# 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 15, 2026**

**Council Chambers**
**220 South 1st Street**
**Broken Arrow, OK**

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

**1. Call to Order**

**2. Roll Call**

**3. Consideration of Consent Agenda**

| | | |
|---|---|---|
| **A.** | 26-35 | Approval of the Broken Arrow Municipal Authority Meeting Minutes of June 1, 2026 |
| **B.** | 26-963 | Approval of the Special Joint Meeting (Budget Workshop) minutes of May 12, 2026 |
| **C.** | 26-833 | Approval of and authorization to execute a second renewal agreement with Addco Electric, Inc. for electrical services |
| **D.** | 26-954 | Approval of and authorization to execute the second renewal for Medical Oxygen and Industrial Gas to American Medical Gas |
| **E.** | 26-883 | Approval of and authorization to execute an integrated supply agreement Renewal No. 3 by and between Genuine Parts Company d/b/a NAPA Auto Parts and the Broken Arrow Municipal Authority pursuant to the Sourcewell Cooperative Purchasing contract (formerly NJPA) number 110520-GPC |
| **F.** | 26-793 | Approval of and authorization to execute second year of a 2-Year Geographic Information Services (GIS) Services Agreement for Managed GIS Services (ArcGIS Enterprise Administration) from Cloudpoint Geospatial |
| **G.** | 26-828 | Approval of and authorization to execute the first renewal to Graham Mechanical HVAC LLC as the vendor for HVAC services under $2,500 |

| | | |
|---|---|---|
| **H.** | 26-863 | Approval of and authorization to execute the Professional Services Agreement with HDR Engineering, Inc. for 2026-2027 Verdigris River Water Treatment Plant On-Call Services |
| **I.** | 26-898 | Approval of and authorization to execute Amendment No. 1 to the Professional Consultant Agreement with Holloway, Updike and Bellen, Inc. for the Sanitary Sewer Lift Station Condition Assessment |
| **J.** | 26-853 | Approval of and authorization to execute a renewal agreement with Infinity Fire for Fire Monitoring Services |
| **K.** | 26-949 | Approval of and authorization to execute renewal of LarMar Industries for Generator Service and Repair |
| **L.** | 26-960 | Approval of and authorization to execute the Professional Services Agreement with RJN Group, INC. for 2026-2027 Permanent Flow Monitoring |
| **M.** | 26-824 | Approval of and authorization to execute the second renewal for Wrecker Service to Storey Wrecker and 918 Wrecker Service to be rotated at the first of each month |
| **N.** | 26-957 | Notification of City Manager's and Assistant City Manager's execution of Professional Consultant Agreements and Amendments to an Agreement, as well as public Construction Contracts not subject to the Competitive Bid Act, with a Contract value of $50,000.00 or less |
| **O.** | 26-947 | Approval of and authorization to execute the purchase of Feed Pump Assemblies from OMNIA Partners Cooperative Contract |
| **P.** | 26-919 | Award the most advantageous bid to Apac-Central, Inc., as primary with Greenhill Materials, and Anchor Stone Company as back-up vendors, for purchase of Aggregate as needed |
| **Q.** | 26-925 | Award the most advantageous bid to Apac-Central, Inc. and Ellsworth Construction and as the primary vendors, and award Millennial Asphalt as a back-up vendor for asphalt as needed |
| **R.** | 26-835 | Approval of and authorization to award the most advantageous bid to Bartec Municipal Technologies for the Request for Proposal for Solid Waste & Recycling Business Management Software RFP 25.141 |
| **S.** | 26-946 | Award the most advantageous bid to Green Acre Sod Farms for purchase of Bermuda Sod on an as-needed basis |
| **T.** | 26-926 | Award the most advantageous bid to Greenhill Concrete as the primary vendor and award NexLevel Redi Mix as backup vendor for Concrete as needed |

**U.** 26-861 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. 26.151

**V.** 26-930 Award the most advantageous bid to Termax Pest Control for Pest Control Services for the various City owned facilities

**W.** 26-900 Acceptance of and authorization to accept the Change Order #1 for the South Park South Relief Line & Houston St Trenchless sanitary sewer rehabilitation (22600538)

**X.** 26-882 Ratify the approval of and authorization to execute Change Order #1 with Crossland Heavy Contractors for the Verdigris River WTP Raw Water Pump Station Improvements (2454140)

**Y.** 26-874 Ratification of the Claims List Check Register Dated June 08, 2026

**4. Consideration of Items Removed from Consent Agenda**

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

**6. General Authority Business**

**A.** 26-842 Consideration, discussion, and possible approval of the proposed Fiscal Year 2027 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**

**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 #:** 26-35, **Version:** 1

**Broken Arrow Municipal Authority**
**Meeting of: 06.15.226**

**Title:**
Approval of the Broken Arrow Municipal Authority Meeting Minutes of June 1, 2026

**Background:**
Minutes recorded for the Broken Arrow Municipal Authority Meeting.

**Cost:** None

**Funding Source:** None

**Requested By:** City Clerk's Office

**Approved By:** City Manager's Office

**Attachments:** **June 1, 2026 BAMA Minutes**

**Recommendation:**
Approve the minutes of the June 1, 2026 Broken Arrow Municipal Authority Meeting.

# City of Broken Arrow

# Broken Arrow Municipal Authority

# Minutes

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**

**Tuesday, June 01, 2026** **Council Chambers**

## 1. Call to Order

Chairperson Debra Wimpee called the meeting to order at 8:27 p.m.

## 2. Roll Call

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

## 3. Consideration of Consent Agenda

**A. 26-32** **Approval of the Broken Arrow Municipal Authority Meeting Minutes of May 19, 2026**

**B. 26-683** **Acknowledgement of submittal of the Broken Arrow Municipal Authority's Solid Waste and Recycling Report for April 2026Consultant Services with Cowan Group Engineering, LLC for Elm Creek Trunk Line Improvements (Project No. S.1606)**

**C. 26-779** **Acknowledgement of submittal of the Broken Arrow Municipal Authority's Water Supply Report for the month of April 2026**

**D. 26-781** **Acknowledgement of submittal of the Broken Arrow Municipal Authority's Wastewater Discharge Monitoring Report for the month of April 2026**

**E. 26-762** **Approval of Resolution No. 1749, a Resolution authorizing the execution of an Agreement for the purchase of real property by and between the Broken Arrow Municipal Authority and the Oklahoma Turnpike Authority for the purchase of property generally located east of South Elm Place and north of the Creek Turnpike in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 35, Township 18 North, Range 14 East, Tulsa County, Oklahoma, and authorization of payment in the amount of $189,100.00 to effect the purchase thereof**

**F. 26-682** **Approval of the Waste Management landfill refuse tipping fee rate of $29.17 per ton and the wastewater treatment plant sludge tipping fee rate of $38.11 per ton plus the applicable Oklahoma Department of Environmental Quality fee**

**H. 26-756** **Ratify the approval of and authorization to execute Change Order #1 with Crossland Heavy Contractors for the Verdigris River WTP Raw Water Pump Station Improvements Project (2454140)**

**I. 26-763** **Notification of City Manager's and Assistant City Manager's execution of Professional Consultant Agreements and Amendments to an Agreement, as well as public Construction Contracts not subject to the Competitive Bid Act, with a Contract value of $50,000.00 or less**

**J. 26-777** **Ratification of the Claims List Check Register Dated May 26, 2026**

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
**Move to Approve the Consent Agenda**
The motion carried by the following vote:
**Aye: 4 -** Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

**4. Consideration of Items Removed from Consent Agenda - NONE**

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

**6. General Authority Business - NONE**

**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 8:28 p.m.

MOTION: A motion was made by Johnnie Parks seconded by Lisa Ford
**Move to Adjourn**
The motion carried by the following vote:
**Aye: 4 -** Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

_____ _____
Chairperson Secretary

# City of Broken Arrow

## Request for Action

**File #:** 26-963, **Version:** 1

**Broken Arrow Municipal Authority**
**Meeting of: June 15, 2026**

**Title:**
**Approval of the Special Joint Meeting (Budget Workshop) minutes of May 12, 2026**

**Background:**
Minutes recorded for the Budget Workshop Meeting.

**Cost:** Approximately $190

**Funding Source:** City Clerk's Operational Fund

**Requested By:** City Clerk's Office

**Approved By:** City Manager's Office

**Attachments:** **May 12, 2026, Special Joint Meeting Minutes.**

**Recommendation:**
May 12, 2026, Special Joint Meeting Minutes.

# City of Broken Arrow
# City Council
# Special Joint Meeting
# Minutes

City Hall
220 S. 1st Street
Broken Arrow Ok
74012

**Mayor Debra Wimpee**
**Vice Mayor Johnnie Parks**
**Council Member Lisa Ford**
**Council Member Justin Green**
**Council Member David Pickel**

**Tuesday May 12, 2026** **Council Chambers**

**1. Call to Order**

Mayor Debra Wimpee called the meeting to order at 4:00 p.m**.**

**2. Invocation**

Tom Cook led the Invocation.

**3. Roll Call**

**4. Roll Call**

**Present: 5 -** David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee, Justin Green.
It was noted for the record that Council Member Justin Green arrived at 4:12 p.m.

**5. Pledge of Allegiance to the Flag**

Council Member David Pickel led the Pledge of Allegiance.

**6. General Council Business**

**A. 26-660 Presentation, discussion, and possible direction regarding the revenues, expenditures and budgets of the City of Broken Arrow, Broken Arrow Municipal Authority, and the Broken Arrow Economic Development Authority, the proposed Fiscal Year 2027 Budgets and Financial Plans for the General Fund, Broken Arrow Municipal Authority, Broken Arrow Economic Development Authority and other funds of the City of Broken Arrow**

City Manager Micheal Spurgeon welcomed Council and staff, provided an outline of the meeting's purpose, and noted that the budget strategy over the last decade has been to focus the City's expenditures around five or six areas including public safety services and the community's overall well-being, economic development focusing on growth and development within the community of Broken Arrow, innovative municipal government operations, fiscal sustainability and strategic public investment, and transparency and communication with citizens.

Mr. Spurgeon went on to list the number of staff employed by the City of Broken Arrow, 915 full-time, 12 part-time, and 97 seasonal employees. Personnel costs make up the largest share of operating budgets at 68.5% of the general fund. The proposed FY27 budget is just over $487 million dollars, which not only includes personnel costs, but consists of capital improvement projects approved by citizens and Council.

Council Member Justin Green arrived at 4:12PM.

Mr. Spurgeon then spoke more about economic development opportunities within Broken Arrow and future potential projects such as Highway 51 corridor, to encourage manufacturing and industrial business. He also noted that the Tourism Board's decision, along with Council's support regarding film incentives, has and will continue to pay dividends, and expects more opportunities involving films and film festivals in Broken Arrow in the future.

City Manager Michael Spurgeon informed Council that included in the Sales Tax Capital Improvement Fund (STCI), there is $150,000 allotted to conduct an airport feasibility study to determine cost and potential revenue generation from such a project. Mayor Wimpee inquired if there has ever been an airport feasibility study in the past, and Assistant City Manager Kenny Schwab informed Council that an airport feasibility study had been conducted in the late 1980s. Vice Mayor Johnnie Parks indicated that the sooner the better regarding this type of project.

Mr. Spurgeon indicated that this type of project would likely be to the East, and that a study is necessary if it is thought this may be a project to consider.

Mr. Spurgeon provided specifics on the Broken Arrow Municipal Authority (BAMA), stating there are 295 full-time staff and 3 part-time staff. He recommended not to increase staff currently and reorganize some staff within the Authority with additional recommendations coming in July 2026.

The next item Mr. Spurgeon discussed was the need for a feasibility study for both a transfer station and a green waste disposal site. Current practice is to transport green waste to the west side of Tulsa County resulting in very high operational cost. Results of the studies will be provided to Council/BAMA in FY27.

City Manager Michael Spurgeon then completed his executive summary of the proposed budget.

The municipal budget is a policy document, a financial plan, an operational guide, as well as a tool to communicate to the public. The budget serves as a blueprint for the following purposes. To review and confirm the priorities of local government. They determine service levels based on those priorities and sustainable resources available and thoroughly plan our program of work for the implementation within the operations over the fiscal year. All the departments work within the budgets the council members approve, and work to make sure we provide those services of the five areas discussed earlier which are the main areas of our responsibility.

Mr. Spurgeon stated that for budgeting and financial reporting, the City follows a fiscal year from July 1 through June 30 and reviewed the City's FY27 budget book contents. City Manager provided the current sales tax rates for Tulsa County - 8.417%, and Wagoner County - 9.60%. Next, he continued stating that sales tax has been trending flat, and that inflation and continued supply chain availability are continued challenges, and the continued over-dependence on sales tax. Mr. Spurgeon provided a graph displaying the FY26 sales tax breakdown by month.

Mr. Spurgeon informed Council that the proposed FY27 Municipal Budget is $487,039,418 for the entire organization with the following breakdown of expenses: operational expenses are marked as $194,629,027 with a 7.4% increase over the previous year of $181,147,810. The capital outlay is marked for $242,723,658, a 5.2% increase over previous year of $230,759,433. Debt Service is presented with $49,686,733, an 18.04% increase over the previous year. Finance Director Cindy Arnold provided details regarding Debt Service including GO Bonds, OWRB loan, Hackberry loan, the amphitheater loan.

City Manager Michael Spurgeon reviewed the FY27 City of Broken Arrow total workforce of 1,024, composed of 915 full-time employees and 109 part-time and seasonal employees. He went to note the FY 2027 General Fund be $158,527,205 to include expenditures, transfers out, ending fund balance, and that the FY26 General Fund balance is $153,662,215. This proposed general fund is an overall increase of 3.17%. Total Revenues for FY 2027 including transfers totals $124,141,256. The City Manager and staff project sales tax at 1.5% over estimated actuals based on historical data.

Finance Director Cindy Arnold explained the data points within the General Fund Operational expenses.

Vice Mayor Johnnie Parks asked the City Manager about additional safeguards for water resources for current and future residents of Broken Arrow. Assistant City Manager Kenny Schwab responded with details on current projects and agreed water resources are important to the city. Mr. Spurgeon assured the council members as to future planning the city staff are doing to protect future interests in water and sewers in Broken Arrow.

Mayor Wimpee asked for additional information on the legal departments and salary ranges for government employees. Finance Director Cindy Arnold answered the question with details on payments and the rate increases.

Mr. Spurgeon moved to the next item, vehicle replacement recommendations. He discussed adopting a policy for vehicle replacements approved by the council to help justify the $2,651,000 budget.

Next, Mr. Spurgeon detailed the Sales Tax Capital Improvement Fund (STCI). The STCI will generate $10,783,868 in revenue in fiscal year 2027. Other highlights include a downtown sound system for $200,000, a new municipal services building for $28 Million, repairs to the Bass Pro Shop parking lot for $500,000, the airport feasibility study for $150,000, and an upgrade to the agenda management software for $150,000.

City Clerk Curtis Green provided details regarding the need for a new agenda software management system for the city which will update and provide additional capabilities to the

city. Mr. Green advised that the City would release a Request for Proposals (RFP) for the software in the summer of 2026.

Mr. Spurgeon listed that the total STCI with rollover money from previous years is $49,114,892. A full list of the items could be found in the workbook. He went on to talk about the street sales tax fund with estimated revenue growth to $5,591,833. The Police Sales tax fund is $41,737,115 in total revenues. Fire sales tax fund totals $37,262,691 in revenues.

Human Resources Director Kelly Cox presented an overview of the department and presented their budget for FY 2027. She noted that 66% of the budget is dedicated to salary and benefits. Other additional spending includes training & development at 17%, internal Systems at 13% and recruitments & onboarding at 12%. Strategic priorities include providing services to the City of Broken Arrow employees. She then detailed the demographic information of applicants to the City of Broken Arrow as well as other details of the workforce.

Next, Community Development Director Rocky Henkel addressed the meeting with the departmental budget breakdown, responsibilities of the department including highlights on building permit, valuations, and inspection reporting. They are also responsible for code enforcement, farmers markets, and 40 annual special events. Vice Mayor Parks remarked at the development on housing outside of boundaries of Broken Arrow.

Solid Waste and Recycling Director Jerry Schuber began by noting that the department has over 40,000 customers. He listed additional highlights of projects started by the department including an app, and an AI powered Customer Service telephone service to answer questions at any time of day. Changes to a service day program within the solid waste department was detailed aligning it to industry standards. Additional internal programs included coaching for supervisory staff allowing for better group cohesion. He highlighted a plan to encourage recycling and better recycling standards, including a gold lid for recycling bins for those who are exemplary recyclers.

Mr. Schuber provided more details about the need for transfer station needs and the positive impact it would have for the community. Additionally, he discussed the benefit of the feasibility study regarding green waste and answered questions related to green waste and side-load trucks from Council.

City Manager Michael Spurgeon advised that the schedule to take a break before reviewing the Broken Arrow Municipal Authority (BAMA) FY27 Budget.

MOTION: A motion was entered by Justin Green and seconded by Lisa Ford.

**Motion to recess the special meeting for 30 minutes.**
The motion carried the following vote:
**Aye: 5 -** David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

The meeting was held in recess at 5:37pm.

At 6:07 PM, a motion was called to reconvene the meeting.

MOTION: A motion was entered by Vice Mayor Johnnie Parks, seconded by Lisa Ford.

**Motion to reconvene the Special Joint Meeting of the City Council after recess.**
The Motion carried the following vote:
**Aye: 5 -** David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

Mr. Spurgeon introduced members of his staff to the group to reconvene the meeting after the break. Engineering and Construction Director Charlie Bright and Finance Director Cindy Arnold introduced staff members in attendance.

City Manager Michael Spurgeon advised that Assistant City Manager Kenny Scwab would present the Broken Arrow Municipal Authority (BAMA) budget to Council. Mr. Schwab reviewed the departments that compose BAMA Public Works, including IT, City Manager, Finance, General Government, Solid Waste and Recycling, Maintenance Services, Engineering/Construction, Streets/Stormwater, and Utilities departments. The FY27 BAMA Budget expenditures are projected to be $187,714,873 with a 5.91% increase over last year's budget. Mr. Schwab discussed the importance of reserves for emergency situations. Additionally, he spoke about highlights that include a plan that include $5 Million dollar in "pay as you go" capital, OWRB (Oklahoma Water Resource Board) Project of over $26 million, existing OWRB projects at over $44 million with a total of OWRB project at $71,639, 461.

Mr. Schwab provided details regarding budget expenditures related to personnel services in the amount of $28,819,025, other services at $23,566,125, materials $8,679,200, totaling

$61,064,250. He also mentioned is the debt Service at $18,319,910 and transfers out of $25,453,000. Mr. Schwab provided details regarding Pay as you go Capital which includes street sweeper, mini excavator, mini track loaders, backhoes, and wastewater blower replacements, all hitting over six figures in price.

Detailing the Clean Water Loan Program, Mr. Schwab provided an overview of seven different wastewater projects with a total cost of $24,244,000.00. Safe Drinking Water Loan Program encompasses six different projects for a total of 2,610,000.00.

Finance Director Cindy Arnold reviewed the final slide which included details regarding General Obligation (GO) Bonds for FY27. In 2018 the voters approved $210 million dollars. This ten-year bond is ending in 2026 with 18 million going into big projects like construction for the widening of Houston Street, rehab and resurfacing of residential streets. Also in this section are storm water improvements for Arrowwood Estates, Lancaster Park, Tiger Creek for a total of $2,440,000.

City Manager Michael Spurgeon then went on to detail the General Obligation Bond Projects, noting there are $86.5 million in current 2011, 2014, and 2018 GO Bond projects. He went on to say that the Proposed FY27 budget includes 2018 GO Bond Sale of 18,775,000. In which the last sale of the 2018 $210 million bond authorization.

Engineering and Construction Director Charlie Bright provided an overview of the proposed 2026 General Obligation Bond sale schedule. He indicated that many hours of planning and review from the whole team went into developing this draft schedule. He also noted that obstacles in different parts of the bond sale timeline affects the overall timeline. Focusing on the first 3-4 years, they have established a draft priority list for funding and construction. Year 1 – 2 is proposed to focus on construction in the Rose District Plaza. Additional improvements to the Washington and 1st Street intersection, Main Street improvements in conjunction with the new municipal building are focused on years one and two. Following these, more improvements to the Tucson and Olive intersection, the Omaha street widening, and New Orleans Street widening are slated for the following year. After further highlights, Mr. Bright offered to answer additional questions on the bond sale schedule and project planning.

Mr. Spurgeon then urged the City Council to set up a separate meeting to delve into the details of the bond sale and the projects they fund.

Streets and Stormwater Director Tim Wilson presented the proposed Street Maintenance Program for FY 2027. A special revenue fund is a special fund to maintain city streets, sidewalks, and stormwater improvements. GIS street inventory total 1661 lane miles with a breakdown of those street as 23% concrete and 77% as asphalt. He went on to detail Pavement Condition Index (PCI) of the roads with all being between the mid to low 60s. Mr. Wilson would like to see that PCI level increase to 70 with a cost of $13,000,000. The recent PCI assessment is ranked in the "Good" category. He then detailed additional preventive maintenance the department provides and the roads where that maintenance is currently underway. Mr. Wilson provided an overview of the criteria for project prioritization. Lastly, he highlighted projects and costs for detailed in the FY27 budget.

Finance Director Cindy Arnold presented the Manual of Fees. The Manual compiles fees and costs for development, license and registration of various occupations and establishments, utilities, parks and recreation facilities, Fire department fees, including charges for Emergency medical Services, and Various copying and search charges. Compilation of the Manual was designed to maximize transparency and provide a single reference source for citizens and those transacting business with the City of Broken Arrow. Changes to the manual include Community center fees for non-residents. Discussion on usage and profit margins was had between Mr. Spurgeon and Council Member Green.

Next, Ms. Arnold covered additional changes to the Manual of Fees providing information related to fees related to services provided through the City.

Mr. Spurgeon then presented the total budget of $487,039,418.

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
**Move to Adjourn**
The motion carried by the following vote:

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

**7. Adjournment**

_____ _____

**Mayor** **City Clerk**

# City of Broken Arrow

## Request for Action

**File #:** 26-833, **Version:** 1

**Broken Arrow Municipal Authority**
**Meeting of: 06-15-2026**

**Title:**
Approval of and authorization to execute a second renewal agreement with Addco Electric, Inc. for electrical services

**Background:**
To improve service while decreasing costs, the Maintenance Services Department is recommending the first renewal of the agreement with Addco Electric, Inc. for electrical services, under the terms of the original bid which allows for annual renewals. This renewal will cover the period of July 1, 2026, through June 30, 2027.

The original quotation package was solicited by the Purchasing Division to four (4) vendors, with the City of Broken Arrow receiving one (1) bid from Addco Electric, Inc. This agreement does not replace the normal bidding process for projects over $2,500.00, nor does it obligate the City to exclusively use the selected service provider. If the City determines that an estimate for requested work is too high, the work may be bid separately.

Annually reviewing and renewing these services ensures the City continues to receive qualified service at competitive labor rates with reasonable mark-ups on parts. Addco Electric, Inc. has provided reliable service to the City in recent years.

**Cost:** Hourly rate as set out in agreement

**Funding Source:** Various departmental operational accounts

**Requested By:** Ryan Baze, Maintenance Services Director

**Approved By:** City Manager's Office

**Attachments:** Bid tab for bid #24.153, Addco-Electrical_Services_Under_$2500_for_26-27_Renewal_BAMA_rb_6-9-26.docx

**Recommendation:**

Approve and authorize to execute a second renewal agreement with Addco Electric, Inc. to provide electrical services per the quote specifications

RFP 24.153

Electrical Service

RFP Opening Date: 05/23/24

| QTY | Unit | Description | Price | Vendors |
|---|---|---|---|---|
| | | | | Addco Electric Inc. |
| X | N/A | Contract Electrical Service - Per Requirement | X | $0.00 |
| 1 | Hour | Journeyman Labor Rate Per Hour | | $83.50 |
| 1 | Hour | Apprentice Labor Rate Per Hour | | $64.00 |
| 1 | Hour | Labor Rate After Hour or Overtime Calls | | $119.00 |
| X | % | Material / Parts Show Mark Up Cost if Any | | 18.5% |
| 1 | Mile | Mileage charges, Calculated Basis | | $0.00 |
| X | X | Other Charges | | $0.00 |

NOTE: RFP 24.153 was sent to four (4) vendors, with one (1) 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:** 6-3-2024

CITY OF
BROKEN ARROW
*Where opportunity lives*

**CONTRACT RENEWAL NO. 2 of 4**

This renewal is entered into by and between the Supplier or Contractor and Broken Arrow Municipal Authority as defined below shall be effective **July 1, 2026**. To the extent the award requires Broken Arrow Municipal Authority to issue a Notice of Award Renewal for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Renewal.

| Broken Arrow Municipal Authority | |
|---|---|
| **Company's Full Legal Name:** | **Addco Electric, Inc.** |
| **Original RFP Number:** | **24.153** |
| **RFP Title Name:** | **Electrical Services under $2,500** |
| **Original Award Date:** | **July 1, 2024** |
| **Current Contract Term:** | **07/01/2025 Through 06/30/2026** |
| **Renewal No.:** | **2** |

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:** | **07/01/2026** |
| **End Date of New Contract Term:** | **06/30/2027** |

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 Renewal 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 Renewal, the contract awarded on or about **July 1, 2024**, 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 Renewal and the contract (including any written Renewals 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 Renewal to be duly executed by their authorized representatives.

CITY OF
BROKEN ARROW
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**Contractor – Company's Legal Name**

| | |
|---|---|
| **Company's Legal Name:** | Addco Electric, Inc. |
| **Authorized Signature:** | Neil Roberts |
| **Printed Name and Title of Person Signing:** | Neil Roberts, President |
| **Date:** | 6/10/2026 |
| **Company Address:** | 1136 South 107th East ave.<br>Tulsa OK, 74128 |

**Broken Arrow Municipal Authority Chair**

| | |
|---|---|
| **Authorized Signature:** | Debra Wimpee |
| **Printed Name and Title of Person Signing:** | Debra Wimpee<br>Mayor |
| **Date:** | 6/11/2026 |

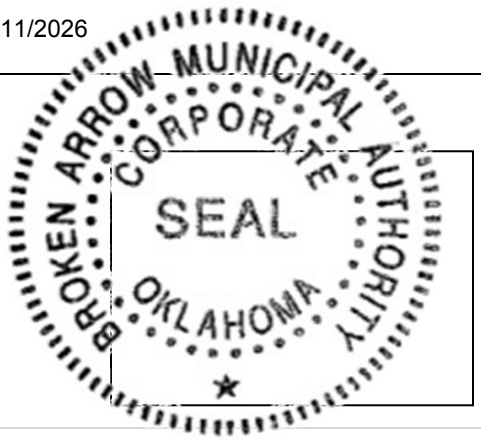
**Broken Arrow City Attorney**

| | |
|---|---|
| **Authorized Signature:** | James Walters |
| **Printed Name and Title of Person Signing:** | James Walters<br>Dep City Atty |
| **Date:** | 6/10/2026 |

**Broken Arrow City Clerk**

| | |
|---|---|
| **Authorized Signature:** | Curtis Green |
| **Printed Name and Title of Person Signing:** | Curtis Green<br>Clerk |
| **Date:** | 6/11/2026 |

**Stamp for Broken Arrow Municipal Authority**



# City of Broken Arrow

## Request for Action

**File #:** 26-954, **Version:** 1

**Broken Arrow Municipal Authority**
**Meeting of: 06-15-2026**

**Title:**
Approval of and authorization to execute the second 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 ensure transparency and encourage competitive participation, the bid was advertised in the Tulsa World and on the City of Broken Arrow website. Three responsive bids were opened and after consideration by the governing body, recommendation to utilize American Medical Gas was approved at the October 15, 2024 meeting. The contract was later approved by the governing body for the first renewal at the June 16, 2025 meeting.

The current contract renewal runs through June 30, 2026, and includes the refill, lease, and rental of cylinders used by various City departments.

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. Additionally, pricing has remained unchanged since the original bid award in 2024, providing continued value and cost stability for the City.

Approval of this second renewal will guarantee uninterrupted, timely, and efficient delivery of these essential gases through June 30, 2027.

**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, American_Medical_Gas_Renewal_BAMA.docx, Signed-Renewal_BAMA_Agenda_25-834_Renewal_Medical_Oxygen and Gas

**Recommendation:**
Approval of and authorization to execute the second 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<br>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 cylenders- $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.*

| Medical Oxygen for BAFD | Refill | Lease | Rental |
|---|---|---|---|
| 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 |

| Industrial Gas Cylinders | Refill | Lease | Rental |
|---|---|---|---|
| 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 |

BROKEN ARROW

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**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**

| | Refill | Lease | Rental |
|---|---|---|---|
| Forklift Propane | $_50.00_ | $_20.00_ | $__240_ |

**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 20 24

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 8th day of August 20 24

My Commission Expires: 10/31/24

Sarah Withrow

Notary Public (or Clerk or Judge)

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

CITY OF
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**CONTRACT RENEWAL NO. 2 of 4**

This renewal is entered into by and between the Supplier or Contractor and Broken Arrow Municipal Authority as defined below shall be effective **July 1, 2026**. To the extent the award requires Broken Arrow Municipal Authority to issue a Notice of Award Renewal for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Renewal.

| Broken Arrow Municipal Authority | |
|---|---|
| **Company's Full Legal Name:** | **American Medical Gas** |
| **Original RFP Number:** | **25.109** |
| **RFP Title Name:** | **Medical Oxygen and Industrial Gas** |
| **Original Award Date:** | **October 15, 2024** |
| **Current Contract Term:** | **07/01/2025 Through 06/30/2026** |
| **Renewal No.:** | **2** |

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:** | **07/01/2026** |
| **End Date of New Contract Term:** | **06/30/2027** |

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 Renewal 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 Renewal, the contract awarded on or about **October 15, 2024**, 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 Renewal and the contract (including any written Renewals 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 Renewal to be duly executed by their authorized representatives.

CITY OF
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## Contractor – Company's Legal Name

| | | | |
|---|---|---|---|
| **Company's Legal Name:** | American Medical Gas Resources LLC. | | |
| **Authorized Signature:** | Scott Sanders | | |
| **Printed Name and Title of Person Signing:** | Scott Sanders | President | |
| **Date:** | 6/10/2026 | | |
| **Company Address:** | 14915 S 49th W Ave | Kiefer | United States |
| | Oklahoma | 74041 | |

## Broken Arrow Municipal Authority Chair

| | | |
|---|---|---|
| **Authorized Signature:** | Debra Wimpee | |
| **Printed Name and Title of Person Signing:** | Debra Wimpee | Mayor |
| **Date:** | 6/11/2026 | |

## Broken Arrow City Attorney

| | | |
|---|---|---|
| **Authorized Signature:** | James Walters | |
| **Printed Name and Title of Person Signing:** | James Walters | Dep City Atty |
| **Date:** | 6/11/2026 | |

## Broken Arrow City Clerk

| | | |
|---|---|---|
| **Authorized Signature:** | Curtis Green | |
| **Printed Name and Title of Person Signing:** | Curtis Green | Secretary |
| **Date:** | 6/11/2026 | |

## Stamp for Broken Arrow Municipal Authority



CITY OF
BROKEN ARROW
*Where opportunity lives*

**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 |

CITY OF
BROKEN ARROW
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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<br>Vice President |
| **Date:** | 6-3-2025 |
| **Company Address:** | 14915 S. 49th W. Ave<br>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

BAMA Stamp
BROKEN ARROW MUNICIPAL AUTHORITY CORPORATE SEAL OKLAHOMA

# City of Broken Arrow

## Request for Action

**File #:** 26-883, **Version:** 1

**Broken Arrow Municipal Authority**
**Meeting of: 06-15-26**

**Title:**
Approval of and authorization to execute an integrated supply agreement Renewal No. 3 by and between Genuine Parts Company d/b/a NAPA Auto Parts and the Broken Arrow Municipal Authority pursuant to the Sourcewell Cooperative Purchasing contract (formerly NJPA) number 110520-GPC

**Background:**
In October 2023, the City of Broken Arrow entered into an agreement with Genuine Parts Company, doing business as NAPA Auto Parts ("NAPA"), to provide Integrated Business Solutions (IBS) services. Under this arrangement, NAPA operates an on-site, City-dedicated parts store within the Fleet Building to manage inventory, procurement, and supply of automotive replacement parts, shop supplies, and related equipment for fleet operations.

The agreement is based on Pricing Option #2a, titled "10% Gross Profit on Products / Monthly Operating Expenses." Under this plan, NAPA provides products to the City at a fixed gross profit margin of 10%, calculated after accounting for both product costs and the operational expenses of the on-site store. This pricing model applies to both NAPA-branded and non-NAPA products.

Purchases made under this agreement qualify for the competitive bidding exception in Section 2-27(b)(5) of the Broken Arrow Code of Ordinances and are further authorized under Section V.d of the Broken Arrow Purchasing Manual, which permit purchases from the state contract or other purchasing consortiums. Sourcewell qualifies as an approved purchasing consortium under both the Code of Ordinances and the Purchasing Manual.

This request seeks approval for the third renewal of the contract with Genuine Parts Company to continue providing on-site Integrated Business Solutions services through NAPA Auto Parts.

**Cost:** 10% gross profit rate added to NAPA's cost for parts and supplies needed for Broken Arrow Municipal Authority vehicles and equipment plus the operational expenses.

**Funding Source:** BAMA

**Requested By:** Ryan Baze, Director of Maintenance Services

**Approved By:** City Manager's Office

**Attachments:** NAPA IBS CONTRACT 7-25-23, NAPA IBS Renewal 2024, NAPA IBS Renewal 2025, NAPA_RENEWALS_(2026-2027)-BAMA.docx

**Recommendation:**
Approve and authorize execution of an integrated supply agreement Renewal No. 3 by and between Genuine Parts Company d/b/a NAPA Auto Parts and the Broken Arrow Municipal Authority pursuant to the Sourcewell Cooperative Purchasing contract (formerly NJPA) number 110520-GPC

INTEGRATED SUPPLY AGREEMENT

RENEWAL BY AND BETWEEN

GENUINE PARTS COMPANY

AND

THE CITY OF BROKEN ARROW

**INTEGRATED SUPPLY AGREEMENT**
**RENEWAL BY AND BETWEEN**
**GENUINE PARTS COMPANY**
**AND**
**THE CITY OF BROKEN ARROW**

**THIS INTEGRATED SUPPLY AGREEMENT RENEWAL** (this "Agreement") is made by and between **GENUINE PARTS COMPANY,** a Georgia corporation (d/b/a NAPA Auto Parts) ("NAPA"), and **THE CITY OF BROKEN ARROW,** ("CUSTOMER"), to be effective as of the 1st day of July, 2024 (the "Effective Date"). This is the second year, first renewal of this agreement.

## WITNESSETH

WHEREAS, pursuant to a competitive bidding and selection process by Sourcewell (f/k/a National Joint Powers Alliance) (hereinafter, "Sourcewell"), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21, Sourcewell and NAPA executed contract #110520-GPC on December 23, 2020 (hereinafter, "Sourcewell Contract"), attached hereto as Exhibit C, to establish a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions services; and

WHEREAS, by becoming a participating member of Sourcewell (hereinafter, "Member"), CUSTOMER and its related entities (hereinafter, "User Agencies") are authorized to utilize the pricing and incentives available to Sourcewell Members set forth in the Sourcewell Contract; and

WHEREAS, CUSTOMER desires to become a User Agency under such Sourcewell Contract and desires to receive integrated business solutions services from NAPA; and

WHEREAS, CUSTOMER and NAPA agree that the Sourcewell Contract is a vehicle by which CUSTOMER may contract directly with NAPA for parts and services, but that the terms and conditions of this Agreement and not the terms and conditions of the Sourcewell Contract shall govern the relationship of the parties; and

WHEREAS, NAPA desires to provide integrated business solutions services and to establish inventories in CUSTOMER's locations to service the fleet parts needs of CUSTOMER and to serve as the primary supplier of automotive replacement parts and other supplies and/or equipment (the "Inventory" or "Products") to serve the needs of CUSTOMER; and

WHEREAS, CUSTOMER desires to provide space for the Inventory on the premises of CUSTOMER for use by NAPA ("On Site Store") and agrees that NAPA will be its primary supplier of the Inventory pursuant to the terms herein.

**NOW THEREFORE,** in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

## AGREEMENT

**1. DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) ***Primary Supplier*** shall mean the parts supplier that provides a minimum of ninety percent (90%) of the Inventory needs of CUSTOMER.

(b) ***NAPA Owned Store*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" which is wholly owned by NAPA.

(c) ***NAPA Jobber*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" with respect to which NAPA maintains no ownership interest.

(d) ***Current NAPA Jobber Acquisition Cost*** shall mean NAPA's current gold price as set forth on NAPA's Confidential Jobber Cost and Suggested Resales price list.

**2. CUSTOMER'S CURRENT LOCATIONS.** NAPA will establish On Site Store(s) at the CUSTOMER'S following location(s):

City of Broken Arrow
1700 West Detroit Street
Broken Arrow, OK 74012

Additional locations of the CUSTOMER may be added to this Agreement but only by a written amendment executed and agreed to by both the CUSTOMER and NAPA.

**3. TERM.** Subject to the terms and conditions set forth below, this Agreement shall begin on the Effective Date and shall end when the Sourcewell Contract terminates or expires or when terminated earlier in accordance with the applicable terms and conditions stated herein. As the Sourcewell Contract is renewed or extended, this Agreement may be renewed or extended for a period of time equal to or shorter than the period of time the Sourcewell Contract is renewed or extended upon the mutual written agreement of the parties. Notwithstanding the foregoing, should the parties desire to extend this Agreement past the termination or expiration date of the Sourcewell Contract, the parties may do so by entering into a mutually agreed upon written amendment to this Agreement. Further, as Sourcewell awards new successive agreements to NAPA

following expiration of the Sourcewell Contract, any new contract number and/or new terms and conditions may be added with mutual agreement via a written amendment to this Agreement. Either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

**4. DUTIES AND RESPONSIBILITIES OF NAPA.** NAPA shall have the following duties and responsibilities during the term of this Agreement:

(a) NAPA will operate the On Site Store(s) and provide the Inventory to CUSTOMER's now existing locations. NAPA shall provide all personnel required to operate the On Site Store(s).

(b) In those circumstances when delivery is required by CUSTOMER, NAPA will provide parts to CUSTOMER's locations on a daily route basis. In addition, NAPA will accelerate delivery on those items CUSTOMER requires to be delivered on an expedited basis. NAPA will make all reasonable efforts to ensure prompt delivery to the CUSTOMER's location(s) requesting part(s).

(c) NAPA shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On Site Store(s). NAPA shall provide computer ordering and cataloging to each On Site Store.

(d) NAPA shall provide a profit and loss statement of the parts operations to the CUSTOMER on approximately the 25th of each month for each On Site Store.

(e) NAPA shall provide back-up emergency service during non-working hour contingencies. This overtime expense (calculated at time and one half) will be charged on a cost basis to CUSTOMER and must be pre-approved by CUSTOMER. The parties shall mutually agree upon the pre-approval process for such emergency situations. NAPA will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.

**5. DUTIES AND RESPONSIBILITIES OF CUSTOMER.** CUSTOMER shall have the following duties and responsibilities during the term of this Agreement:

(a) CUSTOMER shall provide, at its sole expense, usable space for NAPA's On Site Store(s) and the Inventory. CUSTOMER shall provide access to restroom facilities for NAPA employees. Further, CUSTOMER shall furnish, at its sole expense, all utilities for the On Site Store(s) including: water, sanitation, sewer, light, telephone, heat, gas, electricity, power, fuel, janitorial and all other utilities and services rendered or delivered to the On Site Store(s) whatsoever. CUSTOMER shall provide NAPA a safe work environment that is free from hostility, violence, or discrimination. NAPA reserves the right to terminate the contract immediately should NAPA encounter a hostile, violent, discriminatory, or unsafe work environment.

(b) CUSTOMER shall use NAPA as its Primaty Supplier of the Inventory under this Agreement. CUSTOMER reserves the right to purchase any item outside this Agreement where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in NAPA no longer being CUSTOMER's Primary Supplier in which case NAPA may terminate this Agreement.

(c) Each On Site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of CUSTOMER. There shall be no intermingling of CUSTOMER's parts or other inventory with NAPA's parts or inventory. Access to the secured On Site Store(s) shall be restricted to NAPA employees and authorized NAPA representatives only. CUSTOMER'S employees, contractors or agents shall not be permitted to enter the secured On-Site Store area unless accompanied by a NAPA employee or other authorized NAPA representative. CUSTOMER hereby assumes and shall bear any and all risk of loss or damage from any cause to the Inventory and other personal property located in the On Site Store(s), except for loss or damage arising out of the acts, errors or omissions of NAPA. NAPA shall invoice CUSTOMER for any such loss of or damage to the Inventory and/or other personal property located in the On Site Store(s), and CUSTOMER shall pay such invoiced amount to NAPA in accordance with the payment terms set forth in Section 7 below.

(d) CUSTOMER shall, at all times during the term of this Agreement, at CUSTOMER'S sole expense, maintain in good condition and repair (so as to prevent any damage or injury to NAPA's employees, the Inventory or other personal property located in the On Site Store(s)) the roof, exterior walls, foundation, and structural portions of the On Site Store(s) and all portions of the electrical and plumbing systems lying outside of the On Site Store(s) but serving the On Site Store(s).

(e) CUSTOMER shall provide information regarding fleet changes to NAPA as soon as possible. Fleet changes include but are not limited to the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

**6. ALTERNATIVE SUPPLIERS.** Each On Site Store may be serviced by a NAPA Owned Store or a NAPA Jobber. CUSTOMER acknowledges that whether it will be serviced by a NAPA Owned Store or a NAPA Jobber will be determined by NAPA, in its sole discretion, and that if CUSTOMER is to be serviced by a NAPA Jobber, then such NAPA Jobber must evidence its desire to abide by the terms of this Agreement by entering into an Assignment in the form of Exhibit A hereto.

**7. PAYMENT TERMS/PRICING.** NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all statements received from NAPA by the 25th day of the month following receipt of any such statement. If CUSTOMER has not paid the entire amount of all statements received from NAPA within 10 days of the 25th day of the month following receipt of such invoice, CUSTOMER shall be put on COD until such amount is paid in full. No prompt pay discount is available under this Agreement.

There are three pricing options available to CUSTOMER. Those p1icing options are Pricing Option #1 (Management Fee), Pricing Option #2a (10% Gross Profit on Products/Monthly Operating Expenses), and Pricing Option #2b (Higher Gross Profit on Products/No Monthly Operating Expenses). The pricing option for *this* Agreement must be indicated by CUSTOMER initials, below.

## PRICING OPTION #1 (MANAGEMENT FEE)

**CUSTOMER INITIALS: __**

The overall objective of CUSTOMER's pricing plan is for: (i) NAPA to provide Products in accordance with the Pricing Plan Summary set forth below, (ii) NAPA to provide Outside Services in accordance with the Pricing Plan Summary set forth below, (iii) reimbursement by CUSTOMER of each On Site Store's operating expenses, and (iv) payment by CUSTOMER of the Management Fee (as defined below). By billing CUSTOMER for these four categ01ies, NAPA's On Site Store(s) will achieve its target ten percent (10%) net profit for the Agreement (the "Net Profit Target") . These categories are defined as follows:

(a) ***Product Price.*** The pricing of the Products to be supplied to CUSTOMER by NAPA pursuant to this Agreement shall be divided into: 1) ***"NAPA Product Price,"*** which is the pricing of NAPA branded or NAPA cataloged supplier manufactured products; and 2) ***"Non-NAPA Product Price,"*** which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA's proprietary catalog system but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non- NAPA Product shall be billed in accordance with the Pricing Plan Summary defined below.

(b) ***Outside Services Price.*** Outside Services are those services not traditionally performed by NAPA. The pricing of Outside Services shall be billed in accordance with the Pricing Plan Summary defined below.

(c) ***Operational Expenses.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses,

and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit B ("Corporate Allocation Expenses") which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement. These Corporate Allocation Expenses allow NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

(d) ***Management Fee.*** CUSTOMER shall be billed a Management Fee (as defined below) on a monthly basis in accordance with the terms below.

**PRICING PLAN SUMMARY**

| | |
|---|---|
| NAPA Product Price | Billed to CUSTOMER at the Current NAPA Jobber Acquisition Cost |
| Non-NAPA Product Price | Billed to CUSTOMER at NAPA's current product acquisition cost |
| Outside Services Price | Billed to CUSTOMER atNAPA's cost |
| Operational Expenses | Billed to CUSTOMER in accordance with Section 7(c) above. |
| Management Fee | Billed to CUSTOMER in accordance with the terms below |
| Net Profit Target | 10% net profit for the NAPA On Site Store(s) after Products, Outside Services, Operational Expenses, and Management Fee are billed to CUSTOMER. |

NAPA Product shall be billed to CUSTOMER at the Current NAPA Jobber Acquisition Cost. Non-NAPA Product shall be billed to CUSTOMER at NAPA's current product

acquisition cost, and Outside Services shall be billed to CUSTOMER at NAPA's cost. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement. Operational Expenses will be charged to CUSTOMER in accordance with Section 7(c) above, with all such charges for Operational Expenses to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for Operational Expenses on an "in arrears" basis.

CUSTOMER shall pay to NAPA on a monthly basis a management fee equal to ten percent (10%) of the Total Monthly Net Sales (as defined below) during the preceding month (the "Management Fee"). For purposes hereof, "Total Monthly Net Sales" means the total dollar amount of all Products (both NAPA and Non-NAPA) and Outside Services sold to the CUSTOMER during the preceding month at the prices set forth in the pricing plan summary above less purchase returns.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum annual payment obligation for all Products, Outside Services, Operational Expenses and Management Fees billed to CUSTOMER pursuant to this Section 7 shall be set at $_____per annum; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract. **CUSTOMER INITIALS___** _

**PRICING OPTION #2a (10% GROSS PROFIT ON PRODUCTS / MONTHLY OPERATING EXPENSES)**

**CUSTOMER INITIALS: ___**

The overall objective of CUSTOMER's pricing plan is for NAPA to provide Products in accordance with the agreed upon Pricing Plan Summary set f01ih below and reimbursement by CUSTOMER of each On Site Store's operating expenses. By billing CUSTOMER for these two categories, NAPA's On Site Store(s) will achieve its target ten percent (10%) net profit for the Agreement (the "Net Profit Target"). These categories are defined as follows:

(a) ***Product Price.*** The pricing of the Products to be supplied to CUSTOMER by NAPA pursuant to this Agreement shall be divided into: 1) ***"NAPA Product Price,"*** which is the pricing of NAPA branded or NAPA cataloged supplier manufactured products; and 2) ***"Non-NAPA Product Price,"*** which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA's proprietary catalog system but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non-

NAPA Product shall be billed m accordance with the Pricing Plan Summary defined below.

(b) ***Operational Expenses.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit B ("Corporate Allocation Expenses") which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement. These Corporate Allocation Expenses allow NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

**PRICING PLAN SUMMARY**

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|---|---|
| NAPA Product Price | Billed to CUSTOMER at a 10% gross profit rate (The formula for NAPA Product Price for CUSTOMER is the Cun-ent NAPA Jobber Acquisition Cost divided by .90) This formula will achieve the gross profit rate set fo1ih above. Example: Cun-ent NAPA Jobber Acquisition Cost is $1.00. CUSTOMER's price would be $1.00/.90=$1.1 l |
| Non-NAPA Product Price | Billed to CUSTOMER at a 10% gross profit rate (The formula for Non-NAPA Product Price for CUSTOMER is NAPA's current product acquisition cost divided by .90) This formula will achieve the gross profit rate set forth above. Example: cun-ent product acquisition |

| | |
|---|---|
| | cost is $1.00. CUSTOMER's price would be $1.00/.90=$1.11 |
| Operational Expenses | Billed to CUSTOMER in accordance with Section 7(b) above. |
| Net Profit Target | 10% net profit for the NAPA On Site Store(s) after Products and Operational Expenses are billed to CUSTOMER. |

Both NAPA Product and Non-NAPA Product shall be set by NAPA to yield a gross profit of ten percent (10%). Operational Expenses will be charged to CUSTOMER in accordance with Section 7(b) above, with all such charges for Operational Expenses to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for Operational Expenses on an "in a1Tears" basis.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum annual payment obligation for all Products and Operational Expenses billed to CUSTOMER pursuant to this Section 7 shall be set at $2,500,000 per annum; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such nt must be increased during the term of the contract. **CUSTOMER INITIALS ___**

In addition, NAPA may use any sub-contractor for the procurement of "outside" services (i.e., those services not traditionally performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a ten percent (10%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside service purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

## PRICING OPTION #2b (HIGHER GROSS PROFIT ON PRODUCTS / NO MONTHLY OPERATING EXPENSES)

**CUSTOMER INITIALS: ___**

The overall objective of CUSTOMER's pricing plan is for NAPA to provide Products in accordance with the agreed upon Pricing Plan Summary set forth below. By billing CUSTOMER for the Products, NAPA's On Site Store(s) will achieve its target ten percent (10%) net profit for the Agreement (the "Net Profit Target"). CUSTOMER's pricing plan is comprised of the following elements:

(a) ***Product Price.*** The pricing of the Products to be supplied to CUSTOMER by NAPA pursuant to this Agreement shall be divided into: 1) ***"NAPA Product Price,"*** which is the pricing of NAPA branded or NAPA cataloged supplier manufactured products; and 2) ***"Non-NAPA Product Price,"*** which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA's proprietary catalog system but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non- NAPA Product shall be billed in accordance with the Pricing Plan Summary defined below.

(b) ***Operational Expenses.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headqumier and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit B ("Corporate Allocation Expenses") which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement. These Corporate Allocation Expenses allow NAPA to have fewer employees perf01ming routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

**PRICING PLAN SUMMARY**

| | |
|---|---|
| NAPA Product Price | Billed to CUSTOMER on a "9074 NAPA Pricing Profile" |
| Non-NAPA Product Price | Billed to CUSTOMER at a 25% gross profit rate (The formula for Non-NAPA Product Price for |

| | |
|---|---|
| | CUSTOMER is NAPA's current product acquisition cost divided by .75) This formula will achieve the gross profit rate set forth above. Example: current product acquisition cost is $1.00. CUSTOMER's price would be $1.00/.75=$1.33 |
| Operational Expenses | Paid entirely by NAPA |
| Net Profit Target | Amounts will be refunded or charged based on the failure or achievement of an overall 10% net profit for the previous month. |

NAPA Product shall be billed to CUSTOMER based on a "9074 NAPA Pricing Profile" which has been provided to CUSTOMER in connection with this Agreement. Non-NAPA Product shall be billed by NAPA to yield a gross profit of twenty-five percent (25%). All Operational Expenses shall be borne by NAPA.

Sales at each On Site Store location will be reviewed after the first ninety (90) days of operation and on a month by month basis thereafter to ensure a ten percent (10%) net profit for NAPA. If monthly sales at each On Site Store, independently as opposed to in the aggregate, are producing more than a ten percent (10%) net profit for NAPA, NAPA will pay to CUSTOMER, via a refund check, the overage. Conversely, if NAPA's net profit for the preceding month is less than ten percent (10%), NAPA will bill CUSTOMER for the deficiency.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum annual payment obligation for Products billed to CUSTOMER pursuant to this Section 7 shall be set at $_____per annum; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract.

**CUSTOMER INITIALS ___**

In addition, NAPA may use any sub-contractor for the procurement of "outside" services (i.e., those services not traditionally performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a twenty- five percent (25%) gross profit on such purchases. CUSTOMER must provide pre- approval in writing for such outside service purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

**8. INSURANCE.**

(a) CUSTOMER shall maintain during the term of this Agreement workers' compensation insurance for its employees and general liability insurance covering its

property. NAPA acknowledges that CUSTOMER may elect to self-insure such obligations.

(b) NAPA shall maintain during the term of this Agreement workers' compensation insurance coverage for its employees located at the On Site Store(s) in amounts required by law. In addition, NAPA shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On Site Store(s).

**9. NO LIENS.** CUSTOMER warrants that it shall take no action, including but not limited to the granting of a security interest, or fail to take any action, which would operate or does operate in any way to encumber the Inventory of NAPA located in the On Site Store(s).

**10. PERSONNEL.** NAPA and CUSTOMER shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On Site Store(s). In the event that CUSTOMER for any reason wishes to remove or replace any of the NAPA personnel in the On Site Store(s), the parties will attempt to resolve CUSTOMER's request by mutual agreement.

**11. WARRANTY/LIABILITY DISCLAIMER.** All Products supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each Product, and NAPA shall use reasonable commercial efforts to assist the CUSTOMER in processing all warranty claims that the CUSTOMER may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the CUSTOMER in connection with any claims concerning the Products supplied to CUSTOMER pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to CUSTOMER upon request.

For suppliers (or categories of suppliers) of Non-NAPA Products that CUSTOMER instructs NAPA to utilize or consider for future purchases, NAPA is under no obligation to (and NAPA disclaims all liability in connection with) investigate product quality, management, ownership, ·reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

**12. TERMINATION FOR CAUSE.** This Agreement may be terminated immediately, unless otherwise stated in this Section 12, by either party for cause:

(a) In the event that the other party fails or refuses to pay any amounts due under this Agreement and such failure continues for ten (10) days;

(b) In the event that the other party fails or refuses to perform any other obligation required under this Agreement, and such failure or refusal continues for thirty (30) days after written notice thereof; or

(c) In the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

**13. EFFECT OF TERMINATION.** Immediately upon termination, expiration, or non-renewal of this Agreement for any reason:

(a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any amounts due and owing to NAPA at the time of termination, expiration, or non-renewal.

(b) Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property owned by the other party that are in such party's possession. CUSTOMER shall allow NAPA full and unrestricted access to enter into the On Site Store(s) and immediately remove all equipment and other items of personal property owned by NAPA without being deemed guilty of trespass or any other violation of the law. All inventory records, sales history, sales analysis and all other information generated by NAPA under this Agreement will be returned to CUSTOMER.

Nothing contained in this Section shall be deemed a waiver of, or in any other manner impair or prejudice, any other legal rights that either party may have against the other party for any breach of this Agreement. The provisions and obligations of Sections 9, 11, 13, 14, 15, 16, and 22 shall survive the termination, expiration, or non-renewal of this Agreement for any reason.

**14. BUY-BACK OF INVENTORY.** Upon tennination, expiration, or non-renewal of this Agreement, NAPA shall have the option to require CUSTOMER to purchase all non-NAPA Inventory owned by NAPA and located in each On Site Store at NAPA's On Site Store's current product acquisition cost, and CUSTOMER shall have the option to purchase all NAPA Inventory, owned by NAPA and located in each On Site Store at the Current NAPA Jobber Acquisition Cost. Upon CUSTOMER's request, NAPA shall provide CUSTOMER with a listing of all NAPA and non-NAPA Inventory owned by NAPA and located in the On Site Store(s).

**CUSTOMER INITIALS: ___**

**15. INDEMNIFICATION.** NAPA shall be responsible for and shall indemnify and hold CUSTOMER harmless from and against all damages, claims or demands that may, during the te1m of this Agreement, arise or be occasioned by the negligent or intentional acts of NAPA or NAPA's employees.

**16.** **NOTICES.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

As to NAPA: Genuine Parts Company
2999 Wildwood Parkway
Atlanta, GA 30339
Attn: Corporate Counsel

As to CUSTOMER: City of Broken Arrow
220 South 1st Street
Broken Arrow, OK 74012
Attn: City Clerk

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand or overnight courier service or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 16.

**17.** **FORCE MAJEURE / DAMAGE OF PREMISES.**

(a) Whenever performance by either party of any of their respective obligations (other than the obligation to make payment of money due hereunder) is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies, pandemics, or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter; provided that the foregoing in this Section 17 shall not apply to obligations relating to the payment of money.

(b) NAPA may terminate this Agreement immediately in the event that the CUSTOMER's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the CUSTOMER's premises unusable for the On Site Store(s) in the reasonable judgment of NAPA.

**18.** **SUCCESSORS AND ASSIGNS.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and assigns. Notwithstanding the foregoing, the rights and obligations of either party to this Agreement may not be assigned without

the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

**19. AMENDMENTS.** No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

**20. NO WAIVER OF RIGHTS.** No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Notwithstanding the same, only waivers made in writing shall be valid and enforceable.

**21. LIMITATIONS ON RIGHTS OF THIRD PARTIES.** All obligations of a party under this Agreement are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.

**22. LIMITATION OF LIABILITY.** WHILE NOT APPLICABLE TO BREACHES OF CONFIDENTIALITY PROVISIONS, FRAUD, WILLFUL INJURY TO THE PERSON OR PROPERTY OF ANOTHER, WILLFUL OR NEGLIGENT VIOLATIONS OF LAW, THE PARTIES HEREBY DISCLAIM ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES IN ANY WAY RELATED TO THIS AGREEMENT, THEIR OTHER BUSINESS RELATIONSHIPS, OR THE TRANSACTIONS CONTEMPLATED HEREIN.

**23. INDEPENDENT CONTRACTOR.** The parties hereto are independent contractors. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint venturers or any other similar or representative relationship between the parties hereto.

**24. CHOICE OF LAW.** This Agreement shall be construed and interpreted under the laws of the State of Oklahoma.

**25. COUNTERPARTS.** This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

**26. SECTION HEADINGS.** Section titles or captions contained herein are inserted only as a matter of convenience for reference and in no way define, limit, extend, or describe the scope hereof or the intent of any provision hereof.

**27. SEVERABILITY.** In the event any part of this Agreement shall be finally determined by a court of law to be illegal or unenforceable for any reason, then

that illegal or unenforceable part shall be severed from the Agreement, and the remaining terms shall continue in full force and effect.

**28. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect.

**29. AMENDMENT.** Simultaneously with the execution of this Agreement, NAPA and CUSTOMER shall execute that certain Amendment to Integrated Supply Agreement dated as of even date herewith, attached hereto as Exhibit D.

**[Signatures Appear on Next Page]**

**IN WITNESS WHEREOF,** the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

Genuine Parts Company

By:
Name:
Title:

THE CITY OF BROKEN ARROW

By:
Name:
Title:
Date:

Deputy city Attorney

secretary

city of Broken Arrow
Date:

Broken Arrow Municipal Author
Date:

**EXHIBIT A**

**ASSIGNMENT**

See attached.

**ASSIGNMENT**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, GENUINE PARTS COMPANY, a Georgia corporation (hereinafter "Assignor"), hereby assigns, transfers, sets over and delivers to [JOBBER], a___ (hereinafter "Assignee"), all of Assignor's rights, obligations and interest, including any options to renew or extend the contract term, in those certain location(s) as set forth below, as governed by the Integrated Supply Agreement dated ___ by and between Genuine Parts Company and City of Broken Arrow [CUSTOMER] (the "Integrated Supply Agreement").

Location(s): ___

Assignee hereby accepts the assignment of the Integrated Supply Agreement, agrees to provide the services and perform all other obligations required to be performed by "NAPA" in said Integrated Supply Agreement at the times and in the manner set forth in said Integrated Supply Agreement, and shall be bound by all other terms, covenants and conditions of said Integrated Supply Agreement with regard to the location(s) set forth above, all with the same force and effect as if Assignee were originally named as "NAPA" therein.

[CUSTOMER] hereby consents to the above assignment of the Integrated Supply Agreement on the terms set forth herein and hereby agrees to release and discharge Assignor from any further obligation or liability under the Integrated Supply Agreement and to look solely to Assignee as the responsible party under the Integrated Supply Agreement for all liabilities or obligations arising from and after the effective date of this assignment.

The parties hereto agree that the assignment as set forth herein shall be effective as of 12:01 a.m. on

[Signatures appear on following page]

**IN WITNESS WHEREOF,** the undersigned have set their hands this___ day of___ ,20___ .

ASSIGNOR:

GENUINE PARTS COMPANY

By: _____
Name: Art Fischer
Its: Division VP

ASSIGNEE:

___ [JOBBER]

By _____
Name: __
Its:

Agreed and acknowledged:

___ [CUSTOMER]

By: t>v- Dt1v-0v UJirU.,
Name: Mayor Debra Wimpee
Its: Mayor
10/6/2023

Danny Littlefield
Deputy cityAttorney
city of Broken Arrow
8/23/2023

Curtis Green
secretary
Broken Arrow Municipal Author
10/6/2023

## EXHIBIT B

## SAMPLE PROFIT AND LOSS STATEMENT

See attached.

## EXHIBIT C

### SOURCEWELL CONTRACT

A copy of the Sourcewell contract can be found at: https://www.sourcewell-mn.gov/cooperative-purchasing/l 10520-gpc

## EXHIBITD

## AMENDMENT TO INTEGRATED SUPPLY AGREEMENT

See attached.

**AMENDMENT TO INTEGRATED SUPPLY AGREEMENT BETWEEN**
**GENUINE PARTS COMPANY**
**AND**
**CITY OF BOKEN ARROW**

THIS **AMENDMENT TO INTEGRATED SUPPLY AGREEMENT** (this "Amendment") is entered into this 1st day of August, 2023 (the "Amendment Effective Date") by and between **GENUINE PARTS COMPANY,** a Georgia corporation ("NAPA") and **THE CITY OF BROKEN ARROW** ("CUSTOMER").

WHEREAS, NAPA and CUSTOMER are parties to that certain Integrated Supply Agreement dated as of August 1, 2023 (the "Agreement") for the supply and sale of automotive parts and related supplies at certain locations as required by CUSTOMER; and

WHEREAS, NAPA and CUSTOMER desire to amend the Agreement according to the terms set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NAPA and CUSTOMER hereby agree to amend the Agreement as follows:

**1.** All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

**2.** **Payment Terms/Pricing.** Section 7 of the Agreement is hereby deleted in its entirety and replaced with the following:

> **" 7. PAYMENT TERMS/PRICING.** NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all statements received from NAPA by the 25th day of the month following receipt of any such statement. If CUSTOMER has not paid the entire amount of all statements received from NAPA within IO days of the 25th day of the month following receipt of such invoice, CUSTOMER shall be put on COD until such amount is paid in full. No prompt pay discount is available under this Agreement.
>
> The overall objective of CUSTOMER's pricing plan is for NAPA to provide Products in accordance with the agreed upon Pricing Plan Summary set forth below and reimbursement by CUSTOMER of each On Site Store's operating expenses. By billing CUSTOMER for these two categories, NAPA's On Site Store(s) will achieve its target ten percent (10%) net profit for the Agreement (the "Net Profit Target"). These categories are defined as follows:

(a) ***Product Price.*** The pricing of the Products to be supplied to CUSTOMER by NAPA pursuant to this Agreement shall be divided into: 1) ***"NAPA Product Price,"*** which is the pricing of NAPA branded or NAPA cataloged supplier manufactured products; and 2) ***"Non-NAPA Product Price,"*** which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA's proprietary catalog system but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non-NAPA Product shall be billed in accordance with the Pricing Plan Summary defined below.

(b) ***Operational Expenses.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit B ("Corporate Allocation Expenses") which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement. These Corporate Allocation Expenses allow NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

**PRICING PLAN SUMMARY**

| | |
|---|---|
| NAPA Product Price | Billed to CUSTOMER at a 10% gross profit rate (The formula for NAPA Product Price for CUSTOMER is the Current NAPA Jobber Acquisition Cost divided by .90) This formula will achieve the gross profit rate set forth above. Example: Current NAPA Jobber Acquisition Cost is $1.00. CUSTOMER's price would be $1.00/.90=$1.11 |
| Non-NAPA Product Price | Billed to CUSTOMER at a 10% gross profit rate (The formula for Non-NAPA Product Price for CUSTOMER is NAPA's current product acquisition cost divided by .90) This formula will achieve the gross profit rate set forth above. Example: current product acquisition cost 1s $1.00. CUSTOMER's price would be $1.00/.90=$1.11 |
| Operational Expenses | Billed to CUSTOMER in accordance with Section 7(b) above. |
| Net Profit Target | 10% net profit for the NAPA On Site Store(s) after Products and Operational Expenses are billed to CUSTOMER. |

Both NAPA Product and Non-NAPA Product shall be set by NAPA to yield a gross profit often percent (10%). Operational Expenses will be charged to CUSTOMER in accordance with Section 7(b) above, with all such charges for Operational Expenses to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for Operational Expenses on an "in arrears" basis.

In addition, NAPA may use any sub-contractor for the procurement of "outside" services (i.e., those services not traditionally performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a ten percent (10%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside service purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of

parts or services that may not be procured by NAPA in relation to this Agreement.

In addition to sales of NAPA Products and Non-NAPA Products which NAPA may make to CUSTOMER's Fleet Department, NAPA may also sell NAPA Products and Non-NAPA Products to other departments of the CUSTOMER, and CUSTOMER hereby consents to all of such sales. NAPA sell NAPA Products and Non-NAPA Products to such other CUSTOMER departments, and shall bill CUSTOMER for any purchases made by such departments based on the following pricing profiles:

| | |
|---|---|
| NAPA Product Price | Billed to CUSTOMER at a 20% gross profit rate (The formula for NAPA Product Price for CUSTOMER departments other than CUSTOMER's fleet department is Current NAPA Jobber Acquisition Cost divided by .80) This formula will achieve the gross profit rate set forth above. Example: Current NAPA Jobber Acquisition Cost is $1.00. CUSTOMER's price would be $1.00/.80=$1.25 |
| Non-NAPA Product Price | Billed to CUSTOMER at a 20% gross profit rate (The formula for Non-NAPA Product Price for CUSTOMER departments other than CUSTOMER's fleet department is the current product acquisition cost divided by .80) This formula will achieve the gross profit rate set forth above. Example: current product acquisition cost is $1.00. The price would be $1.00/.80=$1.25 |

Both NAPA Product and Non-NAPA Product sold to CUSTOMER departments other than CUSTOMER's fleet department shall be set by NAPA to yield a gross profit of twenty percent (20%), and NAPA agrees that it shall apply a monthly credit to CUSTOMER's Operational Expense bill in an amount equal to fifty percent (50%) of the gross profit NAPA receives from sales of NAPA Products and Non-NAPA Products to CUSTOMER departments other than CUSTOMER's fleet department."

**3.** **Conflict.** Except as hereby amended, the Agreement shall remain unchanged in full force and effect. If there is any conflict between the terms and provisions of the Agreement and the terms and provisions of this Amendment, this Amendment shall control.

**4.** **Governing Law.** This Amendment shall be construed and interpreted

under the laws of the State of Oklahoma.

**5.** **Counterparts.** This Amendment may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

**[Signatures Appear on Next Page]**

**IN WITNESS WHEREOF,** the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

GENUINE PARTS COMPANY

By: "== _.,.q-.,,,.-- -¥- --. - - -
Name: -F::J[...!_J'-117',s -..-""""-
Title: 'l lo... I/ p

THE CITY OF BROKEN ARROW

t>r Ou,r WiWifU,,
By: Mayor Debt a W impee
Name: ___ _
Title: Mayor
lOlo/2023

Danny Littlefield
Danny Littlefield
Deputy City Attorney
City of Broken Arrow
8/23/2023

BROKEN ARROW MUNICIPAL AUTHORITY CORPORATE SEAL OKLAHOMA

--):::\
Curtis Green
secretary
Broken Arrow Municipal Author
10/6/2023

**AMENDMENT TO INTEGRATED SUPPLY AGREEMENT BETWEEN**
**GENUINE PARTS COMPANY**
**AND**
**CITY OF BOKEN ARROW**

THIS **AMENDMENT TO INTEGRATED SUPPLY AGREEMENT** (this "Amendment") is entered into this 1st day of August, 2023 (the "Amendment Effective Date") by and between **GENUINE PARTS COMPANY,** a Georgia corporation ("NAPA") and **THE CITY OF BROKEN ARROW** ("CUSTOMER").

