



City of Broken Arrow
Meeting Agenda
Broken Arrow Municipal Authority

Chairperson Debra Wimpee

Vice Chairman Johnnie Parks

Trustee Lisa Ford

Trustee Justin Green

Trustee David Pickel

Monday, November 17, 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. [25-49](#) Approval of the Broken Arrow Municipal Authority Meeting Minutes of November 04, 2025
- B. [25-1611](#) Approval of and authorization to execute the Services Agreement with Korterra Services for Line Locate Ticket Software
- C. [25-1578](#) Notification of City Manager's and Assistant City Manager's execution of Professional Consultant Agreements and Amendments to an Agreement, as well as public Construction Contracts not subject to the Competitive Bid Act, with a Contract value of \$50,000.00 or less
- D. [25-1594](#) Acknowledgement of receipt of Oklahoma Department of Environmental Quality (ODEQ) Permit No. WT000073250845 for construction of the Verdigris River Water Treatment Plant On-Site Hypochlorite Generation System Brine Tank (Project No. 2154350)
- E. [25-1576](#) Approval of and authorization to rescind the purchase and installation of (15) HVAC Replacement units and (1) mini-split system for the City of Broken Arrow Operations Office Building, from Trane Company pursuant to the OMNIA Partners Purchasing Cooperative
- F. [25-1579](#) Approval of and authorization to award the Lowest Responsible bid to Gober Construction LLC. and approve and authorize execution of a construction contract for the Old Town Houston Street 12" Waterline and Bore Improvements Fort Worth Street to South 9th Street (Project No. 2254401)

G. [25-1597](#) Ratification of the Claims List Check Register Dated November 10, 2025

4. Consideration of Items Removed from Consent Agenda

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

A. [25-1581](#) Presentation of new Broken Arrow Municipal Authority Construction Sign

6. General Authority Business

A. [25-1583](#) Consideration, Discussion, and possible approval of an Amendment to Matching Grant Funding Commitment Agreement with City of Tulsa (COT), Regional Metropolitan Utility Authority (RMUA), Tulsa Metropolitan Utility Authority (TMUA), and Broken Arrow Municipal Authority (BAMA) for construction of the Haikey Creek Wastewater Treatment Plant (HCWWTP) Biosolids Improvements (BAMA Project No. HC21020, RMUA Project No. RMUA ES 2020-11)

B. [25-1582](#) Consideration, discussion, and possible approval of and authorization to execute Amendment 2 to Agreement for Professional Engineering Services with Black & Veatch Corporation and the Regional Metropolitan Utility Authority (RMUA) for Haikey Creek Lift Station Phase IV Improvements (Project No. HC23020, RMUA Project No. RMUA ES 2022-04)

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 #: 25-49, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 11-17-2025

Title:

Approval of the Broken Arrow Municipal Authority Meeting Minutes of November 04, 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: [**November 04, 2025 Broken Arrow Municipal Authority Minutes**](#)

Recommendation:

Approve the minutes of the November 04, 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, November 4, 2025

Council Chambers

1. Call to Order

Chairperson Debra Wimpee called the meeting to order at 7:12 p.m.

2. Roll Call

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

3. Consideration of Consent Agenda

- A. 25-48 Approval of the Broken Arrow Municipal Authority Meeting Minutes of October 21, 2025
- B. 25-1537 Acknowledgement of submittal of the Broken Arrow Municipal Authority's Solid Waste and Recycling Report for September 2025
- C. 25-1549 Acknowledgement of submittal of the Broken Arrow Municipal Authority's Water Supply Report for the month of September 2025
- D. 25-1550 Acknowledgement of submittal of the Broken Arrow Municipal Authority's Wastewater Discharge Monitoring Report for the month of September 2025
- E. 25-1540 Approval of and authorization to execute Resolution No. 1718, a Resolution authorizing the City Manager to take all appropriate actions for the participation, release, and settlement of proposed Discover Class Action Settlement on behalf of the Broken Arrow Municipal Authority
- F. 25-1515 Approval of and authorization to execute Change Order #1 with Belt Construction, Inc. for the County Line Trunk Sewer Phase 2A (2154520)
- G. 25-1516 Approval of and authorization to execute Change Order #1 with Cherokee Pride Construction, Inc. for the Old Adams Creek Lift Station FEB Improvements (2154330)
- H. 25-1534 Approval of and authorization to execute the purchase of one (1) new M2106 Freightliner single axle dump truck from Premier Truck Group of Tulsa, pursuant to the Sourcewell Cooperative Purchasing Contract (formerly NJPA) for the Utilities Department
- I. 25-1546 Approval of and authorization to execute the purchase of one (1) New 2027 Western Star 49X Haul Truck from Premier Truck Group of Tulsa, pursuant to the Oklahoma Statewide Contract for the Utilities Department
- J. 25-1533 Ratification of the Claims List Check Register Dated October 23, 2025

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

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. 25-1565 Consideration, discussion, and possible approval of and authorization to award to the lowest responsible bidder, Tri-Star Construction, LLC, a construction contract for the Houston Street Improvements from 23rd Street to Old Highway 51 (Project No. ST1926A/WL26040)

Travis Small, Transportation Division Manager, presented Item 25-1565, a companion item that concerns the Houston Street Project discussed earlier by the City Council and explicitly addresses the waterline portion funded through BAMA and OWRB loan funds. The low bidder was Tri-Star Construction, and staff expressed confidence in the contractor's qualifications and bid. The item was presented for approval, with staff available to answer any questions.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks

Move to Approve Item 25-1565

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

City Manager Michael Spurgeon noted that, while passing the sanitary sewer project on County Line Road, he observed the project sign referenced only OWRB funding and failed to acknowledge the local officials responsible for approving and overseeing the project. He stated that the city would create a new construction sign consistent with others used in Broken Arrow, listing the council and authority to ensure public transparency and recognition of local accountability for community reinvestment projects.

9. Executive Session - NONE

10. Adjournment

The meeting was adjourned at 7:15 p.m.

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

Move to Adjourn

The motion carried by the following vote:

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

Chairperson

Secretary



City of Broken Arrow

Request for Action

File #: 25-1611, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 11-17-2025

Title:

Approval of and authorization to execute the Services Agreement with Korterra Services for Line Locate Ticket Software

Background:

The Broken Arrow Municipal Authority will be contracting with Korterra Services who will be providing Line Locate Ticket Software. This software will help manage tickets for better efficiency and productivity. Workflows will be automated to minimize locator dispatch time, locators will be able to stay on schedule to reduce late locates, and establish an operational uniformity across the entire organization to enable scalability. The online dashboard will manage and measure the productivity of the team, track communication with excavators to confirm locate status prior to excavation, and report data and analytics. This program will meet regulatory requirements with processes designed to ensure compliance, achieve greater protection of the City's critical infrastructure with communication tools that connect all stake holders, and keep the staff safe by using the precise locate data so they can mark the right facilities and document the work performed.

Staff recommends approval to execute the negotiated yearly fee of \$15,268.00 to obtain the software and the one-time setup fee of \$2,470.00, with the total of \$17,738.00. The contract is a not to exceed contract and is funded through Utilities BAMA O&M Budget fiscal year 2026.

Cost: \$17,738.00

Funding Source: Utilities Department O&M Budget - Fiscal Year 2026

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

Approved By: City Manager's Office

Attachments: Services Agreement for Korterra Servies for Line Locate Ticket Software

Recommendation:

Approve and execute the Services Agreement with Korterra Services for Line Locate Ticket Software



Order Form

City of Broken Arrow agrees to purchase the KorTerra Services listed below. Support and maintenance are included in the fees listed below. This Order Form is effective November 17, 2025 (the “**Order Form Effective Date**”). Subscribed Ticket Volume: 50,000

Services	Overage Rate	Service Fee
KorTerra Locate Management Plus Services & Productivity Management Standard	\$0.34 per Ticket	\$15,268 per year
KorTerra Package Includes:		
Positive Response - Email		
		Total Recurring Fees: \$15,268

KorTerra One-Time Setup Fees	
KorTerra One-Time Setup Fees	\$1,570
Virtual Training \$900-4 Hours	\$900
Total One-Time Fees	\$2,470

This Order Form incorporates by reference and is governed by the terms and conditions of the KorTerra Services Agreement signed by the parties with an effective date of November 17, 2025 (the “**Services Agreement**”). Capitalized terms used but not defined herein have the meaning set forth in the Services Agreement.

The initial term of this Order Form begins on the Order Form Effective Date set forth above and, unless terminated earlier pursuant to the Services Agreement’s express provisions, will continue in effect for a period of thirty-six (36) months from such date (the “**Initial Order Form Term**”). At the end of the Initial Order Form Term, this Order Form shall automatically renew for additional successive thirty-six (36) month periods (each an “**Order Form Renewal Term**” and together with the Initial Order Form Term, the “**Order Form Term**”), unless earlier terminated pursuant to the Service Agreement’s express provisions or either you or we notify the other of its intent to terminate this Order Form with advance written notice at least sixty (60) days prior to the commencement of the immediately subsequent Order Form Renewal Term.

The Services will be invoiced in advance of each year of the Order Form Term and the Service Fee will remain fixed during the Initial Order Form Term unless you exceed your Subscribed Ticket Volume or other applicable limits. If in any given year of the Order Term (“Billing Period”) the actual Ticket Volume is greater than the Subscribed Ticket Volume, an Overage Fee will be assessed equal to the excess Ticket Volume multiplied by the aggregate Overage Rate, and the actual Ticket Volume from the Billing Period will be used as the Subscribed Ticket Volume for subsequent Billing Periods. The Service Fee for subsequent Billing Periods will be increased by the amount of any Overage Fee(s).

Billing for the Services will begin on the Order Form Effective Date. All pricing is in US Dollars and is valid for 30 days. All invoices are due and payable net 30 days from the invoice date. If you fail to make any payment when due, without limiting our other rights and remedies, we may take the actions set forth in the Services Agreement, including charging late fees.

Please e-mail the signed Order Form to sales@korterra.com.

Billing Contact Information:

Contact Name: _____
Title: _____
E-mail: _____
Street: _____
City, State Zip: _____

Phone Number: _____
Will payment be submitted via wire?* _____

Special Billing Instructions: _____

Sales Tax Exempt (Y/N) _____ If Y, please include exemption certificate _____

PO Required (Y/N) _____ PO Number: _____

*Please note any payment received via wire will incur a \$40 service charge.

**ACCEPTED AND AGREED:****City of Broken Arrow:**

Signed: _____
Print _____
Name: _____
Title: _____

KorTerra, Inc.:

Signed:  _____
Print _____
Name: Mitch Stendal
Title: President

Internal Use Only:

Controller
Approval: _____

New Customer (Y/N): Y

Customer ID: _____

Sales
Exec: Keegan Macemon



KORTERRA SERVICES AGREEMENT

This KorTerra Services Agreement (this “**Agreement**”) is made and entered into effective November 17, 2025 (the “**Effective Date**”), by and between City of Broken Arrow (“**you**” and “**your**”), having its principal offices at 485 N. Poplar Ave., Broken Arrow, OK 74012 and KorTerra, Inc. (“**KorTerra**” “**we**”, “**us**” and “**our**”), having its principal offices at 1851 Lake Drive West, Chanhassen, MN 55317.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

“**Beta Services**” means KorTerra services, features, or functionality that may be made available to you to try at your option, at no additional charge, which we have not made generally available and which are designated as beta, pre-release, preview, non-production, evaluation, or by a similar description.

“**One Call Center**” means a designated notification center that individuals and entities contact prior to commencing an excavation in or on the ground which is intended to provide registered parties having underground infrastructure of pipes, mains and lines for producing, storing, conveying, transmitting or distributing communications, electricity, power, light, heat, gas, oil, petroleum products, water, steam, sewage, and other commodities and services with advanced notification of such excavation.

“**Order Form**” means an ordering document signed by you and us that references this Agreement and specifies the Services to be provided by us to you under this Agreement.

“**Service(s)**” means the software-as-a-service offering to which you have subscribed via an Order Form, as well as its related components, platform, and any ancillary online or offline applications, products and services provided by us for your access and use of our Services.

“**Service Fee(s)**” means the fees you are to pay us for your access to and use of the Services as well as for any Professional Services provided by us to you. This may also include any ancillary fees associated with the provision of the Services.

“**Statement of Work**” means a document signed by you and us that references this Agreement and describes certain Professional Services (if any) purchased by you under this Agreement and/or pursuant to an Order Form.

“**Professional Services**” means any consulting, implementation, configuration or other services provided by us to you pursuant to a Statement of Work or an Order Form.

“**Ticket**” means (i) any transmission to the Services from a One Call Center or other third-party in relation to you or your customer; (ii) a ticket generated by you; and (iii) a ticket generated by system configuration in the Services.

“**Ticket Volume**” means the aggregate number of Tickets for a specific time frame. Ticket Volume may be used as a basis of any Service Fees charged to you.

2. Services.

2.1 Access and Use of the Services. Subject to and conditioned upon your payment of Service Fees and compliance with all terms and conditions of this Agreement and the applicable Order Form, we grant you a non-exclusive, non-transferable (except in compliance with Section 19.3) right to access and use the Services during the term stated in the applicable Order Form solely for your internal use in accordance with the terms and conditions of this Agreement and the applicable Order Form.

2.2 Restrictions. You shall not use the Services for any purpose beyond the scope of the access granted in this Agreement and the applicable Order Form. You shall not and will not permit any third party to: (i) use the Services for any unlawful purpose or in any manner not permitted by this Agreement or the applicable Order Form; (ii) use the Services in any manner which could damage, disable, overburden or impair the Services or interfere with any other party's use and enjoyment of the Services; (iii) modify or change the Services; (iv) reverse engineer, decompile, decrypt, hack, emulate, exploit, disassemble or make any attempt to discover the source code relevant to the Services; (v) circumvent or bypass any technological protection measures in or relating to the Services; or (vi) publish, copy, rent, lease, sell, license, sublicense, assign, transfer, export, import, distribute, or lend or otherwise make the Services available to any third party not previously approved by us in writing; (vii) access, monitor or copy any content or information of the Services, or use any "robot", "spider", "deep link", "scraper" or other automated means, methodology, algorithm or device or any manual process on the Services for any purpose; (v) obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Services, unless we expressly authorize you to do so; (vi) remove any proprietary notices from the Services; (vii) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party; or (viii) access or use the Services for purposes of competitive analysis of the Services, the development, provision, or use of a competing software service or product or any other purpose that is to our detriment or commercial disadvantage.

You shall not perform penetration or vulnerability testing ("Penetration Tests") of the Services. Penetration Tests include any effort to identify design, and/or functionality, issues in the infrastructure of our systems, or of the networks connected to our systems which probe for weaknesses in the network perimeters or other infrastructure elements as well as weaknesses in process or technical countermeasures relating to our systems that could be exploited by a malicious party.

You shall not cause harm to the Services or to any hardware, servers, operating software, or network components used in connection with furnishing the Services, and you shall not introduce malicious code. Malicious code includes, without limitation, any virus, malware or undocumented or hidden functionality or performance capability contained within electronic files, Your Data, or software.

You shall not utilize software designed or modified to be run, without authorization from us, on our computers or network-capable devices, that performs either: (i) the unauthorized extraction of data or information from a computer or network-capable device, or modification of system user data; (ii) the modification of the Services or user data to facilitate the avoidance of fees incurred on a computer or network-capable device by parties other than parties authorized by us.

2.3 Maintenance and Support. During the term of the applicable Order Form we will provide standard maintenance and support of the Services. We may make commercially reasonable updates to the Services from time to time including improvements, corrections of substantial defects in the Services, periodic maintenance releases, and technical support regarding the use of the Services or response to errors in the Services. Technical support not involving the Services, custom programming, on-site installation and/or maintenance, training, and hardware issues are not

included in the Services and if requested, will be billed at our then current rate. Our standard support hours are Monday - Friday, 7:00 A.M. - 6:00 P.M. Central Time excluding holidays. These hours are subject to change by us. Upon detection of any error in the Services by you, we may request you to provide us a listing of all output and any other data, some of which may be proprietary or contain confidential information, in order for us to reproduce operating conditions similar to those present when the error occurred. We agree to treat such information as Confidential Information pursuant to Section 6.

2.4 Availability. Subject to Section 2.6, the Services shall be accessible to you except for (i) scheduled maintenance and required repairs; and (ii) any interruption due to causes beyond our control or which are not reasonably foreseeable by us, including, but not limited to, interruption or failure of telecommunication or digital transmission links and internet slow-downs or failures or other Force Majeure events.

2.5 Backup Procedures and Emergency Tickets. We strive to keep the Services up and running, however, all online services suffer occasionally from disruptions and outages, and we are not liable for any disruption or loss you may suffer as a result. Because of the possibility of online service disruption, as a condition of obtaining the Services, you agree to establish and maintain manual business operating procedures to be used if the Services become unavailable ("**Backup Procedures**"). These Backup Procedures must permit you to operate your business without access to the Services for as long as necessary until such Services are restored. Because of the nature of the Services being provided to you, there may be events which require you to receive tickets from a One Call Center that require urgent attention ("**Emergency Tickets**"). In addition to receiving Tickets through the Services, you must arrange to be notified by every sender of Emergency Tickets via a mechanism outside of the Services.

2.6 Suspension of Services. Notwithstanding anything to the contrary in this Agreement or any Order Form, we may temporarily suspend your access to any portion or all of the Services: (i) if we reasonably determine that (A) there is a threat or attack on the Services; (B) your use of the Services disrupts or poses a security risk to the Services or to any of our other customers or vendors; (C) you are using the Services for fraudulent or illegal activities; (D) subject to applicable law, you have ceased to continue your business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) our provision of the Services to you is prohibited by applicable law; (ii) if any of our vendors have suspended or terminated our access to or use of any third-party services or products required to enable you to access the Services; or (iii) in accordance with subsection (iii) of Section 5 (any such suspension described in subsection (i), (ii), or (iii), a "**Services Suspension**"). We shall use commercially reasonable efforts to provide written notice of any Services Suspension to you and to provide updates regarding resumption of access to the Services following any Services Suspension. We shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Services Suspension is cured. We will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that you or and third party may incur as a result of a Services Suspension.

2.7 Beta Services. From time to time, we may offer you access to Beta Services in exchange for your feedback about your experience using the Beta Services. You may choose to participate in the evaluation of Beta Services at your sole discretion. Access to and use of the Beta Services is solely for your internal evaluation purposes and may be subject to additional rules or restrictions that we may place on their use. We make no representation that the Beta Services will ever be made generally available and we reserve the right to terminate your access to the Beta Services at any time, at which time, you agree to cease use of the Beta Services. Beta Services are provided AS IS, may contain bugs, errors or other defects, and your use of the Beta Services is at your sole risk. Beta Services are excluded from our support, warranty, and service level commitments. We may use information about your use of the Beta Services for improving and developing our services. Non-public information about the Beta Services is deemed to be our Confidential Information.

2.8 Professional Services. We will perform Professional Services as set forth in each applicable Statement of Work or Order Form, subject to the terms of this Agreement.

3. Your Obligations.

3.1 You are responsible for and must provide all required computer hardware, software and other services necessary to access the Services.

3.2 You agree to secure and protect the Services in a manner consistent with the maintenance of our rights and cause no harm to us or third-party equipment, software, or processes used in connection with furnishing the Services and any entities from whom we obtain network or web services. In addition to constituting a default under this Agreement, any breach of the terms and conditions of this Agreement may also result in civil and/or criminal penalties pursuant to applicable local, state and federal law.

3.3 The Services may require you to obtain a user identification and password for access and use, and certain specific Services may require additional codes. You shall use reasonable endeavors, including reasonable security measures relating to access, to ensure that no unauthorized person, including any employee or contractor for any parent, subsidiaries, affiliated entities or third parties, gains access to the Services without our prior written consent. You are solely responsible for maintaining the confidentiality of the user identification, passwords and codes (collectively, "**User Information**") assigned to you for any activity that occurs under your account as a result of your failing to keep User Information secure and confidential. You shall promptly inform us in writing of any need to deactivate or replace any User Information due to security concerns. We are not liable for any harm related to theft of your User Information, your disclosure of your User Information, or your authorization to allow another person or entity to access and use the Services using your User Information. You agree to notify us immediately as soon as you become aware of any unauthorized use of your User Information. You may not use anyone else's User Information at any time without the express permission and consent of the holder of that User Information and us.

3.4 You agree to identify your support staff who, to the maximum extent practicable, will be the primary source of communications from you to us.

4. Intellectual Property.

4.1 Your Data. All information provided by you, including, any technology, intellectual property, data, information, or material provided or submitted by you in the course of your use of the Services shall be referred to as "**Your Data**". Subject to Section 4.2, all right, title, and interest in and to Your Data and results from processing Your Data are and shall remain your property and no right, title, or interest in and to Your Data or the results from processing Your Data shall vest in us. You hereby irrevocably grant all such rights and permissions in or relating to Your Data as are necessary for us to exercise our rights and perform our obligations hereunder. We will maintain technical and security measures designed to prevent unauthorized disclosure of Your Data and shall comply with all applicable federal, state, and local, laws, regulations, and industry standards, in the performance of the Services. We shall notify you of any unauthorized use of Your Data, breach of security, or loss or theft of Your Data promptly upon discovery of such unauthorized use, breach, loss, or theft and shall take all commercially reasonable action for the protection of personal data and to mitigate such breach, loss, theft or unauthorized use.

4.2 Statistical Data and Anonymized Data. We track and collect certain information about how users interact with the Services and we use the information collected to obtain general statistics regarding the use of the Services and to evaluate how users use and navigate the Services (collectively, "**Statistical Data**"). We may use Statistical Data for our internal analytical purposes, including the improvement and enhancement of the Services and our other offerings. At times, we may review the Statistical Data of multiple customers and may combine, in a non-personally-identifiable

format, the Statistical Data with Statistical Data derived from other customers and users to create aggregate, anonymized data regarding usage history and statistics (collectively, “**Anonymized Data**”). Anonymized Data will not contain information that identifies or could be used to identify you or other users. You agree that Anonymized Data is not your Confidential Information and we may use Anonymized Data to create reports that we may use and disclose for our commercial or other purposes.

4.3 KorTerra Intellectual Property. At all times, the Services, including without limitation, the text, images, graphics, method of display and presentation, visual interfaces, user interfaces, photographs, copyrights, patents, trademarks, trade secrets, logos, sounds, music, artwork, computer code, and associated material and functionality contained therein (collectively “**Intellectual Property**”), shall remain the property of KorTerra. You acknowledge that the Services constitute commercially valuable, proprietary products, the design and development of which reflect the effort of skilled development experts and the investment of considerable time and money. You further acknowledge that we shall retain all right, title and interest in the Intellectual Property (including application development, business and technical methodologies, and implementation and business processes, used by us to develop or provide the Services), and any and all updates, enhancements, customizations, revisions, modifications, future releases and any other changes relating to the foregoing. Except for limited access and use rights granted pursuant to this Agreement, you do not acquire any interest in the Services. With respect to any Third-Party Services, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Services. We reserve all rights not expressly granted to you in this Agreement. Except for the limited rights expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party, any intellectual property rights or other right, title, or interest in or to the Services.

4.4 Feedback. You agree that any suggestions, enhancements requests, feedback, recommendations or other information provided by you, or any of your employees relating to the Services and Beta Services may be used by us without restriction or obligation to you.

5. Service Fees. You shall pay us the Service Fees as set forth in an Order Form or Statement of Work. In addition to the Service Fees, you shall pay all sales, use, value added or other taxes, federal, state, local, or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement excluding taxes based on our net income, property or employees. Payment obligations are non-cancelable and all amounts paid are non-refundable. If you fail to make any payment when due, without limiting our other rights and remedies: (i) you agree that we may charge and you will pay a late fee of one and one-half percent (1 ½ %) per month (18% APR) on all outstanding balances; (ii) you shall pay all costs of collection, including legal expenses, and attorney fees at any time paid or incurred by us (liability for attorney fees is not contingent upon a suit being filed by us) in the collection of any amounts due us from you; and (iii) if such failure continues for 10 days or more, we may suspend your access to any portion or all of the Services until such amounts are paid in full. We reserve the right to charge a reconnect fee for any suspended or discontinued Services access that is subsequently reconnected. We may increase Service Fees for any Order Form Renewal Term (as that term is defined in the applicable Order Form), by providing written notice to you at least 65 calendar days prior to the commencement of any Order Form Renewal Term, and the applicable Order Form will be deemed amended accordingly. Notwithstanding the foregoing, the Service Fees may be subsidized in part based on the partnership status between KorTerra and your One Call Center. Changes, such as discontinuation, to that partnership status may cause your Service Fees to be subject to re-evaluation and adjustment.

6. Confidential Information.

6.1 Public Records Compliance Exception. *Notwithstanding the foregoing, if you are subject to a state or federal public records law (such as the Oklahoma Open Records Act), you may disclose Confidential Information as required to comply with such law, provided that, to the extent permitted by applicable law, you (i) give us prompt written notice of any such requirement to afford us the opportunity to seek a protective order or other appropriate remedy, and (ii)*

disclose only that portion of the Confidential Information legally required to be disclosed. From time to time during the term of this Agreement, either you or we (as the “**Discloser**”) may disclose or make available to the other (as the “**Recipient**”) proprietary or confidential information including, but not limited to, information about the Discloser’s business affairs, products/services, intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential” (collectively, “**Confidential Information**”). Confidential Information does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Agreement by the Recipient; (b) was in the Recipient’s lawful possession on a non-confidential basis prior to disclosure by the Discloser; (c) is independently developed by the Recipient without use of or reference to the Discloser’s Confidential Information; or (d) is received from a third party who is not, to the Recipient’s knowledge, under an obligation of confidentiality with respect to such information. Your Confidential Information includes Your Data; our Confidential Information includes the Services, KorTerra Intellectual Property, and the terms and conditions of this Agreement and all Order Forms and Statements of Work (including pricing) (collectively, the “**Agreement Terms**”); provided, however, that to the extent the Recipient is a “public body” subject to any applicable open records or freedom of information law (including, without limitation, the Oklahoma Open Records Act, 51 O.S. § 24A.1 et seq.), the Agreement Terms (including pricing) shall not be treated as Confidential Information by such Recipient to the extent disclosure is required by such law. Subject to the last sentence in this Section, the Recipient shall not disclose Confidential Information to any third party without the prior written consent of the Discloser and shall restrict dissemination of Confidential Information within its own organization to those employees who have a need to have access to the Confidential Information. The Recipient agrees to protect Confidential Information by using at least the same degree of care as it would use to protect its own information of like importance, but in no case less than reasonable care. You and we shall take appropriate measures, and in no event less than reasonable measures, by instruction and written agreement, with confidentiality terms no less stringent than those herein, prior to disclosure to such employees to protect against unauthorized use or disclosure. Notwithstanding anything to the contrary in this Agreement, the Recipient may disclose Confidential Information (i) to the extent required by applicable law, regulation, subpoena, court or agency order, or valid request under any applicable open records or freedom of information law (including, with respect to any Recipient that is a “public body” under the Oklahoma Open Records Act, in response to a request thereunder), and (ii) to its attorneys, auditors, and professional advisors who are subject to obligations of confidentiality no less protective than those set forth herein; provided that, where legally permissible, the Recipient shall use reasonable efforts to give the Discloser prompt notice of any such required disclosure so that the Discloser may seek a protective order or other appropriate remedy at its own expense. Notwithstanding the foregoing, we may disclose your Confidential Information to our subcontractors and providers who have signed confidentiality agreements with us containing protections not materially less protective of the Confidential Information than those herein, to the extent necessary for us to perform our obligations under this Agreement. Likewise, you may disclose our Confidential Information to your contractors, consultants, and service providers (including outside legal counsel and advisors) who are assisting you in connection with this Agreement and who are bound by confidentiality obligations no less protective than those set forth herein.

6.2 Exceptions. The obligations in Section 6.1 do not apply to Confidential Information which: (a) was rightfully in possession of or known to the Recipient without any obligation of confidentiality prior to receiving it from the Discloser, as evidenced by the Recipient’s records; (b) is or becomes publicly available without breach of this Agreement by the Recipient; (c) becomes known or available to the Recipient from a source other than the Discloser without a restriction on use or disclosure of such Confidential Information; or (d) is independently developed by the Recipient without use of or reference to the Discloser’s Confidential Information.

6.3 Compelled Disclosure. If the Recipient is required by applicable law or legal process to disclose any Confidential Information, it shall, if permitted, prior to making such disclosure, use commercially reasonable efforts to notify the Discloser of such requirements to afford the Discloser the opportunity to seek, at the Discloser’s sole cost and expense, a protective order or other remedy.

6.4 Equitable Relief. You and we acknowledge that the unauthorized use or disclosure of Confidential Information may cause irreparable harm to the Discloser. Accordingly, you and we agree that the Discloser shall be entitled to seek equitable relief, including injunctive relief, in addition to all other remedies available at law for any threatened or actual breach of this Agreement with respect to Confidential Information.

7. Term and Termination.

7.1 Term. The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until the term stated on all Order Forms and Statements of Work has expired or has otherwise been terminated. The term of each Order Form or Statement of Work will be as set forth on the Order Form or Statement of Work.

7.2 Termination by us. We may terminate this Agreement effective on written notice to you, if you, (i) fail to pay any amount when due hereunder, and such failure continues more than thirty (30) days after our delivery of written notice to you thereof; (ii) breach any of your obligations under Section 2.2 or Section 6, (iii) breach any provision of this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after we provide you with written notice of such breach; or (iv) terminate or suspend your business, become subject to any bankruptcy or insolvency proceeding under federal or state statutes, become insolvent or become subject to direct control by a trustee, receiver or similar authority, or have wound up or liquidated your business voluntarily or otherwise. If we terminate this Agreement pursuant to this Section 7.2, all Service Fees that would have become payable had the Agreement remained in effect until expiration of the current term of each Order Form and/or Statement of Work will become immediately due and payable, and you agree to pay such Service Fees, together with all previously-accrued but not yet paid Service Fees, on receipt of our invoice therefor.

7.3 Termination by you. You may terminate this Agreement effective on written notice to us, if we: (i) breach any material provision of this Agreement and such breach remains uncured sixty (60) days after you provide us with written notice of such breach; and (ii) without penalty to us, in the event we terminate or suspend our business without providing for the continued support and maintenance of the Services, become subject to any bankruptcy or insolvency proceeding under federal or state statutes, become insolvent or become subject to direct control by a trustee, receiver or similar authority, or have wound up or liquidated our business voluntarily or otherwise. If you terminate this Agreement pursuant to this Section 7.3, you will pay us all Service Fees owed as of the effective date of such termination, including any applicable taxes.

7.4 Effect of Termination. Termination or expiration of an individual Order Form or Statement of Work will not be deemed a termination of this Agreement so long as other Order Forms or Statements of Work remain in effect. Termination of this Agreement will, however, terminate all outstanding Order Forms and Statements of Work.

7.5 Survival. Sections 1 (Definitions), 2 (Restrictions), 4 (Intellectual Property), 5 (Service Fees) 6 (Confidential Information), 7.4 (Effect of Termination), 7.5 (Survival), 8.2 (Warranty Disclaimer), 9 (Indemnification), 10 (Limitations of Liability), 11 (Third-Party Services), 12 (Mapping Limitations), 13 (Risk Scoring), 17 (Employee Non-Solicitation), 18 (Notices) and 19 (General Provisions) will survive termination or expiration of this Agreement.

8. Limited Warranties and Warranty Disclaimer.

8.1 Limited Warranties. We warrant that (i) the Services shall operate substantially in accordance with the documentation provided by us when accessed and used in accordance with such documentation; and (ii) any Professional Services will be provided by us in a professional and workmanlike manner and substantially in accordance with the specifications in the applicable Order Form or Statement of Work.

8.2 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KORTERRA HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND WHETHER, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR AS TO THE QUALITY, UTILITY OR PERFORMANCE OF THE SERVICES, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED. KORTERRA FURTHER MAKES NO WARRANTY THAT (i) THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES WILL BE AVAILABLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL ACCESSED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM KORTERRA SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. THE WARRANTIES IN SECTION 8.1 DO NOT APPLY, AND KORTERRA STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY SERVICES. BETA SERVICES ARE PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS, EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

9. Indemnification. Public Entity Limitation. *If you are a municipality or other public entity subject to laws or constitutional provisions that prohibit indemnification obligations, then the indemnity obligations set forth in this Section 9 shall not apply to the extent such indemnification is prohibited under applicable law. However, this does not relieve you of liability for your own negligent or wrongful acts or omissions to the extent permitted by applicable law.*

IP Infringement Indemnification by KorTerra: KorTerra shall, at its expense, defend you against any claim, demand, suit, or proceeding made or brought against you by a third party alleging that the Services infringe or misappropriate such third party's United States intellectual property rights (an "Infringement Claim"), and shall indemnify you for any damages, attorney fees and costs finally awarded against you as a result of, or for amounts paid by you under a settlement approved by KorTerra in writing of, an Infringement Claim. The foregoing obligation does not apply to the extent the Infringement Claim arises from: (i) Your Data; (ii) use of the Services in combination with any data, software, hardware, equipment, or technology not provided by KorTerra, if the Services would not be infringing without such combination; (iii) modifications to the Services not made by KorTerra; or (iv) your continued use of the Services after being notified of the alleged or actual infringement and provided with a replacement, modified, or alternative version that would have avoided the infringement.

10. Limitations of Liability. IN NO EVENT WILL KORTERRA BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER KORTERRA WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL KORTERRA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE AMOUNTS ACTUALLY PAID TO KORTERRA UNDER THE ORDER FORM OR STATEMENT OF WORK FOR THE SERVICES OR PROFESSIONAL SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE.

11. Third-Party Services. Through the Services, you may have access to third-party applications, databases, directories, information, maps, networks, products, programs, servers, services, software, systems, or websites, (collectively, "Third-Party Services"). We have no control over such Third-Party Services and we disclaim any and all

responsibility and liability for the content, operation, or use of such Third-Party Services. All Third-Party Services are provided on an “as-is” basis, with no warranties of any kind.

12. Mapping Limitations. All maps are provided for REFERENCE AND INFORMATIONAL PURPOSES ONLY. All map features contained therein are APPROXIMATIONS, and are not accurate to surveying or engineering standards. We make no representation, warranty or guarantee as to the content contained on any map (which may have been derived from third party sources), regarding accuracy, timeliness, or completeness of any of the data provided therein, and assume no legal responsibility or liability for the information contained on any map. Any use of any map with respect to accuracy and precision shall be your sole responsibility and you should not act, or abstain from acting, based upon mapping information obtained from the Services.

13. Risk Scoring. All excavations carry the risk of an excavator causing damage to a buried facility. The use of KorTerra’s Risk Scoring functionality is intended to assist in identifying Tickets which may have an elevated level of risk to enable our customers to make informed decisions and best mitigate the risk of damage. A decision to perform or not perform a locate should not be based on the results of a risk score.

14. Data Archival, Accessibility, and Retrieval. All data stored in the Services as a result of your direct interactions with and use of the Services (“**Transactional Data**”) will be retained by us and accessible to you during your use of the Services. Transactional Data not created or modified within the prior 24 months may be moved to and accessible through an archival site. For reporting made available through KorTerra Business Insights, Transactional Data will be available for a lookback period of 36 months. Notwithstanding the foregoing, we are not obligated to retain Your Data (of which Transactional Data is a subset) after the effective date of termination of this Agreement. If requested by you prior to the effective date of termination of this Agreement, we will provide to you, as a Professional Service, an export of the then most recent Transactional Data maintained by us, provided that all outstanding Service Fees and any amounts payable as a result of such termination have been paid. Pricing for such Professional Service will be provided based on our then-current rates and the volume of data requested for extraction.

