

Memorandum:

Recommendation for Termination of Contract #23310 –
Meadow Heights Concrete Panel Replacement Street
Repair

Exhibit 2:

Emails Between Contractor and City

From: Vardasco, Joe
Sent: Friday, August 15, 2025 2:54 PM
To: Amber Wells
Cc: Kohl, Nathanael; Tyler Ellis; Edwards, Blake
Subject: RE: Meadow Heights PA2 - Payment Inquiry

There will be no additional cost for pumping.

Joseph R. Vardasco

*Contract Administrator-Utility Inspector
Engineering & Construction Department*

City of Broken Arrow

485 N. Poplar Ave

Broken Arrow, OK 74013

Office: 918-259-2400 | mobile: 918-857-0323

jvardasco@brokenarrowok.gov | www.brokenarrowok.gov



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From: Amber Wells <Amber@ellis-concrete.com>
Sent: Friday, August 15, 2025 2:46 PM
To: Vardasco, Joe <JVardasco@brokenarrowok.gov>
Cc: Kohl, Nathanael <NKohl@brokenarrowok.gov>; Tyler Ellis <tyler@ellis-concrete.com>; Edwards, Blake <BEDwards@brokenarrowok.gov>
Subject: Re: Meadow Heights PA2 - Payment Inquiry

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Joe,

Ellis Concrete has been pumping water out on this project since the beginning of work on May 27th. We understand our responsibility under the contract to provide pumps and remove water as needed. However, this year has brought significantly more rainfall than normal, which has required ongoing pumping efforts from the start and we have fulfilled that need.

The issue we are raising is not about whether we are pumping, we have been. The problem is that we are being directed to excavate deeper depths than originally anticipated, which increases the volume of

water to be removed and requires additional manpower, equipment, and time beyond what was included in the contract scope of work.

We are documenting these impacts because the excessive excavation depth and additional pumping are direct contributors to higher costs and delays. These issues need to be formally addressed so Ellis is not left carrying the burden of work outside the original scope.

We will continue pumping to keep the project moving, but we need clear, written directives for these changes and for how COBA intends to address the additional costs incurred.

Thank you,

On Thu, 14 Aug 2025 at 15:53, Vardasco, Joe <JVardasco@brokenarrowok.gov> wrote:

The contract makes it clear. We need to stop with this nonsense of going around and around. Read the contract and get the job done accordingly to the contract or move on.

SP 6.11. The Contractor shall provide all necessary pumps, drains, ditches and other means for removing

water from the site of the Work and shall satisfactorily remove the water. Contractor shall provide additional pumps or drains at any place where the Contract Administrator deems them necessary.

The area with a water leak is a city issue that they are aware of and will take care of. Tyler is very aware of this, so, if you are just finding out, then you should ask first withing your office.

This area you keep talking about perking water had dried up and hardened enough to carry a piece of equipment over 4 tons without any pumping or rutting. So, do as I have directed as the Contract Administrator for the City of Broken Arrow and pump the water out for it to dry.

I have given you Directives on how to proceed in just about everything your company does. Read your contract, understand your contract, and fulfill your contract, and we both, the City of Broken Arrow and Ellis Concrete will be able to walk away happy with the work completed and looking forward to the next project. That's how it should be.

As for change orders. I have explained that to Ellis Concrete several times and if you have not understood that by now. THERE'S NO HOPE.

3.0 CONTRACT ADMINISTRATOR'S POWER AND DUTIES

3.1. The Contract Administrator shall give all orders and directions contemplated under the Contract

Documents relative to the execution of the Work. The Contract Administrator shall determine the amount,

quality, acceptability, and fitness of the several kinds of work and materials, which are to be paid for under

this Contract and shall decide all questions relative to said Work and the construction thereof. The

Contract Administrator's estimates and decisions shall be final and conclusive, except as herein otherwise

expressly provided. In case any questions shall arise between the parties hereto relative to the Contract

Documents, the Contract Administrator's determination or decision shall be a condition precedent to the

right of the Contractor to receive any money under this Contract for anything affected in any manner or extent by such questions.

3.2. The Contract Administrator or Project Engineer shall decide the meaning and intent of any portion of

the Plans and Specifications or Drawings, where the same may be found obscure or be in dispute; and the

Contract Administrator or Project Engineer shall have the right to correct any errors or omissions therein

when such corrections are necessary to properly perform the intent of Plans and Specifications or

Drawings. Any such corrections shall be implemented immediately from the time that the Contract Administrator gives notice, in writing thereof, to the Contractor.

3.6. The Contract Administrator or Project Engineer shall decide all questions, which may arise as to the

quality or acceptability of materials furnished, and Work performed, as to the manner of performance and

rate of progress of the Work, whether or not such questions involve the interpretation of the Plans and Specifications. The Contract Administrator's or Project Engineer's decision on such questions shall be final and the Contract Administrator or Project Engineer shall have executive authority to enforce and make effective such decisions and orders.

Joseph R. Vardasco

Contract Administrator-Utility Inspector

Engineering & Construction Department

City of Broken Arrow

485 N. Poplar Ave

Broken Arrow, OK 74013

Office: 918-259-2400 | mobile: 918-857-0323

jvardasco@brokenarrowok.gov | www.brokenarrowok.gov



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From: Amber Wells <Amber@ellis-concrete.com>

Sent: Thursday, August 14, 2025 3:05 PM

To: Vardasco, Joe <JVardasco@brokenarrowok.gov>

Cc: Kohl, Nathanael <NKohl@brokenarrowok.gov>; Tyler Ellis <tyler@ellis-concrete.com>; Edwards, Blake <BEwards@brokenarrowok.gov>

Subject: Re: Meadow Heights PA2 - Payment Inquiry

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Joe,

Like I stated previously, yesterday's pump was a courtesy. Due to the sudden change of scope we are now pumping out 2' of water that took our crew a full working day. Also I just found out that the hole with the broken water line would be the city's responsibility. Secondly, the area we pumped is also perking water therore, why i sent the change order email.

Please let me know where we are at on change order approvals and written directives , our crew is running out of productive things to do.

Thank you!

On Wed, 13 Aug 2025 at 14:33, Vardasco, Joe <JVardasco@brokenarrowok.gov> wrote:

Ellis Concrete still needs to pump the rest of the water off of the subgrade at the intersection of Hickory and El Paso.

Sent via the Samsung Galaxy S21 Ultra 5G, an AT&T 5G smartphone
Get [Outlook for Android](#)

From: Amber Wells <Amber@ellis-concrete.com>

Sent: Wednesday, August 13, 2025 10:44:53 AM

To: Vardasco, Joe <JVardasco@brokenarrowok.gov>

Cc: Kohl, Nathanael <NKohl@brokenarrowok.gov>; Tyler Ellis <tyler@ellis-concrete.com>; Edwards, Blake <BEwards@brokenarrowok.gov>

Subject: Re: Meadow Heights PA2 - Payment Inquiry

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Good morning Joe,

Thank you for following up on the payment status.

Regarding the location at 332 S. Hickory Ave, we can not send someone out to place rock in the gap until we get a written directive, I will have the crew move the cure drum as requested.

We are also still waiting on written directives for pending work changes on Meadow Heights.

We have instructed our crew members on site to keep communication with residents professional and accurate, the conversation that was had with [Ellis] Joe and Ms. Anita Coleman did not go as stated. Joe told her it would be 1-2 months weather permitting before circling back around to that area, not 6 months.

Can you confirm when our submitted change orders will be reviewed and approved so we can proceed without further delay?

Thanks,
Amber Wells
Operations Director
Ellis Concrete Construction

On Wed, 13 Aug 2025 at 08:02, Vardasco, Joe <JVardasco@brokenarrowok.gov> wrote:

The Assistant City Manager signed 08/05/2025 and you will see direct deposit this week.

Joseph R. Vardasco

Contract Administrator-Utility Inspector

Engineering & Construction Department

City of Broken Arrow

485 N. Poplar Ave

Broken Arrow, OK 74013

Office: 918-259-2400 | mobile: 918-857-0323

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From: Amber Wells <Amber@ellis-concrete.com>

Sent: Tuesday, August 12, 2025 3:52 PM

To: Vardasco, Joe <JVardasco@brokenarrowok.gov>

Cc: Kohl, Nathanael <NKohl@brokenarrowok.gov>; Tyler Ellis <tyler@ellis-concrete.com>; Edwards, Blake <BEwards@brokenarrowok.gov>

Subject: Meadow Heights PA2 - Payment Inquiry

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Hi Joe,

I hope you're doing well. I wanted to check in and ask about the status of the payment for the recent work completed on the Meadow Heights projects. Could you please provide an update on when we can expect to receive it?

Thanks in advance for your help.

Best regards,
Amber Wells
Operations Director
Ellis Concrete Construction

--

Amber R. Wells
Director of Operations

918-845-6177 Office

918-813-5347 Cell

Amber@Ellis-Concrete.com

Ellis-Concrete.com



From: Ashley Scrapper <ashley@ellis-concrete.com>
Sent: Thursday, July 24, 2025 12:13 PM
To: Kohl, Nathanael
Cc: Vardasco, Joe; Tyler Ellis; Edwards, Blake; Amber Wells
Subject: Re: Ellis Concrete - Meadow Heights - ST23310

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Hello Nathan,

Thank you for clarifying, the route that was taken to measure was, 808 W. El Paso St., headed West, to Hickory Pl. then, to W Houston St.

Please let me know if you would like any more information to move our PA forward.

Thank you,

On Thu, 24 Jul 2025 at 11:58, Kohl, Nathanael <NKohl@brokenarrowok.gov> wrote:

Ashley,

Can you please provide where you measured on the project. We want to make sure we are all measuring the same areas. Thanks

Nathan Kohl, P.E., CFM
Construction division Manager

City of Broken Arrow
Office: 918-259-7000 ext. 7631
Cell: 539-292-8929

From: Ashley Scrapper <ashley@ellis-concrete.com>
Sent: Thursday, July 24, 2025 11:29:54 AM
To: Vardasco, Joe <JVardasco@brokenarrowok.gov>
Cc: Tyler Ellis <tyler@ellis-concrete.com>; Kohl, Nathanael <NKohl@brokenarrowok.gov>; Edwards, Blake <BEdwards@brokenarrowok.gov>; Amber Wells <amber@ellis-concrete.com>
Subject: Ellis Concrete - Meadow Heights - ST23310

You don't often get email from ashley@ellis-concrete.com. [Learn why this is important](#)

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Hello Joe,

Hello Joe,

I've attached **PA2 with the revised quantities** for the week ending July 23.

Please review at your earliest convenience, and let us know if you have any questions or if further clarification is needed.

Thank you,

Ashley M. Scrapper

918-845-6177 Office

918-261-9687 Cell

Ashley@Ellis-Concrete.com

Ellis-Concrete.com



--

Ashley M. Scrapper

918-845-6177 Office

918-261-9687 Cell

Ashley@Ellis-Concrete.com

Ellis-Concrete.com



From: Vardasco, Joe
Sent: Wednesday, July 23, 2025 12:33 PM
To: Ashley Scrapper
Cc: Kohl, Nathanael; Edwards, Blake; Tyler Ellis; Amber Wells
Subject: Re: PA 2

I did not send the pay application for signatures, therefore the dates were not of importance. I attached my estimate for your review.