WHEREAS, NAPA and CUSTOMER are parties to that certain Integrated Supply Agreement dated as of August 1, 2023 (the "Agreement") for the supply and sale of automotive parts and related supplies at certain locations as required by CUSTOMER; and

WHEREAS, NAPA and CUSTOMER desire to amend the Agreement according to the terms set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NAPA and CUSTOMER hereby agree to amend the Agreement as follows:

1. **Amend the following:**

**22. LIMITATION OF LIABILITY.** WHILE NOT APPLICABLE TO BREACHES OF CONFIDENTIALITY PROVISIONS, THE PARTIES HEREBY DISCLAIM ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES IN ANY WAY RELATED TO THIS AGREEMENT, THEIR OTHER BUSINESS RELATIONSHIPS, OR THE TRANSACTIONS CONTEMPLATED HEREIN.

To the following:

**22. LIMITATION OF LIABILITY.** WHILE NOT APPLICABLE TO BREACHES OF CONFIDENTIALITY PROVISIONS, FRAUD, WILLFUL INJURY TO THE PERSON OR PROPERTY OF ANOTHER, WILLFUL OR NEGLIGENT VIOLATIONS OF LAW, THE PARTIES HEREBY DISCLAIM ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES IN ANY WAY RELATED TO THIS AGREEMENT, THEIR OTHER BUSINESS RELATIONSHIPS, OR THE TRANSACTIONS CONTEMPLATED HEREIN.

2. **Conflict.** Except as hereby amended, the Agreement shall remam

unchanged in full force and effect. If there is any conflict between the terms and provisions of the Agreement and the terms and provisions of this Amendment, this Amendment shall control.

**3. Governing Law.** This Amendment shall be construed and interpreted under the laws of the State of Oklahoma.

**4. Counterparts.** This Amendment may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

**IN WITNESS WHEREOF,** the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

GENUINE PARTS COMPANY

By: _____
Name: Art Fischer
Title: Division VP

THE CITY OF BROKEN ARROW

By: t>v- Dt1v-0v UJirU.,
Name: Mayor Debra Wimpee
---
Title: Mayor
10/6/2023

Danny Littlefield
Danny Littlefield
Deputy City Attorney
City of Broken Arrow
8/23/2023

BROKEN ARROW MUNICIPAL AUTHORITY CORPORATE SEAL OKLAHOMA

- 3 j
Curtis Green
secretary
Broken Arrow Municipal Author
10/6/2023

CITY OF
BROKEN ARROW
*Where opportunity lives*

**Pass3CONTRACT RENEWAL NO. 1**

This amendment by and between the Supplier or Contractor and The City of Broken Arrow defined below shall be effective as of the date this Amendment is fully executed. To the extent the award requires The City of Broken Arrow 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.

| City of Broken Arrow | |
|---|---|
| **Supplier or Contractor Full Legal Name:** | Genuine Parts Company<br>DBA: Napa Auto Parts |
| **Original RFP Number:** | N/A |
| **RFP Title Name:** | Integrated Supply Agreement |
| **Original Award Date:** | 07-31-2023 |
| **Current Contract Term:** | 07/01/2023 Through 06/30/2024 |
| **Amendment No.:** | |
| | |
| | |

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:** | 07/01/2024 |
| **End Date of New Contract Term:** | 06/30/2025 |

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)** | Genuine Parts Company DBA NAPA Auto Parts |
| **Authorized Signature:** | Art Fischer<br>Art Fischer (Aug 16, 2024 08:23 EDT) |
| **Printed Name and Title of Person Signing:** | Art Fischer, Division Vice President |
| **Date:** | 24/08/16 |
| **Company Address:** | 5420 Peachtree Industrial Blvd.<br>Norcross, GA 30071 |

**City of Broken Arrow**

| | |
|---|---|
| **Authorized Signature:** | |
| **Printed Name and Title of Person Signing:** | Purchasing Manager, Blake Dampf |
| **Date:** | 08/05/2024 |

# City of Broken Arrow . NAPA IBS Renewal 2024

Final Audit Report 2024-08-16

| | |
|---|---|
| Created: | 2024-08-16 |
| By: | Hunter Beal (hunter_beal@genpt.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA4SVZA7PVEBnT0HrOYoBoKtBn2KLjeYzX |

## "City of Broken Arrow . NAPA IBS Renewal 2024" History

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Document e-signed by Art Fischer (art_fischer@genpt.com)
Signature Date: 2024-08-16 - 12:23:56 PM GMT - Time Source: server

Agreement completed.
2024-08-16 - 12:23:56 PM GMT

CITY OF
BROKEN ARROW
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**CONTRACT RENEWAL NO. 2 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:** | Genuine Parts Company<br>DBA: Napa Auto Parts |
| **Original RFP Number:** | Sourcewell Cooperative Purchasing contract (formerly NJPA) number 090624-GPC |
| **RFP Title Name:** | Integrated Supply Agreement |
| **Original Award Date:** | 07-31-23 |
| **Current Contract Term:** | 07/01/2024 Through 06/30/2025 |
| **Amendment No.:** | Renewal Number #2 |
| | |
| | |

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
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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)** | Genuine Parts Company dba NAPA Auto Parts |
| **Authorized Signature:** | Art Fischer<br>Art Fischer (May 30, 2025 15:54 EDT) |
| **Printed Name and Title of Person Signing:** | Art Fischer, Vice President |
| **Date:** | 30-May-2025 |
| **Company Address:** | 2999 Wildwood Parkway<br>Atlanta, GA 30339 |

**Broken Arrow City Council**

| | |
|---|---|
| **Authorized Signature:** | |
| **Printed Name and Title of Person Signing:** | |
| **Date:** | |

# Contract Renewal Template

Final Audit Report 2025-05-30

| | |
|---|---|
| Created: | 2025-05-30 |
| By: | Hunter Beal (hunter_beal@genpt.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAoNDgsa8dDtq7drCK9UZFdN5TWccQmNSI |

## "Contract Renewal Template" History

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Document e-signed by Art Fischer (art_fischer@genpt.com)
Signature Date: 2025-05-30 - 7:54:15 PM GMT - Time Source: server

Agreement completed.
2025-05-30 - 7:54:15 PM GMT

CITY OF
BROKEN ARROW
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**CONTRACT RENEWAL NO. 3 of 4**

This renewal is entered into by and between the Supplier or Contractor and Broken Arrow Municipal Authority as defined below shall be effective **July 1, 2026**. To the extent the award requires Broken Arrow Municipal Authority to issue a Notice of Award Renewal for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Renewal.

| Broken Arrow Municipal Authority | |
|---|---|
| **Company's Full Legal Name:** | **Genuine Parts Company DBA: Napa Auto Parts** |
| **Original RFP Number:** | **Sourcewell Cooperative Purchasing contract (formerly NJPA) Number 090624-GPC** |
| **RFP Title Name:** | **Integrated Supply Agreement** |
| **Original Award Date:** | **July 31, 2023** |
| **Current Contract Term:** | **07/01/2025 Through 06/30/2026** |
| **Renewal No.:** | **3** |

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:** | **07/01/2026** |
| **End Date of New Contract Term:** | **06/30/2027** |

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 Renewal 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 Renewal, the contract awarded on or about **July 31, 2023**, 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 Renewal and the contract (including any written Renewals 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 Renewal to be duly executed by their authorized representatives.

CITY OF
BROKEN ARROW
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## Contractor – Company's Legal Name

| | |
|---|---|
| **Company's Legal Name:** | Genuine Parts Company |
| **Authorized Signature:** | Art Fischer |
| **Printed Name and Title of Person Signing:** | Art Fischer |
| **Date:** | 6/9/2026 |
| **Company Address:** | 2999 Wildwood PKWY United States<br>Atlanta Georgia |

## Broken Arrow City Council Mayor

| | |
|---|---|
| **Authorized Signature:** | Debra Wimpee |
| **Printed Name and Title of Person Signing:** | Debra Wimpee Mayor |
| **Date:** | 6/9/2026 |

## Broken Arrow City Attorney

| | |
|---|---|
| **Authorized Signature:** | James Walters |
| **Printed Name and Title of Person Signing:** | James Walters Dep City Atty |
| **Date:** | 6/9/2026 |

## Broken Arrow City Clerk

| | |
|---|---|
| **Authorized Signature:** | Curtis Green |
| **Printed Name and Title of Person Signing:** | Curtis Green Secretary |
| **Date:** | 6/9/2026 |

## Stamp for Broken Arrow Municipal Authority

BROKEN ARROW MUNICIPAL AUTHORITY CORPORATE SEAL OKLAHOMA

# City of Broken Arrow

## Request for Action

**File #:** 26-793, **Version:** 1

**Broken Arrow Municipal Authority**
**Meeting of: 6-15-2026**

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

**Background:**
Last year (FY26), a 2-year 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 FY27, the second year of the approved 2-year agreement, dependent on funding approval for the second year.

The GIS department seeks to renew the second year of 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:** Broken Arrow OK ArcGIS Enterprise Administration

**Recommendation:**
Approval of and authorization to execute second year of a 2-Year Geographic Information Services (GIS) Services Agreement for Managed GIS Services (ArcGIS Enterprise Administration) from Cloudpoint Geospatial.

928 W. Mt. Vernon St.
Metamora, IL 61548
877.377.8124
sales@cloudpointgeo.com

# 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,** 2027 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.

928 W. Mt. Vernon St.
Metamora, IL 61548
877.377.8124
sales@cloudpointgeo.com

## 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

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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.

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# Signatures

In witness thereof, City of Broken Arrow and Cloudpoint Geospatial, Inc. agree to the terms as outlined herein on date: 6/23/2025

## City of Broken Arrow

| | |
|---|---|
| Signature | Debra Wimpee |
| Name | Debra Wimpee |
| Title | Mayor |
| Address | 220 South<br>First Street |
| City, State, Zip | Broken Arrow,<br>OK 74013 |

## Cloudpoint Geospatial

| | |
|---|---|
| Signature | Erin Strickler |
| Name | Erin Strickler |
| Title | Vice President |
| Address | 928 W. Mt. Vernon St. |
| City, State, Zip | Metamora, IL 61548 |

As approved
to form:

Danny Littlefield, Jr.

Danny Littlefield, Jr.

Deputy City Attorney

6/23/2025

BROKEN ARROW MUNICIPAL AUTHORITY CORPORATE SEAL OKLAHOMA

Curtis Green

6/23/2025

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# 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.

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**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

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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 #:** 26-828, **Version:** 1

**Broken Arrow Municipal Authority**
**Meeting of: 06-16-2026**

**Title:**
Approval of and authorization to execute the first renewal to Graham Mechanical HVAC LLC as the vendor for HVAC services under $2,500

**Background:**
To improve service while decreasing costs, the Maintenance Services Department is recommending the renewal of the agreement with Graham Mechanical HVAC LLC under the terms of the original bid which allows for annual renewals. This renewal will cover the period of July 1, 2026, through June 30, 2027.

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 executing the first renewal to Graham Mechanical. 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:** Graham Mechanical Bid Doc's, Signed HVAC_Renewal-26-27-_City_Council__BAMA, BID#25.166-HVAC Services under $2500-TABULATION

**Recommendation:**
Approval of and authorization to execute the first renewal to Graham Mechanical HVAC LLC as the vendor for HVAC services under $2,500

Bid # ~~XX.XXX~~ 25.166

**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
City State Zip Code

Email: daleggraham@gmail.com

Signature: _____ ~~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: Mar 27, 2029 _____
Notary Public (or Clerk or Judge)

ALEXIS SANKO
Notary Public - State of Oklahoma
Commission Number 25003645
My Commission Expires Mar 27, 2029

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

Bid # ~~XX.XXX~~ 25.166

**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: Manage 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 74447
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

Bid # ~~XX.XXX~~ 25.166

**ATTACHMENT D**
**INTEREST AFFIDAVIT**

**The following affidavit is to accompany the proposal:**

STATE OF: Oklahoma

COUNTY OF: Tulsa

Dale Graham, 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.

x _____

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

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

ALEXIS SANKO
Notary Public - State of Oklahoma
Commission Number 25003645
My Commission Expires Mar 27, 2029

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

Bid # ~~XX.XXX~~ 25.166

**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))

ALEXIS SANKO
Notary Public - State of Oklahoma
Commission Number 25003645
My Commission Expires Mar 27, 2029

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

CITY OF
BROKEN ARROW
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**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:** | Graham Mechanical |
| **Original RFP Number:** | 25.166 |
| **RFP Title Name:** | HVAC Services under $2,500 |
| **Original Award Date:** | 06/16/25 |
| **Current Contract Term:** | 06/16/2025 Through 06/30/2026 |
| **Amendment No.:** | 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:** | 07/01/2026 |
| **End Date of New Contract Term:** | 06/30/2027 |

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)** | Dale Graham |
| **Authorized Signature:** | Dale Graham |
| **Printed Name and Title of Person Signing:** | Dale Graham |
| **Date:** | 5/18/2026 |
| **Company Address:** | 2828 E. 51st Street Suite 100 Tulsa OK 74105 |

**Broken Arrow City Council**

| | |
|---|---|
| **Authorized Signature:** | Debra Wimpee |
| **Printed Name and Title of Person Signing:** | Debra Wimpee Mayor |
| **Date:** | 5/19/2026 |

James Walters
James Walters
Dep City Atty
5/19/2026

Curtis Green
Curtis Green
City Clerk
5/19/2026

City Council

ITY OF
BROKEN ARROW
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**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:** | Graham Mechanical |
| **Original RFP Number:** | 25.166 |
| **RFP Title Name:** | HVAC Services under $2,500 |
| **Original Award Date:** | 06/16/25 |
| **Current Contract Term:** | 06/16/2025 Through 06/30/2026 |
| **Amendment No.:** | 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:** | 07/01/2026 |
| **End Date of New Contract Term:** | 06/30/2027 |

ITY OF
BROKEN ARROW
here 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)** | Dale Graham |
| **Authorized Signature:** | Dale Graham |
| **Printed Name and Title of Person Signing:** | Dale Graham |
| **Date:** | 5/18/2026 |
| **Company Address:** | 2828 E. 51st Street. Suite 100 Tulsa, OK 74105 |

**Broken Arrow Municipal Authority**

| | |
|---|---|
| **Authorized Signature:** | Debra Wimpee |
| **Printed Name and Title of Person Signing:** | Debra Wimpee Mayor |
| **Date:** | 5/19/2026 |

James Walters

James Walters

Dep City Atty

5/19/2026

Curtis Green

Curtis Green

City Clerk

5/19/2026

BAMA

BROKEN ARROW MUNICIPAL AUTHORITY CORPORATE SEAL OKLAHOMA

BROKEN ARROW
WHERE OPPORTUNITY LIVES

| 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, General Services Director**

# City of Broken Arrow

## Request for Action

**File #:** 26-863, **Version:** 1

**Broken Arrow Municipal Authority**
**Meeting of: 06-15-2026**

**Title:**
Approval of and authorization to execute the Professional Services Agreement with HDR Engineering, Inc. for 2026-2027 Verdigris River Water Treatment Plant On-Call Services

**Background:**
Since the Verdigris River Water Plant came online in 2014, HDR has provided on-call engineering services to assist Plant Staff when issues arise. The scope of work includes basic tasks for periodic communications, review of operational data, site visits, and other engineering or operations services at the request of City Staff.

This contract extends the on-call contract services for another year. The contract will be effective until June 30, 2027. The negotiated cost of $50,000 is an hourly not to exceed fee.

**Cost:** $50,000.00

**Funding Source:** Utilities Department O&M Budget - Fiscal Year 2027

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

**Approved By:** City Manager's Office

**Attachments:** Professional Services Agreement for 202-2027 Verdigris River Water Treatment Plant On -Call Services

**Recommendation:**
Approve and execute the Professional Services Agreement with HDR Engineering, Inc. for 2026-2027 Verdigris River Water Treatment Plant On-Call Services

**BROKEN ARROW MUNICIPAL AUTHORITY**
**PROFESSIONAL ANNUAL ON-CALL SERVICES AGREEMENT**
**FOR 2026-2027 VERDIGRIS RIVER WATER TREATMENT PLANT ON-CALL SERVICES**

**1. Professional Service Provider:**

a. Name: HDR Engineering, Inc.

b. Telephone No.: 972-960-4400

c. Address: 17111 Preston Road, Suite 300, Dallas, TX 75248-1232

**2. Project Title and Location:** Annual On-Call Services Agreement for the 2026-2027 Verdigris River Water Treatment Plant On-Call Servies in Broken Arrow, OK.

**3. Contract for:** Providing professional services associated with the Verdigris River Water Treatment Plant (VRWTP) for the Broken Arrow Municipal Authority. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Professional Service Provider agrees that this professional service shall be treated as an important service to the BAMA and also agrees to commit the time necessary to perform the professional services in a professional manner.

**4. Compensation**: Professional Service Provider shall be compensated on a time and material basis for costs incurred at Not to Exceed Fifty Thousand and No/100 ($50,000.00) for the entire Scope of the Professional Services rendered. Labor will be billed at hourly rates times a factor of 3.25, and expenses will be billed at cost. The parties agree that the Professional Service Provider's position is not a traditional BAMA employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time BAMA employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the BAMA's Administrative Policies.

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

**6. Time for Performance**: These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within the Three Hundred and Sixty-Five (365) calendar day contract after the date the Notice to Proceed is issued. The BAMA will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the BAMA on the hours required for the work item.

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

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

(1) General Liability Insurance, with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate;

(2) Automobile Liability Insurance, with a combined single limit of not less than $1,000,000 for each person, not less than $1,000,000 for each accident and not less than $1,000,000 for property damage; and

(3) Professional Liability Insurance, with a limit of $1,000,000 annual aggregate.

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

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

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

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

**11. Electronic Signatures**:

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

of electronically signed and/or submitted documents.

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

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

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

Broken Arrow Municipal Authority:

By: _____
Michael Spurgeon, General Manager

Date: _____

Attest: _____
Secretary [Seal]

Date: _____

Approved as to form:

D. Graham Parker
Assistant City Attorney

Professional Service Provider:
HDR Engineering, Inc.

By: _____
Lucas A. Bathurst

Title: Vice President

Date: 06/03/2026

Attest:
By: _____
Erin Pulido

Title: Administrative Office Manager

Date: 06/03/2026

**VERIFICATIONS**

State of Texas )
) §
County of Dallas )

Before me, a Notary Public, on this 3rd day of June 2026, personally appeared Lucas A. Bathurst, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or specify) of HDR Engineering, Inc. to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

_____
Notary Public

Jenifer Rayshell
Notary Public, State of Texas
Comm. Expires 04-06-2028
Notary ID 132433428

**BROKEN ARROW MUNICIPAL AUTHORITY**
**PROFESSIONAL ANNUAL ON-CALL SERVICES AGREEMENT**
**FOR 2026-2027 VERDIGRIS RIVER WATER TREATMENT PLANT ON-CALL SERVICES**

## ATTACHMENT A

### SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Engineering and Related Support Services associated with providing Hourly Professional On-Call Services. Services performed under the contract shall be performed on a not to exceed contract as requested by the BAMA.

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

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

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

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

3.1 The Professional Service Provider shall provide On-Call Professional Services. Professional Engineering services shall also include: identifying potential issues, identifying upgrades or replacements needed, and any further recommendations or assistance needed to maintain the VRWTP.

3.2 Work will be a not to exceed contract all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

[END OF ATTACHMENT A]

# City of Broken Arrow

## Request for Action

**File #:** 26-898, **Version:** 1

**Broken Arrow Municipal Authority**
**Meeting of: 06-15-2026**

**Title:**
Approval of and authorization to execute Amendment No. 1 to the Professional Consultant Agreement with Holloway, Updike and Bellen, Inc. for the Sanitary Sewer Lift Station Condition Assessment

**Background:**
The Broken Arrow Municipal Authority currently operates 32 lift stations across the sanitary sewer collection system. These lift stations vary 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. The initial contract with this project was for performing an updated condition assessment which was completed in the Spring of 2026.

During execution of the Sanitary Sewer Lift Station Condition Assessment, it was determined that the Old Adams Creek force main would provide valuable data for future commendations on upsizing/rehabilitating this station. The assessment work will include a force main inspection, field reconnaissance, data analysis, and a preparation of a technical memorandum. The force main inspection includes, but is not limited to, identification of air and gas pockets, leak and blockage detection, evaluation of system risks, and recommendations for future improvements. For this reason, Amendment No. 1 to the Professional Consultant Agreement was negotiated with Holloway, Updike and Bellen to provide an additional assessment for a fee of $44,657.00 for the Sewer Lift Station Condition Assessment.

**Cost:** $44,657.00

**Funding Source:** Utilities O&M

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

**Approved By:** City Manager's Office

**Attachments:** Sanitary Sewer Lift Station Condition Assessment Amendment No.1

**Recommendation:**
Approve and authorize execution of Amendment No.1 to the Professional Consultant Agreement with Holloway, Updike and Bellen, Inc. for Sanitary Sewer Lift Station Condition Assessment

**AMENDMENT NO. 1**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**BROKEN ARROW MUNICIPAL AUTHORITY**
**AND**
**HOLLOWAY, UPDIKE, AND BELLEN, INC.**
**FOR**
**SANITARY SEWER LIFT STATION CONDITION ASSESSMENTS**
**PROJECT NO. N/A**

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

**WITNESSETH:**

**WHEREAS**, OWNER and CONSULTANT entered into an AGREEMENT dated June 16, 2025 "ORIGINAL AGREEMENT" for services as set forth in said AGREEMENT; and

**WHEREAS**, said ORIGINAL AGREEMENT requires CONSULTANT to provide 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.

**WHEREAS**, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include a condition assessment of the Old Adams Creek force main system, including inspection, evaluation, and reporting services to support future maintenance, rehabilitation, and capital improvement planning.

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

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

**1. PROJECT SCOPE.**
This Amendment requires CONSULTANT to provide professional services (through Subconsultant) for the Old Adams Creek Force Main Condition Assessment, including project planning and data review, field reconnaissance,

internal force main inspection, analysis of inspection results, and preparation of a technical memorandum. Services will include assessment of force main conditions, identification of air and gas pockets, leak and blockage detection, evaluation of system risks, and recommendations for future maintenance, rehabilitation, and operational improvements. See Attachment A-1 for a detailed description of project scope.

**2. CHANGE IN AGREEMENT AMOUNT.**

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

| | |
|---|---|
| Original AGREEMENT Amount executed June 20, 2016 | $89,000.00 |
| Amendment No. 1: | |
| Subconsultant passthrough: | $70,150.00 |
| HUB 5% markup: | $3,507.00 |
| HUB fee (PA, coordination, etc.): | $6,000.00 |
| Deduct for unused Electrical Allowance: | -$15,000.00 |
| Deduct for unused Structural Allowance: | -$5,000.00 |
| Deduct for unused Capacity Allowance: | -$15,000.00 |
| Total Amendment No. 1: | $44,657.00 |
| Revised Total AGREEMENT Amount | $133,657.00 |

Refer to Attachment C-1 for detailed description of compensation and additional services.

**3. AMENDED PROJECT SCHEDULE**

Refer to Attachment E-1 for project schedule.

**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 L. Spurgeon, General Manager

Date: _____

Attest: _____
Secretary [Seal]

Date: _____

**CONSULTANT:**
Holloway, Updike & Bellen, Inc.

By: _____
Stephen Tolar, President

Date: 6-8-2026

(CORPORATE SEAL, IF APPLICABLE)

HOLLOWAY, UPDIKE & BELLEN, INC. CORPORATE SEAL OKLAHOMA

Attest: _____
Tiffany Hilton, Asst. Corp. Secretary

Date: 6/8/26

Approved as to form:

D. Graham Parker
Assistant City Attorney

**VERIFICATION**

State of Oklahoma )
) §
County of Tulsa )

Before me, a Notary Public, on this 8th day of June, 2026, personally appeared Stephen Tolar, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) 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 #04008955 EXP. 10-01-2028 STATE OF OKLAHOMA

_____
Notary Public

**ATTACHMENT A-1**
**TO**
**AMENDMENT NO. 1 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, 2026.

## 1.0 PROJECT UNDERSTANDING

1.1 CONSULTANT understands that the OWNER has retained their professional services in order to provide professional services (through Subconsultant) for the Old Adams Creek Force Main Condition Assessment, including project planning and data review, field reconnaissance, internal force main inspection, analysis of inspection results, and preparation of a technical memorandum. Services will include assessment of force main conditions, identification of air and gas pockets, leak and blockage detection, evaluation of system risks, and recommendations for future maintenance, rehabilitation, and operational improvements.

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 CONSULTANT will perform (through subconsultant) Adams Creek NW force main assessment located at the Adams Creek NW Lift Station. Scope of work includes:

2.1.1 Project Administration and Preliminary Risk Assessment:

a. Provide project management services including invoicing, scope, schedule, and fee tracking, and closeout services.
b. Meet with BAMA staff as necessary to discuss progress of the project.
c. Using GIS shapefiles, prepare preliminary risk assessment technical memorandum for sewer force mains in BAMA's collection system:
    i. Estimate percentage of design life used, comparing force main age to the design life of the pipe.
    ii. Assign a High/Medium/Low risk score for the following failure modes:
        1. Structural Integrity: risk of failure from increased overburden load compared to original installation conditions.
        2. External Corrosion: Identify risk of external pipe wall loss from soil environments.
        3. Internal Corrosion: Identify risk of internal pipe wall loss from wastewater environment.

4. Environmental Impact: Identify impact due to the surrounding environment resulting from a force main failure.
5. System Impact: Identify the impact to the collection system resulting from a force main failure.

2.1.2 Preparatory Work & Data Review

a. Conduct a kickoff meeting with the BAMA staff to discuss the project.
b. Discuss pump station history, operation, and maintenance.
c. Gather and review all available data from the BAMA regarding the lift stations and force mains, including GIS maps and databases, design and/or record drawings, maintenance, modification/rehabilitation, and repair records, past inspection data, lift station operational data, and any other related data.
    i. Dye Test Travel Time Calculations
    ii. Finalize Launch and Retrieval Locations
d. Share follow-up questions with the BAMA for discussion during the site visit.
e. Prepare for a field planning visit.
f. INGU Data Preparation
    i. Kickoff Meeting – RJN and INGU
    ii. INGU Deliverables
        1. KMZ File of Force Main Paths
        2. Excel Elevation Profile(s)
        3. Questionnaire(s)
g. Meet with BAMA staff on-site for site visit inspections. During visit, discuss any questions that arose during the data review process.
h. Pump station field check:
    i. Perform general assessments including verifying data from data review and accessing force main access for internal inspections.
    ii. Observe pump operations and conduct a dye test to measure travel time.
    iii. Discuss and confirm the ability to provide supplemental water to wet well for extended pumping of lift station to complete inspection, if necessary.
    iv. GPS locate (mapping grade) lift station structure.
i. Force main field check:
    i. Visually inspect all air-release valves (ARV) and structures on the force main routes. Observe valve exercising by BAMA staff to confirm operation, if possible.
    ii. Inspect force main outlets. Look for signs of corrosion and H2S gas and lamp up the force main pipes, as able. Determine methodology for catching Pipers.
    iii. GPS locate ARVs, known bends, other force main structures, and downstream discharge structures using an antenna, and incorporate this data into a KMZ file
j. Provide access to collected data on Clarity®, RJN's online data management hub.

2.1.3 Force Main Inspection

a. Discuss results of preliminary assessment with BAMA staff. Confirm that internal inspection of the force mains is feasible.
b. Contract with INGU on the rental of Pipers multi-sensors.
c. Provide equipment and personnel as necessary to perform internal inspection of the force mains and retrieval of the inspection tools.

Customize catching devices as necessary for force main discharge points.

d. Work with BAMA staff to assist in the launching, the operation of the pump station and the retrieval at the discharge manhole.
    i. Perform two Piper deployments per force main.

2.1.4 Data Evaluation and Technical Memorandum (TM)

a. Review and analyze inspection results and recommendations.
    i. Pipers' technology includes the following results:
        1. Acoustic leak detection
        2. Air and gas pocket detection
        3. High resolution pressure sensing
        4. Deposit, debris, and blockage locating
b. Include a summary of the work completed and results of the internal screening.
c. Prepare a GIS map of the force main systems, including findings from the site inspections, document review, and internal screening.
d. Provide recommendations for further inspections, rehabilitation/repair, and/or maintenance of the force mains.
e. Provide high-level budgetary estimates and recommended implementation timeline based on urgency.
f. Technical Memorandum (TM) Submittal:
    i. Provide a digital draft of TM,
    ii. Revise draft based on BAMA staff comments and submit a digital and two hard copies (if desired) of final TM.
    iii. Provide digital copies of all data, results, and photographs from inspections.
    iv. Upload final report to Clarity and submit a digital and two hard copies (if desired).

3.1 Items Requested from the OWNER

1. Updated GIS geodatabases and/or shape files for the sanitary sewer collection system.
2. Copies of available plan sets, specifications, record/as-built drawings, hydraulic profiles, pump records, or other documents related to the lift stations and force mains.
3. Access to sanitary structures for inspection. Assistance locating and opening seized/buried manholes and valve vaults/boxes as required.
4. If necessary, vacuum out structures that are inundated with infiltration.
5. We request the City operate pump station and valves and pumps during Pipers launch and assist by opening launch locations and inserting Pipers.
6. Provide supplemental water for continuous pumping of the lift station during the tests, if necessary.
7. Assistance with traffic control in high traffic areas, as necessary.

**ATTACHMENT C-1**
**TO**
**AMENDMENT NO. 1 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 and shall be made a part of the AGREEMENT dated the ___ day of June, 2026.

### 1.0 Basic Compensation

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A-1 shall be in accordance with the following payment breakdown

1.1 Project Management & Preliminary Risk Assessment: The OWNER shall pay the CONSULTANT a lump sum amount of $12,510.00 for the completion of the Project Management & Preliminary Risk Assessment. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 Preparatory Work, Data Review & Planning: The OWNER shall pay the CONSULTANT a lump sum amount of $20,212.00 for the completion of the Preparatory Work, Data Review & Planning. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.3 Force Main Inspection: The OWNER shall pay the CONSULTANT a lump sum amount of $26,775.00 for the completion of the Force Main Inspection. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.4 Data Evaluation and Technical Memorandum: The OWNER shall pay the CONSULTANT a lump sum amount of $20,160.00 for the completion of the Data Evaluation and Technical Memorandum. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

### 2.0 ADDITIONAL SERVICES BASED ON TIME

Additional work and compensation shall be performed upon joint approval by the OWNER and CONSULTANT in the form of an Amendment.

### 3.0 REPRODUCTION

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

**4.0 MILEAGE**

All direct costs shall be included in the Basic Compensation of the 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 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 E-1**
**TO**
**AMENDMENT NO. 1 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**

## PROJECT SCHEDULE

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

### 1.0 Field Reconnaissance Visit

1.1 Will be completed following the kickoff meetings with OWNER and INGU. To be Completed within two (2) month of a signed agreement.

### 2.0 Internal Inspections

2.1 To be completed within two (2) months of a successful field reconnaissance visit.

### 3.0 Technical Memorandum

3.1 To be completed within two (2) months of successful Internal Inspection.

# City of Broken Arrow

## Request for Action

**File #:** 26-853, **Version:** 1

**Broken Arrow Municipal Authority**
**Meeting of: 06-15-2026**

**Title:**
Approval of and authorization to execute a renewal agreement with Infinity Fire for Fire Monitoring Services

**Background:**
To improve service while decreasing costs, the Maintenance Services Department is recommending the first renewal of the agreement with Infinity Fire for fire monitoring serviceses, under the terms of the original bid which allows for annual renewals. This renewal will cover the period of July 1, 2026, through June 30, 2027.

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.

**Cost:** Stated in Proposal

**Funding Source:** Multiple Funding Sources

**Requested By:** Ryan Baze, Director of Maintenance Services

**Approved By:** City Manager's Office

**Attachments:** Infinity Fire Bid Doc's, Signed BID_25.162-FIRE_MONITORING_SERVICES-TABULATIONS, Signed Renewal_26-27-Fire_Monitoring_Services-BAMA

**Recommendation:**
Approval of and authorization to execute a renewal agreement with Infinity Fire for Fire Monitoring Services

**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: Gary Charles Jones

Date: 05.28.2025

Company Name: Infinity Fire LLC

Address: 104 S. 109th E. Place Tulsa, OK 74128
City State Zip Code

Email: gary@infinityfirellc.com

Signature: Gary C. Jones Official Title: Chief Operating Officer

Please print or type name clearly: Gary C. Jones

Telephone: 918.520.1567 Fax Number: n/a

Federal Tax ID Number: 87-2652735

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 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 (City) OK (State) 73103 (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 (City) OK (State) 74055 (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 (City) OK (State) 74036 (Zip Code)

Email Address: clintt@inola.k12.ok.us

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

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 20 25

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
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**CONTRACT RENEWAL NO. 1 of 4**

This renewal is entered into by and between the Supplier or Contractor and Broken Arrow Municipal Authority as defined below shall be effective July 1, 2026. To the extent the award requires Broken Arrow Municipal Authority to issue a Notice of Award Renewal for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Renewal.

| Broken Arrow Municipal Authority | |
|---|---|
| **Supplier or Contractor Full Legal Name:** | TLS |
| **Original RFP Number:** | 25.178 |
| **RFP Title Name:** | Traffic Signal Repair and Service |
| **Original Award Date:** | 09/02/2025 |
| **Current Contract Term:** | 09/02/2025 Through 06/30/2026 |
| **Amendment No.:** | 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:** | 07/01/2026 |
| **End Date of New Contract Term:** | 06/30/2027 |

CITY OF
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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 Renewal 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 Renewal, 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 Renewal 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)** | TLS Group, Inc. |
| **Authorized Signature:** | |
| **Printed Name and Title of Person Signing:** | Wayne Kennedy |
| **Date:** | 5/14/26 |
| **Company Address:** | P.O. Box 14788<br>OKC, OK 73113 |

**Broken Arrow Municipal Authority**

| | | |
|---|---|---|
| **Authorized Signature:** | Debra Wimpee | |
| **Printed Name and Title of Person Signing:** | Debra Wimpee | Mayor |
| **Date:** | 6/4/2026 | |

CITY OF
BROKEN ARROW
*Where opportunity lives*

## Broken Arrow City Attorney

| | | |
|---|---|---|
| **Authorized Signature:** | James Walters | |
| **Printed Name and Title of Person Signing:** | James Walters | Dep City Atty |
| **Date:** | 6/4/2026 | |

## Broken Arrow City Clerk

| | | |
|---|---|---|
| **Authorized Signature:** | Curtis Green | |
| **Printed Name and Title of Person Signing:** | Curtis Green | Secretary |
| **Date:** | 6/4/2026 | |

## Stamp for Broken Arrow Municipal Authority

BROKEN ARROW MUNICIPAL AUTHORITY
CORPORATE
SEAL
OKLAHOMA

# City of Broken Arrow

## Request for Action

**File #:** 26-949, **Version:** 1

**Broken Arrow Municipal Authority**
**Meeting of: 06-15-2026**

**Title:**
Approval of and authorization to execute renewal of LarMar Industries for Generator Service and Repair

**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. This contract was updated to add several other facilities to ensure continuity and reliability. After evaluating the proposals, it was determined that Larmar Industries submitted the most advantageous bid for the City. The request for proposal included options for contract renewals, contingent on the approval of the Governing Body.

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

**Cost:** $34,400

**Funding Source:** Multiple Funding Sources

**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, RFP 24.124 Generator Service _ Updated 2-13-24, Larmar additional Facilities, Larmar_Renewal_BAMA.docx

**Recommendation:**
Approve and authorize execution of renewal of LarMar Industries for Lift Station Generator Service and Repair

**RFP 24.124**

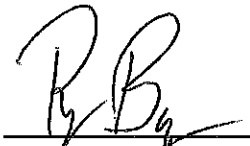
Generator Services

RFP Opening Date: 02/28/24

| Vendor | Description | Cost (4 MTH) | Cost (12 MTH) |
|---|---|---|---|
| Cummins | Generator Service & Repair | $25,250.00 | $54,650.00 |
| Larmar 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 | CBLS | 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

City State Zip Code

Signature: _____ Official Title: CEO

**Please print or type name clearly:** John Larson

Telephone Number: 432-561-8700 **Email Address:** jlarson@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

**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 Ltd, Inc, LarMac Paver, 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 5th day of March 20 24

My Commission Expires: 07/31/2027

Christi Foote
Notary Public (or Clerk or Judge)

CHRISTI JOYCE FOOTE
Notary ID #2292405
My Commission Expires
July 31, 2027

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

## INTEREST AFFIDAVIT

**The following affidavit is to accompany the proposal:**

STATE OF: Texas

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 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 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 5th day of March 20 24

My Commission Expires: 08/31/2027

Notary Public

# CITY OF BROKEN ARROW

## REQUEST FOR PROPOSAL
## RFP 24.124

## GENERATOR SERVICE and REPAIR

Issue Date: **February 16th, 2024**

The City of Broken Arrow, Oklahoma (hereinafter referred to as "City"), desires to select a firm to provide generator service and repair at our various lift stations located throughout Broken Arrow. The successful firm will enter into an annual agreement effective from the date of the City Council award through June 30th, 2024. 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 proposal, including a description of your services and fees and return to the City of Broken Arrow Purchasing Division, 1700 West Detroit, Broken Arrow Ok. 74012. **on or before 10:30 a.m. CST, Wednesday, March 6th, 2024. RFP opening will be at 11:00 a.m. CST, on the same day at the Broken Arrow Purchasing Office 1700 West Detroit, Broken Arrow, OK 74012. Late proposals will not be considered.**

**There will be a mandatory pre-proposal meeting on Tuesday, February 27th, 2024. Directly after the mandatory pre-proposal meeting a city representative will be available to tour any requested generator locations. Please meet at Broken Arrow Operations Building, 485 North Poplar Ave, Broken Arrow, OK, 74012 at 10:30 a.m. (CST) in room 117-C. Be prepared to transport yourself. ATTENDANCE (IN PERSON) AT THE PRE-PROPOSAL MEETING IS REQUIRED TO SUBMIT A PROPOSAL.**

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. If you have any questions or need additional information, contact:

**Ryan Baze**
**Maintenance Services Director**
**City of Broken Arrow**
**918-259-7000 ext. 7263.**

## 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 | CBLS | 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.

- 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.**

**$_____**

**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.**

**$_____**

**Maintenance Contract Rates:**

Hourly Labor Rate during normal working times: $_____

After Hours Labor Rate: $_____

Holiday Hours Labor Rate: $_____

Minimum Call-Out Time: $_____

Milage Rate: $_____

Parts Discount or Mark-up: _____

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:**

_____ Date: _____
Company Name

Address: _____
City State Zip Code

Signature: _____ Official Title: _____

**Please print or type name clearly**: _____

Telephone Number: _____ **Email Address**: _____

Federal Tax ID Number: _____

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 four months to end June 30th, 2024, based on annual available funding. Services are tentatively set to begin the date of City Council approval and run through June 2024, with option to renew up to four years.

- This agreement may be terminated by either party by giving a thirty (30) day written notice prior to the termination date. The City may stop services due to funding, lack of service needed, poor performance or any other reason deemed appropriate by the City of Broken Arrow. REPEATED DEFICIENCIES IN THE PERFORMANCE OF THE SERVICES LISTED ABOVE WILL BE DEEMED UNSATISFACTORY PERFORMANCE AND WILL LEAD TO CANCELLATION OF THE AGREEMENT FOR DEFAULT.

- The agreement may be amended or altered from time to time, either in part or in whole, by written agreement signed by each of the parties hereto.

- The contract will provide for, at the option of the City of Broken Arrow successive month renewal periods after the contract period until such time new proposals are sought.

- All Contractors desiring to provide generator service and repair need to become familiar with the site prior to submitting a proposal. The Contractor shall not be relieved from assuming all responsibility for properly estimating the cost of performing the services required due to failure of investigating the conditions or becoming acquainted with all services to be performed. **There will be a mandatory pre-proposal meeting on Tuesday, February 27th, 2024. Directly after the mandatory pre-proposal meeting a city representative will be available to tour any requested generator locations. Please meet at Broken Arrow Operations Building, 485 North Poplar Ave, Broken Arrow, OK, 74012 at 10:30 a.m. (CST) in room 117-C. Be prepared to transport yourself. ATTENDANCE (IN PERSON) AT THE PRE-PROPOSAL MEETING IS REQUIRED TO SUBMIT A PROPOSAL.**

- The contractor must make all attempts to safeguard City and its employee's personal belongings within the facility and not to damage the facility or any of its amenities or contents. The City reserves the right to collect for loss and damages that are incurred by the contractor during the service contract. Damages will subject to claim by the City under provisions of public liability and the contractor's insurance policy. **The City's Minimum Insurance requirements are included in this proposal. Proof of compliance must be included with your proposal.**

- Contract shall not be assigned or subcontracted by the contractor in part or whole without the written consent of The City of Broken Arrow.

- No award will be made until the City of Broken Arrow has had sufficient time to evaluate the proposals. The City of Broken Arrow reserves the right to contract in the best interest of the city.

**IMMIGRATION COMPLIANCE:**

- Contractor shall:
    - at all times during the term of this Contract, comply with all respects with 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

    - properly maintain, during the term of this Contract, 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

    - Verify 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

- Contractor will indemnify, defend and hold harmless the 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 utilized by Contractor.

**BILLING:**

- The City of Broken Arrow requires a single monthly invoice for all service included in this contract. All billing will be based on a calendar month.

- The Vendor shall submit with the invoice an itemized report showing, at minimum, the facility, location, supplies, and service provided.

- Billing shall be on or before the 15th of the month.

**PROPOSAL SUBMISSION REQUIREMENTS:**

Vendor must submit their proposal with the following information and shall follow all instructions and requirements contained in this proposal. Failure to submit a proposal on the provided forms for that purpose may be cause for rejection. Return of this complete document is required. Modification of or additions to this solicitation may be cause for rejection; however, the City of Broken Arrow reserves the right to decide on a case basis whether to reject such a proposal.

**Proposal:** Vendor must provide a written proposal indicating all services to be provided and the associated costs. This proposal shall meet the minimum requirements described above and, at contractors' discretion, may include other services that add value to their proposal. Any exceptions to the minimum requirements of this request for proposal shall be clearly described in the proposal.

Submit the proposal with the following documents attached:

- One (1) original proposal agreement (For all Generators) for review of legal terms and conditions: Submit with your proposal a sample agreement for the City to review.
- Vendor Qualifications Letter: On company letterhead, vendor must include a letter describing the age and location of business and vendor's qualifications, ability, and experience to perform this service, as well as an email address. It shall also state the total number of employees, to include any managers/supervisors planned to service this facility.
- References: Provide at least three references from the Tulsa/Broken Arrow metropolitan area where you currently provide services.
- Proof of insurance: See minimum insurance amounts required.
- Proposal Affidavit
- Interest Affidavit

**CLIENT REFERENCES**

**Organization: _____**

**Address: _____**

**Contract Person: _____Phone: _____**

**Date of Services: _____**

**Description/Scope of Services: _____**

**Organization: _____**

**Address: _____**

**Contract Person: _____Phone: _____**

**Date of Services: _____**

**Description/Scope of Services: _____**

**Organization: _____**

**Address: _____**

**Contract Person: _____Phone: _____**

**Date of Services: _____**

**Description/Scope of Services: _____**

**Organization: _____**

**Address: _____**

**Contract Person: _____Phone: _____**

**Date of Services: _____**

**Description/Scope of Services: _____**

City of Broken Arrow, Oklahoma
Minimum Insurance Amounts

**Owners Liability Insurance:**

| | |
|---|---|
| Comprehensive General Liability (with Broadform 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

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

## PROPOSAL AFFIDAVIT

**The following affidavit is to accompany the proposal:**

STATE OF: _____

COUNTY OF: _____

_____, of lawful age, being first duly sworn, on oath says: 1. (S)he is the duly authorized agent of _____, 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 _____ day of_____ 20_____

My Commission Expires: _____ _____

Notary Public (or Clerk or Judge)

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

## INTEREST AFFIDAVIT

**The following affidavit is to accompany the proposal:**

STATE OF: _____

COUNTY OF: _____

_____, 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 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 _____ day of _____ 20_____

My Commission Expires: _____ _____

Notary Public

CITY OF
BROKEN ARROW
*Where opportunity lives*

**CONTRACT RENEWAL NO. 2 of 4**

This renewal is entered into by and between the Supplier or Contractor and Broken Arrow Municipal Authority as defined below shall be effective **July 1, 2026**. To the extent the award requires Broken Arrow Municipal Authority to issue a Notice of Award Renewal for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Renewal.

| Broken Arrow Municipal Authority | |
|---|---|
| **Company's Full Legal Name:** | **Highpower Systems Oklahoma LLS DBA: Larmar Power** |
| **Original RFP Number:** | **24.124** |
| **RFP Title Name:** | **Generator Service & Repair** |
| **Original Award Date:** | **March 16, 2024** |
| **Current Contract Term:** | **07/01/2025 Through 06/30/2026** |
| **Renewal No.:** | **2** |

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:** | **07/01/2026** |
| **End Date of New Contract Term:** | **06/30/2027** |

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 Renewal 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 Renewal, the contract awarded on or about **March 16, 2024**, 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 Renewal and the contract (including any written Renewals 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 Renewal to be duly executed by their authorized representatives.

CITY OF
BROKEN ARROW
*Where opportunity lives*

## Contractor – Company's Legal Name

| | | | |
|---|---|---|---|
| **Company's Legal Name:** | HiPower of Oklahoma LLC | | |
| **Authorized Signature:** | John Larson | | |
| **Printed Name and Title of Person Signing:** | John Larson | President | |
| **Date:** | 6/10/2026 | | |
| **Company Address:** | PO Box 60050 | Midland | United States |
| | TX | 79711 | |

## Broken Arrow Municipal Authority Chair

| | | |
|---|---|---|
| **Authorized Signature:** | Debra Wimpee | |
| **Printed Name and Title of Person Signing:** | Debra Wimpee | Mayor |
| **Date:** | 6/10/2026 | |

## Broken Arrow City Attorney

| | | |
|---|---|---|
| **Authorized Signature:** | James Walters | |
| **Printed Name and Title of Person Signing:** | James Walters | Dep City Atty |
| **Date:** | 6/10/2026 | |

## Broken Arrow City Clerk

| | | |
|---|---|---|
| **Authorized Signature:** | Curtis Green | |
| **Printed Name and Title of Person Signing:** | Curtis Green | Secretary |
| **Date:** | 6/10/2026 | |

## Stamp for Broken Arrow Municipal Authority

BROKEN ARROW MUNICIPAL AUTHORITY CORPORATE SEAL OKLAHOMA

# City of Broken Arrow

## Request for Action

**File #:** 26-960, **Version:** 1

**Broken Arrow Municipal Authority**
**Meeting of: 06-15-2026**

**Title:**
Approval of and authorization to execute the Professional Services Agreement with RJN Group, INC. for 2026-2027 Permanent Flow Monitoring

**Background:**
The Broken Arrow Municipal Authority will be contracting with RJN Group, INC. who will be deploying permanent flow monitors throughout the distribution system to intermittingly monitor flows in the sanitary sewer lines. These instruments will help maintain a better understanding of the system and provide a higher level of community service for residents. The agreement will be for the flow monitoring devices, the installation of the devices and any related support services and will be directly with RJN Group, INC.

Staff recommends approval to execute the negotiated $168,680.00 to obtain the devices, install the equipment and coordinate the support services to obtain data. The contract is a not to exceed contract and is funded through Utilities BAMA O&M Budget fiscal year 2027

**Cost:** $168,680.00

**Funding Source:** Utilities Department O&M Budget - Fiscal Year 2027

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

**Approved By:** City Manager's Office

**Attachments:** Professional Services Agreement for 2026-2027 Permanent Flow Monitoring

**Recommendation:**
Approve and execute the Professional Services Agreement with RJN Group, INC. for 2026-2027 Permanent Flow Monitoring.

**BROKEN ARROW MUNICIPAL AUTHORITY**
**PROFESSIONAL SERVICES AGREEMENT**
**2026-2027 PERMANENT FLOW MONITORING**

**1. Professional Service Provider:**

a. Name: RJN Group, INC.

b. Telephone No.: 918-627-9737

c. Address: 4500 S Garnett Rd. Ste. 110, Tulsa, OK 74146

**2. Project Title and Location:** 2026-2027 Permanent Flow Monitoring within Broken Arrow, OK.

**3. Contract for:** Providing professional flow monitoring services associated with public works projects for the Broken Arrow Municipal Authority. Professional services to include providing a yearly flow monitoring period at the agreed upon locations within the City of Broken Arrow's collection system and related support services. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Professional Service Provider agrees that this professional service shall be treated as an important service to the BAMA and also agrees to commit the time necessary to perform the professional services in a professional manner.

**4. Compensation**: Professional Service Provider shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not to Exceed One Hundred Sixty-Eight Thousand Six Hundred Eighty and No/100 ($168,680.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional BAMA employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time BAMA employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the BAMA's Administrative Policies.

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

**6. Time for Performance**: These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within Three hundred Eighty (380) calendar days after the date the Notice to Proceed is issued. The BAMA will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the BAMA on the hours required for the work item.

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

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

(1) General Liability Insurance, with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate;

(2) Automobile Liability Insurance, with a combined single limit of not less than $1,000,000 for each person, not less than $1,000,000 for each accident and not less than $1,000,000 for property damage; and

(3) Professional Liability Insurance, with a limit of $1,000,000 annual aggregate.

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

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

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

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

**11. Electronic Signatures**:

The Parties agree this transaction may be completed by electronic means and an electronic signature on this Contract will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because is it in electronic form. If the Professional Services Provider signs this Contract electronically and/or submits documents electronically, the

Professional Services Provider agrees to comply with the BAMA's requirements for submission of electronically signed and/or submitted documents.

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

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

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

Broken Arrow Municipal Authority:

By: _____
Michael Spurgeon, General Manager

Date: _____

Attest: _____
Secretary [Seal]

Date: _____

Professional Service Provider:
RJN Group, INC.

By: _____

Title: Oklahoma Regional Manager

Date: 6/9/2026

Attest:
By: _____

Title: Regional Operations Lead

Date: 6/9/2026

Approved as to form:

D. Graham Parker
Assistant City Attorney

**VERIFICATIONS**

State of Oklahoma )
) §
County of Tulsa )

Before me, a Notary Public, on this 9th day of June 2026, personally appeared Jacob Brumbaugh, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Regional Manager (Please circle or specify) of RJN Group, INC. to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

AMY GENTRY
Notary Public - State of Oklahoma
Commission Number 16000355
My Commission Expires Jan 12, 2028

Amy Gentry
Notary Public

**BROKEN ARROW MUNICIPAL AUTHORITY**
**PROFESSIONAL SERVICES AGREEMENT**
**2026-2027 PERMANENT FLOW MONITORING**

## ATTACHMENT A

### SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Surveying and Related Support Services associated with providing a year flow monitoring period at the agreed upon locations within The City of Broken Arrow's collection system. Services performed under the contract shall be performed on a not to exceed contract as requested by the BAMA.

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

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

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

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

3.1 The Professional Service Provider shall provide a yearly Flow Monitoring Evaluation at the agreed upon locations by RJN Group and BAMA. Professional services shall also include: services outlined in Attachment B (RJN 2026-2027 Flow Monitoring Proposal), Flow Monitoring support services provided by RJN Group with RJN Flow Monitoring Equipment at agreed upon locations within the City of Broken Arrow's collection system and a Flow Data Report with a summary of all findings and data collected in the evaluation of the selected locations.

3.2 Work will be a not to exceed contract all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

[END OF ATTACHMENT A]

June 9, 2025

Mr. Tim Robins, P.E.
City of Broken Arrow
485 N. Poplar Ave.
Broken Arrow, OK 74013

Subject: 2026-2027 Permanent Flow Monitoring

Dear Mr. Robins,

RJN Group, Inc. is pleased to submit this contract proposal to the City of Broken Arrow for the above-referenced project. RJN Group shall provide sanitary sewer flow monitoring services and flow evaluation to the City of Broken Arrow. The primary goal of the project is to measure the flow in the City of Broken Arrow's sanitary sewer system.

RJN shall coordinate its activities with the City of Broken Arrow to ensure that operation and maintenance activities are coordinated and that selected flow monitoring locations are appropriate for the evaluation. A total of eight (8) flow meters and four (4) tipping bucket rain gauges are anticipated.

The work shall include the following activities:

## A. Mobilization & Project Management

1. **Project Team –** RJN's project team shall include:
   a. A **Project Manager** to coordinate the Consultant's activities with the City of Broken Arrow, including monthly progress meetings.
   b. A **Data Manager** to direct the processing, finalization, and reporting of data.
   c. A **Field Manager** to supervise the installation and maintenance of the flow monitoring equipment utilizing equipment manufacturer's procedures.
   d. **Field Crews** and **Data Technicians** trained in the proper installation, operation, and maintenance of the equipment and in the tasks associated with this project.

2. **Safety Equipment - RJN** shall ensure that all personnel are certified in confined space entry. RJN shall provide the required and necessary confined space access safety equipment, and the traffic control devices necessary to meet Federal, State and Local requirements.

## B. Flow Meter Site Selection and Installation

1. **Site Selection** – The City of Broken Arrow has selected existing manholes as the proposed monitoring sites.
   a. LL-01 – Manhole 4131
   b. LL-03 – Manhole 2393
   c. LL-06 – Manhole 3434
   d. LL-08 – Manhole 3331
   e. LL-12 – Manhole 406
   f. LL-18 – Manhole 436
   g. HC-11 – Manhole 20097
   h. HC-13 – Manhole 19549

2. **Site Investigations –** The proposed flow monitoring locations in the Lynn Lane basin currently have temporary flow meters installed as part of an ongoing permanent project. The proposed flow monitoring locations in the Haikey Creek basin will need to be verified. The new sites will need a thorough site investigation, which includes descending into the manhole, verifying hydraulic suitability, pump station operation, and other pertinent factors that influence the site. Traffic and other accessibility conditions shall also be evaluated during site investigations. The hydraulic conditions at each site, including flow depth and velocity, shall be evaluated and shall dictate the metering equipment selection and optimal sensor placement.

3. If a flow meter must be relocated due to various reasons, RJN shall coordinate with City of Broken Arrow of the proposed location. If the proposed location is identified as being unsuitable, RJN shall coordinate with the City of Broken Arrow and investigate up to two (2) alternate sites (upstream or downstream) for consideration. RJN shall also check for debris and other operational or maintenance concerns in the manhole that could impact data quality, including sensor fouling, surcharging, and excessive siltation.

A City of Broken Arrow representative shall be available at request of RJN field crews to aid in locating and/or accessing meter sites, including providing necessary traffic control measures.

4. **Flow Meter Installation** – Flow meters shall be installed in accordance with manufacturer recommendations at the flow metering site approved by the City of Broken Arrow. RJN shall use area-velocity flow meters designed to measure flow in sanitary sewer pipes under free-flow and surcharged conditions. The primary depth sensor shall be ultrasonic with a resolution to the nearest 0.01 foot. The meter shall have level measurement redundancy in the form of a pressure sensor. The primary velocity sensor shall use Doppler technology to measure the flow velocity. The sensors shall be securely attached to the pipe by means of metal bands or anchoring hardware designed specifically for that purpose. Based on the results of the site investigations, RJN shall select the equipment that is best suited for the application in order to provide accurate and reliable flow data. Metering equipment shall be laboratory tested prior to deployment on the project. The proposed equipment allows RJN technicians to view data collected by the meter and to perform on-site comparison testing and calibration to measured flows. All on-site calibrations shall be documented as part of the initial meter set-up documentation.

   Finalized Installation Site Reports shall be submitted to the City of Broken Arrow after equipment installation. Finalized Installation Site Reports shall include but not be limited to the following:

   - Flow meter site location and method of measurement (equipment installed)
   - Velocity and depth sensor locations on pipe (clock position, distance to pipe invert)
   - Sediment depth, if any
   - Monitor level and independently measured level (flow depth)
   - Monitor flow velocity and independently measured velocity
   - On-site adjustments made to calibrate flow meter to in-situ conditions per equipment manufacturer recommendations
   - Map indicating site location
   - Photograph of site location at surface
   - Photograph of installed equipment

5. **Rainfall Measurement –** RJN shall prepare a tipping bucket rain gauge for field installation and conduct a series of performance and calibration tests to verify equipment meets operating standards. RJN shall inspect the proposed gauging locations to determine their suitability for installation of the equipment.

6. **Typical Installation -** A typical flow monitor installation shall include: the primary ultrasonic depth sensor mounted at the crown of the pipe, a redundant depth sensor mounted in the invert, and a Doppler primary velocity sensor also mounted in or near the invert. The meter (data logger) and sensor cables shall be firmly secured to the manhole walls and/or steps to allow ready access by field personnel and to minimize the chances for debris to get caught in the cables.

7. **Location and Equipment Owner Identification** – Manhole lids where meters are installed shall be painted green to alert maintenance crews and others to the presence of monitoring equipment. Installed equipment shall also be tagged with RJN contact information with a request to contact RJN prior to disturbing any of the installed equipment.

8. **Clocks and Equipment Sampling Rate -** All flow meters and rain level monitors shall be synchronized in time to the same clock. Flow meters shall be programmed to collect depth and velocity data at five-minute (5) minute intervals. Clocks shall be programmed to record data at CT minus 5 (central time) for the duration of the flow monitoring period. Adjustments for daylight savings shall not be made in the processed data submitted to the City of Broken Arrow and shall need to be accounted for by the user of the data, as necessary and appropriate.

9. **Initial Meter Confirmations / Hydraulic Calibrations -** Upon installation and activation of each flow meter, RJN field crews shall take manual depth and velocity readings using independent instrumentation to confirm that the in-situ monitor yields data representative of actual field conditions. Field crew(s) shall also take manual velocity readings of the cross-section (velocity profile) of flow to determine the pipe hydraulic profile (hydraulic calibrations). All hydraulic calibration measurements, adjustments, and efforts undertaken shall be logged on the Meter Installation Site Report specific to that installation.

## C. Monitoring Program Start and Duration

1. **Monitoring Program Start** – The flow metering period shall start upon approval of this contract, as the temporary flow metering project is ongoing.

2. **Monitoring Period -** The monitoring period is estimated to be 365 days.

## D. Monitor Maintenance and Data Collection

1. **Wireless Remote Data Collection -** RJN shall utilize a host software support application program for remote wireless flow meter and rain gauge data collection. The host software shall be capable of individually, by group or globally changing the data collection interval including collection after each measurement. The host software shall enforce clock synchronization with the host system's clock for all field RTUs, thus ensuring time interval integrity for all collected data. RJN shall install, operate, maintain, and remove the telemetry upon the completion of the monitoring period, and shall repair any disturbed areas resulting from the wireless telemetry installations.

2. **Data Transfer to Modeling Software –** At request, monthly flow data submittals shall be in .csv file format for use by the City of Broken Arrow and its hydraulic modeling consultants.

3. **Data Review -** RJN shall utilize trained data analysts experienced in processing and analyzing flow and rainfall data from sanitary sewer systems. RJN shall use various analytical tools, such as hydrographs, scattergraphs, and flow balancing methods to verify the accuracy of the flow data. Furthermore, RJN shall schedule the data collection activities in a manner to allow data review by a trained data analyst within 24 hours of the data collection or delivery from the field. All measurements, adjustments, and efforts undertaken during site visits shall be logged in an installation/maintenance log specific to that installation. Such logs shall be made available to the City of Broken Arrow at request.

4. **Equipment Operation and Maintenance (O&M) -** Qualified field crews shall visit each monitor installation as appropriate to perform maintenance on the equipment. Equipment maintenance requirements are expected to vary considerably depending on the site being monitored and site conditions.

However, it is anticipated that each meter site shall be visited monthly or as required for battery replacement and data retrieval purposes. All measurements, adjustments, and efforts undertaken during site visits shall be logged in a maintenance log specific to that site, which shall be available to the City of Broken Arrow upon request. The following activities shall be performed during each maintenance site visit:

- Record date, time, weather conditions
- Review monitor depth and velocity measurements
- Download depth and velocity measurements from monitoring equipment
- Take and record independent manual depth and velocity measurements
- Take and record depth-of-silt measurements, if any
- Record comparison to monitor depth and velocity measurement
- Adjust and document monitor depth and velocity measurement adjustment (if necessary)
- Clean / scrub flow velocity and depth sensors
- Check battery levels and replace as necessary
- Record equipment replacement or adjustments, if any

## E. Meter Confirmation

1. **Permanent Meters -** In accordance with RJN procedures, RJN shall perform dry-weather, independent depth and velocity measurements during dry weather conditions periodically throughout the project duration. Furthermore, RJN shall assess meter performance relative to these measurements and make any adjustments as necessary to increase the accuracy of the data with respect to actual conditions. Such meter confirmations shall be evenly scheduled and performed a maximum of twelve (12) times during the 365-day flow monitoring period, including removal. All measurements, adjustments, and efforts undertaken during site visits shall be logged in an installation/maintenance log specific to that installation. Such logs shall be provided to the City of Broken Arrow upon request.

## F. Equipment Removal

1. **Notification –** The City of Broken Arrow shall give RJN at least a 14-day written notice before the end of the flow monitoring period.

2. **Confirmation –** Prior to removing the equipment, RJN shall take manual depth and velocity readings using independent instrumentation to confirm that the in-situ monitor yields data representative of actual field conditions. Field crew(s) shall also take manual velocity readings of the cross-section (velocity profile) of flow to determine the pipe hydraulic profile. All measurements, adjustments, and efforts undertaken shall be logged in the maintenance log specific to that installation.

3. **Site Restoration -** RJN shall remove all the flow meters at the completion of the flow-monitoring period and shall repair any damage or disturbance from the installation and operation of the flow meters or rain gauges.

## G. Data Analysis & Reporting

1. **Flow Data Processing -** RJN shall provide data processing services for each flow-monitoring site for the entire duration of the flow-monitoring period. Data processing shall include a comprehensive review of collected data to identify data gaps, equipment service needs, as well as the conversion of raw flow data into final edited data. An experienced Data Analyst shall review the flow data to verify diurnal patterns and reasonable depths and velocities using data diagnostic tools such as hydrographs and scattergraphs. Rainfall derived infiltration and inflow (RDII) analysis is not included as part of the proposed services.

   An established RJN internal data quality control program shall be implemented to ensure reliability and accuracy of reported data. Quality assurance shall consist of periodic independent review of field data collection, data review, and data processing procedures.

2. **Flow Data Reporting -** RJN shall report flow evaluation and rainfall data to the City of Broken Arrow as follows:

   a) RJN shall provide a monthly summary of the flow data including a brief status of the monitoring results for each interceptor meter location along with interpretations of unique hydraulic conditions. The summary shall note any maintenance and service requirements in addition to any downtime that may have occurred.

   b) RJN shall prepare and deliver electronically on a monthly basis a summary (as described below) to the City of Broken Arrow.

c) The data shall include a summary of the daily total flow, monthly minimum, average, and maximum flow. Depth, velocity, and flow shall be represented in tabular and graphical formats. All monthly flow and data reports shall be delivered in electronic format to enable special reports to be generated by the City of Broken Arrow. Electronic data shall be created using the selected manufacturer's software. Electronic data shall be compatible with Microsoft Access and Excel.

d) RJN shall analyze data from each monitoring site for maintenance problems and predictive failure. Any modifications to the meter configuration or adjustments to the data based on field calibrations shall be logged. Data analysis shall include the evaluation of hydraulic conditions such as surcharging, suspected overflows at meter site, and wet weather contributions. Average dry weather (baseline) and peak wet weather flows shall be established for each monitoring location. The data shall be reviewed for trend analysis of inflow and infiltration (I/I) contributions, and significant capacity variations. Any significant variations from this baseline flow shall be included with the deliverable. Indications of concern shall be reported immediately.

3. **Flow Data Hosting Platform –** RJN shall incorporate and host all flow data collected by City of Broken Arrow-owned and maintained depth-only meters. The City of Broken Arrow shall request that ADS Environmental create an API Key and provide it to RJN. RJN will then utilize this to retrieve the data. The flow data collected by the permanent flow meters, depth-only meters, and rain gauges shall be hosted on RJN's Clarity Platform. Logins shall be provided to the City of Broken Arrow.

4. **High-Level Alarms –** RJN shall work with the City of Broken Arrow to set high-level alarms at strategic locations. If these alarms are activated, an automated alert shall notify City of Broken Arrow personnel of the issue. The call-in intervals will be customized to suit the City of Broken Arrow's needs.

## H. Technical Support

1. RJN shall provide technical support to the City of Broken Arrow regarding city-owned ADS Echo monitors. RJN will investigate the root cause of the issue and provide support to bring the monitors back online. Technical support could include field visits, in-person and virtual meetings, and phone calls. A data analyst shall review each ADS Echo monitor and issue work orders monthly. RJN will advise whether additional equipment is required to make a site operational; such equipment will be provided by the City of Broken Arrow. This phase will be billed at the hourly rate per the rate schedule below.

| Professional Services | |
|---|---|
| Project Director | $335.00 |
| Senior Project Manager | $285.00 |
| Project Manager | $235.00 |
| Project Engineer | $160.00 |
| Senior Data Analyst | $150.00 |
| Data Analyst | $125.00 |
| Field Manager | $130.00 |
| Field Supervisor | $105.00 |
| Field Technician | $85.00 |
| IT Assistance | $180.00 |
| Clerical/Administrative | $150.00 |

## I. Flow Meter Relocation

1. Flow meter LL-08 has been relocated due to a property owner's request and has been relocated just upstream of the Lynn Lane Wastewater Treatment plant in the County Line Trunk Sewer.

## J. Compensation

1. **Compensation -** In consideration of the services to be performed under the 2026-2027 Permanent Flow Monitoring project, the compensation is as follows:

| Phase | Quantity | Unit | Unit Price | Total |
|---|---|---|---|---|
| **Monthly Service and Monthly Data Management** | | | | |
| Flow Meter Investigation and Installation | 2 | EA | $2,250.00 | $4,500.00 |
| Rain Gauge Investigation and Installation | 2 | EA | $600.00 | $1,200.00 |
| Flow Meter Relocation | 1 | EA | $2,500.00 | $2,500.00 |
| Permanent Meters (12 mos. X 8 meters) | 96 | Meter/mos. | $1,440.00 | $138,240.00 |
| Rain Gauges (12 mos. X 4 rain gauges) | 48 | Gauge/mos. | $255.00 | $12,240.00 |
| Depth Only Meter Data Review and Troubleshooting | 1 | Hourly | $10,000.00 | $10,000.00 |
| | | | **Total** | **$168,680.00** |

RJN appreciates the opportunity to submit this contract proposal to the City of Broken Arrow. We look forward to working with the City of Broken Arrow in the future. Should you have any questions, please contact us.

Respectfully Submitted,
RJN GROUP, INC.

