NOTICE OF REGULAR MEETING AND AGENDA
OF THE MIAMI SPECIAL UTILITY AUTHORITY (MSUA)
TUESDAY, JULY 7, 2026
5:30 PM
Miami Civic Center
129 5th Avenue Northwest, Miami, Oklahoma 74354

Filed in the Office of the City Clerk and displayed in the main lobby of the Miami Civic Center and by posting on www.miamiokla.gov starting at 3:15 AM/PM on July 06, 2026, pursuant to 25 O.S. § 311(9) (a) and (b).

Melissa Moore
Melissa Moore, City Clerk

THE TRUST MAY TAKE ANY OF THE FOLLOWING ACTIONS: DISCUSS, CONSIDER AND VOTE FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ANY ITEM LISTED IN THIS AGENDA:

1. **Call to Order** — **Vice Chairman Estep**

2. **Invocation by the Reverend of All Saints Episcopal Church** — **Mary Susan Whaley**

3. **Pledge of Allegiance** — **Vice Chairman Estep**

4. **Public Input and Unscheduled Personal Appearances** — **Vice Chairman Estep**
   Each person will be limited to three minutes. The purpose of this agenda item is to provide an opportunity for citizens' comments and public announcements. In keeping with the principles of the Oklahoma Open Meeting Act, Authority Trustees and city staff will not engage in discussion or take any action under this agenda item. If you seek discussion or further inquiry, please contact your Trustee, the Chairman or the office of the city manager. Responses to citizen comments, if any, will occur under an applicable Agenda item at this or a future public meeting, or a response may be given by a phone call, personal meeting or a posting on the city website: www.miamiokla.net.

5. **Discussion and Possible Action Items**

   A. Discussion and Possible Action on the Claims List for Fiscal Year 2025-2026 — **Trustees**

   B. Discussion and Possible Action on the Claims List for Fiscal Year 2026-2027 — **Trustees**

   C. Discussion and Possible Action on the Davis Wright Tremaine Claim for Pensacola/GRDA Relicensing and Associated Complaint Proceeding in the Amount of $2,593.80 — **Tyler Cline**

   D. Discussion and Possible Action on the Minutes: June 15, 2026 (Special Meeting) — **Trustees**

E. Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-15 With Teeter's Paving LLC for Asphalt Paving and Labor (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027 **Brian Brassfield**

F. Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-16A With Booth & Booth Electric for Annual On-Call, As Needed, Electrician Services (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027 **Brian Brassfield**

G. Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-16B With HK Electric for Annual On-Call, As Needed, Electrician Service (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027 **Brian Brassfield**

H. Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-18A With M&J Equipment for Annual On-Call, As Needed, Open Trench and Boring Labor for Waterline Replacement (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027 **Brian Brassfield**

I. Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-18B With B-Town Construction for Annual On-Call, As Needed, Open Trench and Boring Labor for Waterline Replacement (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027 **Brian Brassfield**

J. Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-18C With Broadhead Boring for Annual On-Call, As Needed, Open Trench and Boring Labor for Waterline Replacement (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027 **Brian Brassfield**

K. Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-18D With Collins Construction for Annual On-Call, As Needed, Open Trench and Boring Labor for Waterline Replacement (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027 — **Brian Brassfield**

L. Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-19 With Pro Tree for High Voltage Line Clearance Tree Trimming and Tree Removal Services (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027 — **Brian Brassfield**

M. Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-09A With APAC for "As Needed" Aggregate Rock Supply (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027 — **Brian Brassfield**

N. Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-09B With Collins Construction for "As Needed" Aggregate Rock Supply (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027 — **Brian Brassfield**

O. Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-09C With Kemp Stone for "As Needed" Aggregate Rock Supply (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027 — **Brian Brassfield**

P. Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-10A With Collins Construction for Annual On-Call Concrete Repair Service (First of Three Extensions) for Fiscal year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon Submission of all Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027 — **Brian Brassfield**