I will schedule a meeting here at the office with the appropriate personnel.

Sent via the Samsung Galaxy S21 Ultra 5G, an AT&T 5G smartphone
[Get Outlook for Android](#)

From: Ashley Scrapper <ashley@ellis-concrete.com>
Sent: Wednesday, July 23, 2025 12:17:52 PM
To: Vardasco, Joe <JVardasco@brokenarrowok.gov>
Cc: Kohl, Nathanael <NKohl@brokenarrowok.gov>; Edwards, Blake <BEdwards@brokenarrowok.gov>; Tyler Ellis <tyler@ellis-concrete.com>; Amber Wells <amber@ellis-concrete.com>
Subject: Re: PA 2

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Good afternoon Joe,

I wanted to inform you that due to my current circumstances and the direction the communication has taken, I will be transitioning this project correspondence over to my boss, **Amber Wells**. She is fully briefed on all project matters and will be your main point of contact moving forward.

Additionally, I'd like to clarify that the **Pay App revisions** that were sent over are **not up to date**. While we acknowledge the changes made to the quantities for **Separator Fabric, Unclassified Excavation, and Subgrade Method B**, the **dates reflected on the Pay App are incorrect**, which makes the current version you sent **invalid for discussion**. Amber will follow up with you directly to ensure the corrections are made.

We are currently **revising PA2 with completed quantities** and will **resubmit it tomorrow**. We simply **cannot afford to continue delaying payment**, as you know, we have **labor and vendors** who must be paid in a timely manner, and this delay is impacting our ability to maintain project momentum.

Also, we will **not be able to attend the site meeting scheduled for tomorrow at 10:00 AM** due to other commitments that take precedence. Please let us know what alternate times may work for your schedule so we can coordinate a meeting that works for all parties.

Thank you for your time and continued cooperation.

Ashley Scrapper

Property Manager

Ellis Concrete Construction

On Wed, 23 Jul 2025 at 09:12, Vardasco, Joe <JVardasco@brokenarrowok.gov> wrote:

Ashley,

I have attached my adjusted quantities for your review. The following are the completed quantities I have for West El Paso Street and South Hickory Place to date.

Thank you.

Joseph R. Vardasco

Contract Administrator-Utility Inspector

Engineering & Construction Department

City of Broken Arrow

485 N. Poplar Ave

Broken Arrow, OK 74013

Office: 918-259-2400 | mobile: 918-857-0323

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From: Ashley Scrapper <ashley@ellis-concrete.com>

Sent: Thursday, July 17, 2025 4:24 PM

To: Vardasco, Joe <JVardasco@brokenarrowok.gov>

Cc: Kohl, Nathanael <NKohl@brokenarrowok.gov>; Edwards, Blake <BEwards@brokenarrowok.gov>

Subject: Re: PA 2

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Hi Joe,

Attached is PA2 for your review.

Regarding **Bid Item No. 3** – “stand-alone patch” – we will remove this item and include it under paving, per your revision. We will ensure that #5 rebar will be drilled and epoxied on 12" centers. Would you like separator fabric to lap all sides? or stick with the same method we are doing on the road?

On **Bid Item No. 14 – Separator Fabric**, I'm glad we came to common ground. When I brought this to my boss's attention, he recognized the discrepancy. The correct lap is a **50" lap for curb and gutter**, and a **1.5' lap for end sections of the road panels**. He also mentioned that you chose not to include the inside lane lap, which is why our previous quantities were off. For that reason, we base our calculations on **actual material purchased**.

As for **Bid Item No. 15 – Unclassified Excavation**, this item will need to be **revised**. I appreciate your honesty in the review process, and we like Bluebeam as well. That said, my boss has clarified that we calculate quantities based on **field measurements and haul tickets**, not just the plan set.

I personally measured the project and counted every ticket. My boss confirms the cubic yardage is accurate, using **12 cubic yards per load** as a conservative (low-end) estimate. Additionally, our superintendent, Joe, informed us that the **existing concrete is very thin in many areas therefore more CY would be removed**, which was discussed in a **progress meeting with Nathan and my boss**. Because of this, Bluebeam's plan-based measurements wouldn't be fully accurate for **ALL** scopes of work especially since most of the line item quantities are not accurate for example Subgrade Method B has the same quantity as road paving that extends 20".

We will ensure that all working and billable quantities are fully updated and accurate on PA3. Given the volume of work we're performing to meet project deadlines, maintaining timely and consistent

payments is essential. On the Brentwood project, for example, we follow a billing cycle where invoices are submitted on the 2nd and 4th Thursday, signatures are obtained on Friday with confirmation of submission to finance, and payments are issued the following Thursday. The current disbursement schedule on this project presents a real challenge in sustaining that same pace of production.

With all this in mind, we recognize the challenges that have come up on this project and remain committed to working through them collaboratively—just as we have on Brentwood—to ensure the City of Broken Arrow receives the high-quality results it expects and deserves

PS. I will be out of the office until Tuesday 22nd due to a family emergency.

Thank you!

Ashley Scrapper
Project Manager
Ellis Concrete Construction

On Mon, 14 Jul 2025 at 09:27, Vardasco, Joe <JVardasco@brokenarrowok.gov> wrote:

Ashley, correction on item #3. The work has been completed.

Sent via the Samsung Galaxy S21 Ultra 5G, an AT&T 5G smartphone
Get [Outlook for Android](#)

From: Vardasco, Joe
Sent: Monday, July 14, 2025 8:39:24 AM
To: Ashley Scrapper <ashley@ellis-concrete.com>
Cc: Tyler Ellis <tyler@ellis-concrete.com>; Amber Wells <amber@ellis-concrete.com>; Edwards, Blake <BEwards@brokenarrowok.gov>; Kohl, Nathanael <NKohl@brokenarrowok.gov>
Subject: RE: PA 2

Regarding Bid Item No. 3, full depth PCC Patching Detail 1 sheet 3 was constructed with the Remove and Replace PC Concrete Street Section with the Multipanel Replacement Detail. Item No. 3 is a stand-alone patch and there has not been any of this work constructed. I am very open to someone showing me in the field where this work has been done. I have been wrong before.

Bid Item No. 14 is a good catch, and I have made my adjustments to my spreadsheet.

Bid Item No. 15, Unclassified Excavation is paid by Cubic Yards. This item will not be paid based on truck loads. Although calculating truck loads is a good quick reference in identifying current quantities. The quantity I have is calculated using Bluebeam Revu, a PDF-based software application designed for the Architecture, Engineering, and Construction (AEC) Industry. I still have 619 Cubic Yards for bid item No. 15

Item			Bid Item Quantity	Unit Price
Bid Item No.	Description	Units		
1	Temporary Fiber Log	LF	77.00	\$5.00
2	Remove and Replace P.C. Concrete Street Section	SY	13917.00	\$69.00
3	Full Depth PCC Patching	SY	54.00	\$175.00
4	Remove and Replace P.C. Concrete Barrier Curb	LF	6985.00	\$20.00
5	Remove and Replace P.C. Concrete Sidewalk	SY	669.00	\$60.00
6	Remove and Replace 6" Concrete Driveway (H.E.S.)	SY	736.00	\$75.00
7	Install Curb Ramp (Type "B")	EA	14.00	\$500.00
8	Install Curb Ramp (Type "D")	EA	2.00	\$750.00
9	Remove and Replace Inlet with CICI (DES 2)	EA	5.00	\$4,000.00
10	Adjust Valve Box to Grade (Including Concrete Collars less than 4")	EA	8.00	\$500.00
11	Solid Slab Sodding	SY	500.00	\$10.00
12	Subgrade Method B	SY	13917.00	\$7.00
13	Aggregate Base Type A	CY	2320.00	\$42.00
14	Separator Fabric	SY	16221.00	\$1.75
15	Unclassified Excavation	CY	2320.00	\$12.00
16	Unclassified Borrow/Fill	CY	10.00	\$35.00
17	Unclassified Borrow/Fill	LF	91.00	\$11.00

Joseph R. Vardasco

Contract Administrator-Utility Inspector

Engineering & Construction Department

City of Broken Arrow

485 N. Poplar Ave

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From: Ashley Scrapper <ashley@ellis-concrete.com>

Sent: Friday, July 11, 2025 2:29 PM

To: Vardasco, Joe <JVardasco@brokenarrowok.gov>

Cc: Tyler Ellis <tyler@ellis-concrete.com>; Amber Wells <amber@ellis-concrete.com>; Edwards, Blake <BEwards@brokenarrowok.gov>; Kohl, Nathanael <NKohl@brokenarrowok.gov>

Subject: Re: PA 2

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Good Afternoon Joe,

My apologies, I appreciate you catching those errors and getting back with me. We've revised some of the marked items, although some of the things listed were correct on our end. Regarding Bid Item No. 3 please see sheet

9 for the patching. For Bid Item No.14 Separator Fabric the calculation would be 2.5. This is explained on the Miscellaneous Details Sheet (1 of 3). Lastly Bid Item No. 15, unclassified excavation is calculated by truck loads

and we have double verified these numbers are correct. I'm attaching the revised PA 2 here.

Thank you for the warm welcome.

Ashley Scrapper
Project Manager
Ellis Concrete
918-845-6177
Ashley@ellis-concrete.com

On Fri, 11 Jul 2025 at 10:22, Vardasco, Joe <JVardasco@brokenarrowok.gov> wrote:

Ashley, on the attached COBA CA's payment application, you will find the actual total quantities completed to date.

The total quantities listed on this estimate are the corrected quantities. With the first estimate we went through some stumbling blocks and I just want to ensure that we get everything correct early on.

On a different note. Welcome aboard, and I look forward to working with you.

Joe

Joseph R. Vardasco

Contract Administrator-Utility Inspector

Engineering & Construction Department

City of Broken Arrow

485 N. Poplar Ave

Broken Arrow, OK 74013

Office: 918-259-2400 | mobile: 918-857-0323

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From: Ashley Scrapper <ashley@ellis-concrete.com>

Sent: Thursday, July 10, 2025 1:59 PM

To: Vardasco, Joe <JVardasco@brokenarrowok.gov>

Cc: Tyler Ellis <tyler@ellis-concrete.com>; Amber Wells <amber@ellis-concrete.com>

Subject: PA 2

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Hello Joe,

My name is Ashley Scrapper, I'm a project manager with Ellis Concrete. I'll be managing this project moving forward and wanted to take a moment to introduce myself.

I've attached the paperwork for PA 2 for your review. I've added all the unclassified excavation to this pay period, from the beginning of the project to the date on pay app 2. Please let me know if you have any questions or need anything additional.

I look forward to working with you and the City of Broken Arrow team.

Best regards,

Ashley Scrapper

Project Manager

Ellis Concrete

918-845-6177

Ashley@ellis-concrete.com

From: Kohl, Nathanael
Sent: Friday, August 1, 2025 3:24 PM
To: Amber Wells
Cc: Vardasco, Joe; Tyler Ellis
Subject: RE: Meadow Heights Concrete Panel Replacement
Attachments: Work Change Directive-ST23310 Hickory Ave.pdf

Amber,
Yes there was supposed to be time added. I apologize for missing that have attached the corrected WCD.

