



City of Broken Arrow
Meeting Agenda
Broken Arrow Municipal Authority

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

Tuesday, May 20, 2025

Council Chambers
220 South 1st Street
Broken Arrow, OK

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

1. Call to Order

2. Roll Call

3. Consideration of Consent Agenda

- A. [25-38](#) Approval of the Broken Arrow Municipal Authority Meeting Minutes of May 06, 2025
- B. [25-738](#) Approval of and authorization to execute a budget transfer for the Tiger Hill Tank Floor Remediation (project number 2554820)
- C. [25-683](#) Approval of and authorization to execute a Construction Contract with the Regional Metropolitan Utility Authority (RMUA) and Crossland Heavy Contractors, Inc. for the Construction of the fiscal year 2025 Capital Equipment Replacement Projects
- D. [25-736](#) Approval of and authorization to purchase one (1) 2025 Ford Escape All Wheel Drive from Vance Country Ford pursuant of Oklahoma State Contract No. SW035 and approval of and authorization to execute Budget Transfer for Fiscal Year 2025
- E. [25-676](#) Approval of and authorization to execute Change Order No. 1 with Cook Consulting, LLC and Innovation District Lift Station (S24020)
- F. [25-695](#) Ratification of the Claims List Check Register Dated May 12, 2025

4. Consideration of Items Removed from Consent Agenda

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

6. General Authority Business

A. [25-691](#) Award the lowest responsible bid to Cherokee Pride Construction, Inc. and approve and authorize execution of a construction contract for the South Park South Relief Line & Houston St. Trenchless Sanitary Sewer Rehabilitation (Project No. 2154280)

7. Remarks and Inquiries by Governing Body Members

8. Remarks and Updates by City Manager and Staff

9. Executive Session - NONE

10. Adjournment

NOTICE:

Please note that all items on this agenda may be approved, denied, amended, postponed, acknowledged, affirmed or tabled.

If you wish to speak at this evening's meeting, please fill out a "Request to Speak" form. The forms are available from the City Clerk's table or at the entrance door. Please turn in your form prior to the start of the meeting. Topics are limited to items on the currently posted agenda, or relevant business.

All cell phones and pagers must be turned OFF or operated SILENTLY during meetings.

Exhibits, petitions, pictures, etc., shall be received and deposited in case files to be kept at the Broken Arrow City Hall. If you are a person with a disability and need some accommodation in order to participate in this meeting, please contact the City Clerk at 918-259-2400 Ext. 5418 to make arrangements.

21 O.S. Section 280 provides the following:

- A. It is unlawful for any person, alone or in concert with others and without authorization, to willfully disturb, interfere or disrupt state business or the business of any political subdivision, which includes publicly posted meetings, or any agency operations or any employee, agent, official or representative of the state or political subdivision.
- B. It is unlawful for any person who is without authority or who is causing any disturbance, interference or disruption to willfully refuse to disperse or leave any property, building or structure owned, leased or occupied by state officials or any political subdivision or its employees, agents or representatives or used in any manner to conduct state business or any political subdivision's business or operations after proper notice by a peace officer, sergeant-at-arms, or other security personnel.
- C. Any violation of the provisions of this section shall be a misdemeanor punishable by imprisonment in the county jail for a term of not more than one (1) year, by a fine not exceeding One Thousand Dollars (\$1,000.00), or by both such fine and imprisonment.
- D. For purposes of this section, "disturb, interfere or disrupt" means any conduct that is violent, threatening, abusive, obscene, or that jeopardizes the safety of self or others.

A paper copy of this agenda is available upon request.

POSTED this ____ day of _____, ____, at _____ a.m./p.m.

City Clerk



City of Broken Arrow

Request for Action

File #: 25-38, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 05-20-2025

Title:

Approval of the Broken Arrow Municipal Authority Meeting Minutes of May 06, 2025

Background:

Minutes recorded for the Broken Arrow Municipal Authority Meeting.

Cost: None

Funding Source: None

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: May 06, 2025 Broken Arrow Municipal Authority Minutes

Recommendation:

Approve the minutes of the May 06, 2025 Broken Arrow Municipal Authority Meeting.



City of Broken Arrow
Minutes
Broken Arrow Municipal Authority

City Hall
220 S 1st Street
Broken Arrow, OK
74012

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

Tuesday, May 6, 2025

Council Chambers

1. Call to Order

Chairperson Debra Wimpee called the meeting to order at 8:40 p.m.

2. Roll Call

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

3. Consideration of Consent Agenda

- A. 25-37 Approval of the Broken Arrow Municipal Authority Meeting Minutes of April 15, 2025
- B. 25-658 Approval of the Broken Arrow Municipal Authority Amended Special Meeting Minutes of February 25, 2025
- C. 25-585 Acknowledgement of submittal of the Broken Arrow Municipal Authority (BAMA) 2024 Annual Historical Water Demand Report
- D. 25-590 Acknowledgement of submittal of the Broken Arrow Municipal Authority's Solid Waste and Recycling Report for March 2025
- E. 25-593 Acknowledgement of submittal of the Broken Arrow Municipal Authority's Water Supply Report for the month of March 2025
- F. 25-594 Acknowledgement of submittal of the Broken Arrow Municipal Authority's Wastewater Discharge Monitoring Report for the month of March 2025
- G. 25-582 Approval of and authorization to execute a Professional Consultant Agreement with Doane and Hartwig Water Systems Inc., doing business as Big Wave Water Technologies Inc., for Chloramine Booster Pilot (Project No. 2554780)
- H. 25-581 Approval of and authorization to execute a Professional Services Agreement with Geodeca, LLC for Old Town Waterline Replacement Surveys (Project No. 2254400)
- I. 25-591 Approval of and authorization to execute Amendment No. 2 to Agreement for Professional Consulting Services with Professional Engineering Consultants, P.A. (PEC) for County Line Phase III Manhole Replacements (Project No. S.22060)
- J. 25-573 Approval of and authorization to execute a Purchase and Sales Agreement for real property generally located in the 19900 block East 61st Street South, Broken Arrow, Oklahoma; and approval to execute Resolution No. 1653, a Resolution of the City of Broken Arrow ratifying, approving, authorizing and accepting a Purchase and Sales Agreement for real property located in Broken Arrow, Wagoner County, Oklahoma and more particularly described as A Part of the West 10 acres of the East 29.97 acres of Lot 3 of Section 6, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma, more particularly described as follows: Commencing at the Northeast Corner of Government 3; thence along the North line of

Section 6, S88°53'47" W a distance of 657.70 feet; thence along the East Line of the West 10 acres of the East 29.97 acres of Lot 3, S01°19'39"E a distance of 353.75 feet to the Point of Beginning; thence S88°40'21"W a distance of 65.00 feet; thence S34°10'10"W a distance of 325.93 feet; thence S88°41'13"W a distance of 75.00 feet; thence along the West Line of the East 29.97 acres of Lot 3, S01°18'47"E a distance of 700.08 feet; thence along the South Line of Government Lot 3, N88°52'13"E a distance of 329.43 feet; thence N01°19'39"W a distance of 966.55 feet to the Point of Beginning. Having an area of 273,105 Square Feet, 6.2696 acres (the "real property") in accordance with the terms of a certain Purchase and Sales Agreement by and between the City of Broken Arrow and John M and Cynda A Spoon Trust; approving and authorizing purchase of the real property pursuant to the Purchase and Sales Agreement and authorizing the City of Broken Arrow expenditure of the sum \$181,818.40 to effect such purchase, as well as reasonable and necessary costs; designating representatives of the City of Broken Arrow, for purposes of granting certain approvals and executing certain instruments as required under and in connection with said assignment and Approval of and authorization to execute a Purchase and Sales Agreement for real property generally located in the 19900 block East 61st Street, Broken Arrow, Oklahoma; and containing other provisions relating thereto (Project No. S.24010)

K. 25-588 Notification of City Manager's and Assistant City Manager's execution of Professional Consultant Agreements and Amendments to an Agreement, as well as public Construction Contracts not subject to the Competitive Bid Act, with a Contract value of \$50,000.00 or less

L. 25-625 Approval of and authorization to purchase two (2) membrane system feed pumps via MiMotion pursuant to the Sourcewell Purchasing Cooperative

M. 25-628 Approval of and authorization to purchase one (1) F-150 Crew Cab 4x4 from Vance Country Ford pursuant of Oklahoma State Contract# SW035 and approval of and authorization to execute Budget Transfer for Fiscal Year 2025

N. 25-608 Approval of and authorization to execute Change Order No. 1 with Cherokee Pride for the Melinda Park Water and Sewer Line Rehabilitation Project (S23030)

O. 25-619 Ratification of the Claims List Check Register Dated April 28, 2025

MOTION: A motion was made by Justin Green, seconded by Johnnie Parks

Move to approve the Consent Agenda minus Item 25-608

The motion carried by the following vote:

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

4. Consideration of Items Removed from Consent Agenda

Charlie Bright, Director of Engineering and Construction, presented a time-only change order request for the ongoing project at Melinda Park, Item 25-608. While no additional funding is being requested, the extension is necessary due to delays caused by difficulty coordinating water shutoffs on Garnett Street, especially around school schedules, and complications in acquiring backyard easements in a uniquely platted, 50-year-old neighborhood. He praised the contractor's partnership and extra efforts, including respectfully relocating buried pets, moving sheds for homeowners at no cost, and performing free plumbing repairs for elderly residents, all outside their contractual obligations. Bright emphasized that while residents are understandably fatigued by the disruption, the contractor has gone above and beyond, and the cleanup phase is now underway.

Council members discussed the prolonged yet appreciated progress on the Melinda Park project at 61st and Garnett. While some residents are frustrated with the ongoing disruption, others, including the council, recognize the complexity of upgrading infrastructure in an older neighborhood. They acknowledged the careful sequencing—waiting to repave streets until

after utility work is completed—and expressed strong appreciation for the contractor's extra efforts, particularly in assisting elderly residents. Charlie Bright affirmed the team's commitment to continued communication, noting improvements in outreach like flyers, letters, and planned signage. The council praised the outreach efforts and emphasized how much the final improvements will benefit the neighborhood once completed.

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
Move to Approve Item 25-608, execute Change Order No. 1 with Cherokee Pride for the Melinda Park Water and Sewer Line Rehabilitation Project (S23030)

The motion carried by the following vote:

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

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

6. General Authority Business - NONE

7. Remarks and Inquiries by Governing Body Members - NONE

8. Remarks and Updates by City Manager and Staff

City Manager Michael Spurgeon informed the council that on Thursday morning around 10:15, he, along with city staff—including Mr. Schwab, Mr. Bright, Patrick Wilson, and likely Tim Wilson—will meet with Mr. Fletcher and other residents in the Spring Creek area. This follows concerns raised at a previous council meeting and a recent drainage committee review. The goal is to ensure the developer complies, addresses residents' concerns directly, and reports back to the council with updates.

9. Executive Session - NONE

10. Adjournment

The meeting was adjourned at approximately 8:48 p.m.

MOTION: A motion was made by Lisa Ford, seconded by Justin Green
Move to adjourn

The motion carried by the following vote:

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

Chairperson

Secretary



City of Broken Arrow

Request for Action

File #: 25-738, Version: 1

Broken Arrow City Council
Meeting of: 05-20-2025

Title:

Approval of and authorization to execute a budget transfer for the Tiger Hill Tank Floor Remediation (project number 2554820)

Background:

The Tiger Hill Ground Water Storage Tanks reside on Tiger Hill at the southwest corner of the intersection of 9th Street (Lynn Lane) and Kenosha Street (71st). The storage tanks on top of the hill consist of (2) two one-million-gallon tanks and (1) one two-million-gallon tank. The easternmost tank, the 2-million-gallon tank, is currently undergoing a renovation project that consists of removal and replacement of the roof section, misc. upgrades and repairs, and internal and external coatings replacement.

During construction, it was found that under the base floor of the tank, due to tank leaks over the years, the supporting soils were undermined and large void cavities are present. The flooring of the tank and foundations are outside of the scope of the rehabilitation project underway. In order to repair these void cavities without removal of the steel tank floors, staff plan to execute a separate contract with a professional structural foam injection company to fill the voids with expansive epoxy foam and perform extensive soil stabilization through pressurized foam injection. The estimate for this work is expected to be between \$75,000 and \$100,000.

Within the Utilities Department capital budget, project number 2554280 has been allocated for unplanned Economic Development projects that are executed during the course of the fiscal year for City forces to install various infrastructure. With no Economic Development projects presented for utility infrastructure assistance requests, staff requests to utilize these funds for use on project number 2554820 - Tiger Hill Tank Floor Remediation. If approved, staff will bring the epoxy foam injection contract to the authority on the June 3, 2025 agenda for approval and installation is forecasted for the week of June 9, 2025.

Cost: \$100,000

Funding Source: Utilities Department Capital Budget

Requested By: Timohty Robins, PE - Director of Utilities

Approved By: City Manager's Office

Attachments: Project 2554820 budget transfer

Recommendation:

Approve and authorize the execution of a budget transfer for the Tiger Hill Tank Floor Remediation (project number 2554820)

**CITY OF BROKEN ARROW
INTRADEPARTMENTAL BUDGET TRANSFER
UTILITIES**

FISCAL YEAR

2025



City of Broken Arrow

Request for Action

File #: 25-683, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 05-20-2025

Title:

Approval of and authorization to execute a Construction Contract with the Regional Metropolitan Utility Authority (RMUA) and Crossland Heavy Contractors, Inc. for the Construction of the fiscal year 2025 Capital Equipment Replacement Projects

Background:

The Capital Equipment Replacement Project is for the annual replacement of equipment at the Regional Metropolitan Utility Authority (RMUA) Haikey Creek Wastewater Treatment Plant (HCWWTP). This project is to replace capital equipment identified in the strategic asset management plan. Equipment to be replaced includes: lighting upgrades, Operations and Laboratory Upgrades, Grit Basin Deflector improvements, Maintenance Building, and Haikey Creek Lift Station Conveyor Screen Equipment Trough Liner Replacement.

The Construction fee for this project is \$486,000.00 of which BAMA and TMUA each pay 50% (\$243,000.00). Funding for the improvements will be from the Utilities Department Operations and Maintenance (O&M) budget.

Cost: \$243,000.00

Funding Source: Utilities O&M Budget

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

Approved By: City Manager's Office

Attachments: RMUA Construction Contract

Recommendation:

Approve and authorize execution of Construction Contract with the Regional Metropolitan Utility Authority (RMUA) and Crossland Heavy Contractors, Inc. for the Construction of the fiscal year 2025 Capital Equipment Replacement Projects

City Contract

Version 5.3 released on 4/9/24

This form should be used for all types of contracts including Agreements (excluding Grant Agreements), Contracts, CBAs, MOAs, and MOUs. In addition to requests for New Contracts, Amendments and Renewals, this form should be used for Statutory Change Orders, Quantity Adjustments, Final Payments and Permission to Continue requests.



UB 0121191

CITY COUNCIL USE ONLY

Date Received: _____
 Committee Date: _____
 1st Agenda Date: _____

Tracking #: _____
 Committee: _____
 Hearing Date: _____
 2nd Agenda Date: _____

CITY CLERK USE ONLY

Scanned Date: _____
 Posted Item #: _____

All department items requiring Council approval must be submitted through the Mayor's Office.

Primary Details

Contract Phase

New Contract Renewal Amendment Statutory Change Order Supplemental Documentation Quantity Adjustment Final Payment Permission to Continue IDP Formal Acceptance Terminate/Cancel

Data Sharing

Yes No

This contract will involve data sharing or data transfers.

Board Approval

Regional Metropolitan Utility Authority

Other Board Name

City Council Approval

Yes No

Contract Number

139608

Department

Water and Sewer

Contact Name

Cindy Cantero

Email

ccantero@cityoftulsa.org

Phone

(918) 596-9870

Vendor Name(s)

Crossland Heavy Contractors, Inc.

Vendor Number

681

Description (Subject)

FY'25 Haikey Creek O&M Capital Equipment Replacements

This should match the Munis description field but should be different from Contract Type or Subtype

Contract Type

Public Const Proj

Contract Subtype

WS Impr/Maintain

Bid/Project Number

WPC 25-2

Contract Amount

\$486,000.00

Site Address

Site Parcel No.

IDP, Real Property, or other property related contract address

Budget

Contract Funding Type

No Payment Involved
 Revenue Contract
 Expense Contract

Funding Source(s)

2531S0008R.Capital.Sewer.951.9518900-541101: \$480,926.00
 7503372-531307: \$5,074.00
 TOTAL: \$486,000.00

Enter the funding source(s) using the appropriate Munis funding format: Org (Allocation Code)-Object-Amount (1001211-531401-\$10.00) or Project String-Amount (144104.AbstrTitle5413102.6001-4043122-541102-\$30,000.01)

Approvals

Department:



Date: 4-2-2025

Legal:



Date: 5-1-25

Board:

Date: _____

Mayor:

Date: _____

Other:

Date: _____

Policy Statement

Background Information

Provide background information on the requested action.

Summation of the Requested Action

Submitted are the Contract Documents between RMUA and Crossland Heavy Contractors, Inc. for Project No. WPC 25-2 Haikey Creek Operation and Maintenance Capital Equipment Replacements in the amount of \$486,000.00. It is recommended that the Chairman and Secretary be authorized to approve and execute the contract on behalf of the Authority.

Summarize the pertinent details of the requested action

Other Pertinent Details

Provide any additional information that should be considered when considering approval of this contract document

Processing Information for City Clerk's Office

Post Execution Processing

- Mail vendor copy (add'l signature copies attached)
- Must be filed with other governmental entity
- Add'l governmental entity approval(s) required

Additional Routing and Processing Details

Send a certified copy to Cindy Cantero, which will be sent to Broken Arrow.

Miller, Tammy

From: Water & Sewer Boards
Sent: Tuesday, April 8, 2025 11:59 AM
To: Miller, Tammy
Subject: FW: Contract Book - 139608
Attachments: DOC040325-04032025105710.pdf

Jayden Conner | Office Administrator II

City of Tulsa
175 East 2nd Street, Suite 13-118
Tulsa, OK 74103
T: 918-596-1825
E: jconner@cityoftulsa.org
www.cityoftulsa.org

From: Ward, Jeremy K. <JeremyWard@cityoftulsa.org>
Sent: Monday, April 7, 2025 1:46 PM
To: Water & Sewer Boards <TMUA@cityoftulsa.org>
Subject: FW: Contract Book - 139608

The attached contract No. 139608 for RMUA is approved.

Jeremy K. Ward
Special Counsel
TMUA, TUB, and RMUA
jeremyward@cityoftulsa.org
(918) 764-3126 Direct
(918) 583-7129 Main
(918) 584-3814 Fax

From: Water & Sewer Boards <TMUA@cityoftulsa.org>
Date: Thursday, April 3, 2025 at 10:51 AM
To: Ward, Jeremy K. <JeremyWard@cityoftulsa.org>
Subject: Contract Book - 139608

Attached is the contract book for Contract No. 139608 with RMUA for your review/approval.

Jayden Conner | Office Administrator II
City of Tulsa
175 East 2nd Street, Suite 13-118
Tulsa, OK 74103
T: 918-596-1825
E: jconner@cityoftulsa.org
www.cityoftulsa.org



MEMORANDUM

To: Legal

From: Jayden Conner/TMUA 13th FL

Date: April 8, 2025

Email: tmua@cityoftulsa.org

Subject: Contract Book – Contract No. 139608 – FY25 Hailey Creek O&M Capital Equipment Replacements - Crossland Heavy Contractors, Inc. – WPC 25-2

CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR
HAIKEY CREEK OPERATION & MAINTENANCE
CAPITAL EQUIPMENT REPLACEMENTS
RMUA PROJECT NO. WPC 25-2
BAMA PROJECT NO. 2354170

ATTENDANCE AT PRE-BID CONFERENCE IS MANDATORY

PREPARED BY:
HOLLOWAY, UPDIKE AND BELLEN, INC.
2001 N. WILLOW AVE
BROKEN ARROW, OK 74102
918-251-0717 OFFICE
918-251-0754 FAX



ERIC LEE, DIRECTOR
WATER AND SEWER DEPARTMENT



TIMOTHY ROBBINS
UTILITIES DIRECTOR

Account Number: 2531S0008R.Capital.Sewer.951.9518900-
541101

Water and Sewer Department
175 E. 2nd Street, Suite 1300
Tulsa, Oklahoma 74103
(918) 596-9845

CONTRACT DOCUMENTS

HAIKEY CREEK OPERATION & MAINTENANCE CAPITAL EQUIPMENT REPLACEMENTS
REGIONAL METROPOLITAN UTILITY AUTHORITY
PROJECT NO. WPC25-2
BAMA PROJECT NO. 2354170

WATER AND SEWER DEPARTMENT

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SPECIFICATIONS

PROJECT SPECIFICATIONS

Published in the Tulsa World: February 7, 10, 11, 12, 13, and 14, 2025.

**NOTICE TO BIDDERS
SEALED BIDS FOR
HAIKEY CREEK OPERATION & MAINTENANCE
CAPITAL EQUIPMENT REPLACEMENTS
RMUA PROJECT NO. WPC25-2
BAMA PROJECT NO. 2354170**

Notice is hereby given that pursuant to an order by the Regional Metropolitan Utility Authority, a Public Trust, sealed bids will be received in Room 260 of the Office of the City Clerk, City of Tulsa, 175 E. 2nd Street, Tulsa, Oklahoma 74103 until 8:30 a.m., the 28th day of February 2025 for furnishing all tools, materials and labor and performing the work necessary to be done in the construction of the following:

**HAIKEY CREEK OPERATION & MAINTENANCE
CAPITAL EQUIPMENT REPLACEMENTS
RMUA PROJECT NO. WPC25-2
BAMA PROJECT NO. 2354170**

The entire cost of the improvements shall be paid from Account No. 9518900-541101

A **MANDATORY** Pre-Bid Conference is scheduled for Thursday, February 13, 2025, at 1:00 p.m. in the Hailey Creek WWTP Administration Conference Room, 11602 E. 151st St. S., Broken Arrow, Oklahoma.

Attendance at the Pre-Bid Conference is MANDATORY. Bids will not be received from contractors who did not attend the Pre-Bid Conference.

Bids will be accepted by the City Clerk from the holder of valid pre-qualification certificates from the City of Tulsa in one or more of the following classifications: **A or D**

Drawings, specifications and contract documents for construction of said public improvements of the said project have been adopted by the Mayor of said City. Copies of same may be obtained at the Office of Contract Administration, 175 E. 2nd St. Ste 261, Tulsa, OK 74103 for a non-refundable fee in the amount of **\$50.00** made payable to the Regional Metropolitan Utility Authority by check or money order.

Contract requirements shall include compliance as required by law pertaining to the practice of non-discrimination in employment.

Attention is called to Resolution No. 18145 of August 23, 1988, requiring bidders to commit to the goal of employing on the project at least fifty percent bona fide residents of the City of Tulsa and/or MSA in each employment classification.

The Authority, acting on behalf of the City of Tulsa, is exempt from the payment of any sales or use taxes, and pursuant to Title 68 O.S. Section 1356(10), direct vendors to the Authority are also exempt from those taxes. A bidder may exclude from his bid appropriate sales taxes which he will not have to pay while acting for and on behalf of the Regional Metropolitan Utility Authority. See Contract Article IIB.

A Certified or Cashier's Check or Bidder's Surety Bond, in the sum of 5% of the amount of the bid will be required from each bidder to be retained as liquidated damages in the event the successful bidder fails, neglects or refuses to enter into said contract for the construction of said public improvements for said project and furnish the necessary bonds within thirty days from and after the date the award is made.

The bidder to whom a contract is awarded will be required to furnish public liability and workmen's compensation insurance; performance, statutory, and maintenance bonds acceptable to the Authority, in conformity with the requirements of the proposed contract documents. The performance, statutory, and maintenance bonds shall be for one hundred percent (100%) of the contract price.

All bids will be opened and considered by the Bid Committee of said City at a meeting of said Committee to be held in the City Council Room of City Hall, 175 E. 2nd Street, in said City at 9:00 a.m. on the 28th day of February 2025.

Dated at Tulsa, Oklahoma, this 3rd day of February 2025.

Jeff Dunn, Chairperson
Regional Metropolitan Utility Authority

11.15.24

FEB 28 2025

INSTRUCTIONS TO BIDDERS

B-1. BIDS

A.M. _____ P.M.
OFFICE OF THE CITY CLERK
BY *JB*

Each bid Proposal shall be completed, signed, and submitted. No alterations, additions, or erasures shall be made on the Proposal. Erroneous entries shall be lined out, initialed by the bidder, and the correct entry inserted. The unit price bid must cover all expense for furnishing the labor, materials, tools, equipment, and apparatus of every description to construct, erect, and furnish all work required by and in conformance with the Drawings and Specifications.

Each bid shall be enclosed in a sealed envelope addressed to the Regional Metropolitan Utility Authority, 175 E. 2nd Street, Room 260, City Hall, Tulsa, Oklahoma, identified on the outside with the words:

HAIKEY CREEK OPERATION & MAINTENANCE
CAPITAL EQUIPMENT REPLACEMENTS
REGIONAL METROPOLITAN UTILITY AUTHORITY
PROJECT NO. WPC25-2
BAMA PROJECT NO. 2354170

Pre-qualification Certificate Number 881,

And shall be filed with the City Clerk in Room 260, City Hall.

All addenda to the contract documents should be denoted on the last page of the Proposal in the space provided.

B-2. BID SECURITY

Each bid shall be accompanied by a cashier's check, a certified check, or bidder's bond, in the amount of five percent (5%) of the total amount bid.

The bid security shall be made payable, without condition, to the Regional Metropolitan Utility Authority, Oklahoma. The bid security may be retained by and shall be forfeited to the Authority as liquidated damages if the bid is accepted, a contract based thereon is awarded, and the bidder fails to enter into a contract in the form prescribed, with legally responsible sureties, within thirty (30) days after such award is made by the Authority.

B-3 RETURN OF BID SECURITY

The bid security of each unsuccessful bidder will be returned when his bid is rejected. The bid security of the bidder to whom the contract is awarded will be returned when he executes a contract and files satisfactory bonds. The bid security of the second lowest responsible bidder may be retained for a period of time not to exceed sixty (60) days pending the execution of the contract and bonds by the successful bidder.

B-4 WITHDRAWAL OF BIDS

No bidder may withdraw his bid for sixty (60) days after the date and hour set for the opening. A bidder may withdraw his bid any time prior to expiration of the period during which bids may be submitted by making a written request signed in the same manner and by the same person who signed the Proposal.

B-5 REJECTION OF BIDS

Bids received more than ninety-six (96) hours before the time set for opening bids, excluding Saturdays, Sundays, and holidays, as well as bids received after the time set for opening bids, will not be considered and will be returned unopened.

The Regional Metropolitan Utility Authority reserves the right to reject any and all bids when such rejection is in the best interest of the Regional Metropolitan Utility Authority. All bids are received subject to this stipulation and the Authority reserves the right to decide which bidder shall be deemed lowest responsible bidder.

A violation of any of the following provisions by a bidder shall be sufficient reason for rejecting bidder's bid, or shall make any contract between the Regional Metropolitan Utility Authority and the Contractor that is based on bidder's bid, null and void: divulging the information in said bid before the bids have been opened; submission of a bid which is incomplete, unbalanced, obscure, incorrect, or which has conditional clauses, additions, or irregularities of any kind not in the original proposal form, or which is not in compliance with the Instruction to Bidders and published Notice to Bidders, or which is made in collusion with another bidder. The Authority shall have the right to waive any immaterial defects or irregularities in any bid received.

B-6 DISQUALIFICATION OF BIDDERS

No contract will be awarded to any person or persons, firm, partnership, company, or corporation which is in arrears to the Authority upon any debt of contract, or in default as surety or otherwise upon any obligation to the Authority.

B-7 SIGNATURE OF BIDDERS

Each bid shall be properly signed with the full name of the company or individual submitting the bid, the bidder's address, and the name and title of all persons signing printed below their signature lines. Bids by partnerships shall be signed with the partnership name followed by the signature and title of one of the partners. Bids by corporations shall be signed with the name of the corporation followed by the signature and title of the president, vice president, chairman, or vice chairman of the Board of Directors with attestation by the corporate secretary or assistant corporate secretary. Bids by joint ventures shall be signed by each participant in the joint venture. Bids by limited liability companies shall be

signed with the name of the limited liability company followed by the signature and title of the Manager or Managing Member. Bid by limited partnerships shall be signed with the name of the limited partnership followed by the signature of the general partner. Note: The signature requirements listed above are for Oklahoma entities; entities organized in other states must follow the law of the state in which they are organized.

A bid by a person who affixes to his signature the word "President", "Manager", "General Partner", "Agent", or other title, without disclosing the name of the company for which he is signing, may be held to be the bid of the individual signing.

B-8 INTERPRETATION OF CONTRACT DOCUMENTS

If any bidder who contemplates submitting a bid is in doubt as to the true meaning of any part of the drawing, specifications, or other proposed contract documents, bidder may submit to Contract Administration and the Engineer a written request for interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. Interpretation of the proposed contract documents will be made only by addendum. The addendum will be posted on the Regional Metropolitan Utility Authority website and emailed to all the pre-bid attendees. The Authority will not be responsible for any other explanations or interpretations of the proposed contract documents.

B-9 LOCAL CONDITIONS AFFECTING WORK

Each bidder shall visit the site of the work and shall completely inform himself relative to construction hazards and procedure, labor, and all other conditions and factors, local and otherwise, which would affect prosecution and completion of the work and its cost. Such considerations shall include the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing structures and facilities, the availability and cost for labor, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid. There will be no subsequent financial adjustment for lack of such prior information.

B-10 TIME OF COMPLETION

The time of completion is an essential part of the contract and it will be necessary for each bidder to satisfy the Authority of his ability to complete the work within the allowable time set forth in the Bid Form. In this connection, attention is directed to the provisions of the General Conditions and Special Conditions relative to delays, extension of time, and liquidated damages.

B-11 QUALIFICATION OF BIDDERS

No bid will be received and filed by the City Clerk of the Regional Metropolitan Utility Authority unless the person submitting the bid has been pre-qualified as

provided by ordinance, and is the holder of a current certificate of Pre-qualification in force and effect on the date such bid is to be submitted and filed.

