



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, October 7, 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. [25-46](#) Approval of the Broken Arrow Municipal Authority Meeting Minutes of September 16, 2025
- B. [25-1383](#) Acknowledgement of submittal of the Broken Arrow Municipal Authority's Water Supply Report for the month of August 2025
- C. [25-1384](#) Acknowledgement of submittal of the Broken Arrow Municipal Authority's Wastewater Discharge Monitoring Report for the month of August 2025
- D. [25-1343](#) Acknowledgement of submittal of the Broken Arrow Municipal Authority's Solid Waste and Recycling Report for August 2025
- E. [25-1432](#) Approval of and authorization to execute the engagement letter with Arledge & Associates to prepare and audit the FY 25 financial statements for year ending June 2025
- F. [25-1422](#) Approval of and authorization to execute an engagement letter with Crawford & Associates for fiscal year 2025-2026
- G. [25-1370](#) Approval of and authorization to execute Amendment No. 1 to the Professional Consultant Agreement with Holloway, Updike, and Bellen, Inc. (HUB) for On-Call Engineering Services

- H. [25-1372](#) Approval of and authorization to execute Amendment No. 1 to Agreement for Professional Consulting Services with Kimley-Horn and Associates, Inc. for Bixby Two-Way Emergency Waterline Connection, Wagoner County Rural Water District No. 4 Two-Way Emergency Waterline Connection, 24-Inch Waterline Loop-Waco to Elm, 16-Inch Waterline Loop- Florence to Miami (Project Numbers WL23060, WL23070, WL23080, WL23090)
- I. [25-1356](#) Approval of and authorization to execute the Professional Services Agreement for the 2025-2026 Quarterly Service Agreement at the Verdigris River Water Treatment Plant (VRWTP) with PSI Water Technologies, Inc
- J. [25-1371](#) Approval of and authorization to execute a Professional Consultant Agreement with Route 66 Engineering, LLC for New Orleans & 9th Street Sanitary Sewer Line (Project No. S.26040)
- K. [25-1348](#) Approval of and authorization to rescind the purchase of one (1) ¾ ton pickup from Carter Chevrolet and one (1) 1 ton service truck from Vance Chevrolet
- L. [25-1406](#) Approval of and authorization to purchase one (1) Ford F-150 4X4 crew cab pickup from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Utilities Department
- M. [25-1402](#) Approval of and authorization to purchase one (1) Ford F-550 4X4 extended cab Service Truck from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Utilities Department
- N. [25-1404](#) Approval of and authorization to purchase one (1) Ford F-150 4X4 crew cab pickup from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Utilities Department
- O. [25-1339](#) Award the lowest responsible bid to Cherokee Pride Construction, Inc. and approve and authorize execution of a construction contract for the Willow Springs Lift Station Relief Line (Project No. 2154300)
- P. [25-1340](#) Ratify the acceptance of and authorization to accept the Change Order No. 1 for the Lynn Lane Wastewater Treatment Plant Sludge Thickener Pump Replacement with Crossland Heavy Contractors, Inc. (2354180)
- Q. [25-1391](#) Ratification of the Claims List Check Register Dated September 29, 2025

4. Consideration of Items Removed from Consent Agenda

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

6. General Authority Business - NONE

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 #: 25-46, **Version:** 1

**Broken Arrow Municipal Authority
Meeting of: 10-07-2025**

Title:

Approval of the Broken Arrow Municipal Authority Meeting Minutes of September 16, 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: September 16, 2025 Broken Arrow Municipal Authority Minutes

Recommendation:

Approve the minutes of the September 16, 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, September 16, 2025

Council Chambers

1. Call to Order

Chairperson Debra Wimpee called the meeting to order at 8:26 p.m.

2. Roll Call

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

3. Consideration of Consent Agenda

- A. 25-45 Approval of the Broken Arrow Municipal Authority Meeting Minutes of September 2, 2025
- B. 25-1330 Approval of and authorization to execute Budget Amendment Number 6 for Fiscal Year 2026
- C. 25-1276 Approval of and authorization to execute Amendment No. 3 to Agreement for Professional Consulting Services with Professional Engineering Consultants, P.A. (PEC) for County Line Phase III Manhole Replacements (Project No. S.22060)
- D. 25-1278 Approval of and authorization to execute the third year of a three-year Enterprise Licensing Agreement with Environmental Systems Research Institute (ESRI) for software, products, and licenses
- E. 25-1291 Approval of and authorization to execute a Memorandum of Understanding between the Broken Arrow Municipal Authority (BAMA) and the Tulsa Authority for the Recovery of Energy (TARE) for the use of the Tulsa Green Waste Mulch site by Broken Arrow municipal departments
- F. 25-1296 Approval of and authorization to execute the Professional Services Agreement with HDR Engineering, Inc. for 2025 2026 Verdigris River Water Treatment Plant On Call Services
- G. 25-1319 Approval of and authorization to purchase one (1) 1-ton Service Truck, from Vance Chevrolet, pursuant to the Oklahoma State Contract
- H. 25-1324 Award the most advantageous bid to Tulsa Winnwater for Bid No. 26.105 Waterline Materials 12” Waco to Florence on 9th Street
- I. 25-1312 Ratification of the Claims List Check Register Dated September 08, 2025

MOTION: A motion was made by Lisa Ford, seconded by David Pickel

Move to approve the Consent Agenda

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 - NONE

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

6. General Authority Business

A. 25-1306 Consideration, discussion, and possible approval of Resolution 1702, a Resolution of the Broken Arrow Municipal Authority (the “Borrower”) authorizing a loan from the Oklahoma Water Resources Board in the total aggregate principal amount of not to exceed \$6,280,000; approving the issuance of a Series 2025B Promissory Note to Oklahoma Water Resources Board in the total aggregate principal amount of not to exceed \$6,280,000, secured by a pledge of revenues and authorizing its execution; designating a Local Trustee; approving and authorizing the execution of a Trust Agreement; approving and authorizing the execution of a Loan Agreement; approving and authorizing the execution of a Security Agreement; ratifying and confirming a Lease Agreement; ratifying and confirming a Sales Tax Agreement; approving and authorizing a Note Purchase Agreement; approving various covenants; approving and authorizing application to the Oklahoma Water Resources Board; approving and authorizing professional services agreements; approving and authorizing payment of fees and expenses; and containing other provisions relating thereto

Cindy Arnold, Director of Finance, presented Item 25-1306, Resolution 1702, which would allow the Broken Arrow Municipal Authority to refinance a 2015 Financial Assistance Program promissory note originally issued for \$11.9 million. The refinancing, through a new Series 2025B FAP loan not to exceed \$6.28 million, would generate about \$125,000 in net present value savings after fees and shorten the loan term by one year. Staff recommended approval and authorization to proceed with the resolution.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve Resolution 1702

The motion carried by the following vote:

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

7. Remarks and Inquiries by Governing Body Members - NONE

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

9. Executive Session - NONE

10. Adjournment

The meeting was adjourned at approximately 8:28 p.m.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
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 #: 25-1383, **Version:** 1

**Broken Arrow Municipal Authority
Meeting of: 10-07-2025**

Title:

Acknowledgement of submittal of the Broken Arrow Municipal Authority's Water Supply Report for the month of August 2025

Background:

In an effort to provide the Authority and the Public more information with respect to our community's water usage, the Utilities Department staff has prepared two reports: Total Water Supply Report and the Monthly Operational Report.

The Average Day usage through the end of August was 15.3 MGD. Total water treated at the plant up to the end of August was 474.9 million gallons (MG). Total water purchased from Tulsa for the month of August was 0.0 MG.

These reports will be updated on a monthly basis. Staff recommends the Authority acknowledge submittal of these Reports.

Cost: None
Funding Source: None
Requested By: Timothy S. Robins, PE, Utilities Department Director
Approved By: City Manager's Office
Attachments: Total Water Usage Report-August 2025
Monthly Operational Report-August 2025

Recommendation:

Acknowledge submittal of the August 2025 Monthly Water Supply Report

Total Water Usage - 2025

Day\Mon	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	8.5	9.0	9.9	10.2	10.2	11.7	12.2	14.3				
2	8.5	9.3	9.5	10.0	9.3	13.6	13.3	12.6				
3	9.2	9.5	9.7	9.8	9.9	12.0	13.0	13.7				
4	8.5	9.2	8.9	9.4	10.4	10.7	14.8	15.8				
5	8.3	8.6	9.8	9.0	10.8	11.8	13.2	16.1				
6	9.6	8.6	8.9	10.1	9.8	10.5	14.1	18.3				
7	10.1	9.3	9.1	11.0	9.5	10.2	15.6	17.4				
8	9.2	8.7	8.8	12.3	10.1	11.2	11.9	17.5				
9	9.3	9.1	9.3	11.7	10.0	12.0	12.4	17.0				
10	9.2	9.1	10.2	10.9	11.1	12.6	14.3	16.2				
11	10.2	8.4	9.7	11.4	11.1	11.7	15.5	17.2				
12	9.9	8.7	10.1	11.5	13.1	9.9	11.4	12.2				
13	10.6	9.2	11.0	13.0	12.9	11.0	11.3	15.6				
14	9.5	9.3	10.8	14.5	14.2	10.1	12.3	14.2				
15	9.4	8.9	10.9	12.0	14.1	10.1	13.1	17.2				
16	9.6	9.7	10.6	11.9	13.5	11.3	14.3	16.0				
17	9.1	9.7	11.9	12.0	13.1	10.4	15.4	16.6				
18	8.8	9.7	11.0	11.6	11.2	11.0	14.8	17.9				
19	9.6	10.7	10.6	10.0	11.5	11.5	15.1	16.5				
20	9.7	10.5	10.8	9.2	10.7	14.3	16.0	16.8				
21	9.9	10.9	11.9	10.5	11.9	12.8	17.6	18.3				
22	10.1	10.8	12.0	10.2	13.0	13.2	18.2	18.0				
23	10.2	11.3	12.7	10.6	12.7	15.7	18.6	17.2				
24	9.3	11.1	12.2	10.8	10.9	15.6	17.7	15.4				
25	9.5	10.0	12.4	10.8	9.8	18.6	18.3	14.2				
26	9.4	9.8	12.4	9.8	10.7	16.5	17.6	11.9				
27	10.0	9.9	12.2	9.2	10.9	16.1	17.6	13.5				
28	9.3	9.4	11.9	10.6	10.4	12.2	18.8	11.9				
29	9.0		10.4	9.1	11.3	12.8	18.6	12.2				
30	9.1		10.8	9.2	10.7	13.0	20.8	11.7				
31	8.7		11.2		12.2		19.2	11.5				
Mon. Total	291.3	268.4	331.6	322.3	351.0	374.1	477.0	474.9				
Plant Avg. Day	9.4	9.6	10.7	10.7	11.3	12.5	15.4	15.3				
Monthly Purchase	0.0	0.2	0.0	0.8	0.1	0.0	0.0					
Total Month	291.3	268.6	331.6	323.1	351.1	374.1	477.0	474.9				
Total Avg. Day	9.4	9.6	10.7	10.8	11.3	12.5	15.4	15.3				
Monthly to RWD4												

Verdigris Finished Water YTD (MG): **2,890.6** *Plant Annual Max. Day (MGD):* **20.8**

Tulsa Purchase Water YTD (MG) ⁽¹⁾: **1.1** *Plant Annual Avg. Day (MGD):* **11.9**

Total Finished Water (MG): 2,891.7 *Plant Annual Min. Day (MGD):* **8.3**

Total System Annual Avg. Day (MGD): 11.9

Notes:

(1) Actual take is calculated from the billing records for the individual month.

City of Broken Arrow WTP Monthly Operational Report Summary
Water Treatment Plant PWSID# OK 1021508

Reporting Period: [August] [2025]



Operating Data Summary

Water Production (MG)

	Month	Average Day
Raw Water Treated	497.53	16.0
Finished Water	474.64	15.3

Finished Water Turbidity:

	No. Samples	% of Total Samples
Greater than 0.5 NTU	0	0.00
Greater than 0.3 NTU	0	0.00
Greater than 0.1 NTU	0	0.00
Total No. of Turbidity Samples	186	
Highest Turbidity Reading	0.051	
No. Samples > 1 NTU	0	
No. Samples > 5 NTU	0	

Monthly Chemical Usage (Non-Membrane Usage)

Chemical	Total lbs	lbs/Finished MG
Sodium Hypochlorite	33,166	998.2
Salt (for hypo generation)	99,497	2,994.7
Liquid Ammonium Sulfate	4,842	9.7
Sodium Permanganate	2,060	2.2
Aluminum Chlorohydrate	128,839	48.6
Sodium Hydroxide	10,207	8.3
Hydrofluorosilicic Acid	0	0.0

Monthly Costs

	Total	\$/Finished MG	\$/1000 gal
Plant Electricity	\$41,438.02	\$87.30	\$0.0873
Total Chemical	\$141,018.32	\$297.11	\$0.2971
Total Labor	\$163,139.44	\$343.71	\$0.3437
Services	\$59,205.54	\$124.74	\$0.1247
Materials and Supplies	\$12,172.75	\$25.65	\$0.0256
Equipment Expenses	\$15,776.77	\$33.24	\$0.0332
Total	\$432,750.84	\$911.75	\$0.9117

Total Chlorine Residual:

	No. Samples
Total Chlorine Residual <2.0 mg/L Leaving Plant	0

Individual Membrane Unit Turbidity Checklist

	YES/NO
1. IS TURBIDITY FROM EACH INDIVIDUAL MEMBRANE UNIT RECORDED EVERY 15 MINUTES?	YES
2. DID ANY SINGLE MEMBRANE UNIT EXCEED 2.0 NTU IN TWO CONSECUTIVE 15 MINUTE PERIODS? No, Go to Question 3. Yes, What date was the membrane profile completed? _____	NO
DID THIS SAME MEMBRANE UNIT EXCEED 2.0 NTU IN 2 CONSECUTIVE 15-MIN PERIODS DURING THE LAST MONTH? No, Go to Question 3. Yes, Schedule Comprehensive Performance Evaluation (CPE) with DEQ.	
3. DID ANY SINGLE MEMBRANE UNIT EXCEED 1.0 NTU IN TWO CONSECUTIVE 15 MINUTE PERIODS? No, Go to Question 4. Yes, What date was the filter profile completed? _____	NO
DID THIS SAME MEMBRANE UNIT FILTER EXCEED 1.0 NTU IN 2 CONSECUTIVE 15-MIN PERIODS DURING THE LAST 2 MONTHS? No, Go to Question 4. Yes, What date was the membrane self-assessment completed? _____	
4. DID ANY SINGLE MEMBRANE UNIT EXCEED 0.5 NTU IN 2 CONSECUTIVE 15-MIN PERIODS AT THE END OF 4 HRS OF OPERATION? No, You are finished with the checklist. Yes, What date was the membrane profile completed? _____	NO

* IF ANY OF QUESTIONS 2 THROUGH 4 ARE CHECKED "YES", YOU MUST COMPLETE THE TURBIDITY TRIGGER EVALUATION FORM AND ATTACH TO THIS MOR.

I hereby certify the above to be correct to the best of my knowledge:

Signed: Lou Ann Fisher 9/9/2025
Date: _____
Title: Water Plant Manager
Operator Certificate No. 25369

Notes: 1: Hand entered all available data from the 19th through the 31st due to SCADA data logging issue.
2: Fluoride feed offline for repairs.

Date	Water Production and Recycle Flows				
	Raw Water Pumped to Pre-Sed Basins (MG)	Raw Water Treated (MG)	Finished Water Delivered (MG)	Reverse Filtration Water Used (MG)	Lagoon Decant Water Pumped (MG)
1	16.68	17.09	14.56		0.84
2	10.61	14.05	12.43		0.79
3	10.68	13.80	14.10		0.75
4	10.70	14.67	15.71		0.67
5	10.74	17.68	16.02		0.42
6	10.78	16.91	17.06		0.73
7	18.73	20.19	18.36		0.97
8	20.58	18.43	17.42		0.71
9	20.53	17.95	17.00		0.69
10	20.54	16.95	16.48		0.62
11	20.54	18.11	17.03		0.63
12	20.50	14.29	12.21		0.67
13	20.43	15.15	15.47		0.83
14	13.42	15.49	13.99		0.83
15	10.76	17.04	17.19		0.61
16	10.81	15.95	15.90		0.62
17	10.84	17.37	16.83		0.63
18	11.03	18.31	17.78		0.72
19	20.40	17.70	16.50		0.45
20	20.90	17.30	16.80		0.38
21	20.90	18.90	18.30		0.36
22	20.70	19.10	18.00		0.37
23	20.40	17.90	17.20		0.36
24	20.60	15.70	15.40		0.36
25	8.90	15.30	14.20		0.35
26	0.00	12.10	11.90		0.34
27	0.00	14.50	13.50		0.33
28	10.80	12.40	11.90		0.38
29	20.00	12.70	12.20		0.38
30	20.70	12.50	11.70		
31	20.50	12.00	11.50		
TOTAL	473.71	497.53	474.64	0.00	16.79
AVG	15.28	16.05	15.31	#DIV/0!	0.58
MAX	20.90	20.19	18.36	0.00	0.97
MIN	0.00	12.00	11.50	0.00	0.33

Public Water System Name: COBA Water Treatment Plant
PWS ID No.: OK 1021508

Month: August
Year: 2025

TOTAL CHEMICAL COST:	\$141,018		
Cost Per MG Treated	\$283.44	Cost Per MG Delivered	\$297.11
Million Gallons Treated	497.53	Million Gallons Delivered	474.64

Non-Membrane System Chemical Usage

Date	Sodium Hypochlorite (CL) NaClO		Liquid Ammonium Sulfate (LAS)		Sodium Permanganate (SP)		Aluminum Chlorohydrate (ACH)		Sodium Hydroxide (SH)		Hydrofluosilicic Acid (HFS)	
	gal/day	lb/day	gal/day	lb/day	gal/day	lb/day	gal/day	lb/day	gal/day	lb/day	gal/day	lb/day
1	15,803	1106.21	148.5	155.58	38.2	73.97	708	3955.32	71.6	186.50	0.0	0.00
2	14,619	1023.36	128.4	134.57	24.1	46.57	611	3414.24	61.2	159.55	0.0	0.00
3	15,777	1104.42	141.8	148.57	24.2	46.87	671	3749.00	79.5	207.32	0.0	0.00
4	16,850	1179.52	160.3	167.96	24.3	46.99	770	4303.04	102.3	266.69	0.0	0.00
5	16,916	1184.11	166.8	174.80	24.4	47.12	802	4480.75	106.9	278.72	0.0	0.00
6	18,726	1310.84	171.3	179.49	24.5	47.31	829	4633.35	109.5	285.44	0.0	0.00
7	21,857	1530.01	188.9	197.94	42.2	81.74	912	5094.40	120.7	314.49	0.0	0.00
8	18,663	1306.38	173.3	181.67	46.7	90.32	838	4682.59	111.5	290.55	0.0	0.01
9	18,154	1270.78	174.4	182.82	46.6	90.12	848	4740.12	112.7	293.67	0.0	0.01
10	16,920	1184.39	165.4	173.32	46.6	90.15	804	4493.00	107.0	278.78	0.0	0.00
11	17,462	1222.31	170.6	178.83	46.6	90.17	833	4654.79	110.7	288.54	0.0	0.00
12	12,692	888.46	117.5	123.16	46.5	90.02	578	3232.05	78.3	203.95	0.0	0.00
13	17,052	1193.64	161.2	168.93	46.4	89.69	796	4448.15	144.9	377.61	0.0	0.00
14	15,635	1094.43	139.1	145.79	30.7	59.38	690	3854.12	155.2	404.37	0.0	0.00
15	18,643	1305.00	177.4	185.88	24.4	47.24	868	4850.68	196.8	512.90	0.0	0.01
16	16,780	1174.60	158.4	166.05	24.5	47.46	778	4348.67	176.0	458.74	0.0	0.00
17	18,366	1285.63	174.5	182.86	24.6	47.57	854	4770.37	193.3	503.74	0.0	0.00
18	18,076	1265.35	181.0	189.72	24.8	47.94	866	4838.30	196.3	511.50	0.0	0.00
19	15,811	1106.77	158.0	165.58	45.3	87.65	807	4509.35	187.6	488.93	0.0	0.00
20	15,291	1070.37	154.1	161.50	46.5	89.97	787	4397.60	182.5	475.64	0.0	0.00
21	16,086	1126.02	165.5	173.44	46.2	89.39	850	4749.63	198.0	516.04	0.0	0.00
22	15,784	1104.88	164.9	172.82	45.7	88.42	948	5297.23	201.4	524.90	0.0	0.00
23	14,553	1018.71	157.4	164.96	45.7	88.42	730	4079.09	191.2	498.32	0.0	0.00
24	12,074	845.18	135.3	141.79	45.4	87.84	715	3995.28	135.3	352.63	0.0	0.00
25	11,933	835.31	132.3	138.65	21.1	40.83	704	3933.81	127.9	333.34	0.0	0.00
26	9,801	686.07	103.1	108.05	0.0	0.00	545	3045.35	77.7	202.51	0.0	0.00
27	11,819	827.33	125.5	131.52	0.0	0.00	666	3721.47	86.7	225.96	0.0	0.00
28	10,260	718.20	106.2	111.30	23.2	44.89	561	3134.76	73.5	191.56	0.0	0.00
29	10,791	755.37	109.6	114.86	44.2	85.52	584	3263.28	75.7	197.29	0.0	0.00
30	10,481	733.67	106.4	111.51	46.1	89.20	565	3157.11	73.4	191.30	0.0	0.00
31	10,121	708.47	102.8	107.73	45.2	87.46	539	3011.82	71.0	185.04	0.0	0.00
TOTAL	473,797	33,166	4,620	4,842	1,065	2,060	23,057	128,839	3,916	10,207	0	0
AVG	15,284	1069.86	149	156.18	34	66.46	744	4156.09	126	329.24	0	0.00
MAX	21,857	1530.01	189	197.94	47	90.32	948	5297.23	201	524.90	0	0.01
MIN	9,801	686.07	103	107.73	0	0.00	539	3011.82	61	159.55	0	0.00
COST	\$18,686.10		\$8,367.12		\$15,204.40		\$90,187.14		\$8,573.48		\$0.09	
\$/MG	\$37.56		\$16.82		\$30.56		\$181.27		\$17.23		\$0.00	

Public Water System Name: COBA Water Treatment Plant
 PWS ID No.: OK 1021508

Month: August
 Year: 2025

Date	pH (by Continuous Reading Analyzers)				Hardness and Alkalinity - Finished Water Grab Samples						
	Membrane Filtrate		Finished Water		Hardness (ppm)		Alkalinity (ppm as CaCO ₃)				CaCO ₃ Stability
	Daily Max	Daily Min	Daily Max	Daily Min	AM	PM	Phenol AM	Phenol PM	Total AM	Total PM	
1	8.0	8.0	8.3	8.1	148.00	142.00	0.00	0.00	100.00	101.00	8.00
2	8.1	7.8	8.1	8.1	143.00	146.00	0.00	0.00	104.00	107.00	1.00
3	8.1	7.8	8.2	8.1	145.00	143.00	0.00	0.00	101.00	101.00	4.00
4	8.2	7.8	8.3	8.2	144.00	143.00	0.00	0.00	101.00	102.00	0.00
5	8.1	8.0	8.3	8.2	144.00	146.00	0.00	0.00	101.00	101.00	4.00
6	8.1	8.0	8.3	8.2	148.00	149.00	0.00	0.00	100.00	103.00	1.00
7	8.1	8.1	8.3	8.3	149.00	152.00	0.00	0.00	104.00	104.00	7.00
8	8.1	8.1	8.3	8.3	151.00	150.00	0.00	0.00	110.00	104.00	2.00
9	8.1	8.1	8.3	8.3	154.00	150.00	0.00	0.00	106.00	104.00	6.00
10	8.1	8.1	8.3	8.3	151.00	149.00	0.00	0.00	103.00	104.00	3.00
11	8.2	8.1	8.4	8.3	152.00	152.00	0.00	0.00	104.00	104.00	4.00
12	8.9	4.0	8.3	7.1	154.00	153.00	0.00	0.00	102.00	104.00	5.00
13	7.5	7.4	7.8	7.7	147.00	154.00	0.00	0.00	103.00	103.00	4.00
14	7.4	7.4	7.8	7.8	153.00	157.00	0.00	0.00	106.00	102.00	2.00
15	7.4	7.3	7.8	7.7	159.00	160.00	0.00	0.00	109.00	106.00	6.00
16	7.4	7.3	7.7	7.7	164.00	157.00	0.00	0.00	109.00	110.00	0.00
17	7.4	7.3	7.7	7.7	155.00	157.00	0.00	0.00	109.00	107.00	3.00
18	7.4	7.3	7.8	7.7	154.00	159.00	0.00	0.00	104.00	103.00	3.00
19	7.4	7.3	8.0	7.9	157.00	158.00	0.00	0.00	107.00	107.00	3.00
20	7.4	7.4	8.0	7.7	158.00	160.00	0.00	0.00	109.00	107.00	7.00
21	7.5	7.4	8.1	8.0	166.00	162.00	0.00	0.00	111.00	109.00	4.00
22	7.5	7.4	8.1	8.1	159.00	154.00	0.00	0.00	106.00	100.00	3.00
23	7.6	7.5	8.2	8.1	160.00	160.00	0.00	0.00	110.00	109.00	6.00
24	7.6	7.5	8.3	8.1	163.00	158.00	0.00	0.00	111.00	109.00	6.00
25	7.6	7.6	8.2	8.0	160.00	158.00	0.00	0.00	111.00	109.00	7.00
26	7.6	7.5	8.2	8.0	158.00	158.00	0.00	0.00	110.00	107.00	7.00
27	7.6	7.6	8.1	7.8	156.00	161.00	0.00	0.00	108.00	108.00	8.00
28	7.6	7.6	8.1	7.9	158.00	152.00	0.00	0.00	107.00	106.00	9.00
29	7.6	7.5	8.0	8.0	159.00	156.00	0.00	0.00	107.00	104.00	4.00
30			8.0	7.9	155.00	152.00	0.00	0.00	106.00	107.00	5.00
31			8.1	7.9	150.00	150.00	0.00	0.00	108.00	104.00	8.00
AVG					154	153	0	0	106	105	5
MAX	8.9	8.1	8.4	8.3	166	162	0	0	111	110	9
MIN	7.4	4.0	7.7	7.1	143	142	0	0	100	100	0

Date	Turbidity (NTU) Continuous Reading Analyzers						Chlorine Residual (Total or Free as Noted, mg/L) Continuous Reading Analyzers					
	Finished Water (Highest Reading in 4-hour Period)						Finished Water Total Chlorine (Min. in 4 Hour Period)					
	12:00 AM	4:00 AM	8:00 AM	12:00 PM	4:00 PM	8:00 PM	12:00 AM	4:00 AM	8:00 AM	12:00 PM	4:00 PM	8:00 PM
1	0.02	0.02	0.02	0.02	0.02	0.02	3.67	3.84	3.83	3.87	3.84	3.78
2	0.02	0.02	0.02	0.02	0.02	0.02	3.66	3.62	3.63	3.61	3.61	3.62
3	0.02	0.02	0.02	0.02	0.02	0.02	3.93	3.66	3.69	3.55	3.69	3.89
4	0.02	0.02	0.02	0.02	0.02	0.02	3.97	3.95	3.96	3.97	3.99	3.97
5	0.02	0.02	0.02	0.02	0.02	0.02	3.94	4.03	4.00	3.97	3.95	3.95
6	0.02	0.02	0.02	0.02	0.02	0.02	3.77	3.91	3.89	3.90	3.77	3.79
7	0.02	0.02	0.02	0.02	0.02	0.02	4.03	3.82	3.95	3.94	4.01	4.06
8	0.02	0.02	0.02	0.02	0.02	0.02	3.91	4.01	4.01	4.06	4.04	3.96
9	0.02	0.02	0.02	0.02	0.02	0.02	3.95	3.90	3.91	3.94	3.97	3.94
10	0.02	0.02	0.02	0.02	0.02	0.02	3.89	3.92	3.88	3.89	3.90	3.89
11	0.02	0.02	0.02	0.02	0.02	0.02	3.88	3.89	3.91	3.97	4.02	3.97
12	0.02	0.02	0.02	0.02	0.03	0.03	3.72	3.80	3.76	3.76	3.74	3.61
13	0.02	0.02	0.02	0.02	0.02	0.02	3.79	3.85	3.95	3.95	3.93	3.83
14	0.02	0.02	0.04	0.02	0.02	0.02	3.73	3.74	3.73	3.72	3.70	3.72
15	0.02	0.02	0.02	0.03	0.02	0.02	3.89	3.70	3.54	3.63	3.85	3.95
16	0.02	0.02	0.02	0.02	0.02	0.02	3.92	3.88	3.83	3.82	3.82	3.85
17	0.02	0.02	0.02	0.02	0.02	0.02	3.95	3.93	3.92	3.95	3.96	3.99
18	0.02	0.02	0.02	0.02	0.02	0.02	3.97	3.96	3.99	3.97	3.91	4.00
19	0.02	0.02	0.02	0.02	0.02	0.02	3.92	3.87	3.85	3.89	3.93	3.96
20	0.02	0.02	0.02	0.02	0.02	0.02	3.93	3.92	3.93	4.05	4.05	4.05
21	0.02	0.02	0.02	0.02	0.02	0.02	4.06	4.07	4.12	4.12	4.05	3.96
22	0.02	0.02	0.02	0.02	0.02	0.02	3.94	3.94	3.96	3.66	4.07	4.10
23	0.02	0.02	0.02	0.02	0.02	0.02	4.05	4.02	4.02	4.01	3.98	3.95
24	0.02	0.03	0.02	0.02	0.05	0.02	3.93	3.91	3.89	3.86	3.84	3.84
25	0.02	0.02	0.02	0.02	0.02	0.02	3.85	3.84	3.86	3.84	3.83	3.84
26	0.02	0.02	0.02	0.02	0.02	0.02	3.85	3.82	3.80	3.80	3.78	3.81
27	0.02	0.02	0.02	0.02	0.02	0.02	3.89	3.94	3.97	3.97	3.92	3.88
28	0.02	0.02	0.02	0.02	0.02	0.02	3.83	3.79	3.79	3.78	3.82	3.85
29	0.02	0.02	0.02	0.02	0.02	0.02	3.84	3.85	3.86	3.90	3.92	3.91
30	0.02	0.02	0.03	0.04	0.03	0.03	3.87	3.85	4.00	4.00	4.10	4.10
31	0.03	0.03	0.03	0.03	0.04	0.03	4.00	4.00	4.00	4.00	3.80	3.90
AVG	0.02	0.02	0.02	0.02	0.02	0.02	3.9	3.9	3.9	3.9	3.9	3.9
MAX	0.03	0.03	0.04	0.04	0.05	0.03	4.1	4.1	4.1	4.1	4.1	4.1
MIN	0.02	0.02	0.02	0.02	0.02	0.02	3.7	3.6	3.5	3.6	3.6	3.6

Finished Water Turbidity Summary and Statistics

	No. of Samples	Percent of Total Samples
Turbidity Greater Than 0.5 NTU	0	0
Turbidity Greater Than 0.3 NTU	0	0
Turbidity Greater Than 0.1 NTU	0	0

Total Number of Turbidity Samples	186
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PWSID 1021508

SYSTEM COBA WTP

MONTH August

*Type of Material Applied

Hydrofluosilicic Acid

YEAR 2025

Date	Water Treated 1,000s of Gallons	APPLIED		RESIDUAL F, ppm (RAW)		RESIDUAL F, ppm (FINISHED WATER)	
		LBS/DAY	PPM of F	AM	PM	AM	PM
1	14,565	0	0.00	0.11	0.24	0.07	0.04
2	12,434	0	0.00	0.22	0.40	0.24	0.20
3	14,095	0	0.00	0.19	0.15	0.09	0.12
4	15,709	0	0.00	0.34	0.21	0.10	0.07
5	16,018	0	0.00	0.11	0.19	0.04	0.07
6	17,061	0	0.00	0.38	0.20	0.17	0.05
7	18,363	0	0.00	0.24	0.14	0.39	0.05
8	17,421	0	0.00	0.21	0.37	0.07	0.20
9	16,996	0	0.00	0.31	0.26	0.10	0.17
10	16,484	0	0.00	0.21	0.23	0.04	0.07
11	17,029	0	0.00	0.19	0.20	0.10	0.05
12	12,211	0	0.00	0.26	0.18	0.00	0.07
13	15,466	0	0.00	0.26	0.18	0.05	0.19
14	13,986	0	0.00	0.30	0.30	0.04	0.17
15	17,191	0	0.00	0.18	0.38	0.05	0.21
16	15,902	0	0.00	0.22	0.40	0.06	0.31
17	16,829	0	0.00	0.21	0.27	0.04	0.15
18	17,779	0	0.00	0.42	0.17	0.19	0.06
19	16,500	0	0.00	0.15	0.15	0.00	0.05
20	16,800	0	0.00	0.21	0.28	0.00	0.09
21	18,300	0	0.00	0.00	0.23	0.00	0.03
22	18,000	0	0.00	0.19	0.40	0.04	0.24
23	17,200	0	0.00	0.18	0.15	0.02	0.05
24	15,400	0	0.00	0.23	0.17	0.09	0.14
25	14,200	0	0.00	0.23	0.29	0.22	0.09
26	11,900	0	0.00	0.21	0.28	0.06	0.20
27	13,500	0	0.00	0.44	0.17	0.43	0.04
28	11,900	0	0.00	0.05	0.37	0.00	0.23
29	12,200	0	0.00	0.22	0.20	0.07	0.15
30	11,700	0	0.00	0.22	0.45	0.13	0.31
31	11,500	0	0.00	0.19	0.31	0.10	0.01
Total	474,639	0					
Avg.	15,311	0	0.00	0.22	0.26	0.10	0.13

*Example: Sodium Fluoride, Sodium Fluorosilicate (Sodium Silicofluoride), and Fluorosilicic Acid (Hydrofluosilicic Acid)

It is required that this report be received by the 10th of the following month.

SEND TO: OSDH-Dental Health Services AND
1000 N.E. Tenth Street
Oklahoma City, OK 73117-1299

Dept of Environmental Quality
PO Box 1677
Oklahoma City, OK 73101-1677

I hereby certify the above to be

correct to the best of my knowledge.

Signed *Lou Ann Fisher*

Title: Water Plant Manager

City Broken Arrow

ODH Form No. 561 / DEQ Form 631-001

Notes:



City of Broken Arrow

Request for Action

File #: 25-1384, **Version:** 1

**Broken Arrow Municipal Authority
Meeting of: 10-07-2025**

Title:

Acknowledgement of submittal of the Broken Arrow Municipal Authority's Wastewater Discharge Monitoring Report for the month of August 2025

Background:

In an effort to provide the Authority and the Public more information with respect to our community's wastewater collection and treatment at the City's Lynn Lane Wastewater Treatment Plant, the Utilities Department staff is attaching a copy of the August 2025 Oklahoma Department of Environmental Quality (ODEQ) Discharge Monitoring Report (DMR) submitted to ODEQ on September 15, 2025.

Over the course of the month of August 2025, the total wastewater collected, treated and discharged was 188.699 million gallons (MG). The average daily effluent flow was 4.718 MG.

This report will be updated on a monthly basis. Staff recommends the Authority acknowledge submittal of the Report.

Cost: None
Funding Source: None
Requested By: Timothy S. Robins, PE, Utilities Department Director
Approved By: City Manager's Office
Attachments: August Discharge Monitoring Report
August Monthly Operational Report

Recommendation:

Acknowledge submittal of the August 2025 Monthly Discharge Monitoring Report

**National Pollutant Discharge Elimination System (NPDES)
Oklahoma Department of Environmental Quality Discharge Monitoring Report (DMR)**

PERMITTEE NAME: City of Broken Arrow
MAILING ADDRESS: P.O. Box 610
 Broken Arrow, OK 74013
FACILITY: Broken Arrow WWT
LOCATION: NESESES11T17NR14EIM
 Broken Arrow, OK 74013

PERMIT NUMBER: OK0040053

MONITORING POINT: 001A

COUNTY: Tulsa

Monitoring Period: 2025-08-01 To: 2025-08-31

NO DISCHARGE FROM SITE: ()

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
		Average	Maximum		Minimum	Average	Maximum				
BOD, 5-DAY (20 DEG. C)	Sample Measurement	102.09	*****	26 lbs/day	*****	2.66	3.14	19 mg/l	0	Five Per Week	COMP12
PARAM CODE: 00310 Stage Code: 1 Effluent Gross	Permit Requirement	2001.6 Monthly Average	*****		*****	30 Monthly Average	45 Weekly Average				Five Per Week
PH	Sample Measurement	*****	*****	03 MGD	7.2	*****	7.5	12 S.U.	0	Daily	GRAB
PARAM CODE: 00400 Stage Code: 1 Effluent Gross	Permit Requirement	*****	*****		6.5 Minimum	*****	9.0 Maximum				Daily
SOLIDS, TOTAL SUSPENDED	Sample Measurement	136.30	*****	26 lbs/day	*****	3.64	6.06	19 mg/l	0	Five Per Week	COMP12
PARAM CODE: 00530 Stage Code: 1 Effluent Gross	Permit Requirement	2001.6 Monthly Average	*****		*****	30 Monthly Average	45 Weekly Average				Five Per Week
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	Sample Measurement	4.718	7.797	03 MGD	*****	*****	*****		0	Daily	TOTALZ
PARAM CODE: 50050 Stage Code: 1 Effluent Gross	Permit Requirement	Report Monthly Average	Report Maximum Daily		*****	*****	*****				Daily
E.COLI	Sample Measurement	*****	*****	26 lbs/day	*****	19.2	52.1	30 MPN/100mL	0	Twice Every Week	GRAB
PARAM CODE: 51040 Stage Code: 1 Effluent Gross	Permit Requirement	*****	*****		*****	126 Geometric Mean	406 Maximum Daily				Twice Every Week
SOLIDS, TOTAL DISSOLVED-180 DEG.C	Sample Measurement	19272	*****	26 lbs/day	*****	490	490	19 mg/l	0	Monthly	COMP12
PARAM CODE: 70300 Stage Code: 1 Effluent Gross	Permit Requirement	77929 Monthly Average	*****		*****	1168 Monthly Average	1168 Maximum Daily				Monthly
MERCURY, TOTAL (AS HG)	Sample Measurement	0.0020	*****	26 lbs/day	*****	< 0.05	< 0.05	28 ug/l	0	Monthly	COMP12
PARAM CODE: 71900 Stage Code: 1 Effluent Gross	Permit Requirement	0.0635 Monthly Average	*****		*****	0.952 Monthly Average	1.9 Maximum Daily				Monthly

Name/Title of Principal Executive Officer Or Authorized Agent	I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.	Signature of Principal Executive Officer Or Authorized Agent	Telephone No
		David Handy	539-333-4564

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)



City of Broken Arrow

Request for Action

File #: 25-1343, **Version:** 1

**Broken Arrow Municipal Authority
Meeting of: 10-07-25**

Title:

Acknowledgement of submittal of the Broken Arrow Municipal Authority's Solid Waste and Recycling Report for August 2025

Background:

August 2025 final report to Authority for Solid Waste and Recycling Key Performance Indicators

Cost:

\$0

Funding Source:

N/A

Requested By:

Jerry Schuber, Sr., Solid Waste and Recycling Director

Approved By:

City Manager's Office

Attachments:

Solid Waste & Recycling Monthly Report - August 2025

Recommendation:

Acknowledgement of submittal of the Broken Arrow Municipal Authority's Solid Waste and Recycling report for August 2025

**SOLID WASTE & RECYCLING MONTHLY REPORT
AUGUST 2025**

Average times for route completion are as follows – KPI <5:00pm

Month	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25
Trash routes	5:19pm	5:26pm	5:08pm	5:23pm	5:41pm	6:10pm	5:48pm	6:44pm	5:33pm	4:44pm	5:02pm	4:49pm	5:30pm	5:30pm		
Recycle Routes	4:54pm	4:36pm	4:44pm	4:38pm	4:41pm	5:38pm	4:56pm	5:53pm	4:42pm	4:12pm	4:17pm	4:53pm	5:17pm	5:17pm		

Total Tons – KPI Increase Diversion tonnage to 25% of wastes generated

Month	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25
Trash Tons	3411.03	2854.41	2644.94	2902.23	2928.42	3113.63	2964.74	2349.79	3092.31	3548.93	3576.01	3440.24	3856.81	3074.6		
Recycle Tons	496.46	435.23	410.20	458.87	432.91	510.20	436.94	376.58	461.14	525.37	507.89	486.41	527.37	449.03		

Service Statistics - Routes

Missed Pickups - KPI Less than 50

Month	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25
Total Missed	88	149	67	86	75	96	94	78	71	83	123	110	109	140		

Average Stops per Month – KPI Average of 800+

Month	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25
Average	832	818	830	817	793	827	864	869	840	807	896	843	875	895		

Total Stops Serviced per Month – KPI 300k+ to include recycling

Month	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25
Average	363781	319774	324406	356932	304616	342557	342346	229461	330449	348642	365808	358201	406949	342628		

Service Statistics - Carts

Cart Issues – KPI Service customer need with 48 hours of calls

Month	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25
Trash Cart Delivery	119	105	96	102	100	70	88	85	115	42	110	113	117	130		
Trash Cart Return	20	11	10	13	8	9	22	4	11	15	17	16	15	17		
Recycle Cart Delivery	119	101	77	98	82	77	65	75	110	48	98	106	95	111		
Recycle Cart Return	19	14	10	9	8	12	14	7	15	15	15	23	13	17		

Repairs – KPI reduce damage due to operator

Type	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25
Wheel	42	31	37	41	56	74	19	70	63	41	58	77	112	54		
Lids	2	2	3	5	4	5	5	4	5	2	2	7	4	5		
Axel	3	1	2	0	2	7	1	2	1	0	1	2	1	1		
Bar	18	5	12	6	4	5	7	0	0	0	3	27	2	3		

NEW PROGRAM – Free Dump Voucher

Type	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25
Voucher Supplied	80	75	76	106	99	65	41	32	103	137	119	126	113	114		
Voucher Used	70	74	75	86	91	60	42	28	85	100	123	97	107	88		



City of Broken Arrow

Request for Action

File #: 25-1432, Version: 1

**Broken Arrow City Council
Meeting of: 10/07/2025**

Title:

Approval of and authorization to execute the engagement letter with Arledge & Associates to prepare and audit the FY 25 financial statements for year ending June 2025

Background:

Last year the city transitioned to Arledge & Associates to prepare and audit our FY 24 financial statement due to the change in staffing with Crawford & Associates. Arledge & Associates had staffing issues during this past year and were late in preparing our statements. Jake Winkler, who is a partner with Arledge & Associates realized that our audit had not been completed, and he worked diligently to get it finished. Staff has had multiple conversations and Mr. Winkler has promised that we would have the FY 25 financial statement no later than February 28, 2026, Both parties have agreed that if they do not make the deadline then we will part ways, and staff will solicit new auditors. Arledge & Associates have been with the city since 2011, and staff feel that they should have this last opportunity. Fees will remain the same as FY 24.