At the meeting on Tuesday we will have a discussion on how the measurements will take place. The separator fabric discussion last Friday is still the plan as it seems it was an interpretation of plans that was in question.

SP 34.5 will be followed. Adjustments to the depth can be made if there is an agreement in the field between the City and Tyler that more Agg base was needed to stabilize. If there is no prior agreement then we must follow SP 34.5. These agreements will be noted and used during the calculations for the pay apps.

We will discuss

Nathan Kohl, P.E., CFM

Construction Division Manager

Engineering and Construction Department

City of Broken Arrow

485 N. Poplar Ave.

Broken Arrow, OK 74012

Office: 918-259-7000 ext. 7631 | Cell: 539-292-8929

nkohl@brokenarrowok.gov | www.brokenarrowok.gov



more on Tuesday. Thank you for the photos and testing results.

From: Amber Wells <Amber@ellis-concrete.com>
Sent: Friday, August 1, 2025 2:59 PM
To: Kohl, Nathanael <NKohl@brokenarrowok.gov>
Cc: Vardasco, Joe <JVardasco@brokenarrowok.gov>; Tyler Ellis <tyler@ellis-concrete.com>
Subject: Re: Meadow Heights Concrete Panel Replacement

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Good Afternoon Nathan.

After reviewing the Work Change Directive, Field Work Order No. 1, It doesn't state that we have any additional days to the contract time.

I appreciate you for reviewing the payapp and moving it forward, I did notice that you didn't agree on the quantities, only the dollar amount (Based on your email verbiage). I spoke with Tyler and he agreed to the onsite measuring on all quantities except unclassified excavation, separator fabric, and Type A Agg Base. Right now we are in the middle of a change order with CI Joe as he now understands these issues.

Tim has stated from the beginning of the project that what we install is what we get paid for. The reason Tim stated this was, he wanted the water to flow and not hold Therefore over writing the contract that states we may not move elevations 1/8" of an inch. The rock is compressing into the fatty clay now this issue isn't as bad as Meadow Heights but we will start probing if things change on Brentwood. We have been paid on every PA based on the quantity installed to date. If this is now going to change, we all need to come to an agreement on these 3 bid items that will be addressed at Tuesday's site meeting.

Thank you for clarifying the order of precedence, based on our operations we have been following them in this order, Plans and Special Provisions (addendum 1), Specs, then Standard Plan Sheets Because of the precedence of what's been going on we have been doing this with Tim on Brentwood. However, Tim and Joe have not been following this order. Per the phone conversation you're writing about, CI Joe stated that he now wanted to do the separator fabric like Tim on Brentwood. Tyler stated to both of them with you present and our staff present that we suggested doing it this way and they agreed. Is this not the order of precedence?

I spoke with the owner Tyler, he did not agree to SP 34.5 on Agg Base Type A, Separator Fabric, and Unclassified Excavation. However, Tyler will agree with SP 45.5 with field verification.

Please see attached photos showing thin concrete and Probe Testing provided by Spectest.

Amber R. Wells

918-845-6177 Office

918-813-5347 Cell

Amber@Ellis-Concrete.com

Ellis-Concrete.com



On Wed, 30 Jul 2025 at 11:40, Kohl, Nathanael <NKohl@brokenarrowok.gov> wrote:

Good Morning,

Please see attached Work Change Directive for Meadow Heights Project ST23310. If you have any questions about this work change, please let me know.

About the Pay Application.

We will pay out this pay application because it is within the dollar amount that we stated to Tyler on the phone. Joe has signed the Pay App and is on my desk to route for signatures, which I will do today. For all future pay applications for both Meadow Heights and Brentwood. Joe and Tim will measure together and with who you want to be on site to measure with them. All pay applications in the future will be measured together and the quantities agreed upon before final submission. The quantities will be measured in accordance with our special provisions, COBA specifications, and the plans in order to make sure that the contract is followed. In case of discrepancy between Contract documents, the order of precedence is as follows: (1) For Information, Technical Specifications over Drawings; (2) For Dimensions, Project Drawings over Specifications. Project Drawings and Specifications both take precedence over supplementary documents. In case of a discrepancy in the information, the governing ranking will be: 1) Plans and

Specifications; 2) Supplemental Specifications; and 3) Standard Plan Sheets.

The quantities in question for the Aggregate Base Type A, Separator Fabric, and Unclassified Excavation will be measured according to SP 34.5, as agreed upon with Tyler on the phone on 25 July 2025, and SP 45.5, respectively. In order to make sure that we are all in agreement with quantities moving forward, Joe, Tim,

myself, and your representative will meet on site before the submission of the next pay app and measure the job again. If it is found that the quantities have been overpaid or underpaid, it will reflect on the next pay application.

Nathan Kohl, P.E., CFM

Construction Division Manager

Engineering and Construction Department

City of Broken Arrow

485 N. Poplar Ave.

Broken Arrow, OK 74012

Office: 918-259-7000 ext. 7631 | Cell: 539-292-8929

nkohl@brokenarrowok.gov | www.brokenarrowok.gov



From: Amber Wells <Amber@ellis-concrete.com>

Sent: Tuesday, July 29, 2025 4:02 PM

To: Vardasco, Joe <JVardasco@brokenarrowok.gov>

Cc: Kohl, Nathanael <NKohl@brokenarrowok.gov>; Tyler Ellis <tyler@ellis-concrete.com>

Subject: Re: Meadow Heights Concrete Panel Replacement

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Hello Joe,

Following our recent discussions and review of PA 2, we have updated the quantities to reflect agreed-upon changes for the following bid items:

- Paving
- Sidewalk
- Subgrade Method B
- Concrete Barrier Curb (No Change)

We appreciate your collaboration on these adjustments.

However, we are standing firm on the quantities submitted for the following bid items. You spoke to Tyler today, and while walking the jobsite you saw where the issues on these bid items come into concern.

- Aggregate Base Type A
- Separator Fabric
- Unclassified Excavation

These quantities are based on actual material used and work completed in the field.

Please let us know if you have any questions. Otherwise, we will proceed with the revised PA 2 as submitted.

Best regards,

Amber Wells

Ellis Concrete Construction
918.845.6177

On Fri, 25 Jul 2025 at 15:25, Vardasco, Joe <JVardasco@brokenarrowok.gov> wrote:

Ms. Amber,

Nate and I was on site today and field measured quantities. Please see the attached Estimate I provided for review of these measurements.

Nate, Tyler, Tim, and I had a phone conversation this morning to discuss some changes we thought would help move this project forward.

For each pay estimate I will field measure with Tim Hopkins to verify my measurements of the work completed, and Tyler expressed he would be present as well. Blue Beam Soft Wear will not be used unless agreed to with Tyler in special situations. "If any" The separator fabric will be calculated at a 50" lap under, up and over the aggregate base material for the curb area. Along the road center line, if the connecting panel is not to be removed, the separator fabric will not overlap, rather than laid against the remaining existing panel. When the connecting panel will be removed, there will be additional concrete cut and removed to allow a form set. This will allow the rock and fabric to be fully under and overlapped with the connecting panel. This is the same method taking place on Tim's job and it is producing a cleaner concrete placement.

Thank you and have a great weekend.

Joseph R. Vardasco

Contract Administrator-Utility Inspector

Engineering & Construction Department

City of Broken Arrow

485 N. Poplar Ave

Broken Arrow, OK 74013

Office: 918-259-2400 | mobile: 918-857-0323

jvardasco@brokenarrowok.gov | www.brokenarrowok.gov



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From: Edwards, Blake
Sent: Monday, August 11, 2025 2:44 PM
To: Amber Wells
Cc: Tyler Ellis; Kohl, Nathanael; Vardasco, Joe
Subject: RE: Urgent - Written Work Directive Needed - Meadow Heights & Brentwood

Amber

The remediation steps you mentioned are those which were given to us by the EOR in a response to an RFI related to the matter. I am out of the office for the afternoon but will talk with Joe about this first thing in the morning to see if there is still any confusion that needs resolving.

Thanks,

Blake Edwards

*Construction Project Engineer
Engineering & Construction Department*

City of Broken Arrow

485 N. Poplar Ave

Broken Arrow, OK 74013

Office: 918-259-7000 ext. 7632 | mobile: 918-510-7883

BEwards@brokenarrowok.gov | www.brokenarrowok.gov



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From: Amber Wells <Amber@ellis-concrete.com>
Sent: Monday, August 11, 2025 2:09 PM
To: Edwards, Blake <BEwards@brokenarrowok.gov>
Cc: Tyler Ellis <tyler@ellis-concrete.com>; Kohl, Nathanael <NKohl@brokenarrowok.gov>
Subject: Urgent - Written Work Directive Needed - Meadow Heights & Brentwood

You don't often get email from amber@ellis-concrete.com. [Learn why this is important](#)

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Blake,

I wanted to bring to your attention an urgent matter preventing us from moving forward at Meadow Heights Brentwood.

The remediation steps outlined by Inspector Joe —

- Over-excavate 18” of unsuitable material
- Drain, scarify, and compact the subgrade as best as possible (per Subgrade Method B)
- Install separator fabric to wrap remediation material
- Install a 9” lift of Type (A) Aggregate Base (compact per specs)
- Install another layer of separator fabric to wrap material
- Install another 9” lift of Type (A) Aggregate Base (compact per specs)

Do not align with the conversation we had in the field on Tuesday, August 5th. In that meeting, Nathan specifically stated that geogrid was being used throughout the City of Broken Arrow. Spectest has been on site multiple times, and the directives given in the field do not match recommendations from either the testing engineer or Kimley-Horn.

Additionally, the extra excavation being required is creating greater depth that must be backfilled with rock, further impacting quantities and cost. I have attached a video from this morning showing the probe going in over 4 feet, clearly illustrating the extent of unsuitable material being removed.

We currently have too many failed tests on record. Joe has been giving verbal instructions to place rock and continue in failed areas. We cannot proceed without a written work directive that clearly states whose recommended directive we are following and authorizes continuation in these areas (with the additional depth accounted for).

Until we receive this written directive and approved change order, Ellis Concrete will be unable to move forward with this project.

FYI- we are also at a standstill on Brentwood due to the same issues.

Please advise on the next steps so we can proceed without further delay.

Amber Wells

Director of Operations

Ellis Concrete Construction

_IMG_0742 (1).MOV

From: Vardasco, Joe
Sent: Monday, August 11, 2025 5:34 PM
To: Amber Wells
Cc: 'Tyler Ellis'; Kohl, Nathanael; Edwards, Blake
Subject: RE: Remedy for additional excavation requirements - Response

Amber,

All communications go through me. I will direct where we need to go from there if needed. It is very important we keep it this way, so we do not lose good communications. I was not aware Ellis contacted the Engineer of record and was thrown for a loop when I was having a meeting to resolve the issue of unstable subgrade, to only find out that Ellis went around me. During our preconstruction meeting it was made very clear ALL COMMUNICATIONS go through the Contract Administrator. If I had said for Ellis to proceed with the Engineers recommendation; Ellis, in my opinion would be out removing any subgrade they deem unstable and at the ridiculous cost provided.

