

**BROKEN ARROW MUNICIPAL AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT  
FOR TELEMETRY AND SCADA UPGRADES FOR  
THE VERDIGRIS RIVER WATER TREATMENT PLANT**

**1. Professional Service Provider:**

- a. Name: Haynes Equipment Company
- b. Telephone No: 918-832-1580
- c. Address: 817 W. Elgin Street, Broken Arrow, OK 74012

**2. Project Title and Location:** This Service Contract with Haynes, Equipment Company is for activities of SCADA Upgrades under this contract which includes replacement of all existing PLC CPUs, update PLC program, install software, update RSVIEW SE application, update existing PanelView Integrated Display Industrial Computers, update existing PanelView Plus touchscreen, run application tests once installed, conduct a site acceptance test, disconnect existing SCADA components that are to be replaced, and any related support services which shall be conducted at the Verdigris River Water Treatment Plant.

**3. Contract for:** Providing professional services associated with public works projects for the Broken Arrow Municipal Authority. Professional services to include providing System Inspection Service, Personnel Training, Technical Phone Support and related support services. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Professional Service Provider agrees that this professional service shall be treated as an important service to the Authority and also agrees to commit the time necessary to perform the professional services in a professional manner.

**4. Compensation:** Professional Service Provider shall be compensated in accordance with attached rate schedule and the total compensation under this contract is Not to Exceed Eighty-Seven Thousand Five Hundred Seventy-Eight and No/100 (\$87,578.00). The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

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

Authority and Professional Service Provider both recognize that there is a risk of banking fraud

when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Authority must verbally confirm any new or changed bank transfer or mailing instructions by calling Professional Service Provider and speaking with Professional Service Provider's accounts receivable contact before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

**6. Time for Performance:** These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within three (3) consecutive calendar months after the date the Notice to Proceed is issued. The Authority will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the Authority on the hours required for the work item.

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

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

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

**8. Warranties:**

- (1) **Limited Warranty for Materials.** Professional Service Provider warrants to Authority that for a period of twelve months from the date of delivery of the Materials specified in Attachment A to this Agreement, (the "Warranty Period"), that the Materials manufactured by Professional Service Provider, when properly installed and maintained, and operated at ratings, specifications and design conditions specified by Professional Service Provider, will materially conform to Professional Service Provider's specifications for such Materials set forth in Professional Service Provider's proposal, or, in the absence of such a proposal, such specifications as have been provided by Authority to Professional Service

Provider and accepted in writing by Professional Service Provider, at the time of the order and will be free from material defects in material and workmanship (this "Limited Warranty"). Authority shall notify Professional Service Provider promptly in writing of any claims within the Warranty Period and provide Professional Service Provider with an opportunity to inspect and test the Materials or service claimed to fail to meet this Limited Warranty. Authority shall provide Professional Service Provider with a copy of the original invoice for the product or service, and prepay all freight charges to return any Materials to Professional Service Provider's factory, or other facility designated by Professional Service Provider. All claims must be accompanied by full particulars, including system operating conditions, if applicable. If the defects are of such type and nature as to be covered by this Limited Warranty, Professional Service Provider shall, at its option and in its sole discretion, either: (a) accept return of the defective Materials and furnish replacement Materials; (b) furnish replacement parts for the defective Materials; (c) repair the defective Materials; or (d) accept return of the defective Materials and return payments made, or issue credits for, such defective Materials. If Professional Service Provider determines that any warranty claim is not, in fact, covered by this Limited Warranty, Authority shall pay Professional Service Provider its then customary charges for any additionally required service or products.

- (2) **Limited Warranty for Services.** Professional Service Provider further warrants that all Services performed hereunder, will be performed in a workmanlike manner in accordance with applicable law and industry standards by qualified personnel (this "Limited Warranty for Services"); this Limited Warranty for Services shall survive for 30 days following Professional Service Provider's completion of the Services (the "Service Warranty Period"). In the event of a warranty claim under this Limited Warranty for Services, Authority shall inform Professional Service Provider promptly in writing of the details of the claim within the Service Warranty Period. Professional Service Provider's liability under any service warranty is limited (in Professional Service Provider's sole discretion) to repeating the service that during the Service Warranty Period does not meet this Limited Warranty for Services or issuing credit for the nonconforming portions of the service. If Professional Service Provider determines that any warranty claim is not, in fact, covered by the foregoing Limited Warranty for Services, Authority shall pay Professional Service Provider its then customary charges for all services performed by Professional Service Provider.
- (3) EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 8(1) and 8(2), PROFESSIONAL SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE MATERIALS AND SERVICES, INCLUDING WITHOUT LIMITATION ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF

DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

- (4) Professional Service Provider does not warrant against, and in no event shall Professional Service Provider be liable for, damages or defects arising out of improper or abnormal use, misuse, abuse, improper installation (other than by Professional Service Provider), application, operation, maintenance or repair, alteration, accident, or for negligence in use, storage, transportation or handling or other negligence of Authority. In no event shall Professional Service Provider be liable for any Materials repaired or altered by someone other than Professional Service Provider other than pursuant to written authorization by Professional Service Provider.
- (5) THE LIMITED WARRANTY AND THE LIMITED WARRANTY FOR SERVICES ARE THE SOLE AND EXCLUSIVE OBLIGATIONS OF PROFESSIONAL SERVICE PROVIDER WITH RESPECT TO ANY DEFECTIVE MATERIALS AND SERVICES. PROFESSIONAL SERVICE PROVIDER SHALL NOT HAVE ANY OTHER OBLIGATION WITH RESPECT TO THE MATERIALS, SERVICES, OR ANY PART THEREOF, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THE REMEDIES SET FORTH IN SECTIONS 11.1 AND 11.2 SHALL BE THE AUTHORITY'S SOLE AND EXCLUSIVE REMEDY AND PROFESSIONAL SERVICE PROVIDER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11.1 AND 11.2.

In no event shall Authority be entitled to claim under the above Limited Warranties if Authority is in breach of its obligations, including but not limited to payment, hereunder.

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

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL PROFESSIONAL SERVICE PROVIDER'S OBLIGATION TO THE AUTHORITY EXTEND TO INDIRECT, INCIDENTAL, PUNITIVE DAMAGES, OR DAMAGES FOR LOST PROFIT, NOR SHALL PROFESSIONAL SERVICE PROVIDER'S OBLIGATION TO AUTHORITY EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT PAID OR TO BE PAID TO PROFESSIONAL SERVICE PROVIDER UNDER THIS AGREEMENT WITH RESPECT TO MATERIALS OR SERVICES WHICH ARE CLAIMED TO BE DEFECTIVE.

**10. Confidentiality:** If Professional Service Provider discloses or grants Authority access to any research, development, technical, economic, or other business information or "know-how" of a confidential nature, whether reduced to writing or not, Authority will not use or disclose any

such information to any other person or company at any time, without Professional Service Provider's prior written consent, unless such information is required to be disclosed pursuant to law. Professional Service Provider shall notify Authority of what information Professional Service Provider deems confidential at the time Service Providers provides such information to Authority. In the event that Authority and Professional Service Provider have entered into a separate confidentiality agreement ("Confidentiality Agreement"), the terms and conditions of such agreement shall take precedence over the terms of this paragraph.

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

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

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

**13. Electronic Signatures:**

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

**14. 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.

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

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

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

Broken Arrow Municipal Authority:

Professional Service Provider:  
Haynes Equipment Company

By: \_\_\_\_\_  
Michael Spurgeon, General Manager

By: [Signature]  
Tony Moraska

Date: \_\_\_\_\_

Title: PRESIDENT, CEO

Attest: \_\_\_\_\_

Date: 3/31/2026

Secretary [Seal]

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

By: [Signature]  
Luke Dixon

Title: SALES & APPLICATIONS

Date: 31 MAR 26

Approved as to form:

D. Graham Parker  
Assistant City Attorney



**VERIFICATIONS**

State of Oklahoma )  
  ) §  
County of Oklahoma )

Before me, a Notary Public, on this 31<sup>st</sup> day of March 2026, personally appeared Tony Moraska & Luke Dixon, known to me to be the representatives of Haynes Equipment Company to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

[Signature]  
Notary Public

**BROKEN ARROW MUNICIPAL AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT  
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THE VERDIGRIS RIVER WATER TREATMENT PLANT**

**ATTACHMENT A**

**SP - 1.0 SCOPE OF THE PROJECT:**

1.1. Providing Professional Support Services associated with the This Service Contract with Haynes, Equipment Company is for activities of SCADA Upgrades under this contract which includes replacement of all existing PLC CPUs, update PLC program, install software, update RSVIEW SE application, update existing PanelView Integrated Display Industrial Computers, update existing PanelView Plus touchscreen, run application tests once installed, conduct a site acceptance test, disconnect existing SCADA components that are to be replaced, and any related support services which shall be conducted at the Verdigris River Water Treatment Plant. Work performed under the contract shall be performed on a not to exceed contract as requested by the Authority.