Jacob Brumbaugh, P.E.
Project Manager

JB
Enclosure

# City of Broken Arrow

## Request for Action

**File #:** 26-824, **Version:** 1

**Broken Arrow Municipal Authority**
**Meeting of: 06-15-26**

**Title:**

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

**Background:**
To improve service while decreasing costs, the Maintenance Services Department is recommending the renewal of the agreement with Storey Wrecker and 918 Wrecker Service for monthly increments to be rotated at the first of each month for towing services, under the terms of the original bid which allows for annual renewals. This renewal will cover the period of July 1, 2026, through June 30, 2027.

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.

City staff recommended awarding the contract to Storey Wrecker and 918 Wrecker Service, with the implementation of a rotation system as established by Staff. 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 included 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 Governing Body 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 Governing Body 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 second 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 Signed, Bid 25-124 Power Point.pdf, 918 Wrecker Services Renewal-26-27-BAMA, Storey Towing, LLC Renewal-26-27-BAMA

**Recommendation:**

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

Bid 25.124

Wrecker Service

Bid Date 11/06/2024

# 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 |

RB. ①

# 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 therof: Outdoor Storage** | **Storage Rates per 24 hour period or portion therof: Outdoor Storage** | **Storage Rates per 24 hour period or portion therof: 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 therof: Outdoor Storage** | **Storage Rates per 24 hour period or portion therof: Outdoor Storage** | **Storage Rates per 24 hour period or portion therof: 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 & Remidiation 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 knowlege

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 changes.

# 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.

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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 Muncipal Authority | |
|---|---|
| **Supplier or Contractor Full Legal Name:** | 918 Wrecker Service |
| **Original RFP Number:** | 25.124 |
| **RFP Title Name:** | Wrecker Service |
| **Original Award Date:** | 11/19/25 |
| **Current Contract Term:** | 06/16/2025 Through 06/30/2026 |
| **Amendment No.:** | 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:** | 07/01/2026 |
| **End Date of New Contract Term:** | 06/30/2027 |

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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 owner |
| **Date:** | 5/14/20 |
| **Company Address:** | 704 S 8th St Broken Arrow OK |

**Broken Arrow Municipal Authority**

| | |
|---|---|
| **Authorized Signature:** | |
| **Printed Name and Title of Person Signing:** | |
| **Date:** | |

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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 Municipal Authority** | |
|---|---|
| **Supplier or Contractor Full Legal Name:** | Storey Towing, LLC dba Storey Wrecker |
| **Original RFP Number:** | 25.124 |
| **RFP Title Name:** | Wrecker Service |
| **Original Award Date:** | 11/19/24 |
| **Current Contract Term:** | 06/16/2025 Through 06/30/2026 |
| **Amendment No.:** | 2 |
| | |
| | |

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:** | 07/01/2026 |
| **End Date of New Contract Term:** | 06/30/2027 |

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:** | **5-7-2026** |
| **Company Address:** | **775 N Redbud Ave Broken Arrow, OK 74012** |

**Broken Arrow Municipal Authority**

| | |
|---|---|
| **Authorized Signature:** | |
| **Printed Name and Title of Person Signing:** | |
| **Date:** | |

# City of Broken Arrow

## Request for Action

**File #:** 26-957, **Version:** 1

**Broken Arrow Municipal Authority**
**Meeting of: 06-15-2026**

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

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

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

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

1. Agreement for Professional Services- Verdigris River WTP Pump Condition Assessment with Smith Pump

**Cost:** 1. $14,160.00

**Funding Source:** 1. Utilities Water Plant Professional Services

**Requested By:** Timothy S. Robins, PE, Director of Utilities

**Approved By:** City Manager's Office

**Attachments:** 1. Smith Pump Condition Assessment For RWPS and HSPS at the VRWTP Agreement

**Recommendation:**
No Action Required

**BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)**
**PROFESSIONAL SERVICES AGREEMENT**
**CONDITION ASSESSMENT FOR RAW WATER AND HIGH SERVICE PUMPS AT THE VERDIGRIS RIVER WATER TREATMENT PLANT (VRWTP)**

**1. Professional Service Provider:**

a. Name: Smith Pump Company, Inc.

b. Telephone No.: 800-299-8909

c. Address: 301 MB Industrial Dr., Waco, TX 76712

**2. Project Title and Location:** Condition Assessment for Raw Water and High Service Pumps at the Verdigris River Water Treatment Plant.

**3. Contract for:** Providing field services associated with public works projects for the BAMA. Field services to include providing a field service engineer with calibrated instrumentation to run (7) pumps and conduct a condition assessment. The Field Service shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Field Service Provider agrees that this field service shall be treated as an important service to BAMA and also agrees to commit the time necessary to perform the professional services in a professional manner.

**4. Compensation**: Professional Field Service Provider shall be compensated at the hourly rate in accordance with a lump sum amount that is Not to Exceed Fourteen Thousand One Hundred Sixty and 0/100 ($14,160.00) for field services that will include calibrations and an assessment report. Additional services may be agreed to at a later date. The parties agree that the Professional Field Service Provider's position is not a traditional BAMA employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Field Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time BAMA employees. The Professional Field Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Field Service Provider agrees to abide by and comply with all of BAMA's Administrative Policies.

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

**6. Time for Performance**: These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within ninety (90) calendar days after the date the Notice to Proceed is issued. BAMA will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and BAMA on the hours required for the work item.

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

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

(1) General Liability Insurance, with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate;

(2) Automobile Liability Insurance, with a combined single limit of not less than $1,000,000 for each person, not less than $1,000,000 for each accident and not less than $1,000,000 for property damage; and

(3) Professional Liability Insurance, with a limit of $1,000,000 annual aggregate.

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

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

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

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

**11. Electronic Signatures**:

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

electronically signed and/or submitted documents.

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

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

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

Broken Arrow Municipal Authority, a Public Trust:

By: Michael Spurgeon
Michael L. Spurgeon
General Manager

Date: 6/11/2026

Attest: Curtis Green
Secretary [Seal]

Date: 6/11/2026

BROKEN ARROW MUNICIPAL AUTHORITY CORPORATE SEAL OKLAHOMA

Approved as to form:

D. Graham Parker
Assistant City Attorney

Professional Service Provider:
Smith Pump Company, Inc.

By: TRENT BROWN

Title: PRESIDENT

Date: 6/5/26

Attest: Lea Swindon
By:

Title: Credit & Collections manager

Date: 6/5/2026

## VERIFICATIONS

State of ~~Oklahoma~~ Texas )
McLennan ) §
County of ~~Tulsa~~ )

Before me, a Notary Public, on this 5th day of June 2026, personally appeared Trent Brown, known to me to be the (President,) Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or specify) of Smith Pump Company, Inc. to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

NOTARY PUBLIC STATE OF TEXAS
PENNY E MARTIN
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 5/11/28
NOTARY ID 130657840

Penny E Martin
Notary Public

**BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)**
**PROFESSIONAL SERVICES AGREEMENT**
**CONDITION ASSESSMENT FOR RAW WATER AND HIGH SERVICE PUMPS AT THE VERDIGRIS RIVER WATER TREATMENT PLANT (VRWTP)**

## ATTACHMENT A

### SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Field Services and Related Support Services associated with the Field Condition Assessment for Raw Water and High Service Pumps at the Verdigris River Water Treatment Plant (VRWTP). Services performed to provide field services to include providing a field service engineer with calibrated instrumentation to run (7) pumps and conduct a condition assessment. Work performed under the contract shall be performed on a not to exceed contract as requested by BAMA.

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

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

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

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

3.1 The Professional Service Provider shall provide a Field Condition Assessment for Raw Water and High Service Pumps at the Verdigris River Water Treatment Plant (VRWTP) owned and operated by the Broken Arrow Municipal Authority. Professional Field services shall include providing a field service engineer with calibrated instrumentation to run (7) pumps and conduct a condition assessment.

3.2 Work will be a not to exceed contract all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

[END OF ATTACHMENT A]

# City of Broken Arrow

## Request for Action

**File #:** 26-947, **Version:** 1

**Broken Arrow Municipal Authority**
**Meeting of: 06-15-2026**

**Title:**
Approval of and authorization to execute the purchase of Feed Pump Assemblies from OMNIA Partners Cooperative Contract

**Background:**
The Utilities Department requests approval to purchase two (2) complete feed pump assemblies from Applied Industrial Technologies through OMNIA Partners Cooperative Contract No. 16154. The proposed equipment consists of two PACO 200-horsepower feed pump assemblies, including motors, motor heaters, and associated components necessary for operation. These pumps are critical to maintaining reliable water treatment plant operations and ensuring continued delivery of treated water to the distribution system.

The existing feed pumps have reached the end of their useful service life and have experienced increased maintenance needs and reliability concerns. Replacement of these units will improve operational reliability, reduce the risk of unplanned outages, and support the City's ability to maintain uninterrupted water treatment and distribution services.

The total cost for the purchase of the two complete feed pump assemblies is $149,855.08, utilizing OMNIA Partners Cooperative Contract No. 16154, which satisfies competitive purchasing requirements and provides cooperative purchasing pricing benefits to the City. Funds are available within the approved Utilities Department budget for this purchase.

**Cost:** $ 149,855.08

**Funding Source:** Utilities O&M - Water Plant

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

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** Applied Industrial Technologies Quotation

**Recommendation:**

Approve and authorize execution of the purchase of Feed Pump Assemblies from OMNIA Partners Cooperative Contract.

APPLIED Industrial Technologies

# Quotation

**Service Center Address:**
APPLIED INDUSTRIAL TECHNOLOGIES
8153 E 46TH ST
TULSA, OK 74145-4863
TEL: 918-622-9192 FAX: 918-622-4246

**Account Manager:** KYLE NOLEN

**Quote Create Date (MM-DD-YYYY):** 05-27-2026

**Sales Rep:** JOSHUA ROSE
**Phone:** (918) 622-9192
**Email:** JROSE@APPLIED.COM



**Quotation Number:** **515686318**

**PO #:**
**Req #:**
**Inquiry #:**

**Sold-To Address:** **Account:** 1248713
CITY OF BROKEN ARROW (OK)
220 S 1ST ST
BROKEN ARROW OK 74012-4152

**Ship-To Address:** **Account:** 1248713
CITY OF BROKEN ARROW (OK)
6670 S 361ST ST
BROKEN ARROW OK 74014

**Payment Terms:** NET 30 DAYS

**Customer Contact:** TAMMERIA SHAW
**Customer Contact Phone:** (918) 259-8367 EXT: 0000

**Transport Mode and Means:** CUSTOMER PICKUP, AIT DELIVERY, GROUND
**Terms:** FOB ORIGIN, FRGHT PREPAY & ADD

| Item # | Quantity | UOM | Manufacturer Part # | Customer Part # | Est Delivery Date | Unit Price (USD) | Extended Price (USD) |
|---|---|---|---|---|---|---|---|
| 000010 | 1.000 | EA | **MISC HYDRAULIC**<br>**PROD-CBS**<br>**29-80154-150001-2962P**<br>**Description:** HYDR_CBS 29-80154-150001-2962P<br>**Order Notes:**<br>PACO 80154KP CCW 200HP/1800RPM TEFC 1.0<br>WITH MOTOR HEATERS<br>IMPELLER DIAMETER: 13.38"<br>PAINTED PACO BLUE<br>MOTOR JUNCTION BOX IN F3 POSITION<br><br>OMNIA#16154 | | | 74,927.540 | 74,927.54 |
| 000020 | 1.000 | EA | **MISC HYDRAULIC**<br>**PROD-CBS**<br>**29-80153-150001-2962P**<br>**Description:** HYDR_CBS 29-80153-150001-2962P<br>**Order Notes:**<br>PACO 80153KP 200HP/1800RPM TEFC 3PH 1.0<br>IMPELLER DIAMETER: 13.38<br>WITH MOTOR HEATERS<br>CW ROTATION<br>PAINTED PACO BLUE<br>MOTOR JUNCTION BOX IN F3 POSITION<br><br>OMNIA#16154 | | | 74,927.540 | 74,927.54 |

Quoted prices are effective at the time of quotation only and are subject to increases related to fulfilling this order, including but not limited to manufacturer increases, freight, shipping, and/or handling fees, or any present or future duties, tariffs, sales, use, excise, value-added or similar taxes.

This quotation contains confidential information and is the exclusive property of Seller. The recipient agrees that it will not disclose the contents of this quotation to third parties and this quotation is subject exclusively to Seller's standard Terms and Conditions of Sale available at www.Applied.com. Seller expressly rejects any additional or different terms and conditions contained in Buyer's purchase order or other documentation.

Special or custom ordered items are non-cancellable and non-returnable. Any returnable product is subject to a restocking charge.

APPLIED
Industrial Technologies®

# Quotation

| | | | |
|---|---|---|---|
| **Service Center Address:**<br>APPLIED INDUSTRIAL TECHNOLOGIES<br>8153 E 46TH ST<br>TULSA, OK 74145-4863<br>TEL: 918-622-9192 FAX: 918-622-4246<br><br>**Account Manager:** KYLE NOLEN | **Quote Create Date (MM-DD-YYYY):**<br>05-27-2026 | **Sales Rep:** JOSHUA ROSE<br>**Phone:** (918) 622-9192<br>**Email:**<br>JROSE@APPLIED.COM | **Page:**<br>2/2 |
| | **Quotation Number:**<br>**515686318** | **PO #:**<br>**Req #:**<br>**Inquiry #:** | |

| | |
|---|---|
| SUBTOTAL (WITHOUT TAX) | 149,855.08 |
| **TOTAL IN WORDS:** ONE HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED FIFTY-FIVE DOLLARS AND EIGHT CENTS — **TOTAL(USD)** | 149,855.08 |

**Special Information:**
**Order Notes:**
OMNIA# 16154

# STANDARD TERMS AND CONDITIONS OF SALE

**GOODS AND SERVICES SOLD BY APPLIED INDUSTRIAL TECHNOLOGIES, INC. OR ITS AFFILIATED COMPANIES ("SELLER") ARE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW. ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN BUYER'S PURCHASE ORDER, SIMILAR COMMUNICATIONS OR ANY ELECTRONIC PORTALS ARE OBJECTED TO AND SHALL NOT BE BINDING ON SELLER UNLESS AGREED TO IN WRITING BY A CORPORATE OFFICER OF SELLER. BY ISSUING A PURCHASE ORDER, ACCEPTING SHIPMENT OR PERFORMANCE, AND/OR PAYING FOR THE GOODS OR SERVICES, BUYER AGREES THAT IT ACCEPTS SELLER'S TERMS AND CONDITIONS OF SALE, INCLUDING SELLER'S WARRANTY POLICY. BUYER FURTHER AGREES THAT ALL INFORMATION PROVIDED BY SELLER, INCLUDING PRICING, IS SELLER'S CONFIDENTIAL INFORMATION AND MAY NOT BE DISCLOSED WITHOUT SELLER'S PRIOR WRITTEN CONSENT.**

**PRICE:** Prices in effect at time of shipment of goods or performance of services shall prevail. All prices quoted by SELLER are subject to correction or change without notice. Prices do not include freight, shipping, and/or handling fees, or any present or future duties, tariffs, sales, use, excise, value-added or similar taxes. Where applicable, such taxes shall be billed as a separate item and paid by Buyer. A standard shipping charge is applied to each invoice for goods to cover the material preparation, packaging, freight and/or any additional costs associated with each shipment based on value and/or weight of the shipment. Additional charges for local delivery may also apply. Export orders may be subject to other special pricing.

**PAYMENT TERMS:** Unless otherwise agreed in writing, payment is due thirty(30) days net from invoice date or delivery, whichever is earlier, if Buyers's credit is approved. Late payments incur 1.5% monthly interest (18% APR), or the maximum lawful rate if lower. Buyer shall pay all collection costs, including court costs and attorney's fees. The remittance portion of the invoice or invoice number must accompany payment.

**CREDIT BALANCE:** Any credit balance issued will be applied within one (1) year of its issuance. IF NOT APPLIED WITHIN ONE (1) YEAR, THE BALANCE REMAINING SHALL BE CANCELLED, AND SELLER SHALL HAVE NO FURTHER LIABILITY EXCEPT AS REQUIRED BY APPLICABLE LAW.

**DELIVERY:** Domestic sales are f.o.b. point of shipment(Uniform Commerical Code); international sales are EXW point of shipment (Incoterms® 2020). Title and risk of loss pass to Buyer upon delivery, defined by the specific shipping term. Delivery dates are estimates only. Buyer shall notify SELLER of nonconforming goods within a commerically reasonable time.

**WARRANTIES:** Goods are sold only with such warranties as may be extended by the manufacturer of the goods. Services performed by third parties are subject only to those warranties extended by such third parties. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS SPECIFICALLY SET FORTH IN SELLER'S WARRANTY POLICY, WHICH IS INCORPORATED HEREIN BY REFERENCE and available at WWW.APPLIED.COM or upon request to SELLER. Buyer is responsible for installation and use in accordance with manufacturer's instructions. Goods are sold exclusively for commercial and industrial use and not for consumer purposes; the Magnuson-Moss Warranty Act does not apply. SELLER personnel are not authorized to alter this policy. Buyer shall be solely responsible for any warranty it grants to its customer.

**LIMITATION OF LIABILITY:** SELLER assumes no responsibility for goods selection, operation, and use, regardless of any recommendations or suggestions made by the SELLER. Buyer shall make selections based upon its own analysis with regard to function, material compatibility, fitness for use or intended purpose, and goods ratings. Any such analysis, including testing, shall be the sole responsibility of Buyer. Proper installation, operation, and maintenance are solely the responsibility of Buyer or its customer. Any specifications listed in SELLER's datasheets, catalog and website are for reference only and are subject to change without notice. NOTWITHSTANDING ANYTHING TO THE CONTRARY, SELLER'S LIABILITY FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT OR FROM THE PERFORMANCE OR BREACH THEREOF, OR CONNECTED WITH ANY GOODS OR SERVICES SUPPLIED HEREUNDER, OR THE SALE, RESALE, OPERATION OR USE OF GOODS, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), INDEMNITY, OR OTHER GROUNDS, SHALL NOT EXCEED THE PRICE ALLOCABLE TO SUCH GOODS OR SERVICES OR PART THEREOF INVOLVED IN THE CLAIM, REGARDLESS OF CAUSE OR FAULT. This limitation of liability reflects a deliberate and bargained-for allocation of risks between SELLER and Buyer and constitutes the basis of the parties' bargain, without which SELLER would not have agreed to the price or terms of this agreement. SELLER shall not under any circumstances, be liable for any labor charges without its prior written consent. SELLER SHALL NOT IN ANY EVENT BE LIABLE WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), INDEMNITY OR OTHER GROUNDS FOR CONSEQUENTIAL, DIRECT, INDIRECT, INCIDENTAL, CONTINGENT, SPECIAL, LIQUIDATED, OR PUNITIVE DAMAGES including, but not limited to, loss of profits or revenue, loss of use of goods or associated goods, cost of capital, cost of substitute goods, facilities or services, downtime costs, or claims of customers of Buyer for such damage. If SELLER furnishes Buyer with advice or other assistance regarding any goods or services supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this agreement, the furnishing of the advice or assistance will not subject SELLER to any liability, whether based on agreement, warranty, tort (including negligence or indemnity) or other grounds. BUYER AGREES TO DEFEND, INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY THIRD-PARTY CLAIMS ARISING OUT OF THE USE, RESALE, OR LEASE OF GOODS OR SERVICES PROVIDED BY SELLER.

**INTELLECTUAL PROPERTY:** Each party will retain exclusive, right, title and interest in and ownership of its intellectual property developed before this agreement or outside the scope of this agreement. Any IP developed by SELLER in the course of performing this agreement hereunder, whether alone or jointly with BUYER, shall be SELLER'S sole and exclusive property, and buyer hereby irrevocably assigns all rights therein to SELLER. SELLER hereby grants Buyer a non-exclusive, non-transferable, royalty-free license to SELLER's IP solely for Buyer's use of the goods and services, provided "as is" without warranty of non-infringement. This license survives termination for continued use of delivered goods. Buyer may not reverse engineer, modify or create derivative works based on SELLER's IP. Buyer-provided IP remains Buyer's property and SELLER shall use it solely for this agreement. Each party acknowledges that unauthorized use of the other's IP may cause irreparable harm, and the non-breaching party shall be entitled to seek injunctive or equitable relief in addition to all other available remedies.

**SUBCONTRACT/SUBSTITUTIONS/INTERCHANGEABILITY:** SELLER may subcontract all or any portion of the supply of goods supply or services SELLER may store, process, use and disclose data and other information provided by Buyer, including Buyer's confidential information, to SELLER's affiliated companies, representatives, suppliers and subcontractors as necessary. SELLER may substitute equivalent goods based on form, fit, and function, unless restricted on the purchase order.

**EQUAL OPPORTUNITY AND LABOR PRACTICES:** The contract provisions in Section 202 of Executive Order 11246, as amended, and the regulations promulgated thereunder are incorporated by reference as if fully written with respect to any order. SELLER certifies that the goods covered by this invoice have been produced in accordance with the Fair Labor Standards Act of 1938, as amended.

**SAFETY DATA SHEETS ("SDS"):** Unless requested, SELLER will not furnish paper copies of Safety Data Sheets ("SDS"). SDS for OSHA defined hazardous substances are supplied by the manufacturers and/or suppliers and electronically available online at WWW.APPLIED.COM. SELLER MAKES NO WARRANTIES AND EXPRESSLY DISCLAIMS ALL LIABILITY TO ANY BUYER OR USER WITH RESPECT TO THE ACCURACY OF THE INFORMATION OR THE SUITABILITY OF THE INFORMATION IN ANY SDS. BUYER END USER IS SOLELY RESPONSIBLE FOR ANY RELIANCE ON, OR USE OF, ANY INFORMATION, AND FOR USE OR APPLICATION OF ANY GOODS. SELLER will continue to furnish paper copies of SDS for those goods for which a SDS is not electronically available. Paper copies of SDS for all goods may be requested by contacting Seller at 1-877-279-2799 to receive a copy of any SDS via web, facsimile or U.S. mail.

**HAZARDOUS ACTIVITIES:** Unless specifically agreed to in writing by an authorized officer of SELLER, goods or services sold hereunder are not intended for use in connection with any nuclear facility or any other application or hazardous activity which SELLER, in its sole discretion, determines to be high risk or hazardous, or where failure of a single component could cause substantial harm to persons or property. If so used, SELLER disclaims any and all liability for any nuclear damage, contamination or other damage or injury and Buyer shall indemnify and hold SELLER harmless from such liability whether as a result of breach of contract warranty, tort (including negligence or indemnity) or other grounds. SELLER and its suppliers shall not be liable to Buyer or its insurers based on agreement, warranty, tort (including negligence or indemnity), or other grounds for onsite damage to property located at a nuclear facility.

**CANCELLATION AND RETURNS:** Cancellation requires mutual agreement and payment of reasonable charges. Returns require SELLER's written authorization and minimum 15% restocking charge, freight prepaid. No returns of special/made-to-order items or after 60 days from delivery. No credit for shipping charges.

**SHORTAGE/OVERAGES:** All shortages and/or overages must be identified within 14 days of the date of shipment.

**FORCE MAJEURE:** SELLER shall not be liable for delay due to causes beyond its reasonable control, including acts of God, act or omission of Buyer, governmental actions, labor disputes, civil disturbance, public health emergencies, manufacturer insolvency, transportation delays, terrorist act, security event, utility/telecom outages, or any other commercial impracticability. Delivery shall be extended by the duration of such events.

**CHANGE IN BUYER'S FINANCIAL CONDITION:** SELLER reserves the right by written notice to cancel any order or require full or partial payment or adequate assurance of performance from Buyer without liability to SELLER in the event of: (i) Buyer's insolvency, (ii) the filing of a voluntary petition in bankruptcy by Buyer, (iii) the appointment of a receiver or trustee for Buyer, or (iv) the execution by Buyer of an assignment for the benefit of creditors. SELLER reserves the right to suspend its performance until payment or adequate assurance of performance has been received. SELLER also reserves the right to cancel Buyer's credit at any time for any reason. Buyer, in order to provide security for the payment of the full price of goods furnished hereunder, grants SELLER a security interest in the goods and the proceeds thereof. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest. A copy of the invoice may be filed at any time as a financing and/or chattel mortgage, in order to perfect SELLER's security interest. SELLER may, in its sole discretion require, and Buyer hereby grants to SELLER, a continuing purchase money security interest in all inventory, equipment, and goods sold by SELLER to or for the benefit of Buyer, wherever located, and all accessions and goods and all proceeds from the sale thereof; and all accounts and accounts receivable which may from time to time hereafter come into existence during the term of this Security Agreement. SELLER's purchase money security interest is explicitly limited to outstanding obligations between SELLER and Buyer.

**ASSIGNMENT:** Buyer shall not assign or delegate any rights or duties hereunder without SELLER's prior written consent.

**WAIVER, CHOICE OF LAW AND DISPUTE RESOLUTION:** The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent nonperformance of any such term or condition by the other party. All transactions shall be governed by the laws of the State of Ohio, United States of America, excluding conflict of law rules. Any dispute with a party located in U.S. arising out of or relating to transactions hereunder shall be brought only before any state or federal court with jurisdiction and venue over Cleveland, Ohio, unless all such courts refuse to exercise jurisdiction and venue, and the parties hereby consent to exclusive jurisdiction in such courts. Any claims brought by Buyer shall be escalated to senior management level within both organizations prior to Buyer filing a lawsuit. Trial by jury is hereby waived. Any dispute with a party located outside of U.S., except actions by Seller for nonpayment by Buyer of the purchase price of goods or services sold, shall be settled by binding arbitration in Cleveland, Ohio under Ohio law administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitrators will have the powers a state court judge would have had if the matter had been filed in such court, including equitable powers, except for the power to award punitive damages, which they shall not have. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

**COMPLIANCE WITH LAWS:** Buyer recognizes the goods are utilized in many regulated applications and that from time to time standards and regulations are in conflict with one another. SELLER makes no promise or representation that the goods will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon, in writing as part of the agreement between Buyer and SELLER. SELLER prices do not include the cost of any related inspections, permits or inspection fees. Buyer shall be solely responsible for OSHA, EPA, and local regulatory compliance.

**SPECIAL TOOLS:** Unless agreed in writing and paid for by Buyer, all special tools, dies, jigs, patterns, and equipment remain SELLER's property.

**CHANGE ORDERS:** Any request by Buyer for changes to the scope of goods or services after order acceptance shall be submitted in writing. SELLER shall provide a written estimate of the cost and schedule of any proposed change. No change shall be effective unless approved in writing by both parties, and SELLER is not obligated to perform changed work until a change order is executed and any additional payment is received. If Buyer's actions or instructions effectively change the scope of work without a formal change order, SELLER may treat such actions as a constructive change and seek appropriate adjustment to price and schedule.

**ORDER ACCEPTANCE:** Buyer acknowledges that no order shall be deemed accepted unless and until it is verified and accepted by SELLER in writing. Buyer further consents that submission of its order shall subject Buyer to the jurisdiction of the federal courts of the United States of America and of the State where acceptance occurred in the United States of America.

**EXPORT CONTROLS:** Buyer represents and warrants it is not on any U.S. restricted party lists (Commerce, Treasury, or State Department). Buyer shall comply with all applicable export laws, including EAR, and provide delivery verification upon request. BUYER SHALL INDEMNIFY SELLER FOR ANY COSTS OR PENALTIES FROM NON-COMPLIANCE WITH EXPORT LAWS.

**EXPORT DOCUMENTATION AND LICENSES:** For export sales, Buyer (or its freight forwarder) shall be the foreign principal party in interest is responsible for all export/import documentation. Copies of any export, shipping, or import documentation shall be provided to SELLER upon request. Buyer is responsible for obtaining all required import/export licenses under EAR, ITAR, TSCA, or other applicable regulations.

**ANTI-CORRUPTION:** Buyer represents compliance with the U.S. Foreign Corrupt Practices Act and all applicable anti-bribery laws.

**GENERAL:** All orders are subject to acceptance by SELLER. The terms and conditions in SELLER's forms are incorporated herein by reference and constitute the entire and exclusive agreement between Buyer and SELLER. Any representation, affirmation of fact and course of dealing, promise or condition in connection therewith or usage of trade not incorporated herein, shall not be binding on either party. If any provision hereof shall be unenforceable, invalid or void for any reason, such provision shall be automatically voided and shall not be part of this agreement and the enforceability or validity of the remaining provisions shall not be affected thereby.

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# City of Broken Arrow

## Request for Action

**File #:** 26-919, **Version:** 1

**Broken Arrow Municipal Authority**
**Meeting of: 06-15-2026**

**Title:**
Award the most advantageous bid to Apac-Central, Inc., as primary with Greenhill Materials, and Anchor Stone Company as back-up vendors, for purchase of Aggregate as needed

**Background:**
The City of Broken Arrow issued Bid #26.154 for the purchase of aggregate materials. The bid was sent to multiple vendors, advertised in the *Tulsa World*, and posted on the City's website. Bids were publicly opened on May 27, 2026.

The City received three bids-from Apac-Central, Inc., Greenhill Materials, and Anchor Stone Company. After review, staff recommends awarding Apac-Central, Inc. as the primary vendor, with Greenhill Materials 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:** 26.154-Aggregate, 26.154-Aggregate-Anchor Stone Company, 26.154-Aggregate-APAC -Central Inc, 26.154-Aggregate-Greenhill Materials, Signed 26154-Aggregate-Tabulations

**Recommendation:**
Award the most advantageous bid to Apac-Central, Inc, as primary with Greenhill Materials, and Anchor Stone Company as back-up vendors, for purchase of Aggregate as needed

# CITY OF BROKEN ARROW

May 6, 2026

Bid Name: Aggregate
Bid Number: 26.154
QuestCDN Number: 10195408
Bid Opening Date: May 27, 2026, at 10:00 am CST
Published in TulsaWorld: May 9, 2026 and May 15, 2026

## Aggregate

The City of Broken Arrow is inviting proposals to provide an **Aggregate** in accordance with the terms and conditions detailed herein. Additional annual terms may be granted at the discretion of the City Council.

To participate in the solicitation and review process, please choose using an online bid or mailing in paper bid. You can submit bids online at QuestCDN.com or mail them (see section 13). All mailed bids must arrive no later than Bid Opening Date: May 27, 2026, at 10:00 am CST.

- To participate in this solicitation online, please register as a Planholder at QuestCDN.com. Refer to Exhibit 3 for detailed instructions.
- All QuestCDN forms are fillable, and email notifications will indicate when results are posted. This digital completion process helps prevent any bidding delays. All questions should be posted and answered through QuestCDN.
- Paper bid forms can be accessed on our website at https://www.brokenarrowok.gov/business/bids-contracts.
- QuestCDN provides a bid countdown to indicate the time remaining before the deadline. Late submissions will not be accepted.
- For technical assistance, please contact QuestCDN at 952-233-1632 or email info@questcdn.com.
- If you would like to be at the bidding in person. Please join us at the Purchasing Department/Bidding at 1700 West Detroit St., Broken Arrow, OK 74012.

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.

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

Questions or additional information requests should be directed to the City of Broken Arrow
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 **Aggregate** for the City of Broken Arrow according to the terms and conditions set forth in this Bid Number: 26.154 with QuestCDN Number: 10195408.

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:

   7/1/2026 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
   7/1/2030 to 6/30/2031

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: **Curt Poole, Utility Services Manager.**

4. **QUESTIONS REGARDING THE BID**: Questions regarding this bid can be submitted electronically through QuestCDN or via email bdampf@brokenarrowok.gov. To submit a question, log in to your QuestCDN account, locate the project using QuestCDN Number: 10195408, and use the Q&A feature associated with the project listing.

   All questions must be submitted within 24 hours prior to the Bid Opening Date, and you 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.

5. **STATEMENT OF NEED:** The contractor shall be capable of providing an **Aggregate** listed in the contractor's BID response, in accordance with the terms and conditions stated herein.

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

6. **GENERAL PERFORMANCE TASKS**: The contractor shall be responsible for the following minimum general requirements:

**1.** 1 ½" Crusher Run
**2.** 3" Crusher Run
**3.** 12", 18", & 36" Rip Rap
**4.** 3/8" Asphalt Chips & ½" Chips
**5.** 1 ½" Road Rock & 1 ½" Clean
**6.** Screenings
**7.** 6" Surge Rock
**8.** 8" Surge Rock
**9.** Gabion Stone
**10.** Asphalt Millings
- Type A Aggregate
- Pugged Aggregate Base Per ODOT Specifications

**11.** Delivery Cost Per Ton to City Yard at 1700 West Detroit
**12.** Trailer -- Rip Rap
**13.** Bobtail -- Rip Rap

**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 LIABILTY:** 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:**

- The City Council shall have the authority to award contracts within the purview of this title.
- Responsive and responsible bidder. The 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.
- 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 are 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 all forms in the spaces provided on the "Terms" and "Signature Sheets". Bids are available for submission via online or by mail. Please select option 1: mail or option 2: online.

**OPTION 1: MAIL**

You can mail bids in a sealed envelope to:

City of Broken Arrow
Attention:
Bidding/Purchasing Secretary
1700 W Detroit St
Broken Arrow, OK 74012




Please make sure the bid name and number are documented in the bottom left corner on the front of the envelope.

**OPTION 2: ONLINE**

You can submit a bid online via QuestCDN. Please go to QuestCDN.com (see Exhibit 3 for detailed instructions).

- Virtual Bids will be opened online at QuestCDN.com at the scheduled bid opening time.
- All attachments are fillable and submitted digitally.

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

- Attachment A – Price Summary Sheet
- Attachment B – Terms & Conditions
- Attachment C – References
- Attachment D – Interest Affidavit
- Attachment E – Proposal Affidavit
- Expired Notary Stamps will not be accepted
- 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

**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.

**18.3. TYPE OF CONTRACT**

The purpose of this bid is to establish an agreement for the supply and delivery of aggregate materials required for various municipal projects. The awarded contractor will be responsible for providing high-quality aggregate. The contractor must ensure timely delivery to designated locations, maintain consistent product quality, and comply with all applicable industry regulations and safety standards. The City of Broken Arrow reserves the right to obtain goods or services from an alternate vendor in the event that the awarded vendor is unable to supply, fails to meet the required specifications, delivery timelines, or other performance requirements. Additionally, the City of Broken Arrow reserves the right to use another vendor if continued use of the awarded vendor would be in conflict with the City's purchasing policies, procedures, or applicable laws and regulations.

**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.
- 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**

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.

**18.18. BID CONFORMITY**

By submitting a response to this solicitation, the bidder attests that the supplies or services conform to specified contact 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

- 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 | Labor Day |
| Martin Luther King Day | Veteran's Day |
| Presidents' Day | Thanksgiving |
| Good Friday | Friday after Thanksgiving |
| Memorial Day | Christmas Eve |
| Independence Day | 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 TO USE (FREE TO REGISTER AND APPLY)**

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 Number: 10195408 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 that 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.

**BIDDERS NAME:**_____

## ATTACHMENT A - PRICING SUMMARY

## RATES AND CHARGES

Note: Pricing is to remain firm while contract is in effect

**Rates & Charges:**

| | |
|---|---|
| **1 TON 1 ½" Crusher Run** | **$**_____ |
| **1 TON 3" Crusher Run** | **$**_____ |
| **1 TON 12", 18" & 36" Rip Rap** | **$**_____ |
| **1 TON 3/8" Asphalt Chips & 1/2" Chips** | **$**_____ |
| **1 TON 1 ½" Road Rock & 1 1/2 " Clean** | **$**_____ |
| **1 TON Screenings** | **$**_____ |
| **1 TON 6" Surge Rock** | **$**_____ |
| **1 TON 8" Surge Rock** | **$**_____ |
| **1 TON Gabion Stone** | **$**_____ |
| **1 TON Asphalt Millings** | $_____ |
| **1 TON Type A Aggregate** | $_____ |
| **1 TON 3" Crusher Run** | $_____ |
| **1 TON Pugged Aggregate Base Per ODOT Specifications** | $_____ |

**Delivery Cost Per Ton to City Yard, 1700 West Detroit**

**Trailer $** _____ **Rip Rap $** _____

**Bobtail $**_____ **Rip Rap $** _____

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

**BIDDERS NAME:**_____

**ATTACHMENT B - TERMS AND SIGNATURE SHEET**

In compliance with this invitation for Bid Number: 26.154 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:_____

Date: _____

Company Name: _____

Address: _____

_____

City State Zip Code

Email: _____

X_____ Official Title: _____

Please print or type name clearly: _____

Telephone: _____ Fax Number: _____

Federal Tax ID Number: _____

Subscribed and sworn to before me this _____day of _____20____

My Commission Expires: _____ _____

Notary Public (or Clerk or Judge)

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

**BIDDERS NAME:** _____

**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.

**Contact Name:** _____

Telephone: _____

Contact Name: _____ Title: _____

Address: _____

_____

City State Zip Code

Email Address: _____

**Contact Name:** _____

Telephone: _____

Contact Name: _____ Title: _____

Address: _____

_____

City State Zip Code

Email Address: _____

**Contact 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

**BIDDERS NAME:**_____

**ATTACHMENT D - INTEREST AFFIDAVIT**
**The following affidavit is to accompany the proposal:**

STATE OF: _____

COUNTY OF: _____

_____, 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.

X_____

Subscribed and sworn to before me this _____day of _____20____

My Commission Expires: _____ _____
Notary Public (or Clerk or Judge)

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

**BIDDERS NAME:**_____

**ATTACHMENT E - PROPOSAL AFFIDAVIT**

**The following affidavit is to accompany the proposal:**

STATE OF: _____

COUNTY OF: _____

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

1. (S)he is the duly authorized agent of __, 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 _____day of_____20_____

My Commission Expires: _____ _____
Notary Public (or Clerk or Judge)

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

**BIDDERS NAME:** Anchor Stone Company

## ATTACHMENT A - PRICING SUMMARY

### RATES AND CHARGES

Note: Pricing is to remain firm while contract is in effect

**Rates & Charges:**

| | |
|---|---|
| **1 TON 1 ½" Crusher Run** | $11.00/Ton |
| **1 TON 3" Crusher Run** | $11.00/Ton |
| **1 TON 12", 18" & 36" Rip Rap** | $30.00/Ton |
| **1 TON 3/8" Asphalt Chips & 1/2" Chips** | $18.00/Ton |
| **1 TON 1 ½" Road Rock & 1 1/2 " Clean** | $13.00/Ton |
| **1 TON Screenings** | $9.00/Ton |
| **1 TON 6" Surge Rock** | $NB |
| **1 TON 8" Surge Rock** | $NB |
| **1 TON Gabion Stone** | $27.00/Ton |
| **1 TON Asphalt Millings** | $NB |
| **1 TON Type A Aggregate** | $11.00/Ton |
| **1 TON 3" Crusher Run** | $11.00/Ton |
| **1 TON Pugged Aggregate Base Per ODOT Specifications** | $11.00/Ton |

**Delivery Cost Per Ton to City Yard, 1700 West Detroit**

**Trailer $** 8.40/Ton **Rip Rap $** 12.60/Ton

**Bobtail $** 8.40/Ton **Rip Rap $** 12.60/Ton

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

**BIDDERS NAME:** Anchor Stone Company

**ATTACHMENT B - TERMS AND SIGNATURE SHEET**

In compliance with this invitation for Bid Number: 26.154 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 Company

Date: 5-26-26

Company Name: Anchor Stone Company

Address: 4124 S. Rockford Ave., Ste.

Tulsa (City) OK (State) 74105 (Zip Code)

Email: kevin@anchorstoneco.com

X [signature] Official Title: VP of Sales

Please print or type name clearly: Kevin J. McKean

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

Federal Tax ID Number: 73-1112312

Subscribed and sworn to before me this 26th day of May 2026

My Commission Expires: 03/19/29 [signature]

Notary Public (or Clerk or Judge)

JOANN SUSAN CACKLER NOTARY PUBLIC #01004720 EXP. 03-19-2029 STATE OF OKLAHOMA

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

**BIDDERS NAME:** Anchor Stone Company

**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.

**Contact Name:** Becco Contractors

Telephone: 918-445-2684

Contact Name: Ed Smith Title: Owner

Address: PO Box 9159

Tulsa (City) OK (State) 74157 (Zip Code)

Email Address: EDFLYTOFLY@yahoo.com

**Contact Name:** McGuire Brothers

Telephone: 918-439-9155

Contact Name: Rodney Madden Title: Owner

Address: 8415 S. Regency Drive

Tulsa (City) OK (State) 74131 (Zip Code)

Email Address: RMADDEN@MCGUIREBROTHERS.com

**Contact Name:** Larry Haney TG Excavating

Telephone: 918-266-4736

Contact Name: Larry Haney Title: President

Address: 26016 E Admiral Place

Catoosa (City) OK (State) 74015 (Zip Code)

Email Address: larry@TGexc.com

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

**BIDDERS NAME:** Anchor Stone Company

**ATTACHMENT D - INTEREST AFFIDAVIT**
**The following affidavit is to accompany the proposal:**

STATE OF: OKLAHOMA

COUNTY OF: TULSA

Kevin J. McLean, 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 26th day of May 2024

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

JOANN SUSAN CACKLER NOTARY #01004720 EXP: 03-19-2029 PUBLIC STATE OF OKLAHOMA

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

**BIDDERS NAME:** Anchor Stone Company

## ATTACHMENT E - PROPOSAL AFFIDAVIT

**The following affidavit is to accompany the proposal:**

STATE OF: Oklahoma

COUNTY OF: Tulsa

Kevin J. 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 _____ VP of Sales

Subscribed and sworn to before me this 26th day of May 20 26

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

JOANN SUSAN CACKLER NOTARY #01004720 EXP. 03-19-2029 PUBLIC STATE OF OKLAHOMA

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

BROKEN ARROW
*Where opportunity lives*

# CITY OF BROKEN ARROW

May 6, 2026

Bid Name: Aggregate
Bid Number: 26.154
QuestCDN Number: 10195408
Bid Opening Date: May 27, 2026, at 10:00 am CST
Published in TulsaWorld: May 9, 2026 and May 15, 2026

## Aggregate

The City of Broken Arrow is inviting proposals to provide an **Aggregate** in accordance with the terms and conditions detailed herein. Additional annual terms may be granted at the discretion of the City Council.

To participate in the solicitation and review process, please choose using an online bid or mailing in paper bid. You can submit bids online at QuestCDN.com or mail them (see section 13). All mailed bids must arrive no later than Bid Opening Date: May 27, 2026, at 10:00 am CST.

- To participate in this solicitation online, please register as a Planholder at QuestCDN.com. Refer to Exhibit 3 for detailed instructions.
- All QuestCDN forms are fillable, and email notifications will indicate when results are posted. This digital completion process helps prevent any bidding delays. All questions should be posted and answered through QuestCDN.
- Paper bid forms can be accessed on our website at https://www.brokenarrowok.gov/business/bids-contracts.
- QuestCDN provides a bid countdown to indicate the time remaining before the deadline. Late submissions will not be accepted.
- For technical assistance, please contact QuestCDN at 952-233-1632 or email info@questcdn.com.
- If you would like to be at the bidding in person. Please join us at the Purchasing Department/Bidding at 1700 West Detroit St., Broken Arrow, OK 74012.

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.

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

Questions or additional information requests should be directed to the City of Broken Arrow
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 **Aggregate** for the City of Broken Arrow according to the terms and conditions set forth in this Bid Number: 26.154 with QuestCDN Number: 10195408.

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:

   7/1/2026 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
   7/1/2030 to 6/30/2031

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: **Curt Poole, Utility Services Manager.**

4. **QUESTIONS REGARDING THE BID**: Questions regarding this bid can be submitted electronically through QuestCDN or via email bdampf@brokenarrowok.gov. To submit a question, log in to your QuestCDN account, locate the project using QuestCDN Number: 10195408, and use the Q&A feature associated with the project listing.

   All questions must be submitted within 24 hours prior to the Bid Opening Date, and you 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.

5. **STATEMENT OF NEED:** The contractor shall be capable of providing an **Aggregate** listed in the contractor's BID response, in accordance with the terms and conditions stated herein.

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

6. **GENERAL PERFORMANCE TASKS**: The contractor shall be responsible for the following minimum general requirements:

1. 1 ½" Crusher Run
2. 3" Crusher Run
3. 12", 18", & 36" Rip Rap
4. 3/8" Asphalt Chips & ½" Chips
5. 1 ½" Road Rock & 1 ½" Clean
6. Screenings
7. 6" Surge Rock
8. 8" Surge Rock
9. Gabion Stone
10. Asphalt Millings
    - Type A Aggregate
    - Pugged Aggregate Base Per ODOT Specifications
11. Delivery Cost Per Ton to City Yard at 1700 West Detroit
12. Trailer -- Rip Rap
13. Bobtail -- Rip Rap

## 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 LIABILTY:** 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:

- The City Council shall have the authority to award contracts within the purview of this title.
- Responsive and responsible bidder. The 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.
- 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 are 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 all forms in the spaces provided on the "Terms" and "Signature Sheets". Bids are available for submission via online or by mail. Please select option 1: mail or option 2: online.

**OPTION 1: MAIL**

You can mail bids in a sealed envelope to:

City of Broken Arrow
Attention:
Bidding/Purchasing Secretary
1700 W Detroit St
Broken Arrow, OK 74012

ABC Company
123 E Broadway
Tulsa, OK 74133

City of Broken Arrow
Bidding/Purchasing Secretary
1700 W Detroit St
Broken Arrow, OK 74012

Bid Number
Bid Name

Please make sure the bid name and number are documented in the bottom left corner on the front of the envelope.

**OPTION 2: ONLINE**

You can submit a bid online via QuestCDN. Please go to QuestCDN.com (see Exhibit 3 for detailed instructions).

- Virtual Bids will be opened online at QuestCDN.com at the scheduled bid opening time.
- All attachments are fillable and submitted digitally.

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

- Attachment A – Price Summary Sheet
- Attachment B – Terms & Conditions
- Attachment C – References
- Attachment D – Interest Affidavit
- Attachment E – Proposal Affidavit
- Expired Notary Stamps will not be accepted
- 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

**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.

**18.3. TYPE OF CONTRACT**

The purpose of this bid is to establish an agreement for the supply and delivery of aggregate materials required for various municipal projects. The awarded contractor will be responsible for providing high-quality aggregate. The contractor must ensure timely delivery to designated locations, maintain consistent product quality, and comply with all applicable industry regulations and safety standards. The City of Broken Arrow reserves the right to obtain goods or services from an alternate vendor in the event that the awarded vendor is unable to supply, fails to meet the required specifications, delivery timelines, or other performance requirements. Additionally, the City of Broken Arrow reserves the right to use another vendor if continued use of the awarded vendor would be in conflict with the City's purchasing policies, procedures, or applicable laws and regulations.

**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.
- 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**

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.

**18.18. BID CONFORMITY**

By submitting a response to this solicitation, the bidder attests that the supplies or services conform to specified contact 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

- 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 | Labor Day |
| Martin Luther King Day | Veteran's Day |
| Presidents' Day | Thanksgiving |
| Good Friday | Friday after Thanksgiving |
| Memorial Day | Christmas Eve |
| Independence Day | 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 TO USE (FREE TO REGISTER AND APPLY)

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 Number: 10195408 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 that 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.

**BIDDERS NAME:** APAC - Central Inc.

## ATTACHMENT A - PRICING SUMMARY

### RATES AND CHARGES

Note: Pricing is to remain firm while contract is in effect

**Rates & Charges:**

| | |
|---|---|
| **1 TON 1 ½" Crusher Run** | $ 9.25 |
| **1 TON 3" Crusher Run** | $ 9.25 |
| **1 TON 12", 18" & 36" Rip Rap** | $ 25.00 |
| **1 TON 3/8" Asphalt Chips & 1/2" Chips** | $ 14.00 |
| **1 TON 1 ½" Road Rock & 1 1/2 " Clean** | $ NB |
| **1 TON Screenings** | $ 8.00 |
| **1 TON 6" Surge Rock** | $ 17.00 |
| **1 TON 8" Surge Rock** | $ 17.00 |
| **1 TON Gabion Stone** | $ NB |
| **1 TON Asphalt Millings** | $ NB |
| **1 TON Type A Aggregate** | $ 10.00 |
| **1 TON 3" Crusher Run** | $ 9.25 |
| **1 TON Pugged Aggregate Base Per ODOT Specifications** | $ 10.00 |

**Delivery Cost Per Ton to City Yard, 1700 West Detroit**

**Trailer $** 8.50 **Rip Rap $** 9.50

**Bobtail $** 8.50 **Rip Rap $** 9.50

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

**BIDDERS NAME:** APAC - Central Inc

**ATTACHMENT B - TERMS AND SIGNATURE SHEET**

In compliance with this invitation for Bid Number: 26.154 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: 5/14/26

Company Name: APAC Central, Inc

Address: 4608 S. Garnett Rd Suite 600

Tulsa (City) OK (State) 74146 (Zip Code)

Email: cpratt@apac.com

X _____ 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 14th day of May 2026

CINDI L. GRUBB NOTARY # 07004256 EXP. 05/02/27 PUBLIC STATE OF OKLAHOMA

My Commission Expires: 5-2-2027 _____ Notary Public (or Clerk or Judge)

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

**BIDDERS NAME:** APAC Central, Inc

**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.

**Contact Name:** Creek County

Telephone: 918-227-4909

Contact Name: Jana Thomas Title: First Deputy / Purchasing Agent

Address: 317 E. Lee Room #100

Sapulpa (City) OK (State) 74066 (Zip Code)

Email Address: jthomas@creekcountyonline.com

**Contact Name:** City of Sand Springs

Telephone: 918-246-2601

Contact Name: Gary Duplissey Title: Superintendent

Address: 8700 W. 21st St.

Sand Springs (City) OK (State) 74063 (Zip Code)

Email Address: gdduplis@sandspringsok.org

**Contact Name:** Iron Pipe

Telephone: 620-687-4382

Contact Name: Jason Reed Title: Owner

Address: 2600 W. Oakland Pl

Broken Arrow (City) OK (State) 74012 (Zip Code)

Email Address: jason@ironpipeok.com

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

**BIDDERS NAME:** APAC Central, Inc

**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 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:

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 _____

CINDI L. GRUBB NOTARY PUBLIC #07004256 EXP. 05/02/27 STATE OF OKLAHOMA

Subscribed and sworn to before me this 14th day of May 2026

My Commission Expires: 5-2-2027

_____
Notary Public (or Clerk or Judge)

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

**BIDDERS NAME:** APAC Central Inc.

## 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 _____

CINDI L. GRUBB NOTARY PUBLIC # 07004256 EXP. 05/02/27 STATE OF OKLAHOMA

Subscribed and sworn to before me this 14th day of May 20 26

My Commission Expires: 5-2-2027 _____
Notary Public (or Clerk or Judge)

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

**BIDDERS NAME:** Greenhill Materials

## ATTACHMENT A - PRICING SUMMARY

## RATES AND CHARGES

Note: Pricing is to remain firm while contract is in effect

**Rates & Charges:**

| | |
|---|---|
| **1 TON 1 ½" Crusher Run** | $ 13.50 |
| **1 TON 3" Crusher Run** | $ 13.50 |
| **1 TON 12", 18" & 36" Rip Rap** | $ 31.00 |
| **1 TON 3/8" Asphalt Chips & 1/2" Chips** | $ 28.00 |
| **1 TON 1 ½" Road Rock & 1 1/2 " Clean** | $ 20,50 |
| **1 TON Screenings** | $ 12.00 |
| **1 TON 6" Surge Rock** | $ 19.00 |
| **1 TON 8" Surge Rock** | $ 19.00 |
| **1 TON Gabion Stone** | $ 19.00 |
| **1 TON Asphalt Millings** | $ NB |
| **1 TON Type A Aggregate** | $ 15.00 |
| **1 TON 3" Crusher Run** | $ 13.50 |
| **1 TON Pugged Aggregate Base Per ODOT Specifications** | $ 15.00 |

**Delivery Cost Per Ton to City Yard, 1700 West Detroit**

**Trailer $** 7.75 **Rip Rap $** _____ Plus Fuel Sur-charge

**Bobtail $** 7.75 **Rip Rap $** _____ plus Fuel Sur-charge

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

**BIDDERS NAME:** GREENhill MaterialS

**ATTACHMENT B - TERMS AND SIGNATURE SHEET**

In compliance with this invitation for Bid Number: 26.154 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 WINDLE

Date: 5/26/26

Company Name: GREENhill MaterialS

Address: 14701 E 46th St N

OWASSO (City) OK (State) 74055 (Zip Code)

Email: barbara.windle@greenhillmaterials.com

X Barbara Windle Official Title: SALES/Office Mng.

Please print or type name clearly: BARBARA WINDLE

Telephone: 918-274-6560 Fax Number:

Federal Tax ID Number: 73-1133882

Subscribed and sworn to before me this 26 day of May 2026

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

FELICIA WACHOB
Notary Public, State of Oklahoma
Commission # 24013712
My Commission Expires 11-01-2028

**BIDDERS NAME:** Greenhill Materials

**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.

**Contact Name:** Stephanie Mayfield / Okmulgee Co.

Telephone: 918-267-3622

Contact Name: Stephanie Mayfield Title: office

Address: 802 N Broadway, Beggs, OK

Beggs (City) OK (State) 74421 (Zip Code)

Email Address: District1@okmulgeecounty.gov

**Contact Name:** Melissa Owens / GC Enterprises

Telephone: 918-613-0766

Contact Name: Melissa Owens Title: office

Address: P O Box 3052

Claremore (City) Ok (State) 74018 (Zip Code)

Email Address: melissa@greenconstructionok.com

**Contact Name:** Kaz Norton / Dolese Bros Co

Telephone: 405-297-8212

Contact Name: Kaz Norton Title: office

Address: 8300 N Oklahoma Ave

Okla. City (City) Ok (State) 73114 (Zip Code)

Email Address: knorton@dolese.com

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

Barbara Whidby

**BIDDERS NAME:** Greenhill Materials

**ATTACHMENT D - INTEREST AFFIDAVIT**
**The following affidavit is to accompany the proposal:**

STATE OF: Ok.

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:

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 26th day of May 2026

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

FELICIA WACHOB
Notary Public, State of Oklahoma
Commission # 24013712
My Commission Expires 11-01-2028

**BIDDERS NAME:** Greenhill Materials

**ATTACHMENT E - PROPOSAL AFFIDAVIT**

**The following affidavit is to accompany the proposal:**

STATE OF: OK

COUNTY OF: Rogers

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

1. (S)he is the duly authorized agent of __, 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 26th day of May 2026

My Commission Expires: 11-01-2026 Felicia Wachob
Notary Public (or Clerk or Judge)

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

FELICIA WACHOB
Notary Public, State of Oklahoma
Commission # 24013712
My Commission Expires 11-01-2028

BROKEN ARROW
Where opportunity lives

# 26.154-Aggregate

The purpose of this bid is to establish an agreement for the supply and delivery of aggregate materials required for various municipal projects. The awarded contractor will be responsible for providing high-quality aggregate. The contractor must ensure timely delivery to designated locations, maintain consistent product quality, and comply with all applicable industry regulations and safety standards.The City of Broken Arrow reserves the right to obtain goods or services from an alternate vendor in the event that the awarded vendor is unable to supply, fails to meet the required specifications, delivery timelines, or other performance requirements. Additionally, the City of Broken Arrow reserves the right to use another vendor if continued use of the awarded vendor would be in conflict with the City's purchasing policies, procedures, or applicable laws and regulations.

| Bidders | Anchor Stone Company | APAC - Central Inc. | Greenhill Materials |
|---|---|---|---|
| | Price Per Ton | Price Per Ton | Price Per Ton |
| 1 TON 1 ½" Crusher Run | $ 11.00 | $ 9.25 | $ 13.50 |
| 1 TON 3" Crusher Run | $ 11.00 | $ 9.25 | $ 13.50 |
| 1 TON 12", 18" & 36" Rip Rap | $ 30.00 | $ 25.00 | $ 31.00 |
| 1 TON 3/8" Asphalt Chips & 1/2" Chips | $ 18.00 | $ 14.00 | $ 28.00 |
| 1 TON 1 ½" Road Rock & 1 1/2 " Clean | $ 13.00 | NOT BIDDING | $ 20.50 |
| 1 TON Screenings | $ 9.00 | $ 8.00 | $ 12.00 |
| 1 TON 6" Surge Rock | NOT BIDDING | $ 17.00 | $ 19.00 |
| 1 TON 8" Surge Rock | NOT BIDDING | $ 17.00 | $ 19.00 |
| 1 TON Gabion Stone | $ 27.00 | NOT BIDDING | $ 19.00 |
| 1 TON Asphalt Millings | NOT BIDDING | NOT BIDDING | NOT BIDDING |
| 1 TON Type A Aggregate | $ 11.00 | $ 10.00 | $ 15.00 |
| 1 TON 3" Crusher Run | $ 11.00 | $ 9.25 | $ 13.50 |
| 1 TON Pugged Aggregate Base Per ODOT Specifications | $ 11.00 | $ 10.00 | $ 15.00 |
| **Delivery Cost Per Ton to City Yard, 1700 West Detroit** | | | |
| Trailer | $ 8.40 | $ 8.50 | $ 7.75 |
| Rip Rap | $ 12.60 | $ 9.50 | $ - |
| Bobtail | $ 8.40 | $ 8.50 | $ 7.75 |
| Rip Rap | $ 12.60 | $ 9.50 | $ - |
| **Price Summary - Rates and Charges** | **$ 194.00** | **$ 164.75** | **$ 234.50** |
| **Notary Public Commission Expires** | **3/19/2029** | **2/17/2028** | **8/7/2028** |
| | 2nd Lowest | 1st Lowest | 3rd Lowest |

26.154-Aggregate
This was advertised on the City Website as well as the Tulsa World.
Bid was sent out to (5) Vendors with (3) Vendors responding.
This bid tabulation is true and accurate to the best of my knowledge.

X Ryan Baze

Ryan Baze, General Services Director

6/9/2026

Date

# City of Broken Arrow

## Request for Action

**File #:** 26-925, **Version:** 1

**Broken Arrow Municipal Authority**
**Meeting of: 06-15-2025**

**Title:**
Award the most advantageous bid to Apac-Central, Inc. and Ellsworth Construction and as the primary vendors, and award Millennial Asphalt as a back-up vendor for asphalt as needed

**Background:**
The Purchasing Division prepared Bid #26.156 for asphalt materials and distributed the request to multiple 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 28, 2026, and the City received three (3) responses from Apac Central Inc., Millennial Concrete, and Ellsworth Construction.

City staff recommends awarding the primary contract to and Apac Central Inc. and Ellsworth Construction, as primaries, with Millennial Asphalt 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:** 26.156-Asphalt, 26.156-Asphalt-APAC Central, Inc., 26.156-Asphalt-Ellsworth Construction, LLC, 26.156-Asphalt-Millennial Asphalt, Signed 26.156-Asphalt-Tabulations

**Recommendation:**
Award the most advantageous bid to Apac-Central, Inc. and Ellsworth Construction and as the two primary vendors, and award Millennial Asphalt as a back-up vendor for asphalt as needed

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# CITY OF BROKEN ARROW

May 7, 2026

Bid Name: Asphalt
Bid Number: 26.156
QuestCDN Number: 10197479
Bid Opening Date: May 28, 2026, at 2:00 pm CST
Published in TulsaWorld: May 9, 2026 and May 16, 2026

## Asphalt

The City of Broken Arrow is inviting proposals to provide an **Asphalt** in accordance with the terms and conditions detailed herein. Additional annual terms may be granted at the discretion of the City Council.

To participate in the solicitation and review process, please choose using an online bid or mailing in paper bid. You can submit bids online at QuestCDN.com or mail them (see section 13). All mailed bids must arrive no later than Bid Opening Date: May 28, 2026, at 2:00 pm CST.

- To participate in this solicitation online, please register as a Planholder at QuestCDN.com. Refer to Exhibit 3 for detailed instructions.
- All QuestCDN forms are fillable, and email notifications will indicate when results are posted. This digital completion process helps prevent any bidding delays. All questions should be posted and answered through QuestCDN.
- Paper bid forms can be accessed on our website at https://www.brokenarrowok.gov/business/bids-contracts.
- QuestCDN provides a bid countdown to indicate the time remaining before the deadline. Late submissions will not be accepted.
- For technical assistance, please contact QuestCDN at 952-233-1632 or email info@questcdn.com.
- If you would like to be at the bidding in person. Please join us at the Purchasing Department/Bidding at 1700 West Detroit St., Broken Arrow, OK 74012.

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.

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

Questions or additional information requests should be directed to the City of Broken Arrow
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 **Asphalt** for the City of Broken Arrow according to the terms and conditions set forth in this Bid Number: 26.156 with QuestCDN Number: 10197479.

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:

   7/1/2026 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
   7/1/2030 to 6/30/2031

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: **Curt Poole, Utility Services Manager.**

4. **QUESTIONS REGARDING THE BID**: Questions regarding this bid can be submitted electronically through QuestCDN or via email bdampf@brokenarrowok.gov. To submit a question, log in to your QuestCDN account, locate the project using QuestCDN Number: 10197479, and use the Q&A feature associated with the project listing.

   All questions must be submitted within 24 hours prior to the Bid Opening Date, and you 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.

5. **STATEMENT OF NEED:** The contractor shall be capable of providing an **Asphalt** listed in the contractor's BID response, in accordance with the terms and conditions stated herein.

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

6. **GENERAL PERFORMANCE TASKS**: The contractor shall be responsible for the following minimum general requirements:

   1. 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.
   2. Asphalt concrete pavement (hot mix-hot lay)

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 LIABILTY:** 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:

- The City Council shall have the authority to award contracts within the purview of this title.
- Responsive and responsible bidder. The 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.
- 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 are 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 all forms in the spaces provided on the "Terms" and "Signature Sheets". Bids are available for submission via online or by mail. Please select option 1: mail or option 2: online.

**OPTION 1: MAIL**

You can mail bids in a sealed envelope to:

City of Broken Arrow
Attention:
Bidding/Purchasing Secretary
1700 W Detroit St
Broken Arrow, OK 74012

ABC Company
123 E Broadway
Tulsa, OK 74133

City of Broken Arrow
Bidding/Purchasing Secretary
1700 W Detroit St
Broken Arrow, OK 74012

Bid Number
Bid Name

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

Please make sure the bid name and number are documented in the bottom left corner on the front of the envelope.

**OPTION 2: ONLINE**

You can submit a bid online via QuestCDN. Please go to QuestCDN.com (see Exhibit 3 for detailed instructions).

- Virtual Bids will be opened online at QuestCDN.com at the scheduled bid opening time.
- All attachments are fillable and submitted digitally.
- Attachment A – Price Summary Sheet
- Attachment B – Terms & Conditions
- Attachment C – References
- Attachment D – Interest Affidavit
- Attachment E – Proposal Affidavit
- Expired Notary Stamps will not be accepted
- 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

**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.

### 18.3. TYPE OF CONTRACT

The City of Broken Arrow reserves the right to award multiple vendors. If more than one vendor is awarded the contract for service, the rotation will potentially be on a monthly basis. If the selected vendor is unavailable to provide services on scene within thirty minutes, the city of Broken Arrow reserves the right to contact another service provider. All contractors are required to follow all local, state, and federal; ordinances, statutes and laws pertaining to wrecker services including quick clearance.

### 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.
- 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**

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.

**18.18. BID CONFORMITY**

By submitting a response to this solicitation, the bidder attests that the supplies or services conform to specified contact 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

- 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 | Labor Day |
| Martin Luther King Day | Veteran's Day |
| Presidents' Day | Thanksgiving |
| Good Friday | Friday after Thanksgiving |
| Memorial Day | Christmas Eve |
| Independence Day | 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 Number: 10197479 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 that 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.

**BIDDERS NAME:** _____

## ATTACHMENT A - PRICING SUMMARY

## RATES AND CHARGES

Note: Pricing is to remain firm while contract is in effect

| | | |
|---|---|---|
| Type A Asphalt | Price Per Ton | $_____ |
| Type B Asphalt | Price Per Ton | $_____ |
| Type C Asphalt | Price Per Ton | $_____ |
| Type B Insoluble | Price Per Ton | $_____ |
| Super Save 3 | Price Per Ton | $_____ |
| Super Save 4 | Price Per Ton | $_____ |
| Super Pave 4 - 70-28 Mix Design | Price Per Ton | $_____ |

1.List Delivery Rates / Fuel Surcharge.

_____ $_____

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

_____

**Comments/Notes:**

_____

_____

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

**BIDDERS NAME:** _____

**ATTACHMENT B - TERMS AND SIGNATURE SHEET**

In compliance with this invitation for Bid Number: 26.156 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:_____

Date: _____

Company Name: _____

Address: _____

_____

City State Zip Code

Email: _____

X_____ Official Title: _____

Please print or type name clearly: _____

Telephone: _____ Fax Number: _____

Federal Tax ID Number: _____

Subscribed and sworn to before me this _____day of _____20____

My Commission Expires: _____ _____

Notary Public (or Clerk or Judge)

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

**BIDDERS NAME:** _____

**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.

**Contact Name:** _____

Telephone: _____

Contact Name: _____ Title: _____

Address: _____

_____

City State Zip Code

Email Address: _____

**Contact Name:** _____

Telephone: _____

Contact Name: _____ Title: _____

Address: _____

_____

City State Zip Code

Email Address: _____

**Contact 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

**BIDDERS NAME:** _____

**ATTACHMENT D - INTEREST AFFIDAVIT**
**The following affidavit is to accompany the proposal:**

STATE OF: _____

COUNTY OF: _____

_____, 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.

X_____

Subscribed and sworn to before me this _____day of _____20____

My Commission Expires: _____ _____
Notary Public (or Clerk or Judge)

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

**BIDDERS NAME:** _____

## ATTACHMENT E - PROPOSAL AFFIDAVIT

**The following affidavit is to accompany the proposal:**

STATE OF: _____

COUNTY OF: _____

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

1. (S)he is the duly authorized agent of __, 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 _____day of_____20_____

My Commission Expires: _____ _____
Notary Public (or Clerk or Judge)

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

BROKEN ARROW
Where opportunity lives

# CITY OF BROKEN ARROW

May 7, 2026

Bid Name: Asphalt
Bid Number: 26.156
QuestCDN Number: 10197479
Bid Opening Date: May 28, 2026, at 2:00 pm CST
Published in TulsaWorld: May 9, 2026 and May 16, 2026

## Asphalt

The City of Broken Arrow is inviting proposals to provide an **Asphalt** in accordance with the terms and conditions detailed herein. Additional annual terms may be granted at the discretion of the City Council.

To participate in the solicitation and review process, please choose using an online bid or mailing in paper bid. You can submit bids online at QuestCDN.com or mail them (see section 13). All mailed bids must arrive no later than Bid Opening Date: May 28, 2026, at 2:00 pm CST.

- To participate in this solicitation online, please register as a Planholder at QuestCDN.com. Refer to Exhibit 3 for detailed instructions.
- All QuestCDN forms are fillable, and email notifications will indicate when results are posted. This digital completion process helps prevent any bidding delays. All questions should be posted and answered through QuestCDN.
- Paper bid forms can be accessed on our website at https://www.brokenarrowok.gov/business/bids-contracts.
- QuestCDN provides a bid countdown to indicate the time remaining before the deadline. Late submissions will not be accepted.
- For technical assistance, please contact QuestCDN at 952-233-1632 or email info@questcdn.com.
- If you would like to be at the bidding in person. Please join us at the Purchasing Department/Bidding at 1700 West Detroit St., Broken Arrow, OK 74012.