Q. Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-10B With Goins Enterprises for Annual On-Call Concrete Repair Service (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon Submission of all Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027 — **Brian Brassfield**

R.	Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-10C With Scott Construction for Annual On-Call Concrete Repair Service (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon Submission of all Contract Documents. This Contract Will be retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027	**Brian Brassfield**
S.	Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-10D With Torres Concrete for Annual On-Call Concrete Repair Service (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon Submission of all Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027	**Brian Brassfield**
T.	Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-10E With Prestige Construction Services for Annual On-Call Concrete Repair Service (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon Submission of all Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027	**Brian Brassfield**
U.	Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-11 With Muskogee Sand for "As Needed" Concrete Sand Supply (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027	**Brian Brassfield**
V.	Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-25B With NEO Concrete for "As Needed" Concrete Material (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027	**Brian Brassfield**
6.	**Other New Business, if any, Which has Arisen Since the Posting of the Agenda and Could not Have Been Anticipated Prior to the Time of Posting (25 O.S. § 311(9)). This Agenda Item Could Include Possible Action Items**	**Trustees/Tyler Cline**
7.	**Trustee Community Announcements**	**Trustees**
8.	**Trust Manager's Communications**	**Tyler Cline**
9.	**Adjournment**	**Trustees**

The MSUA Board of Trustees for the City of Miami is committed to making this meeting accessible to all citizens. If special assistance or accommodations are required, please submit your request to the City Manager's office. We also ask that those in attendance place all electronic devices on silent. Thank you.

Miami Special Utility Authority (MSUA) Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Claims List for Fiscal Year 2025-2026**

PRESENTER: Trustees

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
7.7.26 MSUA FY 25-26.pdf
MSUA CC 5.16-6.1.pdf
MSUA CC 6.2-6.15.pdf

MSUA - PURCHASE ORDERS PRESENTED

DATE 7.7.26 FY 25-26

VENDOR	DESCRIPTION		
INVENTORY			
BUMPER TO BUMPER	SHOP TOWELS	$	122.10
STUART IRBY	POLE WRAP - PO #26-01318	$	5,350.00
UTILITY SUPPLY	RING & LID - PO #26-01113	$	4,247.00
LOUIE LEMIEUX	LATEX GLOVES - PO #26-01411	$	528.00
BORDER STATES	INSULATORS & DEADENDS - PO #26-01379	$	978.35
WESCO	CLAMPS - PO #26-00907	$	1,548.00
BRENNTAG	CHLORINE - PO #26-01490	$	2,652.50
TOTAL		**$**	**15,425.95**
CUSTOMER SERVICE			
PAYMENTUS	TRANSACTION FEES - MAY	$	139.30
MICHAEL BAST	CC TERMINALS - PO #26-01207	$	950.00
TPSI	POSTAGE & PRINTING - PO #26-01396	$	1,638.38
TPSI	POSTAGE & PRINTING - PO #26-01453	$	1,418.30
TOTAL		**$**	**4,145.98**
ADMINISTRATIVE SERVICES			
FUELMAN	FUEL USAGE - 6.1.26 - 6.7.26	$	56.82
FUELMAN	FUEL USAGE - 6.8.26 - 6.14.26	$	72.33
QUADIENT FINANCE	POSTAGE	$	1,000.00
TOTAL		**$**	**1,129.15**
METERING			
FUELMAN	FUEL USAGE - 6.1.26 - 6.7.26	$	266.73
FUELMAN	FUEL USAGE - 6.8.26 - 6.14.26	$	104.04
FUELMAN	FUEL USAGE - 6.15.26 - 6.21.26	$	180.71
TOTAL		**$**	**551.48**
IT			
DAVENPORT GROUP	ENGINEERING SERVICES - PO #26-01165	$	3,000.00
DAVENPORT GROUP	SERVER SUPPORT RENEWAL - PO#26-01337	$	13,104.00
LAKELAND OFFICE SYSTEMS	CONTRACT LEASE - MAY - PO #26-00805	$	4,352.00
TOTAL		**$**	**20,456.00**
ELECTRIC			
FUELMAN	FUEL USAGE - 6.1.26 - 6.7.26	$	785.38
FUELMAN	FUEL USAGE - 6.8.26 - 6.14.26	$	860.57
FUELMAN	FUEL USAGE - 6.15.26 - 6.21.26	$	587.22
O'REILLY AUTO PARTS	CAPSULE	$	12.50
DITCH WITCH	VAC HX50	$	181.80
ACE HARDWARE	LED BULBS	$	21.99
ACE HARDWARE	SENSOR & ROCKER SWITCH	$	31.98
KATNER MILLS	BATTERY	$	286.96
KEMP STONE	BASE	$	355.44
KEMP STONE	BASE	$	1,085.62
KEMP STONE	BASE	$	8,584.37
SOONER PRINTING	UPS	$	240.00
EQUIPMENT SHARE	CASE LOADER GLASS - PO #26-01231	$	813.81

