protection Equipment Services and Maintenance for the Maintenance Department

- H. [25-813](#) Approval of and authorization to execute renewal of LarMar Industries for Generator Service and Repair for the Utilities Department
- I. [25-877](#) Approval of and authorization to execute a Global Financial Professional Services Agreement with Municipal Finance Services
- J. [25-816](#) Approval of and authorization to execute the first renewal for Wrecker Service to Storey Wrecker and 918 Wrecker Service to be rotated at the first of each month
- K. [25-804](#) Approval of and authorization to purchase 1,160 Trash Carts from Cascade Engineering pursuant to Sourcewell Contract No. 04521-CEI
- L. [25-829](#) Award the most advantageous bid to Anchor Stone for the purchase of Backfill Sand and Masonry Sand as needed and award the most advantageous bid to Tulsa Topsoil Inc. for the purchase of Topsoil as needed
- M. [25-807](#) Award the most advantageous bid to Apac-Central, Inc., as primary with Greenhill Concrete, and Anchor Stone Company as back-up bidders, for purchase of Aggregate as needed
- N. [25-827](#) Award the most advantageous bid to Ellsworth Construction and Apac-Central, Inc. as the primaries, and award Greenhill Concrete as a back-up vendor for asphalt as needed
- O. [25-862](#) Award the most advantageous bid to Fortiline for bid No. 25.169 Power Unit, Motor, & Hoses
- P. [25-842](#) Approval of and authorization to award the most advantageous bid to Graham Mechanical HVAC LLC as the primary and award McIntosh Services as the backup vendor for HVAC services under \$2,500
- Q. [25-869](#) Award the most advantageous bid to HHM Facility Management, LLC and authorize execution of a service agreement for Janitorial Services for City owned facilities listed in bid No. 25.161
- R. [25-835](#) Approval of and authorization to award the most advantageous bid to Infinity Fire for Fire Monitoring Services
- S. [25-805](#) Award the most advantageous bid to Nextlevel Redi Mix as primary and award Twin Cities Ready Mix, Inc and Greenhill Concrete as backup bidders for Concrete as needed
- T. [25-899](#) Approval of and authorization to renew bid 25.100 for gasoline and diesel to Offen Petroleum LLC
- U. [25-866](#) Ratification of the Claims List Check Register Dated June 09, 2025

4. Consideration of Items Removed from Consent Agenda

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

6. General Authority Business

- A. [25-860](#) Consideration, discussion, and possible approval of the proposed Fiscal
Year 2025-2026 Financial Plan for the Broken Arrow Municipal Authority

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. 5418 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 #: 25-40, **Version:** 1

**Broken Arrow Municipal Authority
Meeting of: 06-16-2025**

Title:

Approval of the Broken Arrow Municipal Authority Meeting Minutes of June 2, 2025

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: June 2, 2025 Broken Arrow Municipal Authority Minutes

Recommendation:

Approve the minutes of the June 2, 2025 Broken Arrow Municipal Authority Meeting.



City of Broken Arrow
Minutes
Broken Arrow Municipal Authority

City Hall
220 S 1st Street
Broken Arrow OK
74012

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

Monday, June 2, 2025

Council Chambers

1. Call to Order

Chairperson Debra Wimpee called the meeting to order at 9:13 p.m.

2. Roll Call

Present: 4 - David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee
Absent: 1 - Justin Green

3. Consideration of Consent Agenda

- A. 25-39** Approval of the Broken Arrow Municipal Authority Meeting Minutes of May 20, 2025
- B. 25-744** Acknowledgement of submittal of the Broken Arrow Municipal Authority's Solid Waste and Recycling Report for April 2025
- C. 25-761** Acknowledgement of submittal of the Broken Arrow Municipal Authority's Water Supply Report for the month of April 2025
- D. 25-762** Acknowledgement of submittal of the Broken Arrow Municipal Authority's Wastewater Discharge Monitoring Report for the month of April 2025
- E. 25-741** Approval of and authorization to execute an Agreement for the Provision of Services between the Broken Arrow Municipal Authority and the Metropolitan Environmental Trust for operation of the Broken Arrow Recycle Center and for services related to Household Hazardous Waste Collection
- F. 25-765** Approval of and authorization to execute a contract with URETEK USA, LLC. For the Tiger Hill Tank Void Fill project 2554480 pursuant State of Oklahoma Statewide Contract SW0721
- G. 25-740** Approval of the Waste Management landfill refuse tipping fee rate of \$27.81 per ton and the wastewater treatment plant sludge tipping fee rate of \$36.34 per ton plus the applicable Oklahoma Department of Environmental Quality fee
- H. 25-764** Approval of and authorization to purchase of one new 12x56 modular office trailer for the Lynn Lane Treatment Plant from BOXXModular pursuant to Sourcewell Contract and approval of and authorization to execute Budget Transfer for Fiscal Year 2025
- I. 25-763** Approval of and authorization to execute the purchase of eLynx monitoring equipment with Core & Main and authorization to execute agreement for the SaaS eLynx Monitoring and Equipment Services with eLynx Technologies
- J. 25-768** Approval of and authorization to execute Change Order No. 4 with Crossland Heavy Construction for the Lynn Lane Waste Water Treatment Plant Disinfection Improvements (S1905)

- K. 25-690 Approval of and authorization to execute Change Order No. 1 with Landmark Structures for the New Elevated Water Storage Tank (165424)
- L. 25-766 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 less than \$50,000
- M. 25-792 Ratification of the Claims List Check Register Dated May 29, 2025

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: 4 - David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

4. Consideration of Items Removed from Consent Agenda - NONE

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

A. 25-732 Presentation of City of Broken Arrow Annual Solid Waste Program Updates

Solid Waste and Recycling Director Jerry Schuber presented a comprehensive update on the department's progress and initiatives since 2021. The team has collected nearly 291 million pounds of trash and over 31 million pounds of recycling while conducting green waste studies and participating in numerous community events. The department has restructured staffing and routing for greater efficiency, added new equipment, and introduced an online bulky waste scheduling tool that has already been widely adopted by residents. Despite setbacks, such as the 2021 fire at the recycling facility, Schuber credited support from leadership and staff in driving improvements. Recycling volumes have increased significantly, outreach and education efforts have expanded, and operations have become more cost-effective through automation and technology upgrades. Additionally, customer growth of over 9% has driven rerouting efforts, and auditing has ensured accurate service billing. The department has maintained a commitment to service excellence while adapting to city growth and rising operational costs.

The council praised Solid Waste Director Jerry Schuber for his leadership and national recognition, noting his respected role on the Metropolitan Environmental Trust Board and his presentation alongside major cities at a national conference in Las Vegas. Schuber credited his team's excellence for their success. The council also discussed the potential future rollout of a green waste container to replace clear plastic bags, which would enhance cleanliness and efficiency. While some initial resistance was noted due to the inconvenience of storing another cart, the team explained the seasonal nature of green waste and how automation and infrastructure updates support the transition. The city will revisit this as part of broader discussions on service and rate models.

6. General Authority Business

- A. 25-783 Consideration, discussion, and possible approval of Resolution 1664, a Resolution of the Broken Arrow Municipal Authority (the "Borrower") authorizing a loan from the Oklahoma Water Resources Board in the total aggregate principal amount of not to exceed \$26,400,000; approving the issuance of a Series 2025A Promissory Note to Oklahoma Water Resources Board in the total aggregate principal amount of not to exceed \$26,400,000, secured by a pledge of revenues and authorizing its execution; designating a Local Trustee; approving and authorizing the execution of a Trust Agreement; approving and authorizing the execution of a Loan Agreement; approving

and authorizing the execution of a Security Agreement; ratifying and confirming a Lease Agreement; ratifying and confirming a Sales Tax Agreement; approving and authorizing a Note Purchase Agreement; approving various covenants; approving and authorizing application to the Oklahoma Water Resources Board; approving and authorizing professional services agreements; approving and authorizing payment of fees and expenses; and containing other provisions relating thereto

Tom Cook, from the Finance Department, presented Resolution 1664, which authorizes a loan from the Oklahoma Water Resources Board in an amount not to exceed \$26.4 million. This resolution involves issuing a 2025A promissory note secured by pledged revenues, designating a trustee, and executing multiple related agreements, including a trust agreement, a loan agreement, a security agreement, and a note purchase agreement. It also ratifies existing lease and sales tax agreements, approves covenants, authorizes the loan application, and permits payment for associated professional services. Cook explained that this is a routine process consistent with prior years, with additional staff present to address any questions.

William Kok, a resident, asked for clarification on the resolution, questioning whether the loan is part of an annual process and what its purpose is—specifically if it's used to pre-pay city expenses.

City Manager Michael Spurgeon explained that the loan from the Oklahoma Water Resources Board is part of the city's ongoing capital improvement strategy to maintain and upgrade water and sewer infrastructure. Each year, staff evaluates the system's needs—whether related to underground lines, treatment plants, or obligations to the regional RMUA system—and recommends projects totaling around \$20 to \$30 million. Because the city cannot fund these improvements from the regular budget, it borrows the necessary funds through the Water Resources Board, which offers the most cost-effective financing. This process is routine and essential for maintaining system reliability and meeting the demands of growth.

Mr. Kok expressed support for infrastructure improvements but questioned the need to borrow money rather than using existing utility revenues. Mr. Spurgeon explained that while borrowing isn't ideal, it's the most cost-effective and timely method due to the scale and urgency of multimillion-dollar projects. Relying solely on rate increases would delay work, increase future costs, and further burden residents. He emphasized the low-interest nature of loans from the Oklahoma Water Resources Board and clarified that interest only accrues as funds are drawn.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks

Move to Approve Item 25-783, Resolution 1664, a Resolution of the Broken Arrow Municipal Authority (the "Borrower") authorizing a loan from the Oklahoma Water Resources Board in the total aggregate principal amount of not to exceed \$26,400,000; approving the issuance of a Series 2025A Promissory Note to Oklahoma Water Resources Board in the total aggregate principal amount of not to exceed \$26,400,000, secured by a pledge of revenues and authorizing its execution; designating a Local Trustee; approving and authorizing the execution of a Trust Agreement; approving and authorizing the execution of a Loan Agreement; approving and authorizing the execution of a Security Agreement; ratifying and confirming a Lease Agreement; ratifying and confirming a Sales Tax Agreement; approving and authorizing a Note Purchase Agreement; approving various covenants; approving and authorizing application to the Oklahoma Water Resources Board; approving and authorizing

professional services agreements; approving and authorizing payment of fees and expenses; and containing other provisions relating thereto.

The motion carried by the following vote:

Aye: 4

David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

7. Remarks and Inquiries by Governing Body Members - NONE

8. Remarks and Updates by City Manager and Staff - NONE

9. Executive Session - NONE

10. Adjournment

The meeting was adjourned at approximately 9:38 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: 4 -

David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

Chairperson

Secretary



City of Broken Arrow

Request for Action

File #: 25-834, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 06-16-2025**

Title:

Approval of and authorization to execute renewal for Medical Oxygen and Industrial Gas to American Medical Gas

Background:

The City solicited Bid #25.109 for the supply of medical oxygen and industrial gases to replace the previous contract, which expired on June 30, 2024. The current contract runs through June 30, 2025, and includes the refill, lease, and rental of cylinders used by various City departments.

To ensure transparency and encourage competitive participation, the bid was advertised in the Tulsa World and on the City of Broken Arrow website.

Based on the consistently excellent service provided under the existing contract, staff recommends renewing the agreement with American Medical Gas for an additional term. Their proven reliability, responsiveness, and ability to meet the City's needs make them the preferred vendor.

Approval of this renewal will guarantee uninterrupted, timely, and efficient delivery of these essential gases through June 30, 2026.

Cost: Rates as set out in agreement

Funding Source: Various department operational accounts

Requested By: Ryan Baze, Maintenance Services Director

Approved By: City Manager Office

Attachments: Bid tabulation 25.109 Medical Oxygen & Industrial Gas, American Medical Gas Bid Docs & City Council Renewal.

Recommendation:

Approval of and authorization to execute renewal for Medical Oxygen and Industrial Gas to American Medical Gas.

BID: 25.109

MEDICAL OXYGEN & INDUSTRIAL GAS

Opening Date: August 14, 2024

Vendor	Fullerton Welding Supply			American Medical Gas			Gas and Supply		
Medical Oxygen for BAFD	Refill	Lease	Rental	Refill	Lease	Rental	Refill	Lease	Refill
Medical Oxgen (Gas Only)	\$0.00	\$0.00	NA	\$10.00	\$0.00	\$0.00	Under 100cf-\$0.49 Over 100cf- \$0.24	NA	NA
Oxygen USP "D" CGA 870	\$9.00	\$36.00/Yr/Cyl	NA	\$10.00	\$5.00/Mo/Cyl	\$60.00	\$7.35	\$85.00/Yr/Cl	\$0.28/Dy/Cyl
Oxygen USP 125 "M" CGA 540	\$18.50	\$50.00/Yr/Cyl	NA	\$10.00	\$5.00/Mo/Cyl	\$60.00	\$29.98	\$85.00/Yr/Cl	\$0.28/Dy/Cyl
Oxygen USP "E" 80 CGA 870	\$12.50	\$36.00/Yr/Cyl	NA	\$10.00	\$5.00/Mo/Cyl	\$60.00	\$19.20	\$85.00/Yr/Cl	\$0.28/Dy/Cyl
Industrial Gas Cylinders	Refill	Lease	Rental	Refill	Lease	Rental	Refill	Lease	Rental
Oxygen Indusrial 80 CGA 540	\$8.50	\$50.00/Yr/Cyl	NA	\$20.00	\$5.00/Mo/Cyl	\$60.00	\$14.23	\$85.00/Yr/Cl	\$0.28/Dy/Cyl
Carbon Dioxide 200 CGA 320	\$15.00	\$50.00/Yr/Cyl	NA	\$25.00	\$5.00/Mo/Cyl	\$60.00	\$27.39	\$85.00/Yr/Cl	\$0.28/Dy/Cyl
Carbon Dioxide 300 CGA 320	\$20.00	\$50.00/Yr/Cyl	NA	N/A	N/A	N/A	\$39.56	\$85.00/Yr/Cl	\$0.28/Dy/Cyl
Acetylene "C"	\$68.50	\$50.00/Yr/Cyl	NA	\$30.00	\$5.00/Mo/Cyl	\$60.00	\$59.65	\$85.00/Yr/Cl	\$0.28/Dy/Cyl
Acetylene "WQ"	\$48.50	\$50.00/Yr/Cyl	NA	\$65.00	\$5.00/Mo/Cyl	\$60.00	\$31.50	\$85.00/Yr/Cl	\$0.28/Dy/Cyl
Acetylene "MC"	\$28.50	\$50.00/Yr/Cyl	NA	\$30.00	\$5.00/Mo/Cyl	\$60.00	\$15.90	\$85.00/Yr/Cl	\$0.28/Dy/Cyl
Argon "T"	\$28.50	\$50.00/Yr/Cyl	NA	\$50.00	\$5.00/Mo/Cyl	\$60.00	\$35.25	\$85.00/Yr/Cl	\$0.28/Dy/Cyl
Argon "T-C/25"	\$28.50	\$50.00/Yr/Cyl	NA	\$50.00	\$5.00/Mo/Cyl	\$60.00	\$35.25	\$85.00/Yr/Cl	\$0.28/Dy/Cyl
Forklift Propane	Refill	Lease	Rental	Refill	Lease	Rental	Refill	Lease	Rental
	\$24.00	\$50.00	NA	\$50.00	\$20.00	\$240.00	\$25.83	\$85.00	\$0.28
Optional/Extra Services	Delivery Charge - \$10.00			Delivery Charge- \$40.00			Cylinder re-test for customer owned cylanders- \$35.00		

Notes* BID 25.109 was sent to five (5) vendors with three (3) responses. This BID was published in the Tulsa World as well as the City Website.

This Bid tabulation is true and accurate to the best of my knowledge.

Ryan Baze
Maintenance Services Director

Date

Attachment A

Medical Oxygen & Cylinders

PRICING SUMMARY

Note: Pricing is to be firm through June 30, 2025.

<u>Medical Oxygen for BAFD</u>	<u>Refill</u>	<u>Lease</u>	<u>Rental</u>
Medical Oxygen (Gas Only)	\$10.00_____	\$0_____	\$0_____
Oxygen USP "D" CGA 870	\$10.00_____	\$ 5.00_____	\$ 60.00_____
Oxygen USP 125 "M" CGA 540	\$10.00_____	\$ 5.00_____	\$ 60.00_____
Oxygen USP "E" 80 CGA 870	\$ 10.00_____	\$ 5.00_____	\$ 60.00_____

<u>Industrial Gas Cylinders</u>	<u>Refill</u>	<u>Lease</u>	<u>Rental</u>
Oxygen Industrial 80 CGA 540	\$ 20.00_____	\$ 5.00_____	\$ 60.00_____
Carbon Dioxide 200 CGA 320	\$ 25.00_____	\$ 5.00_____	\$ 60.00_____
Carbon Dioxide 300 CGA 320	\$ NA_____	\$ NA_____	\$ NA_____
Acetylene "C"	\$ 30.00_____	\$ 5.00_____	\$ 60.00_____
Acetylene "WQ"	\$ 65.00_____	\$ 5.00_____	\$ 60.00_____
Acetylene "MC"	\$ 30.00_____	\$ 5.00_____	\$ 60.00_____
Argon "T"	\$ 50.00_____	\$ 5.00_____	\$ 60.00_____
Argon "T-C/25"	\$ 50.00_____	\$ 5.00_____	\$ 60.00_____



The City of Broken Arrow, OK

Addendum for BID: 25.109

“MEDICAL OXYGEN & INDUSTRIAL”

Vendors are informed that the above subject BID is hereby explained, modified, corrected, or supplemented as specified, described, and set forth in this Addendum:

- **PLEASE ADD A LINE FOR FORKLIFT PROPANE**

	<u>Refill</u>	<u>Lease</u>	<u>Rental</u>
Forklift Propane	\$ <u>50.00</u>	\$ <u>20.00</u>	\$ <u>240</u>

Going forward, BID: 25.109 shall have these added or revised requirements.

Attachment A (Continuation)

1. List other optional services along with pricing

Delivery Charge per location \$ 40.00

2. List any value-added services and / or volume discount information.

Comments/Notes: _____

Name of Bidder: Scott Sanders _____ Title: President _____

Telephone Number: 918-625-0424 _____ Ext. _____

Email Address: scott@amedicalgasresources.com _____

Attachment B

References

Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom you have provided these services within the last three (3) years.

(1) Customer Name: Victor Welding and Supply_____Telephone: 918-584-3515_____

Contact Name: Scott Ringler_____Title: Owner_____

Address: 123 S Peoria Ave. Tulsa, OK 74120_____

Email Address sringler@victorwelding.com_____

(2) Customer Name: Gas and Supply_____Telephone: 918-740-6562_____

Contact Name: Adam Ensminger_____Title: General Manager_____

Address: 8595 W. 81st Street S Tulsa, OK 74131_____

Email Address adam.ensminger@gasandsupply.com_____

(3) Customer Name: SS Medical, Inc._____Telephone: 918-369-6067_____

Contact Name: James Hoos_____Title: Director of Operations_____

Address: 14915 S 49th W Avenue Kiefer, OK 74041_____

Email Address jhoos@ssmedical.com_____

Attachment C

INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma _____

COUNTY OF: Tulsa _____

Calvin Scott Sanders _____, Of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant furthers states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

N/A

For the purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X

Subscribed and Sworn to before me this 8th day of August
2024

My Commission Expires:

10/31/2024
Sarah Withrow

Notary Public

SARAH WITHROW
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES OCTOBER 31, 2024
COMMISSION #16010358

Attachment D

PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma _____

COUNTY OF: Tulsa _____

Calvin Scott Sanders, of lawful age, being first duly sworn, on oath says: 1. (S)he is the duly authorized agent of American Medical Gas Resources, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached; 2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and 3. neither the proposer nor anyone subject to the proposer's direction or control has been a party: a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b). to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X 

Subscribed and sworn to before me this 24th day of August
2024

My Commission Expires: 10/31/24
Sarah Withrow

Notary Public (or Clerk or Judge)





CONTRACT RENEWAL No. 1 of 4

This amendment by and between the Supplier or Contractor and Broken Arrow Municipal Authority defined below shall be effective as of the date this Amendment is fully executed. To the extent the award requires Broken Arrow Municipal Authority to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

Broken Arrow Municipal Authority	
Supplier or Contractor Full Legal Name:	American Medical Gas
Original RFP Number:	25.109
RFP Title Name:	Medical Oxygen and Industrial Gas
Original Award Date:	10/15/24
Current Contract Term:	10/15/2024 Through 06/30/2025
Amendment No.:	Renewal Number #1
	BAMA

WHEREAS, the Contract is in effect through the Current Contract Term as defined above;

WHEREAS, the Supplier or Contractor Warrants that it has complied with all requirements of the Contract during the Current Contract Term, Including but not limited to background check requirements, if any; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the award will be renewed/extended for an additional period of time as follows:

RENEW CONTRACT TERM	
Beginning Date of New Contract Term:	07/01/2025
End Date of New Contract Term:	06/30/2026




The parties agree the award will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the award for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	American Medical Gas Resources LLC
Authorized Signature:	
Printed Name and Title of Person Signing:	Calvin T. Sanders Vice President
Date:	6-3-2025
Company Address:	14915 S. 49th W. Ave Kiefer, OK 74041

Broken Arrow Municipal Authority

Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	



CONTRACT RENEWAL No. 1 of 4

This amendment by and between the Supplier or Contractor and Broken Arrow Municipal Authority defined below shall be effective as of the date this Amendment is fully executed. To the extent the award requires Broken Arrow Municipal Authority to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

Broken Arrow Municipal Authority	
Supplier or Contractor Full Legal Name:	American Medical Gas
Original RFP Number:	25.109
RFP Title Name:	Medical Oxygen and Industrial Gas
Original Award Date:	10/15/24
Current Contract Term:	10/15/2024 Through 06/30/2025
Amendment No.:	Renewal Number #1
	<i>BAMA</i>

WHEREAS, the Contract is in effect through the Current Contract Term as defined above;

WHEREAS, the Supplier or Contractor Warrants that it has complied with all requirements of the Contract during the Current Contract Term, Including but not limited to background check requirements, if any; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the award will be renewed/extended for an additional period of time as follows:

RENEW CONTRACT TERM	
Beginning Date of New Contract Term:	07/01/2025
End Date of New Contract Term:	06/30/2026




The parties agree the award will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the award for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	American Medical Gas Resources LLC
Authorized Signature:	
Printed Name and Title of Person Signing:	Calvin T. Sanders Vice President
Date:	6-3-2025
Company Address:	14915 S. 44 th W. Ave Kiefer, OK 74041

Broken Arrow Municipal Authority

Authorized Signature:	Debra Wimpee	
Printed Name and Title of Person Signing:	Debra Wimpee	Mayor
Date:	6/11/2025	

Danny Littlefield, Jr.

Danny Littlefield, Jr.
Deputy City Attorney
6/11/2025

Curtis Green

Curtis Green
Secretary
6/12/2025





City of Broken Arrow

Request for Action

File #: 25-812, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 06-16-2025**

Title:

Approval of and authorization to execute an Amendment to Service Agreement No. 50006466 (final renewal) with Clean Uniform Company for non-public safety employee uniform rental service

Background:

In 2021, the Purchasing Division of the Maintenance Services Department issued Bid #21.145 for uniform services to outfit approximately 200 city staff. The scope of services also includes floor mat service for all City buildings, dust mops for custodial operations, and shop rags for Fleet Maintenance.

Clean Uniform Company was awarded the bid. The original agreement included a one-year term ending June 30, 2022, with the option to renew annually for up to four additional years, contingent upon available funding.

This is the final renewal year under the original bid. Clean Uniform Company has proposed no price increases, and their service over the past year has been acceptable. Staff recommends renewing the agreement for one additional year.

Funding for uniform rental services is budgeted by each individual department.

Cost: Approximately \$75,000 (\$6,250 Monthly cost among various departments based on current quantities)

Funding Source: Various departmental operational accounts

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager Office

Attachments: Broken Arrow Municipal Authority Renewal

Recommendation:

Approval of and authorization to execute an Amendment to Service Agreement No. 50006466 (final renewal) with Clean Uniform Company for non-public safety employee uniform rental service.



CONTRACT RENEWAL (Final Renewal)

This amendment by and between the Supplier or Contractor and Broken Arrow Municipal Authority defined below shall be effective as of the date this Amendment is fully executed. To the extent the award requires Broken Arrow Municipal Authority to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

Broken Arrow Municipal Authority	
Supplier or Contractor Full Legal Name:	Clean Uniform
Original RFP Number:	21.145
RFP Title Name:	Uniform Rental and Supplies
Original Award Date:	06/21/21
Current Contract Term:	07/01/2024 Through 06/30/2025
Amendment No.:	Final Renewal

WHEREAS, the Contract is in effect through the Current Contract Term as defined above;

WHEREAS, the Supplier or Contractor Warrants that it has complied with all requirements of the Contract during the Current Contract Term, including but not limited to background check requirements, if any; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the award will be renewed/extended for an additional period of time as follows:

RENEW CONTRACT TERM	
Beginning Date of New Contract Term:	07/01/2025
End Date of New Contract Term:	06/30/2026

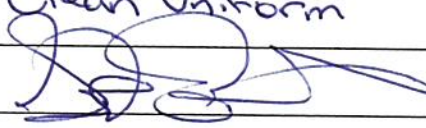


The parties agree the award will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the award for an additional period of time.

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3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

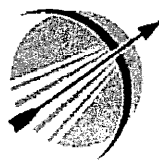
IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Clean Uniform
Authorized Signature:	
Printed Name and Title of Person Signing:	Sherd Ekstrom, Branch Manager
Date:	5/20/25
Company Address:	1223 N. 105 th E. Ave. Tulsa, OK 74116

Broken Arrow Municipal Authority

Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	



CONTRACT RENEWAL (Final Renewal)

This amendment by and between the Supplier or Contractor and Broken Arrow Municipal Authority defined below shall be effective as of the date this Amendment is fully executed. To the extent the award requires Broken Arrow Municipal Authority to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

Broken Arrow Municipal Authority	
Supplier or Contractor Full Legal Name:	Clean Uniform
Original RFP Number:	21.145
RFP Title Name:	Uniform Rental and Supplies
Original Award Date:	06/21/21
Current Contract Term:	07/01/2024 Through 06/30/2025
Amendment No.:	Final Renewal

WHEREAS, the Contract is in effect through the Current Contract Term as defined above;

WHEREAS, the Supplier or Contractor Warrants that it has complied with all requirements of the Contract during the Current Contract Term, including but not limited to background check requirements, if any; and

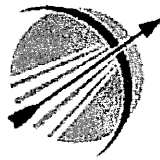
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the award will be renewed/extended for an additional period of time as follows:

RENEW CONTRACT TERM	
Beginning Date of New Contract Term:	07/01/2025
End Date of New Contract Term:	06/30/2026

CITY OF
BROKEN ARROW

Where opportunity lives

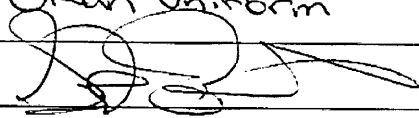


The parties agree the award will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the award for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Clean Uniform
Authorized Signature:	
Printed Name and Title of Person Signing:	Shad Ekstrom, Branch Manager
Date:	5/20/25
Company Address:	1223 N. 105 th E. Ave. Tulsa, OK 74116

Broken Arrow Municipal Authority

Authorized Signature:	Debra Wimpee	
Printed Name and Title of Person Signing:	Debra Wimpee	Mayor
Date:	6/11/2025	



Danny Littlefield
Deputy City Attorney
6/11/2025

2

Curtis Green
Curtis Green
Secretary
6/11/2025





City of Broken Arrow

Request for Action

File #: 25-839, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 6-16-2025**

Title:

Approval of and authorization to execute 2-Year Geographic Information Services (GIS) Services Agreement for Managed GIS Services (ArcGIS Enterprise Administration) from Cloudpoint Geospatial

Background:

Beginning in the latter part of FY23, an agreement with Cloudpoint Geospatial was approved by the Broken Arrow Municipal Authority to provide managed Geographic Information Services (GIS) to assist the City of Broken Arrow's GIS Division in ongoing projects.

This agreement is a continuation of those services for FY26 with a proposed 2-year agreement, dependent on funding approval for the second year.

The GIS department seeks to renew the contract with Cloudpoint to manage and enhance all GIS services for the upcoming fiscal year. Cloudpoint provides a dedicated project manager that supports technical personnel and provides ongoing consultation regarding GIS needs, including administrative services, data configuration and maintenance, software services and support. This renewal will ensure that all GIS projects align with a centralized goal, leveraging GIS capabilities to improve services for both citizens and staff.

Cost: \$87,000

Funding Source: Account No. 2205215-530870

Requested By: Scott Carr, IT Director

Approved By: City Manager's Office

Attachments: 20250605_Broken Arrow OK Managed Services Renewal.pdf

Recommendation:

Approve and authorize the execution of 2-Year Geographic Information Services (GIS) Services Agreement for Managed GIS Services (ArcGIS Enterprise Administration) from Cloudpoint Geospatial.

GIS SERVICES AGREEMENT

06 / 06 / 2025

This GIS SERVICES AGREEMENT (hereafter "Contract") is entered between the City of Broken Arrow (hereafter "Client") and Cloudpoint Geospatial, Inc. (hereafter "Cloudpoint").

Conditions

This Contract will not take effect until the Client returns a signed and dated copy of the Contract.

Scope and Duties

Cloudpoint agrees to provide Client with GIS support services as described in more detail in "**Attachment A**" that is attached to this Contract. Client understands and agrees that additional services beyond those described on the attachment are not included in the scope of this Contract. Cloudpoint shall provide those services reasonably required to assist Client and shall take reasonable steps to keep Client informed of the progress of its services and to respond to Client's inquiries. Client shall keep Cloudpoint advised of any changes in Client's physical address, email address, telephone number or similar location and contact information.

Requirements

Client agrees to provide the following requirements as part of this contract in order to meet the items specified in the scope of services.

1. Client shall maintain and keep current all software maintenance or subscription costs necessary to accomplish the tasks listed in the scope of services herein.
2. Client shall maintain the necessary hardware to accomplish the tasks listed in the scope of services herein.
3. Cloudpoint will not be obligated to provide GIS support services for hardware/devices of Client that are more than five (5) years old.

Fees and Term

Client agrees to pay Cloudpoint for its services at the following rate:

\$ 7,500 per month with a 1-year Contract

\$ 7,250 per month with a 2-year Contract

*2.5% discount is available for annual payment plans.

The initial term of this Contract shall commence on **JULY 1, 2025** and shall continue through and including **JUNE 30, _____** at which time the Contract shall conclude unless extended by mutual agreement of both Cloudpoint and Client. Client will be required to pay the difference of the remaining value of the contract in the event that this Contract is canceled by Client (excepting cancellations for an uncured event of default by Cloudpoint) at any point after the initial ninety (90) days but before the end of the full term, and in any event, Client must provide Cloudpoint with not less than thirty (30) days' notice of Client's intention to cancel this Contract. This contract shall be contingent upon annual appropriation by the Client's governing board.

Payment

The Client agrees to pay Cloudpoint for all services performed and all costs incurred in accordance with this Contract. Invoices for Cloudpoint's services shall be submitted, at Cloudpoint's option, either upon completion of such services (if additional services outside of the scope of listed herein are requested) or on a monthly basis. Accounts unpaid sixty (60) days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 90 days after the billing, Cloudpoint may institute collection action and the Client shall pay all costs of collection, including reasonable attorneys' fees.

Additional Services

Client understands and agrees that, if Client desires additional GIS services from Cloudpoint or a separate project that falls outside of the scope listed herein, these services will be provided under a separate contract.

Software

This proposal does not include any software licensing or maintenance fees for software. Client is responsible for providing the necessary software licensing for solutions deployed to and operated on their system. The Consultant is not responsible for any licensing violations brought on by the Client's negligence.

Indemnification

Each party to this Contract (in the capacity of "Indemnitor") hereby agrees to indemnify, and hold the other (in the capacity of "Indemnitee") harmless from and against all costs, liabilities, damages, including, reasonable attorneys' fees and costs (collectively, "Indemnified Costs") relating to or arising out of such Indemnitor's negligent acts, errors or omissions in the performance of professional services including breach of any obligation under this Contract, except to the extent caused by the negligent or intentional act or omission of the Indemnitee or its agents. This provision is included to the extent allowed by Oklahoma law, and in no way waives any defense of the Client as listed in the Oklahoma Governmental Tort Claims Act.

Liability Insurance

The Consultant maintains insurance coverage of the following types - Professional Liability, Commercial General Liability, Automobile Liability, Umbrella Policy, and Cyber Insurance. Certificates of insurance shall be provided to Client with additional insured listing upon request.

Limitation of Liability

In recognition of the relative risks, rewards, and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, that the Consultant's total liability to the Client for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this Contract from any cause or causes, shall be limited to two hundred fifty thousand dollars (\$250,000) or the

Consultant's fee, whichever is greater. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Unpaid Accounts

Accounts unpaid thirty (30) days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 90 days after the billing, the Consultant may institute collection action and the Client shall pay all costs of collection, including reasonable attorneys' fees.

Annual Payment Plan

Clients who choose to pay for twelve (12) months of services in advance shall receive a discount of two and one-half percent (2.5%) off the total annual fee. This discount applies only to full annual prepayments made at the beginning of the twelve-month period. The discount is non-refundable in the event of early termination of the agreement.

Signatures

In witness thereof, City of Broken Arrow and Cloudpoint Geospatial, Inc. agree to the terms as outlined herein
on date: _____

City of Broken Arrow

Signature

Name

Title

Address

City, State, Zip

Cloudpoint Geospatial

Signature

Erin Strickler

Name Erin Strickler

Title Vice President

Address 928 W. Mt. Vernon St.

City, State, Zip Metamora, IL 61548

ATTACHMENT A

Managed GIS Services (ArcGIS Enterprise Administration)

Professional Managed GIS Services will be provided to the Client on an on-going basis throughout the length of the contract. These services will be provided on the ArcGIS Enterprise platform and will be carried out by a dedicated project manager who will provide ongoing consultation to the Client regarding their GIS needs. The designated project manager for Advanced level services will be a certified GIS Professional as designated by the GIS Certification Institute (GISCI). Most services will be provided remotely.

The Client has staff that intend to handle the day-to-day GIS operations, with Cloudpoint mainly assisting to operate and maintain the ArcGIS Enterprise system where the GIS data lives. The services described below will provide that support.

Administrative Services

Dedicated Project Manager: The designated project manager for these services will be a certified GIS Professional as designated by the GIS Certification Institute (GISCI). They will provide ongoing consultation to the Client regarding their GIS needs.

General GIS Assessment: The project team will review the existing GIS environment and provide the following:

- Existing ArcGIS Enterprise infrastructure diagram
- Database schema reports for authoritative databases
- Licensing reports for ArcGIS Online/ArcGIS Enterprise
- Item report for ArcGIS Online/ArcGIS Enterprise Content
- Web Map Layer summary
- ADA Web Accessibility Compliance summary for public facing Web Applications in ArcGIS Online/ArcGIS Enterprise
- Cloudpoint's Geospatial Assessment and Progress Score (GAPS) which takes a broad look at the Client's existing GIS and provides a way to track progress year-over-year.

GIS Planning Meetings: With the Assessment complete, regular meetings with appropriate parties will allow for dedicated time to focus on making adjustments and ensure the needs of staff and the public are being met.

Data Configuration and Maintenance

Configuration of customized ArcGIS workflow solutions: Some workflows aren't best served by a pre-configured solution. For these workflows, Cloudpoint will utilize ArcGIS applications, such as Web Maps, Web Mapping Applications, Esri mobile applications, and dashboards to create a solution tailored to the Client. This work will include deploying and configuring four (4) of these solutions per year, this task will be limited to 50 hours per year. This does not include custom application development or scripting.

Maintenance of Authoritative GIS data: Cloudpoint will assist with maintaining and updating the Client's authoritative database data and ArcGIS content as needed.

Third-Party Software GIS Integration: Cloudpoint can assist with connecting the existing GIS data to other third-party software systems that can harness GIS data. Schema changes, any custom scripting needed for GIS integration, and the configuration and support of the third-party software GIS connection may not be included.

Migration of Deprecated Web Applications: With the pending retirement of Web AppBuilder, Cloudpoint will migrate applications from Web AppBuilder to Experience Builder. Because of the potential complexity of this migration, this task will be limited to 50 hours per year. Additional migration can be completed under a separate contract.

Software Services and Support

Esri Account Administration: The project manager will be available to administer the Client's ArcGIS Online and/or Portal for ArcGIS account, including managing users, groups, and organization settings. This does not include the administration of content. The Client is required to provide a named user account with administrative privileges for any applicable servers and Esri Accounts to be used solely by Cloudpoint for the duration of the contract.

Geodatabase Maintenance: Compression of geodatabases, rebuilding indexes, analyzing datasets.

Software Upgrades: Annual upgrades of ArcGIS Pro and in place upgrades of ArcGIS Enterprise.

ArcGIS Monitor: Setup and Configuration of ArcGIS Monitor provided client has licensing.

ArcGIS Account Backup Management: This optional service provides the deployment and administration of a third party backup solution for either ArcGIS Online or Portal for ArcGIS.

On-Call Remote GIS Technical Support: These services are available Monday through Friday, 7AM-5PM CST for up to four (4) users. These services are available Monday through Friday, 7AM - 5PM CST and include troubleshooting ArcGIS Pro, ArcGIS Online, ArcGIS Enterprise, editing workflows, software issues and bugs, and Esri Field Applications. The support of any external third-party software GIS connections is not included.

Optional Services

Cloudpoint provides the comprehensive services described above under a managed service contract. The following are additional services that are not included, but can be provided to the Client under a separate contract:

- Data collection
- Data creation
- Travel and Expenses for unplanned, onsite meetings
- Support of non-Esri and non-Trimble software and hardware
- Workflow automations requiring additional software

Block of Hours for Technical Support or Services

Block of hours of remote GIS support or professional services relating to the Esri ArcGIS platform, available Monday-Friday 8AM-5PM CST.

- Unused hours expire twelve (12) months from start date.
- In the event Cloudpoint is required to individually perform any data management tasks in ArcGIS Online and/or ArcGIS Enterprise, the Client is required to provide a named user account with administrative privileges to be

used solely by Cloudpoint for the duration of the contract.

- Due to the technical nature of ArcGIS Online Implementation, ArcGIS Enterprise upgrades and installations, these specific tasks are excluded from Block of Hours support.

Service	Price
Block of 24 Hours	\$5,400
Block of 48 Hours	\$10,080



City of Broken Arrow

Request for Action

File #: 25-769, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 6-16-2025**

Title:

Approval of and authorization to execute Amendment No. 1 to the Professional Consultant Agreement with Holloway, Updike and Bellen, Inc. for the Park Lane Lift Station Improvements and Cambridge Estates Relief Line (Project No.S.24030)

Background:

This project consists of demolition of the existing Park Lane and Cambridge Estates lift stations and construction of a new duplex submersible lift station at the Park Lane location. Due to growing population as well as a recent wastewater study, it has been determined that the Cambridge Estates and Park Lane Lift Stations are in need of significant rehabilitation. The study showed that the Cambridge Estates Lift Station can be converted to gravity by flowing to the Park Lane Lift Station. In order to meet the flow demands on the Park Lane Lift Station, the station needs to be upsized, this increase in capacity will allow the station to receive the new flow from the Cambridge Estate Lift Station relief line as well as future flows.

During design of this project, it was determined that additional work is needed in order to reroute the relief line to provide sewer access to nearby properties. For this reason, the Engineering and Construction Department negotiated Amendment No. 1 to the Professional Consultant Agreement with Holloway, Updike and Bellen, Inc. to provide additional survey, easement documents, and redesign for this project for a fee of \$11,000.00 for the Park Lane Lift Station Improvements and Cambridge Estates Relief Line (S.24030).

Cost: \$11,000.00

Funding Source: Engineering Professional Services

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

Approved By: City Manager's Office

Attachments: Professional Consultant Agreement Amendment No. 1

Recommendation:

Approve and authorize execution of Amendment No. 1 to the Professional Consultant Agreement with Holloway, Updike and Bellen, Inc. for Park Lane Lift Station and Cambridge Estates Relief Line (Project No.S.24030)

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

**PROJECT NAME: PARK LANE LIFT STATION IMPROVEMENTS & CAMBRIDGE
ESTATES RELIF LINE
PROJECT NO. S.24030**

THIS **AMENDMENT NO. 1**, made and entered into this 16 day of June 2025, 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 June 17, 2024, "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 construction of 8" sanitary sewer to relieve the existing Cambridge Estates Lift station and the construction of a replacement Parklane Lift Station and a new 6" force main.