B-12 TAXES AND PERMITS

Attention is directed to the requirements of the General Conditions regarding payment of taxes and obtaining permits. Contractor shall comply with all zoning ordinances of the City, as provided in the Tulsa Zoning Code, Title 42 Tulsa Revised Ordinances and conform with all zoning requirements established by the Tulsa Metropolitan Area Planning Commission and the Board of Adjustment. Contractor can call the Indian Nations Council of Governments (INCOG) at (918) 584-7526, to determine if any zoning requirements must be met.

B-13 OKLAHOMA LEGAL REQUIREMENTS

The Contractor must comply with the Oklahoma Scaffolding Law, 40 Oklahoma Statutes, Sections 174 - 177, which cover erection and use of scaffolds, hoists, cranes, stays, ladders, supports, or other mechanical contrivances.

In accordance with Oklahoma Statutes, Title 68, Section 1701-1707, before commencing any work pursuant to this contract, any nonresident contractor shall give written notice by certified mail, return receipt requested, to the Oklahoma Tax Commission, the Oklahoma Employment Security Commission, the Workers Compensation Court, and the county assessor of each county in which work will be performed. The notices shall comply with the requirements set forth in said statute.

B-14 BONDS

The bidder to whom a contract is awarded will be required to furnish bonds as follows:

- a. Performance Bond – A Performance Bond to the Authority in an amount equal to one hundred percent (100%) of the Contract price.
- b. Statutory Bond – A Statutory Bond to the State of Oklahoma in an amount equal to one hundred percent (100%) of the contract price.
- c. Maintenance Bond – A Maintenance Bond to the Authority in an amount equal to one hundred percent (100%) of the contract price.

The bonds shall be executed on the forms included in the contract documents by a surety company authorized to do business in the State of Oklahoma and acceptable as Surety to the Regional Metropolitan Utility Authority.

Accompanying the bonds shall be a "Power-of-Attorney" authorizing the attorney-in-fact to bind the Surety Company and certified to include the dates of the bonds.

B-15 BOUND COPY OF CONTRACT DOCUMENTS

Bound contract documents are no longer required.

B-16 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

Each bidder agrees to comply with the terms of Title 5, Chapter 1, Section 111, of the Tulsa Revised Ordinances relating to Non-Discrimination.

B-17 BASIS FOR AWARD OF CONTRACT

The basis for award of a contract shall be the total base bid submitted by the lowest responsible bidder unless otherwise directed in the form of proposal. The Regional Metropolitan Utility Authority reserves the right to withhold the awarding of a contract for a reasonable period of time from the date of opening of bids. The awarding of a contract upon a successful bid shall give the bidder no right or action or claim against the Regional Metropolitan Utility Authority upon such contract until the same shall have been reduced to writing and duly signed by the contracting parties. The award of a contract will not be completed until the contract is duly executed and the necessary bonds and insurance approved.

B-18 TIME FOR AWARDING OF CONTRACT

The awarding of a contract to the lowest responsible bidder will be made within thirty (30) days after the opening of bids unless the Regional Metropolitan Utility Authority by formal recorded action and for good cause shown, provides for a reasonable extension to that period, which extension period shall not in any event exceed fifteen (15) days where only state or local funds are involved, or not to exceed ninety (90) days on any award of contract for the construction of public improvements where funds are utilized which are furnished by an agency of the federal government.

B-19 SAFETY AND HEALTH REGULATIONS

Bidders should note that they are subject to "Safety and Health Regulations for Construction", Chapter XVII of Title 29, CFR, Part 1926 and that compliance, review and enforcement are the responsibility of the U.S. Department of Labor.

The Contractor is fully responsible for the safety of the work site and is expected to train their employees in all applicable safety issues. This should include but not be limited to: trench safety, confined space entry, head protection, etc. In accordance with construction contracts with the City, Authority, Board, or Commission, all applicable Labor and OSHA safety regulations must be followed.

Work sites must be monitored by the Contractor and safety provisions enforced. Contractors are asked to ensure that all employees are properly informed and trained in construction, work site safety.

B-20 VENDORS AND SUBCONTRACTOR IDENTIFICATION

Where Vendor and Subcontractor Identification Questionnaires are included in the bid documents, each bidder shall submit the Questionnaire directly to the Engineer no later than 5:00 p.m. on the first working day following the bid opening. Failure to submit the questionnaire may render the bid unresponsive and not eligible for award. The award of the Contract will be subject to the acceptability of the vendors and subcontractors listed. If an award is made, the vendors and subcontractors listed on the questionnaire shall be used on the project. No changes in the vendor and subcontractor list will be permitted unless prior consent is obtained from the Engineer.

B-21 U.S. ENVIRONMENTAL PROTECTION AGENCY NPDES REQUIREMENTS FOR STORMWATER DISCHARGES

The bidder's attention is directed to U.S. Environmental Protection Agency (EPA) NPDES requirements for stormwater discharges. The Contractor shall be responsible for filing a Notice of Intent and development and implementation of a Stormwater Pollution Prevention Plan (PPP).

B-22 AMERICANS WITH DISABILITIES ACT

The Contractor shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans with Disabilities Act (ADA). It is understood that the program of the Contractor is not a program or activity of the Regional Metropolitan Utility Authority. The Contractor agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Contractor. Under no circumstances will the Contractor conduct any activity, which it deems non-compliant with the ADA.

WORKING DAYS

The calendar days in this contract have been established based on the average number of working days each month from the chart below:

January	9
February	9
March	12
April	15
May	15
June	15
July	15
August	15
September	15
October	15
November	15
December	<u>10</u>
TOTAL	160

This chart is based on 5 working days per week.

RESOLUTION NO. 18145

A RESOLUTION REQUIRING THE INCLUSION IN PLANS AND SPECIFICATIONS FOR PUBLIC IMPROVEMENT CONTRACTS OF PROVISIONS PROVIDING FOR THE EMPLOYMENT OF BONA FIDE RESIDENTS OF THE CITY OF TULSA; AND/OR THE MSA; ALSO PROVIDING THAT AT LEAST OF FIFTY PERCENT (50%) OF EACH CLASS OF EMPLOYEES USED ON A PROJECT BE BONA FIDE RESIDENTS OF THE CITY OF TULSA AND/OR THE MSA; THAT THE DIRECTOR OF THE DEPARTMENT OF HUMAN RIGHTS IS CHARGED WITH ENSURING THAT ALL BIDS FOR PUBLIC CONSTRUCTION CONTRACTS COMPLY WITH THIS RESOLUTION; AND DECLARING AN EMERGENCY.

WHEREAS, City of Tulsa, Oklahoma, desires to achieve a goal of full employment.

WHEREAS, it is necessary for the protection of the health, safety and welfare of all residents of the City of Tulsa, Oklahoma, to accomplish this goal.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TULSA, OKLAHOMA:

SECTION 1. The City of Tulsa is committed to the policy of achieving full employment of its citizens by encouraging the employment of bona fide Tulsa and MSA residents in public improvement contracts.

SECTION 2. Definitions. The definitions of certain terms used in this resolution are as follows:

- a. "Bidding Documents" or "Bid" means the bid notice, plans and specifications, bidding form, bidding instructions, special provisions and all other written instruments prepared by or on behalf of an awarding public agency for use by prospective bidders on a public construction contract.
- b. (i) "Bona Fide Residents" shall include only those persons who are either registered to vote in the City of Tulsa or who have resided within the city limits for at least six months, or who have purchased a permanent residence within the city limits or who have leased a residence for at least a six month term. Residency may be further determined by a valid Oklahoma driver's license, a current Oklahoma license tag, and a valid Oklahoma automobile inspection sticker. (ii) Bona fide residents of MSA shall include only those persons who are registered to vote in outlying MSA areas or who have resided within the outlying MSA area for at least six months, or who have purchased a permanent residence within the outlying MSA areas or who have leased a residence for at least a six month term. Residency may be further determined by a valid Oklahoma driver's license, a current Oklahoma license tag, and a valid Oklahoma automobile inspection sticker.
- c. "Public Construction Contract" or "Contract" means any contract exceeding Seven Thousand Five Hundred Dollars (\$7,500.00) in amount, awarded by the City of Tulsa for the purpose of making any public improvements or constructing any public building or making repairs to the same.
- d. "Public Improvement" means any beneficial or valuable change or addition, betterment, enhancement or amelioration of or upon any real property, or interest therein, belonging to the City of Tulsa, intended to enhance its value, beauty or utility or to adapt it to new or further purposes. The term does not include the direct purchase of materials, equipment or supplies by the City of Tulsa.

CITY OF TULSA
FILED

AUG 23 1988

AM
Office of City Auditor
By

e. "MSA". All of the land areas composed of Creek County, Osage County, Rogers County, Tulsa County and Wagoner County.

SECTION 3. Residency Requirements of Contractor's Employees. Every employee and/or agent of the City of Tulsa, Oklahoma, charged or involved with the preparation of plans and specifications for any public improvement funded in whole or in part with funds of the City of Tulsa, is hereby charged to include in said plans and specifications the following provisions which shall be binding upon the successful bidders:

- a. Each bid shall be accompanied by a sworn statement that the bidder is committed to the goal of employing at least 50% bona fide residents of the City of Tulsa and/or the MSA in each classification as determined by the Oklahoma Commissioner of Labor.
- b. The successful bidder will be responsible for having like requirements placed upon any subcontractor.
- c. The successful bidder will submit to the Director or his designated representative of the Department of Human Rights any compliance reports involving the bidder and its subcontractors required by Title 31, Chapter 1, Section 9, of the Tulsa Revised Ordinances. The reports shall include information about the residence of each employee in each laboring and trade class applicable to any City project.

SECTION 4. Unresponsive Bids. The failure to submit the documents required by Section 3 shall render a bid unresponsive. Said documents must be submitted prior to the opening of the bids. The Director of the Department of Human Rights Section of City Development is charged with ensuring that all bids comply with Section 3 prior to the bid opening date.

SECTION 5. Duty of Employees and/or Agents of the City of Tulsa. Any employee and/or agent of the City of Tulsa who fails to include the goals for residency requirements found in Section 3 in the plans and specifications for any public improvement may be subject to disciplinary action, including dismissal.

SECTION 6. Severability. The invalidity of any section, subsection, provision or clause or portion of this chapter, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this chapter or the validity of its application to other persons or circumstances.

SECTION 7. Effect Date. This resolution shall take effect as of July 1, 1988.

SECTION 8. Emergency Clause. That an emergency exists for the preservation of the public peace, health and safety, by reason whereof this resolution shall take effect immediately upon its passage, approval and publication.

PASSED, with the emergency clause ruled upon separately and approved this 23rd day of August, 1988.

APPROVED, this 23rd day of August, 1988.

Rodger Randle

ATTEST: Philip W. Wood

Philip W. Wood
CITY AUDITOR

APPROVED: Neal E. McNeil

Neal E. McNeil
City Attorney

MM

Mayor

PASSED, with the emergency clause ruled upon
separately and approved this 23 day of August, 1988.

- APPROVED, this 23 day of August, 1988.

MM
Mayor

ATTEST:

Philip W. Wood
City Auditor

APPROVED:

Neal E. McNeil
City Attorney

CITY OF TULSA
FILED

AUG 23 1988

AM
OFFICE OF CITY AUDITOR
By _____ P.M.

FEB 28 2025

CITY OF TULSA
RESOLUTION NO. 7404
AFFIDAVIT OF COMPLIANCE

A.M. P.M.
OFFICE OF THE CITY CLERK
BY *JB*

Chris Walters, of lawful age, being first duly sworn, states that s/he is the authorized agent of the Company set forth below.

Affiant further states that the Company, in compliance with City of Tulsa Resolution No. 7404, shall not hire or knowingly allow any of its subcontractors or lower tier subcontractors to hire anyone who is not a United States citizen or legal immigrant or anyone who does not have legal status as a temporary worker to perform work on any project which is the subject of a contract between the Company and the City of Tulsa.

Affiant further states that the Company shall not fail to comply with and shall not knowingly allow any of its subcontractors or lower tier subcontractors to fail to comply with all applicable laws including, but not limited to, labor, employment and taxation laws, in the performance of any work on any project which is the subject of a contract between the Company and the City of Tulsa.

Affiant further states that the Company shall make available to the City of Tulsa, at the City's request, sufficient information and/or affirmations to allow the City to confirm Company's compliance with Resolution No. 7404 relating to the performance of any contract between the Company and the City of Tulsa.

Company: Crossland Heavy Contractors, Inc.

Signed: *Chris Walters* Chris Walters
Vice President
Title

SUBSCRIBED and SWORN to before me, this 28th day of February, 2025.

DeLissa McIntyre
NOTARY PUBLIC

MY COMMISSION EXPIRES:

June 27, 2027

COMMISSION NO.:

19006485

DELISSA MCINTYRE
Notary Public, State of Oklahoma
Commission # 19006485
My Commission Expires 06-27-2027

Resolution No. 7404
RAC-1

(Must be submitted at time of Bid)
CITY OF TULSA
50% RESIDENT RESOLUTION
AFFIDAVIT FOR BID

FEB 28 2025

A.M. 3:30 P.M.
OFFICE OF THE CITY CLERK
BYSTATE OF Oklahoma)
COUNTY OF Tulsa) ss:
)

Chris Walters, of lawful age, being first duly sworn, says that s/he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder agrees to fully comply with the City of Tulsa's resolution requiring that at least 50% of each class of employees used on the project be bona fide residents of the City of Tulsa or Metropolitan Statistical Area (MSA) composed of Creek, Okmulgee, Osage, Rogers, Tulsa, Wagoner and Pawnee counties.

Affiant further states that s/he is responsible for having like requirements placed upon any subcontractor of said bidder.

Crossland Heavy Contractors, Inc.

BIDDER (Company Name)

Chris Walters

SIGNED

Chris WaltersVice President

Title

SUBSCRIBED and SWORN to before me this 28th day of February, 2025.Delissa McIntyre

NOTARY PUBLIC

MY COMISSION EXPIRES:

June 27, 2027

COMMISSION NO.:

19006485

RRA-1

(Must be submitted at time of bid)
NON-COLLUSION AFFIDAVIT

FEB 28 2025

STATE OF Oklahoma)
COUNTY OF Tulsa) ss:
)

OFFICE OF THE CITY CLERK

Chris Walters, of lawful age, being first duly sworn, says that:

1. I am the duly authorized agent of the bidder submitting the competitive bid associated with this sworn statement for the purpose of certifying facts pertaining to the existence of collusion among bidders and between bidders and municipal officers or employees, as well as facts pertaining to the giving or offering of things of value to governmental personnel in return for special consideration in the letting of any contract pursuant to the bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid and have been personally and directly involved in the proceedings leading to the submission of such bid;
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; nor
 - c. in any discussions between bidders and any municipal official concerning exchange of money or other things of value for special consideration in the letting of a contract.
4. If awarded the contract, neither the bidder nor anyone subject to the bidder's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, any money or other thing of value, either directly or indirectly, in procuring the contract for which the bid is submitted.

Crossland Heavy Contractors, Inc.
BIDDER (Company Name)

BIDDER (Company Name)


Signed Chris Walters
Title Vice President

SUBSCRIBED and SWORN to before me this 28th day of February, 2025.

Alissa McIntyre
NOTARY PUBLIC

MY COMMISSION EXPIRES:

MISSION EX
June 8

19006485

NA-1



(Must be submitted at time of bid)
BUSINESS RELATIONSHIP AFFIDAVIT

FEB 28 2025

STATE OF Oklahoma,
COUNTY OF Tulsa) ss:A.M. 3 PM.
OFFICE OF THE CITY CLERK
BY JB

Chris Walters, of lawful age, being first duly sworn, says that s/he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

None

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

None

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

None

(If none of the business relationships herein above mentioned exist, affiant should so state.)

Crossland Heavy Contractors, Inc.

BIDDER (Company Name)

Signed: Chris Walters
Vice President

Title:

SUBSCRIBED and SWORN to before me this 28th day of February, 2025Delissa McIntyre
NOTARY PUBLIC

MY COMMISSION EXPIRES:

June 27, 2027COMMISSION NO.: 19006485

BR-1



FILED
CITY OF TULSA

INTEREST AFFIDAVIT

FEB 28 2025

STATE OF Oklahoma)
COUNTY OF Tulsa)
ss.

OFFICE OF THE CITY CLERK
BY JB A.M. P.M.

I, Chris Walters, of lawful age, being first duly sworn, state that I am the agent authorized by Contractor, Engineer, Architect or provider of professional service [“Services Provider”] to submit the attached Agreement. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Services Provider’s business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Services Provider’s business which is less than a controlling interest, either direct or indirect.

None

By Chris Walters
Signature Chris Walters

Title Vice President

Subscribed and sworn to before me this 28th day of February, 2025.

DeLissa McIntyre
Notary Public

My Commission Expires: June 27, 2027

Notary Commission Number: 19006485

County & State Where Notarized: Tulsa, OK



The Affidavit must be signed by an authorized agent and notarized.

ELECTRONIC BID PROPOSAL INSTRUCTIONS - EXCEL SPREADSHEET
HAIKEY CREEK OPERATION & MAINTENANCE CAPITAL EQUIPMENT REPLACEMENTS
RMUA PROJECT NO. WPC 25-2

Please read the following instructions carefully.

1. After opening this file re-save it as your company's name.
2. Open the BID FORM Sheet from the tabs below.
3. Input the unit price of the appropriate pay item in the cells highlighted in blue.
4. Review all data input and check calculations to ensure accuracy of Bid.
5. Print 1 hardcopy of the "PROPOSAL" tab, BID FORM and the "SIGNATURE PAGE" tab.
6. Complete and sign the "Signature Page" document.
6. Submit hardcopy and electronic disk with Contract Documents and Specifications for Bid opening date.

NOTES:

1. The sheet named "FOR CONTRACTOR USE" shall be used by the contractor to export data to estimating software.

LEGEND

\$ 1.00 Cells Requiring Data Input.
\$ 1.00 Internal Data Transfer.
\$ 2.00 Calculated Results.

AGREEMENT FOR USING ELECTRONIC BID PROPOSAL

By and Between: Holloway, Updike & Bellen, Inc. (ENGINEER) and RECIPIENT. The enclosed electronic media is provided pursuant to your request and is for your limited use in connection with your submittal of Bid Proposal for Project No. WPC 25-2, HAIKEY CREEK OPERATION & MAINTENANCE CAPITAL EQUIPMENT REPLACEMENTS. In no event shall the information be used for any other purpose or be released to third parties without the written consent of the ENGINEER. In the event of a discrepancy between the hard copy and this electronic media at delivery or in the future, the hard copy shall govern. ENGINEER hereby disclaims any and all liability for the consequences from use of the electronic media and makes no warranty or guarantee of accuracy. RECIPIENT shall assume full responsibility for the uses and consequences of the electronic media. It is agreed that ENGINEER has and retains ownership of the electronic media. ENGINEER does not warrant or guarantee that the electronic data is compatible with RECIPIENT'S computer hardware or software, and ENGINEER'S responsibility for the electronic media is limited to replacement of defective media for a period of thirty (30) days after delivery to RECIPIENT. !!! By opening and using this FILE, You AGREE to these TERMS AND CONDITIONS!!!

FILED
CITY OF TULSA

FEB 28 2025

A.M. JB P.M.
OFFICE OF THE CITY CLERK
BY _____

P-1a.

PROPOSAL
HAIKEY CREEK OPERATION & MAINTENANCE CAPITAL EQUIPMENT REPLACEMENTS
RMUA PROJECT NO. WPC 25-2

TO: REGIONAL METROPOLITAN UTILITY AUTHORITY
CITY OF TULSA, OKLAHOMA

THE UNDERSIGNED BIDDER, having carefully examined the drawings, specifications, and other Contract Documents of the above project presently on file in the City Clerk, City of Tulsa, Oklahoma:

CERTIFIES THAT he has inspected the site of the proposed work and has full knowledge of the extent and character of the work involved, construction difficulties that may be encountered, and materials necessary for construction, class and type of excavation, and all other factors affecting or which may be affected by the specified work; and

CERTIFIES THAT he has not entered into collusion with any other bidder or prospective bidder relative to the project and/or bid; and

HEREBY PROPOSES to enter into a contract to provide all necessary labor, materials, equipment and tools to completely construct and finish all the work required by the Contract Documents referred to therein; to complete said work within 365 calendar days after the work order is issued; and to accept in full payment therefore the amount set forth below for all work actually performed as computed by the Engineers as set forth in the Contract.

Basis of Award

IT SHOULD BE NOTED THAT THE LOWEST RESPONSIBLE BID SHALL BE DETERMINED BY THE TOTAL BASE BID PLUS ADDITIVE ALTERNATES NO. 1-2. THE ITEMS IN ADDITIVE ALTERNATES NO. 1-2 MAY OR MAY NOT BE INCLUDED IN THE CONTRACT AWARD AT THE SOLE DISCRETION OF THE CITY OF TULSA. ANY PROPOSAL SUBMITTED WITH ADDITIVE ALTERNATES NO. 1-2 INCOMPLETE SHALL BE CONSIDERED NON-RESPONSIVE.

Note: - Item numbers omitted are not a part of the Contract.

FILED
CITY OF TULSA

FEB 28 2025

A.M. P.M.
OFFICE OF THE CITY CLERK
BY *JB*

**PROPOSAL FOR
HAIKEY CREEK OPERATION & MAINTENANCE CAPITAL EQUIPMENT REPLACEMENTS
RMUA PROJECT NO. WPC 25-2**

ITEM NUMBER	SPEC NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	203.998	Mobilization	LS	1	\$23,000.00	\$23,000.00
2	203.200	All materials, labor, equipment, and supervision required for the Operations Laboratory & Operations Room Remodel at Haikey Creek WWTP per these specifications.	LS	1	\$295,000.00	\$295,000.00
3	203.300	All materials, labor, equipment, and supervision required for the Maintenance Building Access & Safety Improvements at Haikey Creek WWTP per these specifications.	LS	1	\$20,000.00	\$20,000.00
4	203.400	All materials, labor, equipment, and supervision required for the Grit Facility Building Sump Pump Replacement at Haikey Creek WWTP per these specifications.	LS	1	\$65,000.00	\$65,000.00
5	203.500	All materials, labor, equipment, and supervision required for the Bar Screen Conveyor Trough Liner Replacement at Haikey Creek Lift Station per these specifications.	LS	1	\$58,000.00	\$58,000.00
6	203.999	Mechanical, Electrical, Plumbing and Unforeseen Circumstances Allowance for various mechanical, electrical, plumbing and unforeseen work not shown on the construction drawings or specified in the contract documents.	ALLOW	1	\$25,000.00	\$25,000.00
TOTAL BASE BID						\$486,000.00
ADDITIONAL ALTERNATE NO. 1						
7	203.100	All materials, labor, equipment, and supervision required for the Grit Collector #1 & #2 Deflector Improvements at Haikey Creek WWTP per these specifications.	LS	1	\$319,000.00	\$319,000.00
8	203.100	All materials, labor, equipment, and supervision required for the Grit Collector #1 & #2 Deflector Concrete Corrosion Resistant Coating at Haikey Creek WWTP per these specifications.	SF	144	\$175.00	\$25,200.00
TOTAL ADDITIONAL ALTERNATE NO. 1						\$344,200.00
ADDITIONAL ALTERNATE NO. 2						
9	203.800	All materials, labor, equipment, and supervision required for the Operations Building Lighting Improvements at Haikey Creek WWTP per these specifications.	LS	1	\$30,800.00	\$30,800.00
TOTAL ADDITIONAL ALTERNATE NO. 2						\$30,800.00

Base Bid and Additive Alternates Total: **\$861,000.00**

FILED
CITY OF TULSA

FEB 28 2025

A.M. 30 P.M.
OFFICE OF THE CITY CLERK
BY JD

TOTAL BASE BID	\$486,000.00
ADDITIVE ALTERNATE NO. 1	\$344,200.00
ADDITIVE ALTERNATE NO. 2	\$30,800.00
TOTAL BASE BID + ADDITIVE ALTERNATES 1 - 4	\$861,000.00

Enclosed is a () Bidder's Surety Bond, () Certified Check, () Cashier's Check for
59. of B.J Dollars (\$)
 Figures

which the City of Tulsa may retain or recover as liquidated damages in the event that the undersigned fails to enter into contract for the work covered by this proposal., provided the Contract is awarded to the undersigned within thirty (30) days, or within ninety (90) days if Federal funds are utilized, from the date fixed for opening of bids and the undersigned fails to execute said Contract and furnish the required bonds and other requirements as called for in these Contract Documents within thirty (30) days after award of Contract.

Dated at Tulsa, Oklahoma, this 28th day of February, 2025

Respectfully submitted,

Crossland Heavy Contractors, Inc.
 (Complete legal name of company)

Kansas

(State of Organization)

By:

Chris Walters
 Title: Vice President

Printed Name:

ATTEST:

Keith Quiroz
 Title: Corporate Secretary

Printed Name:

Keith Quiroz
 (SEAL)

Address: 14149 E. Admiral St.
Tulsa, OK 74116

Telephone Number: 918-438-2800

Fax Number: 918-438-2801

The undersigned acknowledge receipt of the following Addenda (give number and date of each):

No. 1: 2-17-25
No. 2: 2-25-25

CORPORATION CERTIFICATE OF INCUMBENCY

Certificate of Secretary

The undersigned Secretary of Crossland Heavy Contractors, Inc. ("Company") hereby certifies:

That at the monthly meeting of the Board of Directors of Crossland Heavy Contractors, Inc., held on the 27th day of October 2023, the Board of Directors did, by unanimous decision, authorize Mark Sell, Chris Walters, Justin Lillie, Dan Thompson, Erick Lowe or Ivan Crossland Jr. to sign on behalf of said Corporation all documents and papers pertaining to the business of said Corporation.

All Documents signed by Mark Sell, Chris Walters, Justin Lillie, Dan Thompson, Erick Lowe or Ivan Crossland Jr. on behalf of Crossland Heavy Contractors, Inc. shall be legally binding on Crossland Heavy Contractors, Inc. and their successors and assigns.

IN WITNESS WHEREOF, I have executed this certificate this 28th day of February 2025:



Holly Rhodes
Secretary

FILED
CITY OF TULSA

FEB 28 2025

OFFICE OF THE CITY CLERK
BY JB A.M. PM.

[SAMPLE CONSENT OF MEMBERS]

[NAME OF COMPANY], LLC

Consent of Members

The undersigned, being all of the Members of [Name of Company], LLC, an Oklahoma Limited Liability Company, hereby authorize, consent to, approve and ratify the execution by _____ on behalf of [Name of Company], LLC of bid proposals, contracts, affidavits and related documents in connection with [Name of Project] of the City of Tulsa.

DATED, this _____ day of _____, 20____.

Name printed: _____

Name Printed: _____

[ADD ADDITIONAL LINES FOR ADDITIONAL MEMBERS]

Disclaimer Statement: This form is made available for example purposes only and is not intended to be legal advice nor intended to be relied upon in lieu of consultation with an attorney."

CM-1

RE: REGIONAL METROPOLITAN UTILITY AUTHORITY PROJECT NO.

**HAIKEY CREEK OPERATION & MAINTENANCE
CAPITAL EQUIPMENT REPLACEMENTS
REGIONAL METROPOLITAN UTILITY AUTHORITY
PROJECT NO. WPC25-2
BAMA PROJECT NO. 2354170**

To Whom It May Concern:

The vendor of materials and supplies under the above referenced contract is hereby authorized to bill Regional Metropolitan Utility Authority (RMUA), 175 E. 2nd Street, Suite 1300, Tulsa, Oklahoma 74103, for all materials and supplies purchased under the above contract noting any contract discount and omitting all sales taxes. All invoices shall include the contract number and the name of the contractor ordering the materials or supplies.

Regional Metropolitan Utility Authority will pay the invoice upon receipt in accordance with its terms and conditions, as money is due Contractor per referenced contract.

This letter of authorization expires.

Sincerely,

Eric Lee
Director of Water & Sewer

EXTENSION OF TIME REQUEST
(to be submitted with each partial payment application)

DATE: _____

CONTRACTOR: _____

ADDRESS: _____

DESCRIPTION OF CONTRACT: _____

EXTENSION OF CONTRACT TIME REQUIRED: YES NO

TOTAL OF EXTENSION TIME REQUESTED: _____

IF YES, GIVE REASON: _____

SIGNATURE – CONTRACTOR

CONSULTING ENGINEER OR
DEPARTMENT OF PUBLIC WORKS STAFF RECOMMENDATION

APPROVED: _____ REJECTED: _____

REASON: _____

SIGNATURE _____

DATE _____

Action will be taken within 30 days from receipt of Request. A formal Change Order to the Regional Metropolitan Utility Authority will be required to consummate the Extension of Time Request.

CONTRACT FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS

TULSA, OKLAHOMA

THIS CONTRACT made and entered into this _____ day of _____, 2025, by and between Crossland Heavy Contractors, Inc, a Kansas Corporation hereinafter called the "CONTRACTOR", and the REGIONAL METROPOLITAN UTILITY AUTHORITY, Tulsa, Oklahoma, a Public Trust, herein called the "Authority".

WITNESSETH:

WHEREAS, the Authority has caused to be prepared the necessary Drawings, Specifications, and other Contract Documents for the public improvements herein described, and has invited bids for the construction thereof in accordance with the terms of the Contract, all of which is hereby designated as:

**HAIKEY CREEK OPERATION & MAINTENANCE
CAPITAL EQUIPMENT REPLACEMENTS
RMUA PROJECT NO. WPC25-2
BAMA PROJECT NO. 2354170**

WHEREAS, the Contractor, in response to the Advertisement, has submitted to the Authority, in the manner and at the time specified, a sealed bid in accordance with the terms of this Contract; and,

WHEREAS, the Authority, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the above named Contractor to be the lowest responsible bidder for the work and has duly awarded to the said Contractor therefore, for the sum or sums named in the Contractor's bid, a copy of the Bid Form being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements and covenants herein contained, the parties to this Contract have agreed and hereby agree, as follows:

ARTICLE I. That the contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good, substantial, and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the Contract as defined in the attached General Conditions, said documents forming the Contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct, and complete all work included in and covered by the Authority's

official award of this Contract to the said Contractor, such award being based on the acceptance by the Authority of the Contractor's bid, or part thereof, as follows:

**HAIKEY CREEK OPERATION & MAINTENANCE
CAPITAL EQUIPMENT REPLACEMENTS
RMUA PROJECT NO. WPC25-2
BAMA PROJECT NO. 2354170**

ARTICLE IIA. That the Authority shall pay to the Contractor for performance of the work embraced in this Contract, and the Contractor will accept as full compensation therefor, the sum (subject to adjustment as provided by the Contract) of

Four Hundred Eighty-Six Thousand and 00/100 Dollars (\$ 486,000.00) for all work covered by and included in the Contract award and designated in the foregoing Article I; Said total sum includes the following sums: **Four Hundred Eighty-Six Thousand and 00/100 Dollars (\$486,000.00) for the Base Bid.** Payments therefore to be made in cash or its equivalent, in the manner provided in the General Conditions.