Fee Schedule

Prepare the Comprehensive Financial Statements- this will be billed at an hourly rate not to exceed \$60,000.

Audit the financial statements according to the accounting standards and presented fairly, in all material respects in conformity with GAAP. \$70,500

Single audit- (grants) \$7,000

Cost: \$137,500
Funding Source: Budgeted in General Fund and Broken Arrow Municipal Authority
Requested By: Cynthia S. Arnold, Finance Director
Approved By: City Manager's Office
Attachments: Arledge & Associates 2025 Engagement Letter

Recommendation:

Approval of and authorization to execute the engagement letter with Arledge & Associates to prepare and audit the FY 25 financial statements ending June 2025

FY-2025 AUDIT ENGAGEMENT LETTER

October 1, 2025

To the Honorable Mayor and Member of the City Council

We are pleased to confirm our understanding of the services we are to provide for the City of Broken Arrow, Oklahoma (the "City") for the year ended June 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the year ended June 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Information; and
- 3) OPEB Obligation Schedule
- 4) Pension Plan Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards;
- 2) Combining Information;
- 3) Schedule of Debt Service Coverage; and
- 4) Schedule of Debt Reserve Account Balance.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered

material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor’s Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government’s ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all



service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of



federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you



believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.



We will provide copies of our reports to the Mayor and City Council of the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Arledge & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to State Auditor and Inspector or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Arledge & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State Auditor and Inspector. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jake Winkler, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$70,500. Additionally, we will charge a fixed rate of \$7,000 for the first major program under the single audit testing and \$5,000 for each additional major program as required. Additionally, the preparation of the financial statements will be billed on a per hour basis with a maximum fee of \$60,000 at our standard rates. This fixed price includes an electronic pdf copy of the report for distribution to your board members and others and 1 bound copy. Additional bound copies are available for \$.50 per page. This fee includes our miscellaneous charges, such as travel and meals. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. The fee is also based on the assistance of Crawford & Associates, P.C. in preparing the City's financial statements. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our fee includes Single Audit services, as described above. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Because our Engagement Letter provides ongoing access to the accounting and business advice you need on a fixed-price basis, you are not inhibited from seeking timely advice from us. While the fixed price entitles you to unlimited consultation with us, if your questions or issues require additional research and analysis beyond consultation, that work will be subject to an additional price negotiation before the service is to be performed, an Addendum to the Engagement Letter will be issued before delivery of the additional service is to be performed, with payment terms agreed to in advance. By virtue of signing this document, you have indicated that your reporting entity has been appropriately defined, all trial balances will be reasonably adjusted, your key accounts will be reconciled, unusual transactions, significant financial estimates and disclosures have been communicated to us prior to the date at the top of this letter. Also, you have indicated that the entity has competent personnel in key financial positions and there has been no turnover in the accounting/finance department. If we find that the facts are different for any of the preceding assumptions, we will negotiate an Addendum to the Engagement Letter and negotiate a new engagement fee before we issue our final report.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.



Reporting

We will issue written reports upon completion of our audit of the City's financial statements and Single Audit. Our reports will be addressed to the Mayor and City Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue reports, or withdrawing from the engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Cost of Consequential Damages

Any liability of Arledge & Associates, P.C. and its personnel to the City is limited to the amount of the annual fee the City paid for this external audit engagement as liquidated damages.

The City agrees that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if both Arledge & Associates, P.C. and the City agree to be bound. Arledge & Associates, P.C. and the City will share any cost of mediation equally.

We appreciate the opportunity to be of service to the City of Broken Arrow, Oklahoma and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Arledge & Associates, P.C.



RESPONSE:

This letter correctly sets forth the understanding of the City of Broken Arrow, Oklahoma.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____





City of Broken Arrow

Request for Action

File #: 25-1422, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 10/07/2025

Title:

Approval of and authorization to execute an engagement letter with Crawford & Associates for fiscal year 2025-2026

Background:

Attached is an engagement letter with Crawford & Associates to be available if a situation arises that we need assistance with. Crawford & Associates have been involved with the city for many years and they are a great resource. Payment is only due if we utilize their services.

Cost: not to exceed \$50,000
Funding Source: Budgeted in General Government Departments in General Fund and BAMA
Requested By: Cynthia S. Arnold, Finance Director
Approved By: City Manager's Office
Attachments: Crawford & Associates 2025-2026 Engagement Letter

Recommendation:

Approve and authorize execution of a fiscal year 2025-2026 engagement letter with Crawford & Associates

October 1, 2025

Honorable Mayor and Members of the City Council
City of Broken Arrow
PO Box 610
Broken Arrow, OK 74013-0610

To the Honorable Mayor and Members of the City Council:

Crawford & Associates, P.C. is pleased that the City of Broken Arrow (the City) continues to express its confidence in our firm and our state and local government expertise. We look forward to a continued long and successful relationship as an integral financial management resource to the City of Broken Arrow management and governing body.

We are prepared to provide a full range of accounting and consulting services to the City of Broken Arrow contingent upon approval of your management and/or governing body. The purpose of this engagement letter is to identify the scope of available services from Crawford & Associates, the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

Scope of Services

The scope of professional services that are available and can be provided to the City of Broken Arrow are outlined below under the heading *Scope of Available Services*. While this listing includes a range of services available from Crawford & Associates, the specific initial services requested to be provided at the current time are separately identified under the heading *Initial Services Requested*. Any additional services that are available from Crawford & Associates beyond these initially requested services can be provided upon subsequent specific request and agreement.

Scope of Available Services

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance
- Budget Preparation and Amendment Assistance
- Capital Asset Records and Accounting Assistance
- Information Technology System Assistance
- Internal Control Policies and Procedures Assistance
- Labor Relations Consulting
- Laws and Regulations Compliance Assistance
- Investigation of Allegations or Concerns
- Tax and Other Regulatory Report Assistance

Initial Services Requested

- General Accounting and Advisory Assistance

Requested and Available Services

In conjunction with the requested and available services as identified in the Scope of Services section of this letter, Crawford & Associates will be responsible for providing such services upon request in accordance with the applicable professional standards of the AICPA. It is anticipated that most if not all of these other services will be performed in accordance with the standards applicable to consulting services as prescribed by the AICPA.

Crawford & Associates, is not obligated to, but may report or otherwise communicate to management any recommendations, it determines necessary, resulting from the professional services provided.

Management and the governing body will be responsible for establishing the scope of our other professional services to be provided and for providing the necessary resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the services to be performed, providing sufficient appropriation for the estimated cost of these services, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

Access to Working Papers and Reports

Any working papers prepared by Crawford & Associates in connection with performing the financial statement preparation and other professional services are the property of Crawford & Associates. Upon request, copies of any or all working papers and reports that we consider to be nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities. Such copies may not be made available to any other third party without the prior written consent from Crawford & Associates.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford & Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm President \$275
- Shareholders \$190
- Senior Managers \$170
- Managers \$150
- Senior Professional Staff \$130
- Professional Staff \$90
- Clerical Staff \$60

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. For purposes of purchase order preparation, we will be glad to provide you with an estimated range of fees and expenses upon request.

The term of this engagement is a period from date of acceptance through June 30, 2026. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

The agreements and undertakings contained in this engagement letter, shall survive the completion or termination of this engagement.

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records. We look forward to continuing our professional relationship with the City of Broken Arrow.

Respectfully submitted and agreed to by,



Frank Crawford
Crawford and Associates, P.C.

Accepted and agreed to for the City of Broken Arrow:

By: _____

Title: _____

Date: _____



City of Broken Arrow

Request for Action

File #: 25-1370, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 10-07-2025

Title:

Approval of and authorization to execute Amendment No. 1 to the Professional Consultant Agreement with Holloway, Updike, and Bellen, Inc. (HUB) for On-Call Engineering Services

Background:

Engineering and Construction Department negotiated a Professional Consultant Agreement with HUB to provide hourly, on-call professional services to assist with professional engineering and surveying services on as needed basis. It was determined that additional services are needed to continue with Engineering and Surveying services around the Utility systems. For this reason, the Utilities Department determined that additional funding should be added in Amendment No. 1 to the Professional Consultant Agreement with HUB to provide additional assistance with professional engineering services in an amount of \$15,000.

Cost: \$15,000.00
Funding Source: Utilities Budget
Requested By: Charlie Bright, P.E., Director of Engineering & Construction
Approved By: City Manager's Office
Attachments: On-Call Engineering Services with HUB Amendment No. 1

Recommendation:

Approval of and authorization to execute Amendment No. 1 to the Professional Consultant Agreement with Holloway, Updike, and Bellen, Inc. (HUB) for On-Call Engineering Services

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

ON-CALL ENGINEERING SERVICES
PROJECT NO. N/A**

THIS **AMENDMENT NO. 1**, made and entered into this 7 day of October 2025, by and between the BROKEN ARROW MUNICIPAL AUTHORITY, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "BAMA", and HOLLOWAY, UPDIKE & BELLEN, INC., hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, BAMA and ENGINEER entered into an Agreement dated February 25, 2025, "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires ENGINEER to provide hourly, on-call professional services to assist with professional engineering and surveying services on as needed basis; and

WHEREAS, BAMA and ENGINEER propose to amend said ORIGINAL AGREEMENT to include additional hourly, on-call services to provide assistance as needed at various locations within the City of Broken Arrow, OK., (for which, OWNER has requested that CONSULTANT provide certain professional services as required; and

WHEREAS, the ORIGINAL AGREEMENT and Amendment No. 1 shall hereinafter collectively be referred to as the "Agreement"; and

WHEREAS, funding is now available for said additional services; and

WHEREAS, ENGINEER is prepared to provide said additional services identified in this Amendment.

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

1. PROJECT SCOPE.

Project includes hourly, on-call professional services to assist with professional engineering and surveying services. Services will be provided on an as needed basis for a period of 365 days from notice to proceed, or until the Not to Exceed (NTE) fee has been reached.

2. CHANGE IN CONTRACT AMOUNT.

As compensation for the additional work, BAMA shall pay ENGINEER in accordance with the terms as a change in the contract amount:

Original Contract Amount executed February 25, 2025:	\$ 15,000.00
Amendment No. 1	<u>\$ 15,000.00</u>
Revised Total Contract Amount	\$ 30,000.00

3. AMENDED PROJECT SCHEDULE

The revised schedule for Amendment No. 1 extends the schedule to 365 days from the Notice to Proceed date for Amendment No. 1.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 1 is effective upon signature of both parties.

Except as amended hereby, all terms of the Agreement shall remain in full force and effect without modification or change.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected.

OWNER:

Broken Arrow Municipal Authority

By: _____
Michael L. Spurgeon, General Manager

Date: _____

Attest: _____
Secretary [Seal]

Date: _____

CONSULTANT:

Holloway, Updike & Bellen, Inc.

By: STU
Stephen Tolar, P.E., S.E., President

Date: 9/22/25

(CORPORATE SEAL, IF APPLICABLE)
SEAL
Attest: Tiffany Hilton
Tiffany Hilton, Asst. Corp. Secretary

Date: 9/22/25

Approved as to form:

D. Graham Parker

Assistant City Attorney

VERIFICATION

State of Oklahoma)
County of Adair) §

Before me, a Notary Public, on this 22nd day of September, 2025, personally appeared Stephen Tolar, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Holloway, Updike & Bellen, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

10/01/28

Tiffany Hilton
Notary Public





City of Broken Arrow

Request for Action

File #: 25-1372, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 10-07-2025**

Title:

Approval of and authorization to execute Amendment No. 1 to Agreement for Professional Consulting Services with Kimley-Horn and Associates, Inc. for Bixby Two-Way Emergency Waterline Connection, Wagoner County Rural Water District No. 4 Two-Way Emergency Waterline Connection, 24-Inch Waterline Loop-Waco to Elm, 16-Inch Waterline Loop- Florence to Miami (Project Numbers WL23060, WL23070, WL23080, WL23090)

Background:

This portion of the project is for the design of a 16-inch waterline extension along Elm Pl. from Florence St. to Miami St. to complete the transmission waterline loop around the City, which will eliminate transmission line dead ends in the system and help with water age. The amendment is for the consultant to make adjustments to the waterline along the Shultze property to avoid trees lining the property and to amend the easement documents on this parcel.

This amendment with Kimley-Horn and Associates, Inc. has been negotiated for \$4,000.00 and brings the total contract amount to \$399,800.00.

Cost: \$4,000.00
Funding Source: OWRB Loan
Requested By: Charlie Bright, P.E., Director of Engineering & Construction
Approved By: City Manager's Office
Attachments: 20250924-16-Inch WL-Amendment 1.Legal Signed-WL23090

Recommendation:

Approve and authorize execution of Amendment No. 1 to Agreement for Professional Consulting Services with Kimley-Horn and Associates, Inc. for Bixby Two-Way Emergency Waterline Connection, Wagoner County Rural Water District No. 4 Two-Way Emergency Waterline Connection, 24-Inch Waterline Loop-Waco to Elm, 16-Inch Waterline Loop- Florence to Miami (Project Numbers WL23060, WL23070, WL23080, WL23090)

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

**PROJECT NO. WL23060 – BIXBY TWO-WAY EMERGENCY WATERLINE CONNECTION
PROJECT NO. WL23070 – WAGONER COUNTY RWD#4 TWO-WAY EMERGENCY
WATERLINE CONNECTION
PROJECT NO. WL23080 – 24-INCH WATERLINE LOOP – WACO TO ELM
PROJECT NO. WL23090 – 16-INCH WATERLINE LOOP – FLORENCE TO MIAMI**

THIS **AMENDMENT NO. 1** made and entered into this _____ day of _____ 2025, by and between the BROKEN ARROW MUNICIPAL AUTHORITY, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as “OWNER”, and KIMLEY-HORN AND ASSOCIATES, INC., hereinafter referred to as “CONSULTANT”;

WITNESSETH:

WHEREAS, OWNER and CONSULTANT entered into an AGREEMENT on the 6th day of December 2022 “ORIGINAL AGREEMENT” for services as set forth in said AGREEMENT; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to prepare construction documents for bidding purposes for two new emergency interconnections, a new 24-inch water transmission line on 9th Street from Waco to Elm, and a new 16-inch water transmission line on Elm from Florence to Miami.

WHEREAS, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include the revision of the waterline alignment and creation of an additional easement document along the Schulze property.

WHEREAS, the ORIGINAL AGREEMENT and Amendment No. 1 shall hereinafter collectively be referred to as the “AGREEMENT”; and

WHEREAS, funding is now available for said additional services; and

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

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

1. PROJECT SCOPE.

This Amendment requires CONSULTANT to revise the waterline alignment along the Schulze property to avoid existing trees and to provide the easement legal document.

2. CHANGE IN CONTRACT AMOUNT.

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

Original Contract Amount executed December 6, 2022	\$	395,800.00
<u>Amendment No. 1</u>	<u>\$</u>	<u>4,000.00</u>
Revised Total Contract Amount	\$	399,800.00

3. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 1 is effective upon signature of both parties.

Except as amended hereby, all terms of the AGREEMENT shall remain in full force and effect without modification or change.

(REMAINDER OF PAGE INTENTIONALLY BLANK)



City of Broken Arrow

Request for Action

File #: 25-1356, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 10-07-2025

Title:

Approval of and authorization to execute the Professional Services Agreement for the 2025-2026 Quarterly Service Agreement at the Verdigris River Water Treatment Plant (VRWTP) with PSI Water Technologies, Inc

Background:

The Broken Arrow Municipal Authority owns and operates the Verdigris River Water Treatment Plant (VRWTP). The PSI Water Technologies, Inc. performs quarterly site visit inspections on three Microclor Equipment that was purchased and installed at the VRWTP. These instruments help maintain a high level of water quality that comes out of the plant. The agreement will be for quarterly services that will include a site visit per quarter, multi-point mechanical and electrical inspection and a summary report for recommended improvements or repairs.

The Broken Arrow Municipal Authority negotiated \$28,612.00 for quarterly services that will include a site visit per quarter, multi-point mechanical and electrical inspection and a summary report for recommended improvements or repairs. The contract is a not to exceed contract.

Cost: \$28,612.00
Funding Source: Utilities Department O&M Budget
Requested By: Timothy S. Robins, P.E., C.F.M., Utilities Director
Approved By: City Manager's Office
Attachments: Professional Services Contract for Quarterly Service Agreement at the VRWTP

Recommendation:

Approve and execute the Professional Services Agreement for the 2025-2026 Quarterly Service Agreement at the Verdigris River Water Treatment Plant (VRWTP) with PSI Water Technologies, Inc

**BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)
PROFESSIONAL SERVICES AGREEMENT
2025-2026 QUARTERLY SERVICE AGREEMENT AT THE VERDIGRIS RIVER
WATER TREATMENT PLANT (VRWTP)**

1. Professional Service Provider:

- a. Name: PSI Water Technologies, Inc.
- b. Telephone No.: 408-370-6540
- c. Address: 550 Sycamore Drive, Milpitas, CA 95035

2. Project Title and Location: 2025-2026 Quarterly Service Agreement for PSI Water Technologies Microclor Equipment at the Verdigris River Water Treatment Plant.

3. Contract for: Providing quarterly services associated with public works projects for the BAMA. Quarterly services to include: site visits with a multi-point mechanical and electrical inspection to be completed by a certified service technician. The Service shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Service Provider agrees that this quarterly service shall be treated as an important service to BAMA and also agrees to commit the time necessary to perform the professional services in a professional manner.

4. Compensation: Professional Service Provider shall be compensated at the hourly rate in accordance with a lump sum amount that is Not to Exceed Twenty-Eight Thousand Six Hundred Twelve and 00/100 (\$28,612.00) for quarterly services that will include a site visit per quarter, multi-point mechanical and electrical inspection, and a summary report for recommended improvements or repairs. Additional services may be agreed to at a later date. The parties agree that the Professional Service Provider's position is not a traditional BAMA employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time BAMA employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of BAMA's Administrative Policies.

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

6. Time for Performance: These duties, responsibilities and requirements shall begin upon the execution of this Contract for 365 calendar days. BAMA will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and BAMA on the hours required for the work item.

7. Insurance: The Professional Service Provider shall acquire all insurance policies required

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

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

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

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

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

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

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

11. Electronic Signatures:

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

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

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

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

15. Limitation of Liability:

(a) Vendor Cap. Vendor's total aggregate liability to City arising out of or related to this Agreement, whether in contract, tort (including negligence), strict liability, or otherwise, is limited to the insurance limits required by this Agreement actually available to satisfy the claim(s).

(b) Carve-Outs (no cap). The cap in (a) does not apply to: (1) Vendor's indemnity obligations; (2) bodily injury (including death) or damage to tangible property; (3) willful misconduct or gross negligence; (4) failure to maintain required insurance or additional-insured status; (5) return of fees for work not performed or accepted; (6) liquidated damages, service credits, or other agreed remedies; and (7) City's reasonable cost of cover/re-procurement.

(c) Damage Types. Any exclusion of "consequential," "incidental," "special," or "indirect" damages shall not limit City's recovery of the items in (b) or amounts owed to third parties under claims that Vendor must defend and indemnify.

(d) Public Owner & Bonds. Nothing here waives or limits City's rights, immunities, defenses, or statutory liability limits (including under the Oklahoma Governmental Tort Claims Act), expands City's liability, or limits City's rights against performance or payment bonds.

REMAINDER OF PAGE INTENTIONALLY BLANK

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

Broken Arrow Municipal Authority, a Public Trust:

Professional Service Provider:
PSI Water Technologies, Inc.

By: _____
Michael L. Spurgeon
General Manager

By: [Signature] _____

Date: _____

Title: VP + COO _____

Attest: _____

Date: 9/17/2025 _____

Secretary [Seal]

Attest: [Signature] _____

Date: _____

Title: ASSISTANT SECRETARY _____

Date: 9/17/25 _____

Approved as to form:

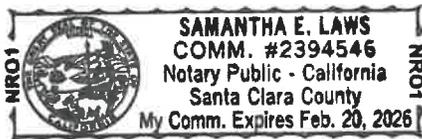
D. Graham Parker
Assistant City Attorney

VERIFICATIONS

State of California)
County of Santa Clara) §

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Before me, a Notary Public, on this 17th day of September 2025, personally appeared Guy Chadwell, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Vice-President (Please circle or specify) of PSI Water Technologies, Inc. to be the identical person who executed the within and foregoing instrument, and acknowledged to me that ~~she~~ executed the same as his/~~her~~ free and voluntary act and deed for the uses and purposes therein set forth.



[Signature]
Notary Public

**BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)
PROFESSIONAL SERVICES AGREEMENT
2025-2026 QUARTERLY SERVICE AGREEMENT AT THE VERDIGRIS RIVER
WATER TREATMENT PLANT (VRWTP)**

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Services and Related Support Services associated with the Quarterly Service at the Verdigris River Water Treatment Plant (VRWTP) from execution of this contract for 365 calendar days. Services performed to provide quarterly services to include site visit consisting of a multi-point mechanical and electrical inspection to be completed by a factory certified service technician. On completion of each quarterly visit, the technician will prepare and deliver a summary report which will include any recommended additional maintenance work or repairs to equipment. PSI will provide a separate quote for work if requested by BAMA. Work performed under the contract shall be performed on a not to exceed contract as requested by BAMA.

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

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

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

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

3.1 The Professional Service Provider shall provide quarterly site visits and multi-point mechanical and electrical inspections, and related support services at the Verdigris River Water Treatment Plant (VRWTP) owned and operated by the Broken Arrow Municipal Authority. Professional services shall also include notice of defects outside of contract for repair.

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

3.3 Service Details. (See Attachment 1 – Services Checklist (each visit))

Site Name/Address: 35608 E. 66th St. South, Broken Arrow, OK 74014

Systems to be Serviced: (3) MC-1000

Price per visit (exclusive of freight and taxes, if applicable):

Visit 1: \$7,153.00, Visit 2: \$7,153.00, Visit 3: \$7,153.00, Visit 4: \$7,153.00.

Total Contract price for four (4) quarterly visits is \$28,612.00. Invoicing for each quarterly service visit will occur upon completion of such visit and payment of each invoice will be due within 30 days.

[END OF ATTACHMENT A]

PSI WATER TECHNOLOGIES

A cleanwater1 Company

550 Sycamore Drive

Milpitas, CA 95035

408 370 6540 📞

cleanwater1.com 🌐

info@cleanwater1.com 📧

QUARTERLY SERVICE AGREEMENT PROPOSAL

Date: 6/23/25

Proposal No: 202506-43517

Customer:

Equipment: Microclor

Project #: 912100

Dear Customer,

Thank you for choosing PSI Water Technologies, Inc. ("PSI") as your trusted equipment and services partner. We are pleased to offer a quotation for a quarterly service agreement. Our quarterly service visit consists of a multi-point mechanical and electrical inspection (shown in Attachment 1) to be completed by a factory certified service technician (the "Services"). On completion of each quarterly visit, the technician will prepare and deliver a summary report which will include any recommended additional maintenance work or repairs to your equipment. If you are interested in implementing any of the recommendations, PSI will provide a separate quote for that work. To accept this agreement, please sign below and return the signed copy to us.

Service Details

Duration: The Services are to be performed at quarterly intervals over the contract year. PSI will contact you to schedule prior to each site visit. Adjustments in the site visit schedule may be needed from time to time, and PSI and the customer will work together to accommodate such adjustments.

Site Name/Address

35608 E. 66th St. South Broken Arrow OK 74014

Systems To be serviced

(3) MC-1000

Price per visit (exclusive of freight and taxes, if applicable)

Visit 1: **\$7153.00** Visit 2: **\$7153.00** Visit 3: **\$7153.00** Visit 4: **\$7153.00**

The total contract price for 4 quarterly visits is \$ **28,612.00** Invoicing for each quarterly service visit will occur upon completion of such visit and payment of each invoice will be due within 30 days.

PSI WATER TECHNOLOGIES

A cleanwater1 Company

ATTACHMENT 1 SERVICES CHECKLIST (EACH VISIT)

Maintenance Activity	Quarterly	Maintenance Activity	Quarterly
General Inspection		Process	
Inspect and record salt levels	✓	Analyze influent water parameters	✓
Inspect for leaks or unusual noises	✓	Inspect cells for corrosion or erosion	✓
Inspect blowers and filters	✓	Inspect plumbing and drain lines for corrosion or erosion	✓
Review and verify power set-points	✓	Inspect electrode for hardness deposits	✓
Record Amperage and Voltage	✓	Service/Calibrate water flow meter	✓
Check brine pump	✓	Inspect brine tank for bridging or tunneling	✓
Test flow sensor	✓	Inspect brine tank level switch/transmitter	✓
Adjust level sensors on cell loops	✓	Cooling and Heating System	
Clean level sensors on cell loops	A/R	Inspect HVAC Unit	A/R
Change filter before brine pump	✓	Clean condenser heat exchanger coils	A/R
Clean Y-strainer before dosing pump	✓	Verify proper operation	✓
Change filter after water softeners	✓	Inspect for leaks	✓
Perform Hypochlorite concentration test	✓	Test and calibrate hydrogen sensor	✓
Supply Water		Replace Element and Calibrate hydrogen sensor	A/R
Validate water softener operation	✓	Other	
Test water hardness	✓	Calibrate temp sender (HMI vs actual)	✓
Verify water flow rates	✓	Calibrate Ammeter (HMI vs actual vs rectifier)	✓
Inspect check valves and solenoid valve(s)	✓	Perform Cell Cleaning	A/R
Check and test pressure relief valves	✓	System Operation Training	
Calibrate flow meters	A/R	End-to-end system overview	✓
Electrical System		PLC/HMI Login	
Check and clean control panel	✓	Overview screen navigation and interaction	
Check and clean rectifier	✓	Setpoint review and setting	
Change PLC backup battery	A/R	Alarm review and settings	
Check UPS	A/R	Troubleshooting	
Inspect/tighten low voltage wiring terminals	✓	Q & A	
Inspect/tighten power wiring terminals	✓		



City of Broken Arrow

Request for Action

File #: 25-1371, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 10-07-2025**

Title:

Approval of and authorization to execute a Professional Consultant Agreement with Route 66 Engineering, LLC for New Orleans & 9th Street Sanitary Sewer Line (Project No. S.26040)

Background:

This project is for the design of a sanitary sewer line extension to the northwest corner of New Orleans and 9th Street. This extension will help accommodate future development in this area. Route 66 Engineering, LLC has been selected for the design of this project.

The Engineering and Construction Department negotiated a Professional Consultant Agreement with Route 66 Engineering, LLC to design and prepare construction documents for the New Orleans & 9th Street Sanitary Sewer Line project. The negotiated amount is \$25,000.00.

Cost: \$25,000.00
Funding Source: Engineering & Construction Professional Services
Requested By: Charlie Bright, P.E., Director of Engineering & Construction
Approved By: City Manager's Office
Attachments: 20250924-Agreement with Rte 66 Engineering.Legal Signed-S.26040

Recommendation:

Approve and authorize execution of a Professional Consultant Agreement with Route 66 Engineering, LLC for New Orleans & 9th Street Sanitary Sewer Line (Project No. S.26040)

**AGREEMENT SUMMARY
BROKEN ARROW MUNICIPAL AUTHORITY
NEW ORLEANS & 9TH STREET SANITARY SEWER LINE
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. S.26040**

1.0 Professional Consulting Firm:

- 1.1 Name: Route 66 Engineering, LLC
- 1.2 Telephone No.: 918-248-1129
- 1.3 Address: 5 South Main Street
Sapulpa, OK 74066

2.0 Project Name/Location: New Orleans & 9th Street Sanitary Sewer Line on the northwest corner of New Orleans & 9th Street in Broken Arrow, OK.

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare Construction Documents for construction of a sanitary sewer line to accommodate future development on the northwest corner of New Orleans (101st St.) and 9th Street, Broken Arrow, OK. These documents shall include, but not be limited to, the following: provide the construction quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

4.0 Agreement Summary:

- 4.1 Agreement Amount: NTE Survey \$ 5,000.00
Design Fees \$ 20,000.00
TOTAL AGREEMENT AMOUNT \$ 25,000.00
- 4.2 Agreement Time: 138 calendar days
- 4.3 Estimated Construction Cost: \$ 560,000.00

5.0 Agreement Approved by the OWNER on: _____

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
ROUTE 66 ENGINEERING, LLC (CONSULTANT)
FOR
NEW ORLEANS & 9TH STREET SANITARY SEWER LINE
PROJECT S.26040**

This AGREEMENT, including Attachment A through Attachment E, between the Broken Arrow Municipal Authority (OWNER) and Route 66 Engineering, LLC, (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to improve the New Orleans and 9th Street Sanitary Sewer Line (PROJECT) to accommodate future development on the northwest corner of New Orleans and 9th Street for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

WHEREAS, CONSULTANT is qualified and capable to provide the professional services required;

NOW, therefore, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Oklahoma and venue for any action concerning this AGREEMENT shall be in the District Court of Tulsa County, Oklahoma.

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. If construction phase services are included, the CONSULTANT shall be the OWNER'S agent and representative to observe, record and report with respect to all services that are required or authorized by the construction documents. OWNER and CONSULTANT agree that the services to be performed under this AGREEMENT by the CONSULTANT shall be as an independent contractor.

ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS

CONSULTANT shall prepare the documents as described in Attachment B as part of this AGREEMENT.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities and Special Conditions.

ARTICLE 7 - STANDARD OF CARE

CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the OWNER and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY

8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.

8.2 Indemnification. CONSULTANT agrees to defend, indemnify, and hold harmless OWNER, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of CONSULTANT, its agents or employees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, or their agents or employees, then they shall be borne by each party in proportion to each entity's own negligence.

8.3 Consequential Damages. OWNER shall not be liable to CONSULTANT for any special, indirect, or consequential damages resulting in any way from the performance of the SERVICES such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

8.4 Survival. Upon completion of all SERVICES, obligations, and duties provided for in this AGREEMENT, or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article 8 shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

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

CONSULTANT shall furnish OWNER certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to OWNER. All PROJECT sub-consultants shall be required to name OWNER and CONSULTANT as certificate holders on their certificate of insurance for the PROJECT, and shall be required to indemnify OWNER and CONSULTANT to the same extent. CONSULTANT shall be held responsible to submit certificates of insurance for sub-consultants to OWNER prior to the sub-consultant's release to commence work.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

Since CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet PROJECT schedules, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

ARTICLE 13 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the OWNER for the specific purpose intended will be at CONSULTANT'S sole risk and without liability or legal exposure to the OWNER. CONSULTANT shall defend, indemnify, and hold harmless the OWNER against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

ARTICLE 15 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

ARTICLE 16 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other

labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 17 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 19 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

ARTICLE 21 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

ARTICLE 23 - COMPLETION

CONSULTANT shall complete the services within the time frame outlined on Attachment E, Schedule, subject to conditions which are beyond the control of the CONSULTANT.

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 CONSULTANT shall demonstrate that he:

- 24.1.1 Has complied, and shall at all times during the term of this AGREEMENT, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”); and
- 24.1.2 Has properly maintained, and shall at all times during the term of this AGREEMENT, maintain any and all employee records required by the U.S. Department of Homeland Security (“DHS”), including, without limitation, properly completed and maintained Form I-9s for each of the CONSULTANTS employees; and
- 24.1.3 Has verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS’s E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this AGREEMENT; and
- 24.1.4 Has required, and will at all times during the term of this AGREEMENT, require any sub-contractor utilized, hired or sub-contracted for by CONSULTANT for the completion or undertaking of any duties, tasks or responsibilities under this AGREEMENT, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (l), parts (a), (b) and (c), above, with regards to each of the sub-contractor’s employees.
- 24.2 CONSULTANT will indemnify, defend and hold harmless OWNER against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney’s fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, CONSULTANTS failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by CONSULTANT as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

OWNER:	Broken Arrow Municipal Authority 485 N. Poplar Avenue Broken Arrow, OK 74012 Contact: Jordan Grace, P.E. Environmental Division Project Engineer
CONSULTANT:	Route 66 Engineering, LLC 5 South Main Street, Sapulpa, OK 74066 918-248-1129 Contact Name: Billy Cox, P.E. Vice President of Engineering

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

ARTICLE 26 – ELECTRONIC SIGNATURES

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

CONSULTANT agrees to comply with OWNER'S requirements for submission of electronically signed and/or submitted documents.

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IN WITNESS WHEREOF, the General Manager of the Broken Arrow Municipal Authority, Oklahoma has hereunto set his hand, for and on behalf of the Broken Arrow Municipal Authority and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER:

Broken Arrow Municipal Authority

By: _____
Michael L. Spurgeon, General
Manager

Date: _____

CONSULTANT:

Route 66 Engineering, LLC

By: _____
John Droz, President

Date: 9/22/25

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
Secretary [Seal]

Date: _____

Attest: _____
Danyell Blankenship, Vice President

Date: 9/22/2025

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of OK)
County of Tulsa) §

Before me, a Notary Public, on this 22nd day of Sept., 2025, personally appeared John Droz, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Route 66 Engineering, LLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

8/3/26
Tamra Lonon
Notary Public

TAMRA LONON
Notary Public, State of Oklahoma
Commission #22010498
My Commission Expires 08/03/2026

**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
ROUTE 66 ENGINEERING, LLC (CONSULTANT)
FOR
NEW ORLEANS & 9TH STREET SANITARY SEWER LINE
PROJECT NO. S.26040**

SCOPE OF SERVICES

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

1.0 PROJECT UNDERSTANDING

- 1.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for the construction of 8-Inch Sanitary Sewer Line on the northwest corner of New Orleans and 9th Street in Broken Arrow. These documents shall include, but not be limited to, the following: provide the construction quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.
- 1.2 The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.
- 1.3 Furthermore, the CONSULTANT understands that the OWNER has (\$585,000) budgeted for this PROJECT that includes all professional consultant fees and project construction monies.

2.0 PROJECT SCOPE

- 2.1 The project consists of the design of approximately 900 LF of 10" gravity sanitary sewer and 700L of 8" gravity sanitary sewer and the necessary appurtenances starting from an existing 18" trunk line that runs north south approximately 1,320 LF west of 9th Street, going east to cross 9th street, and ending approximately 75 LF east of 9th Street at a plug for future development. Refer to Exhibit 1 – Project Location. Construction of the new gravity sewer line is required for future development on the northwest and northeast corners of New Orleans and 9th Street.

3.0 SCOPE OF SERVICES

- 3.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:
 - 3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
 - 3.1.2 Meet with the OWNER in a Kickoff Meeting in order to determine design criteria, requirements and codes and other critical design features of the

PROJECT such as preferred alignment as well as project schedule and milestone dates.

- 3.1.3 Provide OWNER with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
- 3.1.4 Meet with the OWNER to discuss review comments on each phase of the project, and incorporate appropriate comments into following phase.

3.2 PRELIMINARY DESIGN PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.2.1 Submit preliminary drawings to OWNER in electronic pdf format (no hard copies). Within 14 days of receipt, OWNER shall submit to CONSULTANT any comments regarding the preliminary drawings.
- 3.2.2 Establish horizontal and vertical controls necessary for the design and construction of the project including the establishment of reference points and benchmarks at each end and at interim points of the project. Control shall be in accordance with the most recent version of the OWNER'S Engineering Design Criteria Manual.
- 3.2.3 Conduct all field surveys, including topographical, boundary, and aerial surveys, as necessary, for the design of the project.
- 3.2.4 Research and field-verify, as able, the horizontal and vertical locations of all public and private utilities within the project boundary, which may be in conflict with the project.
- 3.2.5 Prepare "Minimum Required" right-of-way and easement documents.
- 3.2.6 Prepare Right-of-Way map.
- 3.2.7 Prepare a preliminary cost estimate for the proposed improvements, using 15% contingency.
- 3.2.8 Prepare preliminary special provisions, if appropriate.

3.3 FINAL DESIGN PHASE: Upon receiving comments from the OWNER on the preliminary design, CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.3.1 Conduct all necessary design functions required to complete the final design phase of the project.
- 3.3.2 Procure and provide Property Report on all right-of-way and easement acquisition parcels.
- 3.3.3 Prepare final construction cost estimate.
- 3.3.4 Attend meeting to review final plans.
- 3.3.5 Prepare construction specifications.
- 3.3.6 Prepare and complete final design and quantities and submit final drawings to OWNER in electronic pdf format (no hard copies). Within 14 days of receipt, OWNER shall submit to CONSULTANT final comments regarding the final drawings.

3.4 FINAL SIGNED & SEALED CONSTRUCTION DRAWINGS:

- 3.4.1 Incorporate final design review comments and prepare signed and sealed copies of the final design to OWNER in electronic pdf format (no hard copies). Furnish one (1) set of final drawings on electronic media (AutoCAD 2024 or earlier version), and one (1) master set of final specifications on electronic media and paper.

3.5 CONSTRUCTION SERVICES PHASE: This phase may be negotiated with the

CONSULTANT upon the request of the OWNER.

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
ROUTE 66 ENGINEERING, LLC (CONSULTANT)
FOR
NEW ORLEANS & 9TH STREET SANITARY SEWER LINE
PROJECT NO. S.26040**

ORGANIZATION OF SUBMITTAL DOCUMENTS

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

- 1.0 CONSTRUCTION PLANS:** The CONSULTANT shall submit in-full, construction plans in accordance with OWNER requirements.
- 2.0 DESIGN ANALYSIS:** The CONSULTANT shall submit in-full, a design analysis containing calculations, cut sheets, and outline specifications as described.
- 3.0 TECHNICAL SPECIFICATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, technical specifications to be included in the final construction documents.
- 4.0 DESIGN CALCULATIONS:** The CONSULTANT shall submit in-full, any design calculations developed for preliminary and final design.
- 5.0 RIGHT-OF-WAY & EASEMENT DOCUMENTS:** The CONSULTANT shall submit in-full, all required Right-of-Way and Easement documents in accordance with OWNER requirements.

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
ROUTE 66 ENGINEERING, LLC (CONSULTANT)
FOR
NEW ORLEANS & 9TH STREET SANITARY SEWER LINE
PROJECT NO. S.26040**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment C and shall be made a part of the AGREEMENT dated the ____ day of _____, 2025.

1.0 BASIC COMPENSATION

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

- 1.1 Topographic Survey: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 5,000.00 for the completion of the Topographic Survey. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$20,000.00 for the completion of the Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

2.0 ADDITIONAL SERVICES BASED ON TIME

N/A

3.0 REPRODUCTION

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

4.0 MILEAGE

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

5.0 DIRECT COSTS

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

6.0 ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

**ATTACHMENT D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
ROUTE 66 ENGINEERING, LLC (CONSULTANT)
FOR
NEW ORLEANS & 9TH STREET SANITARY SEWER LINE
PROJECT NO. S.26040**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the ____ day of _____, 2025.

1.0 OWNER'S RESPONSIBILITIES

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above and below ground for exact location;
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall be responsible for all permit fees and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;
- 1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and
- 1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

2.0 SPECIAL CONDITIONS

- 2.1 None

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY(OWNER)
AND
ROUTE 66 ENGINEERING, LLC (CONSULTANT)
FOR
NEW ORLEANS & 9TH STREET SANITARY SEWER LINE
PROJECT NO. S.26040**

PROJECT SCHEDULE

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

1.0 PRELIMINARY DESIGN PHASE:

- 2.1 Notice to Proceed: October 8, 2025
- 2.2 Prepare Preliminary Plans & Preliminary ROW/Easement Documents: October 8 – December 5, 2025
- 2.3 Submit Preliminary Plans & Preliminary ROW/Easement Documents: December 5, 2025
- 2.4 OWNER Review: December 8 – December 22, 2025

2.0 FINAL DESIGN PHASE:

- 2.1 Notice to Proceed: December 22, 2025
- 2.2 Prepare final ROW/Easement Documents: December 23, 2025 – January 16, 2026
- 2.3 Submit final ROW/Easement Documents: January 16, 2026
- 2.4 Prepare final plans and specifications: December 23, 2025 – February 27, 2026
- 2.5 Prepare final cost estimate: December 23, 2025 – February 27, 2026
- 2.6 Submit final plans and specifications: February 27, 2026
- 2.7 OWNER Review: March 2 – March 16, 2026
- 2.8 Submit signed & sealed design drawings and specifications: March 31, 2026

EXHIBIT 1 - Project Location





City of Broken Arrow

Request for Action

File #: 25-1348, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 10-07-2025

Title:

Approval of and authorization to rescind the purchase of one (1) $\frac{3}{4}$ ton pickup from Carter Chevrolet and one (1) 1 ton service truck from Vance Chevrolet

Background:

On August 19th, 2025, Broken Arrow Municipal Authority took action to authorize the purchase of one (1) $\frac{3}{4}$ ton pickup from Carter Chevrolet. Additionally, Broken Arrow Municipal Authority took action to authorize the purchase of one (1) 1 ton service truck from Vance Chevrolet on September 16th, 2025. The funding was authorized in the 2026 budget under fund 329 (general City of Broken Arrow funding) and not 220 (Broken Arrow Municipal Authority funding). Therefore, the Broken Arrow Municipal Authority is not the correct body to approve the purchase, and these items will be added to the Broken Arrow City Council for consideration.