WHEREAS, BAMA and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include additional survey, ROW documentation and design work to reflect the newly proposed sanitary sewer alignment.

WHEREAS, the ORIGINAL AGREEMENT and Amendment 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 revise previously prepared construction documents for construction of a new submersible lift station to replace the existing Park Lane LS and construct an 8" gravity sewer line to relieve the Cambridge Estates LS. The revisions are required to address property owner comments

requiring a new alignment and are necessary to obtain required easements. The new alignment requires new survey, preparation of additional ROW documents and redesign of the gravity sewer portion of the 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 June 17, 2024:	\$ 218,330.00
Amendment No. 1	
Additional Survey	\$ 4,000.00
Additional ROW Documents	\$ 3,500.00
Final Design Revisions	\$ 3,500.00
<hr/>	
Revised Total Contract Amount	\$229,330.00

3. AMENDED PROJECT SCHEDULE

The revised schedule for Amendment No. 1 is an additional 70 days from Notice to Proceed to conduct the new survey and prepare the additional ROW documents.

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.

REMAINDER OF PAGE INTENTIONALLY BLANK

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 Spurgeon, General Manager

Date: _____

Attest: _____
Secretary [Seal]

Date: _____

CONSULTANT:

Holloway, Updike & Bellen, Inc.

By: ST
Stephen Tolar, President

Date: 6/10/25

(CORPORATE SEAL, IF APPLICABLE)

Attest: Seal
Tiffany Hilton, Secretary

Date: 6/10/25

Approved as to form:

D. Graham Parker

Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of Delaware)

Before me, a Notary Public, on this 10th day of June, 2025, personally appeared Stephen Tolar, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: President) of Holloway, Updike & Bellen, 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:

10/01/28

Tiffany Hilton
Notary Public





City of Broken Arrow

Request for Action

File #: 25-885, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 06-16-2025**

Title:

Approval of and authorization to execute a Professional Consultant Agreement with Holloway, Updike and Bellen, Inc. for Sanitary Sewer Lift Station Conditional Assessments

Background:

The Broken Arrow Municipal Authority currently operates 32 lift stations across the sanitary sewer collection system. These lift stations are varying in size, age, and condition. To keep the collection system operating smoothly, an understanding of conditions of these lift stations is vital. A Lift Station Assessment was previously completed by Dewberry in 2015. Since the previous assessment multiple new lift stations have been added to the collection system, rehabbed, or have continued to age. The new condition assessment will include, but is not limited to, evaluations of site access/safety, lift station structure, pumping equipment, controls, and electrical at each station. This evaluation will also include more in-depth capacity assessments with flow testing on stations that are identified as having capacity issues.

A Professional Consultant Agreement has been negotiated with Holloway, Updike and Bellen, Inc. (HUB) for \$89,000.

Cost: \$89,000

Funding Source: E&C Professional Services

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

Approved By: City Manager's Office

Attachments: Professional Consultant Agreement-HUB

Recommendation:

Approve and authorize execution of a Professional Consultant Agreement with Holloway, Updike and Bellen, Inc. for Sanitary Sewer Lift Station Conditional Assessments

**AGREEMENT SUMMARY
BROKEN ARROW MUNICIPAL AUTHORITY
SANITARY SEWER LIFT STATION CONDITION ASSESSMENTS
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. N/A**

1.0 Professional Consulting Firm:

- 1.1 Name: Holloway, Updike and Bellen, inc.
- 1.2 Telephone No.: 918-251-0717
- 1.3 Address: 2001 N. Willow Ave.
Broken Arrow, OK 74012

2.0 Project Name/Location: Sanitary Sewer Lift Station Condition Assessments at thirty-two (32) locations located throughout the BAMA service area.

3.0 Statement of Purpose: Professional Services to perform site visits, inspections, condition assessments and report findings at thirty-two (32) sanitary sewer lift stations located throughout the BAMA service area.

4.0 Agreement Summary:

4.1 Sanitary Sewer Lift Station Condition Assessments

Kickoff Meeting	\$6,000.00
Site Visits and Findings Workshop:	\$40,000.00
Electrical Assessments Allowance	\$15,000.00
Structural Assessments Allowance	\$5,000.00
Capacity Assessments Allowance	\$15,000.00
Final Report and Presentation	\$8,000.00
Subtotal:	\$ 89,000.00

4.2 Agreement Time: 220 calendar days

4.3 Estimated Construction Cost: \$ N/A

5.0 Agreement Approved by the Owner on: _____

**AGREEMENT
 FOR
 PROFESSIONAL CONSULTANT SERVICES
 BETWEEN
 BROKEN ARROW MUNICIPAL AUTHORITY
 AND
 HOLLOWAY, UPDIKE, AND BELLEN, INC.
 FOR
 SANITARY SEWER LIFT STATION CONDITION ASSESSMENTS
 PROJECT NO. N/A**

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

W I T N E S S E T H:

WHEREAS, OWNER intends to procure Professional Services to perform site visits, inspections, condition assessments and report findings at thirty-two (32) sanitary sewer lift stations located throughout the BAMA service area (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. 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 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 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 - 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: Holloway, Updike, and Bellen, Inc.
2001 N Willow Ave.
Broken Arrow, OK 74012

Contact Name: Stephen Tolar, P.E., S.E.
President

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

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

By: _____

Michael L. Spurgeon, General
Manager

Date: _____

Attest: _____

Secretary [Seal]

Date: _____

Approved as to form:

D. Graham Parker

Assistant City Attorney

CONSULTANT:

Holloway, Updike and Bellen, Inc.

By: _____

ST

Stephen Tolar, President

Date: _____

10/10/25

(CORPORATE SEAL IF APPLICABLE)

Attest: _____

SEAL

Tiffany Hilton, Secretary

Date: _____

10/10/25**VERIFICATION**State of Oklahoma)
County of Adair) §

Before me, a Notary Public, on this 10th day of June, 2024, personally appeared Stephen Tolar, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Holloway, Updike and Bellen, 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:

10/10/28Tiffany Hilton
Notary Public

**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HOLLOWAY, UPDIKE, AND BELLEN, INC. (CONSULTANT)
FOR
SANITARY SEWER LIFT STATION CONDITION ASSESSMENTS
PROJECT NO. N/A**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the _____ day of June 2025.

1.0 PROJECT UNDERSTANDING

- 1.1 CONSULTANT understands that the OWNER has retained their Professional Services to perform site visits, inspections, condition assessments and report findings at thirty-two (32) sanitary sewer lift stations located throughout the BAMA service area..
- 1.2 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 PROJECT SCOPE

2.1 Sanitary Sewer Lift Station Condition Assessments

- 2.1.1 CONSULTANT will perform Sanitary Sewer Lift Station Condition Assessments at thirty-two (32) locations located throughout the BAMA service area. Scope of work Includes:

2.1.1.1 Kickoff Meeting:

- Review scope, schedule, purpose of project.
- Present draft condition assessment data form and revise as needed.
- Review of previous studies and reports.
 - Coordinate as necessary with the engineering consultant preparing the BAMA Wastewater master Plan update.
 - Identify any critical lift stations with known condition or capacity issues.
- Schedule lift station site visits and assign CONSULTANT and OWNER Staff for each facility.

- 2.1.1.2 Perform a site visit to each of thirty-two (32) lift stations and with assistance of OWNER Staff evaluate condition for the following categories:

- Site Access and Security
- Worker Safety

- Lift Station Structures
- Building or Support Structures
- Influent Isolation
- Influent Screening
- Gates and Valves
- Pumping Equipment
- Forcemain
- Bypass Pumping Connections
- Controls
 - Pump Controls
 - Telemetry
- Electrical (High-level screening only)
 - Service and Transformers
 - MCC and other Panels
 - ATS and Backup Power

2.1.1.3 While onsite interview OWNER Staff and document known defects and known capacity issues for each lift station.

2.1.1.4 Compile site visit information and conduct a post assessment Findings Workshop:

- Review condition of each lift station
- Identify deficiencies
- Discuss known capacity issues raised by OWNER Staff
- Obtain, review and utilize BAMA Wastewater Master Plan update and discuss lift stations with projected capacity issues.
- Recommend lift stations that require additional condition or capacity evaluations.

2.1.1.5 Perform Additional Condition or Capacity Assessments. Scope and fee for these additional assessments will be determined based on Workshop. These will be paid through the Additional Assessments Allowance with prior authorization by OWNER:

- Additional electrical equipment assessments. In the initial condition assessments, the electrical equipment will be evaluated based on a high-level screening by an Oklahoma Registered Professional Engineer with extensive experience with lift station equipment and operation. Lift Stations identified for additional electrical equipment assessments will have a second site visit performed by an Oklahoma Registered Professional Electrical Engineer.
- Additional structural equipment assessments. In the initial condition assessments, structures will be evaluated based on a high-level screening by an Oklahoma Registered Professional Engineer with extensive experience with lift station structures. Lift Stations identified for additional structural assessments will have a second site visit performed by an Oklahoma Registered Professional Electrical Engineer.
- Additional capacity assessments. In the initial condition assessments, OWNER Staff will comment on any known capacity issues. This information along with review of previous studies and reports will identify lift station that will

require flow testing to determine existing firm capacity. Lift Stations identified for additional assessments will have a second site visit to conduct flow testing by the best available method.

2.1.1.5 Prepare a Final Report including:

- Documentation of Condition Assessment information collected.
- Provide recommendations of improvements needed to address deficiencies.
- Provide cost estimates and proposed phasing for recommended improvements.
- Provide a presentation to OWNER with a brief summary of condition assessments, recommended improvements, phases and costs.

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HOLLOWAY, UPDIKE, AND BELLEN, INC. (CONSULTANT)
FOR
SANITARY SEWER LIFT STATION CONDITION ASSESSMENTS
PROJECT NO. N/A**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the ____ day of June 2025.

- 1.0 CONSTRUCTION PLANS:** Not Included
- 2.0 DESIGN ANALYSIS:** The CONSULTANT shall submit in-full, any design analysis developed for preliminary and final design.
- 3.0 TECHNICAL SPECIFICATIONS:** Not Included
- 4.0 DESIGN CALCULATIONS:** The CONSULTANT shall submit in-full, any design calculations developed for preliminary and final design.
- 5.0 CONTRACT DOCUMENTS:** Not Included

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HOLLOWAY, UPDIKE, AND BELLEN, INC. (CONSULTANT)
FOR
SANITARY SEWER LIFT STATION CONDITION ASSESSMENTS
PROJECT NO. N/A**

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 June, 2025.

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 Condition Assessment Kickoff Meeting: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 6,000.00 for the completion of the Condition Assessment Kick Off Meeting. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Condition Assessment Site Visits and Findings Workshop: The OWNER shall pay the CONSULTANT a lump sum amount of \$40,000.00 for the completion of the Condition Assessment and Results Workshop. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Additional Electrical Condition Assessments Allowance: The OWNER shall pay the CONSULTANT NTE amount of \$15,000.00 for the completion of the Additional Electrical Condition Assessments. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Additional Structural Condition Assessments Allowance: The OWNER shall pay the CONSULTANT NTE amount of \$5,000.00 for the completion of the Additional Structural Condition Assessments. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5 Additional Capacity Condition Assessments Allowance: The OWNER shall pay the CONSULTANT NTE amount of \$15,000.00 for the completion of the Additional Capacity Condition Assessments. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.6 Final Report and Presentation: The OWNER shall pay the CONSULTANT a lump sum amount of \$8,000.00 for the completion of the Final Report and Presentation. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.7 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

2.0 ADDITIONAL SERVICES BASED ON TIME

Scope for Additional Assessments will be determined based on recommendations from the Findings Workshop. Scope and fees for work under these allowances will be lump sum fee to be negotiated with OWNER prior to starting any Allowance work.

3.0 REPRODUCTION

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

4.0 MILEAGE

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

5.0 DIRECT COSTS

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

6.0 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
HOLLOWAY, UPDIKE, AND BELLEN, INC. (CONSULTANT)
FOR
SANITARY SEWER LIFT STATION CONDITION ASSESSMENTS
PROJECT NO. N/A**

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 June, 2025.

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.
- 1.7 OWNER shall provide knowledgeable Staff to accompany CONSULTANT during site visits, attend interviews and review all condition assessment information.
- 1.8 OWNER will provide Record Drawings, Maintenance Records, GIS Shape Files, and other information as available for the associated lift stations.

2.0 SPECIAL CONDITIONS

- 2.1 None

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY(OWNER)
AND
HOLLOWAY, UPDIKE, AND BELLEN, INC.
FOR
SANITARY SEWER LIFT STATION CONDITION ASSESSMENTS
PROJECT NO. N/A**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the _____ day of June, 2025.

1.0 CONDITION ASSESSMENT KICKOFF MEETING:

2.1 60 calendar days after notice to proceed.

2.0 CONDITION ASSESSMENT SITE VISITS AND FINDINGS WORKSHOP:

2.1 90 calendar days after notice to proceed.

3.0 ADDITIONAL CONDITION ASSESSMENTS (AS REQUIRED):

2.1 To be determined.

4.0 FINAL REPORT AND PRESENTATION:

2.1 60 calendar days after completion of additional condition assessments.



City of Broken Arrow

Request for Action

File #: 25-820, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 06-16-2025**

Title:

Approval of and authorization to execute renewal to Infinity Fire for Annual Fire Protection Equipment Services and Maintenance for the Maintenance Department

Background:

The City of Broken Arrow, through the Maintenance Services department, has sought proposals for Annual Fire Protection Equipment Services and Maintenance. The Purchasing Department issued Request for Proposal Packet 24.150, and after evaluating the proposals, it was determined that Infinity Fire submitted the most advantageous bid for the City. The request for proposal includes options for contract renewals, contingent on the approval of the Broken Arrow Municipal Authority.

This submission marks the first renewal request of the contract, with three additional renewals available in the future.

Cost: Stated in Proposal

Funding Source: Multiple Funding Sources

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: Bid Renewal City Council (Infinity Fire); Signed-Renewal_for_BAMA_Agenda_25-820-Renewal_for_Annual Fire Protection, 24.150 bid tab

Recommendation:

Approval of and authorization to execute renewal to Infinity Fire for Annual Fire Protection Equipment Services and Maintenance for the Maintenance Department



CONTRACT RENEWAL No. 1 of 4

This amendment by and between the Supplier or Contractor and Broken Arrow City Council defined below shall be effective as of the date this Amendment is fully executed. To the extent the award requires The Broken Arrow City Council to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

Broken Arrow City Council	
Supplier or Contractor Full Legal Name:	Infinity Fire LLC
Original RFP Number:	24.150
RFP Title Name:	Annual Fire Protection Equipment Services and Maintenance
Original Award Date:	07/01/24
Current Contract Term:	07/01/2024 Through 06/30/2025
Amendment No.:	Renewal Number #1

WHEREAS, the Contract is in effect through the Current Contract Term as defined above;

WHEREAS, the Supplier or Contractor Warrants that it has complied with all requirements of the Contract during the Current Contract Term, including but not limited to background check requirements, if any; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the award will be renewed/extended for an additional period of time as follows:

RENEW CONTRACT TERM	
Beginning Date of New Contract Term:	07/01/2025
End Date of New Contract Term:	06/30/2026

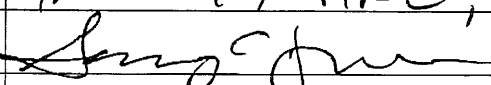


The parties agree the award will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the award for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	INFINITY FIRE, LLC
Authorized Signature:	
Printed Name and Title of Person Signing:	GARY C. JONES CHIEF OPERATING OFFICER
Date:	05/20/2025
Company Address:	104 S. 109 th E. Place Tulsa, OK 74128

Broken Arrow Municipal Authority

Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	



CONTRACT RENEWAL No. 1 of 4

This amendment by and between the Supplier or Contractor and Broken Arrow Municipal Authority defined below shall be effective as of the date this Amendment is fully executed. To the extent the award requires Broken Arrow Municipal Authority to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

Broken Arrow Municipal Authority	
Supplier or Contractor Full Legal Name:	Infinity Fire LLC
Original RFP Number:	24.150
RFP Title Name:	Annual Fire Protection Services and Maintenance
Original Award Date:	07/01/2024
Current Contract Term:	07/01/2024 Through 06/30/2025
Amendment No.:	Renewal Number #1

WHEREAS, the Contract is in effect through the Current Contract Term as defined above;

WHEREAS, the Supplier or Contractor Warrants that it has complied with all requirements of the Contract during the Current Contract Term, Including but not limited to background check requirements, if any; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the award will be renewed/extended for an additional period of time as follows:

RENEW CONTRACT TERM	
Beginning Date of New Contract Term:	07/01/2025
End Date of New Contract Term:	06/30/2026

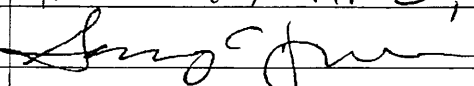


The parties agree the award will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the award for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	INFINITY FIRE, LLC
Authorized Signature:	
Printed Name and Title of Person Signing:	GARY C. JONES CHIEF OPERATING OFFICER
Date:	05/20/2025
Company Address:	104 S. 109th E. Place Tulsa, OK 74128

Broken Arrow Municipal Authority

Authorized Signature:	Debra Wimpee	
Printed Name and Title of Person Signing:	Debra Wimpee	Mayor
Date:	6/11/2025	

Danny Littlefield, Jr.

Danny Littlefield, Jr.
 Deputy City Attorney
 6/11/2025

Curtis Green

Curtis Green
 Secretary
 6/12/2025



Bid # 24.150 - Annual Fire Protection Equipment Service and Maintenance			APS Fire Co	INFINITY FIRE
	Units	Description	Per Unit	Per Unit
		Annual Fire Extinguishers and Tag	-	-
1	2.5	ABC OR BC	7.50	4.50
2	5	ABC OR BC	7.50	4.50
3	10	ABC OR BC	7.50	4.50
4	20	ABC OR BC	7.50	4.50
5	5	CO2	7.50	4.50
6	10	CO3	7.50	4.50
7	15	CO4	7.50	4.50
8	20	CO5	7.50	4.50
9	2.5	HALON	7.50	4.50
10	5	HALON	7.50	4.50
11	9	HALON	7.50	4.50
12	13	HALON	7.50	4.50
13		Five Year Maintenance		
14	5	C02	74.00	50.00
15	10	C03	99.00	60.00
16	15	C04	119.00	75.00
17	20	C05	139.00	90.00
18		Six Year Maintenance		
19	2.5	ABC OR BC	30.49	20.00
20	5	ABC OR BC	37.49	25.00
21	10	ABC OR BC	52.99	30.00
22	20	ABC OR BC	68.00	40.00
23	2.5	HALON	86.99	40.00
24	5	HALON	86.99	45.00
25	9	HALON	86.99	50.00
26	13	HALON	86.99	55.00
27		Hydrostatic Testing of Extinguishers		
28	2.5	ABC OR BC	40.00	22.00
29	5	ABC OR BC	58.99	32.00
30	10	ABC OR BC	68.49	38.00
31	20	ABC OR BC	93.99	50.00
32	5	CO2	109.00	50.00
33	10	CO2	129.00	60.00
34	15	CO2	149.00	75.00
35	20	CO2	179.00	90.00
36	2.5	HALON	115.95	50.00
37	5	HALON	115.95	60.00
38	9	HALON	115.95	70.00
39	13	HALON	115.95	80.00
40	5	HALON	115.95	NA
41		Fire Extinguisher Refills & Additional Charges		
42	2.5	ABC OR BC	31.00	18.00
43	5	ABC OR BC	59.00	21.00
44	10	ABC OR BC	79.00	14.00
45	20	ABC OR BC	109.00	35.00
46	5	CO2	49.00	50.00
47	10	CO3	62.00	60.00
48	15	CO4	76.00	75.00
49	20	CO5	89.00	90.00
50	2.5	HALON	Market \$	43.00
51	5	HALON	Market \$	43.00
52	9	HALON	Market \$	43.00

53	13	HALON	Market \$	43.00
54	1	PULL RINGS	3.19	\$0.00
55	1	O RINGS	3.18	\$0.00
56	1	TAMPER SEALS	2.09	\$0.00
57	1	VALVE STEMS	14.90	\$0.00
58	1	SIPHON TUBES	16.45	N/A
59	1	GUAGES	N/A	N/A
60	1	HANDLES	N/A	N/A
61	1	VALVE TEM O RING	Included	N/A
62		Kitchen Range Hood Systems		
63	1	SEMI ANNUAL RANGE HOOD INSPECTION	189.00	100.00
64	1	ANSUL WET SYSTEM RECHARGE	136.96	700.00
65	1	HYROSTATIC TESTING OF SYSTEM BOTTLES	71.99	40.00
66	1	ANNUAL REPLACEMENT OF FUSIBLE LINKS	5.99	11.50
67	1	Fire Sprinkler Systems		
68	1	ANNUAL INSPECTION PER UNIT	200.00	150.00
69	1	FIVE YEAR INSPECTION PER UNIT	843.00	700.00
70	1	FIRE PUMP INSPECTION PER UNIT	950.00	600.00
71	1	Fire Alarm Inspection		
72		FIRE ALARM SYSTEMS ANNUAL INSPECTIONS PER UNIT	275.00	150.00
73		Maintenance and Minor Repairs		
74		KITCHEN RANGE HOOD SYSTEMS & REPAIR LABOR PER HR	125.00	95.00
75		OVERTIME PER HR	125.00	142.50
76	1	PERCENTAGE MARKUP OF CONTRACTORS COST FOR PARTS	35%	15%
77		SPRINKLER SYSTEM MAINTENANCE & REPAIR LABOR PER HR	132.50	100.00
78		OVERTIME PER HR	132.50	150.00
79		PERCENTAGE MARKUP OF CONTRACTORS COST FOR PARTS	35%	15%
80		ALARM SYSTEM MAINTENANCE & REPAIR LABOR PER HR	150.15	95.00
81		OVERTIME PER HR	15.15	142.50
82		PERCENTAGE MARKUP OF CONTRACTORS COST FOR PARTS	35%	15%

NOTES: Request for Bid #24.150 was sent out to four (4) Vendors with two (2) Vendors responding. This was advertised on the City Website as well as the Tulsa World.

There was a mandatory pre bid meeting on May 13th 2024. Only two vendors attended the meeting.

This bid tabulation is true and accurate to the best of my knowledge.

May 30th, 2024

Ryan Baze General Services Director



City of Broken Arrow

Request for Action

File #: 25-813, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 06-16-2025**

Title:

Approval of and authorization to execute renewal of LarMar Industries for Generator Service and Repair for the Utilities Department

Background:

The City of Broken Arrow, through the Maintenance Services department, has sought proposals for Generator Service and Repair at 17 lift stations to ensure compliance with DEQ requirements, enhance service and reliability, and secure a 2-hour emergency response time. The Purchasing Department issued Request for Proposal Packet 24.124, which was sent to multiple companies. The City of Broken Arrow received six quotes in response. After evaluating the proposals, it was determined that LarMar Industries submitted the most advantageous bid for the City. The request for proposal includes options for contract renewals, contingent on the approval of the Broken Arrow Municipal Authority.

This submission marks the first renewal request of the contract, with three additional renewals available in the future.

Cost: \$34,400

Funding Source: 2205415-540280

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: RFP 24.124 Bid Tab Generator Service and Repair, RFP 24-124 LarMar Industries, LarMar Annual Renewal BAMA

Recommendation:

Approve and authorize execution of renewal of LarMar Industries for Lift Station Generator Service and Repair for the Utilities Department

RFP 24.124

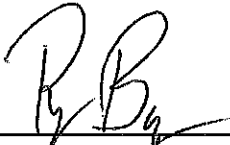
Generator Services

RFP Opening Date: 02/28/24

Vendor	Description	Cost (4 MTH)	Cost (12 MTH)
Cummins	Generator Service & Repair	\$25,250.00	\$54,650.00
Lamar Industries	Generator Service & Repair	\$26,000.00	\$34,400.00
United Engines	Generator Service & Repair	\$26,980.00	\$51,700.00
Emergency Power	Generator Service & Repair	\$28,881.65	\$49,537.65
Clifford Power	Generator Service & Repair	\$30,192.00	\$58,804.00
Entech	Generator Service & Repair	\$38,461.02	\$59,208.60

NOTE: RFP 24.124 was sent to five (5) vendors, with six (6) RFP responses. This RFP was published in the Tulsa World as well as the City Website.

This RFP tabulation is true and accurate to the best of my knowledge.



Ryan Baze- Director of General Services

Date: 4-12-24

REQUEST FOR PROPOSAL FOR GENERATOR SERVICE AND REPAIR

SCOPE OF WORK: Please provide a proposal to perform planned maintenance and inspection of the listed generators.

	Generator	Location Name	Address	Kilowatts
1	ACLS	ADAMS CREEK LIFT STATION	6600 S. 241ST E AVE	240
2	ACLS2	ADAMS CREEK LIFT STATION 2	2950 N 37TH ST	600
3	BWLS	BERWICK LIFT STATION	6222 W DURHAM ST	30
4	CBL5	CAMBRIDGE LIFT STATION	8356 WRIGHT AVE	40
5	CL SEW	COUNTY LINE LIFT STATION	5400 N 193RD	200
6	EXLS	EXPRESSWAY LIFT STATION	1313 N 6TH	40
7	ISLS	INDIAN SPRINGS LIFT STATION	136000 S 145TH ST	150
8	ORLS	ONEATA ROAD LIFT STATION	6701 E KENOSHA	45
9	SH1	STONE HORSE 1 LIFT STATION	7506 S INDIANWOOD S AVE	100
10	SPLS	SOUTH PARK LIFT STATION	6701 S ELM PL	29
11	STLS	SHADOW TRAIL LIFT STATION	4213 W WINSTON ST	100
12	TBKLS	TIMBER BROOK LIFT STATION	6554 S 232ND E AVE	20
13	TBLS	TURNBERRY LIFT STATION	3515 E DEARBORN ST	20
14	WILS	WINDSOR LIFT STATION	1709 W MIAMI	35
15	WSLS	WELLSTONE LIFT STATION	7751 E KENOSHA ST	50
16	209LS2	209TH LIFT STATION	4501 E KENOSHA ST	200
17	GEN CSLS	CREEK SIDE LIFT STATION	1424 N 70TH ST 71ST AND 54TH	80

Contractor Requirements:

- 2-Hour On-Site Emergency Response Time.
- 1-On call technicians available 24 hours a day, 7 days a week, 365 days a year.
- Contractor has been in business a minimum of 20 years.
- At least 50% of technician team must be EGSA certified.
- Service trucks must stock at least 75 common spare parts for multiple generator manufacturers.
- Ability to provide a minimum of 75 gallons of diesel from service truck while on site.
- Rental fleet to provide temporary utility solutions.

Maintenance Requirements:

Monthly Service

- Check oil and coolant for proper levels and condition.
- Check cooling systems (air intake systems and indicators).
- Check air filter, inspect, and clean as needed. Recommend replacement when necessary.
- Top off fluid levels.
- Check governor operation, stability, linkage, and oil.

LarMar Industries

- Check all spark plugs, ignition condenser, cap rotor, wires, and points.
- Check and adjust belts.
- Check batteries, cables, and charging system.
- Check fuel system (lines, pumps, and fuel tanks).
- Check fuel tank for water contamination.
- Check engine, radiator, hoses, and heat exchanger.
- Check coolant block heater.
- Check glow plugs where applicable. Check for proper operation.
- Check condition of batteries (load test) electrolyte level and charge rate.
- Check and grease generator and engine fan hub bearings.
- Check all safety and alarm signals.
- Start, run, and test unit (check temperatures and pressures).
- Test engine safety shutdown systems.
- Test transfer switch operation and time delays.
- Check unit for proper frequency/speed, voltage, and amperage.
- Submit electronic report of recommendations, findings or repairs needed.

Annual Engine Service: Performed Once a Year Includes all Above Listed

Inspections Plus:

- Change oil and remove used oil from properties.
- Change oil filters, and fuel filters.
- Replace air filter.
- Test coolant for freeze point and inhibitor levels. Recommend replacement if needed.
- Perform a NFPA compliant load bank test and make any needed adjustment.

Total Cost for all points of the Monthly Service (4 months) and Annual Engine Service (all listed equipment to have the yearly performed before June 30th, 2024) Based on March 1st, 2024, through June 30th, 2024.

\$ 26,000.00

Each additional yearly contract renewal cost for all points of the Monthly Service (12 months) and Annual Engine Service (all listed equipment to have yearly performed between January and June). Based upon agreed renewal of contract of July 1st through June 30th.

\$ 34,400.00

Maintenance Contract Rates:

Hourly Labor Rate during normal working times: \$ 95.00

After Hours Labor Rate: \$ 120.00

Holiday Hours Labor Rate: \$ 160.00

Minimum Call-Out Time: \$ 285.00

Milage Rate: \$ 3.00

Parts Discount or Mark-up: Cost plus 20%, no freight

Must have on-site service available 24hour/365 days a year.

CONTRACT TERM

The period of performance for services received subject to this proposal and any resulting contract shall be as agreed and negotiated. It is our intent to award a contract for an initial term of five (5) years on a year-to-year basis, based on annual available funding. The contract will provide for, at the option of the City of Broken Arrow successive month renewal periods after contract period. Prices are to remain in effect for the extent of the quote, any price increase should include a letter from the manufacture.

In compliance with this request for proposal number 24.124 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying proposal is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive proposing is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this proposal for the proposer.

Complete Legal Name of Proposer:

LarMar Industries, Inc.

Date: 03/05/2024

Company Name

Address: 3700 S. CR 1295 Odessa, TX 79765

State

Zip Code

Signature: 

Official Title: CEO

Please print or type name clearly: John Larson

Telephone Number: 432-561-8700

Email Address: jlaron@larmarindustries.com

Federal Tax ID Number: 20-0292635

CLIENT REFERENCES

Organization: Oklahoma Aquarium
Address: 300 Aquarium Dr. Jenks, OK 74037
Contract Person: Joel Pritchard Phone: 918-296-5474
Date of Services: February 1, 2021
Description/Scope of Services: Service, preventive maintenance, load bank, fuel polishing

Organization: City of Sand Springs
Address: 100 E. Braodway St Sand Springs, OK 74063
Contract Person: Jimmy Harris Phone: 918-246-2500
Date of Services: December 1, 2023
Description/Scope of Services: Service, preventive maintenance

Organization: XP Agronomics
Address: 117 E. Airport Road Haskell, OK 74436
Contract Person: Ryan Darby Phone: 918-513-2762
Date of Services: September 1, 2023
Description/Scope of Services: Service, preventive maintenance, load bank, fuel polishing

Organization: Odessa TX DOT
Address: 3901 E. Highway 80 Odessa, TX 79761
Contract Person: Janice Craven Phone: 432-208-7455
Date of Services: April 14, 2021
Description/Scope of Services: Service, preventive maintenance, repairs

RFP 24.124

THIS BID IS INVALID IF NOT SIGNED BY THE PROPOSER AND NOTARIZED

PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Texas

COUNTY OF: Midland

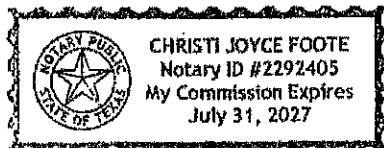
John Larson, of lawful age, being first duly sworn, on oath says: 1. (S)he is the duly authorized agent of LarMac Eng. Inc., LarMacPower, LLC, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached; 2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and 3. neither the proposer nor anyone subject to the proposer's direction or control has been a party: a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b). to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X [Signature]

Subscribed and sworn to before me this 5th day of March 2024

My Commission Expires: 07/31/2027

[Signature]
Notary Public (or Clerk or Judge)



RFP 24.124

THIS PROPOSAL IS INVALID IF NOT SIGNED BY THE PROPOSER AND
NOTARIZED

INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF

Iowa

COUNTY OF

Midland

John Larson, Of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X

[Signature]

Subscribed and Sworn to before me this 5th day of March
2024

My Commission Expires:

07/31/2027

[Signature]
Notary Public

RFP 24.124



CONTRACT RENEWAL No. 1 of 4

This amendment by and between the Supplier or Contractor and Broken Arrow Municipal Authority defined below shall be effective as of the date this Amendment is fully executed. To the extent the award requires Broken Arrow Municipal Authority to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

Broken Arrow Municipal Authority	
Supplier or Contractor Full Legal Name:	Lar Mar Power
Original RFP Number:	24.124
RFP Title Name:	Generator Service & Repair
Original Award Date:	04/16/24
Current Contract Term:	04/16/2024 Through 06/30/2025
Amendment No.:	Renewal Number #1

WHEREAS, the Contract is in effect through the Current Contract Term as defined above;

WHEREAS, the Supplier or Contractor Warrants that it has complied with all requirements of the Contract during the Current Contract Term, including but not limited to background check requirements, if any; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the award will be renewed/extended for an additional period of time as follows:

RENEW CONTRACT TERM	
Beginning Date of New Contract Term:	07/01/2025
End Date of New Contract Term:	06/30/2026



Where opportunity lives



The parties agree the award will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the award for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	LarMar Power LLC.
Authorized Signature:	
Printed Name and Title of Person Signing:	Bret Simmons Administrator
Date:	06-11-2025
Company Address:	310-B East Main Cushing, OK 74023

Broken Arrow Municipal Authority

Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	



City of Broken Arrow

Request for Action

File #: 25-877, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 06/16/2025**

Title:

Approval of and authorization to execute a Global Financial Professional Services Agreement with Municipal Finance Services

Background:

Municipal Finance Service Inc. (MFS) has been our financial advisors since 1993. Currently MFS, through the staff, have presented individual contracts to Council or Authority for approval for each loan or service MFS provides. MFS and staff are proposing a global financial contract that would be effective for one year and would cover any services that MFS may assist the City with to include but not limited to:

1. Evaluate options or alternatives with new issues or loans.
2. Assist the City in preparation of loan application, offering documents, notices of sales and the official statement.
3. Evaluate potential refunding opportunities

Payment for all fees and expenses shall be made at closing from proceeds of the Issue or from other available funds of the City and shall be contingent upon closing of the Issue.

One additional service included in the global agreement for a flat fee of \$3500.00 is the Continuing Disclosure Assistance. MFS will assist the City annually in preparing and uploading financial information to the Electronic Municipal Marketplace Access system. (EMMA).

Cost: Varies with issuance and service.

Funding Source: Loan proceeds and General Fund for other services

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Municipal Finance Services Inc. Agreement for FY 26

Recommendation:

Approve Municipal Finance Service Agreement and authorize its execution

June 10, 2025

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered by and among MUNICIPAL FINANCE SERVICES, INC. (“MFSOK”) and the City of Broken Arrow, Oklahoma, and its public trusts, including the Broken Arrow Municipal Authority and the Broken Arrow Economic Development Authority (collectively, the “Client”). THIS AGREEMENT supersedes all existing agreements between MFSOK and the Client.

The Client desires to engage MFSOK and agrees as follows:

I. Scope of Services.

Some or all of the following services listed below shall be provided under this Agreement and pertain to the Client’s new and outstanding debt obligations, including general obligation bonds, revenue bonds, bank notes, lease financings, and loans from the Oklahoma Water Resources Board or other state or federal agencies during the term of the Agreement (the “Issues”). The Client designates MFSOK as the Client’s independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA Exemption”).

A. New Issue and Refunding of Existing Client Issues

1. Evaluate options or alternatives with respect to the proposed new Issue.
2. Provide financial analysis to the Client to assist in understanding the benefits, costs, and risks of the proposed new Issue.
3. Review recommendations made by other parties to the Client.
4. Assist Client in preparing a plan of finance.
5. Advise Client on structure, terms and timing of the proposed new Issue.
6. Prepare financing schedule.
7. Attend meetings as requested by the Client.
8. Assist the Client in preparation of their loan applications, loan proposals, offering documents, notices of sale, instructions to bidders, or official statements, as appropriate.
9. Coordinate as appropriate with Client staff, legal representatives, government agencies, accountants, auditors, engineers, consultants, rating agencies, banks, lenders, placement agents, trustees, paying agents, escrow agents, bond insurers and other credit enhancers, to facilitate the plan of finance.
10. If new Issue is a competitive bond sale, assist Client in collecting and analyzing bids submitted by underwriters and selecting the winning bidder.
11. If new Issue is a loan, assist Client in collecting and analyzing proposals submitted by banks.
12. If the new Issue is a negotiated bond sale, assist client in selecting an underwriter and coordinate the bond sales process.
13. Coordinate closing of the new Issue with Client and other parties.
14. Evaluate potential refunding opportunities on outstanding Issues.

B. Other Services Under Separate Agreement. If requested by Client, MFSOK may provide other services including but not limited to:

1. Utility rate analysis.
2. Estimate of Needs review or preparation.
3. Debt capacity analysis.
4. Cash defeasance or redemption services.

C. Continuing Disclosure Assistance

1. Assisting the Client annually in compiling the financial information and operating data set forth in their Continuing Disclosure Agreement ("CDA") included in any Official Statement; and
2. If necessary, assisting the Client in preparing their "Failure to File Notice" should documents not be available for filing within the prescribed time frame designated in the CDA; and
3. Upon request, assisting the Client in their submission of the aforementioned information to the Electronic Municipal Marketplace Access system ("EMMA").

MFSOK and the Client acknowledge that the Client will engage Bond Counsel and other legal service providers under separate contracts. MFSOK may rely on opinions and advice from legal representatives of the Client and will not be held responsible for any legal advice, directly or indirectly, rendered by the legal representatives.

Neither MFSOK as Municipal Advisor nor its Municipal Advisor Representatives are licensed to engage in the practice of law and, consequently, will offer no legal advice. None of the fee for services under this Agreement relates to legal services. If such legal services are necessary, it shall be the responsibility of the Client to obtain them.

MFSOK's services are limited to those specifically set forth herein.

II. Compensation and Reimbursements

A. New Issues and Refunding Issues. MFSOK shall be paid at the time of closing a fee calculated as follows:

1. For a bank loan or lease financing, 1.00% of par amount for the first \$4 million for each series of notes issued, and 0.75% of any amount over \$4 million, with a minimum fee of \$25,000.00.
2. For a loan through the Oklahoma Water Resources Board, including the Clean Water State Revolving Fund (CWSRF), the Drinking Water State Revolving Fund (DWSRF), or the Financial Assistance Program (FAP), \$35,000, plus 0.50% of the original gross proceeds of the loan over \$7 million up to and including \$10 million, and 0.25% of any amount over \$10 million.
3. For revenue bonds, 1.00% of par amount for the first \$4 million for each series of bonds issued, and 0.75% of any amount over \$4 million, with a minimum fee of \$25,000.00.
4. For general obligation bonds, 0.50 of 1.00% (\$5.00 per \$1,000) of par amount, with minimum fee of \$25,000.00, and a maximum fee of \$40,000.00.

B. Compensation for Continuing Disclosure Assistance. MFSOK will receive a fee annually of \$3,500.00 for the services performed.

C. Expenses for New Issues and Refunding Issues. MFSOK shall also be paid a fixed amount of \$2,000.00 per transaction to cover expenses incurred as part of the transaction, provided that any filing, publication, recording or printing costs or similar third-party costs required in connection with the Issue shall be paid directly by the Client.

- D. Payment and Contingency for New Issues and Refunding Issues. Payment for all fees and expenses shall be made at closing from proceeds of the Issue or from other available funds of the Client and shall be contingent upon closing of the Issue.
- E. Other Services Under Separate Agreement. If requested by Client, MFSOK may provide other services including but not limited to:
 - 1. Utility rate analysis.
 - 2. Estimate of Needs review or preparation.
 - 3. Debt capacity analysis.
 - 4. Cash defeasance or redemption services.

III. Term and Termination

- A. Term of Agreement. Unless terminated as provided herein, the terms of this Agreement shall be in place from the date approved by the Client until June 30, 2026.
- B. Termination of Agreement and Services. This Agreement and all Municipal Advisor services to be rendered hereunder may be terminated at any time by written notice from either party, with or without cause, with at least thirty (30) days' notice. In that event, all finished and unfinished documents prepared for the Client, shall, at the option of Client, become its property and shall be delivered to it or any party it may designate, provided that MFSOK shall have no liability whatsoever for any subsequent use of such documents.