**SP- 2.0 SERVICES OF THE AUTHORITY: THE AUTHORITY WILL:**

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

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

2.3. The Water Plant Staff will be responsible for supplying tools, ladders, lifts, or other equipment required to execute the maintenance function. Site personnel will be solely responsible for ensuring that all maintenance procedures are performed in accordance with all applicable safety regulations.

2.4. The City will provide agreed upon servers and PC's of 2 Dell Towers and 3 PE R360 Servers for the implementation of scope of work.

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

3.1 The work includes providing and installing new Rockwell Automation ControlLogix PLC hardware, including four CPU replacements, along with associated programming, testing, and commissioning. The System Integrator will upgrade all existing PLC processors to the latest 1756-L81 units at the Main Plant Control Panel, High Service Pump Control Panel, Raw Water Pump Station, and Communication Building RTU panel, followed by conversion of all PLC programs to the newest supported versions and verification of full functionality. The scope further includes installation and configuration of the latest FactoryTalk Suite—such as

FactoryTalk Services Platform, Linx, SE Server/Client, Historian, View Studio, and supporting activation and directory services—on owner-supplied workstation and server hardware, along with updating existing PanelView clients and touchscreen interfaces as needed. The integrator will run the upgraded SCADA system in parallel with the existing RSView SE application to ensure operational continuity, support operator training, and resolve any issues prior to cutover, followed by a full Site Acceptance Test covering security, graphics, HMI functions, process and detail screens, trended data, alarms, reporting, and configuration standards. The contractor will provide all equipment, software installation, programming, and required site visits as outlined in the equipment proposal, including freight, startup, and installation labor, with exclusions limited to taxes and items not specifically listed. Final steps include acceptance by the Owner and removal/turnover of replaced SCADA components. Review Attachment B for Scope of Work provided by HDR Engineers, Attachment C for Rockwell Automation Scope as contracted with Haynes, and Attachment D for Haynes quotes and scope of services.

[END OF ATTACHMENT A]



# Memo

Date: Wednesday, December 03, 2025

Project: Verdigris River Water Treatment Plant SCADA Upgrade

To: Timothy Robins, PE, City of Broken Arrow

From: Stephen Horras, PE, and Joel Cantwell, PE

Subject: **SCADA Upgrade Scope of Work**

Following is the list of activities the System Integrator will perform as part of the SCADA upgrade.

1. Replace all the existing PLC CPUs with latest version for Rockwell Automation ControlLogix CPU (Part Number 1756-L81).
  - a. Main Plant Control Panel
  - b. High Service Pump Control Panel
  - c. Raw Water Pump Station Control Panel
  - d. Communication Building RTU Panel
2. Convert PLC program to newest version and verify functionality. .
3. Install latest version of FactoryTalk software on Owner-supplied computer hardware. This will include but not limited to applications as mentioned below.
  - a. FactoryTalk Services Platform
  - b. FactoryTalk Linx
  - c. FactoryTalk Alarms and Events
  - d. FactoryTalk Activation Manager
  - e. FactoryTalk Site Edition Server
  - f. FactoryTalk Site Edition Client (on two desktop workstations)
  - g. FactoryTalk View Studio
  - h. FactoryTalk Historian
  - i. Stand-alone FactoryTalk Linx Server
  - j. Stand-alone FactoryTalk Directory Server
4. Convert the RSView SE application to newest version and patch level. Verify functionality.
5. Update existing PanelView Integrated Display Industrial Computers running RSView Client to match server revision and patch level.
6. Update existing PanelView Plus touchscreen PLC connections if necessary.
7. Collaborate with the Owner's IT department for preference for installation – on virtual or physical host.
8. Once the software installation is complete, run the application in parallel with the existing RSView SE application at Owner's premises for testing purposes. This will allow the System Integrator to work on any glitches while the operation personnel get trained in the new system.