Cost: None

Funding Source: None

Requested By: Timothy Wilson, Director of Streets and Stormwater

Approved By: City Manager's Office

Attachments: None

Recommendation:

Approve of and authorize rescinding the purchase of one (1) $\frac{3}{4}$ ton pickup from Carter Chevrolet and one (1) 1 ton service truck from Vance Chevrolet



City of Broken Arrow

Request for Action

File #: 25-1406, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 10-07-2025

Title:

Approval of and authorization to purchase one (1) Ford F-150 4X4 crew cab pickup from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Utilities Department

Background:

Funds have been approved for the purchase of one (1) new F-150 4x4 pickup for the Water Distribution Division of the Utilities Department. This vehicle will be utilized for line locating operations for the City of Broken Arrow. This acquisition is identified under Project Number 2654030 in the FY2026 budget with \$65,000 allocated for the purchase of a Ford Expedition 4X4, however staff has indicated that a half ton pickup upfitted with a service shell will better serve the intended purpose for the new line locate crew.

To maximize resources and achieve cost efficiencies, staff recommends procuring the vehicle through the Oklahoma Statewide Contract SW0035. This contract allows municipal agencies across Oklahoma to purchase vehicles at pre-negotiated state contract pricing, eliminating the need for a separate bid process while providing substantial cost and administrative savings. Utilizing State Contract SW0035 ensures compliance with budgetary constraints while securing a durable, high-quality asset for the Utilities Department.

Section 2-27(b)(5) of the Broken Arrow Code of Ordinances provides an exception to the competitive bidding process for supplies, materials, equipment, or contractual services purchased at a price not exceeding that set by the state purchasing agency, any other state agency authorized to regulate prices, or from purchasing consortiums.

In addition, Section V.d of the Broken Arrow Purchasing Manual authorizes purchases from “the state contract or other purchasing consortiums,” noting that such purchases eliminate the need for formal competitive bidding. State contract pricing qualifies under both the Code of Ordinances and the Purchasing Manual.

Following a review of available options, staff recommends approval to purchase one (1) F-150 4x4 pickup from Vance Country Ford in the amount of \$47,101.00 through State Contract SW0035.

Cost: \$47,101.00
Funding Source: 2654030-2205400-570020
Requested By: Ryan Baze, Director of Maintenance Services
Approved By: City Manager’s Office
Attachments: Half ton crew 4X4, SW0035 Fully Executed Vance Country Ford contract

Recommendation:

Approval of and authorization to purchase one (1) Ford F-150 4X4 crew cab pickup from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Utilities Department

VANCE COUNTRY FORD

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



QUOTE

DATE	9/30/2025
QUOTE NUMBER	000Q18077
EXPIRATION DATE	
SHIP VIA	Stock Order
TERMS	SW035 - STATE CONTRACT

SOLD TO: **City of Broken Arrow** **SHIP TO:** **City of Broken Arrow**

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

GRANT RISSLER
 PO Box 610
 1700 W. Detroit St
 Broken Arrow, OK 74012

Any Questions? Call 405-282-3800
 Colt Weatherby

colt@vancefleet.com

Qty	OPTION	Description	Unit Price	Ext. Price
1	W1L	2025 FORD F150 CREW CAB, 5.5' BED	\$40,813.00	\$40,813.00
1	4WD/413	4 WHEEL DRIVE w/ SKID PLATES	\$3,953.00	\$3,953.00
1	103A	XL HIGH EQUIPMENT GROUP - 17" Silver Painted Aluminum Wheels, Chrome Bumpers, LED Fog Lamps, Interior Work Surface, Rear Window Fixed Privacy Glass w/ Defroster	\$1,195.00	\$1,195.00
1	995	ENGINE: 5.0L V8	\$0.00	\$0.00
1	44G	TRANSMISSION: 10 SPEED AUTOMATIC	\$0.00	\$0.00
1	XL3	ELECTRONIC LOCKING w/ 3.31 AXLE RATIO	\$470.00	\$470.00
1	ATT	TIRES: 265/70R17 BSW ALL TERRAIN	\$295.00	\$295.00
1	SYNC	SYNC 4 w/ BLUETOOTH CONNECTIVITY	\$0.00	\$0.00
1	GVWR	GVWR: 7100 LBS PAYLOAD PACKAGE	\$0.00	\$0.00
1	18B	BLACK PLATFORM RUNNING BOARDS	\$250.00	\$250.00
1	TOW	CLASS IV TOW EQUIPMENT -Hitch, Trailer Wiring Harness and Trailer Sway Control	\$0.00	\$0.00
1	CS	INTERIOR: MEDIUM DARK SLATE CLOTH 40/20/40	\$0.00	\$0.00
1	M7	EXTERIOR: CARBONIZED GRAY	\$0.00	\$0.00
1	TINT	TINT FRONT 2 TO MATCH	\$125.00	\$125.00
SubTotal:				\$47,101.00

Accepted By: _____

Terms:

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

- 1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE
- 2) ALL REBATES & INCENTIVES HAVE BEEN INCLUDED IN TOTAL PRICE.

SUB-TOTAL	\$47,101.00
	\$0.00
TOTAL DUE	\$47,101.00



STATE OF OKLAHOMA STATEWIDE CONTRACT WITH COUNTRY FORD-MERCURY, INC.

This State of Oklahoma Statewide Contract (“Contract”) is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and Country Ford-Mercury, Inc. (“Supplier”) and is effective February 8, 2021.

Purpose

The State is awarding this Contract to Supplier for the provision of vehicle purchases, as more particularly described in certain Contract Documents. Supplier submitted a proposal which contained no exceptions to the Solicitation. This Contract memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation, Attachment A
 - 2.1.A. Exhibit 1
 - 2.2. General Terms, Attachment B;
 - 2.3. Statewide Specific Terms Attachment C;
 - 2.4. Intentionally Omitted, Attachment D;
 - 2.5. Bid Portion, Attachment E and
 - 2.6. Intentionally Omitted, Attachment F.
3. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES

COUNTRY FORD-MERCURY, INC.

By: Dan Sivard

Name: Dan Sivard

Title: State Purchasing Director

Date: 02/03/2021

By: 
Cameron Colter (Feb 3, 2021 13:28 CST)

Name: CAMERON COLTER

Title: FLEET MANAGER

Date: 02/03/2021

ATTACHMENT A
SOLICITATION NO. 0900000469

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

Purpose

This Contract is for vehicles to be provided on an as-needed basis.

Oklahoma has over 100 executive agencies in 77 counties and over 500 municipal government Affiliates. The Contract is awarded for the Supplier to provide for the purchase of vehicles, warranty work, and replacement parts.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are (4) one-year options to renew the Contract.

2. Contract Specifications

Contract specifications are set forth below as Exhibit 1.

EXHIBIT 1

1. Responsibilities

- A. Supplier must provide the most current model of vehicles, to be available for the entire model year of production.
- B. All vehicles shall be new. No demonstration, used, rebuilt, or refurbished vehicles will be accepted.
- C. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for the duration of the Contract period.
- D. Supplier shall provide a percentage discount off of the MSRP for any optional equipment for which pricing has not been provided, aftermarket options, and the labor rate per hour to install the optional equipment.
- E. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.
- F. Pricing shall only be adjusted at the time of model year changes.
- G. All actual "build out" schedules must be submitted by the Supplier as it is made aware of them. The approximate build out schedules provided by the Supplier on the effective date of the Contract will be adjusted as the actual schedules become available.
- H. Any requested changes to the model year vehicles offered by the Supplier must be submitted to the Contracting Officer within 30 days of the requested start date of the change. Changes include pricing and specification changes from one model year to the next.
- I. As new model year vehicles become available, the Supplier shall submit pricing at either the same rate as the previous model, or an increase or decrease based only on the manufacturer's percentage of increase or decrease. Documentation must be submitted to the Contracting Officer within 30 days of the effective date of change and revised pricing shall not be retroactive. New model year vehicles cannot be offered without approval from the Contracting Officer.
- J. If there is a model year change over the course of the Contract period, the Supplier must send a written request for approval of the change to the Contracting Officer. The Contract change request must identify all vehicle specification changes between the previously awarded model year and the proposed new model year. The State reserves the right to review and may agree to cancel the awarded vehicle by issuance of a Contract Addendum.
- K. If during the Contract period there is a model year change by the Original Equipment Manufacturer (OEM) or additional costs are incurred by the Supplier from a third-party, the Supplier must send a written request for approval of the change to the Contracting Officer. The request for a price increase or decrease must include a copy of the OEM's official notice or other evidence that the increase or decrease is applicable to all customers.
- L. All upgrades or repairs required by the OEM due to changes or recalls shall be incorporated at no cost to the Customer.
- M. Vehicles that remain in the Supplier's possession overnight or for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Supplier shall be responsible for the proper care and custody of any Customer-owned equipment in the Supplier's possession.
- N. The Supplier must provide any training opportunities available to the Customer.
- O. The Supplier must maintain a website detailing all current models available under the Contract.

2. Licensing

Sales of motor vehicles in the State of Oklahoma are subject to the Oklahoma Motor Vehicle Commission Statutes (Oklahoma Statutes, Title 47 - Motor Vehicles, Chapter 62). The Bidder

certifies by submission of a Bid that all required Oklahoma Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses have been submitted with the Bid. It is the Supplier's responsibility to keep all required Oklahoma Motor Vehicle Commission licensing current during the term of the Contract and to furnish copies at any time upon request by the State. If Supplier does not maintain current licensing, the Contract may be immediately terminated, upon discovery of the expiration of the license. Contracts for motor vehicles to be sold within the state of Oklahoma may be made only with properly licensed Oklahoma Motor Vehicle Dealers.

3. Warranty

- A.** The Supplier agrees the products purchased under this Contract shall be covered by all commercial warranties the Supplier provides for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State by any other clause of this Contract.
- B.** The Supplier warrants that at the time of delivery, all products purchased under this Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Contract.
- C.** All warranty work performed and parts/materials supplied shall meet OEM warranty requirements. All work performed not meeting such specifications or found to be defective, shall not be accepted. The Supplier shall be required to make repairs or corrections at no additional cost to the Customer.
- D.** The Supplier shall furnish a copy of the warranty applicable for the product. All product warranties shall start on the date of acceptance.
- E.** The Supplier is required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to the Customer.
- F.** The Supplier shall correct ordering errors without further cost to the Customer.
- G.** A copy of the warranty shall be included for replacement parts purchased.
- H.** All persons utilized in the performance of this Contract shall be employees of the Supplier and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified, trained or authorized service technicians.
- I.** Warranty repair facilities must be identified in each pricing sheet.

4. Insurance

- A.** The Supplier shall maintain insurance coverage at all times during the entire term of this contract. The following types of risks shall be covered in the Supplier's policy:
 - i.** Worker's Compensation Insurance and employer's liability insurance sufficient to cover Supplier's employees as required by the State.
 - ii.** Comprehensive General Liability Insurance to include Products/Completed Operations, Premises Operations, Personal Injury, Medical Expenses and Fire Damage.
 - iii.** Commercial Automobile Insurance, hired and non-owned.
 - iv.** Garage Keepers Liability Insurance.
 - v.** Commercial Property Coverage

5. Quality of Parts

- A.** Parts must be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the Customer.
- B.** After market repair parts must be equal to, or exceed OEM specifications.
- C.** Repair parts must be packaged and distributed under the respective nationally known name brands.
- D.** All rebuilt or remanufactured parts must meet the same requirements as listed above.

- E. Some repair parts may be required to be original equipment manufactured repair parts. Supplier must carry a complete line of OEM parts for all models of vehicles available under this Contract.
- F. Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

6. Ordering

- A. No minimum orders are required under this Contract.
- B. All options, accessories, or attachments on an ordered vehicle shall include all standard items normally furnished by the manufacturer/dealer for the basic vehicle being purchased.
- C. The Supplier shall furnish any required Safety Data Sheets or a composite concentration list with the product invoice.
- D. Purchase cards will not be an acceptable form of payment under this Contract.

7. Delivery

- A. Delivery of vehicles is to be made within 120 calendar days after receipt of order unless other arrangements are made between the customer and the Supplier.
- B. All vehicles are to be delivered new, unused, assembled, serviced, with a full gas tank, oiled and ready for immediate use, unless otherwise requested by the Customer. Liability for product delivery remains with the Supplier until delivered and accepted.
- C. The Customer must provide specific delivery instructions to the Supplier.
- D. Delivery on parts must be made within 30 days of order.
- E. All vehicles shall be delivered with one copy of the operator's manual, and an illustrated repair parts manual or list.
- F. Any freight, shipping and handling costs and set-up fees paid by the Customer are to be annotated on the quote/invoice as a separate line item.

8. Leasing

- A. The Supplier may provide vehicle leasing under this Contract. State agencies are not authorized to lease vehicles without prior approval by the Oklahoma Bond Oversight Committee.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

- 2.2** Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

- A.** any Addendum;
- B.** any applicable Solicitation;
- C.** any Contract-specific State terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D.** the terms contained in this Contract Document;
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
- F.** any statement of work, work order, or other similar ordering document as applicable; and
- G.** other mutually agreed Contract Documents.

- 2.3** If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 **Modification of Contract Terms and Contract Documents**

3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 **Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.

4.2 **Addendum** means a mutually executed, written modification to a Contract Document.

4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.

4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debaring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 **OAC** means the Oklahoma Administrative Code.
- 4.15 **OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to

perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3** Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4** Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

- 7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** Intentionally Omitted.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

- 8.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

8.2 Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the

Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

8.3 Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

9.1 As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
- B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
- C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
- D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
- E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F. Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
 - G. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
 - H. Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
 - I. Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
 - J. Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2 The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3 At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4 In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

10.1 As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.

10.2 The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

10.3 Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

11.1 The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

11.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

13.1 Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

13.2 Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

13.3 If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.

- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

- 17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.
- 17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

- 18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

18.4 The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

19.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

19.2 Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

20.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

20.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

20.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:

State Purchasing Director
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Purchasing Division Deputy General Counsel
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

- 1.1 The Contract is a mandatory contract.
- 1.2 The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

- 2.1 Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2 Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3 Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all Acquisitions under a statewide contract. The payment of such fee will be calculated for all Acquisitions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, Acquisitions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract

using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii.** Quarterly submission regardless of whether there were Acquisitions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
 - a.** January 01 through March 31;
 - b.** April 01 through June 30;
 - c.** July 01 through September 30; and
 - d.** October 01 through December 31.
- v.** Reports must include the following information:
 - a.** Procuring entity;
 - b.** Order date;
 - c.** Purchase Order number or note that the Acquisition was paid by Purchase Card;
 - d.** City in which products or services were received or specific office or subdivision title;
 - e.** Product manufacturer or type of service;
 - f.** Manufacturer item number, if applicable;
 - g.** Product description;

- h.** General product category, if applicable;
- i.** Quantity;
- j.** Unit list price or MSRP, as applicable;
- k.** Unit price charged to the purchasing entity; and
- l.** Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
Will Rogers Building
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

ATTACHMENT E

Current Supplier pricing is available on the Statewide Contract 0035 webpage. Please reach out to the Contracting Officer if there are any questions.



City of Broken Arrow

Request for Action

File #: 25-1402, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 10-07-2025

Title:

Approval of and authorization to purchase one (1) Ford F-550 4X4 extended cab Service Truck from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Utilities Department

Background:

Funds have been approved for the purchase of one (1) new F-550 4x4 Class 5 service truck for the Sewer Division of the Utilities Department. This vehicle will be utilized to service the wastewater infrastructure assets for the City of Broken Arrow. This acquisition is identified under Project Number 2654410 in the FY2026 budget with \$85,000 allocated for the purchase of a ¾ ton crew cab 4x4 with a standard service body. The sewer division has identified a more pressing need for a heavy utility truck to serve their needs and intends to transfer an additional \$6500.00 to this project from another vehicle project with surplus funds to cover the cost overrun.

To maximize resources and achieve cost efficiencies, staff recommends procuring the vehicle through the Oklahoma Statewide Contract SW0035. This contract allows municipal agencies across Oklahoma to purchase vehicles at pre-negotiated state contract pricing, eliminating the need for a separate bid process while providing substantial cost and administrative savings. Utilizing State Contract SW0035 ensures compliance with budgetary constraints while securing a durable, high-quality asset for the Utilities Department.

Section 2-27(b)(5) of the Broken Arrow Code of Ordinances provides an exception to the competitive bidding process for supplies, materials, equipment, or contractual services purchased at a price not exceeding that set by the state purchasing agency, any other state agency authorized to regulate prices, or from purchasing consortiums.

In addition, Section V.d of the Broken Arrow Purchasing Manual authorizes purchases from “the state contract or other purchasing consortiums,” noting that such purchases eliminate the need for formal competitive bidding. State contract pricing qualifies under both the Code of Ordinances and the Purchasing Manual.

Following a review of available options, staff recommends approval to purchase one (1) F-550 4x4 Extended cab service truck from Vance Country Ford in the amount of \$91,372.80 through State Contract SW0035.

Cost: \$91,372.80
Funding Source: 2654410-2205415-570020
Requested By: Ryan Baze, Director of Maintenance Services

File #: 25-1402, **Version:** 1

Approved By: City Manager's Office

Attachments: Sewer Division Service Truck Quote, SW0035 Fully Executed Vance Country Ford contract

Recommendation:

Approval of and authorization to purchase one (1) Ford F-550 4X4 extended cab Service Truck from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Utilities Department

VANCE COUNTRY FORD

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



QUOTE

DATE	9/30/2025
QUOTE NUMBER	000Q18074
EXPIRATION DATE	
SHIP VIA	Factory Order
TERMS	SW0035 - STATE CONTRACT

SOLD TO: City of Broken Arrow **SHIP TO:** City of Broken Arrow

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

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

Any Questions? Call 405-282-3800
 Colt Weatherby
 colt@vancefleet.com

Qty	OPTION	Description	Unit Price	Ext. Price
1	X5H	2026 FORD F550 EXTENDED CAB CHASSIS DRW 4X4	\$56,493.00	\$56,493.00
1	4WD	FOUR WHEEL DRIVE	\$3,425.00	\$3,425.00
1	DRW / WB / CA	DUAL REAR WHEEL / 179" WHEEL BASE / 60" CA	\$0.00	\$0.00
1	640A	XL TRIM PACKAGE	\$0.00	\$0.00
1	99T	6.7L V8 DIESEL POWER STROKE	\$9,995.00	\$9,995.00
1	41H	ENGINE BLOCK HEATER	\$0.00	\$0.00
1	44G	10SPD AUTO TRANS	\$0.00	\$0.00
1	TGK	19.5" ALL TERRAIN TIRES	\$215.00	\$215.00
1	X4N	4.10 AXLE LIMITED SLIP	\$395.00	\$395.00
1	18B	BLACK PLATFORM RUNNING BOARDS	\$422.75	\$422.75
1	41P	SKID PLATES	\$0.00	\$0.00
1	43C	120V / 400W POWER OUTLET	\$213.75	\$213.75
1	512	SPARE TIRE AND WHEEL	\$0.00	\$0.00
1	52B	TRAILER BRAKE CONTROLLER	\$300.00	\$300.00
1	52S	INTERIOR WORK SURFACE	\$133.00	\$133.00
1	67B	410 AMP ALTERNATOR	\$204.25	\$204.25
1	68H	PAYLOAD PLUS UPGRADE 2 19550 GVWR	\$0.00	\$0.00
1	86M	DUAL BATTERY	\$0.00	\$0.00
1	872	REARVIEW CAMERA PREP KIT (CAMERA WILL BE INSTALLED BY BED UPFITTER)	\$489.25	\$489.25
1	Z1	EXTERIOR : OXFORD WHITE	\$0.00	\$0.00
1	AS	INTERIOR : VINYL 40/20/40 SPLIT BENCH MED DARK SLATE	\$0.00	\$0.00
SubTotal				\$72,286.00
1	6108D54-2-P2	KNAPHEIDE SERVICE BODY DRW PAINTED WHITE	\$12,069.12	\$12,069.12
1	34858011	94" BUMPER W/ HITCH RECESS PRIMED	\$804.93	\$804.93
1	20095530	INSTALL KIT / WIRING HARNESS	\$720.00	\$720.00
1	1801050	RECEIVER HITCH AND 7WAY RV STYLE PLUG	\$505.34	\$505.34
1	20063020	WEATHERGUARD SINGLE LADDER RACK	\$703.21	\$703.21
1	E41-W11V	LED COMPARTMENT LIGHTS	\$689.98	\$689.98
1	EE	EXHAUST EXTENSION	\$155.25	\$155.25
1	EFT	ELECTRICAL & FUEL TEST MUD FLAPS	\$425.00	\$425.00
1	GP-ISW3000	GO POWER 3000W INVERTER 30 AMP	\$1,344.00	\$1,344.00
1	IIS	INVERTER INSTALL SUPPLIES	\$344.97	\$344.97
1	PB TUP		\$375.00	\$375.00

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	\$91,372.80
	\$0.00
TOTAL DUE	\$91,372.8115

Qty	OPTION	Description	Unit Price	Ext. Price
1	4WAY	PAINT BUMPER / TOUCHUP PAINT AMBER/WHITE LED SNIPER LIGHTS ON 4 CORNERS OF SVC BODY	\$950.00	\$950.00
		SubTotal		\$19,086.80

Accepted By: _____

Terms:

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

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

2) ALL REBATES & INCENTIVES HAVE BEEN INCLUDED IN TOTAL PRICE.

SUB-TOTAL	\$91,372.80
	\$0.00
TOTAL DUE	\$91,372.80
	2 of 2

116



STATE OF OKLAHOMA STATEWIDE CONTRACT WITH COUNTRY FORD-MERCURY, INC.

This State of Oklahoma Statewide Contract (“Contract”) is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and Country Ford-Mercury, Inc. (“Supplier”) and is effective February 8, 2021.

Purpose

The State is awarding this Contract to Supplier for the provision of vehicle purchases, as more particularly described in certain Contract Documents. Supplier submitted a proposal which contained no exceptions to the Solicitation. This Contract memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation, Attachment A
 - 2.1.A. Exhibit 1
 - 2.2. General Terms, Attachment B;
 - 2.3. Statewide Specific Terms Attachment C;
 - 2.4. Intentionally Omitted, Attachment D;
 - 2.5. Bid Portion, Attachment E and
 - 2.6. Intentionally Omitted, Attachment F.
3. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES

COUNTRY FORD-MERCURY, INC.

By: Dan Sivard

Name: Dan Sivard

Title: State Purchasing Director

Date: 02/03/2021

By: 
Cameron Colter (Feb 3, 2021 13:28 CST)

Name: CAMERON COLTER

Title: FLEET MANAGER

Date: 02/03/2021

ATTACHMENT A
SOLICITATION NO. 0900000469

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

Purpose

This Contract is for vehicles to be provided on an as-needed basis.

Oklahoma has over 100 executive agencies in 77 counties and over 500 municipal government Affiliates. The Contract is awarded for the Supplier to provide for the purchase of vehicles, warranty work, and replacement parts.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are (4) one-year options to renew the Contract.

2. Contract Specifications

Contract specifications are set forth below as Exhibit 1.

EXHIBIT 1

1. Responsibilities

- A.** Supplier must provide the most current model of vehicles, to be available for the entire model year of production.
- B.** All vehicles shall be new. No demonstration, used, rebuilt, or refurbished vehicles will be accepted.
- C.** Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for the duration of the Contract period.
- D.** Supplier shall provide a percentage discount off of the MSRP for any optional equipment for which pricing has not been provided, aftermarket options, and the labor rate per hour to install the optional equipment.
- E.** All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.
- F.** Pricing shall only be adjusted at the time of model year changes.
- G.** All actual "build out" schedules must be submitted by the Supplier as it is made aware of them. The approximate build out schedules provided by the Supplier on the effective date of the Contract will be adjusted as the actual schedules become available.
- H.** Any requested changes to the model year vehicles offered by the Supplier must be submitted to the Contracting Officer within 30 days of the requested start date of the change. Changes include pricing and specification changes from one model year to the next.
- I.** As new model year vehicles become available, the Supplier shall submit pricing at either the same rate as the previous model, or an increase or decrease based only on the manufacturer's percentage of increase or decrease. Documentation must be submitted to the Contracting Officer within 30 days of the effective date of change and revised pricing shall not be retroactive. New model year vehicles cannot be offered without approval from the Contracting Officer.
- J.** If there is a model year change over the course of the Contract period, the Supplier must send a written request for approval of the change to the Contracting Officer. The Contract change request must identify all vehicle specification changes between the previously awarded model year and the proposed new model year. The State reserves the right to review and may agree to cancel the awarded vehicle by issuance of a Contract Addendum.
- K.** If during the Contract period there is a model year change by the Original Equipment Manufacturer (OEM) or additional costs are incurred by the Supplier from a third-party, the Supplier must send a written request for approval of the change to the Contracting Officer. The request for a price increase or decrease must include a copy of the OEM's official notice or other evidence that the increase or decrease is applicable to all customers.
- L.** All upgrades or repairs required by the OEM due to changes or recalls shall be incorporated at no cost to the Customer.
- M.** Vehicles that remain in the Supplier's possession overnight or for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Supplier shall be responsible for the proper care and custody of any Customer-owned equipment in the Supplier's possession.
- N.** The Supplier must provide any training opportunities available to the Customer.
- O.** The Supplier must maintain a website detailing all current models available under the Contract.

2. Licensing

Sales of motor vehicles in the State of Oklahoma are subject to the Oklahoma Motor Vehicle Commission Statutes (Oklahoma Statutes, Title 47 - Motor Vehicles, Chapter 62). The Bidder

certifies by submission of a Bid that all required Oklahoma Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses have been submitted with the Bid. It is the Supplier's responsibility to keep all required Oklahoma Motor Vehicle Commission licensing current during the term of the Contract and to furnish copies at any time upon request by the State. If Supplier does not maintain current licensing, the Contract may be immediately terminated, upon discovery of the expiration of the license. Contracts for motor vehicles to be sold within the state of Oklahoma may be made only with properly licensed Oklahoma Motor Vehicle Dealers.

3. Warranty

- A.** The Supplier agrees the products purchased under this Contract shall be covered by all commercial warranties the Supplier provides for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State by any other clause of this Contract.
- B.** The Supplier warrants that at the time of delivery, all products purchased under this Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Contract.
- C.** All warranty work performed and parts/materials supplied shall meet OEM warranty requirements. All work performed not meeting such specifications or found to be defective, shall not be accepted. The Supplier shall be required to make repairs or corrections at no additional cost to the Customer.
- D.** The Supplier shall furnish a copy of the warranty applicable for the product. All product warranties shall start on the date of acceptance.
- E.** The Supplier is required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to the Customer.
- F.** The Supplier shall correct ordering errors without further cost to the Customer.
- G.** A copy of the warranty shall be included for replacement parts purchased.
- H.** All persons utilized in the performance of this Contract shall be employees of the Supplier and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified, trained or authorized service technicians.
- I.** Warranty repair facilities must be identified in each pricing sheet.

4. Insurance

- A.** The Supplier shall maintain insurance coverage at all times during the entire term of this contract. The following types of risks shall be covered in the Supplier's policy:
 - i.** Worker's Compensation Insurance and employer's liability insurance sufficient to cover Supplier's employees as required by the State.
 - ii.** Comprehensive General Liability Insurance to include Products/Completed Operations, Premises Operations, Personal Injury, Medical Expenses and Fire Damage.
 - iii.** Commercial Automobile Insurance, hired and non-owned.
 - iv.** Garage Keepers Liability Insurance.
 - v.** Commercial Property Coverage

5. Quality of Parts

- A.** Parts must be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the Customer.
- B.** After market repair parts must be equal to, or exceed OEM specifications.
- C.** Repair parts must be packaged and distributed under the respective nationally known name brands.
- D.** All rebuilt or remanufactured parts must meet the same requirements as listed above.

- E. Some repair parts may be required to be original equipment manufactured repair parts. Supplier must carry a complete line of OEM parts for all models of vehicles available under this Contract.
- F. Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

6. Ordering

- A. No minimum orders are required under this Contract.
- B. All options, accessories, or attachments on an ordered vehicle shall include all standard items normally furnished by the manufacturer/dealer for the basic vehicle being purchased.
- C. The Supplier shall furnish any required Safety Data Sheets or a composite concentration list with the product invoice.
- D. Purchase cards will not be an acceptable form of payment under this Contract.

7. Delivery

- A. Delivery of vehicles is to be made within 120 calendar days after receipt of order unless other arrangements are made between the customer and the Supplier.
- B. All vehicles are to be delivered new, unused, assembled, serviced, with a full gas tank, oiled and ready for immediate use, unless otherwise requested by the Customer. Liability for product delivery remains with the Supplier until delivered and accepted.
- C. The Customer must provide specific delivery instructions to the Supplier.
- D. Delivery on parts must be made within 30 days of order.
- E. All vehicles shall be delivered with one copy of the operator's manual, and an illustrated repair parts manual or list.
- F. Any freight, shipping and handling costs and set-up fees paid by the Customer are to be annotated on the quote/invoice as a separate line item.

8. Leasing

- A. The Supplier may provide vehicle leasing under this Contract. State agencies are not authorized to lease vehicles without prior approval by the Oklahoma Bond Oversight Committee.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

- 2.2** Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

- A.** any Addendum;
- B.** any applicable Solicitation;
- C.** any Contract-specific State terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D.** the terms contained in this Contract Document;
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
- F.** any statement of work, work order, or other similar ordering document as applicable; and
- G.** other mutually agreed Contract Documents.

- 2.3** If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

- 2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 **Modification of Contract Terms and Contract Documents**

- 3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 **Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debaring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 **OAC** means the Oklahoma Administrative Code.
- 4.15 **OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to

perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3** Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4** Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

- 7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** Intentionally Omitted.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

- 8.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

8.2 Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the

Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

8.3 Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

9.1 As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
- B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
- C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
- D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
- E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F. Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
 - G. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
 - H. Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
 - I. Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
 - J. Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2 The Supplier’s employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier’s employees, agents and subcontractors.
- 9.3 At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4 In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

- 10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

11.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

13.1 Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

13.2 Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

13.3 If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.

- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

- 17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.
- 17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

- 18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

18.4 The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

19.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

19.2 Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

20.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

20.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

20.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:

State Purchasing Director
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Purchasing Division Deputy General Counsel
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

- 1.1 The Contract is a mandatory contract.
- 1.2 The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

- 2.1 Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2 Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3 Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all Acquisitions under a statewide contract. The payment of such fee will be calculated for all Acquisitions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, Acquisitions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract

using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii.** Quarterly submission regardless of whether there were Acquisitions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
 - a.** January 01 through March 31;
 - b.** April 01 through June 30;
 - c.** July 01 through September 30; and
 - d.** October 01 through December 31.
- v.** Reports must include the following information:
 - a.** Procuring entity;
 - b.** Order date;
 - c.** Purchase Order number or note that the Acquisition was paid by Purchase Card;
 - d.** City in which products or services were received or specific office or subdivision title;
 - e.** Product manufacturer or type of service;
 - f.** Manufacturer item number, if applicable;
 - g.** Product description;

- h.** General product category, if applicable;
- i.** Quantity;
- j.** Unit list price or MSRP, as applicable;
- k.** Unit price charged to the purchasing entity; and
- l.** Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
Will Rogers Building
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

ATTACHMENT E

Current Supplier pricing is available on the Statewide Contract 0035 webpage. Please reach out to the Contracting Officer if there are any questions.



City of Broken Arrow

Request for Action

File #: 25-1404, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 10-07-2025

Title:

Approval of and authorization to purchase one (1) Ford F-150 4X4 crew cab pickup from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Utilities Department

Background:

Funds have been approved for the purchase of one (1) new F-150 4x4 pickup for the Water Resources Division of the Utilities Department. This vehicle will be utilized to service utilities infrastructure assets for the City of Broken Arrow. This acquisition is identified under Project Number 2654200 in the FY2026 budget with \$55,000 allocated for the purchase of a 1/2 ton extend cab truck.

To maximize resources and achieve cost efficiencies, staff recommends procuring the vehicle through the Oklahoma Statewide Contract SW0035. This contract allows municipal agencies across Oklahoma to purchase vehicles at pre-negotiated state contract pricing, eliminating the need for a separate bid process while providing substantial cost and administrative savings. Utilizing State Contract SW0035 ensures compliance with budgetary constraints while securing a durable, high-quality asset for the Utilities Department.

Section 2-27(b)(5) of the Broken Arrow Code of Ordinances provides an exception to the competitive bidding process for supplies, materials, equipment, or contractual services purchased at a price not exceeding that set by the state purchasing agency, any other state agency authorized to regulate prices, or from purchasing consortiums.

In addition, Section V.d of the Broken Arrow Purchasing Manual authorizes purchases from “the state contract or other purchasing consortiums,” noting that such purchases eliminate the need for formal competitive bidding. State contract pricing qualifies under both the Code of Ordinances and the Purchasing Manual.

Following a review of available options, staff recommends approval to purchase one (1) F-150 4x4 pickup from Vance Country Ford in the amount of \$47,101.00 through State Contract SW0035.

Cost: \$47,101.00
Funding Source: 2654200-2205404-570020
Requested By: Ryan Baze, Director of Maintenance Services
Approved By: City Manager’s Office
Attachments: Half ton crew 4X4, SW0035 Fully Executed Vance Country Ford contract

Recommendation:

Approval of and authorization to purchase one (1) Ford F-150 4X4 crew cab pickup from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Utilities Department

VANCE COUNTRY FORD

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



QUOTE

DATE	9/30/2025
QUOTE NUMBER	000Q18077
EXPIRATION DATE	
SHIP VIA	Stock Order
TERMS	SW035 - STATE CONTRACT

SOLD TO: City of Broken Arrow **SHIP TO:** City of Broken Arrow

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

GRANT RISSLER
 PO Box 610
 1700 W. Detroit St
 Broken Arrow, OK 74012

Any Questions? Call 405-282-3800
 Colt Weatherby

colt@vancefleet.com

Qty	OPTION	Description	Unit Price	Ext. Price
1	W1L	2025 FORD F150 CREW CAB, 5.5' BED	\$40,813.00	\$40,813.00
1	4WD/413	4 WHEEL DRIVE w/ SKID PLATES	\$3,953.00	\$3,953.00
1	103A	XL HIGH EQUIPMENT GROUP - 17" Silver Painted Aluminum Wheels, Chrome Bumpers, LED Fog Lamps, Interior Work Surface, Rear Window Fixed Privacy Glass w/ Defroster	\$1,195.00	\$1,195.00
1	995	ENGINE: 5.0L V8	\$0.00	\$0.00
1	44G	TRANSMISSION: 10 SPEED AUTOMATIC	\$0.00	\$0.00
1	XL3	ELECTRONIC LOCKING w/ 3.31 AXLE RATIO	\$470.00	\$470.00
1	ATT	TIRES: 265/70R17 BSW ALL TERRAIN	\$295.00	\$295.00
1	SYNC	SYNC 4 w/ BLUETOOTH CONNECTIVITY	\$0.00	\$0.00
1	GVWR	GVWR: 7100 LBS PAYLOAD PACKAGE	\$0.00	\$0.00
1	18B	BLACK PLATFORM RUNNING BOARDS	\$250.00	\$250.00
1	TOW	CLASS IV TOW EQUIPMENT -Hitch, Trailer Wiring Harness and Trailer Sway Control	\$0.00	\$0.00
1	CS	INTERIOR: MEDIUM DARK SLATE CLOTH 40/20/40	\$0.00	\$0.00
1	M7	EXTERIOR: CARBONIZED GRAY	\$0.00	\$0.00
1	TINT	TINT FRONT 2 TO MATCH	\$125.00	\$125.00
SubTotal:				\$47,101.00

Accepted By: _____

Terms:

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

- 1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE
- 2) ALL REBATES & INCENTIVES HAVE BEEN INCLUDED IN TOTAL PRICE.

SUB-TOTAL	\$47,101.00
	\$0.00
TOTAL DUE	\$47,101.00



STATE OF OKLAHOMA STATEWIDE CONTRACT WITH COUNTRY FORD-MERCURY, INC.

This State of Oklahoma Statewide Contract (“Contract”) is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and Country Ford-Mercury, Inc. (“Supplier”) and is effective February 8, 2021.

Purpose

The State is awarding this Contract to Supplier for the provision of vehicle purchases, as more particularly described in certain Contract Documents. Supplier submitted a proposal which contained no exceptions to the Solicitation. This Contract memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation, Attachment A
 - 2.1.A. Exhibit 1
 - 2.2. General Terms, Attachment B;
 - 2.3. Statewide Specific Terms Attachment C;
 - 2.4. Intentionally Omitted, Attachment D;
 - 2.5. Bid Portion, Attachment E and
 - 2.6. Intentionally Omitted, Attachment F.
3. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

**STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES**

COUNTRY FORD-MERCURY, INC.

By: Dan Sivard

Name: Dan Sivard

Title: State Purchasing Director

Date: 02/03/2021

By: 
Cameron Colter (Feb 3, 2021 13:28 CST)

Name: CAMERON COLTER

Title: FLEET MANAGER

Date: 02/03/2021

ATTACHMENT A
SOLICITATION NO. 0900000469

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

Purpose

This Contract is for vehicles to be provided on an as-needed basis.

Oklahoma has over 100 executive agencies in 77 counties and over 500 municipal government Affiliates. The Contract is awarded for the Supplier to provide for the purchase of vehicles, warranty work, and replacement parts.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are (4) one-year options to renew the Contract.

2. Contract Specifications

Contract specifications are set forth below as Exhibit 1.

EXHIBIT 1

1. Responsibilities

- A.** Supplier must provide the most current model of vehicles, to be available for the entire model year of production.
- B.** All vehicles shall be new. No demonstration, used, rebuilt, or refurbished vehicles will be accepted.
- C.** Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for the duration of the Contract period.
- D.** Supplier shall provide a percentage discount off of the MSRP for any optional equipment for which pricing has not been provided, aftermarket options, and the labor rate per hour to install the optional equipment.
- E.** All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.
- F.** Pricing shall only be adjusted at the time of model year changes.
- G.** All actual "build out" schedules must be submitted by the Supplier as it is made aware of them. The approximate build out schedules provided by the Supplier on the effective date of the Contract will be adjusted as the actual schedules become available.
- H.** Any requested changes to the model year vehicles offered by the Supplier must be submitted to the Contracting Officer within 30 days of the requested start date of the change. Changes include pricing and specification changes from one model year to the next.
- I.** As new model year vehicles become available, the Supplier shall submit pricing at either the same rate as the previous model, or an increase or decrease based only on the manufacturer's percentage of increase or decrease. Documentation must be submitted to the Contracting Officer within 30 days of the effective date of change and revised pricing shall not be retroactive. New model year vehicles cannot be offered without approval from the Contracting Officer.
- J.** If there is a model year change over the course of the Contract period, the Supplier must send a written request for approval of the change to the Contracting Officer. The Contract change request must identify all vehicle specification changes between the previously awarded model year and the proposed new model year. The State reserves the right to review and may agree to cancel the awarded vehicle by issuance of a Contract Addendum.
- K.** If during the Contract period there is a model year change by the Original Equipment Manufacturer (OEM) or additional costs are incurred by the Supplier from a third-party, the Supplier must send a written request for approval of the change to the Contracting Officer. The request for a price increase or decrease must include a copy of the OEM's official notice or other evidence that the increase or decrease is applicable to all customers.
- L.** All upgrades or repairs required by the OEM due to changes or recalls shall be incorporated at no cost to the Customer.
- M.** Vehicles that remain in the Supplier's possession overnight or for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Supplier shall be responsible for the proper care and custody of any Customer-owned equipment in the Supplier's possession.
- N.** The Supplier must provide any training opportunities available to the Customer.
- O.** The Supplier must maintain a website detailing all current models available under the Contract.

2. Licensing

Sales of motor vehicles in the State of Oklahoma are subject to the Oklahoma Motor Vehicle Commission Statutes (Oklahoma Statutes, Title 47 - Motor Vehicles, Chapter 62). The Bidder

certifies by submission of a Bid that all required Oklahoma Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses have been submitted with the Bid. It is the Supplier's responsibility to keep all required Oklahoma Motor Vehicle Commission licensing current during the term of the Contract and to furnish copies at any time upon request by the State. If Supplier does not maintain current licensing, the Contract may be immediately terminated, upon discovery of the expiration of the license. Contracts for motor vehicles to be sold within the state of Oklahoma may be made only with properly licensed Oklahoma Motor Vehicle Dealers.

3. Warranty

- A.** The Supplier agrees the products purchased under this Contract shall be covered by all commercial warranties the Supplier provides for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State by any other clause of this Contract.
- B.** The Supplier warrants that at the time of delivery, all products purchased under this Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Contract.
- C.** All warranty work performed and parts/materials supplied shall meet OEM warranty requirements. All work performed not meeting such specifications or found to be defective, shall not be accepted. The Supplier shall be required to make repairs or corrections at no additional cost to the Customer.
- D.** The Supplier shall furnish a copy of the warranty applicable for the product. All product warranties shall start on the date of acceptance.
- E.** The Supplier is required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to the Customer.
- F.** The Supplier shall correct ordering errors without further cost to the Customer.
- G.** A copy of the warranty shall be included for replacement parts purchased.
- H.** All persons utilized in the performance of this Contract shall be employees of the Supplier and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified, trained or authorized service technicians.
- I.** Warranty repair facilities must be identified in each pricing sheet.