IV. Successors and Assigns

MFSOK may not assign its obligations under this Agreement without the written consent of Client except to a successor partnership or corporation to which all or substantially all of the assets and operations of MFSOK are transferred. Client may assign its rights and obligations under this Agreement to (but only to) any other public entity that incurs the loan. Client shall not otherwise assign its rights and obligations under this Agreement without written consent of MFSOK. All references to MFSOK and Client in this Agreement shall be deemed to refer to any successor of MFSOK and to any such assignee of Client and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

V. Municipal Advisor Registration and Acknowledgement

Pursuant to Municipal Securities Rulemaking Board Rule (MSRB) G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal advisory client and/or obligated person clients which include the following:

Municipal Finance Services, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission (SEC) and the MSRB.

Within the MSRB website at www.msrb.org, the Client may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

VI. Conflict of Interest Statement

As of the date of this agreement, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client. During the diligence process, MFSOK has determined that no material conflict of interest has been identified, however, would like to provide the following disclosures:

MFSOK serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another MFSOK client. For example, MFSOK serves as municipal advisor to other clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, MFSOK could potentially face a conflict of interest arising from these competing client interests. MFSOK fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

The compensation arrangement included in Section II includes a component that is based on the size and completion of a transaction. Consistent with certain regulatory requirements, MFSOK hereby discloses that such contingent and/or transactional compensation presents a conflict of interest regarding MFSOK's ability to provide unbiased advice to enter into such transaction. The contingent fee arrangement creates an incentive for MFSOK to recommend unnecessary financings or financings that are disadvantages to the client, or to advise client to increase the size of the issue. This viewed conflict of interest will not impair MFSOK's ability to render unbiased and competent advice or to fulfill its fiduciary duty. The fee paid to MFSOK increases the cost of borrowing to the Client. The increased cost occurs from compensating MFSOK for municipal advisory services provided.

If MFSOK becomes aware of any other actual or potential conflict of interest not mentioned above during this agreement, MFSOK will promptly provide the Client a supplement written disclosure with sufficient details of the change, if any, which will allow the Client to evaluate the situation.

VII. Legal Events and Disciplinary History

A regulatory disclosure action has been made on MFSOK's Form MA and on Form MA-I for two of MFSOK's municipal advisory personnel relating to a 2017 U.S. Securities and Exchange Commission ("SEC") order. The details of which are available in Item 9; C (2), C (4), C (5) and the corresponding regulatory action DRP section on Form MA and Item 6: C (2), C (4), C (5), C (6) and the corresponding regulatory action DRP section on Form MA-I for both Rick A. Smith and Jon Wolff. In addition, the Oklahoma Department of Securities adopted the above proceedings which are identified in Item 9; D (2), D (4) and the corresponding regulatory action DRP section on Form MA.

The Client may electronically access MFSOK's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html.

There has been no change to any legal or disciplinary event that has been disclosed on MFSOK's SEC registration for MA filings since December 18, 2017.

VIII. Fiduciary Duty

MFSOK is registered as a Municipal Advisor with the SEC and MSRB. As such, MFSOK has a Fiduciary duty to the Client and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

- A. exercise due care in performing its municipal advisory activities;
- B. possess the degree of knowledge and expertise needed to provide the Client with informed advice;
- C. make a reasonable inquiry as to the facts that are relevant to the Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Client; and
- D. undertake a reasonable investigation to determine that MFSOK is not forming any recommendation on materially inaccurate or incomplete information; MFSOK must have a reasonable basis for:
 - a. any advice provided to or on behalf of the Client;
 - b. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Client's securities; and
 - c. any information provided to the Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

MFSOK must deal honestly and with the utmost good faith with the Client and act in the Client's best interests without regard to the financial or other interests of MFSOK. MFSOK will eliminate or provide full and fair disclosure (included herein) to Client about each material conflict of interest (as applicable). MFSOK will not engage in municipal advisory activities with the Client as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the Client's best interests. As of the date of receipt of this attachment, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client.

IX. Recommendations

If MFSOK makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the Client and is within the scope of the engagement, MFSOK will determine, based on the information obtained through reasonable diligence of MFSOK whether a municipal securities transaction or municipal financial product is suitable for the Client. In addition, MFSOK will inform the Client of:

- A. the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- B. the basis upon which MFSOK reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Client; and

- C. whether MFSOK has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Client's objectives.

If the Client elects a course of action that is independent of or contrary to the advice provided by MFSOK, MFSOK is not required on that basis to disengage from the Client.

X. Record Retention

Pursuant to SEC and MSRB record retention regulations, Municipal Finance Services, Inc. will maintain in writing, all communication and created documents between Municipal Finance Services, Inc. and the Client for six (6) years.

Notices

Any and all notices pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

MFSOK:

Municipal Finance Services, Inc.
Attn: Jon Wolff, President
P.O. Box 747
Edmond, OK 73034

CLIENT:

City of Broken Arrow
Attn: Mayor
P.O. Box 610
Broken Arrow, OK 74013-0610

Acceptance

If there are any questions regarding the above, please do not hesitate to contact MFSOK. If the foregoing terms meet with your approval, please indicate your acceptance by executing all original copies of this letter and keeping one copy for your file.

By signing this agreement, the Client acknowledges the provisions set forth in the agreement and understands its respective rights, duties, and responsibilities. Furthermore, the Scope of Services contained herein have been reviewed and are hereby approved.

Client and MFSOK have entered into this Agreement by the duly authorized representatives which was approved on _____, 2025, at a meeting duly called and held in full compliance with the Oklahoma Open Meeting Act.

MUNICIPAL FINANCE SERVICES, INC.

By: _____
Jon Wolff, President

CITY OF BROKEN ARROW

By: _____
Mayor

BROKEN ARROW MUNICIPAL AUTHORITY

By: _____
Chairman

BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY

By: _____
Chairman



City of Broken Arrow

Request for Action

File #: 25-816, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 06-16-25**

Title:

Approval of and authorization to execute the first renewal for Wrecker Service to Storey Wrecker and 918 Wrecker Service to be rotated at the first of each month

Background:

The City of Broken Arrow solicited bid 25.124 for wrecker services following the expiration of the previous contract on June 30, 2023. The scope of work outlined in the new bid includes providing towing, tow-in, and storage services for the Broken Arrow Police Department, along with towing services for city-owned assets. Three bids were received in response to the solicitation, from Morgan Towing, Storey Wrecker, and 918 Wrecker Service.

Upon review of the submitted bid packages, the City disqualified Morgan Towing's bid due to an incomplete submission, as it lacked a required signature and notary on Attachment C. After assessing the remaining two bids, City staff recommends awarding the contract to Storey Wrecker and 918 Wrecker Service, with the implementation of a rotation system as established by Staff. The system most likely will be either on a monthly or quarterly basis and will allow us to use the secondary firm for that period, if the primary firm cannot meet contractual expectations at the time of the callout. This rotation approach will ensure fair distribution of service duties, timely response, and comprehensive support for the City's towing and storage needs.

The contract will include an option for the City to renew the services for up to four additional one-year terms, pursuant to the City of Broken Arrow purchasing manual, subject to the approval of both the City Council and the selected vendors. The potential renewal schedule would proceed as follows: Year 1, from July 1, 2025, to June 30, 2026; Year 2, from July 1, 2026, to June 30, 2027; Year 3, from July 1, 2027, to June 30, 2028; Year 4, from July 1, 2028, to June 30, 2029. Each renewal will be contingent upon a performance review to verify that service standards are being met and will require approval from both the City Council and the vendors. This renewal flexibility offers the City a balance of continuity in essential wrecker services while allowing for any necessary adjustments.

City staff recommends the approval for the first renewal to Storey Wrecker and 918 Wrecker Service to meet the City's wrecker service requirements, utilizing a specified rotation to provide consistent and responsive service. The proposed renewal structure allows for a secure and adaptable arrangement, ensuring high-quality towing services for up to a decade while maintaining the flexibility necessary to adjust service providers if needed.

Cost: Rates as set out in agreement

Funding Source: Various department operational accounts

Requested By: Ryan Baze, Maintenance Services Director

Approved By: City Manager Office

Attachments: 25.124 Wrecker Bid Tab, Bid 25.124 Power Point, Broken Arrow Municipal Authority
Renewal for Storey Wrecker & 918 Wrecker.

Recommendation:

Approval of and authorization to execute the first renewal for Wrecker Service to Storey
Wrecker and 918 Wrecker Service to be rotated at the first of each month

City of Broken Arrow Vehicles & Equipment Rates & Charges			
Vendor		Storey Wrecker	918 Wrecker
Item Number	Light Vehicles / Equipment less than 12,000lbs	Light Vehicles / Equipment less than 12,000lbs	Light Vehicles / Equipment less than 12,000lbs
1	Tow Distance Less Than 45 Miles	\$150.00	\$0.00
2	Additional Cost Per Mile Over 45 Miles	\$0.00	\$0.00
3	Hookup Fee & Winch Fee If Any	\$0.00	\$0.00
	Medium Vehicle / Equipment more than 12,000lbs	Medium Vehicle / Equipment more than 12,000lbs	Medium Vehicle / Equipment more than 12,000lbs
4	Tow Distance Less Than 45 Miles	\$250.00	\$0.00
5	Additional Cost Per Mile Over 45 Miles	\$0.00	\$0.00
6	Hookup Fee & Winch Fee If Any	\$0.00	\$0.00
	Heavy Vehicle / Equipment more than 24,000lbs	Heavy Vehicle / Equipment more than 24,000lbs	Heavy Vehicle / Equipment more than 24,000lbs
7	Tow Distance Less Than 45 Miles	\$300.00	\$0.00
8	Additional Cost Per Mile Over 45 Miles	\$0.00	\$0.00
9	Hookup Fee & Winch Fee If Any	\$0.00	\$0.00
	Regular Rollback Wrecker Truck	Regular Rollback Wrecker Truck	Regular Rollback Wrecker Truck
10	Tow Distance Less Than 45 Miles	\$0.00	\$0.00
11	Additional Cost Per Mile Over 45 Miles	\$0.00	\$0.00
12	Hookup Fee & Winch Fee If Any	\$0.00	\$60.00
	Heavy & Rotator Wrecker Truck	Heavy & Rotator Wrecker Truck	Heavy & Rotator Wrecker Truck
14	Winch Fee	\$0.00	\$100.00
15	Hookup Fee	\$0.00	\$160.00

Broken Arrow Police Vehicles & Equipment

Item Number	Vendor	Storey Wrecker	918 Wrecker
	Tow Distance Rates Per Mile: Single Vehicle less than 8,000lbs	Mile: Single Vehicle less than 8,000lbs	Mile: Single Vehicle less than 8,000lbs
16	25 miles or less	\$0.00	\$0.00
17	25 miles or more	\$0.00	\$0.00
	Single Vehicle more than 8,000lbs	Single Vehicle more than 8,000lbs	Single Vehicle more than 8,000lbs
18	25 miles or less	\$0.00	\$0.00
19	25 miles or more	\$0.00	\$0.00
	Single Vehicle 8,001lbs - 12,000lbs	Single Vehicle 8,001lbs - 12,000lbs	Single Vehicle 8,001lbs - 12,000lbs
20	25 miles or less	\$0.00	\$0.00
21	25 miles or more	\$0.00	\$0.00
	Single Vehicle 12,001lbs - 40,000lbs	Single Vehicle 12,001lbs - 40,000lbs	Single Vehicle 12,001lbs - 40,000lbs
22	25 miles or less	\$0.00	\$0.00
23	25 miles or more	\$0.00	\$0.00
	Single Vehicle more than 40,001lbs	Single Vehicle more than 40,001lbs	Single Vehicle more than 40,001lbs
24	25 miles or less	\$0.00	\$0.00
25	25 miles or more	\$0.00	\$0.00
	Combination of Vehicles	Combination of Vehicles	Combination of Vehicles
26	25 miles or less	\$0.00	\$0.00
27	25 miles or more	\$0.00	\$0.00
	Hourly Rates: Single Vehicle less than 8,000lbs	Hourly Rates: Single Vehicle less than 8,000lbs	Hourly Rates: Single Vehicle less than 8,000lbs
28	Rate Per Hour	\$0.00	\$60.00
29	Rate Per 15 Minutes	\$24.94	\$15.00
	Hourly Rates: Single Vehicle 8,001lbs to 24,000lbs	Hourly Rates: Single Vehicle 8,001lbs to 12,000lbs	Hourly Rates: Single Vehicle 8,001lbs to 12,000lbs
30	Rate Per Hour	\$0.00	\$60.00
31	Rate Per 15 Minutes	\$0.00	\$15.00
	Hourly Rates: Single Vehicle 8,001lbs to 24,000lbs	Hourly Rates: Single Vehicle 12,001lbs to 40,000lbs	Hourly Rates: Single Vehicle 12,001lbs to 40,000lbs
32	Rate Per Hour	\$0.00	\$60.00
33	Rate Per 15 Minutes	\$0.00	\$15.00
	Hourly Rates: Single Vehicle 24,001lbs to 44,000lbs	Hourly Rates: Single Vehicle 44,001lbs or Over	Hourly Rates: Single Vehicle 44,001lbs or Over
34	Rate Per Hour	\$0.00	\$60.00
35	Rate Per 15 Minutes	\$0.00	\$15.00
	Hourly Rates: Single Vehicle 44,000lbs or Over	Hourly Rates: Single Vehicle 44,000lbs or Over	Hourly Rates: Single Vehicle 44,000lbs or Over
	Rate Per Hour	\$0.00	\$60.00
	Rate Per 15 Minutes	\$0.00	\$15.00
	Hourly Rates: Combination of Vehicles	Hourly Rates: Combination of Vehicles	Hourly Rates: Combination of Vehicles
36	Rate Per Hour	\$0.00	\$60.00
37	Rate Per 15 Minutes	\$0.00	\$15.00

R.B. ②

Broken Arrow Police Vehicles & Equipment

Item Number	Hookup Rates Per Mile: Single Vehicle less than 8,000lbs	Hookup Rates Per Mile: Single Vehicle less than 8,000lbs	Hookup Rates Per Mile: Single Vehicle less than 8,000lbs
37	Hookup Rate	\$0.00	\$40.00
38	Registration Check (Law Enforcement Tows)	\$19.25	\$19.95
39	PPI-Ownership/Lien Check	\$33.25	\$33.25
40	PPI-Drop Fee GVWR<10,000	\$0.00	\$0.00
41	Title 42 - Notification Processing Fee	\$50.00	\$50.00
42	Title 42 - Certified Postage	Actual	\$9.64
	Hookup Rates Per Mile: Single Vehicle more than 8,000lbs	Hookup Rates Per Mile: Single Vehicle more than 8,000lbs	Hookup Rates Per Mile: Single Vehicle more than 8,000lbs
43	Hookup Rate	\$0.00	\$40.00
44	Registration Check (Law Enforcement Tows)	\$0.00	\$19.95
45	PPI-Ownership/Lien Check	\$0.00	\$33.25
46	PPI-Drop Fee GVWR<10,000	\$0.00	\$0.00
47	Title 42 - Notification Processing Fee	\$0.00	\$50.00
48	Title 42 - Certified Postage	\$0.00	\$9.64
	Hookup Rates Per Mile: Single Vehicle 8,001lbs - 12,000lbs	Hookup Rates Per Mile: Single Vehicle 8,001lbs - 12,000lbs	Hookup Rates Per Mile: Single Vehicle 8,001lbs - 12,000lbs
49	Hookup Rate	\$0.00	\$40.00
50	Registration Check (Law Enforcement Tows)	\$0.00	\$19.95
51	PPI-Ownership/Lien Check	\$0.00	\$33.25
52	PPI-Drop Fee GVWR<10,000	\$0.00	\$0.00
53	Title 42 - Notification Processing Fee	\$0.00	\$50.00
54	Title 42 - Certified Postage	\$0.00	\$9.64
	Hookup Rates Per Mile: Single Vehicle 12,001lbs - 40,000lbs	Hookup Rates Per Mile: Single Vehicle 12,001lbs - 40,000lbs	Hookup Rates Per Mile: Single Vehicle 12,001lbs - 40,000lbs
55	Hookup Rate	\$0.00	\$40.00
56	Registration Check (Law Enforcement Tows)	\$0.00	\$19.95
57	PPI-Ownership/Lien Check	\$0.00	\$33.25
58	PPI-Drop Fee GVWR<10,000	\$0.00	\$0.00
59	Title 42 - Notification Processing Fee	\$0.00	\$50.00
60	Title 42 - Certified Postage	\$0.00	\$9.64
	Hookup Rates Per Mile: Single Vehicle more than 40,001lbs	Hookup Rates Per Mile: Single Vehicle more than 40,001lbs	Hookup Rates Per Mile: Single Vehicle more than 40,001lbs
61	Hookup Rate	\$0.00	\$40.00
62	Registration Check (Law Enforcement Tows)	\$0.00	\$19.95
63	PPI-Ownership/Lien Check	\$0.00	\$33.25
64	PPI-Drop Fee GVWR<10,000	\$0.00	\$0.00
65	Title 42 - Notification Processing Fee	\$0.00	\$50.00
66	Title 42 - Certified Postage	\$0.00	\$9.64
	Combination of Vehicles	Combination of Vehicles	Combination of Vehicles
67	Hookup Rate	\$0.00	\$40.00
68	Registration Check (Law Enforcement Tows)	\$0.00	\$19.95
69	PPI-Ownership/Lien Check	\$0.00	\$33.25
70	PPI-Drop Fee GVWR<10,000	\$0.00	\$0.00
71	Title 42 - Notification Processing Fee	\$0.00	\$50.00
72	Title 42 - Certified Postage	\$0.00	\$9.64

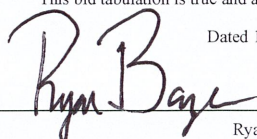
R.B. ③

Broken Arrow Police Vehicles & Equipment			
		Storey Wrecker	918 Wrecker
Item Number	Recovery: Less than 8,000	Recovery: Less than 8,001	Recovery: Less than 8,002
1	Disconnect Drive Line; remove axle	\$0.00	\$0.00
	Reconnect Drive Line; remove axle	\$0.00	\$0.00
2	Dailey or Rollback	\$39.90	\$0.00
	Recovery: 8,000lbs-12,000lbs	Recovery: 8,000lbs-12,000lbs	Recovery: 8,000lbs-12,000lbs
9	Disconnect Drive Line; remove axle	\$0.00	\$0.00
	Reconnect Drive Line; remove axle	\$0.00	\$0.00
10	Dailey or Rollback	\$0.00	\$0.00
	Recovery: 12,001lbs or Over	Recovery: 12,001lbs or Over	Recovery: 12,001lbs or Over
20	Disconnect Drive Line; remove axle	\$0.00	\$0.00
	Reconnect Drive Line; remove axle	\$0.00	\$0.00
21	Dailey or Rollback	\$0.00	\$0.00
	Storage Rates per 24 hour period or portion thereof: Outdoor Storage	Storage Rates per 24 hour period or portion thereof: Outdoor Storage	Storage Rates per 24 hour period or portion thereof: Outdoor Storage
28	Vehicle up to 20ft in length	\$23.94	\$18.00
	Vehicle over 20ft in length but less than 30ft	\$0.00	\$18.00
29	Vehicle over 30ft in length	\$0.00	\$18.00
	Storage Rates per 24 hour period or portion thereof: Outdoor Storage	Storage Rates per 24 hour period or portion thereof: Outdoor Storage	Storage Rates per 24 hour period or portion thereof: Outdoor Storage
31	Vehicle up to 20ft in length	\$0.00	\$25.00
	Vehicle over 20ft in length but less than 30ft	\$0.00	\$25.00
	Vehicle over 30ft in length	\$0.00	\$25.00
32	After Hours Release rate	\$0.00	\$15 per 15 minutes
31	List Fuel Surcharge Pricing	List Fuel Surcharge Pricing	List Fuel Surcharge Pricing
		See Attached	N/A
31	List other optional services along with pricing	List other optional services along with pricing	List other optional services along with pricing
		N/A	Traffic Control & Remediation Services
31	List any value-added services and / or volume discount information	List any value-added services and / or volume discount information	List any value-added services and / or volume discount information
		N/A	50% Discount to City Employees

NOTES** Bid Request 25.124 was sent out to four (4) vendors with three (3) vendors responding, (1) Bid was rejected as it lacked a required signature an notary on attachment C. This was advertised on the City Website as well as the Tulsa World

This bid tabulation is true and accurate to the best of my knowledge

Dated 11/14/2024



Ryan Baze

Maintenance Services Director

4

Wrecker Service for the City of Broken Arrow Bid 24.124

Purpose: Provide towing and storage services for:

- ❑ **Non-Consensual Towing:** Towing and storage at the request of the Police Department, typically involving vehicles removed from public spaces or accident scenes.
- ❑ **City Assets:** Towing and storage of city-owned vehicles and equipment.

Key Considerations

- Non-Consensual Public Towing & Storage
 - Ensure service providers can manage Police Department-initiated tows.
 - Confirm facilities for secure, accessible storage for vehicles removed from public spaces.
 - Public access for towed vehicles 24/7
 - Additional services offered
- City Towing Services
 - Evaluate competitive bids for city-owned vehicle towing.
 - Assess provider capabilities for large equipment and specialized vehicle needs.

Observations for City Asset Towing

- 918 Wrecker offer competitive pricing for City owned assets with No Charge for all towing fees under 45 miles for light, medium, and heavy vehicles.
- Storey Wrecker charges higher rates across the categories for City owned assets, with notable costs for towing light, medium, and heavy vehicles.
- Storey Wrecker had no charge for Hook and Winch fees for rollback wrecker trucks compared to 918 Wrecker at \$60.00.
 - 918 Wrecker also charges a fee for rotator services (\$160) and a winch fee (\$100) where Storey as no charges.

Monthly Rotation Proposed Schedule

- Monthly Assignments:
 - Each wrecker service provider is assigned primary responsibility for one month. This rotation allows each company a dedicated period to cover all call-outs during their assigned month.
- Response Time Standards:
 - Each provider is expected to meet established response times consistently.
 - Periodic monitoring of arrival times and completion of service will be conducted.
- Coverage During High Demand:
 - In case of high-demand periods (e.g., adverse weather, major events), the off-month service providers may be called.
 - The primary provider retains lead during their assigned month.

Monthly Rotation Proposed Schedule

- **Key Benefits of Monthly Rotation vs Each Call**
 - **Equitable Distribution:** Ensures each provider has an equal share of service opportunities.
 - **Enhanced Efficiency:** Streamlines dispatching by designating a primary provider each month.
 - **Transparency:** Promotes fair competition and accountability among both wrecker service providers.



CONTRACT RENEWAL No. 1 of 4

This amendment by and between the Supplier or Contractor and Broken Arrow Municipal Authority defined below shall be effective as of the date this Amendment is fully executed. To the extent the award requires Broken Arrow Municipal Authority to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

Broken Arrow Municipal Authority	
Supplier or Contractor Full Legal Name:	918 Wrecker Service
Original RFP Number:	25.124
RFP Title Name:	Wrecker Services
Original Award Date:	11/19/24
Current Contract Term:	11/19/2024 Through 06/30/2025
Amendment No.:	Renewal Number #1

WHEREAS, the Contract is in effect through the Current Contract Term as defined above;

WHEREAS, the Supplier or Contractor Warrants that it has complied with all requirements of the Contract during the Current Contract Term, Including but not limited to background check requirements, if any; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the award will be renewed/extended for an additional period of time as follows:

RENEW CONTRACT TERM	
Beginning Date of New Contract Term:	07/01/2025
End Date of New Contract Term:	06/30/2026




The parties agree the award will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the award for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	918 Wrecker Service East
Authorized Signature:	
Printed Name and Title of Person Signing:	Robert Rainbolt
Date:	5/21/25
Company Address:	704 S 8th St Broken Arrow OK 74012

Broken Arrow City Council

Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	



CONTRACT RENEWAL No. 1 of 4

This amendment by and between the Supplier or Contractor and Broken Arrow Municipal Authority defined below shall be effective as of the date this Amendment is fully executed. To the extent the award requires Broken Arrow Municipal Authority to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

Broken Arrow Municipal Authority	
Supplier or Contractor Full Legal Name:	Storey Towing, LLC dba Storey Wrecker
Original RFP Number:	25.124
RFP Title Name:	Wrecker Services
Original Award Date:	11/19/24
Current Contract Term:	11/19/2024 Through 06/30/2025
Amendment No.:	Renewal Number #1

WHEREAS, the Contract is in effect through the Current Contract Term as defined above;

WHEREAS, the Supplier or Contractor Warrants that it has complied with all requirements of the Contract during the Current Contract Term, Including but not limited to background check requirements, if any; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

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End Date of New Contract Term:	06/30/2026




The parties agree the award will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the award for an additional period of time.

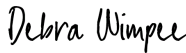
2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

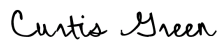
Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Storey Towing, LLC dba Storey Wrecker
Authorized Signature:	
Printed Name and Title of Person Signing:	Tara Bashaw, President
Date:	5/27/2025
Company Address:	775 N Redbud Ave Broken Arrow, OK 74012

Broken Arrow Municipal Authority

Authorized Signature:		
Printed Name and Title of Person Signing:	Debra Wimpee	Mayor
Date:	6/11/2025	



Danny Littlefield
Deputy City Attorney
6/11/2025



2 Curtis Green
Secretary
6/11/2025





City of Broken Arrow

Request for Action

File #: 25-804, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 06-16-2025**

Title:

Approval of and authorization to purchase 1,160 Trash Carts from Cascade Engineering pursuant to Sourcewell Contract No. 04521-CEI

Background:

In 2020, Bid No. 20.152 for recycling and trash carts for the Solid Waste & Recycling Department was advertised and awarded to Cascade Engineering.

To meet current needs from Utilities customers, the Solid Waste & Recycling Department is requesting approval to purchase 1,160 black Broken Arrow trash carts. This purchase will help maintain consistency in the City's cart inventory and ensure uniformity across the community.

The requested carts are available through Sourcewell Contract #041521-CEI, which offers competitive pricing and eliminates the need for a separate bid process. Sourcewell is a cooperative procurement agency serving government entities, and all vendors under contract have already gone through a thorough competitive bidding process. This ensures compliance with public procurement requirements while delivering cost savings and efficiency.

Staff recommends utilizing the Sourcewell Purchasing Cooperative for this purchase rather than issuing a new bid, as it significantly reduces the time and administrative costs associated with preparing RFPs and conducting a formal solicitation process.

Cost: \$62,648.80

Funding Source: 2205125-560420

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: Cascade Engineering Sourcewell quote Q44506

Recommendation:

Approval of and authorization to purchase 1,160 Trash Carts from Cascade Engineering pursuant to Sourcewell contract #04521-CEI



CASCADE ENGINEERING
5175 36TH ST SE
GRAND RAPIDS, MI 49512-2085
United States 616-975-4800

Quote Number Q44506	Rev 1	Quote Date 5/30/2025	Print Date 6/2/2025	Expire Date 6/29/2025
Sold To MU87706	Ship To MU87706	Purchase Order QUOTE		

Sales Quote

Sold To	Ship To
CITY OF BROKEN ARROW 1700 W DETROIT BROKEN ARROW, OK 74012 United States	CITY OF BROKEN ARROW 1700 W DETROIT BROKEN ARROW, OK 74012 United States
Attention	Attention
Salesperson REGION #23 -LAURIE SCHREINER Email: laurie.schreiner@cascadeng.com Phone: (612) 616-5089	
Ship Via	FOB Point BROKEN ARROW OK
Remarks JSCHUBER@BROKENARROWOK.GOV	Currency USD
FREIGHT IS BASED ON 2 TL'S SOurcewell contract 041521-CEI	

Ln	Item Number	Due Date	Qty Quoted	Qty to Release	Price	Extended Price
1	9695417-10STK		1,160.0 EA	1,160.0 EA	51.08	59,252.80
	CART 96 BLK/BROKEN ARROW /LID BLK/HS/S					

QUOTE SUMMARY			
Currency	USD	Line Total	59,252.80
		Shipping	3,396.00
		Taxable-Shipping	0.00
			0.00
		Total Tax	0.00
		Total	62,648.80

All sale transactions are subject to Cascade Cart Solutions, a Cascade Engineering Company, Standard Terms and Conditions of Sale, published on our website https://www.cascadeng.com/sites/default/files/cascade-engineering-terms-and-conditions-of-sale_0.pdf



City of Broken Arrow

Request for Action

File #: 25-829, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 06-16-2025**

Title:

Award the most advantageous bid to Anchor Stone for the purchase of Backfill Sand and Masonry Sand as needed and award the most advantageous bid to Tulsa Topsoil Inc. for the purchase of Topsoil as needed

Background:

The City of Broken Arrow issued Bid #25.157 for the purchase of backfill sand, masonry sand, and topsoil. The bid was sent to five vendors, advertised in the Tulsa World, and posted on the City's website. Bids were publicly opened on June 7, 2024.

Two bids were received - one from Tulsa Topsoil Inc. and another from Anchor Stone Company. After reviewing the submissions, staff recommends awarding the bid for backfill sand and masonry sand to Anchor Stone Company, and awarding the bid for topsoil to Tulsa Topsoil Inc.

This bid supports multiple City departments, and the cost will be charged to various funds accordingly.

Cost: \$0

Funding Source: Various Funds

Requested By: Ryan Baze, Maintenance Services Director

Approved By: City Manager's Office

Attachments: Bid tab for bid #25.157, Anchor Stone Bid Doc's, Tulsa Topsoil Bid Doc's

Recommendation:

Award the most advantageous bid to Anchor Stone for the purchase of Backfill Sand and Masonry Sand as needed and award the most advantageous bid to Tulsa Topsoil Inc. for the purchase of Topsoil as needed



BID #25.157 - BACKFILL SAND & TOPSOIL

1)	Description: The City of Broken Arrow is bidding for backfill sand and topsoil. The bidder will provide, deliver, pickup, ensure all materials meet specified quality standards, including gradation, compaction, and fertility requirements where applicable.					
				BIDDER #1	BIDDER #2	
				Anchor Stone Company	Tulsa Topsoil	
2)	Rates & Charges	UOM	Qty	Unit Price	Unit Price	
	BACKFILL SAND	TON	1	\$13.00	\$0.00	
	MASONRY SAND	TON	1	\$0.00	\$0.00	
	MASONRY SAND	CU YD	1	\$0.00	\$0.00	
	TOPSOIL	TON	1	\$0.00	\$8.15	
	TOPSOIL	CU YD	1	\$0.00	\$10.00	
	DELIVERY COST PER TON-TRAILER/BOBTAIL	TON	1	\$8.00	\$22.86	
	DELIVERY COST PER CUBIC YARD-TRAILER/ BOBTAIL	CU YD	1	\$8.00	\$22.86	
					NO BID FOR SAND	
3	Notary Public Expires			3/19/2029	1/7/2029	
	TOTAL			\$29.00	\$63.87	

BID #25.157 - BACKFILL SAND & TOPSOIL

This was advertised on the City Website as well as the Tulsa World. Bid was sent out to five (5) Vendors with one (2) Vendor responding.

This bid tabulation is true and accurate to the best of my knowledge.

Tuesday, June 3, 2025

X Ryan Baze
Ryan Baze, General Services Director

ATTACHMENT B
TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number **XX.XXX** and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of only the "Statement of No Interest Sheet" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

Complete Legal Name of Bidder: Anchor Stone Comany

Date: 05/20/2025

Company Name: Anchor Stone Company

Address: 4124 S Rockford Ave, Ste 201 Tulsa Ok 74105

City	State	Zip Code
Tulsa	Ok	74105

Email: kevin@anchorstoneco.com

Signature: [Signature] Official Title: VP of Sales

Please print or type name clearly: Kevin McKean

Telephone: 918-293-3915 Fax Number: 918-748-8838

Federal Tax ID Number: 73-1112312

Subscribed and sworn to before me this 20th day of May 2025

My Commission Expires: 03/19/29

Joann Susan Cackler
Notary Public (or Clerk or Judge)



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT C
REFERENCES

Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom you have provided these services within the last three (3) years.

(1) Customer Name: Becco Contractors

Telephone: 918-445-2684

Contact Name: Ed Smith

Title: Owner

Address: Tulsa OK 74157
City State Zip Code

Email Address: estimator@beccousa.com

(2) Customer Name: Tri-Star Construction

Telephone: 918-439-9155

Contact Name: Mark Huff

Title: Owner

Address: Catoosa OK 74015
City State Zip Code

Email Address: mhuff@tristarllc.com

(3) Customer Name: Timberwolf Excavating

Telephone: 918-284-5211

Contact Name: Jackson Jessop

Title: Owner

Address: Broken Arrow OK 740012
City State Zip Code

Email Address: jackson@twolfx.com

ATTACHMENT D
INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma


COUNTY OF: Tulsa

Kevin McKean

_____, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant furthers states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

N/A

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X  VP of Sales

Subscribed and sworn to before me this 20th day of May 2025

My Commission Expires: 03/19/29

Joann Susan Cackler
Notary Public (or Clerk or Judge)



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT E
PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

Kevin McKean

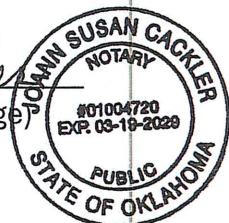
_____, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of Anchor Stone Company, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;
2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and
3. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:
 - a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b).
 - to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X KPR VP of Sales

Subscribed and sworn to before me this 20th day of May 2025

My Commission Expires: 03/19/29 Joann Susan Cackler
 (Notary Public (or Clerk or Judge))



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT A

Bid Title: Backfill Sand & Topsoil

Bid Number: 25.157

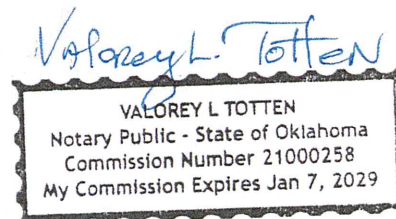
QuestCDN Project Number: 9670463

**THIS SHEET MUST BE FILLED OUT
USING THE BID WORKSHEET****PRICING SUMMARY***Note: Pricing is to remain firm while contract is in effect***Comments/Notes:**

NO BID FOR SAND PRODUCTS
WE DO NOT HAVE THAT MATERIAL

Kyle Baker
President

*Subscribed AND SWORN
to before me this
23rd Day of May, 2025*



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

**ATTACHMENT B
TERMS AND SIGNATURE SHEET**

In compliance with this invitation for Bid Number **XX.XXX** and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of only the "Statement of No Interest Sheet" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

Complete Legal Name of Bidder: Tulsa Topsoil Inc

Date: May 23, 2025

Company Name: Tulsa Topsoil Inc

Address: PO Box 924 Catoosa, OK 74015

City State Zip Code

Email: tulsatopsoil@gmail.com

Signature: Kyle Gibson *Kyle Gibson* Official Title: President

Please print or type name clearly: Kyle Gibson

Telephone: 918-710-0174 Fax Number: 918-739-5055

Federal Tax ID Number: 81-5305566

Subscribed and sworn to before me this 23rd day of May 2025

My Commission Expires: Jan 7, 2029 Valorey L Totten *Valorey L. Totten*

Notary Public (or Clerk or Judge)

VALOREY L TOTTON
Notary Public - State of Oklahoma
Commission Number 21000258
My Commission Expires Jan 7, 2029

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom you have provided these services within the last three (3) years.

(1) Customer Name: City of Tulsa

Telephone: 918-596-9484

Contact Name: Sandy Williams

Title: Purchasing Administrator for Streets and Sewer Dept

Address: 2317 S Jackson Tulsa, OK 74147
City State Zip Code

Email Address: sandiwilliams@cityoftulsa.org

(2) Customer Name: City of Owasso

Telephone: 918-325-0627

Contact Name: **Chris Cook**

Title: Bailey Golf Course Manager

Address: 10105 Larkin Bailey Road Owasso, OK 74055

Email Address: ccook@cityofowasso.com

(3) Customer Name: Mustang Trucking

Telephone: 918-630-8918 / 918-260-5372

Contact Name: Steve Driggers

Title: Dispatch

Address: PO Box 2640 Catoosa, OK 74015

City State Zip Code

Email Address: mustangtrucking99@gmail.com

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

**ATTACHMENT D
INTEREST AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Rogers

Kyle Gibson

_____, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant furthers states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

None

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

x **Kyle Gibson** *Kyle Gibson*

Subscribed and sworn to before me this 23rd day of May, 2025

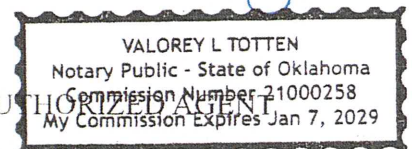
My Commission Expires: January 7, 2029

Valorey L Totten

Notary Public (or Clerk or Judge)

Valorey L Totten

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT



**ATTACHMENT E
PROPOSAL AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Rogers

Kyle Gibson

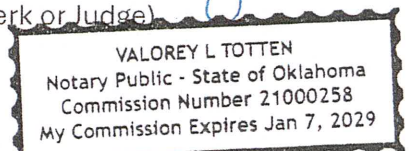
_____, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of Tulsa Topsoil Inc, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;
2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and
3. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:
 - a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b).
 - to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X **Kyle Gibson** *Kyle Gibson*

Subscribed and sworn to before me this 23rd day of May 2025

My Commission Expires: January 7, 2025 **Valorey L Totten** *Valorey L Totten*
(Notary Public (or Clerk or Judge))



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT



City of Broken Arrow

Request for Action

File #: 25-807, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 06-16-2025**

Title:

Award the most advantageous bid to Apac-Central, Inc., as primary with Greenhill Concrete, and Anchor Stone Company as back-up bidders, for purchase of Aggregate as needed

Background:

The City of Broken Arrow issued Bid #25.154 for the purchase of aggregate materials. The bid was sent to five vendors, advertised in the Tulsa World, and posted on the City's website. Bids were publicly opened on May 21, 2025.

The City received three bids-from Apac-Central, Inc., Greenhill Concrete, and Anchor Stone Company. After review, staff recommends awarding Apac-Central, Inc. as the primary vendor, with Greenhill Concrete and Anchor Stone Company designated as backup vendors. This will ensure material availability when needed.

Staff will use vendors based on availability and distance at the time of purchase. The cost will be charged to various funds, as this bid supports multiple City departments.

Cost: As bid per unit pricing, as needed

Funding Source: Various Funds

Requested By: Ryan Baze, Maintenance Services Director

Approved By: City Manager's Office

Attachments: Bid tab for bid #25.154

Recommendation:

Award the most advantageous bid to Apac-Central, Inc, as primary with Greenhill Concrete, and Anchor Stone Company as back-up bidders, for purchase of Aggregate as needed



BID 25.154 - AGGREGATE						
1)	Description: The purpose of this bid is to establish an agreement for the supply and delivery of aggregate materials required for various municipal projects.					
				BIDDER #1	BIDDER #2	BIDDER #3
				APAC Central - Oklahoma	Greenhill Concrete	Anchor Stone Company
2)	Rates & Charges	UOM	Qty	Unit Price	Unit Price	Unit Price
	1 1/2" Crusher Run	TON	1	\$8.00	\$8.50	\$9.00
	3" Crusher Run	TON	1	\$8.00	\$8.50	\$9.25
	12", 18", & 36" Rip Rap	TON	1	\$22.50	\$24.00	\$21.75
	3/8" Asphalt Chips & 1/2" Chips	TON	1	\$11.50	\$12.00	\$13.75
	1" Road Rock & 1 1/2" Clean	TON	1	\$10.25	\$11.00	\$12.50
	Screenings	TON	1	\$6.75	\$7.50	\$9.25
	6" Surge Rock	TON	1	\$13.50	\$0.00	\$15.25
	8" Surge Rock	TON	1	\$13.50	\$0.00	\$0.00
	Gabion Stone	TON	1	\$0.00	\$21.00	\$15.25
	Asphalt Millings	TON	1	\$0.00	\$0.00	\$0.00
	Type A Aggregate	TON	1	\$8.50	\$9.00	\$9.00
	Pugged Aggregate Base Per ODOT Specifications	TON	1	\$8.50	\$9.00	\$9.00
	Delivery Cost Per Ton to City Yard, 1700 West Detroit	TRAILER	1	\$8.25	\$7.80	\$7.55
	Delivery Cost Per Ton to City Yard, 1700 West Detroit	TRAILER RIP RAP	1	\$9.25	\$11.70	\$8.55
	Delivery Cost Per Ton to City Yard, 1700 West Detroit	BOB TAIL	1	\$8.25	\$7.80	\$7.55
	Delivery Cost Per Ton to City Yard, 1700 West Detroit	BOB TAIL RIP RAP	1	\$9.25	\$11.70	\$8.55
3	Notary Public Expires			5/2/2027	11/1/2028	3/19/2029
	TOTAL			\$146.00	\$110.50	\$156.20

BID 25.154 - AGGREGATE

Bid was sent out to five (5) Vendors with one (3) Vendor responding.