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.

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

Questions or additional information requests should be directed to the City of Broken Arrow
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 **Asphalt** for the City of Broken Arrow according to the terms and conditions set forth in this Bid Number: 26.156 with QuestCDN Number: 10197479.

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:

   7/1/2026 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
   7/1/2030 to 6/30/2031

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: **Curt Poole, Utility Services Manager.**

4. **QUESTIONS REGARDING THE BID:** Questions regarding this bid can be submitted electronically through QuestCDN or via email bdampf@brokenarrowok.gov. To submit a question, log in to your QuestCDN account, locate the project using QuestCDN Number: 10197479, and use the Q&A feature associated with the project listing.

   All questions must be submitted within 24 hours prior to the Bid Opening Date, and you 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.

5. **STATEMENT OF NEED:** The contractor shall be capable of providing an **Asphalt** listed in the contractor's BID response, in accordance with the terms and conditions stated herein.

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

6. **GENERAL PERFORMANCE TASKS**: The contractor shall be responsible for the following minimum general requirements:

   1. 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.
   2. Asphalt concrete pavement (hot mix-hot lay)

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 LIABILTY:** 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.

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

## 11. AUTHORITY IN CITY COUNCIL:

- The City Council shall have the authority to award contracts within the purview of this title.
- Responsive and responsible bidder. The 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.
- 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 are 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 all forms in the spaces provided on the "Terms" and "Signature Sheets". Bids are available for submission via online or by mail. Please select option 1: mail or option 2: online.

**OPTION 1: MAIL**

You can mail bids in a sealed envelope to:

City of Broken Arrow
Attention:
Bidding/Purchasing Secretary
1700 W Detroit St
Broken Arrow, OK 74012




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

Please make sure the bid name and number are documented in the bottom left corner on the front of the envelope.

**OPTION 2: ONLINE**

You can submit a bid online via QuestCDN. Please go to QuestCDN.com (see Exhibit 3 for detailed instructions).

- Virtual Bids will be opened online at QuestCDN.com at the scheduled bid opening time.
- All attachments are fillable and submitted digitally.
- Attachment A – Price Summary Sheet
- Attachment B – Terms & Conditions
- Attachment C – References
- Attachment D – Interest Affidavit
- Attachment E – Proposal Affidavit
- Expired Notary Stamps will not be accepted
- 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

**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.

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

## 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.

### 18.3. TYPE OF CONTRACT

The City of Broken Arrow reserves the right to award multiple vendors. If more than one vendor is awarded the contract for service, the rotation will potentially be on a monthly basis. If the selected vendor is unavailable to provide services on scene within thirty minutes, the city of Broken Arrow reserves the right to contact another service provider. All contractors are required to follow all local, state, and federal; ordinances, statutes and laws pertaining to wrecker services including quick clearance.

### 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.
- 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**

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.

**18.18. BID CONFORMITY**

By submitting a response to this solicitation, the bidder attests that the supplies or services conform to specified contact 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

- 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 | Labor Day |
| Martin Luther King Day | Veteran's Day |
| Presidents' Day | Thanksgiving |
| Good Friday | Friday after Thanksgiving |
| Memorial Day | Christmas Eve |
| Independence Day | 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 Number: 10197479 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 that 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

**BIDDERS NAME:** APAC Central Inc.

## ATTACHMENT A - PRICING SUMMARY

## RATES AND CHARGES

Note: Pricing is to remain firm while contract is in effect

| | | |
|---|---|---|
| Type A Asphalt | Price Per Ton | $ 55.00 |
| Type B Asphalt | Price Per Ton | $ 59.50 |
| Type C Asphalt | Price Per Ton | $ 64.50 |
| Type B Insoluble | Price Per Ton | $ 76.00 |
| Super Save 3 | Price Per Ton | $ 55.00 |
| Super Save 4 | Price Per Ton | $ 59.50 |
| Super Pave 4 - 70-28 Mix Design | Price Per Ton | $ 76.00 |

1.List Delivery Rates / Fuel Surcharge.

Delivery per ton rate $10.55. No Surcharge $ $10.55

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

N/A

**Comments/Notes:**

May 2026 Index $572.50

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

**BIDDERS NAME:** APAC Central Inc.

**ATTACHMENT B - TERMS AND SIGNATURE SHEET**

In compliance with this invitation for Bid Number: 26.156 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: 5/18/26

Company Name: APAC Central, Inc

Address: 4608 S. Garnett Rd Ste 600

Tulsa (City) OK (State) 74146 (Zip Code)

Email: cpratt@apac.com

X _____ 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 18th day of _____ 2026

CINDI L. GRUBB NOTARY # 07004256 EXP. 05/02/27 STATE OF OKLAHOMA PUBLIC

My Commission Expires: 5-2-2027 _____ Notary Public (or Clerk or Judge)

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

**BIDDERS NAME:** APAC Central, Inc

**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.

**Contact Name:** Creek County

Telephone: 918-227-4909

Contact Name: Jana Thomas Title: First Deputy / Purchasing Agent

Address: 317 E. Lee Room #100

Sapulpa (City) OK (State) 74066 (Zip Code)

Email Address: jthomas@creekcountyonline.com

**Contact Name:** City of Sand Springs

Telephone: 918-246-2601

Contact Name: Gary Duplissey Title: Superintendent

Address: 8700 W. 21st St.

Sand Springs (City) OK (State) 74063 (Zip Code)

Email Address: gddupli@sandsprings ok.org

**Contact Name:** Iron Pipe

Telephone: 620-687-4382

Contact Name: Jason Reed Title: Owner

Address: 2600 W. Oakland Pl

Broken Arrow (City) OK (State) 74012 (Zip Code)

Email Address: jason@ironpipeok.com

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

**BIDDERS NAME:** APAC Central, Inc

**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 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:

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 _____

CINDI L. GRUBB NOTARY PUBLIC #07004256 EXP. 05/02/27 STATE OF OKLAHOMA

Subscribed and sworn to before me this 18th day of May 2026

My Commission Expires: 5-2-2027 _____
Notary Public (or Clerk or Judge)

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

**BIDDERS NAME:** APAC Central, Inc.

## 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 __, 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 _____

CINDI L. GRUBB NOTARY # 07004256 EXP. 05/02/27 PUBLIC STATE OF OKLAHOMA

Subscribed and sworn to before me this 18th day of May 2026

My Commission Expires: 5-2-2027

Cindi L. Grubb
Notary Public (or Clerk or Judge)

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

**BIDDERS NAME:** Ellsworth Construction, LLC

**ATTACHMENT D - INTEREST AFFIDAVIT**
**The following affidavit is to accompany the proposal:**

STATE OF: Oklahoma

COUNTY OF: Tulsa

Tim Quattrocchi, 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.

ELLSWORTH CONSTRUCTION LLC LIMITED LIABILITY COMPANY SEAL 2004 OKLAHOMA

X _____

Subscribed and sworn to before me this 28th day of May 20 26

My Commission Expires: 11.17.2029 Suzanne Coats
Notary Public (or Clerk or Judge)

SUZANNE COATS
NOTARY PUBLIC
STATE OF OKLAHOMA
Commission # 17010717 Expires 11/17/29

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

**BIDDERS NAME:** Ellsworth Construction, LLC

## ATTACHMENT E - PROPOSAL AFFIDAVIT

**The following affidavit is to accompany the proposal:**

STATE OF: Oklahoma

COUNTY OF: Tulsa

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

1. (S)he is the duly authorized agent of __, 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.

Ellsworth Construction LLC SEAL 2004 OKLAHOMA COMPANY LIMITED LIABILITY

X _____

Subscribed and sworn to before me this 28th day of May 20 26

My Commission Expires: 11.17.2029 _____ Notary Public (or Clerk or Judge)

SUZANNE COATS
NOTARY PUBLIC
STATE OF OKLAHOMA
Commission # 17010717 Expires 11/17/29

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

**BIDDERS NAME:** Ellsworth Construction, LLC

## ATTACHMENT A - PRICING SUMMARY

### RATES AND CHARGES

Note: Pricing is to remain firm while contract is in effect

| | | |
|---|---|---|
| Type A Asphalt | Price Per Ton | $ 60.25 |
| Type B Asphalt | Price Per Ton | $ 63.50 |
| Type C Asphalt | Price Per Ton | $ 66.00 |
| Type B Insoluble | Price Per Ton | $ 74.00 |
| Super Save 3 | Price Per Ton | $ 67.00 |
| Super Save 4 | Price Per Ton | $ 69.00 |
| Super Pave 4 - 70-28 Mix Design | Price Per Ton | $ 83.00 |

1.List Delivery Rates / Fuel Surcharge.

See attached haul rates sheet / fuel surcharge sheet if above $3.80 per Gallon $_____

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

_____

**Comments/Notes:**

_____

_____

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

**BIDDERS NAME:** Ellsworth Construction, LLC

**ATTACHMENT B - TERMS AND SIGNATURE SHEET**

In compliance with this invitation for Bid Number: 26.156 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: Ellsworth Construction, LLC

Date: 5/28/2026

Company Name: Ellsworth Construction

Address: 1209 S Frankfort Ave Ste 4(

Tulsa (City) Oklahoma (State) 74120 (Zip Code)

Email: timq@ellsworthinc.com

Ellsworth Construction LIMITED LIABILITY COMPANY SEAL 2004 OKLAHOMA LLC

X _____ Official Title: VP Commercial Paving

Please print or type name clearly: Tim Quattrocchi

Telephone: 918-446-1500 Fax Number: _____

Federal Tax ID Number: 20-1717097

Subscribed and sworn to before me this 28th day of May 2026

My Commission Expires: 11.17.2029 _____ Notary Public (or Clerk or Judge)

SUZANNE COATS NOTARY PUBLIC STATE OF OKLAHOMA Commission # 17010717 Expires 11/17/29

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

**BIDDERS NAME:** Ellsworth Construction, LLC

**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.

**Contact Name:** Crossland Construction

Telephone: 918-712-1441

Contact Name: Jason Reed Title: Project Manager

Address: 420 S 145th E Ave Suite K

Tulsa (City) Oklahoma (State) 74108 (Zip Code)

Email Address: jason.reed@crossland.com

**Contact Name:** Nabholz

Telephone: 918-632-7241

Contact Name: BJ Roberts Title: Sr Preconstruction Specialist

Address: 10319 E 54th St

Tulsa (City) Oklahoma (State) 74146 (Zip Code)

Email Address: bj.roberts@nabholz.com

**Contact Name:** Manhattan Construction

Telephone: 918-583-6900

Contact Name: Caleb McBride Title: Senior Estimator

Address: 5601 S 122nd E Ave

Tulsa (City) Oklahoma (State) 74146 (Zip Code)

Email Address: cmcbride@manhattanconstruction.com

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

ELLSWORTH CONSTRUCTION LLC

| Miles | Haul Rate | Miles | Haul Rate |
|---|---|---|---|
| 1 | $3.00 | 31 | $12.80 |
| 2 | $3.25 | 32 | $13.10 |
| 3 | $3.50 | 33 | $13.40 |
| 4 | $3.75 | 34 | $13.70 |
| 5 | $4.25 | 35 | $14.00 |
| 6 | $4.90 | 36 | $14.30 |
| 7 | $5.55 | 37 | $14.60 |
| 8 | $6.20 | 38 | $14.90 |
| 9 | $6.85 | 39 | $15.20 |
| 10 | $7.50 | 40 | $15.50 |
| 11 | $7.70 | 41 | $15.80 |
| 12 | $7.90 | 42 | $16.10 |
| 13 | $8.10 | 43 | $16.40 |
| 14 | $8.30 | 44 | $16.90 |
| 15 | $8.50 | 45 | $17.00 |
| 16 | $8.70 | 46 | $17.30 |
| 17 | $8.90 | 47 | $17.60 |
| 18 | $9.10 | 48 | $17.90 |
| 19 | $9.30 | 49 | $18.20 |
| 20 | $9.50 | 50 | $18.50 |
| 21 | $9.80 | 55 | $20.00 |
| 22 | $10.10 | 60 | $21.50 |
| 23 | $10.40 | 65 | $23.00 |
| 24 | $10.70 | 70 | $24.50 |
| 25 | $11.00 | 75 | $26.00 |
| 26 | $11.30 | 80 | $27.50 |
| 27 | $11.60 | 85 | $29.00 |
| 28 | $11.90 | 90 | $30.50 |
| 29 | $12.20 | 95 | $32.00 |
| 30 | $12.50 | 100 | $33.50 |

**Ellsworth Construction, LLC.**

Tulsa, OK (Estimating Dept.)

1209 S Frankfort Ave., Ste 400 • Tulsa, Oklahoma 74120 Tel: 918-446-1500 • Fax 918-446-8148

## Energy/Fuel Surcharge Table

| If fuel price range is: | | | Aggregate Energy/Fuel Surcharge Per Ton | Asphalt Energy/Fuel Surcharge Per Ton | Ready Mix Energy/Fuel Surcharge per Load | Agg/Asphalt Delivery Energy/Fuel Surcharge % of Base Rate |
|---|---|---|---|---|---|---|
| 3.350 | | 3.499 | $0.00 | $0.00 | $0.00 | 0.00% |
| 3.500 | | 3.649 | $0.05 | $0.25 | $2.50 | 1.06% |
| 3.650 | | 3.799 | $0.10 | $0.50 | $5.00 | 2.12% |
| 3.800 | | 3.949 | $0.15 | $0.75 | $7.50 | 3.18% |
| 3.950 | | 4.099 | $0.20 | $1.00 | $10.00 | 4.24% |
| 4.100 | | 4.249 | $0.25 | $1.25 | $12.50 | 5.29% |
| 4.250 | | 4.399 | $0.30 | $1.50 | $15.00 | 6.35% |
| 4.400 | | 4.549 | $0.35 | $1.75 | $17.50 | 7.41% |
| 4.550 | | 4.699 | $0.40 | $2.00 | $20.00 | 8.47% |
| 4.700 | | 4.849 | $0.45 | $2.25 | $22.50 | 9.53% |
| 4.850 | | 4.999 | $0.50 | $2.50 | $25.00 | 10.59% |
| 5.000 | | 5.149 | $0.55 | $2.75 | $27.50 | 11.65% |
| 5.150 | | 5.299 | $0.60 | $3.00 | $30.00 | 12.71% |
| 5.300 | | 5.449 | $0.65 | $3.25 | $32.50 | 13.76% |
| 5.450 | | 5.599 | $0.70 | $3.50 | $35.00 | 14.82% |
| 5.600 | | 5.749 | $0.75 | $3.75 | $37.50 | 15.88% |
| 5.750 | | 5.899 | $0.80 | $4.00 | $40.00 | 16.94% |
| 5.900 | | 6.049 | $0.85 | $4.25 | $42.50 | 18.00% |
| 6.050 | | 6.199 | $0.90 | $4.50 | $45.00 | 19.06% |
| 6.200 | | 6.349 | $0.95 | $4.75 | $47.50 | 20.12% |
| 6.350 | | 6.499 | $1.00 | $5.00 | $50.00 | 21.18% |
| 6.500 | | 6.649 | $1.05 | $5.25 | $52.50 | 22.24% |
| 6.650 | | 6.799 | $1.10 | $5.50 | $55.00 | 23.30% |
| 6.800 | | 6.949 | $1.15 | $5.75 | $57.50 | 24.36% |
| **Adjustment Frequency** | | | | **Monthly** | | **Weekly** |
| For each $0.149 increase | | | +0.05 | +0.25 | +2.50 | +1.06% |

When published (rack) fuel prices exceed $3.500 per gallon, there will be an energy surcharge applied as show in the table above.
The adjustment will be reset monthly based on the average weekly retail price of #2 diesel fuel for the midwest region (PADD 2) published on the 1st Monday of the month.

Link to site: https://www.eia.gov/dnav/pet/PET_PRI_GND_A_EPD2D_PTE_DPGAL_W.htm

Customer Signature _____ Salesperson Signature _____

**Prices made valid by means of written confirmation for the time period quoted. Unsigned quotations are not valid. This proposal shall be void if not Received by Ellsworth Construction, LLC. within 30 days. Signature acknowledges and accepts Ellsworth Construction's Terms & Conditions (See Attached) and the above prices.**

**BIDDERS NAME:** MILLENNIA ASPHALT

## ATTACHMENT A - PRICING SUMMARY

### RATES AND CHARGES

Note: Pricing is to remain firm while contract is in effect

| | | |
|---|---|---|
| Type A Asphalt | Price Per Ton | $ 66 |
| Type B Asphalt | Price Per Ton | $ 70 |
| Type C Asphalt | Price Per Ton | $ 74 |
| Type B Insoluble | Price Per Ton | $ 82 |
| Super Save 3 | Price Per Ton | $ 66 |
| Super Save 4 | Price Per Ton | $ 70 |
| Super Pave 4 - 70-28 Mix Design | Price Per Ton | $ 90 |

1.List Delivery Rates / Fuel Surcharge.

N/A $_____

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

_____

**Comments/Notes:**

_____

_____

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

**BIDDERS NAME:** MILLERMAR ASPHALT

**ATTACHMENT B - TERMS AND SIGNATURE SHEET**

In compliance with this invitation for Bid Number: 26.156 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: MILLERMAR ASPHALT

Date: 5/19/26

Company Name: MILLERMAR ASPHALT

Address: 14960 E 56TH STREET NORTH

OWASSO OK 74055

City State Zip Code

Email: MARKO.DJUKIC@SILERWOOD.NET

X _____ Official Title: OPERATIONS MANAGER

Please print or type name clearly: MARKO DJUKIC

Telephone: 918-240-1410 Fax Number: _____

Federal Tax ID Number: 73-1133882

Subscribed and sworn to before me this 19th day of May 2026

My Commission Expires: 5/6/2029 _____
Notary Public (or Clerk or Judge)

LAUREN MEIRINK
Notary Public, State of Oklahoma
Commission # 25005479
My Commission Expires 05-06-2029

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

**BIDDERS NAME:** MILLENNIAL ASPHALT

**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.

**Contact Name:** CHRIS SNYDERS / A&A ASPHALT

Telephone: 918-688-9323

Contact Name: CHRIS SNYDERS Title: VP

Address: 28505 EAST 121ST ST

COUNTA OK 74429

City State Zip Code

Email Address: CHRIS@AAASPHALTOK.COM

**Contact Name:** JAKE CHILDRESS / TRISTAR

Telephone: 918-949-0889

Contact Name: JAKE CHILDRESS Title: ESTIMATOR

Address: 1880 N 166TH E AVE

TULSA OK 74116

City State Zip Code

Email Address: JCHILDRESS@TRISTARLLC.NET

**Contact Name:** BRENT BELL

Telephone: 918-440-8436

Contact Name: BRENT BELL Title: OWNER

Address:

City State Zip Code

Email Address: BRENTBELL77@YAHOO.COM

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

**BIDDERS NAME:** Millgrave Asphalt

**ATTACHMENT D - INTEREST AFFIDAVIT**
**The following affidavit is to accompany the proposal:**

STATE OF: Oklahoma

COUNTY OF: Tulsa

Marko Dzelic, 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 19th day of May 2026

My Commission Expires: 5/6/29 Lauren Meirink
Notary Public (or Clerk or Judge)

LAUREN MEIRINK
Notary Public, State of Oklahoma
Commission # 25005479
My Commission Expires 05-06-2029

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

**BIDDERS NAME:** Milestone Asphalt

**ATTACHMENT E - PROPOSAL AFFIDAVIT**

**The following affidavit is to accompany the proposal:**

STATE OF: Oklahoma

COUNTY OF: Tulsa

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

1. (S)he is the duly authorized agent of __, 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 19th day of May 20 26

My Commission Expires: 5/6/2029 _____
Notary Public (or Clerk or Judge)

LAUREN MEIRINK
Notary Public, State of Oklahoma
Commission # 25005479
My Commission Expires 05-06-2029

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

BROKEN ARROW
Where opportunity lives

## 26.156-Asphalt

The City of Broken Arrow reserves the right to award multiple vendors. If more than one vendor is awarded the contract for service, the rotation will potentially be on a monthly basis. If the selected vendor is unavailable to provide services on scene within thirty minutes, the city of Broken Arrow reserves the right to contact another service provider. All contractors are required to follow all local, state, and federal; ordinances, statutes and laws pertaining to wrecker services including quick clearance.

| Bidders | APAC-Central | Ellsworth Construction | Millennial Asphalt |
|---|---|---|---|
| | Price Per Ton | Price Per Ton | Price Per Ton |
| Type A Asphalt | $ 55.00 | $ 60.25 | $ 66.00 |
| Type B Asphalt | $ 59.50 | $ 63.50 | $ 70.00 |
| Type C Asphalt | $ 64.50 | $ 66.00 | $ 74.00 |
| Type B Insoluble | $ 76.00 | $ 74.00 | $ 82.00 |
| Super Save 3 | $ 55.00 | $ 67.00 | $ 66.00 |
| Super Save 4 | $ 59.50 | $ 69.00 | $ 70.00 |
| Super Pave 4 - 70-28 Mix Design | $ 76.00 | $ 83.00 | $ 90.00 |
| List Delivery Rates / Fuel Surcharge | $ 10.55 | See below | N/A |
| List any value-added services and/or volume discount information | per ton | per gallon | N/A |
| Comments | May 2026 Index $572.50 | Fuel Surcharge Sheet if above $3.80/gallon | N/A |
| | | | |
| **Price Summary - Rates and Charges** | **$ 456.05** | **$ 482.75** | **$ 518.00** |
| **Notary Public Commission Expires** | **5/2/2027** | **11/17/2029** | **5/6/2029** |
| | 1st Lowest | 2nd Lowest | 3rd Lowest |

26.156-Asphalt
This was advertised on the City Website as well as the Tulsa World.
Bid was sent out to (5) Vendors with (3) Vendors responding.
This bid tabulation is true and accurate to the best of my knowledge.

X Ryan Baze
Ryan Baze, General Services Director

6/9/2026
Date

# City of Broken Arrow

## Request for Action

**File #:** 26-835, **Version:** 1

**Broken Arrow Municipal Authority**
**Meeting of: 06-15-2026**

**Title:**

Approval of and authorization to award the most advantageous bid to Bartec Municipal Technologies for the Request for Proposal for Solid Waste & Recycling Business Management Software RFP 25.141

**Background:**

The City of Broken Arrow currently utilizes Routeware as its Solid Waste & Recycling Business Management Software provider. Throughout the term of the existing agreement, the City has encountered persistent issues related to system reliability, workflow limitations, data accuracy, and overall usability for both field and office personnel. These challenges have hindered operational efficiency and created barriers to delivering consistent service to residents.

To address these concerns and identify a more capable long-term solution, the City issued a Request for Proposal (RFP) for Solid Waste & Recycling Business Management Software. The evaluation process considered the system's functionality and operational fit, integration and technical requirements-including Tyler Munis and GIS-implementation approach and support model, vendor qualifications and municipal experience, and overall cost and long-term value.

The proposal evaluations placed Routeware, Bartec Municipal Technologies, and Waste Innovations Systems as the top three vendors. To further distinguish between these finalists, each conducted a virtual presentation demonstrating key workflows such as routing, dispatching, service verification, scheduling, and reporting, as well as addressing technical integrations, hosting reliability, data migration, project methodology, and long-term support.

The participating vendors and the vendor scoring matrix is as follows:

**Final Evaluation Scoring Results**

| | Total Score |
|---|---|
| BARTEC | 170 |
| WASTE INNOVATION SYSTEMS | 147 |
| ROUTEWARE | 129 |
| KLOUDGIN | 90 |
| CONCOURSE | 55 |
| SAMS | 45 |

Bartec achieved the highest overall ranking and represents the most advantageous solution for the City's operational and strategic needs. Bartec demonstrated intuitive and practical system functionality, provided clear and confident explanations of integration capabilities and implementation planning, and showed a strong understanding of municipal solid waste operations. Evaluators noted Bartec's depth of experience, clarity of communication, and readiness to support a smooth and well managed implementation as decisive advantages.

This action does not approve an agreement. A finalized agreement and implementation plan will be presented to City

Council for approval once staff and Bartec Municipal Technologies complete negotiations.

**Cost:** **$0**

**Funding Source:** NA

**Requested By:** Scott Carr, Director of Information Technology

**Approved By:** City Manager's Office

**Attachments:** Solid Waste Management & Recycling RFP

**Recommendation:**
Award the most advantageous bid to Bartec Municipal Technologies for the proposal for the Solid Waste & Recycling Business Management Software RFP 25.141

# CITY OF BROKEN ARROW
# REQUEST FOR PROPOSAL

RFP Number: 26.141
Solid Waste & Recycling Business Management Software

SUBMIT PROPOSALS
By 3:30 p.m. (CST) April 3, 2026 to:

The City of Broken Arrow Information Technology Department 220 S. First St.
Broken Arrow, Oklahoma 74012 (918) 259-2400
Emailed to Kimber Pittman – kpittman@brokenarrowok.gov

ALL PROPOSALS MUST BE EMAILED BY THE ABOVE-STATED TIME AND DATE. ANY PROPOSAL NOT RECEIVED AT THE ABOVE EMAIL ADDRESS ON OR BEFORE THE STATED TIME WILL BE REJECTED. THERE ARE NO EXCEPTIONS.

A DIGITAL COPY OF THE PROPOSAL IS REQUIRED.

**Solid Waste & Recycling Business Management Software**

The City of Broken Arrow invites proposals for Solid Waste & Recycling Business Management Software, in accordance with the specifications and instructions set forth in this Request for Proposal. Proposals will be received by the Information Technology Department at kpittman@brokenarrowok.gov by April 3, 2026, until 3:30 p.m. CST.

**To be considered, your proposal must be submitted with a copy of this Request for Proposal. Proposal documents must be emailed to kpittman@brokenarrowok.gov. The subject line must include the Request for Proposal Number 26.141.**

**The Following Are Minimum Requirements & Specifications**

**INTENT OF SPECIFICATIONS**

It is the intent of these specifications to provide Solid Waste & Recycling Business Management Software for the City of Broken Arrow. The City of Broken Arrow is inviting proposals, on a competitive basis, from qualified companies to provide Solid Waste & Recycling Business Management Software and Support Services. The following specifications are intended to define the level of quality and performance of the requested system and service and not to be restrictive.

The information provided herein is intended to assist vendors in the preparation of proposals necessary to properly respond to this RFP. It is not intended to limit a proposal's content; rather it is designed to provide interested parties with sufficient basic information to understand the City of Broken Arrow's current operating environment and needs.

**1. Background**

The City of Broken Arrow, located in northeastern Oklahoma, is the state's fourth-largest municipality with a population of approximately 122,756 residents and more than 44,000 households spread across 55 square miles. The city provides comprehensive curbside solid waste and recycling services to its residents, operating a cart and bag hybrid-based system with weekly collection for both trash, green waste, and recyclables. Residents are issued City-owned carts—black for refuse and blue for recycling—and are required to place them curbside by 6:00 a.m. on their designated service day. Green waste to date is collected in clear bags and placed at the curb on the same service day as the cart routes. Recycling materials must be placed loose, clean, and dry in the blue cart. In addition to standard collection, the City offers scheduled bulky waste pickup for items such as furniture, appliances, and oversized green waste, billed at a per-cubic-yard rate, as well as a landfill pass program that allows eligible customers two free QR-coded passes per year for household waste disposal at the WM Quarry Landfill in Tulsa. The city also promotes sustainability through its Recycle BA program, which provides education on accepted materials and offers drop-off options for items not collected curbside. Broken Arrow's Solid Waste and Recycling operations utilize a modern fleet of automated side-loader trucks, rear load trucks, and grapple trucks equipped with in-cab technology for route execution, GPS tracking, and service verification. Monthly reports reflect significant service volumes, with millions of pounds of refuse and hundreds of thousands of pounds of recyclables collected. The city currently serves approximately 40,000 refuse customers and anticipates continued growth, requiring scalable technology solutions to manage routing, customer engagement, billing, compliance, and reporting. Integration with existing City systems—including Tyler Technologies portals for billing and vendor access, Munis for financials, and GIS for mapping—is essential to ensure operational efficiency and transparency.

**2. Project Description**

The City of Broken Arrow seeks to implement a modern, cloud-hosted Municipal Solid Waste and Recycling Business Management Software (SWR-BMS) solution that will transform how the city manages its curbside collection operations and citizen engagement. The goal is to centralize and streamline all aspects of solid waste and recycling

services, including route planning, dispatch, in-cab navigation, service verification, and recycling education. The system must integrate seamlessly with existing city platforms such as Tyler Technologies for billing and financials, GIS for mapping, and the City's website for publishing service alerts and schedules. By adopting a scalable and secure solution, the city aims to improve operational efficiency, reduce missed pickups and provide residents with a seamless experience. The platform should support ADA-compliant interfaces, robust reporting and analytics for compliance and sustainability tracking, and role-based permissions for internal staff. In addition to software delivery, the city expects the selected vendor to provide professional services including project management, configuration, data migration, training, and ongoing support. The successful implementation of this system will enable Broken Arrow to meet growing service demands, maintain high customer satisfaction, and achieve long-term sustainability goals while ensuring security, reliability, and 24/7 support.

**3. Required Features**

The City of Broken Arrow requires a comprehensive Municipal Solid Waste and Recycling Business Management Software (SWR-BMS) solution that delivers an integrated, automated, and user-friendly experience for staff. The system should streamline all aspects of curbside collection operations, from route planning and dispatch to customer engagement and reporting, while supporting scalability and efficiency. Below is an overview of the core functionality the City expects from the selected solution:

**Collection Operations**

The platform must provide robust tools for managing daily collection activities across trash, recycling, green waste, and bulky waste services. This includes:

- **Route Optimization:** Ability to dynamically generate and adjust routes based on vehicle capacity, service frequency, and geographic constraints to ensure efficient operations.
- **Dispatch & In-Cab Technology:** Real-time route dispatch to driver tablets or onboard systems, with GPS navigation, offline functionality, and automated exception handling for issues such as blocked access or missing carts.
- **Service Verification & Automation:** Capture time-stamped photos and GPS data for each stop, enabling accurate validation of completed services and streamlined resolution of missed pickup claims.
    - **Actuator or Equivalent Automation:** The system should integrate with or provide functionality to reliably capture cart lift events (e.g., through actuators, sensors, or alternative technologies) to confirm service completion. Vendors must describe their approach to ensuring consistent and accurate data capture for each lift, including any hardware, software, or telematics components required.
    - Photo or video service verification.
    - Robust internal reporting capabilities to allow city to meet existing and future KPI's.
    - Service verification for ADA service at needed locations
- **Bulky Waste Scheduling:** Resident-facing scheduling tools with automated fee calculation based on City rates, integrated work orders for crews, and support for special handling requirements.
- **Holiday Schedule Automation:** Automatic adjustment of routes and notifications based on the City's holiday "slide" schedule, with the ability to issue emergency updates for weather or other disruptions.

**Business Operations, Finance, and Compliance**

The system must integrate with existing City platforms and support accurate billing, reporting, and compliance:

- **Billing and Fee Management:** Ability to apply service fees (e.g., bulky waste charges) to utility accounts, export data to the City's financial systems, and integrate with payment portals.
- **System Integrations:** Support for integration with Tyler Munis for financials, GIS for mapping and address validation, and the City's website CMS for publishing service alerts and schedules.
- **Compliance and Reporting:** Generate reports for recycling diversion, contamination rates, route performance, and safety metrics, ensuring adherence to regulatory and transparency requirements.
- **Analytics and Dashboards:** Provide real-time operational dashboards and sustainability metrics, including

tonnage by waste stream, missed stops, route completion times, and fleet utilization.

**Optional Features**

While not required, the City is interested in learning about additional features that could improve operational efficiency and staff management. Vendors should provide separate pricing for these optional capabilities, including any one-time implementation costs and recurring annual fees. Examples include:

- **Clock-In/Clock-Out Interface for Internal Staff:** A time-tracking feature that allows sanitation employees to log start and end times directly within the system or via in-cab devices. This functionality could help streamline payroll processes, monitor route labor hours, and improve workforce accountability.
- **Video Surveillance for Service Verification:** Integration with in-cab or external cameras to capture video footage during collection activities for enhanced service verification, safety monitoring, and dispute resolution. The system should allow secure storage, retrieval, and association of video clips with specific stops or routes.

**4. Format for Proposal**

The City of Broken Arrow will evaluate vendor experience, qualifications, and capabilities for developing and implementing the Solid Waste & Recycling Business Management Software. The response should be formatted to address all items outlined below. Responders are required to submit 1 copy of the Proposal via email. The proposal shall include the following:

**Cover Letter**

- Proposer's legal name and corporate structure
- Proposer's primary contact to include name, address, phone, and email
- Signature of a company officer empowered to bind the vendor to the provisions of this RFP

**Table of Contents**

- All pages should be numbered, and the table of contents should identify each major section.

**Executive Summary**

- Provide a concise synopsis of vendor's proposal and credentials to deliver the services sought under the RFP.
- Explain how the proposed solution will differentiate itself from other vendor solutions and the reasons the City should select the proposed solution.
    - This may include a list of the unique features which give the vendor a competitive edge in the agenda management system market.
- Present a brief description of how your solution meets the needs outlined in the RFP.

**Company Profile**

- Company overview
    - Brief company history, highlighting your experience working with local governments
    - Legal name of company
    - Length of time the company been in business
    - Number of current employees
- Name, telephone number, and email address for the main point of contact during RFP process

**Project Team**

- Name and define the different roles in your company's project team
- Explain how your project team will communicate with the City and keep track of the development progress
- List any specific team leaders, including
    - Name and title
    - Description of role
    - Qualifications and experience

One-source vendors are preferred. If utilizing subcontractors for any portion of the project including engineering, design, or support, provide key personnel and company information.

**Experience**

- Minimum of three municipal references with projects similar in nature to the scope of the requirements described in this RFP. Provide the following information for each:
    - Client name
    - Website URL
    - Client contact person and title
    - Phone
    - Email address

**Features & Functionality**

- Provide detailed responses indicating how your solution can meet each of the listed features and functionality provided in Section 3 (Required Features & Optional Features).
- Identify and describe in more detail specific functionality or recommended modules or services the proposer recommends
- Describe integration capabilities including direct integrations which exist and API availability for potential integration. Please note any current use of Tyler Munis API's or ESRI GIS system integration.
    -

**Implementation Plan**

- Provide a sample timeline outlining major activities, tasks, deliverables, and resources
- Detail your overall implementation approach to ensure a successful go-live
- Describe the consulting or other professional services offered by your firm during implementation to ensure the City receives best-practice advice and guidance and to ensure the SWR-BMS is configured to meet the processes and project goals
- Explain your training approach and how you ensure users are prepared
- Outline your strategy for training future employees to use the SWR-BMS.

In addition to outlining the timeline and approach for configuration and training, vendors must describe their data migration process to ensure a seamless transition from the City's current system. This should include:

- A detailed plan for transferring historical data, including route information, service verification records, bulky waste schedules, landfill pass usage, and reporting metrics.
- Assurance that existing reports and historical data will remain accessible and accurate after migration.
- Methods for validating data integrity during and after migration.
- Any tools or services offered to convert legacy data into the new system format.

**Ongoing Support and Hosting Services**

- Describe ongoing support processes, procedures, and methods. At a minimum, the description should identify hours of support, methods to access support, after-hours support, including any support available to individual users, response time commitments, and escalation procedures.
- The City prefers cloud-based solutions. If proposing a cloud-based solution, include:
    - Describe the proposed hosting services (Microsoft Azure, AWS, etc.) and associated ongoing service level commitments
    - Describe any storage limitations on the amount of data to be housed
    - Describe any restrictions to how long data can be stored
    - Describe security, backup, and disaster recovery processes and procedures
    - Describe software release/update frequency and procedures to perform updates
    - Confirm the City retains ownership of its content and will be able to export, download, or otherwise obtain a copy of the data at the conclusion of the agreement
- If proposing an on-premise solution, include:
    - Describe the software release/update frequency and procedures to perform updates
    - Technical specifications for the software including server requirements
    - Describe any additional software/hardware required, including desktop software and plug-ins

- Any additional costs and processes required to run a development environment and/or disaster recovery server

**Investment Proposal**

Comprehensive pricing is required. Pricing should include:

- Development and implementation, including:
  - Software licensing for an unlimited number of users
  - Any required hardware
  - Any required 3rd party solutions
  - Access to available API's
  - System design and configuration
  - Consulting services
  - Training services
  - Ongoing support and maintenance
  - Additional optional enhancements
  - Travel (if required)
- Annual services, including:
  - Hosting & security
  - Maintenance
  - Technical Support
- Cost for future upgrades

**Fees**

- Total first year cost (combined one-time fees and first year annual fees)
- Annual fees beginning year 2 and specification of any expected year over year percentage increase.

Separately list any optional project enhancements that you believe will benefit the City's project.

**Additional Products Offered (limited to one (1) page)**

- Give brief descriptions of other products offered by the company. Do not include marketing brochures, promotional collateral, or excessive non-relevant information.

**Proposed Legal Agreements**

- Vendors must include a draft of the proposed legal agreement(s) for the project including any proposed software licensing, hosting, professional services, maintenance, and support agreements. The proposed legal agreement(s) may serve as the basis for contract negotiations or the City may elect to use its own agreement as the basis.

**Additional Information**

- Include any additional information the City should consider such as identifying if there are solution user groups and/or user conferences available to the City staff, ongoing training opportunities provided, or how the proposer incorporates client feedback into the software roadmap

**5. Submittal Requirements**

The deadline for RFP responses is April 3rd, 2026 – no later than 3:30 CST. Submit one, electronic file (.pdf file preferred) via email to: kpittman@brokenarrowok.gov. Indicate in the subject line "RFP 26.141 Submittal – Vendor Name."

Submittals not received on or before the specified deadline stated above will not be accepted (no exceptions). Proposals submitted in response to this RFP shall be valid for 60 days from the submittal due date. The City of Broken Arrow reserves the right to request follow-up information or clarification from vendors in consideration. Vendor is responsible for ensuring delivery by the date and time included.

The City of Broken Arrow reserves the right to reject any or all submittals, to compare the relative merits of the respective responses, and to choose a vendor, which will best serve the interests of the City of Broken Arrow.

Each response to this RFP shall be made at the sole cost and expense of each proposing vendor and with the express understanding that no claims against the City of Broken Arrow for reimbursement will be accepted.

**6. Evaluation Criteria**

Responses to this RFP will help the City of Broken Arrow identify the most qualified vendor and will be indicative of the level of the firm's commitment. The City of Broken Arrow will evaluate the qualifications, references, overall fit with City of Broken Arrow, as well as take into consideration the proposed scope and pricing submitted to determine the most qualified web vendor. Other factors which may contribute to the selection process include but are not limited to:

- Project approach and understanding of the City of Broken Arrow's objectives and requirements
- Supplier's implementation methodology and success
- Feedback from customer references
- Overall ability to meet the City of Broken Arrow's requirements (software functionality, usability, performance, flexibility, and technology)
- Cost and support quality for ongoing software maintenance and support
- Demonstrated ability to work in a cooperative and collaborative manner with clients

At the completion of the proposal review, top ranking proposers may be asked to provide a presentation and demonstration of their product. The information provided in the presentation will be used, in addition to the information provided by the vendor in the proposal.

The City of Broken Arrow reserves the right to exercise the following rights and options with respect to the proposal submission, evaluation, and selection process under this RFP:

- Waive any informalities, defects, or irregularities not material to the proposal
- Reject any proposal not addressing the requirements of the RFP or incomplete as non-compliant

**7. Selection Process**

The selection process will involve the following phases:

Phase 1: A City of Broken Arrow selection committee will evaluate vendor submittals. The initial review will determine conformance to submission requirements and whether responses meet minimum criteria established. Review will include the vendor's acceptance of RFP terms and completeness of submissions.

Phase 2: If deemed necessary by the City of Broken Arrow's selection committee, interviews may be held for a short list of qualified vendors.

Phase 3: Review team will check references provided.

Phase 4: The City of Broken Arrow will select the successful vendor to begin negotiations.

**8. Contract Negotiation & Insurance**

It is the intent of the City of Broken Arrow that after the successful vendor has been selected, the City of Broken Arrow and the selected vendor will enter into contract negotiations containing all terms and conditions of the proposed service. Any acceptance of a proposal is contingent upon the execution of a written contract and the City of Broken Arrow shall not be contractually bound to any bidder prior to the execution of such written contractual agreement.

Before signing a contract with the successful vendor, the City of Broken Arrow requires satisfactory proof that the vendor has adequate insurance coverage for the work to be performed under the contract. Adequate insurance shall include General Liability Insurance, with a combined single limit of $1,000,000 for each occurrence and $3,000,000 in the aggregate;

**9. Proposal Submission Certification**

By submitting a proposal, vendor certifies that the appropriate parties have carefully examined all the documents for the project, carefully and thoroughly reviewed this RFP, and understands the nature and scope of the work to be done and the terms and conditions thereof.

**QUESTIONS**

Inquiries regarding this RFP shall be directed to Kimber Pittman, Senior IT Project Manager at kpittman@brokenarrowok.gov.

**GENERAL TERMS AND CONDITIONS**

- **CONTRACT PROVISIONS**: It is mutually agreed by and between The City of Broken Arrow and the Vendor that the City of Broken Arrow's acceptance of the Vendor's proposal, and the resulting final contract contain by reference all specifications, terms, and conditions in this RFP except as may be formally detailed and amended in the final contract. Any exceptions taken by Vendor not formally included in the final contract will not be a part of the contract. Therefore, in the event of a conflict between the terms and conditions of this RFP and information submitted by the vendor, the terms, and conditions of this RFP and the resulting agreement/contract will govern.
- **APPLICABLE LAWS AND COURTS**: This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Oklahoma. The contractor shall comply with applicable federal, state, and local laws and regulations.
- **ASSIGNMENT OF CONTRACT**: A contract shall not be assigned or subcontracted by the contractor in part of whole without the written consent of The City of Broken Arrow.
- **CHANGES TO THE CONTRACT**: The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as part of their written agreement to modify the scope of the contract.
- **ERRORS OR OMISSIONS**: The proposing vendor shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors or omissions occur in the specifications, the vendor shall promptly notify the contact person listed. Inconsistencies in the specifications are to be reported before proposals are submitted.
- **TAX EXEMPTION**: The City of Broken Arrow is exempt from the payment of sales/use taxes. The price submitted must be net, exclusive of sales use taxes. When under established trade practice, any federal excise tax is included in the list price; Vendor may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by The City.

The following terms should be included in the proposed contract:

**Irrevocable Offer.** Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless and until City's Mayor executes this Agreement accepting Seller's Offer. No City officer, employee or agent except the Mayor and City Council has the authority to award contracts or legally obligate the City to any contract. Any Goods and/or Services Seller provides to City before this Agreement is executed by City shall be at Seller's risk, and City shall have no obligation to pay for any such Goods and/or Services provided before this Agreement is executed by City.

**Documents Comprising the Agreement.** This Purchase Agreement includes the entire RFP (i.e., the entire request for proposal, which includes but is not limited to the Affidavits, Instructions, Terms and Conditions, Specifications, and any addenda or amendments and Seller's Offer, and such are incorporated herein as if set forth at length herein. In the event of conflicting or ambiguous language, the parties shall be governed first according to RFP, and second according to the proposal/lease/maintenance agreement.

**Warranties.** Seller expressly warrants that all Goods and/or Services covered in the Agreement will conform to the specifications attached and incorporated herein, and further warrants that the same shall be of good materials and workmanship and free from defects for either a minimum of one year from the date of acceptance or installation by City, whichever is later, or for such period beyond one year as the Seller may provide in its Offer. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.

**Data Security and Breach Notification.** Seller shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all data provided by the City of Broken Arrow, including protection against unauthorized access, use, disclosure, alteration, or destruction.

In the event of a known or suspected security incident or data breach involving City data, including but not limited to unauthorized access, disclosure, use, loss, or corruption of data, Seller shall notify the City of Broken Arrow within 48 hours of discovering the incident.

Notification must be made to the City's designated contact(s) and must include, at a minimum:

- A description of the nature of the breach or incident
- The type(s) of data involved
- The date and time the breach was discovered
- The duration and scope of the incident, if known
- A summary of corrective actions taken or planned

Seller shall cooperate fully with the City, law enforcement, and any applicable regulatory authorities in the investigation and remediation of the incident, including providing access to relevant records and systems upon request.
Seller shall bear all reasonable costs associated with (i) the investigation and resolution of the breach, (ii) notification to affected individuals or agencies if required by law, and (iii) any mitigation services, such as credit monitoring, required by law or reasonably requested by the City.
Seller shall comply with all applicable federal and state data breach notification laws, including but not limited to the Security Breach Notification Act (24 O.S. §§ 161–166), and any other laws governing breach of personally identifiable information (PII) or protected data.

**Warranty Remedies.** City shall notify Seller if any of the Goods and/or Services fails to meet the warranties set forth above, and Seller shall promptly correct, repair or replace the same at Seller's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Seller, Seller shall pay all expenses related to the return of such Goods to Seller.

**No Indemnification by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.

**Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.

**No Insurance by City.** If City is leasing Goods herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any Insurance it deems necessary. City is self- insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).

**No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. § 24.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.

**Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. The vendor is required to retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records begins before the end of the three-year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.

**Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intension of the parties that if any provision is held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
The undersigned individual states that s/he has authority to bind Seller to this Agreement that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement and its incorporated documents and Seller's Offer.

**Seller Liability for Damages.** Seller shall be liable to the City for any and all damages arising out of or related to its performance or failure to perform under this Agreement, including but not limited to direct, indirect, incidental, consequential, special, and punitive damages, as well as damages resulting from loss of data, breach of confidentiality, service interruptions, and failure to meet project timelines or performance standards. This includes damages incurred due to Seller's negligence, breach of contract, breach of warranty, or violation of applicable law. There shall be no limitation on Seller's liability for:

- Breach of confidentiality or data security
- Indemnification obligations
- Gross negligence or willful misconduct
- Damages resulting from third-party claims arising out of Vendor's performance

Any attempt by the Seller to disclaim, exclude, or limit its liability in conflict with this section shall be deemed null and void. The City reserves all legal and equitable remedies available under law or equity.

End of specifications.

# City of Broken Arrow

## Request for Action

**File #:** 26-946, **Version:** 1

**Broken Arrow Municipal Authority**
**Meeting of: 06-15-2026**

**Title:**
Award the most advantageous bid to Green Acre Sod Farms for purchase of Bermuda Sod on an as-needed basis

**Background:**
The Purchasing Division issued Bid 26.159 for Bermuda Sod, a key material in various construction and maintenance projects for the City of Broken Arrow. The bidding process was openly advertised in the Tulsa World newspaper and on the City of Broken Arrow's website to promote transparency and encourage competition. Bid requests were sent to multiple vendors. One responsible bid from Green Acre Sod Farms was publicly opened June 04, 2026.

After a comprehensive evaluation, city staff recommended awarding the contract to Green Acre Sod Farms as the primary supplier. Funding for this purchase will come from multiple sources, as the Bermuda Sod will be utilized across various city projects.

**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:** 26.159-Sod, 26.159-Sod-Green Acre Sod Farms dba Enterprise Sod

**Recommendation:**
Award the most advantageous bid to Green Acre Sod Farms for purchase of Bermuda Sod on an as-needed basis.

# CITY OF BROKEN ARROW

May 11, 2026

Bid Name: Sod
Bid Number: 26.159
QuestCDN Number: 10203004
Bid Opening Date: June 4, 2026, at 10:00 am CST
Published in TulsaWorld: May 13, 2026 and May 20, 2026

## Sod

The City of Broken Arrow is inviting proposals to provide an **Sod** in accordance with the terms and conditions detailed herein. Additional annual terms may be granted at the discretion of the City Council.

To participate in the solicitation and review process, please choose using an online bid or mailing in paper bid. You can submit bids online at QuestCDN.com or mail them (see section 13). All mailed bids must arrive no later than Bid Opening Date: June 4, 2026, at 10:00 am CST.

- To participate in this solicitation online, please register as a Planholder at QuestCDN.com. Refer to Exhibit 3 for detailed instructions.
- All QuestCDN forms are fillable, and email notifications will indicate when results are posted. This digital completion process helps prevent any bidding delays. All questions should be posted and answered through QuestCDN.
- Paper bid forms can be accessed on our website at https://www.brokenarrowok.gov/business/bids-contracts.
- QuestCDN provides a bid countdown to indicate the time remaining before the deadline. Late submissions will not be accepted.
- For technical assistance, please contact QuestCDN at 952-233-1632 or email info@questcdn.com.
- If you would like to be at the bidding in person. Please join us at the Purchasing Department/Bidding at 1700 West Detroit St., Broken Arrow, OK 74012.

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.

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

Questions or additional information requests should be directed to the City of Broken Arrow
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 **Sod** for the City of Broken Arrow according to the terms and conditions set forth in this Bid Number: 26.159 with QuestCDN Number: 10203004.

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:

   7/1/2026 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
   7/1/2030 to 6/30/2031

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, General Services Manager.**

4. **QUESTIONS REGARDING THE BID**: Questions regarding this bid can be submitted electronically through QuestCDN or via email bdampf@brokenarrowok.gov. To submit a question, log in to your QuestCDN account, locate the project using QuestCDN Number: 10203004, and use the Q&A feature associated with the project listing.

   All questions must be submitted within 24 hours prior to the Bid Opening Date, and you 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.

5. **STATEMENT OF NEED:** The contractor shall be capable of providing an **Sod** listed in the contractor's BID response, in accordance with the terms and conditions stated herein.

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

6. **GENERAL PERFORMANCE TASKS**: The contractor shall be responsible for the following minimum general requirements:

   1. Provide Bermuda sod at a price per square foot.

   2. Provide Fescue sod at a price per square foot.

   3. Provide and deliver high-quality sod that meets the specifications outlined in this bid. The sod must be free from weeds, pests, and diseases, and be of uniform quality with healthy grass cover.

   4. **Delivery and Installation Optional:**

      - **Delivery:** Contractor shall have the capability to deliver sod to locations designated by the owner when requested.
      - **Installation:** Contractor shall have the option to install the sod at the designated locations upon request, following proper installation practices.
      - **Pickup**: If requested by the owner, the contractor shall allow for the pickup of sod directly from the contractor's facility during mutually agreed-upon days and times.

   5. Provide delivery tickets, sod quality certifications, or other requested documentation at the time of delivery or installation.

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 LIABILTY:** 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:**

- The City Council shall have the authority to award contracts within the purview of this title.
- Responsive and responsible bidder. The 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.
- 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 are 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 all forms in the spaces provided on the "Terms" and "Signature Sheets". Bids are available for submission via online or by mail. Please select option 1: mail or option 2: online.

**OPTION 1: MAIL**

You can mail bids in a sealed envelope to:

City of Broken Arrow
Attention:
Bidding/Purchasing Secretary
1700 W Detroit St
Broken Arrow, OK 74012




Please make sure the bid name and number are documented in the bottom left corner on the front of the envelope.

**OPTION 2: ONLINE**

You can submit a bid online via QuestCDN. Please go to QuestCDN.com (see Exhibit 3 for detailed instructions).

- Virtual Bids will be opened online at QuestCDN.com at the scheduled bid opening time.
- All attachments are fillable and submitted digitally.
- Attachment A – Price Summary Sheet
- Attachment B – Terms & Conditions
- Attachment C – References
- Attachment D – Interest Affidavit
- Attachment E – Proposal Affidavit
- Expired Notary Stamps will not be accepted
- 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

**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.

**18.3. TYPE OF CONTRACT**

The City of Broken Arrow reserves the right to award multiple vendors. This agreement will be for the purchase and delivery of sod. The awarded vendor will be responsible for supplying and or delivering sod in accordance with the specifications outlined in this solicitation. Pricing shall be based on a per-square-foot basis as detailed in the bid submission.

**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.
- 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.

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

- 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**

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.

**18.18. BID CONFORMITY**

By submitting a response to this solicitation, the bidder attests that the supplies or services conform to specified contact 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
- 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 | Labor Day |
| Martin Luther King Day | Veteran's Day |
| Presidents' Day | Thanksgiving |
| Good Friday | Friday after Thanksgiving |
| Memorial Day | Christmas Eve |
| Independence Day | 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 Number: 10203004 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 that 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

BIDDERS NAME: _____

**ATTACHMENT A - PRICING SUMMARY**

**RATES AND CHARGES**
Note: Pricing is to remain firm while contract is in effect

**Title: Sod**

**Rates & Charges:**

1 Square Ft. Bermuda Sod $_____

1 Square Ft. Fescue Sod $_____

**Optional**
Delivery $_____

Install $_____

List other optional services along with pricing.

_____ $_____

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

_____

**Comments/Notes:**
_____

_____

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

BIDDERS NAME: _____

**ATTACHMENT B - TERMS AND SIGNATURE SHEET**

In compliance with this invitation for Bid Number: 26.159 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: _____

Date: _____

Company Name: _____

Address: _____

_____

City State Zip Code

Email: _____

X_____ Official Title: _____

Please print or type name clearly: _____

Telephone: _____ Fax Number: _____

Federal Tax ID Number: _____

Subscribed and sworn to before me this _____day of _____20____

My Commission Expires: _____ _____

Notary Public (or Clerk or Judge)

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

BIDDERS NAME: _____

**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.

**Contact Name:** _____

Telephone: _____

Contact Name: _____ Title: _____

Address: _____

_____

City State Zip Code

Email Address: _____

**Contact Name:** _____

Telephone: _____

Contact Name: _____ Title: _____

Address: _____

_____

City State Zip Code

Email Address: _____

**Contact 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

BIDDERS NAME: _____

**ATTACHMENT D - INTEREST AFFIDAVIT**
**The following affidavit is to accompany the proposal:**

STATE OF: _____

COUNTY OF: _____

_____, 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.

X_____

Subscribed and sworn to before me this _____ day of _____20____

My Commission Expires: _____ _____
Notary Public (or Clerk or Judge)

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

BIDDERS NAME: _____

**ATTACHMENT E - PROPOSAL AFFIDAVIT**

**The following affidavit is to accompany the proposal:**

STATE OF: _____

COUNTY OF: _____

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

(S)he is the duly authorized agent of _____, 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;

1. (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

2. 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 _____day of_____20_____

My Commission Expires: _____ _____
Notary Public (or Clerk or Judge)

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

BIDDERS NAME: Green Acre Sod Farms Inc dba Enterprise Sod

## ATTACHMENT A - PRICING SUMMARY

### RATES AND CHARGES

Note: Pricing is to remain firm while contract is in effect

**Title: Sod**

**Rates & Charges:**

1 Square Ft. Bermuda Sod $.21

1 Square Ft. Fescue Sod $.32

**Optional**

Delivery $_____

Install $_____

List other optional services along with pricing.

_____ $_____

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

_____

**Comments/Notes:**

_____

_____

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

BIDDERS NAME: Green Acre Sod Farms Inc dba Enterprise Sod

**ATTACHMENT B - TERMS AND SIGNATURE SHEET**

In compliance with this invitation for Bid Number: 26.159 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: Green Acre Sod Farms Inc dba Enterprise Sod

Date: 5/28/26

Company Name: Green Acre Sod Farms Inc dba Enterprise Sod

Address: 12300 S Mingo

Bixby OK 74008

City State Zip Code

Email: nick_smalley_06@yahoo.com

X _____ Official Title: Store Manager

Please print or type name clearly: Nick Smalley

Telephone: 918-369-8400 Fax Number: 918-369-2711

Federal Tax ID Number: 73-1263164

Subscribed and sworn to before me this 28th day of May 26

My Commission Expires: 01/23/2029 _____

Notary Public (or Clerk or Judge)

State of Oklahoma Notary Public Commission #25000848 Jennifer Michael Clark

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

BIDDERS NAME: Green Acre Sod Farms Inc dba Enterprise Sod

**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.

**Contact Name:** City of Bartlesville

Telephone: 918-338-4227

Contact Name: Leslie Becker Title: _____

Address: 401 S Johnstone

Bartlesville OK 74003

City State Zip Code

Email Address: ap@cityofbartlesville.org

**Contact Name:** Rob's Sod Inc

Telephone: 918-970-4125

Contact Name: Bridgette Davis Title: Corp Office Mngr

Address: 11063-D S Memorial Dr, Ste 478

Tulsa OK 74033

City State Zip Code

Email Address: bridgette@landscapeandsod.com

**Contact Name:** Adair Public Schools

Telephone: 918-785-2425

Contact Name: Mark Lippe Title: Superintendent

Address: PO Box 197

Adair OK 74330

City State Zip Code

Email Address: mlippe@adairschools.org

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

BIDDERS NAME: Green Acre Sod Farms Inc dba Enterprise Sod

**ATTACHMENT D - INTEREST AFFIDAVIT**

**The following affidavit is to accompany the proposal:**

STATE OF: Oklahoma

COUNTY OF: Tulsa

Nick Smalley, 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 28th day of May 20 26

My Commission Expires: 01/23/2029 _____

Notary Public (or Clerk or Judge)

State of Oklahoma EXPIRES 01.23.2029 Notary Commission #25000848 Jennifer Michael Clark

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

BIDDERS NAME: Green Acre Sod Farms Inc dba Enterprise Sod

**ATTACHMENT E - PROPOSAL AFFIDAVIT**

**The following affidavit is to accompany the proposal:**

STATE OF: Oklahoma

COUNTY OF: Tulsa

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

(S)he is the duly authorized agent of Enterprise Sod, 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;

1. (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

2. 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 28th day of May 2026

My Commission Expires: 01/23/2029

_____
Notary Public (or Clerk or Judge)

State of Oklahoma
EXPIRES 01.23.2029
Notary
Commission #25006645
Jennifer Michael Clark

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

# City of Broken Arrow

## Request for Action

**File #:** 26-926, **Version:** 1

**Broken Arrow Municipal Authority**
**Meeting of: 06/15/2026**

**Title:**
Award the most advantageous bid to Greenhill Concrete as the primary vendor and award NexLevel Redi Mix as backup vendor for Concrete as needed

**Background:**
The Purchasing Division prepared bid #26.157 for concrete. This item was sent to multiple vendors, advertised in the Tulsa World, and listed on the City of Broken Arrow website. Two (2) responsive bids were opened on June 2, 2026 from NexLevel Redi Mix and Greenhill Concrete.

Staff recommends awarding the primary concrete supply agreement to Greenhill Concrete with Nextlevel Redi-Mix designated as backup supplier, to be utilized as needed.

The funding source will be various funds as this bid is for multiple departments and will be charged accordingly.

**Cost:** $0

**Funding Source:** Various Funds

**Requested By:** Ryan Baze, Maintenance Services Director

**Approved By:** City Manager's Office

**Attachments:** 26.157-Concrete, 26.157-Concrete-Greenhill Concrete, 26.157-Concrete-NexLevel Redi Mix , 26.157-Concrete-Tabulations

**Recommendation:**
Award the most advantageous bid to Greenhill Concrete as the primary vendor and award NexLevel Redi Mix as backup vendor for Concrete as needed

# CITY OF BROKEN ARROW

May 7, 2026

Bid Name: Concrete
Bid Number: 26.157
QuestCDN Number: 10197507
Bid Opening Date: June 2, 2026, at 10:00 am CST
Published in TulsaWorld: May 9, 2026 and May 16, 2026

## 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.

To participate in the solicitation and review process, please choose using an online bid or mailing in paper bid. You can submit bids online at QuestCDN.com or mail them (see section 13). All mailed bids must arrive no later than Bid Opening Date: June 2, 2026, at 10:00 am CST.

- To participate in this solicitation online, please register as a Planholder at QuestCDN.com. Refer to Exhibit 3 for detailed instructions.
- All QuestCDN forms are fillable, and email notifications will indicate when results are posted. This digital completion process helps prevent any bidding delays. All questions should be posted and answered through QuestCDN.
- Paper bid forms can be accessed on our website at https://www.brokenarrowok.gov/business/bids-contracts.
- QuestCDN provides a bid countdown to indicate the time remaining before the deadline. Late submissions will not be accepted.
- For technical assistance, please contact QuestCDN at 952-233-1632 or email info@questcdn.com.
- If you would like to be at the bidding in person. Please join us at the Purchasing Department/Bidding at 1700 West Detroit St., Broken Arrow, OK 74012.

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.

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

Questions or additional information requests should be directed to the City of Broken Arrow
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: 26.157 with QuestCDN Number: 10197507.

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:

   7/1/2026 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
   7/1/2030 to 6/30/2031

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: **Curt Poole, Utility Services Manager.**

4. **QUESTIONS REGARDING THE BID**: Questions regarding this bid can be submitted electronically through QuestCDN or via email bdampf@brokenarrowok.gov. To submit a question, log in to your QuestCDN account, locate the project using QuestCDN Number: 10197507, and use the Q&A feature associated with the project listing.

   All questions must be submitted within 24 hours prior to the Bid Opening Date, and you 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.

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.

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

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.

**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 LIABILTY:** 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:**

- The City Council shall have the authority to award contracts within the purview of this title.
- Responsive and responsible bidder. The 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.
- 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 are 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 all forms in the spaces provided on the "Terms" and "Signature Sheets". Bids are available for submission via online or by mail. Please select option 1: mail or option 2: online.

**OPTION 1: MAIL**

You can mail bids in a sealed envelope to:

City of Broken Arrow
Attention:
Bidding/Purchasing Secretary
1700 W Detroit St
Broken Arrow, OK 74012




Please make sure the bid name and number are documented in the bottom left corner on the front of the envelope.

**OPTION 2: ONLINE**

You can submit a bid online via QuestCDN. Please go to QuestCDN.com (see Exhibit 3 for detailed instructions).

- Virtual Bids will be opened online at QuestCDN.com at the scheduled bid opening time.
- All attachments are fillable and submitted digitally.

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

- Attachment A – Price Summary Sheet
- Attachment B – Terms & Conditions
- Attachment C – References
- Attachment D – Interest Affidavit
- Attachment E – Proposal Affidavit
- Expired Notary Stamps will not be accepted
- 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

**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.

**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.
- 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**

The City may extend the term of this contract up to ninety (90) days if mutually agreed upon by both parties in writing.

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

**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.

**18.18. BID CONFORMITY**

By submitting a response to this solicitation, the bidder attests that the supplies or services conform to specified contact 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
- 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 | Labor Day |
| Martin Luther King Day | Veteran's Day |
| Presidents' Day | Thanksgiving |
| Good Friday | Friday after Thanksgiving |
| Memorial Day | Christmas Eve |
| Independence Day | 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 Number: 10197507 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 that 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

BIDDERS NAME: _____

**ATTACHMENT A - PRICING SUMMARY**

**RATES AND CHARGES**

Note: Pricing is to remain firm while contract is in effect

| Item Description | Unit of Measure | Unit Price |
|---|---|---|
| 2500 PSI Concrete | Cu Yd | $_____ |
| 3000 PSI Concrete | Cu Yd | $_____ |
| 3500 PSI Concrete | Cu Yd | $_____ |
| 4000 PSI Concrete | Cu Yd | $_____ |
| 4” Expansion Joint | Ft. | $_____ |
| 6” Expansion Joint | Ft. | $_____ |
| 1% Calcium | Cu Yd | $_____ |
| 2% Calcium | Cu Yd | $_____ |
| Hot Water | Cu Yd | $_____ |
| High Early | Cu Yd | $_____ |
| Synthetic Fiber Mesh | Cu Yd | $_____ |
| Delivery Charge | Cu Yd | $_____ |

BIDDERS NAME: _____

**ATTACHMENT B - TERMS AND SIGNATURE SHEET**

In compliance with this invitation for Bid Number: 26.157 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: _____

Date: _____

Company Name: _____

Address: _____

_____

City State Zip Code

Email: _____

X_____ Official Title: _____

Please print or type name clearly: _____

Telephone: _____ Fax Number: _____

Federal Tax ID Number: _____

Subscribed and sworn to before me this _____day of _____20____

My Commission Expires: _____ _____

Notary Public (or Clerk or Judge)

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

BIDDERS NAME: _____

**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.

**Contact Name:** _____

Telephone: _____

Contact Name: _____ Title: _____

Address: _____

_____

City State Zip Code

Email Address: _____

**Contact Name:** _____

Telephone: _____

Contact Name: _____ Title: _____

Address: _____

_____

City State Zip Code

Email Address: _____

**Contact 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

BIDDERS NAME: _____

**ATTACHMENT D - INTEREST AFFIDAVIT**
**The following affidavit is to accompany the proposal:**

STATE OF: _____

COUNTY OF: _____

_____, 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.

X_____

Subscribed and sworn to before me this _____ day of _____20____

My Commission Expires: _____ _____
Notary Public (or Clerk or Judge)

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

BIDDERS NAME: _____

**ATTACHMENT E - PROPOSAL AFFIDAVIT**

**The following affidavit is to accompany the proposal:**

STATE OF: _____

COUNTY OF: _____

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

(S)he is the duly authorized agent of _____, 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;

1. (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

2. 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 _____day of_____20_____

My Commission Expires: _____ _____
Notary Public (or Clerk or Judge)

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

BIDDERS NAME: Greenhill Concrete

**ATTACHMENT A - PRICING SUMMARY**

**RATES AND CHARGES**

Note: Pricing is to remain firm while contract is in effect

| Item Description | Unit of Measure | Unit Price |
|---|---|---|
| 2500 PSI Concrete | Cu Yd | $ * 140 |
| 3000 PSI Concrete | Cu Yd | $ 144 |
| 3500 PSI Concrete | Cu Yd | $ 148 |
| 4000 PSI Concrete | Cu Yd | $ 152 |
| 4" Expansion Joint | Ft. | $ 2.00 |
| 6" Expansion Joint | Ft. | $ 3.00 |
| 1% Calcium | Cu Yd | $ 4.25 |
| 2% Calcium | Cu Yd | $ 8.50 |
| Hot Water | Cu Yd | $ 5.00 |
| High Early | Cu Yd | $ 12.00 |
| Synthetic Fiber Mesh | Cu Yd | $ 6.00 |
| Delivery Charge | Cu Yd | $ 100.00 |

**Diesel Fuel Surcharge**

- Below $3.50 per gallon — No Surcharge
- $3.50 - $3.74 per gallon — $5.00 Per Load
- $3.75 - $3.99 per gallon — $10.00 Per Load
- $4.00 - $4.24 per gallon — $15.00 Per Load
- $4.25 - $4.49 per gallon — $20.00 Per Load
- $4.50 - $4.74 per gallon — $25.00 Per Load
- $4.75 - $4.99 per gallon — $30.00 Per Load
- $5.00 - $5.24 per gallon — $35.00 Per Load
- $5.25 - $5.49 per gallon — $40.00 Per Load

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

BIDDERS NAME: Greenhill Concrete

**ATTACHMENT B - TERMS AND SIGNATURE SHEET**

In compliance with this invitation for Bid Number: 26.157 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: James Roy Myers

Date: 05/27/2026

Company Name: Greenhill Concrete

Address: 11640 S. 101st E. Ave

Tulsa (City) OK (State) 74128 (Zip Code)

Email: jr.myers@greenhillconcrete.com

X _____ Official Title: General Manager

Please print or type name clearly: JR Myers

Telephone: (918) 266-6861 Fax Number: _____

Federal Tax ID Number: 73-1133882

Subscribed and sworn to before me this 27th day of May 2026

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

FELICIA WACHOB
Notary Public, State of Oklahoma
Commission # 24013712
My Commission Expires 11-01-2028

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



330

BIDDERS NAME: Greenhill Concrete

**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.

**Contact Name:** Innovative Concrete Solutions

Telephone: (405) 471-6067

Contact Name: Steven Smith Title:

Address: 1617 S. Lowry St.