9. Upon completion of parallel installation, conduct a Site Acceptance test with the Owner to review for following functionalities:
  - a. Security
  - b. Specific software functional descriptions.
  - c. Graphics requirements.
  - d. HMI functionality requirements.
  - e. Plant overview screens.
  - f. Process overview screens.
  - g. Detail displays.
  - h. Trend displays.
  - i. PLC hardware/HMI status screen.
  - j. Alarm monitoring.
  - k. Report generation.
  - l. Configuration standards and conventions
10. Owner to accept system following successful Site Acceptance test.
11. Disconnect existing SCADA components that are being replaced in this project. Hand over hardware and software to Owner.

# Rockwell Automation Services Agreement

## Fixed Price

City of Broken Arrow  
Broken arrow, OK

**Date of Issue:** Wednesday, May 14, 2025  
**Quotation #:** 337905

**Presented to:**  
Donald Goforth  
City of Broken Arrow  
6670 S 361st ST  
Broken arrow, Ok 74014  
United States

**Proposed by:**  
Rich McElhannon  
Rexel USA, Inc.  
13655 E 61st St  
Broken Arrow, OK 74012-1118  
United States

*Rockwell Automation  
6601 Cascades Court  
Suite 130  
The Colony, Tx 75056  
United States*

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## Executive Summary

Rockwell Automation is providing robust, standardized, and reusable solutions that can be quickly leveraged within your enterprise. Our solutions are based on industry-tested and proven methodologies and technologies, providing World-Class service levels and significant business value to our clients. Our services help our clients reduce risk, increase productivity, and reduce cost across a broad range of facility operations.

To further understand what is contained in this proposal document, please refer to the detailed descriptions of each of the deliverables in the Statement of Work in Section 1 of this document and/or speak with your Rockwell Automation or Authorized Distributor representative.

TechConnect<sup>SM</sup>

Rockwell Automation's world-class phone and electronic technical support. Whether you need help installing, configuring and maintaining equipment and software, obtaining current software updates, diagnosing and fixing operating problems, or performing basic programming tasks, we deliver the tools and answers you need to get and keep your industrial automation systems up and running

## About Rockwell Automation

In providing our services we are committed to complying with safety regulations and to demonstrating the highest standard of occupational safety and health performance. This includes implementing and maintaining health and safety management systems based on OHSAS 18001, but of course will consider any local or corporate customer requirements. To drive continuous improvement, we establish annual corporate performance goals — which translate to local performance metric and activity-based objectives. Rockwell Automation excelled in global safety performance, as measured by Recordable Case Rate (0.27), remained best in class in 2023 when compared to the average private industry rate and with the average rate for electronic manufacturing peers.

Lastly, when you work with Rockwell Automation, you know you are partnering with an ethical, sustainable organization. Rockwell Automation is a recognized global leader in the area of ethics and compliance, having been named a World's Most Ethical Company 15 times and winning the BBB International Torch Award and American Business Ethics Award in recent years. Integrity is a core company value that is part of our strategic framework and is an integral part of the company's culture. Many of our accomplishments in the area of ethics, compliance, safety and sustainability are set forth in our latest Corporate Responsibility Report available [here](#).

Rockwell Automation has prepared the Statement of Work set forth in section 1 below for resale by its authorized distributor Rexel USA, Inc..

# 1 Rockwell Automation Statement of Work for Services

This Fixed Priced proposal is offered to Rexel USA, Inc. for fulfillment to City of Broken Arrow (“Customer”).

## 1.1 TechConnect<sup>SM</sup> Support Agreement

This TechConnect<sup>SM</sup> Support Agreement (“Agreement”) allows plants to be connected to Rockwell Automation's world-class phone and electronic technical support.

Rockwell Automation’s technical support team will provide assistance with installing, configuring and maintaining equipment and software, obtaining current software updates, diagnosing and fixing operating problems, or performing basic programming tasks.

### 1.1.1 Agreement Term

Agreement Coverage Period: 1 Year

### 1.1.2 TechConnect<sup>SM</sup> Support Levels

Product Family	Description	Support Level	Service Level
9800-DC24AUTOA	Automation Control Hardware	Product Support	24 x 7 x 365
9800-DC24HMICOM	HMI Software	Product Support	24 x 7 x 365

**Table 1: TechConnect<sup>SM</sup> Support Levels**

### 1.1.3 Product Coverage Details

Rockwell Automation will provide TechConnect<sup>SM</sup> Support coverage to Customer for the Rockwell Automation Product Families & software serial numbers listed below. Please ensure the following information is complete and includes any new “Software Maintenance” products you wish to add to this support agreement.