When Nate said the city was using Geogrid throughout the City, he was not giving permission to use it here and Spectest does not in anyway direct this project without the permission of the City of Broken Arrow's Director of Engineering and Construction, and we do not have that. As for not following what we talked about on site the other day it would not have mattered anyway, Ellis would find a way to complain about having to do the work or how they want paid differently than the contract. I talk to Charlie Bright, the Director of Engineering and Construction about the Engineers recommendation and how I wanted to change out the Geogrid with separator fabric. This would allow the City and Ellis to stay within the contract bid documents. Mr. Bright, P.E. approved my recommendation.

As for the method of the additional cost being more than from what was discussed from the day before is ridiculous, and as for the probe going 4 foot deep and you have a video of it, "GOOD". We have already decided to bridge if needed at the Contract Administrators discretion, "Of course I will discuss with my higher before I make any decision of this matter to ensure no decision is made in haste." As of now the area that Ellis keeps mentioning has set up quite hard. I have watched your skid loader, to which is over 4 tons drive and turn around on the mentioned subgrade without any pumping, heaving, or rutting. Before Tyler left the project this morning, he asks me if they were ok to proceed with rock even though the subgrade did not pass densities. I told him yes to proceed. Tyler told me they would get started and walked away. A little later Joe comes around and I ask Joe when we plan on getting rock and he said Tyler told him not today. For some reason this seems to be the same route we take every time and end back up arguing about the same things from the very beginning. Now here we go again. The subgrade is very hard, and we are expecting rain. "There goes our subgrade" This is Ellis's doing! We should have been putting fabric and rock down to protect the rock if Ellis was as ready as Tyler made it appeared. Instead of all this crying, we could have been making production.

Your directive to proceed is as I gave you this morning. PERIOD! Quantities will be installed and measured per contract design, and if additional quantities are needed, they will be measured with the contractor and agreed to in the field. Once that is done, that will be the end of discussion. We will not keep going back to day 1 to rediscuss the same issues repeatedly. I will be present for all testing. As for

you disputing quantities based on me giving you instructions to place rock in areas that have failed is ridiculous. That is a statement made for the whole project, to which would be an outright false statement. The contract called out for you to have the Administrator or Inspector present for testing. This has not happened. Although as we talked this morning and we agreed to give me a call when testing is to take place. As for the area in question on W. El Paso Pl. and S. Hickory Pl. on the North side of the road working East and ending at S. Hickory Ave. This area became a back and forth with Ellis. First it was too wet, and I asked for it to be pumped out. That never happened. Then it was Ellis conducting a probe test, and it went 4 foot deep and failed the probe test in this full stretch, and the whole subgrade needed to come out. There is no probe test that I'm aware of or heard of? So, I told Ellis to over excavate an additional foot and add aggregate base rock. Then Ellis says its still holding water and again I tell Ellis to pump out the water and again this does not happen. Ellis tells me they are probing to 4 foot down and the subgrade is bad just like the whole subgrade is bad throughout subdivision. We told Ellis to go 18 inches down during the on-site meeting and Ellis was fine with everything, but when the meeting was over, it was like all that we discussed never happened. And we are back to day 1. Then Ellis tells me they want an engineer's remedy of how to go about fixing the subgrade issue. So, I go in the office to find out Ellis had gone around me to the project engineer and then ask me if they are to proceed at his recommendation and here is my cost. "NOT GOOD BUSINESS PRACTICE, AT ALL!"

I will Keep this real professional. Keep to the contract! Stop making accusations and putting words into people's mouth.

Ellis Concrete and Construction LLC,

Will follow the directives of:

Joe Vardasco, Contract Administrator-Utility Inspector, Engineering & Construction Department

Nathan Kohl, P.E., CFM Construction Division Manager, Engineering & Construction

Charlie Bright, P.E. Director Engineering & Construction

Kennith Schwab, P.E. Assistant City Manager

Joseph R. Vardasco

*Contract Administrator-Utility Inspector
Engineering & Construction Department*

City of Broken Arrow

485 N. Poplar Ave

Broken Arrow, OK 74013

Office: 918-259-2400 | mobile: 918-857-0323

jvardasco@brokenarrowok.gov | www.brokenarrowok.gov



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From: Amber Wells <Amber@ellis-concrete.com>


Sent: Monday, August 11, 2025 1:48 PM

To: Vardasco, Joe <JVardasco@brokenarrowok.gov>

Cc: Tyler Ellis <tyler@ellis-concrete.com>; Kohl, Nathanael <NKohl@brokenarrowok.gov>

Subject: Re: Remedy for additional excavation requirements

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 IMG_0742 (1).MOV

Joe,

The remediation steps you outlined —

- Over-excavate 18” of unsuitable material
- Drain, scarify, and compact the subgrade as best as possible (per Subgrade Method B)
- Install separator fabric to wrap remediation material
- Install a 9” lift of Type (A) Aggregate Base (compact per specs)
- Install another layer of separator fabric to wrap material
- Install another 9” lift of Type (A) Aggregate Base (compact per specs)

— do not align with the conversation we had in the field on Tuesday, August 5th, at Meadow Heights.

In that meeting, Nathan specifically stated that geogrid was being used throughout the City of Broken Arrow. Spectest has been on site multiple times. The directives you have given in the field do not align with the recommendations from either the testing engineer or Kimley-Horn.

Additionally, the extra excavation you are requiring is creating greater depth that must be backfilled with rock, further impacting quantities and cost. I have attached a video from this morning showing the probe going in over 4 feet, clearly demonstrating the extent of unsuitable material being removed.

Because of these discrepancies, Ellis Concrete cannot proceed without a written work directive specifying the rock quantities to be installed. We have too many failed tests on record. You have given verbal instructions to place rock and continue in areas that have failed, which is why we are disputing quantities at this time.

We need clarity on whose recommended directive we are following. Until we receive a written work directive and change order approval authorizing continuation in these failed areas (with the additional depth accounted for), we cannot proceed.

Please confirm and provide the directive in writing so work can move forward.

Amber Wells

On Mon, 11 Aug 2025 at 08:54, Vardasco, Joe <JVardasco@brokenarrowok.gov> wrote:

Good morning, Amber! Upon reviewing the information provided by Ellis, I recommend the following measures be taken to remediate the problem areas with poor subgrade, and subsequent areas measures and agreed to in the field with the Contract Administrator.

- Over excavate 18" of unsuitable material
- Drain, scarify and compact the subgrade as best as possible, like Subgrade Method B.
- Install separator fabric to wrap remediation material
- Install a 9" lift of Type (A) Aggregate Base (compact per specs)
- Install another layer of separator fabric to wrap material
- Install another 9" lift of Type (A) Aggregate Base (compact per specs)

This has been common practice used with poor material within the City of Broken Arrow non-arterial maintenance zone projects, and it's worked well. Please let me know if you have any questions.

Joseph R. Vardasco

Contract Administrator-Utility Inspector

Engineering & Construction Department

City of Broken Arrow

485 N. Poplar Ave

Broken Arrow, OK 74013

Office: 918-259-2400 | mobile: 918-857-0323

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From: Amber Wells <Amber@ellis-concrete.com>

Sent: Friday, August 8, 2025 3:44 PM

To: Hopkins, Timothy <THopkins@brokenarrowok.gov>

Cc: Kohl, Nathanael <NKohl@brokenarrowok.gov>; Tyler Ellis <tyler@ellis-concrete.com>; Vardasco, Joe <JVardasco@brokenarrowok.gov>

Subject: Geogrid Submittal - Change Order

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Good Afternoon Tim,

Please see attached Change Order and Geogrid submittal.

Thank you!

Amber Wells

From: Vardasco, Joe
Sent: Tuesday, August 12, 2025 1:54 PM
To: Amber Wells
Cc: Kohl, Nathanael; Edwards, Blake
Subject: RE: Entrance to Meadow Heights

Perfect, it's good to know it's at the top of Ellis's list. The sooner the better, and there is nothing we can do about the rain.

Thank you!

Joseph R. Vardasco

*Contract Administrator-Utility Inspector
Engineering & Construction Department*

City of Broken Arrow

485 N. Poplar Ave

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From: Amber Wells <Amber@ellis-concrete.com>
Sent: Tuesday, August 12, 2025 12:23 PM
To: Vardasco, Joe <JVardasco@brokenarrowok.gov>
Cc: tyler@ellis-concrete.com; Kohl, Nathanael <NKohl@brokenarrowok.gov>; Edwards, Blake <BEdwards@brokenarrowok.gov>
Subject: Re: Entrance to Meadow Heights

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This section was scheduled to be poured this morning, but weather conditions have caused delay.

On Tue, 12 Aug 2025 at 09:38, Vardasco, Joe <JVardasco@brokenarrowok.gov> wrote:

We have a small area at S. Hickory Pl and W. Houston St, the entrance to Meadow Heights subdivision that needs to be concrete placed ASAP. This entrance is down to one lane and has been for awhile and

now it time to get it back open. We've been lucky so far, that we have not had a head on wreck, and I sure don't want to keep pushing it.

Sent via the Samsung Galaxy S21 Ultra 5G, an AT&T 5G smartphone
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From: Amber Wells <Amber@ellis-concrete.com>
Sent: Tuesday, August 12, 2025 2:15 PM
To: Vardasco, Joe
Cc: Tyler Ellis; Kohl, Nathanael; Edwards, Blake
Subject: Re: Ponding water

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Could you please verify where it states that we have to pump after each rain?

On Tue, 12 Aug 2025 at 13:59, Vardasco, Joe <JVardasco@brokenarrowok.gov> wrote:

I did see the water was being pumped off the subgrade at the intersection of Hickory and El Paso, and that the mailbox was reset. Thank you for responding.

The pumping of water as a courtesy is appreciated, but it is standard construction practice after each rain event. We will need to continue pumping all areas until we have pumped the water clear from the subgrade. Thanks

Joseph R. Vardasco

Contract Administrator-Utility Inspector

Engineering & Construction Department

City of Broken Arrow

485 N. Poplar Ave

Broken Arrow, OK 74013

Office: 918-259-2400 | mobile: 918-857-0323

jvardasco@brokenarrowok.gov | www.brokenarrowok.gov

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From: Amber Wells <Amber@ellis-concrete.com>
Sent: Tuesday, August 12, 2025 12:21 PM
To: Vardasco, Joe <JVardasco@brokenarrowok.gov>
Cc: Tyler Ellis <tyler@ellis-concrete.com>; Kohl, Nathanael <NKohl@brokenarrowok.gov>; Edwards, Blake <BEwards@brokenarrowok.gov>
Subject: Re: Ponding water

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We currently have the crew pumping water out of the excavated areas as a courtesy, and the mailbox in the affected location is being temporarily set back in place to maintain resident access until work can proceed.

On Tue, 12 Aug 2025 at 09:24, Vardasco, Joe <JVardasco@brokenarrowok.gov> wrote:

We need to pump ponding water off of all exposed subgrade.

There is also a mailbox laying over into the water.

There is a large chunk of concrete in the drive lane on W. El Pase Pl.

While you are out here, ensure everything is cleaned up and secured, if you are not planning on working today. The water still needs pumped out.