This bid tabulation is true and accurate to the best of my knowledge.

Tuesday, May 27, 2025

X *Ryan Baze*
 Ryan Baze, General Services Director

ATTACHMENT B
TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number ^{25.154} ~~XX.XXX~~ and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of only the "Statement of No Interest Sheet" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

Complete Legal Name of Bidder: APAC Central, Inc

Date: 4-29-25

Company Name: APAC Central, Inc

Address: 4608 S. Garnett Rd #600, Tulsa, OK 74146
City State Zip Code

Email: cpratt@apac.com

Signature: [Signature] Official Title: Account Manager

Please print or type name clearly: Court Pratt

Telephone: 918.500.7941 Fax Number: _____

Federal Tax ID Number: 58-1401469

Subscribed and sworn to before me this 29th day of April 2025

My Commission Expires: 5-2-27 [Signature]
Notary Public (or Clerk or Judge)



ATTACHMENT C
REFERENCES

Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom you have provided these services within the last three (3) years.

(1) Customer Name: Creek County

Telephone: 918-227-4909

Contact Name: Jana Thomas

Title: First Deputy / Purchasing Agent

Address: 317 E. Lee Rm100 Sapulpa, OK 74066
City State Zip Code

Email Address: jthomas@creekcountyonline.com

(2) Customer Name: City of Sand Springs

Telephone: 918-246-2601

Contact Name: Gary Duplissey

Title: Superintendent

Address: 8700 W. 21st St Sand Springs, OK 74063
City State Zip Code

Email Address: gddupli@sandspringsok.org

(3) Customer Name: A & A Asphalt Inc.

Telephone: 918-486-1204

Contact Name: Mark Autry

Title: President

Address: 28505 E. 121st St. S. Coweta, OK 74429
City State Zip Code

Email Address: mark@aaasphaltok.com

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT D
INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

Court Pratt

_____, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

APAC - Central, Inc.

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X _____

Subscribed and sworn to before me this 29th day of April 2025

My Commission Expires: 5-2-27

Notary Public (or Clerk or Judge)



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT E
PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

Court Pratt

_____, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of APAC - Central, Inc., the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;

2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and

3. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:

- a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b).
- to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
- c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X

[Signature]



Subscribed and sworn to before me this 29th day of April 20 25

My Commission Expires: 5-2-27

[Signature]
(Notary Public (or Clerk or Judge))

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT B
TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number **XX.XXX** and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of only the "Statement of No Interest Sheet" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

Complete Legal Name of Bidder: Anchor Stone Comany

Date: 05/20/2025

Company Name: Anchor Stone Company


Address: 4124 S Rockford Ave, Ste 201 Tulsa Ok 74105

City

State

Zip Code

Email: kevin@anchorstoneco.com

Signature:  Official Title: VP of Sales

Please print or type name clearly: Kevin McKean

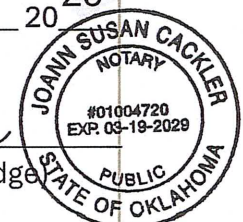
Telephone: 918-293-3915 Fax Number: 918-748-8838

Federal Tax ID Number: 73-1112312

Subscribed and sworn to before me this 20th day of May 2025

My Commission Expires: 03/19/29

Joann Susan Cackler
Notary Public (or Clerk or Judge)



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT C
REFERENCES

Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom you have provided these services within the last three (3) years.

(1) Customer Name:	Becco Contractors		
Telephone:	918-445-2684		
Contact Name:	Ed Smith		
Title:	Owner		
Address:	Tulsa	OK	74157
	City	State	Zip Code
Email Address:	estimator@beccousa.com		
(2) Customer Name:	Tri-Star Construction		
Telephone:	918-439-9155		
Contact Name:	Mark Huff		
Title:	Owner		
Address:	Catoosa	OK	74015
	City	State	Zip Code
Email Address:	mhuff@tristarllc.com		
(3) Customer Name:	Timberwolf Excavating		
Telephone:	918-284-5211		
Contact Name:	Jackson Jessop		
Title:	Owner		
Address:	Broken Arrow	OK	740012
	City	State	Zip Code
Email Address:	jackson@twolfx.com		

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT D
INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

Kevin McKean

_____, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant furthers states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

N/A

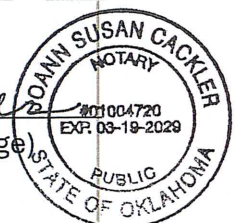
For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X *KJR* VP of Sales

Subscribed and sworn to before me this 20th day of May 2025

My Commission Expires: 03/19/29

Joann Susan Cackler
Notary Public (or Clerk or Judge)



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT E
PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

Kevin McKean, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of Anchor Stone Company, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;
2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and
3. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:
 - a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b).
 - to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X *KPM* VP of Sales

Subscribed and sworn to before me this 20th day of May 2025

My Commission Expires: 03/19/29 Joann Susan Cackler
(Notary Public (or Clerk or Judge))



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT B
TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number **XX.XXX** and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of only the "Statement of No Interest Sheet" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

Complete Legal Name of Bidder: BARBARA ELWINE WINDLE

Date: 5/21/25

Company Name: GREENHILL MATERIALS

Address: 14701 E HWY 266 OWASSO, OK 74055
City State Zip Code

Email: barbara.windle@greenhillmaterials.com

Signature: Barbara Windle Official Title: Office Mng. / Sales

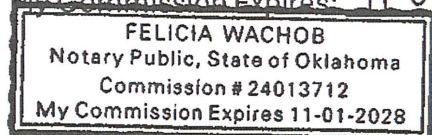
Please print or type name clearly: BARBARA WINDLE

Telephone: 918-274-6560 Fax Number: N/A

Federal Tax ID Number: 73-1133882

Subscribed and sworn to before me this 21st day of May 2025

My Commission Expires: 11-01-2028 Felicia Wachob



Notary Public (or Clerk or Judge)

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT C
REFERENCES

Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom you have provided these services within the last three (3) years.

(1) Customer Name: Cherokee Pride Construction INC

Telephone: 918-206-1630

Contact Name: Harlan Yocham

Title: OWNER

Address: PO Box 28 Sapulpa, OK 74067
City State Zip Code

Email Address: Admin @ CherokeePride.NET

(2) Customer Name: R+L Construction LLC

Telephone: 918-500-0630

Contact Name: FABIAN LUEVANO

Title: OWNER

Address: 9901 S FRANKHOMA RD Sapulpa, OK 74066
City State Zip Code

Email Address: APR @ RLconstructionllc.com

(3) Customer Name: Thrive Outdoor Services

Telephone: 918-500-6879

Contact Name: WES McCaskey

Title: OWNER

Address: 12598 S 201st W AVE Sapulpa, OK 74066
City State Zip Code

Email Address: WES @ Thriveoutdoorok.com

**ATTACHMENT D
INTEREST AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Rogers

BARBARA WINDLE, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant furthers states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

NONE

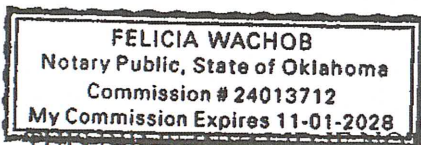
For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

x Barbara Windle

Subscribed and sworn to before me this 21st day of May 2025

My Commission Expires: 11-01-2028

Felicia Wachob
Notary Public (or Clerk or Judge)



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT E
PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

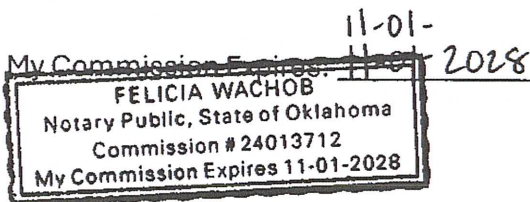
COUNTY OF: Rogers

Barbara Windle, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of GREENHILL MATERIALS, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;
2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and
3. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:
 - a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b).
 - to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

x Barbara Windle

Subscribed and sworn to before me this 21st day of MAY 2025



Felicia Wachob
(Notary Public (or Clerk or Judge))

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT



City of Broken Arrow

Request for Action

File #: 25-827, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 06-16-2025**

Title:

Award the most advantageous bid to Ellsworth Construction and Apac-Central, Inc. as the primaries, and award Greenhill Concrete as a back-up vendor for asphalt as needed

Background:

The Purchasing Division prepared Bid #25156 for asphalt materials and distributed the request to five (5) vendors. In addition to being sent directly to vendors, the bid was also publicly advertised in the Tulsa World and posted on the City of Broken Arrow's website. Bids were opened on May 23, 2025, and the City received four (4) responses from Apac Central Inc., Asphalt Cowboys, Greenhill Concrete, and Ellsworth Construction.

City staff recommends awarding the primary contract to Ellsworth Construction and Apac Central Inc., as primaries, with Greenhill Concrete designated as a backup vendor. This will ensure asphalt availability as needed and provide flexibility to select a vendor based on availability and pricing at the time of purchase. The funding source will be various funds as this bid is for multiple departments and will be charged accordingly.

Cost: As bid per unit pricing, as needed

Funding Source: Various funds

Requested By: Ryan Baze, Maintenance Services Director

Approved By: City Manager's Office

Attachments: Bid tab for bid #25.156 APAC Central Bid Doc's, Greenhill Concrete Bid Doc's, and Ellsworth Construction Bid Doc's.

Recommendation:

Award the most advantageous bid to Ellsworth Construction and Apac-Central Inc. as primaries with Greenhill Concrete designated as a back-up vendor for asphalt as needed

BID #25.156 - ASPHALT			BIDDER #1	BIDDER #2	BIDDER #3	BIDDER #4
Description: The purpose of this bid is to establish an agreement for The plant mix, for Asphalt Concrete Pavement, to be furnished, under this Proposal, shall conform with Section 708.04 and Section 411.03, 1999 Edition of the Oklahoma State Highway Specifications. Asphalt concrete pavement (hot mix-hot lay)			APAC Central - Oklahoma	Cowboy Asphalt	Greenhill Concrete/Materials	Ellsworth Construction, LLC
Rates & Charges	UOM	Qty	Unit Price	Unit Price	Unit Price	Unit Price
Type A Asphalt	TON	1	\$54.00	\$62.50	\$59.00	\$58.00
Type B Asphalt	TON	1	\$58.00	\$67.50	\$62.00	\$62.00
Type C Asphalt	TON	1	\$63.00	\$70.00	\$65.00	\$66.00
Type B Insoluble	TON	1	\$65.00	\$72.75	\$73.00	\$73.00
Super Save 3	TON	1	\$54.00	\$62.50	\$60.00	\$58.00
Super Save 4	TON	1	\$58.00	\$67.50	\$63.00	\$62.00
Additional Comments:			May Index: \$532.50	Cold Patch/QPR \$115		\$6.50 delivery per ton
						Free dump for asphalt or concrete spoils at plant location w/ purchase. Spoils must be separated and clean from trash and dirt
Notary Public Expires			5/2/2027	5/22/2028	11/1/2028	11/17/2025
TOTAL			\$352.00	\$402.75	\$382.00	\$379.00

BID #25.156 - ASPHALT

This was advertised on the City Website as well as the Tulsa World.
 Bid was sent out to five (5) Vendors with one (3) Vendor responding.

This bid tabulation is true and accurate to the best of my knowledge.

Tuesday, June 3, 2025

X Ryan Baze
 Ryan Baze, General Services Director

ATTACHMENT B
TERMS AND SIGNATURE SHEET

25.156

In compliance with this invitation for Bid Number **XX.XXX** and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of only the "Statement of No Interest Sheet" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

Complete Legal Name of Bidder: APAC Central, Inc

Date: 5/7/2025

Company Name: APAC Central, Inc

Address: 4608 S. Garnett Rd #600, Tulsa, OK 74146
City State Zip Code

Email: cpratt@apac.com

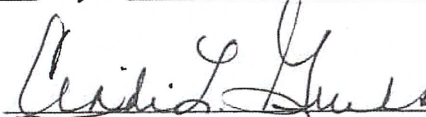

Signature:  Official Title: Account Manager

Please print or type name clearly: Court Pratt

Telephone: 918.500.7941 Fax Number: _____

Federal Tax ID Number: 58-1401469

Subscribed and sworn to before me this 7th day of May 2025

My Commission Expires: 5-2-27 
Notary Public (or Clerk or Judge) 

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

**ATTACHMENT C
REFERENCES**

Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom you have provided these services within the last three (3) years.

(1) Customer Name: Creek County

Telephone: 918-227-4909

Contact Name: Jana Thomas

Title: First Deputy / Purchasing Agent

Address: 317 E. Lee Bm100 Sapulpa, OK 74066
City State Zip Code

Email Address: jthomas@creekcountyonline.com

(2) Customer Name: City of Sand Springs

Telephone: 918-246-2601

Contact Name: Gary Duplissey

Title: Superintendent

Address: 8700 W. 21st St Sand Springs, OK 74063
City State Zip Code

Email Address: gddupli@sandspringsok.org

(3) Customer Name: A & A Asphalt Inc.

Telephone: 918-486-1204

Contact Name: Mark Autry

Title: President

Address: 28505 E. 121st St. S. Coweta, OK 74429
City State Zip Code

Email Address: mark@aaasphaltok.com

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT D
INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

Court Pratt

_____, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

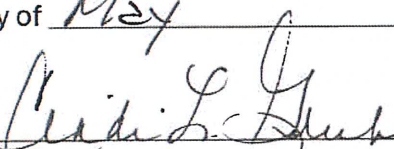
APAC Central, Inc

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X 

Subscribed and sworn to before me this 7th day of May 2025

My Commission Expires: 5-2-27


Notary Public (or Clerk or Judge)



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

**ATTACHMENT E
PROPOSAL AFFIDAVIT**


The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

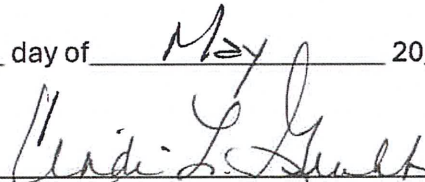
Court Pratt _____, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of APAC Central, Inc, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;
2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and
3. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:
 - a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b).
 - to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X 

Subscribed and sworn to before me this 7th day of May 2025

My Commission Expires: 5-2-27


(Notary Public (or Clerk or Judge))



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT B
TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number **XX.XXX** and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of only the "Statement of No Interest Sheet" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

Complete Legal Name of Bidder: Sherwood Construction Co., Inc DBA Millennial Asphalt

Date: 5/15/25

Company Name: Millennial Asphalt

Address: 14960 E 56th Street North, Owasso OK, 74055
City State Zip Code

Email: marko.djukic@sherwood.net

Signature: [Signature] Official Title: Operations Manager

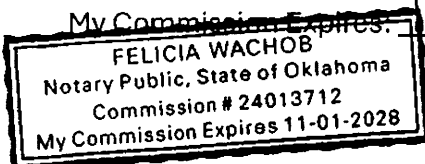
Please print or type name clearly: Marko Djukic

Telephone: 918-240-1410 Fax Number: _____

Federal Tax ID Number: 73-113382

Subscribed and sworn to before me this 15th day of May 2025

My Commission Expires: 11-01-2028 Felicia Wachob
Notary Public (or Clerk or Judge)



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT C
REFERENCES

Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom you have provided these services within the last three (3) years.

(1) Customer Name: Ellsworth Construction

Telephone: 918-446-1500

Contact Name: Suzie Coats

Title: A/P

Address: 5141 S 24TH W AVE; TULSA, OK 74017
City State Zip Code

Email Address: scoats@ellsworthinc.com

(2) Customer Name: Rogers County District #2

Telephone: 918-443-2441

Contact Name: JACKIE TAYLOR OR WINNONA ROBERTSON

Title: A/P

Address: 6190 E400 RD; OOLOGAH OK 74053
City State Zip Code

Email Address: district2@rogerscounty.org; Winrobertson@rogerscounty.org

(3) Customer Name: Sherwood Construction

Telephone: 918-410-9675

Contact Name: Lindsay Dickson

Title: Corporate Controller

Address: 1640 S 101st E Ave; Tulsa OK 74128
City State Zip Code

Email Address: lindsay.dickson@sherwood.net

ATTACHMENT D
INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

Marko Djukic

_____, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant furthers states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

None

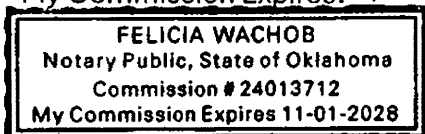
For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X  _____

Subscribed and sworn to before me this 15th day of May 2025

My Commission Expires: 11-01-28

Felicia Wachob



Notary Public (or Clerk or Judge)

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT E
PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa


Marko Djukic _____, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of **Millennial Asphalt** _____, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;

2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and

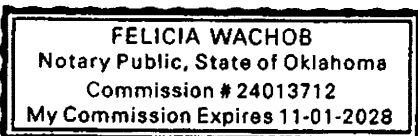
3. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:

- a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b).
- to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
- c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X  _____

Subscribed and sworn to before me this 15th day of May 20 25

My Commission Expires: 11-01-2028 Felicia Wachob
(Notary Public (or Clerk or Judge))



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT B
TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number **XX.XXX** and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of only the "Statement of No Interest Sheet" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

Complete Legal Name of Bidder: Marcus Sparling, President
Ellsworth Construction, LLC

Date: 05/21/2025

Company Name: Ellsworth Construction, LLC

Address: 1209 S Frankfort Ave, STE 400 Tulsa, OK 74120
City State Zip Code

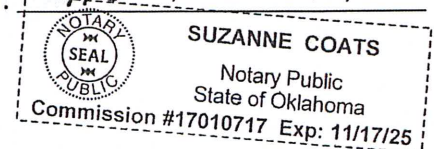
Email: msparling@ellsworthconstruction.com

Signature: [Signature] Official Title: President

Please print or type name clearly: Marcus Sparling

Telephone: 918 446 1500 Fax Number: 918 446 8198

Federal Tax ID Number: 201717097



Subscribed and sworn to before me this 21st day of May 2025

My Commission Expires: 11.17.2025 [Signature]
Notary Public (or Clerk or Judge)

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT C
REFERENCES

SEE ATTACHED DOC. A305 for Statement of Qualifications and References

Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom you have provided these services within the last three (3) years.

(1) Customer Name: _____

Telephone: _____

Contact Name: _____

Title: _____

Address: _____

City

State

Zip Code

Email Address: _____

(2) Customer Name: _____

Telephone: _____

Contact Name: _____

Title: _____

Address: _____

City

State

Zip Code

Email Address: _____

(3) Customer Name: _____

Telephone: _____

Contact Name: _____

Title: _____

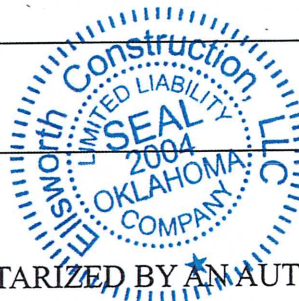
Address: _____

City

State

Zip Code

Email Address: _____



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

Document A305

Contractor's Qualification Statement

SECTION 00191-TULSA PUBLIC SCHOOLS-PAVING AT VARIOUS SITES

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: CITY OF BROKEN ARROW

NAME: ELLSWORTH CONSTRUCTION, LLC

ADDRESS: 1209 SOUTH FRANKFORT SUITE 400, TULSA, OK 74120

PRINCIPAL OFFICE: SAME AS ABOVE

☒ Corporation

☐ Partnership

☐ Individual

☐ Joint Venture

☐ Other

TYPE OF WORK (file separate form for each Classification of Work):

☐ General Construction

☐ HVAC

☐ Electrical

☐ Plumbing

☒ Other (please specify) CIVIL SITE WORK, ASPHALT & CONCRETE PAVING AND UTILITIES

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 30 + Years

§ 1.2 How many years has your organization been in business under its present business name? 17 Years Under Current Corp Structure

§ 1.2.1 Under what other or former names has your organization operated?
Ellsworth Sealcoating, Inc.

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: December 2004

§ 1.3.2 State of incorporation: Oklahoma

§ 1.3.3 CEO: Nathan Ellsworth

§ 1.3.4 President's name: Marcus Sparling

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

N/A

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

Oklahoma

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Dirt Excavation, Site Concrete, Site Asphalt, Underground Utilities, etc.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

§ 3.2.3 Has your organization filed any lawsuits or requested arbitration regarding construction contracts within the last five years?

No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

EXPO SQUARE	Crossland Construction	1,948,031
Gilcrease Museum Rd	City of Tulsa	998,898
COT Safety Training	Crossland Construction	2,135,875
Sapulpa Sports Complex	LD Kerns	231,150
COT Commanche Park	City of Tulsa	759,200
Scheels	Sampson	3,431,434
Bristow Airport	City of Bristow	600,000
Drumright PS Paving	Drumright Public Schools	238,791
ADA Runway Rehab	Delta	3,730,900

§ 3.4.1 State total worth of work in progress and under contract:

\$14,074,279

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

South Grand Lake Airport	City Of Ketchum	4,119,136	2019
R.L Jones Airport	Tulsa Airport Trust	3,200,000	2019
Prague Airport	City Of Prague	319,348	2019
Vinita Airport	City of Vinita	881,280	2019
COT MLK BLVD	City of Tulsa	4,704,000	2017-2018
COT Utica Street	City of Tulsa	4,351,000	2017-2018
Sulphur Airport	City of Sulphur	390,000	2017
Okmulgee Airport	City of Okmulgee	273,000	2017

§ 3.5.1 State average annual amount of construction work performed during the past five years:

23,500,000.00

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

Robert Ellsworth	Managing Member	30 Years Experience
Nathan Ellsworth	Managing Member	15 Years Experience
Cachi Mendoza	Asphalt Superintendent	15 Years Experience
Victor Mancilla	Utility Superintendent	15 Years Experience

§ 4. REFERENCES

§ 4.1 Trade References:

APAC Central, Inc	Steve Yocham	918-438-2020
Greenhill Materials, Inc.	Matt Ritchie	918-266-6861
Utility Supply Co	Shawn Kurtz	918-266-0209
Haskell Lemons	Burl Wilkins	405-388-7197
Yellowhouse Machinery	Jeff Shaw	918-245-8557

§ 4.2 Bank References:

FNBB	Donnie Cox	918-764-3428
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§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

Mid-Continent Group	Mark Eastin IV	918-588-1262
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§ 4.3.2 Name and address of agent:

§ 5. FINANCING**§ 5.1** Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets.

Other Assets.

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6. SIGNATURE

§ 6.1 Dated at this 21ST day of May 20 25

Name of Organization: Ellsworth Construction, LLC

By: [Signature]
Marcus Sparling
Title: President of Construction

§ 6.2



Marcus Sparling, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 21st day of May 20 25

Notary Public:

My Commission Expires:

04/02/28





Ellsworth Construction, LLC
1209 S Frankfort Avenue, Suite 400
Tulsa, OK 74120
msparling@ellsworthinc.com
918.446.1500
May 22nd, 2025

SEE SUBMITTALS ON FOLLOWING PAGES



ELLSWORTH MATERIALS MIX COST SHEET

ODOT S4 Recycle PG 64-22

Date:	5/20/2025	Project:	2025/2026 COBA Material Bid
A/C Content: VIRGIN	3.85%	Plant Location:	BROKEN ARROW PLANT
A/C Content: TOTAL	5.10%	Mix:	ODOT S4 Recycle PG 64-22
VIR AGG Content:	69.90%	Tax %:	0.00%
		Total Tons:	10,000
AGGREGATES		LIQUID ASPHALT / AC	
Pricing Good THRU:	6/1/2026	Pricing Good THRU:	6/30/2026
Analysis Breakdown for:	100 Ton	Supplier:	ESTIMATED \$ 548.48 \$
Recycle Materials	25.00% %	Mix Design AC Content:	5.10% %
Virgin Aggregates	69.9 Ton	AC Content in RAP:	5.00% %
		AC Content in RAS:	0.00% %
Total Recycle in Aggregate	25.0 Ton	AC Quantity From RAP	1.25% Ton
		AC Quantity From RAS	0.00% Ton
Total Aggregate + Recycle	94.9 Ton	Total Virgin AC Quantity	3.85% Ton

COST BREAKDOWN									
SOURCE	Description	Bin Splits	Neat Line Qty	Moisture Factor	Yield Factor	Projected Quantity	Material Unit Cost	Freight Unit Cost	Material Cost

RECYCLE MATERIALS									
ELLSWORTH BA	Fine RAP	25%	23.7	1.050	1.025	25.5	8.00	0.00	204
ELLSWORTH BA	1/2" RAP	0%	0.0	1.050	1.025	0.0	0.00	0.00	0
	RAS	0%	0.0	1.060	1.025	0.0	0.00	0.00	0

VIRGIN AGGREGATES									
APAC	#67 Rock	13%	12.3	1.030	1.020	13.0	9.50	7.04	214
APAC	1/2" CHIPS	14%	13.3	1.030	1.020	14.0	9.50	7.04	231
APAC	SCREENINGS	10%	9.5	1.030	1.020	10.0	6.50	7.04	135
APAC	MAN SAND	26%	24.7	1.030	1.020	25.9	7.25	7.04	370
APAC	WASHED SAND	12%	11.4	1.040	1.020	12.1	13.25	7.04	245
WMD	DRAG SAND	0%	0.0	1.040	1.020	0.0	7.25	24.50	0
			0.0			0.0			0
			0.0			0.0			0
			0.0			0.0			0
			0.0			0.0			0
			0.0			0.0			0
			0.0			0.0			0

BIN SPLIT TOTAL	100%	94.90			100.43				
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LIQUID ASPHALT									
GRADE	PG64-22	3.85	1.00	1.030	3.966	548.48	10.00		2,215
	TOTALS	98.75			104.39				3,615

COMMENTS

MATERIAL COST/TON 36.60

FIXED COST	\$ 12.00
QUALITY CNTRL	\$ -
COMMENTS +/-	\$ -
SUBTOTAL	\$ 48.60
% MARGIN	21.60%
MARGIN / TON	\$ 13.391
MIX PRICE / TON	\$ 62.00
TAX %	0.00% \$ -
TOTAL \$/TON	\$ 62.00



Oklahoma Department of Transportation Mix Design Report

Asphalt Concrete, Type S4 (PG 64-22 OK) Mat'l. Code: asco012

Binder - Recycled ID: B2

(Design Type and Design Type ID)

(Material Full Name and Material Code)

APAC-Oklahoma P/S # m00552

S4qc0061202410

(Mix ID)

APAC Central #04053 (Tulsa, OK) - 600TPH PLANT ID # m00552-07

(Plant Name and Plant ID)

<u>Aggregate</u>	<u>Producer/Supplier</u>	<u>% USED</u>
3/4" Chips	APAC-Central, 46th St (NW pit Tulsa, OK) P/S # m001197201	13
1/2" Chips	APAC-Central, 46th St (NW pit Tulsa, OK) P/S # m001197201	14
Scrs.	APAC-Central, 46th St (NW pit Tulsa, OK) P/S # m001197201	10
Man. Sand	APAC-Central, 46th St (NW pit Tulsa, OK) P/S # m001197201	26
Sand	Holliday Sand & Gravel (Bixby, OK) P/S # m001997212	12
Fine R.A.P.	Contractor / Project Site P/S # Contractor	25

Asphalt Cement:

Asphaltic Cement Type PG 64-22 OK, acem003, Lion Oil Co. (Muskogee, OK). m00511

(Material Full Name, Material Code, Producer/Supplier Name, Producer/Supplier Code)

Producer/Supplier:

Requires Form 93-E0
signed by the Department
for production use.
-Oklahoma D.O.T. Materials-

Sieve Size	3/4" Chps	1/2" Chps	Scrns.	Man. Sand	Sand	Fine R.A.P.	Comb. Agg.	% Tol. (±)			
								JMF	Min.	Max.	
3/4 in (19 mm)	100	100	100	100	100	100	100	100	100	100	0
1/2 in (12.5 mm)	62	100	100	100	100	97	94	94	87	100	7
3/8 in (9.5 mm)	33	91	100	100	100	90	88	88	81	95	7
#4 (4.75 mm)	5	22	81	92	98	69	65	65	58	72	7
#8 (2.36 mm)	3	4	56	57	89	50	45	45	40	50	5
#16 (1.18 mm)	3	3	38	30	68	38	30	30	26	34	4
#30 (.600 mm)	3	3	28	17	40	29	20	20	16	24	4
#50 (.300 mm)	2	3	22	10	12	20	12	12	8	16	4
#100 (.150 mm)	2	2	17	7	1	14	8	8	5	11	3
#200 (.075 mm)	2.1	2.2	13.9	5.9	0.4	9.7	6.0	6.0	4.0	8.0	2
AC Content %						5.2	5.1	5.1	4.7	5.5	0.4

AC Content %

<u>°F (°C)</u>	<u>Required</u>
305 (152)	± 20 °F (± 10 °C)

Mix temperature @ discharge from mixer:	305 (152)
Optimum roadway compaction temperature:	290 (143)
Laboratory mixing temperature:	325 (163)
Laboratory compaction temperature:	300 (149)

Tests on Asphalt Cement

Found
1.0100

Requires Form 93-E0
signed by the Department
for production use.
-Oklahoma D.O.T. Materials

Tests on Compressed Mixtures (@ Design AC)

	# Gvr.	% Density of Gmm	% Density Required
Nini	6	88.0	85.5 - 91.5
Ndes	50		96.0

<u>Tests on Aggregates</u>		<u>Required</u>	<u>Units</u>
Durability Index	69	40 min.	%
F.A.A. %U		N/A	%
Flat and Elongated		10 max.	%
Fractured Faces	100/100	85/80 min.	%
Insoluble Residue	2.5	N/A	%
LA Abrasion	29.7	40 max.	%
Micro-Deval	16.5	N/A	%
Permeability	2.1	12.5 max.	10 ⁻⁵ cm/s
Sand Equivalent	72	40 min.	%
IOC	0.14		%
Gse	2.669		
Gsb	2.626		
Specimen Weight	4700		g

Tests on Compressed Mixtures

Tests on Compressed Mixtures							
			% Density				
%AC	Gmb	Gmm	of Gmm	% Density Required	% VMA	% VMA Required	% VFA
4.6	2.338	2.482	94.2	Design / Field	15.1	Design / Field	61.6
5.1	2.366	2.463	96.1	96.0 / 94.5 - 97.4	14.5	14.5 / 14.0	73.1
5.6	2.376	2.444	97.2		14.6		80.8

Dust Prop.

1.5	<u>Dust Prop. Req.</u>
1.3	0.6 - 1.6

ITS (PSI)	118.6	N/A min.
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TSR	0.87
-----	------

0.80 / 0.75 min. (Design / Field)

$$\text{Compacted Wt. (lbs/sy/1" thick)} = \frac{108.3}{3.8} @ \frac{5.1}{3.8} \begin{array}{l} \text{\% Asphalt Cement} \\ \text{\% New Asphalt Cement} \end{array}$$

Hamburg Rut Test Depth (mm)	7.51	12.50 max. @ 10,000 cycles
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MEETS SPECIFICATION REQUIREMENTS PER SPECIAL PROVISION 708-26(a-f) 09

Comments: CORRECTED (Aggregate source for APAC-Central (7204) changed to APAC-Central (7201))

Last Modified By: Schratwieser, Edward P. eschratw
(User Name and User ID)

Date: 1/13/2014
(mm/dd/yyyy)



ELLSWORTH MATERIALS MIX COST SHEET

ODOT S5 Recycle PG 64-22

Date:	5/20/2025	Project:	2025/2026 COBA Material Bid		
A/C Content: VIRGIN	4.25%	Plant Location:	BROKEN ARROW PLANT		
A/C Content: TOTAL	5.50%	Mix:	ODOT S5 Recycle PG 64-22		
VIR AGG Content:	69.50%	Tax %:	0.000%	Total Tons:	10,000
AGGREGATES		LIQUID ASPHALT / AC			
Pricing Good THRU:	6/1/20226	Pricing Good THRU:	6/30/2026		
Analysis Breakdown for:	100	Ton	Supplier:	ESTIMATED	\$ 548.48 \$
Recycle Materials	25.00%	%	Mix Design AC Content:	5.50%	%
Virgin Aggregates	69.5	Ton	AC Content in RAP:	5.00%	%
			AC Content in RAS:	0.00%	%
Total Recycle in Aggregate	25.0	Ton	AC Quantity From RAP	1.25%	Ton
			AC Quantity From RAS	0.00%	Ton
Total Aggregate + Recycle	94.5	Ton	Total Virgin AC Quantity	4.25%	Ton

COST BREAKDOWN									
SOURCE	Description	Bin Splits	Neat Line Qty	Moisture Factor	Yield Factor	Projected Quantity	Material Unit Cost	Freight Unit Cost	Material Cost

RECYCLE MATERIALS									
ELLSWORTH BA	Fine RAP	25%	23.6	1.050	1.025	25.4	8.00	0.00	203
ELLSWORTH BA	1/2" RAP	0%	0.0	1.050	1.025	0.0	0.00	0.00	0
	RAS	0%	0.0	1.060	1.025	0.0	0.00	0.00	0

VIRGIN AGGREGATES									
APAC	#67 Rock	0%	0.0	1.030	1.020	0.0	9.50	7.04	0
APAC	1/2" CHIPS	20%	18.9	1.030	1.020	19.9	9.50	7.04	328
APAC	SCREENINGS	5%	4.7	1.030	1.020	5.0	6.50	7.04	67
APAC	MAN SAND	40%	37.8	1.030	1.020	39.7	7.25	7.04	567
APAC	WASHED SAND	10%	9.5	1.040	1.020	10.0	13.25	7.04	203
WMD	DRAG SAND	0%	0.0	1.040	1.020	0.0	7.25	24.50	0
			0.0			0.0			0
			0.0			0.0			0
			0.0			0.0			0
			0.0			0.0			0
			0.0			0.0			0
			0.0			0.0			0

BIN SPLIT TOTAL	100%	94.50			99.98				
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LIQUID ASPHALT									
GRADE	PG64-22	4.25	1.00	1.030	4.378	548.48	10.00		2,445
	TOTALS	98.75			104.36				3,815

COMMENTS

MATERIAL COST/TON		38.63
FIXED COST	\$	12.00
QUALITY CNTRL	\$	-
COMMENTS +/-	\$	-
SUBTOTAL	\$	50.63
% MARGIN		23.29%
MARGIN / TON	\$	15.372
MIX PRICE / TON	\$	66.00
TAX %	0.00%	\$ -
TOTAL \$/TON	\$	66.00

APAC-Central, Inc. Mix Design

Mix Type	S5 Binder	Design No.	COT-HO S5 Recycle
Contractor	PCSI	Producer	APAC-Central, Inc. @ Tulsa Oklahoma

MATERIAL	SOURCE		Pit No.	%USED
1/2" Chips	APAC-Central	Tulsa,Ok	7201	20
Screenings	APAC-Central	Tulsa,Ok	7201	5
Man Sand	APAC-Central	Tulsa,Ok	7201	40
Sand	Holiday S&G	Bixby,OK	7212	10
RAP	Contracor Project Site			25

Asphalt Cement PG 64-22 (AASHTO M 320)	Holly	Catoosa, OK	6.0
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Sieve Size	1/2" Chips	Scrns	Man Sand	Sand	RAP	Combined Aggregate	Job Formula	JMF Tolerances
1/2"	100	100	100	100	100	100	100	+/- 0
3/8"	94	100	100	100	92	97	97	+/- 7
No. 4	21	81	93	99	73	74	74	+/- 7
No. 8	3	58	59	94	55	50	50	+/- 5
No.16	2	40	31	71	41	32	32	+/- 4
No. 30	2	29	16	43	31	20	20	+/- 4
No. 50	2	22	9	16	20	12	12	+/- 4
No. 100	2	17	5	2	13	7	7	+/- 3
No. 200	1.4	13.5	4.1	0.5	9.1	4.9	4.9	+/- 2

Asphalt Cement PG 64-22 (AASHTO M 320)

Optimum Roadway Compaction Temperature, F	305
Mix Temperature @ Discharge from Mixer, F	325

Tests on Asphalt Cement:			Found	Tests on Aggregates:		Found	Required
Spec. Grav. @ 77 Deg F			1.01	Sand Equivalent		69	45 Min
				L.A. Abrasion		30.0	40 max
Tests on Compressed Mixtures (at Design AC Content)				Durability (DC)		69.0	40 Min.
	SGC	Dens. %o	Dens. %of	Insoluble Residue		N/A	40 Min
		Gmm	Gmm Req'd	Micro Deval		16.5	
Nini	6	87.7	85.5-89.4	Permeability		4.9	12.5x10-5
Ndes	50		96				cm/s Max
				Fractured Faces		100/100	85/80 Min
				IOC		0.14	
				Gse		2.645	
				Gsb		2.610	
				Specimen Wt		4700	

Tests on Compressed Mixtures (at Design AC Content)

	SGC	Dens. % of Gmm	Dens. % of Gmm Req'd
Nini	6	87.7	85.5-89.4
Ndes	50		96

Tests on Compressed Mixtures:

Percent Asphalt	Gmb	Gmm	Dens.% of Gmm	Dens.% Req'd Gmm	V.M.A. (%)	V.M.A. (Min. %)	%VFA	% VFA (Req'd)	% DP	% DP (Req'd)
5.5	2.282	2.429	93.9		17.4		0.65		1.0	
6.0	2.308	2.410	95.8	94.5-97.4	16.9	15.5	0.75	65-78	0.9	0.6-1.6
6.5	2.339	2.393	97.7		16.2		0.86		0.8	

Mix Layer Depth	<4"
TSR:	0.83 0.80 Min (0.75 Min. Field) Required
Compacted Wt.	105.9 lbs/sy/1" thickness



ELLSWORTH MATERIALS MIX COST SHEET

ODOT S4 Insoluble

Date:	5/20/2025	Project:	2025/2026 COBA Material Bid
A/C Content: VIRGIN	5.30%	Plant Location:	BROKEN ARROW PLANT
A/C Content: TOTAL	5.30%	Mix:	ODOT S4 Insoluble PG 64-22
VIR AGG Content:	94.70%	Tax %:	0.000%
		Total Tons:	10,000

AGGREGATES			LIQUID ASPHALT / AC		
Pricing Good THRU:	6/1/20226		Pricing Good THRU:	6/30/2026	
Analysis Breakdown for:	100	Ton	Supplier:	ESTIMATED	\$ 548.48
Recycle Materials	0.00%	%	Mix Design AC Content:	5.30%	%
Virgin Aggregates	94.7	Ton	AC Content in RAP:	5.00%	%
			AC Content in RAS:	0.00%	%
Total Recycle in Aggregate	0.0	Ton	AC Quantity From RAP	0.00%	Ton
			AC Quantity From RAS	0.00%	Ton
Total Aggregate + Recycle	94.7	Ton	Total Virgin AC Quantity	5.30%	Ton

COST BREAKDOWN									
SOURCE	Description	Bin Splits	Neat Line Qty	Moisture Factor	Yield Factor	Projected Quantity	Material Unit Cost	Freight Unit Cost	Material Cost

RECYCLE MATERIALS									
ELLSWORTH BA	Fine RAP	0%	0.0	1.050	1.025	0.0	8.00	0.00	0
ELLSWORTH BA	1/2" RAP	0%	0.0	1.050	1.025	0.0	0.00	0.00	0
	RAS	0%	0.0	1.060	1.025	0.0	0.00	0.00	0

VIRGIN AGGREGATES									
APAC	3/4" #67 Rock	21%	19.9	1.030	1.020	20.9	9.50	7.04	346
APAC	1/2" CHIPS	0%	0.0	1.030	1.020	0.0	9.50	7.04	0
APAC	SCREENINGS	24%	22.7	1.030	1.020	23.9	6.50	7.04	323
APAC	MAN SAND	17%	16.1	1.030	1.020	16.9	7.25	7.04	242
APAC	WASHED SAND	15%	14.2	1.040	1.020	15.1	13.25	7.04	306
WMD	MINE CHAT	23%	21.8	1.040	1.020	23.1	13.25	24.50	872
			0.0			0.0			0
			0.0			0.0			0
			0.0			0.0			0
			0.0			0.0			0
			0.0			0.0			0
			0.0			0.0			0

BIN SPLIT TOTAL	100%	94.70			99.86				
-----------------	------	-------	--	--	-------	--	--	--	--

LIQUID ASPHALT									
GRADE	PG64-22	5.30	1.00	1.030	5.459	548.48	10.00		3,049
	TOTALS	100.00			105.32				5,137

COMMENTS

MATERIAL COST/TON		51.37
FIXED COST	\$	12.00
QUALITY CNTRL	\$	-
COMMENTS +/-	\$	-
SUBTOTAL	\$	63.37
% MARGIN		13.19%
MARGIN / TON	\$	9.629
MIX PRICE / TON	\$	73.00
TAX %	0.00%	\$ -
TOTAL \$/TON	\$	73.00