Hardware Type	No. Of Devices
Automation Control Hardware	4

Product Family & Software Serial Numbers	Description	Install Count
<b>9800-DC24HMICOM</b>	<b>HMI Software</b>	
9701-VWSCWAENE		3
2524070981	FT View Client Site Edition ESD S/W	1

The information contained in this document consists of technical, commercial and/or financial information, which is confidential and proprietary to Rockwell Automation, Inc. This information is furnished in confidence and with the understanding that it may not be disclosed to third parties or reproduced or used, in whole or in part, for any purpose other than evaluation of this document.

Product Family & Software Serial Numbers	Description	Install Count
2524072812	FT View Client Site Edition ESD S/W	1
2524072813	FT View Client Site Edition ESD S/W	1
9701-VWSS250AENE		2
2528014699	FT View Server SE 250 Display Lic s/w	1
2528014700	FT View Server SE 250 Display Lic s/w	1
9701-VWSTENE		1
2529040345	FT View Studio SE FT View Ent EN ESD S/W	1

Note: If changes to the TechConnect<sup>SM</sup> Support Product Coverage Details above are required, please contact your local Rockwell Automation sales office or Allen-Bradley<sup>®</sup> authorized distributor to request an updated proposal.

### 1.1.4 TechConnect<sup>SM</sup> Support Information

#### 1.1.4.1 Definitions of Common Terms Used in Services

**Technical Phone Support:** Rockwell Automation phone support provides technical assistance for installation, configuration, troubleshooting, diagnosis, basic instruction programming and best practice recommendations. With an unlimited phone support agreement, Customer can call as often as needed throughout the term of your Agreement. Standard hours of coverage are 8:00 AM to 5:00 PM Monday – Friday (based on your local calling time; Rockwell Automation observed holidays excluded). Information on Rockwell Automation observed holidays can be found via the Knowledgebase in article #QA33258 ([https://rockwellautomation.custhelp.com/app/answers/answer\\_view/a\\_id/819086/redirect](https://rockwellautomation.custhelp.com/app/answers/answer_view/a_id/819086/redirect)).

**Case Handling:** Rockwell Automation handles cases that require further investigation as a priority with automatic escalation procedures, and call Customer back to provide a progress update if an answer is not immediately available.

**Case Resolution Follow-up:** For cases where Rockwell Automation could not confirm resolution on the initial call, Customer will receive a proactive follow-up within one business day (target response) to confirm that the problem was resolved or continue troubleshooting, if necessary.

#### 1.1.4.2 Product Families

Rockwell Automation groups products into product families, making it simpler to deliver integrated support for hardware and software, including older and discontinued products. The lists available at the following link are not comprehensive; however, they illustrate how products are classified.

**TECHCONNECT<sup>SM</sup> PRODUCT FAMILY COVERAGE**

[http://literature.rockwellautomation.com/idc/groups/literature/documents/sp/gmsc-sp021\\_-en-p.pdf](http://literature.rockwellautomation.com/idc/groups/literature/documents/sp/gmsc-sp021_-en-p.pdf)

### 1.1.5 Changes to Agreement

#### 1.1.5.1 Updates to Supported Software Installed Base

Support included with new Licenses purchased during the agreement term are not covered by this scope of work. Each new software purchase includes an independent support contract which may be co-termed

with your TechConnect anniversary date. Renewal of these purchases will occur in the Rockwell Automation commerce portal as a separate agreement.

Please work with your Rockwell Automation Customer Success Manager during each TechConnect renewal to consolidate and extend existing contracts to your next TechConnect renewal date.

#### 1.1.5.2 Upgrade Options

Updates to existing TechConnect<sup>SM</sup> Support Agreement and/or upgrades must be custom quoted by Rockwell Automation. Customer has the following upgrade options:

**Coverage Level:** Product and System Support agreements can be upgraded to 24x7x365 coverage (e.g., 8:00AM – 5:00PM to 24x7x365), which provides the option to call at any time, including weekends and holidays.

**Support Level:** Customer may upgrade support levels (e.g., Product Support to System Support) during the term of an existing agreement.