15. Storage Limits and Additional Storage. KorTerra Visual Evidence includes storage of up to 100GB, unless otherwise specified on the applicable Order Form, for all photos, sketches, and other files uploaded by you through your use of the Service. Additional storage can be purchased if needed by contacting KorTerra. You are responsible for monitoring your storage usage and ensuring you do not exceed your allotted storage capacity. If you exceed your allotted storage capacity, we reserve the right to invoice you, and you agree to pay, for such additional storage usage. In the event you do not purchase additional storage capacity, we reserve the right to restrict your upload of additional files through your use of the Service. You may request up to once per quarter for aging attachment data to be removed from the Service. Upon request, data can be bulk offloaded and provided to you via physical removable media for an additional fee.

To increase the efficiency of attachment storage usage, images of compatible file types such as JPEGs may be compressed and resized when uploaded to the Service. Images are stored with the original aspect ratio maintained but may be resized to a maximum height or width of 1080 pixels and compressed using 70% JPEG image compression. We are not liable for any loss in image resolution or quality resulting from the compression and resizing process. You may request to disable image compression and resizing for your account by contacting KorTerra Support, however, this will result in larger file sizes and increased storage utilization, which may in turn result in additional fees. We are not liable for any loss or corruption of files stored via the Service.

16. Facility Mapping. Facility Mapping in KorTerra Ticket Management includes configuration of up to 10 facility layers. More layers can be made available to you for an additional fee. If you choose to make your maps available to us via a WMS endpoint hosted by you, you are responsible for ensuring that the endpoint is accessible and functional. Alternatively, KorTerra can host your facility maps on your behalf by you providing GIS files in the shapefile (SHP)

format. Updated copies of each shapefile may be provided up to quarterly, with more frequent updates being available for an additional fee.

17. Employee Non-Solicitation. During the term of this Agreement and for two (2) years thereafter, you agree that you will not directly or indirectly, solicit for employment, hire, employ or otherwise retain as an independent contractor, any of our employees who been involved in the provision of Services to you. Notwithstanding the foregoing, you shall not be in breach of this prohibition by hiring any such employee as a result of the employee responding to a generally published advertisement for employment or that employee's contacts with a placement agency initiated by the employee.

18. Notices. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (i) the delivery date if delivered personally; (ii) one (1) business day after deposit with a nationally recognized overnight carrier, with written verification of receipt, (iii) five (5) business days after the mailing date whether or not actually received, if sent by U.S. certified mail, return receipt requested, postage and charges pre-paid or any other means of rapid mail delivery for which a receipt is available; or (iv) the day of sending by email. Notices to KorTerra must be sent to: KorTerra, Inc., Attn: President, 1851 Lake Drive West, Chanhassen, MN 55317, or legalnotices@korterra.com; notices to you will be sent to the physical address set forth above or provided via email to jhanewinkel@brokenarrowok.gov. Either party may update its address by giving notice to the other party in accordance with this Section.

19. General Provisions.

19.1 Dispute Resolution. Prior to instituting formal legal proceedings, the parties agree to attempt to resolve all disputes arising out of or relating to this Agreement informally. To invoke this process a party shall appoint a designated executive with authority to settle the matter and request that the other party do the same. The other party shall make such appointment within five (5) days of receipt of the request. The designated executives shall then have up to thirty (30) days to attempt in good faith to resolve the matter. The informal dispute resolution process shall terminate at the end of the thirty (30) day period unless extended by mutual agreement. Disputes not resolved by informal dispute resolution as provided in this Section may be resolved by litigation, subject to Section 19.2, unless the parties mutually agree to an alternative dispute resolution method such as arbitration. Nothing in this Section shall prevent, or be construed as preventing, a party from (a) instituting formal proceedings to avoid the expiration of any applicable limitations period, or (b) seeking injunctive or other equitable relief in a court of appropriate jurisdiction. The parties agree that all negotiations pursuant to this Section will be confidential and therefore treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions.

19.2 Governing Law and Venue. This Agreement is governed by and construed in accordance with the laws of the State of Oklahoma **Minnesota** without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other jurisdiction.

19.3 Successors and Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms and Statements of Work), without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Each party shall promptly provide notice of any such assignment. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

19.4 No Waiver. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof.

19.5 Force Majeure. Neither party shall be required to perform any term, condition or covenant of this Agreement to the extent such performance is delayed or prevented by labor difficulties, governmental orders, civil commotions, pandemics, acts of God, or other conditions or circumstances beyond either party's reasonable control. We shall not be liable for interruptions caused by failure of equipment or services not provided by us, failure of communications, power outages, or other interruptions not within our complete control, and we shall not be liable for performance deficiencies caused or created by your equipment. We shall not be liable if changes in operation, procedures, or the Services require modification or alteration of your equipment, render the same obsolete or otherwise affect its performance. The foregoing shall not excuse either party from the payment of any monies due pursuant to this Agreement.

19.6 Severability. Each provision of this Agreement is intended to be severable. In the event that any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

19.7 Marketing. You hereby grant to us the express right to use your company name and logo in marketing, sales, financial, and public relations materials and other communications solely to identify you as our customer. We hereby grant to you the express right to use our name and logo solely to identify us as a provider of services to you. Other than as expressly stated herein, neither party shall use the other party's trademarks or service marks without the prior written permission of the other party.

19.8 Entire Agreement and Order of Precedence. This Agreement, including and together with any related Order Forms or Statements of Work, constitutes the entire agreement between you and us pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No purchase order or other ordering document (excluding Order Forms or Statements of Work) submitted by you that purports to modify or supplement the terms of this Agreement shall add to or modify the terms of this Agreement in any way. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the applicable Statement of Work.

19.9 No Third-Party Beneficiaries. Nothing in this Agreement is meant to create or creates any rights, obligations, or benefits directly or indirectly to any party not a signatory of this Agreement.

19.10 Privacy Policy. KorTerra's collection, use, and disclosure of personal data in connection with the Services is governed by our Privacy Policy, available at <https://www.korterra.com/privacy-policy>, which is incorporated by reference into this Agreement. KorTerra may update the Privacy Policy from time to time, and continued use of the Services constitutes acceptance of the current version.

19.11 Relationship. The sole relationship between you and us is that of independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary relationship, or employment relationship between the parties.

19.12 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

19.13 Counterparts; Electronic Copies. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement. Signatures transmitted by electronic mail in “portable document format” (“.pdf”), or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

19.14 Amendments. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each party.

The parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized representatives.

Broken Arrow Municipal Authority

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

Approved as to form: D. Graham Parker
Assistant City Attorney

KorTerra, Inc.

By:  _____

Name: _____ Mitch Stendal

Title: _____ President



City of Broken Arrow

Request for Action

File #: 25-1578, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 11-17-2025

Title:

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

Background:

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

In an effort to keep the governing body and the public apprised of administration's contractual actions. Staff is submitting the following contracts, including professional consultant contracts and amendments, and construction contracts not subject to the State of Oklahoma Public Competitive Bid Act, for notification purposes only.

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

1. Agreement for Professional Consulting Services - Ordinance Updates for pH and Surcharge Criteria and SIU Permit Limit Evaluation - Hardgrave Environmental Management (HEM)

No further action is required by Council.

Cost: 1: \$2,500.00 - Professional Services

Funding Source: 1: Engineering and Construction Professional Services

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

Approved By: City Manager's Office

Attachments: 1: Agreement for Professional Consulting Services - Ordinance Updates for pH and Surcharge Criteria and SIU Permit Limit Evaluation - Hardgrave Environmental Management (HEM)

Recommendation:

No Action Required

BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)
PROFESSIONAL SERVICES AGREEMENT
FOR
THE CITY ORDINANCE UPDATES FOR PH AND SURCHARGE CRITERIA AND SIU
PERMIT LIMIT EVALUATION

1. Professional Service Provider:

- a. Name: Hardgrave Environmental Management (HEM)
- b. Telephone No.: 918-319-8407
- c. Address: 9410 S. Elwood Ave., Ste 105, Jenks, OK 74037.

2. Project Title and Location: City of Broken Arrow Pretreatment Ordinance Update for PH and Surcharge Criteria and SIU permit Limit Evaluation.

3. Contract for: Providing detailed review of pretreatment ordinance and any language in the ordinance that is necessary to be updated to support the City of Broken Arrow's compliance with the Oklahoma Department of Environmental Quality (ODEQ). 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 a lump sum amount that is Not to Exceed Two Thousand Five Hundred and 00/100 (\$2,500.00) to perform technical services to produce the necessary language and document for inclusion of pH and surcharge ordinance updates with ODEQ approval. 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 60 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 it is 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:

By: Michael Spurgeon
Michael L. Spurgeon
General Manager

Date: 11/4/2025

Attest: Curtis Green
Secretary [Seal]

Date: 11/4/2025

Approved as to form:



Professional Service Provider:
Hardgrove Environmental Management (HEM)

By: Joseph H. HEM

Title: Owner

Date: 11/4/2025

Attest: Nina Spigwater
By:

Title: CSR

Date: 11/4/2025

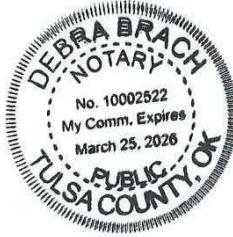
D. Graham Parker
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
County of Tulsa)

Before me, a Notary Public, on this 4th day of November 2025, personally appeared Joseph Hardgrave, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Owner (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 s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Debra Brach
Notary Public



**BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)
PROFESSIONAL SERVICES AGREEMENT
FOR
THE CITY ORDINANCE UPDATES FOR PH AND SURCHARGE CRITERIA AND SIU
PERMIT LIMIT EVALUATION**

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Services and Related Support Services associated with the ordinance updates for the City of Broken Arrow from execution of this contract for 60 calendar days. Services performed to provide technical services to include reviewing existing SIY permits and ordinances to ensure existing permit conditions reflect current City ordinances. 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 perform the technical services to produce the necessary language and documents for inclusion of pH and surcharge ordinance updates into the approved pretreatment program by a minor program modification to be submitted to the ODEQ. Professional services shall also include notice of major conflicts in ordinance that does not support requested changes to ODEQ.

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

[END OF ATTACHMENT A]



Hardgrave Environmental Management
9410 S. Elwood Ave. Ste. 105, Jenks, OK 74037

918-319-8407
HEM@hardgraveem.com

**PROPOSAL for SERVICES
CITY OF BROKEN ARROW
CITY ORDINANCE UPDATES for pH and SURCHARGE CRITERIA
& SIU PERMIT LIMIT EVALUATION**

Date: October 7, 2025

By: Hardgrave Environmental Management (HEM)

To: Ashley Rhea
Water Resources Coordinator
City of Broken Arrow, Utilities Department
PO Box 610, Broken Arrow, OK 74013

The proposal provided is to perform the technical services to produce the necessary language and documents for inclusion of pH and surcharge ordinance updates into the Approved Pretreatment Program by a minor program modification to be submitted to the Oklahoma Department of Environmental Quality (ODEQ) for approval.

HEM will review and support the City of Broken Arrow to update the referenced ordinances within the City of Broken Arrow Code of Ordinances based on utilizing all data provided by the City of Broken Arrow and currently available. HEM will also conduct a review of the existing SIU permits to ensure that the existing permit conditions reflect current City Ordinances and best professional judgment on a case-by-case basis. The City of Broken Arrow is responsible solely for any legal services necessary to complete the associated work in accordance with State and Federal rules and guidelines. A work review summary may be provided after project completion upon request.

HEM agrees to provide services related to the City of Broken Arrow Industrial Pretreatment Program as described above for the total price of Two Thousand Five Hundred dollars (\$2,500.00) as follows:

<u>Work Item Description</u>	<u>Estimated Completion Time</u>
Ordinance Review and Support for DEQ Submittal	Sixty (60) Days
Fee: \$2,500	
Deliverables: Work Summary as Requested	



Hardgrave Environmental Management
9410 S. Elwood Ave. Ste. 105, Jenks, OK 74037

918-319-8407
HEM@hardgraveem.com

You may authorize HEM to proceed with the services as described in this proposal by signing below and returning a copy of this proposal by email to HEM@hardgraveem.com. This proposal is valid only if authorized within 60 days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with the City of Broken Arrow to complete these services. If you have any questions or comments regarding this proposal or require additional services, please call me at (918) 319-8407.

Sincerely,

Hardgrave Environmental Management, LLC



Joseph M. Hardgrave
Owner

I hereby accept this proposal and retain the services of HEM. Please sign below and return via email:

Approved and Accepted By:

Print Name

Title

Signature

Date



City of Broken Arrow

Request for Action

File #: 25-1594, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 11-17-2025

Title:

Acknowledgement of receipt of Oklahoma Department of Environmental Quality (ODEQ) Permit No. WT000073250845 for construction of the Verdigris River Water Treatment Plant On-Site Hypochlorite Generation System Brine Tank (Project No. 2154350)

Background:

Plans and specifications were submitted to ODEQ on September 3, 2025. The plans were approved. The Permit to Construct was signed on November 7, 2025 and received on November 7, 2025.

Cost: \$0

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: ODEQ Permit to Construct Approval Letter-2154350

Recommendation:

Acknowledgement of receipt of Oklahoma Department of Environmental Quality (ODEQ) Permit No. WT000073250845 for construction of the Verdigris River Water Treatment Plant On-Site Hypochlorite Generation System Brine Tank (Project No. 2454140)

November 7, 2025

Mr. Kenneth Schwab, Assistant City Manager
Broken Arrow Municipal Authority
220 South First Street
Broken Arrow, Oklahoma 74012

Re: Permit No. WT000073250845
Verdigris River Water Treatment Plant System Improvements
PWSID No. OK1021508

Dear Mr. Schwab:

Enclosed is Permit No. WT000073250845 for the construction of one (1) new brine storage tank and all appurtenances to serve the Broken Arrow Municipal Authority, Wagoner County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by the Department of Environmental Quality ("DEQ") on November 7, 2025. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by DEQ before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the Broken Arrow Municipal Authority, after which it should be made a matter of permanent record.

Approved plans and specifications are available upon request.

Respectfully,



Ginger Sharkness, P.E.
Construction Permit Section
Water Quality Division

Enclosure

**PERMIT No. WT000073250845
PWSID No. OK1021508**

PERMIT TO CONSTRUCT

November 7, 2025

Pursuant to O.S. 27A 2-6-304, the Broken Arrow Municipal Authority is hereby granted this Tier I Permit to construct one (1) new brine storage tank and all appurtenances to serve the Verdigris River Water Treatment Plant, located in SE 1/4 of the SE 1/4 of the NW 1/4 of Section 2, T-18-N, R-16-E, Wagoner County, Oklahoma, in accordance with the plans approved on November 7, 2025.

Sludge will be disposed of in accordance with applicable rules and regulations regarding the disposal of waste sludges.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with OAC 252:631, and to comply with Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirement for certified operators.

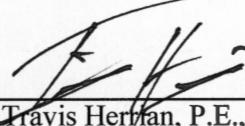
This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible for ensuring that the project receive supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted and no invalid information has been presented in applying for the permit.
- 4) That the Oklahoma Department of Environmental Quality ("DEQ") shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 5) That the issuing of this permit does not relieve the responsible parties from any damage which may accrue as the result of the location and operation of the plant in this area.
- 6) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 7) That any deviations from approved plans or specifications affecting capacity, flow, or operation of units must be approved by DEQ before any such deviations are made in the construction of this project.
- 8) That any notations or changes recorded on the official set of plans and specifications in DEQ files shall be part of the plans as approved.

PERMIT No. WT000073250845
PWSID No. OK1021508

- 9) That the water leaving the plant will be non-corrosive as determined by a calcium carbonate saturation index (Langelier index), and the water shall contain at least 1.0 mg/l free chlorine or 2.0 mg/l of combined chlorine.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by DEQ.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 et seq. For information or a copy of the General Permit (OKR10) for Stormwater Discharges from Construction Activities, Notice of Intent form, Notice of Termination form, or guidance on preparation of a Pollution Prevention Plan, contact the Stormwater Unit of Environmental Complaints and Local Services Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-6100.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions or provisions.



Travis Herman, P.E., Engineering Manager
Construction Permit Section
Water Quality Division



City of Broken Arrow

Request for Action

File #: 25-1576, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 11-17-2025

Title:

Approval of and authorization to rescind the purchase and installation of (15) HVAC Replacement units and (1) mini-split system for the City of Broken Arrow Operations Office Building, from Trane Company pursuant to the OMNIA Partners Purchasing Cooperative

Background:

On October 21, 2025, the Broken Arrow Municipal Authority (BAMA) authorized the purchase and installation of fifteen (15) HVAC replacement units and one (1) mini-split system for the City of Broken Arrow Operations Office Building, from Trane Company pursuant to the OMNIA Partners Purchasing Cooperative. The agenda item on October 21st was 25-1439.

The Maintenance Services Division budgeted for the replacement of the HVAC systems as part of the FY2026 Capital Improvement Program, under Project 2651030 in the amount of \$288,000.

A proposal was obtained from Trane Company through the OMNIA Cooperative Purchasing Contract #Racine 3341, which included the purchase and installation of (15) split systems and (1) mini-split system, along with a 5-year parts and 7-year compressor warranty, and a 5-year labor warranty for defective parts.

The OMNIA Cooperative Purchasing Contract complies with Section 2-27(b)(5) of the Broken Arrow Code of Ordinances, which allows exceptions to the competitive bidding process when utilizing approved state contracts or purchasing consortiums.

Although the purchase was approved by BAMA on October 21st, 2025, a purchase order has not been issued to Trane Company. At this time, staff recommends rescinding the previous authorization to execute the agreement to allow for further review and coordination of project timing and budget alignment.

Cost: None

Funding Source: Project String 2651030-2205100-570150

Requested By: Ryan Baze, Director of Maintenance Services

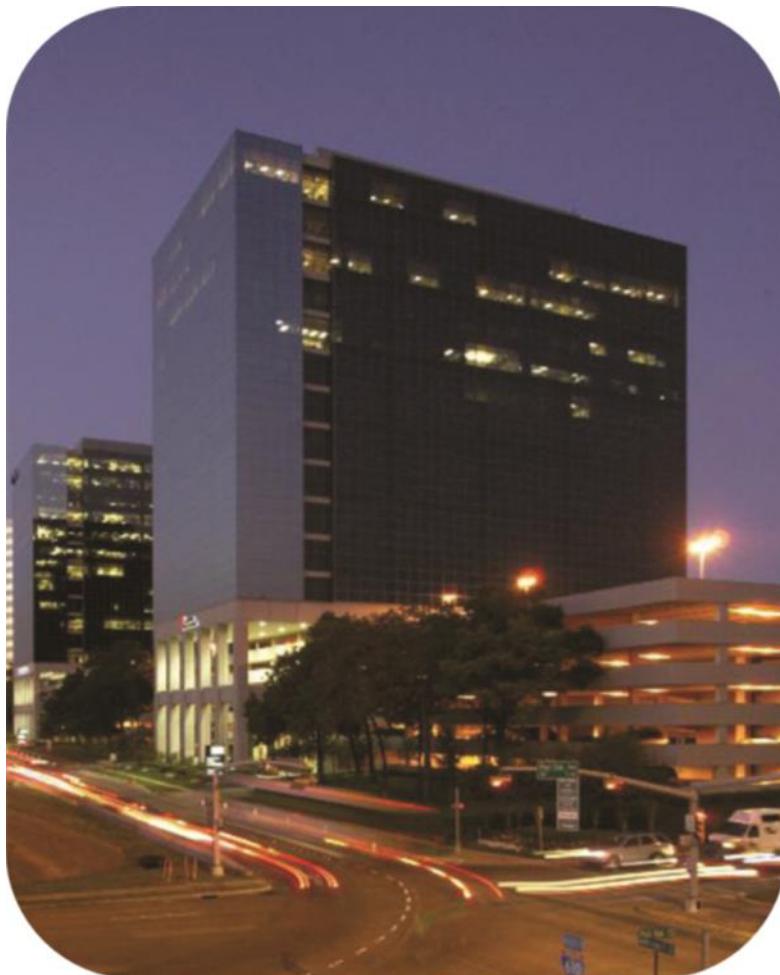
Approved By: City Manager's Office

Attachments: OOB TRANE

Recommendation:

Approval of and authorization to rescind the purchase and installation of (15) HVAC Replacement units and (1) mini-split system for the City of Broken Arrow Operations Office Building, from Trane Company pursuant to the OMNIA Partners Purchasing Cooperative

Trane Turnkey Proposal



Turnkey Proposal For:
Broken Arrow City Of

Local Trane Office:
Trane U.S. Inc.
2201 N. Willow Avenue
Broken Arrow, OK 74012

Local Trane Representative:
Blake Faluotico
Office Phone: (918) 613-4771

Proposal ID: 7981855
COOP Quote Number: L2-QtRAAW-24-008
COOP or Federal Contract ID: OMNIA
Racine #3341

Date: September 30, 2025



Trane Turnkey Proposal Executive Summary

Trane is pleased to present a solution to help Broken Arrow City Of reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Broken Arrow City Of to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is \$288,180.29 USD. This investment will provide Broken Arrow City Of with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Broken Arrow City Of for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Blake Faluotico
Trane U.S. Inc.

Prepared For: Broken Arrow City Of	Date: September 30, 2025
Job Name: Operations building unit replacements	Proposal ID: 7981855
Delivery Terms: Freight Allowed and Prepaid – F.O.B. Factory	Payment Terms: Net 30
State Contractor License Number:	Proposal Expiration Date: 30 Days

Scope of Work

“Scope of Work” and notations within are based on the following negotiated scope of work with the City of Broken Arrow and based on the site surveys performed during the year of 2025 between Blake Faluotico, Rob Holt and Jeff Ocker.

Turnkey Installation of HVAC Equipment

- Split systems HVAC is near the end of life and has outdated R-22 refrigerant – 15 systems need replaced. System #2 was replaced in 2023 and will not be replaced.
- 1.5 ton mini split system equipment is near end of life and R-22 refrigerant.
- Provide and install replacement of all units listed above and below in scope of work. Trane factory start-up and commissioning of new units.

Mechanical Installation

Replace 15 Furnace systems:

1. Install 15 95% AFUE condensing furnaces with ECM motors.
2. Install 15 indoor coils.
3. Install 15 condensing units. 11.0 EER
4. Evacuate and recover refrigerant.
5. Review all IO&M manuals for new requirements.
6. Disconnect the piping and prepare for new units.
7. Remove the equipment and legally dispose of it.
8. Set the new condensing units on the existing concrete pad.
9. Replace refrigerant piping that is not properly sized, provide new insulation for exterior line sets and any accessible damaged insulation.
10. Connect the new furnaces to existing PVC flues and combustion airs, if they meet manufacturer's requirements as specified in IOM. Provide new flue piping as required
11. Install dirt legs on existing gas piping and connect to new furnaces.
12. Install condensate overflow safety switches on new coils and connect to system.
13. Reconnect existing electrical to new systems.
14. Install new set of air filters.
15. Connect new coil drain with trap and clean out to existing copper condensate piping.

16. Furnish and install new furnace drains to new $\frac{3}{4}$ " PVC drains and extend to floor drain, cap copper drain piping. Trane furnaces have an internally trap with clog sensor that will not tolerate external traps.
17. Add supports to gas piping so that furnace or gas valve is not carrying the weight.
18. Reverse gas piping to opposite side as required to maintain clearances, where required.
19. Start system and check for proper operation.
20. Install required components for R454B safety systems.
21. Seal furnace system air leaks.
22. Install new set of air filters.
23. Prepare for third party system test and balance, participate as required.
24. All copper refrigerant piping to be brazed joints. No pressed fittings allowed.

Replace Mini split system:

1. Install mini split indoor unit with ECM motors.
2. Install condensing units.
3. Evacuate and recover refrigerant.
4. Review all IO&M manuals for new requirements.
5. Disconnect the piping and prepare for new unit.
6. Remove the equipment and legally dispose of it.
7. Set the new condensing unit on the existing concrete pad.
8. Replace refrigerant piping that is not properly sized, provide new insulation for exterior line sets and any accessible damaged insulation.
9. Connect refrigerant and condensate piping.
10. Start-up unit and check for proper operation

Electrical Scope of Work:

1. Shutdown HVAC systems and lock out/tag out equipment.
2. Disconnect equipment and reconnect after new component installation.
3. Relocate temperature controls sensors.
4. Install new thermostats and reconnect.
5. Wire overflow switches.

Exclusions: Electrical, structural modifications not described in the scope of work for the project. No controls on the project besides thermostat control. This is like for like replacement. No line set replacement.

Tag Data - VRF Accessory (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	JV_ACC-1	1	VRF Accessory (JV_ACC)	

Product Data - VRF Accessory
Item: A1 Qty: 1 Tag(s): JV_ACC-1

1 SS610E-DRAIN PAN LEVEL SENSOR/CONTROL
 1 X87-721-PUMP MAXI-BLUE 230V
 1 MLS141212T-65-DB L-SET TWIN TUBE (INDIVIDUAL BOX)
 1 DRX-16-FLEXIBLE DRAIN HOSE 5/8DIA x 164FT
 1 QSMS2402M-24" DUAL FAN STAND - MITSUBISHI COLOR
 1 SW164-50-MINI-SPLIT WIRE, 16GA. 50'
 1 WB-PA4-WIND BAFFLE
 1 WB-RE4-REAR WIND BAFFLE
 1 WB-SD4-SIDE WIND BAFFLE

Tag Data - VRF Controls (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
B1	JV_CTRL-1	1	VRF Controls (JV_CTRL)	

Product Data - VRF Controls
Item: B1 Qty: 1 Tag(s): JV_CTRL-1

1 TAC-YT53CRAU-J Simple MA Controller (Field Installed)
5yr Parts/7yr Compressor AND 5yr Labor Warranty on defective parts.

Tag Data - Ductless Split (P Series) (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
C1	Mini	1	Ductless Split (P Series) (JV_P)	

Product Data - Ductless Split (P Series)
Item: C1 Qty: 1 Tag(s): Mini

PUZ-A18NKA7
 TPKA0A0181LA10A Wall Mounted
5yr Parts/7yr Compressor AND 5yr Labor Warranty on defective parts.

Tag Data - Split System Air Conditioning Units (Small) (Qty: 15)

Item	Tag(s)	Qty	Description	Model Number
D1	F-1, F-5, F-6, F-7, F-14	5	1.5 - 5 Ton Unitary Split Systems (SSC)	5TTA4060A3 - S9X2D120U5PSB - 5TXCD010AS3HC
D2	F-3, F-11, F-15, F-16	4	1.5 - 5 Ton Unitary Split Systems (SSC)	5TTA4036A3 - S9X2B080U4PSB - 5TXCB006AS3HC
D3	F-8, F-12, F-13	3	1.5 - 5 Ton Unitary Split Systems (SSC)	5TTA4048A3 - S9X2C100U5PSB - 5TXCC007AS3HC
D4	F-4, F-9	2	1.5 - 5 Ton Unitary Split Systems (SSC)	5TTR4024A1 - S9X2B060U4PSB - 5TXCB004AS3HC
D5	F-10	1	1.5 - 5 Ton Unitary Split Systems (SSC)	5TTR5018A1 - S9X1B040U3PSB - 5TXCB003AS3HC

Product Data - Split System Air Conditioning Units (Small)
All Units

3-Way - Upflow, Horizontal Right or Horizontal Left
 Permanent Split Capacitor Two Speed Inducer
 Standard 24 Volt Control
 5TXC - Aluminum Cased Convertible Coil, R-454B
 TXV-Non Bleed
 Convertible Coil (Upflow/Downflow/Horizontal Left or Right)
 Touchscreen Programmable Thermostat, 4H/2C (Field Installed)

5yr Parts AND Labor Warranty on defective parts.

Item: D1 Qty: 5 Tag(s): F-1, F-5, F-6, F-7, F-14

5TTA4 - Split System Single Stage Cooling Outdoor Unit, Three Phase, R-454B
 5 Ton Nominal Cooling Capacity
 200-230/60/3
 S9X2D - Gas Furnace, 90%+ Efficiency, 2 Stage, Multi-Speed, 24.5" Wide
 120,000 BTUH Heating Input
 5 Ton Airflow Capacity
 24.5" Coil Width
 60 MBH Nominal Cooling Capacity

Item: D2 Qty: 4 Tag(s): F-3, F-11, F-15, F-16

5TTA4 - Split System Single Stage Cooling Outdoor Unit, Three Phase, R-454B
 3 Ton Nominal Cooling Capacity
 200-230/60/3
 S9X2B - Gas Furnace, 90%+ Efficiency, 2 Stage, Multi-Speed, 17.5" Wide
 80,000 BTUH Heating Input
 4 Ton Airflow Capacity
 17.5" Coil Width
 48 MBH Nominal Cooling Capacity

Item: D3 Qty: 3 Tag(s): F-8, F-12, F-13

5TTA4 - Split System Single Stage Cooling Outdoor Unit, Three Phase, R-454B
4 Ton Nominal Cooling Capacity
200-230/60/3

S9X2C - Gas Furnace, 90%+ Efficiency, 2 Stage, Multi-Speed, 21" Wide
100,000 BTUH Heating Input
5 Ton Airflow Capacity
21" Coil Width
48 MBH Nominal Cooling Capacity

Item: D4 Qty: 2 Tag(s): F-4, F-9

5TTR4 - Split System Single Stage Cooling Outdoor Unit, R-454B
2 Ton Nominal Cooling Capacity
200/230/60/1
S9X2B - Gas Furnace, 90%+ Efficiency, 2 Stage, Multi-Speed, 17.5" Wide
60,000 BTUH Heating Input
4 Ton Airflow Capacity
17.5" Coil Width
36 MBH Nominal Cooling Capacity

Item: D5 Qty: 1 Tag(s): F-10

5TTR5 - Split System Single Stage Cooling Outdoor Unit, R-454B
1.5 Ton Nominal Cooling Capacity
200/230/60/1
S9X1B - Gas Furnace, 90%+ Efficiency, 1 Stage, Multi-Speed, 17.5" Wide
40,000 BTUH Heating Input
3 Ton Airflow Capacity
17.5" Coil Width
30 MBH Nominal Cooling Capacity

Pricing and Acceptance

Price

Total Net Price (*excluding sales tax*) \$287,500.00

Financial items not included

- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Blake Faluotico
Trane U.S. Inc.
Cell: 918-613-4771
Office Phone: (918) 250-5522

ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Commercial Turnkey Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.

Submitted By: Blake Faluotico	Cell: 918-613-4771 Office: (918) 250-5522 Proposal Date: September 22, 2025
CUSTOMER ACCEPTANCE Broken Arrow City Of	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative Blake Faluotico
Printed Name	Printed Name
Title	Title Service Account Manager
Purchase Order	Signature Date 9/30/2025
Acceptance Date:	License Number: 43800

TERMS AND CONDITIONS – COMMERCIAL TURNKEY INSTALLATION – Trane Equipment and Related Work

“Trane” or “Company” shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions, and the final Proposal price (“Proposal Price”). If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes.

a. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

b. **Allocation to Trane of Tax Deduction under Section 179D of the Internal Revenue Code.** For calendar tax year(s) in which (a) the provisions of Section 179D of the Internal Revenue Code are in effect and (b) the qualifying property installed as a part of the Services has been placed in service pursuant to Section 179D, Customer agrees to allocate the tax deduction available under Section 179D solely to Trane pursuant to Section 179D(d)(4) and, upon a written request from Trane, shall provide the written form of allocation to the Customer that is required by the Internal Revenue Service.

5. Exclusions from Work. Company's obligation is limited to the Work as written and defined under the scope of Work and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company in accordance with the Change of Work process defined hereunder.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. For Work requiring a longer construction schedule and progress payments, Customer shall pay Company or cause Company to be paid for the Services as follows: (a) **Initial Payment:** For Upon execution hereof, [Initial Payment]% of the Contract Price (for engineering, drafting and other mobilization costs incurred prior to on-site installation) shall be due; and (b) **Progress and Final Payments:** Company will invoice in accordance with the Proposal for all materials and equipment delivered to the job site (or, as applicable, to an off-site storage facility) and for all installation, labor and services performed during the billing period; Customer shall pay all amounts due upon receipt of the invoice and any invoice not paid within ten (10) calendar days of its date shall be past due. All amounts outstanding ten (10) calendar days beyond the due date shall bear interest payable to Trane at the maximum allowable legal rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due from Customer. For all other Work, Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Equipment Location & Access. Customer shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of the equipment and the performance of the installation work, including sufficient areas for staging, mobilization, and storage. Customer shall provide access to the Premises for Trane and its contractors or subcontractors during regular business hours, or such other hours as may be requested by Trane and acceptable to Customer, to install, adjust, inspect, and correct the installation work. Trane's access to correct any emergency condition shall not be restricted by Customer. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. When Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

a. Substantial Completion. When Trane considers that the Services, or a portion thereof, are substantially complete, Trane will submit to Customer a proposed “punch list” listing items of the Services to be completed prior to final completion. Customer and Trane shall inspect the Work (or portion thereof) to determine if the same is substantially complete. (Substantial Completion is defined as the stage in the progress of the Services (or designated portion thereof) when the Work is sufficiently complete so that Customer can occupy or utilize the Services for its intended use.) Customer and Trane shall add to the punch list any item of work that has not been

completed. When the Services (or designated portion thereof) are substantially complete, Customer and Trane shall execute a Certificate of Substantial Completion, setting forth the date of Substantial Completion and shall state the date by which Trane shall complete the items included on the punch list.

b. Final Completion. Upon Customer's receipt of written notice from Trane that the installation work included in the Work is ready for final inspection and acceptance, Customer and Trane shall inspect the installation services and determine whether the same has been performed in accordance with the Proposal. If Customer considers the installation work to have been performed in accordance with the Proposal, Customer shall issue a Certificate of Final Completion and Acceptance, to be executed by an authorized representative of Customer. In the event Trane presents a Certificate of Final Completion and Acceptance to Customer for execution and, within fourteen (14) calendar days from the date noted in the Certificate as the date of such presentation, Customer fails to deliver an executed original of the Certificate to Trane and does not provide to Trane written objections to issuance of the Certificate, providing specific facts as to why the Services have not been finally completed, the Date of Final Completion shall be the date noted in the Certificate as the date the Certificate was submitted to Customer.

11. Changes in Work

a. Customer, by written change order, may request that Trane perform services in addition to the Work ("Change Order"). Trane shall be obligated to perform such additional services only pursuant to a Change Order agreed to and executed by Customer and Trane. The Change Order shall reflect the parties' agreement with respect to the scope of the additional services, the amount of any adjustment in the Proposal Price, and the extent of any adjustment in the contract time.

b. If a Change Order provides for an adjustment to the Proposal Price, such adjustment shall be based on one of the following methods:

- (1) A lump sum agreed to by Customer and Trane;
- (2) Unit prices set forth in this Agreement or subsequently agreed to; or
- (3) Cost of the work ordered plus a fee agreed to by the parties.

c. The following types of costs, which listing is not all-inclusive, shall be included in the determination of the cost of the additional work:

- (1) costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or industry practice or custom, and workers' compensation insurance;
- (2) costs of materials, supplies and equipment, including transportation thereof, whether the same is incorporated or consumed in the additional work;
- (3) the costs of renting machinery and equipment, except hand tools;
- (4) premium costs for all bonds and insurance, permit or other governmental approval or inspection fees, and sales, use or comparable taxes relating to the additional work; and
- (5) additional costs of supervision and field office personnel directly attributable to the additional work.

12. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

13. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

14. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Proposal Price, contract time, or both.

15. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

16. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

17. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

18. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

19. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

20. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, LIQUIDATED INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

21. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL**

COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

22. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

23. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

24 Insurance.

a. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

b. Customer's Liability and Property Insurance. (a) Customer shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Customer deems necessary and appropriate. (b) Customer shall purchase and maintain until Final Payment property insurance for the installation work in progress at least in an amount equal to the Proposal Price, as the same may be adjusted from time to time, for the installation work (including the equipment) on a replacement cost basis with a deductible of no more than \$5,000 from an insurer reasonably acceptable to Trane. Such property insurance shall include the interests of Customer, Trane, and its subcontractors (at whatever tier) as additional insureds as their interests may appear. The property insurance purchased by Customer shall be on an all-risk policy form. The property insurance shall cover portions of the installation work stored off site after written approval of Customer at the value established in the approval. Customer, for itself and its insurance carriers, hereby waives all rights of subrogation against Trane and any of its subcontractors, agents, employees, and officers with respect to property insurance and any other insurance coverages maintained by Customer. (c) A loss insured under Customer's property insurance shall be adjusted by Customer's Insurer as a fiduciary and made payable to Customer as a fiduciary for the insureds, as their respective interests may appear, subject to requirements of any applicable mortgagee clause. Trane shall pay its subcontractors their just shares of insurance proceeds received by Customer and remitted to Trane, and, by appropriate agreements, written where legally required for validity, shall require said subcontractors to make payments to their subcontractors in a similar manner. In its fiduciary role, Customer shall have the power to negotiate and settle a loss with insurers; provided, however, that at least ten (10) days prior to agreeing to the proposed settlement, Customer shall advise the parties in interest in writing of the terms of the same and the parties in interest shall have seven (7) days thereafter to object in writing to the proposed adjustment or settlement; if such objection is made, Customer shall not enter into or agree to the proposed adjustment. (d) Certificates of insurance acceptable to the Customer and to Trane shall be provided by each party to the other prior to commencement of performance of any Services. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the other party. If any of the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment.

25. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

26. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

27. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment

individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

28. Export Laws. The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

29. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

30. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

31. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10 (07072025)
 Supersedes 1-26.251-10(0325)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer. "Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data: Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:

- a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
- b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
- c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
- d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
- e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. **Customer Data: Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. **Customer Data: Compliance with Laws.** Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").

5. **Customer Data: Information Security Management.** Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. **Monitoring.** Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. **Audits.** Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. **Information Security Contact.** Trane's information security contact is Local Sales Office.

9. **Security Incident Management.** Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. **Threat and Vulnerability Management.** Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

11. **Security Training and Awareness.** New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct.

This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. **Secure Disposal Policies.** Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. **Logical Access Controls.** Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. **Contingency Planning/Disaster Recovery.** Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) Data backups; and
 - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. **Return of Customer Data.** If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. **Background Checks** Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. **DISCLAIMER_OF_WARRANTIES.** EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024

Supersedes: November 2023v2



City of Broken Arrow

Request for Action

File #: 25-1579, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 11-17-2025

Title:

Approval of and authorization to award the Lowest Responsible bid to Gober Construction LLC. and approve and authorize execution of a construction contract for the Old Town Houston Street 12" Waterline and Bore Improvements Fort Worth Street to South 9th Street (Project No. 2254401)

Background:

Project includes installation of approximately 150 Linear Feet (LF) of 12" PVC Waterline and 77 LF of Bored 24" Steel Casing. This project also includes waterline service connections, erosion control, concrete work, and other utility construction activities. This project is located along Houston Street from Fort Worth Street to South 9th Street in Broken Arrow, OK. Construction time for this contract will be One Hundred Fifty (150) Calendar days. This Project was advertised with the Storm Water Improvements in the same area (Project SW26010) to ensure proper coordination and efficiency with work for both projects.

This Project was advertised on October 2nd and 9th, 2025. An optional Pre-Bid Meeting was held virtually on October 16th, 2025. There were five (5) bids received on October 23rd, 2025. The lowest bid was Stronghand LLC. For a Bid of \$79,276.21, however, after investigating with references they were found to not be a responsible bidder. City Staff recommends the lowest responsible bid as Gober Construction LLC. for a Bid of \$115,078.00. The Engineer's Estimate for the Bid is \$182,039.00.

Cost: \$115,078.00

Funding Source: OWRB Loan

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

Approved By: City Manager's Office

Attachments: Old Town Houston St. Waterline Bore and Storm Water Improvements Fort Worth St. to S. 9th St. Certified Bid Tabulation, Garver letter of Recommendation of Award

Recommendation:

Award the lowest responsible bid to Gober Construction LLC. and approve and authorize execution of a construction contract for the Old Town Houston Street 12" Waterline and Bore Improvements Fort Worth Street to South 9th Street (Project No. 2254401)

Old Town Houston St. Waterline Bore and Stormwater Improvements Fort Worth St. to S. 9th St. (#9894508)													
Owner: Broken Arrow, City of Solicitor: Broken Arrow, City of 10/23/2025 01:45 PM CDT													
Engineer Estimate						Stronghand LLC		Gober Construction LLC - Tulsa, OK		Magnum Construction, Inc.		Cherokee Pride Construction Inc./ Sapulpa, ok	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
WL Bore	1	BA301	MOBILIZATION	LS	1	\$22,000.00	\$22,000.00	\$16,974.93	\$16,974.93	\$5,000.00	\$25,000.00	\$25,000.00	\$10,000.00
	2	BA310	RIGHT OF WAY CLEARING AND RESTORING	LS	1	\$33,000.00	\$33,000.00	\$5,844.05	\$5,844.05	\$7,000.00	\$10,000.00	\$10,000.00	\$5,000.00
	3	BA314	BORED CROSSING (24" STEEL CASING)	Ln Ft	77	\$935.00	\$71,995.00	\$306.06	\$23,566.62	\$714.00	\$54,978.00	\$1,000.00	\$77,000.00
	4	BA316	PAVEMENT REMOVAL AND REPLACEMENT	Sq Yd	6	\$209.00	\$1,254.00	\$190.71	\$1,144.26	\$800.00	\$4,800.00	\$500.00	\$3,000.00
	5	BA401-1	PVC PIPE INSTALLATION (WATER) (12")	Ln Ft	150	\$154.00	\$23,100.00	\$85.14	\$12,771.00	\$90.00	\$13,500.00	\$600.00	\$90,000.00
	6	BA410A1	BEND (12") (11.25")	Ea	2	\$3,300.00	\$6,600.00	\$1,084.15	\$2,168.30	\$1,000.00	\$2,000.00	\$2,850.00	\$700.00
	7	BA410A3	BEND (12") (14.5")	Ea	4	\$3,300.00	\$12,200.00	\$1,194.99	\$4,779.96	\$1,000.00	\$4,000.00	\$4,100.00	\$16,400.00
	8	BA410F1	RESTRAINED JOINT (12" PVC)	Ea	21	\$330.00	\$6,930.00	\$428.21	\$8,992.41	\$800.00	\$16,800.00	\$525.00	\$11,025.00
	9	BA412A	SERVICE LINE 3/4" INCH	Ea	1	\$1,650.00	\$1,650.00	\$1,085.20	\$1,085.20	\$2,500.00	\$1,050.00	\$1,050.00	\$2,000.00
	10	BA413A1	SERVICE LINE TAP (3/4")	Ea	1	\$1,650.00	\$1,650.00	\$1,415.57	\$1,415.57	\$2,000.00	\$400.00	\$400.00	\$1,000.00
Stormwater Improvements	11	BA432	WATER METER BOX	Ea	1	\$680.00	\$680.00	\$533.91	\$533.91	\$2,500.00	\$675.00	\$675.00	\$1,000.00
	WL Bore Total:						\$182,039.00	\$79,276.21	\$115,078.00	\$240,250.00	\$130,500.00	\$130,500.00	\$238,098.50
	12	201(A)	CLEARING AND GRUBBING	LS	1	\$27,500.00	\$27,500.00	\$6,078.04	\$6,078.04	\$10,000.00	\$15,000.00	\$15,000.00	\$15,000.00
	13	202(A)	UNCLASSIFIED EXCAVATION	CY	1846	\$27.50	\$50,765.00	\$35.53	\$65,588.38	\$20.00	\$36,920.00	\$35.00	\$64,610.00
	14	221(G)	TEMPORARY FIBER LOG	LF	170	\$22.00	\$3,740.00	\$4.06	\$843.20	\$15.00	\$2,550.00	\$22.00	\$3,740.00
	15	221(H)	(PL) TEMPORARY INLET SEDIMENT FILTER	Ea	3	\$275.00	\$825.00	\$302.86	\$1,178.58	\$900.00	\$2,400.00	\$600.00	\$1,000.00
	16	230(A)	SOLID SLAB SODDING (LIKE KIND)	SY	4524	\$7.50	\$33,930.00	\$5.93	\$26,827.32	\$5.00	\$22,620.00	\$5.00	\$22,620.00
	17	303(A)	AGGREGATE BASE TYPE A	CY	209	\$82.50	\$17,242.50	\$72.77	\$15,208.93	\$60.00	\$12,540.00	\$55.00	\$11,495.00
	18	310(B)	SUBGRADE, METHOD B	SY	931	\$7.50	\$6,982.50	\$3.06	\$2,848.86	\$10.00	\$9,310.00	\$13.00	\$12,103.00
	19	402	(PL) TRAFFIC BOUND SURFACE COURSE	Cu Yd	15	\$192.50	\$2,887.50	\$72.47	\$1,087.05	\$115.00	\$1,725.00	\$114.00	\$1,710.00
	20	602(B)	REVESTMENT MATTRESSES	Sq Yd	273	\$93.50	\$25,525.50	\$26.95	\$7,357.35	\$7.50	\$20,475.00	\$130.00	\$35,490.00
	21	610(A)	4" CONCRETE SIDEWALK	SY	174	\$110.00	\$19,140.00	\$96.17	\$16,733.58	\$75.00	\$13,050.00	\$80.00	\$13,920.00
Stormwater Improvements	22	610(B)	6" CONCRETE DRIVEWAY (H.E.S.)	Sq Yd	621	\$93.50	\$30,653.50	\$63.64	\$30,520.44	\$85.00	\$28,785.00	\$95.00	\$58,995.00
	23	610(U)	TACTILE WARNING DEVICE - NEW	Sq Ft	80	\$55.00	\$4,400.00	\$43.48	\$3,478.40	\$100.00	\$8,000.00	\$45.00	\$3,600.00
	24	613(EE)	(SP) 18" CORRUGATED POLYPROPYLENE PIPE	Ln Ft	959	\$93.50	\$89,668.50	\$53.55	\$51,135.45	\$75.00	\$71,925.00	\$90.00	\$86,310.00
	25	613(M)	TYPE A4 CULVERT END TREATMENT	Ea	15	\$825.00	\$12,375.00	\$2,015.01	\$30,225.15	\$2,800.00	\$42,000.00	\$2,000.00	\$30,000.00
	26	613(M)	TYPE AAA CULVERT END TREATMENT	Ea	16	\$1,650.00	\$26,400.00	\$2,763.47	\$44,215.52	\$3,500.00	\$56,000.00	\$2,800.00	\$46,400.00
	27	619(A)	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LS	1	\$11,000.00	\$11,000.00	\$2,816.62	\$2,816.62	\$15,000.00	\$25,000.00	\$25,000.00	\$5,000.00
	28	619(B)	REMOVAL OF ASPHALT DRIVEWAYS	SY	147	\$22.00	\$3,234.00	\$42.41	\$6,234.27	\$65.00	\$9,555.00	\$22.00	\$3,234.00
	29	619(B)	REMOVAL OF CONCRETE DRIVEWAYS	SY	250	\$16.50	\$4,125.00	\$37.47	\$9,367.50	\$45.00	\$11,250.00	\$22.00	\$5,500.00
	30	619(B)	REMOVAL OF GRAVEL DRIVEWAYS	SY	232	\$16.50	\$3,828.00	\$27.62	\$6,407.84	\$35.00	\$8,120.00	\$10.00	\$2,320.00
	31	629(D)	REMOVE AND RESET MAILBOX	Ea	9	\$220.00	\$1,980.00	\$339.21	\$3,052.89	\$1,000.00	\$9,000.00	\$210.00	\$1,890.00
Stormwater Improvements	32	641	MOBILIZATION	Ea	1	\$55,000.00	\$55,000.00	\$36,629.29	\$36,629.29	\$20,000.00	\$20,000.00	\$20,000.00	\$70,000.00
	33	642(B)	CONSTRUCTION STAKING LEVEL II	LSUM	1	\$16,500.00	\$16,500.00	\$2,889.22	\$5,000.00	\$15,000.00	\$15,000.00	\$4,000.00	\$4,000.00
	34	880(U)	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	\$11,000.00	\$11,000.00	\$13,784.20	\$13,784.20	\$20,000.00	\$16,000.00	\$16,000.00	\$2,000.00
	35	SPECIAL	TYPE 1 AC PATCH	SY	308	\$495.00	\$152,460.00	\$93.30	\$28,736.40	\$200.00	\$61,600.00	\$100.00	\$30,800.00
	36	SPECIAL	TYPE B RAMP	Ea	8	\$1,925.00	\$15,400.00	\$1,193.66	\$9,550.88	\$4,000.00	\$32,000.00	\$1,200.00	\$9,600.00
	37	SPECIAL	URBAN RIGHT-OF-WAY RESTORATION	Ea	1	\$22,000.00	\$22,000.00	\$5,768.40	\$5,768.40	\$6,500.00	\$10,000.00	\$10,000.00	\$30,000.00
	38	SPECIAL	PROJECT SIGNS	Ea	2	\$3,850.00	\$7,700.00	\$787.07	\$1,575.94	\$1,500.00	\$3,000.00	\$750.00	\$1,500.00
	39	325	SEPARATOR FABRIC	SY	523	\$5.00	\$2,615.00	\$2.57	\$1,344.11	\$5.00	\$2,615.00	\$3.00	\$1,569.00
	Stormwater Improvements Total:						\$686,285.00	\$440,763.01	\$565,940.00	\$550,206.00	\$712,139.00	\$911,042.50	
	Bid Total:						\$686,324.00	\$519,979.22	\$681,018.00	\$790,456.00	\$842,639.00	\$1,149,941.00	

I Certify this is a true and correct Tabulation of Bids Received at 1:45 on October 23, 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



6100 South Yale
Suite 1300
Tulsa, OK 74136
TEL 918.250.5922
www.GarverUSA.com

November 5, 2025

Environmental Division Manager
Attn: Emily Rowland, P.E.
City of Broken Arrow
PO Box 610
485 N. Poplar Ave.
Broken Arrow, OK 74012

Re: Recommendation of Award for The City of Broken Arrow Old Town Houston St. Waterline Bore and Stormwater Improvement Fort Worth St. to S. 9th St. (#9894508)

Dear Ms. Rowland:

Enclosed is the bid tabulation for the bids received on Thursday, October 23, 2025, for the above referenced project. The following were the apparent proposal results:

CONTRACTOR	STORMWATER	WATERLINE BORE	TOTAL BASE BID
Engineer's Estimate	\$686,285.00	\$182,039.00	\$868,324.00
Stronghand LLC	\$440,703.01	\$79,276.21	\$519,979.22
Gober Construction LLC	\$565,940.00	\$115,078.00	\$681,018.00
Magnum Construction, Inc.	\$550,206.00	\$240,250.00	\$790,456.00
Cherokee Pride Construction Inc.	\$712,139.00	\$130,500.00	\$842,639.00
Cimarron Construction Company	\$911,842.50	\$238,098.50	\$1,149,941.00

Based upon the information supplied the lowest bidder was deemed irresponsible due to multiple negative references supplied in their bid package. As a result, we recommend the award of both the stormwater improvements and waterline bore contracts for the above referenced project to the lowest, responsible bidder, **Gober Construction LLC**.

TOTAL AWARD AMOUNT **\$681,018.00**

Please place this item on the next available council agenda for consideration. Please contact me at (918) 858-4887 should you have any questions or concerns.

Sincerely,
Garver, LLC



Thomas Helwick, P.E.

Attachment: Bid Tabulation

Old Town Houston St. Waterline Bore and Stormwater Improvements Fort Worth St. to S. 9th St. (#9894508)																	
Owner: Broken Arrow, City of Solicitor: Broken Arrow, City of 10/23/2025 01:45 PM CDT																	
Engineer Estimate							Stronghand LLC			Gober Construction LLC - Tulsa, OK		Magnum Construction, Inc.		Cherokee Pride Construction Inc./ Sapulpa, ok		Cimarron Construction Company	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension		
WL Bore	1	BA301	MOBILIZATION	LS	1	\$22,000.00	\$22,000.00	\$16,974.93	\$16,974.93	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$9,526.00	\$9,526.00
	2	BA310	RIGHT OF WAY CLEARING AND RESTORING	LS	1	\$33,000.00	\$33,000.00	\$5,844.05	\$5,844.05	\$7,000.00	\$7,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$46,055.00	\$46,055.00
	3	BA314	BORED CROSSING (24" STEEL CASING)	Ln Ft	77	\$935.00	\$71,995.00	\$306.06	\$23,566.62	\$714.00	\$54,978.00	\$1,000.00	\$77,000.00	\$700.00	\$53,900.00	\$1,637.29	\$126,071.33
	4	BA316	PAVEMENT REMOVAL AND REPLACEMENT	Sq Yd	6	\$209.00	\$1,254.00	\$190.71	\$1144.26	\$800.00	\$4,800.00	\$500.00	\$3,000.00	\$300.00	\$1,800.00	\$397.51	\$2,385.06
	5	BA401-1	PVC PIPE INSTALLATION (WATER) (12")	Ln Ft	150	\$154.00	\$23,100.00	\$85.14	\$12,771.00	\$90.00	\$13,500.00	\$600.00	\$90,000.00	\$250.00	\$37,500.00	\$264.26	\$39,639.00
	6	BA410A1	BEND (12") (11.25")	Ea	2	\$3,300.00	\$6,600.00	\$1,084.15	\$2,168.30	\$1,000.00	\$2,000.00	\$2,250.00	\$5,700.00	\$2,000.00	\$4,000.00	\$1,453.94	\$2,907.88
	7	BA410A3	BEND (12") (145")	Ea	4	\$3,300.00	\$12,200.00	\$1,194.99	\$4,779.96	\$1,000.00	\$4,000.00	\$4,100.00	\$16,400.00	\$2,000.00	\$8,000.00	\$1,714.67	\$6,858.68
	8	BA410F1	RESTRAINED JOINT (12" PVC)	Ea	21	\$330.00	\$6,930.00	\$428.21	\$8,992.41	\$800.00	\$16,800.00	\$525.00	\$11,025.00	\$300.00	\$6,300.00	\$36.00	\$756.00
	9	BA412A	SERVICE LINE 3/4" INCH	Ea	1	\$1,650.00	\$1,650.00	\$1,085.20	\$1,085.20	\$2,500.00	\$2,500.00	\$1,050.00	\$1,050.00	\$2,000.00	\$2,000.00	\$2,448.55	\$2,448.55
	10	BA413A1	SERVICE LINE TAP (3/4")	Ea	1	\$1,650.00	\$1,650.00	\$1,415.57	\$1,415.57	\$2,000.00	\$2,000.00	\$400.00	\$400.00	\$1,000.00	\$1,000.00	\$738.15	\$738.15
Stormwater Improvements	11	BA432	WATER METER BOX	Ea	1	\$680.00	\$680.00	\$533.91	\$533.91	\$2,500.00	\$2,500.00	\$675.00	\$1,000.00	\$1,000.00	\$1,000.00	\$712.85	\$712.85
	WL Bore Total:							\$182,039.00	\$79,276.21	\$115,078.00	\$240,250.00	\$115,000.00	\$240,250.00	\$130,500.00	\$130,500.00	\$238,098.50	\$238,098.50
	12	201(A)	CLEARING AND GRUBBING	LS	1	\$27,500.00	\$27,500.00	\$6,078.04	\$6,078.04	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$19,983.43	\$19,983.43
	13	202(A)	UNCLASSIFIED EXCAVATION	CY	1846	\$27.50	\$50,765.00	\$35.53	\$65,588.38	\$20.00	\$36,920.00	\$35.00	\$64,610.00	\$20.00	\$36,920.00	\$80.51	\$148,621.46
	14	221(G)	TEMPORARY FIBER LOG	LF	170	\$22.00	\$3,740.00	\$4.06	\$843.20	\$15.00	\$2,550.00	\$22.00	\$3,740.00	\$20.00	\$3,400.00	\$14.01	\$2,381.70
	15	221(H)	(PL) TEMPORARY INLET SEDIMENT FILTER	Ea	3	\$275.00	\$825.00	\$302.86	\$1,178.58	\$900.00	\$2,400.00	\$600.00	\$1,800.00	\$1,000.00	\$3,000.00	\$272.85	\$818.55
	16	230(A)	SOLID SLAB SODDING (LIKE KIND)	SY	4524	\$7.50	\$33,930.00	\$5.93	\$26,827.32	\$5.00	\$22,620.00	\$5.00	\$22,620.00	\$5.00	\$22,620.00	\$6.84	\$30,944.16
	17	303(A)	AGGREGATE BASE TYPE A	CY	209	\$82.50	\$17,242.50	\$72.77	\$15,208.93	\$60.00	\$12,540.00	\$55.00	\$11,495.00	\$65.00	\$13,585.00	\$144.87	\$30,277.83
	18	310(B)	SUBGRADE, METHOD B	SY	931	\$7.50	\$6,982.50	\$3.06	\$2,848.86	\$10.00	\$9,310.00	\$13.00	\$12,103.00	\$2.00	\$1,862.00	\$29.90	\$27,836.90
	19	402	(PL) TRAFFIC BOUND SURFACE COURSE	Cu Yd	15	\$192.50	\$2,887.50	\$72.47	\$1,087.05	\$115.00	\$1,725.00	\$114.00	\$1,710.00	\$100.00	\$1,500.00	\$178.53	\$2,677.95
	20	602(B)	REVESTMENT MATTRESSES	Sq Yd	273	\$93.50	\$25,525.50	\$26.95	\$7,357.35	\$75.00	\$20,475.00	\$130.00	\$35,490.00	\$100.00	\$27,300.00	\$131.28	\$35,839.44
	21	610(A)	4" CONCRETE SIDEWALK	SY	174	\$110.00	\$19,140.00	\$96.17	\$16,733.58	\$75.00	\$13,050.00	\$80.00	\$13,920.00	\$90.00	\$15,660.00	\$169.26	\$29,451.24
Stormwater Improvements	22	610(B)	6" CONCRETE DRIVEWAY (H.E.S.)	Sq Yd	621	\$93.50	\$30,053.50	\$63.64	\$30,520.44	\$85.00	\$25,785.00	\$95.00	\$58,995.00	\$90.00	\$55,890.00	\$180.75	\$112,245.75
	23	610(U)	TACTILE WARNING DEVICE- NEW	Sq Ft	80	\$55.00	\$4,400.00	\$43.48	\$3,478.40	\$100.00	\$8,000.00	\$45.00	\$3,600.00	\$35.00	\$2,800.00	\$58.77	\$4,701.60
	24	613(EE)	(SP) 18" CORRUGATED POLYPROPYLENE PIPE	Ln Ft	959	\$93.50	\$89,668.50	\$53.55	\$51,135.45	\$75.00	\$71,925.00	\$90.00	\$86,310.00	\$200.00	\$191,800.00	\$136.74	\$131,333.66
	25	613(M)	TYPE A4 CULVERT END TREATMENT	Ea	15	\$225.00	\$12,375.00	\$2,015.01	\$30,225.15	\$2,800.00	\$42,000.00	\$2,000.00	\$30,000.00	\$2,000.00	\$38,000.00	\$5,102.25	\$76,533.75
	26	613(M)	TYPE AAA CULVERT END TREATMENT	Ea	16	\$1,650.00	\$26,400.00	\$2,763.47	\$44,215.52	\$3,500.00	\$56,000.00	\$2,800.00	\$46,400.00	\$2,000.00	\$32,000.00	\$5,302.50	\$64,840.00
	27	619(A)	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LS	1	\$11,000.00	\$11,000.00	\$2,816.62	\$2,816.62	\$15,000.00	\$15,000.00	\$25,000.00	\$5,000.00	\$5,000.00	\$6,779.19	\$6,779.19	
	28	619(B)	REMOVAL OF ASPHALT DRIVEWAYS	SY	147	\$22.00	\$3,234.00	\$42.41	\$6,234.27	\$65.00	\$9,555.00	\$22.00	\$3,234.00	\$50.00	\$7,350.00	\$44.87	\$6,595.89
	29	619(B)	REMOVAL OF CONCRETE DRIVEWAYS	SY	250	\$16.50	\$4,125.00	\$37.47	\$9,367.50	\$45.00	\$11,250.00	\$22.00	\$5,500.00	\$50.00	\$12,500.00	\$50.44	\$12,610.00
	30	619(B)	REMOVAL OF GRAVEL DRIVEWAYS	SY	232	\$16.50	\$3,828.00	\$27.62	\$6,407.84	\$35.00	\$8,120.00	\$10.00	\$2,320.00	\$30.00	\$6,960.00	\$15.17	\$3,519.44
	31	629(D)	REMOVE AND RESET MAILBOX	Ea	9	\$220.00	\$1,980.00	\$339.21	\$3,052.89	\$1,000.00	\$9,000.00	\$210.00	\$1,890.00	\$500.00	\$4,500.00	\$1,420.33	\$12,782.97
	32	641	MOBILIZATION	Ea	1	\$55,000.00	\$55,000.00	\$36,629.29	\$36,629.29	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$70,000.00	\$70,000.00	\$21,753.50	\$21,753.50
	33	642(B)	CONSTRUCTION STAKING LEVEL II	LSUM	1	\$16,500.00	\$16,500.00	\$2,889.22	\$5,000.00	\$5,000.00	\$15,000.00	\$4,000.00	\$4,000.00	\$12,992.65	\$12,992.65		
	34	880(U)	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	\$11,000.00	\$11,000.00	\$13,784.20	\$13,784.20	\$20,000.00	\$20,000.00	\$16,000.00	\$16,000.00	\$2,000.00	\$2,000.00	\$20,856.63	\$20,856.63
	35	SPECIAL	TYPE 1 AC PATCH	SY	308	\$495.00	\$152,460.00	\$93.30	\$28,736.40	\$200.00	\$61,600.00	\$100.00	\$30,800.00	\$300.00	\$92,400.00	\$148.83	\$45,839.64
	36	SPECIAL	TYPE B RAMP	Ea	8	\$1,925.00	\$15,400.00	\$1,193.66	\$9,550.88	\$4,000.00	\$32,000.00	\$1,200.00	\$9,600.00	\$2,500.00	\$20,000.00	\$2,455.00	\$19,640.00
	37	SPECIAL	URBAN RIGHT-OF-WAY RESTORATION	Ea	1	\$22,000.00	\$22,000.00	\$5,768.40	\$5,768.40	\$6,500.00	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00	\$7,703.13	\$7,703.13	
	38	SPECIAL	PROJECT SIGNS	Ea	2	\$3,850.00	\$7,700.00	\$787.07	\$1,575.94	\$1,500.00	\$3,000.00	\$750.00	\$1,500.00	\$1,000.00	\$2,000.00	\$718.02	\$1,436.04
	39	325	SEPARATOR FABRIC	SY	523	\$5.00	\$2,615.00	\$2.57	\$1,344.11	\$5.00	\$2,615.00	\$3.00	\$1,569.00	\$4.00	\$2,092.00	\$2.00	\$1,046.00
Stormwater Improvements Total:							\$686,285.00	\$440,763.01	\$565,940.00	\$550,206.00	\$712,139.00	\$911,042.50	\$912,000.00	\$912,000.00	\$911,042.50		
Bid Total:							\$686,324.00	\$519,979.22	\$681,018.00	\$790,456.00	\$842,639.00	\$1,149,941.00	\$1,149,941.00	\$1,149,941.00	\$1,149,941.00		

I Certify this is a true and correct Tabulation of Bids Received at 1:45 on October 23, 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 #: 25-1597, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 11/17/2025

Title:

Ratification of the Claims List Check Register Dated November 10, 2025

Background:

Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from October 24, 2025 through November 10, 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 \$9,019,114.48 for the various funds.

Governmental Funds	\$4,963,879.26
BAMA	\$4,011,338.56
BAEDA	<u>\$ 43,896.66</u>
Total	\$9,019,114.48

A summary by funds and detail are attached.

Cost: \$4,011,338.56

Funding Source: BAMA Operational and Capital accounts

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated November 10, 2025

Recommendation: ..recommend

Ratify Claims List Check Register dated 11/10/2025

City of Broken Arrow
Check Register by Fund

RECAP



FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	196,194.55	555
220	BA MUNICIPAL AUTHORITY	4,006,588.56	800
221	BAMA SALES TAX DEBT SERVICE	4,750.00	5
227	CVB-HOTEL MOTEL	9,476.52	25
329	VEHICLE REPLACEMENT FUND	69,317.50	3
330	SALES TAX CAPITAL IMPROVEMENT	1,103,217.38	33
331	POLICE ENHANCEMENTS	299.99	1
332	PARK & REC CAP IMPROV	31,417.00	1
336	E 911	48,253.37	1
342	STREET LIGHT FUND	7,761.97	9
343	STREET SALES TAX FUND	166,575.03	8
344	PS SALES TAX POLICE	130,760.44	320
345	PS SALES TAX FIRE	142,956.63	211
592	2014 BOND ISSUE	40,704.69	5
593	2018 BOND ISSUE	2,826,542.59	34
660	WORKERS COMPENSATIONS	109,822.86	9
661	GROUP HEALTH AND LIFE	70,899.74	11
882	AGENCY FUND DEPOSITS	9,679.00	9
887	ECONOMIC DEVELOP AUTHORTY	43,896.66	2
Total		9,019,114.48	2,042



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
10/30/2025	333726	999900 OTP - AR REFUNDS		S.1606	S.1606 PARCEL 23 EASEMENT	2205415 570080	S.1606	2026/4	350.00
						Total For Check # 333726			350.00
10/30/2025	333735	999905 OTP - TORT CLAIMS		TRT1717.2026	MAILBOX DAMAGE	2201700 550090		2026/4	1,950.00
						Total For Check # 333735			1,950.00
10/30/2025	333743	5216 918 WRECKER SERVICE INC.	25-302288		25-302288 10/16/2025	2205400 540200		2026/4	160.00
						Total For Check # 333743			160.00
10/30/2025	333744	416 ACCURATE ENVIRONMENTAL	HI29052 HJ13027		HI29052 10/15/2025 HJ13027 10/22/2025	2205405 530340 2205410 530340		2026/4 2026/4	520.00 80.00
						Total For Check # 333744			600.00
10/30/2025	333748	489 ADMIRAL EXPRESS LLC	208254-S 208310-S 208205-S 208331-S		208254-S SEPT 30, 2025 208310-S SEPT 30, 2025 208205-S SEPT 30, 2025 208331-S SEPT 30, 2025	2205205 560030 2205410 560030 2205405 560030 2205010 560030		2026/4 2026/4 2026/4 2026/4	219.28 41.94 62.63 458.32
						Total For Check # 333748			782.17
10/30/2025	333750	149 AMERICAN ELECTRIC	952-315-1-1 10132025 490-478-0-1 10132025 104-967-0-6 10132025 967-889-0-7 10162025 873-526-0-6 10162025 554-689-0-9 10162025 384-392-0-9 10162025 001-501-0-9 10162025 104-129-0-7 10162025 111-374-0-5 10152025 701-710-0-4 10222025 844-103-0-2 09292025	959-952-315-1-1 OCT 13, 2025 2403 E 955-490-478-0-1 OCT 13, 2025 2808 S 955-104-967-0-6 OCT 13, 2025 1821 1/2 E FY26 ANNUAL AGREEMENT - SINGLES FY26 ANNUAL AGREEMENT - SINGLES 955-554-689-0-9 OCT 16, 2025 2508 1/2 955-384-392-0-9 OCT 16, 2025 1503 1/2 S 953-001-501-0-9 OCT 16, 2025 198 N FY26 ANNUAL AGREEMENT - SINGLES FY26 ANNUAL AGREEMENT 954-100-813- FY26 ANNUAL AGREEMENT - SINGLES 955-844-103-0-2 SEPT 29, 2025	2205406 550250 2205305 550250 2205406 550250 2205100 550250		2026/4 2026/4 2026/4 2026/4 2026/4 2026/4 2026/4 2026/4 2026/4 2026/4 2026/4 2026/4 2026/4 2026/4 2026/4	41.50 358.70 24.83 24.29 24.58 24.44 24.29 24.44 24.71 324.05 21.88 5,364.05 6,281.76	
10/30/2025	333752	5461 ALL STATE ELECTRIC MOTORS, TRI-1078		TRI-1078 OCT 20, 2025		2205410 540550		2026/4	1,750.00
						Total For Check # 333752			1,750.00
10/30/2025	333753	4935 AMAZON.COM SALES INC	1RVF-DMLH-3WFW 164R-HJV1-67FW		SUPPLIES FOR BUILDING/LAB- ASHLEY OFFICE SUPPLIES & ALEX	2205404 560230 2201503 560030		2026/4 2026/4	176.79 76.54





CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
Total For Check # 333761									
10/30/2025	333766	1204 BISHOP LIFTING PRODUCTS		PSI00437973	PW STOCK	220 141000		2026/4	125.25
						Total For Check # 333766			125.25
10/30/2025	333767	692 BKL INC.		852-06	PCS Agreement - ST24280	2205205 530870	ST24280	2026/4	1,220.00
						Total For Check # 333767			1,220.00
10/30/2025	333768	4669 BLACKHAWK INDUSTRIAL		885897	885897 10/23/2025	2205415 560230		2026/4	50.00
						Total For Check # 333768			50.00
10/30/2025	333769	1030 BOKF N.A.		20250930-600814222	LOCKBOX FEE- SEPTEMBER 2025	2201503 550280		2026/4	2,087.57
						Total For Check # 333769			2,087.57
10/30/2025	333771	5414 BOXX MODULAR INC		BXLW 33135062	CITY COUNCIL APPROVED 06/02/2025	2205410 570170	2554830	2026/4	59,377.46
						Total For Check # 333771			59,377.46
10/30/2025	333772	3 BRENNTAG SOUTHWEST INC		BSW653360 BSW653770	BLANKET PO - CHLORINE BLANKET PO - CHLORINE	2205405 560340 2205405 560340		2026/4	7,516.80
						Total For Check # 333772			3,467.74
									10,984.54
10/30/2025	333773	20 BROKEN ARROW LAWN &		127146	BLANKET PO FOR MISC	2205305 560230		2026/4	143.97
						Total For Check # 333773			143.97
10/30/2025	333775	5544 BUILDING & EARTH SCIENCES,	13133		Professional Svcs Agreement - SW26050	2205205 530870	SW26050	2026/4	6,158.75
						Total For Check # 333775			6,158.75
10/30/2025	333777	2756 CAROLLO ENGINEERS INC		FB73391 FB73391	East Clarifier & Belt Filter Press East Clarifier & Belt Filter Press	2205410 570160 2205410 570160	2154200 2154220	2026/4 2026/4	15,991.05 6,983.44
						Total For Check # 333777			22,974.49
10/30/2025	333780	2083 CHEMTRADE CHEMICALS US		90312119 90312120	BLANKET PO FOR LIQUID AMMONIUM BLANKET PO FOR LIQUID AMMONIUM	2205405 560340 2205405 560340		2026/4 2026/4	18,596.16 17,622.00
						Total For Check # 333780			36,218.16
10/30/2025	333781	1436 CHEROKEE PRIDE CONST. INC.	FINAL 2154330 PA 3 S.22020		Old Adams Creek LS FEB Improvements Wagoner Cty Trunk Sewer	2205410 570150 2205415 570150	2154330 S.22020	2026/4 2026/4	225,119.25 355,147.34
						Total For Check # 333781			580,266.59