ARTICLE IIB. All materials and supplies to be purchased under the terms of this contract shall be ordered by the Contractor from the vendor or supplier who shall be directed to invoice the Regional metropolitan utility authority direct. The invoice shall reflect any contractor discount and no sales tax shall be added. The invoice will be paid direct by the Regional metropolitan utility authority in accordance with the terms and conditions of the invoice (Oklahoma Tax Commission Rules Part 27 Trust Authority 710:65-13-140). The monies paid direct by Regional metropolitan utility authority to the vendor or supplier shall be deducted from the total contract price. The Contractor shall accept delivery and be responsible for and shall warrant and hold the Authority harmless for the safety and security of all of the materials and supplies furnished for the project under this contract.

ARTICLE III. That the Contractor shall start work within ten (10) days following the date stipulated in a written order from the Authority to proceed with the work to be performed hereunder, and shall complete the work within the number of consecutive calendar days after the authorized starting date, as stipulated below:

All Work Completed: 365 calendar days

ARTICLE IV. The sworn, notarized statement below shall be signed and notarized before this Contract will become effective.

ARTICLE V. Prior to submitting a final payment request, the Contractor shall furnish a lien waiver certifying that all subcontractors and suppliers have been paid.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Chairman of the Regional Metropolitan Utility Authority.

(Seal)

Crossland Heavy Contractors, Inc.
CONTRACTOR

ATTEST:

By:

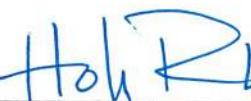


Vice President

Title

3/19/25

Date



Corporate Secretary

(SEAL)
APPROVED

REGIONAL METROPOLITAN
UTILITY AUTHORITY

Secretary

Chairman

Date

APPROVED AS TO FORM:

Attorney for Regional Metropolitan
Utility Authority

RECOMMENDED:



Water and Sewer Director

RECOMMENDED:

Broken Arrow Municipal Authority, Chairman

City of Broken Arrow, City Manager

ATTEST:

Broken Arrow Municipal Authority, Secretary

(SEAL)

APPROVED AS TO FORM:

Assistant City Attorney

AFFIDAVIT

STATE OF Oklahoma)
COUNTY OF Tulsa)
ss

Chris Walters, of lawful age, being first duly sworn, on oath that (s)he is the agent authorized by the Contractor to submit the above Contract to the Regional Metropolitan Utility Authority, Tulsa, Oklahoma. Affiant further states that the Contractor has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the Regional metropolitan utility authority, Tulsa, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the contract.

Chris Walters
Signature

Chris Walters

SUBSCRIBED AND SWORN to before me this 19th day of March 2025.

Delissa McIntyre
NOTARY PUBLIC

My Commission Expires:

June 21, 2027.



09/11/09

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, Crossland Heavy Contractors, Inc., (hereinafter called the "Contractor"), duly authorized by law to do business as a construction contractor in the State of Oklahoma, and Fidelity and Deposit Company of Maryland (hereinafter called the "Surety"), a corporation organized under the laws of the State of IL, and authorized to transact business in the State of Oklahoma, as Surety, are hereby held and firmly bound unto the Regional Metropolitan Utility Authority, Tulsa, Oklahoma (hereinafter called the "Authority"), in the penal sum of Four Hundred Eighty Six Thousand Dollars and 00/100 (full amount of the Contract), (\$ 486,000.00) lawful money of the United States, for the payment of which, well and truly to be made unto the said Authority, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, as follows:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, WHEREAS, the Contractor has on the _____ day of _____, 20_____, entered into a written contract with the Regional Metropolitan Utility Authority, Tulsa, Oklahoma, for furnishing all materials, labor, tools, equipment, and transportation necessary for:

**HAIKEY CREEK OPERATION & MAINTENANCE
CAPITAL EQUIPMENT REPLACEMENTS
RMUA PROJECT NO. WPC25-2
BAMA PROJECT NO. 2354170**

NOW, THEREFORE, if said Contractor shall well and truly perform and complete said project in accordance with said Contract, Advertisement for Bids, General Conditions, Instructions to Bidders, Bid Form, Plans and Specifications, and related documents, shall comply with all the requirements of the laws of the State of Oklahoma; shall pay as they become due all just claims for work or labor performed and materials furnished in connection with said contract, and shall defend, indemnify and save harmless said Authority against any and all liens, encumbrances, damages, claims, demands, expenses, costs and charges of every kind, including patent infringement claims except as otherwise provided in said specifications and other contract documents, arising out of or in relation to the performance of said work and the provisions of said Contract, then these presents shall be void; otherwise, they shall remain in full force and effect.

This obligation is made for the use of said Authority and also for the use and benefit of all persons who may perform work or labor, or furnish any material in the execution of said Contract, and may be sued on thereby in the name of the Authority.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying same, shall in

09/11/09

any way affect its obligation on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition of the terms of the Contract, or to the work or to the specifications.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Crossland Heavy Contractors, Inc.
14149 East Admiral Place, Tulsa OK 74116

CONTRACTOR(Principal)

BY:



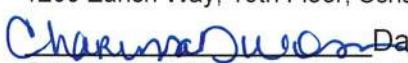
Date: 3/19/25

Title: Vice President, Chris Watters
Fidelity and Deposit Company of Maryland
1299 Zurich Way, 10th Floor, Schaumburg, IL 60196-1056


ATTEST: (S E A L)

Date: 3/19/25

Title: Corp. Sec.
Assist.


Date: 3/19/25

Attorney-In-Fact Charissa D. Wilson **


Date: 3/19/25

Joshua Eichem, Witness

Surety (S E A L)

** This date shall match the date of the notarized certificate on the Power of Attorney

(Accompany this Bond with Power-Of-Attorney)

APPROVED AS TO FORM:

Attorney for the Regional Metropolitan
Utility Authority

Date: _____

APPROVED AS TO FORM:


Asst. City Attorney

Date: 5.1.25

City Clerk

Date: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and **appoint** S. Mark WILKERSON, Morgan WILKERSON-LIU, Morgan DEWEY, Monica F. DONATELLI, Debra L. WALZ, Charissa D.

WILSON, Elizabeth DRONE, Neha S. RAI, Joshua EICHEM, Cassidy D. PALIC of Overland Park, Kansas, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 08th day of October, A.D. 2024.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Thomas O. McClellan
Vice President



By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 08th day of October, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

**GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025**



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 19th day of March, 2025.



M.J. Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

STATUTORY BOND

WHEREAS, the undersigned Crossland Heavy Contractors, Inc. has entered into a certain contract dated the _____ day of _____, 20____,

designated as **PROJECT NO. WPC25-2, BAMA PROJECT NO. 2354170**, for the construction of certain public improvements consisting of **HAIKEY CREEK OPERATION & MAINTENANCE CAPITAL EQUIPMENT REPLACEMENTS** to be situated and constructed on and through the property described in said Contract, including all of the work mentioned and described in said Contract, and to be performed by the undersigned strictly and punctually in accordance with the terms, conditions, drawings and specifications thereof, on file in the office of the Regional Metropolitan Utility Authority.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That
_____Crossland Heavy Contractors, Inc., as Principal, and
_____Fidelity and Deposit Company of Maryland, a Corporation
organized under the laws of the State of IL, and authorized to
transact business in the State of Oklahoma, as Surety, are held and firmly bound
unto the State of Oklahoma in the penal sum of Four Hundred Eighty Six
Thousand Dollars and 00/100 (Full Amount of Contract) (\$ 486,000.00),
lawful money of the United States, for the payment of which sum well and truly to
be made, we bind ourselves, our successors, and assigns, jointly and severally
firmly by these presents.

NOW, THEREFORE, if the said Principal shall fail or neglect to pay all indebtedness incurred by Principal or sub-contractors of said principal who perform work in the performance of such contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said contract within thirty (30) days after the same becomes due and payable, the person, firm or corporation entitled thereto may sue and recover on this bond the amount so due and unpaid.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the specifications.

11/05/12

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

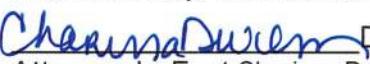
Crossland Heavy Contractors, Inc.

14149 East Admiral Place, Tulsa OK 74116

CONTRACTOR(Principal)

BY:

ATTEST: (S E A L)

 Date: 3/19/25  Date: 3/19/25
Title: Vice President, Chris Walters Title: Corp. Sec.
Fidelity and Deposit Company of Maryland Assist.
1299 Zurich Way, 10th Floor, Schaumburg, IL 60196-1056
 Date: 3/19/25  Date: 3/19/25
Attorney-In-Fact Charissa D. Wilson ** Joshua Eichem, Witness Surety (S E A L)

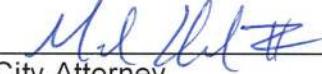
** This date shall match the date of the notarized certificate on the Power of Attorney

(Accompany this Bond with Power-Of-Attorney)

APPROVED AS TO FORM:

Attorney for the Regional Metropolitan
Utility Authority Date: _____

APPROVED AS TO FORM:

 Date: 5-1-25
Asst. City Attorney

City Clerk Date: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

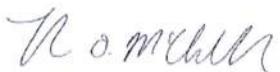
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and **appoint** S. Mark WILKERSON, Morgan WILKERSON-LIU, Morgan DEWEY, Monica F. DONATELLI, Debra L. WALZ, Charissa D. WILSON, Elizabeth DRONE, Neha S. RAI, Joshua EICHEM, Cassidy D. PALIC of Overland Park, Kansas, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 08th day of October, A.D. 2024.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Thomas O. McClellan
Vice President



By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 08th day of October, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 19th day of March, 2025.



M.J. Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

11/05/12

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That Crossland Heavy Contractors, Inc., as Principal, and Company of Maryland,
 a corporation organized under the laws of the State of IL and authorized
 to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto
 the Regional Metropolitan Utility Authority in the Penal Sum
 of Four Hundred Eighty Six Thousand Dollars and 00/100
 (full amount of Contract) (\$ 486,000.00) in lawful money of the United States of
 America for the payment of which, well and truly to be made, we bind ourselves and each
 of us, our heirs executors, administrators, trustees, successors, and assigns, jointly and
 severally, firmly by these presents.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with the Regional Metropolitan
 Utility Authority dated _____, 20____, for

**HAIKEY CREEK OPERATION & MAINTENANCE
 CAPITAL EQUIPMENT REPLACEMENTS
 RMUA PROJECT NO. WPC25-2
 BAMA PROJECT NO. 2354170**

all in compliance with the drawings and specifications therefore, made a part of said
 Contract and on file in the office of the Authority, Tulsa, Oklahoma.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the Regional
 Metropolitan Utility Authority, all damage, loss, and expense which may result by reason of
 defective materials and/or workmanship in connection with said work, occurring within a
 period of one (1) year for all projects, from and after acceptance of said project by the
 Regional Metropolitan Utility Authority and if Principal shall pay or cause to be paid all
 labor and materials, including the prime contractor and all subcontractors; and if principal
 shall save and hold the Regional metropolitan utility authority harmless from all damages,
 loss, and expense occasioned by or resulting from any failure whatsoever of said
 Principal, then this obligation shall be null and void, otherwise to be and remain in full
 force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or
 alterations in said Contract and no deviations from the plan or mode of procedure herein
 fixed shall have the effect of releasing the sureties, or any of them, from the obligation of
 this Bond.

MB-1

RMUA

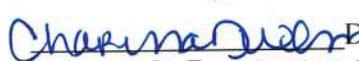
11/05/12

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Crossland Heavy Contractors, Inc.
14149 East Admiral Place, Tulsa OK 74116
CONTRACTOR(Principal)

BY:


Date: 3/19/25
Title: Vice President, Chris Walters
Fidelity and Deposit Company of Maryland
1299 Zurich Way, 10th Floor, Schaumburg, IL 60196-1056


Date: 3/19/25
Attorney-In-Fact Charissa D. Wilson **

ATTEST: (S E A L)


Date: 3/19/25
Title: Corp. Sec.
Asst.


Date: 3/19/25
Joshua Eichem, Witness

Surety (S E A L)

** This date shall match the date of the notarized certificate on the Power of Attorney

(Accompany this Bond with Power-Of-Attorney)

APPROVED AS TO FORM:

Attorney for the Regional Metropolitan
Utility Authority

Date: _____

APPROVED AS TO FORM:


Date: 5-1-25
Asst. City Attorney

City Clerk

Date: _____

MB-2

RMUA

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint S. **Mark WILKERSON, Morgan WILKERSON-LIU, Morgan DEWEY, Monica F. DONATELLI, Debra L. WALZ, Charissa D. WILSON, Elizabeth DRONE, Neha S. RAI, Joshua EICHEM, Cassidy D. PALIC** of Overland Park, Kansas, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 08th day of October, A.D. 2024.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Thomas O. McClellan*
Vice President



By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 08th day of October, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

**GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025**



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate: and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 19th day of March, 2025.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER IMA, Inc. - Kansas City 11350 Switzer Rd Suite 200 Overland Park KS 66210	CONTACT NAME: IMA Certificate Team	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: robin.harris@imacorp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Crossland Heavy Contractors, Inc. PO Box 350 833 S. East Avenue Columbus KS 66725	INSURER A : Starr Indemnity & Liability Company	38318
	INSURER B : Hartford Fire Insurance Company	19682
	INSURER C : Twin City Fire Insurance Company	29459
	INSURER D : Hartford Insurance Company of the Southeast	38261
	INSURER E : Arch Insurance Company	11150
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 2079543880

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE		ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
B	COMMERCIAL GENERAL LIABILITY			37CSEQU4351	4/30/2025	4/30/2026	EACH OCCURRENCE		\$ 5,000,000			
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)		\$ 2,000,000			
							MED EXP (Any one person)		\$ 15,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY		\$ 5,000,000			
	POLICY <input checked="" type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE		\$ 10,000,000			
	OTHER:						PRODUCTS - COMP/OP AGG		\$ 10,000,000			
									\$			
									\$			
									\$			
									\$			
B	AUTOMOBILE LIABILITY			37UENQU4352	4/30/2025	4/30/2026	COMBINED SINGLE LIMIT (Ea accident)		\$ 5,000,000			
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)		\$			
	OWNED AUTOS ONLY						BODILY INJURY (Per accident)		\$			
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)		\$			
									\$			
									\$			
C	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	37XSAE2817	4/30/2025	4/30/2026	EACH OCCURRENCE		\$ 10,000,000			
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE		\$ 10,000,000			
	DED <input checked="" type="checkbox"/> RETENTION \$ 0								\$			
									\$			
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			37WNQU4360	4/30/2025	4/30/2026	<input checked="" type="checkbox"/> PER STATUTE	OTH- ER				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT		\$ 2,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE		\$ 2,000,000			
							E.L. DISEASE - POLICY LIMIT		\$ 2,000,000			
									\$			
									\$			
A E	2nd Layer Excess Liability 3rd Layer Excess Liability			1000588349251 UXP30009003	4/30/2025 4/30/2025	4/30/2026 4/30/2026	Ea Occur \$15,000,000 Ea Occur \$15,000,000		Agg \$15,000,000 Agg \$15,000,000			

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

The State of Oklahoma is included in the above mentioned Workers Compensation policy, subject to the policy terms and conditions.

RE: Haikey Creek Operation and Maintenance WPC25-2.

CERTIFICATE HOLDER

CANCELLATION

Regional Metropolitan Utility Authority
175 E. 2nd St.
Tulsa OK 74103
USA

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

AUTHORIZED REPRESENTATIVE

Brando Vincent



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/30/2025

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

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

PRODUCER IMA, Inc. - Kansas City 11350 Switzer Rd Suite 200 Overland Park KS 66210	CONTACT NAME: IMA Certificate Team	
	PHONE (A/C, No. Ext):	FAX (A/C, No.):
	E-MAIL ADDRESS: robin.harris@imacorp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Fire Insurance Company	19682
INSURED Regional Metropolitan Utility Authority 175 E. 2nd Street Tulsa, OK 74103	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1743107714

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD/WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY		37UEAAE6853	4/30/2025	4/30/2026	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 0	
	<input checked="" type="checkbox"/> Owner/Contractor					MED EXP (Any one person)	\$ 0	
	Protective Liab.					PERSONAL & ADV INJURY	\$ 0	
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$ 0	
	OTHER:						\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED AUTOS ONLY					<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$
Hired AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)	\$					
UMBRELLA LIAB	<input type="checkbox"/> OCCUR	EACH OCCURRENCE	\$					
EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	AGGREGATE	\$					
DED	RETENTION \$		\$					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	N / A	PER STATUTE	OTH-ER				
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?			E.L. EACH ACCIDENT	\$				
(Mandatory in NH)			E.L. DISEASE - EA EMPLOYEE	\$				
If yes, describe under DESCRIPTION OF OPERATIONS below			E.L. DISEASE - POLICY LIMIT	\$				

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

Designated Contractor : Crossland Heavy Contractors, Inc.
RE: Hailey Creek Operation and Maintenance WPC25-2.

CERTIFICATE HOLDER

CANCELLATION

Regional Metropolitan Utility Authority 175 E 2nd St Tulsa OK 74103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AFFIDAVIT OF CLAIMANT

STATE OF Oklahoma

COUNTY OF Tulsa

The undersigned, of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the work, services or materials will be completed or supplied in accordance with the contract, plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly of money or any other thing of value to any elected official, officer or employee of the City of Tulsa or any public trust of which the City is a beneficiary to obtain or procure the contract or purchase order.

By: Chris Walters
Signature

Name: Chris Walters

Company: Crossland Heavy Contractors, Inc.

Title: Vice President

Subscribed and sworn to before me this 19th day of March, 2025.

DeLissa McIntyre
Notary Public

My Commission Expires: June 27, 2027

Notary Commission Number: 19006485



CORPORATION CERTIFICATE OF INCUMBENCY**Certificate of Secretary**

The undersigned Secretary of Crossland Heavy Contractors, Inc. ("Company") hereby certifies:

That at the monthly meeting of the Board of Directors of Crossland Heavy Contractors, Inc., held on the 27th day of October 2023, the Board of Directors did, by unanimous decision, authorize Mark Sell, Chris Walters, Justin Lillie, Dan Thompson, Erick Lowe or Ivan Crossland Jr. to sign on behalf of said Corporation all documents and papers pertaining to the business of said Corporation.

All Documents signed by Mark Sell, Chris Walters, Justin Lillie, Dan Thompson, Erick Lowe or Ivan Crossland Jr. on behalf of Crossland Heavy Contractors, Inc. shall be legally binding on Crossland Heavy Contractors, Inc. and their successors and assigns.

IN WITNESS WHEREOF, I have executed this certificate this 19th day of March 2025:



Holly Rhodes
Secretary

GENERAL CONDITIONS OF CONTRACT

GC-1. SCOPE:

The Contract stipulations which follow are general in scope and may refer to conditions which will not be encountered in the performance of the work included in this Contract, and which are not applicable thereto. Any requirements, provisions, or other stipulations of these General Conditions which pertain to a nonexistent condition, and are not applicable to the work to be performed hereunder, shall have no meaning in the Contract.

The specifications and drawings are intended to supplement, but not necessarily duplicate each other. Together they constitute one (1) complete set of specifications and drawings, so that any work exhibited in the one and not in the other shall be executed just as if it had been set forth in both, in order that the work shall be completed according to the complete design or designs as decided and determined by the Engineer.

Should anything be omitted from the specifications and drawings which is necessary to a clear understanding of the work, or should it appear various instructions are in conflict, then the Contractor shall request written clarification from the Engineer before proceeding with the construction affected by such omissions or discrepancies.

GC-2. CONTRACT DOCUMENTS:

It is understood and agreed that the Notice to Bidders, Instructions to Bidders, Proposal, Contract, Statutory Bond, Performance Bond, Maintenance Bond, Power of Attorney, Certificates of Insurance, General Conditions, Specifications, Drawings, Addenda and duly authorized Change Orders, together with any and all supplementary drawings furnished by the Engineer as and when required to make clear and to define in greater detail the intent of the contract, drawings, and specifications, other drawings, specifications, and engineering data furnished by the Contractor (when accepted by the Engineer), and instructions furnished by manufacturers of equipment for the installation thereof, are each and all included in this Contract, and the work shall be done in full compliance and accord therewith.

GC-3. DEFINITIONS:

Any word, phrase, or other expression defined in this paragraph and used in these Contract Documents shall have the meaning herein given:

1. "Contract" or "Contract Documents" shall include all of the documents and drawings mentioned in Paragraph GC-2.
2. "Authority" shall mean the Regional Metropolitan Utility Authority, Tulsa County, Oklahoma, a Public Trust.

3. "Contractor" shall mean the entity named and designated in the Contract who has entered into this Contract to perform the work covered thereby, and its, his, or their duly authorized agents and other legal representatives.

4. "Engineer" shall mean the Superintendent of Water Plant or Sewer Plant, or the Architect or Engineers who have been designated, appointed, or employed by the Authority and Superintendent of Water Plant or Sewer Plant for this project, or their duly authorized agents; such agents acting within the scope of the particular duties entrusted to them in each case.

5. "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized by the Engineer, limited in each case to the particular duties entrusted to him or them.

6. "Surety" shall mean any entity that executes, as surety, the Contractor's performance bond, maintenance bond, and statutory bond securing the performance of this Contract.

7. "Drawings" shall mean and include all drawings prepared by the Authority as a basis for proposals; all drawings submitted by the successful bidder with his proposal and by the Contractor to the Authority, when and as accepted by the Engineer, and all drawings submitted by the Authority to the Contractor during the progress of the work as provided herein.

8. "Subcontractor" shall mean a person, firm or corporation to whom any portion of this work has been sublet by the Contractor.

9. "Work" shall mean the task to be performed, necessary for the fulfillment of this Contract.

10. "Unit Price" shall mean the cost per specified unit of measurement of work and/or material.

11. "Lump Sum" shall mean the price of an item of work including all things necessary to complete the item as shown on the drawings and specifications. Such an item is not measured in units but is defined by description.

GC-4. MODIFICATIONS AND ALTERATIONS:

In executing the Contract, the Contractor agrees that the Authority shall have the right to make such modifications, changes, and alterations as the Authority may see fit, in the extent or plan of the Work agreed to be done or any part thereof, or in the materials to be used therein, either before or after the beginning of construction thereof, without affecting the validity of the Contract or the liability of the Sureties upon the performance of this Contract or the Statutory Bond.

Where any modification, change, or alteration increases the quantity of Work to be performed, and is within the scope of a fair interpretation thereof, such increase shall be paid for according to the quantity of work actually done, either at Unit Prices included in

the Contract, or in the absence of such unit, as extra Work. Modifications and alterations which reduce the quantity of Work to be done shall not constitute a claim for damages or for anticipated profits on Work involved in such reduction.

The Engineer shall determine, on an equitable basis, the amount of credit due the Authority for Work not performed as a result of modifications or alterations authorized hereunder; where the value of the omitted Work is not fixed by Unit Prices in the Contract; allowance to the Contractor for any actual loss incurred in connection with the purchase, delivery, and subsequent disposal of materials and equipment required for use on the Work as actually built; and any other adjustment of the Contract amount where the method to be used in making such adjustment is not clearly defined in the Contract Documents. In this respect, such determination shall be final and binding only when approved by the Superintendent of Water Plant or Sewer Plant.

GC-5. DRAWINGS TO BE FURNISHED BY CONTRACTOR:

The Contractor shall furnish all shop, fabrication, assembly, foundation, and other drawings required by the specifications; drawings of equipment and devices, offered by the Contractor for review by the Engineer shall be in sufficient detail to show adequately the construction and operation thereof; drawings of essential details of any change in design or construction proposed for consideration of the Engineer, by the Contractor in lieu of the design or arrangement required by the Contract or any item of extra work thereunder. The Contractor shall submit to the Engineer, the required number of each copy of such drawing for the Engineer's review. After review by the Engineer, all such drawings shall become a part of the Contract Documents and the work or equipment shown thereby shall be in conformity therewith unless otherwise required by the Authority.

The Engineer's check and acceptance of drawings submitted by the Contractor will be for, and will cover, only general conformity to the plans and specifications and will not constitute a blanket acceptance of all dimensions, quantities, and details of the material or equipment shown; nor shall such acceptance relieve the Contractor of his responsibility for errors contained in such drawings.

GC-6. CONTRACTOR'S BUSINESS ADDRESS:

The business address of the Contractor given in the bid or proposal upon which this Contract is founded is hereby designated as the place to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivery at the above named address, or depositing in any mailbox regularly maintained by the Post Office, of any notice, letter, or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor and the date of said service shall be the date of such delivery or mailing. Such address may be changed at any time by a written instrument, executed by the Contractor and delivered to the Engineer. Nothing contained herein shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.

GC-7. CONTRACTOR'S RISK AND RESPONSIBILITY:

The performance of the Contract and the Work is at the risk of the Contractor until the final acceptance thereof and payment therefor. The Contractor shall take all responsibility of the Work, and shall bear all losses resulting because of the amount or character of the Work, or because the nature of the land in or on which the Work is done is different from what is assumed or expected, or on account of the weather, floods, fire, windstorm, or other actions of the elements, or any cause or causes, whatsoever, for which the Authority is not responsible. If the Work or any part or parts thereof is destroyed or damaged from any of the aforesaid causes, the Contractor, at his own cost or expense, shall restore the same or remedy the damage.

The Contractor shall, in a good and workmanlike manner, perform all Work and furnish all supplies and materials, machinery, equipment, facilities, and means, except as otherwise expressly specified, necessary or proper to perform and complete all Work required by the Contract within the time herein specified, in accordance with the provisions of these Contract Documents and Drawings of the Work covered by this Contract, and any and all supplemental Drawings. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the Contract, and shall complete the entire Work to the satisfaction of the Engineer and of the Authority.

GC-8. ASSIGNMENT AND SUBLetting OF CONTRACT:

The Contractor shall give his personal attention to the fulfillment of this Contract, and shall not let, assign or transfer it or his right, title, or interest in any part thereof, by attorney or otherwise, or sublet any part of the Work to any other person without the prior consent of the Authority in writing.

Should any Subcontractor fail to perform his Work in a satisfactory manner, his subcontract shall be immediately terminated by the Contractor upon notice from the Authority. The Contractor shall be fully responsible to the Authority for the acts and omissions of his Subcontractor and of persons either directly or indirectly employed by his Subcontractor. Nothing contained in these Contract Documents shall create any contractual relation between any Subcontractor and the Authority.

GC-9. CONTRACTOR'S REPRESENTATIVES:

The Contractor shall designate a person on the Work to represent him when absent from the Work site.

GC-10. CONTRACTOR AND HIS EMPLOYEES:

The Contractor shall employ competent foremen, experienced mechanics, and others skilled in the several parts of the Work in this Contract and shall promptly discharge any and all incompetent or otherwise unsatisfactory employees. Contractor's employees directly employed to perform the Work shall not be paid less than the prevailing minimum wage scale.

Necessary sanitary conveniences for the use of employees on the job site, properly secluded from public observation, shall be provided and maintained by the Contractor.

The construction and location of the facility and disposal of the contents shall comply with all laws of the City and State, relating to health and sanitation regulations.

GC-11. CONTRACTOR'S RIGHT OF PROTEST:

If the Contractor considers any work demanded of him to be outside the requirements of the Contract, or considers any record or ruling of the Engineers to be unfair, he shall, immediately upon such Work being demanded or such record or ruling being made, ask for written instructions or decisions, whereupon he shall proceed without delay to perform the Work or to conform to the record or ruling, and within ten (10) days after the date of receipt of written instructions or decision, he shall file a written protest with the Engineer, stating clearly and in detail the basis of his objections. Except for such protests and objections made of record in the manner herein specified and within the time stated, the records, rulings, or decisions of the Engineer shall be final and conclusive.

GC-12. INSURANCE AND BONDS:

The Contractor (and any subcontractors) shall carry and keep in force during this Contract, policies of insurance issued by an insurer authorized to transact business in Oklahoma in minimum amounts as set forth below or as required by the laws of the State of Oklahoma. The Contractor shall also furnish an Owner's Protective Policy in the same amounts naming the Tulsa Metropolitan Utility Authority as the assured, issued by the same insurance company as the Contractor's liability coverage and indemnifying the Authority against any and all actions, claims, judgments or demands arising from injuries of any kind and character sustained by any person or persons because of work performed by the Contractor.

General Liability Insurance with a bodily injury and property damage combined single limit of not less than \$1,000,000.00 for each occurrence.

Employer's Liability and Workmen's Compensation in the amounts as required by law.

The Contractor shall provide proof of such coverage:

- (a) By providing Certificate(s) of Insurance prior to the execution of this contract; and
- (b) By submitting updated Certificate(s) of Insurance with each and every subsequent request for payment. The Certificate(s) should show that the policies are current and should be dated within 30 days of the payment request.

The Contractor shall not cause any required insurance policy to be cancelled or permit it to lapse. If the Contractor cancels, allows to lapse, fails to renew or in any way fails to keep any required insurance policy in effect, the Authority will suspend all progress and/or final payments for the project until the required insurance is obtained. Further, a Contractor who fails to keep required insurance policies in effect may be deemed by the

Authority to be in breach of contract, ineligible to bid on future projects, and/or ineligible to engage in any new contracts.

The Contractor shall execute and furnish a Statutory Bond for the protection of laborers, mechanics, and material men in a sum equal to one hundred percent (100%) of the contract price.

The Contractor shall execute and furnish a Performance Bond in a sum equal to one hundred percent (100%) of the contract price.

The Contractor shall execute and furnish a Maintenance Bond in a sum equal to one hundred percent (100%) of the contract price.

Prior to doing blasting, the Contractor shall furnish a Certificate of Insurance, which shall certify that any damage caused by blasting is within the coverage of the Contractor's liability insurance to the full limits thereof.

All bonds and insurance must be executed by a company licensed to do business in the State of Oklahoma, and must be acceptable to the Authority.