WILLDAN FINANCIAL	PROFESSIONAL SERVICES - RATE STUDY - PO #26-00622	$	3,000.00
BORDER STATES	CONFIGURATION KIT & TRIP SAVER - PO #26-00928	$	1,109.94
BORDER STATES	MAGNET TOOL - PO #26-00928	$	220.94
BORDER STATES	TRIP SAVERS - PO #26-00928	$	22,518.00
OLSSON	PROFESSIONAL SERVICES - DECEMBER - PO #26-01071	$	399.19
PINKLEY SALES	BATTERIES - PO #26-00946	$	8,370.00
SHAWNEE TRIBE	UTILITY EASEMENT - PO #26-01230	$	5,000.00
PEORIA HOUSING AUTHORITY	UTILITY EASEMENT - PO #26-01278	$	1.00
KEMP STONE	BASE ROCK - PO #26-01308	$	1,113.60
KEMP STONE	BASE ROCK - PO #26-01308	$	1,376.33
KEMP STONE	BASE ROCK - PO #26-01308	$	1,853.84
NW TRANSFORMERS	POLEMOUNT REWIND - PO #26-01458	$	12,593.00
NW TRANSFORMERS	POLEMOUNT REWIND - PO #26-01458	$	9,571.00
NELSON BROTHERS	TOOLBOX REPAIR - PO #26-01094	$	810.00
BLACKROCK AUTOMATION	SCADA RENEWAL - PO #26-01387	$	3,655.50
BLACKROCK AUTOMATION	FIREWALL & SUBSCRIPTION - PO #26-01417	$	2,867.90
BLACKROCK AUTOMATION	SCADA DESKTOP - PO #26-01389	$	1,620.00
TOTAL		**$**	**89,927.88**

ROW

FUELMAN	FUEL USAGE - 6.1.26 - 6.7.26	$	390.89
FUELMAN	FUEL USAGE - 6.8.26 - 6.14.26	$	91.22
FUELMAN	FUEL USAGE - 6.15.26 - 6.21.26	$	143.35
BUMPER TO BUMPER	SUPREME 525	$	115.00
ACE HARDWARE	VP 50:1	$	339.90
MIAMI INDUSTRIAL SUPPLY	TEXCELL HOSES	$	60.33
PRO TREE	TREE TRIMMING - 6.11.26 - PO #25-02546	$	1,070.34
PRO TREE	TREE TRIMMING - 6.7.26 - 6.13.26 - PO #25-02546	$	5,096.80
PRO TREE	TREE TRIMMING - 6.14.26 - 6.20.26 - PO #25-02546	$	5,096.80
PRO TREE	TREE TRIMMING - 6.21.26 - 6.27.26 - PO #25-02546	$	5,096.80
PRO TREE	TREE TRIMMING - 6.28.26 - 6.30.26 - PO #25-02546	$	2,548.40
TOTAL		**$**	**20,049.83**