Thanks

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From: Stahle, Jeremy <Jeremy.Stahle@kimley-horn.com>

Sent: Tuesday, August 12, 2025 2:31 PM

To: Hopkins, Timothy <THopkins@brokenarrowok.gov>; Kohl, Nathanael <NKohl@brokenarrowok.gov>; Small, Travis <TSmall@brokenarrowok.gov>

Subject: FW: Meadow & Brentwood

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Good afternoon, Team! I'm forwarding a rambling email, lacking punctuation, from Tyler Ellis that I just received. In talking with him yesterday about the drainage inlet problems and how to construct them properly per my email direction, he took the opportunity to complain about COBA as well direction received from both Tim and Joe that supposedly contradict what the plans show. After patiently listening to his complaints, I told him that all of the issues he was discussing need to be communicated directly with COBA as my role on the project is to support COBA through addressing material submittals, RFIs and other issues that come up as requested by COBA. He continued his complaints in his email below. Our construction team has likely already heard these complaints, but I wanted to forward it anyway just to be sure.

Have a great day!

Jeremy Stahle, P.E. (AR, KS, OK, TX), CFM

Kimley-Horn | 1437 South Boulder Avenue, Suite 930, Tulsa, OK 74119

Office: 918 209 3191 | Direct: 918 890 5760 | Mobile: 918 770 3394

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From: tyler@ellis-concrete.com <tyler@ellis-concrete.com>

Sent: Tuesday, August 12, 2025 2:14 PM

To: Stahle, Jeremy <Jeremy.Stahle@kimley-horn.com>

Cc: Amber R. Wells <amber@ellis-concrete.com>; ashley@ellis-concrete.com

Subject: Meadow & Brentwood

Hey Jermey,

Per our phone conversation regarding COBA (Joe V) Email, on his recommendation that is going against industry standard and practice. I can't move forward with that directive due to time is money like we discussed on the phone, and the reason for disputing quantities of Dirt & Rock. The dirt is being counted with loads the trucks have load gages (concrete is thin all over both projects) Rock is weighed at the quarry and provided with a weight ticket (installing of rock on pour sub grade is compressing into the muddy clay)

In our previous emails you will see the test results, time frame of holes being open and to their claim of not allowing it to dry. So we took it upon our self to proof that exact point and tested a hole that has been open for two weeks just for back up to the claims we already knew Joe & Now Tim will make. It has been stated very clear at the beginning of Brentwood that quantities bought & installed would be quantities paid due to the poor subgrade &

water not flowing, On the very first pour we did in Washington Circle due to matching existing elevation (contract states no more than 1/8" in elevation change) that is when we were told by Tim a verbal directive (which is allowed at the COBA) that he wanted to ensure water flows, I then talked to him about subgrade and how it was all pretty bad and that it would be unlikely to get 95% he agreed and chose not to test subgrade put to still do Method B which we have and to still get 95% compaction on rock which we have. He ensured to me again quantities bought & installed would be paid so from that forward on that is what we were doing without a issue until we started meadow heights and that's when everything has been downhill from there. We were told in pre-construction meeting it would be the same as Brentwood and joe still to this day after 60+ days has not only confused our guys instructed our guys to not follow your plans and many other things that I personally had to tell him no on several issues from him wanting to cut new concrete only based off your joint sheet, not installing fabric properly, wanting 8" rock instead of 6", sidewalks not even close to ADA guidelines, installing expansion in 3 panels before he realized that was incorrect, the list goes on and on! And now this has all bleed over to Brentwood. We have currently almost two blocks opened up on both Meadow Heights and Brentwood and cannot proceed further due to the COBA carelessness of our concerns for over 60 days.

Tyler W. Ellis

918-845-6177 Office

918-978-0888 Cell

Tyler@Ellis-Concrete.com

Ellis-Concrete.com



From: Vardasco, Joe
Sent: Friday, August 15, 2025 2:54 PM
To: Amber Wells
Cc: Kohl, Nathanael; Tyler Ellis; Edwards, Blake
Subject: RE: Meadow Heights PA2 - Payment Inquiry

There will be no additional cost for pumping.

Joseph R. Vardasco

*Contract Administrator-Utility Inspector
Engineering & Construction Department*

City of Broken Arrow

485 N. Poplar Ave

Broken Arrow, OK 74013

Office: 918-259-2400 | mobile: 918-857-0323

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From: Amber Wells <Amber@ellis-concrete.com>
Sent: Friday, August 15, 2025 2:46 PM
To: Vardasco, Joe <JVardasco@brokenarrowok.gov>
Cc: Kohl, Nathanael <NKohl@brokenarrowok.gov>; Tyler Ellis <tyler@ellis-concrete.com>; Edwards, Blake <BEdwards@brokenarrowok.gov>
Subject: Re: Meadow Heights PA2 - Payment Inquiry

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Joe,

Ellis Concrete has been pumping water out on this project since the beginning of work on May 27th. We understand our responsibility under the contract to provide pumps and remove water as needed. However, this year has brought significantly more rainfall than normal, which has required ongoing pumping efforts from the start and we have fulfilled that need.

The issue we are raising is not about whether we are pumping, we have been. The problem is that we are being directed to excavate deeper depths than originally anticipated, which increases the volume of

water to be removed and requires additional manpower, equipment, and time beyond what was included in the contract scope of work.

We are documenting these impacts because the excessive excavation depth and additional pumping are direct contributors to higher costs and delays. These issues need to be formally addressed so Ellis is not left carrying the burden of work outside the original scope.

We will continue pumping to keep the project moving, but we need clear, written directives for these changes and for how COBA intends to address the additional costs incurred.

Thank you,

On Thu, 14 Aug 2025 at 15:53, Vardasco, Joe <JVardasco@brokenarrowok.gov> wrote:

The contract makes it clear. We need to stop with this nonsense of going around and around. Read the contract and get the job done accordingly to the contract or move on.

SP 6.11. The Contractor shall provide all necessary pumps, drains, ditches and other means for removing

water from the site of the Work and shall satisfactorily remove the water. Contractor shall provide additional pumps or drains at any place where the Contract Administrator deems them necessary.

The area with a water leak is a city issue that they are aware of and will take care of. Tyler is very aware of this, so, if you are just finding out, then you should ask first withing your office.

This area you keep talking about perking water had dried up and hardened enough to carry a piece of equipment over 4 tons without any pumping or rutting. So, do as I have directed as the Contract Administrator for the City of Broken Arrow and pump the water out for it to dry.

I have given you Directives on how to proceed in just about everything your company does. Read your contract, understand your contract, and fulfill your contract, and we both, the City of Broken Arrow and Ellis Concrete will be able to walk away happy with the work completed and looking forward to the next project. That's how it should be.

As for change orders. I have explained that to Ellis Concrete several times and if you have not understood that by now. THERE'S NO HOPE.

3.0 CONTRACT ADMINISTRATOR'S POWER AND DUTIES

3.1. The Contract Administrator shall give all orders and directions contemplated under the Contract

Documents relative to the execution of the Work. The Contract Administrator shall determine the amount,

quality, acceptability, and fitness of the several kinds of work and materials, which are to be paid for under

this Contract and shall decide all questions relative to said Work and the construction thereof. The

Contract Administrator's estimates and decisions shall be final and conclusive, except as herein otherwise

expressly provided. In case any questions shall arise between the parties hereto relative to the Contract

Documents, the Contract Administrator's determination or decision shall be a condition precedent to the

right of the Contractor to receive any money under this Contract for anything affected in any manner or extent by such questions.

3.2. The Contract Administrator or Project Engineer shall decide the meaning and intent of any portion of

the Plans and Specifications or Drawings, where the same may be found obscure or be in dispute; and the

Contract Administrator or Project Engineer shall have the right to correct any errors or omissions therein

when such corrections are necessary to properly perform the intent of Plans and Specifications or

Drawings. Any such corrections shall be implemented immediately from the time that the Contract Administrator gives notice, in writing thereof, to the Contractor.

3.6. The Contract Administrator or Project Engineer shall decide all questions, which may arise as to the

quality or acceptability of materials furnished, and Work performed, as to the manner of performance and

rate of progress of the Work, whether or not such questions involve the interpretation of the Plans and Specifications. The Contract Administrator's or Project Engineer's decision on such questions shall be final and the Contract Administrator or Project Engineer shall have executive authority to enforce and make effective such decisions and orders.

Joseph R. Vardasco

Contract Administrator-Utility Inspector

Engineering & Construction Department

City of Broken Arrow

485 N. Poplar Ave

Broken Arrow, OK 74013

Office: 918-259-2400 | mobile: 918-857-0323

jvardasco@brokenarrowok.gov | www.brokenarrowok.gov



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From: Amber Wells <Amber@ellis-concrete.com>

Sent: Thursday, August 14, 2025 3:05 PM

To: Vardasco, Joe <JVardasco@brokenarrowok.gov>

Cc: Kohl, Nathanael <NKohl@brokenarrowok.gov>; Tyler Ellis <tyler@ellis-concrete.com>; Edwards, Blake <BEwards@brokenarrowok.gov>

Subject: Re: Meadow Heights PA2 - Payment Inquiry

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Joe,

Like I stated previously, yesterday's pump was a courtesy. Due to the sudden change of scope we are now pumping out 2' of water that took our crew a full working day. Also I just found out that the hole with the broken water line would be the city's responsibility. Secondly, the area we pumped is also perking water therore, why i sent the change order email.

Please let me know where we are at on change order approvals and written directives , our crew is running out of productive things to do.

Thank you!

On Wed, 13 Aug 2025 at 14:33, Vardasco, Joe <JVardasco@brokenarrowok.gov> wrote:

Ellis Concrete still needs to pump the rest of the water off of the subgrade at the intersection of Hickory and El Paso.

Sent via the Samsung Galaxy S21 Ultra 5G, an AT&T 5G smartphone
Get [Outlook for Android](#)

From: Amber Wells <Amber@ellis-concrete.com>

Sent: Wednesday, August 13, 2025 10:44:53 AM

To: Vardasco, Joe <JVardasco@brokenarrowok.gov>

Cc: Kohl, Nathanael <NKohl@brokenarrowok.gov>; Tyler Ellis <tyler@ellis-concrete.com>; Edwards, Blake <BEwards@brokenarrowok.gov>

Subject: Re: Meadow Heights PA2 - Payment Inquiry

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Good morning Joe,

Thank you for following up on the payment status.

Regarding the location at 332 S. Hickory Ave, we can not send someone out to place rock in the gap until we get a written directive, I will have the crew move the cure drum as requested.

We are also still waiting on written directives for pending work changes on Meadow Heights.

We have instructed our crew members on site to keep communication with residents professional and accurate, the conversation that was had with [Ellis] Joe and Ms. Anita Coleman did not go as stated. Joe told her it would be 1-2 months weather permitting before circling back around to that area, not 6 months.

Can you confirm when our submitted change orders will be reviewed and approved so we can proceed without further delay?

Thanks,
Amber Wells
Operations Director
Ellis Concrete Construction

On Wed, 13 Aug 2025 at 08:02, Vardasco, Joe <JVardasco@brokenarrowok.gov> wrote:

The Assistant City Manager signed 08/05/2025 and you will see direct deposit this week.