Oklahoma City OK 73129
City State Zip Code

Email Address: SSmith@ICSOKC.com

**Contact Name:** Sherwood Construction Co.

Telephone: (918) 625-8894

Contact Name: Kevin Petray Title: Estimating Manager

Address: 1640 S. 101st E. Ave

Tulsa OK 74128
City State Zip Code

Email Address: Kevin.petray@sherwood.net

**Contact Name:** Capital Homes Res Grp

Telephone: (918) 274-4200

Contact Name: David Charney Title: Owner

Address: PO Box 1403

Owasso OK 74055
City State Zip Code

Email Address: David.Charney@capitalhomes.com

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

BIDDERS NAME: Greenhill Concrete

**ATTACHMENT D - INTEREST AFFIDAVIT**
**The following affidavit is to accompany the proposal:**

STATE OF: Oklahoma

COUNTY OF: Tulsa

James Roy Myers, 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.

X

Subscribed and sworn to before me this 27th day of May 2026

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

FELICIA WACHOB
Notary Public, State of Oklahoma
Commission # 24013712
My Commission Expires 11-01-2028

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

BIDDERS NAME: Greenhill Concrete

**ATTACHMENT E - PROPOSAL AFFIDAVIT**

**The following affidavit is to accompany the proposal:**

STATE OF: Oklahoma

COUNTY OF: Tulsa

James Roy Myers, of lawful age, being first duly sworn, on oath says:

(S)he is the duly authorized agent of _____, 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;

1. (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

2. 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 27th day of May 20 26

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

FELICIA WACHOB
Notary Public, State of Oklahoma
Commission # 24013712
My Commission Expires 11-01-2028

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

[redacted]

BIDDERS NAME: Nexlevel Redi Mix

**ATTACHMENT A - PRICING SUMMARY**

**RATES AND CHARGES**

Note: Pricing is to remain firm while contract is in effect

| Item Description | Unit of Measure | Unit Price |
|---|---|---|
| 2500 PSI Concrete | Cu Yd | $ 136.00 |
| 3000 PSI Concrete | Cu Yd | $ 140.00 |
| 3500 PSI Concrete | Cu Yd | $ 144.00 |
| 4000 PSI Concrete | Cu Yd | $ 148.00 |
| 4" Expansion Joint | Ft. | $ 2.00 |
| 6" Expansion Joint | Ft. | $ N/A |
| 1% Calcium | Cu Yd | $ 5.00 |
| 2% Calcium | Cu Yd | $ 10.00 |
| Hot Water | Cu Yd | $ 5.00 |
| High Early | Cu Yd | $ 10.00 |
| Synthetic Fiber Mesh | Cu Yd | $ 6.00 |
| Delivery Charge | Cu Yd | $ 120.00 under 3 yards |

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

BIDDERS NAME: NexLevel Redi Mix

**ATTACHMENT B - TERMS AND SIGNATURE SHEET**

In compliance with this invitation for Bid Number: 26.157 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: Timothy J Grzelak

Date: 6-1-2026

Company Name: NexLevel Redi Mix

Address: 10819 S 257th East Ave

Broken Arrow (City) Oklahoma (State) 74014 (Zip Code)

Email: tim C nexlevelredimix.com

X [signature] Official Title: Quality Control Manager

Please print or type name clearly: Timothy Grzelak

Telephone: 918-800-3940 Fax Number:

Federal Tax ID Number: 33-1730744

JULIE REMINGTON
Notary Public
State of Oklahoma
Commission #23006036
My Comm. Expires 5/1/2027

Subscribed and sworn to before me this 1st day of June 2026

My Commission Expires: 5/1/2027 [signature]
Notary Public (or Clerk or Judge)

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

BIDDERS NAME: NexLevel Redi Mix

**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.

**Contact Name:** D-Kerns

Telephone: 918-342-5075

Contact Name: Brady Gullekson Title:

Address: 8955 E 510 Road

Claremore (City) OK (State) 74019 (Zip Code)

Email Address: Brady@dkernsconstruction.com

**Contact Name:** Ellsworth

Telephone: 918-441-8011

Contact Name: Jay Jay Title:

Address: 1209 S Frankfort Ave

Tulsa (City) OK (State) 74120 (Zip Code)

Email Address:

**Contact Name:** Lithko

Telephone: 918-630-0141

Contact Name: Larry Joe Title:

Address: 2740 OK-167

Catoosa (City) OK (State) 74015 (Zip Code)

Email Address:

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

BIDDERS NAME: NexLevel Redi Mix

**ATTACHMENT D - INTEREST AFFIDAVIT**
**The following affidavit is to accompany the proposal:**

STATE OF: Oklahoma

COUNTY OF: Tulsa

Tim Grzelak, 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.

JULIE REMINGTON
Notary Public
State of Oklahoma
Commission #23006036
My Comm. Expires 5/1/2027

X _____

Subscribed and sworn to before me this 1st day of June 2026

My Commission Expires: 5/1/2027 Julie Remington
Notary Public (or Clerk or Judge)

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

BIDDERS NAME: NexLevel Redi Mix

**ATTACHMENT E - PROPOSAL AFFIDAVIT**

**The following affidavit is to accompany the proposal:**

STATE OF: Oklahoma

COUNTY OF: Tulsa

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

(S)he is the duly authorized agent of NexLevel, 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;

1. (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

2. 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 _____

JULIE REMINGTON
Notary Public
State of Oklahoma
Commission #23006036
My Comm. Expires 5/1/2027

Subscribed and sworn to before me this 1st day of June 2026

My Commission Expires: 5/1/2027 Julie Remington
Notary Public (or Clerk or Judge)

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

BROKEN ARROW
Where opportunity lives

## 26.157-Concrete

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.

| Bidders | Unit of Measure | Greenhill Concrete | NexLevel Redi Mix |
|---|---|---|---|
| 2500 PSI Concrete2500 PSI Concrete | Cu Yd | $ 140.00 | $ 136.00 |
| 3000 PSI Concrete | Cu Yd | $ 144.00 | $ 140.00 |
| 3500 PSI Concrete | Cu Yd | $ 148.00 | $ 144.00 |
| 4000 PSI Concrete | Cu Yd | $ 152.00 | $ 148.00 |
| 4” Expansion Joint | Ft. | $ 2.00 | $ 2.00 |
| 6” Expansion Joint | Ft. | $ 3.00 | Not Bidding |
| 1% Calcium | Cu Yd | $ 4.25 | $ 5.00 |
| 2% Calcium | Cu Yd | $ 8.50 | $ 10.00 |
| Hot Water | Cu Yd | $ 5.00 | $ 5.00 |
| High Early | Cu Yd | $ 12.00 | $ 10.00 |
| Synthetic Fiber Mesh | Cu Yd | $ 6.00 | $ 6.00 |
| Delivery Charge | Cu Yd | $ 100.00 | $ 120.00 |
| Surcharges Per Gallon | $3.50-$3.74 | Additional $5.00 per load | $120.00 under 3 yards |
| Surcharges Per Gallon | $3.75-$3.99 | Additional $10.00 per load | |
| Surcharges Per Gallon | $4.00-$4.24 | Additional $15.00 per load | |
| Surcharges Per Gallon | $4.25-$4.49 | Additional $20.00 per load | |
| Surcharges Per Gallon | $4.50-$4.74 | Additional $25.00 per load | |
| Surcharges Per Gallon | $4.75-$4.99 | Additional $30.00 per load | |
| Surcharges Per Gallon | $5.00-$5.24 | Additional $35.00 per load | |
| Surcharges Per Gallon | $5.25-$5.49 | Additional $40.00 per load | |
| **Price Summary - Rates and Charges** | | **$ 584.75** | **$ 590.00** |
| **Notary Public Commission Expires** | | **11/1/2028** | **5/1/2027** |
| | | 1st Lowest | 2nd Lowest |

26.157-Concrete
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.

X

Ryan Baze, General Services Director

Date

# City of Broken Arrow

## Request for Action

**File #:** 26-861, **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. 26.151

**Background:**
The Purchasing Division prepared Bid #26.151 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. A total of eight (8) responsive bids were opened on May 21, 2026. Bidding was extremely competitive with less than a one percent (1%) difference between the three lowest bidders.

City Staff recommends awarding the contract to HHM Facility Management LLC for several reasons; their bid is one of the three lowest, they are currently providing strong customer service for the City of Broken Arrow, and the lack of disruption to services during a lengthy transition saves internal labor and expenses.

**Cost:** $228,084.90

**Funding Source:** Various department operational funds

**Requested By:** Ryan Baze, Maintenance Services Director

**Approved By:** City Manager's Office

**Attachments:** 26.151-Custodial Services PDF, 26.151-Custodial Services-Addendum 1, 26.151-Custodial Services-Addendum 2, Signed 26.151-Custodial_Services-Tabulations

**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# 26.151

**CITY OF BROKEN ARROW**

April 27, 2026

Bid Name: Custodial Services
Bid Number: 26.151
QuestCDN Number: 10181031
**Mandatory Pre-Bid Meeting: May 14, 2026, at 8:30 am CST**
Bid Opening Date: May 21, 2026, at 10:00 am CST
Published in TulsaWorld: April 29, 2026 and May 6, 2026

**Custodial Services**

The City of Broken Arrow is inviting proposals to provide an **Custodial Services** in accordance with the terms and conditions detailed herein. Additional annual terms may be granted at the discretion of the City Council.

To participate in the solicitation and review process, please choose using an online bid or mailing in paper bid. You can submit bids online at QuestCDN.com or mail them (see section 13). All mailed bids must arrive no later than Bid Opening Date: May 21, 2026, at 10:00 am CST.

**There will be a MANADORY PRE-BID MEETING on Thursday, May 14, 2026, at 8:30 a.m.** Directly after the mandatory pre-bid meeting a city representative will be available to tour locations. Please meet us at the Broken Arrow Operations Building, 485 North Poplar Ave, Broken Arrow, OK, 74012 at 8:30 am (CST) in conference room 117-C. Be prepared to transport yourself. The meeting will be followed by site visits. Please be prepared to take your own measurements during the site visits. We do not provide square footage. ATTENDANCE (IN PERSON) AT THE PRE-BID MEETING IS REQUIRED TO SUBMIT A BID.

City of Broken Arrow Purchasing Division, 1700 West Detroit, Broken Arrow OK. 74012 (East Building) on or before 10:00 a.m. CST, **Thursday, May 21, 2026**. The bid will be opened at the Broken Arrow Purchasing Office 1700 West Detroit, Broken Arrow, OK 74012. **Late bids will not be considered**.

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

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 **Custodial Services** for the City of Broken Arrow according to the terms and conditions set forth in this Bid Number: 26.151 with QuestCDN Number: 10181031.

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. **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: **Curt Poole, Utility Services Manager.**

3. **QUESTIONS REGARDING THE BID**: Questions regarding this bid can be submitted electronically through QuestCDN or via email bdampf@brokenarrowok.gov. To submit a question, log in to your QuestCDN account, locate the project using QuestCDN Number: 10181031, and use the Q&A feature associated with the project listing.

   All questions must be submitted within 24 hours prior to the Bid Opening Date, and you 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.

4. **STATEMENT OF NEED:** The contractor shall be capable of providing an **Custodial Services** listed in the contractor's BID response, in accordance with the terms and conditions stated herein.

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

5. **GENERAL PERFORMANCE TASKS**: The contractor shall be responsible for the following minimum general requirements:
   - **5.1.** Furnish all labor, equipment, cleaning supplies and incidentals to provide the specified custodial services as outlined in the required service section for the following facilities and to include paper/consumable goods. All facilities are in Broken Arrow, Oklahoma.
   - **5.2. Must supply all consumables that match city dispensers & equipment.**
   - **5.3.** A bi-weekly supervisor inspection from the selected vendor to be performed at each location to ensure requirements are being met. Must provide a report to Jeff Ocker and Rob Holt after each visit via by email to jocker@brokenarrowok.gov and jholt@brokenarrowok.gov
   - **5.4.** If an employee has separated from your employment, vendor must turn in City Issued Badge and City issued items.
   - **5.5.** Custodial Services shall not be billed or provided for on the City holidays listed in Exhibit 1.
   - **5.6.** The prices offered in response to this RFP on Attachment A are to remain constant throughout the contract period and eligible renewal periods.
   - **5.7.** Resolve all order and invoice discrepancies (e.g., shortages, breakages, etc.) within ten (10) working days from notification.
   - **5.8.** Vendors must provide all services requested to the facilities in Exhibit 2
   - **5.9.** Value added services must be listed in Attachment A.

---

**BACKGROUND REQUIREMENTS**

**Screening**—designed to ensure that all contractor personnel working in city buildings have undergone appropriate background verification and follow-up clearance:

**Scope of Work – Background Checks and Staff Clearance Requirements**

**Purpose:** To ensure the safety and security of City facilities, staff, and the public, the City requires that all contractor personnel assigned to work in municipal buildings undergo comprehensive background checks and are properly cleared prior to the start of service.

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**Requirements:**

**1. Background Checks**

The selected contractor shall conduct criminal background checks for **all employees, subcontractors, or agents** who will enter or work in City facilities. Checks must include, at a minimum:

- **National Criminal Database Search**
- **Sex Offender Registry Search**
- **Social Security Number Verification**
- **Employment Eligibility Verification (E-Verify)**
- **Local and State Criminal Court Search (covering all counties of residence for the past 7 years)**

Optional/Recommended:

- **Drug screening** (if required by City policy or specific facility)
- **Driving Record Check** (if personnel will operate vehicles on-site)

**2. Disqualifying Offenses**

Individuals with any of the following findings may not be assigned to City properties:

- Convictions for violent crimes, sexual offenses, or crimes involving minors
- Felony convictions within the past seven (7) years
- Any conviction for theft, burglary, or property-related crimes within the past five (5) years
- Active warrants or unresolved legal matters
- Inclusion on any national sex offender registry
  The City reserves the right to review results and approve or reject individual personnel at its sole discretion.

**3. Documentation and Records**

- Contractor must maintain secure documentation of all background check results
- A **clearance confirmation list** (names and roles of all cleared staff) must be submitted to the City prior to the start of work
- Contractor must notify the City immediately of any changes in staffing or any new personnel entering City facilities

**4. Identification and Access Control**

- All contractor staff must wear **visible ID badges** while on City property
- Staff must sign in and out of the facility when required by site rules
- Unauthorized personnel shall not be allowed to enter or remain in any building

**5. Ongoing Monitoring**

- Background checks shall be updated **annually** or more frequently if required by contract terms
- The City reserves the right to request re-verification of any individual's background at any time during the contract period

**6. Contractor Responsibilities**

- Ensure all staff assigned to the project are background-checked and meet all clearance criteria
- Submit required documentation and updates in a timely manner
- Ensure that only cleared individuals enter the facilities
- Cooperate fully with any City security inquiries or audits related to staffing

**7. Deliverables**

- Initial list of background-cleared personnel (prior to work starting)
- Signed verification that each employee meets the City's clearance criteria
- Ongoing updates for new hires or staffing changes
- Annual confirmation of continued compliance

**SCOPE OF WORK – CARPET SHAMPOOING AND DEEP CLEANING SERVICES**

Service Requirements:

**1. Pre-Cleaning Preparation**

- Remove or assist in the movement of light furniture and obstructions
- Inspect carpet condition and identify high-traffic or heavily soiled areas
- Perform thorough vacuuming of all areas prior to shampooing

**2. Spot Treatment**

- Apply appropriate stain removal products to pre-identified stains
- Agitate and allow proper dwell time per manufacturer's recommendations
- Remove chewing gum, ink, coffee, and other common spot contaminants

**3. Carpet Shampooing / Hot Water Extraction**

- Use commercial-grade carpet cleaning equipment
- Apply industry-standard carpet shampoo or low-moisture detergent
- Perform cleaning using a grid or cross-hatch pattern to ensure full coverage
- Extract all moisture and cleaning solution thoroughly to reduce drying time and prevent odor/mildew

**4. Drying and Air Circulation**

- Use air movers or fans in areas with poor ventilation or slow drying
- Ensure HVAC system is set to circulate air during and after cleaning
- Provide plastic furniture pads if furniture is replaced before full drying

**5. Contractor Responsibilities**

- Provide all labor, tools, equipment, and cleaning products
- Post "Wet Floor" or "Cleaning in Progress" signage
- Coordinate scheduling to avoid disruption of city operations
- Notify city staff of any visible carpet damage or areas requiring repair

**8. INSURANCE:**

**8.1.** 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

**8.2.** 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.

**9. 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.

**10. CITY LIABILTY:** Nothing in these specifications or any future agreement, which may be formulated, will bind the City of Broken Arrow for payment of any fees:

**11. 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.

**12. AUTHORITY IN CITY COUNCIL:**

- The City Council shall have the authority to award contracts within the purview of this title.
- Responsive and responsible bidder. The 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.
- 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 are attached to the bid.
- The ultimate cost to Broken Arrow Citizens.

**13. 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.

**14. PROPOSAL SUBMISSION REQUIREMENTS:**

Bidders are required to sign all forms in the spaces provided on the "Terms" and "Signature Sheets". Bids are available for submission via online or by mail. Please select option 1: mail or option 2: online.

**OPTION 1: MAIL**

You can mail bids in a sealed envelope to:

City of Broken Arrow
Attention: Bidding
1700 W Detroit St
Broken Arrow, OK 74012




Please make sure the bid name and number are documented in the bottom left corner on the front of the envelope.

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

**OPTION 2: ONLINE**

You can submit a bid online via QuestCDN. Please go to QuestCDN.com (see Exhibit 3 for detailed instructions).

- Virtual Bids will be opened online at QuestCDN.com at the scheduled bid opening time.
- All attachments are fillable and submitted digitally.
- Attachment A – Price Summary Sheet
- Attachment B – Terms & Conditions
- Attachment C – References
- Attachment D – Interest Affidavit
- Attachment E – Proposal Affidavit
- Expired Notary Stamps will not be accepted
- 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

**15. 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.

**16. 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.

**17. 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.

**18. 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.

## 19. TERMS AND CONDITIONS

### 19.1. DEFINITIONS

- ITB means Invitation to Bid
- Solicitation means an Invitation to Bid
- City means the City of Broken Arrow

### 19.2. 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.

### 19.3. TYPE OF CONTRACT

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 appearance of the facilities covered under this agreement.

### 19.4. 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."

### 19.5. 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.

**19.6. 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.

**19.7. 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.
- 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.

**19.8. 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.

**19.9. 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.

**19.10. 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.

**19.11. 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.

**19.12. EXTENSION OF CONTRACT**

The City may extend the term of this contract up to ninety (90) days if mutually agreed upon by both parties in writing.

**19.13. 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.

**19.14. 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.

**19.15. 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.

**19.16. 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.

**19.17. 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.

**19.18. BID CONFORMITY**

By submitting a response to this solicitation, the bidder attests that the supplies or services conform to specified contact requirements.

**19.19. 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.

**19.20. 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.

**19.21. 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.

**19.22. 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
- 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.

**19.23. 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 - FACILITIES & CLEANING SCHEDULE:**

| Facility | Cleaning days | Location |
|---|---|---|
| City Hall - Annex | Mon/Tues/Wed/Thu/Fri | 201 South First St |
| City Hall | Mon/Tues/Wed/Thu/Fri | 220 South First St |
| Operations | Mon/Tues/Wed/Thu/Fri | 485 N Popular Ave |
| Nienhuis Community Center | Mon/Tues/Wed/Thu/Fri | 3201 North 9th |
| Central Park Community Center | Mon/Tues/Wed/Thu/Fri | 1500 South Main |
| Nature Center | Mon/Wed/Fri | 7101 South 3rd Street |
| Animal Shelter | Mon/Tues/Wed/Thu/Fri | 4121 East Omaha |
| Training Center 1 | Mon/Tues/Wed/Thu/Fri | 4205 East Omaha |
| Training Center 2 | Mon/Tues/Wed/Thu/Fri | 4205 East Omaha |
| Justice Center | Mon/Tues/Wed/Thu/Fri | 2304 South 1st Place |
| Field Operations Admin Bldg. | Mon/Tues/Wed/Thu/Fri | 2302 South 1st Place |
| Sign Shop | Tues/Thu | 8000 South Elm |
| PSC (Police & Fire) | Mon/Tues/Wed/Thu/Fri | 1101 North 6th Street |
| Field Services Front Bldg. | Mon/Tues/Wed/Thu/Fri | 2302 South 1st Place |
| Field Services Back Bldg. | Mon/Tues/Wed/Thu/Fri | 2302 South 1st Place |

**EXHIBIT 2 - REQUIRED TASKS AND FREQUENCY SCHEDULE:**

**DAILY SERVICES:**

- Empty Waste Receptacles and wash as needed.
- Empty all Recycling containers including but not limited to offices and copy machine areas into large blue recycle bins.
- Remove all litter, cans, papers, and other containers marked TRASH.
- Waste Receptacle liners must be replaced with new liners.
- Clean & Dust workstations (use consideration for items, do not disturb workstation paperwork & items)
- Clean exterior of refrigerators, microwave ovens, coffee makers, etc.
- Wipe and clean chairs including legs.
- Clean light switches and spot clean walls for fingerprints & smudges.
- Clean all door handles, frames, and kick plates.
- Replace chairs and waste baskets in proper place after cleaning.
- All waste material shall be removed and loaded into dumpsters, as provided by City, for disposal.

- Wet mop hard surface floors of entire building with a general-purpose product to ensure clean areas.
- Ensure corners & behind doors are cleaned and vacuumed.
- Vacuum all carpeted areas; including offices, under desks, hallways, conference rooms, ETC. Including all hard-to-reach areas such as under counters, under desks, under furniture and all nooks and crannies.
- Spot clean all heavy traffic areas such as hallways, offices, lobby, etc. of entire building to remove daily stains and apply anti-static spray, if required.
- Wipe / Dust Vending machines.
- Dust all applicable surfaces throughout all facilities, using a treated duster.
- Dusting shall be accomplished by the removal of soil from the area, not by moving it from one surface to another.
- Recycle receptacle materials shall not be mixed with the waste receptacle materials
- Clean all sinks, mirrors, and faucets daily.
- Clean Restrooms every day. Clean toilets in and out and check toilet paper and paper towels.

**SCOPE OF WORK – DAILY BATHROOM CLEANING SERVICE REQUIREMENTS:**

**1. Preparation**

- Put on appropriate PPE (gloves, eye protection if needed)
- Display "Wet Floor" or "Cleaning in Progress" signs
- Ventilate the restroom if possible

**2. Toilets & Urinals**

- Flush to check for clogs or issues
- Apply disinfectant cleaner to the bowl interior, including under the rim
- Scrub with a toilet brush; let disinfectant dwell per product instructions
- Clean and disinfect:
  - Seat (top and bottom)
  - Flush handle/button
  - Exterior surfaces (tank, base, etc.)
  - Wall area behind/around toilet or urinal
- Wipe dry with clean cloth

**3. Sinks & Countertops**

- Remove debris or hair from drain area
- Clean and disinfect:
  - Faucet handles and spouts
  - Sink basin
  - Backsplash
  - Countertop
- Polish stainless steel or chrome fixtures

**4. Mirrors**

- Spray with glass cleaner or vinegar solution

- Wipe streak-free using microfiber cloth

**5. Restocking Supplies**

- Toilet paper
- Paper towels
- Hand soap (liquid or foam)
- Feminine hygiene products (if provided)
- Air fresheners or deodorizers (optional)

**6. Trash & Sanitary Receptacles**

- Empty all trash bins and sanitary napkin disposal units
- Replace liners
- Wipe and disinfect bins inside and out if visibly soiled

**7. Floors**

- Sweep thoroughly to remove debris, paper, etc.
- Mop using disinfectant cleaner
    - Pay extra attention around toilet bases and urinals
    - Change mop water regularly between rooms if cleaning multiple restrooms

**8. Doors & High-Touch Surfaces**

- Disinfect:
    - Door handles (inside and out)
    - Light switches
    - Stall door latches
    - Dispensers (soap, paper towel, hand dryer)
    - Baby changing stations (if present)

**9. Final Checks**

- Ensure everything is restocked and dry
- Remove warning signs once floors are dry
- Note any maintenance issues (leaks, broken dispensers, etc.)

**DAILY CLEANING FOR ENTRACES TO BUILDINGS:**

- Entrances shall be cleaned and policed for the removal of dirt.
- All glass entrances to be cleaned inside and outside.
- Walk-off/entrance mats spot cleaned to remove daily stains.
- Main lobby doors and glass cleaned and polished.
- Main lobby floor tile broom swept and scrubbed.

**WEEKLY SERVICES:**

- Clean all glass partitions and ledges.
- Clean all windowsills.
- Wipe and clean top of shelves and file cabinets
- Wash all partition glass.

- Dust all areas - entire facility- to remove dust and cobwebs.
- Vacuum all fabric office furniture.

**MONTHLY SERVICES: (REQUIRED TO BE COMPLETED IN THE FIRST TEN DAYS OF THE MONTH)**

- Clean all heating and air conditioner supply and return vents (Ceiling, wall, floor, window units, etc.)
- Clean all interior window glass within reach (entire facility)
- Clean file cabinets- totally.
- Spray buff floors in all areas of building to remove black marks or scuff marks and restore luster of wax, leaving an even wet, look floor finish.

**EXHIBIT 3**

**CITY HOLIDAYS**

| | |
|---|---|
| New Year's Day | Labor Day |
| Martin Luther King Day | Veteran's Day |
| Presidents' Day | Thanksgiving |
| Good Friday | Friday after Thanksgiving |
| Memorial Day | Christmas Eve |
| Independence Day | Christmas Day |

**EXHIBIT 4**

**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:**

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

| | |
|---|---|
| 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 5 – QUESTCDN.com Instructions for Online Bidding**

**Go to https://www.questcdn.com/quest/register/**

**There are no fees to register.**

**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 Number: 10181031 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.

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

- 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 that 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.

**BIDDERS NAME:**_____

**ATTACHMENT A - PRICING SUMMARY**

**RATES AND CHARGES**

Note: Pricing is to remain firm while contract is in effect

**Title: Custodial Services**

**Rates & Charges:**

| Line Item | Facility Name | Address | Monthly Cost | Annual Cost |
|---|---|---|---|---|
| 1 | City Hall – Annex | 201 South First St | $_____ | $_____ |
| 2 | City Hall | 220 South First St | $_____ | $_____ |
| 3 | Operations | 485 N Poplar Ave | $_____ | $_____ |
| 4 | Neinhuis Community Center | 3201 North 9th | $_____ | $_____ |
| 5 | Central Park Community Center | 1500 South Main | $_____ | $_____ |
| 6 | Nature Center | 7101 South 3rd Street | $_____ | $_____ |
| 7 | Animal Shelter | 4121 East Omaha | $_____ | $_____ |
| 8 | Training Center 1 | 4205 East Omaha | $_____ | $_____ |
| 9 | Training Center 2 | 4205 East Omaha | $_____ | $_____ |
| 10 | Justice Center | 2304 South 1st Place | $_____ | $_____ |
| 11 | Field Operations Admin Bldg. | 2302 South 1st Place | $_____ | $_____ |
| 12 | Sign Shop | 8000 South Elm | $_____ | $_____ |
| 13 | PSC (Police & Fire) | 1101 North 6th Street | $_____ | $_____ |
| 14 | Field Services Front Bldg. | 2302 South 1st Place | $_____ | $_____ |
| 15 | Field Services Back Bldg. | 2302 South 1st Place | $_____ | $_____ |

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

**Custodial Services** $_____

**Additional buildings if added:**

**Price per 1,000 sq ft** $_____

**Alternative Monthly Cost for Five Days A Week Cleaning:**

**Nature Center** $_____

**Sign Shop** $_____

1. List other optional services along with pricing.

_____ $_____

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

_____

**Comments/Notes:**

_____

_____

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

**BIDDERS NAME:**_____

**ATTACHMENT B - TERMS AND SIGNATURE SHEET**

In compliance with this invitation for Bid Number: 26.151and 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:_____

Date: _____

Company Name: _____

Address: _____

_____

City State Zip Code

Email: _____

X_____ Official Title: _____

Please print or type name clearly: _____

Telephone: _____ Fax Number: _____

Federal Tax ID Number: _____

Subscribed and sworn to before me this _____day of _____20____

My Commission Expires: _____ _____

Notary Public (or Clerk or Judge)

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

**BIDDERS NAME:**_____

**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.

**Contact Name:** _____

Telephone: _____

Contact Name: _____ Title: _____

Address: _____

_____

City State Zip Code

Email Address: _____

**Contact Name:** _____

Telephone: _____

Contact Name: _____ Title: _____

Address:_____

_____

City State Zip Code

Email Address: _____

**Contact Name:** _____

Telephone: _____

Contact Name: _____ Title: _____

Address: _____

_____

City State Zip Code

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

Email Address: _____

**BIDDERS NAME:**_____

**ATTACHMENT D - INTEREST AFFIDAVIT**

**The following affidavit is to accompany the proposal:**

STATE OF: _____

COUNTY OF: _____

_____, 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.

X_____

Subscribed and sworn to before me this _____day of _____20____

My Commission Expires: _____ _____

Notary Public (or Clerk or Judge)

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

**BIDDERS NAME:**_____

**ATTACHMENT E - PROPOSAL AFFIDAVIT**

**The following affidavit is to accompany the proposal:**

STATE OF: _____

COUNTY OF: _____

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

1. (S)he is the duly authorized agent of _, 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 _____day of_____20_____

My Commission Expires: _____ _____

Notary Public (or Clerk or Judge)

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

BROKEN ARROW
Where opportunity lives

**NOTICE TO BIDDERS**

**Bid #26.151-Custodial Services – Addendum 1**

## Addendum to Scope of Work

## Cleaning Showers

- Clean, scrub, and wipe down all showers
- Locations: PSC, Training Two, Field Ops, Sign Shop, & Justice Center
- Additional showers may be added during the contract

**NOTICE TO BIDDERS**

**Bid #26.151-Custodial Services – Addendum 2**

Notice is hereby given Addendum 2 for Bid #26.151-Custodial Services.

We will extend the bid opening to Thursday, May 28th at 10:00 am.

**Microsoft Teams meeting**

**Join:**
https://teams.microsoft.com/meet/298019480497518?p=rfPG7Uq3ngy1EYUP0J

Meeting ID: 298 019 480 497 518

Passcode: fQ9QP6e5

---

Need help? | System reference

**Dial in by phone**

+1 580-686-0940,,556179051# United States, Konawa

Find a local number

Phone conference ID: 556 179 051#

For organizers: Meeting options | Reset dial-in PIN

BROKEN ARROW
*Where opportunity lives*

| Bid 26.151-Custodial Services | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 appearance of the facilities covered under this agreement. | | | | | | | | | | | | | | | | | | | |
| Bidders | Clempire, LLC | | Final Touch Commercial Cleaning Co. | | HHM Facility Management, LLC | | Immaculate Carpet Cleaning and Restoration Services, Inc. | | Jani-King of Tulsa, Inc. | | Sourceone Management Services, Inc. | | Squeaky Clean 918 Janitorial Services, LLC | | UniCare Building Maintenance, Inc. | |
| Pricing Summary | Monthly | Annual | Monthly | Annual | Monthly | Annual | Monthly | Annual | Monthly | Annual | Monthly | Annual | Monthly | Annual | Monthly | Annual |
| City Hall – Annex | $ 448 | $ 5,376 | $ 1,300 | $ 15,600 | $ 338.45 | $ 4,061.40 | $ 11,704 | $ 140,448 | $ 883.07 | $ 10,596.84 | $ 499.00 | $ 5,988.00 | $ 600.00 | $ 7,200.00 | see below | see below |
| City Hall | $ 1,790 | $ 21,480 | $ 1,300 | $ 15,600 | $ 2,901.00 | $ 34,812.00 | $ 4,800 | $ 57,600 | $ 3,311.52 | $ 39,738.24 | $ 1,435.00 | $ 17,220.00 | $ 3,500.00 | $ 42,000.00 | see below | see below |
| Operations | $ 1,733 | $ 20,796 | $ 1,770 | $ 21,240 | $ 1,450.50 | $ 17,406.00 | $ 2,600 | $ 31,200 | $ 3,311.52 | $ 39,738.24 | $ 1,395.00 | $ 16,740.00 | $ 3,250.00 | $ 39,000.00 | see below | see below |
| Neinhuis Community Center | $ 1,389 | $ 16,668 | $ 1,300 | $ 15,600 | $ 1,208.75 | $ 14,505.00 | $ 2,400 | $ 28,800 | $ 1,986.91 | $ 23,842.92 | $ 1,200.00 | $ 14,400.00 | $ 1,100.00 | $ 13,200.00 | see below | see below |
| Central Park Community Center | $ 1,203 | $ 14,436 | $ 1,300 | $ 15,600 | $ 1,353.80 | $ 16,245.60 | $ 2,400 | $ 28,800 | $ 662.30 | $ 7,947.60 | $ 1,600.00 | $ 19,200.00 | $ 700.00 | $ 8,400.00 | see below | see below |
| Nature Center | $ 534 | $ 6,408 | $ 900 | $ 10,800 | $ 300.00 | $ 3,600.00 | $ 1,440 | $ 17,280 | $ 662.30 | $ 7,947.60 | $ 440.00 | $ 5,280.00 | $ 650.00 | $ 7,800.00 | see below | see below |
| Animal Shelter | $ 339 | $ 4,068 | $ 1,235 | $ 14,820 | $ 967.00 | $ 11,604.00 | $ 2,400 | $ 28,800 | $ 684.38 | $ 8,212.56 | $ 2,315.00 | $ 27,780.00 | $ 900.00 | $ 10,800.00 | see below | see below |
| Training Center 1 | $ 846 | $ 10,152 | $ 985 | $ 11,820 | $ 928.32 | $ 11,139.84 | $ 2,400 | $ 28,800 | $ 772.69 | $ 9,272.28 | $ 590.00 | $ 7,080.00 | $ 1,100.00 | $ 13,200.00 | see below | see below |
| Training Center 2 | $ 508 | $ 6,096 | $ 985 | $ 11,820 | $ 541.52 | $ 6,498.24 | $ 2,400 | $ 28,800 | $ 264.92 | $ 3,179.04 | $ 580.00 | $ 6,960.00 | $ 900.00 | $ 10,800.00 | see below | see below |
| Justice Center | $ 1,065 | $ 12,780 | $ 1,670 | $ 20,040 | $ 1,547.20 | $ 18,566.40 | $ 2,400 | $ 28,800 | $ 2,428.45 | $ 29,141.40 | $ 1,195.00 | $ 14,340.00 | $ 2,000.00 | $ 24,000.00 | see below | see below |
| Field Operations Admin Bldg. | $ 2,005 | $ 24,060 | $ 2,100 | $ 25,200 | $ 1,740.60 | $ 20,887.20 | $ 2,400 | $ 28,800 | $ 3,753.06 | $ 45,036.72 | $ 1,465.00 | $ 17,580.00 | $ - | $ - | see below | see below |
| Sign Shop | $ 409 | $ 4,908 | $ 625 | $ 7,500 | $ 343.29 | $ 4,119.42 | $ 960 | $ 11,520 | $ 441.54 | $ 5,298.48 | $ 295.00 | $ 3,540.00 | $ 450.00 | $ 5,400.00 | see below | see below |
| PSC (Police & Fire) | $ 5,585 | $ 67,020 | $ 2,200 | $ 26,400 | $ 4,786.65 | $ 57,439.80 | $ 10,000 | $ 120,000 | $ 5,519.21 | $ 66,230.52 | $ 3,995.00 | $ 47,940.00 | $ 4,250.00 | $ 51,000.00 | see below | see below |
| Field Services Front Bldg. | $ 300 | $ 3,600 | $ 1,250 | $ 15,000 | $ 300.00 | $ 3,600.00 | $ 9,600 | $ 115,200 | $ 1,466.49 | $ 17,597.88 | $ 600.00 | $ 7,200.00 | $ 850.00 | $ 10,200.00 | see below | see below |
| Field Services Back Bldg. | $ 300 | $ 3,600 | $ 1,250 | $ 15,000 | $ 300.00 | $ 3,600.00 | $ 9,600 | $ 115,200 | $ 741.20 | $ 8,894.40 | $ 700.00 | $ 8,400.00 | $ 850.00 | $ 10,200.00 | see below | see below |
| Additional Buildings If Added: Price per 1,000 sq ft | $120 | | $800 | | $0.097 | | $100 | | $220.77 | | $0.07 | | $0.28 | | $0.059 | |
| Nature Center | $767 | | $1,235 | | $386.80 | | $2,400 | | $1,103.84 | | $595 | | $850 | | $450 | |
| Sign Shop | $590 | | $800 | | $343.29 | | $2,400 | | $1,103.84 | | $489 | | $650 | | $840 | |
| List other optional services along with pricing | Day Porter $26/hr | | Carpet Cleaning | | Exterior Window Service | | Carpet Cleaning | | N/A | | N/A | | Stripping/Waxing & Shampooing | | Carpet Shampoo | |
| List any value-added services and/or volume discount information | SW over 5000 sqft at $.40/sqft, Day Porter | | Locally owned & operated; No subcontractors | | Fully Integrated Facility Management Services | | Upholstery, Carpet, Floor Repair and Cleaning | | Strip/Wax Floors and Carpet Extraction | | N/A | | Annual (Contract says $253,800 (their math is wrong) | | Extra Qtr Cleaning 10% discounted from the original invoice | |
| | Monthly | Annual | Monthly | Annual | Monthly | Annual | Monthly | Annual | Monthly | Annual | Monthly | Annual | Monthly | Annual | Monthly | Annual |
| **Price Summary - Rates and Charges for Custodial Services** | **$ 18,454.00** | **$ 221,448.00** | **$ 20,170.00** | **$ 242,040.00** | **$ 19,007.08** | **$ 228,084.90** | **$ 67,504.00** | **$ 810,048.00** | **$ 26,889.56** | **$ 322,674.72** | **$ 18,304.00** | **$ 219,648.00** | **$ 21,100.00** | **$ 253,200.00** | **$ 19,574.50** | **$ 234,894.00** |
| Notary Public Commission Expires | 9/2/2028 | | 2/17/2028 | | 8/7/2028 | | 6/2/2029 | | 6/4/2027 | | 1/30/2027 | | 9/26/2026 | | 10/19/2029 | |
| | 2nd Lowest | | | | 3rd Lowest | | | | | | 1st Lowest | | | | | |

Bid 26.151-Custodial Services
This was advertised on the City Website as well as the Tulsa World.
Bid was sent out to (13) Vendors with (7) Vendors responding.
This bid tabulation is true and accurate to the best of my knowledge.

X Ryan Baze

Ryan Baze, General Services Director

Date: 6/4/2026

# City of Broken Arrow

## Request for Action

**File #:** 26-930, **Version:** 1

**Broken Arrow Municipal Authority**
**Meeting of: 06-15-2026**

**Title:**
Award the most advantageous bid to Termax Pest Control for Pest Control Services for the various City owned facilities

**Background:**
The City of Broken Arrow, through its Maintenance Services department, initiated a process to secure Pest Control Services for 39 city-owned facilities. To ensure a competitive selection process, the Purchasing Department issued Request for Proposal (RFP) 26.158, which was distributed to multiple pest control companies. This RFP outlined the City's requirements for comprehensive pest control services, with a focus on quality, reliability, and cost-effectiveness and was opened June 02, 2026.

In response to the RFP, the City of Broken Arrow received four (4) responsive proposals from individual vendors. Each proposal was carefully reviewed and evaluated based on various criteria, including service offerings, pricing, experience, and the ability to meet the City's specific needs. After a thorough evaluation process, it was determined that Termax Pest Control submitted the most advantageous bid. Termax's proposal not only met the City's specifications but also provided the best overall value, making it the preferred choice for the City's pest control needs.

The contract resulting from this RFP includes options for renewal, allowing the City to extend the agreement with Termax Pest Control in future years. These renewals are contingent upon the satisfactory performance of Termax and will require approval from the Governing Body. By selecting Termax Pest Control, the City of Broken Arrow is committed to ensuring that its facilities remain pest-free, safe, and well-maintained for all employees and visitors.

**Cost:** $11,580

**Funding Source:** Varies operational accounts in BAMA

**Requested By:** Ryan Baze, Director of Maintenance Services

**Approved By:** City Manager’s Office

**Attachments:** 26.158-Pest Control, Signed-26.158-Pest_Control-Tabulations, 26.158-Pest Control-TermMax Pest Control

**Recommendation:**
Award of the most advantageous bid to Termax Pest Control for Pest Control Services for the various City owned facilities

# CITY OF BROKEN ARROW

May 8, 2026

Bid Name: Pest Control
Bid Number: 26.158
QuestCDN Number: 10199584
Bid Opening Date: June 2, 2026, at 2:00 pm CST
Published in TulsaWorld: May 12, 2026 and May 19, 2026

## Pest Control

The City of Broken Arrow is inviting proposals to provide an **Pest Control** in accordance with the terms and conditions detailed herein. Additional annual terms may be granted at the discretion of the City Council.

To participate in the solicitation and review process, please choose using an online bid or mailing in paper bid. You can submit bids online at QuestCDN.com or mail them (see section 13). All mailed bids must arrive no later than Bid Opening Date: June 2, 2026, at 2:00 pm CST.

- To participate in this solicitation online, please register as a Planholder at QuestCDN.com. Refer to Exhibit 3 for detailed instructions.
- All QuestCDN forms are fillable, and email notifications will indicate when results are posted. This digital completion process helps prevent any bidding delays. All questions should be posted and answered through QuestCDN.
- Paper bid forms can be accessed on our website at https://www.brokenarrowok.gov/business/bids-contracts.
- QuestCDN provides a bid countdown to indicate the time remaining before the deadline. Late submissions will not be accepted.
- For technical assistance, please contact QuestCDN at 952-233-1632 or email info@questcdn.com.
- If you would like to be at the bidding in person. Please join us at the Purchasing Department/Bidding at 1700 West Detroit St., Broken Arrow, OK 74012.

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.

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

Questions or additional information requests should be directed to the City of Broken Arrow
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 **Pest Control** for the City of Broken Arrow according to the terms and conditions set forth in this Bid Number: 26.158 with QuestCDN Number: 10199584.

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:

   7/1/2026 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
   7/1/2030 to 6/30/2031

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: **Rob Holt, Building Maintenance Service Coordinator.**

4. **QUESTIONS REGARDING THE BID**: Questions regarding this bid can be submitted electronically through QuestCDN or via email bdampf@brokenarrowok.gov. To submit a question, log in to your QuestCDN account, locate the project using QuestCDN Number: 10199584, and use the Q&A feature associated with the project listing.

   All questions must be submitted within 24 hours prior to the Bid Opening Date, and you 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.

5. **STATEMENT OF NEED:** The contractor shall be capable of providing an **Pest Control** listed in the contractor's BID response, in accordance with the terms and conditions stated herein.

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

6. **GENERAL PERFORMANCE TASKS**: The contractor shall be responsible for the following minimum general requirements:

- Vendors must propose a monthly pest control program including but not limited to roaches, ants, spiders, crickets, fleas, rodents and other crawling pests, etc.
- Must furnish all transportation, equipment, labor, pesticides and other material necessary to perform services set forth in this RFP.
- All chemicals and pesticides used must be registered with the state and meet federal and environmental protection agency standards governing the health and safety of humans and animals.
- Vendor must supply Material Safety Data Sheet (MSDS) on pesticides and chemicals to be used in areas where city personnel is working under this RFP.
- Vendor must use odorless chemicals in City Staff work areas.
- Prices quoted shall include call back service should it be necessary for troublesome or spontaneous outbreaks of pests.
- Vendor must respond to calls of complaints within twenty-four (24) hours after receiving notification.

**6.1 REQUIREMENTS:**

- Vendor must have a valid commercial applicator's license issued by the Oklahoma State Board of Agriculture for the category of pesticide application set forth in this proposal.
- Vendor must furnish a copy of the current applicator license.
- Vendor must maintain a business phone and email address where a person can be reached when problems occur.
- Vendor shall provide a schedule of all work to be performed under this agreement before the agreement can take effect.
- Vendor must utilize this schedule as work is being performed. This schedule must be signed and dated at each facility by city personnel indicating the work was performed.

**6.2 Invoice/Payments:**

- Invoices must contain the following information:
    - Invoice Number and Date of Service
    - Unit Price of products by location
    - Total Price of Invoice
    - Copy of signed service schedule for each location serviced.

# Exhibit 1

| **City Facility List** | |
|---|---|
| Camino Villa Clubhouse | 2810 E Madison |
| Central Park Community Center | 1500 S Main St |
| City Hall | 220 S 1st St |
| City Hall Annex (HR) | 201 S 1st St |
| Fire Station #1 | 120 W Kenosha |
| Fire Station #2 | 2300 W Norfolk Dr |
| Fire Station #3 | 5420 S 23rd St |
| Fire Station #4 | 6201 E Kenosha |
| Fire Station #5 | 3301 W Houston |
| Fire Station #6 | 315 N 9th St |
| Fire Station #7 | 201 E Washington St |
| Fire Station Old #3 / Sign Shop | 8000 S Elm Pl |
| Fire Station Old #7 / Communications | 2900 S Elm |
| ISSC Maintenance Building | 8900 S Aspen Ave |
| Park Grove Cemetery | 1000 W Houston |
| Ray Harral Nature Center | 7101 S 3rd St |
| Water Reclamation Treatment Plant - Admin Bldg. | 13874 S 177th E Ave |
| Water Reclamation Treatment Plant - BELT Bldg. | 13874 S 177th E Ave |
| Water Reclamation Treatment Plant - Blower BLDG | 13874 S 177th E Ave |
| Water Reclamation Treatment Plant - CENT BLD | 13874 S 177th E Ave |
| Water Reclamation Treatment Plant - CHLO BLD | 13874 S 177th E Ave |
| Water Reclamation Treatment Plant - Electric Bldg. | 13874 S 177th E Ave |
| Water Reclamation Treatment Plant - GRIT BLD | 13874 S 177th E Ave |
| Water Reclamation Treatment Plant - HEADWORK | 13874 S 177th E Ave |
| Water Reclamation Treatment Plant - RET SLUD | 13874 S 177th E Ave |
| Water Treatment Plant - Admin Building | 6670 S 361st St |
| Water Treatment Plant - Old Admin Building | 6670 S 361st St |
| Water Treatment Plant - High Service (Pump Room) | 6670 S 361st St |
| Water Treatment Plant - Raw Water | 6670 S 361st St |
| Water Treatment Plant - Pretreatment Area | 6670 S 361st St |
| Water Treatment Plant - Pretreatment MCC Building | 6670 S 361st St |
| Animal Shelter | 4121 E Omaha St |
| Events Park Office | 21101 E 101st St |
| FLEET Maintenance | 1700 W Detroit St |
| General Service Building - Operations | 485 N Popular |
| Justice Center | 2304 S 1st Pl |
| Nienhuis Maintenance Building | 3201 N 9th St |

| | |
|---|---|
| Nienhuis Park Community Center | 3201 N 9th St |
| Physical Resources Building | 1821 W Detroit St |
| Public Safety Complex | 1106 N 6th St |
| Stark Building | 1700 W Detroit St |
| Street & Stormwater | 2302 S 1st Pl |
| Training Phase 1 | 4205 E Omaha St |
| Training Phase 2 | 4205 E Omaha St |
| Training Phase 3 | 4205 E Omaha St |
| Training Shooting Tower by Phase 3 | 4205 E Omaha St |
| Field Operations | 2300 S First Place |
| PSC EMS Bldg | 1106 N 6th St |

***Additional locations may be added throughout the term of the bid. The awarded vendor shall provide pricing for any additional locations on a per square foot basis. ***

**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 LIABILTY:** 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:**

- The City Council shall have the authority to award contracts within the purview of this title.
- Responsive and responsible bidder. The 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.
- 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 are 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 all forms in the spaces provided on the "Terms" and "Signature Sheets". Bids are available for submission via online or by mail. Please select option 1: mail or option 2: online.

**OPTION 1: MAIL**
You can mail bids in a sealed envelope to:

City of Broken Arrow
Attention:
Bidding/Purchasing Secretary
1700 W Detroit St
Broken Arrow, OK 74012

ABC Company
123 E Broadway
Tulsa, OK 74133

City of Broken Arrow
Bidding/Purchasing Secretary
1700 W Detroit St
Broken Arrow, OK 74012

Bid Number
Bid Name

Please make sure the bid name and number are documented in the bottom left corner on the front of the envelope.

**OPTION 2: ONLINE**
You can submit a bid online via QuestCDN. Please go to QuestCDN.com (see Exhibit 3 for detailed instructions).

- Virtual Bids will be opened online at QuestCDN.com at the scheduled bid opening time.
- All attachments are fillable and submitted digitally.
- Attachment A – Price Summary Sheet
- Attachment B – Terms & Conditions
- Attachment C – References
- Attachment D – Interest Affidavit
- Attachment E – Proposal Affidavit
- Expired Notary Stamps will not be accepted
- 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

**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.

### 18.3. TYPE OF CONTRACT

This is a firm fixed price contract for immediate delivery and definite quantities for the supplies/services specified. Should this contract be for indefinite quantities it will be so stated in the contract.

### 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.
- 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.

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

**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**

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.

**18.18. BID CONFORMITY**

By submitting a response to this solicitation, the bidder attests that the supplies or services conform to specified contact 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
- 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 | Labor Day |
| Martin Luther King Day | Veteran's Day |
| Presidents' Day | Thanksgiving |
| Good Friday | Friday after Thanksgiving |
| Memorial Day | Christmas Eve |
| Independence Day | 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 Number: 10199584 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 that 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.

BIDDERS NAME: _____

**ATTACHMENT A - PRICING SUMMARY**

**RATES AND CHARGES**
Note: Pricing is to remain firm while contract is in effect

**Monthly Cost**

| | |
|---|---|
| Camino Villa Clubhouse | $ _____ |
| Central Park Community Center | $ _____ |
| City Hall | $ _____ |
| City Hall Annex (HR) | $ _____ |
| Fire Station #1 | $ _____ |
| Fire Station #2 | $ _____ |
| Fire Station#3 | $ _____ |
| Fire Station#4 | $ _____ |
| Fire Station#5 | $ _____ |
| Fire Station#6 | $ _____ |
| Fire Station#7 | $ _____ |
| Fire Station#6 | $ _____ |
| Fire Station Old #3 / Sign Shop | $ _____ |
| Fire Station Old #7 / Communications | $ _____ |
| ISSC Maintenance Building | $ _____ |
| Park Grove Cemetery | $ _____ |
| Ray Harral Nature Center | $ _____ |
| Water Reclamation Treatment Plant - Admin Bldg. | $ _____ |
| Water Reclamation Treatment Plant - BELT Bldg. | $ _____ |
| Water Reclamation Treatment Plant - Blower BLDG | $ _____ |
| Water Reclamation Treatment Plant - CENT BLD | $ _____ |
| Water Reclamation Treatment Plant - CHLO BLD | $ _____ |

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

| | |
|---|---|
| Water Reclamation Treatment Plant - Electric Bldg. | $ _____ |
| Water Reclamation Treatment Plant - GRIT BLD | $ _____ |
| Water Reclamation Treatment Plant - HEADWORK | $ _____ |
| Water Reclamation Treatment Plant - RET SLUD | $ _____ |
| Water Treatment Plant - Admin Building | $ _____ |
| Water Treatment Plant - Old Admin Building | $ _____ |
| Water Treatment Plant - High Service (Pump Room) | $ _____ |
| Water Treatment Plant - Raw Water | $ _____ |
| Water Treatment Plant - Pretreatment Area | $ _____ |
| Water Treatment Plant - Pretreatment MCC Building | $ _____ |
| Animal Shelter | $ _____ |
| Events Park Office | $ _____ |
| FLEET Maintenance | $ _____ |
| General Service Building – Operations | $ _____ |
| Justice Center | $ _____ |
| Nienhuis Maintenance Building | $ _____ |
| Nienhuis Park Community Center | $ _____ |
| Physical Resources Building | $ _____ |
| Public Safety Complex | $ _____ |
| Stark Building | $ _____ |
| Street & Stormwater | $ _____ |
| Training Phase 1 | $ _____ |
| Training Phase 2 | $ _____ |
| Training Phase 3 | $ _____ |
| Field Operations | $ _____ |
| PSC EMS Building | $ _____ |
| | |
| Additional Locations Per Square Foot | $ _____ |

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

BIDDERS NAME: _____

**ATTACHMENT B - TERMS AND SIGNATURE SHEET**

In compliance with this invitation for Bid Number: 26.158 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: _____

Date: _____

Company Name: _____

Address: _____

_____

City State Zip Code

Email: _____

X_____ Official Title: _____

Please print or type name clearly: _____

Telephone: _____ Fax Number: _____

Federal Tax ID Number: _____

Subscribed and sworn to before me this _____day of _____20____

My Commission Expires: _____ _____

Notary Public (or Clerk or Judge)

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

BIDDERS NAME: _____

**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.

**Contact Name:** _____

Telephone: _____

Contact Name: _____ Title: _____

Address: _____

_____

City State Zip Code

Email Address: _____

**Contact Name:** _____

Telephone: _____

Contact Name: _____ Title: _____

Address: _____

_____

City State Zip Code

Email Address: _____

**Contact 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

BIDDERS NAME: _____

**ATTACHMENT D - INTEREST AFFIDAVIT**
**The following affidavit is to accompany the proposal:**

STATE OF: _____

COUNTY OF: _____

_____, 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.

X_____

Subscribed and sworn to before me this _____ day of _____20____

My Commission Expires: _____ _____
Notary Public (or Clerk or Judge)

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

BIDDERS NAME: _____

**ATTACHMENT E - PROPOSAL AFFIDAVIT**

**The following affidavit is to accompany the proposal:**

STATE OF: _____

COUNTY OF: _____

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

(S)he is the duly authorized agent of _____, 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;

1. (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

2. 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 _____day of_____20_____

My Commission Expires: _____ _____
Notary Public (or Clerk or Judge)

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

BROKEN ARROW
Where opportunity lives

## 26.158-Pest Control

This is a firm fixed price contract for immediate delivery and definite quantities for the supplies/services specified. Should this contract be for indefinite quantities it will be so stated in the contract.

| Locations | All Seasons Pest Control, Inc. | Allstate Termite & Pest Solutions | Dandi Guaranty Pest Solutions | Erwin's Afforable Pest Control, Inc. | TermMax Pest Control |
|---|---|---|---|---|---|
| | Monthly Price | Monthly Price | Monthly Price | Monthly Price | Monthly Price |
| Camino Villa Clubhouse | $ 145.00 | $ 15.00 | $ 55.00 | $ 35.00 | $ 14.00 |
| Central Park Community Center | $ 225.00 | $ 20.00 | $ 80.00 | $ 35.00 | $ 19.00 |
| City Hall | $ 325.00 | $ 40.00 | $ 150.00 | $ 35.00 | $ 39.00 |
| City Hall Annex (HR) | $ 175.00 | $ 20.00 | $ 50.00 | $ 35.00 | $ 19.00 |
| Fire Station #1 | $ 195.00 | $ 15.00 | $ 65.00 | $ 35.00 | $ 19.00 |
| Fire Station #2 | $ 195.00 | $ 15.00 | $ 65.00 | $ 35.00 | $ 24.00 |
| Fire Station #3 | $ 195.00 | $ 15.00 | $ 65.00 | $ 35.00 | $ 19.00 |
| Fire Station #4 | $ 195.00 | $ 15.00 | $ 65.00 | $ 35.00 | $ 24.00 |
| Fire Station #5 | $ 195.00 | $ 15.00 | $ 65.00 | $ 35.00 | $ 19.00 |
| Fire Station #6 | $ 195.00 | $ 25.00 | $ 65.00 | $ 35.00 | $ 24.00 |
| Fire Station #7 | $ 195.00 | $ 25.00 | $ 65.00 | $ 35.00 | $ 24.00 |
| Fire Station Old #3 / Sign Shop | $ 145.00 | $ 15.00 | $ 65.00 | $ 35.00 | $ 24.00 |
| Fire Station Old #7 / Communications | $ 145.00 | $ 15.00 | $ 65.00 | $ 35.00 | $ 14.00 |
| ISSC Maintenance Building | $ 225.00 | $ 18.00 | $ 65.00 | $ 35.00 | $ 19.00 |
| Park Grove Cemetery | $ 125.00 | $ 20.00 | $ 65.00 | $ 35.00 | $ 19.00 |
| Ray Harral Nature Center | $ 195.00 | $ 20.00 | $ 65.00 | $ 35.00 | $ 19.00 |
| Water Reclamation Treatment Plant - Admin Bldg. | $ 250.00 | $ 30.00 | $ 60.00 | $ 35.00 | $ 29.00 |
| Water Reclamation Treatment Plant - BELT Bldg. | $ 150.00 | $ 30.00 | $ 30.00 | $ 35.00 | $ 29.00 |
| Water Reclamation Treatment Plant - Blower BLDG | $ 150.00 | $ 25.00 | $ 30.00 | $ 35.00 | $ 24.00 |
| Water Reclamation Treatment Plant - CENT BLD | $ 150.00 | $ 25.00 | $ 30.00 | $ 35.00 | $ 24.00 |
| Water Reclamation Treatment Plant - CHLO BLD | $ 150.00 | $ 25.00 | $ 30.00 | $ 35.00 | $ 24.00 |
| Water Reclamation Treatment Plant - Electric Bldg. | $ 150.00 | $ 25.00 | $ 30.00 | $ 35.00 | $ 24.00 |
| Water Reclamation Treatment Plant - GRIT BLD | $ 150.00 | $ 25.00 | $ 30.00 | $ 35.00 | $ 24.00 |
| Water Reclamation Treatment Plant - HEADWORK | $ 150.00 | $ 25.00 | $ 30.00 | $ 35.00 | $ 24.00 |
| Water Reclamation Treatment Plant - RET SLUD | $ 150.00 | $ 20.00 | $ 30.00 | $ 35.00 | $ 19.00 |
| Water Treatment Plant - Admin Building | $ 250.00 | $ 15.00 | $ 60.00 | $ 35.00 | $ 1.00 |
| Water Treatment Plant - Old Admin Building | $ 175.00 | $ 15.00 | $ 60.00 | $ 35.00 | $ 1.00 |
| Water Treatment Plant - High Service (Pump Room) | $ 145.00 | $ 15.00 | $ 30.00 | $ 35.00 | $ 1.00 |
| Water Treatment Plant - Raw Water | $ 145.00 | $ 15.00 | $ 30.00 | $ 35.00 | $ 1.00 |
| Water Treatment Plant - Pretreatment Area | $ 145.00 | $ 15.00 | $ 30.00 | $ 35.00 | $ 1.00 |
| Water Treatment Plant - Pretreatment MCC Building | $ 145.00 | $ 15.00 | $ 30.00 | $ 35.00 | $ 1.00 |
| Animal Shelter | $ 850.00 | $ 25.00 | $ 75.00 | $ 35.00 | $ 24.00 |
| Events Park Office | $ 145.00 | $ 25.00 | $ 65.00 | $ 35.00 | $ 24.00 |
| FLEET Maintenance | $ 550.00 | $ 20.00 | $ 150.00 | $ 35.00 | $ 19.00 |
| General Service Building – Operations | $ 350.00 | $ 30.00 | $ 85.00 | $ 35.00 | $ 29.00 |
| Justice Center | $ 650.00 | $ 30.00 | $ 100.00 | $ 35.00 | $ 29.00 |
| Nienhuis Maintenance Building | $ 225.00 | $ 22.00 | $ 50.00 | $ 35.00 | $ 24.00 |
| Nienhuis Park Community Center | $ 195.00 | $ 25.00 | $ 75.00 | $ 35.00 | $ 24.00 |
| Physical Resources Building | $ 325.00 | $ 20.00 | $ 75.00 | $ 35.00 | $ 19.00 |
| Public Safety Complex | $ 425.00 | $ 30.00 | $ 125.00 | $ 35.00 | $ 29.00 |
| Stark Building | $ 250.00 | $ 20.00 | $ 125.00 | $ 35.00 | $ 19.00 |
| Street & Stormwater | $ 225.00 | $ 30.00 | $ 100.00 | $ 35.00 | $ 29.00 |
| Training Phase 1 | $ 145.00 | $ 30.00 | $ 50.00 | $ 35.00 | $ 29.00 |
| Training Phase 2 | $ 145.00 | $ 30.00 | $ 50.00 | $ 35.00 | $ 29.00 |
| Training Phase 3 | $ 145.00 | $ 30.00 | $ 50.00 | $ 35.00 | $ 29.00 |
| Field Operations | $ 225.00 | $ 30.00 | $ 75.00 | $ 35.00 | $ 29.00 |
| PSC EMS Building | $ 195.00 | $ 30.00 | $ 80.00 | $ 35.00 | $ 14.00 |
| Additional Locations Per Square Foot | $ 0.12 | $ 1,055.00 | $ 0.08 | $ 0.35 | $ 0.0125 |
| **Price Summary - Rates and Charges** | **$ 10,570.12** | **$ 2,110.00** | **$ 2,985.08** | **$ 1,645.35** | **$ 965.01** |
| **Notary Public Commission Expires** | **3/16/2028** | **8/17/2027** | **8/2/2027** | **7/24/2027** | **9/26/2029** |
| | | 3rd Lowest | | 2nd Lowest | 1st Lowest |

26.158-Pest Control
This was advertised on the City Website as well as the Tulsa World.
Bid was sent out to (7) Vendors with (5) Vendors responding.
This bid tabulation is true and accurate to the best of my knowledge.

X Ryan Baze
Ryan Baze, General Services Director

6/10/2026
Date

BIDDERS NAME: TermMax Pest Control

## ATTACHMENT A - PRICING SUMMARY

### RATES AND CHARGES

Note: Pricing is to remain firm while contract is in effect

**Monthly Cost**

| | |
|---|---|
| Camino Villa Clubhouse | $ 14.00 |
| Central Park Community Center | $ 19.00 |
| City Hall | $ 39.00 |
| City Hall Annex (HR) | $ 19.00 |
| Fire Station #1 | $ 19.00 |
| Fire Station #2 | $ 24.00 |
| Fire Station#3 | $ 19.00 |
| Fire Station#4 | $ 24.00 |
| Fire Station#5 | $ 19.00 |
| Fire Station#6 | $ 24.00 |
| Fire Station#7 | $ 24.00 |
| Fire Station#6 | $ 24.00 |
| Fire Station Old #3 / Sign Shop | $ 24.00 |
| Fire Station Old #7 / Communications | $ 14.00 |
| ISSC Maintenance Building | $ 19.00 |
| Park Grove Cemetery | $ 19.00 |
| Ray Harral Nature Center | $ 19.00 |
| Water Reclamation Treatment Plant - Admin Bldg. | $ 29.00 |
| Water Reclamation Treatment Plant - BELT Bldg. | $ 29.00 |
| Water Reclamation Treatment Plant - Blower BLDG | $ 24.00 |
| Water Reclamation Treatment Plant - CENT BLD | $ 24.00 |
| Water Reclamation Treatment Plant - CHLO BLD | $ 24.00 |

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

| | |
|---|---|
| Water Reclamation Treatment Plant - Electric Bldg. | $ 24.00 |
| Water Reclamation Treatment Plant - GRIT BLD | $ 24.00 |
| Water Reclamation Treatment Plant - HEADWORK | $ 24.00 |
| Water Reclamation Treatment Plant - RET SLUD | $ 19.00 |
| Water Treatment Plant - Admin Building | $ 1.00 |
| Water Treatment Plant - Old Admin Building | $ 1.00 |
| Water Treatment Plant - High Service (Pump Room) | $ 1.00 |
| Water Treatment Plant - Raw Water | $ 1.00 |
| Water Treatment Plant - Pretreatment Area | $ 1.00 |
| Water Treatment Plant - Pretreatment MCC Building | $ 1.00 |
| Animal Shelter | $ 24.00 |
| Events Park Office | $ 24.00 |
| FLEET Maintenance | $ 19.00 |
| General Service Building – Operations | $ 29.00 |
| Justice Center | $ 29.00 |
| Nienhuis Maintenance Building | $ 24.00 |
| Nienhuis Park Community Center | $ 24.00 |
| Physical Resources Building | $ 19.00 |
| Public Safety Complex | $ 29.00 |
| Stark Building | $ 19.00 |
| Street & Stormwater | $ 29.00 |
| Training Phase 1 | $ 29.00 |
| Training Phase 2 | $ 29.00 |
| Training Phase 3 | $ 29.00 |
| Field Operations | $ 29.00 |
| PSC EMS Building | $ 14.00 |
| Additional Locations Per Square Foot | $ 0.0125 |

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

BIDDERS NAME: TermMax Pest Control

## 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.

**Contact Name:** Oklahoma Military Department

Telephone: (572) 247-5261

Contact Name: Lisa Waldrop Title: Contracting & Procurement Officer

Address: 3515 Military Circle

Oklahoma City (City) OK (State) 73111 (Zip Code)

Email Address: Lisa.L.Waldrop.nfg@army.mil

**Contact Name:** Town of Prue

Telephone: 918-242-3613

Contact Name: Virginia Title:

Address: 44 South Main Street

Prue (City) OK (State) 74060 (Zip Code)

Email Address: clerk@townofprue.com

**Contact Name:** Daniels & Daniels Construction

Telephone: 918-809-8740

Contact Name: Charlie Daniels Title: Owner

Address: 3056 N Aspen Ave

Broken Arrow (City) OK (State) 74012 (Zip Code)

Email Address:

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

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/27/2026

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

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

| PRODUCER | CONTACT NAME: Scott Rose |
|---|---|
| FBC Home Insurance Services, LLC<br>PO BOX 2073<br>Orlando FL 32802 | PHONE (A/C, No, Ext): (888) 308-1841 FAX (A/C, No):<br>E-MAIL ADDRESS: SERVICE@FBCHOMEINSURANCE.COM |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : AMERICAN MERCURY INS CO | 16810 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED: TERMMAX PEST CONTROL, 2401 S Maple Ave, Broken Arrow OK 74012-6897

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | GENERAL AGGREGATE | $ |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS | | | BA350000008782 | 03/08/2026 | 03/08/2027 | BODILY INJURY (Per accident) | $ |
| | ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED ☐ RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | ☐ PER STATUTE ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A | | | | | | E.L. EACH ACCIDENT | $ |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

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

(Proof of Coverage)

**CERTIFICATE HOLDER**

Termmax Pest Control
2401 S Maple Ave
Broken Arrow OK 74012

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE
Jeremy M. Whaley- Agent

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ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/05/2026

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

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

| | |
|---|---|
| **PRODUCER**<br>Automatic Data Processing Insurance Agency, Inc.<br><br>1 Adp Boulevard<br>Roseland NJ 07068 | **CONTACT NAME:** Automatic Data Processing Insurance Agency, Inc.<br>**PHONE (A/C, No, Ext):** 1-800-524-7024 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** |
| **INSURED** Termmax Pest Control LLC<br><br>2401 S Maple Ave<br><br>Broken Arrow OK 74012 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** Wesco Insurance Company — 25011<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 5031293 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | ☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☐ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | | | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>☐ | $<br>$<br>$<br>$<br>$<br>$<br>$ |
| | ☐ AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY<br>☐ | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>☐ | $<br>$<br>$<br>$<br>$ |
| | ☐ UMBRELLA LIAB ☐ OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br>☐ | $<br>$<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | N | WWC3842310 | 03/21/2026 | 03/21/2027 | ☒ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| | | | | | | | | |

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

**CERTIFICATE HOLDER**

TermMax Pest Control
PO Box 914

Broken Arrow OK 74013

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

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TERMPES-02 ANDRAROHITH

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/19/2026

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

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

PRODUCER
NFP Property & Casualty Services, Inc.
7910 Lehigh Crossing
Victor, NY 14564

CONTACT NAME: Jeff Kline
PHONE (A/C, No, Ext): (585) 460-8913 FAX (A/C, No):
E-MAIL ADDRESS: Jeff.Kline@nfp.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Markel Insurance Company | 38970 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Termmax Pest Control LLC
2401 S Maple Ave
Broken Arrow, OK 74012

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | PCG5935-07 | 9/21/2025 | 9/21/2026 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

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

**CERTIFICATE HOLDER**

For Proof of Insurance Purposes only

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE




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PLEASE REMOVE LICENSE SHOWN BELOW AND DISPLAY IN A PUBLIC PLACE. THIS IS YOUR RECEIPT FOR PAYMENT AND LICENSE TO PERFORM THE TYPE OF WORK SHOWN IN THE STATE OF OKLAHOMA.