WATER PRODUCTION

USA BLUEBOOK	LIQUID TESTS	$	267.35
ACCURATE ENVIRONMENTAL	TOTAL COLIFORM	$	160.00
ACCURATE ENVIRONMENTAL	TOTAL COLIFORM	$	315.00
ACCURATE ENVIRONMENTAL	TOTAL COLIFORM	$	335.00
ACCURATE ENVIRONMENTAL	AMMONIA	$	70.00
ACCURATE ENVIRONMENTAL	AMMONIA	$	70.00
ACE HARDWARE	PIPE ADAPTERS & COUPLINGS	$	11.16
ACE HARDWARE	DRILL BIT & FASTENERS	$	14.78
ACE HARDWARE	COMPOUND & DRYWALL TAPE	$	29.97
SHERWIN WILLIAMS	PAINT	$	245.23
SHERWIN WILLIAMS	2" SHORT RUBBER HAND	$	5.43
MIAMI INDUSTRIAL SUPPLY	AMP FUSE	$	113.50
B & L WATERWORKS	FLANGES, BUSHINGS & NIPPLES	$	133.31
B & L WATERWORKS	MJ SOLID PLUG	$	83.00
B & L WATERWORKS	MALE ADAPTER	$	9.32
B & L WATERWORKS	VALVE BOX	$	90.74
DEQ	ANNUAL RENEWAL - P STAFFORD	$	92.00
DEQ	ANNUAL RENEWAL - D PETERS	$	92.00

OTA	PLATE PAY	$	60.66
BUMPER TO BUMPER	AEROSOL	$	14.62
ACCURATE ENVIRONMENTAL	SAMPLES - PO #26-01401	$	1,020.00
ACCURATE ENVIRONMENTAL	TESTING FOR HERBICIDE - PO #26-01457	$	2,805.00
HACH COMPANY	CHLORINE SET - PO #26-01009	$	849.40
OWN	PROFESSIONAL SERVICES - MAY - PO #26-01455	$	3,332.70
OWN	WATERLINE CROSS - PO #26-01184	$	5,062.50
TORRES CONCRETE	CONCRETE - PO #26-01311	$	10,240.00
MID-CENTRAL CONTRACT	SCADA - PO #26-01483	$	652.60
TOTAL		**$**	**26,175.27**

WATER DISTRIBUTION

FUELMAN	FUEL USAGE - 6.1.26 - 6.7.26	$	824.39
FUELMAN	FUEL USAGE - 6.8.26 - 6.14.26	$	878.46
FUELMAN	FUEL USAGE - 6.15.26 - 6.21.26	$	859.14
J & R	FEMALE & MALE HOSES	$	388.89
ALLEN SIGN	LETTERING	$	150.00
BUMPER TO BUMPER	PROTECTANT & CLEANING	$	36.02
BUMPER TO BUMPER	AEROSOL	$	14.62
ACE HARDWARE	FUEL FILTER	$	9.99
ACE HARDWARE	PEX PLUG & AERATOR	$	19.57
ACE HARDWARE	CONCRETE	$	55.80
ACE HARDWARE	CAULK	$	13.98
ACE HARDWARE	PLIARS	$	19.99
ACE HARDWARE	CONCRETE	$	251.58
KATNER MILLS	FUEL LINE HOSE	$	18.00
B & L WATERWORKS	CULVERT PIPES	$	398.40
B & L WATERWORKS	SCH	$	12.26
B & L WATERWORKS	MJ PLUG & BRASS NIPPLES	$	84.62
B & L WATERWORKS	MID SECTION, TOP SECTION & OVAL BASE	$	212.52
OLSSON	PROFESSIONAL SERVICES - DECEMBER - PO #26-01071	$	1,196.63
TYLER TECHNOLOGIES	INTERFACE & MMS - PO #26-01444	$	27,410.00
BUDGET BOX	CUBE CONTAINER - PO #26-01484	$	8,800.00
HAYDEN MACHINERY	GLASS - PO #26-01123	$	575.00
OWN	PRO SERVICES - WELL 7 - PO #26-01454	$	12,304.45
UTILITY SUPPLY	TAP ONS & LABOR - PO #26-01440	$	730.00
B & L WATERWORKS	COUPLINGS & SOLID CAPS - PO #26-01429	$	2,073.76
NEO CONCRETE	CONCRETE - PO #26-00435	$	1,885.00
KEMP STONE	BASE ROCK - PO #26-01421	$	1,307.28
COLLINS CONSTRUCTION	PVC'S & MOBILIZATIONS - PO #26-01343 & 26-01428	$	3,175.00
FRONTIER EQUIPMENT	VACTRUCK REPAIR - PO #26-01345	$	14,828.53
TOTAL		**$**	**78,533.88**