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	PROJECT	G/L NUMBER	YEAR/PERIOD	AMOUNT
10/30/2025	333782	37 CINTAS CORPORATION	5298507709		BLANKET PO FOR ALL DEPARTMENT	2026/4	2205410 560230	28.81	
			5298684606		BLANKET PO FOR ALL DEPARTMENT	2026/4	2205130 560230	84.54	
			5298684602		BLANKET PO FOR ALL DEPARTMENT	2026/4	2205115 560230	184.35	
			5298684605		BLANKET PO FOR ALL DEPARTMENT	2026/4	2205010 560230	43.56	
			5298684604		BLANKET PO FOR ALL DEPARTMENT	2026/4	2205120 560230	79.78	
			5298684613		BLANKET PO FOR ALL DEPARTMENT	2026/4	2205305 560230	311.95	
					Total For Check # 333782			732.99	
10/30/2025	333784	1391 CLEAN THE UNIFORM CO	52159194	52159194 OCT 15, 2025	2026/4	2205130 540310	6.60		
			52159194	52159194 OCT 15, 2025	2026/4	2205120 540310	83.46		
			52159194	52159194 OCT 15, 2025	2026/4	2205400 540310	114.90		
			52159194	52159194 OCT 15, 2025	2026/4	2205415 540310	78.42		
			52159194	52159194 OCT 15, 2025	2026/4	2205406 540310	44.99		
			52159194	52159194 OCT 15, 2025	2026/4	2205403 540310	58.99		
			52159194	52159194 OCT 15, 2025	2026/4	2205115 540310	34.37		
			52159194	52159194 OCT 15, 2025	2026/4	2205010 540310	600.23		
			52159194	52159194 OCT 15, 2025	2026/4	2205100 540330	24.49		
			52159194	52159194 OCT 15, 2025	2026/4	2201700 540330	3.90		
			52159194	52159194 OCT 15, 2025	2026/4	2205120 540330	25.00		
			52159194	52159194 OCT 15, 2025	2026/4	2205400 540330	9.48		
			52159689	52159689 OCT 17, 2025	2026/4	2205410 540310	31.92		
			52159689	52159689 OCT 17, 2025	2026/4	2205410 540330	7.20		
			52159689	52159689 OCT 17, 2025	2026/4	2205410 540330	3.75		
			52157451	52157451 OCT 3, 2025	2026/4	2205405 540310	53.81		
			52157451	52157451 OCT 3, 2025	2026/4	2205405 540330	7.50		
			52158083	52158083 OCT 8, 2025	2026/4	2205130 540310	6.60		
			52158083	52158083 OCT 8, 2025	2026/4	2205120 540310	83.46		
			52158083	52158083 OCT 8, 2025	2026/4	2205400 540310	114.90		
			52158083	52158083 OCT 8, 2025	2026/4	2205415 540310	78.42		
			52158083	52158083 OCT 8, 2025	2026/4	2205406 540310	44.99		
			52158083	52158083 OCT 8, 2025	2026/4	2205403 540310	58.99		
			52158083	52158083 OCT 8, 2025	2026/4	2205115 540310	32.39		
			52158083	52158083 OCT 8, 2025	2026/4	2205010 540310	600.23		
			52158083	52158083 OCT 8, 2025	2026/4	2201700 540330	3.90		
			52158083	52158083 OCT 8, 2025	2026/4	2205120 540330	25.00		
			52158083	52158083 OCT 8, 2025	2026/4	2205400 540330	9.48		
			52160794	52160794 10/24/2025	2026/4	2205410 540310	31.92		





CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
10/30/2025	333794	2168 EAGLE REDI-MIX CONCRETE	838626	838626 SEPT 4, 2025	2205415 570150	S.22020	2026/4	1,339.00	
			838917	838917 SEPT 5, 2025	2205415 570150	S.22020	2026/4	1,047.00	
			829004	829004 JULY 22, 2025	2205415 570150	S.23070	2026/4	3,692.50	
			830071	830071 JULY 24, 2025	2205415 570150	S.23070	2026/4	2,255.00	
			830072	830072 JULY 24, 2025	2205415 570150	S.23070	2026/4	2,097.50	
			830770	830770 JULY 29, 2025	2205415 570150	S.23070	2026/4	3,697.50	
					Total For Check # 333794			14,128.50	
10/30/2025	333795	445 ECONOLITE CONTROL	INV234867	PW STOCK-Controller for Gary Harris	220 141000		2026/4	15,111.44	
					Total For Check # 333795			15,111.44	
10/30/2025	333796	61 ELLIOTT ELECTRIC SUPPLY	134-74346-07	Power connector cables	2205410 560450		2026/4	19.44	
			134-87726-01	PXLW8000LMLND 277 50K 70DRI UNM	2205405 560450		2026/4	2,224.05	
					Total For Check # 333796			2,243.49	
10/30/2025	333799	2107 EMPIRE PRINTING	61576	buyer uniform shirts -JAMEY	2205130 560100		2026/4	167.91	
					Total For Check # 333799			167.91	
10/30/2025	333800	1577 EUROFINS EATON ANALYTICAL	4100340337	4100340337 10/15/2025	2205405 530340		2026/4	2,391.50	
					Total For Check # 333800			2,391.50	
10/30/2025	333802	748 EWING	27982862	PW STOCK	220 141000		2026/4	1,324.36	
					Total For Check # 333802			1,324.36	
10/30/2025	333804	66 FERGUSON WATERWORKS	0790671	C900 pipe	2205400 560400		2026/4	1,360.00	
					Total For Check # 333804			1,360.00	
10/30/2025	333807	3593 FLAGSHOOTER INC	250924006	FLAGSHOOTER FLAGS FOR WATER	2205400 560230		2026/4	1,722.53	
					Total For Check # 333807			1,722.53	
10/30/2025	333808	900 FORTILINE INC	7041481	BID NO 25.170 24" WL WACO TO	2205400 570150	WL23080	2026/4	150.86	
			7095940	10" #31 GROOVE COUPLING	2205415 560410		2026/4	1,075.42	
					Total For Check # 333808			1,226.28	
10/30/2025	333813	153 GELLCO UNIFORMS & SHOES	00302626	BLANKET PO FOR UNIFORMS/BOOTS	2205305 560100		2026/4	200.00	
			00302297	BLANKET PO FOR UNIFORMS/BOOTS	2205305 560100		2026/4	152.99	
					Total For Check # 333813			352.99	



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
10/30/2025	333815	4963 GLASS WORKS INC.		49052	BLANKET PO - GLASS REPAIR	2205010 540200		2026/4	575.00
						Total For Check # 333815			575.00
10/30/2025	333816	5553 GOODMAN AUTOMATION &		846	846 OCT 13, 2025	2205410 540550		2026/4	720.00
						Total For Check # 333816			720.00
10/30/2025	333817	76 GRAINGER		9679192725 9678826075 9678826075 9682647632	Chase Nipple,4.78125 in H Chase Nipple,4.78125 in H Chase Nipple,4.78125 in H 1H570 Replacement Contact Kit, 3 Contacts	2205415 570040 2205415 570040 2205415 570040 2205415 560410	2554530	2026/4 2026/4 2026/4 2026/4	93.96 6,877.22 24.85 1,038.77
						Total For Check # 333817			8,034.80
10/30/2025	333818	79 GREEN ACRE SOD FARMS		12518 12143 12562 12552 12551 12550 12517 12349 12139 12860	BL;ANKET PO FOR BERMUDA SOD BL;ANKET PO FOR BERMUDA SOD	2205305 560230 2205305 560230 2205400 560230		2026/4 2026/4 2026/4 2026/4 2026/4 2026/4 2026/4 2026/4 2026/4 2026/4	95.00 190.00 190.00 95.00 47.50 95.00 190.00 280.00 190.00 95.00
						Total For Check # 333818			1,467.50
10/30/2025	333820	686 H G FLAKE SUPPLY CO		004193282-IN	BLANKET PO FOR PIPE FITTINGS	2205405 560230		2026/4	45.00
						Total For Check # 333820			45.00
10/30/2025	333821	106 HACH COMPANY		14696585 14716469	BLANKET PO CHEM/LAB SUPPLIES BLANKET PO CHEM/LAB SUPPLIES	2205405 560340 2205410 560340		2026/4 2026/4	1,467.97 372.36
						Total For Check # 333821			1,840.33
10/30/2025	333822	4111 HAMPSHIRE INDUSTRIAL		251054 251061	251054 10/20/2025 251061 10/22/2025	2205405 540550 2205405 540320		2026/4 2026/4	1,351.05 1,650.00
						Total For Check # 333822			3,001.05
10/30/2025	333823	369 HAYNES EQUIPMENT CO		INV8131127	INV8131127 MARCH 20, 2025	2205410 570150	2154330	2026/4	113,810.00
						Total For Check # 333823			113,810.00



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
10/30/2025	333825	725 HOLLOWAY, UPDIKE AND	S.25080	S.25080 SEPT 24, 2025	2205415 570150	S.25080	2026/4	327.26	
			8 S.24030	S.24030 Park lane LS	2205415 570160	S.24030	2026/4	23,516.00	
			10 S.24040	S.24040 Watewater Collection System	2205415 570150	S.24040	2026/4	9,711.96	
			3 22503506	San Sanewer Lift Station Conditions	2205205 530870		2026/4	20,000.00	
			11 2154280	South Park South Lift Station Relief Line	2205410 570160	2154280	2026/4	1,500.00	
					Total For Check # 333825			55,055.22	
10/30/2025	333826	2337 ICM OF AMERICA INC	082858	pw stock	220 141000		2026/4	1,436.40	
					Total For Check # 333826			1,436.40	
10/30/2025	333828	3537 J & J BOWERS LAWN CARE	102625	BLANKET PO FOR LAWN CARE	2205305 540280		2026/4	7,335.00	
					Total For Check # 333828			7,335.00	
10/30/2025	333829	5131 KEVIN BEHE	14505	CITY COUNCIL 07/14/25	2205100 540070		2026/4	0.95	
			14505	CITY COUNCIL 07/14/25	2205120 540070		2026/4	0.38	
			14505	CITY COUNCIL 07/14/25	2205305 540070		2026/4	0.29	
			14505	CITY COUNCIL 07/14/25	2205410 540070		2026/4	4.48	
			14192	CITY COUNCIL 07/14/25	2205100 540070		2026/4	1.19	
			14192	CITY COUNCIL 07/14/25	2205120 540070		2026/4	0.48	
			14192	CITY COUNCIL 07/14/25	2205305 540070		2026/4	0.36	
			14192	CITY COUNCIL 07/14/25	2205410 540070		2026/4	5.60	
			14190	CITY COUNCIL 07/14/25	2205100 540070		2026/4	0.95	
			14190	CITY COUNCIL 07/14/25	2205120 540070		2026/4	0.38	
			14190	CITY COUNCIL 07/14/25	2205305 540070		2026/4	0.29	
			14190	CITY COUNCIL 07/14/25	2205410 540070		2026/4	4.48	
			14662	CITY COUNCIL 07/14/25	2205100 540070		2026/4	1.19	
			14662	CITY COUNCIL 07/14/25	2205120 540070		2026/4	0.48	
			14662	CITY COUNCIL 07/14/25	2205305 540070		2026/4	0.36	
			14662	CITY COUNCIL 07/14/25	2205410 540070		2026/4	5.60	
			15061	CITY COUNCIL 07/14/25	2205100 540070		2026/4	4.06	
			15061	CITY COUNCIL 07/14/25	2205120 540070		2026/4	1.62	
			15061	CITY COUNCIL 07/14/25	2205305 540070		2026/4	1.21	
			15061	CITY COUNCIL 07/14/25	2205410 540070		2026/4	19.06	
			14766	CITY COUNCIL 07/14/25	2205100 540070		2026/4	0.95	
			14766	CITY COUNCIL 07/14/25	2205120 540070		2026/4	0.38	
			14766	CITY COUNCIL 07/14/25	2205305 540070		2026/4	0.29	
			14766	CITY COUNCIL 07/14/25	2205410 540070		2026/4	4.48	
			14792	CITY COUNCIL 07/14/25	2205100 540070		2026/4	0.95	





CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
10/30/2025	333845	908 MCMASTER CARR		53669132	Replacement Staff Gauge	2205410 560230		2026/4	66.09
				53127392	AUTOMOTIVE SHOP AND RELATED	2205410 560240		2026/4	592.93
						Total For Check # 333845			659.02
10/30/2025	333848	1592 MORTON SALT INC		5403749037	BLANKET PO FOR WTP SALT	2205405 560340		2026/4	8,953.23
						Total For Check # 333848			8,953.23
10/30/2025	333849	25 NAPA AUTO PARTS		20190	3VX500	2205403 560200		2026/4	69.52
				20191	1623548	2205403 560200		2026/4	184.06
				20193	F506427	2205010 560200		2026/4	75.22
				20197	366BDMDUAL	2205010 560190		2026/4	558.19
				20198	66854B	2205403 560200		2026/4	164.42
				20198	GBEK4711Q23STD	2205403 560200		2026/4	61.67
				20208	2272926	2205010 560200		2026/4	141.82
				20208	2253989	2205010 560200		2026/4	69.56
				20208	6771	2205010 560200		2026/4	46.90
				20208	6770	2205010 560200		2026/4	81.74
				20208	15W40BULK	2205010 560210		2026/4	125.46
				20209	1748XD	2205010 560200		2026/4	33.89
				20209	600564	2205010 560200		2026/4	34.14
				20209	3788	2205010 560200		2026/4	28.17
				20209	9082	2205010 560200		2026/4	12.77
				20209	2812	2205010 560200		2026/4	87.45
				20209	9520	2205010 560200		2026/4	44.88
				20209	15W40BULK	2205010 560210		2026/4	88.56
				20210	LK4Z2001F	2205400 560200		2026/4	132.89
				20210	MK4Z2200B	2205400 560200		2026/4	134.82
				20213	509522	2205010 560200		2026/4	209.83
				20216	Q211002	2205010 560200		2026/4	78.00
				20223	127504	2205415 560200		2026/4	1,324.44
				20227	46AWBULK	2205010 560210		2026/4	160.00
				20228	49162634P	2205400 560200		2026/4	208.88
				20228	49162633P	2205400 560200		2026/4	208.88
				20397	DDTRT1	2205120 560230		2026/4	51.72
				20397	DHDT4800	2205120 560240		2026/4	449.21
				20397	DDTK	2205120 560240		2026/4	392.67
				20404	FR11110	2205010 560200		2026/4	15.23

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	PROJECT	YEAR/PERIOD	AMOUNT
NAME	INVOICE	DESCRIPTION	G/L NUMBER		
20404	K371017	2205010 560200		2026/4	79.62
20404	1748XD	2205010 560200		2026/4	33.89
20404	6771	2205010 560200		2026/4	46.90
20404	6770	2205010 560200		2026/4	81.74
20404	15W40BULK	2205010 560210		2026/4	107.88
20406	109994K	2205010 560200		2026/4	31.19
20406	29558329	2205010 560200		2026/4	94.60
20406	6100	2205010 560200		2026/4	7.93
20406	7230	2205010 560200		2026/4	158.57
20406	HDATFBULK	2205010 560210		2026/4	202.02
20409	3128	2205010 560200		2026/4	21.56
20409	600185	2205010 560200		2026/4	25.12
20409	400316	2205010 560200		2026/4	18.83
20409	6932	2205010 560200		2026/4	31.10
20409	15W40BULK	2205010 560210		2026/4	37.20
20410	1748XD	2205010 560200		2026/4	33.89
20410	601057	2205010 560200		2026/4	69.18
20410	4479	2205010 560200		2026/4	8.88
20410	6870	2205010 560200		2026/4	54.91
20410	6871	2205010 560200		2026/4	48.50
20410	600564	2205010 560200		2026/4	34.14
20410	15W40BULK	2205010 560210		2026/4	96.72
20426	HDRTU1GAL	2205010 560210		2026/4	102.96
020457	26RM68	2205305 560200		2026/4	36.84
020457	30054717	2205305 560200		2026/4	72.32
020458	63PM50	2205305 560200		2026/4	30.42
020458	30053909	2205305 560200		2026/4	51.12
020464	TOYO556790UM	2205410 560190		2026/4	1,846.05
020471	1372	2205410 560200		2026/4	4.25
020471	230266	2205410 560200		2026/4	10.91
020471	200697	2205410 560200		2026/4	29.51
020471	5W30BULK	2205410 560210		2026/4	28.98
020479	388BDM	2205010 560190		2026/4	602.00
020481	7394745	2205403 560200		2026/4	611.99
020481		2205403 560200		2026/4	22.00
020482	7347458	2205305 560200		2026/4	176.20
020482	7209036	2205305 560200		2026/4	723.53
020482	7222605	2205305 560200		2026/4	414.64



CHECK DATE CHECK # VENDOR

NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
020482	7214947		2205305 560200		2026/4	56.44
020482			2205305 560200		2026/4	75.00
020484	510320		2205400 560200		2026/4	115.00
020488	FT7991		2205415 560200		2026/4	72.89
020489	FT7991		2205415 560200		2026/4	72.89
020495	388BDM		2205010 560190		2026/4	1,204.00
020502	MTP94RH7		2205305 560200		2026/4	138.11
020505	6698142		2205305 560200		2026/4	1,123.13
020505			2205305 560200		2026/4	17.62
020531	3556CA		2205415 560230		2026/4	82.48
020534	K181267BXW		2205010 560200		2026/4	79.89
		Total For Check # 333849				14,400.53
20200	7321217		2205010 560200		2026/4	2.30
20203	9883		2205305 560200		2026/4	12.73
20203	7502		2205305 560200		2026/4	4.25
20203	5W20BULK		2205305 560210		2026/4	21.14
20205	4052520		2205120 560230		2026/4	35.32
20215	3VX500		2205403 560200		2026/4	-69.52
20215	3VX400		2205403 560200		2026/4	44.31
20218	3VX400		2205403 560200		2026/4	14.77
20220	1540		2205010 560200		2026/4	30.06
20221	9080XXL		2205010 560230		2026/4	15.56
20229	7265		2205120 560230		2026/4	45.60
20386	7051019		2205305 560200		2026/4	0.98
20387	7051027		2205305 560200		2026/4	1.80
20387	7051019		2205305 560200		2026/4	-0.98
20388	7528		2205010 560200		2026/4	20.98
20399	7631112		2205403 560230		2026/4	43.64
20400	14232		2205010 560230		2026/4	7.90
20403	2413		2205115 560230		2026/4	3.17
20408	7060		2205010 560200		2026/4	4.25
20408	4579		2205010 560200		2026/4	7.11
20408	2725		2205010 560200		2026/4	15.92
20408	5W20BULK		2205010 560210		2026/4	21.14
20421	2413		2205010 560230		2026/4	12.68
20421	9080XL		2205010 560230		2026/4	15.56
020459	2413		2205010 560230		2026/4	6.34



CHECK DATE CHECK # VENDOR

NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
	020461	6653290	2205010 560200		2026/4	6.30
	020465	31200	2205403 560210		2026/4	20.46
	020477	1157N	2205400 560200		2026/4	0.86
	020490	W30712	2205120 560230		2026/4	15.03
	020490	W30710	2205120 560230		2026/4	10.89
	020491	MINUS20	2205120 560230		2026/4	2.72
	020492	7031903	2205403 560200		2026/4	11.03
	020494	4579	2205305 560200		2026/4	7.11
	020494	2725	2205305 560200		2026/4	15.92
	020494	7060	2205305 560200		2026/4	4.25
	020494	5W20BULK	2205305 560210		2026/4	21.14
	020497	789DEF	2205400 560210		2026/4	11.11
	020503	8300	2205400 560230		2026/4	3.67
	020510	2310	2205120 560230		2026/4	14.82
	020511	7151142	2205305 560210		2026/4	33.17
	020511	GR14CHTR	2205305 560210		2026/4	10.16
	020515	502	2205400 560200		2026/4	22.72
	020528	7031906	2205120 560200		2026/4	14.73
	020530	46AW2BULK	2205400 560210		2026/4	3.81
			Total For Check # 333850			546.91
LEVEL REDI MIX LLC	5163	Blanket PO for Concrete	2205305 560270		2026/4	143.00
	5274	Blanket PO for Concrete	2205400 560270		2026/4	362.50
	5363	Blanket PO for Concrete	2205400 560270		2026/4	150.00
	5088	Blanket PO for Concrete	2205400 560270		2026/4	643.50
	5388	Blanket PO for Concrete	2205400 560270		2026/4	217.50
			Total For Check # 333852			1,516.50
AHOMA EMPLOYMENT	2025 3RD QTR	2025 3RD QUARTER UNEMPLOYMENT	2201700 520250		2026/4	1,863.74
			Total For Check # 333854			1,863.74
E PACKAGING &	319905	PW Stock	220 141000		2026/4	734.16
			Total For Check # 333855			734.16
ADILLO AUTOMATION INC	054487	054487 PO 22502004 PRJ 165424	2205400 570150	165424	2026/4	8,898.60
			Total For Check # 333857			8,898.60
AND ASSOCIATES	15803	SW26080 Indian Springs Flap Gates	2205205 530870	SW26080	2026/4	5,799.00



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	PROJECT	G/L NUMBER	YEAR/PERIOD	AMOUNT
10/30/2025	333860	2550 POLLARD WATER	0297640	Valve box cleaner	2205400 560240	2026/4		1,413.10	
			0297639	Valve box cleaner	2205400 560240	2026/4		539.86	
					Total For Check # 333860			1,952.96	
10/30/2025	333862	5333 PRODIGY LAWN & LANDSCAPE	4018	BLANKET PO FOR LAWN CARE	2205305 540280	2026/4		4,997.00	
					Total For Check # 333862			4,997.00	
10/30/2025	333865	1493 RED WING BRANDS OF	754ST1-2089071	BLANKET - SAFETY SHOES	2205403 560100	2026/4		200.00	
					Total For Check # 333865			200.00	
10/30/2025	333866	596 REGIONAL METROPOLITAN	444037	444037 AUG 2025 HAIKEY CREEK WWTP	2205410 540450	2026/4		187,670.98	
					Total For Check # 333866			187,670.98	
10/30/2025	333870	84 SAF T GLOVE INC	1047095-01	PW STOCK	220 141000	2026/4		602.72	
					Total For Check # 333870			602.72	
10/30/2025	333872	335 SERVICE OKLAHOMA	L1848229080	L1848229080 OCT 21, 2025	2205305 560230	2026/4		91.50	
					Total For Check # 333872			91.50	
10/30/2025	333874	969 SHERWOOD CONSTRUCTION	287268	287268 SEPT 18, 2025	2205410 570150	2154330	2026/4	393.11	
			287137	287137 SEPT 17, 2025	2205410 570150	2154330	2026/4	380.89	
			286394	286394 SEPT 9, 2025	2205415 570150	S.22020	2026/4	2,110.93	
			286286	286286 SEPT 8, 2025	2205415 570150	S.22020	2026/4	464.96	
			285808	285808 SEPT 2, 2025	2205415 570150	S.22020	2026/4	399.62	
					Total For Check # 333874			3,749.51	
10/30/2025	333876	80 SMITH & LOVELESS INC	187537	8L32B Dual Piston Vacuum Pump (Newest	2205415 560410	2026/4		2,340.38	
					Total For Check # 333876			2,340.38	
10/30/2025	333877	303 SMITH FARM & GARDEN CO	106577	BLANKET PO FOR MISC. PARTS	2205410 540200	2026/4		209.71	
					Total For Check # 333877			209.71	
10/30/2025	333878	3932 SOONER LOCK & KEY INC	118193991	BLANKET PO FOR KEYS	2205305 560230	2026/4		25.80	
					Total For Check # 333878			25.80	
10/30/2025	333884	5517 TEXAS METAL WORKS, LTD.CO	WC-40773	WELDING TABLE - FLEET - PJ# 2651070	2205120 570040	2651070	2026/4	9,949.00	



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
Total For Check # 333884 9,949.00									
10/30/2025	333886	3636 TIMBER WOLF EXCAVATING	PA 7 S.23070		Oak Crest Addition Sanitary Sewer &	2205403 570150	WL25010	2026/4	168,159.41
			PA 7 S.23070		Oak Crest Addition Sanitary Sewer &	2205415 570150	S.23070	2026/4	112,106.28
			PA 6 S.23070		Oak Crest Addition Sanitary Sewer &	2205403 570150	WL25010	2026/4	129,814.21
			PA 6 S.23070		Oak Crest Addition Sanitary Sewer &	2205415 570150	S.23070	2026/4	86,542.81
						Total For Check # 333886			496,622.71
10/30/2025	333888	1230 TULSA COUNTY	10014907		10014907 OCT 15, 2025	2205410 550360		2026/4	20.00
						Total For Check # 333888			20.00
10/30/2025	333889		10014908		10014908 OCT 15, 2025	2205410 550360		2026/4	20.00
						Total For Check # 333889			20.00
10/30/2025	333890		10014909		10014909MOCT 15, 2025	2205410 550360		2026/4	20.00
						Total For Check # 333890			20.00
10/30/2025	333891		10014910		10014910 OCT 15, 2025	2205410 550360		2026/4	20.00
						Total For Check # 333891			20.00
10/30/2025	333892		10014914		10014914 OCT 15, 2025	2205403 550360		2026/4	20.00
						Total For Check # 333892			20.00
10/30/2025	333893		10014915		10014915 OCT 15, 2025	2205403 550360		2026/4	20.00
						Total For Check # 333893			20.00
10/30/2025	333894		10014913		10014913 OCT 15, 2025	2205400 550360		2026/4	20.00
						Total For Check # 333894			20.00
10/30/2025	333895		10014936		10014936 OCT 15, 2025	2205400 550360		2026/4	20.00
						Total For Check # 333895			20.00
10/30/2025	333896		10014923		10014923 OCT 15, 2025	2205406 550360		2026/4	20.00
						Total For Check # 333896			20.00
10/30/2025	333897		10014924		10014924 OCT 15, 2025	2205406 550360		2026/4	20.00
						Total For Check # 333897			20.00



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
10/30/2025	333898			10014925	10014925 OCT 15, 2025	2205406 550360		2026/4	20.00
						Total For Check # 333898			20.00
10/30/2025	333899			10014926	10014926 OCT 15, 2025	2205406 550360		2026/4	20.00
						Total For Check # 333899			20.00
10/30/2025	333900			10014916	10014916 OCT 15, 2025	2205405 550360		2026/4	20.00
						Total For Check # 333900			20.00
10/30/2025	333901			10014917	10014917 OCT 15, 2025	2205405 550360		2026/4	20.00
						Total For Check # 333901			20.00
10/30/2025	333902			10014918	10014918 OCT 15, 2025	2205405 550360		2026/4	20.00
						Total For Check # 333902			20.00
10/30/2025	333903			10014927	10014927 OCT 15, 2025	2205415 550360		2026/4	20.00
						Total For Check # 333903			20.00
10/30/2025	333904			10014928	10014928 OCT 15, 2025	2205415 550360		2026/4	20.00
						Total For Check # 333904			20.00
10/30/2025	333905			10014929	10014929 OCT 15, 2025	2205415 550360		2026/4	20.00
						Total For Check # 333905			20.00
10/30/2025	333906			10014911	10014911 OCT 15, 2025	2205401 550360		2026/4	20.00
						Total For Check # 333906			20.00
10/30/2025	333907			10014912	10014912 OCT 15, 2025	2205401 550360		2026/4	20.00
						Total For Check # 333907			20.00
10/30/2025	333908			10014919	10014919 OCT 15, 2025	2205404 550360		2026/4	71.03
						Total For Check # 333908			71.03
10/30/2025	333909			10014920	10014920 OCT 15, 2025	2205404 550360		2026/4	20.00
						Total For Check # 333909			20.00
10/30/2025	333910			10014922	10014922 OCT 15, 2025	2205404 550360		2026/4	20.00
						Total For Check # 333910			20.00



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	PROJECT	YEAR/PERIOD	AMOUNT
10/30/2025	333911			10014921	10014921 OCT 15, 2025	2205404 550360	2026/4	20.00
						Total For Check # 333911		20.00
10/30/2025	333912			10014894	10014894 OCT 15, 2025	2205220 550360	2026/4	20.00
				10014894	10014894 OCT 15, 2025	2205200 550360	2026/4	20.00
				10014894	10014894 OCT 15, 2025	2205230 550360	2026/4	20.00
				10014894	10014894 OCT 15, 2025	2205225 550360	2026/4	20.00
						Total For Check # 333912		80.00
10/30/2025	333913			10014895	10014895 OCT 15, 2025	2205230 550360	2026/4	40.00
				10014895	10014895 OCT 15, 2025	2205205 550360	2026/4	20.00
				10014895	10014895 OCT 15, 2025	2205200 550360	2026/4	20.00
						Total For Check # 333913		80.00
10/30/2025	333914			10014898	10014898 OCT 15, 2025	2205220 550360	2026/4	20.00
				10014898	10014898 OCT 15, 2025	2205205 550360	2026/4	20.00
				10014898	10014898 OCT 15, 2025	2205225 550360	2026/4	20.00
				10014898	10014898 OCT 15, 2025	2205230 550360	2026/4	20.00
						Total For Check # 333914		80.00
10/30/2025	333915			10014899	10014899 OCT 15, 2025	2205220 550360	2026/4	20.00
				10014899	10014899 OCT 15, 2025	2205210 550360	2026/4	20.00
				10014899	10014899 OCT 15, 2025	2205225 550360	2026/4	40.00
						Total For Check # 333915		80.00
10/30/2025	333916			10014901	10014901 OCT 15, 2025	2205200 550360	2026/4	20.00
						Total For Check # 333916		20.00
10/30/2025	333917			10014897	11014897 OCT 15, 2025	2205200 550360	2026/4	60.00
				10014897	11014897 OCT 15, 2025	2205220 550360	2026/4	20.00
						Total For Check # 333917		80.00
10/30/2025	333918			10014896	1004896 OCT 15, 2025	2205200 550360	2026/4	80.00
						Total For Check # 333918		80.00
10/30/2025	333919			10014900	10014900 OCT 15, 2025	2205210 550360	2026/4	80.00
						Total For Check # 333919		80.00







CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				179063	Payroll Run 1 - Warrant 251024	220 218590		2026/4	1,556.49
						Total For Check # 333964			11,328.81
11/06/2025	333966	4531 NICHOLAS JENKS		PDR 11172025	PER DIEM REQUEST - NOV 17, 2025	2205415 550030		2026/5	102.00
						Total For Check # 333966			102.00
11/06/2025	333977	999905 OTP - TORT CLAIMS		TRT1702.2025	COX COAX 625 DAMAGE	2201700 550090		2026/5	3,717.37
						Total For Check # 333977			3,717.37
11/06/2025	333981	4754 RYAN MOORE		PDR 11172025	PER DIEM REQUEST - NOV 17, 2025	2205415 550030		2026/5	102.00
						Total For Check # 333981			102.00
11/06/2025	333982	1987 SURENCY LIFE & HEALTH INS.	179060		Payroll Run 1 - Warrant 251024	220 218460		2026/4	227.50
						Total For Check # 333982			227.50
11/06/2025	333985	1739 WAGONER CO RRWD DISTRICT	3900501 11152025		8003 E PRINCETON PARK REPLACE LIFT 2205415 550230			2026/5	16.50
			3933701 11152025		3515 E DEARBORN TURBERRY PL LIFT 2205415 550230			2026/5	16.50
			1068701 11152025		6601 S 241ST AVE ADAMS CREEK LIFT 2205415 550230			2026/5	16.50
			3729401 11152025		4300 E GARY A ROSEWOOD ELEM 2201700 550230			2026/5	2,046.72
			3729501 11152025		4300 E GARY B ROSEWOOD ELEM 2201700 550230			2026/5	28.05
			1367301 11152025		2750 N 37TH ST ADAMS CRK LIFT NW 2205415 550230			2026/5	20.67
						Total For Check # 333985			2,144.94
11/06/2025	333986	5216 918 WRECKER SERVICE INC.	25-304110		25-304110 10/28/2025	2205010 560200		2026/5	160.00
						Total For Check # 333986			160.00
11/06/2025	333988	5520 MINIVEYOR SYSTEMS INC., USA	7744 DEP		GRIT REMOVAL - PJ 2654380 - DAVID	2205410 570040	2654380	2026/5	23,832.04
						Total For Check # 333988			23,832.04
11/06/2025	333990	822 ADDCO ELECTRIC INC.		26742	Remove the power and conduit from two	2205405 540280		2026/5	2,170.00
						Total For Check # 333990			2,170.00
11/06/2025	333992	489 ADMIRAL EXPRESS LLC		2606798-0	OFFICE CHAIR - PURCHASING	2205130 560240		2026/5	449.99
						Total For Check # 333992			449.99
11/06/2025	333994	149 AMERICAN ELECTRIC		626-029-0-4 10212025	FY26 ANNUAL AGREEMENT - SINGLES	2205406 550250		2026/5	24.71
				333-030-0-6 10212025	FY26 ANNUAL AGREEMENT - SINGLES	2205406 550250		2026/5	24.44
				146-862-0-5 10172025	FY26 ANNUAL AGREEMENT SINGLES	2205406 550250		2026/5	73.82





CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/06/2025	334003	885 ATWOOD DISTRIBUTING LP		3673	BLANKET PO SAFETY SHOES & MISC	2205415 570150		2026/5	10.45
				3675	BLANKET PO SAFETY SHOES & MISC	2205120 560230		2026/5	6.99
							Total For Check # 334003		17.44
11/06/2025	334010	4837 BLACK & VEATCH		6716481	109889	2205305 530870		2026/5	8,071.50
				6716481	109889	2205400 540280		2026/5	14,486.00
				6716480	2251390	2205010 530870	2251390	2026/5	5,800.00
							Total For Check # 334010		28,357.50
11/06/2025	334011	4893 STEINLEIN GROUP LLC		187192	PW STOCK	220 141000		2026/5	494.55
							Total For Check # 334011		494.55
11/06/2025	334014	3 BRENNETAG SOUTHWEST INC		BSW658499	BLANKET PO - CHLORINE	2205410 560340		2026/5	2,361.60
							Total For Check # 334014		2,361.60
11/06/2025	334017	19 BROKEN ARROW ELECTRIC		S3414660.001	BLANKET PO FOR MISC ELECTRICAL	2205115 560230		2026/5	340.40
				S3400176.001	BLANKET PO FOR MISC ELECTRICAL	2205415 560410		2026/5	2,515.61
							Total For Check # 334017		2,856.01
11/06/2025	334018	20 BROKEN ARROW LAWN &		127976	BLANKET PO FOR MISC	2205305 560230		2026/5	57.03
							Total For Check # 334018		57.03
11/06/2025	334019	594 BUILDERS SUPPLY, INC.		791568	BLANKET PO FOR MISC BUILDING	2205100 560180		2026/5	556.93
							Total For Check # 334019		556.93
11/06/2025	334023	3569 CASCADE ENGINEERING INC.		251013515	Sourcewell Contract 041521CEI	2205010 560420		2026/5	31,324.40
							Total For Check # 334023		31,324.40
11/06/2025	334027	996 CITY OF BROKEN ARROW		179057	Payroll Run 1 - Warrant 251024	220 218180		2026/4	1,272.48
				179057	Payroll Run 1 - Warrant 251024	220 218360		2026/4	8,914.36
							Total For Check # 334027		10,186.84
11/06/2025	334028	295 CITY OF TULSA		170425-2124599 10/25	170425-2124599 485 N POPLAR AVE	2205010 540300		2026/5	285.12
							Total For Check # 334028		285.12
11/06/2025	334032	5323 COLUMN SOFTWARE PBC		B6BD5005-0258	BIDS FOR ADVERTISING	2205130 550050		2026/5	116.07
				B6BD5005-0260	BIDS FOR ADVERTISING	2205130 550050		2026/5	118.35
							Total For Check # 334032		234.42



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/06/2025	334033	1270 CORE & MAIN		CNV1000016450 CNV1000016382 CNV1000016377 CNV1000016367 CNV1000016520	PW STOCK ORDER PW STOCK ORDER pw stock pw stock order PW STOCK ORDER	220 141000 220 141000 220 141000 220 141000 220 141000		2026/5	440.00 1,850.00 53.78 738.24 7,875.00
							Total For Check # 334033		10,957.02
11/06/2025	334035	2857 CUSTOM TREE CARE &		0000178	Trees in Alley @ 2nd and Broadway	2205305 540280		2026/5	3,860.00 3,860.00
							Total For Check # 334035		
11/06/2025	334036	4867 DARR EQUIPMENT LP		SW0358408-3	unit # 2453	2205130 540200		2026/5	195.00 195.00
							Total For Check # 334036		
11/06/2025	334040	2820 DOG ON IT PARKS		21783	PW STOCK-BAGS MITTEN	220 141000		2026/4	2,388.00 2,388.00
							Total For Check # 334040		
11/06/2025	334044	399 ENVIRONMENTAL		059280	902.0096.PFQ Marprene loadsure elements	2205405 560450		2026/5	1,350.00 1,350.00
							Total For Check # 334044		
11/06/2025	334046	738 ESRI INC		900102286	Geographic Information Systems Software	2201205 540550		2026/5	85,000.00 85,000.00
							Total For Check # 334046		
11/06/2025	334047	1394 EWT HOLDINGS 111 CORP		907274252	MOVE DI SET UP TO OLD WINDSTREAM	2205404 540280		2026/5	800.00 800.00
							Total For Check # 334047		
11/06/2025	334048	748 EWING		27966245	PW STOCK	220 141000		2026/5	993.27 993.27
							Total For Check # 334048		
11/06/2025	334057	2617 FROMAN		248816 248817	FUEL FOR STREETS LOCATION - TBD FUEL FOR STREETS LOCATION - TBD	220 142000 220 142000		2026/5	11,249.43 9,375.09
							Total For Check # 334057		20,624.52
11/06/2025	334060	674 GARVER ENGINEERS		2401215-5 2401110-9 2302471-14	2025 On Call Water Modeling 2554620 Water Master Plan Bass Pro Pump Station WL22020	2205205 530870 2205400 570160 2205400 570160	2552130 2554620 WL22020	2026/5 2026/5 2026/5	9,271.27 29,144.36 2,225.50
							Total For Check # 334060		40,641.13