THIS LICENSE WILL EXPIRE ON THE DATE SHOWN.

Pesticide Application Categories Are As Follows:

| | |
|---|---|
| 1a: Agricultural Plant | 8: Public Health |
| 1b: Agricultural Animal | 9: Regulatory |
| 2. Forestry | 10: Demonstration & Research |
| 3a: Ornamental & Turf Outdoor | 11a: Bird & Vertebrate Animal |
| 3b: Interiorscape | 11b: Predatory Animal |
| 3c: Nursery/Greenhouse | 12a: Pressure Facility Timber Treating |
| 4: Seed Treatment | 12b: Ground Line Utility Pole Timber Treating |
| 5: Aquatic | 13: Antimicrobial |
| 6: Right-of-Way | 14a: Sewer Root |
| 7a: General Pest | 14b: Cooling Tower |
| 7b: Structural Pest | 14c: Specialty |
| 7c: Fumigation | A: Aerial |

**OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD & FORESTRY**
**P.O. BOX 528804 OKLAHOMA CITY OK 73152-8804 (405) 521-3864.**

LICENSE TYPE: Commercial
LICENSE NUMBER: 9151

PESTICIDE APPLICATOR'S LICENSE
UNDER AND SUBJECT TO THE PROVISIONS OF THE OKLAHOMA AGRICULTURAL CODE,
PESTICIDE APPLICATOR'S LICENSE VALID IN THE CATEGORIES INDICATED BELOW

11A; 7B; 3A; 7A;

ISSUED TO:
TERMMAX PEST CONTROL LLC
2401 S MAPLE AVE
BROKEN ARROW OK 74012

RECEIPT: 675407347
DATE OF ISSUE: 11/18/2025
EXPIRATION DATE: 12/31/2026

UNLESS CANCELLED OR SUSPENDED FOR VIOLATION OF LAW AND REGULATIONS

2026

AGN0176013

OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, & FORESTRY
P.O. BOX 528804
OKLAHOMA CITY OK 73152-8804

LICENSE ENCLOSED

TERMMAX PEST CONTROL LLC
2401 S MAPLE AVE
BROKEN ARROW OK 74012

***PLEASE READ *** IMPORTANT INFORMATION***

Enclosed is your Certified Applicator card. You should have this card available when purchasing restricted use pesticides to confirm your certification. If this card is for a replacement or recertification, destroy your old card and carry this one instead.

THIS CARD IS NOT A LICENSE to do work as a commercial or noncommercial applicator unless you are employed by the holder of a current Pesticide Applicator license in the category(s) for which you are certified. If you are currently employed by a license-holder, they will need to notify us in writing to verify that you are working for them as a certified applicator. If you are planning to start your own business, please contact this office to obtain an application for a Pesticide Applicator license.

The numbers shown on your card indicate two things. The first number indicates the category in which you are certified. The second number indicates that your certification expires 12/31 of the year shown. The category number codes are on the card's reverse side.

Example: 1A -08 indicates that category 1-A – Ag Plant expires December 31, 2008.

If you have any questions, please contact this office at (405) 522-5950.


OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD & FORESTRY
2800 N. Lincoln Blvd.
Oklahoma City, OK 73105

The person whose name is on this card has met certification standards and is certified to purchase, use, or supervise the use of any restricted use pesticide for the category of pesticide application shown on this card. This card does not allow a person to do work as a commercial or noncommercial applicator unless employed by a company that has a valid license issued by the Board.

CA Number 79528

Certified Applicator

KEVIN M BEHE

Category / Expires last day Of year shown

7A, 3A - 29
7B - 28
11A - 26

Note: This is not a license

OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD AND FORESTRY
CONSUMER PROTECTION SERVICES
P.O. BOX 528804
OKLAHOMA CITY OK 73152-8804

Enclosed is your Certified Applicator card

KEVIN M BEHE
2401 S MAPLE AVE
BROKEN ARROW OK 74012

**Pesticide Application Categories Are As Follows**
**Note: Numbers reflect category, not month**

1a: Agricultural Plant
1b: Agricultural Animal
2: Forestry
3a: Ornamental & Turf Outdoor
3b: Interiorscape
3c: Nursery/Greenhouse
4: Seed Treatment
5: Aquatic
6: Right-of-Way
7a: General Pest
7b: Structural Pest
7c: Fumigation
8: Public Health
9: Regulatory
10: Demonstration & Research
11: Bird & Vertebrate Animal
11b: Predatory Animal
12a: Pressure Facility Timber Treating
12b: Ground Line Utility Pole Timber Treating
13: Specialty
14a: Sewer Root
14b: Cooling Tower
14c: Specialty
A: Aerial
D: Dicamba

BIDDERS NAME: TermMax Pest Control

## ATTACHMENT E - PROPOSAL AFFIDAVIT

**The following affidavit is to accompany the proposal:**

STATE OF: Oklahoma

COUNTY OF: Tulsa

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

(S)he is the duly authorized agent of TermMax Pest Control, 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;

1. (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

2. 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 1st day of June 2026

My Commission Expires: 9/26/2029 _____
Notary Public (or Clerk or Judge)

ANNETTE DALE NOTARY PUBLIC STATE OF OKLAHOMA COMM. EXP. 09-26-2029 #13008845 IN AND FOR MUSKOGEE COUNTY

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

BIDDERS NAME: TermMax Pest Control

**ATTACHMENT D - INTEREST AFFIDAVIT**
**The following affidavit is to accompany the proposal:**

STATE OF: Oklahoma

COUNTY OF: Tulsa

Kevin Behe, 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.

X _____

Subscribed and sworn to before me this 18th day of June 2026

My Commission Expires: 9/26/2029 _____
Notary Public (or Clerk or Judge)

ANNETTE T. HALE NOTARY PUBLIC #13008945 COMM. EXP. 09-26-2029 STATE OF OKLAHOMA IN AND FOR MUSKOGEE COUNTY

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

BIDDERS NAME: TermMax Pest Control

**ATTACHMENT B - TERMS AND SIGNATURE SHEET**

In compliance with this invitation for Bid Number: 26.158 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: Kevin Behe

Date: _____

Company Name: TermMax Pest Control

Address: PO Box 914

Broken Arrow (City) OK (State) 74013 (Zip Code)

Email: admin@termmax.net

X _____ Official Title: Owner

Please print or type name clearly: Kevin Behe

Telephone: 918-510-2586 Fax Number: _____

Federal Tax ID Number: 85-2311514

Subscribed and sworn to before me this 18th day of June 2026

My Commission Expires: 9/26/2029 _____

Notary Public (or Clerk or Judge)

ANNETT HALE NOTARY PUBLIC STATE OF OKLAHOMA MUSKOGEE COUNTY

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

# City of Broken Arrow

## Request for Action

**File #:** 26-900, **Version:** 1

**Broken Arrow Municipal Authority**
**Meeting of: 06-15-2026**

**Title:**

Acceptance of and authorization to accept the Change Order #1 for the South Park South Relief Line & Houston St Trenchless sanitary sewer rehabilitation (22600538)

**Background:**

The South Park South Project was put in place to Demo an existing lift station and install a liftstation. The project also included trenchless repair on two manholes to rectify a maintenance issue.

The project will need 71 additional days due to weather and utility complications.

**The total cost for Change Order #1 amounts to $ (11,450.00)**

The additional cost associated with these changes is as follows:

| | |
|---|---|
| Previous Change Orders: | $0 |
| This Change Order(s): | ($11,450.00) |
| Total Cost of Change Orders: | ($11,450.00) |
| Original Contract Amount: | $789,310.00 |
| Revised Contract Amount: | $777,8602.00 |
| Percent Change in Contract: | (1.45%) |
| Applicable to Comp. Bid Act: | 0% |

**Cost:** $0

**Funding Source:** OWRB Loan

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

**Approved By:** City Manager's Office

**Attachments:** South Park South Lift Station final CO

**Recommendation:**

Acceptance of and authorization to accept the Change Order #1 for the South Park South Relief Line & Houston St Trenchless sanitary sewer rehabilitation (22600538)

[redacted]

**Public Contract Application for Contractual Changes**

**Engineering and Construction Department**
485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

## Contract Change Order #1 - Final Contract Reconciliation

| | | | |
|---|---|---|---|
| Project Name: | SOUTH PARK SOUTH RELIEF LINE & HOUSTON ST. TRENCHLESS SANITARY SEWER REHABILITATION | Project Number: | 2154280 |
| PO Number: | 22600538 | Date of Application: | Wednesday, April 8, 26 |
| Contractor: | CHEROKEE PRICE CONSTRUCTION, INC | Submitted By: | Harlan E. Yocham II |

### Summary of Change in Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

1) Bid item final quantity adjustments are required for contract closeout. The following listed bid item additions and subtractions reflect revisions necessary to reconcile the contract quantities with the actual quantities utilized in the field.

Change in Contractual Project Time:

1) The project required 71 additional days to complete due to unforeseen circumstances. There were scheduling conflicts related to the City's PSO account for the lift station. The account had been established in the mid-1970s, and the original account holder was no longer available. PSO would not close the account without authorization from that individual; however, the City's Accounts Division ultimately resolved the issue. Additionally, an unexpected 6-inch medium-pressure ONG gas line was discovered in conflict with trench safety requirements. As a result, a manhole had to be removed and reinstalled at a different location. Both delays were beyond the control of the contractor and the cities. Certificate of Substantial Completion was approved on April 8, 2026. Documentation closeout delay due to additional erosion control measures requested by others.

Plan Sheets or Additional Documents Attached: ☒ Yes ☐ No ☐ Other: _____

### Work Order Quantities

| Item# | (Spec) | Item Description | Units | | Price | Quantity | | Total Amount |
|---|---|---|---|---|---|---|---|---|
| 2 | BA311B | Rock Excavation | CY | $ | 50.00 | -290 | $ | (14,500.00) |
| 7 | 230 (A) | 4 Foot ID Manhole W/Standard Lid | EA | $ | 5,000.00 | 1 | $ | 5,000.00 |
| 13 | 601 (A) | Type I RipRap | TONS | $ | 100.00 | 115 | $ | 11,500.00 |
| 14 | Special | Silt Fence | LF | $ | 1.00 | -1200 | $ | (1,200.00) |
| 15 | 221 (B) | Silt Dike | LF | $ | 5.00 | -200 | $ | (1,000.00) |
| 17 | Special | Concrete Plug | EA | $ | 1,000.00 | 1 | $ | 1,000.00 |
| 24 | Special | Allowance | LS | $ | 35,000.00 | -0.35 | $ | (12,250.00) |
| | | | | | | | $ | - |
| | | | | | | | $ | - |
| | | | | | | Total Change Cost: | $ | (11,450.00) |

### Summary of Project Costs

| | | | |
|---|---|---|---|
| Total Previous Change Orders: | $ - | Original Contract Amount: | $ 789,310.00 |
| Current Change Order: | $ (11,450.00) | Amended Contract Amount: | $ 777,860.00 |
| Total Cost of Change Orders: | $ (11,450.00) | Percent Change in Contract: | -1.45% |
| Total Cost Applicable to CBA: | | Percent Change Applicable to CBA: | 0.00% |

### Change Order Authorization

Change Order # CO-1 Final in the sum of: $ (11,450.00) has been reviewed by all parties and is recommended for approval by:

| | Name | Signature | Date |
|---|---|---|---|
| Contractor Submitting Change Order: | Harlan Yocham | [signature] | 6/2/26 |
| Construction Division Manager: | Nathanael T. Kohl, PE | [signature] | 6/2/26 |
| Director of Engineering & Construction: | Charlie Bright, PE | [signature] | 6/8/26 |
| Assistant City Manager - Operations: | Kenneth D Schwab, PE | Kenneth D. Schwab | 6-8-26 |
| City Manager: | Michael Spurgeon | | |

**This Change is Executed Through:**

☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.

or

☐ This change to the contract documents was approved at the City Council/BAMA meeting held on : _____

Council Agenda Number: _____ City Clerk: _____

# City of Broken Arrow

## Request for Action

**File #:** 26-882, **Version:** 1

**Broken Arrow Municipal Authority**
**Meeting of: 06-15-2026**

**Title:**
Ratify the approval of and authorization to execute Change Order #1 with Crossland Heavy Contractors for the Verdigris River WTP Raw Water Pump Station Improvements (2454140)

**Background:**
The Verdigris River Water Treatment Plant Raw Water Pump Station Improvements is a project that will add another raw water pump house and upgrade the electrical system.

Change Order #1 addresses the following additions/deletions/changes to the contract:

- Replace a 36" flow meter at the raw water project.

Total time added to contract is:

- 28 weeks for procurement.

**The total cost for Change Order #1 amounts to $77,955.00**

The additional cost associated with these changes is as follows:

| | |
|---|---|
| Previous Change Orders: | $0 |
| This Change Order(s): | $77,955.00 |
| Total Cost of Change Orders: | $77,955.00 |
| Original Contract Amount: | $1,094,400.00 |
| Revised Contract Amount: | $1,172,355.00 |
| Percent Change in Contract: | 7.12% |
| Applicable to Comp. Bid Act: | 7.12% |

**Cost:** $77,955.00

**Funding Source:** OWRB Loan

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

**Approved By:** City Manager's Office

**Attachments:** Verdigris River WTP Raw Water Pump - PCO1 36 inch Mag Meter 5.4

**Recommendation:**
Ratify and approve of and authorization to execute Change Order #1 with Crossland Heavy Contractors for the Verdigris River WTP Raw Water Pump Station Improvements (2454140)

CITY OF BROKEN ARROW
Where opportunity lives

Engineering and Construction Department
485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

# Application for Contractual Changes
# Contract Change Order # 1

Project Name: Verdigris River WTP Raw Water Pump Station Improvements
Project Number: 2454140
PO Number: FAP-25-0005-L
Date of Application: Monday, April 27, 2026
Contractor: Crossland Heavy Contractors
Submitted By: Levi McBride

## Summary of Change in Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

1) 36" Flow Meter Removal & Replacement
2)

Change in Contractual Project Time:

1) 28 weeks

Plan Sheets or Additional Documents Attached: ☐ Yes ☑ No ☐ Other: _____

### Work Order Quantities

| Item# | (Spec) | Item Description | Units | Price | Quantity | Total Amount |
|---|---|---|---|---|---|---|
| | | 36" Flow Meter Removal & Replacement | LS | $ 77,955.00 | 1 | $ 77,955.00 |
| | | | | | | $ - |
| | | | | | | $ - |
| | | | | | Total Change Cost: | $ 77,955.00 |

### Summary of Project Costs

| | | | |
|---|---|---|---|
| Total Previous Change Orders: | $ - | Original Contract Amount: | $ 1,094,400.00 |
| Current Change Order: | $ 77,955.00 | Amended Contract Amount: | $ 1,172,355.00 |
| Total Cost of Change Orders: | $ 77,955.00 | Percent Change in Contract: | 7.12% |
| Total Cost Applicable to CBA: | $ 77,955.00 | Percent Change Applicable to CBA: | 7.12% |

### Change Order Authorization

Change Order # 1 in the sum of: $ 77,955.00 has been reviewed by all parties and is recommended for approval by:

| | Name | Signature | Date |
|---|---|---|---|
| Contractor Submitting Change Order: | Levi McBride | Levi McBride | 5/4/2026 |
| Construction Division Manager: | Nathanael T. Kohl, PE | | |
| Director of Engineering & Construction: | Charlie Bright, PE | | |
| Assistant City Manager - Operations: | Kenneth D Schwab, PE | | |
| City Manager: | Michael Spurgeon | | |

**This Change is Executed Through:**

☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.

or

☐ This change to the contract documents was approved at the City Council/BAMA meeting held on : _____

Council Agenda Number: _____ City Clerk: _____

# City of Broken Arrow

## Request for Action

**File #:** 26-874, **Version:** 1

**Broken Arrow Municipal Authority**
**Meeting of: 06/15/2026**

**Title:**
Ratification of the Claims List Check Register Dated June 08, 2026

**Background:**
Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from May 27, 2026 through June 08, 2026 Checks, V-Cards (single use electronic credit cards) or ACH (direct payments to the vendors bank by the federal reserve automated clearing house) were processed for a total of $3,388,912.76 for the various funds.

| | |
|---|---|
| Governmental Funds | $2,070,042.79 |
| BAMA | $1,316,869.97 |
| BAEDA | $ 2,000.00 |
| Total | $3,388,912.76 |

A summary by funds and detail are attached.

**Cost:** $1,316,869.97

**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 08, 2026

**Recommendation:**..recommend
Ratify Claims List Check Register dated 06/08/2026

**City of Broken Arrow**
**Check Register by Fund**

**RECAP**

| FUND | DESCRIPTION | AMOUNT | INVOICE COUNT |
|---|---|---|---|
| 110 | GENERAL | 208,417.01 | 532 |
| 220 | BA MUNICIPAL AUTHORITY | 1,316,869.97 | 707 |
| 226 | STORMWATER CAPITAL IN LIEU OF | 88,917.26 | 1 |
| 227 | CVB-HOTEL MOTEL | 7,430.39 | 16 |
| 329 | VEHICLE REPLACEMENT FUND | 14,367.10 | 4 |
| 330 | SALES TAX CAPITAL IMPROVEMENT | 552,545.66 | 22 |
| 333 | CEMETERY FUND | 21,150.00 | 1 |
| 342 | STREET LIGHT FUND | 6,279.40 | 11 |
| 343 | STREET SALES TAX FUND | 38,033.27 | 5 |
| 344 | PS SALES TAX POLICE | 96,923.89 | 216 |
| 345 | PS SALES TAX FIRE | 76,555.79 | 130 |
| 348 | ARPA FUND | 247,615.19 | 1 |
| 349 | OPIOID SETTLEMENT FUND | 108,139.99 | 2 |
| 592 | 2014 BOND ISSUE | 22,670.15 | 1 |
| 593 | 2018 BOND ISSUE | 211,671.10 | 17 |
| 660 | WORKERS COMPENSATIONS | 222,694.67 | 12 |
| 661 | GROUP HEALTH AND LIFE | 144,851.92 | 11 |
| 882 | AGENCY FUND DEPOSITS | 1,780.00 | 6 |
| 887 | ECONOMIC DEVELOP AUTHORTY | 2,000.00 | 1 |
| Total | | 3,388,912.76 | 1,696 |

**City of Broken Arrow**
**Check Register by Fund**

| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 05/28/2026 | 339260 | 856 | AMERICAN FIDELITY | 201766 | Payroll Run 1 - Warrant 260522 | 220 \|218420\| | | 2026/11 | 129.48 |
| | | | | 201766 | Payroll Run 1 - Warrant 260522 | 220 \|218430\| | | 2026/11 | 16.50 |
| | | | | | | **Total For Check # 339260** | | | **145.98** |
| 05/28/2026 | 339262 | 1319 | COMMUNITY CARE EAP | 201768 | Payroll Run 1 - Warrant 260522 | 220 \|218560\| | | 2026/11 | 289.97 |
| | | | | | | **Total For Check # 339262** | | | **289.97** |
| 05/28/2026 | 339263 | 5446 | CONSOLIDATED PIPE & | OK2054028 | PW STOCK ORDER USING A.S.I.A. | 220 \|141000\| | | 2026/10 | 428.97 |
| | | | | OK2053901 | PW STOCK ORDER USING A.S.I.A. | 220 \|141000\| | | 2026/10 | 9,585.08 |
| | | | | | | **Total For Check # 339263** | | | **10,014.05** |
| 05/28/2026 | 339264 | 2807 | CURT POOLE | EMP 04072026 | T&A TYLER CONNECT UBER EXPENSE | 2201503 \|550030\| | | 2026/11 | 79.26 |
| | | | | | | **Total For Check # 339264** | | | **79.26** |
| 05/28/2026 | 339265 | 3990 | JERRY SCHUBER | PDR 06072026 | PER DIEM 2026 WASTE LEADERSHIP | 2205010 \|550030\| | | 2026/11 | 276.00 |
| | | | | | | **Total For Check # 339265** | | | **276.00** |
| 05/28/2026 | 339269 | 5733 | MARGARET ANN WOODS | 2154250 | 2154250 PARCELS 28.0 & 28.1 | 2205410 \|570080\| | 2154250 | 2026/11 | 29,900.00 |
| | | | | | | **Total For Check # 339269** | | | **29,900.00** |
| 05/28/2026 | 339274 | 1987 | SURENCY LIFE & HEALTH INS. | 201770 | Payroll Run 1 - Warrant 260522 | 220 \|218460\| | | 2026/11 | 247.00 |
| | | | | | | **Total For Check # 339274** | | | **247.00** |
| 05/28/2026 | 339282 | 149 | AMERICAN ELECTRIC | 952-315-1-1 05142026 | FY26 ANNUAL AGREEMENT SINGLES | 2205406 \|550250\| | | 2026/11 | 23.62 |
| | | | | 490-478-0-1 05142026 | FY26 ANNUAL AGREEMENT - SINGLES | 2205305 \|550250\| | | 2026/11 | 165.81 |
| | | | | 104-967-0-6 05142026 | FY26 ANNUAL AGREEMENT - SINGLES | 2205406 \|550250\| | | 2026/11 | 24.27 |
| | | | | 844-103-0-2 04302026 | FY26 ANNUAL AGREEMENT 955-844-103- | 2205100 \|550250\| | | 2026/11 | 3,116.15 |
| | | | | 540-379-4-6 04302026 | FY26 ANNUAL AGREEMENT 954-540-379- | 2205410 \|550250\| | | 2026/11 | 49,322.80 |
| | | | | 111-374-0-5 05152026 | FY26 ANNUAL AGREEMENT 954-100-813- | 2205400 \|550250\| | | 2026/11 | 1,105.85 |
| | | | | | | **Total For Check # 339282** | | | **53,758.50** |
| 05/28/2026 | 339283 | 4935 | AMAZON.COM SALES INC | 17HN-3XPX-J3MX | OFFICE SUPPLIES | 2201503 \|560030\| | | 2026/11 | 8.39 |
| | | | | 1L34-P1PX-37HL | PW STOCK ORDER | 220 \|141000\| | | 2026/11 | 1,716.80 |
| | | | | 1DPC-6V79-77X4 | Cables | 2205415 \|560230\| | | 2026/11 | 34.89 |
| | | | | | | **Total For Check # 339283** | | | **1,760.08** |
| 05/28/2026 | 339284 | 5180 | AMERICAN MEDICAL GAS | 4713 | BLANKET PO FOR EMS OXYGEN AND | 2205120 \|560210\| | | 2026/11 | 122.00 |
| | | | | | | **Total For Check # 339284** | | | **122.00** |

City of Broken Arrow
Check Register by Fund

| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 05/28/2026 | 339287 | 3481 | APWA-NE OK BRANCH | 000924764 | 000924764 | 2205401 \|530850\| | | 2026/11 | 259.31 |
| | | | | 000924764 | 000924764 | 2205400 \|530850\| | | 2026/11 | 129.65 |
| | | | | 000924764 | 000924764 | 2205305 \|530850\| | | 2026/11 | 388.96 |
| | | | | 000924764 | 000924764 | 2205220 \|530850\| | | 2026/11 | 259.31 |
| | | | | 000924764 | 000924764 | 2205205 \|530850\| | | 2026/11 | 129.65 |
| | | | | 000924764 | 000924764 | 2205225 \|530850\| | | 2026/11 | 259.31 |
| | | | | 000924764 | 000924764 | 2205230 \|530850\| | | 2026/11 | 518.62 |
| | | | | 000924764 | 000924764 | 2205200 \|530850\| | | 2026/11 | 129.65 |
| | | | | 000924764 | 000924764 | 2205010 \|530850\| | | 2026/11 | 259.31 |
| | | | | 000924764 | 000924764 | 2205100 \|530850\| | | 2026/11 | 129.65 |
| | | | | 000924764 | 000924764 | 2205120 \|530850\| | | 2026/11 | 129.66 |
| | | | | | | **Total For Check #** | **339287** | | **2,593.08** |
| 05/28/2026 | 339289 | 885 | ATWOOD DISTRIBUTING LP | 3865 | BLANKET PO SAFETY SHOES & MISC | 2205400 \|560230\| | | 2026/11 | 3.99 |
| | | | | 3867 | BLANKET PO SAFETY SHOES & MISC | 2205400 \|560230\| | | 2026/11 | 58.93 |
| | | | | 3866 | BLANKET PO SAFETY SHOES & MISC | 2205400 \|560230\| | | 2026/11 | 67.18 |
| | | | | | | **Total For Check #** | **339289** | | **130.10** |
| 05/28/2026 | 339293 | 2910 | BROKEN ARROW AREA | 80881 | 80881 | 2201302 \|530110\| | | 2026/11 | 25.00 |
| | | | | | | **Total For Check #** | **339293** | | **25.00** |
| 05/28/2026 | 339294 | 20 | BROKEN ARROW LAWN & | 135017 | BLANKET PO FOR MISC | 2205415 \|560230\| | | 2026/11 | 31.83 |
| | | | | 134995 | BLANKET PO FOR MISC | 2205415 \|560230\| | | 2026/11 | 10.61 |
| | | | | | | **Total For Check #** | **339294** | | **42.44** |
| 05/28/2026 | 339295 | 2315 | WHITE CAP, LP | 50036782654 | 50036782654 | 2205305 \|560230\| | | 2026/11 | 141.32 |
| | | | | | | **Total For Check #** | **339295** | | **141.32** |
| 05/28/2026 | 339298 | 37 | CINTAS CORPORATION | 5337075911 | BLANKET PO FOR ALL DEPARTMENT | 2205405 \|560230\| | | 2026/11 | 154.24 |
| | | | | | | **Total For Check #** | **339298** | | **154.24** |
| 05/28/2026 | 339299 | 996 | CITY OF BROKEN ARROW | 201767 | Payroll Run 1 - Warrant 260522 | 220 \|218180\| | | 2026/11 | 614.99 |
| | | | | 201767 | Payroll Run 1 - Warrant 260522 | 220 \|218360\| | | 2026/11 | 4,467.43 |
| | | | | | | **Total For Check #** | **339299** | | **5,082.42** |
| 05/28/2026 | 339300 | 1391 | CLEAN THE UNIFORM CO | 52193221 | 52193221 MAY 15, 2026 | 2205410 \|540310\| | | 2026/11 | 31.92 |
| | | | | 52193221 | 52193221 MAY 15, 2026 | 2205410 \|540330\| | | 2026/11 | 22.02 |

**City of Broken Arrow**
**Check Register by Fund**

| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | **Total For Check # 339300** | | | **53.94** |
| 05/28/2026 | 339301 | 3832 | CLOSED LOOP FUND | 1719 | 1719 MAY 2026 | 2205010 \|584010\| | | 2026/11 | 14,925.37 |
| | | | | 1718 | 1718 MAY 2026 | 2205010 \|584010\| | | 2026/11 | 30,952.38 |
| | | | | | | **Total For Check # 339301** | | | **45,877.75** |
| 05/28/2026 | 339302 | 4393 | CLOUDPOINT GEOSPATIAL INC | INV-06910 | Monthly Managed Services | 2201205 \|530870\| | | 2026/11 | 7,250.00 |
| | | | | | | **Total For Check # 339302** | | | **7,250.00** |
| 05/28/2026 | 339303 | 4633 | COLONIAL LIFE & ACCIDENT | 201771 | Payroll Run 1 - Warrant 260522 | 220 \|218590\| | | 2026/11 | 6,578.00 |
| | | | | | | **Total For Check # 339303** | | | **6,578.00** |
| 05/28/2026 | 339304 | 5323 | COLUMN SOFTWARE PBC | B6BD5005-0314 | B6BD5005-0314 | 2205010 \|530870\| | 2650050 | 2026/11 | 101.46 |
| | | | | | | **Total For Check # 339304** | | | **101.46** |
| 05/28/2026 | 339305 | 1270 | CORE & MAIN | V000039449 | PW STOCK ORDER NON -CONTRACT | 220 \|141000\| | | 2026/11 | 655.00 |
| | | | | V000039466 | PW STOCK ORDER NON -CONTRACT | 220 \|141000\| | | 2026/11 | 52.50 |
| | | | | V000039540 | STOCK ITEMS UNDER ASIA PRICING | 220 \|141000\| | | 2026/11 | 38,800.00 |
| | | | | V000039625 | PW STOCK ORDER/ HYDRANTS ETC. | 220 \|141000\| | | 2026/11 | 100.62 |
| | | | | J000018343 | SOLE SOURCE NEPTUNE METERS | 220 \|141000\| | | 2026/11 | 10,400.00 |
| | | | | | | **Total For Check # 339305** | | | **50,008.12** |
| 05/28/2026 | 339306 | 46 | CUMMINS SOUTHERN PLAINS | 91-260494731 | UNIT 2001 JEFF | 2205010 \|540200\| | | 2026/11 | 9,115.67 |
| | | | | | | **Total For Check # 339306** | | | **9,115.67** |
| 05/28/2026 | 339308 | 3418 | DYKMAN ELECTRICAL INC | 0766281-IN | Replacement electric motor for conveyor | 2205410 \|560450\| | | 2026/11 | 1,136.00 |
| | | | | | | **Total For Check # 339308** | | | **1,136.00** |
| 05/28/2026 | 339310 | 3158 | EMBLAZON PRINTING | 4889 | 4889 EESC TSHIRTS | 2201700 \|550890\| | 2617140 | 2026/11 | 53.10 |
| | | | | | | **Total For Check # 339310** | | | **53.10** |
| 05/28/2026 | 339312 | 66 | FERGUSON WATERWORKS | 0803934 | 10x6 tapping sleeves for chris | 2205400 \|560240\| | | 2026/11 | 970.36 |
| | | | | | | **Total For Check # 339312** | | | **970.36** |
| 05/28/2026 | 339317 | 3593 | FLAGSHOOTER INC | 260511022 | FLAGSHOOTER FLAGS FOR WATER | 220 \|141000\| | | 2026/11 | 2,666.65 |
| | | | | | | **Total For Check # 339317** | | | **2,666.65** |
| 05/28/2026 | 339318 | 4110 | FLEET FUELS LLC | SI-84400 | SI-84400 | 220 \|143015\| | | 2026/11 | 12,057.35 |

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|---|---|---|---|---|---|---|---|---|---|
| | | | | | | **Total For Check # 339318** | | | **12,057.35** |
| 05/28/2026 | 339321 | 5680 | NATHAN GOODACRE | 2565 | 2565 | 2205305 \|540280\| | | 2026/11 | 6,784.00 |
| | | | | | | **Total For Check # 339321** | | | **6,784.00** |
| 05/28/2026 | 339322 | 5026 | DALE GRAHAM | 327 | 327 REPAIRS @ WATER TREATMENT | 2205405 \|540070\| | | 2026/11 | 335.00 |
| | | | | 22502418 | REPLACE ELECTRIC DUCT HEATER | 2205405 \|540070\| | | 2026/11 | 3,708.90 |
| | | | | | | **Total For Check # 339322** | | | **4,043.90** |
| 05/28/2026 | 339324 | 1144 | HDR, INC | 1200825579 | BLANKET PO FOR ON CALL SERVICES | 2205405 \|530870\| | | 2026/11 | 2,719.09 |
| | | | | | | **Total For Check # 339324** | | | **2,719.09** |
| 05/28/2026 | 339326 | 725 | HOLLOWAY, UPDIKE AND | PA 10 S.23060 | S.23060 Camino Villa Sanitary | 2205415 \|570160\| | S.23060 | 2026/11 | 3,000.00 |
| | | | | | | **Total For Check # 339326** | | | **3,000.00** |
| 05/28/2026 | 339327 | 2337 | ICM OF AMERICA INC | 096387 | pw stock order | 220 \|141000\| | | 2026/11 | 399.00 |
| | | | | | | **Total For Check # 339327** | | | **399.00** |
| 05/28/2026 | 339328 | 1582 | IMPERIAL LLC | 04334327117 | 04334327117 | 2201700 \|550890\| | | 2026/11 | 42.63 |
| | | | | | | **Total For Check # 339328** | | | **42.63** |
| 05/28/2026 | 339331 | 3537 | J & J BOWERS LAWN CARE | 52126 | BLANKET PO FOR LAWN CARE | 2205305 \|540280\| | | 2026/11 | 6,285.00 |
| | | | | | | **Total For Check # 339331** | | | **6,285.00** |
| 05/28/2026 | 339332 | 3817 | JACOBS ENGINEERING GROUP | WFXQ9000-11 | WFXQ9000-11 | 2205410 \|570160\| | 2154230 | 2026/11 | 9,610.70 |
| | | | | | | **Total For Check # 339332** | | | **9,610.70** |
| 05/28/2026 | 339334 | 2004 | KIMLEY-HORN & ASSOCIATES | 061292303-0426 | WL23060, WL23070, WL23080, WL23090 | 2205400 \|570160\| | WL23060 | 2026/11 | 411.95 |
| | | | | 061292303-0426 | WL23060, WL23070, WL23080, WL23090 | 2205400 \|570160\| | WL23070 | 2026/11 | 410.46 |
| | | | | 061292303-0426 | WL23060, WL23070, WL23080, WL23090 | 2205400 \|570160\| | WL23080 | 2026/11 | 414.21 |
| | | | | 061292303-0426 | WL23060, WL23070, WL23080, WL23090 | 2205400 \|570160\| | WL23090 | 2026/11 | 248.38 |
| | | | | | | **Total For Check # 339334** | | | **1,485.00** |
| 05/28/2026 | 339335 | 124 | KIMS INTERNATIONAL | 0156814-IN | BLANKET PO - MISC. FITTINGS | 2205415 \|560230\| | | 2026/11 | 78.52 |
| | | | | 0156780-IN | BLANKET PO - MISC. FITTINGS | 2205415 \|560230\| | | 2026/11 | 33.96 |
| | | | | | | **Total For Check # 339335** | | | **112.48** |
| 05/28/2026 | 339336 | 159 | PRE-PAID LEGAL SERVICES, | 201765 | Payroll Run 1 - Warrant 260522 | 220 \|218100\| | | 2026/11 | 1,028.62 |

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|---|---|---|---|---|---|---|---|---|
| | | | | | **Total For Check # 339336** | | | **1,028.62** |
| 05/28/2026 | 339339 | 131 LOCKE SUPPLY COMPANY | 58287261-00 | BLANKET PO FOR PLUMBING & | 2205415 \|560400\| | | 2026/11 | 146.50 |
| | | | 58287466-00 | BLANKET PO FOR PLUMBING & | 2205415 \|560400\| | | 2026/11 | 53.64 |
| | | | 58235660-00 | BLANKET PO FOR PLUMBING & | 2205415 \|560400\| | | 2026/11 | 44.99 |
| | | | 58233412-00 | BLANKET PO FOR PLUMBING & | 2205415 \|560400\| | | 2026/11 | 169.38 |
| | | | 58122117-00 | BLANKET PO FOR PLUMBING & | 2205400 \|560380\| | | 2026/11 | 81.23 |
| | | | 57933793-00 | BLANKET PO FOR PLUMBING & | 2205400 \|560380\| | | 2026/11 | 35.76 |
| | | | 58333823-00 | BLANKET PO FOR PLUMBING & | 2205415 \|570170\| | 2654300 | 2026/11 | 10.25 |
| | | | | | **Total For Check # 339339** | | | **541.75** |
| 05/28/2026 | 339342 | 5723 MR MAILBOX USA LLC | 3734 | 3734 MAY 7, 2026 | 2205400 \|540280\| | | 2026/11 | 1,485.00 |
| | | | | | **Total For Check # 339342** | | | **1,485.00** |
| 05/28/2026 | 339344 | 25 NAPA AUTO PARTS | 026259 | 06138060 | 2205403 \|560200\| | | 2026/11 | 4,033.34 |
| | | | 026260 | 2413 | 2205010 \|560230\| | | 2026/11 | 3.33 |
| | | | 026261 | 7631258 | 2205010 \|560230\| | | 2026/11 | 30.30 |
| | | | 026262 | 43579 | 2205400 \|560200\| | | 2026/11 | 124.98 |
| | | | 026262 | RTU1EXT | 2205400 \|560210\| | | 2026/11 | 8.61 |
| | | | 026263 | FR11110 | 2205010 \|560200\| | | 2026/11 | 11.41 |
| | | | 026264 | HDATFBULK | 2205010 \|560210\| | | 2026/11 | 155.40 |
| | | | 026265 | 684236 | 2205010 \|560230\| | | 2026/11 | 17.64 |
| | | | 026266 | F244465DUEL | 2205010 \|560190\| | | 2026/11 | 1,354.88 |
| | | | 026267 | F013868 | 2205410 \|560190\| | | 2026/11 | 391.62 |
| | | | 026268 | 921N | 2205400 \|560200\| | | 2026/11 | 0.72 |
| | | | 026268 | 3157N | 2205400 \|560200\| | | 2026/11 | 0.61 |
| | | | 026268 | 3057N | 2205400 \|560200\| | | 2026/11 | 0.54 |
| | | | 026269 | 527861 | 2205010 \|560200\| | | 2026/11 | 121.11 |
| | | | 026271 | 510011035 | 2205010 \|560200\| | | 2026/11 | 183.01 |
| | | | 026272 | 46AWBULK | 2205010 \|560210\| | | 2026/11 | 217.00 |
| | | | 026272 | HDATFBULK | 2205010 \|560210\| | | 2026/11 | 155.40 |
| | | | 026274 | 6403 | 2205010 \|560230\| | | 2026/11 | 77.78 |
| | | | 026275 | WATER | 2205120 \|560230\| | | 2026/11 | 2.80 |
| | | | 026276 | CM10083230 | 2205010 \|560200\| | | 2026/11 | 5,155.56 |
| | | | 026276 | K097850SCBXW | 2205010 \|560200\| | | 2026/11 | 2,437.78 |
| | | | 026276 | K097850SCBXW | 2205010 \|560200\| | | 2026/11 | 907.06 |
| | | | 026276 | K097851SCBXW | 2205010 \|560200\| | | 2026/11 | 2,437.78 |
| | | | 026276 | K097851SCBXW | 2205010 \|560200\| | | 2026/11 | 907.06 |

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|---|---|---|---|---|---|---|---|---|---|
| | | | | 026276 | K297277BXW | 2205010 \|560200\| | | 2026/11 | 331.22 |
| | | | | 026277 | K297277BXW | 2205010 \|560200\| | | 2026/11 | 331.22 |
| | | | | 026278 | 388BDM | 2205010 \|560190\| | | 2026/11 | 2,386.72 |
| | | | | 026279 | GBADP1369 | 2205010 \|560200\| | | 2026/11 | 193.60 |
| | | | | 026280 | | 2205010 \|560200\| | | 2026/11 | 26.20 |
| | | | | 26320 | 2413 | 2205400 \|560230\| | | 2026/11 | 6.66 |
| | | | | 26322 | 7098 | 2205305 \|560200\| | | 2026/11 | 31.04 |
| | | | | 26322 | 7000040201 | 2205305 \|560210\| | | 2026/11 | 121.38 |
| | | | | 26324 | 702277 | 2205210 \|560210\| | | 2026/11 | 24.74 |
| | | | | 26328 | 7098 | 2205305 \|560200\| | | 2026/11 | 31.04 |
| | | | | 26330 | 9080L | 2205120 \|560230\| | | 2026/11 | 15.56 |
| | | | | 26337 | 453107S | 2205010 \|560200\| | | 2026/11 | 21.89 |
| | | | | 26338 | 789DEF | 2205403 \|560210\| | | 2026/11 | 11.11 |
| | | | | 26339 | 7680 | 2205010 \|560230\| | | 2026/11 | 20.86 |
| | | | | 26341 | F003159 | 2205410 \|560200\| | | 2026/11 | 3,620.40 |
| | | | | 26342 | S566028001R | 2205010 \|560200\| | | 2026/11 | 228.89 |
| | | | | 26346 | 789DEF | 2205401 \|560210\| | | 2026/11 | 22.22 |
| | | | | 26349 | GBADP1369 | 2205010 \|560200\| | | 2026/11 | 96.80 |
| | | | | 26352 | 60211B | 2205010 \|560200\| | | 2026/11 | 21.48 |
| | | | | 26354 | 602857 | 2205210 \|560200\| | | 2026/11 | 121.71 |
| | | | | 26355 | 810022 | 2205010 \|560200\| | | 2026/11 | 25.92 |
| | | | | 26356 | 7000040205 | 2205305 \|560210\| | | 2026/11 | 390.84 |
| | | | | 26358 | 1496371 | 2205403 \|560200\| | | 2026/11 | 156.93 |
| | | | | 26358 | 2366923 | 2205403 \|560200\| | | 2026/11 | 115.50 |
| | | | | 26358 | 4358934 | 2205403 \|560200\| | | 2026/11 | 205.84 |
| | | | | 26358 | 4892266 | 2205403 \|560200\| | | 2026/11 | 183.28 |
| | | | | 26358 | 5917242 | 2205403 \|560200\| | | 2026/11 | 178.42 |
| | | | | 26358 | 9X7378 | 2205403 \|560200\| | | 2026/11 | 7.48 |
| | | | | 26358 | 9X7380 | 2205403 \|560200\| | | 2026/11 | 11.94 |
| | | | | 26358 | 9X7381 | 2205403 \|560200\| | | 2026/11 | 11.52 |
| | | | | 26358 | 9X7382 | 2205403 \|560200\| | | 2026/11 | 8.14 |
| | | | | 26359 | DA1692 | 2205010 \|560200\| | | 2026/11 | 7.50 |
| | | | | | | **Total For Check #** | **339344** | | **27,703.77** |
| 05/28/2026 | 339346 | 4349 | OKIE PACKAGING & | 321832 | PINK SOAP, HAND LIQUID GALLON | 220 \|141000\| | | 2026/11 | 279.84 |
| | | | | | | **Total For Check #** | **339346** | | **279.84** |
| 05/28/2026 | 339347 | 1214 | OKLAHOMA DEPARTMENT OF | H1000120 | H1000120 APRIL 27, 2026 13874 S 177TH | 2205415 \|540070\| | | 2026/11 | 50.00 |

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|---|---|---|---|---|---|---|---|---|---|
| | | | | H1000245 | H1000245 APRIL 28, 2026 1700 W | 2205120 \|540070\| | | 2026/11 | 50.00 |
| | | | | H1000121 | H1000121 APRIL 27, 2026 13874 S 177TH | 2205415 \|540070\| | | 2026/11 | 50.00 |
| | | | | H1000285 | H1000285 APRIL 28, 2026 485 N POPLAR | 2205100 \|540070\| | | 2026/11 | 25.00 |
| | | | | H1000280 | H1000280 APRIL 28, 2026 6670 S 361ST | 2205405 \|540070\| | | 2026/11 | 50.00 |
| | | | | | | **Total For Check # 339347** | | | **225.00** |
| 05/28/2026 | 339348 | 104 | OKLAHOMA MUNICIPAL | 200009667 | 200009667 | 2205010 \|530110\| | | 2026/11 | 150.00 |
| | | | | 200009667 | 200009667 | 2205401 \|530110\| | | 2026/11 | 150.00 |
| | | | | 200009667 | 200009667 | 2205405 \|530110\| | | 2026/11 | 150.00 |
| | | | | 200009667 | 200009667 | 2205401 \|530110\| | | 2026/11 | 150.00 |
| | | | | 200009667 | 200009667 | 2205100 \|530110\| | | 2026/11 | 150.00 |
| | | | | 200009667 | 200009667 | 2205010 \|530110\| | | 2026/11 | 150.00 |
| | | | | | | **Total For Check # 339348** | | | **900.00** |
| 05/28/2026 | 339349 | 98 | OKLAHOMA NATURAL GAS CO | 110016445 05142026 | 210105033 1100164 45 MAY 14, 2026 400 | 2205100 \|550240\| | | 2026/11 | 184.41 |
| | | | | 179009782 05142026 | 211104019 1790097 82 MAY 14, 2026 430 | 2205100 \|550240\| | | 2026/11 | 169.28 |
| | | | | | | **Total For Check # 339349** | | | **353.69** |
| 05/28/2026 | 339353 | 736 | PENSKE COMMERCIAL | 125DE-68130 | CITY COUNCIL APPROVED 11/04/25 | 2205400 \|570020\| | 2654010 | 2026/11 | 134,847.00 |
| | | | | | | **Total For Check # 339353** | | | **134,847.00** |
| 05/28/2026 | 339356 | 844 | RAM PRODUCTS INC | 160334907 | 160334907 | 2205120 \|560230\| | | 2026/11 | 586.00 |
| | | | | | | **Total For Check # 339356** | | | **586.00** |
| 05/28/2026 | 339357 | 4816 | RIVER CITY HYDRAULICS INC | 67549 | unit 2418 jeff | 2205010 \|540200\| | | 2026/11 | 18,245.18 |
| | | | | | | **Total For Check # 339357** | | | **18,245.18** |
| 05/28/2026 | 339358 | 5540 | ROUTE 66 ENGINEERING, LLC | INV-2026-2377 | Professional Consultant Agreement-Route | 2205205 \|530870\| | S.26040 | 2026/11 | 8,000.00 |
| | | | | | | **Total For Check # 339358** | | | **8,000.00** |
| 05/28/2026 | 339362 | 303 | SMITH FARM & GARDEN CO | 125119 | BLANKET PO FOR MISC. PARTS | 2205410 \|560230\| | | 2026/11 | 277.37 |
| | | | | | | **Total For Check # 339362** | | | **277.37** |
| 05/28/2026 | 339363 | 234 | STOREY TOWING LLC | 62363 | 62363 | 2205010 \|540200\| | | 2026/11 | 414.00 |
| | | | | | | **Total For Check # 339363** | | | **414.00** |
| 05/28/2026 | 339366 | 533 | BROKEN ARROW INSURANCE | 3533784 | 3533784 POLICY 108493715 | 2201700 \|550760\| | | 2026/11 | 57.00 |
| | | | | | | **Total For Check # 339366** | | | **57.00** |

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|---|---|---|---|---|---|---|---|---|---|
| 05/28/2026 | 339367 | | | 3533809 | 3533809 POLICY 108493716 | 2201700 \|550760\| | | 2026/11 | 57.00 |
| | | | | | | **Total For Check # 339367** | | | **57.00** |
| 05/28/2026 | 339370 | 571 | TULSA CITY COUNTY HEALTH | NV2605002 | NV2605002 05062026 OPDES PERMIT | 2205410 \|530340\| | | 2026/11 | 2,893.00 |
| | | | | | | **Total For Check # 339370** | | | **2,893.00** |
| 05/28/2026 | 339371 | 1230 | TULSA COUNTY | 10016927 | 10016927 MAY 1, 2026 | 2205406 \|550360\| | | 2026/11 | 78.81 |
| | | | | | | **Total For Check # 339371** | | | **78.81** |
| 05/28/2026 | 339372 | | | 10016928 | 10016928 MAY 1, 2026 | 2205415 \|550360\| | | 2026/11 | 23.39 |
| | | | | | | **Total For Check # 339372** | | | **23.39** |
| 05/28/2026 | 339373 | | | 10016926 | 10016926 | 2205205 \|550360\| | | 2026/11 | 23.39 |
| | | | | | | **Total For Check # 339373** | | | **23.39** |
| 05/28/2026 | 339377 | 1489 | TULSA HEALTH DEPARTMENT | NV2605012 | NV2605012 MAY 6, 2026 | 2205404 \|530340\| | | 2026/11 | 3,461.00 |
| | | | | | | **Total For Check # 339377** | | | **3,461.00** |
| 05/28/2026 | 339379 | 1808 | TULSA'S GREEN COUNTRY | 114674 | 114674 | 2205120 \|550370\| | | 2026/11 | 870.40 |
| | | | | | | **Total For Check # 339379** | | | **870.40** |
| 05/28/2026 | 339380 | 1324 | ULINE | 208081425 | INDUSTRIAL STORAGE CABINET - 36 X | 2205405 \|570170\| | 2554400 | 2026/11 | 2,455.92 |
| | | | | | | **Total For Check # 339380** | | | **2,455.92** |
| 05/28/2026 | 339381 | 744 | UNITED RENTALS, INC | 262094840-001 | CONTAINER FOR FLEET SOURCEWELL | 2205120 \|560240\| | | 2026/11 | 4,129.00 |
| | | | | | | **Total For Check # 339381** | | | **4,129.00** |
| 05/28/2026 | 339382 | 44 | UTILITY SUPPLY | 3009596 | PW STOCK ADAPTER/COUPLING | 220 \|141000\| | | 2026/11 | 401.40 |
| | | | | 3009706 | 42EA12" SDR26 PVC PIPE | 2205415 \|560400\| | | 2026/11 | 2,025.00 |
| | | | | 3009852 | for | 2205400 \|560400\| | | 2026/11 | 2,475.00 |
| | | | | 3009979 | sewer- | 2205415 \|560400\| | | 2026/11 | 64.30 |
| | | | | | | **Total For Check # 339382** | | | **4,965.70** |
| 05/28/2026 | 339384 | 1739 | WAGONER CO RRWD DISTRICT | 146 | 146 | 2201503 \|550280\| | | 2026/11 | 150.00 |
| | | | | | | **Total For Check # 339384** | | | **150.00** |
| 05/28/2026 | 339387 | 31 | WELDON PARTS TULSA | 3438773-01 | MISC PARTS | 2205410 \|560200\| | | 2026/11 | 236.92 |

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|---|---|---|---|---|---|---|---|---|
| | | | | | **Total For Check # 339387** | | | **236.92** |
| 05/28/2026 | 339390 | 999903 OTP - UB REFUNDS | 201616 | | 220 \|150807\| | | 2026/11 | 150.00 |
| | | | | | **Total For Check # 339390** | | | **150.00** |
| 05/28/2026 | 339391 | | 201628 | | 220 \|150807\| | | 2026/11 | 9.47 |
| | | | | | **Total For Check # 339391** | | | **9.47** |
| 05/28/2026 | 339392 | | 201629 | | 220 \|150807\| | | 2026/11 | 20.43 |
| | | | | | **Total For Check # 339392** | | | **20.43** |
| 05/28/2026 | 339393 | | 201617 | | 220 \|150807\| | | 2026/11 | 319.78 |
| | | | | | **Total For Check # 339393** | | | **319.78** |
| 05/28/2026 | 339394 | | 201635 | | 220 \|150807\| | | 2026/11 | 6.49 |
| | | | | | **Total For Check # 339394** | | | **6.49** |
| 05/28/2026 | 339395 | | 201624 | | 220 \|150807\| | | 2026/11 | 23.80 |
| | | | | | **Total For Check # 339395** | | | **23.80** |
| 05/28/2026 | 339396 | | 201620 | | 220 \|150807\| | | 2026/11 | 131.08 |
| | | | | | **Total For Check # 339396** | | | **131.08** |
| 05/28/2026 | 339397 | | 201634 | | 220 \|150807\| | | 2026/11 | 14.40 |
| | | | | | **Total For Check # 339397** | | | **14.40** |
| 05/28/2026 | 339398 | | 201622 | | 220 \|150807\| | | 2026/11 | 4.20 |
| | | | | | **Total For Check # 339398** | | | **4.20** |
| 05/28/2026 | 339399 | | 201623 | | 220 \|150807\| | | 2026/11 | 46.08 |
| | | | | | **Total For Check # 339399** | | | **46.08** |
| 05/28/2026 | 339400 | | 201633 | | 220 \|150807\| | | 2026/11 | 3.30 |
| | | | | | **Total For Check # 339400** | | | **3.30** |
| 05/28/2026 | 339401 | | 201632 | | 220 \|150807\| | | 2026/11 | 15.26 |
| | | | | | **Total For Check # 339401** | | | **15.26** |

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|---|---|---|---|---|---|---|---|---|---|
| 05/28/2026 | 339402 | | | 201625 | | 220 \|150807\| | | 2026/11 | 51.76 |
| | | | | | | **Total For Check # 339402** | | | **51.76** |
| 05/28/2026 | 339403 | | | 201626 | | 220 \|150807\| | | 2026/11 | 41.37 |
| | | | | | | **Total For Check # 339403** | | | **41.37** |
| 05/28/2026 | 339404 | | | 201636 | | 220 \|150807\| | | 2026/11 | 39.84 |
| | | | | | | **Total For Check # 339404** | | | **39.84** |
| 05/28/2026 | 339405 | | | 201627 | | 220 \|150807\| | | 2026/11 | 22.51 |
| | | | | | | **Total For Check # 339405** | | | **22.51** |
| 05/28/2026 | 339406 | | | 201621 | | 220 \|150807\| | | 2026/11 | 7.35 |
| | | | | | | **Total For Check # 339406** | | | **7.35** |
| 05/28/2026 | 339407 | | | 201619 | | 220 \|150807\| | | 2026/11 | 46.42 |
| | | | | | | **Total For Check # 339407** | | | **46.42** |
| 05/28/2026 | 339408 | | | 201618 | | 220 \|150807\| | | 2026/11 | 24.46 |
| | | | | | | **Total For Check # 339408** | | | **24.46** |
| 06/02/2026 | 202802 | 5701 | IDEX HOLDINGS, INC | INV0061538A | ANNUAL SUBSCRIPTION | 2205415 \|540550\| | | 2026/10 | 8,400.00 |
| | | | | | | **Total For Check # 202802** | | | **8,400.00** |
| 06/04/2026 | 339413 | 5684 | DAVID WARNE | 2154250 | 2154250 EASEMENT ACQ PARCEL | 2205410 \|570080\| | 2154250 | 2026/12 | 510.00 |
| | | | | | | **Total For Check # 339413** | | | **510.00** |
| 06/04/2026 | 339415 | 1550 | GENESIS HEALTH CLUBS | 201769 | Payroll Run 1 - Warrant 260522 | 220 \|218150\| | | 2026/11 | 490.58 |
| | | | | | | **Total For Check # 339415** | | | **490.58** |
| 06/04/2026 | 339419 | 96 | OTA PIKEPASS CENTER | 2654640 | CREEK TRUNPIKE OTA PARCEL CR- | 2205400 \|570080\| | 2654640 | 2026/12 | 189,100.00 |
| | | | | | | **Total For Check # 339419** | | | **189,100.00** |
| 06/04/2026 | 339421 | 999900 | OTP - AR REFUNDS | REC-040913-2026 | | 22061 \|441000\| | | 2026/12 | 1,409.00 |
| | | | | | | **Total For Check # 339421** | | | **1,409.00** |
| 06/04/2026 | 339429 | 999903 | OTP - UB REFUNDS | 202412 | | 220 \|150807\| | | 2026/12 | 23.19 |
| | | | | | | **Total For Check # 339429** | | | **23.19** |

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| CHECK DATE | CHECK # | VENDOR NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 06/04/2026 | 339430 | | 202403 | | 220 \|150807\| | | 2026/12 | 10.72 |
| | | | | | **Total For Check # 339430** | | | **10.72** |
| 06/04/2026 | 339431 | | 202405 | | 220 \|150807\| | | 2026/12 | 34.00 |
| | | | | | **Total For Check # 339431** | | | **34.00** |
| 06/04/2026 | 339432 | | 202409 | | 220 \|150807\| | | 2026/12 | 23.13 |
| | | | | | **Total For Check # 339432** | | | **23.13** |
| 06/04/2026 | 339433 | | 202406 | | 220 \|150807\| | | 2026/12 | 68.52 |
| | | | | | **Total For Check # 339433** | | | **68.52** |
| 06/04/2026 | 339434 | | 202410 | | 220 \|150807\| | | 2026/12 | 42.12 |
| | | | | | **Total For Check # 339434** | | | **42.12** |
| 06/04/2026 | 339435 | | 202404 | | 220 \|150807\| | | 2026/12 | 41.22 |
| | | | | | **Total For Check # 339435** | | | **41.22** |
| 06/04/2026 | 339436 | | 202400 | | 220 \|150807\| | | 2026/12 | 50.00 |
| | | | | | **Total For Check # 339436** | | | **50.00** |
| 06/04/2026 | 339437 | | 202401 | | 220 \|150807\| | | 2026/12 | 50.00 |
| | | | | | **Total For Check # 339437** | | | **50.00** |
| 06/04/2026 | 339438 | | 202408 | | 220 \|150807\| | | 2026/12 | 16,961.15 |
| | | | | | **Total For Check # 339438** | | | **16,961.15** |
| 06/04/2026 | 339439 | | 202407 | | 220 \|150807\| | | 2026/12 | 23.19 |
| | | | | | **Total For Check # 339439** | | | **23.19** |
| 06/04/2026 | 339440 | | 202411 | | 220 \|150807\| | | 2026/12 | 22.90 |
| | | | | | **Total For Check # 339440** | | | **22.90** |
| 06/04/2026 | 339441 | | 202402 | | 220 \|150807\| | | 2026/12 | 400.00 |
| | | | | | **Total For Check # 339441** | | | **400.00** |
| 06/04/2026 | 339442 | | 202413 | | 220 \|150807\| | | 2026/12 | 21.14 |

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| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | **Total For Check # 339442** | | | **21.14** |
| 06/04/2026 | 339443 | | | 202414 | | 220 \|150807\| | | 2026/12 | 23.88 |
| | | | | | | **Total For Check # 339443** | | | **23.88** |
| 06/04/2026 | 339444 | 5739 | RICKY DALE BRINKMAN | CDL 05292026 | CDL REIMBURSEMENT | 2205403 \|530110\| | | 2026/12 | 81.50 |
| | | | | | | **Total For Check # 339444** | | | **81.50** |
| 06/04/2026 | 339446 | 5740 | TAYLOR RAY MARESCA | CDL 05292026 | CDL REIMBURSEMENT | 2205403 \|530110\| | | 2026/12 | 81.50 |
| | | | | | | **Total For Check # 339446** | | | **81.50** |
| 06/04/2026 | 339449 | 5635 | VISION SERVICE PLAN | 201773 | Payroll Run 1 - Warrant 260522 | 220 \|218240\| | | 2026/11 | 5,050.58 |
| | | | | | | **Total For Check # 339449** | | | **5,050.58** |
| 06/04/2026 | 339450 | 1739 | WAGONER CO RRWD DISTRICT | 3900501 06152026 | 3900501 8003 E PRINCETON ST | 2205415 \|550230\| | | 2026/12 | 16.50 |
| | | | | 3933701 06152026 | 3933701 3515 E DEARBORN ST | 2205415 \|550230\| | | 2026/12 | 16.50 |
| | | | | 1068701 06152026 | 1068701 6601 S 241ST E AVE | 2205415 \|550230\| | | 2026/12 | 16.50 |
| | | | | 3729401 06152026 | 3729401 4300 E GARY ST | 2201700 \|550230\| | | 2026/12 | 738.35 |
| | | | | 3729501 06152026 | 3729501 4300 E GARY | 2201700 \|550230\| | | 2026/12 | 27.75 |
| | | | | 1367301 06152026 | 1367301 2750 N 37TH ST | 2205415 \|550230\| | | 2026/12 | 16.50 |
| | | | | | | **Total For Check # 339450** | | | **832.10** |
| 06/04/2026 | 339454 | 416 | ACCURATE ENVIRONMENTAL | IE07063 | IE07063 05/20/2026 | 2205404 \|530340\| | | 2026/12 | 1,115.00 |
| | | | | IE11023 | IE11023 05/26/2026 | 2205404 \|530340\| | | 2026/12 | 1,120.00 |
| | | | | IE13077 | IE13077 05/28/2026 | 2205404 \|530340\| | | 2026/12 | 1,120.00 |
| | | | | S21542 | S21542 05/21/2026 | 220 \|191000\| | | 2026/12 | 360.00 |
| | | | | IE18048 | IE18048 05/28/2026 | 2205410 \|530340\| | | 2026/12 | 145.00 |
| | | | | | | **Total For Check # 339454** | | | **3,860.00** |
| 06/04/2026 | 339456 | 4919 | ADEMCO INC. | 303598715 | 303598715 | 2205405 \|560180\| | | 2026/12 | 107.79 |
| | | | | | | **Total For Check # 339456** | | | **107.79** |
| 06/04/2026 | 339457 | 149 | AMERICAN ELECTRIC | 309-939-0-3 05152026 | FY26 ANNUAL AGREEMENT 958-309-939- | 2205415 \|550250\| | | 2026/12 | 177.17 |
| | | | | 146-862-0-5 05202026 | FY26 ANNUAL AGREEMENT 953-146-862- | 2205406 \|550250\| | | 2026/12 | 67.68 |
| | | | | 847-581-0-4 05182026 | FY26 ANNUAL AGREEMENT - 957-847- | 2205406 \|550250\| | | 2026/12 | 24.17 |
| | | | | 046-113-0-1 05182026 | FY26 ANNUAL AGREEMENT - 956-046- | 2205120 \|550250\| | | 2026/12 | 350.55 |
| | | | | 001-501-0-9 05192026 | FY26 ANNUAL AGREEMENT - 953-001- | 2205406 \|550250\| | | 2026/12 | 24.05 |
| | | | | 967-889-0-7 05192026 | FY26 ANNUAL AGREEMENT - 959-967- | 2205406 \|550250\| | | 2026/12 | 24.05 |

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|---|---|---|---|---|---|---|---|---|---|
| | | | | 873-526-0-6 05192026 | FY26 ANNUAL AGREEMENT - 959-873- | 2205406 \|550250\| | | 2026/12 | 24.17 |
| | | | | 104-129-0-7 05192026 | FY26 ANNUAL AGREEMENT - 959-104- | 2205406 \|550250\| | | 2026/12 | 24.27 |
| | | | | 384-392-0-9 05192026 | FY26 ANNUAL AGREEMENT - 955-384- | 2205406 \|550250\| | | 2026/12 | 24.05 |
| | | | | 554-689-0-9 05192026 | FY26 ANNUAL AGREEMENT - 955-554- | 2205406 \|550250\| | | 2026/12 | 24.05 |
| | | | | 331-834-0-4 05192026 | FY26 ANNUAL AGREEMENT 957-331-834- | 2205415 \|550250\| | | 2026/12 | 104.72 |
| | | | | 959-364-3-2 05202026 | FY26 ANNUAL AGREEMENT 959-959-364- | 2205100 \|550250\| | | 2026/12 | 1,738.59 |
| | | | | 701-710-0-4 05262026 | FY26 ANNUAL AGREEMENT - 950-701- | 2205406 \|550250\| | | 2026/12 | 21.84 |
| | | | | 122-107-0-3 05212026 | FY26 ANNUAL AGREEMENT 951-122-107- | 2205400 \|550250\| | | 2026/12 | 24.27 |
| | | | | 453-184-0-8 05262026 | FY26 ANNUAL AGREEMENT - 951-453- | 2205406 \|550250\| | | 2026/12 | 24.27 |
| | | | | 740-838-0-8 05262026 | FY26 ANNUAL AGREEMENT - 951-740- | 2205406 \|550250\| | | 2026/12 | 24.27 |
| | | | | 304-214-4-7 05262026 | FY26 ANNUAL AGREEMENT - 953-304- | 2205406 \|550250\| | | 2026/12 | 24.48 |
| | | | | 568-468-0-4 05262026 | FY26 ANNUAL AGREEMENT - 957-568- | 2205406 \|550250\| | | 2026/12 | 27.16 |
| | | | | 965-664-0-3 05262026 | FY26 ANNUAL AGREEMENT - 958-965- | 2205406 \|550250\| | | 2026/12 | 27.51 |
| | | | | 970-788-0-2 05262026 | FY26 ANNUAL AGREEMENT - 950-970- | 2205406 \|550250\| | | 2026/12 | 24.17 |
| | | | | 333-030-0-6 05222026 | FY26 ANNUAL AGREEMENT - 953-333- | 2205406 \|550250\| | | 2026/12 | 24.05 |
| | | | | 626-029-0-4 05222026 | FY26 ANNUAL AGREEMENT - 955-626- | 2205406 \|550250\| | | 2026/12 | 24.27 |
| | | | | 401-274-0-3 05222026 | FY26 ANNUAL AGREEMENT - 956-401- | 2205406 \|550250\| | | 2026/12 | 79.46 |
| | | | | 665-752-0-2 05212026 | FY26 ANNUAL AGREEMENT 958-665-752- | 2205406 \|550250\| | | 2026/12 | 23.71 |
| | | | | 100-813-0-1 05222026 | FY26 ANNUAL AGREEMENT 954-100-813- | 2205400 \|550250\| | | 2026/12 | 732.50 |
| | | | | | | **Total For Check #** | **339457** | | **3,689.48** |
| 06/04/2026 | 339458 | 4935 | AMAZON.COM SALES INC | 1HWJ-M3TN-9J1Y | GLOVES FOR WATER RESOURCES | 2205404 \|560230\| | | 2026/12 | 89.90 |
| | | | | 1DPC-6V79-G91K | SHIRTS - RYAN BAZE | 2205115 \|560100\| | | 2026/12 | 557.71 |
| | | | | 1DPC-6V79-G91K | SHIRTS - RYAN BAZE | 2205120 \|560100\| | | 2026/12 | 652.69 |
| | | | | 1QVJ-JFKY-74GQ | POWER BANK FOR RYAN MOORE | 2205415 \|560410\| | | 2026/12 | 132.98 |
| | | | | 11H4-P1NW-993V | PW STOCK | 220 \|141000\| | | 2026/12 | 849.27 |
| | | | | 1K77-RLF6-RWC9 | Refrigerator - Sarah | 2205210 \|560240\| | | 2026/12 | 189.34 |
| | | | | 1V1J-F1GL-WGGV | Computer mouse | 2205400 \|560230\| | | 2026/12 | 31.99 |
| | | | | 14TK-P7TY-1Y6J | Safety vests | 2205200 \|560100\| | | 2026/12 | 45.56 |
| | | | | | | **Total For Check #** | **339458** | | **2,549.44** |
| 06/04/2026 | 339460 | 4929 | ANALYTICAL ENVIRONMENTAL | 105737 | 105737 05/22/2026 | 2205405 \|530340\| | | 2026/12 | 2,025.00 |
| | | | | | | **Total For Check #** | **339460** | | **2,025.00** |
| 06/04/2026 | 339461 | 4846 | APAC-CENTRAL, INC. | 7002454957 | BLANKET PO FOR AGGREGATE | 2205400 \|570150\| | 2254400 | 2026/12 | 877.22 |
| | | | | 7002438036 | BLANKET PO FOR AGGREGATE | 2205400 \|570150\| | 2254400 | 2026/12 | 1,716.27 |
| | | | | | | **Total For Check #** | **339461** | | **2,593.49** |