Joseph R. Vardasco

Contract Administrator-Utility Inspector

Engineering & Construction Department

City of Broken Arrow

485 N. Poplar Ave

Broken Arrow, OK 74013

Office: 918-259-2400 | mobile: 918-857-0323

jvardasco@brokenarrowok.gov | www.brokenarrowok.gov



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From: Amber Wells <Amber@ellis-concrete.com>

Sent: Tuesday, August 12, 2025 3:52 PM

To: Vardasco, Joe <JVardasco@brokenarrowok.gov>

Cc: Kohl, Nathanael <NKohl@brokenarrowok.gov>; Tyler Ellis <tyler@ellis-concrete.com>; Edwards, Blake <BEwards@brokenarrowok.gov>

Subject: Meadow Heights PA2 - Payment Inquiry

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Hi Joe,

I hope you're doing well. I wanted to check in and ask about the status of the payment for the recent work completed on the Meadow Heights projects. Could you please provide an update on when we can expect to receive it?

Thanks in advance for your help.

Best regards,
Amber Wells
Operations Director
Ellis Concrete Construction

--

Amber R. Wells
Director of Operations

918-845-6177 Office

918-813-5347 Cell

Amber@Ellis-Concrete.com

Ellis-Concrete.com



From: Amber Wells <Amber@ellis-concrete.com>
Sent: Friday, August 15, 2025 2:21 PM
To: Bright, Charlie
Cc: tyler@ellis-concrete.com; Edwards, Blake; Kohl, Nathanael
Subject: Re: Meeting Re-Cap Letter Invalid

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Hello Mr. Bright,

Thank you for your email. We agree that a meeting is necessary to work through the concerns and outstanding issues on this project. We would like to schedule this meeting for **Wednesday, August 27th**, at a time convenient for you and your team.

Ellis Concrete will come prepared with a detailed list of concerns and supporting documentation, organized in writing as you requested. We will also be prepared to discuss remedies and our plan for completing the work.

Please confirm if August 27th works for your schedule, and let us know the time and location.

Thank you,
Amber Wells
Operations Director
Ellis Concrete Construction

On Thu, 14 Aug 2025 at 21:52, Bright, Charlie <CBright@brokenarrowok.gov> wrote:

Hello Tyler,

I am extremely concerned by the email that was submitted below to the City Manager. I am not aware of a single other contractor at Broken Arrow that has tried to circumvent the project team, the Construction Division Manager, the Director of Engineering, and the Assistant City Manager over Operations. Our relationship with Ellis Concrete is set by a contract. That contract governs how the work will be done, how each party will be represented, and how both parties are to handle any disputes. I personally consider the email below as a breach of contract and an attempt to circumvent the process that you agreed to when you bid the work at the City of Broken Arrow and to gain some sort of favor that goes above and beyond the terms of the contract.

I would like to meet with you and discuss our issues. I will have Nate join us if he is back in town, if he is not, then I'll have Blake join us. If we are discussing the work, and performance of the work, I may also have our consultant join us. In this meeting, me and my team will be prepared to discuss your failures to meet your obligations in the contract in multiple ways. I would appreciate you all showing up with a plan on how you intend to remedy these situations and proceed with completing the work on this project.

We can also discuss any grievances or concerns you have. Given how the project has gone, how our relationship seems to be right now, and the email below, I would like to reiterate that all issues will be resolved strictly in accordance with our contract. Accordingly, I would appreciate if you show up with all of your concerns broken out and detailed individually in writing, and tied back to language in the contract if appropriate. We will be happy to read them and attempt to address them at the meeting. It may be more productive for me to address any issues if you submit those items to me prior to the meeting, but that is up to you.

My calendar is nearly full, but if you let me know a few times that you all are available to meet, I will try to move some other meetings to make one of them work.

In the meantime, I am not fully up to speed on the current conditions of the work, but I would expect all work that can to proceed in accordance with the contract. This is not a pause in work or contract time. In particular, I would expect all effort to be made to make sure all residences have access to their house and their driveways in a timely manner.

Thanks,

Charlie Bright, P.E.

Director of Engineering & Construction

Engineering & Construction Department

City of Broken Arrow

485 N. Poplar Avenue

Broken Arrow, OK 74012

Office: 918-259-2400 ext. 7389 |

Cell: 918-671-7903 |

cbright@brokenarrowok.gov | www.brokenarrowok.gov



From: Spurgeon, Michael <MSpurgeon@brokenarrowok.gov>

Sent: Thursday, August 14, 2025 5:23 PM

To: tyler@ellis-concrete.com

Cc: Amber R. Wells <amber@ellis-concrete.com>; Bright, Charlie <CBright@brokenarrowok.gov>; Schwab, Kenneth <kschwab@brokenarrowok.gov>

Subject: Re: Meeting Re-Cap Letter Invalid

Tyler,

I appreciate you reaching out to my office and sharing your concerns.

Yesterday afternoon, our Director of Engineering & Construction, Charlie Bright, spent some time with me and brought me up to speed on the situation. Based on that discussion, I would highly encourage you and your team to meet directly with Mr. Bright and his staff to work through these issues.

Most importantly, I need to emphasize a couple of things. First, the importance of following the contract as written. I am not a proponent of change orders in any way, shape, or form, so any deviations from the contract must be handled appropriately and with proper approvals.

Additionally, I understand there are driveways currently blocked from your work. This issue needs to be addressed as soon as practical. While I have not received calls from any residents at this point, I certainly expect any inconvenience they are experiencing in accessing their driveways to be resolved promptly.

Again, thank you for bringing this matter to my attention. I will ask Mr. Bright to keep me updated on your progress toward resolving these issues.

Respectfully,

Michael L. Spurgeon

City Manager

On Aug 13, 2025, at 1:34 PM, tyler@ellis-concrete.com wrote:

You don't often get email from tyler@ellis-concrete.com. [Learn why this is important](#)

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Hello Michael,

My name is Tyler Ellis I'm the Owner of Ellis Concrete Construction LLC, we are currently doing two projects for the COBA (Brentwood & Meadow Heights)

This email thread I'm forwarding is regards to a meeting between Ellis & COBA (Nathan, Tim, Joe) to discuss the current changes they are now wanting along with clarity for Ellis Concrete on why the sudden change after 5+ Months.

We started Brentwood Project back end of Feb 2025, we have had some issues with that project from the start and a lot of the issues were worked out on the very first pour we did due to water not flowing, Tim stated onsite to my CM & Superintendent on march 4th 2025 that the section we poured on Washington circle was holding water, we told him it was previously holding water and that the contract stated we could not change existing elevation by 1/8" Tim at that point gave them a verbal directive to raise elevation to ensure water flow, on march 5th I met time onsite to discuss the directive and touch base on some other issues. Subgrade quality being one I informed Tim that due to poor subgrade we would not get 95% he agreed and directed us to still continue on with Subgrade method B but do not test. I told him the only concern would be our rock quantities due to the compression of the rock into subgrade would intel using more rock to bridge to correct elevation and would allow 95% compaction on rock instead of 98% compaction. Tim reassured me and the team that what quantities were installed would be quantities paid to Ellis Concrete, Ellis took those verbal directives and continued without delay. We have been paid on every material ticket and verified quantities on every single Pay-App at the time stated in contract documents every two weeks.

Meadow Heights: We started this project end of May 2025, I hate to say this but this project from the start has been a nightmare dealing with City Administrator Joe. He has repeatedly confused, redirected & made calls outside his job title.

1. Requesting 8" Rock when its 6"
2. Doesn't want separator fabric in middle lane (plan calls for it)
3. Directing our crew to drive equipment over copper water lines.
4. Directing crew to install expansion when its not needed.
5. Requesting 98% compaction when its 95% compaction.
6. Requesting proctors for subgrade (was not testing)
7. Directly telling concrete truck drivers (suppliers) to leave the job with full truck resulting and two trucks being replaced at not the direction of Ellis Concrete
8. Directing the crew on how to do their job (all Crew Members)
9. Refusing to measure in the field and stay with in guidelines (Nathan finally made him do it)
10. Refusing to pay for patching because he didn't get to see it (his job is to inspect daily)
11. Refusing to pay unclassified excavation at all.
12. Refusing to pay separator fabric.
13. Refusing to give us Mobilization.
14. Refusing to give us flyer cost for residence.
15. Refusing any inlet protection unless he says to.
16. Arguing with all of Ellis Concrete even me over pay-apps (took him over a month to get pay-app 1 still have not received pay-app 2)
17. Directing us to pour concrete on failed material (hickory ave)
18. Directing the crew to pour sidewalks out of ADA (I had to personally shut that concrete pour down due to safety)
19. Directing the crew on issues and changing them daily
20. Directing the crew on subgrade remedy (two engineer recommendations he is not following)
21. His verbal directives are turning into more of less blackmail or threats
22. Requesting ppl of the crew to leave if they say anything to his outlandish verbal directives. (7 ppl have been relocated to other projects & refused to work with him)
23. His verbal directives do not align with industry standards. Subgrade, sidewalks, cutting, Etc..
24. Directing Ellis to put out road close sign but can't close road.
25. Directing us to stop demo for a week just to tell us a week later to pick a spot I cant tell you where to go.

We were told in the Pre-construction meeting that this project is the same as Brentwood and shall follow due to the nature of plans, contract, addendum 1 all contradicting itself. Like I said earlier we have gotten through all issues on Brentwood and have stayed productive and with in budget. This is now not the case Joe has leached over into Brentwood and has now made both projects come to a stop. Ellis Concrete held a meeting Aug 5th to hopefully get this addressed and get things back on tract. In the meeting we were told several things would happen one being pay-app 2 getting approved and paid on that Friday and the new work directives Tim would be sending because we were becoming very un-easy with verbal directives that both Tim and Joe stated they have the ability to do so without any approval. Tim, we haven't been worried about because he has followed through with everything he stated and was easy to work with at the time but due to the impact joe has made we could no longer do that. Nathan stated he was leaving for a trip and

would ensure all the change orders and work directives would be done. Right before Nathan leaves, he sends a letter that was well frankly a bold face lie, every bit of it! I went back to the audio recording from the meeting minutes and confirmed what was said and what he wrote does not align.

One example, “Nathan stated he wants forms set for concrete panels coming out directly across but says do not fill the void with rock” we told him that’s a safety concern and he specifically said “if they drive in it that’s on them, they review claims all the time and get denied because they should be paying attention” at the end of the day Michael, the residents must cross the middle lane to enter their home. (He states in recap meeting letter he directed us to put rock)

Michael due to the decisions by joe these projects have now cost Ellis Concrete & COBA more money and time, we have set back for 2+ months trying to get paid and deal with someone who one minute apologizing to me that I was right and the next day starting it all over again. I can’t do anything that is unsafe or not to standard for the client, residents & COBA. I hope you understand my frustration and my teams; I would be more than happy to discuss this with you further if you would like but I cant sit by and watch your employee representing the city name call or be little my staff in any way or form. Joe has stated multiple times he does mind going to court if we want. That is unacceptable from a tax payer employee when my Staff have proven him wrong time and time again and still try to work with him! For over 2+ months and this is how he talks to them (email Thread below), the man just does not want to be wrong which is not what construction industry is about, we are always learning new things and striving to adapt even when we are wrong. Ellis Concrete has documentation to these claims.