#### 1.1.5.3 Changes to Scope

Contact your local Rockwell Automation sales representative if any adjustments are required during Agreement term, such as:

- Adding or removing a site from support
- Moving supported equipment and software to another supported facility
- Closing a plant and selling to another entity

#### 1.1.5.4 Reinstatement Policy

If Customer does not renew their contract until after the expiration date of the contract, the Customer has the following options to reinstate their support:

- a. If an agreement is not renewed on time and it has been less than 12 months since expiration, the renewed agreement will be backdated to the original expected start date and a 10% fee<sup>1</sup> will be added to the cost of the renewal.
- b. If an agreement is not renewed on time and it has been longer than 12 months since expiration, the support agreement will be priced as a new agreement with current price levels and any previous discounts will not be applied.
- c. For software packages that are removed from support and later reinstated, often referred to as “frozen” and “unfrozen,” a 30% premium will be applied to each piece of software which carries a fee for maintenance as part of the TechConnect<sup>SM</sup> program.

**Note:** There is a grace period of 10 days after the date of the Agreement expiration during which Customer can still access support. If Customer renews after the expiration date of the Agreement, the policy above applies regardless of this grace period.

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<sup>1</sup> If Customer's TechConnect<sup>SM</sup> Support Agreement has never included support for the product family in question, then the commercial “waive reinstatement” program applies for the respective packages.

## 1.2 Customer Responsibilities

### 1.2.1 Single Point of Contact

Customer to appoint a representative responsible for communicating and explaining support program entitlements and methods of obtaining support. This includes verification of supported software licensees, reviewing all available software upgrades and revisions for Customer with Rockwell Automation Technical Support, and delivery of Welcome Kit materials to potential users of support.

**Utilize Welcome Kit details.** Always use the phone number and authorization number provided in the Welcome Kit to ensure the quickest response time.

### 1.2.2 Maintenance, Electrical, and Operations Staff

When applicable, Customer will provide dedicated and available appropriate personnel knowledgeable in the process, operation, control system, and facility layout to assist Rockwell Automation personnel during onsite visits. They will remain onsite and available as necessary for project and/or safety reasons.

### 1.2.3 System Maintenance and Use

Customer is responsible for (i) the overall performance and overall design of the machine or manufacturing system, including safety features failure modes; (ii) properly using, calibrating, operating, monitoring and maintaining the products and system consistent with all Rockwell Automation or third-party provided instructions, warnings, recommendations, and product and system documentation; (iii) ensuring that properly trained personnel use, operate and maintain the products and system at all times; (iv) staying informed of product updates and alerts and implementing all updates and fixes; (v) notifying Rockwell Automation of any problems with the products or system; and (vi) all other factors affecting the products or system that are outside of the direct control of Rockwell Automation.

### 1.2.4 Access to the System

Customer will make the applicable processes and/or systems available to Rockwell Automation personnel during the mutually agreed upon schedule for services and equipment implementation as described in this Statement of Work.

## 1.3 Assumptions, Clarifications and Exceptions

The following assumptions, clarifications and exceptions have been made by Rockwell Automation in the development of this Statement of Work:

Reference	Assumptions (A), Clarifications (C) and Exceptions (E)
A1	<b>Safety.</b> All aspects of mechanical, electrical, and process safety are responsibilities of Customer.
A2	<b>Installation.</b> If applicable, all mechanical and electrical installation is to be provided and managed by Customer and their selected Contractor.
C1	<b>Quotation Scope.</b> Any elements not explicitly outlined within this Statement of Work are not included in the deliverables for this Rockwell Automation Services Agreement.