GC-13. TIME FOR COMPLETION:

For all projects that will impact the public, a public meeting is required before any work is started. The City of Tulsa requires a minimum of 25 days' notice to get the public meeting scheduled and invitations mailed out.

The Work shall commence within ten (10) days from and after the date of a written order from the Authority. The Contractor agrees that the Work shall be performed regularly, diligently, and uninterrupted at a uniform rate of progress so as to insure completion within the number of days after the day on which the work order is issued. If the Contractor fails to complete all Work within the time specified, then the Contractor agrees to pay the Authority, not as a penalty, but as liquidated damages for such breach of contract, the sum of **Two Thousand Five Hundred Dollars (\$2,500.00)** for each and every calendar day beyond the date on which the work was to be completed. The said amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Authority would sustain in such event. It is expressly understood and agreed that the said time for the completion of the Work described herein is a reasonable time for the completion of the same.

The Contractor shall commence work within twenty-four (24) hours of traffic control devices being established at the project location. If the Contractor fails to commence work within twenty-four (24) hours of traffic control devices being established at the project location, then the Contractor agrees to pay the Authority, not as a penalty, but as liquidated damages the sum of **One Thousand Dollars (\$1,000.00)** per lane for each day of failure to commence work after the specified time set forth. The amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damage the Authority would sustain in such event.

The Contractor will be required to provide a full-time, onsite English-speaking superintendent for this Work for direct contact with Authority and coordination of Subcontractors. A working foreman is not acceptable as a work superintendent. The superintendent shall be required to be present at the Work site whenever the Contractor or Subcontractors are performing Work. The superintendent shall be a representative of the Contractor with the authority to make decisions. If the Contractor fails to provide a non-working superintendent on a day when Work is being performed the Contractor agrees to pay the Authority, not as a penalty, but as liquidated damages for such breach of contract, the sum of **One Thousand Dollars (\$1,000.00)** for each and every calendar day it fails to provide a non-working superintendent at the Work site. This amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Authority would sustain in such event.

It is further agreed that time is of the essence as to each and every portion of this Contract and the specifications wherein a definite and certain time is fixed for the performance of any act whatsoever; and where under the Contract an allowance of additional time for completion of any Work is made, the new time fixed by such extension shall be of the essence of this Contract.

Failure to complete the Work within the specified time, as set forth in the Contract, may be grounds for disqualification for future consideration for contracts with the Authority.

Final acceptance of the Work is defined as the completion of the Work and the Contractor moving off the project site. No defined or additional Work is needed.

Contract Evaluation forms will be compiled by Authority staff upon completion of Work to provide a record of the Contractor's performance for use in subsequent projects.

GC-14. EXTENSIONS OF TIME:

Should the Contractor be delayed in the final completion of the Work by any act or neglect of the Authority or Engineer, or any employee of either, or strikes, injunctions, fire, or other causes outside of and beyond the control of the Contractor and which, in the opinion of the Engineer, could have been neither anticipated nor avoided, then an extension of time sufficient to compensate for the delay, as determined by the Engineer, shall be granted by the Authority, provided, however, that the Contractor shall give the Authority and the Engineer notice in writing of the cause of each delay on the "Extension of Time Request" form enclosed in these documents, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Work.

The Contractor shall submit the "Extension of Time Request" form with each partial payment application. Failure to submit the Extension of Time Request with a partial payment application shall constitute a complete waiver of any claim for time extension for the period covered by the partial payment.

Extensions of time will not be granted for delays caused by unsuitable ground

conditions, inadequate construction force, or the failure of the Contractor to place orders for equipment or materials a sufficient time in advance to ensure delivery when needed. Any extension of time granted by the Authority shall not release the Contractor and Surety herein from the payment of liquidated damages as provided in the General Conditions of this Contract, for a period of time not included in the original Contract or the time extension, as herein provided.

In no event shall the Authority be liable or responsible to the Contractor, Surety, or any person for or on account of any stoppage or delay of Work herein provided for by injunction or any other kind of legal, equitable proceedings, or from or by or on account of any delay from any other cause whatsoever.

GC-15. ENGINEER'S POWERS AND DUTIES:

The Engineer will provide general administration of the Contract, including performance of the functions hereinafter described.

The Engineer will be the Authority's representative during construction and until final payment. The Engineer will have authority to act on behalf of the Authority to the extent provided herein unless otherwise modified by written instrument, which will be shown to the Contractor. The Engineer will advise and consult with the Authority, and all of the Authority's instructions to the Contractor shall be issued through the Engineer. Nothing contained in the Contract documents shall create any contractual relationship between the Engineer and the Contractor.

The Engineer shall at all times have access to the Work as provided elsewhere herein. The Engineer will make periodic visits to the Work site to familiarize himself generally with the progress and quality of the Work and to determine in general whether the Work is proceeding in accordance with the Contract. On the basis of his on-site observations as Engineer, he will keep the Authority informed of the progress of the Work and will endeavor to guard the Authority against defects and deficiencies in the Work caused by the Contractor. The Engineer will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract. Based on such observations and the Contractor's applications for payment, the Engineer will determine the amounts owing to the Contractor and will issue certificates for payment in amounts as provided elsewhere herein.

The Engineer may provide one or more full-time project representatives to assist the Engineer in carrying out his responsibilities at the Work site. The duties, responsibilities and limitations of authority of the Engineer as the Authority's representative during construction as set forth herein will not be modified or extended without written consent of the Authority, the Contractor and the Engineer.

The Engineer will not be responsible for the acts or omissions of the Contractor, any Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

The Engineer shall decide the meaning and intent of any portion of the specifications, and of any plans or Drawings, where the same are found to be obscure or be in dispute; he shall have the right to correct any errors or omissions therein when such corrections are necessary to further the intent of said specifications, plans or Drawings; the action of such correction shall be effective from the date that the Engineer gives due notice thereof.

Any differences or conflicts which may arise between the Contractor and other contractors with the Authority in regard to their work shall be adjusted as determined by the Engineer.

Neither the Engineer's authority to act under this article or elsewhere in the Contract nor any decision made by the Engineer in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

Whenever in the Contract the terms "as ordered", "as directed", "as required", "as allowed", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used, to describe requirements, direction, review or judgement of the Engineer as to the Work, it is intended that such requirement, direction, review, or judgement will be solely to evaluate the Work for compliance with the Contract (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that the Engineer shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of this General Condition.

GC-16. AUTHORITY'S RIGHT OF INSPECTION:

The Authority shall appoint or employ such engineers or inspectors as the Authority may deem proper to inspect the materials furnished and the work performed, and to determine whether said materials are furnished and work is performed in accordance with the Drawings and specifications therefor. The Contractor shall furnish all reasonable aid and assistance required by the Engineer, or by the Inspectors, for the proper inspection and examination of the Work and all parts thereof, even to the extent of uncovering or taking out portions of finished Work. Should the Work thus exposed or examined prove satisfactory, the uncovering or removing and the replacing of the covering or the making good of the parts removed shall be paid for by the Authority; however, should the Work exposed or examined prove unsatisfactory, the uncovering, taking out, replacing, and making good shall be at the expense of the Contractor.

Such inspection shall not relieve the Contractor of any obligation to perform said Work strictly in accordance with the Drawings and specifications or any modifications thereto as herein provided, and the Work not so constructed shall be removed and made good by the Contractor at his own expense, and free of all expense to the Authority, whenever so ordered by the Engineer, without reference to any previous oversight or

error in inspection.

GC-17. SUSPENSION OF WORK ON NOTICE:

The Contractor shall delay or suspend the progress of the Work or any part thereof whenever he shall be so required by written order of the Authority or Engineer, and for such period of time as it or he shall require. Any such order of the Authority or Engineer shall not modify or invalidate in any way the provisions of this Contract.

GC-18. QUALITY OF WORKMANSHIP:

All workmanship shall be the best possible, both as to material and labor, that could be demanded by these Contract Documents, or if no specific description is given, it is understood that the best quality is required.

GC-19. SATURDAY, SUNDAY, HOLIDAY, AND NIGHT WORK:

No work shall be done between the hours of 6:00 p.m. and 8:00 a.m., nor on Saturday, Sunday, or legal holidays without the written approval or permission of the Engineer in each case, except such work as may be necessary for the proper care, maintenance, and protection of work already done, or of equipment, or in the case of an emergency. Allowable working times within secured facilities may be adjusted by Engineer as necessary to facilitate established operational shift schedules.

GC-20. LAWS AND ORDINANCES:

The Contractor shall keep himself fully informed of all existing and current regulations of the City, county, state and national laws which in any way limit or control the actions or operations of those engaged upon the Work, or affecting the materials supplied to or by them. The Contractor shall at all times observe and comply with all applicable ordinances, laws, and regulations, and shall protect and indemnify the Authority and the Authority's employee's officers and agents against any claims or liability arising from or based on any violations of the same.

The contractor certifies that it and all of its Subcontractors to be used in the performance of the Contract are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O. S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

The Contractor shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans with Disabilities Act (ADA). It is understood that the program of the Contractor is not a program or activity of the City of Tulsa. The Contractor agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Contractor. Under no circumstances will Contractor conduct any activity, which it deems to not be in compliance with the ADA.

GC-21. TAXES AND PERMITS:

Unless otherwise specified in these Contract Documents, the Contractor shall pay all sales, use, and other taxes that are lawfully assessed against the Authority or

Contractor in connection with the Work included in this Contract and shall obtain all licenses, permits, and inspections required for the Work. Contractor shall comply with all zoning ordinances of the City, as provided in the Tulsa Zoning Code, Title 42 Tulsa Revised Ordinances and conform with all zoning requirements established by the Tulsa Metropolitan Area Planning Commission and the Board of Adjustment. Contractor can call the Indian Nations Council of Governments (INCOG) at (918) 584-7526, to determine if any zoning requirements must be met.

GC-22. PROTECTION OF PROPERTY:

The protection of City, state, and government monuments, street signs, and other City property is of prime importance, and if the same be damaged, destroyed, or removed, they shall be repaired, replaced, or paid for by the Contractor.

Work occurring within secured facilities will require the Contractor to obtain City of Tulsa issued ID badges for all employees and subcontractors requiring facility gate access. The Contractor will be responsible for all coordination with City Security as necessary to process background checks and issue badges. The City of Tulsa has the right to deny access to any individual based on evaluation of background check.

GC-23. PATENT RIGHTS:

All fees for any patented invention, article, or arrangement that is based upon, or in any manner connected with the construction, erection, or maintenance of the Work or any part thereof embraced in the Contract and these specifications, shall be included in the price stipulated in the Contract for said Work. The Contractor shall protect and hold harmless the Tulsa Metropolitan Utility Authority, against any and all demands of such fees or claims.

GC-24. DEFENSE OF SUITS:

In case any action at law or suit in equity is brought against the Authority or any employee, officer or agent thereof, for or on account of the failure, omission or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things required by this Contract to be done or performed, or for injury or damage caused by negligence or willful act of the Contractor or his Subcontractors or his or their agents, or in connection with any claim or claims based on the lawful demands of Subcontractors, workmen, materialmen, or suppliers of machinery and parts thereof, equipment, power tools, and supplies incurred in the fulfillment of this Contract, the Contractor shall indemnify and save harmless the Authority and its employees, officers and agents, and the Engineer and any employees, officers and agents thereof, of and from all losses, damages, costs, expenses, judgements, or decrees whatsoever arising out of such action or suit that may be brought, without requiring said parties to give any notice thereof.

The Authority may suspend payments of any sum due or to become due for work done on this Contract until such claims, suits, actions, or proceedings are final and liability has been determined. The amount of such damages or liability shall be deducted from sums due or to become due on this Contract. The sums mentioned above will be retained by the Authority until the Contractor furnishes evidence that satisfactory

settlement has been made. Any action taken by the Authority shall not excuse the Contractor for failure to perform this Contract or bar the Authority from legal action to recover from the Contractor the amount of damages or liability suffered in excess of the amount retained.

The Contractor shall furnish the Authority with satisfactory evidence, upon demand, that all persons who have done work on the Contract or furnished materials for the Contract have been paid in full. If such evidence is not furnished, the amount necessary to pay the lawful claims may be retained until such evidence is furnished, or if such evidence is not furnished, the Authority may apply any sums retained to valid claims and charge the amounts disbursed, including the costs of any action that may be necessary to prove or disprove the claims against the Contractor.

GC-25. REMOVAL OF CONDEMNED MATERIALS AND STRUCTURES:

The Contractor shall remove from the site of the Work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the Work, and upon his failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the service of a written notice from the Engineer ordering such removal, the condemned material or structures may be removed by the Authority and the cost of such removal be taken out of the money that may be due or may become due the Contractor by virtue of this Contract. No such rejected or condemned material shall again be offered for use by the Contractor under this or any other Contract under this project.

GC-26. EXTRA WORK:

If a modification increases the amount of the Work, and the added Work or any part thereof is of a type and character which can properly and fairly be classified under one or more Unit Price items of the Bid Form, then the added Work or part thereof shall be paid for according to the amount actually done and at the applicable Unit Price. Otherwise, such work shall be paid for as hereafter provided.

Claims for extra work will not be paid unless the Work covered by such claims was authorized in writing by the Authority. The Contractor shall not have the right to take action in court to recover for extra work unless the claim is based upon a written order from the Authority. Payments for extra Work will be based on agreed lump sums or on agreed Unit Prices whenever the Authority and the Contractor agree upon such prices before the extra Work is started.

For the purpose of determining whether proposed extra work will be authorized, or for determining the payment method for extra work, the Contractor shall submit to the Engineer, upon request, a detailed cost estimate for proposed extra work. The estimate shall show itemized quantities and charges for all elements of direct cost.

The cost shall include only those extra costs for labor and materials expended in direct performance of the extra work and may include:

- (a) **Labor.** For all labor and foremen in direct charge of the specific operations, the

Contractor shall receive the rate of wage (or scale) agreed upon in writing before beginning work for each and every hour that said labor and foremen are actually engaged in such work. An amount equal to fifteen (15) percent of the sum of the above items will also be paid the Contractor.

- (b) **Bond, Insurance, and Tax.** For property damage, liability, and workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account work, the Contractor shall receive the actual cost, to which cost no percentage will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond, insurance, and tax.
- (c) **Materials.** For materials accepted by the Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the Work site, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth), to which cost ten (10) percent will be added.
- (d) **Equipment.** For any machinery or special equipment (other than small tools) including fuel, lubricants and transportation costs, the use of which has been authorized by the Engineer, the Contractor shall receive the rental rates agreed upon in writing before such work is begun for the actual time that such equipment is in operations on the Work, as provided in Subsection 109.04(b3), to which rental sum no percentage will be added.
- (e) **Miscellaneous.** No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

The form on which field cost records are kept, the construction methods and the type and quantity of equipment used shall be submitted to the Engineer for approval.

Construction equipment which the Contractor has on the Work site and which is of a type and size suitable for use in performing the extra Work shall be used. The hourly rental charges for equipment, including all insurance, taxes, fuel, and operating costs, shall not exceed twelve (12) percent of the latest applicable Associated Equipment Distributors published monthly rental rates and shall apply to only the actual time the equipment is used in performing the extra Work.

When extra Work requires the use of equipment, which the Contractor does not have on the work site, the Contractor shall obtain the approval of the Engineer before renting or otherwise acquiring additional equipment. The rental charges for the additional equipment shall not exceed the latest applicable Associated Equipment Distributors published rental rates.

The Contractor shall file with the Engineer, certified lists in duplicate, of any equipment and the schedule of pay rates for common and semi-skilled labor and operators of various classes which are intended to be used in performing the Work covered by this

Contract. These rates shall be subject to the review of the Engineer. This information will be used by the Engineer for computation of extra work as mentioned above, however, if the Contractor fails to file these lists with the Engineer prior to starting any Work covered by this Contract, then the Engineer's computation shall be based on average wages and rates paid on Authority work.

GC-27. PAYMENT FOR CONTRACTOR'S PLANT AND MISCELLANEOUS TEMPORARY WORK:

For providing plant, tools, and equipment, and for furnishing, erecting, maintaining, and removing scaffolding and construction plant, construction roads, camps, sanitary conveniences, temporary water supply, trestles, dewatering and other temporary works, the Contractor shall receive no direct payment, but compensation for them shall be considered as having been included in the prices stipulated for the appropriate items.

GC-28. BASIS OF PAYMENT FOR ITEMS OF WORK:

The Contractor shall be paid for all Work performed under the Contract based on the Engineer's computations of as-built quantities and the Contractor's Unit Price or Lump Sum bid per item. This payment shall be full compensation for furnishing all supplies, materials, tools, equipment, transportation, and labor required to do the Work; for all loss or damage, because of the nature of the work, the action of the elements or any unforeseen obstruction or difficulty which may be encountered in the performance of the Work, and for which payment is not specifically provided; for all expense incurred by or because of any suspension or discontinuance of all or any part of the Work; and for faithfully completing the Contract according to the Drawings and specifications and requirements of the Engineer.

GC-29. PAYMENTS:

(1) Partial: If the work is progressing in good and workmanlike manner and if the Contractor is faithfully carrying out the terms of this Contract, approximate estimates of the work done shall be made by the Engineers between the first and fifteenth of each calendar month, including labor actually performed and supplies or materials actually used or incorporated in the Work, and an allowance will be made for acceptable materials satisfactorily delivered, stored and secured on the site of the Work in such amount as can be incorporated in the Work within a reasonable time. The Authority shall have a lien as owner on any materials stored on the site of the Work.

Each partial estimate for payment shall contain or have attached an affidavit in the form found in this book of specifications, as required by law.

The Contractor shall submit with each partial pay estimate a complete list of vendors and suppliers with itemized purchases and invoices from each vendor. Each list shall contain the name of the Contractor or Subcontractor ordering the materials or supplies, and the specific use or placement of each of the materials purchased by the Tulsa Metropolitan Utility Authority for this project in accordance with Article IIB of the Contract. At the direction of the Contractor, the Tulsa Metropolitan Utility Authority will withhold retainage in the amount of 5% on materials and supplies to be purchased under the terms of this Contract. If fuels are purchased, they shall be limited to dyed

diesel fuel and/or kerosene for non-highway use. No unleaded gasoline will be permitted.

Each month that work is performed for which payment is due, the Contractor shall submit to the Engineer an application for such payment, provided said payment is not less than \$1,000.00, and, if required, receipts or other vouchers from Subcontractors showing his payments to them shall be submitted.

Each estimate shall be of the approximate value of all work performed and materials in place or delivered to the Work site, determined as aforesaid from the beginning of this contract to the date fixed for the current estimate, from which shall be deducted five percent (5%), or a lesser amount approved by the Authority, and, in addition thereto, all previous payments and all other sums withheld under the foregoing provisions of this Contract, the remainder to become due and payable; after the estimate has been reviewed and signed by the Engineer and the Authority, shall pay the estimate in the regular manner in the amount determined as due unless it shall be known by the Authority that there is good reason under the terms of this Contract for withholding same.

When the Contractor has completed Work constituting more than fifty percent (50%) of the total Contract amount, the retainage will continue at two and one-half percent (2.5%) for the balance of the remaining work; provided, however, that the City or its duly authorized representative has determined that satisfactory progress is being made and upon approval by the Surety.

The Contractor may withdraw any part or the whole of the amount which has been retained from partial payment to the Contractor pursuant to the terms of Contract, upon depositing with or delivery to the City:

- (1) United States Treasury Bonds, United States Treasury Notes, United States Treasury bills, or
- (2) General Obligation Bonds of the State of Oklahoma, or
- (3) Certificates of Deposit from a state or national bank having its principal office in the State of Oklahoma.

No retained amount shall be withdrawn which would represent an amount in excess of the market value of the securities at the time of deposit or of the par value of such securities, whichever is lower.

All partial estimates are subject to correction in the final estimate.

(2) Final Payment:

When this contract, in the opinion of the Engineer, shall be completely performed on the part of the Contractor, the Engineer shall proceed with all reasonable diligence to measure up the Work and shall make out the final estimate for the same, and shall, except for cause herein specified, give to the Contractor, within thirty (30) days after

receiving said certificate, an order on the Authority for the balance found to be due, excepting therefrom such sum or sums as may be lawfully retained under any of the provisions of the Contract; PROVIDED, that nothing herein contained shall be construed to affect the rights of the Authority hereby reserved to reject the whole or any portion of the aforesaid Work should the said estimate and certificate be found or known to be inconsistent with the terms of this Contract or otherwise improperly given; PROVIDED, that if after the work hereunder has been accepted and final payment made, it shall be discovered that any part of the Contract has not been fully performed or has been done in an improper or faulty manner, the Contractor shall immediately remedy such defect, or, in case of neglect to do so within a reasonable time after notice thereof, shall be liable for and shall pay to the Authority the cost of remedying such defect or a sum equal to the damages sustained thereby, as the Authority shall elect and the acceptance of and final payment for the Work shall be no bar to suit on any bond against any principal or principals, or Surety or Sureties, or both, given for the due performance of the Contract, or for the recovery of such cost or the equivalent of such damage.

The Authority will pay to the Contractor interest at the rate of three-fourths percent (3/4%) per month on the final payment due the Contractor. For lump sum contracts, the interest shall commence thirty (30) days after the Work under the Contract has been completed and accepted and all required material certifications and other documentation required by the Contract have been furnished the Authority by the Contractor, and shall run until the date when the final payment or estimate is tendered to the Contractor. For contracts bid by Unit Prices, the interest will commence sixty (60) days after the above conditions are satisfied. When contract quantities or the final payment amount is in dispute, the interest-bearing period will be suspended until the conclusion and settlement of the dispute.

GC-30. CONTRACTOR REIMBURSEMENT FOR SURETY BOND:

For contracts of \$1,000,000.00 or more, the Contractor may receive reimbursement for the cost of the surety bonds after issuance of a work order. To receive reimbursement, the Contractor shall submit a standard partial payment form and affidavit, and a copy of the surety bond invoice. The final partial pay estimate will be reduced by the amount paid for surety bond reimbursement.

GC-31. RELEASE OF LIABILITY AND ACCEPTANCE:

The acceptance by the Contractor of the final payment shall operate as, and shall be a release to the Authority and every employee, officers and agents thereof, from all claims and liability to the Contractor for anything done or furnished for or relating to the Work, or for any act or neglect of the Authority or of any person relating to or affecting the Work, and, following such acceptance, no person, firm, or corporation other than the signer of this Contract as Contractor, will have any interest hereunder, and no claim shall be made or be valid, and neither the Authority nor any employees or agent thereof shall be liable or be held to pay any money, except as herein provided.

It shall be the duty of the Engineer to determine when the Work is completed and the Contract fulfilled, and to recommend its acceptance by the Authority. The Work herein

specified to be performed shall not be considered finally accepted until all the Work has been accepted by the Authority.

GC-32. RIGHT OF AUTHORITY TO TERMINATE CONTRACT:

If the Work to be done under this Contract shall be abandoned by the Contractor, or if this Contract shall be assigned by him otherwise than as herein provided, or if the Contractor should be adjudged bankrupt, or if a general assignment of his assets be made for the benefit of his creditors, or if a receiver should be appointed for the Contractor or any of his property; or if at any time the Engineer shall certify in writing to the Authority that the performance of the Work under this Contract is being unnecessarily delayed, or that the Contractor is executing the same in bad faith or otherwise not in accordance with the terms of the Contract; or if the work be not substantially completed within the time named for its completion, or within the time to which such completion date may be extended; then the Authority may serve written notice upon the Contractor and his Surety of Authority's intention to terminate this Contract, and unless, within five (5) days after service of such notice upon the Contractor, a satisfactory arrangement is made for the continuance of the Contract, this Contract shall cease and terminate. In the event of such termination, the Authority shall immediately serve notice upon the Surety and Contractor, and the Surety shall have the right to take over and complete the Work, provided, however, that if the Surety does not commence performance thereof within fifteen (15) days from the date of said notice of termination, the Authority may take over the Work and perform same to completion, by Contract or otherwise, for the account and at the expense of the Contractor, and the Contractor, and his Surety, shall be liable to the Authority for any and all excess cost sustained by the Authority by reason of such performance and completion. In such event the Authority may take possession of and utilize in completing the Work, all such materials, equipment, tools, and plant as may be on the site of the Work and necessary therefor. The Contractor shall not receive any other payment under the Contract until said Work is wholly finished, at which time, if the unpaid balance of the amount to be paid under the Contract shall exceed the expense incurred by the Authority in finishing the Work as aforesaid, the amount of the excess shall be paid to the Contractor, but if such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the Authority.

GC-33. ADMINISTRATIVE COSTS AND FEES:

Cash Improvements - In the event the improvements are to be paid for in cash: the costs and fees for publication, engineering, filing, recording, abstracting, acquisition of easements, flushings, and pipe testing, shall be paid by the Authority unless otherwise provided for in these Contract Documents.

Assessment Improvements: In the event the improvements are to be paid for by the issuance of special assessment bonds, the costs and fees for publication, engineering, filing, recording, abstracting, acquisition of easements, flushing, pipe testing, and other authorized costs shall be added to the contract price and paid for in the same manner as the other Work included in this Contract. The Contractor shall pay the Authority the amount of said charges before the execution and delivery of the special assessment bonds or other payments. If the Contractor fails, neglects, or refuses to pay said

charges within thirty (30) days after the bonds are ready for delivery, he shall pay the Authority interest at the rate of seven percent (7%) per annum and shall be liable for same in a civil suit. The Contractor shall pay the pipe testing fees directly to the testing laboratory.

GC-34. PAYMENT OR ACCEPTANCE NOT A WAIVER BY AUTHORITY:

Neither acceptance by the Authority or the Engineer or any employee of either nor any order by Authority for the payment of money, or the payment thereof, nor any taking of possession by Authority, nor the granting of any extension of time, shall operate as a waiver of any rights or powers of the Authority hereunder, and in the event that after the Work hereunder has been accepted and final payment made, it should be discovered that any part of this Contract has not been fully performed, or has been done in a faulty or improper manner, the Contractor shall immediately remedy such defect, or in the event of neglect to do so within a reasonable time after notice thereof, shall be liable for and shall pay to Authority the cost of remedying such defect, or a sum equal to the damage caused thereby, as Authority may elect. The acceptance of the Work or final payment therefor shall be no bar to suit against the Contractor or Surety, or both.

GC-35. CONTRACTOR'S OBLIGATION AFTER ACCEPTANCE:

Contractor further agrees, without cost other than is specially provided for in this Contract, at any and all times during one (1) year next following the completion and final acceptance of the Work embraced in this Contract, without notice from Authority, to refill all trenches or ditches that may sink or settle; and to repair all breaks and failures that may occur in the construction work due to defective material or workmanship; and to indemnify, save harmless and defend the Authority from any and all suits and actions of every description brought against Authority for, or on account of injuries or damages alleged to have been received or sustained by any party or parties by reasons of, or arising out of the failure of Contractor to refill all trenches and ditches and to repair all breaks or failures of said construction work, which said injuries or damages are alleged to have been received or incurred within one (1) year from the final acceptance of the Work hereunder, and to pay any and all judgements that might be rendered against Authority in any suits and actions, together with such expenses or attorney's fees expended or incurred by Authority in the defense thereof, and Contractor hereby expressly waives any notice that might by law be required to be given to them by Authority of any defect, break, settling, or failure or of any other condition that might be the cause of injury or damage to any person on account of which a claim or suit might be made or filed against Authority, or a judgement taken for damages against Authority. It is expressly agreed that the acceptance of the Work by Authority shall constitute no bar against any person injured or damaged by the failure of the Contractor to perform all of his covenants and agreements hereunder from maintaining an action against the Contractor, or against Authority from enforcing its rights against the Contractor hereunder.

GC-36. NOTICES:

Any notices or other communications hereunder may be given to Contractor at the address listed in the Proposal, to the Surety at the office of the Attorney-in-Fact signing the bond or at Surety's home office address on file with the Insurance Commissioner of

the State of Oklahoma, and to Authority in care of the City of Tulsa's Director of Public Works, or at such other place as may be designated in writing. The delivery at such address, or depositing in any mailbox regularly maintained by the Post Office, of any notice, letter, or other communication to the Contractor, shall be deemed sufficient service thereof, and the date of said service shall be the date of such delivery or mailing.

GC-37. RELATION TO OTHER CONTRACTORS:

Nothing herein contained and nothing marked upon the Drawings shall be interpreted as giving the Contractor exclusive occupancy of the territory or right-of-way provided. The Authority and its employees, officers, and agents for any just purpose, and other contractors of the Authority for any purpose required by their respective contracts, may enter upon or cross this territory or occupy portions of it or take materials therefrom as directed or permitted. When two or more contracts are being executed at one time on the same or adjacent land in such manner that the work on one contract may interfere with the work on another, the Engineers shall decide which contractor shall cease work and which shall continue, or whether the work on both contracts shall progress at the same time and in what manner. When the territory of one contract is the necessary or convenient means of access for the transportation or movement of men, machines, or appliances for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the Engineers to the contractor desiring it, to the extent, amount, in the manner and at the time permitted. Any decision regarding the method or time of conducting the work or the use of the territory shall not be made the basis of claims for delay or damage except as otherwise stipulated. The Contractor shall not cause any unnecessary hindrance or delay to any other contractors on the premises, and shall bear all damages done to the work of such other contractors by him or by his employees.

GC-38. PARTIAL OCCUPANCY AND USE:

The Authority, upon advance written notification to the Contractor, shall have the right to occupy and use any completed or partially completed portions of the Work site when such occupancy and use are in the Authority's best interest, notwithstanding completion of the entire project.

Such partial occupancy and use shall be upon the following terms:

- a. The Engineer shall make an inspection of the portion or portions of the Work concerned, and report to the Authority his findings as to the acceptability and completeness of the Work. The Engineer's report shall include a list of items to be completed or corrected before final payment.
- b. The Authority, upon acceptance of the Engineer's report, shall give written notice to the Contractor of the Authority's intention to occupy and use said portions of the Work site. The Authority's notice shall include a copy of the Engineer's report, shall clearly identify the

portions of the Work site to be occupied and used, and shall establish the date of said occupancy and use.