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/06/2025	334061	153 GELLCO UNIFORMS & SHOES	00302733		BLANKET PO FOR UNIFORMS/BOOTS	2205405 560100		2026/5	134.99
						Total For Check # 334061			134.99
11/06/2025	334064	76 GRAINGER		9687768359	1 5/16 combo wrench	2205415 560230		2026/5	449.40
						Total For Check # 334064			449.40
11/06/2025	334066	944 GREEN COUNTRY TESTING	95599		95599 SEPT 30, 2025	2205210 530870	SW25110	2026/5	1,275.00
						Total For Check # 334066			1,275.00
11/06/2025	334067	5564 GRISWOLD INDUSTRIES	924940		924940 AUG 12, 2025	2205400 570150	165424	2026/5	61,468.00
						Total For Check # 334067			61,468.00
11/06/2025	334068	686 H G FLAKE SUPPLY CO	0419382-IN 0420008-IN 0420121-IN 0420244-IN		BLANKET PO FOR PIPE FITTINGS BLANKET PO FOR PIPE FITTINGS BLANKET PO FOR PIPE FITTINGS BLANKET PO FOR PIPE FITTINGS	2205405 560230 2205405 560450 2205405 560230 2205405 560230		2026/5	45.00
						Total For Check # 334068			613.70
								2026/5	31.00
								2026/5	345.36
									1,035.06
11/06/2025	334069	106 HACH COMPANY		14704264	BLANKET PO CHEM/LAB SUPPLIES	2205410 560340		2026/5	101.65
						Total For Check # 334069			101.65
11/06/2025	334070	4111 HAMPSHIRE INDUSTRIAL		251080	251080 OCT 28, 2025	2205405 540320		2026/5	1,765.00
						Total For Check # 334070			1,765.00
11/06/2025	334071	1144 HDR, INC		1200766540	CITY COUNCIL APPROVED 04/01/25	2205400 570160	2554730	2026/5	32,104.80
						Total For Check # 334071			32,104.80
11/06/2025	334074	4978 HIPOWER SYSTEMS	2025-194 2025-195		CITY COUNCIL APPROVED 06/16/25 CITY COUNCIL APPROVED 06/16/25	2205415 540280 2205415 540280		2026/5	3,098.14
						Total For Check # 334074			1,069.37
									4,167.51
11/06/2025	334075	2337 ICM OF AMERICA INC		083294	PW STOCK-PAINT, WHITE MARKING	220 141000		2026/5	159.60
						Total For Check # 334075			159.60
11/06/2025	334076	114 ICMA		1212187 10282025	2026 MEMBERSHIP FOR J SCHUBER	2205010 530850		2026/5	200.00
						Total For Check # 334076			200.00
11/06/2025	334077	4005 IN-SITU INC		INV120719	Replacement brackets for DO probes	2205410 560450		2026/5	963.00



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	PROJECT	YEAR/PERIOD	AMOUNT
11/06/2025	334078	117 INLAND TRUCK PARTS &	IN-1865769		Unit #0602-Jeff B.			963.00
						Total For Check # 334077		
						2205410 540200	2026/5	2,069.86
						Total For Check # 334078		2,069.86
11/06/2025	334080	3537 J & J BOWERS LAWN CARE	110325		BLANKET PO FOR LAWN CARE	2205305 540280	2026/5	7,335.00
						Total For Check # 334080		7,335.00
11/06/2025	334084	5131 KEVIN BEHE	15069		CITY COUNCIL 07/14/25	2205100 540070	2026/5	5.01
			15069		CITY COUNCIL 07/14/25	2205120 540070	2026/5	2.00
			15069		CITY COUNCIL 07/14/25	2205305 540070	2026/5	1.50
			15069		CITY COUNCIL 07/14/25	2205410 540070	2026/5	23.54
			14795		CITY COUNCIL 07/14/25	2205100 540070	2026/5	1.19
			14795		CITY COUNCIL 07/14/25	2205120 540070	2026/5	0.48
			14795		CITY COUNCIL 07/14/25	2205305 540070	2026/5	0.36
			14795		CITY COUNCIL 07/14/25	2205410 540070	2026/5	5.60
			14765		CITY COUNCIL 07/14/25	2205100 540070	2026/5	1.19
			14765		CITY COUNCIL 07/14/25	2205120 540070	2026/5	0.48
			14765		CITY COUNCIL 07/14/25	2205305 540070	2026/5	0.36
			14765		CITY COUNCIL 07/14/25	2205410 540070	2026/5	5.60
			14683		CITY COUNCIL 07/14/25	2205100 540070	2026/5	0.95
			14683		CITY COUNCIL 07/14/25	2205120 540070	2026/5	0.38
			14683		CITY COUNCIL 07/14/25	2205305 540070	2026/5	0.29
			14683		CITY COUNCIL 07/14/25	2205410 540070	2026/5	4.48
			14768		CITY COUNCIL 07/14/25	2205100 540070	2026/5	0.95
			14768		CITY COUNCIL 07/14/25	2205120 540070	2026/5	0.38
			14768		CITY COUNCIL 07/14/25	2205305 540070	2026/5	0.29
			14768		CITY COUNCIL 07/14/25	2205410 540070	2026/5	4.48
			14754		CITY COUNCIL 07/14/25	2205100 540070	2026/5	1.19
			14754		CITY COUNCIL 07/14/25	2205120 540070	2026/5	0.48
			14754		CITY COUNCIL 07/14/25	2205305 540070	2026/5	0.36
			14754		CITY COUNCIL 07/14/25	2205410 540070	2026/5	5.60
						Total For Check # 334084		67.14
11/06/2025	334085	2004 KIMLEY-HORN & ASSOCIATES	061292303-0925	WL23060, WL23070, WL23080, WL23090	2205400 570160	WL23090	2026/5	1,877.50
						Total For Check # 334085		1,877.50
11/06/2025	334090	614 LIGHTING INC/BROKEN ARROW	S3399640.001		BLANKET PO FOR MISC. LIGHTING	2205405 560230	2026/5	249.98



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NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				Total For Check # 334090		249.98
KE SUPPLY COMPANY	56720086-00	BLANKET PO FOR PLUMBING &	2205415 560400		2026/5	33.74
	56716284-00	BLANKET PO FOR PLUMBING &	2205415 560400		2026/5	101.20
	56791024-00	BLANKET PO FOR PLUMBING &	2205415 570150	2554580	2026/5	228.98
	56833196-00	BLANKET PO FOR PLUMBING &	2205410 560230		2026/5	77.48
	56833106-00	BLANKET PO FOR PLUMBING &	2205410 560230		2026/5	40.59
	56821618-00	BLANKET PO FOR PLUMBING &	2205410 560230		2026/5	37.37
			Total For Check # 334091			519.36
RTON SALT INC	5403764624	BLANKET PO FOR WTP SALT	2205405 560340		2026/5	9,307.78
			Total For Check # 334094			9,307.78
A AUTO PARTS	020582	7502	2205406 560200		2026/5	4.25
	020582	9883	2205406 560200		2026/5	12.73
	020582	5W20BULK	2205406 560210		2026/5	24.16
	020582	2413	2205406 560230		2026/5	6.34
	020583	615	2205403 560210		2026/5	45.90
	020585	31MHD	2205305 560200		2026/5	277.78
	020587	FA2031	2205400 560200		2026/5	40.56
	020587	230266	2205400 560200		2026/5	10.91
	020587	300458	2205400 560200		2026/5	49.89
	020587	7151	2205400 560200		2026/5	15.05
	020587	201053	2205400 560200		2026/5	5.67
	020587	15W40BULK	2205400 560210		2026/5	55.80
	020588	0315772	2205010 560200		2026/5	258.08
	020593	2253989	2205010 560200		2026/5	69.56
	020593	2272926	2205010 560200		2026/5	141.82
	020593	6771	2205010 560200		2026/5	46.90
	020593	6770	2205010 560200		2026/5	81.74
	020593	15W40BULK	2205010 560210		2026/5	126.48
	020594	400106	2205010 560200		2026/5	20.80
	020594	1791	2205010 560200		2026/5	20.04
	020594	600447	2205010 560200		2026/5	31.24
	020594	600001	2205010 560200		2026/5	66.65
	020594	550433	2205010 560200		2026/5	63.72
	020594	2803	2205010 560200		2026/5	56.05
	020594	15W40BULK	2205010 560210		2026/5	133.92

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR	PROJECT	YEAR/PERIOD	AMOUNT
NAME	INVOICE	DESCRIPTION	G/L NUMBER		
020595	29558329	2205010 560200		2026/5	125.87
020595	510011035	2205010 560200		2026/5	183.01
020595	500006004	2205010 560200		2026/5	64.75
020595	HDATFBULK	2205010 560210		2026/5	150.22
020599	HDRTU1GAL	2205010 560210		2026/5	51.48
020601	F000184	2205115 560190		2026/5	343.16
020609	S456021	2205010 560200		2026/5	71.88
020610	5295242	2205010 560200		2026/5	117.97
020613	TOYO556640	2205010 560190		2026/5	396.67
020615	TOYO556790	2205410 560190		2026/5	2,236.00
020616	8982373410	2205400 560200		2026/5	47.39
020616	9080XXL	2205400 560230		2026/5	15.56
020619	TOYO556790UM	2205010 560190		2026/5	615.35
020620	GL1943102865	2205305 560190		2026/5	160.30
020622	509994	2205010 560200		2026/5	122.67
020625	8978208901	2205400 560200		2026/5	98.67
020632	F003159	2205010 560190		2026/5	1,156.24
020633	NPB22	2205010 560200		2026/5	16.24
020634	08008	2205010 560230		2026/5	9.82
020637	388BDM	2205010 560190		2026/5	1,213.72
020641	366BDMDUAL	2205010 560190		2026/5	1,912.00
020643	962XL	2205120 560030		2026/5	88.88
020643	TZE651	2205120 560030		2026/5	107.68
020644	366BDMDUAL	2205010 560190		2026/5	956.00
020693	789DEF	2205400 560210		2026/5	11.11
020696	2413	2205410 560230		2026/5	12.68
020696	104	2205410 560230		2026/5	20.65
020696	81464	2205410 560230		2026/5	13.68
020698	60221B	2205120 560200		2026/5	20.76
020700	SL3330	2205405 560210		2026/5	61.10
020708	60191B	2205305 560200		2026/5	18.40
020709	4579	2205115 560200		2026/5	7.11
020709	2725	2205115 560200		2026/5	15.92
020709	7060	2205115 560200		2026/5	4.25
020709	5W20BULK	2205115 560210		2026/5	21.14
020711	P300	2205406 560190		2026/5	24.68
020711	P250	2205406 560190		2026/5	22.12
020715	05532	2205403 560210		2026/5	10.06



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	PROJECT	YEAR/PERIOD	AMOUNT
			020716	EC277	2205305 560200		2026/5	10.26
			020720	MT26	2205410 560200		2026/5	163.22
			020721	28400ZH8013YA	2205305 560200		2026/5	111.51
			020723	X002ZNS9NV	2205010 560200		2026/5	16.61
			020723	XY00034FABA	2205010 560200		2026/5	31.16
			020726	110500	2205403 560200		2026/5	108.88
			020727	3115300SER	2205010 560200		2026/5	193.23
			020728	20180391890	2205010 560200		2026/5	40.06
			020728	HWC09068	2205010 560200		2026/5	13.20
			020728	20180392000	2205010 560200		2026/5	109.38
			020728	20180390830	2205010 560200		2026/5	71.88
			020728	20180390930	2205010 560200		2026/5	50.79
			020729	V501119160110	2205010 560200		2026/5	222.21
			020730	3916048	2205010 560200		2026/5	75.86
					Total For Check # 334095			13,409.48
11/06/2025	334096		020592	H152	2205010 560200		2026/5	1.49
			020596	5051212	2205010 560200		2026/5	0.64
			020596	2413	2205010 560230		2026/5	3.17
			020600	7321205	2205010 560200		2026/5	3.33
			020623	AHDWMPHDC1	2205210 560230		2026/5	7.84
			020639	620800	2205010 560200		2026/5	7.66
			020701	PKA0F3	2205403 560210		2026/5	3.64
			020712	HDRTU1GAL	2205400 560210		2026/5	8.58
			020719	28106	2205403 560200		2026/5	3.26
			020719	90674	2205403 560200		2026/5	3.92
			020722	EN92	2205403 560230		2026/5	3.04
					Total For Check # 334096			46.57
11/06/2025	334097	5247 NEXLEVEL REDI MIX LLC	4966	Blanket PO for Concrete	2205305 560270		2026/5	652.00
					Total For Check # 334097			652.00
11/06/2025	334098	5149 OFFEN PETROLEUM LLC	INV1825067	FUEL FOR STREETS LOCATION - TBD	220 142000		2026/5	15,468.80
					Total For Check # 334098			15,468.80
11/06/2025	334100	4349 OKIE PACKAGING &	320006	PW STOCK	220 141000		2026/5	138.24
					Total For Check # 334100			138.24



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	PROJECT	YEAR/PERIOD	AMOUNT
11/06/2025	334102	98 OKLAHOMA NATURAL GAS CO	267118718 10222025	213920474 2671187 18 OCT 22, 2025	2205120 550240		2026/5	186.14
			267746591 10272025	213955901-2677465-91 OCT 27, 2025	2205400 550240		2026/5	62.68
			267746591 10272025	213955901-2677465-91 OCT 27, 2025	2205305 550240		2026/5	62.67
			267746591 10272025	213955901-2677465-91 OCT 27, 2025	2205415 550240		2026/5	188.95
			267746591 10272025	213955901-2677465-91 OCT 27, 2025	2205415 550240		2026/5	186.91
			267746591 10272025	213955901-2677465-91 OCT 27, 2025	2205100 550240		2026/5	207.77
			267746591 10272025	213955901-2677465-91 OCT 27, 2025	2205415 550240		2026/5	49.45
			267746591 10272025	213955901-2677465-91 OCT 27, 2025	2205415 550240		2026/5	30.33
			267746591 10272025	213955901-2677465-91 OCT 27, 2025	2205415 550240		2026/5	61.54
			267746591 10272025	213955901-2677465-91 OCT 27, 2025	2205415 550240		2026/5	79.59
			267746591 10272025	213955901-2677465-91 OCT 27, 2025	2205415 550240		2026/5	39.91
			267746591 10272025	213955901-2677465-91 OCT 27, 2025	2205415 550240		2026/5	29.38
			267746591 10272025	213955901-2677465-91 OCT 27, 2025	2205415 550240		2026/5	33.61
			267746591 10272025	213955901-2677465-91 OCT 27, 2025	2205415 550240		2026/5	47.52
			267746591 10272025	213955901-2677465-91 OCT 27, 2025	2205415 550240		2026/5	48.28
			267746591 10272025	213955901-2677465-91 OCT 27, 2025	2205415 550240		2026/5	48.26
			267746591 10272025	213955901-2677465-91 OCT 27, 2025	2205415 550240		2026/5	47.66
			267746591 10272025	213955901-2677465-91 OCT 27, 2025	2205415 550240		2026/5	47.66
			267746591 10272025	213955901-2677465-91 OCT 27, 2025	2205415 550240		2026/5	42.67
			267746591 10272025	213955901-2677465-91 OCT 27, 2025	2205415 550240		2026/5	34.03
			267746591 10272025	213955901-2677465-91 OCT 27, 2025	2205410 550240		2026/5	184.30
					Total For Check # 334102			1,719.31
11/06/2025	334111	232 PREFERRED BUSINESS	DC030525	DC030525 08/01/2025	2205010 540330		2026/5	161.00
			DC030525	DC030525 08/01/2025	2205406 540330		2026/5	99.00
			DC029934	DC029934 07/01/2025	2205010 540330		2026/5	161.00
			DC029934	DC029934 07/01/2025	2205406 540330		2026/5	99.00
			DC031651	DC031651 10/01/2025	2205010 540330		2026/5	161.00
			DC031651	DC031651 10/01/2025	2205406 540330		2026/5	99.00
			DC031111	DC031111 09/01/2025	2205010 540330		2026/5	161.00
			DC031111	DC031111 09/01/2025	2205406 540330		2026/5	99.00
					Total For Check # 334111			1,040.00
11/06/2025	334112	736 PENSKE COMMERCIAL	12587131	unit #1209	2205403 540200		2026/5	2,193.06
					Total For Check # 334112			2,193.06
11/06/2025	334114	5333 PRODIGY LAWN & LANDSCAPE	4023	BLANKET PO FOR LAWN CARE	2205305 540280		2026/5	4,997.00
					Total For Check # 334114			4,997.00



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11/06/2025	334115	1043 PROFESSIONAL ENGINEERING	535742		County Line Trunk Sewer Phase II 2154250	2205410 570160	2154250	2026/5	372.00
						Total For Check # 334115			372.00
11/06/2025	334116	4987 DAVE HARRISON		25A03	PW Stock-shirts	220 141000		2026/5	1,817.25
						Total For Check # 334116			1,817.25
11/06/2025	334118	4765 R.S. HUGHES CO. INC.		81729912-00	PW stock	220 141000		2026/5	562.82
						Total For Check # 334118			562.82
11/06/2025	334119	844 RAM PRODUCTS INC		160310764	160310764 10/23/2025	2205120 560230		2026/5	306.39
						Total For Check # 334119			306.39
11/06/2025	334120	5176 REDEYE CHEMS LLC		1568	POLYMER FOR SLUDGE DEWATERING	2205410 560340		2026/5	8,464.00
						Total For Check # 334120			8,464.00
11/06/2025	334122	922 REXEL USA INC		S143442637.002	Replacement fans for UV cabinets	2205410 560450		2026/5	602.49
				S143442637.001	Replacement fans for UV cabinets	2205410 560450		2026/5	1,204.99
						Total For Check # 334122			1,807.48
11/06/2025	334123	4816 RIVER CITY HYDRAULICS INC		62534	Unit #2418-For Jeff B.	2205010 540200		2026/5	546.75
						Total For Check # 334123			546.75
11/06/2025	334124	2173 RJP GROUP INC		429503	CITY COUNCIL APPROVED 7/14/25 PROJ	2205415 540460	2654490	2026/5	8,740.00
						Total For Check # 334124			8,740.00
11/06/2025	334126	1725 RUSH TRUCK CENTERS OF		3042708408	unit # 2565 - jeff	2205010 540200		2026/5	150.17
						Total For Check # 334126			150.17
11/06/2025	334127	84 SAF T GLOVE INC		1047058-00	PW STOCK	220 141000		2026/5	162.11
				1047095-00	PW STOCK	220 141000		2026/5	75.52
						Total For Check # 334127			237.63
11/06/2025	334129	335 SERVICE OKLAHOMA		L0091278040	L0091278040 OCT 29, 2025	2205120 560230		2026/5	25.50
				L0194183896	L0194183896 OCT 22, 2025	2205120 560230		2026/5	50.00
				L1655807192	TAG AND TITLE SERVICES FOR UNIT	2205410 560230		2026/5	40.00
				L1746290520R	L1746290520R AUG 27, 2025	2205120 560230		2026/5	69.50
						Total For Check # 334129			185.00



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/06/2025	334132	1586 SIGN SOLUTIONS		5663	5663 10/24/2025	2205120 540200		2026/5	375.50
						Total For Check # 334132			375.50
11/06/2025	334135	942 SODER MECHANICAL INC		W17245	W17245 OCT 29, 2025	2205405 540550		2026/5	1,790.00
						Total For Check # 334135			1,790.00
11/06/2025	334141	4224 NORTHWEST ARKANSAS		5471	bumper pull trailer	2205403 570040	2654160	2026/5	19,450.00
						Total For Check # 334141			19,450.00
11/06/2025	334143	4478 TRANSCO SUPPLY COMPANY	1063919		DISINFECTANT, LYSOL FOAMING	220 141000		2026/5	233.28
			1063920		PW STOCK	220 141000		2026/5	324.32
			1063918		DISINFECTANT, LYSOL FOAMING	220 141000		2026/5	421.98
			1063958		PW STOCK	220 141000		2026/5	265.95
			1064046		PW STOCK	220 141000		2026/5	67.60
						Total For Check # 334143			1,313.13
11/06/2025	334148	949 TULSA WINNELSON COMPANY	650734 01		BLANKET PO MISC. PLUMBING	2205415 560400		2026/5	223.00
			651592 01		BLANKET PO MISC. PLUMBING	2205405 560230		2026/5	109.43
						Total For Check # 334148			332.43
11/06/2025	334149	1808 TULSA'S GREEN COUNTRY	111604		111604 10/24/2025	2205120 550370		2026/5	1,142.40
			111605		111605 10/24/2025	2205010 550370		2026/5	10,278.13
			111702		TEMP SERVICES WEEK ENDING	2205010 550370		2026/5	11,421.48
						Total For Check # 334149			22,842.01
11/06/2025	334150	333 TURNER ROOFING SERVICES	INV024778		FLEET OFFICE ROOF REPLACEMENT	2205120 570150	2651080	2026/5	37,796.00
						Total For Check # 334150			37,796.00
11/06/2025	334152	744 UNITED RENTALS, INC	254652986-001		BLANKET PO FOR MISC RENTALS	2205410 540320		2026/5	200.00
			254632451-002		BLANKET PO FOR MISC RENTALS	2205410 540320		2026/5	713.00
			254632451-001		BLANKET PO FOR MISC RENTALS	2205410 540320		2026/5	964.94
			254472477-003		BYPASS PUMP RENTAL	2205415 570150	2554580	2026/5	1,363.00
						Total For Check # 334152			3,240.94
11/06/2025	334153	3262 HD SUPPLY, INC	INV00832066		Laboratory Supplies	2205410 560340		2026/5	704.27
						Total For Check # 334153			704.27



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11/06/2025	334154	44 UTILITY SUPPLY		217938 217923 218296 218430 218431 218297 218492	PW STOCK ORDER PW STOCK ORDER PW STOCK 218430 10/24/2025 218431 10/24/2025 PW STOCK ORDER NEEDED BY DONNIE HILTON	220 141000 220 141000 220 141000 2205400 560370 2205406 560380 220 141000 220 141000		2026/5	2,613.12 1,890.00 270.00 871.73 1,270.64 7,543.30 4,455.00 Total For Check # 334154 18,913.79
11/06/2025	334158	1169 VERIZON		6126578749	6126578749 SEPT 22-OCT 21, 2025	2205404 550540		2026/5	60.01 60.01
11/06/2025	334159	39 VERMEER GREAT PLAINS, INC.	E01543		CITY COUNCIL APPROVE 09/02/25-PROJ	2205403 570030	2654150	2026/5	134,603.50 134,603.50
11/06/2025	334162	897 WASTE MANAGEMENT QUARRY	0068588-2185-0 0068532-2185-8		DISPOSAL OF SCREENING/GRIT AT DISPOSAL OF SCREENINGS/GRIT AT	2205410 540330 2205410 540300		2026/5 2026/5	167.66 248.09 415.75
11/06/2025	334163	1095 WINDSTREAM HOLDINGS II LLC	101124486 10302025		101124486 OCT 30, 2025 918-251-3383	2205100 550220		2026/5	122.24 122.24
11/06/2025	334164	1373 YELLOWHOUSE MACHINERY	1052286		UNIT 1942	2205403 540200		2026/5	2,819.62 2,819.62
11/07/2025	334168	5209 LANDMARK STRUCTURES I, LP	PA 8 165424		Prj 165424 - Elevated Storage Tank	2205400 570150	165424	2026/5	739,538.75 739,538.75
11/07/2025	334169	25 NAPA AUTO PARTS		020858 020861 020864 020865 020866 020866 020869 020872 020874 020876	GR14CHTR 10171 9080XL 85001 36RM72 26RM68 4325P 388BDM 366BDMDUAL 7822265	2205305 560210 2205010 560230 2205010 560230 2205010 560190 2205305 560200 2205305 560200 2205010 560230 2205010 560190 2205010 560190 2205115 560200		2026/5 2026/5 2026/5 2026/5 2026/5 2026/5 2026/5 2026/5 2026/5 2026/5	50.80 8.79 15.56 106.44 51.73 36.84 29.92 1,213.72 943.50 6.52

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NAME	INVOICE	DESCRIPTION	G/L NUMBER		
020877	31200	2205403 560210		2026/5	81.84
020879	0710843004	2205010 560200		2026/5	57.27
020880	8983296262	2205010 560200		2026/5	51.51
020880		2205010 560200		2026/5	25.00
020882	3823256	2205010 560200		2026/5	21.00
020883	0133130000	2205010 560200		2026/5	109.99
020886	35020300Q0	2205404 560200		2026/5	261.11
020886	15244300R	2205404 560200		2026/5	611.11
020887	100255	2205400 560200		2026/5	4.25
020887	4211	2205400 560200		2026/5	14.22
020887	200941	2205400 560200		2026/5	12.97
020887	20811	2205400 560210		2026/5	23.61
020887	115	2205400 560210		2026/5	14.44
020887	0W20BULK	2205400 560210		2026/5	30.80
020888	BKMAT1520UM	2205120 560230		2026/5	89.59
020889	05103	2205410 560230		2026/5	22.68
020895	6101	2205010 560200		2026/5	14.79
020896	2413	2205010 560230		2026/5	6.34
020897	2413	2205010 560230		2026/5	6.34
020898	281350	2205305 560200		2026/5	2,777.78
020899	46AW2BULK	2205010 560210		2026/5	36.83
020901	511559	2205010 560200		2026/5	235.56
020902	35012	2205010 560210		2026/5	2.61
020903	789DEF	2205403 560210		2026/5	11.11
Total For Check # 334169					6,986.57
Total For Fund 220					4,006,588.56
Number of Invoices For Fund 220					800

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	PROJECT	YEAR/PERIOD	AMOUNT
11/06/2025	334006	16 BANK OF OKLAHOMA	0000MVBA5000		TRUSTEE FEES 1550-0005369	2215410 581050	2026/5	500.00
			0000MVBA5000		TRUSTEE FEES 1550-0005369	2215410 581050	2026/5	750.00
			0000MVBA5000		TRUSTEE FEES 1550-0005369	2215410 581050	2026/5	750.00
			0000MVBA5000		TRUSTEE FEES 1550-0005369	2215410 581050	2026/5	750.00
			0000MVBA5000		TRUSTEE FEES 1550-0005369	2215410 581050	2026/5	2,000.00
					Total For Check # 334006			4,750.00
					Total For Fund 221			4,750.00
					Number of Invoices For Fund 221			5



City of Broken Arrow

Request for Action

File #: 25-1581, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 11-17-2025

Title:

Presentation of new Broken Arrow Municipal Authority Construction Sign

Background:

Presentation of proposed new sign to be used for BAMA construction projects.

Cost: \$0

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Proposed New BAMA Construction Sign

Recommendation:

No action



BROKEN ARROW
Municipal Authority

SCALE: 3/4" = 1'-0"

CITY OF BROKEN ARROW

PROJECT SIGN

DATE	REVISIONS
DESIGN	
DRAFTED	
DDS	12/20/22
REVIEWED	
RTS	SP-20
APPROVED	
EJE	OF

NOTES:

SIGN TO BE CONSTRUCTED FROM 1/2" PLYWOOD (EXTERIOR).
FONT: AERIAL BOLD, HELVETICA BOLD, OR EQUAL.
BOLTS: 5/16" DIA. GR. 5 FLANGED GALVANIZED BOLT WITH 2 FLAT WASHERS AND GR. 5 SERRATED FLANGED NUT (12 REQUIRED).
CITY LOGO TO BE PROVIDED BY THE CITY OF BROKEN ARROW.
PROJECT NAME WILL NOT EXCEED 2 LINES.
POST TUBES SHALL MEET ASTM A1011 GRADE 50.
POST TUBE GALVANIZED AS PER ASTM A653 GRADE 90.

7. HEAVY DUTY ANCHOR TUBE SHALL MEET A500 GRADE B, STRUCTURAL TUBE AND STEEL SHALL BE HOT DIP GALVANIZED PER ASTM A123.
8. THE UPPER SIGN POST SHALL TELESCOPE INSIDE THE ANCHOR TUBE A MINIMUM OF 12", ANCHOR TUBE SHALL HAVE A MINIMUM OF 30" WITH 3" MAXIMUM PROJECTION.
9. THE CONCRETE FOOTING SHALL BE CLASS "A" CONCRETE.
10. PRICE BID FOR PROJECT SIGN SHALL INCLUDE ALL MATERIALS, EQUIPMENT, LABOR AND INCIDENTALS REQUIRED FOR EACH IN-PLACE COMPLETE PROJECT SIGN.
11. COMPLETE PROJECT SIGN REMOVAL AT COMPLETION OF PROJECT.
12. PROGRESS AND PERCENT COMPLETE UPDATE TO BE BY CONTRACTOR AS DIRECTED BY ENGINEER.
13. THE USE OF THE CITY LOGO MUST CONFORM TO THE STANDARDS FOR SIGNAGE. RGB: R:250, G:160, B:100. BROKEN ARROW LOGO AND LETTERING USE RGB: R:19, G:61, B:141. LETTERING FONT SHALL BE "PAPYRUS".

CITY OF
BROKEN ARROW
Municipal Authority

UTILITY REVENUE FUNDING PROJECT
REINVESTING IN OUR FUTURE
PROJECT NAME
FUNDING SOURCE

CONTRACTOR:

NAME OF CONTRACTOR

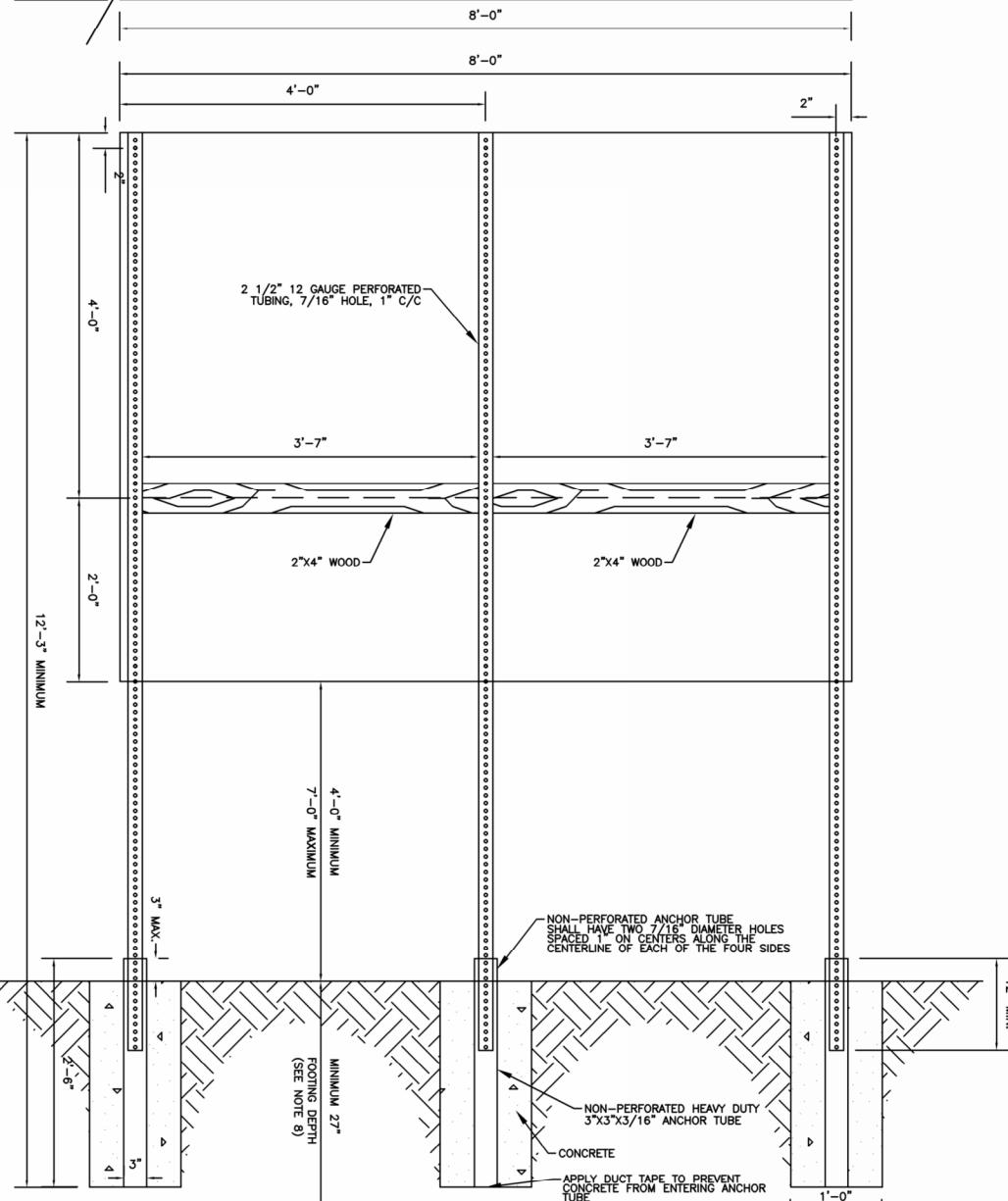
ARCHITECT/ ENGINEER:

NAME OF DESIGN FIRM

GENERAL MANAGER: MICHAEL SPURGEON

BROKEN ARROW COUNCIL

CHAIRPERSON: DEBRA WIMPEE, WARD ONE
VICE-CHAIRPERSON: JONNIE PARKS, AT LARGE
TRUSTEE: LISA FORD, WARD TWO
TRUSTEE: JUSTIN GREEN, WARD FOUR
TRUSTEE: DAVID PICKEL, WARD THREE





City of Broken Arrow

Request for Action

File #: 25-1583, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 11-17-2025

Title:

Consideration, Discussion, and possible approval of an Amendment to Matching Grant Funding Commitment Agreement with City of Tulsa (COT), Regional Metropolitan Utility Authority (RMUA), Tulsa Metropolitan Utility Authority (TMUA), and Broken Arrow Municipal Authority (BAMA) for construction of the Haikey Creek Wastewater Treatment Plant (HCWWTP) Biosolids Improvements (BAMA Project No. HC21020, RMUA Project No. RMUA ES 2020-11)

Background:

In 2022 Jacobs Engineering Group, Inc. was selected on March 10, 2022 to perform professional engineering services for the Biosolids Improvements at HCWWTP. The project included evaluating different alternatives for biosolids handling at the HCWWTP and through this process the alternative for composting of biosolids was selected. This enable the project to be eligible for a fertilizer grant from the United States Department of Agriculture (USDA). The City of Tulsa representatives applied for the USDA Fertilizer Production Expansion Program (FPEP) Grant as the RMUA representative. The project was awarded \$9,600,000.00 for the construction of the HCWWTP Biosolids Improvements. The grant funds are for 20% of the total estimated construction cost of the fertilizer production facility.

This Amendment to the initial Agreement between COT, RMUA, TMUA, and BAMA is to memorialize the obligations of each entity to obtain the USDA FPEP grant and construct the fertilizer production facility.