C2	<b>Documentation.</b> All project and system documentation will be in English and furnished in electronic format unless otherwise stated. Translation into other languages is not included in this Statement of Work.
C3	<b>RoHS.</b> Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.
C4	<b>Existing Devices.</b> Customer represents that any existing operator, machine-mounted, or field devices that are in use or are to be reused are in good working order and will be repaired or replaced by Customer when required. Repair and/or replacement of damaged devices is not included in Rockwell Automation's Statement of Work.
C5	<b>Documented Change Request (DCR) Process.</b> Changes to this scope of work requested by Customer throughout the duration of the Support Agreement will be identified and communicated through project management at Rockwell Automation. Estimates for the material costs, labor, and schedule impacts will be prepared when a change in scope is identified. Refer to the Rockwell Automation Changes provision for additional terms.
C6	<b>Customer Specific Requirements.</b> This proposal does not include Customer specific requirements or onsite activities such as Customer or site specific safety training, background checks, health-related testing or vaccinations, international work visas, and copies of expense receipts. Rockwell Automation must be made aware of any such requirements prior to contract award. Costs for associated time and expenses incurred while complying with such requirements will be at Customer expense.
C7	<b>Infectious Disease Planning.</b> Rockwell Automation is committed to health, safety, and doing all we can to maintain a high level of service for our customers. We are committed to communicating with you about the impact that an infectious disease and any related governmental restrictions may have on the deployment of our personnel and delivery of the project and truly appreciate your cooperation and understanding. In submitting any purchase order, you acknowledge and agree that Rockwell Automation will be excused from performance, or delay in performance, of its obligations under this purchase order, regardless of whether a contract is currently in place governing the parties' relationship, to the extent that Rockwell Automation is unable to perform such obligations due to the effects of a known infectious disease affecting Rockwell Automation and/or third parties, including, without limitation, logistics and materials suppliers.
C8	<b>On-site Working Hours.</b> Rockwell Automation Standard working hours may differ by country. Contact your local Rockwell Automation Distributor or Sales Office to obtain current local standard working hours.
C9	<b>Stand-by time</b> is defined as time spent on-site waiting for completion of customer activities. This includes, but is not limited to, waiting for correction of construction, installation, and wiring or piping errors, and other delays beyond the control of, or not within, Rockwell Automation's specific responsibilities. Stand by time will be invoiced separately at applicable time and expense rates.
C10	<b>Work Site Safety.</b> Customer is responsible for assuring a safe and secure work environment, compliant with relevant local, state, provincial, and nationally recognized standards and regulations, for work at the site.
C11	<b>Safety and Substance Abuse.</b> Rockwell Automation will comply with its own Substance Abuse Policy which meets the intent of the DRUG FREE WORKPLACE Act and all other legal requirements regarding drug testing. A copy of this policy can be supplied upon request.
C12	<b>Ethics and Compliance.</b> All of Rockwell Automation's employees and every person who performs work for, or on behalf of Rockwell Automation are treated with respect and dignity. Rockwell Automation has a no-tolerance policy for discrimination, harassment, and zero tolerance for workplace violence and weapons. Please see the PartnerNetwork Code of Conduct and the Rockwell Automation Global Policy People for further details. <a href="https://www.rockwellautomation.com/en-us/company/about-us/sustainability/ethics-compliance.html">https://www.rockwellautomation.com/en-us/company/about-us/sustainability/ethics-compliance.html</a> .

The information contained in this document consists of technical, commercial and/or financial information, which is confidential and proprietary to Rockwell Automation, Inc. This information is furnished in confidence and with the understanding that it may not be disclosed to third parties or reproduced or used, in whole or in part, for any purpose other than evaluation of this document.



C13	<p><b>Third Party Software.</b> This Statement of Work may include third party software that is subject to third party license terms ("Third Party Software"). Customer's right to use such Third Party Software as part of or in connection with the Work is subject to any applicable acknowledgements and license terms accompanying such Third Party Software contained therein. If there is a conflict between the licensing terms of such Third Party Software and this Statement of Work, the licensing terms of the Third Party Software shall prevail in connection with the related Third Party Software.</p>
C14	<p><b>Information Security Standards</b> In the performance of all Work pursuant to this Agreement and Statement of Work, Customer and Rockwell Automation will comply with the following standards and practices:</p> <p><b>Data Transmission</b> Customer agrees that all transmission or exchange of sensitive data with Rockwell Automation shall take place using secure, industry acceptable, standards (e.g., password-protected, using a complex password; encrypted WinZip sent via e-mail, or, for large files, an encrypted file transfer service; physical media such as paper/DVD sent securely; or another equally secure means of transport). If Customer requires Rockwell Automation to use Customer specified system, the security of the data in transit and at rest once sent from Rockwell Automation is Customer's sole responsibility.</p> <p><b>Customer-Provided Hard Disk</b> If Rockwell Automation personnel are required to use Customer provided hard disks, Customer agrees to provide the hard disk with designated backup and recovery processes and in encrypted form, using commercially supported or industry standard open-source encryption solutions. The Customer must use commercially reasonable efforts to prevent the Customer-provided hard disk from introducing any malicious software into Rockwell Automation's systems. These efforts shall include, but are not limited to, the use of anti-virus and/or anti-malware and the regular deployment of security patches to remediate any vulnerabilities.</p> <p><b>Remote Access</b> Remote access by Rockwell Automation's personnel into Customer's control system(s) must be accomplished in accordance with either Customer or Rockwell Automation procedures, whichever is more stringent. If Customer requires Rockwell Automation personnel to use Customer-specified procedures, the security of the connection/session is Customer's sole responsibility, and Customer is solely responsible for logging activities of all users accessing the Customer's system.</p>
C15	<p><b>Cybersecurity for Solutions.</b> Sub-contractors and/or third-party vendors will follow any applicable industry best practices and/or guidelines for cybersecurity and data protection with regard to IEC 62443 2-4.</p>
C16	<p><b>Personal Data.</b> To the extent Rockwell Automation processes personal data in the performance of the services under this Statement of Work, such processing of personal data will be conducted in accordance with the Data Processing Addendum ("DPA") available at <a href="https://www.rockwellautomation.com/en-us/company/about-us/legal-notices/data-processing-addendum.html">https://www.rockwellautomation.com/en-us/company/about-us/legal-notices/data-processing-addendum.html</a>.</p>
C17	<p><b>Customer Information.</b> Rockwell Automation will share with its authorized distributor or partner of record Customer Data collected under this Agreement pursuant to the terms herein and the Rockwell Automation Privacy and Cookies Policy located at <a href="https://www.rockwellautomation.com/en-us/company/about-us/legal-notices/privacy-and-cookies-policy.html">https://www.rockwellautomation.com/en-us/company/about-us/legal-notices/privacy-and-cookies-policy.html</a>.</p>
C18	<p><b>Customer Success Publication.</b> Sharing customer success stories helps position customers as leaders among companies pursuing excellence in their industrial operations. Customer agrees that Rockwell Automation can reference and disclose Customer's name and logo in internal and external marketing materials and will share only the solutions and services purchased, Customer industry, location, and general results through a customer success story. Rockwell Automation will make no claims that Customer endorses the product or solution, and the success story will be used for marketing purposes only.</p>