4. Insurance

- A.** The Supplier shall maintain insurance coverage at all times during the entire term of this contract. The following types of risks shall be covered in the Supplier's policy:
 - i.** Worker's Compensation Insurance and employer's liability insurance sufficient to cover Supplier's employees as required by the State.
 - ii.** Comprehensive General Liability Insurance to include Products/Completed Operations, Premises Operations, Personal Injury, Medical Expenses and Fire Damage.
 - iii.** Commercial Automobile Insurance, hired and non-owned.
 - iv.** Garage Keepers Liability Insurance.
 - v.** Commercial Property Coverage

5. Quality of Parts

- A.** Parts must be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the Customer.
- B.** After market repair parts must be equal to, or exceed OEM specifications.
- C.** Repair parts must be packaged and distributed under the respective nationally known name brands.
- D.** All rebuilt or remanufactured parts must meet the same requirements as listed above.

- E. Some repair parts may be required to be original equipment manufactured repair parts. Supplier must carry a complete line of OEM parts for all models of vehicles available under this Contract.
- F. Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

6. Ordering

- A. No minimum orders are required under this Contract.
- B. All options, accessories, or attachments on an ordered vehicle shall include all standard items normally furnished by the manufacturer/dealer for the basic vehicle being purchased.
- C. The Supplier shall furnish any required Safety Data Sheets or a composite concentration list with the product invoice.
- D. Purchase cards will not be an acceptable form of payment under this Contract.

7. Delivery

- A. Delivery of vehicles is to be made within 120 calendar days after receipt of order unless other arrangements are made between the customer and the Supplier.
- B. All vehicles are to be delivered new, unused, assembled, serviced, with a full gas tank, oiled and ready for immediate use, unless otherwise requested by the Customer. Liability for product delivery remains with the Supplier until delivered and accepted.
- C. The Customer must provide specific delivery instructions to the Supplier.
- D. Delivery on parts must be made within 30 days of order.
- E. All vehicles shall be delivered with one copy of the operator's manual, and an illustrated repair parts manual or list.
- F. Any freight, shipping and handling costs and set-up fees paid by the Customer are to be annotated on the quote/invoice as a separate line item.

8. Leasing

- A. The Supplier may provide vehicle leasing under this Contract. State agencies are not authorized to lease vehicles without prior approval by the Oklahoma Bond Oversight Committee.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

- 2.2** Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

- A.** any Addendum;
- B.** any applicable Solicitation;
- C.** any Contract-specific State terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D.** the terms contained in this Contract Document;
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
- F.** any statement of work, work order, or other similar ordering document as applicable; and
- G.** other mutually agreed Contract Documents.

- 2.3** If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

- 2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 **Modification of Contract Terms and Contract Documents**

- 3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 **Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debaring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 **OAC** means the Oklahoma Administrative Code.
- 4.15 **OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to

perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3** Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4** Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

7.1 Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** Intentionally Omitted.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

8.1 As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

8.2 Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the

Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

8.3 Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

9.1 As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
- B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
- C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
- D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
- E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F. Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
 - G. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
 - H. Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
 - I. Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
 - J. Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2 The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3 At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4 In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

10.1 As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.

10.2 The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

10.3 Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

11.1 The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

11.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

13.1 Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

13.2 Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

13.3 If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.

- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

- 17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.
- 17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

- 18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

18.4 The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

19.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

19.2 Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

20.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

20.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

20.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:

State Purchasing Director
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Purchasing Division Deputy General Counsel
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

- 1.1 The Contract is a mandatory contract.
- 1.2 The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

- 2.1 Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2 Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3 Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all Acquisitions under a statewide contract. The payment of such fee will be calculated for all Acquisitions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, Acquisitions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract

using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii.** Quarterly submission regardless of whether there were Acquisitions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
 - a.** January 01 through March 31;
 - b.** April 01 through June 30;
 - c.** July 01 through September 30; and
 - d.** October 01 through December 31.
- v.** Reports must include the following information:
 - a.** Procuring entity;
 - b.** Order date;
 - c.** Purchase Order number or note that the Acquisition was paid by Purchase Card;
 - d.** City in which products or services were received or specific office or subdivision title;
 - e.** Product manufacturer or type of service;
 - f.** Manufacturer item number, if applicable;
 - g.** Product description;

- h.** General product category, if applicable;
- i.** Quantity;
- j.** Unit list price or MSRP, as applicable;
- k.** Unit price charged to the purchasing entity; and
- l.** Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
Will Rogers Building
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

ATTACHMENT E

Current Supplier pricing is available on the Statewide Contract 0035 webpage. Please reach out to the Contracting Officer if there are any questions.



City of Broken Arrow

Request for Action

File #: 25-1339, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 10-07-2025

Title:

Award the lowest responsible bid to Cherokee Pride Construction, Inc. and approve and authorize execution of a construction contract for the Willow Springs Lift Station Relief Line (Project No. 2154300)

Background:

This Project includes demolition of the existing Willow Springs Lift Station and installation of approximately 1,200 linear feet (LF) of 12" PVC to serve as a relief line to the Willow Springs Lift Station. This project also includes approximately 80 LF boring of 20" Steel Casing underneath E. Jasper Street. Work also includes Lift Station Demolition, erosion control, by-pass pumping, manhole installations, post-construction testing, and other utility construction activities. The project is located at the Willow Springs Lift Station South of E. Jasper Street between S. Olive Avenue and S. Aspen Avenue in Broken Arrow, OK. Construction time will be One Hundred Fifty (150) calendar days.

The project was advertised on August 26th and September 2nd, 2025. An optional Pre-Bid Meeting was held virtually on September 9th, 2025. There were six (6) bids received on September 16th, 2025. The Recommendation Letter and Certified Bid Tabulation are attached. The lowest responsible bid was Cherokee Pride Construction, Inc. for a Bid of \$340,707.00. The Engineer's Estimate for the Bid is \$578,906.00

Cost: \$340,707.00
Funding Source: OWRB Loans
Requested By: Charlie Bright, P.E., Director of Engineering and Construction
Approved By: City Manager's Office
Attachments: Willow Springs Lift Station Relief Line Recommendation Letter and 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 Willow Springs Lift Station Relief Line (Project No. 2154300)



ENGINEERS

September 18, 2025

Emily Rowland, P.E.
City of Broken Arrow
485 North Poplar Avenue
Broken Arrow, OK 74012

Re: Willow Springs Lift Station Relief Line
BA Project No. 2154300

Dear Ms. Rowland,

We have reviewed the bids received on September 16, 2025, for the above referenced project. A copy of the tabulation is attached.

The engineer's estimate for the total of all bid items is \$578,906.00. Six bids were received ranging from a low of \$340,707.00 to a high of \$946,470.00. Cherokee Pride Construction, Inc. was the apparent low bidder in the amount of \$340,707.00. Based on available construction funds we recommend the award of the Base Bid for a total award amount of \$340,707.00.

To the best of our knowledge Cherokee Pride Construction, Inc. are capable of performing the work as specified and should be considered for award of the project.

Sincerely,

HOLLOWAY, UPDIKE & BELLEN, INC.


Sam Stratton, P.E.
Project Engineer



Willow Springs Lift Station Relief Line (#6836071)

Owner: Broken Arrow, City of

Solicitor: Broken Arrow, City of

09/16/2025 01:45 PM CDT

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Engineer Estimate		Cherokee Pride Construction Inc./ Sapulpa, ok		Stronghand LLC		TimberWolf Excavating LLC		Gober Construction LLC - Tulsa, OK		Timco		Civil Builders, LLC		
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price
Base Bid	1	BA310	R.O.W. CLEARING AND RESTORING	Ln Ft	1127	\$17.50	\$19,722.50	\$5.00	\$5,635.00	\$75.87	\$85,280.09	\$45.00	\$50,715.00	\$65.00	\$73,255.00	\$18.00	\$20,286.00	\$36.00	\$40,572.00	
	2	BA31B	ROCK EXCAVATION	Cu Yd	400	\$115.00	\$46,000.00	\$10.00	\$4,000.00	\$62.91	\$25,164.00	\$150.00	\$60,000.00	\$750.00	\$100,000.00	\$150.00	\$60,000.00	\$340.00	\$136,000.00	
	3	200(A)	SOLID SLAB SOODING	SF	150	\$9.50	\$1,425.00	\$5.00	\$750.00	\$5.96	\$894.00	\$6.50	\$975.00	\$8.00	\$1,200.00	\$9.00	\$1,350.00	\$10.00	\$1,500.00	
	4	BA502	12" GRAVITY, PVC SDR-35	Ln Ft	1127	\$209.00	\$235,463.00	\$150.00	\$169,050.00	\$97.29	\$109,645.83	\$340.00	\$379,480.00	\$135.00	\$152,145.00	\$271.00	\$306,417.00	\$474.00	\$504,188.00	
	5	BA655	4 FOOT ID MANHOLE W/ STANDARD LID	Ea	5	\$6,325.00	\$31,625.00	\$5,000.00	\$25,000.00	\$5,169.83	\$25,849.15	\$7,500.00	\$37,500.00	\$6,500.00	\$32,500.00	\$10,600.00	\$53,000.00	\$6,800.00	\$34,000.00	
	6	BA655	4 FOOT ID MANHOLE EXTENSION EXTRA FOOT OF DEPTH	VF	28	\$632.50	\$17,710.00	\$200.00	\$5,600.00	\$239.44	\$6,704.32	\$450.00	\$12,600.00	\$250.00	\$7,000.00	\$1,503.00	\$42,084.00	\$432.00	\$12,096.00	
	7	SPECIAL	CONNECTION TO EXISTING MANHOLE	Ea	1	\$2,875.00	\$2,875.00	\$2,500.00	\$2,500.00	\$2,643.44	\$6,850.00	\$6,850.00	\$6,850.00	\$6,850.00	\$3,500.00	\$4,104.00	\$4,104.00	\$3,250.00	\$3,250.00	
	8	BA442	CONSTRUCTION STAKING	LS	1	\$13,750.00	\$13,750.00	\$3,000.00	\$3,000.00	\$2,026.56	\$2,026.56	\$12,500.00	\$12,500.00	\$7,000.00	\$7,000.00	\$3,000.00	\$3,000.00	\$6,800.00	\$6,800.00	
	9	BA314	BORE AND 20" STEEL CASING (1/4" WALL THICKNESS)	Ln Ft	40	\$700.00	\$28,000.00	\$400.00	\$16,000.00	\$461.92	\$18,476.80	\$850.00	\$34,000.00	\$850.00	\$34,000.00	\$396.00	\$15,840.00	\$2,000.00	\$80,000.00	
	10	SPECIAL	CONCRETE CUT AND REPAIR	Sq Yd	82	\$125.00	\$10,250.00	\$120.00	\$9,840.00	\$98.79	\$8,100.78	\$250.00	\$20,500.00	\$100.00	\$8,200.00	\$225.00	\$18,450.00	\$220.00	\$18,040.00	
	11	SPECIAL	GRAVEL DRIVEWAY REPAIR	Sq Yd	380	\$65.00	\$24,700.00	\$30.00	\$11,400.00	\$91.11	\$34,621.80	\$35.00	\$13,300.00	\$25.00	\$9,500.00	\$150.00	\$57,000.00	\$45.00	\$17,100.00	
	12	223(C)	SILT FENCE	Ln Ft	1127	\$6.50	\$7,325.50	\$1.00	\$1,127.00	\$1.32	\$1,491.64	\$6.00	\$6,762.00	\$5.00	\$5,635.00	\$5.00	\$5,635.00	\$8.00	\$9,016.00	
	13	223(B)	SILT DIKE	Ln Ft	100	\$9.50	\$950.00	\$10.00	\$1,000.00	\$7.72	\$772.00	\$10.00	\$1,000.00	\$18.00	\$1,800.00	\$5.00	\$500.00	\$22.00	\$2,200.00	
	14	SPECIAL	CONCRETE PLUG	Ea	1	\$2,300.00	\$2,300.00	\$1,000.00	\$1,000.00	\$363.04	\$363.04	\$1,100.00	\$1,100.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	
	15	SPECIAL 9-1	4 FOOT ID SOLVENTLESS EPOXY MANHOLE COATING	VF	64	\$400.00	\$25,600.00	\$600.00	\$38,400.00	\$532.67	\$34,090.88	\$980.00	\$44,320.00	\$475.00	\$30,400.00	\$356.00	\$22,794.00	\$187.00	\$11,988.00	
	16	303(A)	CLASS II AGGREGATE BASE (TRENCH STABILIZATION)	CY	171	\$120.00	\$20,520.00	\$55.00	\$9,405.00	\$65.81	\$11,163.51	\$65.00	\$11,175.00	\$25.00	\$1,625.00	\$21,888.00	\$100.00	\$17,100.00	\$130.00	\$22,230.00
	17	SPECIAL	LIFT STATION DEMOLITION (COMPLETE)	LS	1	\$26,750.00	\$26,750.00	\$35,000.00	\$35,000.00	\$32,889.56	\$32,889.56	\$32,500.00	\$32,500.00	\$135,000.00	\$135,000.00	\$25,000.00	\$25,000.00	\$7,000.00	\$7,000.00	
			Base Bid Total:				\$578,906.00		\$340,707.00		\$408,701.40		\$614,217.00		\$626,723.00		\$659,220.00		\$946,470.00	

I Certify that this is a true and correct tabulation of bids received at 1:45 on September 16, 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 or reject any and all bids.

Emily Rowland
 Emily Rowland, P.E.
 Environmental Division Manager



City of Broken Arrow

Request for Action

File #: 25-1340, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 10-7-2025

Title:

Ratify the acceptance of and authorization to accept the Change Order No. 1 for the Lynn Lane Wastewater Treatment Plant Sludge Thickener Pump Replacement with Crossland Heavy Contractors, Inc. (2354180)

Background:

The LLWWTP Sludge Thickener Pump Replacement project started in FY 2024 but had along lead time on the pumps. The pumps and some valves finally arrived 22 September 2025.

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

- Request for days due to procurement lead time on the sludge thickener pumps. The days requested are 343 days.

The total cost for Change Order #1 amounts to \$0

The additional cost associated with these changes is as follows:

Previous Change Orders:	\$0
This Change Order(s):	\$0
Total Cost of Change Orders:	\$0
Original Contract Amount:	\$219,325.00
Revised Contract Amount:	\$219,325.00
Percent Change in Contract:	0%
Applicable to Comp. Bid Act:	0%

Cost: \$0

Funding Source: OWRB Loan

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

Approved By: City Manager's Office

Attachments: Change Order 1 LLWWTP Sludge Thickener

Recommendation:

Accept the Change Order #1 for the Lynn Lane Wastewater Treatment Plant Sludge Thickener Pump Replacement with Crossland Heavy Contractors, Inc. (2354180)

**Public Contract
Application for
Contractual Changes
Contract Change Order # 1**

Project Name: Lynn Lane Wastewater Treatment Plant Sludge Thickener Pump Replacment Project Number: 2354180
 PO Number: 22500524 Date of Application: Tuesday, September 9, 2025
 Contractor: Crossland Heavy Contractors, Inc. Submitted By: Kassidy Lemons

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) Request for days.

Change in Contractual Project Time:

- 1) 343 Days due to delayed procurement of the Sludge Thickener Pumps

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

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
				\$	0	\$ -
						\$ -
						\$ -
Total Change Cost:						\$ -

Summary of Project Costs

Total Previous Change Orders:	\$ -	Original Contract Amount:	\$ 219,325.00
Current Change Order:	\$ -	Amended Contract Amount:	\$ 219,325.00
Total Cost of Change Orders:	\$ -	Percent Change in Contract:	0.00%
Total Cost Applicable to CBA:	\$ -	Percent Change Applicable to CBA:	0.00%

Change Order Authorization

Change Order # <u>1</u> in the sum of: \$ <u>-</u> has been reviewed by all parties and is recommended for approval by:			
Contractor Submitting Change Order:	<u>Kassidy Lemons (CHC)</u> Name	<u>Kassidy Lemons</u> Signature	<u>09/08/25</u> Date
Construction Division Manager:	<u>Nathanael T. Kohl, PE</u> Name	<u>Nathanael Kohl</u> Signature	<u>9/11/2025</u> Date
Director of Engineering & Construction:	<u>Charlie Bright, PE</u> Name	<u>Charlie Bright</u> Signature	<u>9/16/2025</u> Date
Assistant City Manager - Operations:	<u>Kenneth D Schwab, PE</u> Name	<u>Kenneth Schwab</u> Signature	<u>9/16/2025</u> Date
City Manager:	<u>Michael Spurgeon</u> Name	<u>Michael Spurgeon</u> Signature	<u>Michael Spurgeon</u> 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: _____

Lynn Lane WWTP Sludge Thickener Pump Replacement
Contract No. 2354180

CHANGE ORDER NO. 1
Additional Working Days

September 8th, 2025

To whom it may concern,

According to the contract documents, there are 180 allowable days to reach substantial completion. As described below, CHC is requesting 343 days be added to the contract due to material procurement.

The request for days is based on section "d" of the NTP issued on 10/08/24, which states; **Material Lead Conditions:** At the issuance of this letter, it is an understanding that due to the volatility of product lead times, especially with HDPE pipe, the contract time shall be extended by the time it takes from NTP to the time the HDPE (material) pipe arrives on the project"

On 10/14/24, six days after the preconstruction meeting, CHC notified the project team that the specified plug valves had a lead time of 34-36 weeks. Resulting in an approximate delivery date of June 23rd, 2025, if released that day. This notice has been included herein.

At the request of BAMA & EOR, CHC provided alternative valves to review, to reduce the expected lead time. However, the alternates submitted were not considered equal and were ultimately rejected during the review process. The sequence of review & release period has been listed below.

- 10/30/24 – Plug valves submitted to EOR
- 12/05/24 – Plug valves returned Approved
- 12/09/24 – Plug valves released

After receiving approval for the specified plug valves, CHC proceeded with release. According to the latest information provided by our supplier (Core & Main) the Plug valves are expected to ship on 09/09/2025, with an expected delivery date of 09/16/2025.

If additional information and/or backup documentation is needed, please contact Cassidy Lemons.

Thank you,
Cassidy Lemons
Project Manager
Crossland Heavy Contractors
Klemons@heavycontractors.com
(785) 230-0152



BROKEN ARROW MUNICIPAL AUTHORITY

October 8, 2024

Mr. Chris Walters, Vice President
Crossland Heavy Contractors Inc.
14149 East Admiral Place
Tulsa, OK 74116

RE: LETTER #01, CONTRACT #2354180
CONTRACT NAME: Lynn Lane Waste Water Treatment Plant Sludge Thickener Pump Replacement
SUBJECT: NOTICE TO PROCEED, PAY ESTIMATE PROCEDURES AND SUBMITTALS

Mr. Walters:

The following information is provided for your files.

- a. **Notice to Proceed:** This is your official notice to proceed with the Contract #2354180. The start date of this contract is Monday, October 21, 2024 with a contract time of 180 calendar days results in a completion date of April 19, 2025.
- b. **Contract Administration:** The City of Broken Arrow personnel responsible for administration of this contract: Timothy Hopkins, Contract Administrator
- c. **Progress Payments:** The City of Broken Arrow will honor two progress payment requests per month. The next scheduled payroll processing date is Friday, October 25, 2024. Please note that the payroll processing dates are subject to change at the City Council's discretion.

The city will only pay for work in place and materials on site. Please make sure the Inspector on the job gets a copy of all material tickets as well as copies of all surveying notes. These will help us in checking your pay estimate.

- d. **Material Lead Conditions:** At the issuance of this letter, it is an understanding that due to the volatility of product lead times, especially with HDPE pipe, the contract time shall be extended by the time it takes from NTP to the time the HDPE pipe arrives on the project.

If you have any questions concerning these matters, please do not hesitate to call me.

Respectfully,
City of Broken Arrow – Broken Arrow Municipal Authority

Nathanael T. Kohl, P.E.
Construction Division Manager

Kassidy Lemons

From: Hopkins, Timothy <THopkins@brokenarrowok.gov>
Sent: Monday, October 14, 2024 3:13 PM
To: Kassidy Lemons; Kohl, Nathanael; Martin, Kip; Handy, David; Srin Sundaramoorthy
Subject: RE: LLWWTP Sludge Thickener Pump Replacement

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Kassidy,

After talking with Nate, let's wait to fill out any requests or change orders until we have a better idea of when the pumps will be in. Please proceed with submittals.

THx,

Timothy A. Hopkins

City of Broken Arrow
Cellular: 539-900-2800

From: Kassidy Lemons <klemons@heavycontractors.com>
Sent: Monday, October 14, 2024 2:32 PM
To: Kohl, Nathanael <NKohl@brokenarrowok.gov>; Hopkins, Timothy <THopkins@brokenarrowok.gov>; Martin, Kip <KMartin@brokenarrowok.gov>; Handy, David <dhandy@brokenarrowok.gov>; Srin Sundaramoorthy <srin@s2epllc.com>
Subject: RE: LLWWTP Sludge Thickener Pump Replacement

CAUTION! This email originated from outside of the City of Broken Arrow network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

That works for me. Is there a document you need me to fill out to request days, since it is no longer on the pay app? Also, would it be best to request them after we have an approved submittal?

CROSSLAND
HEAVY CONTRACTORS

Kassidy Lemons
Project Manager
14149 E. Admiral Pl.
Tulsa, OK 74116

C: 785-230-0152
klemons@heavycontractors.com
website: www.heavycontractors.com
Connect with us:  

Please consider the environment before printing this e-mail.

From: Kohl, Nathanael <NKohl@brokenarrowok.gov>

Sent: Monday, October 14, 2024 2:21 PM

To: Cassidy Lemons <klemons@heavycontractors.com>; Hopkins, Timothy <THopkins@brokenarrowok.gov>; Martin, Kip <KMartin@brokenarrowok.gov>; Handy, David <dhandy@brokenarrowok.gov>; Srin Sundaramoorthy <srini@s2epllc.com>

Subject: RE: LLWWTP Sludge Thickener Pump Replacement

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

All,
We will keep the NTP date the same, but we can do a change order for the contract time due to lead time on the materials.

Nathan Kohl, P.E., CFM

*Construction Division Manager
Engineering and Construction Department*

City of Broken Arrow

485 N. Poplar Ave.

Broken Arrow, OK 74012

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

nkohl@brokenarrowok.gov | www.brokenarrowok.gov



From: Cassidy Lemons <klemons@heavycontractors.com>

Sent: Monday, October 14, 2024 2:03 PM

To: Kohl, Nathanael <NKohl@brokenarrowok.gov>; Hopkins, Timothy <THopkins@brokenarrowok.gov>; Martin, Kip <KMartin@brokenarrowok.gov>; Handy, David <dhandy@brokenarrowok.gov>; Srin Sundaramoorthy <srini@s2epllc.com>

Subject: LLWWTP Sludge Thickener Pump Replacement

CAUTION! This email originated from outside of the City of Broken Arrow network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

All,

Not a great first email to the group, but I have been notified that the specified plug valves have a lead time of 34-36 weeks. If released today, that gives us a delivery date as late as June 23rd, 2025. I have not received a confirmation on the pump lead time yet.

As we determined during our meeting, our NTP was scheduled for October 21st. I would recommend that we revise the NTP date, since the project hasn't began. However, we would have to proceed with submittal reviews if possible. If we can't revise the NTP date without impacting review time for Srin, then we would have to add additional days for procurement.

Please advise how you would like to proceed.

Thank you!

CROSSLAND
HEAVY CONTRACTORS

Kassidy Lemons

Project Manager

14149 E. Admiral Pl.

Tulsa, OK 74116

C: 785-230-0152

klemons@heavycontractors.com

website: www.heavycontractors.com

Connect with us:  

Please consider the environment before printing this e-mail.

IMPORTANT!!! Crossland Heavy Contractors will never request to change ACH/wire transfer information by email. If you receive such a request, please contact the Legal Department at 620-429-1414.



City of Broken Arrow

Request for Action

File #: 25-1391, **Version:** 1

**Broken Arrow Municipal Authority
Meeting of: 10/07/2025**

Title:

Ratification of the Claims List Check Register Dated September 29, 2025

Background:

Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from September 09, 2025 through September 29, 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 \$10,132,471.54 for the various funds.

Governmental Funds	\$ 3,775,783.15
BAMA	\$ 4,230,013.06
BAEDA	<u>\$ 2,126,675.33</u>
Total	\$10,132,471.54

A summary by funds and detail are attached.

Cost: \$4,230,013.06
Funding Source: BAMA Operational and Capital accounts
Requested By: Cynthia S. Arnold, Finance Director
Approved By: City Manager's Office
Attachments: Check Register dated September 29, 2025

Recommendation:..recommend

Ratify Claims List Check Register dated 09/29/2025

City of Broken Arrow
Check Register by Fund



RECAP

FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	618,591.42	1,022
220	BA MUNICIPAL AUTHORITY	2,917,057.22	1,443
221	BAMA SALES TAX DEBT SERVICE	1,312,955.84	18
226	STORMWATER CAPITAL IN LIEU OF	104,549.99	2
227	CVB-HOTEL MOTEL	67,826.66	48
329	VEHICLE REPLACEMENT FUND	15,376.00	1
330	SALES TAX CAPITAL IMPROVEMENT	705,026.92	34
332	PARK & REC CAP IMPROV	320.00	1
333	CEMETERY FUND	684.00	1
336	E 911	4,999.00	1
342	STREET LIGHT FUND	45,061.56	19
343	STREET SALES TAX FUND	267,822.44	23
344	PS SALES TAX POLICE	367,011.15	533
345	PS SALES TAX FIRE	231,749.46	359
346	ADMINISTRATIVE TECHNOLOGY	200.00	1
348	ARPA FUND	95,805.02	2
592	2014 BOND ISSUE	43,393.23	3
593	2018 BOND ISSUE	857,421.76	39
660	WORKERS COMPENSATIONS	89,650.29	17
661	GROUP HEALTH AND LIFE	130,233.25	10
770	DEBT SERVICE GO BOND	120,000.00	1
882	AGENCY FUND DEPOSITS	10,061.00	9
887	ECONOMIC DEVELOP AUTHORITY	2,126,675.33	3
Total		10,132,471.54	3,590

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
09/11/2025	332301	856 AMERICAN FIDELITY	173099	Payroll Run 1 - Warrant 250829	220 [218420]		2026/2	257.66
			173099	Payroll Run 1 - Warrant 250829	220 [218430]		2026/2	16.50
				Total For Check # 332301				274.16
09/11/2025	332302	4904 AMERITAS LIFE INSURANCE	173105	Payroll Run 1 - Warrant 250829	220 [218240]		2026/2	3,947.74
				Total For Check # 332302				3,947.74
09/11/2025	332305	4944 BRANDON KAIN	PDR 09212025	PER DIEM REQUEST - SEPT 22-25, 2025	2205410 [550030]		2026/3	217.60
				Total For Check # 332305				217.60
09/11/2025	332309	4633 COLONIAL LIFE & ACCIDENT	173104	Payroll Run 1 - Warrant 250829	220 [218590]		2026/2	3,878.36
				Total For Check # 332309				3,878.36
09/11/2025	332311	4945 DENVER SASSER	PDR 09212025	PER DIEM REQUEST - SEPT 22-25, 2025	2205410 [550030]		2026/3	217.60
				Total For Check # 332311				217.60
09/11/2025	332313	1550 GENESIS HEALTH CLUBS	173102	Payroll Run 1 - Warrant 250829	220 [218150]		2026/2	666.34
				Total For Check # 332313				666.34
09/11/2025	332319	737 KENNETH D SCHWAB	PDR 08282025	PER DIEM REQUEST - AUG 28, 2025	2201302 [550030]		2026/3	154.80
				Total For Check # 332319				154.80
09/11/2025	332321	159 PRE-PAID LEGAL SERVICES, INC.	173098	Payroll Run 1 - Warrant 250829	220 [218100]		2026/2	768.58
				Total For Check # 332321				768.58
09/11/2025	332324	4905 METROPOLITAN LIFE	173106	Payroll Run 1 - Warrant 250829	220 [218340]		2026/2	4,068.88
			173106	Payroll Run 1 - Warrant 250829	220 [218480]		2026/2	5,473.19
			173106	Payroll Run 1 - Warrant 250829	220 [218590]		2026/2	1,457.56
				Total For Check # 332324				10,999.63
09/11/2025	332333	999903 OTP - UB REFUNDS	173882		220 [150807]		2026/3	0.83
				Total For Check # 332333				0.83
09/11/2025	332334		173868		220 [150807]		2026/3	143.51
				Total For Check # 332334				143.51
09/11/2025	332335		173867		220 [150807]		2026/3	98.40
				Total For Check # 332335				98.40
09/11/2025	332336		173866		220 [150807]		2026/3	123.99
				Total For Check # 332336				123.99
09/11/2025	332337		173870		220 [150807]		2026/3	69.59

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 332337			69.59
09/11/2025	332338			173874		220 150807		2026/3	138.10
						Total For Check # 332338			138.10
09/11/2025	332339			173875		220 150807		2026/3	73.34
						Total For Check # 332339			73.34
09/11/2025	332340			173876		220 150807		2026/3	72.63
						Total For Check # 332340			72.63
09/11/2025	332341			173900		220 150807		2026/3	17.15
						Total For Check # 332341			17.15
09/11/2025	332342			173885		220 150807		2026/3	30.33
						Total For Check # 332342			30.33
09/11/2025	332343			173884		220 150807		2026/3	58.78
						Total For Check # 332343			58.78
09/11/2025	332344			173880		220 150807		2026/3	43.42
						Total For Check # 332344			43.42
09/11/2025	332345			173889		220 150807		2026/3	82.12
						Total For Check # 332345			82.12
09/11/2025	332346			173865		220 150807		2026/3	74.18
						Total For Check # 332346			74.18
09/11/2025	332347			173871		220 150807		2026/3	41.11
						Total For Check # 332347			41.11
09/11/2025	332348			173877		220 150807		2026/3	69.95
						Total For Check # 332348			69.95
09/11/2025	332349			173883		220 150807		2026/3	11.05
						Total For Check # 332349			11.05
09/11/2025	332350			173899		220 150807		2026/3	4.90
						Total For Check # 332350			4.90
09/11/2025	332351			173878		220 150807		2026/3	31.24
						Total For Check # 332351			31.24

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/11/2025	332352			173894		220 150807		2026/3	31.24
						Total For Check # 332352			31.24
09/11/2025	332353			173893		220 150807		2026/3	27.94
						Total For Check # 332353			27.94
09/11/2025	332354			173879		220 150807		2026/3	60.44
						Total For Check # 332354			60.44
09/11/2025	332355			173869		220 150807		2026/3	68.76
						Total For Check # 332355			68.76
09/11/2025	332356			173888		220 150807		2026/3	12.85
						Total For Check # 332356			12.85
09/11/2025	332357			173887		220 150807		2026/3	31.24
						Total For Check # 332357			31.24
09/11/2025	332358			173873		220 150807		2026/3	22.01
						Total For Check # 332358			22.01
09/11/2025	332359			173891		220 150807		2026/3	56.58
						Total For Check # 332359			56.58
09/11/2025	332360			173895		220 150807		2026/3	31.24
						Total For Check # 332360			31.24
09/11/2025	332361			173886		220 150807		2026/3	68.76
						Total For Check # 332361			68.76
09/11/2025	332362			173897		220 150807		2026/3	22.86
						Total For Check # 332362			22.86
09/11/2025	332363			173872		220 150807		2026/3	151.59
						Total For Check # 332363			151.59
09/11/2025	332364			173881		220 150807		2026/3	0.79
						Total For Check # 332364			0.79
09/11/2025	332365			173898		220 150807		2026/3	77.20
						Total For Check # 332365			77.20

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
09/11/2025	332366		173890		220 150807		2026/3	3.62
					Total For Check # 332366			3.62
09/11/2025	332367		173896		220 150807		2026/3	56.58
					Total For Check # 332367			56.58
09/11/2025	332368		173892		220 150807		2026/3	32.87
					Total For Check # 332368			32.87
09/11/2025	332372	1987 SURENCY LIFE & HEALTH INS.	173103	Payroll Run 1 - Warrant 250829	220 218460		2026/2	221.00
					Total For Check # 332372			221.00
09/11/2025	332373	1326 VANCE MARINO	PDR 09162025	PER DIEM REQUEST - SEPT 16-19, 2025	2205120 550030		2026/3	223.60
					Total For Check # 332373			223.60
09/11/2025	332376	4935 AMAZON.COM SALES INC	1PPQ-7PCQ-VV77	ITEM: Boardwalk X7658WKKR02 38 in. x 58	220 141000		2025/12	989.80
			1DMV-YH4T-VYMJ	BLANKET PO	2205010 560230		2025/12	41.69
					Total For Check # 332376			1,031.49
09/11/2025	332378	936 CROSSLAND HEAVY	3-REVISED 2554450	LLWWTP Sludge Thickener Pump	2205410 570150	2554450	2025/12	85.00
					Total For Check # 332378			85.00
09/11/2025	332379	1634 ILLINOIS TOOL WORKS INC	INV231669	Battery for Valve truck handheld	2205400 560240		2025/12	389.41
					Total For Check # 332379			389.41
09/11/2025	332380	399 ENVIRONMENTAL	057607	057607 APRIL 16, 2025	2205410 570150	2554450	2025/12	6,800.00
					Total For Check # 332380			6,800.00
09/11/2025	332390	3262 HD SUPPLY, INC	INV00738312	For: Ashley Rhea	2205404 560340		2025/12	42.30
					Total For Check # 332390			42.30
09/11/2025	332391	2866 HUGO VOGELSAND	50020457	50020457 JUNE 20, 2025	2205410 570150	2554450	2025/12	34,894.61
			50020494	50020494 JUNE 20, 2025	2205410 570150	2554450	2025/12	4,105.38
					Total For Check # 332391			38,999.99
09/11/2025	332393	5216 918 WRECKER SERVICE INC.	25-294338	25-294338 AUG 27, 2025	2205010 540200		2026/3	160.00
			25-294576	25-294576 AUG 28, 2025	2205010 540200		2026/3	160.00
			25-294647	TOW SERVICES FOR UNIT 2418 SW&R	2205010 540200		2026/3	160.00
					Total For Check # 332393			480.00
09/11/2025	332394	416 ACCURATE ENVIRONMENTAL	HH13051	HH13051 AUG 27, 2025	2205404 530340		2026/3	2,310.00
			HH19169	HH19169 AUG 29, 2025	2205405 530340		2026/3	545.00
					Total For Check # 332394			2,855.00

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
09/11/2025	332395	149 AMERICAN ELECTRIC	401-274-0-3 08212025	956-401-274-0-3 AUG 21, 2025 1410 W	2205406 550250		2026/3	81.00
			626-029-0-4 08212025	955-626-029-0-4 AUG 21, 2025 4091 W	2205406 550250		2026/3	23.94
			333-030-0-6 08212025	953-333-030-0-6 AUG 21, 2025 2501 S	2205406 550250		2026/3	23.68
			970-788-0-2 08222025	950-970-788-0-2 AUG 22, 2025 291 E	2205406 550250		2026/3	23.68
			965-664-0-3 08222025	958-965-664-0-3 AUG 22, 2025 2791 W	2205406 550250		2026/3	27.22
			568-468-0-4 08222025	957-568-468-0-4 AUG 22, 2025 1330 E	2205406 550250		2026/3	26.57
			304-214-4-7 08222025	953-304-214-4-7 AUG 22, 2025 8800 S	2205406 550250		2026/3	23.68
			740-838-0-8 08222025	951-740-838-0-8 AUG 22, 2025 501 E	2205406 550250		2026/3	23.68
			453-184-0-8 08222025	951-453-184-0-8 AUG 22, 2025 1691 W	2205406 550250		2026/3	23.68
			844-103-0-2 08282025	955-844-103-0-2 AUG 28, 2025	2205100 550250		2026/3	5,591.94
			925-948-5-1 08252025	951-925-948-5-1 AUG 25, 2025	2205305 550250		2026/3	369.64
					Total For Check # 332395			6,238.71
09/11/2025	332396	4935 AMAZON.COM SALES INC	1XN7-74M3-CXXP	OFFICE SUPPLIES	2201503 560030		2026/3	54.77
			1HDW-YT1Y-1KKW	Office Supplies-Toners	2205210 560030		2026/3	84.01
					Total For Check # 332396			138.78
09/11/2025	332401	1465 AMERICAN WASTE CONTROL	0007549066	HAUL BIOSOLIDS TO LANDFILL PERMIT	2205410 540300		2026/3	26,059.74
			0007549066	HAUL BIOSOLIDS TO LANDFILL PERMIT	2205410 540330		2026/3	465.00
					Total For Check # 332401			26,524.74
09/11/2025	332402	2508 AMERIFLEX HOSE &	505728	BLANKET PO - HOSES & FITTINGS	2205403 540200		2026/3	476.00
			505511	BLANKET PO - HOSES & FITTINGS	2205010 560230		2026/3	15.00
					Total For Check # 332402			491.00
09/11/2025	332405	885 ATWOOD DISTRIBUTING LP	3584	BLANKET PO SAFETY SHOES & MISC	2205400 560230		2026/3	323.10
			3604	BLANKET PO SAFETY SHOES & MISC	2205403 560230		2026/3	69.99
			3590	BLANKET PO SAFETY SHOES & MISC	2205305 560100		2026/3	109.99
			3590	BLANKET PO SAFETY SHOES & MISC	2205305 560210		2026/3	34.98
			3608	BLANKET PO SAFETY SHOES & MISC	2205400 560800		2026/3	44.99
			3618	BLANKET PO SAFETY SHOES & MISC	2205400 560230		2026/3	13.49
			3617	BLANKET PO SAFETY SHOES & MISC	2205400 560230		2026/3	69.97
			3615	BLANKET PO SAFETY SHOES & MISC	2205403 560230		2026/3	45.51
			3593	BLANKET PO SAFETY SHOES & MISC	2205400 560230		2026/3	18.98
					Total For Check # 332405			731.00
09/11/2025	332406	1688 COGENT INC	5633467	Maple Systems HMI – 10.1" Touch Screen	2205415 560410		2026/3	1,045.85
			5633164	HAIKEY CREEK TRUNK LINE REPAIR	2205415 540280		2026/3	29,415.79
					Total For Check # 332406			30,461.64
09/11/2025	332410	1330 BRINK'S INCORPORATED	7843362	INV 7843362 JULY 2025 BILLING	2201503 550280		2026/3	1,256.75
					Total For Check # 332410			1,256.75

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
09/11/2025	332411	19 BROKEN ARROW ELECTRIC	S3383958.001	BLANKET PO FOR MISC ELECTRICAL	2205405 560450		2026/3	474.25
			S3390262.001	BLANKET PO FOR MISC ELECTRICAL	2205415 560410		2026/3	467.54
					Total For Check # 332411			941.79
09/11/2025	332412	20 BROKEN ARROW LAWN &	125597	59.OCC CHAINSAW MS362C-M	2205415 560240		2026/3	1,023.99
					Total For Check # 332412			1,023.99
09/11/2025	332417	2083 CHEMTRADE CHEMICALS US	90286703	BLANKET PO FOR LIQUID AMMONIUM	2205405 560340		2026/3	17,780.40
					Total For Check # 332417			17,780.40
09/11/2025	332418	37 CINTAS CORPORATION	5289278105	BLANKET PO FOR ALL DEPARTMENT USE	2205410 560230		2026/3	65.80
			5288368404	BLANKET PO FOR ALL DEPARTMENT USE	2205305 560230		2026/3	130.83
			5288368413	BLANKET PO FOR ALL DEPARTMENT USE	2205115 560230		2026/3	148.65
			5288368412	BLANKET PO FOR ALL DEPARTMENT USE	2205010 560230		2026/3	45.13
			9335947986	BLANKET PO FOR ALL DEPARTMENT USE	2205405 540280		2026/3	292.63
					Total For Check # 332418			683.04
09/11/2025	332419	996 CITY OF BROKEN ARROW	173100	Payroll Run 1 - Warrant 250829	220 218180		2026/2	636.24
			173100	Payroll Run 1 - Warrant 250829	220 218360		2026/2	4,432.18
					Total For Check # 332419			5,068.42
09/11/2025	332420	295 CITY OF TULSA	2124599 08262025	GREENWASTE SERVICES AUG 2025	2205010 540300		2026/3	1,224.96
					Total For Check # 332420			1,224.96
09/11/2025	332421	1391 CLEAN THE UNIFORM CO	52151927	52151927 AUG 29, 2025	2205410 540310		2026/3	31.92
			52151927	52151927 AUG 29, 2025	2205410 540330		2026/3	0.34
			52151927	52151927 AUG 29, 2025	2205410 540330		2026/3	3.75
			52151925	52151925 AUG 29, 2025	2205405 540310		2026/3	53.81
			52151925	52151925 AUG 29, 2025	2205405 540330		2026/3	20.93
					Total For Check # 332421			110.75
09/11/2025	332422	3832 CLOSED LOOP FUND	1221	1221 AUG 2025 PAYMENT	2205010 584010		2026/3	30,952.38
			1222	1222 AUG 2025 PAYMENT	2205010 584010		2026/3	14,925.37
					Total For Check # 332422			45,877.75
09/11/2025	332424	5323 COLUMN SOFTWARE PBC	B6BD5005-0220	B6BD5005-0220 AUG 20, 2025	2205130 550050		2026/3	109.77
			B6BD5005-0226	B6BD5005-0226 AUG 22, 2025	2205130 550050		2026/3	81.37
			B6BD5005-0228	B6BD5005-0228 AUG 25, 2025	2205130 550050		2026/3	332.54
			B6BD5005-0230	B6BD5005-0230 AUG 26, 2025	2205130 550050		2026/3	121.62
			B6BD5005-0223	LEGAL ADVERTISEMENTS FOR SEPT	2205410 570080	HC21010	2026/3	135.92
			B6BD5005-0224	LEGAL ADVERTISEMENTS FOR SEPT	2205410 570160	2154300	2026/3	571.11
					Total For Check # 332424			1,352.33