Cost: \$19,200,000.00

Funding Source: OWRB Loan

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

Approved By: City Manager's Office

Attachments: Amendment to Agreement with RMUA, COT, TMUA, & BAMA for USDA Grant

Recommendation:

Approve and authorize execution of an Amendment to Matching Grant Funding Commitment Agreement with City of Tulsa (COT), Regional Metropolitan Utility Authority (RMUA), Tulsa Metropolitan Utility Authority (TMUA), and Broken Arrow Municipal Authority (BAMA) for construction of the Haikey Creek Wastewater Treatment Plant (HCWWTP) Biosolids Improvements (BAMA Project No. HC21020, RMUA Project No. RMUA ES 2020-11)

AMENDED MATCHING GRANT FUNDING COMMITMENT AGREEMENT

The City of Tulsa (“COT”), Regional Metropolitan Utility Authority (“RMUA”), the Tulsa Metropolitan Utility Authority (“TMUA”), and the Broken Arrow Municipal Authority (“BAMA”) hereby enter into this Amended Matching Grant Funding Commitment Agreement (the “Agreement”) on the last date identified herein accompanying a signature. The parties hereto agree as follows:

SECTION I - RECITALS

WHEREAS, the COT is a municipality within the State of Oklahoma having adopted its initial Charter in 1908;

WHEREAS, the RMUA was created by a Declaration of Trust, dated as of October 10, 1972, for the use and benefit of the Cities of Tulsa, Broken Arrow, Jenks, Bixby, and Owasso, Oklahoma, under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Section 176 to 180.3, inclusive, as amended and supplemented, and other applicable statutes of the State of Oklahoma;

WHEREAS, the TMUA was created by a Declaration of Trust, dated as of April 5, 1957, for the use and benefit of the City of Tulsa, Oklahoma, under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Section 176 to 180.3, inclusive, as amended and supplemented, and other applicable statutes of the State of Oklahoma;

WHEREAS, BAMA was created by a Declaration of Trust, dated as of July 1, 1979, for the use and benefit of the City of Broken Arrow, Oklahoma, under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Section 176 to 180.3, inclusive, as amended and supplemented, and other applicable statutes of the State of Oklahoma;

WHEREAS, the COT, TMUA, RMUA, and BAMA desire to construct a fertilizer production facility at the Haikey Creek Wastewater Treatment Plant, a trust asset of RMUA;

WHEREAS, once constructed the fertilizer production facility will realize operational cost savings and be more environmentally sound than the current procedures being utilized;

WHEREAS, the total construction cost of the fertilizer production facility is estimated to be FORTY-EIGHT MILLION DOLLARS (\$48,000,000.00);

WHEREAS, the parties desire to enable the COT to execute a grant agreement with the United States Department of Agriculture (the “USDA”) for federal grant funds in the amount of Twenty Percent (20%) of the total estimated construction cost of the fertilizer production facility through the Fertilizer Production Expansion Program (the “FPEP”), Funding Opportunity No. RD-RBS-22-01-FPEP;

WHEREAS, a requirement of the USDA FPEP grant award is that the COT demonstrate that sufficient matching funds are currently available to pay eighty percent (80%) of the total

construction cost of the fertilizer production facility, or alternatively, that the COT provide the USDA a commitment and certification that sufficient matching funds will be available in the future to pay eighty percent (80%) of the fertilizer production facility as part of the grant agreement execution;

WHEREAS, the parties desire to enable COT to provide the USDA a commitment and certification that sufficient matching funds will be available in the future to pay eighty percent (80%) of the total construction cost of the fertilizer production facility;

WHEREAS, the COT, RMUA, TMUA, and BAMA entered into the original Matching Grant Funding Commitment Agreement on December 14, 2022 to memorialize the obligations of each entity to obtain the USDA FPEP grant and construct the fertilizer production facility; and

WHEREAS, the COT, RMUA, TMUA, and BAMA desire to enter this Amended Agreement to memorialize the obligations of each entity to obtain the USDA FPEP grant and construct the fertilizer production facility.

SECTION II - SPECIFIC TERMS

1. The COT agrees to provide a commitment and certification to accompany its USDA FPEP grant agreement that matching funds totaling eighty percent (80%) of the estimated cost to construct the fertilizer production facility, not to exceed ~~THIRTY-EIGHT MILLION FOUR-HUNDRED THOUSAND DOLLARS~~ (\$38,400,000.00), will be available in the future pursuant to the terms of this Agreement.
2. RMUA herein agrees to pay to the COT all FPEP matching grant funds required pursuant to the grant terms, not to exceed ~~THIRTY-EIGHT MILLION FOUR HUNDRED THOUSAND DOLLARS~~ (38,400,000.00), on a progressive pay basis within thirty (30) days of receipt of periodic invoices from the COT for expenditures incurred in constructing the fertilizer production facility.
3. TMUA herein agrees to pay to the RMUA Fifty Percent (50%) of all matching grant funds required pursuant to the grant terms, not to exceed ~~NINETEEN MILLION TWO-HUNDRED THOUSAND DOLLARS~~ (\$19,200,000.00), on a progressive pay basis within thirty (30) days of receipt of periodic invoices from the RMUA for expenditures incurred in constructing the fertilizer production facility.
4. BAMA herein agrees to pay to the RMUA Fifty Percent (50%) of all matching grant funds required pursuant to the grant terms, not to exceed ~~NINETEEN MILLION TWO-HUNDRED THOUSAND DOLLARS~~ (\$19,200,000.00), on a progressive pay basis within thirty (30) days of receipt of periodic invoices from the RMUA for expenditures incurred in constructing the fertilizer production facility.
5. The COT will allocate the negative pooled interest resulting from expending funds in advance to the RMUA Operating Account.

6. RMUA agrees to repay the COT for any project costs disallowed by the USDA within thirty (30) days of receipt of a notice of disallowance.

SECTION III – GENERAL TERMS

7. **Default** - A party's failure to timely perform the obligations identified herein shall be a material breach and default of this Agreement. In the event of default, the non-defaulting party may pursue all available legal remedies.
8. **Warranties and Representations** – The parties expressly warrant and represent that they are the exclusive owners of all rights and obligations herein and that they have not assigned, transferred or purported to assign or transfer, voluntarily or involuntarily, or by operation of law, any rights or obligations.
9. **Contractual Terms** - It is expressly understood and agreed that the terms and provisions of this Agreement are contractual, and not mere recitals, and that the covenants contained herein, are fully and finally binding on all parties.
10. **Governing Law** - This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Oklahoma without giving effect to any choice or conflict of law provision or rule (whether of the State of Oklahoma or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Oklahoma and that venue is only proper in the District Court of Tulsa County.
11. **Binding Effect** - This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.
12. **Entire Agreement** - This Agreement represents the entire agreement and understanding between the parties regarding the subject herein, and this Agreement shall supersede any and all prior agreements, arrangements and understandings related to the subject matter hereof. No amendment, modification or waiver of this Agreement shall be valid unless in writing and signed by all parties.
13. **Counterparts** - This Agreement may be executed in any number of counterparts, but together they constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple copies on the respective dates therein below reflected to be effective on the date executed by the Mayor of the City of Tulsa.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

APPROVED BY:

Broken Arrow Municipal Authority, Chairperson

**Broken Arrow Municipal
Authority, General Manager**

ATTEST:

BAMA Secretary

APPROVED AS TO FORM:



Assistant City Attorney

THE TULSA METROPOLITAN UTILITY AUTHORITY
An Oklahoma Public Trust

Chair

Date

ATTEST:

Secretary

Date

APPROVED AS TO FORM:

Attorney for TMUA

Date

RECOMMENDED:

Director of Water and Sewer

Date

TULSA UTILITY BOARD
A Charter agency of the City of Tulsa

Chair

Date

ATTEST:

Secretary

Date

**REGIONAL METROPOLITAN
UTILITY AUTHORITY**

Secretary

Chairman

Date: _____

APPROVED AS TO FORM

RECOMMENDED:

**Attorney for Regional Metropolitan
Utility Authority**

City Engineer

CITY OF TULSA, OKLAHOMA
An Oklahoma Municipal Corporation

Monroe Nichols, Mayor

Date

ATTEST:

Tulsa City Clerk

Date

APPROVED AS TO FORM:

Tulsa Assistant City Attorney

Date



City of Broken Arrow

Request for Action

File #: 25-1582, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 11-17-2025

Title:

Consideration, discussion, and possible approval of and authorization to execute Amendment 2 to Agreement for Professional Engineering Services with Black & Veatch Corporation and the Regional Metropolitan Utility Authority (RMUA) for Haikey Creek Lift Station Phase IV Improvements (Project No. HC23020, RMUA Project No. RMUA ES 2022-04)

Background:

This project will be for upgrading the existing Haikey Creek Lift Station from a firm capacity of approximately 22 Million Gallons per Day (MGD) to 42 MGD. Due to increased sewer flows to this area for both Broken Arrow and Tulsa the station is currently under capacity and in need of improvements. The project will include design for a new Supplemental Lift Station on the existing HCLS site to add 20 mgd firm pumping capacity and associated HVAC, piping, sitework to provide a fully functioning system with the existing facilities as well as associated hydrology and hydraulics (H&H) modeling necessary to meet anticipated permitting requirements. In addition, the preliminary design will include raising existing outdoor electrical equipment within the berm to above the height of the berm as well as raising the access road to the HCLS above the 100-year flood elevation. This amendment will be for preliminary design up through approximately 65% design. A future amendment is anticipated for final design.

This amendment has been negotiated with Black and Veatch Corporation for a fee of \$1,500,970.00 which will be split equally between BAMA and Tulsa. BAMA's portion will be \$750,485.00 for Amendment 2.

Cost: \$750,485.00

Funding Source: OWRB Loan

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

Approved By: City Manager's Office

Attachments: 20251110-Amendment 2-HC23020

Recommendation:

Approve and authorize execution of Amendment 2 to Agreement for Professional Engineering Services with Black & Veatch Corporation and the Regional Metropolitan Utility Authority (RMUA) for Haikey Creek Lift Station Phase IV Improvements (Project No. HC23020, RMUA Project No. RMUA ES 2022-04)

**AMENDMENT FOR
ENGINEERING SERVICES WITH BLACK & VEATCH
PROJECT NUMBER ES 2022-04
CONTRACT NO. 135541**

DESCRIPTION OF WORK AND LOCATION Provide preliminary design of selected solution, Alternative LS 1, to generally 65% completion.

Total Budget	\$1,798,000.00
Original Construction Cost	N/A
Original Design (Study)	\$268,813.00
Additional Design Cost (Study Amendment)	\$28,217.00
Preliminary Design Cost (Amendment No. 2)	\$1,500,970.00
Total Design Cost	\$1,798,000.00
Total Raw Labor Cost	\$501,215.00
Overhead	176.62%
Profit	10.00%
Multiplier	3.04
Total Design Cost / Total Construction Cost	N/A
Advertising Date	TBD

ENGINEERING CONSULTING AMENDMENT CHECKLIST

Over all cover sheet (attached)

- Correct project number and contract number
- Correct account number
- New insurance information (Section 11)
- Summary of original agreement and execution date
- Summary of previous amendments and execution date
- Detailed description of the reason for the amendment
- Signature page separate sheet having "IN WITNESS WHEREOF..." paragraph and signatures
- New detailed man-hour / task breakdown
- New schedule
- Insurance cancellation clause correct (30 days)

Prepared By:

Consulting Engineer



Black & Veatch, Project
Manager

Project Engineer

Lead Engineer

AMENDMENT NO. 2

**TO THE
THE AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS AMENDMENT NO. 2, to the Agreement for Professional Engineering Services (Contract No. 135541) is made between the Regional Metropolitan Utility Authority, a Public Trust of the State of Oklahoma, hereinafter referred to as AUTHORITY, and BLACK & VEATCH CORPORATION, a corporation organized under the laws of the state of Delaware, hereinafter referred to as ENGINEER;

WITNESSETH

WHEREAS, AUTHORITY intends to expand the capacity of the existing Haikey Creek Lift Station located at 11606 South Garnett, Broken Arrow, Oklahoma 74011, hereinafter referred to as the PROJECT; and,

**HAIKEY CREEK LIFT STATION, PHASE IV
PROJECT NO. ES 2022-04**

WHEREAS, AUTHORITY and ENGINEER entered into an AGREEMENT, dated September 13, 2023, under which the ENGINEER was to provide professional services for conceptual planning and design for the Haikey Creek Lift Station Phase IV expansion, hereinafter referred to as the AGREEMENT, and

WHEREAS, AUTHORITY and ENGINEER amended the AGREEMENT via AMENDMENT NO. 1, dated March 12, 2025, to provide additional conceptual design services, hereinafter referred to as AMENDMENT NO. 1,

WHEREAS, AUTHORITY requires certain additional professional services in connection with the PROJECT, hereinafter referred to as the SERVICES, thereby necessitating the amending of the AGREEMENT;

WHEREAS, ENGINEER is prepared to provide such SERVICES;

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

- 1.0 **SCOPE OF PROJECT**: The scope of this PROJECT is described in ATTACHMENT A, **SCOPE OF PROJECT**, which is attached hereto and incorporated by reference as part of this AMENDMENT NO. 2.
- 2.0 **SERVICES TO BE PERFORMED BY ENGINEER**: ENGINEER shall perform the SERVICES, described in Attachment B, **SCOPE OF SERVICES**, which is attached hereto and incorporated by reference as part of this AMENDMENT NO. 2.
- 3.0 **AUTHORITY'S RESPONSIBILITIES**: AUTHORITY shall be responsible for all matters described in ATTACHMENT C, **RESPONSIBILITIES OF THE AUTHORITY**, which is attached hereto and incorporated by reference as part of this AMENDMENT NO. 2.

4.0 **COMPENSATION.** The AUTHORITY and the ENGINEER agree that the ENGINEER shall be compensated for these additional services on a salary multiplier basis in accordance with ATTACHMENT D, **COMPENSATION FOR ADDITIONAL SERVICES**, which is attached hereto and incorporated by reference as part of this AMENDMENT NO. 2.

5.0 **OKLAHOMA FIREARMS ACT COMPLIANCE.** If the ENGINEER has 10 or more full-time employees, and this AGREEMENT exceeds \$100,000 in total value, ENGINEER acknowledges and agrees that, in accordance with and pursuant to 21 O.S. § 1289.31, ENGINEER verifies to AUTHORITY that: (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this AGREEMENT.

6.0 All other terms and conditions of the AGREEMENT of, September 13, 2023 as amended, shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 2 in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Chairman of the Regional Metropolitan Utility Authority.

(SEAL)



ATTEST:

A handwritten signature in black ink.

Andrea Bernica, Assistant Secretary

BLACK & VEATCH CORPORATION (ENGINEER)

A handwritten signature in black ink.

Derek Cambridge, Vice President

Date 10/30/2025

(SEAL)

APPROVED:

Secretary

Chairman

Date _____

APPROVED AS TO FORM:

A handwritten signature in blue ink.

Attorney for Regional Metropolitan
Utility Authority

RECOMMENDED:

A handwritten signature in blue ink.

Director of Water & Sewer

RECOMMENDED:

Broken Arrow Municipal Authority, Chairperson

Broken Arrow Municipal Authority, General Manager

ATTEST:

(SEAL) Secretary

A handwritten signature in black ink.

Broken Arrow Municipal Authority, Asst. City Attorney

SCOPE OF PROJECT

ATTACHMENT A

A. **SCOPE OF PROJECT**. The PROJECT intends to perform development of preliminary design (generally to 65-percent) and associated permitting, project management and administration for the Haikey Creek Lift Station (HCLS), Phase IV expansion. This project is based on the Business Case Evaluation (BCE) Project ID: 21WPC_HC_0002 and ENGINEER's Conceptual Design Report titled "Haikey Creek Lift Station Expansion Alternatives".

The project description is as follows: Increase the firm pumping capacity of the Haikey Creek Lift Station in order to provide improved wet weather performance and allow growth in the basin. The existing firm capacity is approximately 22 MGD. This project will increase the pumping capacity by a minimum 20 MGD to a total capacity of at least 42 MGD. This project scope is described as Alternative LS 1 in the Conceptual Design Report by ENGINEER.

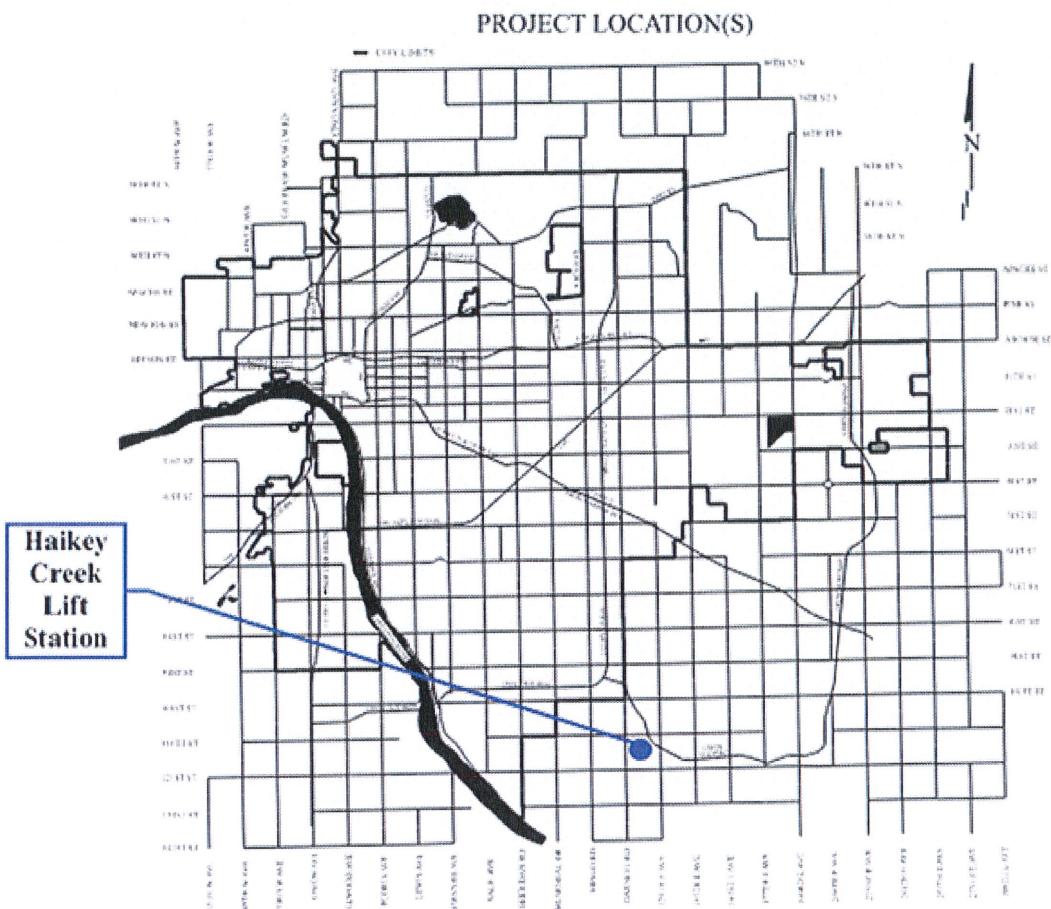
The PROJECT will include preliminary design to a general 65-percent level for a new Supplemental Lift Station on the existing HCLS site to add 20 mgd firm pumping capacity and associated HVAC, piping, sitework to provide a fully functioning system with the existing facilities as well as associated hydrology and hydraulics (H&H) floodplain modeling necessary to meet anticipated permitting requirements. In addition, the preliminary design will include raising existing outdoor electrical equipment within the berm to above the height of the berm as well as raising the access road to the HCLS above the 100-year flood elevation. Completion of preliminary and final design as well as construction phase services will be incorporated through a future Amendment No. 3 as funding is appropriated.

It is hereby understood and agreed by the Parties that upon the AUTHORITY'S determination of the services and materials needed for the PROJECT (See EXHIBIT 1, PROJECT LOCATION), and upon funding of the PROJECT, there will be construction and service contracts which must be entered into in order to consummate the PROJECT, including, but not limited to services and/or construction contracts for engineering, right-of-way acquisition, utility, relocations, construction, equipment, and other services or contracts related to the PROJECT.

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EXHIBIT 1

PROJECT LOCATION



SCOPE OF SERVICES

ATTACHMENT B

B. **SCOPE OF SERVICES.** The services to be performed by the ENGINEER under this AMENDMENT may consist of four (4) phases, as stated below. Further, it is understood and agreed that the date of commencement, rate of progress, and the time of completion of the work to be done hereunder are essential provisions of this AGREEMENT (See Exhibit 2 - Project Schedule); and it is further understood and agreed that the work which is the subject of this AMENDMENT shall commence upon execution of this AMENDMENT and after receipt of a Notice to Proceed for each project as required by AUTHORITY.

The Basic Services of ENGINEER may include, but are not necessarily limited to, the following tasks:

- (i) Utilizing professional knowledge and experience, identify, consider and evaluate the relevant field data required to perform its SERVICES under this Agreement.
- (ii) Designate in writing to AUTHORITY a representative to coordinate all information between ENGINEER and AUTHORITY.
- (iii) Designate a Quality Assurance / Quality Control (QA/QC) review team to provide QA/QC reviews for this PROJECT at all Design Phases of this PROJECT. Team shall consist of a principal of the firm not associated with day-to-day design work of this PROJECT; exceptions will be granted for single-principal firms.
- (iv) Document all meetings, conferences, coordination, and other activities, and send documentation to AUTHORITY within three (3) working days.
- (v) Attend initial conference with AUTHORITY and other administrative and regulatory agencies, including utility companies, to review PROJECT requirements and discuss scheduling of the PROJECT.
- (vi) Attend all public meetings for the PROJECT. It is anticipated one public meeting will be held during construction due to access and other impacts to the Park.
- (vii) Perform all necessary surveys and investigations for the PROJECT.
- (viii) Furnish engineering data, where necessary, for the coordination of the PROJECT with other local projects or with state or federal authorities.
- (ix) Prepare all drawings in conformance with the drafting standards set forth in the current Design Criteria Manual. Drawings shall be 22" x 34" in size.
- (x) Prepare equipment specifications and use existing drawings to identify demolition and replacement.
- (xi) Engineer shall interview maintenance staff and perform research necessary to identify multiple acceptable equipment vendors wherever possible.

(xii) Provide AUTHORITY with a budget analysis and cost estimates for all components of the PROJECT and verify that such cost estimates are within the estimates set forth in the PROJECT Budget provided by the AUTHORITY to ENGINEER. ENGINEER cannot guarantee estimate of scoped services will fall within AUTHORITY'S budget. Redesign of facilities to fit within AUTHORITY'S budget may be provided through a future AMENDMENT.

The PROJECT scope (including future Amendment No. 3) generally consists of preliminary and detailed design; bidding and construction phase services for the Haikey Creek Lift Station (HCLS), Phase IV improvements as identified as Alternative LS 1 (Phase 4) in ENGINEER's Conceptual Design Report titled "Haikey Creek Lift Station Expansion Alternatives." Resident Inspector Services are not included in the scope of this PROJECT, but may be added by a future amendment. This AMENDMENT NO. 2 generally covers design activities through preliminary design. Additional final and general construction phase services tasks for the PROJECT are outlined in this scope and will be incorporated through a future Amendment No. 3 as funding is appropriated. Scope language indicates tasks slated for funding by future Amendment No. 3.

The Phase IV scope includes design and construction phase services for the following facilities:

New Supplemental Lift Station

- New 20 mgd firm capacity Supplemental Lift Station (LS) on the existing HCLS site. This station will serve as the primary HCLS (i.e. "dry" weather) following implementation of the project.
- Electrical, Instrumentation and Controls (I&C) to support operations of the Supplemental LS as well as operational coordination with the existing LS. Electrical equipment within the LS will be elevated above the height of the existing site berm.
- New HVAC, piping, sitework, and miscellaneous improvements to provide a fully functioning system with the existing LS, screening structure, and valve vault.

Existing Lift Station/Site Modifications

- Replacement of pumps in the existing HCLS with dry-pit submersible pumps
- Raise existing outdoor electrical equipment within the berm to be above the height of the existing site berm (El. 626.50). Electrical equipment within the existing LS will not be raised as there is not headroom within the building to adequately raise.
- I&C modifications required to modify the existing LS to operate as the wet weather LS for the site as well as modifications required to coordinate the existing LS with the Supplemental LS to operate as a complete system.
- Elevate the site access road above the 100-year flood elevation. It is assumed a Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) will be required. It is assumed a US Army Corps of Engineers (USACE) Section 404 permit will not be required. If a Section 404 Permit from USACE is required, it is assumed that Waters of the United States (WOTUS) impacts would be minimal and qualify for a Nationwide Permit.

B.0 Phase No. 0. Project Management and Administration. ENGINEER will perform general administrative duties associated with the work assignment, including project set-up, resource and subconsultant management, progress monitoring, scheduling quality assurance/quality control (QA/QC) plan development and updates, general correspondence, office administration, and invoicing. ENGINEER will maintain accurate project documentation and a cost accounting system, including preparation of monthly invoices in a format acceptable to AUTHORITY. Meeting minutes for the period and current insurance certificates will be provided monthly with each professional services invoice.

B.0.1 Progress Reporting. ENGINEER will prepare monthly status reports and general correspondence during the PROJECT. Progress reports will include the AUTHORITY'S standard schedule report, a discussion of work completed and work anticipated to be underway or finished in the upcoming period, and a discussion of supplementation professional services that may be necessary, if applicable.

B.0.2 Monthly Progress Meetings. ENGINEER will preside over one virtual design progress meeting with ENGINEER'S team members and AUTHORITY monthly during the design/bidding portion of the project (anticipated to be 18 design/bidding monthly progress meetings throughout the project). A portion of these meetings will occur following the initiation of future Amendment No.3. Fee for monthly progress meetings during construction is included under B.3 General Construction Services and will be funded through future Amendment No.3.

B.1 Phase No. 1. Preliminary Design. Prepare a preliminary plan and cost estimate; and submit the preliminary plan and electronic copies of design reports, to the AUTHORITY within the approved schedule after the date specified in the Notice to Proceed. The Preliminary Design services to be performed by ENGINEER shall include, but are not limited to, the following:

Add to the conceptual design scope of AMENDMENT NO. 1 the following:

B.1.3.5.7 Additional Conceptual Design Services. Additional conceptual design services beyond those included in AMENDMENT NO 2 required to evaluate and present the additional alternative for above ground Flow Equalization Basin (FEB) storage is included in this AMENDMENT.

Add the following Preliminary Design scope to the PROJECT:

B.1.1 Kickoff workshop to establish critical design parameters. Meeting is assumed to be in-person by ENGINEER's management team and virtual for relevant discipline leads.

B.1.2 Search of existing plans and records. Review of existing available documentation provided by AUTHORITY. A data request will be developed for any additional relevant background data needed; AUTHORITY will provide available data to ENGINEER electronically in a mutually agreeable format.

B.1.3 Initial contact with other AUTHORITY's Departments, and other administrative and regulatory agencies via conference call. Initial investigation site visits for up to three of ENGINEER's discipline staff are also included in this task.

B.1.4 Soil investigations, including test borings and geotechnical report. The geotechnical services will include:

- B.1.4.1 Initial geotechnical exploratory work, by a Subcontractor, including up to four borings of up to 140 total linear feet of boring depth, laboratory testing of samples to obtain data deemed necessary by the ENGINEER for the PROJECT.
- B.1.4.2 Provision, by a Subconsultant, of an initial geotechnical report by a geologist licensed in Oklahoma summarizing and interpreting the collected data from the field investigations and laboratory testing. ENGINEER will provide one electronic copy (PDF format) of the initial geotechnical report to AUTHORITY.
- B.1.4.3 Once final design has proceeded to the point it can be accomplished, provide, through a Subconsultant, a final geotechnical report evaluating the initial geotechnical investigation, field and laboratory test results, and the initial geotechnical report.
 - a. The final evaluation shall be based on the actual design, including sizes, locations, and loadings of structures; types, and extent of excavations; and shall consider both design parameters and constructability.
 - b. If, in the opinion of the ENGINEER, additional geotechnical data are required for the preparation of the final report, these data shall be provided under a future amendment.
- B.1.4.4 The final report shall indicate the anticipated performance of the subsurface material to be encountered on the project both during and after construction, under the loading conditions, use, and types of excavations anticipated. ENGINEER will provide one electronic copy (PDF format) of the final geotechnical report to AUTHORITY.

B.1.5 Ground and aerial surveys. ENGINEER, through a Subcontractor, shall provide survey services as follows:

- B.1.5.1 Determine the horizontal and vertical location of all known utilities within the PROJECT by utilizing OKIE Locates, contacting utility companies, utilizing topographic surveys and information available at the County Clerk's office, and/or land records as needed. Based upon proposed PROJECT improvements, potholing may be required. Locations shall be tied where

possible to survey data and delineated on the construction drawings. Determine relocation requirements for existing utilities.

B.1.5.2 Perform site survey. Site survey shall include a detailed topographic survey of the existing lift station area as well as the access road corridor. Survey will also include portions of S. Garnett Ave approximately 500 linear feet north and south of the existing access road intersection.

B.1.6 Right-of-way and ownership information. ENGINEER, through a Subcontractor, shall provide survey services as follows for the HCLS project site, access road and any additional property (if acquired) for future FEB construction.

B.1.6.1 Employ the services of an abstract company to provide a Property Report. This will require the abstract company to research, document and certify all existing Right of Way within the project limits including Fee Simple (aka Permanent Right of Way), Permanent Easements, Platted Dedication and Deeds of Dedication, whether private or public.

B.1.6.2 Provide one original (signed and sealed) and one copy of the property report to the AUTHORITY along with the initial submittal of construction plans or within 90 days of notice-to-proceed, whichever is earlier.

B.1.6.3 Prepare a Right of Way map showing all existing Right of Way, identified by the abstract company, and including the type of easement or conveyance, the recorded Grantee, Book and Page(s) for all instruments and/or the Plat Number. The Right of Way map shall also show all the proposed additional Right of Way required for the construction of the project.

B.1.6.4 Review all existing Right of Way information and identify any gaps and/or overlaps in the existing Right of Way within the limits of the proposed project including the HCLS site, HCLS access road corridor and any additional property to be acquired for future HCLS site.

B.1.6.5 For all the proposed additional Right-of-Way/Easements required for the construction of the project:

- a. Property acquisition documents shall:
 - i. Use blue ink for certification signatures
 - ii. Be submitted on 8 ½"X 11" paper
 - iii. Comply with Tulsa County Clerk's Office minimum requirements for recording:
 1. Minimum margins of 2 inches at the top of the page and all other margins shall be at least one 1 inch on each side
 2. Minimum 12-point font size
 - iv. Parcels shall be numbered, as follows:
 1. Fee simple & permanent right-of-way shall be identified by whole numbers (i.e. "1.0", "2.0", or "3.0").
 2. Permanent easements shall be identified by number and letter (i.e. "1A", "2A", or "2B")
 3. Temporary construction easements shall be identified by decimal (i.e. "1.1", "1.2", "2.1" or "2.2")
- b. All legal descriptions and Plats of Survey shall include (per parcel):
 - i. Revision Record as shown in Exhibit "A" in the Public Works Real Property Transactions Policy, effective July 1, 2024.

1. Fee simple or permanent right-of-way takes must contain that area (in units of square feet) of the subject property before acquisition or donation, and any change in area resulting from the transfer of property Certified Legal Description and a Plat of Survey as shown in Exhibit "B.1" or Exhibit "B.2" in the Public Works Real Property Transactions Policy, effective July 1, 2024.
2. Comply with the minimum standards of practices set forth by the Oklahoma Administrative Code, Title 245, Chapter 15, Subchapter 13, Minimum Standards for Land Surveying, as amended, and any other applicable laws or standards
3. When the Minimum Standards require monumentation for easements the monuments shall have affixed thereto a durable purple marker or purple cap bearing "ESMT" along with the license number of the land surveyor in responsible charge, or the certificate of Authorization number of the firm performing the survey
4. Include a general location map and address on the plat of survey.
5. Clearly identify all existing permanent right-of-way (a/k/a fee simple), permanent easements, temporary easements, right-of-way or easements closing, etc.
6. Closure Report as shown in Exhibit "C" in the Public Works Real Property Transactions Policy, effective July 1, 2024. Listing points, including coordinates, from a coordinate geometry computerized software program showing mathematical closure of the legal description shall be provided.

- c. Employ the services of an abstract company to provide a certified **Property Report** for each parcel to acquired.
- d. Completed legal descriptions and plats of survey shall be submitted to the AUTHORITY along with preliminary construction plans (65% completion)
- e. Provide a ".kmz" file with submittal of legal descriptions.
- f. The legal descriptions will be staked in the field as needed during the Right- of-Way acquisition process.

B.1.7 Haikey Creek Lift Station, Phase IV Design Memorandum (Engineering Report). Prepare a design memorandum and preliminary drawings to an approximately 35% completion to establish agreement on scope, parameters, performance requirements and project approach for Phase IV improvements at the Haikey Creek Lift Station (HCLS).

The PROJECT design memorandum will include the following:

- Design criteria
- Preliminary layouts for new facilities (new lift station, pumps and supporting, electrical, I&C and HVAC)
- Preliminary layouts and sections for relocation of existing outdoor electrical facilities to the top of the berm elevation (El. 626.50)
- Preliminary pump selections for new submersible pumps in the new Supplementary Lift Station
- Replacement pump selections for dry-pit submersible pumps for the existing station
- Process and instrumentation diagrams of major systems
- Regulatory and code requirements
- Preliminary modeling, plans and sections of the proposed elevated access road to the facility

- Summary of permit requirements, including those related to elevation of the access road
- Preliminary construction schedule
- Class 4 Opinion of Probable Construction Cost (OPCC) in accordance with the recommendations of the Association for the Advancement of Cost Engineering (AACE).

B.1.7.1 Stormwater/Runoff Modeling for Access Road Design. Develop a 2D hydraulic model of the area using supplied or acquired lidar or other topographic/bathymetric information if available. This model will include sections of the Little Haikey Creek, along with Haikey Creek, and the confluence of the two streams using flows from FEMA Flood Insurance Study (FIS). The purpose of this model is to provide velocities and shear stresses needed to evaluate erosion potential along the access road and design erosion protection measures if needed. This model will also serve an ancillary purpose to understand the hydraulic connections of the two streams and their interaction with the access road as needed for the FEMA No-Rise/CLOMR.

- Construct a 2D hydraulic model of project area and confluence of streams

Hydraulic Modeling for FEMA No-Rise/CLOMR with FEMA Model

- Request FEMA Effective Hydraulic Model from FEMA.
- Pre-Project (Existing) Conditions Hydraulic Modeling - With information gained from the 2D hydraulic model, ENGINEER shall review existing models provided by AUTHORITY to determine modifications to the effective 1D model required using additional cross sections to accurately represent the access road and confluence area under existing conditions. Anticipating changes will need to be made, thereby creating a Corrected Effective model. The Corrected Effective model will be considered the Pre-Project (Existing) Conditions model.
- Revised or Post-Project Conditions Hydraulic Modeling - Utilize existing models provided by AUTHORITY, with modifications performed, to determine Base Flood Elevation (BFE) for setting access road profile and extents. Develop preliminary road plan and profile and confirm permitting requirements based on the analysis. This model will be used for the proposed new FEMA flood mapping.
- Evaluation of Alternatives – The CLOMR process requires an evaluation of alternatives that would not increase the BFE. A simplified HEC-RAS analysis of using a bridge or culverts to convey flow under the access road would be investigated.
- CLOMR Documentation and MT-2 Forms – Prepare the required CLOMR documentation (Narrative, MT-2 Application Forms, Hydraulic Models, Topographic Workmap, Annotated FIRM)

- Technical Study Data Notebook (TSDN) to include the following:
 - Narrative describing the project and methodology of the analysis
 - Provided effective models will be reviewed for their modeling approach used in the confluence site area, developing a corrected effective model for the project area of interest if required.
 - Hydraulic modeling required of the 10-, 50-, 100-, and 500-yr flood frequencies along with a floodway will be modeled. The following conditions models, as applicable, will be submitted:
 - i. Duplicate Effective Model
 - ii. Corrected Effective Model
 - iii. Pre-Project (Existing) Conditions Model
 - iv. Revised or Post-Project Conditions Model
- Support the Community Concurrence process by submitting the MT-2 forms for local floodplain administration approval to the City of Broken Arrow (COBA) and the City of Bixby.
- Support the required public notification process - coordination with COBA and the City of Bixby. Coordinate for the notification letters to be sent to the affected property owner's by COBA; ENGINEER would provide the letter template, and other information that needs included in the letter
 - i. Certification no structures are located in areas that would be affected by the BFE increase
 - ii. Documentation of the individual legal notice sent to all property owners, explaining the impact of the proposed action on their property.