- c. From the date thus established, the Authority shall assume all responsibilities for operation, maintenance, and the furnishing of water, gas, and electrical power for the portions of the Work site thus occupied and used. The Authority shall have the right to exclude the Contractor from those portions of the Work site but shall provide the Contractor reasonable access to complete or correct necessary items of Work.
- d. The one-year guarantee required by the General Conditions shall not begin until completion and final acceptance of the entire project. If, before final acceptance, the Contractor completes any mechanical or electrical equipment such as pumps, blowers, process equipment, instrumentation, controls, metering equipment, heating, and ventilation equipment and similar items having movable or operable components, the Contractor may then request partial acceptance of each completed equipment system. In response, the Engineer will perform a final inspection of each system and determine if all specifications are satisfied, including but not limited to start-up conditions, performance criteria, control systems, training, and final operation manuals (O & M's). Once found to be complete, ready for operation, and isolated from all remaining work, the Engineer will provide Contractor with written notice of partial acceptance and the start date for the one-year guarantee required by the General Conditions.
- e. Occupancy or use of any space in the Work site shall not constitute acceptance of Work not performed in accordance with the Contract, nor relieve the Contractor of liability to perform any Work required by the Contract but not completed at the time of said occupancy and use.
- f. The Contractor shall not be held responsible for normal wear and tear or damage resulting from said occupancy, except to the extent that such damage is covered by the one-year guarantee.
- g. The partial occupancy and use of any portions of the Work site by the Authority shall not constitute grounds for claims by the Contractor for release of any amounts retained from payments under the provisions of the Contract. The retained amounts will not be due until completion of the entire project for final acceptance and final payment, as set forth in the General Conditions.



City of Broken Arrow

Request for Action

File #: 25-736, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 05-20-2025

Title:

Approval of and authorization to purchase one (1) 2025 Ford Escape All Wheel Drive from Vance Country Ford pursuant of Oklahoma State Contract No. SW035 and approval of and authorization to execute Budget Transfer for Fiscal Year 2025

Background:

The Utilities Department requests approval to purchase a smaller SUV to be used by staff at the Water Treatment Plant. Although this vehicle was not originally budgeted, sufficient funds are available in Project 2554590 to cover the cost of the vehicle and its necessary accessories. Attached is the budget transfer form required to allocate funds for this purchase.

To ensure fiscal responsibility and compliance with procurement policies, the department intends to utilize Oklahoma Statewide Contract SW035 for this acquisition. Leveraging this contract secures competitive, pre-negotiated state pricing and streamlines the procurement process in accordance with state and municipal guidelines.

After reviewing available options under the contract, the Maintenance Services Division recommends the purchase of a Ford Escape. This model offers reliability and efficiency suitable for daily operational needs at the plant.

Vance Country Ford, an authorized vendor under State Contract SW035, is recommended for this purchase based on best value, availability, and compliance with state contract terms.

We respectfully request approval to proceed with the purchase through Vance Country Ford using the attached budget transfer and in alignment with Oklahoma Statewide Contract SW035.

Cost: \$29,500

Funding Source: 2205405-570020

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: Vance Country Ford Quote 000Q15817, Budget Transfer

Recommendation:

Approval of and authorization to purchase one (1) 2025 Ford Escape All Wheel Drive from Vance Country Ford pursuant of Oklahoma State Contract# SW035 and approval of and authorization to execute Budget Transfer for Fiscal Year 2025

VANCE COUNTRY FORD

FLEET & GOVERNMENT SALES
PO BOX 1600, GUTHRIE, OK 73044
405-282-3800
Ok Vendor #0000075466



QUOTE

DATE	11/25/2024
QUOTE NUMBER	000Q15817
EXPIRATION DATE	5/30/2025
SHIP VIA	Factory Order
TERMS	SW035 - STATE CONTRACT

SOLD TO:

City of Broken Arrow

Ryan Baze
PO Box 610
1700 W. Detroit St
Broken Arrow, OK 74012
918-251-5311

SHIP TO:

City of Broken Arrow
Ryan Baze
PO Box 610
1700 W. Detroit St
Broken Arrow, OK 74012
918-251-5311

Any Questions? Call 405-282-3800

Britt Woods

Britt@VanceFleet.Com

Qty	OPTION	Description	Unit Price	Ext. Price
1	U0G	2025 FORD ESCAPE ACTIVE FWD	\$25,988.00	\$25,988.00
1	200A	ACTIVE PACKAGE (REPLACES BASE PACKAGE)	\$0.00	\$0.00
1	99N	1.5L ECOBOOST TURBO GASOLINE DIRECT INJECT	\$0.00	\$0.00
1	448	8SPD AUTO TRANS	\$0.00	\$0.00
1	18C	POWER LIFTGATE	\$475.20	\$475.20
1	50C	ALL WEATHER FLOOR LINERS W/O CARPET MATS	\$153.60	\$153.60
1	59H	SUPPL HEATER	\$0.00	\$0.00
1	60S	REVERSE PARKING SENSORS	\$235.20	\$235.20
1	59H	SUPPLIMENTAL ELECTRIC QUICK HEAT	\$0.00	\$0.00
1	YZ	EXTERIOR : OXFORD WHITE	\$0.00	\$0.00
1	CB	INTERIOR : CLOTH FRONT BUCKET SEATS EBONY	\$0.00	\$0.00
SubTotal				\$26,852.00
<i>OPTIONS LISTED BELOW NOT INCLUDED IN PRICE.</i>				
AWD	ALL WHEEL DRIVE (Optional)		\$1,820.00	\$1,820.00

Accepted By: _____

Terms:

THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.

1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE

SUB-TOTAL	\$26,852.00
	\$0.00
TOTAL DUE	\$26,852.00

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1 of 1

CITY OF BROKEN ARROW
 INTRADEPARTMENTAL BUDGET TRANSFER FISCAL YEAR 2025
 UTILITIES

			FISCAL YEAR	2025
FROM	ACCOUNT 2205415-570150	DESCRIPTION CONSTRUCTION	PROJECT #	AMOUNT*
			2554490	\$ 36,000
		TOTAL		\$ 36,000
TO	2205405-570020	VEHICLES	2554830	\$ 36,000
		TOTAL		\$ 36,000

*PLEASE ROUND TO THE NEAREST DOLLAR

PURPOSE Project transfer to fund the new project for the Water Plant Small SUV

APPROVED BY _____
 DEPARTMENT DIRECTOR

APPROVED BY _____
 FINANCE

APPROVED BY _____
 CITY MANAGER (OR DESIGNEE)



City of Broken Arrow

Request for Action

File #: 25-676, Version: 1

Broken Arrow Municipal Authority
Meeting of: 05-20-2025

Title:

Approval of and authorization to execute Change Order No. 1 with Cook Consulting, LLC and Innovation District Lift Station (S24020)

Background:

The Innovation District lift station project is to construct a lift station and install a sewer main that connects the innovation district with the south side of the turn pike.

Change Order #1 addresses the following additions/deletions/changes to the contract:

- Provide Control Panel parts in lieu of City Supplied Change Pumps to Flygt. This was requested by the Utility Dept.
- There is no change in contract time.

The total cost for Change Order #1 amounts to \$17,826.97

The additional cost associated with these changes is as follows:

Previous Change Orders:	\$0.00
This Change Order(s):	\$17,826.97
Total Cost of Change Orders:	\$17,826.97
Original Contract Amount:	\$2,111,729.29
Revised Contract Amount:	\$2,129,556.26
Percent Change in Contract:	0.84%
Applicable to Comp. Bid Act:	0.84%

Cost: \$0

Funding Source: OWRB Loan

Requested By: Charlie Bright, PE, Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Cook Consulting Innovation District Change Order 1

Recommendation:

Approve and authorize execution of Change Order #1 with Cook Consulting LLC for the Innovation District Lift Station (S24020)

**Public Contract
Application for
Contractual Changes
Contract Change Order #**

Project Name: Innovation District Lift Station Force main

Project Number: S24020, PO#22500660

PO Number: _____

Date of Application: _____

Contractor: Cooks Consulting, LLC

Submitted By: Justin Cook, PE

Summary of Change in Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

- 1) Provide Control Panel Parts in lieu of City Supplied Change Pumps to Flygt
- 2)

Change in Contractual Project Time:

- 1)
- 2)

Plan Sheets or Additional Documents Attached: Yes No Other: _____

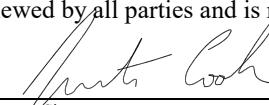
Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
25		Lift Station Control Panel Parts	LS	\$ 17,826.97	1	\$ 17,826.97
						\$ -
						\$ -
						Total Change Cost: \$ 17,826.97

Summary of Project Costs

Total Previous Change Orders:	\$ -	Original Contract Amount:	\$ 2,111,729.29
Current Change Order:	\$ 17,826.97	Amended Contract Amount:	\$ 2,129,556.26
Total Cost of Change Orders:	\$ 17,826.97	Percent Change in Contract:	0.84%
Total Cost Applicable to CBA:		Percent Change Applicable to CBA:	0.84%

Change Order Authorization

Change Order # <u>0</u> in the sum of: <u>\$ 17,826.97</u>	has been reviewed by all parties and is recommended for approval by:	
Contractor Submitting Change Order: <u>Justin Cook, PE</u>	 Name	4/23/2025 Date
Construction Division Manager: <u>Nathanael T. Kohl, PE</u>	 Name	4/24/2025 Date
Director of Engineering & Construction: <u>Charlie Bright, PE</u>	 Name	4/28/2025 Date
Assistant City Manager - Operations: <u>Kenneth D Schwab, PE</u>	 Name	4/29/2025 Date
City Manager: <u>Michael Spurgeon</u>	Signature	Date

This Change is Executed Through:

This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinance
or
 This change to the contract documents was approved at the City Council/BAMA meeting held on: _____

Council Agenda Number: _____

City Clerk: _____

COST BREAKDOWN FOR WORK CHANGE DIRECTIVE NO. Cook-1

OWNER: Broken Arrow Municipal Authority **Date:**
Project: Innovations Lift Station 10/31/24
Project Number S24020
Contractor: Cook's Consulting LLC
Description of Work: Provide Control Panel parts in lieu of City Supplied
 Change Pumps to Flygt

Materials:

Items	Units	Cost	Quantity	Amount
				\$0.00
				\$0.00
			Total	\$0.00

Labor:

Job Title	Rate/Hr.	Total Hrs.	Amount
			\$0.00
			\$0.00
			\$0.00
		Total	\$0.00

Equipment:

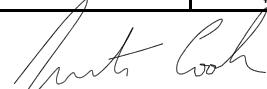
Type	Cost/Day	Total Days	Amount
			\$ -
		Total	\$0.00

Subcontractors

Subcontractor	Units	Cost	Quantity	Amount
KBC Construction	LS	\$ 16,133.00	1	\$ 16,133.00
				\$ -
		Total		\$ 16,133.00

Contractor Cost	\$16,133.00
Contractor Insurance Cost .05%	\$80.67
Contractor Profit 10%	\$1,613.30
Contractor Total	\$17,826.97

Total Lump Sum Cost for Work Described	\$17,826.97
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 Justin Cook

Contractor's Signature

Printed Name: Justin Cook

COST BREAKDOWN FOR WORK CHANGE DIRECTIVE NO. KBC-1

OWNER: Broken Arrow Municipal Authority **Date:**
Project: Innovations Lift Station 10/31/24
Project Number S24020
Contractor: KBC Construction, Inc.
Description of Work: Provide Control Panel parts in lie of City Supplied
Change Pumps to Flygt

Materials:

Items	Units	Cost	Quantity	Amount
Cogent	LS	\$14,000.00	1	\$14,000.00
			Total	\$14,000.00

Labor:

Equipment:

Type	Cost/Day	Total Days	Amount
		Total	\$0.00

Subcontractors

Subcontractor	Units	Cost	Quantity	Amount
			Total	\$ -

Contractor Cost	\$14,600.00
Contractor Insurance Cost .05%	\$73.00
Contractor Profit 10%	\$1,460.00
Contractor Total	\$16,133.00

Total Lump Sum Cost for Work Described	\$16,133.00
--	-------------

Stephen Chambers

Contractor's Signature

Printed Name: Stephen Chambers

ATTN: KBC Cosntruction
Project Name: Innovation District Lift Station
 Cogent Proposal No: OP-594918b

We are pleased to offer the following submersible pumping system components for your consideration.

- Wemco Chopper Pump (QTY 2 EA)
 - o Model 6x4 CFS3
 - o 40 HP / 480 V / 3 Phase
 - o 30' Submersible Cable
 - o Bronze Guide Shoe
 - o Cast Iron 90° Discharge Elbow
- Lifting System Accessories (2 Pumps)
 - o 120 FT - 3" SCH40 Guide Rail (316SS)
 - o 2 EA - Intermediate Guide Rail Bracket (316SS)
 - o 2 EA – Upper Guide Rail Bracket (316SS)
 - o 2 EA – Stainless Steel Cable Holder
 - o 70 FT - 3/8" Stainless Steel Lifting Chain
 - o 2 EA – Lifting Shackle Kit
- Control Panel
 - o NEMA 12 Rated Enclosure
 - o Triplex Pumping Capability
 - o Level Probe
 - o SCADA and integration
- Valves & Meter
 - o (2) 8" Plug Valve
 - o (2) 8" Swing Check Valve w/ Weighted Lever
 - o (1) 8" Flow Meter w/ converter

NOTES:

Estimated lead time is: 22-30 weeks after notice to proceed from documentation approval. See attached document schedule comments for proposed document schedule.

Price for above scope: \$158,000

Regards,

Joseph Henderson
jhenderson@cogentcompanies.com

Inside Sales Engineer

Cell: 918-301-1131

Change Order Options:

- Replace Wemco with Flygt Pumps (QTY 2 EA)
 - o Flygt Model FP 3171 HT 3~ 454
 - o 30 HP / 460 V / 3 Phase
 - o 50' Submersible Cable
 - o Cast Iron 90° Discharge Elbow
 - o Deduct \$2,000.00
- Control Panel
 - o Cogent providing Multismart with Nexicon controller components
 - o Add \$16,000.00

STANDARD TERMS AND CONDITIONS

Price does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Payment terms are net 30 days with approved credit. An interest charge of 1-1/2% per month will be added to balances over 30 days. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.



City of Broken Arrow

Request for Action

File #: 25-695, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 05/20/2025

Title:

Ratification of the Claims List Check Register Dated May 12, 2025

Background:

Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from April 29, 2025 through May 12, 2025 Checks, V-Cards (single use electronic credit cards) or ACH (direct payments to the vendors bank by the federal reserve automated clearing house) were processed for a total of \$7,814,737.17 for the various funds.

Governmental Funds	\$3,739,787.32
BAMA	\$4,067,129.85
BAEDA	<u>\$ 7,820.00</u>
Total	\$7,814,737.17

A summary by funds and detail are attached.

Cost: \$4,067,129.85

Funding Source: BAMA Operational and Capital accounts

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated May 12, 2025

Recommendation: ..recommend

Ratify Claims List Check Register dated 05/12/2025

City of Broken Arrow
Check Register by Fund
**Fund**

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
FUND					DESCRIPTION	AMOUNT			INVOICE COUNT
110		GENERAL				181,397.18			517
220		BA MUNICIPAL AUTHORITY				4,067,129.85			839
227		CVB-HOTEL MOTEL				13,692.19			13
330		SALES TAX CAPITAL IMPROVEMENT				2,083,712.28			18
331		POLICE ENHANCEMENTS				4,500.00			1
332		PARK & REC CAP IMPROV				2,640.00			2
342		STREET LIGHT FUND				168,246.01			9
343		STREET SALES TAX FUND				309,717.80			13
344		PS SALES TAX POLICE				172,364.98			255
345		PS SALES TAX FIRE				85,190.58			160
592		2014 BOND ISSUE				848.00			1
593		2018 BOND ISSUE				498,113.44			20
660		WORKERS COMPENSATIONS				22,039.30			6
661		GROUP HEALTH AND LIFE				174,938.77			2
882		AGENCY FUND DEPOSITS				4,296.50			12
887		ECONOMIC DEVELOP AUTHORTY				7,820.00			3
888		CREEK 51 TIF APPORTIONMENT				18,090.29			1
Total						7,814,737.17			1,872

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
05/01/2025	328294	4625 BLAKE DAMPF		PDR 05112025	PER DIEM REQUEST - MAY 11-14, 2025 2205120 550030			2025/11	170.20
						Total For Check # 328294			170.20
05/01/2025	328295	4305 BRANDY PARKS		MLG 04232025	MILEAGE REIMBURSEMENT - APRIL 23, 2205401 550030 2025			2025/11	282.66
						Total For Check # 328295			282.66
05/01/2025	328296	852 BRIAN GAYNOR		PDR 05112025	PER DIEM REQUEST - MAY 11-14, 2025 2205120 550030			2025/11	214.60
						Total For Check # 328296			214.60
05/01/2025	328303	2807 CURT POOLE		PDR 05112025	PER DIEM REQUEST - MAY 11-14, 2025 2201503 550030			2025/11	251.60
						Total For Check # 328303			251.60
05/01/2025	328305	4925 GRANT RISSLER		PDR 05112025	PER DIEM REQUEST - MAY 11-14, 2025 2205100 550030			2025/11	214.60
						Total For Check # 328305			214.60
05/01/2025	328309	5358 JAMES HOLT		PDR 05112025	PER DIEM REQUEST - MAY 11-14, 2025 2205120 550030			2025/11	214.60
						Total For Check # 328309			214.60
05/01/2025	328315	4813 KURT STRETCH		PDR 05112025	PER DIEM REQUEST - MAY 11-14, 2025 2205100 550030			2025/11	214.60
						Total For Check # 328315			214.60
05/01/2025	328317	4315 LOU ANN FISHER		MLG 04232025	MILEAGE REIMBURSEMENT - APRIL 23, 2205405 550030 2025			2025/11	292.89
						Total For Check # 328317			292.89
05/01/2025	328318	4879 MATT DURAN		PDR 05112025	PER DIEM REQUEST - MAY 11-14, 2025 2205305 550030			2025/11	214.60
						Total For Check # 328318			214.60
05/01/2025	328333	3165 TRAVIS SCHEMONIA		PDR 05112025	PER DIEM REQUEST - MAY 11-14, 2025 2205400 550030			2025/11	251.60
						Total For Check # 328333			251.60
05/01/2025	328336	5216 918 WRECKER SERVICE INC.	25-273822		25-273822 APRIL 17, 2025	2205415 540200		2025/11	60.00
			25-274245		25-274245 APRIL 20, 2025	2205305 540200		2025/11	60.00

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				25-273844	25-273844 APRIL 18, 2025	2205010 540200		2025/11	160.00
						Total For Check # 328336			280.00
05/01/2025	328337	416 ACCURATE ENVIRONMENTAL LLC	HD14031	HD14031	HD14031 APRIL 21, 2025	2205404 530870		2025/11	785.00
			HD14032	HD14032	HD14032 APRIL 21, 2025	2205404 530870		2025/11	785.00
			HD11012	LAB SERVICES PERMIT OK0040053	LAB SERVICES PERMIT OK0040053	2205410 530340		2025/11	980.00
			HC31038	WATER SAMPLE TESTING / PFAS	WATER SAMPLE TESTING / PFAS	2205404 530870		2025/11	650.00
			HC31039	WATER SAMPLE TESTING / PFAS	WATER SAMPLE TESTING / PFAS	2205404 530870		2025/11	650.00
			HC31040	WATER SAMPLE TESTING / PFAS	WATER SAMPLE TESTING / PFAS	2205404 530870		2025/11	650.00
			HC31042	WATER SAMPLE TESTING / PFAS	WATER SAMPLE TESTING / PFAS	2205404 530870		2025/11	650.00
			HC31030	WATER SAMPLE TESTING / PFAS	WATER SAMPLE TESTING / PFAS	2205404 530870		2025/11	2,110.00
			HC31033	WATER SAMPLE TESTING / PFAS	WATER SAMPLE TESTING / PFAS	2205404 530870		2025/11	650.00
			HC31034	WATER SAMPLE TESTING / PFAS	WATER SAMPLE TESTING / PFAS	2205404 530870		2025/11	650.00
			HC31035	WATER SAMPLE TESTING / PFAS	WATER SAMPLE TESTING / PFAS	2205404 530870		2025/11	1,300.00
			HC31036	WATER SAMPLE TESTING / PFAS	WATER SAMPLE TESTING / PFAS	2205404 530870		2025/11	650.00
			HC31037	WATER SAMPLE TESTING / PFAS	WATER SAMPLE TESTING / PFAS	2205404 530870		2025/11	650.00
						Total For Check # 328337			11,160.00
05/01/2025	328339	822 ADDCO ELECTRIC INC.	26554	REPAIR SWITCH GEAR		2205405 540280		2025/11	720.00
						Total For Check # 328339			720.00
05/01/2025	328340	149 AMERICAN ELECTRIC POWER/PSO	046-113-0-1 04162025	956-046-113-0-1 APRIL 16, 2025 1688 W DETROIT ST	1688 W DETROIT ST	2205406 550250		2025/11	255.10
			847-581-0-4 04162025	957-847-581-0-4 APRIL 16, 2025 8203 S ELM PL	8203 S ELM PL	2205406 550250		2025/11	23.08
			104-9670-6 04142025	FY25 ANNUAL AGREEMENT	FY25 ANNUAL AGREEMENT	2205406 550250		2025/11	23.46
			384-392-0-9 04172025	FY25 ANNUAL AGREEMENT	FY25 ANNUAL AGREEMENT	2205406 550250		2025/11	22.99
			554-689-0-9 04172025	FY25 ANNUAL AGREEMENT	FY25 ANNUAL AGREEMENT	2205406 550250		2025/11	23.08
			001-501-0-9 04172025	FY25 ANNUAL AGREEMENT	FY25 ANNUAL AGREEMENT	2205406 550250		2025/11	22.99

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				104-129-0-7 04172025	FY25 ANNUAL AGREEMENT	2205406 550250		2025/11	23.28
				873-526-0-6 04172025	FY25 ANNUAL AGREEMENT	2205406 550250		2025/11	23.28
				490-478-0-1 04142025	FY25 ANNUAL AGREEMENT	2205305 550250		2025/11	144.39
				818-689-2-1 04092025	958-818-689-2-1 APR 9, 2025 6739 S 112TH E	2205406 550250		2025/11	40.47
				607-667-1-7 04092025	957-607-667-1-7 APR 9, 2025 8003 E PRINCETON ST	2205415 550250		2025/11	76.05
				305-287-1-0 04092025	955-305-287-1-0 APR 9, 2025 6057 S 353RD E AVE	2205405 550250		2025/11	11,525.15
				851-307-0-7 04092025	959-851-307-0-7 APR 9, 2025 19951 E HIGHWAY 51	2205400 550250		2025/11	6.32
				144-898-0-2 04102025	959-144-898-0-2 APR 10, 2025 20421 1/2 E HIGHWAY	2205400 550250		2025/11	6.32
				910-761-0-2 04092025	957-910-761-0-2 APR 9, 2025 6922 1/2 S 234TH E AVE	2205400 550250		2025/11	22.60
						Total For Check # 328340			12,238.56
05/01/2025	328341	4935 AMAZON.COM SALES INC		17FW-KFNW-GP1F	OFFICE SUPPLIES RQTD CURT	2201503 560030		2025/11	489.78
				1XVC-9TFF-KKJJ	ITEM: Dry Erase Markers Bulk, Pack of 72 with 12	2201700 560030		2025/11	25.89
						Total For Check # 328341			515.67
05/01/2025	328343	5180 AMERICAN MEDICAL GAS RESOURCES		2986	BLANKET PO FOR MEDICAL AND INDUSTRIAL GAS	2205120 560210		2025/11	175.00
				2986	BLANKET PO FOR MEDICAL AND INDUSTRIAL GAS	2205130 560210		2025/11	175.00
						Total For Check # 328343			350.00
05/01/2025	328345	11 ANCHOR STONE CO		250939309	BACKUP BID BLANKET PO FOR AGGREGATE	2205400 560270		2025/11	297.16
				250939309	BACKUP BID BLANKET PO FOR AGGREGATE	2205400 570150	2254400	2025/11	1,009.23

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 328345			1,306.39
05/01/2025	328349	4846 APAC-CENTRAL, INC.		7002226672	BLANKET PO FOR AGGREGATE	2205305 560270		2025/11	1,661.50
						Total For Check # 328349			1,661.50
05/01/2025	328350	4591 LINKO TECHNOLOGY INC		111397	WIMS BASIC SUPPORT	2205405 540280		2025/11	8,562.11
						Total For Check # 328350			8,562.11
05/01/2025	328351	945 AYS LLC		290829	PORTABLE RESTROOM FOR JOBSITE	2205403 540280		2025/11	108.00
						Total For Check # 328351			108.00
05/01/2025	328352	885 ATWOOD DISTRIBUTING LP		3496	BLANKET PO SAFETY SHOES & MISC ITEMS	2205410 560230		2025/11	10.99
						Total For Check # 328352			10.99
05/01/2025	328355	4421 BEENE SERVICES LLC		15826	REPLACEMENT PLUMBING FOR LAV DISHWASHER	2205405 540290		2025/11	1,125.69
						Total For Check # 328355			1,125.69
05/01/2025	328357	1594 BIO-CHEM INDUSTRIES INC.		S1019OK	ODOR CONTROL FOR COUNTY LINE SEWER TRUCK LINE	2205415 540280		2025/11	28,632.76
				A5198OK	ODOR CONTROL FOR COUNTY LINE SEWER TRUCK LINE	2205415 540280		2025/11	3,626.64
						Total For Check # 328357			32,259.40
05/01/2025	328360	1030 BOKF N.A.		20250331-600814222	LOCKBOX FEE MARCH 600814222	2201503 550280		2025/11	2,143.93
						Total For Check # 328360			2,143.93
05/01/2025	328366	5288 CALEMA, LLC		121096	REPLACE LOUVERS AT HIGH SERVICE BLDG AT WTP	2205405 540070		2025/11	14,999.00
						Total For Check # 328366			14,999.00
05/01/2025	328370	37 CINTAS CORPORATION		5266475204	BLANKET PO FOR MEDICAL SUPPLIES	2205405 560230		2025/11	116.64
						Total For Check # 328370			116.64

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT					
05/01/2025	328371	295	CITY OF TULSA	442448	HC21020 RMUA	2205410 570160	HC21020	2025/11	78,897.01					
						Total For Check # 328371								78,897.01
05/01/2025	328372	1391	CLEAN THE UNIFORM CO OKLAHOMA	52130617	52130617 APRIL 18, 2025	2205405 540310		2025/11	57.49					
				52130617	52130617 APRIL 18, 2025	2205405 540330		2025/11	7.50					
				52129505	UNIFORMS AND OTHER RENTALS	2205405 540310		2025/11	57.49					
				52129505	UNIFORMS AND OTHER RENTALS	2205405 540330		2025/11	17.10					
				52130618	UNIFOM, SERVICE FLOOR MAT DUST MOPS SHOP RAGS	2205410 540310		2025/11	31.92					
				52130618	UNIFOM, SERVICE FLOOR MAT DUST MOPS SHOP RAGS	2205410 540330		2025/11	7.20					
				52130618	UNIFOM, SERVICE FLOOR MAT DUST MOPS SHOP RAGS	2205410 540310		2025/11	3.75					
						Total For Check # 328372								182.45
05/01/2025	328373	565	CMC STEEL FABRICATORS INC	02661F	Items for Matt Duran/Armando	2205305 560230		2025/11	659.50					
						Total For Check # 328373								659.50
05/01/2025	328374	5323	COLUMN SOFTWARE PBC	D20422D2-0025	RFP#25 153FLEET MANAGEMENT CONSULTING SERIVCES	2205130 550050		2025/11	56.67					
						Total For Check # 328374								56.67
05/01/2025	328375	1270	CORE & MAIN	CNV1000001528	pw stock order- megalug 6"	220 141000		2025/11	2,320.00					
				W281513	PW STOCK ORDER	220 141000		2025/11	636.60					
				CNV1000001686	PW STOCK ORDER	220 141000		2025/11	8,430.00					
				W835165	PW STOCK ORDER	220 141000		2025/11	192.53					
				CNV1000001858	TRYING NEW TYPE OF METER LOCKS - DERRIEL BYNUM	2205406 560230		2025/11	202.50					
				CNV1000001878	PW STOCK ORDER	220 141000		2025/11	900.00					

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				CNV1000001942	pw stock order	220 141000		2025/11	3,620.00
				CNV1000001918	PW STOCK ORDER- SEALANT CAUTION TAPE	220 141000		2025/11	428.35
				CNV1000001524	needed ASAP	2205400 560400		2025/11	230.00
						Total For Check # 328375			16,959.98
05/01/2025	328377	4862 CRAWFORD ELECTRIC SUPPLY CO. INC.		S012969106.001	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWA	2205410 570170	2554610	2025/11	6,358.26
						Total For Check # 328377			6,358.26
05/01/2025	328379	2449 DAVIS SUPPLY CO		0020377840-001	PW STOCK	220 141000		2025/11	1,594.24
						Total For Check # 328379			1,594.24
05/01/2025	328381	2107 EMPIRE PRINTING		59350	Travis Small Uniform Shirts	2205205 560100		2025/11	107.97
				59464	Uniform Shirts for Carlos	2205205 560100		2025/11	103.48
						Total For Check # 328381			211.45
05/01/2025	328382	3676 ENGINEERED EQUIPMENT INC	PTINV00054612		FILTERS FOR CITY FACILITIES	2205100 560180		2025/11	143.03
			PTINV00054612		FILTERS FOR CITY FACILITIES	2205120 560180		2025/11	10.11
			PTINV00054612		FILTERS FOR CITY FACILITIES	2205410 560180		2025/11	49.04
			PTINV00054612		FILTERS FOR CITY FACILITIES	2205415 560230		2025/11	7.11
						Total For Check # 328382			209.29
05/01/2025	328383	859 ENVIRONMENTAL RESOURCE ASSOCIATES INC	108373		Quality Assurance compliance supplies	2205410 560340		2025/11	149.69
						Total For Check # 328383			149.69
05/01/2025	328384	65 FENSCO INC		65184	Steel post & materials for Matt Duran	2205305 560230		2025/11	1,440.28
						Total For Check # 328384			1,440.28
05/01/2025	328388	5004 FW FLEET CLEAN, LLC		FC3037877	BLANKET PO FOR TRUCK WASHING	2205010 550100		2025/11	695.00