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
09/11/2025	332425	1270 CORE & MAIN	CNV1000011699 V246659A	pw stock order V246659A SHORT PAID INVOICE V246659.	220 141000 220 141000		2026/3 2026/3	1,231.50 39.45
					Total For Check # 332425			1,270.95
09/11/2025	332428	5392 DOANE AND HARTWIG WATER	I2025-1017 I2025-1182	CITY COUNCIL APPROVED 05/06/25 CITY COUNCIL APPROVED 05/06/25 SEPT	2205405 540280 2205405 540280	2554780 2554780	2026/3 2026/3	7,000.00 7,000.00
					Total For Check # 332428			14,000.00
09/11/2025	332429	4794 DAIHOS FIRST CHOICE	TU-629040	TU-629040 AUG 21, 2025	2205205 560230		2026/3	82.49
					Total For Check # 332429			82.49
09/11/2025	332431	634 DELL MARKETING L.P.	10833097977 10833564873	Dell Pro Rugged, RB14250 XCTO Brandy NEW MONITORS FOR PUCHASING	2205404 560240 2205130 560240		2026/3 2026/3	2,379.90 830.70
					Total For Check # 332431			3,210.60
09/11/2025	332432	3980 DELTA T, LLC	10467435 10472195	Fan-Evaporative cooler COOL-SPACE 500, 50" - JEFF OCKER	2205120 570170 2205115 560240	2651100	2026/3 2026/3	14,596.00 4,429.00
					Total For Check # 332432			19,025.00
09/11/2025	332434	3307 DP SUPPLY	035999 035998 035294	Marmac couplers-for Matt D. 60" storm drain pipe 28 1/2 risers	2205305 560230 2205400 560400 2205305 560230		2026/3 2026/3 2026/3	1,812.00 2,582.20 1,285.00
					Total For Check # 332434			5,679.20
09/11/2025	332435	193 FASTENAL COMPANY	OKTUL268014 OKTUL268023	PW STOCK ORDER BLANKET PO FOR MISC SUPPLIES	220 141000 2205410 560230		2026/3 2026/3	2,526.00 25.16
					Total For Check # 332435			2,551.16
09/11/2025	332438	900 FORTILINE INC	7047391 7047340 7033684	BID NO 25.170 24" WL WACO TO PW STOCK ORDER BID NO 25.170 24" WL WACO TO	2205400 570150 220 141000 2205400 570150	WL23080 WL23080	2026/3 2026/3 2026/3	18,701.38 937.60 10,491.53
					Total For Check # 332438			30,130.51
09/11/2025	332439	153 GELCO UNIFORMS & SHOES	00300938 00301122	BLANKET PO FOR UNIFORMS/BOOTS BLANKET PO FOR UNIFORMS/BOOTS	2205403 560100 2205010 560100		2026/3 2026/3	200.00 152.99
					Total For Check # 332439			352.99
09/11/2025	332440	1256 GEODECA LLC	2507048	Liberty Trail Retaining Wall	2205205 530870	SW26050	2026/3	3,550.00
					Total For Check # 332440			3,550.00
09/11/2025	332442	5026 DALE GRAHAM	316 261	316 AUG 20, 2025 REPAIRS ON UNIT AT OPERATIONS	2205405 540070 2205100 540070		2026/3 2026/3	200.00 100.00

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
					Total For Check # 332442			300.00
09/11/2025	332443	76 GRAINGER	9614032101	Lock Out Tag Out 24 Pack	2205410 560240		2026/3	214.34
					Total For Check # 332443			214.34
09/11/2025	332444	77 GRAND RIVER DAM AUTHORITY	74,222	74,222 SEPT 5, 2025	2205405 550940		2026/3	172.65
					Total For Check # 332444			172.65
09/11/2025	332445	79 GREEN ACRE SOD FARMS	11474	BL;ANKET PO FOR BERMUDA SOD	2205400 560230		2026/3	95.00
			11722	BL;ANKET PO FOR BERMUDA SOD	2205400 560230		2026/3	142.50
			11640	BL;ANKET PO FOR BERMUDA SOD	2205400 560800		2026/3	190.00
			11700	BL;ANKET PO FOR BERMUDA SOD	2205400 560800		2026/3	190.00
			11721	BL;ANKET PO FOR BERMUDA SOD	2205400 560230		2026/3	47.50
					Total For Check # 332445			665.00
09/11/2025	332447	686 H G FLAKE SUPPLY CO	0418919-IN	BLANKET PO FOR PIPE FITTINGS	2205405 560230		2026/3	162.66
					Total For Check # 332447			162.66
09/11/2025	332448	106 HACH COMPANY	14644469	BLANKET PO CHEM/LAB SUPPLIES	2205404 560340		2026/3	731.31
			14631822	BLANKET PO CHEM/LAB SUPPLIES	2205405 560340		2026/3	550.55
			14649062	BLANKET PO CHEM/LAB SUPPLIES	2205405 560340		2026/3	1,655.10
					Total For Check # 332448			2,936.96
09/11/2025	332449	4111 HAMPSHIRE INDUSTRIAL	250856	250856 AUG 28, 2025	2205405 540320		2026/3	1,650.00
					Total For Check # 332449			1,650.00
09/11/2025	332450	1144 HDR, INC	1200751954	VRWTP On site Hypochlorite Brine Tank	2205405 570160	2154350	2026/3	19,370.00
			1200751962	VRWTP Raw Water Pump Agreement	2205405 570160	2454140	2026/3	5,988.29
					Total For Check # 332450			25,358.29
09/11/2025	332452	2337 ICM OF AMERICA INC	080302	PW STOCK	220 141000		2026/3	212.52
					Total For Check # 332452			212.52
09/11/2025	332458	3537 J & J BOWERS LAWN CARE	090125	BLANKET PO FOR LAWN CARE	2205305 540280		2026/3	7,335.00
			25901	25901 SEPT 1, 2025	2205400 540280		2026/3	1,000.00
			2509001	2509001 SEPT 1, 2025	2205415 540280		2026/3	2,050.00
			090725	BLANKET PO FOR LAWN CARE	2205305 540280		2026/3	7,335.00
					Total For Check # 332458			17,720.00
09/11/2025	332462	4087 KERR ENVIRONMENTAL	16485	16485 AUG 22, 2025	2205405 540280		2026/3	718.75
					Total For Check # 332462			718.75
09/11/2025	332463	5131 KEVIN BEHE	13960	CITY COUNCIL 07/14/25	2205100 540070		2026/3	1.55

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	PROJECT	G/L NUMBER	YEAR/PERIOD	AMOUNT
NAME	INVOICE	DESCRIPTION				
	13960	CITY COUNCIL 07/14/25		2205120 540070	2026/3	0.62
	13960	CITY COUNCIL 07/14/25		2205305 540070	2026/3	0.46
	13960	CITY COUNCIL 07/14/25		2205410 540070	2026/3	7.29
	13969	CITY COUNCIL 07/14/25		2205100 540070	2026/3	1.19
	13969	CITY COUNCIL 07/14/25		2205120 540070	2026/3	0.48
	13969	CITY COUNCIL 07/14/25		2205305 540070	2026/3	0.36
	13969	CITY COUNCIL 07/14/25		2205410 540070	2026/3	5.60
	13971	CITY COUNCIL 07/14/25		2205100 540070	2026/3	1.43
	13971	CITY COUNCIL 07/14/25		2205120 540070	2026/3	0.57
	13971	CITY COUNCIL 07/14/25		2205305 540070	2026/3	0.43
	13971	CITY COUNCIL 07/14/25		2205410 540070	2026/3	6.73
	13972	CITY COUNCIL 07/14/25		2205100 540070	2026/3	1.43
	13972	CITY COUNCIL 07/14/25		2205120 540070	2026/3	0.57
	13972	CITY COUNCIL 07/14/25		2205305 540070	2026/3	0.43
	13972	CITY COUNCIL 07/14/25		2205410 540070	2026/3	6.73
	13973	CITY COUNCIL 07/14/25		2205100 540070	2026/3	0.72
	13973	CITY COUNCIL 07/14/25		2205120 540070	2026/3	0.29
	13973	CITY COUNCIL 07/14/25		2205305 540070	2026/3	0.21
	13973	CITY COUNCIL 07/14/25		2205410 540070	2026/3	3.36
	13959	CITY COUNCIL 07/14/25		2205100 540070	2026/3	1.43
	13959	CITY COUNCIL 07/14/25		2205120 540070	2026/3	0.57
	13959	CITY COUNCIL 07/14/25		2205305 540070	2026/3	0.43
	13959	CITY COUNCIL 07/14/25		2205410 540070	2026/3	6.73
	14404	CITY COUNCIL 07/14/25		2205100 540070	2026/3	0.72
	14404	CITY COUNCIL 07/14/25		2205120 540070	2026/3	0.29
	14404	CITY COUNCIL 07/14/25		2205305 540070	2026/3	0.21
	14404	CITY COUNCIL 07/14/25		2205410 540070	2026/3	3.36
	14396	CITY COUNCIL 07/14/25		2205100 540070	2026/3	0.72
	14396	CITY COUNCIL 07/14/25		2205120 540070	2026/3	0.29
	14396	CITY COUNCIL 07/14/25		2205305 540070	2026/3	0.21
	14396	CITY COUNCIL 07/14/25		2205410 540070	2026/3	3.36
	14484	CITY COUNCIL 07/14/25		2205100 540070	2026/3	0.95
	14484	CITY COUNCIL 07/14/25		2205120 540070	2026/3	0.38
	14484	CITY COUNCIL 07/14/25		2205305 540070	2026/3	0.29
	14484	CITY COUNCIL 07/14/25		2205410 540070	2026/3	4.48
	14391	CITY COUNCIL 07/14/25		2205100 540070	2026/3	0.95
	14391	CITY COUNCIL 07/14/25		2205120 540070	2026/3	0.38
	14391	CITY COUNCIL 07/14/25		2205305 540070	2026/3	0.29
	14391	CITY COUNCIL 07/14/25		2205410 540070	2026/3	4.48
	14392	CITY COUNCIL 07/14/25		2205100 540070	2026/3	0.95
	14392	CITY COUNCIL 07/14/25		2205120 540070	2026/3	0.38
	14392	CITY COUNCIL 07/14/25		2205305 540070	2026/3	0.29
	14392	CITY COUNCIL 07/14/25		2205410 540070	2026/3	4.48

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	PROJECT	G/L NUMBER	YEAR/PERIOD	AMOUNT
		NAME				
		INVOICE	DESCRIPTION			
	14393		CITY COUNCIL 07/14/25	2205100 540070	2026/3	0.95
	14393		CITY COUNCIL 07/14/25	2205120 540070	2026/3	0.38
	14393		CITY COUNCIL 07/14/25	2205305 540070	2026/3	0.29
	14393		CITY COUNCIL 07/14/25	2205410 540070	2026/3	4.48
	14400		CITY COUNCIL 07/14/25	2205100 540070	2026/3	1.19
	14400		CITY COUNCIL 07/14/25	2205120 540070	2026/3	0.48
	14400		CITY COUNCIL 07/14/25	2205305 540070	2026/3	0.36
	14400		CITY COUNCIL 07/14/25	2205410 540070	2026/3	5.60
	14388		CITY COUNCIL 07/14/25	2205100 540070	2026/3	1.19
	14388		CITY COUNCIL 07/14/25	2205120 540070	2026/3	0.48
	14388		CITY COUNCIL 07/14/25	2205305 540070	2026/3	0.36
	14388		CITY COUNCIL 07/14/25	2205410 540070	2026/3	5.60
	14399		CITY COUNCIL 07/14/25	2205100 540070	2026/3	1.19
	14399		CITY COUNCIL 07/14/25	2205120 540070	2026/3	0.48
	14399		CITY COUNCIL 07/14/25	2205305 540070	2026/3	0.36
	14399		CITY COUNCIL 07/14/25	2205410 540070	2026/3	5.60
	14401		CITY COUNCIL 07/14/25	2205100 540070	2026/3	1.43
	14401		CITY COUNCIL 07/14/25	2205120 540070	2026/3	0.57
	14401		CITY COUNCIL 07/14/25	2205305 540070	2026/3	0.43
	14401		CITY COUNCIL 07/14/25	2205410 540070	2026/3	6.73
	14402		CITY COUNCIL 07/14/25	2205100 540070	2026/3	1.43
	14402		CITY COUNCIL 07/14/25	2205120 540070	2026/3	0.57
	14402		CITY COUNCIL 07/14/25	2205305 540070	2026/3	0.43
	14402		CITY COUNCIL 07/14/25	2205410 540070	2026/3	6.73
	14403		CITY COUNCIL 07/14/25	2205100 540070	2026/3	1.43
	14403		CITY COUNCIL 07/14/25	2205120 540070	2026/3	0.57
	14403		CITY COUNCIL 07/14/25	2205305 540070	2026/3	0.43
	14403		CITY COUNCIL 07/14/25	2205410 540070	2026/3	6.73
	14394		CITY COUNCIL 07/14/25	2205100 540070	2026/3	1.43
	14394		CITY COUNCIL 07/14/25	2205120 540070	2026/3	0.57
	14394		CITY COUNCIL 07/14/25	2205305 540070	2026/3	0.43
	14394		CITY COUNCIL 07/14/25	2205410 540070	2026/3	6.73
	14390		CITY COUNCIL 07/14/25	2205100 540070	2026/3	1.43
	14390		CITY COUNCIL 07/14/25	2205120 540070	2026/3	0.57
	14390		CITY COUNCIL 07/14/25	2205305 540070	2026/3	0.43
	14390		CITY COUNCIL 07/14/25	2205410 540070	2026/3	6.73
	14395		CITY COUNCIL 07/14/25	2205100 540070	2026/3	1.55
	14395		CITY COUNCIL 07/14/25	2205120 540070	2026/3	0.62
	14395		CITY COUNCIL 07/14/25	2205305 540070	2026/3	0.46
	14395		CITY COUNCIL 07/14/25	2205410 540070	2026/3	7.29
	14389		CITY COUNCIL 07/14/25	2205100 540070	2026/3	1.55
	14389		CITY COUNCIL 07/14/25	2205120 540070	2026/3	0.62
	14389		CITY COUNCIL 07/14/25	2205305 540070	2026/3	0.46

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				14389	CITY COUNCIL 07/14/25	2205410 540070		2026/3	7.29
				13970	CITY COUNCIL 07/14/25	2205100 540070		2026/3	1.43
				13970	CITY COUNCIL 07/14/25	2205120 540070		2026/3	0.57
				13970	CITY COUNCIL 07/14/25	2205305 540070		2026/3	0.43
				13970	CITY COUNCIL 07/14/25	2205410 540070		2026/3	6.73
					Total For Check # 332463				180.86
09/11/2025	332464	733 KEY EQUIPMENT & SUPPLY CO.	KC218363	KC218363	AUG 12, 2025	2205415 560410		2026/3	65.00
						Total For Check # 332464			65.00
09/11/2025	332465	2004 KIMLEY-HORN & ASSOCIATES	064598217-0725		Traffic Engineering Prof Services	2205205 530870	2552140	2026/3	11,746.50
						Total For Check # 332465			11,746.50
09/11/2025	332466	124 KIMS INTERNATIONAL	0152645-IN		BLANKET PO - MISC. FITTINGS	2205400 560230		2026/3	230.78
						Total For Check # 332466			230.78
09/11/2025	332471	4380 LOCK-DOC INC	080525-H21		BLANKET PO FOR LOCKS,KEYS, & ETC	2205405 560180		2026/3	15.00
						Total For Check # 332471			15.00
09/11/2025	332472	131 LOCKE SUPPLY COMPANY	56183083-00		BLANKET PO FOR PLUMBING &	2205400 560230		2026/3	10.76
			56186580-00		BLANKET PO FOR PLUMBING &	2205400 560400		2026/3	123.12
			56339237-00		BLANKET PO FOR PLUMBING &	2205415 560230		2026/3	244.39
			56386797-00		BLANKET PO FOR PLUMBING &	2201700 570150	2217090	2026/3	83.19
						Total For Check # 332472			461.46
09/11/2025	332481	1592 MORTON SALT INC	5403666457		BLANKET PO FOR WTP SALT	2205405 560340		2026/3	8,706.64
						Total For Check # 332481			8,706.64
09/11/2025	332484	25 NAPA AUTO PARTS	18740	8822		2205010 560210		2026/3	359.52
			18744	AENB865		2205305 560200		2026/3	761.99
			18755	3611SHD		2205010 560200		2026/3	654.44
			18755			2205010 560200		2026/3	70.08
			18760	RD5120510P		2205305 560200		2026/3	704.90
			18772	6770		2205010 560200		2026/3	81.74
			18772	6771		2205010 560200		2026/3	46.90
			18772	2272926		2205010 560200		2026/3	141.82
			18772	2253989		2205010 560200		2026/3	69.56
			18772	15W40BULK		2205010 560210		2026/3	124.44
			18773	1748XD		2205010 560200		2026/3	33.89
			18773	600564		2205010 560200		2026/3	34.14
			18773	601057		2205010 560200		2026/3	69.18
			18773	4479		2205010 560200		2026/3	8.88
			18773	6870		2205010 560200		2026/3	109.82

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
	18773			18773	6871	2205010 560200		2026/3	97.00
	18773			18773	15W40BULK	2205010 560210		2026/3	91.50
	18776			18776	5T903	2205010 560200		2026/3	241.81
	18778			18778	21580	2205010 560200		2026/3	5.54
	18778			18778	45405	2205010 560200		2026/3	27.78
	18778			18778	14004	2205010 560200		2026/3	131.11
	18778			18778	48200	2205010 560200		2026/3	151.10
	18780			18780	420011	2205305 560200		2026/3	77.34
	18780			18780		2205305 560200		2026/3	42.30
	18969			18969	WH10101TW	2205010 560190		2026/3	1,998.80
	18972			18972	388BDM	2205010 560190		2026/3	366.77
	18972			18972	F244465FLATFACE	2205010 560190		2026/3	1,353.96
	18973			18973	F244465FLATFACE	2205010 560190		2026/3	1,353.96
	18981			18981	7909	2205403 560200		2026/3	31.55
	18981			18981	600103	2205403 560200		2026/3	91.98
	18981			18981	15W40BULK	2205403 560210		2026/3	135.42
	18985			18985	41014055	2205120 560240		2026/3	555.54
	18995			18995	120022	2205010 560200		2026/3	298.49
	18995			18995		2205010 560200		2026/3	69.13
	19002			19002	400316	2205010 560200		2026/3	18.83
	19002			19002	3128	2205010 560200		2026/3	21.56
	19002			19002	8975425390	2205010 560200		2026/3	69.50
	19002			19002	6932	2205010 560200		2026/3	31.10
	19002			19002	15W40BULK	2205010 560210		2026/3	40.26
	19003			19003	3Y20182010	2205305 560200		2026/3	389.80
	19005			19005	4543607	2205403 560200		2026/3	113.18
	19088			19088		2205305 560200		2026/3	132.09
	19091			19091	GRP31	2205010 560200		2026/3	-72.90
	19091			19091	GRP31	2205010 560200		2026/3	-36.45
	19101			19101	9894R	2205403 560200		2026/3	195.24
	19101			19101	9894R	2205403 560200		2026/3	18.00
	19101			19101	9894R	2205403 560200		2026/3	-18.00
	19104			19104	57184	2205400 560200		2026/3	443.61
	19108			19108	F244465	2205403 560190		2026/3	1,354.88
	19109			19109	GYB630B	2205120 560240		2026/3	368.88
	19109			19109	RCH6050	2205120 560240		2026/3	234.43
	019054			019054	1133391776	2205400 560190		2026/3	250.42
	019065			019065	90014516	2205010 560200		2026/3	368.91
	019065			019065	90014516	2205010 560200		2026/3	88.89
	019065			019065	GRP31	2205010 560200		2026/3	233.34
	019065			019065	GRP31	2205010 560200		2026/3	72.90
	019073			019073	GRP31	2205010 560200		2026/3	116.67
	019073			019073	GRP31	2205010 560200		2026/3	36.45

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				019075	11400327	2205120 560230		2026/3	86.66
				019082	5295242	2205010 560200		2026/3	122.01
				019082	5297942	2205010 560200		2026/3	107.54
				018922	6818	2205305 560200		2026/3	39.29
				018922	600590	2205305 560200		2026/3	21.33
				018922	FS1098	2205305 560200		2026/3	53.44
				018922	7037	2205305 560200		2026/3	15.57
				018922	C12132	2205305 560200		2026/3	73.97
				018922	6829	2205305 560200		2026/3	43.87
				018922	15W40BULK	2205210 560210		2026/3	36.60
				018925	1748XD	2205305 560200		2026/3	33.89
				018925	2809	2205305 560200		2026/3	56.41
				018925	9910	2205305 560200		2026/3	19.96
				018925	FS20121	2205305 560200		2026/3	76.81
				018925	FF63041NN	2205305 560200		2026/3	48.73
				018925	15W40BULK	2205305 560210		2026/3	102.48
				018926	100010	2205400 560200		2026/3	4.55
				018926	4017	2205400 560200		2026/3	8.00
				018926	9756	2205400 560200		2026/3	14.86
				018926	20811	2205400 560210		2026/3	23.61
				018926	115	2205400 560210		2026/3	14.44
				018926	0W20BULK	2205400 560210		2026/3	23.10
				018933	4324711010	2205010 560200		2026/3	-192.85
				018942	RKIWG54B	2205403 560200		2026/3	930.22
				018947	F003159	2205010 560190		2026/3	1,206.80
				018958	002622000OA	2205010 560200		2026/3	44.42
				018958	109032000	2205010 560200		2026/3	99.36
				018958	537040052	2205010 560200		2026/3	126.24
				018958		2205010 560200		2026/3	46.46
				018964	B003887	2205305 560190		2026/3	605.08
				018967	46AW2BULK	2205010 560210		2026/3	95.25
				019144	WWFDRUM	2205120 560210		2026/3	195.30
				019157	TRACKDISPOSAL	2205400 560200		2026/3	111.11
				019157		2205400 560200		2026/3	160.00
				019163	68322371AD	2205305 560200		2026/3	308.33
				019166	K048495	2205010 560200		2026/3	367.92
						Total For Check # 332484			19,994.73
09/11/2025	332485			18746	97817	2205415 560200		2026/3	20.24
				18759	9080XXL	2205120 560230		2026/3	16.67
				18768	46AW2BULK	2205010 560210		2026/3	45.72
				18771	7060	2205010 560200		2026/3	4.25
				18771	4579	2205010 560200		2026/3	7.11

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	PROJECT	G/L NUMBER	YEAR/PERIOD	AMOUNT
		NAME				
		INVOICE	DESCRIPTION			
	18771		2725	2205010 560200	2026/3	15.92
	18771		5W20BULK	2205010 560210	2026/3	21.42
	18968		1372	2205115 560200	2026/3	4.25
	18968		5W30BULK	2205115 560210	2026/3	32.32
	18974		1DEX	2205406 560210	2026/3	24.88
	18977		HDRTU1GAL	2205010 560230	2026/3	85.80
	18983		HT1250XL	2205120 560230	2026/3	11.64
	18983		22475	2205120 560230	2026/3	5.76
	18994		9080XXL	2205120 560230	2026/3	16.67
	19015		6736000	2205400 560200	2026/3	30.36
	19016		6050	2205403 560200	2026/3	21.28
	19090		7542439	2205120 560200	2026/3	5.56
	19090		5434548	2205120 560200	2026/3	22.24
	19090			2205120 560200	2026/3	15.05
	19106		HDATFBULK	2205403 560210	2026/3	31.08
	19122		43DM10	2205410 560200	2026/3	7.84
	19122		6560382	2205410 560200	2026/3	16.76
	19122		7CM1080	2205410 560200	2026/3	8.60
	19124		46AW2BULK	2205010 560210	2026/3	59.69
	019050		HF12	2205305 560230	2026/3	44.02
	019061		7246798	2205305 560200	2026/3	64.56
	019066		HDRTU1GAL	2205010 560210	2026/3	51.48
	019085		46AWBULK	2205305 560210	2026/3	20.32
	018916		DWHTR350	2205120 560230	2026/3	24.01
	018919		2123935	2205305 560200	2026/3	-283.04
	018919		HC3Z16450HB	2205305 560200	2026/3	644.44
	018919		213935	2205305 560200	2026/3	-302.39
	018928		2809	2205305 560200	2026/3	-56.41
	018928		9910	2205305 560200	2026/3	-19.96
	018931		8424FAAA	2205400 560200	2026/3	-18.00
	018935		10873	2205415 560210	2026/3	57.62
	018943		615	2205403 560210	2026/3	45.90
	018954		1954745PAC	2205305 560200	2026/3	75.48
	018956		90464	2205120 560230	2026/3	44.41
	018956		90674	2205120 560230	2026/3	1.96
	018965		537040052	2205010 560200	2026/3	31.56
	019153		HDRTU1GAL	2205403 560210	2026/3	8.58
	019153		SW050	2205403 560230	2026/3	3.29
	019153		789DEF	2205403 560230	2026/3	11.11
	019155		615	2205400 560210	2026/3	45.90
	019160		46AW2BULK	2205010 560210	2026/3	52.07
	019162		SL3330	2205403 560210	2026/3	6.11
	019162		ML2	2205403 560230	2026/3	23.68

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				019164	7060	2205305 560200		2026/3	4.25
				019164	4579	2205305 560200		2026/3	7.11
				019164	2725	2205305 560200		2026/3	15.92
				019164	5W20BULK	2205305 560210		2026/3	21.42
						Total For Check # 332485			1,156.51
09/11/2025	332486			18747	80078	2205120 560210		2026/3	9.28
				18748	75520	2205410 560210		2026/3	4.91
				18976	1255H7	2205305 560200		2026/3	5.16
				18980	2413	2205010 560230		2026/3	13.32
				18982	1348	2205403 560200		2026/3	4.25
				18986	WRENCH	2205120 560230		2026/3	10.00
				18998	WATER	2205115 560230		2026/3	1.36
				19001	7821142	2205403 560200		2026/3	4.92
				19004	71815	2205120 560230		2026/3	2.63
				19006	7600101	2205120 560230		2026/3	6.36
				19010	75130	2205305 560230		2026/3	3.09
				19010	2	2205305 560230		2026/3	9.68
				19112	560000	2205120 560230		2026/3	3.07
				19117	X00414SUST	2205115 560200		2026/3	2.66
				19119	25676	2205120 560230		2026/3	5.05
				19121	620400	2205010 560200		2026/3	11.06
				19121	NT2604	2205010 560200		2026/3	2.18
				019056	124315	2205400 560200		2026/3	14.28
				019058	7031699	2205010 560200		2026/3	5.23
				019063	46AW2BULK	2205010 560210		2026/3	16.51
				019067	EN91	2205400 560230		2026/3	2.80
				019078	03079	2205305 560200		2026/3	12.74
				019086	HP1150040	2205305 560210		2026/3	4.79
				018936	2413	2205400 560230		2026/3	9.99
				018937	7122BR	2205305 560200		2026/3	0.01
				018946	550049483	2205120 560210		2026/3	13.16
				018951	07481	2205010 560230		2026/3	3.12
				018952	89240	2205305 560200		2026/3	0.01
				018957	2413	2205010 560230		2026/3	13.32
				018960	002	2205305 560230		2026/3	9.68
				018961	8822	2205120 560230		2026/3	7.49
				019128	784356	2205400 560200		2026/3	2.60
				019128	780201	2205400 560200		2026/3	10.24
				019159	H461	2205120 560200		2026/3	1.86
						Total For Check # 332486			226.81
09/11/2025	332488	5247 NEXLEVEL REDI MIX LLC		4260	Blanket PO for Concrete	2205400 560270		2026/3	286.00

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
			4368	Blanket PO for Concrete	2205305 560270		2026/3	414.50
			4553	Blanket PO for Concrete	2205400 560270		2026/3	918.00
			4436	Blanket PO for Concrete	2205400 560270		2026/3	429.00
			4504	Blanket PO for Concrete	2205305 560270		2026/3	214.50
			4468	Blanket PO for Concrete	2205400 560270		2026/3	214.50
				Total For Check #	332488			2,476.50
09/11/2025	332489	5149 OFFEN PETROLEUM LLC	INV1764899	FUEL FOR FLEET LOCATION	220 142000		2026/3	17,423.25
			INV1760623	FUEL FOR STREETS LOCATION - TBD	220 142000		2026/3	11,447.56
			INV1760616	FUEL FOR STREETS LOCATION - TBD	220 142000		2026/3	4,578.21
			INV1695771	FUEL FOR FLEET LOCATION	220 142000		2026/3	7,826.37
			INV1700792	FUEL FOR FLEET LOCATION	220 142000		2026/3	9,613.11
				Total For Check #	332489			50,888.50
09/11/2025	332490	104 OKLAHOMA MUNICIPAL LEAGUE	200007753	CONFERENCE REGISTRATION	2205401 530110		2026/3	300.00
				Total For Check #	332490			300.00
09/11/2025	332494	93 PETROLEUM MARKETERS	0150123	0150123 AUG 25, 2025	2205120 540550		2026/3	236.59
			0150101	0150101 AUG 24, 2025	2205120 540550		2026/3	173.00
			0150100	0150100 AUG 24, 2025	2205120 540550		2026/3	159.75
				Total For Check #	332494			569.34
09/11/2025	332495	91 PINKLEY SALES COMPANY	23553	PW STOCK	220 141000		2026/3	187.00
				Total For Check #	332495			187.00
09/11/2025	332496	2550 POLLARD WATER	0294774	SGA52CX SCHONSTEDT GA52CX	2205415 560240		2026/3	2,413.44
				Total For Check #	332496			2,413.44
09/11/2025	332499	5333 PRODIGY LAWN & LANDSCAPE	3991	BLANKET PO FOR LAWN CARE	2205305 540280		2026/3	4,997.00
			3994	BLANKET PO FOR LAWN CARE	2205305 540280		2026/3	4,997.00
				Total For Check #	332499			9,994.00
09/11/2025	332503	1493 RED WING BRANDS OF	745ST1-1525393	BLANKET - SAFETY SHOES	2205010 560100		2026/3	196.79
				Total For Check #	332503			196.79
09/11/2025	332504	922 REXEL USA INC	S143283247.001	AB 2085-OF4 Micro800 4 point analog output	2205415 570040	2654450	2026/3	367.46
				Total For Check #	332504			367.46
09/11/2025	332506	201 ROYAL PRINTING	66778	66778 AUG 22, 2025	2205200 560030		2026/3	16.50
			66819	CITY NAME TAGS	2201503 560230		2026/3	16.50
				Total For Check #	332506			33.00
09/11/2025	332511	335 SERVICE OKLAHOMA	L1746290520	L1746290520 AUG 27, 2025	2205120 560230		2026/3	69.50

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
				Total For Check # 332511				69.50
09/11/2025	332513	834 SOFTWARE HOUSE	B20190363	Micrsoft Yearly ES SHI	2201503 [540550]		2026/3	3,310.80
			B20190363	Micrsoft Yearly ES SHI	2205010 [540550]		2026/3	9,559.56
			B20190363	Micrsoft Yearly ES SHI	2205100 [540550]		2026/3	1,324.32
			B20190363	Micrsoft Yearly ES SHI	2205115 [540550]		2026/3	2,995.32
			B20190363	Micrsoft Yearly ES SHI	2205120 [540550]		2026/3	4,835.76
			B20190363	Micrsoft Yearly ES SHI	2205130 [540550]		2026/3	1,994.28
			B20190363	Micrsoft Yearly ES SHI	2205205 [540550]		2026/3	10,127.40
			B20190363	Micrsoft Yearly ES SHI	2205305 [540550]		2026/3	9,799.92
			B20190363	Micrsoft Yearly ES SHI	2205400 [540550]		2026/3	6,384.48
			B20190363	Micrsoft Yearly ES SHI	2205401 [540550]		2026/3	1,077.72
			B20190363	Micrsoft Yearly ES SHI	2205403 [540550]		2026/3	3,326.40
			B20190363	Micrsoft Yearly ES SHI	2205404 [540550]		2026/3	933.24
			B20190363	Micrsoft Yearly ES SHI	2205405 [540550]		2026/3	5,015.64
			B20190363	Micrsoft Yearly ES SHI	2205406 [540550]		2026/3	2,987.52
			B20190363	Micrsoft Yearly ES SHI	2205410 [540550]		2026/3	2,818.03
			B20190363	Micrsoft Yearly ES SHI	2205415 [540550]		2026/3	3,962.52
				Total For Check # 332513				70,452.91
09/11/2025	332520	1893 NEWTON EQUIPMENT LLC	19300T	unit # 1921	2205305 [540200]		2026/3	936.31
				Total For Check # 332520				936.31
09/11/2025	332524	723 THE MET	3000	SEPTEMBER 2025 ASSESSMENT	2205010 [550100]		2026/3	14,002.67
				Total For Check # 332524				14,002.67
09/11/2025	332528	1089 TRANE COMPANY	315569274	315569274 AUG 5, 2025	2205405 [540070]		2026/3	1,115.00
			315569276	315569276 AUG 5, 2025	2205405 [540070]		2026/3	705.00
				Total For Check # 332528				1,820.00
09/11/2025	332529	4478 TRANSCO SUPPLY COMPANY	1063106	PW STOCK	220 [141000]		2026/3	190.40
			1063073	PW STOCK -GATORADE	220 [141000]		2026/3	2,484.42
			1063104	PW Stock	220 [141000]		2026/3	2,484.42
			1063105	TISSUE, TOILET 2-PLY 500 SHEETS PER	220 [141000]		2026/3	177.27
			1063178	TISSUE, TOILET 2-PLY 500 SHEETS PER	220 [141000]		2026/3	119.88
			1063177	PW STOCK	220 [141000]		2026/3	76.70
				Total For Check # 332529				5,533.09
09/11/2025	332532	1808 TULSA'S GREEN COUNTRY	110769	TEMP SERVICES WEEK ENDING IN	2205010 [550370]		2026/3	11,847.40
			110768	TEMP SERVICES FOR FLEET	2205120 [550370]		2026/3	924.80
			110767	TEMP SERVICES FOR FLEET	2205120 [550370]		2026/3	1,142.40
			110766	TEMP EMPLOYEE BUILDING	2205115 [550370]		2026/3	1,740.80
				Total For Check # 332532				15,655.40

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
09/11/2025	332533	1496 TWIN CITIES READY MIX INC	309064	BLANKET PO FOR MISC	2205305 560270		2026/3	560.00
			309411	BLANKET PO FOR MISC	2205305 560270		2026/3	169.50
					Total For Check # 332533			729.50
09/11/2025	332537	3262 HD SUPPLY, INC	INV00817547	Replacement Service Saddle for Reuse	2205410 560230		2026/3	120.89
			INV00817577	Safety Signage	2205410 560230		2026/3	11.73
			INV00815201	Lab supplies	2205410 560230		2026/3	318.80
			INV00815201	Lab supplies	2205410 560240		2026/3	378.90
					Total For Check # 332537			830.32
09/11/2025	332538	44 UTILITY SUPPLY	215121	215121 AUG 25, 2025	2205415 570150	2554580	2026/3	867.54
			215669	215669 SEPT 3, 2025	2205400 560370		2026/3	589.30
					Total For Check # 332538			1,456.84
09/11/2025	332539	1633 VALBRIDGE PROPERTY	OK01-25-1856-000	OK01-25-1856-000 AUG 25, 2025	2205410 570080	2154250	2026/3	7,600.00
					Total For Check # 332539			7,600.00
09/11/2025	332540	1169 VERIZON	6121607714	6121607714 JULY 22-AUG 21, 2025	2205404 550540		2026/3	60.01
					Total For Check # 332540			60.01
09/11/2025	332542	376 WAGONER COUNTY CLERK	25-7362	FILINGS AT THE COUNTY CLERKS	2201700 550860		2026/3	24.00
					Total For Check # 332542			24.00
09/11/2025	332543	1537 WATER TECH INC	166718	BLANKET PO FOR POLYMER FOR	2205405 560340		2026/3	3,367.56
					Total For Check # 332543			3,367.56
09/11/2025	332545	26 WHITE STAR MACHINERY &	07357190	unit # 1536 - jeff	2205403 540200		2026/3	4,614.21
					Total For Check # 332545			4,614.21
09/11/2025	332546	1095 WINDSTREAM HOLDINGS II LLC	101124486 09022025	101124486 SEPT 2, 2025 918-251-3383	2205100 550220		2026/3	121.76
					Total For Check # 332546			121.76
09/18/2025	332551	4037 D&H UNITED FUELING	0147987	EMERGENCY DIAG FUEL PUMP ISSUE	2205120 540550		2025/12	2,389.19
					Total For Check # 332551			2,389.19
09/18/2025	332552	2107 EMPIRE PRINTING	59646	Rowdy Uniform Shirts	2205210 560100		2025/12	70.47
			59733C	Charlies Uniform	2205205 560100		2025/12	199.49
					Total For Check # 332552			269.96
09/18/2025	332553	4452 L3HARRIS TECHNOLOGIES INC	93437309	3 x mobile radios Harris XG-25M	2205010 560240		2025/12	6,150.86
					Total For Check # 332553			6,150.86

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
09/18/2025	332554	1546 LINE-X OF TULSA, INC	25061902	UNIT # 2519	2205401 540200		2025/12	599.00
					Total For Check # 332554			599.00
09/18/2025	332556	2018 MOHAWK MATERIALS CO. INC.	567573	PA 8 FINAL 2454460 08/19/25 22501191	2205400 570150	2454460	2025/12	1,560.00
			567585	PA 8 FINAL 2454460 08/19/25 22501191	2205400 570150	2454460	2025/12	1,560.00
					Total For Check # 332556			3,120.00
09/18/2025	332557	232 PREFERRED BUSINESS	INV262042	MAY 2025 OVERAGES	2205010 540550		2025/12	185.45
			INV262042	MAY 2025 OVERAGES	2205406 540550		2025/12	52.08
			INV263857	JUNE 2025 OVERAGES	2205010 540550		2025/12	158.80
			INV263857	JUNE 2025 OVERAGES	2205406 540550		2025/12	44.50
					Total For Check # 332557			440.83
09/18/2025	332558	81 SHERWIN WILLIAMS CO	3703-1	PA 8 FINAL 2454460 08/19/25 22501191	2205400 570150	2454460	2025/12	5,266.72
			3742-9	PA 8 FINAL 2454460 08/19/25 22501191	2205400 570150	2454460	2025/12	5,820.71
					Total For Check # 332558			11,087.43
09/18/2025	332560	5510 UNIMEASURE, INC	550950	550950	2205405 560450		2025/12	1,326.13
					Total For Check # 332560			1,326.13
09/18/2025	332562	48 WARREN POWER &	P3268801	CITY COUNCIL APPROVAL 12/03/2024	2205410 570030	2554420	2025/12	5,004.23
					Total For Check # 332562			5,004.23
09/18/2025	332563	9 A & N TRAILER PARTS INC	00392728	BLANKET PO FOR TRAILER PARTS	2205305 560200		2026/3	26.95
					Total For Check # 332563			26.95
09/18/2025	332564	416 ACCURATE ENVIRONMENTAL	HH20187	HH20187 SEPT 5, 2025	2205410 530340		2026/3	145.00
			S20913	S20913	2205400 530110		2026/3	310.00
					Total For Check # 332564			455.00
09/18/2025	332567	489 ADMIRAL EXPRESS LLC	207883-S	207883-S	2205205 560030		2026/3	465.62
			207992-S	207992-S	2205100 560030		2026/3	38.99
			208144-S	208144-S	2205401 560030		2026/3	73.47
			207869-S	207869-S	2205010 560030		2026/3	155.47
					Total For Check # 332567			733.55
09/18/2025	332568	149 AMERICAN ELECTRIC	540-379-4-6 08282025	954-540-379-4-6 AUG 28, 2025	2205410 550250		2026/3	56,896.34
			818-689-2-1 09092025	FY26 ANNUAL AGREEMENT SINGLES	2205406 550250		2026/3	1.00
			324-103-0-2 08272025	FY26 ANNUAL AGREEMENT 958-324-103-0-	2205415 550250		2026/3	16,141.04
			305-287-1-0 09092025	FY26 ANNUAL AGREEMENT SINGLES	2205405 550250		2026/3	22,681.45
			821-338-0-4 09032025	FY26 ANNUAL AGREEMENT SINGLES	2205405 550250		2026/3	73,729.50
			821-338-0-4 08032025	FY26 ANNUAL AGREEMENT SINGLES	2205405 550250		2026/3	67,793.07
					Total For Check # 332568			237,242.40