This email is to ensure that every effort has been made to ensure a resolution to these matters,

Thank you.

Tyler W. Ellis

Owner/Operator

918-845-6177 Office

918-978-0888 Cell

Tyler@Ellis-Concrete.com



From: Amber Wells <Amber@ellis-concrete.com>
Sent: Tuesday, August 12, 2025 12:16 PM
To: Vardasco, Joe <JVardasco@brokenarrowok.gov>
Cc: Tyler Ellis <tyler@ellis-concrete.com>; Kohl, Nathanael <NKohl@brokenarrowok.gov>; Edwards, Blake <BEwards@brokenarrowok.gov>
Subject: Re: Remedy for additional excavation requirements - Response

Joe,

Following the August 5th meeting with Nathan, Ellis Concrete is awaiting multiple written work directives, as Nathan stated would be issued by the following Friday August 8th. These directives were to include:

1. **Subgrade Cost** – Extra removal at unit price, paid on removal, verified tickets.
2. **Pumping Cost** – When the ground is purking, pumping water as a change order cost.
3. **Geo Grid Cost** – Change order already submitted; both Spec Test and Kimley-Horn recommendations have been denied by COBA.
4. **Rock Cost** – Extra install at unit price, paid on verified tickets, due to failed subgrade and raising elevation for water flow.
5. **Coolant Cost** – Double coolant, paid at cost, due to project delays and change orders.

6. **Rock Placement (Behind Forms)** – Install cost based on labor and material.
7. **Inlets Cost** – Additional boxes and repairs due to incorrect info/oversight by COBA.
8. **Sidewalk** – Correction required to meet ADA standards.
9. **Project Days** – No penalty due to project issues, weather delays, resident parking, and change orders.

At this time, Ellis Concrete cannot move forward on either project until we have these directives in writing. Field instructions that conflict with two engineering recommendations and standard industry practice expose the project to future liability and do not protect the City, the residents, or the contractor.

If COBA intends to proceed with installing rock over failed material per your recommendation, we require a written work directive confirming that Ellis Concrete will not be held liable for any future subgrade integrity issues, and that unclassified excavation and Type A aggregate will be paid on verified tickets as has been done on Brentwood since day one.

We have followed the testing protocol discussed at the Aug 5th meeting, We had Spectest come out that day, the results are documented in a previous email. Ellis also tested in the location that has been open for over two weeks with no rain, to justify the exact claim you are stating in the email, the subgrade still failed, supporting our position that the underlying issue remains unresolved. I have spoke with Mr. Ellis has spoken with Jerney (KH) about your recommendation and he is very confused as well on why you would excavate down and not fix the issue?

Our position is not to delay the project but to ensure the work performed meets engineering standards, contractual requirements, and community safety expectations. Proceeding without written direction risks the integrity of the work and puts all parties at risk. We have been bringing these concerns to your attention for 60+ days, this is why Ellis had scheduled a field meeting with you, Tim, and your boss Nathan.

Joe, for Blake to be involved is not new, he has been involved in emails for months. Since Nathan is out of town Blake is the next person in position to receive these updates. This project has gone past the point of just dealing with you and now has moved up the chain of command.

We respectfully request these directives be issued in writing immediately so the projects can resume without further delay.

Ellis Concrete Construction

On Mon, 11 Aug 2025 at 17:34, Vardasco, Joe <JVardasco@brokenarrowok.gov> wrote:

Amber,

All communications go through me. I will direct where we need to go from there if needed. It is very important we keep it this way, so we do not lose good communications. I was not aware Ellis contacted the Engineer of record and was thrown for a loop when I was having a meeting to resolve the issue of unstable subgrade, to only find out that Ellis went around me. During our preconstruction meeting it was made very clear ALL COMMUNICATIONS go through the Contract Administrator. If I had said for Ellis to proceed with the Engineers recommendation; Ellis, in my opinion would be out removing any subgrade they deem unstable and at the ridiculous cost provided.

When Nate said the city was using Geogrid throughout the City, he was not giving permission to use it here and Spectest does not in anyway direct this project without the permission of the City of Broken Arrow's Director of Engineering and Construction, and we do not have that. As for not following what we talked about on site the other day it would not have mattered anyway, Ellis would find a way to complain about having to do the work or how they want paid differently than the contract. I talk to Charlie Bright, the Director of Engineering and Construction about the Engineers recommendation and how I wanted to change out the Geogrid with separator fabric. This would allow the City and Ellis to stay within the contract bid documents. Mr. Bright, P.E. approved my recommendation.

As for the method of the additional cost being more than from what was discussed from the day before is ridiculous, and as for the probe going 4 foot deep and you have a video of it, "GOOD". We have already decided to bridge if needed at the Contract Administrators discretion, "Of course I will discuss with my higher before I make any decision of this matter to ensure no decision is made in haste." As of now the area that Ellis keeps mentioning has set up quite hard. I have watched your skid loader, to which is over 4 tons drive and turn around on the mentioned subgrade without any pumping, heaving, or rutting. Before Tyler left the project this morning, he asks me if they were ok to proceed with rock even though the subgrade did not pass densities. I told him yes to proceed. Tyler told me they would get started and walked away. A little later Joe comes around and I ask Joe when we plan on getting rock and he said Tyler told him not today. For some reason this seems to be the same route we take every time and end back up arguing about the same things from the very beginning. Now here we go again. The subgrade is very hard, and we are expecting rain. "There goes our subgrade" This is Ellis's doing! We should have been putting fabric and rock down to protect the rock if Ellis was as ready as Tyler made it appeared. Instead of all this crying, we could have been making production.

Your directive to proceed is as I gave you this morning. PERIOD! Quantities will be installed and measured per contract design, and if additional quantities are needed, they

will be measured with the contractor and agreed to in the field. Once that is done, that will be the end of discussion. We will not keep going back to day 1 to rediscuss the same issues repeatedly. I will be present for all testing. As for you disputing quantities based on me giving you instructions to place rock in areas that have failed is ridiculous. That is a statement made for the whole project, to which would be an outright false statement. The contract called out for you to have the Administrator or Inspector present for testing. This has not happened. Although as we talked this morning and we agreed to give me a call when testing is to take place. As for the area in question on W. El Paso Pl. and S. Hickory Pl. on the North side of the road working East and ending at S. Hickory Ave. This area became a back and forth with Ellis. First it was too wet, and I asked for it to be pumped out. That never happened. Then it was Ellis conducting a probe test, and it went 4 foot deep and failed the probe test in this full stretch, and the whole subgrade needed to come out. There is no probe test that I'm aware of or heard of? So, I told Ellis to over excavate an additional foot and add aggregate base rock. Then Ellis says its still holding water and again I tell Ellis to pump out the water and again this does not happen. Ellis tells me they are probing to 4 foot down and the subgrade is bad just like the whole subgrade is bad throughout subdivision. We told Ellis to go 18 inches down during the on-site meeting and Ellis was fine with everything, but when the meeting was over, it was like all that we discussed never happened. And we are back to day 1. Then Ellis tells me they want an engineer's remedy of how to go about fixing the subgrade issue. So, I go in the office to find out Ellis had gone around me to the project engineer and then ask me if they are to proceed at his recommendation and here is my cost. "NOT GOOD BUSINESS PRACTICE, AT ALL!"

I will Keep this real professional. Keep to the contract! Stop making accusations and putting words into people's mouth.

Ellis Concrete and Construction LLC,

Will follow the directives of:

Joe Vardasco, Contract Administrator-Utility Inspector, Engineering & Construction Department

Nathan Kohl, P.E., CFM Construction Division Manager, Engineering & Construction

Charlie Bright, P.E. Director Engineering & Construction

Kennith Schwab, P.E. Assistant City Manager

Joseph R. Vardasco

Contract Administrator-Utility Inspector

City of Broken Arrow

485 N. Poplar Ave

Broken Arrow, OK 74013

Office: 918-259-2400 | mobile: 918-857-0323

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From: Amber Wells <Amber@ellis-concrete.com>

Sent: Monday, August 11, 2025 1:48 PM

To: Vardasco, Joe <JVardasco@brokenarrowok.gov>

Cc: Tyler Ellis <tyler@ellis-concrete.com>; Kohl, Nathanael <NKohl@brokenarrowok.gov>

Subject: Re: Remedy for additional excavation requirements

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IMG_0742 (1).MOV

Joe,

The remediation steps you outlined —

1. Over-excavate 18" of unsuitable material
2. Drain, scarify, and compact the subgrade as best as possible (per Subgrade Method B)
3. Install separator fabric to wrap remediation material
4. Install a 9" lift of Type (A) Aggregate Base (compact per specs)
5. Install another layer of separator fabric to wrap material
6. Install another 9" lift of Type (A) Aggregate Base (compact per specs)

— do not align with the conversation we had in the field on Tuesday, August 5th, at Meadow Heights.

In that meeting, Nathan specifically stated that geogrid was being used throughout the City of Broken Arrow. Spectest has been on site multiple times. The directives you have given in the field do not align with the recommendations from either the testing engineer or Kimley-Horn.

Additionally, the extra excavation you are requiring is creating greater depth that must be backfilled with rock, further impacting quantities and cost. I have attached a video from this morning showing the probe going in over 4 feet, clearly demonstrating the extent of unsuitable material being removed.

Because of these discrepancies, Ellis Concrete cannot proceed without a written work directive specifying the rock quantities to be installed. We have too many failed tests on record. You have given verbal instructions to place rock and continue in areas that have failed, which is why we are disputing quantities at this time.

We need clarity on whose recommended directive we are following. Until we receive a written work directive and change order approval authorizing continuation in these failed areas (with the additional depth accounted for), we cannot proceed.

Please confirm and provide the directive in writing so work can move forward.

Amber Wells

On Mon, 11 Aug 2025 at 08:54, Vardasco, Joe <JVardasco@brokenarrowok.gov> wrote:

Good morning, Amber! Upon reviewing the information provided by Ellis, I recommend the following measures be taken to remediate the problem areas with poor subgrade, and subsequent areas measures and agreed to in the field with the Contract Administrator.

1. Over excavate 18" of unsuitable material
2. Drain, scarify and compact the subgrade as best as possible, like Subgrade Method B.
3. Install separator fabric to wrap remediation material

4. Install a 9" lift of Type (A) Aggregate Base (compact per specs)
5. Install another layer of separator fabric to wrap material
6. Install another 9" lift of Type (A) Aggregate Base (compact per specs)

This has been common practice used with poor material within the City of Broken Arrow non-arterial maintenance zone projects, and it's worked well. Please let me know if you have any questions.