Asphalt Concrete, Type S4 (PG 64-22 OK) Mat'l. Code: asco012

Insoluble ID: I1

(Design Type and Design Type ID)

S4qc0062300100

(Producer/Supplier Name and Producer/Supplier Code)

(Mix ID)

APAC Central #04053 (Tulsa, OK) - 600TPH PLANT ID # m00552-07

(Plant Name and Plant ID)

Producer/Supplier:	APAC-Central, 46th St (NW pit Tulsa, OK) P/S # m001197201	APAC-Central, 46th St (NW pit Tulsa, OK) P/S # m001197201	APAC-Central, 46th St (NW pit Tulsa, OK) P/S # m001197201	Holiday Sand & Gravel (Bixby, OK) P/S # m001657231	Mine Chat @ Tri City Area P/S # NineChat					<div style="border: 1px solid black; padding: 5px; text-align: center;"> Requires Form 93-E0 signed by the Department for production use. -Oklahoma D.O.T. Materials- </div>				
Sieve Size	3/4" Chips	Man. Sand	Scrns.	Sand	Mine Chat					Comb. Agg.	JMF	Min.	Max.	% Tol. (±)
3/4 in (19 mm)	100	100	100	100	100					100	100	100	100	0
1/2 in (12.5 mm)	57	100	100	100	100					91	91	84	98	7
3/8 in (9.5 mm)	27	100	100	100	100					85	85	78	92	7
#4 (4.75 mm)	4	80	83	99	48					60	60	53	67	7
#8 (2.36 mm)	4	45	58	91	10					38	38	33	43	5
#16 (1.18 mm)	4	23	42	72	3					26	26	22	30	4
#30 (.600 mm)	3	12	31	43	2					17	17	13	21	4
#50 (.300 mm)	3	7	24	9	1					9	9	5	13	4
#100 (.150 mm)	3	5	18	1	1					6	6	3	9	3
#200 (.075 mm)	2.7	4.4	14.7	0.4	0.7					5.1	5.1	3.1	7.1	2
AC Content %										5.3	5.3	4.9	5.7	0.4

Mix temperature @ discharge from mixer:	305 (152)	± 20 °F (± 10 °C)
Optimum roadway compaction temperature:	290 (143)	
Laboratory mixing temperature:	325 (163)	
Laboratory compaction temperature:	300 (149)	

Requires Form 93-E0
signed by the Department
for production use.
-Oklahoma D.O.T. Materials-

<u>Tests on Aggregates</u>		<u>Required</u>	<u>Units</u>
Contabro	68.0	N/A	%
Durability Index	68	40 min.	%
F.A.A. %U		N/A	%
Flat and Elongated		10 max.	%
Fractured Faces	100/100	85/80 min.	%
Insoluble Residue	38.7	30 min.	%
LA Abrasion	23	40 max.	%
Micro-Deval	14.9	N/A	%
Permeability	0.8	12.5 max.	10 ⁻⁵ cm/s
Sand Equivalent	76	40 min.	%
IOC	0.34		%
Gse	2.643		
Gsb	2.586		
Specimen Weight	4700		g

Tests on Compressed Mixtures								
%AC	Gmb	Gmm	% Density of Gmm	% Density Required Design / Field	% VMA	% VMA Required Design / Field	% VFA	% VFA Required
4.8	2.315	2.453	94.4	Design / Field	14.8	Design / Field	62.2	% VFA Required
5.3	2.335	2.434	95.9	96.0 / 94.5 - 97.4	14.5	14.5 / 14.0	71.7	72 - 77
5.8	2.344	2.416	97.0		14.6		79.5	
			ITS (PSI) <u>114.4</u> N/A min. TSR <u>0.87</u> 0.80 / 0.75 min. (Design / Field) Compacted Wt. (lbs/sy/1" thick) = <u>107.1</u> @ <u>5.3</u> % Asphalt Content					
Dust Prop.	Dust Prop. Reg.							
1.3	0.6 - 1.6							
1.1								
1.0								

Hamburg Rut Test Depth (mm) 5.57 12.50 max. @ 10,000 cycles

MEETS SPECIFICATION REQUIREMENTS PER SPECIAL PROVISION 708-26(a-f) 09

Comments:

Last Modified By: Smith, Jerry D. jsmith
(User Name and User ID)

Date: 1/11/2023
(mm/dd/yyyy)

ATTACHMENT D
INTEREST AFFIDAVIT

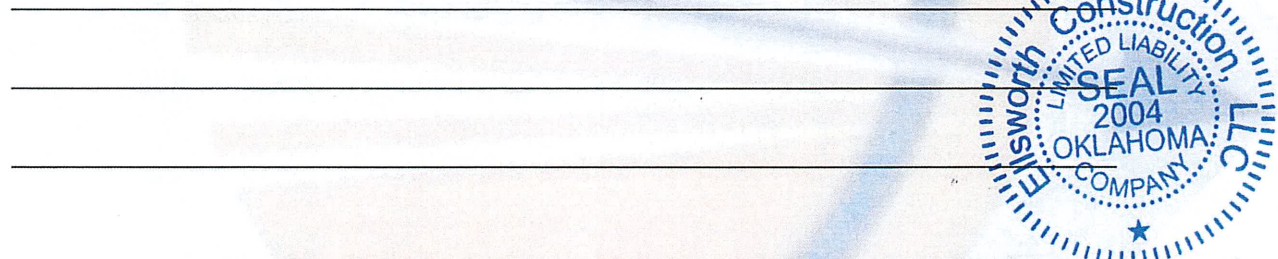
The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

Marcus Spauling, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant furthers states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

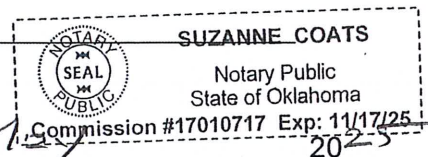
not applicable



For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X [Signature]

Subscribed and sworn to before me this 21ST day of May 2025



My Commission Expires: 11.17.2025 [Signature: Suzanne Coats]
Notary Public (or Clerk or Judge)

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT E
PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: OKlahoma

COUNTY OF: Tulsa

Marcus Spauling, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of Ellsworth Construction, LLC, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;

2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and

3. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:

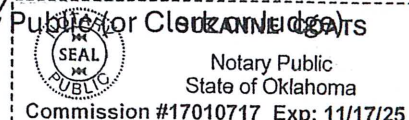
- a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b).
- to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
- c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X [Signature]

Subscribed and sworn to before me this 21ST day of May 2025

My Commission Expires: 11.17.2025 [Signature]

(Notary Public for Clerk of the Court)



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT



City of Broken Arrow

Request for Action

File #: 25-862, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 06-16-2025**

Title:

Award the most advantageous bid to Fortiline for bid No. 25.169 Power Unit, Motor, & Hoses

Background:

Bid Number 25.169 was solicited to five vendors, and one response was received. The bid was advertised in the Tulsa World and on the City of Broken Arrow website to encourage competitive participation. The bid was formally opened on June 4, 2025.

This procurement is for the purchase of a Tapmate Base Power Unit 82000, a Tapmate Motor with 1/2" hoses, and heavy-duty hydraulic hoses with NPT fittings. The equipment will be used by the Utilities Division to support ongoing operations.

The funding for this purchase will come from account number **2554040-2205400-570030**.

Staff recommends awarding the bid to **Fortiline**, the sole respondent to this solicitation.

Cost: \$92,779.14

Funding Source: 2554040-2205400-570030

Requested By: Timothy Robins, P.E., CWI, CFM, Director of Utilities

Approved By: City Manager's Office

Attachments: Bid Tabulation 25.169, Fortiline Bid Doc's

Recommendation:

Award the most advantageous bid to Fortiline for bid# 25.169 Power Unit, Motor, & Hoses



BID NO. 25.169-Power Unit, Motor, & Hoses		BIDDER 1
Description: The City of Broken Arrow is bidding for Power Unit, Motor, & Hoses. This will be a firm, fixed-price purchase agreement for the one-time or as-needed supply of goods as specified in the solicitation. The successful vendor will be responsible for delivering the items in accordance with the stated specifications, quantities, and delivery requirements. All prices quoted shall remain firm throughout the agreement term, and no additional charges will be accepted unless expressly authorized in writing.		Fortline Waterworks Tulsa
PRICE SUMMARY - RATES AND CHARGES		Qty 6
Tapmate Base Power Unit 82000		\$64,102.56
Tapmate Motor w 1/2" Hoses		\$27,514.50
HD Hydraulic Hoses & NPT Fit		\$1,162.08
ADDITIONAL COMMENTS		
NOTARY PUBLIC COMMISSION DATE EXPIRES		2/21/2028
TOTAL		\$92,779.14

BID NO. 25.169-Power Unit, Motor, & Hoses

This was advertised on the City Website as well as the Tulsa World.

Bid was sent out to 5 Vendors with 1 Vendors responding.

This bid tabulation is true and accurate to the best of my knowledge.

Friday, June 6, 2025

X *Ryan Baze*

Ryan Baze, General Services Director

ATTACHMENT B
TERMS AND SIGNATURE SHEET

In compliance with this Invitation for Bid Number **XX.XXX** and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of only the "Statement of No Interest Sheet" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

Complete Legal Name of Bidder: Fortiline, Inc.

Date: 05/29/2025

Company Name: Fortiline, Inc.

Address: 15850 Dallas Parkway Dallas, TX 75248

City State Zip Code

Email: _____

Signature: Sherry Becken Official Title: CFO

Please print or type name clearly: Sherry Becken

Telephone: _____ Fax Number: _____

Federal Tax ID Number: 57-0819190

Subscribed and sworn to before me this 29 day of May 2025

My Commission Expires: 2/21/28

Annie Crow
Notary Public
STATE OF TEXAS
Notary ID# 134773985
My Comm. Exp. Feb. 21, 2028

ATTACHMENT C
REFERENCES

Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom you have provided these services within the last three (3) years.

(1) Customer Name: City of Sapulpa

Telephone: 918-248-5928

Contact Name: David Norris

Title: Public Works Director

Address: 424 E. Hobson Ave. Sapulpa, OK 74066

City State Zip Code

Email Address: Dnorris@sapulpaok.gov

(2) Customer Name: City of Sand Springs

Telephone: 918-246-2588

Contact Name: Levi Lay

Title: Public Works

Address: 13101 W 46th St, Sand Springs, OK 74063

City State Zip Code

Email Address: levi.lay@sandspringsok.gov

(3) Customer Name: City of Depew

Telephone: 918-324-5251

Contact Name: Jeff Taylor

Title: Public Works Director

Address: 405 Main St, Depew, OK 74028

City State Zip Code

Email Address: Jtaylor@townofdepewok.org

ATTACHMENT D
INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Texas

COUNTY OF: Dallas

Sherry Becken

_____, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

N/A

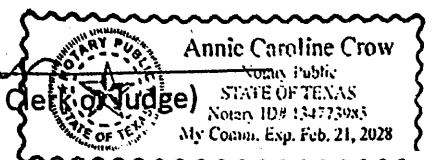
For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

x Sherry Becken

Subscribed and sworn to before me this 29 day of May 2025

My Commission Expires: 2/21/28

Annie Crow
Notary Public (or Clerk of Court)



ATTACHMENT E
PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Texas

COUNTY OF: Dallas

Sherry Becken, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of Fortiline, Inc., the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;

2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and

3. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:

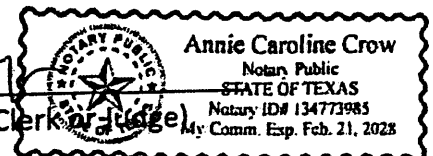
- a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b).
- to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
- c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

x Sherry Becken

Subscribed and sworn to before me this 29 day of May 2025

My Commission Expires: 2/21/28

Annie Crow
(Notary Public (or Clerk of Court))





City of Broken Arrow

Request for Action

File #: 25-842, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 06-16-2025**

Title:

Approval of and authorization to award the most advantageous bid to Graham Mechanical HVAC LLC as the primary and award McIntosh Services as the backup vendor for HVAC services under \$2,500

Background:

The City of Broken Arrow, through the Maintenance Services Department, solicited bids for HVAC services under \$2,500 to ensure timely, efficient, and cost-effective maintenance and repairs for City facilities. The Purchasing Division issued Bid 25.166, which was sent to six vendors. Bids were publicly opened on June 4, 2025, and three responses were received. The opportunity was also advertised in the Tulsa World and on the City of Broken Arrow website to promote transparency and encourage competitive participation.

After a thorough evaluation of the bids, City staff recommends awarding the primary contract to Graham Mechanical, with McIntosh Services designated as the secondary vendor. Graham Mechanical has consistently provided high-quality service to the City, and staff are confident in their continued ability to deliver reliable and responsive HVAC support.

Cost: Stated in proposal

Funding Source: Various Funding Sources

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: Bid Tab 25.166, Graham Mechanical Bid Doc's, McIntosh Services Bid Doc's

Recommendation:

Approval of and authorization to award the most advantageous bid to Graham Mechanical HVAC LLC as the primary and award McIntosh Services as the backup vendor for HVAC services under \$2,500

BID NO. 25.166-HVAC SERVICES UNDER \$2,500	BIDDER 1	BIDDER 2	BIDDER 3
Description: TThe City of Broken Arrow reserves the right to award multiple vendors. This will be a time and materials agreement for HVAC services. The awarded vendor will provide labor, materials, and equipment necessary for the maintenance, repair, and installation of heating, ventilation, and air conditioning (HVAC) systems as specified in this solicitation. Pricing shall be based on an hourly labor rate for technicians, along with material costs as required. Payment will be made based on actual work performed, subject to inspection and approval to ensure compliance with industry standards and project specifications.	Graham Mechanical HVAC, LLC	McIntosh Services, LLC	Polar Bear Jack's Heating and Air Design
PRICE SUMMARY - RATES AND CHARGES	Per Hour	Per Hour	Per Hour
Service Call Charge	\$0.00	N/A	\$95.00
Journeyman Labor Rate Per Hour	\$100.00	\$97.00	\$123.00
Apprentice Labor Rate Per Hour	\$50.00	\$80.00	\$108.00
Labor Rate After Hour or Overtime Calls	N/A	\$146.00	\$151.00
Materials / Parts Show Markup Cost if Applicable	15%	20%	43%
Mileage Charlges, Calculated Basis	\$0.00	1.13/MILE	N/A
Other charges if Applicable	N/A	N/A	\$125.00
ADDITIONAL COMMENTS			
		Line Card	Freon 410A/TDX20 \$80
			Apprentice Labor OT
			\$130.00
NOTARY PUBLIC COMMISSION DATE EXPIRES	5/27/2029	8/17/2027	9/17/2028
TOTAL	\$150.15	\$323.20	\$602.43

BID NO. 25.166-HVAC SERVICES UNDER \$2,500

This was advertised on the City Website as well as the Tulsa World.

Bid was sent out to 6 Vendors with 3 Vendors responding.

This bid tabulation is true and accurate to the best of my knowledge.

Thursday, June 5, 2025

X *Ryan Baze*

Ryan Baze, General Services Director

ATTACHMENT B
TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number ~~XX-XXX~~ 25.166 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of only the "Statement of No Interest Sheet" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

Complete Legal Name of Bidder: Dale Graham

Date: 5/20/2025

Company Name: Graham Mechanical HVAC, LLC

Address: 312 E. 4th Street, Skiatook OK 74070

Email: daleggraham@gmail.com

Signature: *Dale Graham* Official Title: Member

Please print or type name clearly: Dale Graham

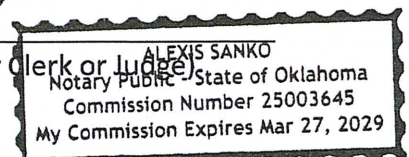
Telephone: 918-500-0111 Fax Number: _____

Federal Tax ID Number: 93-4506690

Subscribed and sworn to before me this 27 day of May 20 25

My Commission Expires: MAY 27, 2029 *Alexis Sanko*

Notary Public (or Clerk or Judge)



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT C
REFERENCES

Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom you have provided these services within the last three (3) years.

- (1) Customer Name: City of Broken Arrow
 Telephone: 918 770 2620
 Contact Name: Jeff Ocker
 Title: Manager Building Main
 Address: Broken arrow OK 74011
 City State Zip Code
 Email Address: Jocker@brokenarrowok.gov
- (2) Customer Name: Mias Green
 Telephone: 917 572 1834
 Contact Name: Kyng er yi
 Title: owner
 Address: OKmulgee OK 79947
 City State Zip Code
 Email Address: N/A
- (3) Customer Name: OKay Filter
 Telephone: 918 266 3771
 Contact Name: Carol
 Title: Manager
 Address: Tulsa OK 74116
 City State Zip Code
 Email Address: Carol@okfilter.com

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT D
INTEREST AFFIDAVIT


The following affidavit is to accompany the proposal:

STATE OF: Oklahoma


COUNTY OF: Tulsa

Dale Granam, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant furthers states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

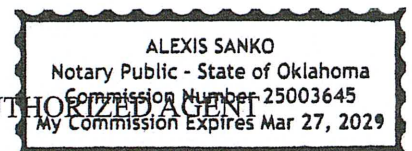
For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.



Subscribed and sworn to before me this 27 day of May 2025

My Commission Expires: Mar 27, 2029 
Notary Public (or Clerk or Judge)

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT



ATTACHMENT E
PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: tulsa

Dale Graham, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of Graham Mechanical HVAC LLC, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;

2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and

3. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:

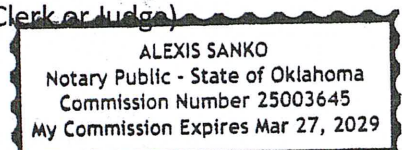
- a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b).
- to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
- c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X

Subscribed and sworn to before me this 27 day of May 2025

My Commission Expires: Mar 27, 2029

Alexis Sanko
(Notary Public (or Clerk or Judge))



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT B
TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number XX.XXX and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of only the "Statement of No Interest Sheet" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

Complete Legal Name of Bidder: JORDAN FULTON

Date: 5-28-25

Company Name: McINTOSH SERVICE

Address: 4640 S 83RD AVE TULSA OK 74145
City State Zip Code

Email: FULTON.J@mcINTOSHOK.COM

Signature: [Signature] Official Title: PRESIDENT

Please print or type name clearly: JORDAN FULTON

Telephone: 918-270-1414 Fax Number: 918-270-1444

Federal Tax ID Number: 47-2338484

Subscribed and sworn to before me this 28th day of May 2025

My Commission Expires: 8/17/2027 [Signature]
Notary Public (or Clerk or Judge)



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT C
REFERENCES

See attached References

Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom you have provided these services within the last three (3) years.

(1) Customer Name: _____

Telephone: _____

Contact Name: _____

Title: _____

Address: _____

City

State

Zip Code

Email Address: _____

(2) Customer Name: _____

Telephone: _____

Contact Name: _____

Title: _____

Address: _____

City

State

Zip Code

Email Address: _____

(3) Customer Name: _____

Telephone: _____

Contact Name: _____

Title: _____

Address: _____

City

State

Zip Code

Email Address: _____

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT



NAME OF CORPORATION	McIntosh Corporation PO Box 472208 Tulsa, OK 74147-2208 918.270.1414 – 918.270.1444 Fax			
CORPORATE TAX ID NUMBER	73-1354458	CORPORATE D&B NUMBER	19-858-3056	
PRINCIPALS	Charles Benningfield, Chief Executive Officer Jordan Fulton, President and Chief Operating Officer Matt Groves, Director of Operations			
NAME OF LLC'S/LOCATIONS	McIntosh Mechanical, LLC Charles Benningfield - President 918.270.1414 – 918.270.1444 Fax <i>Mailing Address:</i> PO Box 472208 Tulsa, OK 74147		McIntosh Service, LLC Jordan Fulton - President 918.270.1414 – 918.359.9154 Fax <i>Mailing Address:</i> PO Box 472208 Tulsa, OK 74147 <i>Physical Address:</i> 4640 S 83 rd East Ave Tulsa, OK 74145	
LLC TAX ID NUMBERS	47-2350696		47-2338484	
LLC D&B NUMBERS	07-983-6213		07-969-6473	
LLC SAM/CAGE NUMBERS	-		079696473/86XC5	
TYPE OF BUSINESS	Commercial & Industrial HVAC and Plumbing Service, Refrigeration, Boilers, Computer Room Units, Temperature Controls, Backflow Prevention Certification, Indoor Air Quality, Sheet Metal, NEBB Certified Test and Balance, Sound and Vibration			
OK SALES TAX ID	749191168			
NAICS CODE	238220			
INCORPORATED	October 2, 1987, State of Oklahoma			
IN BUSINESS SINCE	1957			
BONDING/ INSURANCE	Travelers Casualty and Surety Company of America Rich & Cartmill Inc Vaughn P Graham Jr CIC - Agent 2738 E 51 st St, Ste 400, Tulsa, OK 74105-6228 918.293.7195 – 918.744.8429 Fax			
BANK REFERENCE	Arvest Bank Contact: Kurt Kazmierski 918.382.2653 – 918.631.6820 Fax			
TRADE REFERENCES				
Hambrick Ferguson John Hambrick PO Box 470245 Tulsa, OK 74147 918.627.2462 – 918.665.8326 Fax	Automated Bldg Systems Joel Karstetter PO Box 472166 Tulsa, OK 74147 918.665.3974 – 918.665.4219 Fax		Engineered Equipment Inc Chuck Mayfield 10404 E 55 th Pl, Ste L Tulsa, OK 74146 918.624.1005	
Ferguson Enterprises Daniel Hernandez 6525 E 42 nd St Tulsa, OK 74145-4629 918.830.5781 – 918.628.1314 Fax	Bouchard Insulation Inc Brandon Ellis 824 W Elgin St Broken Arrow, OK 74012 918.254.7232		Hajoca Corporation Cullen Gardenhire 5154 S 110 th East Ave Tulsa, OK 74146 918.627.3332 – 918.663.2370 Fax	

LICENSE NAME	HOLDER	NUMBER	STATE
Plumbing Contractor	Charles Benningfield	00143162	OK
Mechanical Contractor	Charles Benningfield	00143162	OK
Plumbing Contractor	Matthew Groves	00191850	OK
Mechanical Contractor	Matthew Groves	00191850	OK
Install, Service and/or Repair Boilers & Pressure Vessels	McIntosh Service LLC	1084	OK
NEBB Testing, Adjusting and Balancing of Environmental Systems	McIntosh Service LLC	3640	Nat'l
NEBB Whole Building Systems Technical Commissioning: Plumbing	Tony Wise	-	Nat'l
Class "D" Waterworks Operator	Daniel Owens	92859	OK
ASME "R" Certified	Charles Benningfield	R-7059	Nat'l Board
Unlimited Electrical Journeyman	Charles Benningfield	00143162	OK
Master Electrician	Charles Benningfield	M-2933	AR
Master Plumbing	Tom Owens	MP3584	AR
HVACR Class 'B' Contractor	Charles Benningfield	143805	AR

To the best of my knowledge, the above information is true.

Charles Benningfield
Charles Benningfield, Chief Executive Officer

June 10, 2025
Date

ATTACHMENT D
INTEREST AFFIDAVIT

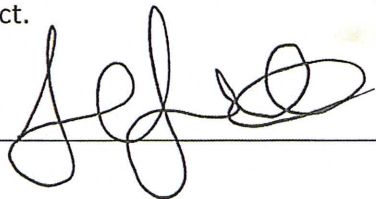
The following affidavit is to accompany the proposal:

STATE OF: OK

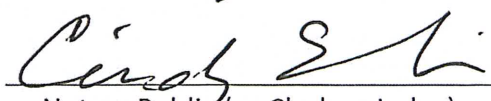
COUNTY OF: Tulsa

Jordan Fulton, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X 

Subscribed and sworn to before me this 28th day of May 2025

My Commission Expires: 8/17/2027 
Notary Public (or Clerk or Judge)



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT E
PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: OK

COUNTY OF: Tulsa

Jordan Fulton, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of McIntosh Service, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;
2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and
3. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:
 - a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b).
 - to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X [Signature]

Subscribed and sworn to before me this 28th day of May 2025

My Commission Expires: 8/17/2027 [Signature]
(Notary Public (or Clerk or Judge))



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT



City of Broken Arrow

Request for Action

File #: 25-869, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 06-16-2025**

Title:

Award the most advantageous bid to HHM Facility Management, LLC and authorize execution of a service agreement for Janitorial Services for City owned facilities listed in bid No. 25.161

Background:

The Purchasing Division prepared Bid #25.161 for Janitorial Services for City-owned Buildings as outlined in the bid proposal. The bid opportunity was advertised in the Tulsa World and on the City of Broken Arrow website. Bids were sent to five (5) vendors and opened on May 28, 2025. The City of Broken Arrow received five (5) bids, with the lowest bid submitted by HHM Facility Management for \$136,677.60 for the year.

City Staff recommends awarding the contract to HHM Facility Management LLC, as their bid is both the lowest and most advantageous.

Cost: \$136,677.60

Funding Source: Various department operational funds

Requested By: Ryan Baze, Maintenance Services Director

Approved By: City Manager's Office

Attachments: Bid tab for bid #25.161, HHM Facility Management Bid Doc's

Recommendation:

Award the most advantageous bid to HHM Facility Management, LLC and authorize execution of a service agreement for Janitorial Services for City owned facilities listed in bid# 25.161

ATTACHMENT A

Bid Title: Custodial Services

PRICING SUMMARY

Note: Pricing is to remain firm while contract is in effect

Title: Custodial Services

Rates & Charges:

Custodial Services \$ 136,677.60

Additional Services (When Requested):

Stripping and Waxing Flooring \$.25
(200 SQFT Min – Pricing Per SQFT)

Shampooing Carpet \$.25
(200 SQFT Min – Pricing Per SQFT)

1. List other optional services along with pricing.

Exterior Window Service \$ 3.00 ea

2. List any value-added services and / or volume discount information.

Genesis App System

Comments/Notes:

Please review Genesis system information.

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT B
TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number **25.161** and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of only the "Statement of No Interest Sheet" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

Complete Legal Name of Bidder: Scott Minner

Date: 05/25/2025

Company Name: HHM Facility Management LLC

Address: PO Box 127 Ozark MO 65721
City State Zip Code

Email: sminner@hhmmgmt.com

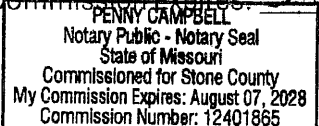
Signature: *SM* Official Title: COO

Please print or type name clearly: Scott Minner

Telephone: 888.929.5173 Fax Number: 417.337.5172

Federal Tax ID Number: 45-4671145

Subscribed and sworn to before me this 25th day of May 2025

My Commission Expires: 08/07/2028 *Penny Campbell*
Notary Public (or Clerk or Judge)


THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

**ATTACHMENT D
INTEREST AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: Missouri

COUNTY OF: Stone

Scott Wimmer, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant furthers states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

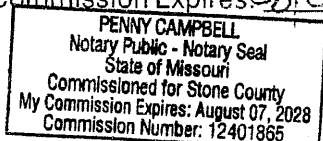
N/A

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X S

Subscribed and sworn to before me this 25th day of May 2025

My Commission Expires 08/07/2028



Penny Campbell
Notary Public (or Clerk or Judge)

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT E

PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Missouri

COUNTY OF: Stone

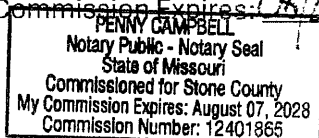
Scott Winner, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of HHM Facility Management LLC, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;
2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and
3. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:
 - a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b).
 - to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X SC

Subscribed and sworn to before me this 25th day of May 2025

My Commission Expires: 08/07/2028 Penny Campbell
(Notary Public (or Clerk or Judge))



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BID #25.161 - CUSTODIAL SERVICES			BIDDER #1	BIDDER #2	BIDDER #3	BIDDER #4	BIDDER #4
Description: The City of Broken Arrow reserves the right to award multiple vendors. The purpose of this service is to establish an agreement for custodial services to ensure the cleanliness, sanitation, and maintenance of designated facilities. The awarded contractor will be responsible for providing routine cleaning and upkeep, including but not limited to, office spaces, restrooms, common areas, and specialized facilities. Services shall include waste removal, floor care, surface sanitation, and the replenishment of necessary supplies to maintain a safe and hygienic environment. The contractor must adhere to the specified service schedule, maintain quality control standards, and comply with all applicable health and safety regulations. Performance expectations will be outlined to ensure consistency and efficiency in service delivery, contributing to the overall operational functionality and			HHM Facility Management, LLC	Phidora Group, Inc. dba Vanguard Cleaning Systems	SourceOne Maintenance Services, Inc.	Clempire, LLC	Jani-King of Tulsa, Inc.
Rates & Charges	UOM	Qty	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Custodial Services			\$136,677.60	\$199,260.00	\$225,060.00	\$251,940.00	\$322,674.96
Additional Services (When Requested):							
Stripping and Waxing Flooring			\$0.25	\$0.25	\$0.40	\$0.40	\$0.25
Shampooing Carpet			\$0.25	\$0.15	\$0.17	\$0.15	\$0.10
Carpet Extraction			N/A	\$0.20	N/A	N/A	N/A
Additional Comments:							
List other optional services along with pricing.			Exterior Window Washing \$3.00 ea	Exterior Window Washing \$2-\$6 per side	Day Porter Services / 40 hrs a week / \$2,590 per month	Exterior Window Washing \$5 per pane (min. 20 panes)	Porter Services \$27 per hr
List any value-added services and / or volume discount information.							
				Power washing - \$0.10 sq ft.			
Notary Public Expires							
TOTAL			\$136,678.10	\$199,260.60	\$225,060.57	\$574,615.86	\$322,675.31

BID #25.161 - CUSTODIAL SERVICES

This was advertised on the City Website as well as the Tulsa World.

Bid was sent out to five (5) Vendors with one (5) Vendor responding.

This bid tabulation is true and accurate to the best of my knowledge.

Tuesday, June 3, 2025

X Ryan Baze
 Ryan Baze, General Services Director



City of Broken Arrow

Request for Action

File #: 25-835, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 06-16-2025**

Title:

Approval of and authorization to award the most advantageous bid to Infinity Fire for Fire Monitoring Services

Background:

The City of Broken Arrow, through the Maintenance Services Department, solicited proposals for Fire Monitoring Services to ensure consistent and reliable protection for City facilities. To promote transparency and encourage competitive participation, the Request for Proposal (RFP) was advertised in the Tulsa World and on the City of Broken Arrow website.

The Purchasing Division issued RFP Packet 25.160, and after a thorough evaluation of all submissions, it was determined that Infinity Fire submitted the most advantageous proposal for the City. The RFP includes options for renewal, contingent upon approval by the Broken Arrow Municipal Authority.

Staff recommends awarding the contract to Infinity Fire based on their qualifications, service capabilities, and overall value to the City.

Cost: Stated in Proposal

Funding Source: Multiple Funding Sources

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: Bid Tab 25.162, Infinity Fire Bid Doc's

Recommendation:

Approval of and authorization to award the most advantageous bid to Infinity Fire for Fire Monitoring Services

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

174

ATTACHMENT C
REFERENCES

Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom you have provided these services within the last three (3) years.

(1) Customer Name: Pivot Project

Telephone: 909-915-4153

Contact Name: Tandell Veleker

Title: Vice President of Property Management

Address: OKC OK 73103
City State Zip Code

Email Address: tandell@pivotproject.com

(2) Customer Name: Casa Del Mar Apartments

Telephone: 918-991-5583

Contact Name: Kirsten Slaughter

Title: Property Management

Address: Owasso OK 74055
City State Zip Code

Email Address: kirsten@casadelmarok.com

(3) Customer Name: Inola Public Schools

Telephone: 918-695-7071

Contact Name: Clint Thacker

Title: Facilities

Address: Inola OK 74036
City State Zip Code

Email Address: clintt@inola.k12.ok.us

ATTACHMENT D
INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

Gary C. Jones

_____, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant furthers states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

n/a

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X **Gary C. Jones**

Subscribed and sworn to before me this 28 day of May 2025

My Commission Expires: July 22, 2025 Amanda Nicole Childers #21009620
Notary Public (or Clerk or Judge)

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT E
PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

Gary C. Jones, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of Infinity Fire LLC, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;
2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and
3. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:
 - a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b).
 - to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X Gary C. Jones

Subscribed and sworn to before me this 28 day of May 2025

My Commission Expires: July 22, 2025 Amanda Nicole Childers #21009620
(Notary Public (or Clerk or Judge))

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT



BROKEN ARROW
WHERE OPPORTUNITY LIVES

BID NO. 25.162 - FIRE MONITORING SERVICES	BIDDER 1	BIDDER 2
Description: The City of Broken Arrow is bidding for Fire Monitoring Services. Perform general tasks: maintenance, inspections, repair (included labor), emergency service, repair, yearly inspections, and must be a full-time, commercial fire alarm, licensed, certified, pass background check, and references.	Summit Fire & Security, LLC	Infinity Fire, LLC
PRICE SUMMARY - RATES AND CHARGES	MONTHLY	MONTHLY
Cellular	\$1,665.00	\$35.00
Set-Up Costs	N/A	\$250.00
ADDITIONAL COMMENTS		
NOTARY PUBLIC COMMISSION DATE EXPIRES	5/3/2027	7/22/2025
TOTAL	\$1,665.00	\$285.00

BID NO. 25.162 - FIRE MONITORING SERVICES

This was advertised on the City Website as well as the Tulsa World.

Bid was sent out to 5 Vendors with 2 Vendors responding.

This bid tabulation is true and accurate to the best of my knowledge.

Thursday, June 5, 2025

X *Ryan Baze*

Ryan Baze, General Services Director



City of Broken Arrow

Request for Action

File #: 25-805, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 06-16-2025**

Title:

Award the most advantageous bid to Nextlevel Redi Mix as primary and award Twin Cities Ready Mix, Inc and Greenhill Concrete as backup bidders for Concrete as needed

Background:

The Purchasing Division prepared bid #25.155 for concrete and it was sent to five (5) vendors, bids were opened on May 22, 2025. The City of Broken Arrow received three (3) bids from Next Level Redi Mix, Twin Cities Ready Mix, Inc, and Greenhill Concrete.

Bid #25.155 was advertised on the Tulsa World and posted on the city website. The funding source will be various funds as this bid is for multiple departments and will be charges accordingly.

Staff recommends awarding the primary concrete supply agreement to Nextlevel Redi-Mix, with Twin Cities Ready Mix Inc. and Greenhill Concrete designated as backup suppliers, to be utilized as needed.

Cost: \$0

Funding Source: Various Funds

Requested By: Ryan Baze, Maintenance Services Director

Approved By: City Manager's Office

Attachments: 25.155 - CONCRETE TAB; BID 25.155-CONCRETE-TABULATIONS_PDF; Bid #25.155-CONCRETE-VENDOR LISTINGS; Bid #25.155-CONCRETE-NOTICE TO BIDDERS; Bid #25.155-CONCRETE

Recommendation:

Award the most advantageous bid to Nextlevel Redi Mix as primary and award Twin Cities Ready Mix, Inc and Greenhill Concrete as backup bidders for Concrete as needed



BID #25.155 CONCRETE						
1)	Description: This agreement is for the supply and delivery of concrete. The awarded vendor will be responsible for providing concrete that meets the specifications outlined in this solicitation. Pricing shall be based on a per-cubic-yard basis, including delivery to					
				BIDDER #1	BIDDER #2	BIDDER #3
				Nexlevel Redi Mix	Twin Cities Ready Mix	Greenhill Concrete
2)	Rates & Charges	UOM	Qty	Unit Price	Unit Price	Unit Price
	2500 PSI CONCRETE	Cu Yd	1	\$135.00	\$140.00	\$151.00
	3000 PSI CONCRETE	Cu Yd	1	\$139.00	\$144.00	\$155.00
	3500 PSI CONCRETE	Cu Yd	1	\$143.00	\$148.00	\$159.00
	40000 PSI CONCRETE	Cu Yd	1	\$147.00	\$152.00	\$163.00
	4" EXPANSION JOINT	F.T.	1	\$2.00	\$12.00	\$2.50
	6" EXPANSION JOINT	F.T.	1	\$3.00	\$11.50	\$3.50
	1% CALCIUM	Cu Yd	1	\$5.00	\$3.26	\$4.50
	2% CALCIUM	Cu Yd	1	\$10.00	\$6.52	\$9.00
	HOT WATER	Cu Yd	1	\$5.00	\$5.00	\$5.00
	HIGH EARLY	Cu Yd	1	\$10.00	\$12.00	\$12.00
	SYNTHETIC FIBER MESH	Cu Yd	1	\$8.00	\$6.25	\$6.00
	DELIVERY CHARGE	Cu Yd	1	\$0.00	\$60.00	\$150.00
3	Notary Public Expires			4/13/2029	2/21/2026	11/1/2028
	TOTAL			\$607.00	\$700.53	\$820.50

BID #25.155 CONCRETE

This was advertised on the City Website as well as the Tulsa World.
 Bid was sent out to five (5) Vendors with one (3) Vendor responding.

This bid tabulation is true and accurate to the best of my knowledge.

Tuesday, June 3, 2025

X *Ryan Baze*

Ryan Baze, General Services Director



Bid No 25.155 – CONCRETE

QuestCDN NO.9662601

(5) Vendor Bidders

1. Greenhill Concrete

Email: sales@greenhillconcrete.com

2. Twin Cities Ready Mix

Email: info@tulsahba.com

3. APAC Company

Email: Pratt, Court (APAC) cpratt@apac.com

4. Greenhill Materials

Email: sales@greenhillmaterials.com

5. Complete Concrete of Oklahoma

Email: completeconcreteok@gmail.com



NOTICE AND INVITATION TO BIDDERS
QuestCDN Project Number: 9668331
BID NO. 25.154 - CONCRETE

Notice is hereby given that the City of Broken Arrow, Oklahoma is accepting Bids on the following:

Review all bids on our website: <https://www.brokenarrowok.gov/business/bids-contracts>

If interested in bidding click [Broken Arrow, City of - Projects](#) QuestCDN Project Number: 9668331

A Bidder may view the project documents at no cost prior to becoming a Planholder. Input the **QuestCDN Project Number: 9668331** on the website's projects search page to download the digital project documents for free. Contact QuestCDN Customer Support at 952-233- 1632 or info@questcdn.com for assistance in membership registration, downloading digital project information and vBid online bid submittal questions. Project bid documents must be downloaded from QuestCDN which will add your company to the Planholder List and allow access to vBid online bidding for the submittal of your bid (which is required for this project). Bidders will not be charged a fee to submit a bid electronically.

FOR THIS PROJECT, BIDS WILL ONLY BE RECEIVED AND ACCEPTED VIA THE ONLINE ELECTRONIC BID SERVICE THROUGH QUESTCDN.COM. All required affidavits and Proposal Guarantees MUST be submitted through QuestCDN.com with bid documents. Only bids submitted as required above by 10:30 a.m. on the date of the bid opening will be considered.

BIDS WILL BE OPENED publicly at 11:00 a.m. on May 22, 2025, at or by "control clicking" on the following link: <http://www.brokenarrowok.gov/business/bids-contracts/virtual-bid-openings>

The bid opening will be live-streamed and recorded.

The acceptance and award of this Bid will be considered by the Broken Arrow City Council. The City of Broken Arrow reserves the right to reject any or all Bids. Project will be awarded to the responsible Bidder with the lowest base bid or lowest combined base and additive alternate bids, if any, which is most advantageous to City of Broken Arrow. Applicable additive alternates, if any, will be determined at the City of Broken Arrow's discretion. The lowest responsible Bidder will be notified within ten (10) working days of the Bid opening as to when this Public Construction Contract will be placed on the Broken Arrow City Council Agenda for consideration.

TulsaWorld Published:

May 1, 2025

May 8, 2025

**CITY OF BROKEN ARROW**

April 28, 2025

Bid Number: 25.155

QuestCDN Project Number: 9668331

CONCRETE

The City of Broken Arrow is inviting proposals to provide an **CONCRETE** in accordance with the terms and conditions detailed herein. Additional annual terms may be granted at the discretion of the City Council.

If you or your firm is interested in participating in the solicitation and review process, please submit a copy of your bid, including a description of your services and fees then return it to:

- If you or your firm are interested in participating in this solicitation, please submit your bid electronically through QuestCDN. Paper bids will not be accepted.
- Complete digital project documents are available at: [QuestCDN Project Page](#) or by visiting www.QuestCDN.com and entering the **QuestCDN Project Number: 9668331** in the project search.
- Bid Deadline: All bids must be submitted via QuestCDN no later than **Thursday, 10:30 a.m. CST on May 22, 2025**
- Late submissions will not be accepted. Bid Opening: Bids will be publicly opened at 11:00 a.m. CST on the same day. The opening will be live-streamed and recorded at:
- [Virtual Bid Opening – City of Broken Arrow](#) For technical assistance, contact QuestCDN at 952-233-1632 or info@questcdn.com.