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
09/18/2025	332569	4918 AIRGAS, INC	9164669132	BLANKET PO WELDING MATERIAL	2205405 560230		2026/3	75.49
			9164386126	BLANKET PO WELDING MATERIAL	2205405 560110		2026/3	248.50
			9164386084	BLANKET PO WELDING MATERIAL	2205405 560110		2026/3	395.50
			9164777207	BLANKET PO WELDING MATERIAL	2205405 560110		2026/3	206.16
			9164469611	BLANKET PO WELDING MATERIAL	2205130 560230		2026/3	140.99
				Total For Check #	332569			1,066.64
09/18/2025	332570	5461 ALL STATE ELECTRIC MOTORS,	TSI-1022	Finescreen Brush Motor	2205410 560450		2026/3	1,579.50
				Total For Check #	332570			1,579.50
09/18/2025	332572	4935 AMAZON.COM SALES INC	14KD-9Y9L-9GMC	purchasing office	2205130 560030		2026/3	110.42
			1PQN-P37X-3F17	REQ BY RYAN MOORE	2205415 560230		2026/3	239.85
			1C1Q-V4TV-7763	Special Projects Office Supplies Maddy	2205225 560030		2026/3	27.98
			11Y3-Y9PD-7T7Q	UPS Batteries Arts/CH-Main	2205405 560240		2026/3	269.99
			1TQ1-NCNN-FYYQ	REPLACEMENT PARTS AND OFFICE	2205405 560030		2026/3	14.22
			1TQ1-NCNN-FYYQ	REPLACEMENT PARTS AND OFFICE	2205405 560180		2026/3	121.23
			1TQ1-NCNN-FYYQ	REPLACEMENT PARTS AND OFFICE	2205405 560230		2026/3	266.77
			17KT-RF4X-6PRM	OFFICE SUPPLIES	2201503 560030		2026/3	81.28
			17QK-K467-7WWF	Headset for Action Center	2205401 560030		2026/3	134.99
			1H9L-M7RR-7496	warehouse-purchasing	2205130 560230		2026/3	41.48
				Total For Check #	332572			1,308.21
09/18/2025	332575	1465 AMERICAN WASTE CONTROL	0007547241	0007547241 CUST ID 727422	2205405 540330		2026/3	124.00
				Total For Check #	332575			124.00
09/18/2025	332576	2508 AMERIFLEX HOSE &	506594	BLANKET PO - HOSES & FITTINGS	2205415 540200		2026/3	63.99
				Total For Check #	332576			63.99
09/18/2025	332577	11 ANCHOR STONE CO	252341509	BLANKET PO (BACKUP BIDDER#2 FOR	2205400 570150	2254400	2026/3	648.69
			252273009	BLANKET PO (BACKUP BIDDER#2 FOR	2205400 570150	2254400	2026/3	556.38
				Total For Check #	332577			1,205.07
09/18/2025	332579	4846 APAC-CENTRAL, INC.	7002317596	BLANKET PO FOR AGGREGATE	2205400 570150	2254400	2026/3	329.05
			7002314488	BLANKET PO FOR ASPHALT (PRIMARY	2205400 570150	2254400	2026/3	243.60
				Total For Check #	332579			572.65
09/18/2025	332581	945 AYS LLC	298606	298606 AUG 30, 2025	2205403 540280		2026/3	108.00
				Total For Check #	332581			108.00
09/18/2025	332584	885 ATWOOD DISTRIBUTING LP	3579	BLANKET PO SAFETY SHOES & MISC	2205403 560230		2026/3	5.98
				Total For Check #	332584			5.98

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
09/18/2025	332585	4121 AUTOZONE INC	INVC05911725	SOFTWARE RENEWAL SUBSCRIPTION	2205120 540550		2026/3	1,500.00
					Total For Check # 332585			1,500.00
09/18/2025	332591	3 BRENNTAG SOUTHWEST INC	BSW645799	BLANKET PO - CHLORINE	2205405 560340		2026/3	1,184.00
			BSW646409	BLANKET PO - CHLORINE	2205405 560340		2026/3	7,470.00
					Total For Check # 332591			8,654.00
09/18/2025	332592	1330 BRINK'S INCORPORATED	7921149	7921149 AUG 2025	2201503 550280		2026/3	1,251.37
					Total For Check # 332592			1,251.37
09/18/2025	332593	19 BROKEN ARROW ELECTRIC	S3394347.001	BLANKET PO FOR MISC ELECTRICAL	2205403 560240		2026/3	1,913.24
					Total For Check # 332593			1,913.24
09/18/2025	332600	2083 CHEMTRADE CHEMICALS US	90288809	BLANKET PO FOR LIQUID AMMONIUM	2205405 560340		2026/3	17,693.28
					Total For Check # 332600			17,693.28
09/18/2025	332602	37 CINTAS CORPORATION	5290980802	BLANKET PO FOR ALL DEPARTMENT USE	2205405 560230		2026/3	155.92
			5290980801	BLANKET PO FOR ALL DEPARTMENT USE	2205305 560230		2026/3	207.41
					Total For Check # 332602			363.33
09/18/2025	332604	295 CITY OF TULSA	219045-2170373 8/25	219045-2170373 160920 E 41ST ST	2205405 540930		2026/3	4,996.04
			204713-2156415 8/25	204713-2156415 12840 E 61ST ST	2205405 540930		2026/3	2,545.62
					Total For Check # 332604			7,541.66
09/18/2025	332605	1391 CLEAN THE UNIFORM CO	52153037	52153037 SEPT 5, 2025	2205410 540310		2026/3	31.92
			52153037	52153037 SEPT 5, 2025	2205410 540330		2026/3	7.20
			52153037	52153037 SEPT 5, 2025	2205410 540330		2026/3	3.75
			52152548	52152548	2205130 540310		2026/3	6.60
			52152548	52152548	2205120 540310		2026/3	83.46
			52152548	52152548	2205400 540310		2026/3	114.90
			52152548	52152548	2205415 540310		2026/3	83.07
			52152548	52152548	2205406 540310		2026/3	44.99
			52152548	52152548	2205403 540310		2026/3	58.11
			52152548	52152548	2205115 540310		2026/3	33.60
			52152548	52152548	2205010 540310		2026/3	536.57
			52152548	52152548	2201700 540330		2026/3	3.90
			52152548	52152548	2205120 540330		2026/3	25.00
			52152548	52152548	2205400 540330		2026/3	9.48
			52151446	52151446	2205130 540310		2026/3	6.60
			52151446	52151446	2205400 540310		2026/3	9.48
			52151446	52151446	2205120 540310		2026/3	83.46
			52151446	52151446	2205400 540310		2026/3	111.71
			52151446	52151446	2205415 540310		2026/3	83.07

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
			52151446	52151446	2205406 540310		2026/3	44.99
			52151446	52151446	2205403 540310		2026/3	58.11
			52151446	52151446	2205115 540310		2026/3	33.60
			52151446	52151446	2205010 540310		2026/3	468.82
			52151446	52151446	2201700 540330		2026/3	3.90
			52151446	52151446	2205120 540330		2026/3	25.00
			52154138	52154138	2205410 540310		2026/3	31.92
			52154138	52154138	2205410 540330		2026/3	4.09
					Total For Check # 332605			2,007.30
09/18/2025	332607	4393 CLOUDPOINT GEOSPATIAL INC	INV-06027	Monthly Managed Services	2201205 530870		2026/3	7,250.00
					Total For Check # 332607			7,250.00
09/18/2025	332608	565 CMC STEEL FABRICATORS INC	064013	For A. Ramos/ Matt Duran	2205305 560240		2026/3	129.00
					Total For Check # 332608			129.00
09/18/2025	332610	1270 CORE & MAIN	CNV1000011340	PW STOCK ORDER	220 141000		2026/3	19,800.00
					Total For Check # 332610			19,800.00
09/18/2025	332611	4156 CROSS TECHNOLOGIES INC	TUL-24883	TUL-24883	2205410 530870		2026/3	2,010.01
					Total For Check # 332611			2,010.01
09/18/2025	332616	3296 DIESEL LAPTOPS LLC	INV194882	diesel laptop wireless usb link-Brian Gaynor	2205120 560240		2026/3	825.00
					Total For Check # 332616			825.00
09/18/2025	332617	3307 DP SUPPLY	035787	req by Donnie	2205403 560230		2026/3	697.60
					Total For Check # 332617			697.60
09/18/2025	332618	985 EDA + FKI ENGINEERS PC	8971	Professional Engineering Service for Fleet	2205120 570160	2551130	2026/3	9,900.00
					Total For Check # 332618			9,900.00
09/18/2025	332619	61 ELLIOTT ELECTRIC SUPPLY	134-79173-01	Power Connectors for Hazardous Duty	2205410 560450		2026/3	1,563.50
					Total For Check # 332619			1,563.50
09/18/2025	332620	2107 EMPIRE PRINTING	61115	Jess Stephens Uniforms	2205200 560100		2026/3	201.53
					Total For Check # 332620			201.53
09/18/2025	332621	3676 ENGINEERED EQUIPMENT INC	PTINV00062089	FILTERS FOR CITY FACILITIES	2205100 560180		2026/3	158.46
			PTINV00062089	FILTERS FOR CITY FACILITIES	2205120 560180		2026/3	4.17
			PTINV00062089	FILTERS FOR CITY FACILITIES	2205410 560180		2026/3	67.81
			PTINV00062089	FILTERS FOR CITY FACILITIES	2205415 560230		2026/3	18.35
					Total For Check # 332621			248.79

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
09/18/2025	332622	399 ENVIRONMENTAL	058928	Pump Flange Gaskets	2205410 560450		2026/3	236.00
			058923	MARCH MAG-DR PUMP 53GPM 1.5" T PP	2205405 560450		2026/3	1,653.75
			058914	Pump Flange Gaskets	2205410 560450		2026/3	236.00
				Total For Check # 332622				2,125.75
09/18/2025	332623	4056 KIRKWALL HOLDINGS LLC	617-16390	617-16390	2205010 550310		2026/3	180.60
				Total For Check # 332623				180.60
09/18/2025	332624	900 FORTILINE INC	7022115	PW STOCK ORDER	220 141000		2026/3	24,240.90
			7067061	PROJECT 2554040	2205400 570030	2554040	2026/3	27,514.50
				Total For Check # 332624				51,755.40
09/18/2025	332625	153 GELCO UNIFORMS & SHOES	00301278	BLANKET PO FOR UNIFORMS/BOOTS	2205010 560100		2026/3	143.99
			00301368	BLANKET PO FOR UNIFORMS/BOOTS	2205010 560100		2026/3	179.99
				Total For Check # 332625				323.98
09/18/2025	332626	1256 GEODECA LLC	2505035B	2254400 Geodeca	2205400 570160	2254400	2026/3	9,061.00
				Total For Check # 332626				9,061.00
09/18/2025	332627	4963 GLASS WORKS INC.	47408	BLANKET PO - GLASS REPAIR	2205305 540200		2026/3	719.25
			47662	BLANKET PO - GLASS REPAIR	2205010 540200		2026/3	850.00
				Total For Check # 332627				1,569.25
09/18/2025	332629	76 GRAINGER	9634378823	4A505 Strap Wrench,Almnm,11-3/4" Hndl,17"	2205405 560230		2026/3	465.20
			9634378823	4A505 Strap Wrench,Almnm,11-3/4" Hndl,17"	2205405 560240		2026/3	203.74
			9635488076	Replacement Sewage Sump Pump	2205410 560450		2026/3	450.41
				Total For Check # 332629				1,119.35
09/18/2025	332631	79 GREEN ACRE SOD FARMS	11473	BLANKET PO FOR BERMUDA SOD	2205305 560230		2026/3	95.00
			11647	BLANKET PO FOR BERMUDA SOD	2205305 560230		2026/3	335.00
				Total For Check # 332631				430.00
09/18/2025	332632	106 HACH COMPANY	14654618	BLANKET PO CHEM/LAB SUPPLIES	2205404 560340		2026/3	236.76
			14586605	BLANKET PO CHEM/LAB SUPPLIES	2205410 560340		2026/3	835.60
				Total For Check # 332632				1,072.36
09/18/2025	332633	4111 HAMPSHIRE INDUSTRIAL	250903	250903	2205405 540320		2026/3	1,765.00
				Total For Check # 332633				1,765.00
09/18/2025	332634	4030 HAWKINS INC	7163916	7163916	2205410 560340		2026/3	1,812.60
				Total For Check # 332634				1,812.60
09/18/2025	332635	369 HAYNES EQUIPMENT CO	INV8131955	HEP0042526: ST-H Ultrasonic Level	2205405 560450		2026/3	2,278.88

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
					Total For Check # 332635			2,278.88
09/18/2025	332637	4978 HIPOWER SYSTEMS OKLAHOMA,	2025-171	2025-171 AUG 31, 2025	2205415 540280		2026/3	168.63
			2025-170	CITY COUNCIL APPROVED 06/16/25	2205415 540280		2026/3	2,896.66
					Total For Check # 332637			3,065.29
09/18/2025	332638	725 HOLLOWAY, UPDIKE AND	PA 4 2205401	Engineering Service On Call with HUB	2205401 530870		2026/3	1,085.00
					Total For Check # 332638			1,085.00
09/18/2025	332639	5406 ICE QUBE, INC.	129657	IQ2000I-120-IH04	2205415 560410		2026/3	2,960.89
					Total For Check # 332639			2,960.89
09/18/2025	332640	2337 ICM OF AMERICA INC	080887	beveling kit per Bryce Campbell	2205403 560240		2026/3	1,242.00
					Total For Check # 332640			1,242.00
09/18/2025	332641	1582 IMPERIAL LLC	2870:8716134	2870:8716134	2201700 550890		2026/3	65.35
					Total For Check # 332641			65.35
09/18/2025	332642	4736 DUSTIN MANLY	10000943	10000943	2205410 540070		2026/3	96.00
			10000944	10000944	2205405 540070		2026/3	279.00
			10000941	10000941	2205120 540070		2026/3	155.00
					Total For Check # 332642			530.00
09/18/2025	332643	914 INTERSTATE ALL BATTERY	1925702033369	PW STOCK	220 141000		2026/3	179.00
					Total For Check # 332643			179.00
09/18/2025	332645	3537 J & J BOWERS LAWN CARE	091425	BLANKET PO FOR LAWN CARE	2205305 540280		2026/3	7,335.00
					Total For Check # 332645			7,335.00
09/18/2025	332648	5131 KEVIN BEHE	14475	CITY COUNCIL 07/14/25	2205100 540070		2026/3	1.19
			14475	CITY COUNCIL 07/14/25	2205120 540070		2026/3	0.48
			14475	CITY COUNCIL 07/14/25	2205305 540070		2026/3	0.36
			14475	CITY COUNCIL 07/14/25	2205410 540070		2026/3	5.60
			14476	CITY COUNCIL 07/14/25	2205100 540070		2026/3	1.19
			14476	CITY COUNCIL 07/14/25	2205120 540070		2026/3	0.48
			14476	CITY COUNCIL 07/14/25	2205305 540070		2026/3	0.36
			14476	CITY COUNCIL 07/14/25	2205410 540070		2026/3	5.60
			14478	CITY COUNCIL 07/14/25	2205100 540070		2026/3	1.19
			14478	CITY COUNCIL 07/14/25	2205120 540070		2026/3	0.48
			14478	CITY COUNCIL 07/14/25	2205305 540070		2026/3	0.36
			14478	CITY COUNCIL 07/14/25	2205410 540070		2026/3	5.60
			14477	CITY COUNCIL 07/14/25	2205100 540070		2026/3	1.19
			14477	CITY COUNCIL 07/14/25	2205120 540070		2026/3	0.48

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				14477	CITY COUNCIL 07/14/25	2205305 540070		2026/3	0.36
				14477	CITY COUNCIL 07/14/25	2205410 540070		2026/3	5.60
				14468	CITY COUNCIL 07/14/25	2205100 540070		2026/3	0.95
				14468	CITY COUNCIL 07/14/25	2205120 540070		2026/3	0.38
				14468	CITY COUNCIL 07/14/25	2205305 540070		2026/3	0.29
				14468	CITY COUNCIL 07/14/25	2205410 540070		2026/3	4.48
				14466	CITY COUNCIL 07/14/25	2205100 540070		2026/3	1.91
				14466	CITY COUNCIL 07/14/25	2205120 540070		2026/3	0.76
				14466	CITY COUNCIL 07/14/25	2205305 540070		2026/3	0.57
				14466	CITY COUNCIL 07/14/25	2205410 540070		2026/3	8.97
				14467	CITY COUNCIL 07/14/25	2205100 540070		2026/3	0.95
				14467	CITY COUNCIL 07/14/25	2205120 540070		2026/3	0.38
				14467	CITY COUNCIL 07/14/25	2205305 540070		2026/3	0.29
				14467	CITY COUNCIL 07/14/25	2205410 540070		2026/3	4.48
				14471	CITY COUNCIL 07/14/25	2205100 540070		2026/3	1.19
				14471	CITY COUNCIL 07/14/25	2205120 540070		2026/3	0.48
				14471	CITY COUNCIL 07/14/25	2205305 540070		2026/3	0.36
				14471	CITY COUNCIL 07/14/25	2205410 540070		2026/3	5.60
				14470	CITY COUNCIL 07/14/25	2205100 540070		2026/3	0.95
				14470	CITY COUNCIL 07/14/25	2205120 540070		2026/3	0.38
				14470	CITY COUNCIL 07/14/25	2205305 540070		2026/3	0.29
				14470	CITY COUNCIL 07/14/25	2205410 540070		2026/3	4.48
				14472	CITY COUNCIL 07/14/25	2205100 540070		2026/3	1.55
				14472	CITY COUNCIL 07/14/25	2205120 540070		2026/3	0.62
				14472	CITY COUNCIL 07/14/25	2205305 540070		2026/3	0.46
				14472	CITY COUNCIL 07/14/25	2205410 540070		2026/3	7.29
				14473	CITY COUNCIL 07/14/25	2205100 540070		2026/3	1.55
				14473	CITY COUNCIL 07/14/25	2205120 540070		2026/3	0.62
				14473	CITY COUNCIL 07/14/25	2205305 540070		2026/3	0.46
				14473	CITY COUNCIL 07/14/25	2205410 540070		2026/3	7.29
				14474	CITY COUNCIL 07/14/25	2205100 540070		2026/3	1.19
				14474	CITY COUNCIL 07/14/25	2205120 540070		2026/3	0.48
				14474	CITY COUNCIL 07/14/25	2205305 540070		2026/3	0.36
				14474	CITY COUNCIL 07/14/25	2205410 540070		2026/3	5.60
						Total For Check # 332648			96.13
09/18/2025	332649	4946 KIMERY PAINTING INC	PA 8 2454460		Construction Contract 2454460 Tiger Hill	2205400 570150	2454460	2026/3	200,191.30
						Total For Check # 332649			200,191.30
09/18/2025	332654	4311 L&M OFFICE FURNITURE	42655		42655 CARL BLANK CHAIR	2205010 560240		2026/3	160.00
						Total For Check # 332654			160.00
09/18/2025	332656	1050 LAFERRY'S LP GAS COMPANY	60011		BLANKET PO FOR PROPANE	2205410 560210		2026/3	70.00

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
	019192			242134		2205120 560230		2026/3	88.44
	019193			388BDM		2205305 560190		2026/3	1,467.08
	019197			4326873RX		2205010 560200		2026/3	610.38
	019197			4326873RX		2205010 560200		2026/3	226.10
	019197			5473296RX		2205010 560200		2026/3	878.00
	019197			5473296RX		2205010 560200		2026/3	66.50
	019197			6382091RX		2205010 560200		2026/3	1,630.70
	019197			6382091RX		2205010 560200		2026/3	266.00
	019197			2809		2205010 560200		2026/3	56.41
	019017			60250R		2205403 560200		2026/3	35.30
	019020			7540BW8		2205403 560200		2026/3	79.30
	019024			F013868		2205010 560190		2026/3	386.56
	019027			0710843004		2205010 560200		2026/3	57.27
	019028			366BDMDUAL		2205010 560190		2026/3	1,870.32
	019030			7060		2205010 560200		2026/3	4.25
	019030			5W30BULK		2205010 560210		2026/3	24.24
	019030			9080XXL		2205010 560230		2026/3	16.67
	019031			46AWBULK		2205010 560210		2026/3	33.02
	019031			2413		2205010 560230		2026/3	6.66
	019032			SL3330		2205305 560210		2026/3	122.20
	019032			6231		2205305 560210		2026/3	29.19
	019033			HDRTU1GAL		2205010 560210		2026/3	51.48
	019036			F013868		2205010 560190		2026/3	193.28
	019037			5010		2205400 560200		2026/3	3,333.34
	019038			46AWBULK		2205010 560210		2026/3	76.20
	019040			4384138		2205010 560200		2026/3	189.03
	019040			4932615		2205010 560200		2026/3	3.59
	019041			F506427		2205010 560200		2026/3	75.22
	019042			22303390		2205010 560200		2026/3	836.09
	019042			22303390		2205010 560200		2026/3	126.00
	019042			21148728		2205010 560200		2026/3	65.19
	019043			HDRTU1GAL		2205010 560210		2026/3	51.48
	019044			HDRTU1GAL		2205010 560210		2026/3	51.48
	019048			22303390		2205010 560200		2026/3	-126.00
	019049			5053210		2205010 560200		2026/3	237.42
	019252			F244465FLATFACE		2205010 560190		2026/3	1,806.52
	019254			31MHD		2205010 560200		2026/3	389.88
	019254			31MHD		2205010 560200		2026/3	75.00
	019254			31MHD		2205010 560200		2026/3	-75.00
	019256			GL1943102865		2205305 560190		2026/3	160.30
	019266			5053210		2205010 560200		2026/3	237.42
	019268			1748XD		2205305 560200		2026/3	33.89
	019268			600564		2205305 560200		2026/3	34.14

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
	019268			019268	3964	2205305 560200		2026/3	20.79
	019268			019268	6882	2205305 560200		2026/3	75.80
	019268			019268	15W40BULK	2205305 560210		2026/3	87.84
	019275			019275	135487	2205010 560200		2026/3	468.02
	019275			019275		2205010 560200		2026/3	64.86
	019276			019276	3544667	2205010 560200		2026/3	106.62
	019277			019277	HDRTU1GAL	2205010 560200		2026/3	51.48
	019281			019281	4579	2205400 560200		2026/3	7.11
	019281			019281	7620	2205400 560200		2026/3	6.59
	019281			019281	15W40BULK	2205400 560210		2026/3	43.92
	019282			019282	5502	2205120 560240		2026/3	122.11
	019284			019284	2283965	2205120 560200		2026/3	58.33
	019286			019286	49009	2205400 560230		2026/3	9.98
	019286			019286	16PB	2205400 560230		2026/3	4.28
	019286			019286	4800	2205400 560230		2026/3	3.21
	019286			019286	7604552	2205400 560230		2026/3	3.83
	019286			019286	7151231	2205400 560230		2026/3	18.57
	019286			019286	7151215	2205400 560230		2026/3	7.84
	019289			019289	S7690	2205120 560230		2026/3	72.28
	019289			019289		2205120 560230		2026/3	18.57
	019290			019290	2842235	2205403 560200		2026/3	99.99
	019292			019292	366BDMDUAL	2205010 560190		2026/3	467.58
	019407			019407	3544667	2205010 560200		2026/3	106.62
	019410			019410	A2277123002	2205010 560200		2026/3	132.21
	019410			019410	9082	2205010 560200		2026/3	12.77
	019411			019411	388BDM	2205010 560190		2026/3	1,211.88
	019415			019415	366BDMDUAL	2205010 560190		2026/3	937.94
	019417			019417	NW122571	2205010 560200		2026/3	1,703.16
	019417			019417		2205010 560200		2026/3	97.89
	019421			019421	366BDMDUAL	2205010 560190		2026/3	1,875.88
	019423			019423	A0694214000	2205400 560200		2026/3	33.43
	019423			019423	VCCT77421A2C	2205400 560200		2026/3	181.10
	019424			019424	7X111	2205403 560200		2026/3	48.06
	019427			019427	7316515	2205400 560200		2026/3	2,680.91
	019429			019429	DC3Z2B582A	2205010 560200		2026/3	108.27
	019430			019430	6700631	2205010 560200		2026/3	3.78
	019430			019430	6727475	2205010 560200		2026/3	40.21
	019436			019436	388BDM	2205010 560190		2026/3	1,211.88
	019437			019437	VCCT1001836U	2205010 560200		2026/3	211.10
	019438			019438	D6080CB27K	2205010 560200		2026/3	3,675.90
	019438			019438		2205010 560200		2026/3	275.11
	019440			019440	507021	2205120 560230		2026/3	94.44
	019446			019446	22722447	2205010 560200		2026/3	353.31

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				019447	23660865	2205010 560200		2026/3	364.13
						Total For Check # 332672			33,924.81
09/18/2025	332673			19169	789DEF	2205403 560210		2026/3	11.11
				019177	28060	2205010 560200		2026/3	3.57
				019179	103008	2205120 560210		2026/3	21.42
				019184	26PB	2205403 560230		2026/3	10.04
				019195	789DEF	2205410 560210		2026/3	11.11
				019018	75190	2205120 560230		2026/3	14.84
				019019	9080XL	2205010 560230		2026/3	16.67
				019022	9003N	2205010 560200		2026/3	17.66
				019029	2413	2205010 560230		2026/3	6.66
				019034	98141	2205400 560200		2026/3	29.37
				019035	82190	2205010 560230		2026/3	2.12
				019039	5S013187	2205010 560200		2026/3	31.22
				019045	10250Y	2205010 560200		2026/3	16.82
				019045	93745	2205010 560200		2026/3	8.24
				019045	10700	2205010 560200		2026/3	1.83
				019251	789DEF	2205403 560210		2026/3	11.11
				019287	ML2	2205305 560230		2026/3	23.68
				019288	ML2	2205010 560230		2026/3	23.68
				019291	X00414SUST	2205415 560230		2026/3	3.99
				019408	2413	2205010 560230		2026/3	6.12
				019408	9080XL	2205010 560230		2026/3	15.56
				019413	H6054N	2205010 560200		2026/3	8.57
				019414	680404	2205010 560200		2026/3	4.43
				019414	NT2604	2205010 560200		2026/3	1.09
				019416	25676	2205010 560230		2026/3	5.05
				019420	NT2608	2205010 560200		2026/3	21.80
				019425	789DEF	2205400 560210		2026/3	11.11
				019426	1255H7	2205305 560200		2026/3	10.32
				019426	3457NAN	2205305 560200		2026/3	1.73
				019428	NT2606	2205010 560200		2026/3	1.75
				019428	640600	2205010 560200		2026/3	4.69
				019428	640800	2205010 560200		2026/3	22.66
				019431	77353	2205010 560200		2026/3	76.33
				019431	917403	2205010 560200		2026/3	1.56
				019431	6700631	2205010 560200		2026/3	-3.78
				019431	6727475	2205010 560200		2026/3	-40.21
				019435	540808	2205010 560200		2026/3	10.29
				019435	28107	2205010 560200		2026/3	1.73
				019448	1019774	2205010 560200		2026/3	22.21
				019448	1433173	2205010 560200		2026/3	7.21

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
					Total For Check # 332673			455.36
09/18/2025	332674	4795 NATIONAL HIGHWAY	PS-INV127458	11993 28" Orange Traffic Cone Stenciled (IN	2205415 560230		2026/3	1,127.80
					Total For Check # 332674			1,127.80
09/18/2025	332676	5149 OFFEN PETROLEUM LLC	INV1690293	FUEL FOR STREETS LOCATION - TBD	220 142000		2026/3	16,465.21
			INV1736783	(URGENT) DIESEL GENERATOR FUEL	2205405 560210		2026/3	5,671.92
			INV1773789	FUEL FOR FLEET LOCATION	220 142000		2026/3	16,569.24
			INV1774286	FUEL FOR STREETS LOCATION - TBD	220 142000		2026/3	17,282.39
					Total For Check # 332676			55,988.76
09/18/2025	332679	1177 ONLINE INFORMATION	1343941	1343941	2201503 550280		2026/3	772.56
					Total For Check # 332679			772.56
09/18/2025	332680	96 OTA PIKEPASS CENTER	20250800106	20250800106 SEPT 1, 2025	2205100 550030		2026/3	3.35
			20250800106	20250800106 SEPT 1, 2025	2205404 550030		2026/3	1.04
			20250800106	20250800106 SEPT 1, 2025	2205120 550030		2026/3	29.79
			20250800106	20250800106 SEPT 1, 2025	2205010 550030		2026/3	492.25
			20250800106	20250800106 SEPT 1, 2025	2205200 550030		2026/3	17.76
			20250800106	20250800106 SEPT 1, 2025	2205205 550030		2026/3	2.02
			20250800106	20250800106 SEPT 1, 2025	2205210 550030		2026/3	29.86
			20250800106	20250800106 SEPT 1, 2025	2205305 550030		2026/3	26.68
			20250800106	20250800106 SEPT 1, 2025	2205400 550030		2026/3	36.41
			20250800106	20250800106 SEPT 1, 2025	2205401 550030		2026/3	18.67
			20250800106	20250800106 SEPT 1, 2025	2205403 550030		2026/3	93.31
			20250800106	20250800106 SEPT 1, 2025	2205406 550030		2026/3	3.32
			20250800106	20250800106 SEPT 1, 2025	2205410 550030		2026/3	46.68
			20250800106	20250800106 SEPT 1, 2025	2205415 550030		2026/3	5.44
					Total For Check # 332680			806.58
09/18/2025	332689	694 POTTERS INDUSTRIES LLC	91463113	PW STOCK ORDER	220 141000		2026/3	9,660.00
					Total For Check # 332689			9,660.00
09/18/2025	332691	232 PREFERRED BUSINESS	INV269637	INV269637 SEPT 5, 2025 OVERAGE FOR	2205010 540550		2026/3	140.34
			INV269637	INV269637 SEPT 5, 2025 OVERAGE FOR	2205406 540550		2026/3	64.87
			INV266443	INV266443 AUG 1, 2025 FOR JULY 2025	2205010 540550		2026/3	121.62
			INV266443	INV266443 AUG 1, 2025 FOR JULY 2025	2205406 540550		2026/3	55.28
					Total For Check # 332691			382.11
09/18/2025	332692	4508 C A ASSETS LLC	164034	164034	2205115 540070		2026/3	240.00
					Total For Check # 332692			240.00
09/18/2025	332693	5333 PRODIGY LAWN & LANDSCAPE	3997	BLANKET PO FOR LAWN CARE	2205305 540280		2026/3	4,997.00

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
					Total For Check # 332693			4,997.00
09/18/2025	332697	89 QUIKSERVICE STEEL YAFFE	306464	steel plate per Bryce Campbell	2205403 560240		2026/3	2,960.80
					Total For Check # 332697			2,960.80
09/18/2025	332698	1493 RED WING BRANDS OF	754ST1-1382100	BLANKET - SAFETY SHOES	2205403 560100		2026/3	200.00
					Total For Check # 332698			200.00
09/18/2025	332699	1612 RITZ/LONE STAR SAFETY &	7083661	PW STOCK	220 141000		2026/3	1,251.70
					Total For Check # 332699			1,251.70
09/18/2025	332700	2173 RJN GROUP INC	429502	CITY COUNCIL APPROVED 7/14/25 PROJ	2205415 540460	2654490	2026/3	8,740.00
					Total For Check # 332700			8,740.00
09/18/2025	332703	5048 SHAMROCK TIRE & AUTO	107-797948	BLANKET PO FOR ALIGNMENTS	2205305 540200		2026/3	30.00
					Total For Check # 332703			30.00
09/18/2025	332704	81 SHERWIN WILLIAMS CO	3838-5 3900-3 3986-2 4086-0 0175-5	PA 8 FINAL 2454460 08/19/25 22501191 PA 8 FINAL 2454460 08/19/25 22501191	2205400 570150 2205400 570150 2205400 570150 2205400 570150 2205400 570150	2454460 2454460 2454460 2454460 2454460	2026/3 2026/3 2026/3 2026/3 2026/3	1,083.40 8,581.87 959.88 16,809.72 571.00
					Total For Check # 332704			28,005.87
09/18/2025	332705	969 SHERWOOD CONSTRUCTION	282304	BACKUP BLANKET PO FOR ASPHALT	2205305 560270		2026/3	203.85
					Total For Check # 332705			203.85
09/18/2025	332709	80 SMITH & LOVELESS INC	186876	2L153PA RH CHECK VAVLE 4 IN	2205415 560410		2026/3	4,055.29
					Total For Check # 332709			4,055.29
09/18/2025	332711	4798 SMITHEY ENVIRONMENTAL	88292 87023	88292 87023	2205405 540280 2205405 540280		2026/3 2026/3	9,375.00 1,062.50
					Total For Check # 332711			10,437.50
09/18/2025	332712	496 SNAP ON TOOLS	080825117157	SOFTWARE UPDATE - BRIAN GAYNOR	2205120 540550		2026/3	4,743.00
					Total For Check # 332712			4,743.00
09/18/2025	332717	1893 NEWTON EQUIPMENT LLC	8320T	CITY COUNCIL APPROVED 08/19/25	2205305 570030	2653040	2026/3	71,929.24
					Total For Check # 332717			71,929.24
09/18/2025	332718	234 STOREY TOWING LLC	59673 59639 59730	59673 SEPT 8, 2025 59639 SEPT 5, 2025 TWO SERVICES FOR UNIT 2046 SOLID	2205010 540200 2205010 540200 2205010 540200		2026/3 2026/3 2026/3	348.00 348.00 348.00

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
			59734	TOW SERIVES FOR UNIT 2576 SOLID	2205010 540200		2026/3	348.00
					Total For Check # 332718			1,392.00
09/18/2025	332724	1104 TIGER, INC.	0825221781	211104019 1790097 021 SEPT 12, 2025 430	2205100 550240		2026/3	2.90
			0825221753	210105033 1100164 021 SEP 12, 2025 400 N	2205100 550240		2026/3	5.80
					Total For Check # 332724			8.70
09/18/2025	332726	571 TULSA CITY COUNTY HEALTH	NV2509002	NV2509002	2205410 530340		2026/3	3,003.00
					Total For Check # 332726			3,003.00
09/18/2025	332728	1489 TULSA HEALTH DEPARTMENT	NV2509012	NV2509012	2205405 530340		2026/3	107.00
			NV2509013	NV2509013	2205404 530340		2026/3	13,833.00
					Total For Check # 332728			13,940.00
09/18/2025	332729	3096 TULSA RECYCLE & TRANSFER	2508BA	2508BA SEPT 4, 2025	2205010 540350		2026/3	34,606.74
					Total For Check # 332729			34,606.74
09/18/2025	332730	4597 TULSA TOPSOIL INC	25263	BLANKET PO FOR TOP SOIL	2205400 560230		2026/3	200.00
			25263	BLANKET PO FOR TOP SOIL	2205305 560230		2026/3	300.00
					Total For Check # 332730			500.00
09/18/2025	332731	949 TULSA WINNELSON COMPANY	640904 01	BLANKET PO MISC. PLUMBING SUPPLIES	2205115 560240		2026/3	381.78
			640989 01	BLANKET PO MISC. PLUMBING SUPPLIES	2205120 560180		2026/3	167.16
					Total For Check # 332731			548.94
09/18/2025	332732	1808 TULSA'S GREEN COUNTRY	110874	110874 SEPT 5, 2025	2205115 550370		2026/3	1,740.80
			110875	110875 SEPT 5, 2025	2205120 550370		2026/3	1,142.40
			110876	110876 SEPT 5, 2025	2205120 550370		2026/3	924.80
			110877	110877 SEPT 5, 2025	2205010 550370		2026/3	11,626.31
			110980	110980	2205010 550370		2026/3	11,639.74
			110978	TEMP SERVICES FOR FLEET	2205120 550370		2026/3	913.92
			110979	TEMP SERVICES FOR FLEET MAIN.	2205120 550370		2026/3	728.28
			110977	TEMP EMPLOYE BUILDING	2205115 550370		2026/3	1,392.64
					Total For Check # 332732			30,108.89
09/18/2025	332734	4365 UNICARE BUILDING	COBA2507001	CITY COUNCIL APPROVED 06/17/24	2201700 540280		2026/3	1,072.27
			COBA2507002	CITY COUNCIL APPROVED 06/17/24	2201700 540280		2026/3	316.14
					Total For Check # 332734			1,388.41
09/18/2025	332735	744 UNITED RENTALS, INC	252147606-001	252147606-001	2205405 540320		2026/3	1,316.46
					Total For Check # 332735			1,316.46
09/18/2025	332736	3262 HD SUPPLY, INC	INV00766794	FOR ASHLEY RHEA	2205404 560340		2026/3	408.97

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
					Total For Check # 332736				408.97
09/18/2025	332737			INV00808055	Safety Signage	2205410 560230		2026/3	30.48
				INV00807955	Laboratory Supplies	2205410 560340		2026/3	176.65
				INV00808076	Safety Signage	2205410 560230		2026/3	20.32
				INV00808230	Laboratory Supplies	2205410 560340		2026/3	367.41
				INV00808019	Safety Signage	2205410 560230		2026/3	111.76
					Total For Check # 332737				706.62
09/18/2025	332738	44 UTILITY SUPPLY		215198	PW STOCK ORDER	220 141000		2026/3	3,310.80
				215840	urgent req Jerry Hanewinkle	2205400 560400		2026/3	2,532.00
					Total For Check # 332738				5,842.80
09/18/2025	332739	5342 VEGA AMERICAS, INC.		659012	VEGABAR 38 PP - 222 62E	2205400 570150	WL22020	2026/3	1,240.33
					Total For Check # 332739				1,240.33
09/18/2025	332743	897 WASTE MANAGEMENT QUARRY		0068354-2185-7	0068354-2185-7 CUST ID 2-70303-63000	2205410 540300		2026/3	19,104.47
				0068358-2185-8	0068358-2185-8 CUST ID 5-50248-03006	2205010 540300		2026/3	283.05
				0068361-2185-2	0068361-2185-2 CUST ID 6-95673-83006	2205010 540300		2026/3	93,416.17
					Total For Check # 332743				112,803.69
09/18/2025	332744	1537 WATER TECH INC		166789	BLANKET PO FOR POLYMER FOR	2205405 560340		2026/3	9,315.60
					Total For Check # 332744				9,315.60
09/18/2025	332745	385 WATKINS SAND COMPANY INC		39753X	BLANKET PO FOR SAND BACKFILL	2205415 560270		2026/3	260.00
				39556X	39556X	2205400 570150	2254400	2026/3	1,040.00
					Total For Check # 332745				1,300.00
09/18/2025	332747	4190 WINDOWS XPRESS LLC		0008272025	0008272025 AUGUST 2025	2205405 540550		2026/3	225.00
					Total For Check # 332747				225.00
09/18/2025	332748	1095 WINDSTREAM HOLDINGS II LLC		101035457 09122025	FY26 ANNUAL AGREEMENT	2205415 550220		2026/3	88.67
				100979352 09122025	FY26 ANNUAL AGREEMENT	2205405 550220		2026/3	82.00
					Total For Check # 332748				170.67
09/18/2025	332752	3154 EMILY ROWLAND		PDR 10052025	PER DIEM REQUEST - OCT 05, 2025	2205220 550030		2026/3	115.60
				PDR 09272025	PER DIEM REQUEST - SEPT 27, 2025	2205220 550030		2026/3	414.00
					Total For Check # 332752				529.60
09/18/2025	332755	5151 JORDAN GRACE		PDR 10052025	PER DIEM REQUEST - OCT 05, 2025	2205220 550030		2026/3	115.60
				PDR 09272025	PER DIEM REQUEST - SEPT 27, 2025	2205220 550030		2026/3	414.00
					Total For Check # 332755				529.60

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
09/18/2025	332758	737 KENNETH D SCHWAB	MLG 09102025	MILEAGE REIMBURSMENT - SEPT 10,	2201302 550030		2026/3	172.66
					Total For Check # 332758			172.66
09/18/2025	332768	999905 OTP - TORT CLAIMS	TRT1699.2025	MAILBOX DAMAGE - SANITATION	2201700 550090		2026/3	343.50
					Total For Check # 332768			343.50
09/18/2025	332772	1231 AT&T MOBILITY LLC	19339297X08082025	287319339297X08082025 JULY 31,2025	2205405 550540		2026/3	85.98
			19339297X08082025	287319339297X08082025 JULY 31,2025	2205415 550540		2026/3	80.08
			19339297X08082025	287319339297X08082025 JULY 31,2025	2205205 550540		2026/3	51.85
			19339297X08082025	287319339297X08082025 JULY 31,2025	2205210 550540		2026/3	51.85
			19339297X08082025	287319339297X08082025 JULY 31,2025	2205010 550540		2026/3	96.80
			19339297X08082025	287319339297X08082025 JULY 31,2025	2205115 550540		2026/3	40.04
			19339297X08082025	287319339297X08082025 JULY 31,2025	2205400 550540		2026/3	120.12
			19339297X08082025	287319339297X08082025 JULY 31,2025	2205305 550540		2026/3	120.12
			19339297X08082025	287319339297X08082025 JULY 31,2025	2205230 550540		2026/3	51.85
			19339297X08082025	287319339297X08082025 JULY 31,2025	2205401 550540		2026/3	80.08
			19339297X09082025	287319339297X09082025 AUG 31, 2025	2205405 550540		2026/3	122.21
			19339297X09082025	287319339297X09082025 AUG 31, 2025	2205415 550540		2026/3	80.08
			19339297X09082025	287319339297X09082025 AUG 31, 2025	2205205 550540		2026/3	51.85
			19339297X09082025	287319339297X09082025 AUG 31, 2025	2205210 550540		2026/3	51.85
			19339297X09082025	287319339297X09082025 AUG 31, 2025	2205010 550540		2026/3	89.52
			19339297X09082025	287319339297X09082025 AUG 31, 2025	2205115 550540		2026/3	40.04
			19339297X09082025	287319339297X09082025 AUG 31, 2025	2205400 550540		2026/3	200.20
			19339297X09082025	287319339297X09082025 AUG 31, 2025	2205305 550540		2026/3	120.12
			19339297X09082025	287319339297X09082025 AUG 31, 2025	2205230 550540		2026/3	51.85
			19339297X07082025	287319339297X07082025 JUNE 30, 2025	2205405 550540		2025/12	128.72
			19339297X07082025	287319339297X07082025 JUNE 30, 2025	2205415 550540		2025/12	80.08
			19339297X07082025	287319339297X07082025 JUNE 30, 2025	2205205 550540		2025/12	51.86
			19339297X07082025	287319339297X07082025 JUNE 30, 2025	2205210 550540		2025/12	51.86
			19339297X07082025	287319339297X07082025 JUNE 30, 2025	2205010 550540		2025/12	115.07
			19339297X07082025	287319339297X07082025 JUNE 30, 2025	2205115 550540		2025/12	40.04
			19339297X07082025	287319339297X07082025 JUNE 30, 2025	2205400 550540		2025/12	1,978.38
			19339297X07082025	287319339297X07082025 JUNE 30, 2025	2205305 550540		2025/12	120.12
			19339297X07082025	287319339297X07082025 JUNE 30, 2025	2205230 550540		2025/12	51.86
			19339297X07082025	287319339297X07082025 JUNE 30, 2025	2205401 560240		2025/12	1,543.26
					Total For Check # 332772			5,747.74
09/25/2025	332774	4762 CHARLIE BRIGHT	PDR 09272025	PER DIEM WEFTEC CONFERENCE	2205220 550030		2026/3	414.00
					Total For Check # 332774			414.00
09/25/2025	332782	4251 JEDEDIAH BELONCIK	PDR 10052025	PER DIEM SW AWWA CONFERENCE	2205405 550030		2026/3	149.60
					Total For Check # 332782			149.60