Joseph R. Vardasco

Contract Administrator-Utility Inspector

Engineering & Construction Department

City of Broken Arrow

485 N. Poplar Ave

Broken Arrow, OK 74013

Office: 918-259-2400 | mobile: 918-857-0323

jvardasco@brokenarrowok.gov | www.brokenarrowok.gov

<image001.jpg>

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From: Amber Wells <Amber@ellis-concrete.com>

Sent: Friday, August 8, 2025 3:44 PM

To: Hopkins, Timothy <THopkins@brokenarrowok.gov>

Cc: Kohl, Nathanael <NKohl@brokenarrowok.gov>; Tyler Ellis <tyler@ellis-concrete.com>; Vardasco, Joe <JVardasco@brokenarrowok.gov>

Subject: Geogrid Submittal - Change Order

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Good Afternoon Tim,

Please see attached Change Order and Geogrid submittal.

Thank you!

Amber Wells

From: Bright, Charlie
Sent: Monday, August 18, 2025 2:13 PM
To: Edwards, Blake; Vardasco, Joe
Cc: Kohl, Nathanael
Subject: RE: Meadow Heights

I consider the below email an attempt to hold us hostage. Like I already told them, the contract has a mechanism for disputes, and the contract also says specifically how pay quantities will be handled and I believe it says they will proceed with work while disputes are ongoing. They cannot wait and block access to our citizens homes. Please prepare a letter for me to sign coordinating with legal quoting contract language and telling them we expect them to be moving forward on getting access for all citizens or we will consider them in breach of contract. I will tell Tyler myself that after the 24 hours, we will be contacting their bonding company.

Charlie Bright, P.E.

*Director of Engineering & Construction
Engineering & Construction Department*

City of Broken Arrow

485 N. Poplar Avenue

Broken Arrow, OK 74012

Office: 918-259-2400 ext. 7389 |

Cell: 918-671-7903 |

cbright@brokenarrowok.gov | www.brokenarrowok.gov



From: Edwards, Blake <BEwards@brokenarrowok.gov>
Sent: Monday, August 18, 2025 12:43 PM
To: Bright, Charlie <CBright@brokenarrowok.gov>; Vardasco, Joe <JVardasco@brokenarrowok.gov>
Cc: Kohl, Nathanael <NKohl@brokenarrowok.gov>
Subject: Fwd: Meadow Heights

Charlie

Ellis looks to continually hold work up do to a disagreement in quantities. See email response below. We have already given them written directive to get these driveways opened up by they refused to performing the water pumping needed to dewater the excavations and it seems like they are refusing to continue the work in these areas unless we agree to pay for some rock quantities previously in disagreement on because they want to bill for materials differently then the way the contract is written.

I vote we send the deficiencies letter if the contractor wants to continually misbehave and try to turn this around on COBA like we are responsible for the delays.

Joe

Correct me if I'm wrong but do you read this the same? It seems like he is going to continue to fight our pay quantity determinations.

If you have talked with the contractor and he is still fighting about items we have already made determinations and it's not something else simple then please respond and let me and Charlie know. I would like Charlie to weigh in on next steps since he has reached out to contractor for a meeting to resolve and the contractor requested a Aug 27th meeting.

Thanks all

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From: tyler@ellis-concrete.com <tyler@ellis-concrete.com>

Sent: Monday, August 18, 2025 12:02 PM

To: Vardasco, Joe <JVardasco@brokenarrowok.gov>

Cc: 'Amber Wells' <amber@ellis-concrete.com>; Kohl, Nathanael <NKohl@brokenarrowok.gov>; Edwards, Blake <BEwards@brokenarrowok.gov>

Subject: RE: Meadow Heights

You don't often get email from tyler@ellis-concrete.com. [Learn why this is important](#)

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Gentleman,

We have several concerned residents reaching out to our office about no access to their driveway for several weeks now. It is very important to get this project back on the course like it previously was before. We have waited patiently for a resolution to all these current issues. For Ellis to proceed with PCC we need approval on rock quantities installed to proceed with scope of work like Ellis team have stated. If you are concerned about residents like I am, then let's fill in the section of road with rock to accommodate them and run it under the rock quantities but will need a work directive stating just that.

Thank you.

Tyler W. Ellis

918-845-6177 Office

918-978-0888 Cell

Tyler@Ellis-Concrete.com

Ellis-Concrete.com



From: Vardasco, Joe <JVardasco@brokenarrowok.gov>
Sent: Monday, August 18, 2025 7:47 AM
To: 'Tyler Ellis' <tyler@ellis-concrete.com>
Cc: Amber Wells <amber@ellis-concrete.com>; Kohl, Nathanael <NKohl@brokenarrowok.gov>; Edwards, Blake <BEwards@brokenarrowok.gov>
Subject: Meadow Heights

Tyler,

After speaking with Blake this morning, we have determined it would be best to not open any more road sections until Ellis Concrete completes the section of concrete along W. El Paso Pl. The residents have had no access to their homes for far too long. There have not been any complaints that I'm aware of, other than upper managements concerns for residents not having access to their homes, weather by car or foot traffic and having to go a long distance around construction.

The sooner we can get this work completed the better for all.

Thank You.

Joseph R. Vardasco

*Contract Administrator-Utility Inspector
Engineering & Construction Department*

City of Broken Arrow

485 N. Poplar Ave

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**CITY OF
BROKEN ARROW**

Where opportunity lives

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From: Vardasco, Joe
Sent: Tuesday, August 19, 2025 1:16 PM
To: tyler@ellis-concrete.com
Cc: Amber@ellis-concrete.com; Kohl, Nathanael; Edwards, Blake
Subject: Meadow Heights

Tyler,

I spoke to you earlier about tearing out driveways and to place them back and not take out anymore, and make the repairs I marked in orange paint then get back to El Paso Pl. You told me that you had talked to Charlie Bright and had agreed to a solution and in two weeks when Nate gets back you were going to get together with them.

I talked to Charlie Bright about what you told me during the phone conversation, and he informed me he has never talked to you. Mr. Bright does not want any more residents without access to their homes until we get El Paso completed. The residents on El Paso Pl. have had no access to their home, no mail service or trash pickup for a month.

We cannot wait two more weeks. The city needs workers on El Paso Pl tomorrow working to get the road opened back up.

Thank you for your cooperation into this matter.

Joseph R. Vardasco

*Contract Administrator-Utility Inspector
Engineering & Construction Department*

City of Broken Arrow

485 N. Poplar Ave

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From: Vardasco, Joe
Sent: Tuesday, August 19, 2025 5:23 PM
To: tyler@ellis-concrete.com; amber@ellis-concrete.com; Kohl, Nathanael; Edwards, Blake
Subject: Meadow Heights

Tyler,

There will be no more concrete removed until we get W. El Paso Pl open as I have directed. This directive has been approved by all who matters.

I strongly recommend moving forward with this directive at the same time you put back the drives you have removed.

I also need a copy of all concrete tickets and all lab reports for my records.

Lets not forget, the drives are place in high early concrete and I need to be there for all placement and testing.

Thank you.

Sent via the Samsung Galaxy S21 Ultra 5G, an AT&T 5G smartphone
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From: Vardasco, Joe
Sent: Wednesday, August 20, 2025 6:10 AM
To: Amber Wells; Hopkins, Timothy
Cc: Tyler Ellis; Edwards, Blake; Kohl, Nathanael; Bright, Charlie; Spurgeon, Michael
Subject: RE: Notice of Claim and Request for Clarification – Ellis Concrete

This needs to be broken down to each job separately, not combined.

Joseph R. Vardasco

*Contract Administrator-Utility Inspector
Engineering & Construction Department*

City of Broken Arrow

485 N. Poplar Ave

Broken Arrow, OK 74013

Office: 918-259-2400 | mobile: 918-857-0323

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From: Amber Wells <Amber@ellis-concrete.com>
Sent: Tuesday, August 19, 2025 7:43 PM
To: Vardasco, Joe <JVardasco@brokenarrowok.gov>; Hopkins, Timothy <THopkins@brokenarrowok.gov>
Cc: Tyler Ellis <tyler@ellis-concrete.com>; Edwards, Blake <BEdwards@brokenarrowok.gov>; Kohl, Nathanael <NKohl@brokenarrowok.gov>; Bright, Charlie <CBright@brokenarrowok.gov>; Spurgeon, Michael <MSpurgeon@brokenarrowok.gov>
Subject: Notice of Claim and Request for Clarification – Ellis Concrete

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 420 S Hickory Pl.m4a

Dear Mr. Vardasco & Hopkins

Enclosed please find two documents entitled Notice of Claim and Request for Clarification. As provided for in the contract documents, a formal request for clarification is mandatory when an issue arises between the contractor and the job owner or engineers.

It is evident, based on the directives given during our job site meeting on August 5, 2025, as well as subsequent written directives, that a clear misunderstanding exists. The only efficient and proper way to address this matter is through this written request for clarification. For your reference, we have also attached an audio recording of the August 5th meeting. At that meeting, all parties agreed on an acceptable resolution regarding how to proceed with the project. However, the subsequent written directives have not aligned with that in-person agreement.

Additionally, we are submitting the attached Claims, Exhibit -A &B. While we regret the necessity of doing so, our repeated requests for change orders have been denied. The additional work being required in the field is outside the scope of the contract, and it is unreasonable to expect Ellis Concrete to assume the full burden and cost of this work. Again, at the job site meeting, an equitable agreement was reached, but the directives issued thereafter are inconsistent with that agreement.

Ellis Concrete cannot continue to expend unnecessary funds and resources without just compensation. We sincerely hope this matter can be resolved without litigation, which is costly and time-consuming for all parties. Our goal remains to deliver a high-quality project in the most efficient and timely manner possible. We continue to work diligently on portions of the project that do not require clarification.

As required, Ellis Concrete must also mitigate its own losses. For that reason, we cannot agree to reconcile material quantities only at the end of the project. Such an approach would not accurately reflect the actual material and labor necessary to complete the work, particularly given the poor subgrade conditions encountered.

Additionally, we must note that Nathan represented from the beginning that Meadow Heights would be handled the same way as Brentwood. Now, with Joe and Tim conducting field verifications, the two projects are effectively being intermingled. This has created further confusion regarding scope, quantities, and compensation.

We are committed to working with the City in good faith to resolve these outstanding issues and to complete the project as promptly as possible. I look forward to your response to the attached documents.

Thank you for your time and consideration.

Sincerely,
Amber R. Wells

Ellis Concrete Construction,LLC

From: Bright, Charlie
Sent: Wednesday, August 20, 2025 12:06 PM
To: tyler@ellis-concrete.com; Amber@ellis-concrete.com
Cc: Kohl, Nathanael; Edwards, Blake; Vardasco, Joe; Hopkins, Timothy; Small, Travis
Subject: Meadow Heights - STOP WORK ORDER
Attachments: Letter_05_Meadow_Heights.pdf

Tyler/Amber,

Please see attached our notice for a **STOP WORK ORDER**. Immediately upon receipt of this notice, you all are to stop work on anything associated with the above referenced project and have your personnel leave the site. We will be in touch shortly regarding next steps in accordance with the contract.

For transparency, my team has been and will be on site to document all existing conditions as they stand today including work done, work remaining to be finished, the quality of work completed, and the presence of materials and equipment.

City of Broken Arrow crews will be stepping in to complete temporary and/or permanent repairs as necessary to assure all Broken Arrow citizens have access to their homes and streets as necessary.

Thanks,

Charlie Bright, P.E.

*Director of Engineering & Construction
Engineering & Construction Department*

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