B.1.7.2 Environmental Due Diligence. Review environmental data from federal, state, and local regulatory agency online sources to identify potential site constraints that may impact design, constructability, schedule, and/or permitting. Sources include NAIP aerial photography, National Wetlands Inventory (NWI) data for wetlands and surface waters, the NRCS Web Soil Survey, the Information for Planning and Consultation (IPaC) database for federally protected species and critical habitat, and Oklahoma Department of Wildlife Conservation resources for state-listed species within the PROJECT area. In addition to identifying species concerns for PROJECT execution, IPaC data will also be used to support Endangered Species Act compliance documentation as part of the CLOMR requirements.

Wetland Survey. Conduct a site visit to perform a waters of the U.S. (WOTUS) delineation, per U.S. Army Corps of Engineers (USACE) guidance, to delineate the type, location, and extent of WOTUS features within a defined PROJECT survey area.

- Field verify NWI data from the U.S. Fish and Wildlife Service.
- Document onsite findings in a Surface Waters Delineation Report (delineation report) that meets USACE Regional Supplement standards, for use should it be determined that coordination with USACE may be required.
- It is assumed no WOTUS will be identified; therefore, no permitting under Sections 404 and 401 of the Clean Water Act is included in this SCOPE OF SERVICE; final determination requires final road alignment and field delineation of wetlands as indicated in the following bullet.
- It is assumed that onsite survey work will be completed by ENGINEER in one (1) day.

- If WOTUS are present and cannot be avoided by PROJECT design, ENGINEER can support Section 404 permitting as part of a future additional scope of work.

Conservation Resources Survey. At the time of the wetland survey, ENGINEER will document the potential onsite occurrence for other conservation resources, including federally and state protected species and their habitats, including migratory birds and raptors protected under the Migratory Bird Treaty Act and Bald and Golden Eagle Protection Act, respectively. The onsite findings and any applicable avoidance measures and time-of-year restrictions will be documented in a formal memo to support the CLOMR application, design documentation, contractor guidance, etc.

Cultural Resources Review. It is assumed the PROJECT has no federal nexus (e.g., no Section 404 Permit) that would trigger consultation with the Oklahoma Historical Society under Section 106 of the National Historic Preservation Act.

Results of the wetland survey findings will be included a delineation report as described above.
Findings from the species survey will be documented by a brief technical memorandum.

B.1.7.3 Design Memorandum/Engineering Report Review Workshop. Meet with the AUTHORITY and obtain comments on the design memorandum approximately one week after the draft Design Memorandum has been provided. It is anticipated a half-day in-person review workshop will be required. Key project leadership will attend in person with additional professionals of ENGINEER attending virtually as needed. PROJECT Schedule is based on AUTHORITY providing comments within one week after Review Workshop.

B.1.7.4 Finalize Design Memorandum. Incorporate AUTHORITY comments and issue the Final Design Memorandum/Engineering Report.

B.1.8 Permitting and Regulatory

B.1.8.1 Provide Design Memorandum (Engineering Report). Provide Engineering Report for ODEQ review on behalf of AUTHORITY. Funding Agency Coordinating Team (FACT) format report is not required. Respond to questions from agencies through written and verbal correspondence and document decisions through electronic mail (no meetings are anticipated). Preparation of Environmental Information Document (EID) for the PROJECT and has not been included in the Scope of Services.

B.1.8.2 ODEQ Coordination. Prepare the ODEQ Permit to Construct Application. A placeholder for the ODEQ Construction Permit fee of up to Five Thousand Eight Hundred Twenty-Five Dollars (\$5,825.00) has been included in the fee). Permit fees in excess of the placeholder amount will be the responsibility of the AUTHORITY.

B.1.8.3 Access Road Permitting Coordination. The access road is located within City of Broken Arrow city limits; however, it will also involve coordination with the City of Bixby for the modifications to the intersection, and Tulsa County for modifications of the park roads. FEMA

will require a hydraulic analysis and submittal of proposed drawings for the CLOMR and future modeling with as-built drawings for the LOMR.

B.1.8.4 **Building Permit Coordination.** Obtaining the Building Permit will be the responsibility of the Contractor. ENGINEER will support in the submittal of any supporting documentation required for Deferred Submittals as part of the Building Permit process, if needed. The Governing Authority will be the City of Broken Arrow and will include Fire Marshall coordination, as needed.

B.1.8.5 **Floodplain Permit Coordination.** ENGINEER will coordinate with the City of Broken Arrow's Floodplain Administrator and if applicable with the City of Bixby's Floodplain Administrator to develop and submit application for the Floodplain Permit. fee. A placeholder for floodplain permitting fee of up to Five Hundred Dollars (\$500.00) has been included in the fee (estimates are \$200 for the City of Broken Arrow, and up to \$150 for the City of Bixby). Permit fees in excess of the placeholder amount will be the responsibility of the AUTHORITY.

B.1.8.6 **Conditional Letter of Map Revision (CLOMR).** Following review by AUTHORITY of 65% Design, ENGINEER will develop and submit a CLOMR. Coordination of CLOMR submittal with FEMA and the City. A placeholder for the CLOMR fee of up to Seven Thousand Two Hundred and Fifty Dollars (\$7,250.00) has been included in the fee. Permit fees in excess of the placeholder amount will be the responsibility of the AUTHORITY.

- a) FEMA Submittal (initial 90-day review period)
 - Comment resolution (potential request from FEMA for additional information, another 90-day review period following any resubmittal)

B.1.9 **Develop Preliminary Design.** Develop the preliminary design for the PROJECT to an approximate 65% level of completion, including the following documents:

- Preliminary P&IDs of major systems
- Power distribution functional diagram
- Major sections showing equipment, structural, and piping modifications
- Major equipment specifications
- Electrical plans and sections
- Instrumentation diagrams
- Civil/site utility plans
- Project requirements specification including a draft sequence of construction
- Commodity specifications
- Preliminary front-end specifications (does not include AUTHORITY provided front-end specifications and contracts)

Tasks B.1.9.1 to B.1.11 will be executed as part of future Amendment No. 3.

B.1.9.1 **Preliminary Design (65%) Review Workshop.** Prepare and present and updated Opinion of Probable Construction Cost (AACE Class 3) for the PROJECT. Meet with the AUTHORITY

and obtain comments on the preliminary design approximately one week after submittal of the draft. It is anticipated a half-day review workshop will be required for review of PROJECT.

AUTHORITY comments will be incorporated into the Final Design; a revised Preliminary Design (65%) package incorporating comments will not be issued. Key project leadership will attend in-person with additional professionals of ENGINEER attending virtually as needed. PROJECT Schedule is based on AUTHORITY providing comments within one week after Review Workshop.

- B.1.10 ENGINEER shall furnish 10 half-size copies of the Design Documents (Engineering Report and 65% Preliminary Design) and other documents listed in B.1. The 65% submittal will also include a copy of the plans in PDF and all related CAD files in the native CAD file format (e.g. AutoCAD, or equivalent used by ENGINEER). MicroStation files will not be supplied as part of this task.
- B.1.11 Designate a Quality Assurance / Quality Control (QA/QC) review team to provide QA/QC reviews for this PROJECT at the Final Design Phase of this PROJECT. Team shall consist of a principal of the firm not associated with day-to-day design work of this PROJECT; exceptions will be granted for single-principal firms.

Deliverables for Phase B.1: Electronic survey file (CAD format), Draft and Final Geotechnical Report Files (PDF), Draft Design Memorandum (Draft Engineering Report, PDF), Final Design Memorandum (Final Engineering Report, PDF), Surface Waters Delineation Report, brief technical memorandum documenting species survey; ODEQ Documentation, City of Broken Arrow and City of Bixby Floodplain Permit Application, CLOMR, Draft Preliminary Design (65%, PDF and hard copy), 35% and 65% Review Workshops agenda and meeting notes.

- B.2 **Phase No. 2. Final Design.** Final design shall include the preparation of final plans for the PROJECT together with all specifications and related contract documents required for the construction of the PROJECT by the AUTHORITY'S construction contractor; Final Design shall be in accordance with AUTHORITY'S Standards, detailed specifications, and approved Preliminary Plans prepared in Phase No. 1, and shall be submitted to the AUTHORITY within the approved schedule after the date specified in the Notice to Proceed for Phase No. 2. All tasks in B.2 will be executed as part of future Amendment No. 3.

The Final design tasks shall include the following:

- B.2.1 Final Field investigations.
- B.2.2 Final detailed design of process, components, structures, and appurtenances.
- B.2.2.1 Contract Plans shall include as a minimum:
 - a. Cover Sheet including:

- i. Location Map
 - ii. Reference to City of Tulsa/ODOT Standards
- b. Project Site Overview Map/Sheet Index
- c. Pay Quantities and Construction Notes
- d. General Construction Notes
- e. Work Item Tables (as applicable):
 - i. Drainage Area Map
 - ii. Stormwater Calculations
 - iii. Stormsewer Summary Sheet (drainage structures/inlets/pipes/etc.)
- f. Stormwater Management Plan Sheet
- g. Erosion Control Plan
- h. Geometric Data
- i. Survey Control Sheets (Tie to COT/ADS Permanent Benchmark as verified by COT Survey Department.)
- j. Section Corners/Lines
- k. ROW Identification of needs
- l. Property Lines/Right-of-Way/Easements
- m. Certified Property Reports and Legal for ROW
- n. Topographic Survey Sheets
- o. Plan & Profile Sheets (Vertical scale 1" = 10' / 1"= 5', Horizontal scale shall be 1"=20') (Not Required)
- p. Abandonment Plan Sheet (as applicable) (Not Required)
- q. Manhole Plan Sheet (as applicable) (Not Required)
- r. Intersection Details/Blowups (as applicable) (Not Required)
- s. Miscellaneous Details
- t. Updated Opinion of Probable Construction Cost (AACE Class 2)

B.2.2.2 Final Design (95%) Review Workshop. Meet with the AUTHORITY and obtain comments on the final design approximately one week after draft Final Design documents are provided for review. It is anticipated a half-day review workshop will be required for review of PROJECT

and PROGRAM. AUTHORITY comments will be incorporated into the pre-advertisement review set; a revised Final Design (95%) package will not be issued. Key project leadership will attend in person with additional professionals of ENGINEER attending virtually as needed. PROJECT Schedule is based on AUTHORITY providing comments within one week after Review Workshop.

- B.2.3 Designate a Quality Assurance / Quality Control (QA/QC) review team to provide QA/QC reviews for this PROJECT at the Final Design Phase of this PROJECT. Team shall consist of a principal of the firm not associated with day-to-day design work of this PROJECT; exceptions will be granted for single-principal firms.
- B.2.4 ENGINEER shall furnish 10 half-size copies of the Pre-Final Design (95%) and other documents for review listed in B.2. The submittal will also include a copy of the plans in PDF and all related CAD files.
- B.2.5 ENGINEER shall furnish 10 half-size pre-advertisement check sets. ENGINEER shall furnish one (1) original Final Signed, Sealed, Dated Drawing Set. It shall be 22" x 34" in size and also scanned & formatted to half-size to scale (11" x 17"). Provide two sets of final documents to ODEQ as required.
- B.2.6 PROJECT Schedule is based on AUTHORITY providing comments within two weeks of receiving pre-advertisement check sets. Following a one-week turnaround of Final Sealed Drawing Set by ENGINEER, signed mylars will be provided by AUTHORITY within two weeks.
- B.2.7 ENGINEER shall furnish 10 half-size copies and 10 copies of final bound bid books and two USB 2.0 flash memory drives of the proposal for bidding purposes. The submittal will also include a copy of the full and half-size drawings and specifications in PDF and all related CAD files.
- B.2.7.1 ENGINEER shall furnish 10 half-size plan sets that contain all addendum changes in paper and 2 electronic copies. The submittal will also include a copy of the plans in PDF and all related CAD files.
- B.2.7.2 ENGINEER shall submit all applicable signed, completed Design Project Checklists with final design review submittal.
- B.2.8 Bidding Assistance. ENGINEER shall attend and lead virtual pre-bid conference(s), prepare addenda, furnish ENGINEER'S estimate(s) in a format acceptable to AUTHORITY, tabulate bids and recommend award of contract(s).
- B.2.9 Provide Conformed to Bid Drawings. Following the bid opening and award of bid by AUTHORITY and prior to the construction pre-work meeting, revise Drawings to incorporate changes made during the Bidding Phase by addendum. Provide AUTHORITY with pdf format files of the conformed drawings and electronic copies of the files in AutoCAD. At AUTHORITY's request, ENGINEER may transmit electronic PDF format conformed drawings

and specifications to the Contractor for their use in making additional sets. Specifications will not be revised for changes made via addenda during bidding.

Deliverables for Phase B.2: Draft Final Design, Pre-advertisement Check Set, One Original set Signed and Sealed of Final Contract Documents (including hard and electronic copies), addenda (if required), Final OPCC (Engineer's Estimate), Bid Tabulation, Recommendation of Award, Conformed to Bid Drawings (PDF and AutoCAD format)

B.3 Phase No. 3. General Services During Construction. All tasks in B.3 will be executed as part of future Amendment No. 3.

- B.3.1 Provide assistance to AUTHORITY in awarding construction contract(s).
- B.3.2 Pre-construction conference. ENGINEER will lead and attend a pre-construction conference with the selected Contractor. ENGINEER will develop an agenda and provide minutes for the meeting.
- B.3.3 Assist in conducting a public construction meeting to facilitate public notification. ENGINEER will lead development of materials and support presentation in one public meeting held following Contractor award, but prior to mobilization. AUTHORITY will be responsible for providing a facility to host the meeting and notifying/inviting attendees.
- B.3.4 Provide surveys for horizontal and vertical control.
 - B.3.4.1 It is mutually agreed that the Construction Contract shall provide that the Contractor be responsible for staking the work site based on the survey control established by the ENGINEER; Contractor shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the AUTHORITY.
 - B.3.4.2 Construction Contract also shall provide that the Contractor report to the ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary change in grades or locations.
- B.3.5 Contractor Coordination. Review documents submitted by the Contractor for general conformance with the design conformity to the Project and compliance with the information given in the Contract Documents
- B.3.5.1 Submittal Reviews. Review drawings and other data submitted by the CONTRACTOR as required by the Construction Contract Documents. ENGINEER's review will be for general conformity to the Construction Contract Documents and will not relieve the CONTRACTOR of any of his contractual responsibilities. Such reviews will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

Review of submittals will be limited to those required by the Construction Contract Documents. Costs for additional reviews will be borne by CONTRACTOR or AUTHORITY, as specified in

the Submittals section of the technical specifications. ENGINEER will review up to Three Hundred (300) submittals (each resubmittal is considered a submittal), under this AGREEMENT.

B.3.5.2 Operation and Maintenance Manual (O&M) Review. ENGINEER will review vendor- or manufacturer-prepared O&M manuals submitted by the CONTRACTOR as required by the Construction Contract Documents. ENGINEER's review will be for general conformity to the Construction Contract Documents and will not relieve the CONTRACTOR of any of his contractual responsibilities. Such reviews will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto. ENGINEER will review up to Seven (7) vendor- or manufacturer-supplied O&M manuals under this AGREEMENT following the three-step process of an initial submittal transmittal, a re-submittal transmittal, and the final O&M manual transmittal.

B.3.5.3 Requests for Information. Interpret Construction Contract Documents when requested by AUTHORITY or the CONTRACTOR. ENGINEER will review up to Fifty-five (55) requests for information (RFIs) under this AGREEMENT.

B.3.6 General Construction Services.

B.3.6.1 Periodic Inspections/Monthly Progress Meetings. Monitor construction progress, provide periodic inspection as necessary to confirm contract conformance. Periodic inspections will coincide with Monthly Progress Meetings (24 meetings anticipated). During construction, ENGINEER's out of town professionals will attend Contractor's monthly progress meeting, virtually. If held in-person, ENGINEER's Project Manager or Engineering Manager will attend in person on a quarterly basis with ENGINEER's other key staff joining virtually. It is anticipated there will be 24 monthly construction project meetings).

B.3.6.2 Change Orders. Provide documentation to assist in the processing of change orders, including applications for extension of construction time, as requested. Evaluate the cost and scheduling aspects of change orders as requested and, where necessary, negotiate with the CONTRACTOR to obtain a fair price for the work. Said negotiation will be subject to the approval of AUTHORITY. ENGINEER will assist with up to Eight (8) formal change orders and Fifteen (15) change order requests under this AGREEMENT.

B.3.6.3 Allowance Authorizations (AAs). AUTHORITY will prepare allowance authorizations (AAs) to incorporate changes to the work or new work added into the Construction Contract Documents by

AUTHORITY or Contractor. ENGINEER will review and sign AAs for acceptability of design modifications to the PROJECT.

B.3.6.4 Inspection and Test Report Review. Review certificates of inspection and tests, which are to be assembled by the Contractor in accordance with the Construction Contract Documents and transmit them to AUTHORITY.

B.3.6.5 Performance Tests. Analyze data from equipment performance testing by the Contractor or supplier when the Construction Contract Documents require the equipment to be tested after installation. Submit conclusions to AUTHORITY and advise Contractor of acceptability.

B.3.6.6 Asset Listing and Tagging Worksheet. Under the construction contract, Contractor will be required to provide a listing of assets and their associated tag numbers in the AUTHORITY's standard Excel worksheet. ENGINEER will review Contractor's completion of the worksheet to verify information required by the AUTHORITY has been provided and is in general conformance with asset information submitted. Field verification by ENGINEER of installed assets is not included. It is the Contractor's responsibility to complete a thorough quality control review to ensure installed components fully match those submitted (i.e. same make, model, and serial numbers).

B.3.6.7 Materials Testing. ENGINEER will review test reports provided by Contractor as required by Contract Documents for conformance with Contract Documents and coordinate with Contractor and AUTHORITY to address discrepancies. Materials testing for Quality Assurance (QA) purposes will be provided by the AUTHORITY under a separate agreement.

B.3.7 Provide Inspection Services. NOT USED

B.3.8 Witness testing. NOT USED. ENGINEER will review test reports submitted by CONTRACTOR to confirm satisfactory results of the factory performance test.

B.3.9 Special Inspections. ENGINEER will review deviation reports and remedial actions developed by Others for conformance with the Contract Documents. ENGINEER's personnel will review and seal as Registered Design Professional in Responsible Charge (RDPHC) as required by the Contract Documents. Signing and sealing the of the Final Report of Special Inspections shall be by AUTHORITY (via contract with Others), where required. Materials testing for Quality Assurance and Special Inspection required by the Contract Documents will be coordinated and performed by AUTHORITY or under a separate AMENDMENT.

B.3.10 Punch List Development. Following substantial completion, lead the final inspection and prepare punch list as necessary. ENGINEER's major discipline leads will participate in the punch list development.

B.3.11 Final Punch List Verification. Following completion of the punch list by Contractor, participate in the final punch list verification (participants will include ENGINEER's Project Manager or Engineering Manager)

B.3.12 Start-up Support. ENGINEER has budgeted two days for two professionals to be onsite to support AUTHORITY if requested, for a total of 32 person hours onsite. ENGINEER developed

training or operations narratives outside of vendor supplied training required via Contractor is included in this scope.

B.3.13 Standard Operating Procedures Narrative – ENGINEER will provide a process-oriented narrative for the pumping scenarios, force main systems, and odor control at HCLS. The narrative provided will be best suited for use by a mixture of experienced and inexperienced staff and will cover dry and wet weather pumping functions of the supplemental and existing lift stations as a complete system. The narrative will provide information on pump, and force main combinations available for pump flow scenarios across the system design range.

- The draft narrative will be provided to AUTHORITY in advance of a one-hour virtual review meeting to receive AUTHORITY comments. Comments will be incorporated and the final narrative will be developed using Microsoft Word; the final document will be provided in both pdf and word electronic versions as well as up to 10 hard copies, if desired.
- The narrative will not address non-process equipment such as building HVAC, facility lighting, electrical transformers or other auxiliary equipment and systems. The narratives will not address topics of any other system beyond the pumping and force main system previously described.
- The chapters for the narrative will be Introduction, Pumps, and Odor Control.
- The Pump and Odor Control chapters will have the following subsections:
 - Process Objective and Description. Operator-centric descriptions of the system with the objective of connected the system processes. The section will include a description of the normal operating modes for dry and wet weather scenarios across the design range of flows as in the design memorandum and the P&IDs. The goal is to provide an overview of system; it is assumed staff understands equipment and has access to the vendor equipment O&M manuals. The narrative will not provide equipment operation information or step-by-step instructions, but will provide information on the operation of the whole system.
 - Operational Process Control. Operator-centric description of the system or process with the objective of providing site-specific process control tools and directions.
 - Key Performance Indicators. This will include those items operators will need to monitor that are important to the pump station systems.
 - Process Control Troubleshooting. The troubleshooting guide will generally not address equipment troubleshooting.

B.3.14 Operations Staff Training - ENGINEER will provide operator-centric training on the overall pumping and force main system to staff at a location provided by the AUTHORITY. The training material will be developed to include the overall pumping and force main system during dry and

wet weather scenarios over the range of design flows. The training material will not address non-process equipment such as electrical, HVAC, lighting or other ancillary systems.

A draft PowerPoint presentation will be developed for the training and reviewed in a one-hour virtual review meeting to receive AUTHORITY feedback. AUTHORITY comments will be incorporated and a final training presentation developed. The training slide deck will be provided to the AUTHORITY electronically in both PDF and PowerPoint formats.

The training will be given up to two times either on the same day or sequential days to minimize costs. Each training session will last up to two hours. The schedule for training will be coordinated with AUTHORITY to cover the greatest number of staff.

- B.3.15 ENGINEER agrees to provide these services for a period of time estimated to equal the time necessary for construction of the PROJECT, anticipated to be up to 51 months to final completion (42 active months assumed).
- B.3.16 Conformed to Construction Drawings. Prepare for the AUTHORITY a set of showing those changes made during the construction process based on marked-up prints, drawings and other data furnished by the Contractor and AUTHORITY to ENGINEER. Information regarding changes made during the construction process as described in the previous sentence will be provided under the terms of the Construction Contract Documents.
- B.3.16.1 After contractor redline drawings are provided from AUTHORITY, submit record drawings on mylar and provide a PDF copy of record drawings, and provide the native CAD file format (e.g. AutoCAD, MicroStation, or equivalent) of the record drawings.
- B.3.17 Letter of Map Revision (LOMR). Based on conformed to construction drawings, ENGINEER will develop and submit a LOMR. A placeholder for the LOMR fee of up to Eight Thousand Two Hundred and Fifty Dollars (\$8,250.00) has been included in the fee. Permit fees in excess of the placeholder amount will be the responsibility of the AUTHORITY.
 - Data Gathering and QA/QC: This includes collecting the CLOMR model for review, all pertinent as-built drawings for incorporation of updated cross sections, and updated terrain information or survey.
 - Stormwater Runoff Modeling – Updating terrain and cross sections with as-built information in the HEC-RAS model. Perform hydrologic and hydraulic modeling and updating the CLOMR HEC-RAS model to a LOMR HEC-RAS model.
 - MT-2 Forms – Prepare LOMR documentation, maps, models and MT-2 forms for submittal
 - Review Agency Coordination – Coordinate with FEMA and the City of Broken Arrow information required to supplement the permit processing.
 - FEMA Response and Resubmittal – Address FEMA comments and further data requests for their review of initial submission. Prepare documents for resubmittal.

Deliverables for Phase B.3: Submittal and O&M Responses (in format/system allowable by specification); RFI Responses (in format/system allowable by specification); Punch List; Final Punch List verification; Special Inspections Documentation (providing signature as Registered Design Professional in Responsible Charge (RDPHC) only); Start-up Support Documentation (if needed); Draft and Final Operations Narrative for Pump and Force Main System Operation, Draft and Final Slide Deck for O&M Staff Training (in PDF and PowerPoint formats; Staff Training Logs; Conformed to Construction Drawings (PDF and AutoCAD format), LOMR

EXHIBIT 2
PROJECT SCHEDULE

EXHIBIT 2
PROJECT SCHEDULE

MILESTONE	MONTHS FROM NTP																				Future Amendment No. 3						
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
B.0 Project Management and Administration (portion in future Amend. No. 3)																											
B.1 Preliminary Design Services																											
Project Initiation, Data Review, and Site Visit																											
Site Investigation/Survey																											
Engineering Report Draft																											
Engineering Report Final																											
Preliminary Design (65%, small amount continues to Amend. No. 3)																											
Preliminary Design Review (future Amend. No. 3)																											
B.2 Final Design (future Amend. No. 3)																											
Final Design (future Amend. No. 3)																											
Bidding (future Amendment No. 3)																											
B.3 General Services During Construction (future Amend. No. 3)																											

RESPONSIBILITIES OF THE AUTHORITY

ATTACHMENT C

C. **RESPONSIBILITIES OF THE AUTHORITY.** The AUTHORITY agrees:

C.1. Reports, Records, etc. To furnish, as required by the work, and not at expense to the ENGINEER:

C.1.1. Records, reports, studies, plans, drawings, and other data available in the files of the AUTHORITY, which may be useful in the PROJECT.

C.1.2. Standard drawings and standard specifications.

C.2. Access. To provide access to public and private property when required in performance of ENGINEER'S services.

C.3. Staff Assistance. To furnish the services of at least one of AUTHORITY'S employees or staff who has right of entry to, and who has knowledge of, AUTHORITY'S facilities relating to this PROJECT.

C.3.1. To furnish legal assistance as required in the preparation, review and approval of construction documents.

C.3.2. To furnish staff assistance in locating existing utilities and in expediting their relocation.

C.4. Review. To examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of ENGINEER.

C.5. Record Drawings. Provide redline markups of completed construction for the ENGINEER to create record drawings.

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ATTACHMENT "D"

COMPENSATION

ATTACHMENT D

D. COMPENSATION.

ENGINEER shall be paid as compensation for the professional services set forth in this AMENDMENT NO. 2 and itemized in (see EXHIBIT 3, FEE SCHEDULE), an amount not to One Million Five Hundred Thousand Nine Hundred Seventy Dollars and Zero/100 Dollars (\$1,500,970.00).

The ENGINEER acknowledges the following summary of modifications to the Fee Schedule as stated in the original Contract and modified by AMENDMENT Nos. 1 and 2:

D.4. Travel and Subsistence Reimbursement. Travel and subsistence from outside the Tulsa Metropolitan Area shall be reimbursed at actual costs and not exceed current GSA Rates. Local travel will not be reimbursed.

D.7 Special Services Allowance.

At the sole discretion of AUTHORITY, a Special Services Allowance for geotechnical, potholing, abstract (real estate) research, and/or permit/review fees may be provided by AUTHORITY. Any such allowance will be for the direct cost of the Special Services, not to exceed Zero Dollars and Zero Cents (\$0.00) and will not include payment of any markup, profit or overhead to ENGINEER. Use of the Special Services Allowance must be authorized, in writing, by the AUTHORITY. No additional Special Services Allowance is included in this AMENDMENT NO. 2.

Original Contract Amount	\$268,813.00
AMENDMENT NO. 1	\$28,217.00
AMENDMENT NO. 2	<u>\$1,500,970.00</u>
Total Amended Contract Amount	<u>\$1,798,000.00</u>

EXHIBIT 3

PROJECT FEE SCHEDULE

EXHIBIT 3
FEE SCHEDULE

Task	Description	HOURS/COST TOTALS IN USD \$:		CONTRACT TOTALS IN USD \$:		Client Position	Project Director	Project Manager	Project Controls	Project Administration	Project Accountant	Project Billing	Estimator
		46	269	16,731	\$ 86,964								
Task 1 B.0 Project Management and Administration													
11.01	B.0.1 PM Admin			9	43					22			
11.02	B.0.1 Progress Reporting				79		45		44		45		85
11.03	B.0.2 Monthly Progress Meetings (Design/Bid, Monthly Constr Progress in 3.6.1)			19	30								
Task 1 Subtotal		28	152										
Task 2 B.1 Preliminary Design - Kickoff/site Investigations													
21.01	B.1.1 Kickoff workshop			2	8								
21.02	B.1.2-3 Data Review and Initial Agency outreach (+ disc initial site visit)				2								
21.03	B.1.4 Soil Investigations/geotech				1								
21.04	B.1.4.1 Geotechnical borings (sub)												
21.05	B.1.4.2 Initial Geotechnical Report (sub)												
21.06	B.1.4.3 Final Geotechnical Report (sub)												
21.07	B.1.5 Survey (sub)				1								
Task 2 Subtotal		2	12										
Task 3 B.1.7 Design Memo (Eng Report) 35%													
31.01	B.1.7.1 Draft Design Memo			4	22								
31.02	B.1.7.1. H & H HEC-RAS 2D Model for Access Road Design												
31.03	B.1.7.1. H & H Review and Modify Existing Hydraulic Models (CLOMR)												
31.04	B.1.7.1. H & H Revised or Post Project Conditions Hydraulic Models (CLOMR)												
31.05	B.1.7.1 H & H Evaluation of Alternatives (CLOMR)												
31.06	B.1.7.1. H & H Prepare CLOMR Documentation and MT-2 Forms (CLOMR)												
31.07	B.1.7.3 Draft Design Memo/Eng Report Review Workshop			2	8								34
31.08	B.1.7.4 Final Design Memo/Eng Report				2								
31.09	B.1.7.5 Engine Generator Evaluation												
31.10	B.1.7.6 Environmental Due Diligence Review												
Task 3 Subtotal		6	32										
Task 4 B.1.8 Permitting and Regulatory													
41.02	B.1.8.2 ODEQ Coordination			4	6								
41.03	B.1.8.3 Access Road Permit Coord (HUB led)				2		4						
41.06	B.1.8.4 Building Permit Coordination						2						
41.07	B.1.8.5 Floodplain Permit Coordination						2						
41.08	B.1.8.6 Prepare CLOMR documentation and coordination with FEMA and City						2						
Task 4 Subtotal		6	16										
Task 5 B.1.9 Preliminary Design (65%)													
51.01	B.1.9 Preliminary Design (65%)			2	40								
Task 5 Subtotal		2	40										
Task 6 B.1.0 Additional Conceptual Design Support													
111.01	B.1.3.5.7 Additional Conceptual Support			2	17								
Task 11 Subtotal		2	17										

EXHIBIT 3
FEE SCHEDULE

FEES SCHEDULE									
Task	Description	Client Position	Project Coordinator	Project Controls	Engineering Manager	H&H Lead/QC	H&H Modeler	Permitting QC	Permitting Lead
		HOURS/COST TOTALS IN USD \$:	CONTRACT TOTALS IN USD \$:	\$ 21	17	321	138	572	7
Task 1									
B.0 Project Management and Administration									
11.01	B.0.1 PM Admin								
11.02	B.0.1 Progress Reporting								
11.03	B.0.2 Monthly Progress Meetings (Design/Bid, Monthly Constr Progress in 3.6.1)								
	Task 1 Subtotals			21	17	321	138	572	7
Task 2									
B.1 Preliminary Design - Kickoff/site Investigations									
21.01	B.1.1 Kickoff workshop								
21.02	B.1.2-3 Data Review and Initial Agency outreach (+ disc initial site visit)								
21.03	B.1.4 Soil Investigations/geootech								
21.04	B.1.4.1 Geotechnical borings (sub)								
21.05	B.1.4.2 Initial Geotechnical Report (sub)								
21.06	B.1.4.3 Final Geotechnical Report (sub)								
21.07	B.1.5 Survey (sub)								
	Task 2 Subtotals			28					
Task 3									
B.1.7 Design Memo/Eng Report (35%)									
31.01	B.1.7.1 Draft Design Memo								
31.02	B.1.7.1 H & H HEC-RAS 2D Model for Access Road Design								
31.03	B.1.7.1 H & H Review and Modify Existing Hydraulic Models (CLOMR)								
31.04	B.1.7.1 H & H Revised or Post-Project Conditions Hydraulic Models (CLOMR)								
31.05	B.1.7.1 H & H Evaluation of Alternatives (CLOMR)								
31.06	B.1.7.1 H & H Prepare CLOMR Documentation and MT-2 Forms (CLOMR)								
31.07	B.1.7.3 Draft Design Memo/Eng Report Review Workshop								
31.08	B.1.7.4 Final Design Memo/Eng Report								
31.09	B.1.7.5 Engine Generator Evaluation								
31.10	B.1.7.6 Environmental Due Diligence Review								
	Task 3 Subtotals			79	66	536	3	66	
Task 4									
B.1.8 Permitting and Regulatory									
41.02	B.1.8.2 ODEQ Coordination								
41.03	B.1.8.3 Access Road Permit Coord (HUB led)								
41.06	B.1.8.4 Building Permit Coordination								
41.07	B.1.8.5 Floodplain Permit Coordination								
41.08	B.1.8.6 Prepare CLOMR documentation and coordination with FEMA and City								
	Task 4 Subtotals			19	72	36	4		
Task 5									
51.01	B.1.9 Preliminary Design (85%)								
	Task 5 Subtotals				87				
Task 6									
B.1.10 Additional Conceptual Design Support									
11.01	B.1.3.5.7 Additional Conceptual Support								
	Task 11 Subtotals				26				

EXHIBIT 3
FEE SCHEDULE

Task	Description	Client Position		Permitting	Project Engineer	EIT	Architectural QA/QC	Architectural Lead	Structural QA/QC	Structural Lead
		Support	Project Engineer							
HOURS/COST TOTALS IN USD \$:										
	CONTRACT TOTALS IN USD \$:	\$ 10,555	\$ 125,347	\$ 84,357	\$ 5,842	\$ 15,498	\$ 12,007	\$ 35,619		
Task 1 Subtotals										
Task 1: B.0 Project Management and Administration										
11.01	B.0.1 PM Admin									
11.02	B.0.1 Progress Reporting									
11.03	B.0.2 Monthly Progress Meetings (Design/Bid, Monthly Constr Progress in 3.6.1)				38					10
Task 2: B.1 Preliminary Design - Kickoff/Site Investigations										
21.01	B.1.1 Kickoff workshop				4	4				2
21.02	B.1.2-3 Data Review and Initial Agency outreach (+ disc initial site visit)				8					13
21.03	B.1.4 Soil Investigations/Geotech									1
21.04	B.1.4.1 Geotechnical borings (sub)				2	2				1
21.05	B.1.4.2 Initial Geotechnical Report (sub)				2	2				1
21.06	B.1.4.3 Final Geotechnical Report (sub)				1	1				1
21.07	B.1.5 Survey (sub)				4	4				
Task 2 Subtotals										
Task 3: B.1.7 Design Memo/Eng Report (35%)										
31.01	B.1.7.1 Draft Design Memo				190	190	4	14	4	39
31.02	B.1.7.1 H & H-HEC-RAS 2D Model for Access Road Design									
31.03	B.1.7.1 H & H Review and Modify Existing Hydraulic Models (CLOMR)									
31.04	B.1.7.1 H & H Revised or Post-Project Conditions Hydraulic Models (CLOMR)									
31.05	B.1.7.1 H & H Evaluation of Alternatives (CLOMR)									
31.06	B.1.7.1 H & H Prepare CLOMR Documentation and MT-2 Forms (CLOMR)									
31.07	B.1.7.3 Draft Design Memo/Eng Report Review Workshop				12	8		4		5
31.08	B.1.7.4 Final Design Memo/Eng Report				22	22	2	12	2	3
31.09	B.1.7.5 Engine Generator Evaluation									
31.10	B.1.7.2 Environmental Due Diligence Review				17					
Task 3 Subtotals										
Task 4: B.1.8 Permitting and Regulation										
41.02	B.1.8.2 ODEQ Coordination				53					
41.03	B.1.8.3 Access Road Permit Coord (HUB led)									
41.06	B.1.8.4 Building Permit Coordination									
41.07	B.1.8.5 Floodplain Permit Coordination									
41.08	B.1.8.6 Prepare CLOMR documentation and coordination with FEMA and City				4	8				
Task 4 Subtotals										
Task 5: B.1.9 Preliminary Design (65%)										
51.01	B.1.9 Preliminary Design (65%)					347	298	17	55	34
Task 5 Subtotals										
Task 6: B.1.10 Additional Conceptual Design Support										
111.01	B.1.3.5.7 Additional Conceptual Support					43				
Task 11 Subtotals										