Proposed base pricing for services may be disclosed at a public meeting to receive and file responses of this and other solicitations, and at the Broken Arrow City Council Meeting. Purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities; therefore, it should be noted that all other information provided in your response will be considered proprietary and will not be divulged during the proposal review process. The successful proposer shall understand; however, that portions (potentially all) of their proposal (including any final contracts) will become public record after its acceptance by the City of Broken Arrow City Council.

Questions or additional information requests should be directed to the City of Broken Arrow

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

City of Broken Arrow - Purchasing Department
Attention: Blake Dampf, Purchasing Manager
918-259-7000 ext. 7366

PURPOSE: City of Broken Arrow is seeking proposals for the **CONCRETE** for the **City of Broken Arrow** according to the terms and conditions set forth in this **Bid Number: 25.155** with **QuestCDN Project Number: 9668331**.

1. **CONTRACT AWARD:** The City of Broken Arrow reserves the right to select the most advantageous bid and may award multiple vendors the contract at the discretion of the Broken Arrow City Council.
2. **PERIOD OF CONTRACT PERFORMANCE (Annual contracts only):** The period of performance for services subject to this solicitation and any resulting contract shall be from award through June 30, 2025, to include at the option of the City of Broken Arrow, one-year annual renewal periods:

7/1/2025 to 6/30/2026
7/1/2026 to 6/30/2027
7/1/2027 to 6/30/2028
7/1/2028 to 6/30/2029
7/1/2029 to 6/30/2030
3. **CONTRACT ADMINISTRATOR:** The following individual shall serve as the monitor of the conditions of the contract and shall work directly with the contractor on a regular basis in scheduling and coordinating performance of services, answering technical questions in connection with the scope of work, and providing general direction under the resulting contract: **Blake Dampf, Purchasing Manager**.
4. **QUESTIONS REGARDING THE BID:** Questions regarding this bid must be submitted electronically through QuestCDN. No other form of communication (including email or phone) will be accepted for bid-related questions. To submit a question, log in to your QuestCDN account, locate the project using **QuestCDN Project Number: 9668331**, and use the Q&A feature associated with the project listing.

All questions must be submitted by 10:30 a.m. CST on **May 21, 2025** and must specifically reference the section of the bid documents in question. Questions received after this deadline may not be addressed.

Responses to all properly submitted questions will be posted on QuestCDN and distributed to all known Planholders to ensure a fair and transparent process. **Only information provided through QuestCDN's Q&A feature and formal addenda shall be considered official.** Any changes to the bid documents will be issued as written addenda to the solicitation, and no verbal statements or answers will modify the terms or conditions of the bid.

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Attempts to communicate outside the designated process may result in disqualification.

5. **STATEMENT OF NEED:** The contractor shall be capable of providing an **CONCRETE** listed in the contractor's BID response, in accordance with the terms and conditions stated herein.
6. **GENERAL PERFORMANCE TASKS:** The contractor shall be responsible for the following minimum general requirements:
 1. All concrete mixes and additives must meet or exceed ASTM standards for Oklahoma. The supplier shall provide mix designs and technical data sheets upon request.
 2. The supplier shall ensure prompt delivery of materials as scheduled by the City. Deliveries must be made to various job sites within the city limits, with reasonable flexibility for short-notice orders when necessary.
 3. The supplier shall be responsible for providing concrete that consistently meets the specified PSI ratings and additive requirements (e.g., calcium percentages, hot water mix, high early strength). Batches that do not meet performance standards may be rejected and replaced at no cost to the City.
 4. The supplier shall maintain clear and regular communication with the designated City representative to coordinate order schedules, changes, or urgent needs. A primary point of contact must be identified.
 5. All delivery personnel must adhere to OSHA safety standards and follow all traffic and site-specific safety protocols while on City property or job sites.
 6. No substitutions or alterations of approved materials may be made without prior written approval from the City.
 7. Invoices must accurately reflect delivered quantities and be accompanied by delivery tickets signed by City personnel. Additional charges (if any) must be clearly itemized and pre-approved.
 8. The supplier shall respond to inquiries, issues, or order confirmations within one (1) business day. In the event of any delivery delays, the supplier must notify the City immediately with an updated timeline.

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7. INSURANCE:

7.1. The contractor shall keep in force during the time of the contract policies of insurance in minimum amounts as set forth below or as required by the laws of the State of Oklahoma, not to exceed the maximum amount of the City's liability under the Governmental Tort Claims Act. Public liability and automobile liability (owned, hired and non-owned in the limits) set forth below:

- | | |
|------------------------------------|----------------|
| • Personal Injury, each person | \$100,000.00 |
| • Personal Injury, each occurrence | \$1,000,000.00 |
| • Properly Damage, each person | \$25,000.00 |
| • Property Damage, each occurrence | \$100,000.00 |

7.2. Comprehensive Garage Keepers' Liability (including Fire and Theft Coverage on Vehicles and Contents stored by the Contractor at all locations and coverage for damage to towed vehicles regardless of liability of contract) The City of Broken Arrow shall be named as an additional insured on the public liability, automobile liability and garage keeper liability policies. Certificates' showing the contractor is carrying the above-described insurance in at least the above-specified minimum amounts shall be furnished to the City prior to the execution of the contract. Said certificate shall further provide that said insurance shall not be canceled by the insurer without the insurer first giving the City at least ten (10) days prior written notice of cancellation.

8. PERFORMANCE BOND: The contractor shall furnish the City with a contract performance bond in the amount of Five Thousand Dollars (\$5,000.00) guaranteeing the contractor will perform each and every obligation under its contract.

9. CITY LIABILITY: Nothing in these specifications or any future agreement, which may be formulated, will bind the City of Broken Arrow for payment of any fees:

10. HOLD HARMLESS: The contractor will agree to save and hold the City of Broken Arrow and its employees harmless of and from any and all liability including the cost and defense and attorney's fees which may arise, from damages to towed vehicles, theft of towed vehicles, and items missing from towed vehicles at the time the contractor takes control of the vehicle, the contractor's, the contractor's negligence or from any damage occurring to towed vehicles while the vehicles are in the contractor's possession or control regardless of the contractor's negligence.

11. AUTHORITY IN CITY COUNCIL:

11.1. The City Council shall have the authority to award contracts within the purview of this title.

11.2. Responsive and responsible bidder. Contract shall be awarded to the responsive and responsible bidder. In determining the "responsive and responsible bidder" in addition to price, the following factors shall be considered:

- The ability, capacity, and skill of the bidder to perform the contract or to provide the service required.

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- Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- The quality of performance for previous contracts for service.
- The previous and existing compliance by the bidder with laws and ordinances relating to the contract service.
- The sufficiency of financial resources and ability of the bidder to perform the contract or to provide service.
- The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- The ability of the bidder to provide for future maintenance and service for the use of the subject of the contract.
- The number and scope of conditions attached to the bid.
- The ultimate cost to Broken Arrow Citizens.


12. EXCEPTIONS:

All exceptions must be fully explained on a separate page entitled "Exceptions," giving reference to the page and paragraph where the exception is being taken. Failure to comply with this requirement could result in bid item and/or items being rejected at time of delivery. The City reserves the right to waive minor technicalities under these specifications.

13. PROPOSAL SUBMISSION REQUIREMENTS:

Bidders are required to sign this form in the space provided on the "Terms" and "Signature Sheet" and submit the completed bid documents electronically via QuestCDN.

Bid Submission Instructions:

- Bids will be opened online through QuestCDN at the scheduled bid opening time. No physical envelope submission is required.
- On the online bid submission platform, ensure the following are included:
- Virtual Bid Invitation to **Bid Number: 25.155**
- QuestCDN Project Number: 9668331
- Bid Title: **CONCRETE**
- Bid Opening Date: **May 22, 2025**
- Exhibits 1, 2, and 3 (Must Read)
- Attachments B, D, & E (completed and signed as required)
- Attachments B, D, & E must include a valid notary stamp and signature.
- The bid opening will be held virtually and can be accessed via the following link:
- [Virtual Bid Openings](https://www.brokenarrowok.gov/business/bids-contracts/virtual-bid-openings)  **Virtual Bid Opening – City of Broken Arrow**
- <https://www.brokenarrowok.gov/business/bids-contracts/virtual-bid-openings>

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14. PROPOSAL AWARD:

City of Broken Arrow will review all proposals and make a recommendation to the Broken Arrow City Council for award to the most advantageous and responsible offeror(s) who submits the proposal that is in the best interest of the City of Broken Arrow. Services may not commence until such approval is obtained.

15. RESERVATION OF RIGHTS:

Contract Administrator or designee may require the removal from contract work of any employee of the contractor who is incompetent, careless, or insubordinate; who appears to be alcohol or drug impaired or otherwise objectionable; whose continued employment is contrary to a consistent good relationship between the parties to this contract; or who poses a safety risk.

16. F.O.B. DESTINATION (If Applicable)

All deliveries shall be F.O.B. Destination, Freight Prepaid. Destination shall mean the receiving dock located at 1700 W. Detroit, Broken Arrow, Oklahoma 74012 or other point specified within the City of Broken Arrow as specified in the purchase order. The City of Broken Arrow assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by authorized City of Broken Arrow personnel. The successful supplier shall be responsible for filling, processing and collecting all damage claims.

17. PROMPT PAYMENT DISCOUNTS

Discounts for prompt payment will not be considered in the evaluation of offers; however, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

18. TERMS AND CONDITIONS**18.1. DEFINITIONS**

- ITB means Invitation to Bid
- Solicitation means an Invitation to Bid
- City means the City of Broken Arrow

18.2. EXPLANATION TO BIDDERS

Bidders who need clarifications shall contact the Purchasing Division or the individual shown on the ITB. Oral explanations or instructions given before bid opening will not be binding. Any information given to a bidder concerning a solicitation will be provided promptly to all other bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other bidders.

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18.3. TYPE OF CONTRACT

This agreement is for the supply and delivery of concrete. The awarded vendor will be responsible for providing concrete that meets the specifications outlined in this solicitation. Pricing shall be based on a per-cubic-yard basis, including delivery to designated locations.

18.4. PREPARATION OF BIDS

- Bidders are expected to examine the solicitation, instructions, and all amendments. Failure to do so will be at the bidder's risk.
- Each bidder shall provide the information required by the solicitation. Bids shall be typewritten or written in ink and signed. Penciled bids will not be accepted. The person signing the bid shall initial erasures or other changes.
- Unit price shall be entered on the form provided or a copy thereof.
- Recipients of this solicitation not responding with a bid shall return only the "Statement of No Interest."

18.5. AMENDMENTS TO INVITATION TO BID

- If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
- Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment with the bid documents.

18.6. ORAL AGREEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the ITB or the resulting contract. The Purchasing Division must make all modifications to the contract in writing.

18.7. SUBMISSION, MODIFICATION, OR WITHDRAWAL OF BIDS

- Bids and bid modifications shall be submitted on proper forms and in sealed envelopes or packages addressed to the Purchasing Division, 1700 West Detroit, Broken Arrow, Oklahoma 74012. The outside of the envelope or package shall show the opening date and time, the ITB number, and the name and address of the bidder.
- The Purchasing Division will open sealed bids at the time and place specified.
- Any bid received in the Purchasing Division after the exact time specified for receipt will not be considered.
- Bids may be withdrawn or modified by written notice if received no later than forty-eight hours before the bid opening time and date.
- City of Broken Arrow may reject any or all Bids, in whole or in part.
- A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation for Bid or attempts to limit Bidder's liability to the City.
- A Bid may be rejected if Bidder is currently in default to City on any other contract or has an outstanding indebtedness of any kind to City.

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- City of Broken Arrow reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
- Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the Purchasing office before the close of business on the Bid Submission Date.

18.8. BID COMPLIANCE

The City of Broken Arrow reserves the right to reject any bid that does not comply with the requirements and specifications of the ITB. A bid shall be rejected when the bidder imposes terms or conditions that would modify requirements of the ITB or limit the bidder's liability to the City.

18.9. EVALUATION AND AWARD

- The City will evaluate all bids submitted in response to this solicitation and will award a contract to the bidder(s) whose proposal is deemed the most advantageous and responsible.
- The City reserves the right to (1) reject any or all bids, (2) accept a bid that is not the lowest, and (3) waive any informalities or minor irregularities found in the bids received.
- The City may choose to accept bids based on individual items, groups of items, or the total bid amount.
- All communications regarding this sealed bid must be directed exclusively to the Purchasing Manager or the Asset Manager. Non-compliance with this directive may result in the rejection of the bid.

18.10. NOTICE OF AWARD

Notice of award letter resulting from this BID will be furnished to the successful bidder and shall result in a binding contract without further action by either party. No additions, deletions or changes of any kind shall be made to this contract without prior written approval of the Director over the Purchasing Division.

18.11. TERMINATION OF CONTRACT

- This contract can be canceled by the supplier for just cause with a thirty (30) day written request and upon written approval from the Purchasing Division.
- The City may cancel with just cause upon written notification to vendor.
- Immediate cancellation shall be administered when violations are found to be an impediment to the function of the City and detrimental to its cause, or when conditions preclude the thirty (30) day notice.
- If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for supplies and/or services rendered before the effective date of termination.

18.12. EXTENSION OF CONTRACT

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The City may extend the term of this contract up to ninety (90) days if mutually agreed upon by both parties in writing.

18.13. ORDERING

Any supply and/or service to be furnished under this contract shall be ordered with issuance of written purchase orders or other approved means by the City. There is no limit to the number that may be issued. Delivery to multiple destinations may be required. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

18.14. STATE AND FEDERAL TAXES

Purchases by the City of Broken Arrow are not subject to any sales tax or Federal Excise tax. Exemption letters will be furnished upon request.

18.15. CONTRACTOR INVOICES

- The vendor shall be paid upon submission of proper invoices to Accounts Payable, P.O. Box 610, Broken Arrow, Oklahoma 74013 at the prices stipulated on the contract.
- Invoices shall contain the contract number (if applicable) and purchase order number.
- Failure to follow these instructions may result in delay of processing invoices for payment.
- The Company or Corporation bidding shall be the only office authorized to receive orders, invoices and receive payment.
- If the bidder wishes to ship or provide service from a point other than the address listed on the face of the bid, he will furnish a list of these locations.
- No ordering or invoicing will be done at these locations.
- In cases of partial delivery, the City may at its option make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

18.16. PROMPT PAYMENT DISCOUNTS

Discounts for prompt payment will not be considered in the evaluation of offers; however, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

18.17. GRATUITIES

The right of the successful bidder to perform under this contract may be terminated by written notice if the Purchasing Division determines that the successful bidder, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the City to obtain a contract.

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

18.18. BID CONFORMITY

By submitting a response to this solicitation, the bidder attests that the supplies or services conform to specified contract requirements.

18.19. WARRANTY

The successful bidder agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products; and rights and remedies provided herein are addition to and do not limit any rights afforded to the City by any other clause of this contract.

18.20. CONFLICT OF INTEREST

The Invitation to Bid hereunder is subject to the provisions of the Oklahoma Statutes. All supplies must disclose with the bid the name of any officer, director or agency that is also an employee of the City of Broken Arrow or any of its agencies. Further, all suppliers must disclose the name of any City Official or City Employee who owns, directly or indirectly, any interest of twenty-five percent (25%) or more in the supplier's firm or any branches.

18.21. PATENTS AND ROYALTIES

- The supplier, without exception, shall indemnify and save harmless the City of Broken Arrow and its employees from liability of any nature or kind, including cost and expense for or on account of any copyrighted, patented, or process, or article manufactured or used in the performance of the contract including its use by the City of Broken Arrow.
- If the supplier uses any design, device or materials covered by letters, patent, copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from such design, device, or materials in any way involved in the work.

18.22. CONTRACTOR IMMIGRATION COMPLIANCE

- 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
- 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 Contractor's employees; and

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- 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
- has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Contractor 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.

18.23. CONTRACTOR 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, Contractor's 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 Contractor as set forth more fully in Paragraph I.

EXHIBIT 1

CITY HOLIDAYS

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day
Independence Day

Labor Day
Veteran's Day
Thanksgiving
Friday after Thanksgiving
Christmas Eve
Christmas Day

EXHIBIT 2**CITY OF BROKEN ARROW, OKLAHOMA MINIMUM INSURANCE AMOUNTS****Owners Liability Insurance:**

Comprehensive General Liability (with Broad form GCL endorsement)

Per Accident \$1,000,000.00

Bodily Injury, per person \$100,000.00

Property Damage, per claimant \$100,000.00

PUBLIC LIABILITY, OTHER THAN AUTOMOBILE:

Personal injury, per person \$100,000.00

Personal Injury, per accident \$1,000,000.00

Property Damage, per person \$100,000.00

Property Damage, per occurrence \$1,000,000.00

AUTOMOBILE AND TRUCK; HIRED AND NON-OWNED:

Personal Injury, per person \$100,000.00

Personal Injury, per accident \$1,000,000.00

Property Damage, per person \$100,000.00

Property Damage, per accident \$1,000,000.00

EMPLOYERS INSURANCE:

Employees Liability, per accident \$1,000,000.00

Comprehensive General liability per accident \$1,000,000.00

Bodily Injury, per accident \$1,000,000.00

Property Damage, per claimant \$100,000.00

WORKMEN COMPENSATION:

Legal limits required by the State of Oklahoma

EXHIBIT 3**ONLINE INSTRUCTIONS FOR SUBMITTING A REQUEST FOR PROPOSAL (RFP)**

To use QuestCDN for bidding, start by registering or logging into your account. Find the desired project by searching for its project number, then download the bid documents. Fill out any required forms and upload them. Utilize the VirtuBid tool to submit your bid online, ensuring you have an Online Bid ID code and have accepted the terms of use.

Here's a more detailed breakdown:

1. Registration and Login:

- If you're new to QuestCDN, register for a regular membership at QuestCDN.com.
- Log into your QuestCDN account using your username and password.

2. Finding and Downloading Project Documents:

- Enter the QuestCDN project **Bid Number: 25.155** number in the search box and click "Search".
- Click the underlined project title to open the bid advertisement.
- Click "Download Bid Documents" on the green bar at the top of the bid advertisement.
- Save the downloaded PDF files to your computer.

3. Downloading and Filling Out Required Forms:

- Download any required forms from the project documents.
- Fill out the forms completely and accurately.
- If the project requires it, upload the completed forms back to the project.

4. Using VirtuBid:

- To use VirtuBid, click the "On-Line Bid" button (you may need to refresh the page after downloading documents).
- Fill out the qualification tab and any other required information.

5. Submitting Your Bid:

- Online Bid ID Code: Ensure you have an Online Bid ID code, which is your digital signature. You can find or add this code in your "My Account" section on QuestCDN.
- Submit Bid Button: Click the "Submit Bid" button.
- Online Bid ID Code: Enter your Online Bid ID code.
- Terms of Use: Check the "I Agree" box to accept the QuestCDN Terms of Use for Bidders.
- Submit Button: Click the "Submit" button at the bottom of the page to submit your bid.
- Re-submission: You can re-submit your bid at any time before the bid closing date, according to Isanti County.

6. Understanding Error Messages:

- After submitting your bid, the system verifies all requirements are met.
- If there are errors, the system will display a "Bid Not Submitted" message with specific reasons, such as missing bid bond information or required addenda.
- Review the error messages and correct any issues before re-submitting.

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT A**Bid Title: CONCRETE****PRICING SUMMARY**Pricing is entered online into Bid Worksheet the **QuestCDN Project Number: 9668331**

Owner Number: 25.154
 Closing Date: 05/21/2025 10:30 AM CDT
 Posting Type: Goods and Services (G&S)
 Owner: Broken Arrow, City of
 Solicitor: Broken Arrow - Purchasing

☐ Sections shown in this color are not included in the Base Bid Total - *Mandatory* completion
☐ Sections shown in this color are not included in the Base Bid Total - *Optional* completion
☐ Sections shown in this color are fixed and cannot be edited by the bidder

Line Item	Item Code	Item Description	UoM	Quantity	Unit Price	Extension
Rates & Charges						
1	1	1 1/2" Crusher Run	TON	1		
2	2	3" Crusher Run	TON	1		
3	3	12", 18" & 36" Rip Rap	TON	1		
4	4	3/8" Asphalt Chips & 1/2" Chips	TON	1		
5	5	1 1/2" Road Rock & 1 1/2" Clean	TON	1		
6	6	Screenings	TON	1		
7	7	6" Surge Rock	TON	1		
8	8	8" Surge Rock	TON	1		
9	9	Gabion Stone	TON	1		
10	10	Asphalt Millings	TON	1		

If submitting a proposal, you are required to fill out Exhibits B, C, D, and E. These forms are inside the Bid request and are filled out separately using fillable forms.

Go to View vBid and on the left side and review "Bid Requirements".

Fillable-Attachment B-Terms & Signature Sheet.pdf

Fillable-Attachment C-References.pdf

Fillable-Attachment D-Interest Affidavit.pdf

Fillable-Attachment E-Proposal Affidavit.pdf

Notary Signatures will be digital using:

1. Notary's Full Name
2. Notary's Number
3. Notary's Commission Date

Notary Signatures with expired commission dates will not be accepted.

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT



City of Broken Arrow

Request for Action

File #: 25-899, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 06-16-2025

Title:

Approval of and authorization to renew bid 25.100 for gasoline and diesel to Offen Petroleum LLC

Background:

The City of Broken Arrow utilizes approximately 255,000 gallons of gasoline and 268,000 gallons of diesel annually to support City operations. In FY 2024, the total fuel cost was \$1,750,400. For FY 2025, projected fuel costs are estimated at approximately \$1,900,000. Fuel is typically purchased on a weekly basis and delivered via tanker to the City's designated fuel sites. In addition, diesel fuel is procured as needed for emergency generators across Broken Arrow.

The Purchasing Division monitors fuel levels and places orders once inventory reaches predetermined thresholds. Area fuel prices are tracked using OPIS (Oil Price Information Service), a widely accepted benchmark for fuel pricing. While the City cannot control fluctuations in fuel prices, the primary cost variables are delivery charges and supplier markups.

To manage fuel costs and simplify the procurement process, the City previously solicited annual bids based on the unit cost per gallon relative to the OPIS rack average. This approach allows for consistent markups and delivery fees, reducing the impact of market volatility.

Bids were originally advertised and opened on August 7, 2024, with six vendors responding. The City awarded the base fuel supply contract to Offen Petroleum as the most advantageous bidder.

As part of the renewal for FY 2025, the City of Broken Arrow recommends continuing the fuel supply contract with Offen Petroleum under the same pricing structure and delivery terms.

Fuel expenses are budgeted annually by each department.

Cost: Cost of fuel

Funding Source: Various department operational funds

Requested By: Ryan Baze, Maintenance Services Director

Approved By: City Manager Office

Attachments: 25.100 Gasoline Diesel Bid Tab, Offen Petroleum LLC Bid.

Recommendation:

Approval of and authorization to renew bid 25.100 for gasoline and diesel to Offen

Petroleum LLC

BID 25.100
Gasoline and Diesel Fuel
BID OPENING DATE 08/07/2024

Vendor		Fleet Fuels	Sunoco LLC	Petroleum traders	Mansfield Oil Company	Pinnacle Petroleum Inc	Offen Petroleum
Item No.	Item	Unit Cost/Gallon Above Opis Rack Average Posting	Unit Cost/Gallon Above Opis Rack Average Posting	Unit Cost/Gallon Above Opis Rack Average Posting	Unit Cost/Gallon Above Opis Rack Average Posting	Unit Cost/Gallon Above Opis Rack Average Posting	Unit Cost/Gallon Above Opis Rack Average Posting
	Unleaded Gasoline 87 Octane 255,000 gallons	\$0.1010	\$0.0050	\$0.0203	\$0.0493	\$0.0579	-\$0.0040
	Diesel Fuel #2 blended for climatic condions 268,000 gallons	\$0.1310	\$0.0050	\$0.0304	\$0.0476	\$0.0605	-\$0.0075
	Annual Cost	Annual Cost	Annual Cost	Annual Cost	Annual Cost	Annual Cost	Annual Cost
	Unleaded Gasoline	\$25,755.00	\$1,275.00	\$5,176.50	\$12,571.50	\$14,764.50	-\$1,020.00
	Diesel Fuel	\$35,108.00	\$1,340.00	\$8,147.20	\$12,756.80	\$16,214.00	-\$2,010.00
	Total Annual Cost	\$60,863.00	\$2,615.00	\$13,323.70	\$25,328.30	\$30,978.50	-\$3,030.00
Optional	Item						
	Portable Diesel Fuel Tank 2,000 Gallons	\$0.3100	\$6,000.00	NB	\$6,000.00	NB	NB
	Portable Unleaded Fuel Tank 2,000 Gallons	\$0.2800	\$6,000.00	NB	\$6,000.00	NB	NB
	Item						
Additional Info	Fuel Surcharge Pricing	Included in fuel price @ 10%		N/A	34%	Included in price	N/A
	Optional Services	N/A		N/A	Tank Monitoring, Fuel Testing, Fuel Treatment Additives, Tank Cleaning, Flead Card Program & Fixed Pricing	Can service all your fueling needs & lubricant needs	N/A
	Added Value / Discount	N/A		N/A	See Attached	Tank monitoring and customized reporting	N/A
	Comments	N/A	Bobtail Delivery Add 0.1700/gallon	N/A	N/A	N/A	Bobtail Delivery Add \$.27 for Unlead & \$.29 fot Diesel to each gallon

NOTES **Bid Request 25.100 was sent out to five (5) Vendors with six (6)
This bid tabulation is true and accurate to the best of my knowledge
Wednesday, August 28th, 2024

Ryan Baze
General Services Director

Attachment A

Gasoline and Diesel Fuel

PRICING SUMMARY

Note: Pricing is to be firm through June 30, 2025.

DELIVERY AND PRICING

1. **Delivery.** If your Bid is accepted and a contract is executed, state the amount of time you need to deliver the fuel ordered: 24 hours or sooner. 24 hours from order placement preferred.

You must be able to deliver the fuel as specified in your Bid. Failure to do so may result in City terminating your contract or cancelling the Purchase Order, as well as any other damages to which it may be entitled in law and in equity.

2. **Pricing.** You agree to sell the City the following fuel and delivery according to the fixed prices shown below. You must state the total cost necessary to provide all fuel and delivery, including all stop and freight charges, superfund charges and any other charges not specifically identified, shipping F.O.B. Broken Arrow, Oklahoma (prepaid freight), and excluding all federal excise and state sales taxes from which the City is exempt. All costs incidental to this commodity and service are to be included in your bid price.

Quantities listed are for evaluation purposes only. Quantity shown is the estimated fuel usage the City anticipates it will use for the contract period. There is no guaranteed quantity of purchase under this contract

Item	Description	Quantity	Unit cost/gallon above **OPIS rack average posting	Total annual cost
1	Unleaded Gasoline 87 Octane	255,000 gallons*	<u>-0.004</u>	<u>-1,020.00</u>
2	Diesel Fuel #2 blended for climatic conditions	268,000 gallons*	<u>-0.0075</u>	<u>-2,010.00</u>
Total Annual Cost				\$ <u>-3,030.00</u>

1.Optional.

Portable Diesel Fuel Tank	2,000 gallons*	\$ <u> </u>
Portable Unleaded Fuel Tank	2,000 gallons*	\$ <u> </u>

Attachment A (Continuation)

* Estimated annual usage for evaluation purposes

** OPIS is the Oil Price Information Service "Wholesale" is the current OPIS "Rack Average" Price for this market

Annual Price Adjustment: The prices bid for this contract shall not increase during the initial term of the contract. If you anticipate that you will not be able to maintain firm prices for any renewal period, a change in price is allowed, however, you must show your cost increase formula or percentage of increase you anticipate:

a) Show Annual Price Adjustment:

N/A - no adjustment

Note: Any price increase you indicate will be included in evaluation of your bid.

b) You must notify the City, in writing, no later than 30 days before the initial contract period ends, or any renewal period ends, of your intent to exercise the price change formula in your bid. Failure to notify the City may result in the City denying any price increases. In no event can the proposed price change exceed that possible under the choice in your bid.

Attachment A (Continuation)

1. List fuel surcharge pricing.

_____ \$ _____

2. List other optional services along with pricing.

_____ \$ _____

3. List any value-added services and / or volume discount information.

Comments/Notes: Bobtail delivery add \$0.27 for unlead gas and \$0.29 for diesel for each gallon.

Attachment B

Terms and Signature Sheet

Indicate length of time requires, in calendar days, for delivery/completion after notification of award (oral or written), as this may be a factor in making an award. anywhere from 5 to 10 Calendar days.

All prices shall be F.O.B. Destination: Location shown within bid documents under the heading GP-5 or as may be stated on the purchase order or verbal instructions given at time order is placed.

In compliance with this invitation for **Bid 25.100** and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of **only** the "**Statement of No Interest Sheet**" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

Complete Legal Name of Bidder:

Offen Petroleum LLC

Date: 8/16/24

Company Name

Address:

5100 E 78th Ave., Commerce City, CO., 80022

City

State

Zip

Signature:

Giuliana Kafaf

Official Title: Government Manager

Please print or type name clearly:

Giuliana Kafaf

Telephone Number: 720-545-2686

Ext: _____

Email Address: opgovbid@offenpetro.com & giuliana.kafaf@offenpetro.com

Federal Tax ID Number 84-1101310

THIS BID IS INVALID IF NOT SIGNED BY AUTHORIZED AGENT AND NOTARIZED

Attachment C

References

Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom you have provided these services within the last three (3) years.

(1) Customer Name: Moore Public Schools Telephone: 405-735-4080

Contact Name: Robert Benjamin Title: Purchasing Agent

Address: 404 N Chestnut Ave., Moore, OK., 73160-4833

Email Address: robertbenjamin@mooreschools.com

(2) Customer Name: Creek County Highway Dept Telephone: 918-227-4909

Contact Name: Jana Thomas Title: Purchasing Agent

Address: 10920 S Highway 99, Drumright, OK., 74030-6032

Email Address: jthomas@creekcountyonline.com

(3) Customer Name: Owasso Public School Telephone: 918-274-1904

Contact Name: Brian Hailey Title: Director of Transportation

Address: 1501 N Ash Street, Owasso, OK., 74055-4920

Email Address: brian.hailey@owassops.org

Attachment D

INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: New Jersey

COUNTY OF: Monroe

Giuliana Kafaf, Of lawful age,
being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the
attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow
either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or
such a percentage, which constitutes a controlling interest. Affiant further states that the
following officers and/or employees of the City of Broken Arrow have some direct or indirect
interest in the bidder's business:

YES

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship
existing on the date of this affidavit, or which previously existed within the past year. Such an
interest shall also be defined to include any business relationship between or among the proposed
parties to the contract project and also to include any business relationship between the officers
and directors of the proposed contracting parties of the project.

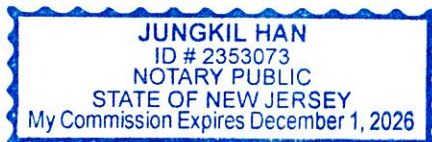
x Giuliana Kafaf

Subscribed and Sworn to before me this 17th day of August
20 24

My Commission Expires: 12/01/2026

[Signature]

Notary Public



Attachment E

PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: New Jersey

COUNTY OF: Morris

Giuliana Kafaf, of lawful age, being first duly sworn, on oath says: 1. (S)he is the duly authorized agent of Offen Petroleum LLC, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached; 2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and 3. neither the proposer nor anyone subject to the proposer's direction or control has been a party: a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b). to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

x Giuliana Kafaf

Subscribed and sworn to before me this 17th day of August
2024

My Commission Expires: 12/01/2026

[Signature]

Notary Public (or Clerk or Judge)



**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Offen Petroleum LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 5100 E 78th Ave	Requester's name and address (optional)
6 City, state, and ZIP code Commerce City, CO 80022		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
8	4	-	1	1	0	1	3	1 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 04/01/2024
------------------	--	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



City of Broken Arrow

Request for Action

File #: 25-866, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 06/16/2025**

Title:

Ratification of the Claims List Check Register Dated June 09, 2025

Background:

Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from May 30, 2025 through June 09, 2025 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 \$2,288,922.46 for the various funds.

Governmental Funds	\$1,359,663.39
BAMA	\$ 926,444.07
BAEDA	<u>\$ 2,815.00</u>
Total	\$2,288,922.46

A summary by funds and detail are attached.

Cost: \$926,444.07

Funding Source: BAMA Operational and Capital accounts

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated June 09, 2025

Recommendation:...**recommend**

Ratify Claims List Check Register dated 06/09/2025

City of Broken Arrow
Check Register by Fund



Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
FUND			DESCRIPTION		AMOUNT	INVOICE COUNT			
110			GENERAL		156,928.26	345			
220			BA MUNICIPAL AUTHORITY		926,444.07	463			
227			CVB-HOTEL MOTEL		125.62	2			
330			SALES TAX CAPITAL IMPROVEMENT		93,072.96	11			
342			STREET LIGHT FUND		458.51	5			
343			STREET SALES TAX FUND		51,809.03	20			
344			PS SALES TAX POLICE		109,831.54	160			
345			PS SALES TAX FIRE		25,581.91	79			
592			2014 BOND ISSUE		96,986.09	3			
593			2018 BOND ISSUE		683,073.08	9			
660			WORKERS COMPENSATIONS		12,196.61	4			
661			GROUP HEALTH AND LIFE		126,337.54	6			
882			AGENCY FUND DEPOSITS		3,262.24	14			
887			ECONOMIC DEVELOP AUTHORITY		2,815.00	1			
Total					2,288,922.46	1,122			

City of Broken Arrow
Check Register by Fund



Fund 220

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/04/2025	329408	9	A & N TRAILER PARTS INC	00367875	BLANKET PO - TRAILER PARTS	2205120 560200		2024/3	11.50
						Total For Check # 329408			11.50
06/04/2025	329421	999903	OTP - UB REFUNDS	104731		220 150807		2024/6	19.26
						Total For Check # 329421			19.26
06/04/2025	329422			00041000		220 225010		2021/6	16.75
						Total For Check # 329422			16.75
06/04/2025	329423			81280		220 150807		2023/11	256.03
						Total For Check # 329423			256.03
06/04/2025	329424			000241013-27630		220 225010		2022/5	22.96
						Total For Check # 329424			22.96
06/05/2025	329426	856	AMERICAN FIDELITY ASSURANCE CO.	161766	Payroll Run 1 - Warrant 250523	220 218420		2025/11	257.66
				161766	Payroll Run 1 - Warrant 250523	220 218430		2025/11	16.50
						Total For Check # 329426			274.16
06/05/2025	329427	4904	AMERITAS LIFE INSURANCE CORP.	161772	Payroll Run 1 - Warrant 250523	220 218240		2025/11	3,976.13
						Total For Check # 329427			3,976.13
06/05/2025	329428	4305	BRANDY PARKS	MLG 05192025	MILEAGE REIMB FOR APWA CONF 05/19/2025	2205401 550030		2025/12	179.90
						Total For Check # 329428			179.90
06/05/2025	329431	4633	COLONIAL LIFE & ACCIDENT INSURANCE COMPANY	161771	Payroll Run 1 - Warrant 250523	220 218590		2025/11	4,008.14
						Total For Check # 329431			4,008.14
06/05/2025	329432	1319	COMMUNITY CARE EAP	161768	Payroll Run 1 - Warrant 250523	220 218560		2025/11	239.20
						Total For Check # 329432			239.20

City of Broken Arrow
Check Register by Fund



Fund 220

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/05/2025	329438	4925	GRANT RISSLER	MLG 05112025	MILEAGE REMIBURSEMENT TYLER CONNECT	2205100 550030		2025/12	385.36
					Total For Check # 329438				385.36
06/05/2025	329444	4813	KURT STRETCH	T&A 05112025	REIMBURSEMENT FOR PARKING AT FINE AIRPORT TUL	2205100 550030		2025/12	47.79
					Total For Check # 329444				47.79
06/05/2025	329445	159	PRE-PAID LEGAL SERVICES, INC.	161765	Payroll Run 1 - Warrant 250523	220 218100		2025/11	738.00
					Total For Check # 329445				738.00
06/05/2025	329446	4315	LOU ANN FISHER	MLG 05192025	APWA OWEA CONF NORMAN OK	2205405 550030		2025/12	222.39
					Total For Check # 329446				222.39
06/05/2025	329447	4905	METROPOLITAN LIFE INSURANCE COMPANY	161773	Payroll Run 1 - Warrant 250523	220 218340		2025/11	3,902.04
				161773	Payroll Run 1 - Warrant 250523	220 218480		2025/11	5,270.28
				161773	Payroll Run 1 - Warrant 250523	220 218590		2025/11	1,305.24
					Total For Check # 329447				10,477.56
06/05/2025	329451	999903	OTP - UB REFUNDS	162621		220 150807		2025/12	86.12
					Total For Check # 329451				86.12
06/05/2025	329452			162622		220 150807		2025/12	11.24
					Total For Check # 329452				11.24
06/05/2025	329453			162627		220 150807		2025/12	13.76
					Total For Check # 329453				13.76
06/05/2025	329454			162626		220 150807		2025/12	44.79
					Total For Check # 329454				44.79
06/05/2025	329455			162623		220 150807		2025/12	107.30
					Total For Check # 329455				107.30

City of Broken Arrow
Check Register by Fund



Fund 220

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/05/2025	329456			162628		220 150807		2025/12	13.16
				162628		220 150807		2025/12	43.42
						Total For Check # 329456			56.58
06/05/2025	329457			162625		220 150807		2025/12	10.49
						Total For Check # 329457			10.49
06/05/2025	329458			162624		220 150807		2025/12	23.97
						Total For Check # 329458			23.97
06/05/2025	329459			162620		220 150807		2025/12	29.01
						Total For Check # 329459			29.01
06/05/2025	329460			162629		220 150807		2025/12	17.12
						Total For Check # 329460			17.12
06/05/2025	329461			162630		220 150807		2025/12	18.08
						Total For Check # 329461			18.08
06/05/2025	329462			162631		220 229050		2025/12	1,200.00
						Total For Check # 329462			1,200.00
06/05/2025	329463			162632		220 229050		2025/12	1,500.00
						Total For Check # 329463			1,500.00
06/05/2025	329464	5396 RUBY M DRAKE		WL23080	WL23080 24" WATERLINE 9TH STREET WACO	2205400 570150	WL23080	2025/12	20.00
						Total For Check # 329464			20.00
06/05/2025	329465	1987 SURENCY LIFE & HEALTH INS. CO.		161770	Payroll Run 1 - Warrant 250523	220 218460		2025/11	227.50
				161770	Payroll Run 1 - Warrant 250523	220 218460		2025/11	3.25
						Total For Check # 329465			230.75

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06/05/2025	329466	1739	WAGONER CO RRWD DISTRICT #4	3900501 06152025	3900501 06152025 8003 E PRINCETON	2205415 550230		2025/12	16.50
				3933701 06152025	3933701 06152025 3515 E DEARBORN	2205415 550230		2025/12	16.50
				1068701 06152025	1068701 06152025 6601 S 241ST	2205415 550230		2025/12	16.50
				3729401 06152025	3729401 06152025 4300 E GARY ST	2201700 550230		2025/12	252.48
				3729501 06152025	3729501 06152025 4300 E GARY ST B	2201700 550230		2025/12	21.00
				1367301 06152025	1367301 06152025 2750 N 37TH ST	2205415 550230		2025/12	20.55
					Total For Check # 329466				343.53
06/05/2025	329468	416	ACCURATE ENVIRONMENTAL LLC	HE14191	HE14191	2205404 560340		2025/12	1,115.00
				HD08151	HD08151	2205405 530340		2025/12	1,675.00
					Total For Check # 329468				2,790.00
06/05/2025	329470	822	ADDCO ELECTRIC INC.	26553	Install 3 circuits from the first-floor load cente	2205405 570150	2554400	2025/12	2,470.00
				26596	26596	2205405 540280		2025/12	167.00
					Total For Check # 329470				2,637.00
06/05/2025	329471	3695	ADS LLC	26239-0425	Flow Meters	2205415 560240		2025/12	33,410.00
					Total For Check # 329471				33,410.00
06/05/2025	329472	149	AMERICAN ELECTRIC POWER/PSO	847-581-0-4 05162025	957-847-581-0-4 MAY 16, 2025 8203 S ELM PL	2205406 550250		2025/12	23.27
				046-113-0-1 05162025	956-046-113-0-1 MAY 16, 2025 1688 W DETROIT ST	2205406 550250		2025/12	332.61
				104-129-0-7 05192025	959-104-129-0-7 MAY 19, 2025 3251 W HOUSTON PL	2205406 550250		2025/12	23.70
				873-526-0-6 05192025	959-873-526-0-6 MAY 19, 2025 1751 N WILLOW AVE	2205406 550250		2025/12	23.59
				001-501-0-6 051925	953-001-501-0-9 MAY 19, 2025 198 N YELLOWOOD AVE	2205406 550250		2025/12	23.37
				384-392-0-9 05192025	955-384-392-0-9 MAY 19, 2025 1503 1/2 S DESERT	2205406 550250		2025/12	23.37
				554-689-0-9 05192025	955-554-6889-0-9 MAY 19, 2025 2508 1/2	2205406 550250		2025/12	23.37