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
09/25/2025	332783	4502 JUSTIN E PROCK	PDR 10052025	PER DIEM SW AWWA CONFERENCE	2205405 550030		2026/3	149.60
					Total For Check # 332783			149.60
09/25/2025	332785	4315 LOU ANN FISHER	MLG 09122025	MILEAGE OWEA BOARD TRAVEL	2205405 550030		2026/3	187.59
					Total For Check # 332785			187.59
09/25/2025	332786	999900 OTP - AR REFUNDS	175322		220 150807		2026/3	27.65
					Total For Check # 332786			27.65
09/25/2025	332787		174698		220 150807		2026/3	56.58
					Total For Check # 332787			56.58
09/25/2025	332789		175311		220 150807		2026/3	4.97
					Total For Check # 332789			4.97
09/25/2025	332790		174694		220 150807		2026/3	19.27
					Total For Check # 332790			19.27
09/25/2025	332791		175312		220 150807		2026/3	56.58
					Total For Check # 332791			56.58
09/25/2025	332792		174690		220 150807		2026/3	6.51
					Total For Check # 332792			6.51
09/25/2025	332793		174696		220 150807		2026/3	9.73
					Total For Check # 332793			9.73
09/25/2025	332794		174686		220 150807		2026/3	277.69
					Total For Check # 332794			277.69
09/25/2025	332795		174688		220 150807		2026/3	172.44
					Total For Check # 332795			172.44
09/25/2025	332796		175307		220 150807		2026/3	43.42
					Total For Check # 332796			43.42
09/25/2025	332797		175324		220 150807		2026/3	71.95
					Total For Check # 332797			71.95
09/25/2025	332798		175318		220 150807		2026/3	27.65
					Total For Check # 332798			27.65
09/25/2025	332799		175323		220 150807		2026/3	43.03

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 332799			43.03
09/25/2025	332800			174687		220 150807		2026/3	125.97
						Total For Check # 332800			125.97
09/25/2025	332801			174693		220 150807		2026/3	25.93
						Total For Check # 332801			25.93
09/25/2025	332805			175317		220 150807		2026/3	14.00
						Total For Check # 332805			14.00
09/25/2025	332807			174685		220 150807		2026/3	91.56
						Total For Check # 332807			91.56
09/25/2025	332808			175316		220 150807		2026/3	14.79
						Total For Check # 332808			14.79
09/25/2025	332809			175314		220 150807		2026/3	16.94
						Total For Check # 332809			16.94
09/25/2025	332810			174699		220 150807		2026/3	13.65
						Total For Check # 332810			13.65
09/25/2025	332811			174697		220 150807		2026/3	21.42
						Total For Check # 332811			21.42
09/25/2025	332812			174683		220 150807		2026/3	177.60
						Total For Check # 332812			177.60
09/25/2025	332813			174689		220 150807		2026/3	105.94
						Total For Check # 332813			105.94
09/25/2025	332814			174692		220 150807		2026/3	56.58
						Total For Check # 332814			56.58
09/25/2025	332815			174695		220 150807		2026/3	28.84
				174695		220 150807		2026/3	68.76
						Total For Check # 332815			97.60
09/25/2025	332816			175308		220 150807		2026/3	30.05
						Total For Check # 332816			30.05
09/25/2025	332820			175321		220 150807		2026/3	19.27

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
					Total For Check # 332820				19.27
09/25/2025	332822			175319		220 150807		2026/3	55.71
					Total For Check # 332822				55.71
09/25/2025	332823			175313		220 150807		2026/3	75.08
					Total For Check # 332823				75.08
09/25/2025	332824			175310		220 150807		2026/3	340.74
				175310		220 150807		2026/3	98.00
					Total For Check # 332824				438.74
09/25/2025	332825			175320		220 150807		2026/3	30.88
					Total For Check # 332825				30.88
09/25/2025	332826			175309		220 150807		2026/3	2,456.58
					Total For Check # 332826				2,456.58
09/25/2025	332827			175315		220 150807		2026/3	41.47
					Total For Check # 332827				41.47
09/25/2025	332831	1282 RICHARD FINNELL		PDR 10052025	PER DIEM SW AWWA CONFERENCE	2205405 550030		2026/3	149.60
					Total For Check # 332831				149.60
09/25/2025	332832	4304 RYAN BAZE		PDR 09272025	PER DIEM WEFTEC 2025	2205100 550030		2026/3	414.00
					Total For Check # 332832				414.00
09/25/2025	332834	4832 TRAVIS RAINS		PDR 10052025	PER DIEM SW AWWA CONFERENCE	2205405 550030		2026/3	149.60
					Total For Check # 332834				149.60
09/25/2025	332838	416 ACCURATE ENVIRONMENTAL		HI03137	HI03137 09/16/2025	2205410 530340		2026/3	80.00
					Total For Check # 332838				80.00
09/25/2025	332840	149 AMERICAN ELECTRIC		607-667-1-7 09092025	957-607-667-1-7 SEPT 9, 2025 8003 E	2205415 550250		2026/3	135.68
				910-761-0-2 09092025	957-910-761-0-2 SEPT 9, 2025 6922 1/2 S	2205400 550250		2026/3	23.96
					Total For Check # 332840				159.64
09/25/2025	332842	4935 AMAZON.COM SALES INC		19P6-4HKN-76R3	Purchasing Ofc	2205130 560030		2026/3	37.99
					Total For Check # 332842				37.99
09/25/2025	332845	2508 AMERIFLEX HOSE &		505889	BLANKET PO - HOSES & FITTINGS	2205403 540200		2026/3	28.90
				505216	BLANKET PO - HOSES & FITTINGS	2205403 560230		2026/3	468.00
				483920	BLANKET PO - HOSES & FITTINGS	2205403 560230		2026/3	553.00

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
					Total For Check #	332845		1,049.90
09/25/2025	332846	4846 APAC-CENTRAL, INC.	7002320421	BLANKET PO FOR AGGREGATE	2205305 560270		2026/3	202.90
			7002320421	BLANKET PO FOR AGGREGATE	2205400 570150	2254400	2026/3	702.68
					Total For Check #	332846		905.58
09/25/2025	332848	945 AYS LLC	298605	298605 08/30/2025	2205403 540280		2026/3	108.00
					Total For Check #	332848		108.00
09/25/2025	332849	885 ATWOOD DISTRIBUTING LP	3576	BLANKET PO SAFETY SHOES & MISC	2205415 560100		2026/3	99.99
					Total For Check #	332849		99.99
09/25/2025	332851	4421 BEENE SERVICES LLC	16493	16493 07/31/2025	2205305 540280		2026/3	2,333.72
					Total For Check #	332851		2,333.72
09/25/2025	332853	3288 BELT CONSTRUCTION INC	PA 1 2154250	County Line Trunk Sewer Phase IIA SS	2205415 570150	2154250	2026/3	211,726.25
					Total For Check #	332853		211,726.25
09/25/2025	332855	4669 BLACKHAWK INDUSTRIAL	880811	BOLT, 5/8 X 2-1/2 BRASS HEX HEAD W/	220 141000		2026/3	1,085.00
					Total For Check #	332855		1,085.00
09/25/2025	332858	19 BROKEN ARROW ELECTRIC	S3379528.001	BLANKET PO FOR MISC ELECTRICAL	2205115 560230		2026/3	5.99
					Total For Check #	332858		5.99
09/25/2025	332859	20 BROKEN ARROW LAWN &	125654	BLANKET PO FOR MISC	2205305 560230		2026/3	109.61
					Total For Check #	332859		109.61
09/25/2025	332862	5288 CALEMA, LLC	122762	REPLACE EXHAUST LOUVERS AT HIGH	2205405 540070		2026/3	4,528.00
					Total For Check #	332862		4,528.00
09/25/2025	332863	1385 INTEGRITY CLIENT SERVICES	25091501	25091501 09/15/2025	2201700 530870		2026/3	950.00
					Total For Check #	332863		950.00
09/25/2025	332866	668 CHEMSEARCH	9227854	FUEL, OIL, GREASE AND LUBRICANTS	2205410 560210		2026/3	968.63
					Total For Check #	332866		968.63
09/25/2025	332868	37 CINTAS CORPORATION	5292183002	5292183002 09/16/2025	2205115 560230		2026/3	92.69
					Total For Check #	332868		92.69
09/25/2025	332872	3832 CLOSED LOOP FUND	1251	1251 08/27/2025	2205010 584010		2026/3	30,952.38
			1251	1251 08/27/2025	2205010 584010		2026/3	14,925.37
					Total For Check #	332872		45,877.75

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
09/25/2025	332873	565 CMC STEEL FABRICATORS INC	06538P	Submerible pump & etc.	2205305 560240		2026/3	1,539.05
					Total For Check # 332873			1,539.05
09/25/2025	332874	5323 COLUMN SOFTWARE PBC	B6BD5005-0234	B6BD5005-0234 09/04/2025	2205130 550050		2026/3	116.60
			B6BD5005-0236	B6BD5005-0236 09/12/2025	2205130 550050		2026/3	108.78
					Total For Check # 332874			225.38
09/25/2025	332877	4794 DAIHOS FIRST CHOICE	TU-652150	TU-652150	2201503 560230		2026/3	39.30
					Total For Check # 332877			39.30
09/25/2025	332879	771 DEQ	25050180001	25050180001 07/07/2025	2205210 530750		2026/3	748.11
					Total For Check # 332879			748.11
09/25/2025	332885	1231 AT&T MOBILITY LLC	19128175X09082025	287319128175X09082025 AUG 31, 2025	2205115 550220		2026/3	19.84
			19128175X09082025	287319128175X09082025 AUG 31, 2025	2205120 550220		2026/3	140.43
			19128175X09082025	287319128175X09082025 AUG 31, 2025	2205200 550220		2026/3	46.81
			19128175X09082025	287319128175X09082025 AUG 31, 2025	2205200 550220		2026/3	460.54
			19128175X09082025	287319128175X09082025 AUG 31, 2025	2205210 550220		2026/3	51.85
			19128175X09082025	287319128175X09082025 AUG 31, 2025	2205400 550220		2026/3	37.28
			19128175X09082025	287319128175X09082025 AUG 31, 2025	2205405 550220		2026/3	46.81
			19128175X09082025	287319128175X09082025 AUG 31, 2025	2205410 550220		2026/3	80.53
			19128175X09082025	287319128175X09082025 AUG 31, 2025	2205415 550220		2026/3	37.28
			19128175X09082025	287319128175X09082025 AUG 31, 2025	2205010 550220		2026/3	97.07
			19128175X09082025	287319128175X09082025 AUG 31, 2025	2201205 550540		2026/3	74.22
			19128175X09082025	287319128175X09082025 AUG 31, 2025	2205115 550540		2026/3	194.34
			19128175X09082025	287319128175X09082025 AUG 31, 2025	2205205 550540		2026/3	163.44
			19128175X09082025	287319128175X09082025 AUG 31, 2025	2205305 550540		2026/3	345.06
			19128175X09082025	287319128175X09082025 AUG 31, 2025	2205400 550540		2026/3	1,004.58
			19128175X09082025	287319128175X09082025 AUG 31, 2025	2205401 550540		2026/3	101.33
			19128175X09082025	287319128175X09082025 AUG 31, 2025	2205406 550540		2026/3	1,250.88
			19128175X09082025	287319128175X09082025 AUG 31, 2025	2205410 550540		2026/3	24.74
			19128175X09082025	287319128175X09082025 AUG 31, 2025	2205415 550540		2026/3	326.90
			19128175X09082025	287319128175X09082025 AUG 31, 2025	2205405 550540		2026/3	40.04
			19128175X09082025	287319128175X09082025 AUG 31, 2025	2205210 550540		2026/3	40.04
			19128175X09082025	287319128175X09082025 AUG 31, 2025	2205130 550540		2026/3	40.04
			19128175X09082025	287319128175X09082025 AUG 31, 2025	2205404 550540		2026/3	80.08
			19128175X09082025	287319128175X09082025 AUG 31, 2025	2205010 550540		2026/3	234.38
			19128175X09082025	287319128175X09082025 AUG 31, 2025	2201700 550540		2026/3	160.16
					Total For Check # 332885			5,098.67
09/25/2025	332887	900 FORTILINE INC	7050243	BID NO 25.170 24" WL WACO TO	2205400 570150	WL23080	2026/3	412.02
			7044722	BID NO 25.170 24" WL WACO TO	2205400 570150	WL23080	2026/3	61,447.74
			7049584	BID NO 25.170 24" WL WACO TO	2205400 570150	WL23080	2026/3	36,761.40

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
					Total For Check # 332887			98,621.16
09/25/2025	332888	3416 FRIENDS OF THE M.E.T.,INC.	361	INV# 361 09/15/2025	2205010 550310		2026/3	600.00
					Total For Check # 332888			600.00
09/25/2025	332893	5026 DALE GRAHAM	260	INV 260 08/05/2025	2205100 540070		2026/3	740.00
					Total For Check # 332893			740.00
09/25/2025	332894	4342 GRAND TRUCK EQUIPMENT CO	250234	unit 2504	2205305 540200		2026/3	420.00
					Total For Check # 332894			420.00
09/25/2025	332895	79 GREEN ACRE SOD FARMS	11866	BL;ANKET PO FOR BERMUDA SOD	2205400 560800		2026/3	95.00
			11993	BL;ANKET PO FOR BERMUDA SOD	2205400 560230		2026/3	13.30
			11867	BL;ANKET PO FOR BERMUDA SOD	2205400 560800		2026/3	178.60
			11868	BL;ANKET PO FOR BERMUDA SOD	2205400 560800		2026/3	178.60
					Total For Check # 332895			465.50
09/25/2025	332896	106 HACH COMPANY	14574921	BLANKET PO CHEM/LAB SUPPLIES	2205200 560230		2026/3	578.96
					Total For Check # 332896			578.96
09/25/2025	332898	725 HOLLOWAY, UPDIKE AND	PA 7 S.24030	S.24030 Park lane LS	2205415 570160	S.24030	2026/3	12,199.50
			PA 9 S.24040	S.24040 Wastewater Collection System	2205415 570150	S.24040	2026/3	81,199.81
					Total For Check # 332898			93,399.31
09/25/2025	332899	1333 HOLLY MATERIAL HANDLING &	140019640	140019640 09/12/2025	2205410 540290		2026/3	420.00
					Total For Check # 332899			420.00
09/25/2025	332902	3537 J & J BOWERS LAWN CARE	092125	BLANKET PO FOR LAWN CARE	2205305 540280		2026/3	7,335.00
					Total For Check # 332902			7,335.00
09/25/2025	332910	131 LOCKE SUPPLY COMPANY	56149873-01	BLANKET PO FOR PLUMBING &	2201700 570150	2217090	2026/3	250.38
					Total For Check # 332910			250.38
09/25/2025	332914	25 NAPA AUTO PARTS	019330	506699	2205010 560200		2026/3	68.89
			019330	0320TK6353	2205010 560200		2026/3	80.46
			019330	03313T35777	2205010 560200		2026/3	10.77
			019331	MYSTIC	2205120 560210		2026/3	1,540.84
			019333	A13111U3765	2205403 560200		2026/3	1,606.10
			019333	K180R	2205403 560200		2026/3	685.54
			019333		2205403 560200		2026/3	286.95
			019336	R12E10CV	2205400 560200		2026/3	19.01
			019336	V051165150	2205400 560200		2026/3	93.62
			019336	6877362210	2205400 560200		2026/3	125.34

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
	019336			85W140BULK		2205400 560210		2026/3	5.63
	019337			500027		2205400 560200		2026/3	51.94
	019337			500031		2205400 560200		2026/3	36.43
	019337			1G31143570		2205400 560200		2026/3	10.66
	019337			6A67175090		2205400 560200		2026/3	69.04
	019337			7430		2205400 560200		2026/3	9.36
	019337			15W40BULK		2205400 560210		2026/3	21.96
	019340			AW23611		2205305 560200		2026/3	254.16
	019340			AW30779		2205305 560200		2026/3	266.98
	019340			FH329914		2205305 560200		2026/3	111.76
	019340			FH329915		2205305 560200		2026/3	111.76
	019340			FH349597		2205305 560200		2026/3	242.16
	019340			FH351483		2205305 560200		2026/3	68.82
	019340			W50958		2205305 560200		2026/3	53.64
	019341			AFH216258		2205305 560200		2026/3	2,128.41
	019345			H3617		2205120 560240		2026/3	1,578.06
	019345					2205120 560240		2026/3	173.70
	019347			7139		2205305 560200		2026/3	55.12
	019347			14318K		2205305 560200		2026/3	5.01
	019347			1035		2205305 560200		2026/3	17.01
	019347			BDB1385		2205305 560200		2026/3	122.22
	019347			14318K		2205305 560200		2026/3	5.01
	019352			500027		2205400 560200		2026/3	-51.94
	019352			500031		2205400 560200		2026/3	-36.43
	019352			1G31143570		2205400 560200		2026/3	-10.66
	019352			6A67175090		2205400 560200		2026/3	-69.04
	019352			7430		2205400 560200		2026/3	-9.36
	019352			15W40BULK		2205400 560200		2026/3	-21.96
	019353			CA5170101		2205305 560190		2026/3	239.78
	019515			MTP151R		2205415 560200		2026/3	199.61
	019516			789DEF		2205010 560210		2026/3	1,022.12
	019221			3798351RX		2205010 560200		2026/3	5,060.52
	019221			3798351RX		2205010 560200		2026/3	665.00
	019225			TOYO556640		2205010 560190		2026/3	818.34
	019226			388BDM		2205010 560190		2026/3	1,467.08
	019227			366BDM DUAL		2205010 560190		2026/3	935.16
	019228			789DEF		2205010 560210		2026/3	1,022.12
	019229			N5141		2205403 560200		2026/3	56.28
	019229			1199N1860		2205403 560200		2026/3	4.67
	019229			1227Y1715		2205403 560200		2026/3	64.10
	019229			16X1035		2205403 560200		2026/3	39.54
	019229			2210U7483		2205403 560200		2026/3	117.17
	019229			40026241		2205403 560200		2026/3	217.46

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	PROJECT	G/L NUMBER	YEAR/PERIOD	AMOUNT
		NAME				
		INVOICE	DESCRIPTION			
	019229		4410309052	2205403 560200	2026/3	108.38
	019229		7X1003	2205403 560200	2026/3	57.08
	019229		KIT8042	2205403 560200	2026/3	14.43
	019229		3687X	2205403 560200	2026/3	647.76
	019229		MK4515Q20PREM	2205403 560200	2026/3	127.72
	019229		MK4515Q20PREM	2205403 560200	2026/3	63.84
	019236		MTP65HD	2205120 560200	2026/3	138.11
	019236		MTP65HD	2205120 560200	2026/3	15.00
	019245		3133J8148	2205403 560200	2026/3	254.92
	019245		A3211B5826	2205403 560200	2026/3	406.20
	019245		KIT1416	2205403 560200	2026/3	78.08
	019245		1227Z780	2205403 560200	2026/3	47.80
	019449		F003159	2205010 560190	2026/3	1,206.80
	019452		TOYO556640	2205010 560190	2026/3	821.12
	019453		3964	2205410 560200	2026/3	20.79
	019453		400107	2205410 560200	2026/3	40.89
	019453		FF5971NN	2205410 560200	2026/3	64.22
	019453		15W40BULK	2205410 560210	2026/3	168.36
	019458		507225	2205010 560200	2026/3	277.06
	019464		08500	2205305 560200	2026/3	287.78
	019474		1G31143570	2205400 560200	2026/3	10.66
	019474		6A67175090	2205400 560200	2026/3	69.04
	019474		7430	2205400 560200	2026/3	9.36
	019474		500027	2205400 560200	2026/3	51.94
	019474		500031	2205400 560200	2026/3	36.43
	019489		123639	2205305 560200	2026/3	268.04
	019494		388BDM	2205410 560190	2026/3	605.94
	019547		POL3201201	2205410 560200	2026/3	668.82
	019549		B583299Z6786	2205403 560200	2026/3	212.81
	019551		388BDM	2205010 560190	2026/3	605.94
	019552		F244465FLATFACE	2205010 560190	2026/3	1,354.88
	019556		3115300SER	2205010 560200	2026/3	185.80
	019556			2205010 560200	2026/3	35.08
	019557		CM10082214	2205403 560200	2026/3	616.67
	019559		F244465FLATFACE	2205010 560190	2026/3	1,354.88
	019561		A1224972000	2205410 560200	2026/3	1,230.54
	019607		PF46235	2205010 560200	2026/3	-38.34
	019607		FF63041NN	2205010 560200	2026/3	-48.73
	019607		9082	2205010 560200	2026/3	-12.77
	019607		1748XD	2205010 560200	2026/3	-33.89
	019607		9520	2205010 560200	2026/3	-44.88
	019607		2812	2205010 560200	2026/3	-87.45
	019607		15W40BULK	2205010 560210	2026/3	-124.44

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
	019608			5T903		2205010 560200		2026/3	241.81
	019612			400106		2205010 560200		2026/3	-20.80
	019612			1791		2205010 560200		2026/3	-20.04
	019612			600447		2205010 560200		2026/3	-31.24
	019612			600001		2205010 560200		2026/3	-66.65
	019612			15W40BULK		2205010 560210		2026/3	-131.76
	019615			388BDM		2205010 560190		2026/3	1,211.88
	019618			MTP94RH7		2205400 560200		2026/3	276.22
	019621			31MHD		2205305 560200		2026/3	259.92
	019622			0431354004		2205010 560200		2026/3	1,002.77
	019628			388BDM		2205010 560190		2026/3	1,211.88
	019634			366BDM DUAL		2205010 560190		2026/3	3,738.80
	019637			388BDM		2205010 560190		2026/3	1,211.88
	019638			006783107AB		2205010 560200		2026/3	991.57
	019638					2205010 560200		2026/3	19.78
	019639			388BDM		2205010 560190		2026/3	302.97
	019361			RM43		2205120 560240		2026/3	188.86
	019366			7222791		2205400 560200		2026/3	23.48
	019366			7176099		2205400 560200		2026/3	45.38
	019366			7400450		2205400 560200		2026/3	192.57
	019366			400109		2205400 560200		2026/3	14.12
	019366			9168		2205400 560200		2026/3	21.91
	019366			9167		2205400 560200		2026/3	16.00
	019366			15W40BULK		2205400 560210		2026/3	25.62
	019369			71478		2205305 560200		2026/3	166.67
	019380			MTX94RH7		2205120 560200		2026/3	228.16
	019380			MTX94RH7		2205120 560200		2026/3	15.00
	019392			2272926		2205010 560200		2026/3	141.82
	019392			2253989		2205010 560200		2026/3	69.56
	019392			6771		2205010 560200		2026/3	46.90
	019392			6770		2205010 560200		2026/3	81.74
	019392			15W40BULK		2205010 560210		2026/3	124.44
	019393			29558329		2205010 560200		2026/3	125.87
	019393			6100		2205010 560200		2026/3	7.93
	019393			0750953001		2205010 560200		2026/3	159.58
	019393			HDATFBULK		2205010 560210		2026/3	202.02
	019395			2803		2205010 560200		2026/3	56.05
	019395			400106		2205010 560200		2026/3	20.80
	019395			1791		2205010 560200		2026/3	20.04
	019395			600447		2205010 560200		2026/3	31.24
	019395			600001		2205010 560200		2026/3	66.65
	019395			550433		2205010 560200		2026/3	63.72
	019395			15W40BULK		2205010 560210		2026/3	131.76

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				019396	388BDM	2205010 560190		2026/3	605.94
				019398	FT8918F	2205010 560200		2026/3	63.68
				019398	FT8909F	2205010 560200		2026/3	69.86
				019398	860	2205010 560230		2026/3	21.88
				019398	2413	2205010 560230		2026/3	6.12
				019399	6770	2205010 560200		2026/3	81.74
				019399	6771	2205010 560200		2026/3	46.90
				019399	FR11110	2205010 560200		2026/3	15.23
				019399	FF63041NN	2205010 560200		2026/3	48.73
				019399	K371017	2205010 560200		2026/3	79.62
				019399	1748XD	2205010 560200		2026/3	33.89
				019399	15W40BULK	2205010 560210		2026/3	106.14
						Total For Check # 332914			47,085.20
09/25/2025	332915			019303	2116	2205400 560230		2026/3	136.64
				019314	1042	2205305 560200		2026/3	4.25
				019314	2488	2205305 560200		2026/3	13.80
				019314	5W30BULK	2205305 560210		2026/3	24.24
				019321	31MHD	2205120 560200		2026/3	129.96
				019321	31MHD	2205120 560200		2026/3	25.00
				019321	31MHD	2205120 560200		2026/3	-25.00
				019325	1344	2205403 560200		2026/3	7.00
				019325	3390	2205403 560200		2026/3	6.80
				019325	6449	2205403 560200		2026/3	13.16
				019325	15W40BULK	2205403 560210		2026/3	21.96
				019342	MT78	2205305 560200		2026/3	121.64
				019343	420011	2205305 560200		2026/3	78.12
				019356	FT8523F	2205305 560200		2026/3	75.24
				019356	2413	2205305 560230		2026/3	6.12
				019496	75115	2205410 560210		2026/3	133.92
				019501	25080948HD	2205010 560200		2026/3	57.40
				019506	1360	2205415 560200		2026/3	7.04
				019506	500411	2205415 560200		2026/3	28.72
				019506	122319	2205415 560210		2026/3	14.28
				019510	6737325	2205400 560200		2026/3	62.12
				019519	506465	2205120 560230		2026/3	36.67
				019530	KD590	2205120 560230		2026/3	144.44
				019199	7060	2205403 560200		2026/3	4.25
				019199	5W20BULK	2205403 560210		2026/3	21.42
				019199	2413	2205403 560230		2026/3	6.66
				019210		2205305 560200		2026/3	53.69
				019211	3544667	2205010 560200		2026/3	53.31
				019212	3544667	2205010 560200		2026/3	53.31

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
	019214			019214	2845	2205305 560200		2026/3	11.51
	019214			019214	1365	2205305 560200		2026/3	4.25
	019214			019214	3192	2205305 560200		2026/3	13.11
	019214			019214	6449	2205305 560200		2026/3	13.16
	019214			019214	15W40BULK	2205305 560210		2026/3	10.98
	019224			019224	HDRTU1GAL	2205010 560210		2026/3	51.48
	019234			019234	7060	2205305 560200		2026/3	4.25
	019234			019234	230129	2205305 560200		2026/3	8.88
	019234			019234	2488	2205305 560200		2026/3	13.80
	019234			019234	1255H11N	2205305 560200		2026/3	8.58
	019234			019234	5W30BULK	2205305 560210		2026/3	24.24
	019241			019241	3544667	2205010 560200		2026/3	106.62
	019243			019243	7060	2205415 560200		2026/3	4.25
	019243			019243	4579	2205415 560200		2026/3	7.11
	019243			019243	6930	2205415 560200		2026/3	22.76
	019243			019243	112628	2205415 560210		2026/3	14.28
	019243			019243	120760	2205415 560210		2026/3	34.99
	019457			019457	6231	2205305 560210		2026/3	87.57
	019473			019473	7013575	2205410 560200		2026/3	275.36
	019473			019473	6692966	2205410 560200		2026/3	-239.53
	019482			019482	4324139292	2205010 560200		2026/3	64.12
	019490			019490	FT9462	2205410 560200		2026/3	37.72
	019490			019490	2413	2205410 560230		2026/3	3.06
	019491			019491	46AWBULK	2205010 560210		2026/3	50.80
	019535			019535	30086R	2205305 560200		2026/3	26.77
	019535			019535	889787	2205305 560210		2026/3	14.70
	019541			019541	7730	2205403 560200		2026/3	5.92
	019541			019541	6569	2205403 560200		2026/3	16.84
	019541			019541	6562	2205403 560200		2026/3	28.72
	019541			019541	5416956	2205403 560200		2026/3	51.40
	019541			019541	2656619	2205403 560200		2026/3	32.04
	019541			019541	15W40BULK	2205403 560210		2026/3	3.66
	019553			019553	FT8446F	2205400 560200		2026/3	104.41
	019553			019553	2413	2205400 560230		2026/3	6.12
	019566			019566	3207XA	2205400 560200		2026/3	76.39
	019566			019566	3207XA	2205400 560200		2026/3	70.00
	019609			019609	3544667	2205010 560200		2026/3	102.52
	019610			019610	3544667	2205010 560200		2026/3	102.52
	019636			019636	FLTWL46036FL	2205010 560200		2026/3	77.84
	019367			019367	HDATFBULK	2205010 560210		2026/3	103.60
	019374			019374	90014516	2205010 560200		2026/3	-88.89
	019387			019387	HDATFBULK	2205010 560210		2026/3	31.08
	019394			019394	982	2205305 560210		2026/3	30.88

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 332915			2,746.03
09/25/2025	332916			019295	6231	2205120 560210		2026/3	29.19
				019299	9080XL	2205305 560230		2026/3	15.56
				019300	HDRTU1GAL	2205210 560210		2026/3	8.58
				019301	7201075	2205400 560200		2026/3	7.30
				019301	7201074	2205400 560200		2026/3	12.27
				019304	781133	2205405 560200		2026/3	12.11
				019311	1012739	2205305 560200		2026/3	24.49
				019317	SLA1055	2205400 560200		2026/3	17.91
				019317	2010	2205400 560200		2026/3	10.94
				019318	30086R	2205305 560200		2026/3	24.44
				019319	2413	2205010 560230		2026/3	6.12
				019320	75200	2205410 560210		2026/3	9.16
				019323	HDRTU1GAL	2205415 560210		2026/3	8.58
				019324	HDRTU1GAL	2205415 560210		2026/3	8.58
				019326	93745	2205305 560200		2026/3	4.12
				019328	06133	2205305 560200		2026/3	6.62
				019344	MSC33010	2205010 560200		2026/3	10.92
				019349	62NS8	2205305 560200		2026/3	3.76
				019349	6240CH8	2205305 560200		2026/3	8.08
				019355	14010	2205403 560230		2026/3	7.63
				019500	6231	2205305 560210		2026/3	29.19
				019502	GREEN	2205400 560200		2026/3	8.62
				019507	05103	2205010 560230		2026/3	7.56
				019522	1255H11N	2205406 560200		2026/3	8.58
				019525	46AW2BULK	2205010 560210		2026/3	21.59
				019527	789DEF	2205415 560210		2026/3	11.11
				019528	1029494	2205305 560200		2026/3	5.39
				019529	7151151	2205415 560230		2026/3	6.16
				019215	1664	2205305 560200		2026/3	8.77
				019215	6700631	2205305 560200		2026/3	3.68
				019215	85W140BULK	2205305 560210		2026/3	5.63
				019216	2413	2205010 560230		2026/3	13.32
				019219	HDRTU1GAL	2205305 560210		2026/3	8.58
				019231	620400	2205010 560200		2026/3	5.53
				019233	4325P	2205305 560230		2026/3	29.92
				019238	46AW2BULK	2205010 560210		2026/3	19.05
				019239	HDRTU1GAL	2205010 560210		2026/3	8.58
				019246	7825268	2205305 560200		2026/3	18.86
				019247	46AWBULK	2205010 560210		2026/3	20.32
				019454	75190	2205120 560230		2026/3	14.84
				019455	194N	2205305 560200		2026/3	3.01

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				019462	7321205	2205010 560200		2026/3	3.33
				019466	787102	2205010 560200		2026/3	5.26
				019466	9006XSN	2205010 560200		2026/3	6.87
				019477	75190	2205400 560230		2026/3	14.84
				019477	9080L	2205400 560230		2026/3	15.56
				019478	3390	2205400 560200		2026/3	6.80
				019479	MINUS20	2205010 560210		2026/3	2.72
				019480	2413	2205010 560230		2026/3	6.12
				019481	FEB1	2205415 560230		2026/3	9.82
				019484	49005	2205410 560230		2026/3	8.67
				019492	50160MB	2205305 560200		2026/3	7.32
				019492	50NS	2205305 560200		2026/3	0.96
				019533	789DEF	2205400 560210		2026/3	11.11
				019538	6231	2205305 560210		2026/3	29.19
				019542	2413	2205400 560230		2026/3	6.12
				019545	068113130900	2205010 560200		2026/3	10.98
				019550	4616	2205403 560200		2026/3	15.62
				019558	789DEF	2205403 560210		2026/3	11.11
				019560	ECR2032BP	2205010 560200		2026/3	6.08
				019614	47173	2205010 560200		2026/3	11.79
				019617	DA1670	2205010 560230		2026/3	7.19
				019624	787102	2205010 560200		2026/3	5.26
				019624	787143	2205010 560200		2026/3	6.41
				019624	9006N	2205010 560200		2026/3	8.10
				019625	105631	2205010 560200		2026/3	6.93
				019626	NBCKT13	2205305 560230		2026/3	5.10
				019626	AHDWMPHDC1	2205305 560230		2026/3	15.68
				019360	789DEF	2205400 560210		2026/3	11.11
				019362	NT2604	2205010 560200		2026/3	1.09
				019362	620400	2205010 560200		2026/3	5.53
				019370	2413	2205010 560230		2026/3	6.12
				019372	072432821926	2205120 560230		2026/3	1.97
				019372	007164186661	2205120 560230		2026/3	4.97
				019381	6058	2205305 560200		2026/3	20.19
				019383	789DEF	2205403 560210		2026/3	11.11
				019386	HDATFBULK	2205010 560210		2026/3	25.90
				019400	WATER	2205115 560230		2026/3	4.56
				019402	401P	2205400 560230		2026/3	19.26
						Total For Check # 332916			851.40
09/25/2025	332917			019313	706620	2205305 560210		2026/3	1.80
				019322	949263	2205305 560200		2026/3	1.60
				019322	6058	2205305 560200		2026/3	20.19

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
			019322	30086R	2205305 560200		2026/3	-24.44
			019508	MINUS20	2205400 560210		2026/3	2.72
			019483	1157NAN	2205305 560200		2026/3	0.67
			019616	NT2604	2205010 560200		2026/3	1.09
			019397	5051212	2205120 560230		2026/3	0.64
				Total For Check #	332917			4.27
09/25/2025	332918	5247 NEXLEVEL REDI MIX LLC	4583	Blanket PO for Concrete	2205400 560270		2026/3	429.00
			4785	Blanket PO for Concrete	2205400 560270		2026/3	572.00
			4786	Blanket PO for Concrete	2205400 560270		2026/3	286.00
			4663	Blanket PO for Concrete	2205400 560270		2026/3	370.00
			4723	Blanket PO for Concrete	2205305 560270		2026/3	610.00
			4837	Blanket PO for Concrete	2205400 560270		2026/3	592.00
			4838	Blanket PO for Concrete	2205400 560270		2026/3	858.00
				Total For Check #	332918			3,717.00
09/25/2025	332919	5149 OFFEN PETROLEUM LLC	INV1739576	FUEL, OIL, GREASE AND LUBRICAN	220 142000		2026/3	16,630.41
				Total For Check #	332919			16,630.41
09/25/2025	332920	4349 OKIE PACKAGING & INDUSTRIAL	319731	PW STOCK	220 141000		2026/3	1,589.13
			319699	PW STOCK	220 141000		2026/3	1,010.88
				Total For Check #	332920			2,600.01
09/25/2025	332922	98 OKLAHOMA NATURAL GAS CO	179009782 09152025	211104019 1790097 82 SEPT 15, 2025 430 N	2205100 550240		2026/3	168.63
			254035382 09152025	211155662 2540353 82 SEPT 15, 2025 900	2205415 550240		2026/3	40.11
			252838500 09152025	213245206 2528385 00 SEPT 15, 2025 4121	2205120 550240		2026/3	177.17
			110016445 09152025	210105033 1100164 45 SEPT 15, 2025 400 N	2205120 550240		2026/3	169.28
			260777000 10022025	213603575 2607770 00 OCT 2, 2025 13874 S	2205410 550240		2026/3	185.02
				Total For Check #	332922			740.21
09/25/2025	332930	5333 PRODIGY LAWN & LANDSCAPE	4001	BLANKET PO FOR LAWN CARE	2205305 540280		2026/3	4,997.00
				Total For Check #	332930			4,997.00
09/25/2025	332932	596 REGIONAL METROPOLITAN	443678	443678 09/08/2025	2205410 540450		2026/3	104,624.06
				Total For Check #	332932			104,624.06
09/25/2025	332934	2173 RJN GROUP INC	429501	CITY COUNCIL APPROVED 7/14/25 PROJ	2205415 540460	2654490	2026/3	12,086.25
			431301	CITY COUNCIL APPROVED 08/04/25	2205415 530870		2026/3	6,500.00
				Total For Check #	332934			18,586.25
09/25/2025	332937	5132 SECONDARY RHODES	1081	EXTERIOR DOOR PROJECT - WTP MAINT	2205405 570150	2554400	2026/3	13,832.00
				Total For Check #	332937			13,832.00

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
09/25/2025	332939	969 SHERWOOD CONSTRUCTION	286419	BACKUP BLANKET PO FOR ASPHALT	2205205 [530870]	ST24280	2026/3	3,587.39
			286420	BACKUP BLANKET PO FOR ASPHALT	2205205 [530870]	ST24280	2026/3	193.52
			285210	BACKUP BLANKET PO FOR ASPHALT	2205305 [560270]		2026/3	134.89
				Total For Check #	332939			3,915.80
09/25/2025	332940	5514 SHUMARD CORPORATION	21462	21462 PO 22502863 PRJ 2154250	2205415 [570150]	2154250	2026/3	97,940.51
			21542	21542 PO 22502863 PRJ 2154250	2205415 [570150]	2154250	2026/3	49,650.42
			21532	21532 PO 22502863 PRJ 2154250	2205415 [570150]	2154250	2026/3	133,823.92
			21562	21562 PO 22502863 PRJ 2154250	2205415 [570150]	2154250	2026/3	49,518.66
			21528	21528 PO 22502863 PRJ 2154250	2205415 [570150]	2154250	2026/3	18,125.24
				Total For Check #	332940			349,058.75
09/25/2025	332943	3932 SOONER LOCK & KEY INC	118193834	BLANKET PO FOR KEYS	2205405 [560230]		2026/3	32.00
			118193889	BLANKET PO FOR KEYS	2205305 [560230]		2026/3	43.32
				Total For Check #	332943			75.32
09/25/2025	332944	824 SOUTHWEST DRIVES INC.	63426	BLANKET PO(EMERGENCY)- HVAC	2205415 [560410]		2026/3	13.80
				Total For Check #	332944			13.80
09/25/2025	332946	234 STOREY TOWING LLC	59795	59795 09/15/2025	2205010 [540200]		2026/3	348.00
				Total For Check #	332946			348.00
09/25/2025	332953	304 TULSA ENGINEERING &	PA 18 SW2006	SW2006 - old PO 22000317	2205210 [530870]	SW2006	2026/3	2,800.00
				Total For Check #	332953			2,800.00
09/25/2025	332954	4597 TULSA TOPSOIL INC	25254	BLANKET PO FOR TOP SOIL	2205400 [560230]		2026/3	400.00

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
					Total For Check # 332954			400.00
09/25/2025	332956	949 TULSA WINNELSON COMPANY	641100 01	BLANKET PO MISC. PLUMBING SUPPLIES	2205115 560180		2026/3	297.48
					Total For Check # 332956			297.48
09/25/2025	332957	4962 TULSA WINWATER CO.	033053 01	for old town wl project 2254400	2205400 570150	2254400	2026/3	7,847.10
					Total For Check # 332957			7,847.10
09/25/2025	332958	1808 TULSA'S GREEN COUNTRY	110374	110374 08/01/2025	2205010 550370		2026/3	12,758.69
			111086	111086 09/19/2025	2205120 550370		2026/3	1,135.26
			111087	111087 09/19/2025	2205120 550370		2026/3	924.80
			111088	111088 09/19/2025	2205010 550370		2026/3	10,399.50
			111085	111085 09/19/2025	2205115 550370		2026/3	1,610.24
					Total For Check # 332958			26,828.49
09/25/2025	332959	1496 TWIN CITIES READY MIX INC	309563	BLANKET PO FOR MISC	2205400 560270		2026/3	296.00
					Total For Check # 332959			296.00
09/25/2025	332960	44 UTILITY SUPPLY	212537	RPR - 8ft BURY HYDRANT-URGENT	2205400 560400		2026/3	500.00
					Total For Check # 332960			500.00
09/25/2025	332961	5074 WAGNON CONSTRUCTION INC.	8176	GAZEBO FOR OPERATIONS BUILDING	2205100 570150	2551040	2026/3	10,893.00
			8272	8272 09/15/2025	2205100 570150	2551040	2026/3	450.00
					Total For Check # 332961			11,343.00
09/25/2025	332963	48 WARREN POWER &	P3376501	CITY COUNCIL APPROVED 08/19/25	2205403 570030	2654140	2026/3	92,500.00
					Total For Check # 332963			92,500.00
09/25/2025	332965	1537 WATER TECH INC	162085	BLANKET PO FOR POLYMER FOR	2205405 560340		2026/3	8,500.80
					Total For Check # 332965			8,500.80
09/25/2025	332967	1095 WINDSTREAM HOLDINGS II LLC	101238789 09102025	101238789 SEPT 10, 2025 918-258-5070	2205415 550220		2026/3	86.00
			101198944 09222025	101198944 SEPT 22, 2025 918-258-5049	2205100 550220		2026/3	69.61
					Total For Check # 332967			155.61
09/26/2025	332970	999903 OTP - UB REFUNDS	000077507		220 225010		2021/11	71.50
					Total For Check # 332970			71.50
09/26/2025	332972	4315 LOU ANN FISHER	PDR 10052025	PER DIEM SOUTHWEST AMERICAN	2205405 550030		2026/3	163.20
					Total For Check # 332972			163.20
Total For Fund 220								2,917,057.22
Number of Invoices For Fund 220								1,443

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR		G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION			
09/17/2025	202722	1213 BANCFIRST	ORF-16-0005-CW 09/25	ORF-16-0005-CW 09/25	221 240124	2026/3	146,515.20
			ORF-16-0005-CW 09/25	ORF-16-0005-CW 09/25	2215410 581020	2026/3	32,080.03
			ORF-16-0005-CW 09/25	ORF-16-0005-CW 09/25	2215410 581030	2026/3	10,983.17
					Total For Check # 202722		189,578.40
09/17/2025	202723		ORF-17-0005-CW 09/25	ORF-17-0005-CW 09/25	221 240129	2026/3	70,000.00
			ORF-17-0005-CW 09/25	ORF-17-0005-CW 09/25	2215410 581020	2026/3	42,513.98
			ORF-17-0005-CW 09/25	ORF-17-0005-CW 09/25	2215410 581030	2026/3	10,272.31
					Total For Check # 202723		122,786.29
09/17/2025	202724		ORF-19-0021-CW 09/25	ORF-19-0021-CW 09/25	221 240130	2026/3	275,000.00
			ORF-19-0021-CW 09/25	ORF-19-0021-CW 09/25	2215410 581020	2026/3	81,633.09
			ORF-19-0021-CW 09/25	ORF-19-0021-CW 09/25	2215410 581030	2026/3	25,670.93
					Total For Check # 202724		382,304.02
09/17/2025	202725		ORF-21-0028-CW 09/25	ORF-21-0028-CW 09/25	2215410 581020	2026/3	70,672.30
			ORF-21-0028-CW 09/25	ORF-21-0028-CW 09/25	2215410 581030	2026/3	26,776.92
			ORF-21-0028-CW 09/25	ORF-21-0028-CW 09/25	221 240131	2026/3	250,000.00
					Total For Check # 202725		347,449.22
09/17/2025	202726		ORF-21-0028-CWA	ORF-21-0028-CWA 9/25	2215410 581020	2026/3	2,067.96
			ORF-21-0028-CWA	ORF-21-0028-CWA 9/25	2215410 581030	2026/3	813.23
			ORF-21-0028-CWA	ORF-21-0028-CWA 9/25	221 240138	2026/3	1,000.00
					Total For Check # 202726		3,881.19
09/17/2025	202727		ORF-23-0167-CW 09/25	ORF-23-0167-CW 09/25	2215410 581020	2026/3	9,910.22
			ORF-23-0167-CW 09/25	ORF-23-0167-CW 09/25	2215410 581030	2026/3	2,046.50
			ORF-23-0167-CW 09/25	ORF-23-0167-CW 09/25	221 240136	2026/3	255,000.00
					Total For Check # 202727		266,956.72
					Total For Fund 221		1,312,955.84
					Number of Invoices For Fund 221		18

**Public Contract
Application for
Contractual Changes
Contract Change Order # 1**

Project Name: Lynn Lane Wastewater Treatment Plant Sludge Thickener Pump Replacment Project Number: 2354180
 PO Number: 22500524 Date of Application: Tuesday, September 9, 2025
 Contractor: Crossland Heavy Contractors, Inc. Submitted By: Kassidy Lemons

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) Request for days.