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						Total For Check # 328388								695.00
05/01/2025	328389	900 FORTILINE INC		6879062	PW INVENTORY (CITY COUNCIL APPROVED)	220 141000		2025/11	7,574.84					
				6890315	stock order - SEWER	220 141000		2025/11	2,399.60					
						Total For Check # 328389								9,974.44
05/01/2025	328391	674 GARVER ENGINEERS		20W02210-45	110454	2205415 570160	S.1905	2025/11	232.50					
				23W02190-7	Bixby Water Connection Study - WL23060	2205400 570160	WL23100	2025/11	6,400.00					
						Total For Check # 328391								6,632.50
05/01/2025	328393	1256 GEODECA LLC		2406051	SURVERY OF 137TH STREET	2205205 530870		2025/11	5,100.00					
				24060050B	SURVEY OF ALLEYWAY IMPROVEMENTS ELM TO DATE	2205205 530870	ST24290	2025/11	997.00					
				2403024C	CONSTRUCTION STATKE OF E GARY AVE	2205205 530870	ST24290	2025/11	1,831.50					
				2406052	SURVEY OF SIDEWALK IMPROVEMENTS	2205205 530870	ST24290	2025/11	5,250.00					
				2406058	SURVEY 1450 E OF OLIVE AVE ON WASHINTON	2205205 530870	ST24290	2025/11	4,500.00					
				2409085	PREPARE EASEMENT WEST SIDE OF ONETA	2205205 530870		2025/11	360.00					
				1807055B	SURVEY OF 6TH STREET AT KENOSHA	2205205 530870	ST24290	2025/11	1,950.00					
						Total For Check # 328393								19,988.50
05/01/2025	328395	5026 DALE GRAHAM		000040	REPLACED BAD CONDENSER FAN MOTOR AND CAP	2205100 540070		2025/11	1,116.41					
						Total For Check # 328395								1,116.41
05/01/2025	328396	76 GRAINGER		9336871711	4ELG9 Solenoid Valve,Brass,NC,Air, Inert Gas Manuf	2205405 560450		2025/11	429.60					
				9320047641	426P54 Replacement UPS Battery,24VDC,3" H Manufact	2205415 560410		2025/11	353.16					

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				9486205918	AMPROBE Light Meter - Ryan Baze	2205115 560240		2025/11	205.15
									987.91
05/01/2025	328397	4758 GREAT WESTERN LEASING AND SALES		012W11248	UNIT # 1217	2205403 540200		2025/11	2,596.53
				012W11218	unit 1748 - jeff	2205403 540200		2025/11	2,525.84
									5,122.37
05/01/2025	328398	79 GREEN ACRE SOD FARMS		9049	BL;ANKET PO FOR BERMUDA SOD	2205400 560230		2025/11	95.00
				9043	BL;ANKET PO FOR BERMUDA SOD	2205400 560230		2025/11	285.00
				9047	BL;ANKET PO FOR BERMUDA SOD	2205400 570150	2254400	2025/11	190.00
									570.00
05/01/2025	328400	106 HACH COMPANY		14462625	BLANKET PO CHEM/LAB SUPPLIES	2205404 560340		2025/11	134.00
				14461638	BLANKET PO CHEM/LAB SUPPLIES	2205404 560340		2025/11	562.23
									696.23
05/01/2025	328401	4111 HAMPSHIRE INDUSTRIAL SERVICES INC		250427	AIR COMPRESSOR RENTAL	2205405 540320		2025/11	1,650.00
				250428	AIR COMPRESSOR RENTAL	2205405 540320		2025/11	1,765.00
									3,415.00
05/01/2025	328402	369 HAYNES EQUIPMENT CO		INV8131266	HEP0005406: BSE3 Kit for 254-326JM	2205415 560410		2025/11	885.60
									885.60
05/01/2025	328403	1144 HDR, INC		1200714459	2554690 Waste Water Master Plan Update	2205415 570160	2554690	2025/11	28,635.05
									28,635.05
05/01/2025	328405	1582 IMPERIAL LLC		2870:8166755	2870:8166755 APRIL 22, 2025	2205305 560230		2025/11	45.54

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				2870:8179141	COFFE/CREAMING FOR CITY HALL MEETING ROOMS	2201700 550890		2025/11	110.80
						Total For Check # 328405			156.34
05/01/2025	328408	914 INTERSTATE ALL BATTERY CENTER		1925701032337	PW STOCK	220 141000		2025/11	2,433.00
						Total For Check # 328408			2,433.00
05/01/2025	328409	3537 J & J BOWERS LAWN CARE		042625	MOWING 4/21/25	2205305 540280		2025/11	7,335.00
						Total For Check # 328409			7,335.00
05/01/2025	328411	3710 JUAN GONZALO ESCOBEDO		378876	REPLACED BRICK MAILBOX & RETAINING WALL	2205400 540280		2025/11	2,850.00
						Total For Check # 328411			2,850.00
05/01/2025	328412	5131 KEVIN BEHE		13301	CITY COUNCIL APPROVED 09/09/24	2205100 540070		2025/11	1.29
				13301	CITY COUNCIL APPROVED 09/09/24	2205120 540070		2025/11	0.52
				13301	CITY COUNCIL APPROVED 09/09/24	2205305 540070		2025/11	0.39
				13301	CITY COUNCIL APPROVED 09/09/24	2205410 540070		2025/11	6.09
				13185	CITY COUNCIL APPROVED 09/09/24	2205100 540070		2025/11	1.04
				13185	CITY COUNCIL APPROVED 09/09/24	2205120 540070		2025/11	0.41
				13185	CITY COUNCIL APPROVED 09/09/24	2205305 540070		2025/11	0.31
				13185	CITY COUNCIL APPROVED 09/09/24	2205410 540070		2025/11	4.87
				13355	CITY COUNCIL APPROVED 09/09/24	2205100 540070		2025/11	1.04
				13355	CITY COUNCIL APPROVED 09/09/24	2205120 540070		2025/11	0.41
				13355	CITY COUNCIL APPROVED 09/09/24	2205305 540070		2025/11	0.31

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				13355	CITY COUNCIL APPROVED 09/09/24	2205410 540070		2025/11	4.87
				13553	CITY COUNCIL APPROVED 09/09/24	2205100 540070		2025/11	1.04
				13553	CITY COUNCIL APPROVED 09/09/24	2205120 540070		2025/11	0.41
				13553	CITY COUNCIL APPROVED 09/09/24	2205305 540070		2025/11	0.31
				13553	CITY COUNCIL APPROVED 09/09/24	2205410 540070		2025/11	4.87
				13354	CITY COUNCIL APPROVED 09/09/24	2205100 540070		2025/11	1.04
				13354	CITY COUNCIL APPROVED 09/09/24	2205120 540070		2025/11	0.42
				13354	CITY COUNCIL APPROVED 09/09/24	2205305 540070		2025/11	0.31
				13354	CITY COUNCIL APPROVED 09/09/24	2205410 540070		2025/11	4.87
				13353	CITY COUNCIL APPROVED 09/09/24	2205100 540070		2025/11	1.29
				13353	CITY COUNCIL APPROVED 09/09/24	2205120 540070		2025/11	0.52
				13353	CITY COUNCIL APPROVED 09/09/24	2205305 540070		2025/11	0.39
				13353	CITY COUNCIL APPROVED 09/09/24	2205410 540070		2025/11	6.09
							Total For Check # 328412		43.11
05/01/2025	328413	2004 KIMLEY-HORN & ASSOCIATES INC.	064598217-0325		Traffic Engineering Prof Services	2205205 530870	2552140	2025/11	1,340.00
			061292303-0325		WL23060, WL23070, WL23080, WL23090 Water Line	2205400 570160	WL23060	2025/11	143.55
			061292303-0325		WL23060, WL23070, WL23080, WL23090 Water Line	2205400 570160	WL23070	2025/11	143.04
			061292303-0325		WL23060, WL23070, WL23080, WL23090 Water Line	2205400 570160	WL23080	2025/11	144.35
			061292303-0325		WL23060, WL23070, WL23080, WL23090 Water Line	2205400 570160	WL23090	2025/11	86.56

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				061292300-0325	091537	2205400 570160	165424	2025/11	2,920.00
						Total For Check # 328413			4,777.50
05/01/2025	328415	4452 L3HARRIS TECHNOLOGIES INC		93451925	7 portable and 1 base station radio	2205405 560240		2025/11	25,153.05
						Total For Check # 328415			25,153.05
05/01/2025	328417	152 LIBERTY FLAGS		116968	PW STOCK	220 141000		2025/11	358.80
						Total For Check # 328417			358.80
05/01/2025	328420	4380 LOCK-DOC INC		042425-H25	BLANKET PO FOR LOCKS,KEYS, & ETC	2205100 560180		2025/11	160.00
						Total For Check # 328420			160.00
05/01/2025	328421	131 LOCKE SUPPLY COMPANY		55230889-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	2205010 550310		2025/11	57.34
				55277626-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	2205120 560180		2025/11	10.62
				54896868-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	2205415 560230		2025/11	5.96
				54197915-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	2205115 560230		2025/11	91.19
				54634375-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	2205115 560230		2025/11	93.87
				54538255-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	2205115 560230		2025/11	190.87
				54481391-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	2205115 560230		2025/11	79.15
				55231104-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	2205415 560230		2025/11	40.66
				55269746-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	2205100 560180		2025/11	14.17
						Total For Check # 328421			583.83
05/01/2025	328423	5075 LUBEQUIP USA, LLC		16345.1	CITY COUNCIL APPROVED 06/18/24	2205120 570150	2451060	2025/11	11,500.00
						Total For Check # 328423			11,500.00

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05/01/2025	328425	138	MIDWEST BEARING & CHAIN CO	330682	Repair lift booster station	2205410 560410		2025/11	98.62					
						Total For Check # 328425								98.62
05/01/2025	328428	25	NAPA AUTO PARTS	014997	60221B	2205010 560200		2025/11	19.96					
				015000	493298	2201700 560240		2025/11	272.78					
				015001	38516	2205010 560200		2025/11	78.37					
				015001	25080948HD	2205010 560200		2025/11	53.36					
				015002	F003159	2205010 560190		2025/11	604.79					
				015002	205	2205010 560190		2025/11	26.67					
				015003	F000184	2205010 560190		2025/11	343.16					
				015006	785214	2205405 560200		2025/11	118.23					
				015006	40166	2205405 560200		2025/11	11.32					
				015006	45830	2205405 560200		2025/11	18.61					
				015006	9824M	2205405 560200		2025/11	664.77					
				015006	9824M	2205405 560200		2025/11	54.00					
				015007	0522582	2205010 560190		2025/11	408.98					
				015010	798	2205305 560200		2025/11	38.90					
				015013	F244465DUEL	2205010 560190		2025/11	579.78					
				015014	388BDM	2205010 560190		2025/11	1,125.60					
				015014	205	2205010 560190		2025/11	106.68					
				015015	7041949	2205210 560200		2025/11	3.20					
				015015	8216456	2205210 560200		2025/11	265.76					
				015016	2413	2205010 560230		2025/11	32.64					
				015017	9080XXL	2205120 560230		2025/11	16.67					
				015019	9824M	2205405 560200		2025/11	-18.00					
				015022	SW050	2205403 560230		2025/11	3.16					
				015022	7709231	2205403 560230		2025/11	9.98					
				015022	MT1115	2205403 560230		2025/11	6.16					

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			015022	AHDWMRPHDC1	2205403 560230			2025/11	7.40
			015022	19403	2205403 560230			2025/11	6.26
			015167	4326873RX	2205010 560200			2025/11	-255.00
			015168	6411490RX	2205010 560200			2025/11	-665.00
			015168	6382091RX	2205010 560200			2025/11	-266.00
			015169	K327224210	2205405 560200			2025/11	20.90
			015169	3972	2205405 560200			2025/11	7.11
			015169	1064	2205405 560200			2025/11	6.36
			015169	9978	2205405 560200			2025/11	22.18
			015169	9968	2205405 560200			2025/11	31.27
			015169	75500	2205405 560210			2025/11	20.04
			015171	9968	2205405 560200			2025/11	31.27
			015171	9978	2205405 560200			2025/11	22.18
			015171	1064	2205405 560200			2025/11	6.36
			015171	3972	2205405 560200			2025/11	7.11
			015171	K327224210	2205405 560200			2025/11	20.90
			015171	75500	2205405 560210			2025/11	20.04
			015179	230266	2205200 560200			2025/11	10.44
			015179	7502	2205200 560200			2025/11	4.15
			015179	9883	2205200 560200			2025/11	12.45
			015179	5W30BULK	2205200 560210			2025/11	22.86
			015185	9080XXL	2205120 560230			2025/11	16.67
			015185	2413	2205120 560230			2025/11	2.72
			015186	122492	2205010 560210			2025/11	81.76
			015187	TOYO556640M	2205010 560190			2025/11	1,663.32
			015190	HTSQ15001500120	2201700 560240			2025/11	558.36
			015191	00006402002	2205210 560200			2025/11	17.57
			015193	9080XL	2205120 560230			2025/11	15.56

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			015194	MWL16		2205400 560200		2025/11	98.09
			015198	30053905		2205210 560200		2025/11	48.97
			015198	61PM44		2205210 560200		2025/11	27.62
			015201	946115		2205210 560200		2025/11	431.10
			015202	6602		2205210 560200		2025/11	25.49
			015243	2413		2205405 560200		2025/11	2.78
			015243	6562		2205405 560200		2025/11	28.12
			015243	6559		2205405 560200		2025/11	17.61
			015243	120760		2205405 560200		2025/11	69.98
			015243	550175		2205405 560200		2025/11	24.42
			015243	1568		2205405 560200		2025/11	6.85
			015243	112628		2205405 560200		2025/11	14.28
			015246	5698036		2205403 560200		2025/11	32.70
			015246	230004		2205403 560200		2025/11	20.47
			015246	5405119		2205403 560200		2025/11	41.84
			015246	5280585		2205403 560200		2025/11	110.18
			015246	3466688		2205403 560200		2025/11	44.21
			015246	15W40BULK		2205403 560210		2025/11	36.90
			015248	3621163		2205403 560200		2025/11	93.70
			015253	GR14CHTR		2205305 560200		2025/11	50.80
			015253	7246790		2205305 560200		2025/11	64.19
			015253	15KB0612		2205305 560200		2025/11	16.28
			015260	F244465FLATFACE		2205010 560190		2025/11	1,269.90
			015263	114		2205210 560230		2025/11	26.35
			015267	ZX3030		2205120 560240		2025/11	236.67
			015268	0565241		2205010 560190		2025/11	1,509.94
			015268	205		2205010 560200		2025/11	53.34
			015269	F003159		2205010 560190		2025/11	1,209.58

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			015269	0565241		2205010 560190		2025/11	-1,509.94
			015271	789DEF		2205403 560210		2025/11	22.22
			015271	7709231		2205403 560230		2025/11	19.96
			015274	792182		2201700 560230		2025/11	17.56
			015287	DEG002		2205305 560210		2025/11	39.86
			015291	4326873RX		2205010 560200		2025/11	581.32
			015291	4326873RX		2205010 560200		2025/11	226.10
			015294	18980044		2205120 560230		2025/11	83.32
			015294	28011015		2205120 560230		2025/11	4.38
			015294	32533044		2205120 560230		2025/11	38.88
			015295	46AWBULK		2205010 560210		2025/11	81.84
			015296	ROLOC		2201700 560230		2025/11	35.07
						Total For Check # 328428			11,547.70
05/01/2025	328429		014998	2413		2205010 560230		2025/11	5.44
			014999	500007021		2205010 560200		2025/11	0.01
			015004	EB1		2205010 560230		2025/11	10.86
			015005	EB1		2205010 560230		2025/11	5.43
			015018	7151151		2205010 560230		2025/11	3.08
			015023	90674		2205120 560230		2025/11	1.96
			015170	7822090		2205415 560200		2025/11	2.83
			015182	P7997B2		2205410 560200		2025/11	1.70
			015204	8822		2205120 560230		2025/11	7.49
			015245	2413		2205120 560230		2025/11	5.56
			015247	NBCKT13		2205120 560230		2025/11	5.10
			015249	ALCOHOL		2205400 560230		2025/11	6.93
			015251	789DEF		2205400 560210		2025/11	11.11
			015264	6562		2205405 560200		2025/11	28.12
			015264	6559		2205405 560200		2025/11	-17.61

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				003780DP	RTU1EXT	2205410 560210		2025/11	-8.43
				003788DP	DUPLICATE PAYMENT	2205305 560230		2025/11	-8.24
						Total For Check # 328429			61.34
05/01/2025	328430	5149	OFFEN PETROLEUM LLC	INV1558922	FUEL FOR STREETS LOCATION - TBD	220 142000		2025/11	16,363.03
				INV1561738	FUEL FOR FLEET LOCATION	220 142000		2025/11	16,557.62
						Total For Check # 328430			32,920.65
05/01/2025	328431	4349	OKIE PACKAGING & INDUSTRIAL SUPPLIES	318135	PW STOCK	220 141000		2025/11	436.80
						Total For Check # 328431			436.80
05/01/2025	328432	98	OKLAHOMA NATURAL GAS CO	253868218 04212025	211155662 2538682 18 APR 21, 2025 1313 N 6TH ST	2205415 550240		2025/11	88.74
				220113100 04222025	210105033 2201131 00 APR 22, 2025 1821 W DETROIT	2205100 550240		2025/11	357.91
				219682564 04222025	210105033 2196825 64 APR 22, 2025 485 N POPLAR AVE	2205100 550240		2025/11	237.04
				183825191 04232025	211155662 1838251 91 APR 23, 2025 6601 S 241ST E	2205415 550240		2025/11	29.86
				253746873 04232025	211155662 2537468 73 APR 23, 2025 6701 E KENOSHA	2205415 550240		2025/11	47.68
				265607136 04232025	210104103 2656071 36 APR 13, 2023 8003 E PRINCETON	2205415 550240		2025/11	168.35
				253746509 0423205	211155662 2537465 09 APR 23, 2025 8366 WRIGHT AVE	2205415 550240		2025/11	46.84
				253746364 0423205	211155662 2537463 64 APR 23, 2025 6554 S 232ND E	2205415 550240		2025/11	47.71
				265451427 0423205	210104103 2654514 27 APR 23, 2025 1424 N 70TH ST	2205415 550240		2025/11	164.95
						Total For Check # 328432			1,189.08
05/01/2025	328437	5333	PRODIGY LAWN & LANDSCAPE INC	3895	3895	2205305 540280		2025/11	4,997.00
						Total For Check # 328437			4,997.00

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05/01/2025	328438	4987	DAVE HARRISON	25412	PW STOCK	220 141000		2025/11	648.00
						Total For Check # 328438			648.00
05/01/2025	328440	3691	QUIKRETE HOLDINGS INC	31036400	pw stock order	220 141000		2025/11	1,857.02
						Total For Check # 328440			1,857.02
05/01/2025	328441	844	RAM PRODUCTS INC	160288733	FLEET RESTOCKING ITEMS	2205120 560230		2025/11	554.32
						Total For Check # 328441			554.32
05/01/2025	328443	1612	RITZ/LONE STAR SAFETY & SUPPLY INC	6944377	PW STOCK	220 141000		2025/11	394.69
				6946025	PW STOCK	220 141000		2025/11	888.96
						Total For Check # 328443			1,283.65
05/01/2025	328444	201	ROYAL PRINTING	66266	BUSINESS CARD	2205010 550360		2025/11	33.00
						Total For Check # 328444			33.00
05/01/2025	328446	84	SAF T GLOVE INC	1037114-00	PW STOCK	220 141000		2025/11	161.72
						Total For Check # 328446			161.72
05/01/2025	328449	1586	SIGN SOLUTIONS	5480	5480 GRIP TAPE INSTALLED	2205120 540290		2025/11	120.00
						Total For Check # 328449			120.00
05/01/2025	328457	3376	STEWARD TANK CONSULTING INC	1256	CITY COUNCIL 04/01/2025	2205400 540280		2025/11	27,450.00
						Total For Check # 328457			27,450.00
05/01/2025	328461	55	TULSA AUTO SPRING	W 47899	BLANKET PO FOR SUSPENSION FRAME REPAIR	2205403 540200		2025/11	347.63
				W 48827	BLANKET PO FOR SUSPENSION FRAME REPAIR	2201700 560230		2025/11	101.90
						Total For Check # 328461			449.53
05/01/2025	328462	571	TULSA CITY COUNTY HEALTH DEPT.	NV2504002	OPDEM PERMIT OK0040053 REQUIREMENTS	2205410 530340		2025/11	3,053.00

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						Total For Check # 328462			3,053.00
05/01/2025	328463	1230	TULSA COUNTY ADMINISTRATIVE SVCS	10013004	BUSINESS CARDS	2205400 550360		2025/11	20.00
						Total For Check # 328463			20.00
05/01/2025	328464			10013005	BUSINESS CARDS	2205415 550360		2025/11	20.00
						Total For Check # 328464			20.00
05/01/2025	328474	1489	TULSA HEALTH DEPARTMENT	NV2504010	TOC & FUORIDE WATER ANALYSIS	2205405 530340		2025/11	107.00
				NV2504011	WATER SAMPLE LAB TEST	2205404 530340		2025/11	3,174.00
						Total For Check # 328474			3,281.00
05/01/2025	328476	1808	TULSA'S GREEN COUNTRY STAFFING	109063	TEMP SERIVCES WEEK ENDING IN 04/25/25	2205010 550370		2025/11	9,725.46
						Total For Check # 328476			9,725.46
05/01/2025	328477	1496	TWIN CITIES READY MIX INC	302236	BLANKET PO FOR CONCRETE	2205400 560270		2025/11	362.50
				302129	BLANKET PO FOR CONCRETE	2205400 560270		2025/11	145.00
				302446	BLANKET PO FOR CONCRETE	2205400 560270		2025/11	797.50
				302447	BLANKET PO FOR CONCRETE	2205400 560270		2025/11	397.50
				302449	BLANKET PO FOR CONCRETE	2205400 560270		2025/11	362.50
				302335	BLANKET PO FOR CONCRETE	2205400 560270		2025/11	145.00
				302334	BLANKET PO FOR CONCRETE	2205400 560270		2025/11	507.50
				301649	BLANKET PO FOR CONCRETE	2205400 560270		2025/11	652.50
				301521	BLANKET PO FOR CONCRETE	2205400 560270		2025/11	435.00
				301422	BLANKET PO FOR CONCRETE	2205400 560270		2025/11	362.50

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						Total For Check # 328477								4,167.50
05/01/2025	328478	744 UNITED RENTALS, INC		246771908-001	EQUIPMENT RENTAL FOR JOB SITES	2205415 540320		2025/11	1,988.00					
						Total For Check # 328478								1,988.00
05/01/2025	328479	3262 HD SUPPLY, INC		INV00678458	Chemical tubing	2205410 560340		2025/11	176.78					
				INV00683619	Laboratory supplies	2205410 560340		2025/11	633.38					
				INV00691620	Nitrile gloves	2205410 560230		2025/11	374.92					
						Total For Check # 328479								1,185.08
05/01/2025	328480	44 UTILITY SUPPLY		209187	(URGENT)CONSTRUCTION METERS - DERRIEL BYNUM	2205406 560380		2025/11	3,156.90					
				208582	PARTS FOR SEWER LINE REPAIR	2205415 560400		2025/11	125.24					
				209302	request for sewer by Andrew	2205415 560400		2025/11	194.80					
				209358	PRESSURE MONITORS FOR WATER DISTRIBUTION	2205400 560230		2025/11	1,090.00					
						Total For Check # 328480								4,566.94
05/01/2025	328483	48 WARREN POWER & MACHINERY, INC.		B8482501	COMPACT TRACK LOADER	2205405 540320		2025/11	3,432.05					
						Total For Check # 328483								3,432.05
05/01/2025	328484	897 WASTE MANAGEMENT QUARRY LANDFILL		2399111-1006-6	CLEAING SUPPLIES FOR MULTIPLE STATIONS	2205410 540300		2025/11	1,469.46					
				2399133-1006-0	ROLL OFF AT 2304 S 1ST PL WINDSTREAM	2205403 540330		2025/11	494.16					
						Total For Check # 328484								1,963.62
05/05/2025	328487	4305 BRANDY PARKS		11/28/22	2022 GOVERNORS WATER CONFERENCE	2205205 550030		2023/6	64.00					
						Total For Check # 328487								64.00
05/05/2025	328488	4681 DANIEL BARRETT		02/10/23	CDL REIMBURSEMENT	2205305 530110		2023/8	46.26					
						Total For Check # 328488								46.26

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05/05/2025	328491	4032	ISAAC TERRY	JUNE 28, 2021	JUNE 28, 2021	2205305 530110		2021/12	25.00
						Total For Check # 328491			25.00
05/05/2025	328493	4095	JEREMIAH EDENS	AUG 30, 2021	AUG 30, 2021 REIMB FOR CDL	2205305 530110		2022/2	68.00
						Total For Check # 328493			68.00
05/05/2025	328494	3990	JERRY SCHUBER	PDR 09192023	PER DIEM REQUEST 09192023	2205125 550030		2024/3	12.80
						Total For Check # 328494			12.80
05/05/2025	328502	4304	RYAN BAZE	5/21/23-5/24/23	2023 APWAOK/OWEA ANNUAL CONFERENCE (PER DIEM)	2205100 550030		2023/11	47.20
				PDR 09182023	PER DIEM REQUEST 09182023	2205100 550030		2024/3	57.60
						Total For Check # 328502			104.80
05/05/2025	328507	3588	TIMOTHY WILSON	04172024	CDL REIMB	2205305 530110		2024/10	70.94
						Total For Check # 328507			70.94
05/08/2025	328510	4524	ADDISON MADDOX	PDR 05192025	PER DIEM APWAOK/OWEA TECHNICAL CONF 2025	2205205 550030		2025/11	68.00
						Total For Check # 328510			68.00
05/08/2025	328513	4762	CHARLIE BRIGHT	PDR 05182025	PER DIEM APWAOK/OWEA TECHNICAL CONF 2025	2205205 550030		2025/11	122.40
						Total For Check # 328513			122.40
05/08/2025	328521	3154	EMILY ROWLAND	PDR 05182025	PER DIEM APWAOK/OWEA TECHNICAL CONF 2025	2205205 550030		2025/11	122.40
						Total For Check # 328521			122.40
05/08/2025	328525	5151	JORDAN GRACE	PDR 05192025	PER DIEM APWAOK/OWEA TECHNICAL CONF 2025	2205205 550030		2025/11	68.00
						Total For Check # 328525			68.00
05/08/2025	328526	5166	JUSTIN MCGUIRE	PDR 05192025	PER DIEM APWA/OWEA CONF PER DIEM	2205405 550030		2025/11	102.00

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT					
						Total For Check # 328526								102.00
05/08/2025	328529	4315	LOU ANN FISHER	PDR 05192025	PER DIEM OWEA CONF NORMAN OK	2205405 550030		2025/11	54.40					
						Total For Check # 328529								54.40
05/08/2025	328531	999900	OTP - AR REFUNDS	159197		220 150807		2025/11	46.81					
						Total For Check # 328531								46.81
05/08/2025	328532			159207		220 150807		2025/11	204.75					
						Total For Check # 328532								204.75
05/08/2025	328533			159241		220 150807		2025/11	56.58					
						Total For Check # 328533								56.58
05/08/2025	328534			159230		220 150807		2025/11	288.91					
						Total For Check # 328534								288.91
05/08/2025	328535			159190		220 150807		2025/11	4.19					
						Total For Check # 328535								4.19
05/08/2025	328536			159206		220 150807		2025/11	22.01					
						Total For Check # 328536								22.01
05/08/2025	328537			159234		220 150807		2025/11	11.94					
						Total For Check # 328537								11.94
05/08/2025	328538			159226		220 150807		2025/11	98.10					
						Total For Check # 328538								98.10
05/08/2025	328539			159217		220 150807		2025/11	27.16					
						Total For Check # 328539								27.16
05/08/2025	328540			159214		220 150807		2025/11	15.32					
						Total For Check # 328540								15.32

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
05/08/2025	328541			159209		220 150807		2025/11	72.35
						Total For Check # 328541			72.35
05/08/2025	328542			159194		220 150807		2025/11	68.76
						Total For Check # 328542			68.76
05/08/2025	328543			159198		220 150807		2025/11	48.98
						Total For Check # 328543			48.98
05/08/2025	328544			159203		220 150807		2025/11	24.63
						Total For Check # 328544			24.63
05/08/2025	328545			159212		220 150807		2025/11	64.72
						Total For Check # 328545			64.72
05/08/2025	328546			159195		220 150807		2025/11	69.95
						Total For Check # 328546			69.95
05/08/2025	328547			159202		220 150807		2025/11	45.71
						Total For Check # 328547			45.71
05/08/2025	328548			159238		220 150807		2025/11	67.36
						Total For Check # 328548			67.36
05/08/2025	328549			159192		220 150807		2025/11	1.00
						Total For Check # 328549			1.00
05/08/2025	328550			159231		220 150807		2025/11	11.05
						Total For Check # 328550			11.05
05/08/2025	328551			159189		220 150807		2025/11	404.76
						Total For Check # 328551			404.76

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT					
05/08/2025	328552			159232		220 150807		2025/11	39.18					
						Total For Check # 328552								39.18
05/08/2025	328553			159229		220 150807		2025/11	6.40					
						Total For Check # 328553								6.40
05/08/2025	328554			159222		220 150807		2025/11	28.84					
						Total For Check # 328554								28.84
05/08/2025	328555			159224		220 150807		2025/11	12.16					
						Total For Check # 328555								12.16
05/08/2025	328556			159244		220 150807		2025/11	52.86					
						Total For Check # 328556								52.86
05/08/2025	328557			159245		220 150807		2025/11	48.07					
						Total For Check # 328557								48.07
05/08/2025	328558			159193		220 150807		2025/11	105.13					
						Total For Check # 328558								105.13
05/08/2025	328559			159239		220 150807		2025/11	30.05					
						Total For Check # 328559								30.05
05/08/2025	328560			159220		220 150807		2025/11	180.42					
						Total For Check # 328560								180.42
05/08/2025	328561			159227		220 150807		2025/11	27.65					
						Total For Check # 328561								27.65
05/08/2025	328562			159211		220 150807		2025/11	7.95					
						Total For Check # 328562								7.95