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|---|---|---|---|---|---|---|---|---|---|
| 06/04/2026 | 339465 | 945 | AYS LLC | 315826 | 315826 05/27/2026 | 2205403 \|540330\| | | 2026/12 | 108.00 |
| | | | | | | **Total For Check # 339465** | | | **108.00** |
| 06/04/2026 | 339472 | 4837 | BLACK & VEATCH | 6717461 | 2251390 | 2205010 \|530870\| | 2251390 | 2026/12 | 1,785.00 |
| | | | | 6717690 | 2251390 | 2205010 \|530870\| | 2251390 | 2026/12 | 2,990.00 |
| | | | | | | **Total For Check # 339472** | | | **4,775.00** |
| 06/04/2026 | 339475 | 3 | BRENNTAG | BSW698291 | BLANKET PO - CHLORINE | 2205405 \|560340\| | | 2026/12 | 2,261.98 |
| | | | | | | **Total For Check # 339475** | | | **2,261.98** |
| 06/04/2026 | 339476 | 19 | BROKEN ARROW ELECTRIC | S3492309.006 | BLANKET PO FOR MISC ELECTRICAL | 2205410 \|560230\| | | 2026/12 | 98.25 |
| | | | | S3492309.002 | BLANKET PO FOR MISC ELECTRICAL | 2205410 \|560230\| | | 2026/12 | 74.65 |
| | | | | S3483543.001 | BLANKET PO FOR MISC ELECTRICAL | 2205410 \|560230\| | | 2026/12 | 986.43 |
| | | | | S3492309.004 | BLANKET PO FOR MISC ELECTRICAL | 2205410 \|560230\| | | 2026/12 | 92.41 |
| | | | | S3492309.005 | BLANKET PO FOR MISC ELECTRICAL | 2205410 \|560230\| | | 2026/12 | 22.58 |
| | | | | S3492309.001 | BLANKET PO FOR MISC ELECTRICAL | 2205415 \|570180\| | 2654500 | 2026/12 | 1,802.52 |
| | | | | | | **Total For Check # 339476** | | | **3,076.84** |
| 06/04/2026 | 339482 | 2083 | CHEMTRADE CHEMICALS US | 90396294 | BLANKET PO FOR LIQUID AMMONIUM | 2205405 \|560340\| | | 2026/12 | 19,263.20 |
| | | | | | | **Total For Check # 339482** | | | **19,263.20** |
| 06/04/2026 | 339483 | 295 | CITY OF TULSA | 170425-2124599 05/26 | 170425-2124599 04/27/2026-5/26/2026 | 2205010 \|540300\| | | 2026/12 | 1,383.36 |
| | | | | | | **Total For Check # 339483** | | | **1,383.36** |
| 06/04/2026 | 339485 | 1391 | CLEAN THE UNIFORM CO | 52194322 | 52194322 05/22/2026 | 2205410 \|540310\| | | 2026/12 | 31.92 |
| | | | | 52194322 | 52194322 05/22/2026 | 2205410 \|540330\| | | 2026/12 | 0.68 |
| | | | | 52194322 | 52194322 05/22/2026 | 2205410 \|540330\| | | 2026/12 | 3.75 |
| | | | | 52194322 | 52194322 05/22/2026 | 2205410 \|540330\| | | 2026/12 | 9.75 |
| | | | | 52193839 | 52193839 05/20/2026 | 2205100 \|540330\| | | 2026/12 | 3.92 |
| | | | | 52191614 | 52191614 05/06/2026 | 2205100 \|540330\| | | 2026/12 | 3.92 |
| | | | | 52194317 | 52194317 05/22/2026 | 2205305 \|540310\| | | 2026/12 | 129.44 |
| | | | | 52194317 | 52194317 05/22/2026 | 2205305 \|540330\| | | 2026/12 | 13.50 |
| | | | | 52195438 | 52195438 05/29/2026 | 2205305 \|540310\| | | 2026/12 | 129.44 |
| | | | | 52195438 | 52195438 05/29/2026 | 2205305 \|540330\| | | 2026/12 | 13.50 |
| | | | | 52194948 | 52194948 05/27/2026 | 2205130 \|540310\| | | 2026/12 | 6.60 |
| | | | | 52194948 | 52194948 05/27/2026 | 2205120 \|540310\| | | 2026/12 | 91.15 |
| | | | | 52194948 | 52194948 05/27/2026 | 2205400 \|540310\| | | 2026/12 | 118.63 |
| | | | | 52194948 | 52194948 05/27/2026 | 2205415 \|540310\| | | 2026/12 | 91.63 |

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|---|---|---|---|---|---|---|---|---|---|
| | | | | 52194948 | 52194948 05/27/2026 | 2205406 \|540310\| | | 2026/12 | 39.22 |
| | | | | 52194948 | 52194948 05/27/2026 | 2205403 \|540310\| | | 2026/12 | 68.81 |
| | | | | 52194948 | 52194948 05/27/2026 | 2205115 \|540310\| | | 2026/12 | 35.48 |
| | | | | 52194948 | 52194948 05/27/2026 | 2205010 \|540310\| | | 2026/12 | 613.80 |
| | | | | 52194948 | 52194948 05/27/2026 | 2201700 \|540330\| | | 2026/12 | 3.90 |
| | | | | 52194948 | 52194948 05/27/2026 | 2205120 \|540330\| | | 2026/12 | 25.00 |
| | | | | 52194948 | 52194948 05/27/2026 | 2205400 \|540330\| | | 2026/12 | 9.48 |
| | | | | 52193840 | 52193840 05/20/2026 | 2205130 \|540310\| | | 2026/12 | 6.60 |
| | | | | 52193840 | 52193840 05/20/2026 | 2205120 \|540310\| | | 2026/12 | 87.24 |
| | | | | 52193840 | 52193840 05/20/2026 | 2205400 \|540310\| | | 2026/12 | 111.37 |
| | | | | 52193840 | 52193840 05/20/2026 | 2205415 \|540310\| | | 2026/12 | 91.63 |
| | | | | 52193840 | 52193840 05/20/2026 | 2205406 \|540310\| | | 2026/12 | 39.22 |
| | | | | 52193840 | 52193840 05/20/2026 | 2205403 \|540310\| | | 2026/12 | 68.81 |
| | | | | 52193840 | 52193840 05/20/2026 | 2205115 \|540310\| | | 2026/12 | 35.38 |
| | | | | 52193840 | 52193840 05/20/2026 | 2205010 \|540310\| | | 2026/12 | 601.21 |
| | | | | 52193840 | 52193840 05/20/2026 | 2201700 \|540330\| | | 2026/12 | 3.90 |
| | | | | 52193840 | 52193840 05/20/2026 | 2205120 \|540330\| | | 2026/12 | 25.00 |
| | | | | 52193840 | 52193840 05/20/2026 | 2205400 \|540330\| | | 2026/12 | 9.48 |
| | | | | | | **Total For Check # 339485** | | | **2,523.36** |
| 06/04/2026 | 339489 | 1270 | CORE & MAIN | V000040860 | 2" METERS FOR DERRIAL | 220 \|141000\| | | 2026/12 | 42,400.00 |
| | | | | J000019803 | STOCK ORDER FOR METERS- SOLE | 220 \|141000\| | | 2026/12 | 5,200.00 |
| | | | | V000041186 | PW STOCK ORDER | 220 \|141000\| | | 2026/12 | 1,637.50 |
| | | | | V000041155 | pw stock order | 220 \|141000\| | | 2026/12 | 1,202.70 |
| | | | | V000041137 | STOCK ITEMS UNDER ASIA PRICING | 220 \|141000\| | | 2026/12 | 2,095.32 |
| | | | | V000041173 | PW STOCK ORDER/ HYDRANTS ETC. | 220 \|141000\| | | 2026/12 | 117.24 |
| | | | | | | **Total For Check # 339489** | | | **52,652.76** |
| 06/04/2026 | 339490 | 882 | COX COMMUNICATIONS | 076689001 05242026 | FY26 ANNUAL AGREEMENT 001 6311 | 2205100 \|550540\| | | 2026/12 | 22.08 |
| | | | | 076689001 05242026 | FY26 ANNUAL AGREEMENT 001 6311 | 2205120 \|550540\| | | 2026/12 | 160.00 |
| | | | | 076689001 05242026 | FY26 ANNUAL AGREEMENT 001 6311 | 2205410 \|550540\| | | 2026/12 | 98.99 |
| | | | | | | **Total For Check # 339490** | | | **281.07** |
| 06/04/2026 | 339493 | 4681 | DANIEL BARRETT | 00118004132817 | 00118004132817 04/30/2026 | 2205305 \|560230\| | | 2026/11 | 95.92 |
| | | | | | | **Total For Check # 339493** | | | **95.92** |
| 06/04/2026 | 339499 | 2107 | EMPIRE PRINTING | 63898 | SHIRTS FOR DERRIEL BYNUM | 2205406 \|560100\| | | 2026/12 | 237.06 |
| | | | | | | **Total For Check # 339499** | | | **237.06** |

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|---|---|---|---|---|---|---|---|---|---|
| 06/04/2026 | 339500 | 399 | ENVIRONMENTAL | 061018 | Replacement pump parts | 2205410 \|560450\| | | 2026/12 | 334.10 |
| | | | | | | **Total For Check # 339500** | | | **334.10** |
| 06/04/2026 | 339504 | 4110 | FLEET FUELS LLC | SI-87128 | SI-87128 05/21/2026 | 220 \|143015\| | | 2026/12 | 19,569.46 |
| | | | | | | **Total For Check # 339504** | | | **19,569.46** |
| 06/04/2026 | 339505 | 900 | FORTILINE INC | 7351961 | PW STOCK ORDER | 220 \|141000\| | | 2026/12 | 1,967.76 |
| | | | | | | **Total For Check # 339505** | | | **1,967.76** |
| 06/04/2026 | 339508 | 153 | GELLCO UNIFORMS & SHOES | 00309848 | BLANKET PO FOR UNIFORMS/BOOTS | 2205010 \|560100\| | | 2026/12 | 152.99 |
| | | | | 00309148 | BLANKET PO FOR UNIFORMS/BOOTS | 2205200 \|560100\| | | 2026/12 | 188.99 |
| | | | | 00309149 | BLANKET PO FOR UNIFORMS/BOOTS | 2205010 \|560100\| | | 2026/12 | 188.99 |
| | | | | 00309764 | BLANKET PO FOR UNIFORMS/BOOTS | 2205415 \|560100\| | | 2026/12 | 200.00 |
| | | | | 00309763 | BLANKET PO FOR UNIFORMS/BOOTS | 2205010 \|560100\| | | 2026/12 | 200.00 |
| | | | | | | **Total For Check # 339508** | | | **930.97** |
| 06/04/2026 | 339511 | 4054 | GK TECHSTAR LLC | 363046 | Yokogawa FU-20 ORP Probes | 2205410 \|560450\| | | 2026/12 | 1,962.63 |
| | | | | | | **Total For Check # 339511** | | | **1,962.63** |
| 06/04/2026 | 339513 | 5680 | NATHAN GOODACRE | 2610 | 2610 06/01/2026 | 2205305 \|540280\| | | 2026/12 | 6,823.00 |
| | | | | | | **Total For Check # 339513** | | | **6,823.00** |
| 06/04/2026 | 339514 | 5026 | DALE GRAHAM | 332 | 332 05/18/2026 | 2205405 \|540070\| | | 2026/12 | 2,087.00 |
| | | | | | | **Total For Check # 339514** | | | **2,087.00** |
| 06/04/2026 | 339515 | 77 | GRAND RIVER DAM AUTHORITY | 1610 | 1610 04/02/2026 | 2205405 \|550940\| | | 2026/12 | 180.20 |
| | | | | | | **Total For Check # 339515** | | | **180.20** |
| 06/04/2026 | 339517 | 106 | HACH COMPANY | 15007288 | BLANKET PO CHEM/LAB SUPPLIES | 2205404 \|560340\| | | 2026/12 | 826.60 |
| | | | | 15011931 | BLANKET PO CHEM/LAB SUPPLIES | 2205410 \|560340\| | | 2026/12 | 1,631.01 |
| | | | | 14995621 | Preventative Maintenance for Water Testing | 2205404 \|540290\| | | 2026/12 | 1,132.25 |
| | | | | 14995621 | Preventative Maintenance for Water Testing | 2205404 \|540330\| | | 2026/12 | 660.05 |
| | | | | | | **Total For Check # 339517** | | | **4,249.91** |
| 06/04/2026 | 339518 | 4111 | HAMPSHIRE INDUSTRIAL | 260537 | 260537 05/18/2026 | 2205405 \|540550\| | | 2026/12 | 334.00 |
| | | | | | | **Total For Check # 339518** | | | **334.00** |

**City of Broken Arrow**
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| CHECK DATE | CHECK # | VENDOR NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 06/04/2026 | 339520 | 1144 HDR, INC | 1200825603 | 2554690 Waste Water Master Plan Update | 2205415 \|570160\| | 2554690 | 2026/12 | 7,712.37 |
| | | | 1200825167 | Windsor Lift Station S.26030 | 2205415 \|570160\| | S.26030 | 2026/12 | 17,846.35 |
| | | | 1200812934 | Windsor Lift Station S.26030 | 2205415 \|570160\| | S.26030 | 2026/12 | 15,759.95 |
| | | | | | **Total For Check # 339520** | | | **41,318.67** |
| 06/04/2026 | 339522 | 5196 HOFFMAN AUTOMOTIVE | 8093 | LIFT INSPECTIONS - BRIAN | 2205120 \|540290\| | | 2026/12 | 1,169.00 |
| | | | | | **Total For Check # 339522** | | | **1,169.00** |
| 06/04/2026 | 339525 | 3537 J & J BOWERS LAWN CARE | 262905 | BAMA APPROVED 05/05/26 - MOWING | 2205400 \|540280\| | | 2026/12 | 1,627.50 |
| | | | 262905 | BAMA APPROVED 05/05/26 - MOWING | 2205415 \|540280\| | | 2026/12 | 1,627.50 |
| | | | 52926 | 52926 05/29/2026 | 2205305 \|540280\| | | 2026/12 | 6,285.00 |
| | | | | | **Total For Check # 339525** | | | **9,540.00** |
| 06/04/2026 | 339526 | 5131 KEVIN BEHE | 16254 | CITY COUNCIL 07/14/25 | 2205100 \|540070\| | | 2026/12 | 1.91 |
| | | | 16254 | CITY COUNCIL 07/14/25 | 2205120 \|540070\| | | 2026/12 | 0.76 |
| | | | 16254 | CITY COUNCIL 07/14/25 | 2205305 \|540070\| | | 2026/12 | 0.57 |
| | | | 16254 | CITY COUNCIL 07/14/25 | 2205410 \|540070\| | | 2026/12 | 8.97 |
| | | | 16252 | CITY COUNCIL 07/14/25 | 2205100 \|540070\| | | 2026/12 | 0.96 |
| | | | 16252 | CITY COUNCIL 07/14/25 | 2205120 \|540070\| | | 2026/12 | 0.38 |
| | | | 16252 | CITY COUNCIL 07/14/25 | 2205305 \|540070\| | | 2026/12 | 0.29 |
| | | | 16252 | CITY COUNCIL 07/14/25 | 2205410 \|540070\| | | 2026/12 | 4.48 |
| | | | 16424 | CITY COUNCIL 07/14/25 | 2205100 \|540070\| | | 2026/12 | 0.96 |
| | | | 16424 | CITY COUNCIL 07/14/25 | 2205120 \|540070\| | | 2026/12 | 0.38 |
| | | | 16424 | CITY COUNCIL 07/14/25 | 2205305 \|540070\| | | 2026/12 | 0.28 |
| | | | 16424 | CITY COUNCIL 07/14/25 | 2205410 \|540070\| | | 2026/12 | 4.48 |
| | | | 16423 | CITY COUNCIL 07/14/25 | 2205100 \|540070\| | | 2026/12 | 1.19 |
| | | | 16423 | CITY COUNCIL 07/14/25 | 2205120 \|540070\| | | 2026/12 | 0.48 |
| | | | 16423 | CITY COUNCIL 07/14/25 | 2205305 \|540070\| | | 2026/12 | 0.36 |
| | | | 16423 | CITY COUNCIL 07/14/25 | 2205410 \|540070\| | | 2026/12 | 5.61 |
| | | | 16263 | CITY COUNCIL 07/14/25 | 2205100 \|540070\| | | 2026/12 | 0.72 |
| | | | 16263 | CITY COUNCIL 07/14/25 | 2205120 \|540070\| | | 2026/12 | 0.28 |
| | | | 16263 | CITY COUNCIL 07/14/25 | 2205305 \|540070\| | | 2026/12 | 0.21 |
| | | | 16263 | CITY COUNCIL 07/14/25 | 2205410 \|540070\| | | 2026/12 | 3.36 |
| | | | | | **Total For Check # 339526** | | | **36.63** |
| 06/04/2026 | 339527 | 2004 KIMLEY-HORN & ASSOCIATES | 061292300-0426 | 091537 | 2205400 \|570160\| | 165424 | 2026/12 | 8,200.00 |
| | | | | | **Total For Check # 339527** | | | **8,200.00** |

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| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 06/04/2026 | 339528 | 124 | KIMS INTERNATIONAL | 0156745-IN | BLANKET PO - MISC. FITTINGS | 2205305 \|560230\| | | 2026/12 | 107.40 |
| | | | | 0156088-IN | BLANKET PO - MISC. FITTINGS | 2205305 \|560230\| | | 2026/12 | 37.18 |
| | | | | | | **Total For Check # 339528** | | | **144.58** |
| 06/04/2026 | 339534 | 131 | LOCKE SUPPLY COMPANY | 57631046-00 | BLANKET PO FOR PLUMBING & | 2205400 \|560380\| | | 2026/12 | 42.02 |
| | | | | | | **Total For Check # 339534** | | | **42.02** |
| 06/04/2026 | 339536 | 1710 | LOT MAINTENANCE OF | 043880 | LOT MAINTENANCE OF OKLAHOMA, INC | 2205415 \|540280\| | | 2026/12 | 1,800.00 |
| | | | | | | **Total For Check # 339536** | | | **1,800.00** |
| 06/04/2026 | 339537 | 136 | MAGIC REFRIGERATION | 0060705-IN | Sensor for ice machine | 2205410 \|560180\| | | 2026/12 | 73.38 |
| | | | | | | **Total For Check # 339537** | | | **73.38** |
| 06/04/2026 | 339538 | 225 | MCGUIRE BROTHERS | 1-FINAL | EMERGENCY REPAIR ASSISTANCE AT | 2205415 \|540280\| | | 2026/12 | 40,000.00 |
| | | | | | | **Total For Check # 339538** | | | **40,000.00** |
| 06/04/2026 | 339539 | 1592 | MORTON SALT INC | 5404274097 | BLANKET PO FOR WTP SALT | 2205405 \|560340\| | | 2026/12 | 9,151.94 |
| | | | | 5404294957 | BLANKET PO FOR WTP SALT | 2205405 \|560340\| | | 2026/12 | 8,961.03 |
| | | | | | | **Total For Check # 339539** | | | **18,112.97** |
| 06/04/2026 | 339542 | 25 | NAPA AUTO PARTS | 026449 | 0620805 | 2205010 \|560200\| | | 2026/12 | 244.68 |
| | | | | 026456 | S636088040611R | 2205010 \|560200\| | | 2026/12 | 424.29 |
| | | | | 026456 | | 2205010 \|560200\| | | 2026/12 | 35.00 |
| | | | | 026458 | K097850SCBXW | 2205010 \|560200\| | | 2026/12 | -907.06 |
| | | | | 026458 | K097851SCBXW | 2205010 \|560200\| | | 2026/12 | -907.06 |
| | | | | 026459 | 388BDM | 2205010 \|560190\| | | 2026/12 | 1,193.36 |
| | | | | 026460 | 388BDM | 2205010 \|560190\| | | 2026/12 | 1,193.36 |
| | | | | 026461 | 366BDM | 2205010 \|560190\| | | 2026/12 | 1,581.88 |
| | | | | 026462 | 388BDM | 2205010 \|560190\| | | 2026/12 | 2,386.72 |
| | | | | 026463 | TOYO556640 | 2205010 \|560190\| | | 2026/12 | 1,905.04 |
| | | | | 026464 | TOYO556640 | 2205010 \|560190\| | | 2026/12 | 952.52 |
| | | | | 26475 | TOYO556790 | 2205010 \|560190\| | | 2026/12 | 2,236.00 |
| | | | | 26476 | 23871486 | 2205010 \|560200\| | | 2026/12 | 423.38 |
| | | | | 26476 | 24147225 | 2205010 \|560200\| | | 2026/12 | 505.96 |
| | | | | 26481 | 5566887 | 2205403 \|560200\| | | 2026/12 | 1,579.07 |
| | | | | 26503 | SR2000007 | 2205010 \|560200\| | | 2026/12 | 343.68 |
| | | | | 26295 | GBADP1369 | 2205010 \|560200\| | | 2026/12 | 193.60 |
| | | | | 26300 | R256170004R | 2205010 \|560200\| | | 2026/12 | 825.10 |

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|---|---|---|---|---|---|---|---|---|
| | | | 26301 | P276222 | 2205010 \|560200\| | | 2026/12 | 374.88 |
| | | | 026627 | 7730 | 2205305 \|560200\| | | 2026/12 | 5.98 |
| | | | 026627 | 3635819 | 2205305 \|560200\| | | 2026/12 | 33.49 |
| | | | 026627 | 9462 | 2205305 \|560200\| | | 2026/12 | 28.82 |
| | | | 026627 | 9463 | 2205305 \|560200\| | | 2026/12 | 34.84 |
| | | | 026627 | 15W40BULK | 2205305 \|560210\| | | 2026/12 | 63.15 |
| | | | 026635 | MTP65HD | 2205305 \|560200\| | | 2026/12 | 267.56 |
| | | | 026640 | 1BP02282AA | 2205115 \|560200\| | | 2026/12 | 350.00 |
| | | | 026645 | 4579 | 2205400 \|560200\| | | 2026/12 | 7.11 |
| | | | 026645 | 300579 | 2205400 \|560200\| | | 2026/12 | 34.20 |
| | | | 026645 | 600255NP | 2205400 \|560200\| | | 2026/12 | 40.89 |
| | | | 026645 | 7620 | 2205400 \|560200\| | | 2026/12 | 6.59 |
| | | | 026645 | 6930 | 2205400 \|560200\| | | 2026/12 | 22.76 |
| | | | 026645 | 15W40BULK | 2205400 \|560210\| | | 2026/12 | 63.15 |
| | | | 026650 | 59801 | 2205010 \|560200\| | | 2026/12 | 1,753.08 |
| | | | 026650 | | 2205010 \|560200\| | | 2026/12 | 103.48 |
| | | | 026650 | | 2205010 \|560200\| | | 2026/12 | 550.00 |
| | | | 026655 | F244465STEEL | 2205410 \|560190\| | | 2026/12 | 1,340.64 |
| | | | 026012 | 962 | 2205120 \|560030\| | | 2026/12 | 397.72 |
| | | | 026014 | 2272926 | 2205010 \|560200\| | | 2026/12 | 141.82 |
| | | | 026014 | 2253989 | 2205010 \|560200\| | | 2026/12 | 69.56 |
| | | | 026014 | 6771 | 2205010 \|560200\| | | 2026/12 | 48.06 |
| | | | 026014 | 6770 | 2205010 \|560200\| | | 2026/12 | 78.23 |
| | | | 026014 | 15W40BULK | 2205010 \|560210\| | | 2026/12 | 143.14 |
| | | | 026015 | 1748XD | 2205010 \|560200\| | | 2026/12 | 33.74 |
| | | | 026015 | 119789 | 2205010 \|560200\| | | 2026/12 | 66.41 |
| | | | 026015 | 6870 | 2205010 \|560200\| | | 2026/12 | 54.41 |
| | | | 026015 | 4479 | 2205010 \|560200\| | | 2026/12 | 8.88 |
| | | | 026015 | 601057 | 2205010 \|560200\| | | 2026/12 | 81.15 |
| | | | 026015 | 6871 | 2205010 \|560200\| | | 2026/12 | 50.88 |
| | | | 026015 | 15W40BULK | 2205010 \|560210\| | | 2026/12 | 109.46 |
| | | | 026016 | 400316 | 2205010 \|560200\| | | 2026/12 | 19.33 |
| | | | 026016 | 3128 | 2205010 \|560200\| | | 2026/12 | 21.56 |
| | | | 026016 | 600185 | 2205010 \|560200\| | | 2026/12 | 26.47 |
| | | | 026016 | 6932 | 2205010 \|560200\| | | 2026/12 | 32.41 |
| | | | 026016 | 15W40BULK | 2205010 \|560210\| | | 2026/12 | 46.31 |
| | | | 026020 | 2253989 | 2205010 \|560200\| | | 2026/12 | 69.56 |
| | | | 026020 | 2272926 | 2205010 \|560200\| | | 2026/12 | 141.82 |

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|---|---|---|---|---|---|---|---|---|
| | | | 026020 | 6771 | 2205010 \|560200\| | | 2026/12 | 48.06 |
| | | | 026020 | 6770 | 2205010 \|560200\| | | 2026/12 | 78.23 |
| | | | 026020 | 15W40BULK | 2205010 \|560210\| | | 2026/12 | 143.14 |
| | | | 026021 | SG03020014 | 2205010 \|560200\| | | 2026/12 | 26.11 |
| | | | 026021 | 29558329 | 2205010 \|560200\| | | 2026/12 | 128.38 |
| | | | 026021 | 4329012482 | 2205010 \|560200\| | | 2026/12 | 114.67 |
| | | | 026021 | HDATFBULK | 2205010 \|560210\| | | 2026/12 | 243.46 |
| | | | 026026 | 526488 | 2205010 \|560200\| | | 2026/12 | 188.89 |
| | | | 026029 | X002S3FFYT | 2205120 \|560230\| | | 2026/12 | 147.77 |
| | | | 026030 | 126496 | 2205405 \|560210\| | | 2026/12 | 254.43 |
| | | | 026211 | 47972HC | 2205410 \|560200\| | | 2026/12 | 523.29 |
| | | | 026211 | | 2205410 \|560200\| | | 2026/12 | 18.53 |
| | | | 026215 | F244465DUEL | 2205010 \|560190\| | | 2026/12 | 1,354.88 |
| | | | 026228 | 006429201AB | 2205125 \|560200\| | | 2026/12 | 1,743.26 |
| | | | 026228 | 006429202AB | 2205125 \|560200\| | | 2026/12 | -1,407.02 |
| | | | 026234 | 29558329 | 2205010 \|560200\| | | 2026/12 | 128.38 |
| | | | 026234 | 1729 | 2205010 \|560200\| | | 2026/12 | 80.79 |
| | | | 026234 | 2469 | 2205010 \|560200\| | | 2026/12 | 20.01 |
| | | | 026234 | 9047902 | 2205010 \|560200\| | | 2026/12 | 76.04 |
| | | | 026234 | 950011K | 2205010 \|560200\| | | 2026/12 | 31.20 |
| | | | 026234 | HDATFBULK | 2205010 \|560210\| | | 2026/12 | 5.18 |
| | | | 026234 | 85W140BULK | 2205010 \|560210\| | | 2026/12 | 5.63 |
| | | | 026235 | 9082 | 2205010 \|560200\| | | 2026/12 | 12.79 |
| | | | 026235 | PF46235 | 2205010 \|560200\| | | 2026/12 | 39.17 |
| | | | 026235 | 1748XD | 2205010 \|560200\| | | 2026/12 | 33.74 |
| | | | 026235 | 500925 | 2205010 \|560200\| | | 2026/12 | 114.31 |
| | | | 026235 | 9520 | 2205010 \|560200\| | | 2026/12 | 45.39 |
| | | | 026235 | 15W40BULK | 2205010 \|560210\| | | 2026/12 | 92.62 |
| | | | 026240 | FR11110 | 2205010 \|560200\| | | 2026/12 | 11.41 |
| | | | 026240 | FF63041NN | 2205010 \|560200\| | | 2026/12 | 49.93 |
| | | | 026240 | K371017 | 2205010 \|560200\| | | 2026/12 | 78.92 |
| | | | 026240 | 1748XD | 2205010 \|560200\| | | 2026/12 | 33.74 |
| | | | 026240 | 6771 | 2205010 \|560200\| | | 2026/12 | 48.06 |
| | | | 026240 | 6770 | 2205010 \|560200\| | | 2026/12 | 78.23 |
| | | | 026240 | 15W40BULK | 2205010 \|560210\| | | 2026/12 | 147.35 |
| | | | 26361 | R256170004R | 2205010 \|560200\| | | 2026/12 | -825.10 |
| | | | 26366 | 388BDM | 2205010 \|560190\| | | 2026/12 | 298.34 |
| | | | 26367 | 388BDM | 2205010 \|560190\| | | 2026/12 | 1,193.36 |

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|---|---|---|---|---|---|---|---|---|
| | | | 26369 | 7000040205 | 2205305 \|560210\| | | 2026/12 | 195.42 |
| | | | 26370 | 789DEF | 2205010 \|560210\| | | 2026/12 | 1,022.12 |
| | | | 26373 | 3965 | 2205401 \|560200\| | | 2026/12 | 30.93 |
| | | | 26373 | 600564 | 2205401 \|560200\| | | 2026/12 | 33.61 |
| | | | 26373 | 500705 | 2205401 \|560200\| | | 2026/12 | 68.09 |
| | | | 26373 | 7182 | 2205401 \|560200\| | | 2026/12 | 10.55 |
| | | | 26373 | 15W40BULK | 2205401 \|560210\| | | 2026/12 | 67.36 |
| | | | 26374 | 46AWBULK | 2205010 \|560210\| | | 2026/12 | 179.80 |
| | | | 26379 | PW66KSTFC3 | 2205120 \|560230\| | | 2026/12 | 194.44 |
| | | | 26380 | 2718 | 2205010 \|560200\| | | 2026/12 | 270.00 |
| | | | 26383 | 68518028AB | 2205200 \|560200\| | | 2026/12 | 197.06 |
| | | | 26384 | 4893177AD | 2205115 \|560200\| | | 2026/12 | 182.50 |
| | | | 26385 | 802948BXW | 2205010 \|560200\| | | 2026/12 | 44.33 |
| | | | 26385 | | 2205010 \|560200\| | | 2026/12 | 95.00 |
| | | | 26386 | 49162633PP | 2205406 \|560230\| | | 2026/12 | 691.34 |
| | | | 26386 | 49162634P | 2205406 \|560230\| | | 2026/12 | 611.92 |
| | | | 26387 | R566040 | 2205010 \|560200\| | | 2026/12 | 51.83 |
| | | | 26387 | R561114R | 2205010 \|560200\| | | 2026/12 | 139.12 |
| | | | 26387 | R566038R | 2205010 \|560200\| | | 2026/12 | 228.72 |
| | | | 26387 | 20180392000 | 2205010 \|560200\| | | 2026/12 | 109.38 |
| | | | 26387 | 20180390830 | 2205010 \|560200\| | | 2026/12 | 71.88 |
| | | | 26387 | 20180390930 | 2205010 \|560200\| | | 2026/12 | 51.29 |
| | | | 26387 | HWC09058 | 2205010 \|560200\| | | 2026/12 | 9.68 |
| | | | 26387 | HWC06225 | 2205010 \|560200\| | | 2026/12 | 9.28 |
| | | | 26389 | P496011 | 2205010 \|560200\| | | 2026/12 | 157.22 |
| | | | 26389 | 453107S | 2205010 \|560200\| | | 2026/12 | -21.89 |
| | | | 26390 | 603690 | 2205210 \|560200\| | | 2026/12 | 194.44 |
| | | | | | **Total For Check #** | **339542** | | **31,232.05** |
| 06/04/2026 | 339543 | | 26471 | 1372 | 2205120 \|560200\| | | 2026/12 | 4.25 |
| | | | 26471 | 9883 | 2205120 \|560200\| | | 2026/12 | 12.73 |
| | | | 26471 | 115 | 2205120 \|560210\| | | 2026/12 | 15.50 |
| | | | 26471 | 5W30BULK | 2205120 \|560210\| | | 2026/12 | 26.67 |
| | | | 26477 | 527362 | 2205120 \|560230\| | | 2026/12 | 55.54 |
| | | | 26479 | 1372 | 2205120 \|560200\| | | 2026/12 | 4.25 |
| | | | 26479 | 6418 | 2205120 \|560200\| | | 2026/12 | 13.61 |
| | | | 26479 | 5W20BULK | 2205120 \|560210\| | | 2026/12 | 28.92 |
| | | | 26499 | 230266 | 2205400 \|560200\| | | 2026/12 | 10.91 |

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|---|---|---|---|---|---|---|---|---|
| | | | 26499 | 1372 | 2205400 \|560200\| | | 2026/12 | 4.25 |
| | | | 26499 | 7043010 | 2205400 \|560200\| | | 2026/12 | 20.05 |
| | | | 26499 | 5W30BULK | 2205400 \|560210\| | | 2026/12 | 30.48 |
| | | | 26499 | 115 | 2205400 \|560210\| | | 2026/12 | 15.50 |
| | | | 26499 | RTU1EXT | 2205400 \|560210\| | | 2026/12 | 8.61 |
| | | | 26500 | 4946823 | 2205403 \|560200\| | | 2026/12 | 45.71 |
| | | | 26502 | S186032501R | 2205010 \|560200\| | | 2026/12 | 57.61 |
| | | | 26514 | DL610 | 2205120 \|560230\| | | 2026/12 | 80.20 |
| | | | 26285 | 889787 | 2205010 \|560210\| | | 2026/12 | 73.50 |
| | | | 26286 | 4211 | 2205410 \|560200\| | | 2026/12 | 14.22 |
| | | | 26286 | 100255 | 2205410 \|560200\| | | 2026/12 | 4.25 |
| | | | 26286 | 200942 | 2205410 \|560200\| | | 2026/12 | 15.75 |
| | | | 26286 | 5W30BULK | 2205410 \|560210\| | | 2026/12 | 30.48 |
| | | | 26286 | 115 | 2205410 \|560210\| | | 2026/12 | 15.50 |
| | | | 26286 | 2413 | 2205410 \|560230\| | | 2026/12 | 6.66 |
| | | | 26288 | K597597530 | 2205410 \|560200\| | | 2026/12 | 111.43 |
| | | | 26289 | 46AWBULK | 2205010 \|560210\| | | 2026/12 | 108.50 |
| | | | 26290 | HLK2049 | 2205010 \|560200\| | | 2026/12 | 61.44 |
| | | | 26291 | 7060 | 2205200 \|560200\| | | 2026/12 | 4.25 |
| | | | 26291 | 4579 | 2205200 \|560200\| | | 2026/12 | 7.11 |
| | | | 26291 | 2725 | 2205200 \|560200\| | | 2026/12 | 15.92 |
| | | | 26291 | 115 | 2205200 \|560210\| | | 2026/12 | 15.50 |
| | | | 26291 | 5W20BULK | 2205200 \|560210\| | | 2026/12 | 33.74 |
| | | | 26299 | 318524 | 2205120 \|560230\| | | 2026/12 | 30.97 |
| | | | 26302 | BF250386 | 2205010 \|560200\| | | 2026/12 | 53.34 |
| | | | 26302 | 889787 | 2205010 \|560210\| | | 2026/12 | 44.10 |
| | | | 26311 | JC3Z2661203AC | 2205010 \|560200\| | | 2026/12 | 94.40 |
| | | | 26315 | 798702 | 2205210 \|560200\| | | 2026/12 | 113.31 |
| | | | 26319 | 527897 | 2205010 \|560200\| | | 2026/12 | 49.17 |
| | | | 026622 | 46AWBULK | 2205010 \|560210\| | | 2026/12 | 93.00 |
| | | | 026624 | 6930 | 2205415 \|560200\| | | 2026/12 | 22.76 |
| | | | 026624 | 7060 | 2205415 \|560200\| | | 2026/12 | 4.25 |
| | | | 026624 | 4579 | 2205415 \|560200\| | | 2026/12 | 7.11 |
| | | | 026624 | 115 | 2205410 \|560210\| | | 2026/12 | 15.50 |
| | | | 026624 | 112628 | 2205410 \|560210\| | | 2026/12 | 14.28 |
| | | | 026624 | 120760 | 2205410 \|560210\| | | 2026/12 | 34.99 |
| | | | 026628 | 4215481 | 2205305 \|560200\| | | 2026/12 | 80.83 |
| | | | 026633 | 502 | 2205400 \|560230\| | | 2026/12 | 45.44 |

City of Broken Arrow
Check Register by Fund

| CHECK DATE | CHECK # | VENDOR NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| | | | 026642 | 4889628 | 2205305 \|560230\| | | 2026/12 | 35.52 |
| | | | 026646 | 6403 | 2205010 \|560200\| | | 2026/12 | 38.89 |
| | | | 026656 | 1372 | 2205115 \|560200\| | | 2026/12 | 4.25 |
| | | | 026656 | 9883 | 2205115 \|560200\| | | 2026/12 | 12.73 |
| | | | 026656 | 115 | 2205115 \|560210\| | | 2026/12 | 15.50 |
| | | | 026656 | 5W20BULK | 2205115 \|560210\| | | 2026/12 | 33.74 |
| | | | 026658 | 528565 | 2205010 \|560200\| | | 2026/12 | 40.67 |
| | | | 026660 | 46AWBULK | 2205305 \|560210\| | | 2026/12 | 31.00 |
| | | | 026662 | 7000073577 | 2205410 \|560200\| | | 2026/12 | 6.68 |
| | | | 026662 | PH387TC4 | 2205410 \|560200\| | | 2026/12 | 39.06 |
| | | | 026662 | PH1J74344 | 2205410 \|560200\| | | 2026/12 | 75.18 |
| | | | 025986 | 70065 | 2205130 \|560210\| | | 2026/12 | 14.56 |
| | | | 025986 | 70064 | 2205130 \|560210\| | | 2026/12 | 16.07 |
| | | | 025986 | 40510DAD | 2205130 \|560210\| | | 2026/12 | 32.21 |
| | | | 025986 | 40510D | 2205130 \|560210\| | | 2026/12 | 41.82 |
| | | | 025986 | R19457 | 2205130 \|560210\| | | 2026/12 | 6.12 |
| | | | 025997 | 100255 | 2205400 \|560200\| | | 2026/12 | 4.25 |
| | | | 025997 | 4211 | 2205400 \|560200\| | | 2026/12 | 14.22 |
| | | | 025997 | 200941 | 2205400 \|560200\| | | 2026/12 | 12.97 |
| | | | 025997 | 20811 | 2205400 \|560210\| | | 2026/12 | 24.39 |
| | | | 025997 | 115 | 2205400 \|560210\| | | 2026/12 | 15.50 |
| | | | 025997 | 0W20BULK | 2205400 \|560210\| | | 2026/12 | 28.64 |
| | | | 026000 | B417 | 2205205 \|560200\| | | 2026/12 | 70.00 |
| | | | 026000 | 502 | 2205205 \|560200\| | | 2026/12 | 45.44 |
| | | | 026002 | 502 | 2205400 \|560200\| | | 2026/12 | 45.44 |
| | | | 026011 | 85115768 | 2205305 \|560200\| | | 2026/12 | 32.46 |
| | | | 026024 | 281713 | 2205115 \|560200\| | | 2026/12 | 92.23 |
| | | | 026025 | X0039J15TP | 2205120 \|560230\| | | 2026/12 | 48.88 |
| | | | 026027 | 526645 | 2205120 \|560230\| | | 2026/12 | 33.34 |
| | | | 026210 | RAV5061011 | 2205210 \|560200\| | | 2026/12 | 63.77 |
| | | | 026210 | | 2205210 \|560200\| | | 2026/12 | 49.28 |
| | | | 026212 | HDRTU1GAL | 2205210 \|560210\| | | 2026/12 | 51.48 |
| | | | 026214 | MT26 | 2205403 \|560200\| | | 2026/12 | 125.02 |
| | | | 026221 | 1135 | 2205120 \|560230\| | | 2026/12 | 36.14 |
| | | | 026222 | 9080XL | 2205120 \|560230\| | | 2026/12 | 15.56 |
| | | | 026224 | 7060 | 2205120 \|560200\| | | 2026/12 | 4.25 |
| | | | 026224 | 4579 | 2205120 \|560200\| | | 2026/12 | 7.11 |
| | | | 026224 | 2725 | 2205120 \|560200\| | | 2026/12 | 15.92 |

City of Broken Arrow
Check Register by Fund

| CHECK DATE | CHECK # | VENDOR NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| | | | 026224 | 115 | 2205120 \|560210\| | | 2026/12 | 15.50 |
| | | | 026224 | 5W20BULK | 2205120 \|560210\| | | 2026/12 | 28.92 |
| | | | 026237 | 7060 | 2205010 \|560200\| | | 2026/12 | 4.25 |
| | | | 026237 | 4579 | 2205010 \|560200\| | | 2026/12 | 7.11 |
| | | | 026237 | 2725 | 2205010 \|560200\| | | 2026/12 | 15.92 |
| | | | 026237 | 115 | 2205010 \|560210\| | | 2026/12 | 15.50 |
| | | | 026237 | 5W20BULK | 2205010 \|560210\| | | 2026/12 | 33.74 |
| | | | 026239 | 600564 | 2205010 \|560200\| | | 2026/12 | 33.61 |
| | | | 026242 | 13039 | 2205120 \|560230\| | | 2026/12 | 40.08 |
| | | | 026247 | K181267BXW | 2205010 \|560200\| | | 2026/12 | 82.78 |
| | | | 026250 | 600564 | 2205010 \|560200\| | | 2026/12 | -33.61 |
| | | | 026253 | 334024 | 2205400 \|560230\| | | 2026/12 | 101.66 |
| | | | 026257 | 6567620 | 2205400 \|560200\| | | 2026/12 | 24.84 |
| | | | 026257 | 6737325 | 2205400 \|560200\| | | 2026/12 | 86.16 |
| | | | 022487 | 235273 2060 | 2205415 \|560200\| | | 2026/12 | -38.34 |
| | | | 022485 | 235275 2060 | 2205415 \|560200\| | | 2026/12 | -41.96 |
| | | | 26363 | 7000040201 | 2205305 \|560210\| | | 2026/12 | 41.86 |
| | | | 26365 | 115 | 2205120 \|560200\| | | 2026/12 | 15.50 |
| | | | 26365 | 7060 | 2205120 \|560200\| | | 2026/12 | 4.25 |
| | | | 26365 | 4579 | 2205120 \|560200\| | | 2026/12 | 7.11 |
| | | | 26365 | 5W20BULK | 2205120 \|560210\| | | 2026/12 | 33.74 |
| | | | 26371 | 781385 | 2205210 \|560200\| | | 2026/12 | 73.94 |
| | | | | | **Total For Check #** | **339543** | | **3,489.34** |
| 06/04/2026 | 339544 | | 026441 | 789DEF | 2205403 \|560210\| | | 2026/12 | 11.11 |
| | | | 026442 | 789DEF | 2205010 \|560210\| | | 2026/12 | 11.11 |
| | | | 026444 | 49009 | 2205010 \|560230\| | | 2026/12 | 10.28 |
| | | | 026447 | 810022 | 2205010 \|560200\| | | 2026/12 | 25.92 |
| | | | 026448 | AHDWMPHDC1 | 2205200 \|560230\| | | 2026/12 | 7.93 |
| | | | 026448 | 75130 | 2205200 \|560230\| | | 2026/12 | 2.83 |
| | | | 026448 | SW050 | 2205200 \|560230\| | | 2026/12 | 3.32 |
| | | | 026453 | 34874 | 2205010 \|560230\| | | 2026/12 | 4.81 |
| | | | 026454 | 7701755 | 2205403 \|560230\| | | 2026/12 | 10.60 |
| | | | 026465 | HDRTU1GAL | 2205210 \|560210\| | | 2026/12 | 8.58 |
| | | | 026467 | 4933235 | 2205403 \|560200\| | | 2026/12 | 5.37 |
| | | | 26472 | 7938 | 2205120 \|560200\| | | 2026/12 | 3.43 |
| | | | 26473 | 2413 | 2205115 \|560230\| | | 2026/12 | 3.33 |
| | | | 26473 | 26PB | 2205115 \|560230\| | | 2026/12 | 10.43 |

City of Broken Arrow
Check Register by Fund

| CHECK DATE | CHECK # | VENDOR NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| | | | 26474 | 2413 | 2205010 \|560230\| | | 2026/12 | 3.33 |
| | | | 26480 | 75530 | 2205210 \|560210\| | | 2026/12 | 4.91 |
| | | | 26487 | 4325P | 2205400 \|560230\| | | 2026/12 | 30.22 |
| | | | 26493 | 75190 | 2205120 \|560230\| | | 2026/12 | 14.84 |
| | | | 26501 | 4934278 | 2205403 \|560200\| | | 2026/12 | 17.15 |
| | | | 26504 | 6011G | 2205120 \|560200\| | | 2026/12 | 8.87 |
| | | | 26511 | 4934278 | 2205403 \|560200\| | | 2026/12 | 3.43 |
| | | | 26512 | 1372 | 2205120 \|560200\| | | 2026/12 | -4.25 |
| | | | 26512 | 6418 | 2205120 \|560200\| | | 2026/12 | -13.61 |
| | | | 26513 | X004OG5EXP | 2205120 \|560230\| | | 2026/12 | 26.99 |
| | | | 26284 | PKA0F3 | 2205130 \|560230\| | | 2026/12 | 3.64 |
| | | | 26287 | 85224 | 2205010 \|560230\| | | 2026/12 | 25.78 |
| | | | 26296 | 7481 | 2205010 \|560230\| | | 2026/12 | 3.38 |
| | | | 26314 | 8822 | 2205120 \|560230\| | | 2026/12 | 17.44 |
| | | | 026625 | 2413 | 2205415 \|560230\| | | 2026/12 | 3.33 |
| | | | 026626 | X004TIU5H3 | 2205400 \|560230\| | | 2026/12 | 10.53 |
| | | | 026632 | 552119 | 2205415 \|560200\| | | 2026/12 | 7.72 |
| | | | 026644 | 7031699 | 2205305 \|560200\| | | 2026/12 | 5.51 |
| | | | 026652 | 2413 | 2205010 \|560230\| | | 2026/12 | 3.33 |
| | | | 026653 | 889787 | 2205010 \|560210\| | | 2026/12 | 29.40 |
| | | | 025983 | 2413 | 2205403 \|560230\| | | 2026/12 | 3.33 |
| | | | 025994 | 3011 | 2205305 \|560200\| | | 2026/12 | 2.26 |
| | | | 025994 | PKA0F3 | 2205305 \|560210\| | | 2026/12 | 3.64 |
| | | | 025996 | 40510D | 2205130 \|560200\| | | 2026/12 | 41.82 |
| | | | 025996 | 70064 | 2205130 \|560200\| | | 2026/12 | 16.07 |
| | | | 025996 | 70065 | 2205130 \|560200\| | | 2026/12 | -14.56 |
| | | | 025996 | 40510DAD | 2205130 \|560200\| | | 2026/12 | -32.21 |
| | | | 026005 | 7051507 | 2205305 \|560200\| | | 2026/12 | 10.34 |
| | | | 026013 | 307388 | 2205403 \|560200\| | | 2026/12 | 17.24 |
| | | | 026019 | 789DEF | 2205400 \|560210\| | | 2026/12 | 11.11 |
| | | | 026023 | SL35600 | 2205400 \|560210\| | | 2026/12 | 21.78 |
| | | | 026213 | 789DEF | 2205410 \|560210\| | | 2026/12 | 22.22 |
| | | | 026218 | PKA0F3 | 2205115 \|560230\| | | 2026/12 | 3.64 |
| | | | 026231 | 2413 | 2205410 \|560230\| | | 2026/12 | 13.32 |
| | | | 026236 | 789DEF | 2205410 \|560210\| | | 2026/12 | 11.11 |
| | | | 026238 | 789DEF | 2205410 \|560210\| | | 2026/12 | 11.11 |
| | | | 026241 | 26PB | 2205400 \|560230\| | | 2026/12 | 10.16 |
| | | | 026241 | 49009 | 2205400 \|560230\| | | 2026/12 | 10.28 |

**City of Broken Arrow**
**Check Register by Fund**

| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| | | | | 026248 | 9080XL | 2205010 \|560230\| | | 2026/12 | 15.56 |
| | | | | 026254 | | 2205010 \|560200\| | | 2026/12 | 27.72 |
| | | | | 022469 | 244500 FUEL PUMP | 2205130 \|560200\| | | 2026/12 | -7.31 |
| | | | | 26360 | 7600101 | 2205010 \|560230\| | | 2026/12 | 6.42 |
| | | | | 26368 | W30983 | 2205120 \|560230\| | | 2026/12 | 6.38 |
| | | | | 26382 | H6054N | 2205400 \|560200\| | | 2026/12 | 8.57 |
| | | | | | | **Total For Check # 339544** | | | **540.99** |
| 06/04/2026 | 339545 | 4795 | NATIONAL HIGHWAY | PS-INV132849 | PW STOCK | 220 \|141000\| | | 2026/12 | 622.50 |
| | | | | | | **Total For Check # 339545** | | | **622.50** |
| 06/04/2026 | 339546 | 5247 | NEXLEVEL REDI MIX LLC | 8496 | Blanket PO for Concrete | 2205400 \|560270\| | | 2026/12 | 343.00 |
| | | | | 8523 | Blanket PO for Concrete | 2205400 \|560270\| | | 2026/12 | 625.50 |
| | | | | 8647 | Blanket PO for Concrete | 2205400 \|560270\| | | 2026/12 | 322.00 |
| | | | | | | **Total For Check # 339546** | | | **1,290.50** |
| 06/04/2026 | 339548 | 5149 | OFFEN PETROLEUM LLC | INV2142863 | FUEL FOR STREETS LOCATION - TBD | 220 \|142000\| | | 2026/12 | 27,146.44 |
| | | | | INV2160946 | FUEL FOR STREETS LOCATION - TBD | 220 \|142000\| | | 2026/12 | 28,727.18 |
| | | | | | | **Total For Check # 339548** | | | **55,873.62** |
| 06/04/2026 | 339549 | 1214 | OKLAHOMA DEPARTMENT OF | H1000247 | H1000247 | 2205120 \|540070\| | | 2026/12 | 50.00 |
| | | | | H999969 | H999969 | 2201700 \|540070\| | | 2026/12 | 50.00 |
| | | | | H1000244 | H1000244 | 2205120 \|540070\| | | 2026/12 | 50.00 |
| | | | | | | **Total For Check # 339549** | | | **150.00** |
| 06/04/2026 | 339558 | 232 | PREFERRED BUSINESS | DC036398 | DC036398 06/01/2026 | 2205010 \|540330\| | | 2026/12 | 161.00 |
| | | | | DC036398 | DC036398 06/01/2026 | 2205406 \|540330\| | | 2026/12 | 99.00 |
| | | | | | | **Total For Check # 339558** | | | **260.00** |
| 06/04/2026 | 339559 | 1043 | PROFESSIONAL ENGINEERING | 537183 | County Line Trunk Sewer Phase II 2154250 | 2205410 \|570160\| | 2154250 | 2026/12 | 3,887.50 |
| | | | | | | **Total For Check # 339559** | | | **3,887.50** |
| 06/04/2026 | 339560 | 4765 | R.S. HUGHES CO. INC. | 82018002-00 | COMPRESSED AIR - DUST OFF | 220 \|141000\| | | 2026/12 | 347.96 |
| | | | | | | **Total For Check # 339560** | | | **347.96** |
| 06/04/2026 | 339561 | 5176 | REDEYE CHEMS LLC | 1799 | Polymer for sludge dewatering | 2205410 \|560340\| | | 2026/12 | 8,694.00 |
| | | | | | | **Total For Check # 339561** | | | **8,694.00** |

**City of Broken Arrow**
**Check Register by Fund**

| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 06/04/2026 | 339562 | 596 | REGIONAL METROPOLITAN | 445829 | 445829 05/22/2026 | 2205410 \|540450\| | | 2026/12 | 152,489.72 |
| | | | | | | **Total For Check # 339562** | | | **152,489.72** |
| 06/04/2026 | 339565 | 5481 | RINGCENTRAL, INC. | CD_001448667 | Ring Central MRC for Fiscal 26 | 2201503 \|550220\| | | 2026/12 | 118.93 |
| | | | | CD_001448667 | Ring Central MRC for Fiscal 26 | 2205010 \|550220\| | | 2026/12 | 158.89 |
| | | | | CD_001448667 | Ring Central MRC for Fiscal 26 | 2205115 \|550220\| | | 2026/12 | 105.61 |
| | | | | CD_001448667 | Ring Central MRC for Fiscal 26 | 2205120 \|550220\| | | 2026/12 | 66.60 |
| | | | | CD_001448667 | Ring Central MRC for Fiscal 26 | 2205130 \|550220\| | | 2026/12 | 79.92 |
| | | | | CD_001448667 | Ring Central MRC for Fiscal 26 | 2205205 \|550220\| | | 2026/12 | 464.28 |
| | | | | CD_001448667 | Ring Central MRC for Fiscal 26 | 2205305 \|550220\| | | 2026/12 | 225.48 |
| | | | | CD_001448667 | Ring Central MRC for Fiscal 26 | 2205400 \|550220\| | | 2026/12 | 53.28 |
| | | | | CD_001448667 | Ring Central MRC for Fiscal 26 | 2205401 \|550220\| | | 2026/12 | 93.23 |
| | | | | CD_001448667 | Ring Central MRC for Fiscal 26 | 2205403 \|550220\| | | 2026/12 | 26.64 |
| | | | | CD_001448667 | Ring Central MRC for Fiscal 26 | 2205404 \|550220\| | | 2026/12 | 26.64 |
| | | | | CD_001448667 | Ring Central MRC for Fiscal 26 | 2205405 \|550220\| | | 2026/12 | 172.21 |
| | | | | CD_001448667 | Ring Central MRC for Fiscal 26 | 2205406 \|550220\| | | 2026/12 | 53.28 |
| | | | | CD_001448667 | Ring Central MRC for Fiscal 26 | 2205410 \|550220\| | | 2026/12 | 66.60 |
| | | | | CD_001448667 | Ring Central MRC for Fiscal 26 | 2205415 \|550220\| | | 2026/12 | 53.28 |
| | | | | | | **Total For Check # 339565** | | | **1,764.87** |
| 06/04/2026 | 339566 | 1612 | RITZ/LONE STAR SAFETY & | 7321936 | BOOTS, SZ. 14 For:Matt Duran(for | 2205305 \|560100\| | | 2026/12 | 102.15 |
| | | | | | | **Total For Check # 339566** | | | **102.15** |
| 06/04/2026 | 339567 | 4816 | RIVER CITY HYDRAULICS INC | 67658 | UNIT 2575 | 2205010 \|540200\| | | 2026/12 | 364.50 |
| | | | | | | **Total For Check # 339567** | | | **364.50** |
| 06/04/2026 | 339568 | 2173 | RJN GROUP INC | 429907 | S.25050 Lynn Lane Trunk Sewer | 2205415 \|570160\| | S.25050 | 2026/12 | 68,400.00 |
| | | | | | | **Total For Check # 339568** | | | **68,400.00** |
| 06/04/2026 | 339571 | 1725 | RUSH TRUCK CENTERS OF | 3045823328 | unit 2576 | 2205010 \|540200\| | | 2026/12 | 605.82 |
| | | | | 3045975171 | UNIT 2419 - JEFF | 2205010 \|540200\| | | 2026/12 | 1,784.60 |
| | | | | | | **Total For Check # 339571** | | | **2,390.42** |
| 06/04/2026 | 339576 | 3932 | SOONER LOCK & KEY INC | 11819480674 | BLANKET PO FOR KEYS | 2205400 \|560230\| | | 2026/12 | 25.00 |
| | | | | 11819480502 | BLANKET PO FOR KEYS | 2205400 \|560230\| | | 2026/12 | 25.00 |
| | | | | | | **Total For Check # 339576** | | | **50.00** |
| 06/04/2026 | 339578 | 268 | SOUTHERN TIRE MART | 3500301628 | UNIT # 1840 JEFF BOHNER | 2205400 \|540200\| | | 2026/12 | 780.70 |

**City of Broken Arrow**
**Check Register by Fund**

| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| | | | | 3500300899 | UNIT 2413 | 2205305 \|540200\| | | 2026/12 | 370.00 |
| | | | | | | **Total For Check # 339578** | | | **1,150.70** |
| 06/04/2026 | 339583 | 949 | TULSA WINNELSON COMPANY | 001572 01 | BLANKET PO MISC. PLUMBING | 2205410 \|560230\| | | 2026/12 | 157.22 |
| | | | | | | **Total For Check # 339583** | | | **157.22** |
| 06/04/2026 | 339584 | 4962 | TULSA WINWATER CO. | 034677 01 | per Chris | 2205400 \|560400\| | | 2026/12 | 934.50 |
| | | | | | | **Total For Check # 339584** | | | **934.50** |
| 06/04/2026 | 339585 | 1808 | TULSA'S GREEN COUNTRY | 114780 | 114780 05/29/2026 | 2205120 \|550370\| | | 2026/12 | 870.40 |
| | | | | | | **Total For Check # 339585** | | | **870.40** |
| 06/04/2026 | 339588 | 744 | UNITED RENTALS, INC | 256114564-008 | BLANKET PO FOR MISC RENTALS | 2205410 \|540320\| | | 2026/12 | 1,375.00 |
| | | | | | | **Total For Check # 339588** | | | **1,375.00** |
| 06/04/2026 | 339589 | 4037 | UNITED UPTIME SERVICES INC. | 90006164 | 90006164 03/17/2026 | 2205130 \|540550\| | | 2026/12 | 868.00 |
| | | | | | | **Total For Check # 339589** | | | **868.00** |
| 06/04/2026 | 339590 | 44 | UTILITY SUPPLY | 3010085 | 36" STORM PIPE FOR METER BOXES - | 2205406 \|560380\| | | 2026/12 | 3,555.20 |
| | | | | | | **Total For Check # 339590** | | | **3,555.20** |
| 06/04/2026 | 339592 | 1169 | VERIZON | 6144170415 | 6144170415 APRIL 22 MAY 21, 2026 | 2205404 \|550540\| | | 2026/12 | 60.01 |
| | | | | | | **Total For Check # 339592** | | | **60.01** |
| 06/04/2026 | 339596 | 897 | WASTE MANAGEMENT QUARRY | 2440306-1006-1 | 2440306-1006-1 05/18/2026 34-40215- | 2205010 \|540300\| | | 2026/12 | 936.26 |
| | | | | | | **Total For Check # 339596** | | | **936.26** |
| 06/04/2026 | 339597 | 385 | WATKINS SAND COMPANY INC | 41001x | BLANKET PO FOR SAND BACKFILL | 2205400 \|560800\| | | 2026/12 | 396.00 |
| | | | | | | **Total For Check # 339597** | | | **396.00** |
| 06/04/2026 | 339599 | 1095 | WINDSTREAM HOLDINGS II LLC | 101124486 06012026 | FY26 ANNUAL AGREEMENT | 2205100 \|550220\| | | 2026/12 | 127.72 |
| | | | | | | **Total For Check # 339599** | | | **127.72** |
| | | | | | | **Total For Fund 220** | | | **1,316,869.97** |
| | | | | | | **Number of Invoices For Fund 220** | | | **707** |

# City of Broken Arrow

## Request for Action

**File #:** 26-842, **Version:** 1

**Broken Arrow Municipal Authority**
**Meeting of: 06/15/2026**

**Title:**
Consideration, discussion, and possible approval of the proposed Fiscal Year 2027 Financial Plan for the Broken Arrow Municipal Authority

**Background:**
The proposed Fiscal Year 2027 Financial Plan was presented to the City Council at a special meeting on May 12, 2026. A Public Hearing on the proposed Fiscal Year 2027 budget including the Financial Plan was held at the regularly scheduled June 1, 2026, City Council meeting. The City Council earlier tonight approved Resolution No. 1755 adopting the proposed Fiscal Year 2027 Budget for the City. The Fiscal Year 2027 Financial Plan is included in the budget document adopted by the City Council

**Cost:** $187,442,557

**Funding Source:** Original Fiscal Year 2027 Budget

**Requested By:** Cynthia S. Arnold, Finance Director

**Approved By:** City Manager's Office

**Attachments:** Fiscal Year 2027 Broken Arrow Municipal Authority Financial Plan

**Recommendation:**
Approve the Fiscal Year 2027 Broken Arrow Municipal Authority Financial Plan

# BROKEN ARROW MUNICIPAL AUTHORITY
# FINANCIAL PLAN
# FISCAL YEAR 2027 BUDGET

| DESCRIPTION | ACTUAL 2025 | BUDGET 2026 | ESTIMATED ACTUAL 2026 | BUDGET 2027 |
|---|---|---|---|---|
| **BEGINNING FUND BALANCE:** | | | | |
| Emergency Reserve Fund Balance | 20,949,008 | 22,382,515 | 28,698,191 | 32,367,995 |
| **CURRENT REVENUE** | | | | |
| CHARGES FOR SERVICES | 73,010,230 | 79,402,508 | 80,908,559 | 82,849,083 |
| FINES, FORFEITURES & ASSESSMENTS | 1,026,726 | 1,100,000 | 1,200,000 | 1,200,000 |
| INTEREST | 130,671 | 30,000 | 75,000 | 100,000 |
| MISCELLANEOUS | (194,878) | 125,000 | 100,000 | 125,000 |
| **TOTAL CURRENT REVENUE** | **73,972,749** | **80,657,508** | **82,283,559** | **84,274,083** |
| **OTHER FINANCING SOURCES:** | | | | |
| TRANSFER OF FUND BALANCE FOR PRIOR YEAR CAPITAL PROJECTS | - | - | - | - |
| OWRB PROCEEDS FROM PRIOR YEARS | - | - | - | 3,048,328 |
| TRANSFERS IN | 20,639,850 | 21,414,985 | 21,412,200 | 22,353,000 |
| NOTE PROCEEDS | 36,943,541 | 52,782,364 | 38,486,281 | 78,039,461 |
| **TOTAL OTHER FINANCING SOURCES** | 57,583,391 | 74,197,349 | 59,898,481 | 103,440,789 |
| **TOTAL REVENUES** | **131,556,140** | **154,854,857** | **142,182,040** | **187,714,873** |
| **CURRENT EXPENDITURES:** | | | | |
| PERSONNEL SERVICES | 25,162,014 | 28,355,787 | 26,980,230 | 28,819,025 |
| OTHER SERVICES & CHARGES | 18,687,393 | 21,639,541 | 20,960,146 | 23,566,125 |
| MATERIALS & SUPPLIES | 6,706,210 | 8,029,125 | 8,072,850 | 8,679,200 |
| **TOTAL CURRENT EXPENDITURES** | **50,555,617** | **58,024,453** | **56,013,226** | **61,064,350** |
| CAPITAL OUTLAY | 37,135,725 | 58,161,529 | 42,221,424 | 82,605,297 |
| **TOTAL EXPENDITURES** | **87,691,342** | **116,185,982** | **98,234,650** | **143,669,647** |
| **OTHER FINANCING USES:** | | | | |
| DEBT SERVICE | 13,625,765 | 13,997,000 | 15,765,386 | 18,319,910 |
| TRANSFERS OUT | 22,489,850 | 24,203,485 | 24,512,200 | 25,453,000 |
| **TOTAL OTHER FINANCING USES** | 36,115,615 | 38,200,485 | 40,277,586 | 43,772,910 |
| **TOTAL EXPENDITURES AND USES** | 123,806,957 | 154,386,467 | 138,512,236 | 187,442,557 |
| **NET INCOME** | 7,749,183 | 468,390 | 3,669,804 | 272,316 |
| **ENDING FUND BALANCE:** | | | | |
| EMERGENCY RESERVE FUND BALANCE | **28,698,191** | **22,850,905** | **32,367,995** | **32,640,311** |

BROKEN ARROW
Where opportunity lives

## 26.158-Pest Control

This is a firm fixed price contract for immediate delivery and definite quantities for the supplies/services specified. Should this contract be for indefinite quantities it will be so stated in the contract.

| Locations | All Seasons Pest Control, Inc. | Allstate Termite & Pest Solutions | Dandi Guaranty Pest Solutions | Erwin's Afforable Pest Control, Inc. | TermMax Pest Control |
|---|---|---|---|---|---|
| | Monthly Price | Monthly Price | Monthly Price | Monthly Price | Monthly Price |
| Camino Villa Clubhouse | $ 145.00 | $ 15.00 | $ 55.00 | $ 35.00 | $ 14.00 |
| Central Park Community Center | $ 225.00 | $ 20.00 | $ 80.00 | $ 35.00 | $ 19.00 |
| City Hall | $ 325.00 | $ 40.00 | $ 150.00 | $ 35.00 | $ 39.00 |
| City Hall Annex (HR) | $ 175.00 | $ 20.00 | $ 50.00 | $ 35.00 | $ 19.00 |
| Fire Station #1 | $ 195.00 | $ 15.00 | $ 65.00 | $ 35.00 | $ 19.00 |
| Fire Station #2 | $ 195.00 | $ 15.00 | $ 65.00 | $ 35.00 | $ 24.00 |
| Fire Station #3 | $ 195.00 | $ 15.00 | $ 65.00 | $ 35.00 | $ 19.00 |
| Fire Station #4 | $ 195.00 | $ 15.00 | $ 65.00 | $ 35.00 | $ 24.00 |
| Fire Station #5 | $ 195.00 | $ 15.00 | $ 65.00 | $ 35.00 | $ 19.00 |
| Fire Station #6 | $ 195.00 | $ 25.00 | $ 65.00 | $ 35.00 | $ 24.00 |
| Fire Station #7 | $ 195.00 | $ 25.00 | $ 65.00 | $ 35.00 | $ 24.00 |
| Fire Station Old #3 / Sign Shop | $ 145.00 | $ 15.00 | $ 65.00 | $ 35.00 | $ 24.00 |
| Fire Station Old #7 / Communications | $ 145.00 | $ 15.00 | $ 65.00 | $ 35.00 | $ 14.00 |
| ISSC Maintenance Building | $ 225.00 | $ 18.00 | $ 65.00 | $ 35.00 | $ 19.00 |
| Park Grove Cemetery | $ 125.00 | $ 20.00 | $ 65.00 | $ 35.00 | $ 19.00 |
| Ray Harral Nature Center | $ 195.00 | $ 20.00 | $ 65.00 | $ 35.00 | $ 19.00 |
| Water Reclamation Treatment Plant - Admin Bldg. | $ 250.00 | $ 30.00 | $ 60.00 | $ 35.00 | $ 29.00 |
| Water Reclamation Treatment Plant - BELT Bldg. | $ 150.00 | $ 30.00 | $ 30.00 | $ 35.00 | $ 29.00 |
| Water Reclamation Treatment Plant - Blower BLDG | $ 150.00 | $ 25.00 | $ 30.00 | $ 35.00 | $ 24.00 |
| Water Reclamation Treatment Plant - CENT BLD | $ 150.00 | $ 25.00 | $ 30.00 | $ 35.00 | $ 24.00 |
| Water Reclamation Treatment Plant - CHLO BLD | $ 150.00 | $ 25.00 | $ 30.00 | $ 35.00 | $ 24.00 |
| Water Reclamation Treatment Plant - Electric Bldg. | $ 150.00 | $ 25.00 | $ 30.00 | $ 35.00 | $ 24.00 |
| Water Reclamation Treatment Plant - GRIT BLD | $ 150.00 | $ 25.00 | $ 30.00 | $ 35.00 | $ 24.00 |
| Water Reclamation Treatment Plant - HEADWORK | $ 150.00 | $ 25.00 | $ 30.00 | $ 35.00 | $ 24.00 |
| Water Reclamation Treatment Plant - RET SLUD | $ 150.00 | $ 20.00 | $ 30.00 | $ 35.00 | $ 19.00 |
| Water Treatment Plant - Admin Building | $ 250.00 | $ 15.00 | $ 60.00 | $ 35.00 | $ 1.00 |
| Water Treatment Plant - Old Admin Building | $ 175.00 | $ 15.00 | $ 60.00 | $ 35.00 | $ 1.00 |
| Water Treatment Plant - High Service (Pump Room) | $ 145.00 | $ 15.00 | $ 30.00 | $ 35.00 | $ 1.00 |
| Water Treatment Plant - Raw Water | $ 145.00 | $ 15.00 | $ 30.00 | $ 35.00 | $ 1.00 |
| Water Treatment Plant - Pretreatment Area | $ 145.00 | $ 15.00 | $ 30.00 | $ 35.00 | $ 1.00 |
| Water Treatment Plant - Pretreatment MCC Building | $ 145.00 | $ 15.00 | $ 30.00 | $ 35.00 | $ 1.00 |
| Animal Shelter | $ 850.00 | $ 25.00 | $ 75.00 | $ 35.00 | $ 24.00 |
| Events Park Office | $ 145.00 | $ 25.00 | $ 65.00 | $ 35.00 | $ 24.00 |
| FLEET Maintenance | $ 550.00 | $ 20.00 | $ 150.00 | $ 35.00 | $ 19.00 |
| General Service Building – Operations | $ 350.00 | $ 30.00 | $ 85.00 | $ 35.00 | $ 29.00 |
| Justice Center | $ 650.00 | $ 30.00 | $ 100.00 | $ 35.00 | $ 29.00 |
| Nienhuis Maintenance Building | $ 225.00 | $ 22.00 | $ 50.00 | $ 35.00 | $ 24.00 |
| Nienhuis Park Community Center | $ 195.00 | $ 25.00 | $ 75.00 | $ 35.00 | $ 24.00 |
| Physical Resources Building | $ 325.00 | $ 20.00 | $ 75.00 | $ 35.00 | $ 19.00 |
| Public Safety Complex | $ 425.00 | $ 30.00 | $ 125.00 | $ 35.00 | $ 29.00 |
| Stark Building | $ 250.00 | $ 20.00 | $ 125.00 | $ 35.00 | $ 19.00 |
| Street & Stormwater | $ 225.00 | $ 30.00 | $ 100.00 | $ 35.00 | $ 29.00 |
| Training Phase 1 | $ 145.00 | $ 30.00 | $ 50.00 | $ 35.00 | $ 29.00 |
| Training Phase 2 | $ 145.00 | $ 30.00 | $ 50.00 | $ 35.00 | $ 29.00 |
| Training Phase 3 | $ 145.00 | $ 30.00 | $ 50.00 | $ 35.00 | $ 29.00 |
| Field Operations | $ 225.00 | $ 30.00 | $ 75.00 | $ 35.00 | $ 29.00 |
| PSC EMS Building | $ 195.00 | $ 30.00 | $ 80.00 | $ 35.00 | $ 14.00 |
| Additional Locations Per Square Foot | $ 0.12 | $ 1,055.00 | $ 0.08 | $ 0.35 | $ 0.0125 |
| **Price Summary - Rates and Charges** | **$ 10,570.12** | **$ 2,110.00** | **$ 2,985.08** | **$ 1,645.35** | **$ 965.01** |
| **Notary Public Commission Expires** | **3/16/2028** | **8/17/2027** | **8/2/2027** | **7/24/2027** | **9/26/2029** |
| | | 3rd Lowest | | 2nd Lowest | 1st Lowest |

26.158-Pest Control
This was advertised on the City Website as well as the Tulsa World.
Bid was sent out to (7) Vendors with (5) Vendors responding.
This bid tabulation is true and accurate to the best of my knowledge.