EXHIBIT 3
FEE SCHEDULE

HOURS/COST TOTALS IN USD \$:									
CONTRACT TOTALS IN USD \$: \$ 69,943 \$ 5,103 \$ 4,913 \$ 43,225 \$ 13,179 \$ 55,864 \$ 24,956									
Task	Description								
Task 1	B.0 Project Management and Administration								
11.01	B.0.1 PM Admin								
11.02	B.0.1 Progress Reporting								
11.03	B.0.2 Monthly Progress Meetings (Design/Bid, Monthly Constr Progress in 3.6.1)								
	Task 1 Subtotals								
	B.1 Preliminary Design - Kickoff/site Investigations								
2/01	B.1.1 Kickoff workshop								
2/02	B.1.2-3 Data Review and Initial Agency outreach (+ disc initial site visit)								
2/03	B.1.4 Soil Investigations/geo tech								
2/04	B.1.4.1 Geotechnical borings (sub)								
2/05	B.1.4.2 Initial Geotechnical Report (sub)								
2/06	B.1.4.3 Final Geotechnical Report (sub)								
2/07	B.1.5 Survey (sub)								
	Task 2 Subtotals								
	B.1.7 Design Memo/Eng Report 35%								
3/01	B.1.7.1 Draft Design Memo								
3/02	B.1.7.1 H & H HEC-RAS 2D Model for Access Road Design								
3/03	B.1.7.1 H & H Review and Modify Existing Hydraulic Models (CLOMR)								
3/04	B.1.7.1 H & H Revised or Post Project Conditions Hydraulic Models (CLOMR)								
3/05	B.1.7.1 H & H Evaluation of Alternatives (CLOMR)								
3/06	B.1.7.1 H & H Prepare CLOMR Documentation and MT-2 Forms (CLOMR)								
3/07	B.1.7.3 Draft Design Memo/Eng Report Review Workshop								
3/08	B.1.7.4 Final Design Memo/Eng Report								
3/09	B.1.7.5 Engine Generator Evaluation								
3/10	B.1.7.6 Environmental Due Diligence Review								
	Task 3 Subtotals								
	B.1.8 Permitting and Regulatory								
4/02	B.1.8.2 ODEQ Coordination								
4/03	B.1.8.3 Access Road Permit Coord (HUB led)								
4/06	B.1.8.4 Building Permit Coordination								
4/07	B.1.8.5 Floodplain Permit Coordination								
4/08	B.1.8.6 Prepare CLOMR documentation and coordination with FEMA and City								
	Task 4 Subtotals								
	B.1.9 Preliminary Design (65%)								
5/01	B.1.9 Preliminary Design (65%)								
	Task 5 Subtotals								
	Task 6 Additional Conceptual Design Support								
11/01	B.1.3.5.7 Additional Conceptual Support								
	Task 11 Subtotals								
	Grand Total								
	137								

EXHIBIT 3
FEES SCHEDULE

Client Position									
Task		Description		Mechanical	Mechanical	Mechanical	St. Electrical	Electrical	Sr. I&C/QC
Task 1		B.0 Project Management and Administration		65	26	78	54	63	291
Task 2		B.1 Preliminary Design - Kickoff/Site Investigations		18,226	\$ 7,548	\$ 19,556	\$ 9,976	\$ 18,705	\$ 62,398
Task 3		B.1.7 Design Memo (Eng Report) 35%		4	4	10	1	2	10
Task 4		B.1.7.1 Draft Design Memo		2	1	1	1	2	10
Task 5		B.1.7.2 Data Review and Initial Agency outreach (+ disc initial site visit)		2	1	4	1	11	17
Task 6		B.1.4 Soil Investigations/geotech		2	1	4	1	10	17
Task 7		B.1.4.1 Geotechnical borings (sub)		2	1	4	1	10	17
Task 8		B.1.4.2 Initial Geotechnical Report (sub)		2	1	4	1	10	17
Task 9		B.1.4.3 Final Geotechnical Report (sub)		2	1	4	1	10	17
Task 10		B.1.5 Survey (sub)		2	1	5	1	13	17
Task 11		Task 2 Subtotals		2	1	5	1	13	17
Task 12		Task 3 Subtotals		40	6	22	23	68	4
Task 13		B.1.8 Permitting and Regulatory		41	6	22	23	68	4
Task 14		B.1.8.2 ODEQ Coordination		41.02	1	1	1	1	1
Task 15		B.1.8.3 Access Road Permit Coord (HUB led)		41.03	1	1	1	1	1
Task 16		B.1.8.4 Building Permit Coordination		41.06	1	1	1	1	1
Task 17		B.1.8.5 Floodplain Permit Coordination		41.07	1	1	1	1	1
Task 18		B.1.8.6 Prepare CLOMR documentation and coordination with FEMA and City		41.08	1	1	1	1	1
Task 19		Task 4 Subtotals		41	6	22	23	68	4
Task 20		B.1.9 Preliminary Design (85%)		51	19	19	51	53	17
Task 21		B.1.9 Preliminary Design (85%)		51	19	19	51	53	17
Task 22		Task 5 Subtotals		19	19	19	51	53	17
Task 23		B.1.0 Additional Conceptual Design Support		11.01	1	1	1	1	1
Task 24		Task 11 Subtotals		11.01	1	1	1	1	1

EXHIBIT 3
FEE SCHEDULE

Task	Description	Client Position		I&C Lead	I&C	O&M Lead	O&M Specialist	CAD Coordinator	Architectural Technician	Structural Technician
		Hours	Cost Totals in USD \$:	83	130	2	2	168	138	539
CONTRACT TOTALS IN USD \$: \$ 19,262 \$ 19,298 \$ 60 \$ 406 \$ 33,253 \$ 23,673 \$ 71,124										
Task 1										
	B.0 Project Management and Administration									
1/01	B.0.1 PM Admin.									
1/02	B.0.1 Progress Reporting									
1/03	B.0.2 Monthly Progress Meetings (Design/Bid, Monthly Constr Progress in 3.6.1)			10						
	Task 1 Subtotals									
	B.1 Preliminary Design - Kickoff/Initial Investigations									
2/01	B.1.1 Kickoff Workshop			2		2	2			
2/02	B.1.2-3 Data Review and initial Agency outreach (+ disc initial site visit)			13		4				
2/03	B.1.4 Soil Investigations/geotech									
2/04	B.1.4.1 Geotechnical borings (sub)									
2/05	B.1.4.2 Initial Geotechnical Report (sub)									
2/06	B.1.4.3 Final Geotechnical Report (sub)									
2/07	B.1.5 Survey (sub)									
	Task 2 Subtotals			15		4	2	2		
	Task 3									
	B.1.7 Design Memo (Eng Report) 35%									
3/01	B.1.7.1 Draft Design Memo			19		47		42		39
3/02	B.1.7.1 H & H HEC-RAS 2D Model for Access Road Design									164
3/03	B.1.7.1 H & H Review and Modify Existing Hydraulic Models (CLOMR)									
3/04	B.1.7.1 H & H Revised or Post Project Conditions Hydraulic Models (CLOMR)									
3/05	B.1.7.1 H & H Evaluation of Alternatives (CLOMR)									
3/06	B.1.7.1 H & H Prepare CLOMR Documentation and MT-2 Forms (CLOMR)			4						
3/07	B.1.7.3 Draft Design Memo/Eng Report Review Workshop							42		15
3/08	B.1.7.4 Final Design Memo/Eng Report					2				56
3/09	B.1.7.5 Engine Generator Evaluation									
3/10	B.1.7.2 Environmental Due Diligence Review									
	Task 3 Subtotals			25		54		84		54
	Task 4									
	B.1.8 Permitting and Regulation									
4/02	B.1.8.2 ODEQ Coordination									
4/03	B.1.8.3 Access Road Permit Coord (HUB led)									
4/06	B.1.8.4 Building Permit Coordination									
4/07	B.1.8.5 Floodplain Permit Coordination									
4/08	B.1.8.6 Prepare CLOMR documentation and coordination with FEMA and City									
	Task 4 Subtotals									
	Task 5									
	B.1.9 Preliminary Design (65%)									
5/01	B.1.9 Preliminary Design (65%)			33		72		84		319
	Task 5 Subtotals			33		72		84		319
	Task 11									
	B.1.3.5.7 Additional Conceptual Design Support									
11/01	B.1.3.5.7 Additional Conceptual Support									
	Task 11 Subtotals									

EXHIBIT 3
FEE SCHEDULE

Task	Description	Client Position				Hours\Cost Totals in USD \$:				
		Mechanical Technician 1	Mechanical Technician 2	Electrical Technician	Electrical Technician	252	137	55	68	6,547
Task 1										
	B.0 Project Management and Administration									
1/01	B.0.1 PM Admin									112 \$ 26,748
1/02	B.0.1 Progress Reporting									342 \$ 73,602
1/03	B.0.2 Monthly Progress Meetings (Design/Bid, Monthly Constr Progress in 3.6.1)									173 \$ 48,242
	Task 1 Subtotals									627 \$ 148,593
Task 2										
	B.1 Preliminary Design - Kickoff\Site Investigations									
2/01	B.1.1 Kickoff workshop									49 \$ 12,759
2/02	B.1.2-3 Data Review and Initial Agency outreach (+ disc initial site visit)									67 \$ 16,125
2/03	B.1.4 Soil Investigations/geotech									21 \$ 4,028
2/04	B.1.4.1 Geotechnical borings (sub)									7 \$ 1,380
2/05	B.1.4.2 Initial Geotechnical Report (sub)									7 \$ 1,492
2/06	B.1.4.3 Final Geotechnical Report (sub)									5 \$ 1,157
2/07	B.1.5 Survey (sub)									11 \$ 2,261
	Task 2 Subtotals									166 \$ 39,202
Task 3										
	B.1.7 Design Memo (Eng Report) 35%									
3/01	B.1.7.1 Draft Design Memo									31 \$ 1,376 \$ 260,916
3/02	B.1.7.1. H & H HEC-RAS 2D Model for Access Road Design									176 \$ 42,207
3/03	B.1.7.1. H & H Review and Modify Existing Hydrostatic Models (CLOMR)									144 \$ 34,372
3/04	B.1.7.1. H & H Revised or Post-Project Conditions Hydraulic Models (CLOMR)									116 \$ 27,874
3/05	B.1.7.1. H & H Evaluation of Alternatives (CLOMR)									50 \$ 11,876
3/06	B.1.7.1. H & H Prepare CLOMR Documentation and MT-2 Forms (CLOMR)									116 \$ 27,874
3/07	B.1.7.3. Draft Design Memo/Eng Report Review Workshop									120 \$ 29,966
3/08	B.1.7.4. Final Design Memo/Eng Report									28 \$ 350 \$ 65,872
3/09	B.1.7.5. Engine Generator Evaluation									
3/10	B.1.7.6 Environmental Due Diligence Review									
	Task 3 Subtotals									86 \$ 16,776
	101 48 38 2,610 \$ 534,147									
Task 4										
	B.1.8 Permitting and Regulatory									
4/02	B.1.8.2. ODEQ Coordination									74 \$ 14,582
4/03	B.1.8.3 Access Road Permit Coord (HUB led)									10 \$ 3,221
4/06	B.1.8.4. Building Permit Coordination									28 \$ 5,349
4/07	B.1.8.5 Floodplain Permit Coordination									65 \$ 16,687
4/08	B.1.8.6 Prepare CLOMR documentation and coordination with FEMA and City									75 \$ 19,552
	Task 4 Subtotals									252 \$ 59,391
Task 5										
	B.1.9 Preliminary Design (65%)									
5/01	B.1.9 Preliminary Design (65%)									151 \$ 2,798 \$ 527,129
	Task 5 Subtotals									151 \$ 2,798 \$ 527,129
Task 6										
	B.1.0 Additional Conceptual Design Support									
11/01	B.1.3.7 Additional Conceptual Support									94 \$ 21,757
	Task 11 Subtotals									94 \$ 21,757

EXHIBIT 3
FEE SCHEDULE

Task	Description	SALARIES & BENEFITS		Subcontracts		Travel Expenses		Field/Misc Expenses		Project Total	
		Client Position	HUB	Geotech							
CONTRACT TOTALS IN USD\$: \$ 119,175 \$ 30,000 \$ 143,500											
Task 1	B.0 Project Management and Administration		\$ 17,220		\$ 17,220		\$ 140	\$ 44,108			
11.01	B.0.1 PM Admin										
11.02	B.0.2 Progress Reporting										
11.03	B.0.3 Monthly Progress Meetings (Design/Bld, Monthly Constr Progress in 3.6.1)		\$ 17,220		\$ 17,220		\$ 140	\$ 165,953			
Task 2											
B.1 Preliminary Design - Kickoff/Offsite Investigations											
21.01	B.1.1 Kickoff workshop						\$ 1,200				
21.02	B.1.2-3 Data Review and Initial Agency outreach (+ disc initial site visit)						\$ 3,262				
21.03	B.1.4 Soil Investigations/geotech						\$ 31,500	\$ 31,500			
21.04	B.1.4.1 Geotechnical borings (sub)										
21.05	B.1.4.2 Initial Geotechnical Report (sub)										
21.06	B.1.4.3 Final Geotechnical Report (sub)										
21.07	B.1.5. Survey (sub)		\$ 101,955		\$ 101,955		\$ 4,462				
Task 2 Subtotals											
Task 3											
B.17 Design Memo/Eng Report 35%											
31.01	B.1.7.1 Draft Design Memo										
31.02	B.1.7.1. H & H HEC-RAS 2D Model for Access Road Design										
31.03	B.1.7.1. H & H Review and Modify Existing Hydraulic Models (CLOMR)										
31.04	B.1.7.1. H & H Review or Post-Project Conditions Hydraulic Models (CLOMR)										
31.05	B.1.7.1. H & H Evaluation of Alternatives (CLOMR)										
31.06	B.1.7.1. H & H Prepare CLOMR Documentation and MT-2 Forms (CLOMR)										
31.07	B.1.7.3. Draft Design Memo/Eng Report Review Workshop						\$ 1,100				
31.08	B.1.7.4. Final Design Memo/Eng Report										
31.09	B.1.7.5. Engine Generator Evaluation										
31.10	B.1.7.6 Environmental Due Diligence Review						\$ 800				
Task 3 Subtotals											
Task 4											
B.1.8 Permitting and Regulatory											
41.02	B.1.8.2. ODEQ Coordination						\$ 5,825				
41.03	B.1.8.3 Access Road Permit Coord (HUB led)										
41.05	B.1.8.4. Building Permit Coordination										
41.07	B.1.8.5 Floodplain Permit Coordination						\$ 500	\$ 17,187			
41.08	B.1.8.6 Prepare CLOMR documentation and coordination with FEMA and City						\$ 7,250	\$ 26,802			
Task 4 Subtotals											
Task 5											
51.01	B.1.9 Preliminary Design (65%)										
Task 5 Subtotals											
Task 11											
111.01	B.1.3.5.7 Additional Conceptual Support										
Task 11 Subtotals											

CERTIFICATE OF OFFICER

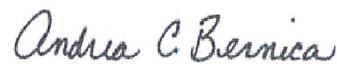
I, Andrea C. Bernica, the Assistant Secretary of BLACK & VEATCH CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware, United States of America, certify that the following is a true excerpt of the by-laws of the Corporation and that said by-laws have not been rescinded or modified, and is still in full force and effect.

RESOLVED, any note, mortgage, evidence of indebtedness, contract, share certificate, conveyance, power of attorney, or other instrument in writing and any assignment or endorsements thereof, or guarantee of any other entity's performance under any such executed document, entered into between this corporation and any other person or company shall be valid and binding on this corporation, when signed by either the Chairman of the Board, the President or any Vice President, and, if attestation is required, by either the Secretary, Assistant Secretary, Chief Financial Officer, Treasurer or any Assistant Treasurer of this corporation. Any such instruments may be signed by any other person or persons in such manner as from time to time shall be determined by the Board.

I further certify that the individual named below is an officer of the company holding the titles indicated and have signature authority to sign, seal, deliver, negotiate, accept and enter into agreements, contracts and other instruments or documents by and on behalf of the Company.

Derek L. Cambridge, Vice President

IN WITNESS WHEREOF, I have hereunto set my hand and attached the corporate seal of BLACK & VEATCH CORPORATION this 29th day of October 2025.



Andrea C. Bernica
Assistant Secretary

AFFIDAVIT OF CLAIMANT

STATE OF Texas

COUNTY OF Harris

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

By: Derek L. Cambridge
Signature

Name: Derek L. Cambridge

Company: Black & Veatch Corporation

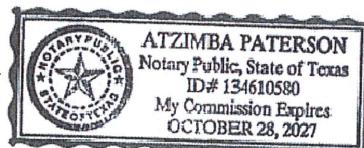
Title: Vice President

Subscribed and sworn to before me this 30th day of October, 2025.

Atzimba Paterson
Notary Public

My Commission Expires: 10/28/2027

Notary Commission Number: 134610580



INTEREST AFFIDAVIT

STATE OF Texas)
) ss.
COUNTY OF Harris)

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

By Douglas L. Campbell
Signature

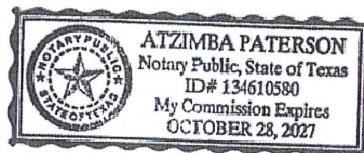
Title Vice President

Subscribed and sworn to before me this 30th day of October , 2025

Alzmon Paterson
Notary Public

My Commission Expires: 10/28/2027

Notary Commission Number: 134610580



County & State Where Notarized: Harris, Texas

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

NON-COLLUSION AFFIDAVIT
(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF Texas)
) ss.
COUNTY OF Texas)

I, Derek L. Cambridge, of lawful age, being first duly sworn, state that:
(Authorized Agent)

1. I am the authorized agent of Contractor, Engineer, Architect or provider of professional service [“Services Provider”] herein for the purposes of certifying facts pertaining to the existence of collusion between and among Services Provider and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the awarding of such contract; and
3. Neither the Services Provider nor anyone subject to the Services Provider’s direction or control has been a party:
 - a. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - b. in any discussions between Services Provider and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

By: Derek L. Cambridge
Signature

Title: Vice President

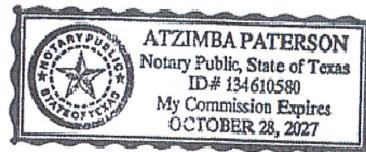
Subscribed and sworn to before me this 30th day of October, 20 25.

Atzimba Paterson
Notary Public

My Commission Expires: 10/28/2027

Notary Commission Number: 134610580

County & State Where Notarized: Harris, Texas



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

Old Town Houston St. Waterline Bore and Stormwater Improvements Fort Worth St. to S. 9th St. (#9894508)																	
Owner: Broken Arrow, City of Solicitor: Broken Arrow, City of 10/23/2025 01:45 PM CDT																	
Engineer Estimate							Stronghand LLC			Gober Construction LLC - Tulsa, OK		Magnum Construction, Inc.		Cherokee Pride Construction Inc./ Sapulpa, ok		Cimarron Construction Company	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension		
WL Bore	1	BA301	MOBILIZATION	LS	1	\$22,000.00	\$22,000.00	\$16,974.93	\$16,974.93	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$9,526.00	\$9,526.00
	2	BA310	RIGHT OF WAY CLEARING AND RESTORING	LS	1	\$33,000.00	\$33,000.00	\$5,844.05	\$5,844.05	\$7,000.00	\$7,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$46,055.00	\$46,055.00
	3	BA314	BORED CROSSING (24" STEEL CASING)	Ln Ft	77	\$935.00	\$71,995.00	\$306.06	\$23,566.62	\$714.00	\$54,978.00	\$1,000.00	\$77,000.00	\$700.00	\$53,900.00	\$1,637.29	\$126,071.33
	4	BA316	PAVEMENT REMOVAL AND REPLACEMENT	Sq Yd	6	\$209.00	\$1,254.00	\$190.71	\$1,144.26	\$800.00	\$4,800.00	\$500.00	\$3,000.00	\$300.00	\$1,800.00	\$397.51	\$2,385.06
	5	BA401-1	PVC PIPE INSTALLATION (WATER) (12")	Ln Ft	150	\$154.00	\$23,100.00	\$85.14	\$12,771.00	\$90.00	\$13,500.00	\$600.00	\$90,000.00	\$250.00	\$37,500.00	\$264.26	\$39,639.00
	6	BA410A1	BEND (12") (11.25")	Ea	2	\$3,300.00	\$6,600.00	\$1,084.15	\$2,168.30	\$1,000.00	\$2,000.00	\$2,850.00	\$5,700.00	\$2,000.00	\$4,000.00	\$1,453.94	\$2,907.88
	7	BA410A3	BEND (12") (145")	Ea	4	\$3,300.00	\$12,200.00	\$1,194.99	\$4,779.96	\$1,000.00	\$4,000.00	\$4,100.00	\$16,400.00	\$2,000.00	\$8,000.00	\$1,714.67	\$6,858.68
	8	BA410F1	RESTRAINED JOINT (12" PVC)	Ea	21	\$330.00	\$6,930.00	\$428.21	\$8,992.41	\$800.00	\$16,800.00	\$525.00	\$11,025.00	\$300.00	\$6,300.00	\$36.00	\$756.00
	9	BA412A	SERVICE LINE 3/4" INCH	Ea	1	\$1,650.00	\$1,650.00	\$1,085.20	\$2,500.00	\$1,050.00	\$2,500.00	\$1,050.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,448.55	\$2,448.55
	10	BA413A1	SERVICE LINE TAP (3/4")	Ea	1	\$1,650.00	\$1,650.00	\$1,415.57	\$2,000.00	\$400.00	\$400.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$738.15
Stormwater Improvements	11	BA432	WATER METER BOX	Ea	1	\$680.00	\$680.00	\$533.91	\$533.91	\$2,500.00	\$2,500.00	\$675.00	\$1,000.00	\$675.00	\$1,000.00	\$712.85	\$712.85
	WL Bore Total:							\$182,039.00	\$79,276.21	\$115,078.00	\$240,250.00	\$115,000.00	\$240,250.00	\$130,500.00	\$130,500.00	\$238,098.50	\$238,098.50
	12	201(A)	CLEARING AND GRUBBING	LS	1	\$27,500.00	\$27,500.00	\$6,078.04	\$6,078.04	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$19,983.43	\$19,983.43
	13	202(A)	UNCLASSIFIED EXCAVATION	CY	1846	\$27.50	\$50,765.00	\$35.53	\$65,588.38	\$20.00	\$36,920.00	\$35.00	\$64,610.00	\$20.00	\$36,920.00	\$80.51	\$148,621.46
	14	221(G)	TEMPORARY FIBER LOG	LF	170	\$22.00	\$3,740.00	\$4.06	\$843.20	\$15.00	\$2,550.00	\$22.00	\$3,740.00	\$20.00	\$3,400.00	\$14.01	\$2,381.70
	15	221(H)	(PL) TEMPORARY INLET SEDIMENT FILTER	Ea	3	\$275.00	\$825.00	\$302.86	\$1,178.58	\$900.00	\$2,400.00	\$600.00	\$1,800.00	\$1,000.00	\$3,000.00	\$272.85	\$818.55
	16	230(A)	SOLID SLAB SODDING (LIKE KIND)	SY	4524	\$7.50	\$33,930.00	\$5.93	\$26,827.32	\$5.00	\$22,620.00	\$5.00	\$22,620.00	\$5.00	\$22,620.00	\$6.84	\$30,944.16
	17	303(A)	AGGREGATE BASE TYPE A	CY	209	\$82.50	\$17,242.50	\$72.77	\$15,208.93	\$60.00	\$12,540.00	\$55.00	\$11,495.00	\$65.00	\$13,585.00	\$144.87	\$30,277.83
	18	310(B)	SUBGRADE, METHOD B	SY	931	\$7.50	\$6,982.50	\$3.06	\$2,848.86	\$10.00	\$9,310.00	\$13.00	\$12,103.00	\$2.00	\$1,862.00	\$29.90	\$27,836.90
	19	402	(PL) TRAFFIC BOUND SURFACE COURSE	Cu Yd	15	\$192.50	\$2,887.50	\$72.47	\$1,087.05	\$115.00	\$1,725.00	\$114.00	\$1,710.00	\$100.00	\$1,500.00	\$178.53	\$2,677.95
	20	602(B)	REVESTMENT MATTRESSES	Sq Yd	273	\$93.50	\$25,525.50	\$26.95	\$7,357.35	\$75.00	\$20,475.00	\$130.00	\$35,490.00	\$100.00	\$27,300.00	\$131.28	\$35,839.44
	21	610(A)	4" CONCRETE SIDEWALK	SY	174	\$110.00	\$19,140.00	\$96.17	\$16,733.58	\$75.00	\$13,050.00	\$80.00	\$13,920.00	\$90.00	\$15,660.00	\$169.26	\$29,451.24
Stormwater Improvements	22	610(B)	6" CONCRETE DRIVEWAY (H.E.S.)	Sq Yd	621	\$93.50	\$30,063.50	\$63.64	\$30,520.44	\$85.00	\$28,785.00	\$95.00	\$58,995.00	\$90.00	\$55,890.00	\$180.75	\$112,245.75
	23	610(U)	TACTILE WARNING DEVICE- NEW	Sq Ft	80	\$55.00	\$4,400.00	\$43.48	\$3,478.40	\$100.00	\$8,000.00	\$45.00	\$3,600.00	\$35.00	\$2,800.00	\$58.77	\$4,701.60
	24	613(E)	(SP) 18" CORRUGATED POLYPROPYLENE PIPE	Ln Ft	959	\$93.50	\$89,668.50	\$53.55	\$51,135.45	\$75.00	\$71,925.00	\$90.00	\$86,310.00	\$200.00	\$191,800.00	\$136.74	\$131,333.66
	25	613(M)	TYPE A4 CULVERT END TREATMENT	Ea	15	\$225.00	\$12,375.00	\$2,015.01	\$30,225.15	\$2,800.00	\$42,000.00	\$2,000.00	\$30,000.00	\$2,000.00	\$38,000.00	\$5,102.25	\$76,533.75
	26	613(M)	TYPE AAA CULVERT END TREATMENT	Ea	16	\$1,650.00	\$26,400.00	\$2,763.47	\$44,215.52	\$3,500.00	\$56,000.00	\$2,800.00	\$46,400.00	\$2,000.00	\$32,000.00	\$5,302.50	\$64,840.00
	27	619(A)	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LS	1	\$11,000.00	\$11,000.00	\$2,816.62	\$2,816.62	\$15,000.00	\$15,000.00	\$25,000.00	\$5,000.00	\$5,000.00	\$6,779.19	\$6,779.19	
	28	619(B)	REMOVAL OF ASPHALT DRIVEWAYS	SY	147	\$22.00	\$3,234.00	\$42.41	\$2,634.27	\$65.00	\$9,555.00	\$22.00	\$3,234.00	\$50.00	\$7,350.00	\$44.87	\$6,595.89
	29	619(B)	REMOVAL OF CONCRETE DRIVEWAYS	SY	250	\$16.50	\$4,125.00	\$37.47	\$9,367.50	\$45.00	\$11,250.00	\$22.00	\$5,500.00	\$50.00	\$12,500.00	\$50.44	\$12,610.00
	30	619(B)	REMOVAL OF GRAVEL DRIVEWAYS	SY	232	\$16.50	\$3,828.00	\$27.62	\$6,407.84	\$35.00	\$8,120.00	\$10.00	\$2,320.00	\$30.00	\$6,960.00	\$15.17	\$3,519.44
	31	629(D)	REMOVE AND RESET MAILBOX	Ea	9	\$220.00	\$1,980.00	\$339.21	\$3,052.89	\$1,000.00	\$9,000.00	\$210.00	\$1,890.00	\$500.00	\$4,500.00	\$1,420.33	\$12,782.97
	32	641	MOBILIZATION	Ea	1	\$55,000.00	\$55,000.00	\$36,629.29	\$36,629.29	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$70,000.00	\$70,000.00	\$21,753.50	\$21,753.50
	33	642(B)	CONSTRUCTION STAKING LEVEL II	LSUM	1	\$16,500.00	\$16,500.00	\$2,889.22	\$5,000.00	\$5,000.00	\$15,000.00	\$4,000.00	\$4,000.00	\$12,992.65	\$12,992.65		
	34	880(U)	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	\$11,000.00	\$11,000.00	\$13,784.20	\$13,784.20	\$20,000.00	\$20,000.00	\$16,000.00	\$16,000.00	\$2,000.00	\$2,000.00	\$20,856.63	\$20,856.63
	35	SPECIAL	TYPE 1 AC PATCH	SY	308	\$495.00	\$152,460.00	\$93.30	\$28,736.40	\$200.00	\$61,600.00	\$100.00	\$30,800.00	\$300.00	\$92,400.00	\$148.83	\$45,839.64
	36	SPECIAL	TYPE B RAMP	Ea	8	\$1,925.00	\$15,400.00	\$1,193.66	\$9,550.88	\$4,000.00	\$32,000.00	\$1,200.00	\$9,600.00	\$2,500.00	\$20,000.00	\$2,455.00	\$19,640.00
	37	SPECIAL	URBAN RIGHT-OF-WAY RESTORATION	Ea	1	\$22,000.00	\$22,000.00	\$5,768.40	\$5,768.40	\$6,500.00	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00	\$7,703.13	\$7,703.13	
	38	SPECIAL	PROJECT SIGNS	Ea	2	\$3,850.00	\$7,700.00	\$787.07	\$1,575.94	\$1,500.00	\$3,000.00	\$750.00	\$1,500.00	\$1,000.00	\$2,000.00	\$718.02	\$1,436.04
	39	325	SEPARATOR FABRIC	SY	523	\$5.00	\$2,615.00	\$2.57	\$1,344.11	\$5.00	\$2,615.00	\$3.00	\$1,569.00	\$4.00	\$2,092.00	\$2.00	\$1,046.00
Stormwater Improvements Total:							\$686,285.00	\$440,763.01	\$565,940.00	\$550,206.00	\$712,139.00	\$712,139.00	\$911,042.50	\$911,042.50			
Bid Total:							\$686,324.00	\$519,979.22	\$681,018.00	\$790,456.00	\$842,639.00	\$842,639.00	\$1,149,941.00	\$1,149,941.00			

I Certify this is a true and correct Tabulation of Bids Received at 1:45 on October 23, 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

BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)
PROFESSIONAL SERVICES AGREEMENT
FOR
THE CITY ORDINANCE UPDATES FOR PH AND SURCHARGE CRITERIA AND SIU
PERMIT LIMIT EVALUATION

1. Professional Service Provider:

- a. Name: Hardgrave Environmental Management (HEM)
- b. Telephone No.: 918-319-8407
- c. Address: 9410 S. Elwood Ave., Ste 105, Jenks, OK 74037.

2. Project Title and Location: City of Broken Arrow Pretreatment Ordinance Update for PH and Surcharge Criteria and SIU permit Limit Evaluation.

3. Contract for: Providing detailed review of pretreatment ordinance and any language in the ordinance that is necessary to be updated to support the City of Broken Arrow's compliance with the Oklahoma Department of Environmental Quality (ODEQ). 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 a lump sum amount that is Not to Exceed Two Thousand Five Hundred and 00/100 (\$2,500.00) to perform technical services to produce the necessary language and document for inclusion of pH and surcharge ordinance updates with ODEQ approval. 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 60 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 it is 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:

By: Michael Spurgeon
Michael L. Spurgeon
General Manager

Date: 11/4/2025

Attest: Curtis Green
Secretary [Seal]

Date: 11/4/2025

Approved as to form:



Professional Service Provider:
Hardgrove Environmental Management (HEM)

By: Joseph H. HEM
Title: Owner

Date: 11/4/2025

Attest: Nina Spigwater
By: CSR

Title: CSR
Date: 11/4/2025

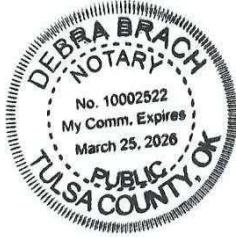
D. Graham Parker
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
County of Tulsa)

Before me, a Notary Public, on this 4th day of November 2025, personally appeared Joseph Hardgrave, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Owner (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 s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Debra Brach
Notary Public



BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)
PROFESSIONAL SERVICES AGREEMENT
FOR
THE CITY ORDINANCE UPDATES FOR PH AND SURCHARGE CRITERIA AND SIU
PERMIT LIMIT EVALUATION

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Services and Related Support Services associated with the ordinance updates for the City of Broken Arrow from execution of this contract for 60 calendar days. Services performed to provide technical services to include reviewing existing SIY permits and ordinances to ensure existing permit conditions reflect current City ordinances. 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 perform the technical services to produce the necessary language and documents for inclusion of pH and surcharge ordinance updates into the approved pretreatment program by a minor program modification to be submitted to the ODEQ. Professional services shall also include notice of major conflicts in ordinance that does not support requested changes to ODEQ.

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

[END OF ATTACHMENT A]



Hardgrave Environmental Management
9410 S. Elwood Ave. Ste. 105, Jenks, OK 74037

918-319-8407
HEM@hardgraveem.com

**PROPOSAL for SERVICES
CITY OF BROKEN ARROW
CITY ORDINANCE UPDATES for pH and SURCHARGE CRITERIA
& SIU PERMIT LIMIT EVALUATION**

Date: October 7, 2025

By: Hardgrave Environmental Management (HEM)

To: Ashley Rhea
Water Resources Coordinator
City of Broken Arrow, Utilities Department
PO Box 610, Broken Arrow, OK 74013

The proposal provided is to perform the technical services to produce the necessary language and documents for inclusion of pH and surcharge ordinance updates into the Approved Pretreatment Program by a minor program modification to be submitted to the Oklahoma Department of Environmental Quality (ODEQ) for approval.

HEM will review and support the City of Broken Arrow to update the referenced ordinances within the City of Broken Arrow Code of Ordinances based on utilizing all data provided by the City of Broken Arrow and currently available. HEM will also conduct a review of the existing SIU permits to ensure that the existing permit conditions reflect current City Ordinances and best professional judgment on a case-by-case basis. The City of Broken Arrow is responsible solely for any legal services necessary to complete the associated work in accordance with State and Federal rules and guidelines. A work review summary may be provided after project completion upon request.

HEM agrees to provide services related to the City of Broken Arrow Industrial Pretreatment Program as described above for the total price of Two Thousand Five Hundred dollars (\$2,500.00) as follows:

<u>Work Item Description</u>	<u>Estimated Completion Time</u>
Ordinance Review and Support for DEQ Submittal	Sixty (60) Days
Fee: \$2,500	
Deliverables: Work Summary as Requested	



Hardgrave Environmental Management
9410 S. Elwood Ave. Ste. 105, Jenks, OK 74037

918-319-8407
HEM@hardgraveem.com

You may authorize HEM to proceed with the services as described in this proposal by signing below and returning a copy of this proposal by email to HEM@hardgraveem.com. This proposal is valid only if authorized within 60 days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with the City of Broken Arrow to complete these services. If you have any questions or comments regarding this proposal or require additional services, please call me at (918) 319-8407.

Sincerely,

Hardgrave Environmental Management, LLC



Joseph M. Hardgrave
Owner

I hereby accept this proposal and retain the services of HEM. Please sign below and return via email:

Approved and Accepted By:

Print Name

Title

Signature

Date