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					W TOLEDO CT				
				959-364-3-2 05202025	959-959-364-3-2 MAY 20, 2025 2300 S 1ST PL	2205401 550250		2025/12	774.62
				100-813-0-1 05222025	954-100-813-0-1 MAY 22 2025 3099 N ELM	2205400 550250		2025/12	70.17
				100-813-0-1 05222025	954-100-813-0-1 MAY 22 2025 701 W DEARBORN	2205400 550250		2025/12	41.25
				100-813-0-1 05222025	954-100-813-0-1 MAY 22 2025 4221 N ASPEN	2205400 550250		2025/12	298.10
				100-813-0-1 05222025	954-100-813-0-1 MAY 22 2025 3001 N ELM PL	2205400 550250		2025/12	1,482.97
				100-813-0-1 05222025	954-100-813-0-1 MAY 22 2025 1049 W OMAHA	2205400 550250		2025/12	52.10
				100-813-0-1 05222025	954-100-813-0-1 MAY 22 2025 3909 S HICKORY	2205400 550250		2025/12	57.43
				100-813-0-1 05222025	954-100-813-0-1 MAY 22 2025 945 W OMAHA	2205400 550250		2025/12	23.28
				122-107-0-3 05212025	951-122-107-0-3 MAY 21 2025 2313 1/2 W ATLANTA PL	2205400 550250		2025/12	23.50
				665-752-0-2 05212025	958-665-752-0-2 MAY 21 2025 9527 1/2 S GARNETT RD	2205406 550250		2025/12	21.79
				626-029-0-4 05222025	955-626-029-0-4 MAY 22, 2025 4091 W ROANOKE PL	2205406 550250		2025/12	23.50
				965-664-0-3 05232025	958-965-664-0-3 MAY 23, 2025 2791 W JASPER ST	2205406 550250		2025/12	26.10
				568-468-0-4 05232025	957-568-468-0-4 MAY 23, 2025 1330 E TUCSON ST	2205406 550250		2025/12	24.54
				701-710-0-4 05232025	950-701-710-0-4 MAY 23, 2025 11901 E 131ST S	2205406 550250		2025/12	21.16
				304-214-4-7 05232025	953-304-214-4-7 MAY 23, 2025 8800 S FAWNWOOD CT	2205406 550250		2025/12	23.27
				740-838-0-8 05232025	951-740-838-0-8 MAY 23, 2025 501 E JASPER ST	2205406 550250		2025/12	23.27
				967-889-0-7 05222025	959-967-889-0-7 MAY 22, 2025 1751 S WILLOW AVE	2205406 550250		2025/12	-0.01
				453-184-0-8 05232025	951-453-184-0-8 MAY 23, 2025 1691 W TUCSON PL	2205406 550250		2025/12	23.27

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						Total For Check # 329472			3,483.59
06/05/2025	329473	4918	AIRGAS, INC	5517113282	BLANKET PO WELDING MATERIAL	2205130 560230		2025/12	1,941.12
				5517113279	BLANKET PO WELDING MATERIAL	2205415 540320		2025/12	97.88
						Total For Check # 329473			2,039.00
06/05/2025	329474	1670	ALAN PLUMMER ASSOCIATES INC	60284	Oak Crest Sanitary Sewer S.23070	2205415 570160	S.23070	2025/12	7,250.00
						Total For Check # 329474			7,250.00
06/05/2025	329475	1241	ALL MAINTENANCE SUPPLY INC	00142364-02	BLDG MAINTENANCE-RICHARD	2205115 560180		2025/12	231.66
						Total For Check # 329475			231.66
06/05/2025	329476	4935	AMAZON.COM SALES INC	19NP-TJXG-9FNJ	ITEM: Dry Erase Markers Bulk, Pack of 72 with 12	2201700 560030		2025/12	25.89
				1MT6-6GT1-THJJ	OFFICE SUPPLIES	2205400 560030		2025/12	329.94
				1QCT-RPFM-N1YD	GLOVES - DAVID HANDY	2205410 560100		2025/12	255.93
				1HGQ-4MCG-6FTD	COMPUTER ACCESSORIES AND SUPPLIES	2205130 560240		2025/12	129.95
						Total For Check # 329476			741.71
06/05/2025	329480	4929	ANALYTICAL ENVIRONMENTAL LABORATORY LLC	104708	104708	2205405 530340		2025/12	1,080.00
						Total For Check # 329480			1,080.00
06/05/2025	329481	11	ANCHOR STONE CO	251218409	BACKUP BID BLANKET PO FOR AGGREGATE	2205400 560270		2025/12	221.72
				251218409	BACKUP BID BLANKET PO FOR AGGREGATE	2205400 570150	2254400	2025/12	500.14
				251080509	BACKUP BID BLANKET PO FOR AGGREGATE	2205400 570150	2254400	2025/12	221.99
						Total For Check # 329481			943.85

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06/05/2025	329482	4846	APAC-CENTRAL, INC.	7002253283	BLANKET PO FOR AGGREGATE	2205400 560270		2025/12	1,492.27
Total For Check # 329482									1,492.27
06/05/2025	329484	945	AYS LLC	294665	PORTAVLE RESTROOM FOR JOBSITE	2205403 540280		2025/12	108.00
Total For Check # 329484									108.00
06/05/2025	329485	885	ATWOOD DISTRIBUTING LP	3523	BLANKET PO SAFETY SHOES & MISC ITEMS	2205403 560270		2025/12	29.93
				3522	BLANKET PO SAFETY SHOES & MISC ITEMS	2205403 560230		2025/12	95.92
				3520	BLANKET PO SAFETY SHOES & MISC ITEMS	2205305 560230		2025/12	67.97
				3518	BLANKET PO SAFETY SHOES & MISC ITEMS	2205415 560230		2025/12	139.98
				3516	BLANKET PO SAFETY SHOES & MISC ITEMS	2205200 560230		2025/12	17.98
Total For Check # 329485									351.78
06/05/2025	329488	1204	BISHOP LIFTING PRODUCTS INC	PSI00371342	PW STOCK	220 141000		2025/12	2,086.05
Total For Check # 329488									2,086.05
06/05/2025	329489	3	BRENNTAG SOUTHWEST INC	BSW625141	BLANKET PO - CHLORINE	2205410 560340		2025/12	4,723.20
Total For Check # 329489									4,723.20
06/05/2025	329491	2315	WHITE CAP, LP	50030790109	PW STOCK	220 141000		2025/12	2,380.00
				50031531188	PW Stock	220 141000		2025/12	2,590.00
Total For Check # 329491									4,970.00
06/05/2025	329493	2083	CHEMTRADE CHEMICALS US LLC	90241493	BLANKET PO FOR LIQUID AMMONIUM SULFATE	2205405 560340		2025/12	17,479.44
				90245118	BLANKET PO FOR LIQUID AMMONIUM SULFATE	2205405 560340		2025/12	17,883.36
Total For Check # 329493									35,362.80

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06/05/2025	329495	37	CINTAS CORPORATION	5272680905	BLANKET PO FOR MEDICAL SUPPLIES	2205115 560230		2025/12	70.12
				9323381246	BLANKET PO FOR MEDICAL SUPPLIES	2205405 540280		2025/12	292.63
Total For Check # 329495									362.75
06/05/2025	329496	996	CITY OF BROKEN ARROW	161497	Payroll Run 1 - Warrant 250509	220 218180		2025/11	648.74
				161497	Payroll Run 1 - Warrant 250509	220 218360		2025/11	4,341.34
				161767	Payroll Run 1 - Warrant 250523	220 218180		2025/11	648.74
				161767	Payroll Run 1 - Warrant 250523	220 218360		2025/11	4,341.34
Total For Check # 329496									9,980.16
06/05/2025	329498	1391	CLEAN THE UNIFORM CO OKLAHOMA	52132746	52132746 04/30/2025	2205130 540310		2025/12	6.60
				52132746	52132746 04/30/2025	2205400 540310		2025/12	107.78
				52132746	52132746 04/30/2025	2205415 540310		2025/12	75.37
				52132746	52132746 04/30/2025	2205406 540310		2025/12	43.12
				52132746	52132746 04/30/2025	2205403 540310		2025/12	60.13
				52132746	52132746 04/30/2025	2205115 540310		2025/12	28.43
				52132746	52132746 04/30/2025	2205010 540310		2025/12	223.27
				52132746	52132746 04/30/2025	2201700 540330		2025/12	3.90
				52132746	52132746 04/30/2025	2205120 540330		2025/12	25.00
				52132746	52132746 04/30/2025	2205400 540330		2025/12	9.48
				52132746	52132746 04/30/2025	2205120 540330		2025/12	83.46
				52133537	52133537 05/07/2025	2205130 540310		2025/12	6.60
				52133537	52133537 05/07/2025	2205120 540310		2025/12	83.46
				52133537	52133537 05/07/2025	2205400 540310		2025/12	107.78
				52133537	52133537 05/07/2025	2205415 540310		2025/12	75.37
				52133537	52133537 05/07/2025	2205406 540310		2025/12	43.12
				52133537	52133537 05/07/2025	2205403 540310		2025/12	60.13
				52133537	52133537 05/07/2025	2205115 540310		2025/12	33.60

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				52133537	52133537 05/07/2025	2205010 540310		2025/12	223.27
				52133537	52133537 05/07/2025	2201700 540330		2025/12	3.90
				52133537	52133537 05/07/2025	2205120 540330		2025/12	25.00
				52133537	52133537 05/07/2025	2205400 540330		2025/12	9.48
				52135122	UNIFORMS AND OTHER RENTALS	2205405 540310		2025/12	57.49
				52135122	UNIFORMS AND OTHER RENTALS	2205405 540330		2025/12	7.50
					Total For Check #	329498			1,403.24
06/05/2025	329499	4393 CLOUDPOINT GEOSPATIAL INC		INV-05590	Monthly Managed Services	2201205 530870		2025/12	7,250.00
					Total For Check #	329499			7,250.00
06/05/2025	329501	1270 CORE & MAIN		CNV1000003835	PW STOCK	220 141000		2025/12	73.00
				CNV1000003967	hydrant extension	220 141000		2025/12	2,250.00
				CNV1000004241	PW STOCK ORDER- SEALANT CAUTION TAPE	220 141000		2025/12	85.00
				CNV1000004246	pw stock order	220 141000		2025/12	1,485.00
				CNV1000004337	PW STOCK ORDER	220 141000		2025/12	2,061.00
					Total For Check #	329501			5,954.00
06/05/2025	329502	882 COX COMMUNICATIONS		066381301 04292025	001 6311 066381301 APRIL 29 2025 485 N POPLAR AVE	2205100 550540		2025/12	48.02
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	2205410 550220		2025/12	174.62
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	2205100 550220		2025/12	512.19
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	2205410 550540		2025/12	98.99
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	2205100 550540		2025/12	255.93
					Total For Check #	329502			1,089.75
06/05/2025	329503	182 CRAWFORD & ASSOCIATES, P.C.		33937	33937 MAY 15, 2025	2201503 530870		2025/12	43.75

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Total For Check # 329503									43.75
06/05/2025	329504	1579 CRIMSON STEEL SUPPLY LLC		IN-G725926	LANDMARK STRUCTURES PA 3 165424 04/30/2025	2205400 570150	165424	2025/12	19,720.25
				IN-G725949	LANDMARK STRUCTURES PA 3 165424 04/30/2025	2205400 570150	165424	2025/12	15,473.15
Total For Check # 329504									35,193.40
06/05/2025	329508	3418 DYKMAN ELECTRICAL INC		0723651-IN	ELECTRICAL EQUIPMENT AND SUPPLIES, EXCEPT CABLE AN	2205410 560450		2025/12	1,307.00
Total For Check # 329508									1,307.00
06/05/2025	329509	1223 EASTON SOD FARMS INC		0276211	BLANKET PO FOR FESCUE SOD	2205400 560230		2025/12	8.00
Total For Check # 329509									8.00
06/05/2025	329510	2107 EMPIRE PRINTING		59733G	Karen Uniform	2205205 560100		2025/12	91.49
				59733E	Jordan's Uniforms	2205205 560100		2025/12	119.99
				59733F	Addison's Uniforms	2205205 560100		2025/12	76.50
				59733D	Amy's Uniforms	2205205 560100		2025/12	46.27
				59733B	Amandas Uniforms	2205205 560100		2025/12	98.25
				59733A	Emily's Uniforms	2205205 560100		2025/12	86.08
				58671	hats for Derrial	2205406 560100		2025/12	271.80
				59457B	NKDC2108 Anthracite Nike Dri-FIT Vapor Polo 2XI	2205415 560100		2025/12	46.74
				59457A	NKDC2108 Anthracite Nike Dri-FIT Vapor Polo 2XI	2205415 560100		2025/12	470.60
Total For Check # 329510									1,307.72
06/05/2025	329513	5370 MCPHERRIN ENTERPRISES CO		6-202374	Banners for Rooster Days Float	2201700 560240		2025/12	3,094.79
				6-202453	Banners for Rooster Days Float	2201700 560240		2025/12	133.10
Total For Check # 329513									3,227.89

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06/05/2025	329516	5004	FW FLEET CLEAN, LLC	FC3093082	BLANKET PO FOR TRUCK WASHING	2205010 540200		2025/12	805.00
					Total For Check #	329516			805.00
06/05/2025	329517	900	FORTILINE INC	6923784	PW INVENTORY (CITY COUNCIL APPROVED)	220 141000		2025/12	28,909.97
				6931548	PW INVENTORY (CITY COUNCIL APPROVED)	220 141000		2025/12	12,741.50
				6930240	20ft 8" N12 ASTM F2648 PIPE IB/WT NON-DOT	2205405 560230		2025/12	132.00
					Total For Check #	329517			41,783.47
06/05/2025	329519	674	GARVER ENGINEERS	2402096-4	Battle Creek Tank Replacement 2554680	2205400 570160	2554680	2025/12	15,888.20
				2401110-4	2554620 Water Master Plan	2205400 570160	2554620	2025/12	57,174.60
					Total For Check #	329519			73,062.80
06/05/2025	329521	4963	GLASS WORKS INC.	41788	BLANKET PO FOR GLASS REPAIR	2205120 540200		2025/12	279.00
					Total For Check #	329521			279.00
06/05/2025	329522	76	GRAINGER	9520314601	49VX16 Steel Stamps Set,2-3/8" Shank L,Steel Manu	2205405 560240		2025/12	104.61
					Total For Check #	329522			104.61
06/05/2025	329523	4342	GRAND TRUCK EQUIPMENT CO LLC	250208	Unit # 2508	2205305 540200		2025/12	420.00
					Total For Check #	329523			420.00
06/05/2025	329524	69	GRAPHIC RESOURCES & PRODUCTION	423021	423021	2205210 560030		2025/12	881.52
					Total For Check #	329524			881.52
06/05/2025	329525	79	GREEN ACRE SOD FARMS	9652	BLANKET PO FOR BERMUDA SOD	2205400 570150	2254400	2025/12	190.00
				9651	BLANKET PO FOR BERMUDA SOD	2205400 560230		2025/12	285.00

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				9648	BL;ANKET PO FOR BERMUDA SOD	2205400 560800		2025/12	190.00
				9650	BL;ANKET PO FOR BERMUDA SOD	2205400 570150	2254400	2025/12	190.00
				9649	BL;ANKET PO FOR BERMUDA SOD	2205400 570150	2254400	2025/12	190.00
				9074	BL;ANKET PO FOR BERMUDA SOD	2205400 560230		2025/12	28.50
				9653	BL;ANKET PO FOR BERMUDA SOD	2205305 560230		2025/12	11.40
					Total For Check #	329525			1,084.90
06/05/2025	329527	106 HACH COMPANY		14509513	BLANKET PO CHEM/LAB SUPPLIES	2205404 560340		2025/12	300.72
					Total For Check #	329527			300.72
06/05/2025	329529	1144 HDR, INC		1200721685	2554690 Waste Water Master Plan Update	2205415 570160	2554690	2025/12	117,486.42
				1200723288	BLANKET PO FOR ON CALL SERVICES	2205405 530870		2025/12	1,632.62
					Total For Check #	329529			119,119.04
06/05/2025	329531	725 HOLLOWAY, UPDIKE AND BELLEN INC		PA 13 2154330	HUB Agreement for Adams Creek Lift Station	2205410 570160	2154330	2025/12	2,000.00
					Total For Check #	329531			2,000.00
06/05/2025	329532	2337 ICM OF AMERICA INC		073916	PW STOCK	220 141000		2025/12	525.00
					Total For Check #	329532			525.00
06/05/2025	329533	116 INDUSTRIAL SPLICING & SLING LLC		1005441	605-1158 5/5" DROP FORGED WIRE ROPE	2205410 560230		2025/12	13.20
					Total For Check #	329533			13.20
06/05/2025	329534	3016 INSIGHT PUBLIC SECTOR INC		1101276461	Cradelpoint NetCloud Essentials 1yr Subscription	2205405 540550		2025/12	384.44
				1101276461	Cradelpoint NetCloud Essentials 1yr	2205415 540550		2025/12	192.22

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					Subscription				
						Total For Check # 329534			576.66
06/05/2025	329535	914 INTERSTATE ALL BATTERY CENTER		1925701032513	PW STOCK	220 141000		2025/12	1,459.80
						Total For Check # 329535			1,459.80
06/05/2025	329537	3537 J & J BOWERS LAWN CARE		052625	MOWING 05/19/2025	2205305 540280		2025/12	7,335.00
				060125	060125	2205305 540280		2025/12	7,163.00
						Total For Check # 329537			14,498.00
06/05/2025	329538	120 J & R EQUIPMENT LLC		01P22476	STSTD-24STT SET OF 3ea. 6' MALE X FEMALE POLES & 1	2205415 560240		2025/12	833.83
						Total For Check # 329538			833.83
06/05/2025	329540	733 KEY EQUIPMENT & SUPPLY CO.		KC217194	NFL-834 FOOTBALL SKID 3/4" - 8" PIPE	2205415 560240		2025/12	262.82
						Total For Check # 329540			262.82
06/05/2025	329541	2004 KIMLEY-HORN & ASSOCIATES INC.		061292300-0425	091537	2205400 570160	165424	2025/12	10,420.00
						Total For Check # 329541			10,420.00
06/05/2025	329542	124 KIMS INTERNATIONAL		0151246-IN	BLANKET PO FOR MISC. FITTINGS	2205415 540290		2025/12	43.40
						Total For Check # 329542			43.40
06/05/2025	329545	5209 LANDMARK STRUCTURES I, LP		PA 3 165424	Prj 165424 - Elevated Storage Tank	2205400 570150	165424	2025/12	128,353.32
						Total For Check # 329545			128,353.32
06/05/2025	329548	131 LOCKE SUPPLY COMPANY		55561494-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	2205405 560180		2025/12	22.50
				55559018-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	2205010 560230		2025/12	9.50
						Total For Check # 329548			32.00

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06/05/2025	329555	25	NAPA AUTO PARTS	016110	789DEF	2205010 560210		2025/12	1,066.56
				016111	7502	2205200 560200		2025/12	4.15
				016111	9883	2205200 560200		2025/12	12.45
				016111	502	2205200 560200		2025/12	43.34
				016111	5W20BULK	2205200 560210		2025/12	23.66
				016113	HT15	2205305 560200		2025/12	108.60
				016113	IC558	2205305 560200		2025/12	273.30
				016118	1372	2205120 560200		2025/12	4.15
				016118	9883	2205120 560200		2025/12	12.45
				016118	8465AAA	2205120 560200		2025/12	129.51
				016118	8465AAA	2205120 560200		2025/12	18.00
				016118	8465AAA	2205120 560200		2025/12	-18.00
				016118	5W30BULK	2205120 560210		2025/12	26.67
				016118	RTU1EXT	2205120 560210		2025/12	8.61
				016120	ZX3030	2205120 560240		2025/12	260.00
				016127	S366BDM	2205010 560190		2025/12	498.83
				016129	F003159	2205010 560190		2025/12	576.27
				016130	F244465FLATFACE	2205010 560190		2025/12	1,272.02
				016138	5698456	2205010 560200		2025/12	87.70
				016138	5698454	2205010 560200		2025/12	35.49
				016148	TOOLBASKET120	2205403 560200		2025/12	1,844.44
				016149	RKIWG54	2205403 560200		2025/12	873.33
				016149		2205403 560200		2025/12	149.84
				016158	HOR99A8652X	2205010 560200		2025/12	2,105.64
				016158	HOR99A8652X	2205010 560200		2025/12	532.00
				016163	366RM3280	2205010 560190		2025/12	431.52
				016165	388BDM	2205010 560190		2025/12	608.26
				016174	TOOLCAGE100	2205400 560200		2025/12	1,488.89

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				016174		2205400 560200		2025/12	105.60
				016175	7151241	2205120 560230		2025/12	18.09
				016175	G4700	2205120 560230		2025/12	63.33
				016176	TOOLCAGE100	2205400 560200		2025/12	1,488.89
				016176		2205400 560200		2025/12	105.60
				016061	9894R	2205400 560200		2025/12	195.24
				016061	9894R	2205400 560200		2025/12	18.00
				016062	9894R	2205400 560200		2025/12	195.24
				016062	9894R	2205400 560200		2025/12	18.00
				016074	5416956	2205403 560200		2025/12	51.40
				016074	3097	2205403 560200		2025/12	7.27
				016074	5189395	2205403 560200		2025/12	89.82
				016074	7730	2205403 560200		2025/12	5.81
				016074	3450	2205403 560200		2025/12	20.04
				016074	5263122	2205403 560200		2025/12	36.21
				016074	15W40BULK	2205403 560210		2025/12	43.08
				016075	5199926	2205403 560200		2025/12	114.62
				016075	85W140BULK	2205403 560210		2025/12	5.63
				016088	388BDM	2205305 560190		2025/12	304.13
				016090	388BDM	2205305 560190		2025/12	912.39
				016095	46AW2BULK	2205010 560210		2025/12	110.76
				016193	8197025	2205120 560230		2025/12	39.79
				016193	8237010	2205120 560230		2025/12	97.46
				016195	3190XD	2205400 560200		2025/12	-88.00
				016197	6737326	2205305 560200		2025/12	20.36
				016197	6737325	2205305 560200		2025/12	62.12
				016199	F244465FLATFACE	2205010 560190		2025/12	1,272.02
				016200	F003159	2205410 560190		2025/12	576.27

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				016201	F003159	2205010 560190		2025/12	1,152.54
				016202	F5064681295	2205010 560200		2025/12	427.28
				016203	0432032320	2205305 560200		2025/12	241.66
				016203	0432033380	2205305 560200		2025/12	258.32
				016203		2205305 560200		2025/12	50.00
				016204	388BDM	2205410 560190		2025/12	608.26
				016207	1365	2205410 560200		2025/12	4.15
				016207	K721182130	2205410 560200		2025/12	66.24
				016207	3922	2205410 560200		2025/12	3.39
				016207	75500	2205410 560210		2025/12	9.82
				016208	5325	2205120 560200		2025/12	29.76
				016208	IC369	2205120 560200		2025/12	152.16
				016215	9276	2205410 560200		2025/12	27.11
				016215	9275	2205410 560200		2025/12	40.93
				016215	5096729	2205410 560200		2025/12	0.01
				016215	47660538	2205410 560200		2025/12	96.60
				016215	47660541	2205410 560200		2025/12	96.60
				016215	47808599	2205410 560200		2025/12	67.42
				016215	84534796	2205410 560200		2025/12	78.87
				016215	122494	2205410 560210		2025/12	10.74
				016215	122492	2205410 560210		2025/12	40.88
				016216	9968	2205410 560200		2025/12	31.27
				016216	9978	2205410 560200		2025/12	22.18
				016216	1064	2205410 560200		2025/12	6.36
				016216	3972	2205410 560200		2025/12	7.11
				016216	K327224210	2205410 560200		2025/12	20.90
				016216	122494	2205410 560210		2025/12	21.48
				016217	400061	2205410 560200		2025/12	14.30

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				016217	3608960	2205410 560200		2025/12	29.81
				016217	3113901	2205410 560200		2025/12	45.88
				016217	500014	2205410 560210		2025/12	62.58
				016217	3466688	2205410 560210		2025/12	44.21
				016217	122494	2205410 560210		2025/12	21.48
				016217	122492	2205410 560210		2025/12	20.44
				016217	4178134	2205410 560210		2025/12	57.56
				16229	F244465FLATFA	2205010 560190		2025/12	1,272.02
				16230	F003159	2205010 560190		2025/12	1,152.54
				16242	HOR99A8652X	2205010 560200		2025/12	-532.00
				16248	8494RAAA	2205200 560200		2025/12	129.51
				16248	8494RAAA	2205200 560200		2025/12	18.00
				16250	9832	2205010 560210		2025/12	50.82
				16250	HDRTU1GAL	2205010 560210		2025/12	51.48
				16251	6000	2205120 560230		2025/12	93.99
				16251		2205120 560230		2025/12	39.99
				16255	DG29508PP	2205010 560200		2025/12	366.22
				16259	6612076B	2205403 560200		2025/12	564.42
				16259	2A56213261	2205403 560200		2025/12	-990.39
				016349	F244465	2205010 560190		2025/12	1,257.64
				016351	76800	2205010 560200		2025/12	122.09
				016353	5473184RX	2205010 560200		2025/12	-332.50
				016355	45537	2205415 560200		2025/12	92.96
				016358	3807AX	2205010 560200		2025/12	558.20
				016364	497878	2205305 560200		2025/12	103.89
				016374	LUGLOCK	2205010 560190		2025/12	26.70
				016374	F244465FLATFACE	2205010 560190		2025/12	1,316.86
				016379	500500	2205010 560200		2025/12	4,333.33

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				016380	5550091	2205010 560200		2025/12	278.70
						Total For Check # 329555			32,209.62
06/05/2025	329556			016099	0428829000	2205305 560200		2025/12	27.30
				016099	0428829001	2205305 560200		2025/12	9.21
				016108	9409038	2205400 560200		2025/12	49.99
				016114	6703	2205415 560200		2025/12	2.60
				016114	11411201600	2205415 560200		2025/12	20.08
				016134	1372	2205305 560200		2025/12	4.15
				016134	4043	2205305 560200		2025/12	5.68
				016134	3243	2205305 560200		2025/12	8.31
				016134	9883	2205305 560200		2025/12	12.45
				016134	5W20BULK	2205305 560210		2025/12	23.66
				016140	124315	2205305 560210		2025/12	14.28
				016146	9080XL	2205010 560230		2025/12	15.56
				016151	600564	2205010 560200		2025/12	31.00
				016151	3788	2205010 560200		2025/12	28.60
				016157	DEG002	2205305 560210		2025/12	39.86
				016162	46AW2BULK	2205010 560200		2025/12	17.04
				016177	46AWBULK	2205010 560210		2025/12	53.20
				016178	496913	2205010 560200		2025/12	16.33
				016070	35012	2205400 560210		2025/12	13.05
				016071	9894R	2205400 560200		2025/12	-18.00
				016071	9894R	2205400 560200		2025/12	-18.00
				016079	0428829001	2205305 560200		2025/12	36.40
				016085	789DEF	2205400 560210		2025/12	11.11
				016091	06133	2205305 560230		2025/12	13.24
				016092	AHDWMPHDC1	2205400 560230		2025/12	7.40
				016092	19403	2205400 560230		2025/12	6.26

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				016094	RTU1GAL	2205400 560210		2025/12	17.22
				016180	102989	2205415 560210		2025/12	14.98
				016181	789DEF	2205415 560210		2025/12	11.11
				016185	F12	2205305 560200		2025/12	0.70
				016185	3522060	2205305 560200		2025/12	41.57
				016185	WBH12	2205305 560200		2025/12	20.44
				016185		2205305 560200		2025/12	12.93
				016187	FR11110	2205010 560200		2025/12	15.23
				016190	GR14CHTR	2205305 560210		2025/12	50.80
				016194	7709231	2205305 560230		2025/12	19.96
				016218	400181	2205410 560200		2025/12	18.18
				016218	230004	2205410 560200		2025/12	20.47
				016219	2985	2205410 560200		2025/12	14.58
				016219	6438	2205410 560200		2025/12	16.57
				016219	7000	2205410 560200		2025/12	18.53
				016219	3011	2205410 560200		2025/12	2.07
				016219	122492	2205410 560210		2025/12	20.44
				016220	1334MP	2205410 560200		2025/12	3.94
				016220	6489	2205410 560200		2025/12	23.91
				016220	75501	2205410 560210		2025/12	24.01
				016222	BKMAT1415UL	2205120 560230		2025/12	13.87
				16224	6737325	2205305 560200		2025/12	15.53
				16224	6737326	2205305 560200		2025/12	5.09
				16225	HDRTU1GAL	2205010 560210		2025/12	34.32
				16231	702277	2205305 560210		2025/12	12.23
				16232	702277	2205305 560210		2025/12	12.23
				16233	702277	2205305 560210		2025/12	12.23
				16239	9080XL	2205120 560230		2025/12	15.56

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				16241	9080XL	2205120 560230		2025/12	15.56
				16243	1372	2205400 560200		2025/12	4.15
				16243	9883	2205400 560200		2025/12	12.45
				16243	20811	2205400 560210		2025/12	23.61
				16243	115	2205400 560210		2025/12	14.44
				16243	5W20BULK	2205400 560210		2025/12	20.28
				16254	5432	2205120 560230		2025/12	29.84
				016352	230004	2205410 560200		2025/12	-20.47
				016354	HDRTU1GAL	2205010 560210		2025/12	51.48
				016376	0471701610	2205410 560200		2025/12	3.86
				016376	K7111160	2205410 560200		2025/12	21.86
				016377	85805	2205305 560210		2025/12	47.77
						Total For Check # 329556			1,144.29
06/05/2025	329557			016098	DWHTTA7085	2205120 560230		2025/12	7.81
				016115	7421	2205415 560200		2025/12	2.49
				016116	2413	2205400 560230		2025/12	5.56
				016137	5051212	2205415 560200		2025/12	1.06
				016145	MINUS20	2205400 560210		2025/12	2.72
				016161	HDRTU1GAL	2205305 560210		2025/12	8.58
				016164	2413	2205010 560230		2025/12	5.56
				016169	620400	2205010 560200		2025/12	5.53
				016073	46181500	2205120 560230		2025/12	8.11
				016078	06133	2205403 560230		2025/12	6.62
				016184	2413	2205010 560230		2025/12	5.56
				016188	9003N	2205010 560200		2025/12	7.99
				16237	25676	2205120 560230		2025/12	4.40
				16238	LUGLOCK	2205010 560190		2025/12	10.68
				16258	2413	2205305 560230		2025/12	5.56

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				016350	89825	2205010 560230		2025/12	4.06
				016357	HDRTU1GAL	2205403 560210		2025/12	8.58
				016370	7251661	2205305 560200		2025/12	4.96
				016370	903PAB2	2205305 560200		2025/12	1.18
				016371	22475	2205010 560230		2025/12	4.50
					Total For Check #	329557			111.51
06/05/2025	329560	4349 OKIE PACKAGING & INDUSTRIAL SUPPLIES		318739	PW STOCK	220 141000		2025/12	735.75
				318726	PW STOCK	220 141000		2025/12	301.76
				318726BO	PW STOCK	220 141000		2025/12	452.64
					Total For Check #	329560			1,490.15
06/05/2025	329561	98 OKLAHOMA NATURAL GAS CO		267118718 05212025	213920474 2671187 18 MAY 21, 2025 1688 W DETROIT	2205120 550240		2025/12	173.71
				267746591 05272025	1424 N 70TH ST 210104103 2654514 27	2205415 550240		2025/12	178.78
				267746591 05272025	8003 E PRINCETON ST 21014103 2656071 36	2205415 550240		2025/12	173.54
				267746591 05272025	5400 S 193RD E AVE 210121530 1115326 18	2205415 550240		2025/12	30.64
				267746591 05272025	1703 W MIAMI ST 210121530 2538679 27	2205415 550240		2025/12	33.08
				267746591 05272025	2950 N 37TH ST 210121530 2540632 82	2205415 550240		2025/12	38.74
				267746591 05272025	6601 S 241ST E AVE GEN 211155662 1838251 91	2205415 550240		2025/12	31.98
				267746591 05272025	6554 S 232ND E AVE TIMBER 211155662 2537463 64	2205415 550240		2025/12	48.68
				267746591 05272025	8366 WRIGHT AVE 211155662 2537465 09	2205415 550240		2025/12	47.95
				267746591 05272025	6701 E KENOSHA ST 211155662 2537468 73	2205415 550240		2025/12	47.95
					Total For Check #	329561			805.05
06/05/2025	329565	1810 PRO SPRINKLER		100032034A	REPAIR AT 8417 WILLOW SPRINGS CT	2205415 540280		2025/12	600.00

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						Total For Check # 329565			600.00
06/05/2025	329566	4298	PRO-LINE FENCE & GATE LLC	279	Demo out 28 feet of damaged fence and disposal Sup	2205415 540280		2025/12	1,185.00
						Total For Check # 329566			1,185.00
06/05/2025	329567	5333	PRODIGY LAWN & LANDSCAPE INC	3917	MOWING 05/19/2025	2205305 540280		2025/12	4,997.00
				3923	3923	2205305 540280		2025/12	4,997.00
						Total For Check # 329567			9,994.00
06/05/2025	329569	844	RAM PRODUCTS INC	160285118	FLEET SHOP SUPPLIES	2205120 560230		2025/12	704.63
						Total For Check # 329569			704.63
06/05/2025	329570	596	REGIONAL METROPOLITAN UTILITY AUTH	442641	HAIKEY CREEL WWTP O & M MARCH 2025	2205410 540450		2025/12	138,032.11
				442641	HAIKEY CREEL WWTP O & M MARCH 2025	2205410 570170	2354170	2025/12	706.88
				442641	HAIKEY CREEL WWTP O & M MARCH 2025	2205410 570170	2354170	2025/12	15,755.28
						Total For Check # 329570			154,494.27
06/05/2025	329571	4816	RIVER CITY HYDRAULICS INC	56435	Unit # 2566	2205010 540200		2025/12	182.25
						Total For Check # 329571			182.25
06/05/2025	329572	84	SAF T GLOVE INC	1036352-00	pw stock - boots	220 141000		2025/12	66.99
				1036249-01	pw stock - boots	220 141000		2025/12	131.44
				1036249-00	pw stock - boots	220 141000		2025/12	509.61
						Total For Check # 329572			708.04
06/05/2025	329576	335	SERVICE OKLAHOMA	L0905878616	TAG AND TITLE SERVICES FOR MULTIPLE UNITS	2205010 560230		2025/12	274.50
				L0905878616	TAG AND TITLE SERVICES FOR MULTIPLE UNITS	2205305 560230		2025/12	91.50
				L0403411544	TAG AND TITLE SERVICES FOR UNITS	2205010 560230		2025/12	15.50

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						Total For Check # 329576			381.50
06/05/2025	329578	81	SHERWIN WILLIAMS CO	18567163730525	BLANKET PO FOR PAINT SUPPLIES	2205100 560180		2025/12	25.95
						Total For Check # 329578			25.95
06/05/2025	329580	1586	SIGN SOLUTIONS	5546	5546	2205010 540200		2025/12	1,020.00
						Total For Check # 329580			1,020.00
06/05/2025	329581	2144	SITE ONE LANDSCAPE SUPPLY LLC	153775458-001	BLANKET PO FOR IRRIGATION SUPPLIES	2205400 570150	2254400	2025/12	30.03
				153656698-001	PW STOCK ORDER	220 141000		2025/12	8,487.05
						Total For Check # 329581			8,517.08
06/05/2025	329584	234	STOREY TOWING LLC	58391	58391	2205010 540200		2025/12	342.00
				58400	58400	2205010 540200		2025/12	342.00
				58378	58378	2205010 540200		2025/12	342.00
				58367	58367	2205305 540200		2025/12	171.00
						Total For Check # 329584			1,197.00
06/05/2025	329587	4478	TRANSCO SUPPLY COMPANY INC	1061701	PW STOCK	220 141000		2025/12	173.76
						Total For Check # 329587			173.76
06/05/2025	329588			1061644	HARD HATS- REQUEST BY TIM ROBINS (NEW STOCK ITEM)	220 141000		2025/12	5,666.00
						Total For Check # 329588			5,666.00
06/05/2025	329590	4597	TULSA TOPSOIL INC	25088	BLANKET PO FOR TOP SOIL	2205400 560230		2025/12	360.00
						Total For Check # 329590			360.00
06/05/2025	329592	4962	TULSA WINWATER CO.	032696 01	GREELEY WL PROJECT 2254400	2205400 570150	2254400	2025/12	11,770.76
				032452 01	PW INVENTORY (CITY COUNCIL	220 141000		2025/12	8,973.20

City of Broken Arrow
Check Register by Fund



Fund 220

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
					APPROVED 03/04/25)				
					Total For Check #	329592			20,743.96
06/05/2025	329593	1808	TULSA'S GREEN COUNTRY STAFFING	109500	TEMP SERVICES FOR LFEET MAINTENANCE DIVISION	2205120 550370		2025/12	190.40
				109502	TEMP SERVICESS WEEK ENDING 05/22/25	2205010 550370		2025/12	9,431.53
				109501	109501	2205120 550370		2025/12	1,088.00
				109499	109499	2205115 550370		2025/12	2,611.20
					Total For Check #	329593			13,321.13
06/05/2025	329595	1496	TWIN CITIES READY MIX INC	301710	LANDMARK STRUCTURES PA 3 165424 04/30/2025	2205400 570150	165424	2025/12	781.28
				304085	BLANKET PO FOR CONCRETE	2205400 560270		2025/12	290.00
				303857	BLANKET PO FOR CONCRETE	2205400 560270		2025/12	362.50
				303856	BLANKET PO FOR CONCRETE	2205400 560270		2025/12	290.00
				303759	BLANKET PO FOR CONCRETE	2205400 560270		2025/12	1,087.50
				303578	BLANKET PO FOR CONCRETE	2205400 560270		2025/12	507.50
				303576	BLANKET PO FOR CONCRETE	2205400 560270		2025/12	290.00
				303575	BLANKET PO FOR CONCRETE	2205400 560270		2025/12	604.00
				303490	BLANKET PO FOR CONCRETE	2205400 560270		2025/12	436.25
				303412	BLANKET PO FOR CONCRETE	2205400 560270		2025/12	362.50
				302812	BLANKET PO FOR CONCRETE	2205305 560270		2025/12	217.50
				304086	BLANKET PO FOR CONCRETE	2205400 560270		2025/12	217.50
				304200	BLANKET PO FOR CONCRETE	2205305 560270		2025/12	326.00

City of Broken Arrow
Check Register by Fund



Fund 220

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				304271	BLANKET PO FOR CONCRETE	2205400 560270		2025/12	217.50
				304272	BLANKET PO FOR CONCRETE	2205400 560270		2025/12	290.00
				304270	BLANKET PO FOR CONCRETE	2205305 560270		2025/12	163.00
				304367	BLANKET PO FOR CONCRETE	2205400 560270		2025/12	290.00
					Total For Check #	329595			6,733.03
06/05/2025	329597	1324	ULINE	193522841	S-21107 WATER PRESERVATIVE - 8 OZ	2205405 560230		2025/12	36.00
				193522841	S-21107 WATER PRESERVATIVE - 8 OZ	2205405 560240		2025/12	1,648.33
					Total For Check #	329597			1,684.33
06/05/2025	329600	3262	HD SUPPLY, INC	INV00715237	Total Ammonia Chemkey® Reagents	2205404 560340		2025/12	1,481.44
				INV00718463	Laboratory Supplies	2205410 560340		2025/12	1,020.87
					Total For Check #	329600			2,502.31
06/05/2025	329601	44	UTILITY SUPPLY	209911	(URGENT)CONSTRUCTION METERS - DERRIEL BYNUM	2205406 560380		2025/12	725.00
				209592	RPR - 8ft BURY HYDRANT-URGENT CHRIS HOUCK	2205400 560400		2025/12	4,320.00
				210675	PARTS FR WATER LINE REPAIR	2205400 560400		2025/12	153.10
					Total For Check #	329601			5,198.10
06/05/2025	329602	5393	VAN LAAN CONSTRUCTION SUPPLY	308380	LANDMARK STRUCTURES PA 3 165424 04/30/2025	2205400 570150	165424	2025/12	53,222.00
					Total For Check #	329602			53,222.00
06/05/2025	329604	1169	VERIZON	6114083190	6114083190	2205404 550540		2025/12	60.01
					Total For Check #	329604			60.01
06/05/2025	329607	48	WARREN POWER & MACHINERY, INC.	B8482502	B8482502	2205405 540320		2025/12	80.00