X Ryan Baze
Ryan Baze, General Services Director

6/10/2026
Date

BROKEN ARROW
*Where opportunity lives*

| Bid 26.151-Custodial Services | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 appearance of the facilities covered under this agreement. | | | | | | | | | | | | | | | | | | | |
| Bidders | Clempire, LLC | | Final Touch Commercial Cleaning Co. | | HHM Facility Management, LLC | | Immaculate Carpet Cleaning and Restoration Services, Inc. | | Jani-King of Tulsa, Inc. | | Sourceone Management Services, Inc. | | Squeaky Clean 918 Janitorial Services, LLC | | UniCare Building Maintenance, Inc. | |
| Pricing Summary | Monthly | Annual | Monthly | Annual | Monthly | Annual | Monthly | Annual | Monthly | Annual | Monthly | Annual | Monthly | Annual | Monthly | Annual |
| City Hall – Annex | $ 448 | $ 5,376 | $ 1,300 | $ 15,600 | $ 338.45 | $ 4,061.40 | $ 11,704 | $ 140,448 | $ 883.07 | $ 10,596.84 | $ 499.00 | $ 5,988.00 | $ 600.00 | $ 7,200.00 | see below | see below |
| City Hall | $ 1,790 | $ 21,480 | $ 1,300 | $ 15,600 | $ 2,901.00 | $ 34,812.00 | $ 4,800 | $ 57,600 | $ 3,311.52 | $ 39,738.24 | $ 1,435.00 | $ 17,220.00 | $ 3,500.00 | $ 42,000.00 | see below | see below |
| Operations | $ 1,733 | $ 20,796 | $ 1,770 | $ 21,240 | $ 1,450.50 | $ 17,406.00 | $ 2,600 | $ 31,200 | $ 3,311.52 | $ 39,738.24 | $ 1,395.00 | $ 16,740.00 | $ 3,250.00 | $ 39,000.00 | see below | see below |
| Neinhuis Community Center | $ 1,389 | $ 16,668 | $ 1,300 | $ 15,600 | $ 1,208.75 | $ 14,505.00 | $ 2,400 | $ 28,800 | $ 1,986.91 | $ 23,842.92 | $ 1,200.00 | $ 14,400.00 | $ 1,100.00 | $ 13,200.00 | see below | see below |
| Central Park Community Center | $ 1,203 | $ 14,436 | $ 1,300 | $ 15,600 | $ 1,353.80 | $ 16,245.60 | $ 2,400 | $ 28,800 | $ 662.30 | $ 7,947.60 | $ 1,600.00 | $ 19,200.00 | $ 700.00 | $ 8,400.00 | see below | see below |
| Nature Center | $ 534 | $ 6,408 | $ 900 | $ 10,800 | $ 300.00 | $ 3,600.00 | $ 1,440 | $ 17,280 | $ 662.30 | $ 7,947.60 | $ 440.00 | $ 5,280.00 | $ 650.00 | $ 7,800.00 | see below | see below |
| Animal Shelter | $ 339 | $ 4,068 | $ 1,235 | $ 14,820 | $ 967.00 | $ 11,604.00 | $ 2,400 | $ 28,800 | $ 684.38 | $ 8,212.56 | $ 2,315.00 | $ 27,780.00 | $ 900.00 | $ 10,800.00 | see below | see below |
| Training Center 1 | $ 846 | $ 10,152 | $ 985 | $ 11,820 | $ 928.32 | $ 11,139.84 | $ 2,400 | $ 28,800 | $ 772.69 | $ 9,272.28 | $ 590.00 | $ 7,080.00 | $ 1,100.00 | $ 13,200.00 | see below | see below |
| Training Center 2 | $ 508 | $ 6,096 | $ 985 | $ 11,820 | $ 541.52 | $ 6,498.24 | $ 2,400 | $ 28,800 | $ 264.92 | $ 3,179.04 | $ 580.00 | $ 6,960.00 | $ 900.00 | $ 10,800.00 | see below | see below |
| Justice Center | $ 1,065 | $ 12,780 | $ 1,670 | $ 20,040 | $ 1,547.20 | $ 18,566.40 | $ 2,400 | $ 28,800 | $ 2,428.45 | $ 29,141.40 | $ 1,195.00 | $ 14,340.00 | $ 2,000.00 | $ 24,000.00 | see below | see below |
| Field Operations Admin Bldg. | $ 2,005 | $ 24,060 | $ 2,100 | $ 25,200 | $ 1,740.60 | $ 20,887.20 | $ 2,400 | $ 28,800 | $ 3,753.06 | $ 45,036.72 | $ 1,465.00 | $ 17,580.00 | $ - | $ - | see below | see below |
| Sign Shop | $ 409 | $ 4,908 | $ 625 | $ 7,500 | $ 343.29 | $ 4,119.42 | $ 960 | $ 11,520 | $ 441.54 | $ 5,298.48 | $ 295.00 | $ 3,540.00 | $ 450.00 | $ 5,400.00 | see below | see below |
| PSC (Police & Fire) | $ 5,585 | $ 67,020 | $ 2,200 | $ 26,400 | $ 4,786.65 | $ 57,439.80 | $ 10,000 | $ 120,000 | $ 5,519.21 | $ 66,230.52 | $ 3,995.00 | $ 47,940.00 | $ 4,250.00 | $ 51,000.00 | see below | see below |
| Field Services Front Bldg. | $ 300 | $ 3,600 | $ 1,250 | $ 15,000 | $ 300.00 | $ 3,600.00 | $ 9,600 | $ 115,200 | $ 1,466.49 | $ 17,597.88 | $ 600.00 | $ 7,200.00 | $ 850.00 | $ 10,200.00 | see below | see below |
| Field Services Back Bldg. | $ 300 | $ 3,600 | $ 1,250 | $ 15,000 | $ 300.00 | $ 3,600.00 | $ 9,600 | $ 115,200 | $ 741.20 | $ 8,894.40 | $ 700.00 | $ 8,400.00 | $ 850.00 | $ 10,200.00 | see below | see below |
| Additional Buildings If Added: Price per 1,000 sq ft | $120 | | $800 | | $0.097 | | $100 | | $220.77 | | $0.07 | | $0.28 | | $0.059 | |
| Nature Center | $767 | | $1,235 | | $386.80 | | $2,400 | | $1,103.84 | | $595 | | $850 | | $450 | |
| Sign Shop | $590 | | $800 | | $343.29 | | $2,400 | | $1,103.84 | | $489 | | $650 | | $840 | |
| List other optional services along with pricing | Day Porter $26/hr | | Carpet Cleaning | | Exterior Window Service | | Carpet Cleaning | | N/A | | N/A | | Stripping/Waxing & Shampooing | | Carpet Shampoo | |
| List any value-added services and/or volume discount information | SW over 5000 sqft at $.40/sqft, Day Porter | | Locally owned & operated; No subcontractors | | Fully Integrated Facility Management Services | | Upholstery, Carpet, Floor Repair and Cleaning | | Strip/Wax Floors and Carpet Extraction | | N/A | | Annual (Contract says $253,800 (their math is wrong) | | Extra Qtr Cleaning 10% discounted from the original invoice | |
| | Monthly | Annual | Monthly | Annual | Monthly | Annual | Monthly | Annual | Monthly | Annual | Monthly | Annual | Monthly | Annual | Monthly | Annual |
| **Price Summary - Rates and Charges for Custodial Services** | **$ 18,454.00** | **$ 221,448.00** | **$ 20,170.00** | **$ 242,040.00** | **$ 19,007.08** | **$ 228,084.90** | **$ 67,504.00** | **$ 810,048.00** | **$ 26,889.56** | **$ 322,674.72** | **$ 18,304.00** | **$ 219,648.00** | **$ 21,100.00** | **$ 253,200.00** | **$ 19,574.50** | **$ 234,894.00** |
| Notary Public Commission Expires | 9/2/2028 | | 2/17/2028 | | 8/7/2028 | | 6/2/2029 | | 6/4/2027 | | 1/30/2027 | | 9/26/2026 | | 10/19/2029 | |
| | 2nd Lowest | | | | 3rd Lowest | | | | | | 1st Lowest | | | | | |

Bid 26.151-Custodial Services
This was advertised on the City Website as well as the Tulsa World.
Bid was sent out to (13) Vendors with (7) Vendors responding.
This bid tabulation is true and accurate to the best of my knowledge.

X Ryan Baze

Ryan Baze, General Services Director

Date: 6/4/2026

BROKEN ARROW
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## 26.156-Asphalt

The City of Broken Arrow reserves the right to award multiple vendors. If more than one vendor is awarded the contract for service, the rotation will potentially be on a monthly basis. If the selected vendor is unavailable to provide services on scene within thirty minutes, the city of Broken Arrow reserves the right to contact another service provider. All contractors are required to follow all local, state, and federal; ordinances, statutes and laws pertaining to wrecker services including quick clearance.

| Bidders | APAC-Central | Ellsworth Construction | Millennial Asphalt |
|---|---|---|---|
| | Price Per Ton | Price Per Ton | Price Per Ton |
| Type A Asphalt | $ 55.00 | $ 60.25 | $ 66.00 |
| Type B Asphalt | $ 59.50 | $ 63.50 | $ 70.00 |
| Type C Asphalt | $ 64.50 | $ 66.00 | $ 74.00 |
| Type B Insoluble | $ 76.00 | $ 74.00 | $ 82.00 |
| Super Save 3 | $ 55.00 | $ 67.00 | $ 66.00 |
| Super Save 4 | $ 59.50 | $ 69.00 | $ 70.00 |
| Super Pave 4 - 70-28 Mix Design | $ 76.00 | $ 83.00 | $ 90.00 |
| List Delivery Rates / Fuel Surcharge | $ 10.55 | See below | N/A |
| List any value-added services and/or volume discount information | per ton | per gallon | N/A |
| Comments | May 2026 Index $572.50 | Fuel Surcharge Sheet if above $3.80/gallon | N/A |
| | | | |
| **Price Summary - Rates and Charges** | **$ 456.05** | **$ 482.75** | **$ 518.00** |
| **Notary Public Commission Expires** | **5/2/2027** | **11/17/2029** | **5/6/2029** |
| | 1st Lowest | 2nd Lowest | 3rd Lowest |

26.156-Asphalt
This was advertised on the City Website as well as the Tulsa World.
Bid was sent out to (5) Vendors with (3) Vendors responding.
This bid tabulation is true and accurate to the best of my knowledge.

X Ryan Baze
Ryan Baze, General Services Director

6/9/2026
Date

BROKEN ARROW
Where opportunity lives

# 26.154-Aggregate

The purpose of this bid is to establish an agreement for the supply and delivery of aggregate materials required for various municipal projects. The awarded contractor will be responsible for providing high-quality aggregate. The contractor must ensure timely delivery to designated locations, maintain consistent product quality, and comply with all applicable industry regulations and safety standards.The City of Broken Arrow reserves the right to obtain goods or services from an alternate vendor in the event that the awarded vendor is unable to supply, fails to meet the required specifications, delivery timelines, or other performance requirements. Additionally, the City of Broken Arrow reserves the right to use another vendor if continued use of the awarded vendor would be in conflict with the City's purchasing policies, procedures, or applicable laws and regulations.

| Bidders | Anchor Stone Company | APAC - Central Inc. | Greenhill Materials |
|---|---|---|---|
| | Price Per Ton | Price Per Ton | Price Per Ton |
| 1 TON 1 ½" Crusher Run | $ 11.00 | $ 9.25 | $ 13.50 |
| 1 TON 3" Crusher Run | $ 11.00 | $ 9.25 | $ 13.50 |
| 1 TON 12", 18" & 36" Rip Rap | $ 30.00 | $ 25.00 | $ 31.00 |
| 1 TON 3/8" Asphalt Chips & 1/2" Chips | $ 18.00 | $ 14.00 | $ 28.00 |
| 1 TON 1 ½" Road Rock & 1 1/2 " Clean | $ 13.00 | NOT BIDDING | $ 20.50 |
| 1 TON Screenings | $ 9.00 | $ 8.00 | $ 12.00 |
| 1 TON 6" Surge Rock | NOT BIDDING | $ 17.00 | $ 19.00 |
| 1 TON 8" Surge Rock | NOT BIDDING | $ 17.00 | $ 19.00 |
| 1 TON Gabion Stone | $ 27.00 | NOT BIDDING | $ 19.00 |
| 1 TON Asphalt Millings | NOT BIDDING | NOT BIDDING | NOT BIDDING |
| 1 TON Type A Aggregate | $ 11.00 | $ 10.00 | $ 15.00 |
| 1 TON 3" Crusher Run | $ 11.00 | $ 9.25 | $ 13.50 |
| 1 TON Pugged Aggregate Base Per ODOT Specifications | $ 11.00 | $ 10.00 | $ 15.00 |
| **Delivery Cost Per Ton to City Yard, 1700 West Detroit** | | | |
| Trailer | $ 8.40 | $ 8.50 | $ 7.75 |
| Rip Rap | $ 12.60 | $ 9.50 | $ - |
| Bobtail | $ 8.40 | $ 8.50 | $ 7.75 |
| Rip Rap | $ 12.60 | $ 9.50 | $ - |
| **Price Summary - Rates and Charges** | **$ 194.00** | **$ 164.75** | **$ 234.50** |
| **Notary Public Commission Expires** | **3/19/2029** | **2/17/2028** | **8/7/2028** |
| | 2nd Lowest | 1st Lowest | 3rd Lowest |

26.154-Aggregate
This was advertised on the City Website as well as the Tulsa World.
Bid was sent out to (5) Vendors with (3) Vendors responding.
This bid tabulation is true and accurate to the best of my knowledge.

X Ryan Baze

Ryan Baze, General Services Director

6/9/2026

Date

**BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)**
**PROFESSIONAL SERVICES AGREEMENT**
**CONDITION ASSESSMENT FOR RAW WATER AND HIGH SERVICE PUMPS AT THE VERDIGRIS RIVER WATER TREATMENT PLANT (VRWTP)**

**1. Professional Service Provider:**

a. Name: Smith Pump Company, Inc.

b. Telephone No.: 800-299-8909

c. Address: 301 MB Industrial Dr., Waco, TX 76712

**2. Project Title and Location:** Condition Assessment for Raw Water and High Service Pumps at the Verdigris River Water Treatment Plant.

**3. Contract for:** Providing field services associated with public works projects for the BAMA. Field services to include providing a field service engineer with calibrated instrumentation to run (7) pumps and conduct a condition assessment. The Field Service shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Field Service Provider agrees that this field service shall be treated as an important service to BAMA and also agrees to commit the time necessary to perform the professional services in a professional manner.

**4. Compensation**: Professional Field Service Provider shall be compensated at the hourly rate in accordance with a lump sum amount that is Not to Exceed Fourteen Thousand One Hundred Sixty and 0/100 ($14,160.00) for field services that will include calibrations and an assessment report. Additional services may be agreed to at a later date. The parties agree that the Professional Field Service Provider's position is not a traditional BAMA employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Field Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time BAMA employees. The Professional Field Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Field Service Provider agrees to abide by and comply with all of BAMA's Administrative Policies.

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

**6. Time for Performance**: These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within ninety (90) calendar days after the date the Notice to Proceed is issued. BAMA will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and BAMA on the hours required for the work item.

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

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

(1) General Liability Insurance, with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate;

(2) Automobile Liability Insurance, with a combined single limit of not less than $1,000,000 for each person, not less than $1,000,000 for each accident and not less than $1,000,000 for property damage; and

(3) Professional Liability Insurance, with a limit of $1,000,000 annual aggregate.

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

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

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

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

**11. Electronic Signatures**:

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

electronically signed and/or submitted documents.

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

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

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

Broken Arrow Municipal Authority, a Public Trust:

By: Michael Spurgeon
Michael L. Spurgeon
General Manager

Date: 6/11/2026

Attest: Curtis Green
Secretary [Seal]

Date: 6/11/2026

BROKEN ARROW MUNICIPAL AUTHORITY CORPORATE SEAL OKLAHOMA

Approved as to form:

D. Graham Parker
Assistant City Attorney

Professional Service Provider:
Smith Pump Company, Inc.

By: TRENT BROWN

Title: PRESIDENT

Date: 6/5/26

Attest: Lea Swindon
By:

Title: Credit & Collections manager

Date: 6/5/2026

## VERIFICATIONS

State of ~~Oklahoma~~ Texas )
McLennan ) §
County of ~~Tulsa~~ )

Before me, a Notary Public, on this 5th day of June 2026, personally appeared Trent Brown, known to me to be the (President,) Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or specify) of Smith Pump Company, Inc. to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

NOTARY PUBLIC STATE OF TEXAS
PENNY E MARTIN
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 5/11/28
NOTARY ID 130657840

Penny E Martin
Notary Public

**BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)**
**PROFESSIONAL SERVICES AGREEMENT**
**CONDITION ASSESSMENT FOR RAW WATER AND HIGH SERVICE PUMPS AT THE VERDIGRIS RIVER WATER TREATMENT PLANT (VRWTP)**

## ATTACHMENT A

### SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Field Services and Related Support Services associated with the Field Condition Assessment for Raw Water and High Service Pumps at the Verdigris River Water Treatment Plant (VRWTP). Services performed to provide field services to include providing a field service engineer with calibrated instrumentation to run (7) pumps and conduct a condition assessment. Work performed under the contract shall be performed on a not to exceed contract as requested by BAMA.

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

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

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

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

3.1 The Professional Service Provider shall provide a Field Condition Assessment for Raw Water and High Service Pumps at the Verdigris River Water Treatment Plant (VRWTP) owned and operated by the Broken Arrow Municipal Authority. Professional Field services shall include providing a field service engineer with calibrated instrumentation to run (7) pumps and conduct a condition assessment.

3.2 Work will be a not to exceed contract all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

[END OF ATTACHMENT A]

**BROKEN ARROW MUNICIPAL AUTHORITY**
**PROFESSIONAL SERVICES AGREEMENT**
**2026-2027 PERMANENT FLOW MONITORING**

**1. Professional Service Provider:**

a. Name: RJN Group, INC.

b. Telephone No.: 918-627-9737

c. Address: 4500 S Garnett Rd. Ste. 110, Tulsa, OK 74146

**2. Project Title and Location:** 2026-2027 Permanent Flow Monitoring within Broken Arrow, OK.

**3. Contract for:** Providing professional flow monitoring services associated with public works projects for the Broken Arrow Municipal Authority. Professional services to include providing a yearly flow monitoring period at the agreed upon locations within the City of Broken Arrow's collection system and related support services. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Professional Service Provider agrees that this professional service shall be treated as an important service to the BAMA and also agrees to commit the time necessary to perform the professional services in a professional manner.

**4. Compensation**: Professional Service Provider shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not to Exceed One Hundred Sixty-Eight Thousand Six Hundred Eighty and No/100 ($168,680.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional BAMA employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time BAMA employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the BAMA's Administrative Policies.

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

**6. Time for Performance**: These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within Three hundred Eighty (380) calendar days after the date the Notice to Proceed is issued. The BAMA will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the BAMA on the hours required for the work item.

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

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

(1) General Liability Insurance, with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate;

(2) Automobile Liability Insurance, with a combined single limit of not less than $1,000,000 for each person, not less than $1,000,000 for each accident and not less than $1,000,000 for property damage; and

(3) Professional Liability Insurance, with a limit of $1,000,000 annual aggregate.

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

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

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

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

**11. Electronic Signatures**:

The Parties agree this transaction may be completed by electronic means and an electronic signature on this Contract will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because is it in electronic form. If the Professional Services Provider signs this Contract electronically and/or submits documents electronically, the

Professional Services Provider agrees to comply with the BAMA's requirements for submission of electronically signed and/or submitted documents.

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

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

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

Broken Arrow Municipal Authority:

By: _____
Michael Spurgeon, General Manager

Date: _____

Attest: _____
Secretary [Seal]

Date: _____

Professional Service Provider:
RJN Group, INC.

By: _____

Title: Oklahoma Regional Manager

Date: 6/9/2026

Attest:
By: _____

Title: Regional Operations Lead

Date: 6/9/2026

Approved as to form:

D. Graham Parker
Assistant City Attorney

**VERIFICATIONS**

State of Oklahoma )
) §
County of Tulsa )

Before me, a Notary Public, on this 9th day of June 2026, personally appeared Jacob Brumbaugh, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Regional Manager (Please circle or specify) of RJN Group, INC. to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

AMY GENTRY
Notary Public - State of Oklahoma
Commission Number 16000355
My Commission Expires Jan 12, 2028

Amy Gentry
Notary Public

**BROKEN ARROW MUNICIPAL AUTHORITY**
**PROFESSIONAL SERVICES AGREEMENT**
**2026-2027 PERMANENT FLOW MONITORING**

## ATTACHMENT A

### SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Surveying and Related Support Services associated with providing a year flow monitoring period at the agreed upon locations within The City of Broken Arrow's collection system. Services performed under the contract shall be performed on a not to exceed contract as requested by the BAMA.

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

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

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

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

3.1 The Professional Service Provider shall provide a yearly Flow Monitoring Evaluation at the agreed upon locations by RJN Group and BAMA. Professional services shall also include: services outlined in Attachment B (RJN 2026-2027 Flow Monitoring Proposal), Flow Monitoring support services provided by RJN Group with RJN Flow Monitoring Equipment at agreed upon locations within the City of Broken Arrow's collection system and a Flow Data Report with a summary of all findings and data collected in the evaluation of the selected locations.

3.2 Work will be a not to exceed contract all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

[END OF ATTACHMENT A]

June 9, 2025

Mr. Tim Robins, P.E.
City of Broken Arrow
485 N. Poplar Ave.
Broken Arrow, OK 74013

Subject: 2026-2027 Permanent Flow Monitoring

Dear Mr. Robins,

RJN Group, Inc. is pleased to submit this contract proposal to the City of Broken Arrow for the above-referenced project. RJN Group shall provide sanitary sewer flow monitoring services and flow evaluation to the City of Broken Arrow. The primary goal of the project is to measure the flow in the City of Broken Arrow's sanitary sewer system.

RJN shall coordinate its activities with the City of Broken Arrow to ensure that operation and maintenance activities are coordinated and that selected flow monitoring locations are appropriate for the evaluation. A total of eight (8) flow meters and four (4) tipping bucket rain gauges are anticipated.

The work shall include the following activities:

## A. Mobilization & Project Management

1. **Project Team –** RJN's project team shall include:
   a. A **Project Manager** to coordinate the Consultant's activities with the City of Broken Arrow, including monthly progress meetings.
   b. A **Data Manager** to direct the processing, finalization, and reporting of data.
   c. A **Field Manager** to supervise the installation and maintenance of the flow monitoring equipment utilizing equipment manufacturer's procedures.
   d. **Field Crews** and **Data Technicians** trained in the proper installation, operation, and maintenance of the equipment and in the tasks associated with this project.

2. **Safety Equipment - RJN** shall ensure that all personnel are certified in confined space entry. RJN shall provide the required and necessary confined space access safety equipment, and the traffic control devices necessary to meet Federal, State and Local requirements.

## B. Flow Meter Site Selection and Installation

1. **Site Selection** – The City of Broken Arrow has selected existing manholes as the proposed monitoring sites.
   a. LL-01 – Manhole 4131
   b. LL-03 – Manhole 2393
   c. LL-06 – Manhole 3434
   d. LL-08 – Manhole 3331
   e. LL-12 – Manhole 406
   f. LL-18 – Manhole 436
   g. HC-11 – Manhole 20097
   h. HC-13 – Manhole 19549

2. **Site Investigations –** The proposed flow monitoring locations in the Lynn Lane basin currently have temporary flow meters installed as part of an ongoing permanent project. The proposed flow monitoring locations in the Haikey Creek basin will need to be verified. The new sites will need a thorough site investigation, which includes descending into the manhole, verifying hydraulic suitability, pump station operation, and other pertinent factors that influence the site. Traffic and other accessibility conditions shall also be evaluated during site investigations. The hydraulic conditions at each site, including flow depth and velocity, shall be evaluated and shall dictate the metering equipment selection and optimal sensor placement.

3. If a flow meter must be relocated due to various reasons, RJN shall coordinate with City of Broken Arrow of the proposed location. If the proposed location is identified as being unsuitable, RJN shall coordinate with the City of Broken Arrow and investigate up to two (2) alternate sites (upstream or downstream) for consideration. RJN shall also check for debris and other operational or maintenance concerns in the manhole that could impact data quality, including sensor fouling, surcharging, and excessive siltation.

A City of Broken Arrow representative shall be available at request of RJN field crews to aid in locating and/or accessing meter sites, including providing necessary traffic control measures.

4. **Flow Meter Installation** – Flow meters shall be installed in accordance with manufacturer recommendations at the flow metering site approved by the City of Broken Arrow. RJN shall use area-velocity flow meters designed to measure flow in sanitary sewer pipes under free-flow and surcharged conditions. The primary depth sensor shall be ultrasonic with a resolution to the nearest 0.01 foot. The meter shall have level measurement redundancy in the form of a pressure sensor. The primary velocity sensor shall use Doppler technology to measure the flow velocity. The sensors shall be securely attached to the pipe by means of metal bands or anchoring hardware designed specifically for that purpose. Based on the results of the site investigations, RJN shall select the equipment that is best suited for the application in order to provide accurate and reliable flow data. Metering equipment shall be laboratory tested prior to deployment on the project. The proposed equipment allows RJN technicians to view data collected by the meter and to perform on-site comparison testing and calibration to measured flows. All on-site calibrations shall be documented as part of the initial meter set-up documentation.

   Finalized Installation Site Reports shall be submitted to the City of Broken Arrow after equipment installation. Finalized Installation Site Reports shall include but not be limited to the following:

   - Flow meter site location and method of measurement (equipment installed)
   - Velocity and depth sensor locations on pipe (clock position, distance to pipe invert)
   - Sediment depth, if any
   - Monitor level and independently measured level (flow depth)
   - Monitor flow velocity and independently measured velocity
   - On-site adjustments made to calibrate flow meter to in-situ conditions per equipment manufacturer recommendations
   - Map indicating site location
   - Photograph of site location at surface
   - Photograph of installed equipment

5. **Rainfall Measurement –** RJN shall prepare a tipping bucket rain gauge for field installation and conduct a series of performance and calibration tests to verify equipment meets operating standards. RJN shall inspect the proposed gauging locations to determine their suitability for installation of the equipment.

6. **Typical Installation -** A typical flow monitor installation shall include: the primary ultrasonic depth sensor mounted at the crown of the pipe, a redundant depth sensor mounted in the invert, and a Doppler primary velocity sensor also mounted in or near the invert. The meter (data logger) and sensor cables shall be firmly secured to the manhole walls and/or steps to allow ready access by field personnel and to minimize the chances for debris to get caught in the cables.

7. **Location and Equipment Owner Identification** – Manhole lids where meters are installed shall be painted green to alert maintenance crews and others to the presence of monitoring equipment. Installed equipment shall also be tagged with RJN contact information with a request to contact RJN prior to disturbing any of the installed equipment.

8. **Clocks and Equipment Sampling Rate -** All flow meters and rain level monitors shall be synchronized in time to the same clock. Flow meters shall be programmed to collect depth and velocity data at five-minute (5) minute intervals. Clocks shall be programmed to record data at CT minus 5 (central time) for the duration of the flow monitoring period. Adjustments for daylight savings shall not be made in the processed data submitted to the City of Broken Arrow and shall need to be accounted for by the user of the data, as necessary and appropriate.

9. **Initial Meter Confirmations / Hydraulic Calibrations -** Upon installation and activation of each flow meter, RJN field crews shall take manual depth and velocity readings using independent instrumentation to confirm that the in-situ monitor yields data representative of actual field conditions. Field crew(s) shall also take manual velocity readings of the cross-section (velocity profile) of flow to determine the pipe hydraulic profile (hydraulic calibrations). All hydraulic calibration measurements, adjustments, and efforts undertaken shall be logged on the Meter Installation Site Report specific to that installation.

## C. Monitoring Program Start and Duration

1. **Monitoring Program Start** – The flow metering period shall start upon approval of this contract, as the temporary flow metering project is ongoing.

2. **Monitoring Period -** The monitoring period is estimated to be 365 days.

## D. Monitor Maintenance and Data Collection

1. **Wireless Remote Data Collection -** RJN shall utilize a host software support application program for remote wireless flow meter and rain gauge data collection. The host software shall be capable of individually, by group or globally changing the data collection interval including collection after each measurement. The host software shall enforce clock synchronization with the host system's clock for all field RTUs, thus ensuring time interval integrity for all collected data. RJN shall install, operate, maintain, and remove the telemetry upon the completion of the monitoring period, and shall repair any disturbed areas resulting from the wireless telemetry installations.

2. **Data Transfer to Modeling Software –** At request, monthly flow data submittals shall be in .csv file format for use by the City of Broken Arrow and its hydraulic modeling consultants.

3. **Data Review -** RJN shall utilize trained data analysts experienced in processing and analyzing flow and rainfall data from sanitary sewer systems. RJN shall use various analytical tools, such as hydrographs, scattergraphs, and flow balancing methods to verify the accuracy of the flow data. Furthermore, RJN shall schedule the data collection activities in a manner to allow data review by a trained data analyst within 24 hours of the data collection or delivery from the field. All measurements, adjustments, and efforts undertaken during site visits shall be logged in an installation/maintenance log specific to that installation. Such logs shall be made available to the City of Broken Arrow at request.

4. **Equipment Operation and Maintenance (O&M) -** Qualified field crews shall visit each monitor installation as appropriate to perform maintenance on the equipment. Equipment maintenance requirements are expected to vary considerably depending on the site being monitored and site conditions.

However, it is anticipated that each meter site shall be visited monthly or as required for battery replacement and data retrieval purposes. All measurements, adjustments, and efforts undertaken during site visits shall be logged in a maintenance log specific to that site, which shall be available to the City of Broken Arrow upon request. The following activities shall be performed during each maintenance site visit:

- Record date, time, weather conditions
- Review monitor depth and velocity measurements
- Download depth and velocity measurements from monitoring equipment
- Take and record independent manual depth and velocity measurements
- Take and record depth-of-silt measurements, if any
- Record comparison to monitor depth and velocity measurement
- Adjust and document monitor depth and velocity measurement adjustment (if necessary)
- Clean / scrub flow velocity and depth sensors
- Check battery levels and replace as necessary
- Record equipment replacement or adjustments, if any

## E. Meter Confirmation

1. **Permanent Meters -** In accordance with RJN procedures, RJN shall perform dry-weather, independent depth and velocity measurements during dry weather conditions periodically throughout the project duration. Furthermore, RJN shall assess meter performance relative to these measurements and make any adjustments as necessary to increase the accuracy of the data with respect to actual conditions. Such meter confirmations shall be evenly scheduled and performed a maximum of twelve (12) times during the 365-day flow monitoring period, including removal. All measurements, adjustments, and efforts undertaken during site visits shall be logged in an installation/maintenance log specific to that installation. Such logs shall be provided to the City of Broken Arrow upon request.

## F. Equipment Removal

1. **Notification –** The City of Broken Arrow shall give RJN at least a 14-day written notice before the end of the flow monitoring period.

2. **Confirmation –** Prior to removing the equipment, RJN shall take manual depth and velocity readings using independent instrumentation to confirm that the in-situ monitor yields data representative of actual field conditions. Field crew(s) shall also take manual velocity readings of the cross-section (velocity profile) of flow to determine the pipe hydraulic profile. All measurements, adjustments, and efforts undertaken shall be logged in the maintenance log specific to that installation.

3. **Site Restoration -** RJN shall remove all the flow meters at the completion of the flow-monitoring period and shall repair any damage or disturbance from the installation and operation of the flow meters or rain gauges.

## G. Data Analysis & Reporting

1. **Flow Data Processing -** RJN shall provide data processing services for each flow-monitoring site for the entire duration of the flow-monitoring period. Data processing shall include a comprehensive review of collected data to identify data gaps, equipment service needs, as well as the conversion of raw flow data into final edited data. An experienced Data Analyst shall review the flow data to verify diurnal patterns and reasonable depths and velocities using data diagnostic tools such as hydrographs and scattergraphs. Rainfall derived infiltration and inflow (RDII) analysis is not included as part of the proposed services.

   An established RJN internal data quality control program shall be implemented to ensure reliability and accuracy of reported data. Quality assurance shall consist of periodic independent review of field data collection, data review, and data processing procedures.

2. **Flow Data Reporting -** RJN shall report flow evaluation and rainfall data to the City of Broken Arrow as follows:

   a) RJN shall provide a monthly summary of the flow data including a brief status of the monitoring results for each interceptor meter location along with interpretations of unique hydraulic conditions. The summary shall note any maintenance and service requirements in addition to any downtime that may have occurred.

   b) RJN shall prepare and deliver electronically on a monthly basis a summary (as described below) to the City of Broken Arrow.

c) The data shall include a summary of the daily total flow, monthly minimum, average, and maximum flow. Depth, velocity, and flow shall be represented in tabular and graphical formats. All monthly flow and data reports shall be delivered in electronic format to enable special reports to be generated by the City of Broken Arrow. Electronic data shall be created using the selected manufacturer's software. Electronic data shall be compatible with Microsoft Access and Excel.

d) RJN shall analyze data from each monitoring site for maintenance problems and predictive failure. Any modifications to the meter configuration or adjustments to the data based on field calibrations shall be logged. Data analysis shall include the evaluation of hydraulic conditions such as surcharging, suspected overflows at meter site, and wet weather contributions. Average dry weather (baseline) and peak wet weather flows shall be established for each monitoring location. The data shall be reviewed for trend analysis of inflow and infiltration (I/I) contributions, and significant capacity variations. Any significant variations from this baseline flow shall be included with the deliverable. Indications of concern shall be reported immediately.

3. **Flow Data Hosting Platform –** RJN shall incorporate and host all flow data collected by City of Broken Arrow-owned and maintained depth-only meters. The City of Broken Arrow shall request that ADS Environmental create an API Key and provide it to RJN. RJN will then utilize this to retrieve the data. The flow data collected by the permanent flow meters, depth-only meters, and rain gauges shall be hosted on RJN's Clarity Platform. Logins shall be provided to the City of Broken Arrow.

4. **High-Level Alarms –** RJN shall work with the City of Broken Arrow to set high-level alarms at strategic locations. If these alarms are activated, an automated alert shall notify City of Broken Arrow personnel of the issue. The call-in intervals will be customized to suit the City of Broken Arrow's needs.

## H. Technical Support

1. RJN shall provide technical support to the City of Broken Arrow regarding city-owned ADS Echo monitors. RJN will investigate the root cause of the issue and provide support to bring the monitors back online. Technical support could include field visits, in-person and virtual meetings, and phone calls. A data analyst shall review each ADS Echo monitor and issue work orders monthly. RJN will advise whether additional equipment is required to make a site operational; such equipment will be provided by the City of Broken Arrow. This phase will be billed at the hourly rate per the rate schedule below.

| Professional Services | |
|---|---|
| Project Director | $335.00 |
| Senior Project Manager | $285.00 |
| Project Manager | $235.00 |
| Project Engineer | $160.00 |
| Senior Data Analyst | $150.00 |
| Data Analyst | $125.00 |
| Field Manager | $130.00 |
| Field Supervisor | $105.00 |
| Field Technician | $85.00 |
| IT Assistance | $180.00 |
| Clerical/Administrative | $150.00 |

## I. Flow Meter Relocation

1. Flow meter LL-08 has been relocated due to a property owner's request and has been relocated just upstream of the Lynn Lane Wastewater Treatment plant in the County Line Trunk Sewer.

## J. Compensation

1. **Compensation -** In consideration of the services to be performed under the 2026-2027 Permanent Flow Monitoring project, the compensation is as follows:

| Phase | Quantity | Unit | Unit Price | Total |
|---|---|---|---|---|
| **Monthly Service and Monthly Data Management** | | | | |
| Flow Meter Investigation and Installation | 2 | EA | $2,250.00 | $4,500.00 |
| Rain Gauge Investigation and Installation | 2 | EA | $600.00 | $1,200.00 |
| Flow Meter Relocation | 1 | EA | $2,500.00 | $2,500.00 |
| Permanent Meters (12 mos. X 8 meters) | 96 | Meter/mos. | $1,440.00 | $138,240.00 |
| Rain Gauges (12 mos. X 4 rain gauges) | 48 | Gauge/mos. | $255.00 | $12,240.00 |
| Depth Only Meter Data Review and Troubleshooting | 1 | Hourly | $10,000.00 | $10,000.00 |
| | | | **Total** | **$168,680.00** |

RJN appreciates the opportunity to submit this contract proposal to the City of Broken Arrow. We look forward to working with the City of Broken Arrow in the future. Should you have any questions, please contact us.

Respectfully Submitted,
RJN GROUP, INC.

Jacob Brumbaugh, P.E.
Project Manager

JB
Enclosure

CITY OF
BROKEN ARROW
*Where opportunity lives*

**CONTRACT RENEWAL NO. 2 of 4**

This renewal is entered into by and between the Supplier or Contractor and Broken Arrow Municipal Authority as defined below shall be effective **July 1, 2026**. To the extent the award requires Broken Arrow Municipal Authority to issue a Notice of Award Renewal for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Renewal.

| Broken Arrow Municipal Authority | |
|---|---|
| **Company's Full Legal Name:** | **Highpower Systems Oklahoma LLS DBA: Larmar Power** |
| **Original RFP Number:** | **24.124** |
| **RFP Title Name:** | **Generator Service & Repair** |
| **Original Award Date:** | **March 16, 2024** |
| **Current Contract Term:** | **07/01/2025 Through 06/30/2026** |
| **Renewal No.:** | **2** |

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:** | **07/01/2026** |
| **End Date of New Contract Term:** | **06/30/2027** |

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 Renewal 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 Renewal, the contract awarded on or about **March 16, 2024**, 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 Renewal and the contract (including any written Renewals 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 Renewal to be duly executed by their authorized representatives.

CITY OF
BROKEN ARROW
*Where opportunity lives*

## Contractor – Company's Legal Name

| | | | |
|---|---|---|---|
| **Company's Legal Name:** | HiPower of Oklahoma LLC | | |
| **Authorized Signature:** | John Larson | | |
| **Printed Name and Title of Person Signing:** | John Larson | President | |
| **Date:** | 6/10/2026 | | |
| **Company Address:** | PO Box 60050 | Midland | United States |
| | TX | 79711 | |

## Broken Arrow Municipal Authority Chair

| | | |
|---|---|---|
| **Authorized Signature:** | Debra Wimpee | |
| **Printed Name and Title of Person Signing:** | Debra Wimpee | Mayor |
| **Date:** | 6/10/2026 | |

## Broken Arrow City Attorney

| | | |
|---|---|---|
| **Authorized Signature:** | James Walters | |
| **Printed Name and Title of Person Signing:** | James Walters | Dep City Atty |
| **Date:** | 6/10/2026 | |

## Broken Arrow City Clerk

| | | |
|---|---|---|
| **Authorized Signature:** | Curtis Green | |
| **Printed Name and Title of Person Signing:** | Curtis Green | Secretary |
| **Date:** | 6/10/2026 | |

## Stamp for Broken Arrow Municipal Authority

BROKEN ARROW MUNICIPAL AUTHORITY CORPORATE SEAL OKLAHOMA

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**

**AMENDMENT NO. 1**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**BROKEN ARROW MUNICIPAL AUTHORITY**
**AND**
**HOLLOWAY, UPDIKE, AND BELLEN, INC.**
**FOR**
**SANITARY SEWER LIFT STATION CONDITION ASSESSMENTS**
**PROJECT NO. N/A**

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

**WITNESSETH:**

**WHEREAS**, OWNER and CONSULTANT entered into an AGREEMENT dated June 16, 2025 "ORIGINAL AGREEMENT" for services as set forth in said AGREEMENT; and

**WHEREAS**, said ORIGINAL AGREEMENT requires CONSULTANT to provide 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.

**WHEREAS**, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include a condition assessment of the Old Adams Creek force main system, including inspection, evaluation, and reporting services to support future maintenance, rehabilitation, and capital improvement planning.

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

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

**1. PROJECT SCOPE.**
This Amendment requires CONSULTANT to provide professional services (through Subconsultant) for the Old Adams Creek Force Main Condition Assessment, including project planning and data review, field reconnaissance,

internal force main inspection, analysis of inspection results, and preparation of a technical memorandum. Services will include assessment of force main conditions, identification of air and gas pockets, leak and blockage detection, evaluation of system risks, and recommendations for future maintenance, rehabilitation, and operational improvements. See Attachment A-1 for a detailed description of project scope.

**2. CHANGE IN AGREEMENT AMOUNT.**

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

| | |
|---|---|
| Original AGREEMENT Amount executed June 20, 2016 | $89,000.00 |
| Amendment No. 1: | |
| Subconsultant passthrough: | $70,150.00 |
| HUB 5% markup: | $3,507.00 |
| HUB fee (PA, coordination, etc.): | $6,000.00 |
| Deduct for unused Electrical Allowance: | -$15,000.00 |
| Deduct for unused Structural Allowance: | -$5,000.00 |
| Deduct for unused Capacity Allowance: | -$15,000.00 |
| Total Amendment No. 1: | $44,657.00 |
| Revised Total AGREEMENT Amount | $133,657.00 |

Refer to Attachment C-1 for detailed description of compensation and additional services.

**3. AMENDED PROJECT SCHEDULE**

Refer to Attachment E-1 for project schedule.

**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 L. Spurgeon, General Manager

Date: _____

Attest: _____
Secretary [Seal]

Date: _____

**CONSULTANT:**
Holloway, Updike & Bellen, Inc.

By: _____
Stephen Tolar, President

Date: 6-8-2026

(CORPORATE SEAL, IF APPLICABLE)

HOLLOWAY, UPDIKE & BELLEN, INC. CORPORATE SEAL OKLAHOMA

Attest: _____
Tiffany Hilton, Asst. Corp. Secretary

Date: 6/8/26

Approved as to form:

D. Graham Parker
Assistant City Attorney

**VERIFICATION**

State of Oklahoma )
) §
County of Tulsa )

Before me, a Notary Public, on this 8th day of June, 2026, personally appeared Stephen Tolar, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) 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 #04008955 EXP. 10-01-2028 STATE OF OKLAHOMA

_____
Notary Public

**ATTACHMENT A-1**
**TO**
**AMENDMENT NO. 1 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, 2026.

## 1.0 PROJECT UNDERSTANDING

1.1 CONSULTANT understands that the OWNER has retained their professional services in order to provide professional services (through Subconsultant) for the Old Adams Creek Force Main Condition Assessment, including project planning and data review, field reconnaissance, internal force main inspection, analysis of inspection results, and preparation of a technical memorandum. Services will include assessment of force main conditions, identification of air and gas pockets, leak and blockage detection, evaluation of system risks, and recommendations for future maintenance, rehabilitation, and operational improvements.

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 CONSULTANT will perform (through subconsultant) Adams Creek NW force main assessment located at the Adams Creek NW Lift Station. Scope of work includes:

2.1.1 Project Administration and Preliminary Risk Assessment:

a. Provide project management services including invoicing, scope, schedule, and fee tracking, and closeout services.
b. Meet with BAMA staff as necessary to discuss progress of the project.
c. Using GIS shapefiles, prepare preliminary risk assessment technical memorandum for sewer force mains in BAMA's collection system:
    i. Estimate percentage of design life used, comparing force main age to the design life of the pipe.
    ii. Assign a High/Medium/Low risk score for the following failure modes:
        1. Structural Integrity: risk of failure from increased overburden load compared to original installation conditions.
        2. External Corrosion: Identify risk of external pipe wall loss from soil environments.
        3. Internal Corrosion: Identify risk of internal pipe wall loss from wastewater environment.

4. Environmental Impact: Identify impact due to the surrounding environment resulting from a force main failure.
5. System Impact: Identify the impact to the collection system resulting from a force main failure.

2.1.2 Preparatory Work & Data Review

a. Conduct a kickoff meeting with the BAMA staff to discuss the project.
b. Discuss pump station history, operation, and maintenance.
c. Gather and review all available data from the BAMA regarding the lift stations and force mains, including GIS maps and databases, design and/or record drawings, maintenance, modification/rehabilitation, and repair records, past inspection data, lift station operational data, and any other related data.
    i. Dye Test Travel Time Calculations
    ii. Finalize Launch and Retrieval Locations
d. Share follow-up questions with the BAMA for discussion during the site visit.
e. Prepare for a field planning visit.
f. INGU Data Preparation
    i. Kickoff Meeting – RJN and INGU
    ii. INGU Deliverables
        1. KMZ File of Force Main Paths
        2. Excel Elevation Profile(s)
        3. Questionnaire(s)
g. Meet with BAMA staff on-site for site visit inspections. During visit, discuss any questions that arose during the data review process.
h. Pump station field check:
    i. Perform general assessments including verifying data from data review and accessing force main access for internal inspections.
    ii. Observe pump operations and conduct a dye test to measure travel time.
    iii. Discuss and confirm the ability to provide supplemental water to wet well for extended pumping of lift station to complete inspection, if necessary.
    iv. GPS locate (mapping grade) lift station structure.
i. Force main field check:
    i. Visually inspect all air-release valves (ARV) and structures on the force main routes. Observe valve exercising by BAMA staff to confirm operation, if possible.
    ii. Inspect force main outlets. Look for signs of corrosion and H2S gas and lamp up the force main pipes, as able. Determine methodology for catching Pipers.
    iii. GPS locate ARVs, known bends, other force main structures, and downstream discharge structures using an antenna, and incorporate this data into a KMZ file
j. Provide access to collected data on Clarity®, RJN's online data management hub.

2.1.3 Force Main Inspection

a. Discuss results of preliminary assessment with BAMA staff. Confirm that internal inspection of the force mains is feasible.
b. Contract with INGU on the rental of Pipers multi-sensors.
c. Provide equipment and personnel as necessary to perform internal inspection of the force mains and retrieval of the inspection tools.

Customize catching devices as necessary for force main discharge points.

d. Work with BAMA staff to assist in the launching, the operation of the pump station and the retrieval at the discharge manhole.
    i. Perform two Piper deployments per force main.

2.1.4 Data Evaluation and Technical Memorandum (TM)

a. Review and analyze inspection results and recommendations.
    i. Pipers' technology includes the following results:
        1. Acoustic leak detection
        2. Air and gas pocket detection
        3. High resolution pressure sensing
        4. Deposit, debris, and blockage locating
b. Include a summary of the work completed and results of the internal screening.
c. Prepare a GIS map of the force main systems, including findings from the site inspections, document review, and internal screening.
d. Provide recommendations for further inspections, rehabilitation/repair, and/or maintenance of the force mains.
e. Provide high-level budgetary estimates and recommended implementation timeline based on urgency.
f. Technical Memorandum (TM) Submittal:
    i. Provide a digital draft of TM,
    ii. Revise draft based on BAMA staff comments and submit a digital and two hard copies (if desired) of final TM.
    iii. Provide digital copies of all data, results, and photographs from inspections.
    iv. Upload final report to Clarity and submit a digital and two hard copies (if desired).

3.1 Items Requested from the OWNER

1. Updated GIS geodatabases and/or shape files for the sanitary sewer collection system.
2. Copies of available plan sets, specifications, record/as-built drawings, hydraulic profiles, pump records, or other documents related to the lift stations and force mains.
3. Access to sanitary structures for inspection. Assistance locating and opening seized/buried manholes and valve vaults/boxes as required.
4. If necessary, vacuum out structures that are inundated with infiltration.
5. We request the City operate pump station and valves and pumps during Pipers launch and assist by opening launch locations and inserting Pipers.
6. Provide supplemental water for continuous pumping of the lift station during the tests, if necessary.
7. Assistance with traffic control in high traffic areas, as necessary.

**ATTACHMENT C-1**
**TO**
**AMENDMENT NO. 1 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 and shall be made a part of the AGREEMENT dated the ___ day of June, 2026.

### 1.0 Basic Compensation

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A-1 shall be in accordance with the following payment breakdown

1.1 Project Management & Preliminary Risk Assessment: The OWNER shall pay the CONSULTANT a lump sum amount of $12,510.00 for the completion of the Project Management & Preliminary Risk Assessment. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 Preparatory Work, Data Review & Planning: The OWNER shall pay the CONSULTANT a lump sum amount of $20,212.00 for the completion of the Preparatory Work, Data Review & Planning. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.3 Force Main Inspection: The OWNER shall pay the CONSULTANT a lump sum amount of $26,775.00 for the completion of the Force Main Inspection. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.4 Data Evaluation and Technical Memorandum: The OWNER shall pay the CONSULTANT a lump sum amount of $20,160.00 for the completion of the Data Evaluation and Technical Memorandum. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

### 2.0 ADDITIONAL SERVICES BASED ON TIME

Additional work and compensation shall be performed upon joint approval by the OWNER and CONSULTANT in the form of an Amendment.

### 3.0 REPRODUCTION

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

**4.0 MILEAGE**

All direct costs shall be included in the Basic Compensation of the 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 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 E-1**
**TO**
**AMENDMENT NO. 1 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**

## PROJECT SCHEDULE

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

### 1.0 Field Reconnaissance Visit

1.1 Will be completed following the kickoff meetings with OWNER and INGU. To be Completed within two (2) month of a signed agreement.

### 2.0 Internal Inspections

2.1 To be completed within two (2) months of a successful field reconnaissance visit.

### 3.0 Technical Memorandum

3.1 To be completed within two (2) months of successful Internal Inspection.

**BROKEN ARROW MUNICIPAL AUTHORITY**
**PROFESSIONAL ANNUAL ON-CALL SERVICES AGREEMENT**
**FOR 2026-2027 VERDIGRIS RIVER WATER TREATMENT PLANT ON-CALL SERVICES**

**1. Professional Service Provider:**

a. Name: HDR Engineering, Inc.

b. Telephone No.: 972-960-4400

c. Address: 17111 Preston Road, Suite 300, Dallas, TX 75248-1232

**2. Project Title and Location:** Annual On-Call Services Agreement for the 2026-2027 Verdigris River Water Treatment Plant On-Call Servies in Broken Arrow, OK.

**3. Contract for:** Providing professional services associated with the Verdigris River Water Treatment Plant (VRWTP) for the Broken Arrow Municipal Authority. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Professional Service Provider agrees that this professional service shall be treated as an important service to the BAMA and also agrees to commit the time necessary to perform the professional services in a professional manner.

**4. Compensation**: Professional Service Provider shall be compensated on a time and material basis for costs incurred at Not to Exceed Fifty Thousand and No/100 ($50,000.00) for the entire Scope of the Professional Services rendered. Labor will be billed at hourly rates times a factor of 3.25, and expenses will be billed at cost. The parties agree that the Professional Service Provider's position is not a traditional BAMA employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time BAMA employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the BAMA's Administrative Policies.

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

**6. Time for Performance**: These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within the Three Hundred and Sixty-Five (365) calendar day contract after the date the Notice to Proceed is issued. The BAMA will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the BAMA on the hours required for the work item.

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

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

(1) General Liability Insurance, with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate;

(2) Automobile Liability Insurance, with a combined single limit of not less than $1,000,000 for each person, not less than $1,000,000 for each accident and not less than $1,000,000 for property damage; and

(3) Professional Liability Insurance, with a limit of $1,000,000 annual aggregate.

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

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

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

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

**11. Electronic Signatures**:

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

of electronically signed and/or submitted documents.

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

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

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

Broken Arrow Municipal Authority:

By: _____
Michael Spurgeon, General Manager

Date: _____

Attest: _____
Secretary [Seal]

Date: _____

Approved as to form:

D. Graham Parker
Assistant City Attorney

Professional Service Provider:
HDR Engineering, Inc.

By: _____
Lucas A. Bathurst

Title: Vice President

Date: 06/03/2026

Attest:
By: _____
Erin Pulido

Title: Administrative Office Manager

Date: 06/03/2026

**VERIFICATIONS**

State of Texas )
) §
County of Dallas )

Before me, a Notary Public, on this 3rd day of June 2026, personally appeared Lucas A. Bathurst, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or specify) of HDR Engineering, Inc. to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

_____
Notary Public

Jenifer Rayshell
Notary Public, State of Texas
Comm. Expires 04-06-2028
Notary ID 132433428

**BROKEN ARROW MUNICIPAL AUTHORITY**
**PROFESSIONAL ANNUAL ON-CALL SERVICES AGREEMENT**
**FOR 2026-2027 VERDIGRIS RIVER WATER TREATMENT PLANT ON-CALL SERVICES**

## ATTACHMENT A

### SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Engineering and Related Support Services associated with providing Hourly Professional On-Call Services. Services performed under the contract shall be performed on a not to exceed contract as requested by the BAMA.

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

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

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

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

3.1 The Professional Service Provider shall provide On-Call Professional Services. Professional Engineering services shall also include: identifying potential issues, identifying upgrades or replacements needed, and any further recommendations or assistance needed to maintain the VRWTP.

3.2 Work will be a not to exceed contract all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

[END OF ATTACHMENT A]

CITY OF
BROKEN ARROW
here opportunity lives



**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:** | Graham Mechanical |
| **Original RFP Number:** | 25.166 |
| **RFP Title Name:** | HVAC Services under $2,500 |
| **Original Award Date:** | 06/16/25 |
| **Current Contract Term:** | 06/16/2025 Through 06/30/2026 |
| **Amendment No.:** | 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:** | 07/01/2026 |
| **End Date of New Contract Term:** | 06/30/2027 |

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)** | Dale Graham |
| **Authorized Signature:** | Dale Graham |
| **Printed Name and Title of Person Signing:** | Dale Graham |
| **Date:** | 5/18/2026 |
| **Company Address:** | 2828 E. 51st Street Suite 100 Tulsa OK 74105 |

**Broken Arrow City Council**

| | |
|---|---|
| **Authorized Signature:** | Debra Wimpee |
| **Printed Name and Title of Person Signing:** | Debra Wimpee Mayor |
| **Date:** | 5/19/2026 |

James Walters
James Walters
Dep City Atty
5/19/2026

Curtis Green
Curtis Green
City Clerk
5/19/2026

City Council

ITY OF
BROKEN ARROW
here opportunity lives

**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:** | Graham Mechanical |
| **Original RFP Number:** | 25.166 |
| **RFP Title Name:** | HVAC Services under $2,500 |
| **Original Award Date:** | 06/16/25 |
| **Current Contract Term:** | 06/16/2025 Through 06/30/2026 |
| **Amendment No.:** | 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:** | 07/01/2026 |
| **End Date of New Contract Term:** | 06/30/2027 |

ITY OF
BROKEN ARROW
here 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)** | Dale Graham |
| **Authorized Signature:** | Dale Graham |
| **Printed Name and Title of Person Signing:** | Dale Graham |
| **Date:** | 5/18/2026 |
| **Company Address:** | 2828 E. 51st Street. Suite 100 Tulsa, OK 74105 |

**Broken Arrow Municipal Authority**

| | |
|---|---|
| **Authorized Signature:** | Debra Wimpee |
| **Printed Name and Title of Person Signing:** | Debra Wimpee Mayor |
| **Date:** | 5/19/2026 |

James Walters

James Walters

Dep City Atty

5/19/2026

Curtis Green

Curtis Green

City Clerk

5/19/2026

BAMA

BROKEN ARROW MUNICIPAL AUTHORITY CORPORATE SEAL OKLAHOMA

928 W. Mt. Vernon St.
Metamora, IL 61548
877.377.8124
sales@cloudpointgeo.com

# 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,** 2027 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.

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## 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

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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.

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# Signatures

In witness thereof, City of Broken Arrow and Cloudpoint Geospatial, Inc. agree to the terms as outlined herein on date: 6/23/2025

## City of Broken Arrow

| | |
|---|---|
| Signature | Debra Wimpee |
| Name | Debra Wimpee |
| Title | Mayor |
| Address | 220 South<br>First Street |
| City, State, Zip | Broken Arrow,<br>OK 74013 |

## Cloudpoint Geospatial

| | |
|---|---|
| Signature | Erin Strickler |
| Name | Erin Strickler |
| Title | Vice President |
| Address | 928 W. Mt. Vernon St. |
| City, State, Zip | Metamora, IL 61548 |

As approved
to form:

Danny Littlefield, Jr.

Danny Littlefield, Jr.

Deputy City Attorney

6/23/2025

BROKEN ARROW MUNICIPAL AUTHORITY CORPORATE SEAL OKLAHOMA

Curtis Green

6/23/2025

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# 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.

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**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

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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
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**CONTRACT RENEWAL NO. 3 of 4**

This renewal is entered into by and between the Supplier or Contractor and Broken Arrow Municipal Authority as defined below shall be effective **July 1, 2026**. To the extent the award requires Broken Arrow Municipal Authority to issue a Notice of Award Renewal for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Renewal.

| Broken Arrow Municipal Authority | |
|---|---|
| **Company's Full Legal Name:** | **Genuine Parts Company DBA: Napa Auto Parts** |
| **Original RFP Number:** | **Sourcewell Cooperative Purchasing contract (formerly NJPA) Number 090624-GPC** |
| **RFP Title Name:** | **Integrated Supply Agreement** |
| **Original Award Date:** | **July 31, 2023** |
| **Current Contract Term:** | **07/01/2025 Through 06/30/2026** |
| **Renewal No.:** | **3** |

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:** | **07/01/2026** |
| **End Date of New Contract Term:** | **06/30/2027** |

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 Renewal 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 Renewal, the contract awarded on or about **July 31, 2023**, 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 Renewal and the contract (including any written Renewals 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 Renewal to be duly executed by their authorized representatives.

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## Contractor – Company's Legal Name

| | |
|---|---|
| **Company's Legal Name:** | Genuine Parts Company |
| **Authorized Signature:** | Art Fischer |
| **Printed Name and Title of Person Signing:** | Art Fischer |
| **Date:** | 6/9/2026 |
| **Company Address:** | 2999 Wildwood PKWY United States<br>Atlanta Georgia |

## Broken Arrow City Council Mayor

| | |
|---|---|
| **Authorized Signature:** | Debra Wimpee |
| **Printed Name and Title of Person Signing:** | Debra Wimpee Mayor |
| **Date:** | 6/9/2026 |

## Broken Arrow City Attorney

| | |
|---|---|
| **Authorized Signature:** | James Walters |
| **Printed Name and Title of Person Signing:** | James Walters Dep City Atty |
| **Date:** | 6/9/2026 |

## Broken Arrow City Clerk

| | |
|---|---|
| **Authorized Signature:** | Curtis Green |
| **Printed Name and Title of Person Signing:** | Curtis Green Secretary |
| **Date:** | 6/9/2026 |

## Stamp for Broken Arrow Municipal Authority

BROKEN ARROW MUNICIPAL AUTHORITY CORPORATE SEAL OKLAHOMA

CITY OF
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**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 |

CITY OF
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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<br>Vice President |
| **Date:** | 6-3-2025 |
| **Company Address:** | 14915 S. 49th W. Ave<br>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

BAMA Stamp
BROKEN ARROW MUNICIPAL AUTHORITY CORPORATE SEAL OKLAHOMA

CITY OF
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**CONTRACT RENEWAL NO. 2 of 4**

This renewal is entered into by and between the Supplier or Contractor and Broken Arrow Municipal Authority as defined below shall be effective **July 1, 2026**. To the extent the award requires Broken Arrow Municipal Authority to issue a Notice of Award Renewal for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Renewal.

| Broken Arrow Municipal Authority | |
|---|---|
| **Company's Full Legal Name:** | **American Medical Gas** |
| **Original RFP Number:** | **25.109** |
| **RFP Title Name:** | **Medical Oxygen and Industrial Gas** |
| **Original Award Date:** | **October 15, 2024** |
| **Current Contract Term:** | **07/01/2025 Through 06/30/2026** |
| **Renewal No.:** | **2** |

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:** | **07/01/2026** |
| **End Date of New Contract Term:** | **06/30/2027** |

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 Renewal 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 Renewal, the contract awarded on or about **October 15, 2024**, 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 Renewal and the contract (including any written Renewals 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 Renewal to be duly executed by their authorized representatives.

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## Contractor – Company's Legal Name

| | | | |
|---|---|---|---|
| **Company's Legal Name:** | American Medical Gas Resources LLC. | | |
| **Authorized Signature:** | Scott Sanders | | |
| **Printed Name and Title of Person Signing:** | Scott Sanders | President | |
| **Date:** | 6/10/2026 | | |
| **Company Address:** | 14915 S 49th W Ave | Kiefer | United States |
| | Oklahoma | 74041 | |

## Broken Arrow Municipal Authority Chair

| | | |
|---|---|---|
| **Authorized Signature:** | Debra Wimpee | |
| **Printed Name and Title of Person Signing:** | Debra Wimpee | Mayor |
| **Date:** | 6/11/2026 | |

## Broken Arrow City Attorney

| | | |
|---|---|---|
| **Authorized Signature:** | James Walters | |
| **Printed Name and Title of Person Signing:** | James Walters | Dep City Atty |
| **Date:** | 6/11/2026 | |

## Broken Arrow City Clerk

| | | |
|---|---|---|
| **Authorized Signature:** | Curtis Green | |
| **Printed Name and Title of Person Signing:** | Curtis Green | Secretary |
| **Date:** | 6/11/2026 | |

## Stamp for Broken Arrow Municipal Authority



CITY OF
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**CONTRACT RENEWAL NO. 2 of 4**

This renewal is entered into by and between the Supplier or Contractor and Broken Arrow Municipal Authority as defined below shall be effective **July 1, 2026**. To the extent the award requires Broken Arrow Municipal Authority to issue a Notice of Award Renewal for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Renewal.

| Broken Arrow Municipal Authority | |
|---|---|
| **Company's Full Legal Name:** | **Addco Electric, Inc.** |
| **Original RFP Number:** | **24.153** |
| **RFP Title Name:** | **Electrical Services under $2,500** |
| **Original Award Date:** | **July 1, 2024** |
| **Current Contract Term:** | **07/01/2025 Through 06/30/2026** |
| **Renewal No.:** | **2** |

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:** | **07/01/2026** |
| **End Date of New Contract Term:** | **06/30/2027** |

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 Renewal 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 Renewal, the contract awarded on or about **July 1, 2024**, 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 Renewal and the contract (including any written Renewals 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 Renewal to be duly executed by their authorized representatives.

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**Contractor – Company's Legal Name**

| | |
|---|---|
| **Company's Legal Name:** | Addco Electric, Inc. |
| **Authorized Signature:** | Neil Roberts |
| **Printed Name and Title of Person Signing:** | Neil Roberts, President |
| **Date:** | 6/10/2026 |
| **Company Address:** | 1136 South 107th East ave.<br>Tulsa OK, 74128 |

**Broken Arrow Municipal Authority Chair**

| | |
|---|---|
| **Authorized Signature:** | Debra Wimpee |
| **Printed Name and Title of Person Signing:** | Debra Wimpee<br>Mayor |
| **Date:** | 6/11/2026 |

**Broken Arrow City Attorney**

| | |
|---|---|
| **Authorized Signature:** | James Walters |
| **Printed Name and Title of Person Signing:** | James Walters<br>Dep City Atty |
| **Date:** | 6/10/2026 |

**Broken Arrow City Clerk**

| | |
|---|---|
| **Authorized Signature:** | Curtis Green |
| **Printed Name and Title of Person Signing:** | Curtis Green<br>Clerk |
| **Date:** | 6/11/2026 |

**Stamp for Broken Arrow Municipal Authority**