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**Print Date:** 3/6/2026  
**Bid Date:** 3/6/2026  
**Proposal Expiration Date:** 5/6/2026

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Proposal Number: OPP002567  
OK-BROKEN ARROW-TELEMETRY AND SCADA-SCADA PLC  
UPGRADE

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## PROPOSAL

### **Submitted To**

Broken Arrow, City of  
Brandy Parks  
P. O. Box 610  
Broken Arrow, OK, 74012

### **Submitted By**

Luke Dixon  
Haynes Equipment Co.  
121 NW 132nd St.  
Oklahoma City, OK 73114

121 NW 132nd, Oklahoma City, OK 73114 | Phone: (405) 755-1357 | Fax: (405) 755-6493  
Email: [info@haynes-equipment.com](mailto:info@haynes-equipment.com) | [www.haynes-equipment.com](http://www.haynes-equipment.com)

Terms and Conditions-Haynes Equipment (A Vessco Partner)



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## Price Summary

All:  
Haynes Equipment Company is pleased to offer the following equipment pricing for your consideration on the above referenced project:

<b>Bid Item</b>	<b>1</b>	<b>Total Selling</b>	<b><u>\$35,136.00</u></b>
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<b>Spec Section</b>	<b>Manufacturer</b>	<b>Description</b>
ITEM		PLC Components

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<b>Bid Item</b>	<b>2</b>	<b>Total Selling</b>	<b><u>\$52,442.00</u></b>
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<b>Spec Section</b>	<b>Manufacturer</b>	<b>Description</b>
ITEM		Servers and Workstations

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Please refer to the attached Proposal Notes and Scope of Supply letter for a detailed description of the equipment we are offering.

Thank you for considering our proposal.

Respectfully submitted,  
Haynes Equipment Co.  
Luke Dixon



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## **PROPOSAL NOTES**

Price Includes: Freight to the jobsite, Installation of PLC Components and Programming, Equipment as noted and Startup.

Items Not Included: Tax, anything else not specifically listed.

Estimated Delivery: 6-8 Weeks

Price valid 60 days from proposal date

The following Standard Terms and Conditions apply:  
[www.haynes-equipment.com/Master-TCs](http://www.haynes-equipment.com/Master-TCs)

END OF NOTES



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UPGRADE

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## Scope of Supply

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**Bid Item:** 1  
**Spec Section** ITEM

- (4) Allen Bradley, ControlLogix CPUs
  - (Lot) Installation
  - (Lot) Programming
  - (1) Trip to site
- 

**Bid Item:** 2  
**Spec Section** ITEM

- (Lot) Software Installation
- (Lot) Software Programming
- (3) Trips to Site

END OF SCOPE