Change in Contractual Project Time:

- 1) 343 Days due to delayed procurement of the Sludge Thickener Pumps

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

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
				\$	0	\$ -
						\$ -
						\$ -
Total Change Cost:						\$ -

Summary of Project Costs

Total Previous Change Orders:	\$ -	Original Contract Amount:	\$ 219,325.00
Current Change Order:	\$ -	Amended Contract Amount:	\$ 219,325.00
Total Cost of Change Orders:	\$ -	Percent Change in Contract:	0.00%
Total Cost Applicable to CBA:	\$ -	Percent Change Applicable to CBA:	0.00%

Change Order Authorization

Change Order # <u>1</u> in the sum of: \$ <u>-</u> has been reviewed by all parties and is recommended for approval by:			
Contractor Submitting Change Order:	<u>Kassidy Lemons (CHC)</u> Name	<u>Kassidy Lemons</u> Signature	<u>09/08/25</u> Date
Construction Division Manager:	<u>Nathanael T. Kohl, PE</u> Name	<u>Nathanael Kohl</u> Signature	<u>9/11/2025</u> Date
Director of Engineering & Construction:	<u>Charlie Bright, PE</u> Name	<u>Charlie Bright</u> Signature	<u>9/16/2025</u> Date
Assistant City Manager - Operations:	<u>Kenneth D Schwab, PE</u> Name	<u>Kenneth Schwab</u> Signature	<u>9/16/2025</u> Date
City Manager:	<u>Michael Spurgeon</u> Name	<u>Michael Spurgeon</u> Signature	<u>Michael Spurgeon</u> 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: _____

Lynn Lane WWTP Sludge Thickener Pump Replacement
Contract No. 2354180

CHANGE ORDER NO. 1
Additional Working Days

September 8th, 2025

To whom it may concern,

According to the contract documents, there are 180 allowable days to reach substantial completion. As described below, CHC is requesting 343 days be added to the contract due to material procurement.

The request for days is based on section "d" of the NTP issued on 10/08/24, which states; **Material Lead Conditions:** At the issuance of this letter, it is an understanding that due to the volatility of product lead times, especially with HDPE pipe, the contract time shall be extended by the time it takes from NTP to the time the HDPE (material) pipe arrives on the project"

On 10/14/24, six days after the preconstruction meeting, CHC notified the project team that the specified plug valves had a lead time of 34-36 weeks. Resulting in an approximate delivery date of June 23rd, 2025, if released that day. This notice has been included herein.

At the request of BAMA & EOR, CHC provided alternative valves to review, to reduce the expected lead time. However, the alternates submitted were not considered equal and were ultimately rejected during the review process. The sequence of review & release period has been listed below.

- 10/30/24 – Plug valves submitted to EOR
- 12/05/24 – Plug valves returned Approved
- 12/09/24 – Plug valves released

After receiving approval for the specified plug valves, CHC proceeded with release. According to the latest information provided by our supplier (Core & Main) the Plug valves are expected to ship on 09/09/2025, with an expected delivery date of 09/16/2025.

If additional information and/or backup documentation is needed, please contact Cassidy Lemons.

Thank you,
Cassidy Lemons
Project Manager
Crossland Heavy Contractors
Klemons@heavycontractors.com
(785) 230-0152



BROKEN ARROW MUNICIPAL AUTHORITY

October 8, 2024

Mr. Chris Walters, Vice President
Crossland Heavy Contractors Inc.
14149 East Admiral Place
Tulsa, OK 74116

RE: LETTER #01, CONTRACT #2354180
CONTRACT NAME: Lynn Lane Waste Water Treatment Plant Sludge Thickener Pump Replacement
SUBJECT: NOTICE TO PROCEED, PAY ESTIMATE PROCEDURES AND SUBMITTALS

Mr. Walters:

The following information is provided for your files.

- a. **Notice to Proceed:** This is your official notice to proceed with the Contract #2354180. The start date of this contract is Monday, October 21, 2024 with a contract time of 180 calendar days results in a completion date of April 19, 2025.
- b. **Contract Administration:** The City of Broken Arrow personnel responsible for administration of this contract: Timothy Hopkins, Contract Administrator
- c. **Progress Payments:** The City of Broken Arrow will honor two progress payment requests per month. The next scheduled payroll processing date is Friday, October 25, 2024. Please note that the payroll processing dates are subject to change at the City Council's discretion.

The city will only pay for work in place and materials on site. Please make sure the Inspector on the job gets a copy of all material tickets as well as copies of all surveying notes. These will help us in checking your pay estimate.

- d. **Material Lead Conditions:** At the issuance of this letter, it is an understanding that due to the volatility of product lead times, especially with HDPE pipe, the contract time shall be extended by the time it takes from NTP to the time the HDPE pipe arrives on the project.

If you have any questions concerning these matters, please do not hesitate to call me.

Respectfully,
City of Broken Arrow – Broken Arrow Municipal Authority

Nathanael T. Kohl, P.E.
Construction Division Manager

Kassidy Lemons

From: Hopkins, Timothy <THopkins@brokenarrowok.gov>
Sent: Monday, October 14, 2024 3:13 PM
To: Kassidy Lemons; Kohl, Nathanael; Martin, Kip; Handy, David; Srin Sundaramoorthy
Subject: RE: LLWWTP Sludge Thickener Pump Replacement

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Kassidy,

After talking with Nate, let's wait to fill out any requests or change orders until we have a better idea of when the pumps will be in. Please proceed with submittals.

THx,

Timothy A. Hopkins

City of Broken Arrow
Cellular: 539-900-2800

From: Kassidy Lemons <klemons@heavycontractors.com>
Sent: Monday, October 14, 2024 2:32 PM
To: Kohl, Nathanael <NKohl@brokenarrowok.gov>; Hopkins, Timothy <THopkins@brokenarrowok.gov>; Martin, Kip <KMartin@brokenarrowok.gov>; Handy, David <dhandy@brokenarrowok.gov>; Srin Sundaramoorthy <srin@s2epllc.com>
Subject: RE: LLWWTP Sludge Thickener Pump Replacement

CAUTION! This email originated from outside of the City of Broken Arrow network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

That works for me. Is there a document you need me to fill out to request days, since it is no longer on the pay app? Also, would it be best to request them after we have an approved submittal?

CROSSLAND
HEAVY CONTRACTORS

Kassidy Lemons
Project Manager
14149 E. Admiral Pl.
Tulsa, OK 74116

C: 785-230-0152
klemons@heavycontractors.com
website: www.heavycontractors.com
Connect with us:  

Please consider the environment before printing this e-mail.

From: Kohl, Nathanael <NKohl@brokenarrowok.gov>

Sent: Monday, October 14, 2024 2:21 PM

To: Cassidy Lemons <klemons@heavycontractors.com>; Hopkins, Timothy <THopkins@brokenarrowok.gov>; Martin, Kip <KMartin@brokenarrowok.gov>; Handy, David <dhandy@brokenarrowok.gov>; Srin Sundaramoorthy <srini@s2epllc.com>

Subject: RE: LLWWTP Sludge Thickener Pump Replacement

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

All,
We will keep the NTP date the same, but we can do a change order for the contract time due to lead time on the materials.

Nathan Kohl, P.E., CFM

*Construction Division Manager
Engineering and Construction Department*

City of Broken Arrow

485 N. Poplar Ave.

Broken Arrow, OK 74012

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

nkohl@brokenarrowok.gov | www.brokenarrowok.gov



From: Cassidy Lemons <klemons@heavycontractors.com>

Sent: Monday, October 14, 2024 2:03 PM

To: Kohl, Nathanael <NKohl@brokenarrowok.gov>; Hopkins, Timothy <THopkins@brokenarrowok.gov>; Martin, Kip <KMartin@brokenarrowok.gov>; Handy, David <dhandy@brokenarrowok.gov>; Srin Sundaramoorthy <srini@s2epllc.com>

Subject: LLWWTP Sludge Thickener Pump Replacement

CAUTION! This email originated from outside of the City of Broken Arrow network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

All,

Not a great first email to the group, but I have been notified that the specified plug valves have a lead time of 34-36 weeks. If released today, that gives us a delivery date as late as June 23rd, 2025. I have not received a confirmation on the pump lead time yet.

As we determined during our meeting, our NTP was scheduled for October 21st. I would recommend that we revise the NTP date, since the project hasn't began. However, we would have to proceed with submittal reviews if possible. If we can't revise the NTP date without impacting review time for Srin, then we would have to add additional days for procurement.

Please advise how you would like to proceed.

Thank you!

CROSSLAND
HEAVY CONTRACTORS

Kassidy Lemons

Project Manager

14149 E. Admiral Pl.

Tulsa, OK 74116

C: 785-230-0152

klemons@heavycontractors.com

website: www.heavycontractors.com

Connect with us:  

Please consider the environment before printing this e-mail.

IMPORTANT!!! Crossland Heavy Contractors will never request to change ACH/wire transfer information by email. If you receive such a request, please contact the Legal Department at 620-429-1414.

**AGREEMENT SUMMARY
BROKEN ARROW MUNICIPAL AUTHORITY
NEW ORLEANS & 9TH STREET SANITARY SEWER LINE
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. S.26040**

1.0 Professional Consulting Firm:

- 1.1 Name: Route 66 Engineering, LLC
- 1.2 Telephone No.: 918-248-1129
- 1.3 Address: 5 South Main Street
Sapulpa, OK 74066

2.0 Project Name/Location: New Orleans & 9th Street Sanitary Sewer Line on the northwest corner of New Orleans & 9th Street in Broken Arrow, OK.

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare Construction Documents for construction of a sanitary sewer line to accommodate future development on the northwest corner of New Orleans (101st St.) and 9th Street, Broken Arrow, OK. These documents shall include, but not be limited to, the following: provide the construction quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

4.0 Agreement Summary:

- | | | |
|-----|-------------------------------|---------------------|
| 4.1 | Agreement Amount: NTE Survey | \$ 5,000.00 |
| | Design Fees | <u>\$ 20,000.00</u> |
| | TOTAL AGREEMENT AMOUNT | \$ 25,000.00 |
| 4.2 | Agreement Time: | 138 calendar days |
| 4.3 | Estimated Construction Cost: | \$ 560,000.00 |

5.0 Agreement Approved by the OWNER on: _____

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
ROUTE 66 ENGINEERING, LLC (CONSULTANT)
FOR
NEW ORLEANS & 9TH STREET SANITARY SEWER LINE
PROJECT S.26040**

This AGREEMENT, including Attachment A through Attachment E, between the Broken Arrow Municipal Authority (OWNER) and Route 66 Engineering, LLC, (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to improve the New Orleans and 9th Street Sanitary Sewer Line (PROJECT) to accommodate future development on the northwest corner of New Orleans and 9th Street for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

WHEREAS, CONSULTANT is qualified and capable to provide the professional services required;

NOW, therefore, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Oklahoma and venue for any action concerning this AGREEMENT shall be in the District Court of Tulsa County, Oklahoma.

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. If construction phase services are included, the CONSULTANT shall be the OWNER'S agent and representative to observe, record and report with respect to all services that are required or authorized by the construction documents. OWNER and CONSULTANT agree that the services to be performed under this AGREEMENT by the CONSULTANT shall be as an independent contractor.

ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS

CONSULTANT shall prepare the documents as described in Attachment B as part of this AGREEMENT.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities and Special Conditions.

ARTICLE 7 - STANDARD OF CARE

CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the OWNER and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY

8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.

8.2 Indemnification. CONSULTANT agrees to defend, indemnify, and hold harmless OWNER, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of CONSULTANT, its agents or employees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, or their agents or employees, then they shall be borne by each party in proportion to each entity's own negligence.

8.3 Consequential Damages. OWNER shall not be liable to CONSULTANT for any special, indirect, or consequential damages resulting in any way from the performance of the SERVICES such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

8.4 Survival. Upon completion of all SERVICES, obligations, and duties provided for in this AGREEMENT, or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article 8 shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

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

CONSULTANT shall furnish OWNER certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to OWNER. All PROJECT sub-consultants shall be required to name OWNER and CONSULTANT as certificate holders on their certificate of insurance for the PROJECT, and shall be required to indemnify OWNER and CONSULTANT to the same extent. CONSULTANT shall be held responsible to submit certificates of insurance for sub-consultants to OWNER prior to the sub-consultant's release to commence work.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

Since CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet PROJECT schedules, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

ARTICLE 13 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the OWNER for the specific purpose intended will be at CONSULTANT'S sole risk and without liability or legal exposure to the OWNER. CONSULTANT shall defend, indemnify, and hold harmless the OWNER against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

ARTICLE 15 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

ARTICLE 16 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other

labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 17 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 19 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

ARTICLE 21 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

ARTICLE 23 - COMPLETION

CONSULTANT shall complete the services within the time frame outlined on Attachment E, Schedule, subject to conditions which are beyond the control of the CONSULTANT.

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 CONSULTANT shall demonstrate that he:

- 24.1.1 Has complied, and shall at all times during the term of this AGREEMENT, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”); and
- 24.1.2 Has properly maintained, and shall at all times during the term of this AGREEMENT, maintain any and all employee records required by the U.S. Department of Homeland Security (“DHS”), including, without limitation, properly completed and maintained Form I-9s for each of the CONSULTANTS employees; and
- 24.1.3 Has verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS’s E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this AGREEMENT; and
- 24.1.4 Has required, and will at all times during the term of this AGREEMENT, require any sub-contractor utilized, hired or sub-contracted for by CONSULTANT for the completion or undertaking of any duties, tasks or responsibilities under this AGREEMENT, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (l), parts (a), (b) and (c), above, with regards to each of the sub-contractor’s employees.
- 24.2 CONSULTANT will indemnify, defend and hold harmless OWNER against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney’s fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, CONSULTANTS failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by CONSULTANT as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

OWNER:	Broken Arrow Municipal Authority 485 N. Poplar Avenue Broken Arrow, OK 74012 Contact: Jordan Grace, P.E. Environmental Division Project Engineer
CONSULTANT:	Route 66 Engineering, LLC 5 South Main Street, Sapulpa, OK 74066 918-248-1129 Contact Name: Billy Cox, P.E. Vice President of Engineering

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

ARTICLE 26 – ELECTRONIC SIGNATURES

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

CONSULTANT agrees to comply with OWNER'S requirements for submission of electronically signed and/or submitted documents.

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IN WITNESS WHEREOF, the General Manager of the Broken Arrow Municipal Authority, Oklahoma has hereunto set his hand, for and on behalf of the Broken Arrow Municipal Authority and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER:

Broken Arrow Municipal Authority

By: _____
Michael L. Spurgeon, General
Manager

Date: _____

CONSULTANT:

Route 66 Engineering, LLC

By: _____
John Droz, President

Date: 9/22/25

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
Secretary [Seal]

Date: _____

Attest: _____
Danyell Blankenship, Vice President

Date: 9/22/2025

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of OK)
County of Tulsa) §

Before me, a Notary Public, on this 22nd day of Sept., 2025, personally appeared John Droz, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Route 66 Engineering, LLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

8/3/26
Tamra Lonon
Notary Public

TAMRA LONON
Notary Public, State of Oklahoma
Commission #22010498
My Commission Expires 08/03/2026

**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
ROUTE 66 ENGINEERING, LLC (CONSULTANT)
FOR
NEW ORLEANS & 9TH STREET SANITARY SEWER LINE
PROJECT NO. S.26040**

SCOPE OF SERVICES

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

1.0 PROJECT UNDERSTANDING

- 1.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for the construction of 8-Inch Sanitary Sewer Line on the northwest corner of New Orleans and 9th Street in Broken Arrow. These documents shall include, but not be limited to, the following: provide the construction quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.
- 1.2 The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.
- 1.3 Furthermore, the CONSULTANT understands that the OWNER has (\$585,000) budgeted for this PROJECT that includes all professional consultant fees and project construction monies.

2.0 PROJECT SCOPE

- 2.1 The project consists of the design of approximately 900 LF of 10" gravity sanitary sewer and 700L of 8" gravity sanitary sewer and the necessary appurtenances starting from an existing 18" trunk line that runs north south approximately 1,320 LF west of 9th Street, going east to cross 9th street, and ending approximately 75 LF east of 9th Street at a plug for future development. Refer to Exhibit 1 – Project Location. Construction of the new gravity sewer line is required for future development on the northwest and northeast corners of New Orleans and 9th Street.

3.0 SCOPE OF SERVICES

- 3.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:
 - 3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
 - 3.1.2 Meet with the OWNER in a Kickoff Meeting in order to determine design criteria, requirements and codes and other critical design features of the

PROJECT such as preferred alignment as well as project schedule and milestone dates.

- 3.1.3 Provide OWNER with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
- 3.1.4 Meet with the OWNER to discuss review comments on each phase of the project, and incorporate appropriate comments into following phase.

3.2 PRELIMINARY DESIGN PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.2.1 Submit preliminary drawings to OWNER in electronic pdf format (no hard copies). Within 14 days of receipt, OWNER shall submit to CONSULTANT any comments regarding the preliminary drawings.
- 3.2.2 Establish horizontal and vertical controls necessary for the design and construction of the project including the establishment of reference points and benchmarks at each end and at interim points of the project. Control shall be in accordance with the most recent version of the OWNER'S Engineering Design Criteria Manual.
- 3.2.3 Conduct all field surveys, including topographical, boundary, and aerial surveys, as necessary, for the design of the project.
- 3.2.4 Research and field-verify, as able, the horizontal and vertical locations of all public and private utilities within the project boundary, which may be in conflict with the project.
- 3.2.5 Prepare "Minimum Required" right-of-way and easement documents.
- 3.2.6 Prepare Right-of-Way map.
- 3.2.7 Prepare a preliminary cost estimate for the proposed improvements, using 15% contingency.
- 3.2.8 Prepare preliminary special provisions, if appropriate.

3.3 FINAL DESIGN PHASE: Upon receiving comments from the OWNER on the preliminary design, CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.3.1 Conduct all necessary design functions required to complete the final design phase of the project.
- 3.3.2 Procure and provide Property Report on all right-of-way and easement acquisition parcels.
- 3.3.3 Prepare final construction cost estimate.
- 3.3.4 Attend meeting to review final plans.
- 3.3.5 Prepare construction specifications.
- 3.3.6 Prepare and complete final design and quantities and submit final drawings to OWNER in electronic pdf format (no hard copies). Within 14 days of receipt, OWNER shall submit to CONSULTANT final comments regarding the final drawings.

3.4 FINAL SIGNED & SEALED CONSTRUCTION DRAWINGS:

- 3.4.1 Incorporate final design review comments and prepare signed and sealed copies of the final design to OWNER in electronic pdf format (no hard copies). Furnish one (1) set of final drawings on electronic media (AutoCAD 2024 or earlier version), and one (1) master set of final specifications on electronic media and paper.

3.5 CONSTRUCTION SERVICES PHASE: This phase may be negotiated with the

CONSULTANT upon the request of the OWNER.

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
ROUTE 66 ENGINEERING, LLC (CONSULTANT)
FOR
NEW ORLEANS & 9TH STREET SANITARY SEWER LINE
PROJECT NO. S.26040**

ORGANIZATION OF SUBMITTAL DOCUMENTS

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

- 1.0 CONSTRUCTION PLANS:** The CONSULTANT shall submit in-full, construction plans in accordance with OWNER requirements.
- 2.0 DESIGN ANALYSIS:** The CONSULTANT shall submit in-full, a design analysis containing calculations, cut sheets, and outline specifications as described.
- 3.0 TECHNICAL SPECIFICATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, technical specifications to be included in the final construction documents.
- 4.0 DESIGN CALCULATIONS:** The CONSULTANT shall submit in-full, any design calculations developed for preliminary and final design.
- 5.0 RIGHT-OF-WAY & EASEMENT DOCUMENTS:** The CONSULTANT shall submit in-full, all required Right-of-Way and Easement documents in accordance with OWNER requirements.

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
ROUTE 66 ENGINEERING, LLC (CONSULTANT)
FOR
NEW ORLEANS & 9TH STREET SANITARY SEWER LINE
PROJECT NO. S.26040**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment C and shall be made a part of the AGREEMENT dated the ____ day of _____, 2025.

1.0 BASIC COMPENSATION

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

- 1.1 Topographic Survey: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 5,000.00 for the completion of the Topographic Survey. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$20,000.00 for the completion of the Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

2.0 ADDITIONAL SERVICES BASED ON TIME

N/A

3.0 REPRODUCTION

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

4.0 MILEAGE

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

5.0 DIRECT COSTS

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

6.0 ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

**ATTACHMENT D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
ROUTE 66 ENGINEERING, LLC (CONSULTANT)
FOR
NEW ORLEANS & 9TH STREET SANITARY SEWER LINE
PROJECT NO. S.26040**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the ____ day of _____, 2025.

1.0 OWNER'S RESPONSIBILITIES

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above and below ground for exact location;
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall be responsible for all permit fees and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;
- 1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and
- 1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

2.0 SPECIAL CONDITIONS

- 2.1 None

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY(OWNER)
AND
ROUTE 66 ENGINEERING, LLC (CONSULTANT)
FOR
NEW ORLEANS & 9TH STREET SANITARY SEWER LINE
PROJECT NO. S.26040**

PROJECT SCHEDULE

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

1.0 PRELIMINARY DESIGN PHASE:

- 2.1 Notice to Proceed: October 8, 2025
- 2.2 Prepare Preliminary Plans & Preliminary ROW/Easement Documents: October 8 – December 5, 2025
- 2.3 Submit Preliminary Plans & Preliminary ROW/Easement Documents: December 5, 2025
- 2.4 OWNER Review: December 8 – December 22, 2025

2.0 FINAL DESIGN PHASE:

- 2.1 Notice to Proceed: December 22, 2025
- 2.2 Prepare final ROW/Easement Documents: December 23, 2025 – January 16, 2026
- 2.3 Submit final ROW/Easement Documents: January 16, 2026
- 2.4 Prepare final plans and specifications: December 23, 2025 – February 27, 2026
- 2.5 Prepare final cost estimate: December 23, 2025 – February 27, 2026
- 2.6 Submit final plans and specifications: February 27, 2026
- 2.7 OWNER Review: March 2 – March 16, 2026
- 2.8 Submit signed & sealed design drawings and specifications: March 31, 2026

EXHIBIT 1 - Project Location



**BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)
PROFESSIONAL SERVICES AGREEMENT
2025-2026 QUARTERLY SERVICE AGREEMENT AT THE VERDIGRIS RIVER
WATER TREATMENT PLANT (VRWTP)**

1. Professional Service Provider:

- a. Name: PSI Water Technologies, Inc.
- b. Telephone No.: 408-370-6540
- c. Address: 550 Sycamore Drive, Milpitas, CA 95035

2. Project Title and Location: 2025-2026 Quarterly Service Agreement for PSI Water Technologies Microclor Equipment at the Verdigris River Water Treatment Plant.

3. Contract for: Providing quarterly services associated with public works projects for the BAMA. Quarterly services to include: site visits with a multi-point mechanical and electrical inspection to be completed by a certified service technician. The Service shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Service Provider agrees that this quarterly service shall be treated as an important service to BAMA and also agrees to commit the time necessary to perform the professional services in a professional manner.

4. Compensation: Professional Service Provider shall be compensated at the hourly rate in accordance with a lump sum amount that is Not to Exceed Twenty-Eight Thousand Six Hundred Twelve and 00/100 (\$28,612.00) for quarterly services that will include a site visit per quarter, multi-point mechanical and electrical inspection, and a summary report for recommended improvements or repairs. Additional services may be agreed to at a later date. The parties agree that the Professional Service Provider's position is not a traditional BAMA employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time BAMA employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of BAMA's Administrative Policies.

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

6. Time for Performance: These duties, responsibilities and requirements shall begin upon the execution of this Contract for 365 calendar days. BAMA will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and BAMA on the hours required for the work item.

7. Insurance: The Professional Service Provider shall acquire all insurance policies required

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

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

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

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

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

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

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

11. Electronic Signatures:

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

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

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

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

15. Limitation of Liability:

(a) Vendor Cap. Vendor's total aggregate liability to City arising out of or related to this Agreement, whether in contract, tort (including negligence), strict liability, or otherwise, is limited to the insurance limits required by this Agreement actually available to satisfy the claim(s).

(b) Carve-Outs (no cap). The cap in (a) does not apply to: (1) Vendor's indemnity obligations; (2) bodily injury (including death) or damage to tangible property; (3) willful misconduct or gross negligence; (4) failure to maintain required insurance or additional-insured status; (5) return of fees for work not performed or accepted; (6) liquidated damages, service credits, or other agreed remedies; and (7) City's reasonable cost of cover/re-procurement.

(c) Damage Types. Any exclusion of "consequential," "incidental," "special," or "indirect" damages shall not limit City's recovery of the items in (b) or amounts owed to third parties under claims that Vendor must defend and indemnify.

(d) Public Owner & Bonds. Nothing here waives or limits City's rights, immunities, defenses, or statutory liability limits (including under the Oklahoma Governmental Tort Claims Act), expands City's liability, or limits City's rights against performance or payment bonds.

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

Broken Arrow Municipal Authority, a Public Trust:

Professional Service Provider:
PSI Water Technologies, Inc.

By: _____
Michael L. Spurgeon
General Manager

By: [Signature] _____

Date: _____

Title: VP + COO _____

Attest: _____
Secretary [Seal]

Date: 9/17/2025 _____

Attest: [Signature] _____
By: _____

Date: _____

Title: ASSISTANT SECRETARY _____

Date: 9/17/25 _____

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATIONS

State of California)
County of Santa Clara) §

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Before me, a Notary Public, on this 17th day of September 2025, personally appeared Guy Chadwell, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Vice-President (Please circle or specify) of PSI Water Technologies, Inc. to be the identical person who executed the within and foregoing instrument, and acknowledged to me that ~~she~~ executed the same as his/~~her~~ free and voluntary act and deed for the uses and purposes therein set forth.



[Signature]
Notary Public

**BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)
PROFESSIONAL SERVICES AGREEMENT
2025-2026 QUARTERLY SERVICE AGREEMENT AT THE VERDIGRIS RIVER
WATER TREATMENT PLANT (VRWTP)**

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Services and Related Support Services associated with the Quarterly Service at the Verdigris River Water Treatment Plant (VRWTP) from execution of this contract for 365 calendar days. Services performed to provide quarterly services to include site visit consisting of a multi-point mechanical and electrical inspection to be completed by a factory certified service technician. On completion of each quarterly visit, the technician will prepare and deliver a summary report which will include any recommended additional maintenance work or repairs to equipment. PSI will provide a separate quote for work if requested by BAMA. Work performed under the contract shall be performed on a not to exceed contract as requested by BAMA.

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

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

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

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

3.1 The Professional Service Provider shall provide quarterly site visits and multi-point mechanical and electrical inspections, and related support services at the Verdigris River Water Treatment Plant (VRWTP) owned and operated by the Broken Arrow Municipal Authority. Professional services shall also include notice of defects outside of contract for repair.

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

3.3 Service Details. (See Attachment 1 – Services Checklist (each visit))

Site Name/Address: 35608 E. 66th St. South, Broken Arrow, OK 74014

Systems to be Serviced: (3) MC-1000

Price per visit (exclusive of freight and taxes, if applicable):

Visit 1: \$7,153.00, Visit 2: \$7,153.00, Visit 3: \$7,153.00, Visit 4: \$7,153.00.

Total Contract price for four (4) quarterly visits is \$28,612.00. Invoicing for each quarterly service visit will occur upon completion of such visit and payment of each invoice will be due within 30 days.

[END OF ATTACHMENT A]

PSI WATER TECHNOLOGIES

A cleanwater1 Company

550 Sycamore Drive

Milpitas, CA 95035

408 370 6540 📞

cleanwater1.com 🌐

info@cleanwater1.com 📧

QUARTERLY SERVICE AGREEMENT PROPOSAL

Date: 6/23/25

Proposal No: 202506-43517

Customer:

Equipment: Microclor

Project #: 912100

Dear Customer,

Thank you for choosing PSI Water Technologies, Inc. ("PSI") as your trusted equipment and services partner. We are pleased to offer a quotation for a quarterly service agreement. Our quarterly service visit consists of a multi-point mechanical and electrical inspection (shown in Attachment 1) to be completed by a factory certified service technician (the "Services"). On completion of each quarterly visit, the technician will prepare and deliver a summary report which will include any recommended additional maintenance work or repairs to your equipment. If you are interested in implementing any of the recommendations, PSI will provide a separate quote for that work. To accept this agreement, please sign below and return the signed copy to us.

Service Details

Duration: The Services are to be performed at quarterly intervals over the contract year. PSI will contact you to schedule prior to each site visit. Adjustments in the site visit schedule may be needed from time to time, and PSI and the customer will work together to accommodate such adjustments.

Site Name/Address

35608 E. 66th St. South Broken Arrow OK 74014

Systems To be serviced

(3) MC-1000

Price per visit (exclusive of freight and taxes, if applicable)

Visit 1: **\$7153.00**

Visit 2: **\$7153.00**

Visit 3: **\$7153.00**

Visit 4: **\$7153.00**

The total contract price for 4 quarterly visits is \$ **28,612.00**. Invoicing for each quarterly service visit will occur upon completion of such visit and payment of each invoice will be due within 30 days.

PSI WATER TECHNOLOGIES

A cleanwater1 Company

ATTACHMENT 1 SERVICES CHECKLIST (EACH VISIT)

Maintenance Activity	Quarterly	Maintenance Activity	Quarterly
General Inspection		Process	
Inspect and record salt levels	✓	Analyze influent water parameters	✓
Inspect for leaks or unusual noises	✓	Inspect cells for corrosion or erosion	✓
Inspect blowers and filters	✓	Inspect plumbing and drain lines for corrosion or erosion	✓
Review and verify power set-points	✓	Inspect electrode for hardness deposits	✓
Record Amperage and Voltage	✓	Service/Calibrate water flow meter	✓
Check brine pump	✓	Inspect brine tank for bridging or tunneling	✓
Test flow sensor	✓	Inspect brine tank level switch/transmitter	✓
Adjust level sensors on cell loops	✓	Cooling and Heating System	
Clean level sensors on cell loops	A/R	Inspect HVAC Unit	A/R
Change filter before brine pump	✓	Clean condenser heat exchanger coils	A/R
Clean Y-strainer before dosing pump	✓	Verify proper operation	✓
Change filter after water softeners	✓	Inspect for leaks	✓
Perform Hypochlorite concentration test	✓	Test and calibrate hydrogen sensor	✓
Supply Water		Replace Element and Calibrate hydrogen sensor	A/R
Validate water softener operation	✓	Other	
Test water hardness	✓	Calibrate temp sender (HMI vs actual)	✓
Verify water flow rates	✓	Calibrate Ammeter (HMI vs actual vs rectifier)	✓
Inspect check valves and solenoid valve(s)	✓	Perform Cell Cleaning	A/R
Check and test pressure relief valves	✓	System Operation Training	
Calibrate flow meters	A/R	End-to-end system overview	✓
Electrical System		PLC/HMI Login	
Check and clean control panel	✓	Overview screen navigation and interaction	
Check and clean rectifier	✓	Setpoint review and setting	
Change PLC backup battery	A/R	Alarm review and settings	
Check UPS	A/R	Troubleshooting	
Inspect/tighten low voltage wiring terminals	✓	Q & A	
Inspect/tighten power wiring terminals	✓		

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

**PROJECT NO. WL23060 – BIXBY TWO-WAY EMERGENCY WATERLINE CONNECTION
PROJECT NO. WL23070 – WAGONER COUNTY RWD#4 TWO-WAY EMERGENCY
WATERLINE CONNECTION
PROJECT NO. WL23080 – 24-INCH WATERLINE LOOP – WACO TO ELM
PROJECT NO. WL23090 – 16-INCH WATERLINE LOOP – FLORENCE TO MIAMI**

THIS **AMENDMENT NO. 1** made and entered into this _____ day of _____ 2025, by and between the BROKEN ARROW MUNICIPAL AUTHORITY, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as “OWNER”, and KIMLEY-HORN AND ASSOCIATES, INC., hereinafter referred to as “CONSULTANT”;

WITNESSETH:

WHEREAS, OWNER and CONSULTANT entered into an AGREEMENT on the 6th day of December 2022 “ORIGINAL AGREEMENT” for services as set forth in said AGREEMENT; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to prepare construction documents for bidding purposes for two new emergency interconnections, a new 24-inch water transmission line on 9th Street from Waco to Elm, and a new 16-inch water transmission line on Elm from Florence to Miami.

WHEREAS, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include the revision of the waterline alignment and creation of an additional easement document along the Schulze property.

WHEREAS, the ORIGINAL AGREEMENT and Amendment No. 1 shall hereinafter collectively be referred to as the “AGREEMENT”; and

WHEREAS, funding is now available for said additional services; and

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

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

1. PROJECT SCOPE.

This Amendment requires CONSULTANT to revise the waterline alignment along the Schulze property to avoid existing trees and to provide the easement legal document.

2. CHANGE IN CONTRACT AMOUNT.

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

Original Contract Amount executed December 6, 2022	\$	395,800.00
<u>Amendment No. 1</u>	<u>\$</u>	<u>4,000.00</u>
Revised Total Contract Amount	\$	399,800.00

3. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 1 is effective upon signature of both parties.

Except as amended hereby, all terms of the AGREEMENT shall remain in full force and effect without modification or change.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected.

OWNER:

Broken Arrow Municipal Authority

By: _____

Michael L. Spurgeon, General Manager

Date: _____

CONSULTANT:

Kimley-Horn and Associates, Inc.

By: Scott R. Arnold

Scott Arnold, Vice President

Date: 9/23/2025

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____

Secretary [Seal]

Date: _____

Attest: Vicky Brewer

Notary Public

Date: 9/23/2025



Approved as to form:

D. Graham Parker

Assistant City Attorney

VERIFICATION

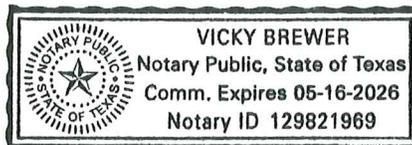
State of Texas)
) §
County of Tarrant)

Before me, a Notary Public, on this 23 day of SEPTEMBER, 2025, personally appeared Scott R. Arnold, known to be to be the Vice-President _____ of Kimley-Horn and Associates, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

05/16/2026

Vicky Brewer
Notary Public



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

ON-CALL ENGINEERING SERVICES
PROJECT NO. N/A**

THIS **AMENDMENT NO. 1**, made and entered into this 7 day of October 2025, by and between the BROKEN ARROW MUNICIPAL AUTHORITY, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as “BAMA”, and HOLLOWAY, UPDIKE & BELLEN, INC., hereinafter referred to as “ENGINEER”;

WITNESSETH:

WHEREAS, BAMA and ENGINEER entered into an Agreement dated February 25, 2025, “ORIGINAL AGREEMENT” for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires ENGINEER to provide hourly, on-call professional services to assist with professional engineering and surveying services on as needed basis; and

WHEREAS, BAMA and ENGINEER propose to amend said ORIGINAL AGREEMENT to include additional hourly, on-call services to provide assistance as needed at various locations within the City of Broken Arrow, OK., (for which, OWNER has requested that CONSULTANT provide certain professional services as required; and

WHEREAS, the ORIGINAL AGREEMENT and Amendment No. 1 shall hereinafter collectively be referred to as the “Agreement”; and

WHEREAS, funding is now available for said additional services; and

WHEREAS, ENGINEER is prepared to provide said additional services identified in this Amendment.

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

1. PROJECT SCOPE.

Project includes hourly, on-call professional services to assist with professional engineering and surveying services. Services will be provided on an as needed basis for a period of 365 days from notice to proceed, or until the Not to Exceed (NTE) fee has been reached.

2. CHANGE IN CONTRACT AMOUNT.

As compensation for the additional work, BAMA shall pay ENGINEER in accordance with the terms as a change in the contract amount:

Original Contract Amount executed February 25, 2025:	\$ 15,000.00
Amendment No. 1	<u>\$ 15,000.00</u>
Revised Total Contract Amount	\$ 30,000.00

3. AMENDED PROJECT SCHEDULE

The revised schedule for Amendment No. 1 extends the schedule to 365 days from the Notice to Proceed date for Amendment No. 1.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 1 is effective upon signature of both parties.

Except as amended hereby, all terms of the Agreement shall remain in full force and effect without modification or change.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected.

OWNER:

Broken Arrow Municipal Authority

By: _____
Michael L. Spurgeon, General Manager

Date: _____

Attest: _____
Secretary [Seal]

Date: _____

CONSULTANT:

Holloway, Updike & Bellen, Inc.

By: STU
Stephen Tolar, P.E., S.E., President

Date: 9/22/25

(CORPORATE SEAL, IF APPLICABLE)
SEAL
Attest: Tiffany Hilton
Tiffany Hilton, Asst. Corp. Secretary

Date: 9/22/25

Approved as to form:

D. Graham Parker

Assistant City Attorney

VERIFICATION

State of Oklahoma)
County of Adair) §

Before me, a Notary Public, on this 22nd day of September, 2025, personally appeared Stephen Tolar, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Holloway, Updike & Bellen, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

10/01/28

Tiffany Hilton
Notary Public