City of Broken Arrow
Check Register by Fund



Fund 220

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 329607			80.00
06/05/2025	329608	897	WASTE MANAGEMENT QUARRY LANDFILL	2401532-1006-9	22-94287-53000 MAY 1-15, 2025 2401532-1006-9 WW	2205410 540300		2025/12	1,061.62
						Total For Check # 329608			1,061.62
06/05/2025	329609	1537	WATER TECH INC	160734	BLANKET PO FOR POLYMER FOR SLUDGE	2205405 560340		2025/12	8,370.60
						Total For Check # 329609			8,370.60
06/05/2025	329610	1095	WINDSTREAM HOLDINGS II LLC	101148159 05282025	FY25 ANNUAL AGREEMENT	2205410 550220		2025/12	99.44
				101124486 05302025	101124486 MAY 30, 2025 918-251-3383	2205100 550220		2025/12	121.91
						Total For Check # 329610			221.35
						Total For Fund 220			926,444.07
						Number of Invoices For Fund 220			463



City of Broken Arrow

Request for Action

File #: 25-860, **Version:** 1

**Broken Arrow Municipal Authority
Meeting of: 06-16-2025**

Title:

Consideration, discussion, and possible approval of the proposed Fiscal Year 2025-2026 Financial Plan for the Broken Arrow Municipal Authority

Background:

The proposed Fiscal Year 2025-2026 Financial Plan was presented to the City Council at a special meeting on May 22, 2025. A Public Hearing on the proposed Fiscal Year 2025-2026 budget including the Financial Plan was held at the regularly scheduled June 2, 2025, City Council meeting. The City Council earlier tonight approved Resolution No. 1669 adopting the proposed 2025-2026 Fiscal Year Budget for the City. The Fiscal Year 2025-2026 Financial Plan is included in the budget document adopted by the City Council

Cost: \$154,386,464

Funding Source: Original Fiscal Year 2025-2026 Budget

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Fiscal Year 2025-2026 Broken Arrow Municipal Authority Financial Plan

Recommendation:

Approve the Fiscal Year 2025-2026 Broken Arrow Municipal Authority Financial Plan

BROKEN ARROW MUNICIPAL AUTHORITY
FINANCIAL PLAN
FISCAL YEAR 2026 BUDGET

	FISCAL YEAR 2024 ACTUAL	FINANCIAL PLAN 2025	ESTIMATED ACTUAL 2025	FINANCIAL PLAN 2026
BEGINNING FUND BALANCE - EMERGENCY RESERVE FUND BALANCE	19,703,847	20,949,008	20,949,008	22,382,515
CURRENT REVENUE:				
CHARGES FOR SERVICES	69,018,176	73,023,353	72,428,029	79,402,508
FINES FORFEITURES & ASSESSMENTS	945,121	1,100,000	1,020,000	1,100,000
INTEREST	20,987	13,000	30,000	30,000
MISCELLANEOUS	138,133	125,000	159,000	125,000
TOTAL CURRENT REVENUE	70,122,416	74,261,353	73,637,029	80,657,508
OTHER FINANCING SOURCES:				
TRANSFER OF FUND BALANCE FOR PRIOR YEAR CAPITAL PROJECTS	-	-	-	-
OWRB PROCEEDS FROM PRIOR YEARS	-	-	-	-
TRANSFERS IN	20,170,298	20,665,533	21,098,508	21,414,985
NOTE PROCEEDS	6,500,000	84,752,734	4,500,000	52,782,364
TOTAL OTHER FINANCING SOURCES	26,670,298	105,418,267	25,598,508	74,197,349
TOTAL REVENUES	96,792,714	179,679,620	99,235,537	154,854,857
CURRENT EXPENDITURES:				
PERSONAL SERVICES	23,330,913	26,071,156	25,434,977	28,355,784
OTHER SERVICES & CHARGES	16,504,912	20,298,398	19,694,852	21,639,541
MATERIALS & SUPPLIES	6,790,002	7,444,800	7,702,665	8,029,125
TOTAL CURRENT EXPENDITURES	46,625,828	53,814,354	52,832,493	58,024,450
CAPITAL OUTLAY	15,087,064	90,738,763	9,711,029	58,161,529
TOTAL EXPENDITURES	61,712,891	144,553,117	62,543,522	116,185,979
OTHER FINANCING USES -				
DEBT SERVICE	13,064,364	13,560,000	13,560,000	13,997,000
TRANSFERS OUT	20,770,298	21,265,533	21,698,508	24,203,485
TOTAL OTHER FINANCING USES	33,834,662	34,825,533	35,258,508	38,200,485
TOTAL EXPENDITURES AND USES	95,547,553	179,378,650	97,802,030	154,386,464
NET INCOME	1,245,161	300,970	1,433,507	468,393
ENDING FUND BALANCE - EMERGENCY RESERVE FUND BALANCE	20,949,008	21,249,978	22,382,515	22,850,908

BROKEN ARROW MUNICIPAL AUTHORITY
FINANCIAL PLAN
FISCAL YEAR 2026 BUDGET

DESCRIPTION	FISCAL YEAR 2024 ACTUAL	FINANCIAL PLAN 2025	ESTIMATED ACTUAL 2025	FINANCIAL PLAN 2026
REVENUES:				
CHARGES FOR SERVICES:				
Water Revenue	31,138,008	32,451,810	32,117,294	33,750,927
Sewer Charges	17,888,529	18,869,086	19,095,775	21,973,256
Sanitation	9,116,239	10,527,467	10,122,105	11,553,353
Extra Refuse Pick-up	430,986	300,000	545,635	450,000
Water Taps	847,349	750,000	640,000	750,000
Sewer Taps	33,168	40,000	40,300	40,000
Stormwater Utility Fee	9,007,299	9,487,990	9,311,466	10,282,972
Turn-ons	329,715	290,000	260,774	290,000
Transfer Fees		-	-	-
Pretreatment Application Fee	3,000	2,000	2,000	2,000
Administrative Fee	160,085	175,000	155,100	175,000
Property Damage		-	-	-
Return Check Fees	30,820	30,000	37,580	35,000
Sale of Material	32,979	100,000	100,000	100,000
TOTAL CHARGES FOR SERVICES	69,018,176	73,023,353	72,428,029	79,402,508



BID #25.155 CONCRETE						
1)	Description: This agreement is for the supply and delivery of concrete. The awarded vendor will be responsible for providing concrete that meets the specifications outlined in this solicitation. Pricing shall be based on a per-cubic-yard basis, including delivery to					
				BIDDER #1	BIDDER #2	BIDDER #3
				Nexlevel Redi Mix	Twin Cities Ready Mix	Greenhill Concrete
2)	Rates & Charges	UOM	Qty	Unit Price	Unit Price	Unit Price
	2500 PSI CONCRETE	Cu Yd	1	\$135.00	\$140.00	\$151.00
	3000 PSI CONCRETE	Cu Yd	1	\$139.00	\$144.00	\$155.00
	3500 PSI CONCRETE	Cu Yd	1	\$143.00	\$148.00	\$159.00
	40000 PSI CONCRETE	Cu Yd	1	\$147.00	\$152.00	\$163.00
	4" EXPANSION JOINT	F.T.	1	\$2.00	\$12.00	\$2.50
	6" EXPANSION JOINT	F.T.	1	\$3.00	\$11.50	\$3.50
	1% CALCIUM	Cu Yd	1	\$5.00	\$3.26	\$4.50
	2% CALCIUM	Cu Yd	1	\$10.00	\$6.52	\$9.00
	HOT WATER	Cu Yd	1	\$5.00	\$5.00	\$5.00
	HIGH EARLY	Cu Yd	1	\$10.00	\$12.00	\$12.00
	SYNTHETIC FIBER MESH	Cu Yd	1	\$8.00	\$6.25	\$6.00
	DELIVERY CHARGE	Cu Yd	1	\$0.00	\$60.00	\$150.00
3	Notary Public Expires			4/13/2029	2/21/2026	11/1/2028
	TOTAL			\$607.00	\$700.53	\$820.50

BID #25.155 CONCRETE

This was advertised on the City Website as well as the Tulsa World.
 Bid was sent out to five (5) Vendors with one (3) Vendor responding.

This bid tabulation is true and accurate to the best of my knowledge.

Tuesday, June 3, 2025

X *Ryan Baze*

Ryan Baze, General Services Director



BROKEN ARROW
WHERE OPPORTUNITY LIVES

BID NO. 25.162 - FIRE MONITORING SERVICES	BIDDER 1	BIDDER 2
Description: The City of Broken Arrow is bidding for Fire Monitoring Services. Perform general tasks: maintenance, inspections, repair (included labor), emergency service, repair, yearly inspections, and must be a full-time, commercial fire alarm, licensed, certified, pass background check, and references.	Summit Fire & Security, LLC	Infinity Fire, LLC
PRICE SUMMARY - RATES AND CHARGES	MONTHLY	MONTHLY
Cellular	\$1,665.00	\$35.00
Set-Up Costs	N/A	\$250.00
ADDITIONAL COMMENTS		
NOTARY PUBLIC COMMISSION DATE EXPIRES	5/3/2027	7/22/2025
TOTAL	\$1,665.00	\$285.00

BID NO. 25.162 - FIRE MONITORING SERVICES

This was advertised on the City Website as well as the Tulsa World.

Bid was sent out to 5 Vendors with 2 Vendors responding.

This bid tabulation is true and accurate to the best of my knowledge.

Thursday, June 5, 2025

X *Ryan Baze*

Ryan Baze, General Services Director

BID #25.161 - CUSTODIAL SERVICES			BIDDER #1	BIDDER #2	BIDDER #3	BIDDER #4	BIDDER #4
Description: The City of Broken Arrow reserves the right to award multiple vendors. The purpose of this service is to establish an agreement for custodial services to ensure the cleanliness, sanitation, and maintenance of designated facilities. The awarded contractor will be responsible for providing routine cleaning and upkeep, including but not limited to, office spaces, restrooms, common areas, and specialized facilities. Services shall include waste removal, floor care, surface sanitation, and the replenishment of necessary supplies to maintain a safe and hygienic environment. The contractor must adhere to the specified service schedule, maintain quality control standards, and comply with all applicable health and safety regulations. Performance expectations will be outlined to ensure consistency and efficiency in service delivery, contributing to the overall operational functionality and			HHM Facility Management, LLC	Phidora Group, Inc. dba Vanguard Cleaning Systems	SourceOne Maintenance Services, Inc.	Clempire, LLC	Jani-King of Tulsa, Inc.
Rates & Charges	UOM	Qty	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Custodial Services			\$136,677.60	\$199,260.00	\$225,060.00	\$251,940.00	\$322,674.96
Additional Services (When Requested):							
Stripping and Waxing Flooring			\$0.25	\$0.25	\$0.40	\$0.40	\$0.25
Shampooing Carpet			\$0.25	\$0.15	\$0.17	\$0.15	\$0.10
Carpet Extraction			N/A	\$0.20	N/A	N/A	N/A
Additional Comments:							
List other optional services along with pricing.			Exterior Window Washing \$3.00 ea	Exterior Window Washing \$2-\$6 per side	Day Porter Services / 40 hrs a week / \$2,590 per month	Exterior Window Washing \$5 per pane (min. 20 panes)	Porter Services \$27 per hr
List any value-added services and / or volume discount information.							
				Power washing - \$0.10 sq ft.			
Notary Public Expires							
TOTAL			\$136,678.10	\$199,260.60	\$225,060.57	\$574,615.86	\$322,675.31

BID #25.161 - CUSTODIAL SERVICES

This was advertised on the City Website as well as the Tulsa World.

Bid was sent out to five (5) Vendors with one (5) Vendor responding.

This bid tabulation is true and accurate to the best of my knowledge.

Tuesday, June 3, 2025

X Ryan Baze
 Ryan Baze, General Services Director

BID NO. 25.166-HVAC SERVICES UNDER \$2,500	BIDDER 1	BIDDER 2	BIDDER 3
Description: TThe City of Broken Arrow reserves the right to award multiple vendors. This will be a time and materials agreement for HVAC services. The awarded vendor will provide labor, materials, and equipment necessary for the maintenance, repair, and installation of heating, ventilation, and air conditioning (HVAC) systems as specified in this solicitation. Pricing shall be based on an hourly labor rate for technicians, along with material costs as required. Payment will be made based on actual work performed, subject to inspection and approval to ensure compliance with industry standards and project specifications.	Graham Mechanical HVAC, LLC	McIntosh Services, LLC	Polar Bear Jack's Heating and Air Design
PRICE SUMMARY - RATES AND CHARGES	Per Hour	Per Hour	Per Hour
Service Call Charge	\$0.00	N/A	\$95.00
Journeyman Labor Rate Per Hour	\$100.00	\$97.00	\$123.00
Apprentice Labor Rate Per Hour	\$50.00	\$80.00	\$108.00
Labor Rate After Hour or Overtime Calls	N/A	\$146.00	\$151.00
Materials / Parts Show Markup Cost if Applicable	15%	20%	43%
Mileage Charlges, Calculated Basis	\$0.00	1.13/MILE	N/A
Other charges if Applicable	N/A	N/A	\$125.00
ADDITIONAL COMMENTS			
		Line Card	Freon 410A/TDX20 \$80
			Apprentice Labor OT
			\$130.00
NOTARY PUBLIC COMMISSION DATE EXPIRES	5/27/2029	8/17/2027	9/17/2028
TOTAL	\$150.15	\$323.20	\$602.43

BID NO. 25.166-HVAC SERVICES UNDER \$2,500

This was advertised on the City Website as well as the Tulsa World.

Bid was sent out to 6 Vendors with 3 Vendors responding.

This bid tabulation is true and accurate to the best of my knowledge.

Thursday, June 5, 2025

X *Ryan Baze*

Ryan Baze, General Services Director



BID NO. 25.169-Power Unit, Motor, & Hoses		BIDDER 1
Description: The City of Broken Arrow is bidding for Power Unit, Motor, & Hoses. This will be a firm, fixed-price purchase agreement for the one-time or as-needed supply of goods as specified in the solicitation. The successful vendor will be responsible for delivering the items in accordance with the stated specifications, quantities, and delivery requirements. All prices quoted shall remain firm throughout the agreement term, and no additional charges will be accepted unless expressly authorized in writing.		Fortline Waterworks Tulsa
PRICE SUMMARY - RATES AND CHARGES		Qty 6
Tapmate Base Power Unit 82000		\$64,102.56
Tapmate Motor w 1/2" Hoses		\$27,514.50
HD Hydraulic Hoses & NPT Fit		\$1,162.08
ADDITIONAL COMMENTS		
NOTARY PUBLIC COMMISSION DATE EXPIRES		2/21/2028
TOTAL		\$92,779.14

BID NO. 25.169-Power Unit, Motor, & Hoses

This was advertised on the City Website as well as the Tulsa World.

Bid was sent out to 5 Vendors with 1 Vendors responding.

This bid tabulation is true and accurate to the best of my knowledge.

Friday, June 6, 2025

X *Ryan Baze*

Ryan Baze, General Services Director

BID #25.156 - ASPHALT			BIDDER #1	BIDDER #2	BIDDER #3	BIDDER #4
Description: The purpose of this bid is to establish an agreement for The plant mix, for Asphalt Concrete Pavement, to be furnished, under this Proposal, shall conform with Section 708.04 and Section 411.03, 1999 Edition of the Oklahoma State Highway Specifications. Asphalt concrete pavement (hot mix-hot lay)			APAC Central - Oklahoma	Cowboy Asphalt	Greenhill Concrete/Materials	Ellsworth Construction, LLC
Rates & Charges	UOM	Qty	Unit Price	Unit Price	Unit Price	Unit Price
Type A Asphalt	TON	1	\$54.00	\$62.50	\$59.00	\$58.00
Type B Asphalt	TON	1	\$58.00	\$67.50	\$62.00	\$62.00
Type C Asphalt	TON	1	\$63.00	\$70.00	\$65.00	\$66.00
Type B Insoluble	TON	1	\$65.00	\$72.75	\$73.00	\$73.00
Super Save 3	TON	1	\$54.00	\$62.50	\$60.00	\$58.00
Super Save 4	TON	1	\$58.00	\$67.50	\$63.00	\$62.00
Additional Comments:			May Index: \$532.50	Cold Patch/QPR \$115		\$6.50 delivery per ton
						Free dump for asphalt or concrete spoils at plant location w/ purchase. Spoils must be separated and clean from trash and dirt
Notary Public Expires			5/2/2027	5/22/2028	11/1/2028	11/17/2025
TOTAL			\$352.00	\$402.75	\$382.00	\$379.00

BID #25.156 - ASPHALT

This was advertised on the City Website as well as the Tulsa World.
 Bid was sent out to five (5) Vendors with one (3) Vendor responding.

This bid tabulation is true and accurate to the best of my knowledge.

Tuesday, June 3, 2025

X *Ryan Baze*
 Ryan Baze, General Services Director



BID 25.154 - AGGREGATE						
1)	Description: The purpose of this bid is to establish an agreement for the supply and delivery of aggregate materials required for various municipal projects.					
				BIDDER #1	BIDDER #2	BIDDER #3
				APAC Central - Oklahoma	Greenhill Concrete	Anchor Stone Company
2)	Rates & Charges	UOM	Qty	Unit Price	Unit Price	Unit Price
	1 1/2" Crusher Run	TON	1	\$8.00	\$8.50	\$9.00
	3" Crusher Run	TON	1	\$8.00	\$8.50	\$9.25
	12", 18", & 36" Rip Rap	TON	1	\$22.50	\$24.00	\$21.75
	3/8" Asphalt Chips & 1/2" Chips	TON	1	\$11.50	\$12.00	\$13.75
	1" Road Rock & 1 1/2" Clean	TON	1	\$10.25	\$11.00	\$12.50
	Screenings	TON	1	\$6.75	\$7.50	\$9.25
	6" Surge Rock	TON	1	\$13.50	\$0.00	\$15.25
	8" Surge Rock	TON	1	\$13.50	\$0.00	\$0.00
	Gabion Stone	TON	1	\$0.00	\$21.00	\$15.25
	Asphalt Millings	TON	1	\$0.00	\$0.00	\$0.00
	Type A Aggregate	TON	1	\$8.50	\$9.00	\$9.00
	Pugged Aggregate Base Per ODOT Specifications	TON	1	\$8.50	\$9.00	\$9.00
	Delivery Cost Per Ton to City Yard, 1700 West Detroit	TRAILER	1	\$8.25	\$7.80	\$7.55
	Delivery Cost Per Ton to City Yard, 1700 West Detroit	TRAILER RIP RAP	1	\$9.25	\$11.70	\$8.55
	Delivery Cost Per Ton to City Yard, 1700 West Detroit	BOB TAIL	1	\$8.25	\$7.80	\$7.55
	Delivery Cost Per Ton to City Yard, 1700 West Detroit	BOB TAIL RIP RAP	1	\$9.25	\$11.70	\$8.55
3	Notary Public Expires			5/2/2027	11/1/2028	3/19/2029
	TOTAL			\$146.00	\$110.50	\$156.20

BID 25.154 - AGGREGATE

Bid was sent out to five (5) Vendors with one (3) Vendor responding.

This bid tabulation is true and accurate to the best of my knowledge.

Tuesday, May 27, 2025

X *Ryan Baze*
 Ryan Baze, General Services Director



BID #25.157 - BACKFILL SAND & TOPSOIL

1)	Description: The City of Broken Arrow is bidding for backfill sand and topsoil. The bidder will provide, deliver, pickup, ensure all materials meet specified quality standards, including gradation, compaction, and fertility requirements where applicable.					
				BIDDER #1	BIDDER #2	
				Anchor Stone Company	Tulsa Topsoil	
2)	Rates & Charges	UOM	Qty	Unit Price	Unit Price	
	BACKFILL SAND	TON	1	\$13.00	\$0.00	
	MASONRY SAND	TON	1	\$0.00	\$0.00	
	MASONRY SAND	CU YD	1	\$0.00	\$0.00	
	TOPSOIL	TON	1	\$0.00	\$8.15	
	TOPSOIL	CU YD	1	\$0.00	\$10.00	
	DELIVERY COST PER TON-TRAILER/BOBTAIL	TON	1	\$8.00	\$22.86	
	DELIVERY COST PER CUBIC YARD-TRAILER/ BOBTAIL	CU YD	1	\$8.00	\$22.86	
					NO BID FOR SAND	
3	Notary Public Expires			3/19/2029	1/7/2029	
	TOTAL			\$29.00	\$63.87	

BID #25.157 - BACKFILL SAND & TOPSOIL

This was advertised on the City Website as well as the Tulsa World. Bid was sent out to five (5) Vendors with one (2) Vendor responding.

This bid tabulation is true and accurate to the best of my knowledge.

Tuesday, June 3, 2025

X Ryan Baze
Ryan Baze, General Services Director



CONTRACT RENEWAL No. 1 of 4

This amendment by and between the Supplier or Contractor and Broken Arrow Municipal Authority defined below shall be effective as of the date this Amendment is fully executed. To the extent the award requires Broken Arrow Municipal Authority to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

Broken Arrow Municipal Authority	
Supplier or Contractor Full Legal Name:	Storey Towing, LLC dba Storey Wrecker
Original RFP Number:	25.124
RFP Title Name:	Wrecker Services
Original Award Date:	11/19/24
Current Contract Term:	11/19/2024 Through 06/30/2025
Amendment No.:	Renewal Number #1

WHEREAS, the Contract is in effect through the Current Contract Term as defined above;

WHEREAS, the Supplier or Contractor Warrants that it has complied with all requirements of the Contract during the Current Contract Term, Including but not limited to background check requirements, if any; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the award will be renewed/extended for an additional period of time as follows:

RENEW CONTRACT TERM	
Beginning Date of New Contract Term:	07/01/2025
End Date of New Contract Term:	06/30/2026




The parties agree the award will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the award for an additional period of time.

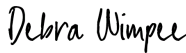
2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

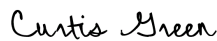
Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Storey Towing, LLC dba Storey Wrecker
Authorized Signature:	
Printed Name and Title of Person Signing:	Tara Bashaw, President
Date:	5/27/2025
Company Address:	775 N Redbud Ave Broken Arrow, OK 74012

Broken Arrow Municipal Authority

Authorized Signature:		
Printed Name and Title of Person Signing:	Debra Wimpee	Mayor
Date:	6/11/2025	



Danny Littlefield
Deputy City Attorney
6/11/2025



2 Curtis Green
Secretary
6/11/2025





CONTRACT RENEWAL No. 1 of 4

This amendment by and between the Supplier or Contractor and Broken Arrow Municipal Authority defined below shall be effective as of the date this Amendment is fully executed. To the extent the award requires Broken Arrow Municipal Authority to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

Broken Arrow Municipal Authority	
Supplier or Contractor Full Legal Name:	Infinity Fire LLC
Original RFP Number:	24.150
RFP Title Name:	Annual Fire Protection Services and Maintenance
Original Award Date:	07/01/2024
Current Contract Term:	07/01/2024 Through 06/30/2025
Amendment No.:	Renewal Number #1

WHEREAS, the Contract is in effect through the Current Contract Term as defined above;

WHEREAS, the Supplier or Contractor Warrants that it has complied with all requirements of the Contract during the Current Contract Term, Including but not limited to background check requirements, if any; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the award will be renewed/extended for an additional period of time as follows:

RENEW CONTRACT TERM	
Beginning Date of New Contract Term:	07/01/2025
End Date of New Contract Term:	06/30/2026

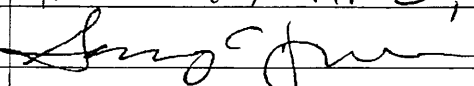


The parties agree the award will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the award for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	INFINITY FIRE, LLC
Authorized Signature:	
Printed Name and Title of Person Signing:	GARY C. JONES CHIEF OPERATING OFFICER
Date:	05/20/2025
Company Address:	104 S. 109th E. Place Tulsa, OK 74128

Broken Arrow Municipal Authority

Authorized Signature:	Debra Wimpee	
Printed Name and Title of Person Signing:	Debra Wimpee	Mayor
Date:	6/11/2025	

Danny Littlefield, Jr.

Danny Littlefield, Jr.
Deputy City Attorney
6/11/2025

Curtis Green

Curtis Green
Secretary
6/12/2025



**AGREEMENT SUMMARY
BROKEN ARROW MUNICIPAL AUTHORITY
SANITARY SEWER LIFT STATION CONDITION ASSESSMENTS
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. N/A**

1.0 Professional Consulting Firm:

- 1.1 Name: Holloway, Updike and Bellen, inc.
1.2 Telephone No.: 918-251-0717
1.3 Address: 2001 N. Willow Ave.
Broken Arrow, OK 74012

2.0 Project Name/Location: Sanitary Sewer Lift Station Condition Assessments at thirty-two (32) locations located throughout the BAMA service area.

3.0 Statement of Purpose: Professional Services to perform site visits, inspections, condition assessments and report findings at thirty-two (32) sanitary sewer lift stations located throughout the BAMA service area.

4.0 Agreement Summary:

4.1 Sanitary Sewer Lift Station Condition Assessments

Kickoff Meeting	\$6,000.00
Site Visits and Findings Workshop:	\$40,000.00
Electrical Assessments Allowance	\$15,000.00
Structural Assessments Allowance	\$5,000.00
Capacity Assessments Allowance	\$15,000.00
Final Report and Presentation	\$8,000.00
Subtotal:	\$ 89,000.00

4.2 Agreement Time: 220 calendar days

4.3 Estimated Construction Cost: \$ N/A

5.0 Agreement Approved by the Owner on: _____

**AGREEMENT
 FOR
 PROFESSIONAL CONSULTANT SERVICES
 BETWEEN
 BROKEN ARROW MUNICIPAL AUTHORITY
 AND
 HOLLOWAY, UPDIKE, AND BELLEN, INC.
 FOR
 SANITARY SEWER LIFT STATION CONDITION ASSESSMENTS
 PROJECT NO. N/A**

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

W I T N E S S E T H:

WHEREAS, OWNER intends to procure Professional Services to perform site visits, inspections, condition assessments and report findings at thirty-two (32) sanitary sewer lift stations located throughout the BAMA service area (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. 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 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 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 - 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:

Holloway, Updike, and Bellen, Inc.
2001 N Willow Ave.
Broken Arrow, OK 74012

Contact Name: Stephen Tolar, P.E., S.E.
President

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

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

By: _____

Michael L. Spurgeon, General
Manager

Date: _____

Attest: _____

Secretary [Seal]

Date: _____

Approved as to form:

D. Graham Parker

Assistant City Attorney

CONSULTANT:

Holloway, Updike and Bellen, Inc.

By: ST

Stephen Tolar, President

Date: 10/10/25

(CORPORATE SEAL IF APPLICABLE)

Attest: _____

Tiffany Hilton
Tiffany Hilton, Secretary

Date: 10/10/25

VERIFICATION

State of Oklahoma)
County of Adair) §

Before me, a Notary Public, on this 10th day of June, 2024, personally appeared Stephen Tolar, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Holloway, Updike and Bellen, 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:

10/10/28

Tiffany Hilton
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HOLLOWAY, UPDIKE, AND BELLEN, INC. (CONSULTANT)
FOR
SANITARY SEWER LIFT STATION CONDITION ASSESSMENTS
PROJECT NO. N/A**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the _____ day of June 2025.

1.0 PROJECT UNDERSTANDING

- 1.1 CONSULTANT understands that the OWNER has retained their Professional Services to perform site visits, inspections, condition assessments and report findings at thirty-two (32) sanitary sewer lift stations located throughout the BAMA service area..
- 1.2 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 PROJECT SCOPE

2.1 Sanitary Sewer Lift Station Condition Assessments

- 2.1.1 CONSULTANT will perform Sanitary Sewer Lift Station Condition Assessments at thirty-two (32) locations located throughout the BAMA service area. Scope of work Includes:

2.1.1.1 Kickoff Meeting:

- Review scope, schedule, purpose of project.
- Present draft condition assessment data form and revise as needed.
- Review of previous studies and reports.
 - Coordinate as necessary with the engineering consultant preparing the BAMA Wastewater master Plan update.
 - Identify any critical lift stations with known condition or capacity issues.
- Schedule lift station site visits and assign CONSULTANT and OWNER Staff for each facility.

- 2.1.1.2 Perform a site visit to each of thirty-two (32) lift stations and with assistance of OWNER Staff evaluate condition for the following categories:

- Site Access and Security
- Worker Safety

- Lift Station Structures
- Building or Support Structures
- Influent Isolation
- Influent Screening
- Gates and Valves
- Pumping Equipment
- Forcemain
- Bypass Pumping Connections
- Controls
 - Pump Controls
 - Telemetry
- Electrical (High-level screening only)
 - Service and Transformers
 - MCC and other Panels
 - ATS and Backup Power

2.1.1.3 While onsite interview OWNER Staff and document known defects and known capacity issues for each lift station.

2.1.1.4 Compile site visit information and conduct a post assessment Findings Workshop:

- Review condition of each lift station
- Identify deficiencies
- Discuss known capacity issues raised by OWNER Staff
- Obtain, review and utilize BAMA Wastewater Master Plan update and discuss lift stations with projected capacity issues.
- Recommend lift stations that require additional condition or capacity evaluations.

2.1.1.5 Perform Additional Condition or Capacity Assessments. Scope and fee for these additional assessments will be determined based on Workshop. These will be paid through the Additional Assessments Allowance with prior authorization by OWNER:

- Additional electrical equipment assessments. In the initial condition assessments, the electrical equipment will be evaluated based on a high-level screening by an Oklahoma Registered Professional Engineer with extensive experience with lift station equipment and operation. Lift Stations identified for additional electrical equipment assessments will have a second site visit performed by an Oklahoma Registered Professional Electrical Engineer.
- Additional structural equipment assessments. In the initial condition assessments, structures will be evaluated based on a high-level screening by an Oklahoma Registered Professional Engineer with extensive experience with lift station structures. Lift Stations identified for additional structural assessments will have a second site visit performed by an Oklahoma Registered Professional Electrical Engineer.
- Additional capacity assessments. In the initial condition assessments, OWNER Staff will comment on any known capacity issues. This information along with review of previous studies and reports will identify lift station that will

require flow testing to determine existing firm capacity. Lift Stations identified for additional assessments will have a second site visit to conduct flow testing by the best available method.

2.1.1.5 Prepare a Final Report including:

- Documentation of Condition Assessment information collected.
- Provide recommendations of improvements needed to address deficiencies.
- Provide cost estimates and proposed phasing for recommended improvements.
- Provide a presentation to OWNER with a brief summary of condition assessments, recommended improvements, phases and costs.

ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HOLLOWAY, UPDIKE, AND BELLEN, INC. (CONSULTANT)
FOR
SANITARY SEWER LIFT STATION CONDITION ASSESSMENTS
PROJECT NO. N/A

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the ____ day of June 2025.

- 1.0 CONSTRUCTION PLANS:** Not Included
- 2.0 DESIGN ANALYSIS:** The CONSULTANT shall submit in-full, any design analysis developed for preliminary and final design.
- 3.0 TECHNICAL SPECIFICATIONS:** Not Included
- 4.0 DESIGN CALCULATIONS:** The CONSULTANT shall submit in-full, any design calculations developed for preliminary and final design.
- 5.0 CONTRACT DOCUMENTS:** Not Included

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HOLLOWAY, UPDIKE, AND BELLEN, INC. (CONSULTANT)
FOR
SANITARY SEWER LIFT STATION CONDITION ASSESSMENTS
PROJECT NO. N/A**

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 June, 2025.

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 Condition Assessment Kickoff Meeting: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 6,000.00 for the completion of the Condition Assessment Kick Off Meeting. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Condition Assessment Site Visits and Findings Workshop: The OWNER shall pay the CONSULTANT a lump sum amount of \$40,000.00 for the completion of the Condition Assessment and Results Workshop. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Additional Electrical Condition Assessments Allowance: The OWNER shall pay the CONSULTANT NTE amount of \$15,000.00 for the completion of the Additional Electrical Condition Assessments. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Additional Structural Condition Assessments Allowance: The OWNER shall pay the CONSULTANT NTE amount of \$5,000.00 for the completion of the Additional Structural Condition Assessments. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5 Additional Capacity Condition Assessments Allowance: The OWNER shall pay the CONSULTANT NTE amount of \$15,000.00 for the completion of the Additional Capacity Condition Assessments. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.6 Final Report and Presentation: The OWNER shall pay the CONSULTANT a lump sum amount of \$8,000.00 for the completion of the Final Report and Presentation. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.7 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

2.0 ADDITIONAL SERVICES BASED ON TIME

Scope for Additional Assessments will be determined based on recommendations from the Findings Workshop. Scope and fees for work under these allowances will be lump sum fee to be negotiated with OWNER prior to starting any Allowance work.

3.0 REPRODUCTION

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

4.0 MILEAGE

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

5.0 DIRECT COSTS

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

6.0 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
HOLLOWAY, UPDIKE, AND BELLEN, INC. (CONSULTANT)
FOR
SANITARY SEWER LIFT STATION CONDITION ASSESSMENTS
PROJECT NO. N/A**

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 June, 2025.

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.
- 1.7 OWNER shall provide knowledgeable Staff to accompany CONSULTANT during site visits, attend interviews and review all condition assessment information.
- 1.8 OWNER will provide Record Drawings, Maintenance Records, GIS Shape Files, and other information as available for the associated lift stations.

2.0 SPECIAL CONDITIONS

- 2.1 None

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY(OWNER)
AND
HOLLOWAY, UPDIKE, AND BELLEN, INC.
FOR
SANITARY SEWER LIFT STATION CONDITION ASSESSMENTS
PROJECT NO. N/A**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the _____ day of June, 2025.

1.0 CONDITION ASSESSMENT KICKOFF MEETING:

2.1 60 calendar days after notice to proceed.

2.0 CONDITION ASSESSMENT SITE VISITS AND FINDINGS WORKSHOP:

2.1 90 calendar days after notice to proceed.

3.0 ADDITIONAL CONDITION ASSESSMENTS (AS REQUIRED):

2.1 To be determined.

4.0 FINAL REPORT AND PRESENTATION:

2.1 60 calendar days after completion of additional condition assessments.

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

**PROJECT NAME: PARK LANE LIFT STATION IMPROVEMENTS & CAMBRIDGE
ESTATES RELIF LINE
PROJECT NO. S.24030**

THIS **AMENDMENT NO. 1**, made and entered into this 16 day of June 2025, 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 June 17, 2024, "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 construction of 8" sanitary sewer to relieve the existing Cambridge Estates Lift station and the construction of a replacement Parklane Lift Station and a new 6" force main.

WHEREAS, BAMA and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include additional survey, ROW documentation and design work to reflect the newly proposed sanitary sewer alignment.

WHEREAS, the ORIGINAL AGREEMENT and Amendment 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 revise previously prepared construction documents for construction of a new submersible lift station to replace the existing Park Lane LS and construct an 8" gravity sewer line to relieve the Cambridge Estates LS. The revisions are required to address property owner comments

requiring a new alignment and are necessary to obtain required easements. The new alignment requires new survey, preparation of additional ROW documents and redesign of the gravity sewer portion of the 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 June 17, 2024:	\$ 218,330.00
Amendment No. 1	
Additional Survey	\$ 4,000.00
Additional ROW Documents	\$ 3,500.00
Final Design Revisions	\$ 3,500.00
<hr/>	
Revised Total Contract Amount	\$229,330.00

3. AMENDED PROJECT SCHEDULE

The revised schedule for Amendment No. 1 is an additional 70 days from Notice to Proceed to conduct the new survey and prepare the additional ROW documents.

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.

REMAINDER OF PAGE INTENTIONALLY BLANK

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 Spurgeon, General Manager

Date: _____

Attest: _____
Secretary [Seal]

Date: _____

CONSULTANT:

Holloway, Updike & Bellen, Inc.

By: ST
Stephen Tolar, President

Date: 6/10/25

(CORPORATE SEAL, IF APPLICABLE)

Attest: Tiffany Hilton
Tiffany Hilton, Secretary

Date: 6/10/25

Approved as to form:

D. Graham Parker

Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of Delaware)

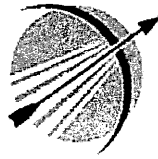
Before me, a Notary Public, on this 10th day of June, 2025, personally appeared Stephen Tolar, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: President) of Holloway, Updike & Bellen, Inc., and to be the identical person who executed the within and foregoing instrument, 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:

10/01/28

Tiffany Hilton
Notary Public





CONTRACT RENEWAL (Final Renewal)

This amendment by and between the Supplier or Contractor and Broken Arrow Municipal Authority defined below shall be effective as of the date this Amendment is fully executed. To the extent the award requires Broken Arrow Municipal Authority to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

Broken Arrow Municipal Authority	
Supplier or Contractor Full Legal Name:	Clean Uniform
Original RFP Number:	21.145
RFP Title Name:	Uniform Rental and Supplies
Original Award Date:	06/21/21
Current Contract Term:	07/01/2024 Through 06/30/2025
Amendment No.:	Final Renewal

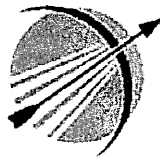
WHEREAS, the Contract is in effect through the Current Contract Term as defined above;

WHEREAS, the Supplier or Contractor Warrants that it has complied with all requirements of the Contract during the Current Contract Term, including but not limited to background check requirements, if any; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the award will be renewed/extended for an additional period of time as follows:

RENEW CONTRACT TERM	
Beginning Date of New Contract Term:	07/01/2025
End Date of New Contract Term:	06/30/2026

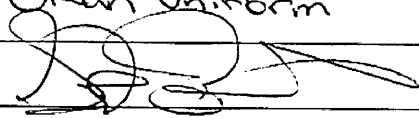


The parties agree the award will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the award for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Clean Uniform
Authorized Signature:	
Printed Name and Title of Person Signing:	Shad Ekstrom, Branch Manager
Date:	5/20/25
Company Address:	1223 N. 105 th E. Ave. Tulsa, OK 74116

Broken Arrow Municipal Authority

Authorized Signature:	Debra Wimpee	
Printed Name and Title of Person Signing:	Debra Wimpee	Mayor
Date:	6/11/2025	



Danny Littlefield
Deputy City Attorney
6/11/2025

Curtis Green
Curtis Green
Secretary
6/11/2025





CONTRACT RENEWAL No. 1 of 4

This amendment by and between the Supplier or Contractor and Broken Arrow Municipal Authority defined below shall be effective as of the date this Amendment is fully executed. To the extent the award requires Broken Arrow Municipal Authority to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

Broken Arrow Municipal Authority	
Supplier or Contractor Full Legal Name:	American Medical Gas
Original RFP Number:	25.109
RFP Title Name:	Medical Oxygen and Industrial Gas
Original Award Date:	10/15/24
Current Contract Term:	10/15/2024 Through 06/30/2025
Amendment No.:	Renewal Number #1
	<i>BAMA</i>

WHEREAS, the Contract is in effect through the Current Contract Term as defined above;

WHEREAS, the Supplier or Contractor Warrants that it has complied with all requirements of the Contract during the Current Contract Term, Including but not limited to background check requirements, if any; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the award will be renewed/extended for an additional period of time as follows:

RENEW CONTRACT TERM	
Beginning Date of New Contract Term:	07/01/2025
End Date of New Contract Term:	06/30/2026




The parties agree the award will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the award for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	American Medical Gas Resources LLC
Authorized Signature:	
Printed Name and Title of Person Signing:	Calvin T. Sanders Vice President
Date:	6-3-2025
Company Address:	14915 S. 44 th W. Ave Kiefer, OK 74041

Broken Arrow Municipal Authority

Authorized Signature:	Debra Wimpee	
Printed Name and Title of Person Signing:	Debra Wimpee	Mayor
Date:	6/11/2025	

Danny Littlefield, Jr.

Danny Littlefield, Jr.
Deputy City Attorney
6/11/2025

Curtis Green

Curtis Green
Secretary
6/12/2025