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
05/08/2025	328563			159228		220 150807		2025/11	7.81
Total For Check # 328563									
7.81									
05/08/2025	328564			159200		220 150807		2025/11	0.03
Total For Check # 328564									
0.03									
05/08/2025	328565			159225		220 150807		2025/11	49.97
Total For Check # 328565									
49.97									
05/08/2025	328566			159216		220 150807		2025/11	16.48
Total For Check # 328566									
16.48									
05/08/2025	328567			159219		220 150807		2025/11	30.05
Total For Check # 328567									
30.05									
05/08/2025	328568			159242		220 150807		2025/11	28.92
Total For Check # 328568									
28.92									
05/08/2025	328569			159215		220 150807		2025/11	43.03
Total For Check # 328569									
43.03									
05/08/2025	328570			159236		220 150807		2025/11	28.84
Total For Check # 328570									
28.84									
05/08/2025	328571			159235		220 150807		2025/11	25.16
Total For Check # 328571									
25.16									
05/08/2025	328572			159210		220 150807		2025/11	2.02
Total For Check # 328572									
2.02									
05/08/2025	328573			159205		220 150807		2025/11	51.42
Total For Check # 328573									
51.42									

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
05/08/2025	328574			159196		220 150807		2025/11	11.24
Total For Check # 328574									
05/08/2025	328575			159201		220 150807		2025/11	11.24
Total For Check # 328575									
05/08/2025	328576			159191		220 150807		2025/11	110.44
Total For Check # 328576									
05/08/2025	328577			159223		220 150807		2025/11	148.45
Total For Check # 328577									
05/08/2025	328578			159233		220 150807		2025/11	30.05
Total For Check # 328578									
05/08/2025	328579			159243		220 150807		2025/11	31.24
Total For Check # 328579									
05/08/2025	328580			159208		220 150807		2025/11	31.24
Total For Check # 328580									
05/08/2025	328581			159218		220 150807		2025/11	31.24
Total For Check # 328581									
05/08/2025	328583			159221		220 150807		2025/11	30.05
Total For Check # 328583									
05/08/2025	328584			159237		220 150807		2025/11	30.05
Total For Check # 328584									
05/08/2025	328585			159199		220 150807		2025/11	69.41
Total For Check # 328585									

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT					
05/08/2025	328586			159213		220 150807		2025/11	3.19					
						Total For Check # 328586								3.19
05/08/2025	328587			159204		220 150807		2025/11	20.00					
						Total For Check # 328587								20.00
05/08/2025	328588			159240		220 150807		2025/11	43.03					
						Total For Check # 328588								43.03
05/08/2025	328606	999905 OTP - TORT CLAIMS		TRT1651.2025	TORT CLAIM COX X0AX LINE DAMAGED	2201700 550090		2025/11	9,311.04					
						Total For Check # 328606								9,311.04
05/08/2025	328607			TRT1657.2025	TORT CLAIM FOR DAMAGE COX COAX 500 LINE BY UTILI	2201700 550090		2025/11	3,815.49					
						Total For Check # 328607								3,815.49
05/08/2025	328609	999903 OTP - UB REFUNDS		159818		220 150807		2025/11	24.06					
						Total For Check # 328609								24.06
05/08/2025	328610			159816		220 150807		2025/11	30.05					
						Total For Check # 328610								30.05
05/08/2025	328611			159809		220 150807		2025/11	34.04					
						Total For Check # 328611								34.04
05/08/2025	328612			159815		220 150807		2025/11	27.65					
						Total For Check # 328612								27.65
05/08/2025	328613			159808		220 150807		2025/11	423.91					
						Total For Check # 328613								423.91
05/08/2025	328614			159802		220 150807		2025/11	191.42					

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						Total For Check # 328614									191.42
05/08/2025	328615			159805		220 150807		2025/11	22.66						
						Total For Check # 328615									22.66
05/08/2025	328616			159814		220 150807		2025/11	83.86						
						Total For Check # 328616									83.86
05/08/2025	328617			159810		220 150807		2025/11	20.27						
						Total For Check # 328617									20.27
05/08/2025	328618			159811		220 150807		2025/11	29.50						
						Total For Check # 328618									29.50
05/08/2025	328619			159820		220 150807		2025/11	17.45						
						Total For Check # 328619									17.45
05/08/2025	328620			159812		220 150807		2025/11	2.19						
						Total For Check # 328620									2.19
05/08/2025	328621			159813		220 150807		2025/11	6.11						
						Total For Check # 328621									6.11
05/08/2025	328622			159807		220 150807		2025/11	24.63						
						Total For Check # 328622									24.63
05/08/2025	328623			159819		220 150807		2025/11	31.24						
						Total For Check # 328623									31.24
05/08/2025	328624			159817		220 150807		2025/11	537.19						
						Total For Check # 328624									537.19
05/08/2025	328625			159804		220 150807		2025/11	39.92						
						Total For Check # 328625									39.92

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05/08/2025	328626			159806		220 150807		2025/11	37.52
						Total For Check # 328626			37.52
05/08/2025	328627			159803		220 150807		2025/11	35.00
						Total For Check # 328627			35.00
05/08/2025	328630	1739 WAGONER CO RRWD DISTRICT #4		3900501 05152025	3900501 8003 E PRINCETON	2205415 550230		2025/11	16.50
				3933701 05152025	3933701 3515 E DEARBORN	2205415 550230		2025/11	16.50
				1068701 05152025	1068701 6601 S 241ST E AVE	2205415 550230		2025/11	17.25
				3729401 05152025	3729401 4300 E GARY	2201700 550230		2025/11	259.27
				3729501 05152025	3729501 4300 E GARY B	2201700 550230		2025/11	21.00
				1367301 05152025	1367301 2750 N 37TH ST	2205415 550230		2025/11	16.50
						Total For Check # 328630			347.02
05/08/2025	328631	5216 918 WRECKER SERVICE INC.		25-275528	25-275528 04/29/2025	2205010 540200		2025/11	160.00
						Total For Check # 328631			160.00
05/08/2025	328633	416 ACCURATE ENVIRONMENTAL LLC		HC05114	HC05114 03/28/2025	2205410 530340		2025/11	6,700.00
				HD21060	HD21060 04/29/2025	2205404 560340		2025/11	100.00
				GL06020	GL06020 12/16/2024	2205410 530340		2025/11	805.00
						Total For Check # 328633			7,605.00
05/08/2025	328634	149 AMERICAN ELECTRIC POWER/PSO		665-752-0-2 04222025	958-665-752-0-2 APR 22, 2025 9527 HALF S GARNETT R	2205406 550250		2025/11	21.80
				122-107-0-3 04222025	951-122-107-0-3 APR 22, 2025 2313 HALF W ATLANTA P	2205400 550250		2025/11	23.46
				959-364-3-2 04212025	959-959-364-3-2 APR 21, 2025 2300 S 1ST PL	2205401 550250		2025/11	610.95
				100-813-0-1 04232025	954-100-813-0-1 APR 23, 2025 3099 N ELM PL	2205400 550250		2025/11	83.32
				100-813-0-1 04232025	954-100-813-0-1 APR 23, 2025 701 W DEARBORN ST	2205400 550250		2025/11	41.22

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				100-813-0-1 04232025	954-100-813-0-1 APR 23, 2025 4221 N ASPEN AVE	2205400 550250		2025/11	329.46
				100-813-0-1 04232025	954-100-813-0-1 APR 23, 2025 3001 N ELM PL	2205400 550250		2025/11	1,185.12
				100-813-0-1 04232025	954-100-813-0-1 APR 23, 2025 1049 W OMAHA ST	2205400 550250		2025/11	50.97
				100-813-0-1 04232025	954-100-813-0-1 APR 23, 2025 3909 S HICKORY AVE	2205400 550250		2025/11	121.40
				100-813-0-1 04232025	954-100-813-0-1 APR 23, 2025 945 W OMAHA ST	2205400 550250		2025/11	22.83
				925-948-5-1 04252025	951-925-948-5-1 APRIL 25, 2025 2009 E CORCOND ST	2205305 550250		2025/11	21.79
				925-948-5-1 04252025	951-925-948-5-1 APRIL 25, 2025 3950 W HOUSTON ST	2205305 550250		2025/11	82.45
				925-948-5-1 04252025	951-925-948-5-1 APRIL 25, 2025 4702 W URBANA ST	2205305 550250		2025/11	173.21
				952-315-0-3 04142025	959-952-315-0-3 APR 14, 2025 2403 E NEW ORLEANS	2205400 550250		2025/11	43.85
				952-315-0-3 05052025	959-952-315-0-3 MAY 5, 2025 2403 E NEW ORLEANS	2205400 550250		2025/11	41.27
						Total For Check # 328634			2,853.10
05/08/2025	328639	4929 ANALYTICAL ENVIRONMENTAL LABORATORY LLC		104604	104604 04/24/2025	2205405 530340		2025/11	1,620.00
						Total For Check # 328639			1,620.00
05/08/2025	328640	945 AYS LLC		293372	293372 04/30/2025	2205403 540280		2025/11	108.00
						Total For Check # 328640			108.00
05/08/2025	328641	885 ATWOOD DISTRIBUTING LP	3476		BLANKET PO SAFETY SHOES & MISC ITEMS	2201700 560230		2025/11	39.99
			3500		BLANKET PO SAFETY SHOES & MISC ITEMS	2205400 560230		2025/11	61.98
			3504		BLANKET PO SAFETY SHOES & MISC ITEMS	2205403 560230		2025/11	38.24
			3503		BLANKET PO SAFETY SHOES & MISC ITEMS	2205403 560230		2025/11	26.99

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				3501	BLANKET PO SAFETY SHOES & MISC ITEMS	2205403 560230		2025/11	13.43
				3499	BLANKET PO SAFETY SHOES & MISC ITEMS	2205405 560230		2025/11	72.97
				3478	BLANKET PO SAFETY SHOES & MISC ITEMS	2205403 560230		2025/11	185.45
				3483	BLANKET PO SAFETY SHOES & MISC ITEMS	2205305 560230		2025/11	7.99
				2480	BLANKET PO SAFETY SHOES & MISC ITEMS	2205305 560230		2025/11	3.98
				2480	BLANKET PO SAFETY SHOES & MISC ITEMS	2205305 560240		2025/11	349.99
				3482	BLANKET PO SAFETY SHOES & MISC ITEMS	2205305 560230		2025/11	74.01
				3493	BLANKET PO SAFETY SHOES & MISC ITEMS	2205415 560230		2025/11	59.98
				3490	BLANKET PO SAFETY SHOES & MISC ITEMS	2205120 560230		2025/11	25.99
						Total For Check # 328641			960.99
05/08/2025	328642	1688 COGENT INC		5622056	VEGAPULS C 21 Radar – Quantity 1 • Mounting bracke	2205415 560410		2025/11	2,141.60
						Total For Check # 328642			2,141.60
05/08/2025	328648	1330 BRINK'S INCORPORATED		7468990	INV 7468990 APR 30, 2025	2201503 550280		2025/11	1,145.24
				7390136	INV 7390136 MAR 31, 2025	2201503 550280		2025/11	1,141.45
						Total For Check # 328648			2,286.69
05/08/2025	328649	19 BROKEN ARROW ELECTRIC SUPPLY INC		S3338373.001	BLANKET PO FOR MISC ELECTRICAL	2205405 560230		2025/11	226.83
						Total For Check # 328649			226.83
05/08/2025	328655	1252 CENTRAL STATES CRANE & HOIST		251011252	• Inspect electrical and mechanical crane and hois	2205405 540280		2025/11	807.88
						Total For Check # 328655			807.88
05/08/2025	328656	1436 CHEROKEE PRIDE CONST.		PA 1 S.22020	Wagoner Cty Trunk Sewer	2205415 570150	S.22020	2025/11	649,306.00

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CHECK DATE	CHECK #	VENDOR NAME INC.	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			PA 3 S.23030	Melinda Park Northside Basin SS & WL	2205415 570150	S.23030	2025/11	1,671,656.88
					Total For Check # 328656			2,320,962.88
05/08/2025	328657	37 CINTAS CORPORATION	5267785905	5267785905 05/01/2025	2205115 560230		2025/11	87.80
			9319016200	BLANKET PO FOR MEDICAL SUPPLIES	2205405 540280		2025/11	292.63
					Total For Check # 328657			380.43
05/08/2025	328658	996 CITY OF BROKEN ARROW	158070	Payroll Run 1 - Warrant 250411	220 218180		2025/10	857.07
			158070	Payroll Run 1 - Warrant 250411	220 218360		2025/10	4,445.31
					Total For Check # 328658			5,302.38
05/08/2025	328659	295 CITY OF TULSA	170425-2124599 4/25	GREENWASTE SERVICES APRIL 2025	2205010 540300		2025/11	718.30
					Total For Check # 328659			718.30
05/08/2025	328660	1391 CLEAN THE UNIFORM CO OKLAHOMA	52131248	52131248	2205130 540310		2025/11	6.60
			52131248	52131248	2205120 540310		2025/11	83.46
			52131248	52131248	2205400 540310		2025/11	111.45
			52131248	52131248	2205415 540310		2025/11	75.37
			52131248	52131248	2205406 540310		2025/11	39.45
			52131248	52131248	2205403 540310		2025/11	60.13
			52131248	52131248	2205115 540310		2025/11	28.43
			52131248	52131248	2205010 540310		2025/11	223.27
			52131248	52131248	2201700 540330		2025/11	3.90
			52131248	52131248	2205120 540330		2025/11	25.00
			52131248	52131248	2205400 540330		2025/11	9.48
			52131715	52131715	2205305 540310		2025/11	161.55
			52131715	52131715	2205305 540330		2025/11	2.55
			52131720	52131720 04/25/2025	2205410 540310		2025/11	31.92

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				52131720	52131720 04/25/2025	2205410 540330		2025/11	0.68
				52131720	52131720 04/25/2025	2205410 540330		2025/11	3.75
				52132899	52132899 05/05/2025	2205305 540310		2025/11	161.55
				52132899	52132899 05/05/2025	2205305 540330		2025/11	2.55
				52130614	52130614 04/18/2025	2205305 540310		2025/11	163.76
				52130614	52130614 04/18/2025	2205305 540330		2025/11	2.55
				52130138	52130138 04/16/2025	2205130 540310		2025/11	6.60
				52130138	52130138 04/16/2025	2205120 540310		2025/11	83.46
				52130138	52130138 04/16/2025	2205400 540310		2025/11	111.45
				52130138	52130138 04/16/2025	2205415 540310		2025/11	77.79
				52130138	52130138 04/16/2025	2205406 540310		2025/11	39.45
				52130138	52130138 04/16/2025	2205403 540310		2025/11	60.13
				52130138	52130138 04/16/2025	2205115 540310		2025/11	28.43
				52130138	52130138 04/16/2025	2205010 540310		2025/11	223.27
				52130138	52130138 04/16/2025	2201700 540330		2025/11	3.90
				52130138	52130138 04/16/2025	2205120 540330		2025/11	25.00
				52130138	52130138 04/16/2025	2205400 540330		2025/11	9.48
						Total For Check # 328660			1,866.36
05/08/2025	328661	4393 CLOUDPOINT GEOSPATIAL INC		INV-05519	Monthly Managed Services	2201205 530870		2025/11	7,250.00
						Total For Check # 328661			7,250.00
05/08/2025	328663	5323 COLUMN SOFTWARE PBC		B6BD5005-0173	B6BD5005-0173 04/17/2025	2205410 570160	2154280	2025/11	560.95
				B6BD5005-0170	B6BD5005-0170 04/10/2025	2205205 530870		2025/11	118.58
				B6BD5005-0174	B6BD5005-0174 04/24/2025	2205410 570160	2154280	2025/11	174.91
						Total For Check # 328663			854.44
05/08/2025	328665	5255 CORAL SALES COMPANY		INV-80398	MASH Tangent Terminal-Matt D.	2205305 560230		2025/11	4,798.25
						Total For Check # 328665			4,798.25

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05/08/2025	328666	882 COX COMMUNICATIONS		076689001 04242025	001 6311 076689001 APRIL 2025	2205410 550220		2025/11	174.22
				076689001 04242025	001 6311 076689001 APRIL 2025	2205100 550220		2025/11	498.80
				076689001 04242025	001 6311 076689001 APRIL 2025	2205410 550540		2025/11	98.99
				076689001 04242025	001 6311 076689001 APRIL 2025	2205100 550540		2025/11	188.26
						Total For Check # 328666			960.27
05/08/2025	328667	4037 D&H UNITED FUELING SOLUTIONS INC		0147785	0147785 MARCH 10, 2025	2205130 540550		2025/11	221.60
						Total For Check # 328667			221.60
05/08/2025	328670	3307 DP SUPPLY		034403	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	468.00
						Total For Check # 328670			468.00
05/08/2025	328671	2168 EAGLE REDI-MIX CONCRETE LLC	810623		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	1,192.50
			810215		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	1,582.50
			804620		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	3,165.00
			805790		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	3,749.50
			805347		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	3,811.50
			805555		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	2,621.00
			805996		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	3,343.50
			306248		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	2,385.00
			806488		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	2,541.00
			806712		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	2,541.00
			802791		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	4,181.50
			807763		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	752.50
			807747		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	1,917.00
			807100		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	3,811.50
			807325		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	3,165.00
			807531		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	3,577.50

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				806912	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	3,009.00
				808006	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	2,853.00
				808188	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	1,839.00
				809115	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	2,148.00
				809331	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	1,917.00
				809598	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	1,761.00
				809744	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	2,073.00
				809926	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	3,165.00
				811013	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	1,761.00
				810821	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	1,917.00
				811221	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	1,582.50
						Total For Check # 328671			68,363.00
05/08/2025	328673	900 FORTILINE INC		6890305	PW STOCK ORDER	220 141000		2025/11	2,086.00
				6884946	PW STOCK ORDER-	220 141000		2025/11	489.30
				6887751	PW STOCK ORDER	220 141000		2025/11	11,052.00
						Total For Check # 328673			13,627.30
05/08/2025	328675	1322 GEM DIRT, LLC		43550	43550 02/12/2025	2205400 570150	2254400	2025/11	324.00
						Total For Check # 328675			324.00
05/08/2025	328681	79 GREEN ACRE SOD FARMS		9048	BL;ANKET PO FOR BERMUDA SOD	2205400 570150	2254400	2025/11	190.00
				9162	BL;ANKET PO FOR BERMUDA SOD	2205400 570150	2254400	2025/11	190.00
				9357	BL;ANKET PO FOR BERMUDA SOD	2205400 570150	2254400	2025/11	95.00
				9353	BL;ANKET PO FOR BERMUDA SOD	2205400 570150	2254400	2025/11	235.00
				9358	BL;ANKET PO FOR BERMUDA SOD	2205400 560230		2025/11	47.50

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				9050	BL;ANKET PO FOR BERMUDA SOD	2205400 560270		2025/11	95.00
				9354	BL;ANKET PO FOR BERMUDA SOD	2205400 570150	2254400	2025/11	345.00
				9362	BL;ANKET PO FOR BERMUDA SOD	2205400 560230		2025/11	95.00
Total For Check # 328681									1,292.50
05/08/2025	328683	369 HAYNES EQUIPMENT CO		INV8131294	HEP0008432: Lock Washer	2205415 560410		2025/11	15,203.93
Total For Check # 328683									15,203.93
05/08/2025	328684	4978 HIPOWER SYSTEMS OKLAHOMA, LLC		2025-108	BLANKET PO FOR GLASS REPAIR	2205415 540280		2025/11	2,866.66
Total For Check # 328684									2,866.66
05/08/2025	328685	1582 IMPERIAL LLC		2870:8106704	2870:8106704 04/08/2025	2205305 560230		2025/11	25.12
Total For Check # 328685									25.12
05/08/2025	328686	115 INCOG		226897	226897 04/01/2025	2201700 530850		2025/11	11,322.50
Total For Check # 328686									11,322.50
05/08/2025	328687	4736 DUSTIN MANLY		10000495	10000495 05/01/2025	2205410 540070		2025/11	270.00
Total For Check # 328687									270.00
05/08/2025	328688	3537 J & J BOWERS LAWN CARE		50425	50425 APRIL 28, 2025	2205305 540280		2025/11	7,163.00
Total For Check # 328688									7,163.00
05/08/2025	328693	124 KIMS INTERNATIONAL		0150840-IN	BLANKET PO FOR MISC. FITTINGS	2205415 560200		2025/11	7.12
				0150837-IN	BLANKET PO FOR MISC. FITTINGS	2205410 560230		2025/11	80.58
Total For Check # 328693									87.70
05/08/2025	328694	1124 KIVELL,RAYMENT AND FRANCIS, P.C.		1509.188	1509.188 PROJ 2154300 APRIL 30, 2025	2205415 570080	2154300	2025/11	1,150.00

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						Total For Check # 328694								1,150.00
05/08/2025	328695	1052 L&W SUPPLY CORPORATION		1011662734-001A	BLANKET PO FOR BUILDING SUPPLIES	2205120 570150	2551150	2025/11	954.37					
						Total For Check # 328695								954.37
05/08/2025	328703	25 NAPA AUTO PARTS		015303	4326873RX	2205100 560200		2025/11	-226.10					
				015318	HA15001500250	2201700 560230		2025/11	14.20					
				015318	HTSQ15001500120	2201700 560230		2025/11	70.51					
				015328	789DEF	2205010 560200		2025/11	1,066.56					
				15334	7230	2205010 560200		2025/11	143.98					
				15334	109994K	2205010 560200		2025/11	26.79					
				15334	29558329	2205010 560200		2025/11	112.31					
				15334	6100	2205010 560200		2025/11	8.35					
				15334	ATFBULK	2205010 560210		2025/11	168.48					
				15335	388BDM	2205010 560190		2025/11	1,094.12					
				15335	205	2205010 560200		2025/11	106.68					
				15337	615	2205305 560230		2025/11	45.90					
				15338	2260004	2205305 560200		2025/11	57.13					
				15339	6771	2205010 560200		2025/11	45.94					
				15339	6770	2205010 560200		2025/11	80.05					
				15339	FR11110	2205010 560200		2025/11	14.58					
				15339	FF63041NN	2205010 560200		2025/11	46.41					
				15339	K371017	2205010 560200		2025/11	77.14					
				15339	1748XD	2205010 560200		2025/11	36.67					
				15339	15W40BULK	2205010 560210		2025/11	107.01					
				15340	2253989	2205010 560200		2025/11	65.92					
				15340	2272926	2205010 560200		2025/11	141.82					
				15340	6771	2205010 560200		2025/11	45.94					
				15340	6770	2205010 560200		2025/11	80.05					

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			15340	7680		2205010 560200		2025/11	21.96
			15340	15W40BULK		2205010 560210		2025/11	125.46
			15342	F000184		2205210 560190		2025/11	171.58
			15343	4329012482		2205010 560200		2025/11	118.76
			15347	388BDM		2205010 560190		2025/11	547.06
			15347	205		2205010 560200		2025/11	53.34
			15348	20180392000		2205010 560200		2025/11	109.38
			15360	5315Y101		2205400 560200		2025/11	82.98
			015218	FT7867		2205200 560200		2025/11	68.43
			015219	9276		2205405 560200		2025/11	27.11
			015219	7750S		2205405 560200		2025/11	13.22
			015219	SU20768		2205405 560200		2025/11	74.36
			015219	550049483		2205405 560210		2025/11	13.16
			015219	773780		2205405 560210		2025/11	68.76
			015223	891350		2205400 560200		2025/11	46.48
			015224	7551		2205405 560200		2025/11	116.40
			015224	7551		2205405 560200		2025/11	18.00
			015224	7551		2205405 560200		2025/11	-18.00
			015228	RE198488		2205405 560200		2025/11	59.12
			015232	8478AAA		2205410 560200		2025/11	129.51
			015232	8478AAA		2205410 560200		2025/11	18.00
			015232	8478AAA		2205410 560200		2025/11	-18.00
			015236	891350		2205400 560200		2025/11	46.48
			015239	8490AAA		2205120 560200		2025/11	129.51
			015239	8490AAA		2205120 560200		2025/11	18.00
			015240	433414		2205120 560240		2025/11	299.68
			015409	1372		2205305 560200		2025/11	4.15
			015409	230266		2205305 560200		2025/11	10.44

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			015409	200697		2205305 560200		2025/11	27.00
			015409	20811		2205305 560210		2025/11	23.61
			015409	115		2205305 560210		2025/11	14.44
			015409	5W30BULK		2205305 560210		2025/11	26.67
			015409	81464		2205305 560230		2025/11	12.79
			015420	230266		2205400 560200		2025/11	10.44
			015420	300458		2205400 560200		2025/11	45.66
			015420	7151		2205400 560200		2025/11	14.72
			015420	209562		2205400 560200		2025/11	6.23
			015420	200905		2205400 560200		2025/11	19.93
			015420	15W40BULK		2205400 560210		2025/11	55.35
			015420	7680		2205400 560230		2025/11	21.96
			015431	36RM72		2205305 560200		2025/11	142.68
			015431	30039421		2205305 560200		2025/11	281.76
			015431	26RM68		2205305 560200		2025/11	160.72
			015431	30054717		2205305 560200		2025/11	326.95
			015431	36RM84		2205305 560200		2025/11	109.38
			015431	30039431		2205305 560200		2025/11	216.38
			015431	49005		2205305 560200		2025/11	16.48
			015432	388BDM		2205010 560190		2025/11	273.53
			015432	205		2205010 560190		2025/11	26.67
			015434	HDRTU1GAL		2205010 560200		2025/11	51.48
			015435	HDRTU1GAL		2205010 560200		2025/11	-51.48
			015442	264260		2205010 560200		2025/11	61.28
			015442	OS30750R		2205010 560200		2025/11	48.59
			015444	WWFDRUM		2205120 560230		2025/11	182.64
			015362	109994K		2205010 560200		2025/11	-26.79
			015362	4329012482		2205010 560200		2025/11	-118.76

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			015370	XKAN00030		2205400 560200		2025/11	13.32
			015370	11FQ93740		2205400 560200		2025/11	11.10
			015370	XJAU01515		2205400 560200		2025/11	42.21
			015370	XJAU01190		2205400 560200		2025/11	132.21
			015370	1568		2205400 560200		2025/11	6.85
			015370	6671		2205400 560200		2025/11	24.85
			015370	6672		2205400 560200		2025/11	18.19
			015370	15W40BULK		2205400 560210		2025/11	44.28
			015374	HSH120		2205305 560200		2025/11	266.52
			015376	HF5005		2201700 560240		2025/11	197.80
			015377	7750S		2205305 560200		2025/11	13.22
			015377	7182		2205305 560200		2025/11	9.81
			015377	3965		2205305 560200		2025/11	30.11
			015377	DZ128543		2205305 560200		2025/11	65.39
			015377	DZ115390		2205305 560200		2025/11	55.67
			015377	600564		2205305 560200		2025/11	31.00
			015377	2331		2205305 560200		2025/11	21.45
			015377	2330		2205305 560200		2025/11	32.63
			015377	15W40BULK		2205305 560210		2025/11	70.11
			015382	9832		2205403 560210		2025/11	4.62
			015382	85905		2205403 560210		2025/11	47.77
			015389	12606671		2205404 560200		2025/11	76.73
			015399	D1050CF		2205120 560230		2025/11	52.77
			015401	1J50897644		2205305 560200		2025/11	2,407.92
						Total For Check # 328703			11,442.61
05/08/2025	328704		015298	3166		2205405 560200		2025/11	5.29
			015298	2801		2205405 560200		2025/11	30.07
			015311	7060		2205210 560200		2025/11	4.15

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			015311		5W20BULK	2205210 560210		2025/11	23.66
			015319		HTSQ15001500120	2201700 560230		2025/11	31.33
			015322		22923605	2205210 560200		2025/11	29.56
			015325		HBR4	2205120 560230		2025/11	22.42
			015329		60221B	2205210 560200		2025/11	19.96
			015330		13511029	2205210 560200		2025/11	37.50
			015331		118384	2205210 560200		2025/11	37.78
			015333		W5202	2205400 560230		2025/11	12.18
			015333		440	2205400 560230		2025/11	21.10
			15336		789DEF	2205410 560210		2025/11	11.11
			15344		789DEF	2205410 560210		2025/11	11.11
			15345		26PB	2205305 560230		2025/11	10.04
			15346		2413	2205010 560200		2025/11	5.56
			15350		ECR2032BP	2205120 560230		2025/11	4.83
			15351		ECR2450BP	2205120 560230		2025/11	4.33
			15351		ECR2032BP	2205120 560230		2025/11	-4.83
			15355		9080XXL	2201700 560230		2025/11	16.67
			15356		5543095	2205403 560200		2025/11	0.01
			015206		24897	2205010 560200		2025/11	11.92
			015207		CSS9018SB	2205010 560200		2025/11	11.16
			015208		05103	2205400 560200		2025/11	6.87
			015213		982	2205210 560200		2025/11	44.31
			015214		40510D	2205120 560230		2025/11	37.77
			015215		SW050	2205210 560230		2025/11	3.16
			015217		0113551030	2205210 560200		2025/11	6.18
			015221		ECR2450BP	2205120 560200		2025/11	4.33
			015222		7701755	2205403 560200		2025/11	3.98
			015225		1200	2205405 560200		2025/11	-18.68

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			015226	K327224210		2205405 560200		2025/11	-20.90
			015227	K327224210		2205405 560200		2025/11	-20.90
			015233	91441		2205400 560200		2025/11	7.77
			015241	8490AAA		2205120 560200		2025/11	-18.00
			015402	7701755		2205010 560230		2025/11	1.99
			015404	ZXG051		2205305 560210		2025/11	33.60
			015405	789DEF		2205400 560210		2025/11	11.11
			015413	BKMAT1415UL		2205120 560230		2025/11	13.87
			015425	728204		2205403 560200		2025/11	6.23
			015433	NP18		2205410 560200		2025/11	7.82
			015437	9080XL		2205120 560230		2025/11	15.56
			015361	60221B		2205400 560200		2025/11	19.96
			015371	RTU1GAL		2205400 560210		2025/11	8.61
			015375	6672		2205400 560200		2025/11	18.19
			015391	FA110G		2205305 560200		2025/11	18.52
			015392	FA110G		2205305 560200		2025/11	18.52
			015393	FA110G		2205305 560200		2025/11	18.52
			015394	FA110G		2205305 560200		2025/11	18.52
			015395	FA110G		2205305 560200		2025/11	18.52
			015396	AHDWMMPHDC1		2205305 560230		2025/11	14.80
			015396	G16402		2205305 560230		2025/11	8.02
			015400	3096932		2205400 560210		2025/11	26.79
			015400	MT1115		2205400 560230		2025/11	6.16
					Total For Check # 328704				678.11
05/08/2025	328706	98 OKLAHOMA NATURAL GAS CO	111532618 04252025	210121530 1115326 18 APRIL 25 2025 5400 S 193RD E		2205415 550240		2025/11	29.54
				254063282 04252025	210121530 2540632 82 APRIL 25 2025 2950N 37TH ST	2205415 550240		2025/11	32.54
				267118718 04222025	213920474 2671187 18 APRIL 22 2025	2205120 550240		2025/11	242.41

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				114920245 04292025	1688 W DETROIT 210157886 1149202 45 APR 29, 2025 3515 E DEERBORN	2205415 550240		2025/11	31.86
						Total For Check # 328706			336.35
05/08/2025	328708	1218 ORACLE AMERICA INC		101240673	PROJECT MANAGEMENT SUBJECT	2205410 570150	2154200	2025/11	1,155.00
				101074563	PROJECT MANAGEMENT SUBJECT	2205410 570150	2154200	2025/11	1,155.00
						Total For Check # 328708			2,310.00
05/08/2025	328710	232 PREFERRED BUSINESS SYSTEMS		INV259199	INV259199 APRIL 2025 OVERAGES	2205010 540550		2025/11	180.77
				INV259199	INV259199 APRIL 2025 OVERAGES	2205406 540550		2025/11	198.05
						Total For Check # 328710			378.82
05/08/2025	328711	736 PENSKE COMMERCIAL VEHICLES US LLC		12584023	UNIT 2002 - JEFF	2205403 540200		2025/11	738.50
						Total For Check # 328711			738.50
05/08/2025	328712	5333 PRODIGY LAWN & LANDSCAPE INC		3901	3901 MAY 5, 2025	2205305 540280		2025/11	4,997.00
						Total For Check # 328712			4,997.00
05/08/2025	328715	4816 RIVER CITY HYDRAULICS INC	57864		CITY COUNCIL APPROVED 09/03/24 (PLACE HOLDER)	2205010 570020	2550110	2025/11	432,612.55
			57865		CITY COUNCIL APPROVED 09/03/24 (PLACE HOLDER)	2205010 570020	2550110	2025/11	432,612.55
						Total For Check # 328715			865,225.10
05/08/2025	328718	84 SAF T GLOVE INC		1037118-00	PW STOCK	220 141000		2025/11	639.00
				1037231-00	PW STOCK	220 141000		2025/11	167.96
						Total For Check # 328718			806.96
05/08/2025	328721	969 SHERWOOD CONSTRUCTION CO INC	270357		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	1,094.43
			270456		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	623.71

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			270455		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	1,192.64
			270575		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	942.67
			270574		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	854.71
			270573		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	1,222.21
			270677		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	711.39
			270814		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	773.80
			270813		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	376.78
			270945		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	314.83
			270944		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	1,340.65
			271604		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	886.58
			270306		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	2,151.29
			271603		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	856.28
			271745		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	2,304.06
			271746		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	1,033.38
			272024		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	553.71
			272023		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	865.78
			272169		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	631.06
			272454		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	1,385.26
			272834		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	1,354.60
			273586		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	652.93
			273476		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	716.80
			273714		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	1,063.43
			273713		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	308.53
			273838		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	262.33
			273836		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	1,977.94
			273835		PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	364.18
			275554		PRIMARY BLANKET FOR 8" SURGE ROCK	2205305 560270		2025/11	199.38

Total For Check # 328721

27,015.34

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
05/08/2025	328722			83697	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	1,288.04
				83684	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	2,136.86
				83691	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	2,548.58
				83688	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	1,313.42
				83694	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	2,186.21
				83672	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	2,177.04
				83695	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	1,307.78
						Total For Check # 328722			12,957.93
05/08/2025	328729	234 STOREY TOWING LLC		57948	57948 05/02/2025	2205400 540200		2025/11	171.00
						Total For Check # 328729			171.00
05/08/2025	328731	533 BROKEN ARROW INSURANCE AGENCY INC		3055208	3055208	2201700 550760		2025/11	62.50
						Total For Check # 328731			62.50
05/08/2025	328733	1105 TRAFFIC ENGINEERING CONSULTANTS INC		15053	15053 07/16/2024	2205205 530870		2025/11	4,000.00
				15087	CAPACITY ANALYSIS ST1710 OLIVE & ALBANY TO KENOSHA	2205205 530870		2025/11	4,500.00
						Total For Check # 328733			8,500.00
05/08/2025	328735	4478 TRANSCO SUPPLY COMPANY INC		1061341	PW STOCK	220 141000		2025/11	226.50
						Total For Check # 328735			226.50
05/08/2025	328736			1061342	pad locks for derriel	220 141000		2025/11	937.44
						Total For Check # 328736			937.44
05/08/2025	328743	54 TULSA NEW HOLLAND		561995	ANGLE BROOM PROJECT# 2554430 (SOURCEWELL#082923)	2205410 570040	2554430	2025/11	8,443.00
						Total For Check # 328743			8,443.00
05/08/2025	328745	4962 TULSA WINWATER CO.		032560 01	12X1 SADDLES PER CHRIS	2205400 560400		2025/11	1,089.93

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT					
						Total For Check # 328745								1,089.93
05/08/2025	328746	1808	TULSA'S GREEN COUNTRY STAFFING	109061	109061	2205120 550370		2025/11	702.10					
				109062	109062	2205120 550370		2025/11	652.80					
				109060	109060	2205115 550370		2025/11	2,785.28					
				109142	109142 05/02/2025	2205115 550370		2025/11	3,481.60					
						Total For Check # 328746								7,621.78
05/08/2025	328747	1496	TWIN CITIES READY MIX INC	302902	BLANKET PO FOR CONCRETE	2205400 560270		2025/11	290.00					
				302904	BLANKET PO FOR CONCRETE	2205400 560270		2025/11	145.00					
				302903	BLANKET PO FOR CONCRETE	2205400 560270		2025/11	435.00					
				302809	BLANKET PO FOR CONCRETE	2205415 560270		2025/11	797.50					
				302554	BLANKET PO FOR CONCRETE	2205400 560270		2025/11	715.50					
				302811	BLANKET PO FOR CONCRETE	2205400 560270		2025/11	362.50					
				302810	BLANKET PO FOR CONCRETE	2205400 560270		2025/11	145.00					
				302723	BLANKET PO FOR CONCRETE	2205400 560270		2025/11	145.00					
				302555	BLANKET PO FOR CONCRETE	2205400 560270		2025/11	290.00					
				302558	BLANKET PO FOR CONCRETE	2205305 560270		2025/11	326.00					
				302553	BLANKET PO FOR CONCRETE	2205400 560270		2025/11	412.50					
				302556	BLANKET PO FOR CONCRETE	2205400 560270		2025/11	435.00					
				302552	BLANKET PO FOR CONCRETE	2205400 560270		2025/11	217.50					

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				302557	BLANKET PO FOR CONCRETE	2205400 570150	WL23040	2025/11	507.50
Total For Check # 328747									
05/08/2025	328751	744 UNITED RENTALS, INC		245479095-001	REPLACE PO#22502438 / NEEDS TO BE AMOUNT NOT QTY	2205400 540320		2025/11	1,440.00
				245479095-003	REPLACE PO#22502438 / NEEDS TO BE AMOUNT NOT QTY	2205400 540320		2025/11	226.76
				245479095-002	REPLACE PO#22502438 / NEEDS TO BE AMOUNT NOT QTY	2205400 540320		2025/11	1,697.00
				246864542-001	246864542-001 04/25/2025	2205415 540320		2025/11	2,456.46
				246864591-001	246864591-001 04/25/2025	2205415 540320		2025/11	793.00
Total For Check # 328751									
05/08/2025	328752	3262 HD SUPPLY, INC		INV00688006	INV00688006 04/21/2025	2205404 560340		2025/11	134.00
Total For Check # 328752									
05/08/2025	328753	44 UTILITY SUPPLY		205487	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	22,706.89
				205786	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	700.00
				206020	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	4,798.00
				206185	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	9,055.00
				207938	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	792.40
				206539	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	11,283.20
				207240	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	62.00
				207492	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	8,109.56
				207418	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	36.00
				207419	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	41.70
				207584	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	1,912.40
				207585	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	96.00
				207693	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	2,044.60
				207935	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	576.48
				207936	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	14,232.00

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				208019	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	4,368.85
				208178	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	660.00
				208180	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	383.00
				208408	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	324.50
				208467	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	10,450.72
				208468	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	579.00
				206186	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	9,652.52
				206187	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	454.00
				206295	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	138.00
				206296	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	457.00
				206538	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	28,499.71
				206298	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	320.00
				206334	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	1,126.00
				206472	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	553.05
				206474	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	824.00
				207133	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	62.85
				207081	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	2,931.30
				206730	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	3,608.00
				206912	PRJ 22500439 PA 3 S.23030 4/17/2025	2205415 570150	S.23030	2025/11	1,260.00
							Total For Check # 328753		143,098.73
05/08/2025	328754	1169 VERIZON		6111579459	521088636-00001 MAR/APR 2025 6111579459	2205404 550540		2025/11	60.01
							Total For Check # 328754		60.01
05/08/2025	328758	385 WATKINS SAND COMPANY INC		38597X	BLANKET PO FOR BACKFILL SAND & MASONRY SAND	2205400 560270		2025/11	985.00
				38597X	BLANKET PO FOR BACKFILL SAND & MASONRY SAND	2205400 570150	2254400	2025/11	498.00
				38828X	BLANKET PO FOR BACKFILL SAND & MASONRY SAND	2205400 570150	2254400	2025/11	1,386.00

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 328758			2,869.00
05/08/2025	328759	1576 WECO, INC		37555042525	37555042525 05/01/2025	2205120 530110		2025/11	2,785.00
						Total For Check # 328759			2,785.00
05/08/2025	328762	4190 WINDOWS XPRESS LLC		0004212025	0004212025 04/21/2025	2205405 540550		2025/11	225.00
						Total For Check # 328762			225.00
						Total For Fund 220			4,067,129.85
						Number of Invoices For Fund 220			839



City of Broken Arrow

Request for Action

File #: 25-691, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 5-20-2025

Title:

Award the lowest responsible bid to Cherokee Pride Construction, Inc. and approve and authorize execution of a construction contract for the South Park South Relief Line & Houston St. Trenchless Sanitary Sewer Rehabilitation (Project No. 2154280)

Background:

This project consists of the demolition of the South Park South Lift Station and installation of approximately 1,550 linear feet (LF) of 8" PVC to serve as a relief line to the South Park South Lift Station. This project also includes a 125 LF trenchless installation of 8" PVC crossing underneath East Houston Street. Project also includes erosion control, water crossings, manhole installations and rehabilitations, post-construction testing, and other utility construction activities. The project is located at the South Park South Lift Station South of the intersection of E. Tucson Street and S. 161st E. Avenue as well as on E. Houston Street West of S. 161st E. Avenue in Broken Arrow, OK. Construction time will be One Hundred Seventy (170) calendar days.

The project was advertised on April 22nd and 29th, 2025. An optional Pre-Bid Meeting was held virtually on May 6th, 2025. There were four (4) bids received on May 13th, 2025. The Certified Bid Tabulation is attached. The lowest responsible bid was Cherokee Pride Construction, Inc. for a Bid of \$789,310.00. The Engineer's Estimate for the Bid is \$1,495,162.00

Cost: \$789,310.00

Funding Source: OWRB Loan

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

Approved By: City Manager's Office

Attachments: South Park South Relief Line & Houston St. Trenchless Sanitary Sewer Rehabilitation
Certified Bid Tabulation

Recommendation:

Award the lowest responsible bid to Cherokee Pride Construction, Inc. and approve and authorize execution of a construction contract for the South Park South Relief Line & Houston St. Trenchless Sanitary Sewer Rehabilitation (Project No. 2154280)

South Park South Relief line & Houston St. Trenchless Sanitary Sewer Rehabilitation (#9637572)															
Owner: Broken Arrow, City of Solicitor: Broken Arrow, City of 05/13/2025 01:45 PM CDT															
					Engineer Estimate			Cherokee Pride Construction Inc./ Sapulpa, ok		Bolding Construction LLC		TimberWolf Excavating LLC		Circle B Underground LLC	
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price
1	BA310	R.O.W. CLREARING AND RESTORING	Ln Ft	2300	\$28.60	\$65,780.00	\$5.00	\$11,500.00	\$4.00	\$9,200.00	\$15.00	\$34,500.00	\$24.00	\$55,200.00	
2	BA311B	ROCK EXCAVATION	Cu Yd	290	\$275.00	\$79,750.00	\$50.00	\$14,500.00	\$100.00	\$29,000.00	\$85.00	\$24,650.00	\$436.00	\$126,440.00	
3	SPECIAL	SOLID SLAB SODDING	Sq Yd	1090	\$8.80	\$9,592.00	\$4.00	\$4,360.00	\$10.00	\$10,900.00	\$6.50	\$7,085.00	\$7.00	\$7,630.00	
4	BA650	8" GRAVITY SEWER (PVC SDR-35)	Ln Ft	476	\$236.50	\$112,574.00	\$85.00	\$40,460.00	\$120.00	\$57,120.00	\$130.00	\$61,880.00	\$174.00	\$82,824.00	
5	BA650	8" GRAVITY SEWER (PVC SDR-35)	Ln Ft	1622	\$253.00	\$410,366.00	\$95.00	\$154,090.00	\$75.00	\$121,650.00	\$128.00	\$207,616.00	\$181.00	\$293,582.00	
6	BA650	8" GRAVITY SEWER (PVC SDR-35), TRENCHLESS	Ln Ft	122	\$330.00	\$40,260.00	\$600.00	\$73,200.00	\$85.00	\$10,370.00	\$120.00	\$14,640.00	\$1,005.00	\$122,610.00	
7	230(A)	4 FOOT ID MANHOLE W/ STANDARD LID	Ea	14	\$7,150.00	\$100,100.00	\$5,000.00	\$70,000.00	\$7,000.00	\$98,000.00	\$4,850.00	\$67,900.00	\$6,852.00	\$95,928.00	
8	303(A)	4 FOOT ID MANHOLE EXTENSION EXTRA FOOT DEPTH	VF	91	\$550.00	\$50,050.00	\$200.00	\$18,200.00	\$375.00	\$34,125.00	\$650.00	\$59,150.00	\$541.00	\$49,231.00	
9	SPECIAL	CONNECTION TO EXISTING MANHOLE	Ea	3	\$3,300.00	\$9,900.00	\$1,000.00	\$3,000.00	\$1,500.00	\$4,500.00	\$2,500.00	\$7,500.00	\$3,518.00	\$10,554.00	
10	BASS08	EXTERNAL DROP CONNECTION TO MANHOLE	Ea	1	\$550.00	\$550.00	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00	\$9,500.00	\$9,500.00	\$6,863.00	\$6,863.00	
11	BA642	CONSTRUCTION STAKING	LS	1	\$11,000.00	\$11,000.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$8,500.00	\$8,500.00	\$4,725.00	\$4,725.00	
12	SPECIAL	BORE AND 20" STEEL CASING (1/4" WALL THICKNESS)	Ln Ft	320	\$880.00	\$281,600.00	\$500.00	\$160,000.00	\$300.00	\$96,000.00	\$850.00	\$272,000.00	\$800.00	\$256,000.00	
13	601(A)	TYPE I RIPRAP	TONS	85	\$110.00	\$9,350.00	\$100.00	\$8,500.00	\$150.00	\$12,750.00	\$120.00	\$10,200.00	\$127.00	\$10,795.00	
14	SPECIAL	SILT FENCE	Ln Ft	2000	\$4.40	\$8,800.00	\$1.00	\$2,000.00	\$7.00	\$14,000.00	\$5.00	\$10,000.00	\$4.00	\$8,000.00	
15	221(B)	SILT DIKE	Ln Ft	400	\$11.00	\$4,400.00	\$5.00	\$2,000.00	\$7.00	\$2,800.00	\$10.00	\$4,000.00	\$9.00	\$3,600.00	
16	SPECIAL	CONCRETE PIERS	Ea	6	\$27,500.00	\$165,000.00	\$10,000.00	\$60,000.00	\$25,000.00	\$150,000.00	\$8,500.00	\$51,000.00	\$7,350.00	\$44,100.00	
17	SPECIAL	CONCRETE PLUG	Ea	2	\$770.00	\$1,540.00	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00	\$2,100.00	\$4,200.00	\$4,069.00	\$8,138.00	
18	SPECIAL	4 FOOT ID SOLVENTLESS EPOXY MANHOLE COATING	VF	200	\$27.50	\$5,500.00	\$500.00	\$100,000.00	\$400.00	\$80,000.00	\$480.00	\$96,000.00	\$457.00	\$91,400.00	
19	BA303C	PLAIN CONCRETE (CONCRETE CRADLE/ENCASEMENT)	Ln Ft	10	\$880.00	\$8,800.00	\$100.00	\$1,000.00	\$200.00	\$2,000.00	\$400.00	\$4,000.00	\$473.00	\$4,730.00	
20	SPECIAL	LIFT STATION DEMOLITION (COMPLETE)	LS	1	\$60,500.00	\$60,500.00	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$63,500.00	\$63,500.00	\$46,725.00	\$46,725.00	
21	BA108	LEAKAGE TEST	LS	1	\$8,250.00	\$8,250.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$7,875.00	\$7,875.00	
22	BA108	DEFLECTION TEST	LS	1	\$8,250.00	\$8,250.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$8,925.00	\$8,925.00	
23	BA108	MANHOLE TEST	LS	1	\$8,250.00	\$8,250.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$6,500.00	\$6,500.00	\$11,025.00	\$11,025.00	
24	SPECIAL	ALLOWANCE (\$35,000)	LS	1	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	
Base Bid Total:					\$1,495,162.00		\$789,310.00		\$799,915.00		\$1,066,821.00		\$1,391,900.00		

I Certify this is a true and correct Tabulation of Bids Received at 1:45 on May 13, 2025. This Document does not imply that the contract will be awarded to any particular bidder.
The City of Broken Arrow reserves the right to accept any and all bids.

Charlie Bright

Charlie Bright, P.E.
Director of Engineering & Construction

South Park South Relief line & Houston St. Trenchless Sanitary Sewer Rehabilitation (#9637572)															
Owner: Broken Arrow, City of Solicitor: Broken Arrow, City of 05/13/2025 01:45 PM CDT															
					Engineer Estimate			Cherokee Pride Construction Inc./ Sapulpa, ok		Bolding Construction LLC		TimberWolf Excavating LLC		Circle B Underground LLC	
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price
1	BA310	R.O.W. CLREARING AND RESTORING	Ln Ft	2300	\$28.60	\$65,780.00	\$5.00	\$11,500.00	\$4.00	\$9,200.00	\$15.00	\$34,500.00	\$24.00	\$55,200.00	
2	BA311B	ROCK EXCAVATION	Cu Yd	290	\$275.00	\$79,750.00	\$50.00	\$14,500.00	\$100.00	\$29,000.00	\$85.00	\$24,650.00	\$436.00	\$126,440.00	
3	SPECIAL	SOLID SLAB SODDING	Sq Yd	1090	\$8.80	\$9,592.00	\$4.00	\$4,360.00	\$10.00	\$10,900.00	\$6.50	\$7,085.00	\$7.00	\$7,630.00	
4	BA650	8" GRAVITY SEWER (PVC SDR-35)	Ln Ft	476	\$236.50	\$112,574.00	\$85.00	\$40,460.00	\$120.00	\$57,120.00	\$130.00	\$61,880.00	\$174.00	\$82,824.00	
5	BA650	8" GRAVITY SEWER (PVC SDR-35)	Ln Ft	1622	\$253.00	\$410,366.00	\$95.00	\$154,090.00	\$75.00	\$121,650.00	\$128.00	\$207,616.00	\$181.00	\$293,582.00	
6	BA650	8" GRAVITY SEWER (PVC SDR-35),TRENCHLESS	Ln Ft	122	\$330.00	\$40,260.00	\$600.00	\$73,200.00	\$85.00	\$10,370.00	\$120.00	\$14,640.00	\$1,005.00	\$122,610.00	
7	230(A)	4 FOOT ID MANHOLE W/ STANDARD LID	Ea	14	\$7,150.00	\$100,100.00	\$5,000.00	\$70,000.00	\$7,000.00	\$98,000.00	\$4,850.00	\$67,900.00	\$6,852.00	\$95,928.00	
8	303(A)	4 FOOT ID MANHOLE EXTENSION EXTRA FOOT DEPTH	VF	91	\$550.00	\$50,050.00	\$200.00	\$18,200.00	\$375.00	\$34,125.00	\$650.00	\$59,150.00	\$541.00	\$49,231.00	
9	SPECIAL	CONNECTION TO EXISTING MANHOLE	Ea	3	\$3,300.00	\$9,900.00	\$1,000.00	\$3,000.00	\$1,500.00	\$4,500.00	\$2,500.00	\$7,500.00	\$3,518.00	\$10,554.00	
10	BASS08	EXTERNAL DROP CONNECTION TO MANHOLE	Ea	1	\$550.00	\$550.00	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00	\$9,500.00	\$9,500.00	\$6,863.00	\$6,863.00	
11	BA642	CONSTRUCTION STAKING	LS	1	\$11,000.00	\$11,000.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$8,500.00	\$8,500.00	\$4,725.00	\$4,725.00	
12	SPECIAL	BORE AND 20" STEEL CASING (1/4" WALL THICKNESS)	Ln Ft	320	\$880.00	\$281,600.00	\$500.00	\$160,000.00	\$300.00	\$96,000.00	\$850.00	\$272,000.00	\$800.00	\$256,000.00	
13	601(A)	TYPE I RIPRAP	TONS	85	\$110.00	\$9,350.00	\$100.00	\$8,500.00	\$150.00	\$12,750.00	\$120.00	\$10,200.00	\$127.00	\$10,795.00	
14	SPECIAL	SILT FENCE	Ln Ft	2000	\$4.40	\$8,800.00	\$1.00	\$2,000.00	\$7.00	\$14,000.00	\$5.00	\$10,000.00	\$4.00	\$8,000.00	
15	221(B)	SILT DIKE	Ln Ft	400	\$11.00	\$4,400.00	\$5.00	\$2,000.00	\$7.00	\$2,800.00	\$10.00	\$4,000.00	\$9.00	\$3,600.00	
16	SPECIAL	CONCRETE PIERS	Ea	6	\$27,500.00	\$165,000.00	\$10,000.00	\$60,000.00	\$25,000.00	\$150,000.00	\$8,500.00	\$51,000.00	\$7,350.00	\$44,100.00	
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18	SPECIAL	4 FOOT ID SOLVENTLESS EPOXY MANHOLE COATING	VF	200	\$27.50	\$5,500.00	\$500.00	\$100,000.00	\$400.00	\$80,000.00	\$480.00	\$96,000.00	\$457.00	\$91,400.00	
19	BA303C	PLAIN CONCRETE (CONCRETE CRADLE/ENCASEMENT)	Ln Ft	10	\$880.00	\$8,800.00	\$100.00	\$1,000.00	\$200.00	\$2,000.00	\$400.00	\$4,000.00	\$473.00	\$4,730.00	
20	SPECIAL	LIFT STATION DEMOLITION (COMPLETE)	LS	1	\$60,500.00	\$60,500.00	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$63,500.00	\$63,500.00	\$46,725.00	\$46,725.00	
21	BA108	LEAKAGE TEST	LS	1	\$8,250.00	\$8,250.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$7,875.00	\$7,875.00	
22	BA108	DEFLECTION TEST	LS	1	\$8,250.00	\$8,250.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$8,925.00	\$8,925.00	
23	BA108	MANHOLE TEST	LS	1	\$8,250.00	\$8,250.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$6,500.00	\$6,500.00	\$11,025.00	\$11,025.00	
24	SPECIAL	ALLOWANCE (\$35,000)	LS	1	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	
Base Bid Total:					\$1,495,162.00		\$789,310.00		\$799,915.00		\$1,066,821.00		\$1,391,900.00		

I Certify this is a true and correct Tabulation of Bids Received at 1:45 on May 13, 2025. This Document does not imply that the contract will be awarded to any particular bidder.
The City of Broken Arrow reserves the right to accept any and all bids.

Charlie Bright

Charlie Bright, P.E.
Director of Engineering & Construction

**Public Contract
Application for
Contractual Changes
Contract Change Order #**

Project Name: Innovation District Lift Station Force main

Project Number: S24020, PO#22500660

PO Number: _____

Date of Application: _____

Contractor: Cooks Consulting, LLC

Submitted By: Justin Cook, PE

Summary of Change in Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

- 1) Provide Control Panel Parts in lieu of City Supplied Change Pumps to Flygt
- 2)

Change in Contractual Project Time:

- 1)
- 2)

Plan Sheets or Additional Documents Attached: Yes No Other: _____

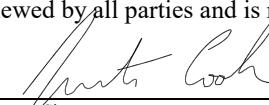
Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
25		Lift Station Control Panel Parts	LS	\$ 17,826.97	1	\$ 17,826.97
						\$ -
						\$ -
						Total Change Cost: \$ 17,826.97

Summary of Project Costs

Total Previous Change Orders:	\$ -	Original Contract Amount:	\$ 2,111,729.29
Current Change Order:	\$ 17,826.97	Amended Contract Amount:	\$ 2,129,556.26
Total Cost of Change Orders:	\$ 17,826.97	Percent Change in Contract:	0.84%
Total Cost Applicable to CBA:		Percent Change Applicable to CBA:	0.84%

Change Order Authorization

Change Order # <u>0</u> in the sum of: <u>\$ 17,826.97</u>	has been reviewed by all parties and is recommended for approval by:	
Contractor Submitting Change Order: <u>Justin Cook, PE</u>	 Name	4/23/2025 Date
Construction Division Manager: <u>Nathanael T. Kohl, PE</u>	 Name	4/24/2025 Date
Director of Engineering & Construction: <u>Charlie Bright, PE</u>	 Name	4/28/2025 Date
Assistant City Manager - Operations: <u>Kenneth D Schwab, PE</u>	 Name	4/29/2025 Date
City Manager: <u>Michael Spurgeon</u>	 Signature	 Date

This Change is Executed Through:

This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinance
 or
 This change to the contract documents was approved at the City Council/BAMA meeting held on: _____

Council Agenda Number: _____

City Clerk: _____

COST BREAKDOWN FOR WORK CHANGE DIRECTIVE NO. Cook-1

OWNER: Broken Arrow Municipal Authority **Date:**
Project: Innovations Lift Station 10/31/24
Project Number S24020
Contractor: Cook's Consulting LLC
Description of Work: Provide Control Panel parts in lieu of City Supplied
 Change Pumps to Flygt

Materials:

Items	Units	Cost	Quantity	Amount
				\$0.00
				\$0.00
			Total	\$0.00

Labor:

Job Title	Rate/Hr.	Total Hrs.	Amount
			\$0.00
			\$0.00
			\$0.00
		Total	\$0.00

Equipment:

Type	Cost/Day	Total Days	Amount
			\$ -
		Total	\$0.00

Subcontractors

Subcontractor	Units	Cost	Quantity	Amount
KBC Construction	LS	\$ 16,133.00	1	\$ 16,133.00
				\$ -
		Total		\$ 16,133.00

Contractor Cost	\$16,133.00
Contractor Insurance Cost .05%	\$80.67
Contractor Profit 10%	\$1,613.30
Contractor Total	\$17,826.97

Total Lump Sum Cost for Work Described	\$17,826.97
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 Justin Cook

Contractor's Signature

Printed Name: Justin Cook

COST BREAKDOWN FOR WORK CHANGE DIRECTIVE NO. KBC-1

OWNER: Broken Arrow Municipal Authority **Date:**
Project: Innovations Lift Station 10/31/24
Project Number S24020
Contractor: KBC Construction, Inc.
Description of Work: Provide Control Panel parts in lie of City Supplied
Change Pumps to Flygt

Materials:

Items	Units	Cost	Quantity	Amount
Cogent	LS	\$14,000.00	1	\$14,000.00
			Total	\$14,000.00

Labor:

Equipment:

Type	Cost/Day	Total Days	Amount
		Total	\$0.00

Subcontractors

Subcontractor	Units	Cost	Quantity	Amount
			Total	\$ -

Contractor Cost	\$14,600.00
Contractor Insurance Cost .05%	\$73.00
Contractor Profit 10%	\$1,460.00
Contractor Total	\$16,133.00

Total Lump Sum Cost for Work Described	\$16,133.00
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Stephen Chambers

Contractor's Signature

Printed Name: Stephen Chambers

ATTN: KBC Cosntruction
Project Name: Innovation District Lift Station
 Cogent Proposal No: OP-594918b

We are pleased to offer the following submersible pumping system components for your consideration.

- Wemco Chopper Pump (QTY 2 EA)
 - o Model 6x4 CFS3
 - o 40 HP / 480 V / 3 Phase
 - o 30' Submersible Cable
 - o Bronze Guide Shoe
 - o Cast Iron 90° Discharge Elbow
- Lifting System Accessories (2 Pumps)
 - o 120 FT - 3" SCH40 Guide Rail (316SS)
 - o 2 EA - Intermediate Guide Rail Bracket (316SS)
 - o 2 EA – Upper Guide Rail Bracket (316SS)
 - o 2 EA – Stainless Steel Cable Holder
 - o 70 FT - 3/8" Stainless Steel Lifting Chain
 - o 2 EA – Lifting Shackle Kit
- Control Panel
 - o NEMA 12 Rated Enclosure
 - o Triplex Pumping Capability
 - o Level Probe
 - o SCADA and integration
- Valves & Meter
 - o (2) 8" Plug Valve
 - o (2) 8" Swing Check Valve w/ Weighted Lever
 - o (1) 8" Flow Meter w/ converter

NOTES:

Estimated lead time is: 22-30 weeks after notice to proceed from documentation approval. See attached document schedule comments for proposed document schedule.

Price for above scope: \$158,000

Regards,

Joseph Henderson
jhenderson@cogentcompanies.com

Inside Sales Engineer

Cell: 918-301-1131

Change Order Options:

- Replace Wemco with Flygt Pumps (QTY 2 EA)
 - o Flygt Model FP 3171 HT 3~ 454
 - o 30 HP / 460 V / 3 Phase
 - o 50' Submersible Cable
 - o Cast Iron 90° Discharge Elbow
 - o Deduct \$2,000.00
- Control Panel
 - o Cogent providing Multismart with Nexicon controller components
 - o Add \$16,000.00

STANDARD TERMS AND CONDITIONS

Price does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Payment terms are net 30 days with approved credit. An interest charge of 1-1/2% per month will be added to balances over 30 days. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.