POLLUTION CONTROL

FUELMAN	FUEL USAGE - 6.1.26 - 6.7.26	$	111.34
FUELMAN	FUEL USAGE - 6.8.26 - 6.14.26	$	50.66
FUELMAN	FUEL USAGE - 6.15.26 - 6.21.26	$	49.06
EARP FILTRATION	RA FILTER ELEMENT	$	815.75
SOUTHERN TIRE MART	TIRES - PO #26-01445	$	1,113.45
TOTAL		**$**	**2,140.26**

WASTEWATER COLLECTION			
SCOTT CONSTRUCTION	SEWER REPAIR - PO #26-01285	$	11,900.00
TOTAL		**$**	**11,900.00**
SOLID WASTE			
FUELMAN	FUEL USAGE - 6.1.26 - 6.7.26	$	2,358.87
FUELMAN	FUEL USAGE - 6.8.26 - 6.14.26	$	1,907.04
FUELMAN	FUEL USAGE - 6.15.26 - 6.21.26	$	995.00
KATNER MILLS	GRIPPER KITS	$	320.98
KATNER MILLS	BRAKE DRUMS	$	393.98
KATNER MILLS	BRAKE DRUMS	$	475.98
ACE HARDWARE	NIPPLE	$	3.59
MIAMI NEWS RECORD	LEGAL PUBLICATIONS	$	316.96
OWN	PRO SERVICES - LOADING DOCK - MAY - PO #26-00785	$	5,947.50
REPUBLIC SERVICES	TIPPING FEES - PO #26-01420	$	23,928.89
GLOBAL ROUTING	ANNUAL SERVICE FEE - PO #26-01433	$	600.00
SOUTHERN TIRE MART	RECAPS - PO #26-01314	$	3,300.00
FABICK CAT	CUTTING EDGES, NUTS & BOLTS - PO #26-01450	$	1,067.99
TOTAL		**$**	**41,616.78**
STORM WATER			
GREEN COUNTRY TESTING	ENTEROCOCCI BACTERIUM	$	275.00
SCURLOCK INDUSTRIES	PIPES - PO #26-01359	$	3,510.00
TOTAL		**$**	**3,785.00**
WATER DISTRIBUTION 69A TOWER			
MAGUIRE TANK	WELL 7 TOWER CONSTRUCTION - PO #26-01462	$	100,795.00
REAVIS WATER WELL & CONST	WELL 7 PUMP HOUSE CONSTRUCTION - PO #26-01463	$	182,167.72
TOTAL		**$**	**282,962.72**
FIBER / AMI			
UTILITY SUPPLY	TAP SADDLE - PO #26-01451	$	205.00
UTILITY SUPPLY	GATE VALVES - PO #26-01451	$	18,540.00
UTILITY SUPPLY	ADAPTERS & BENDS - PO #26-01451	$	774.00
CORE & MAIN	COUPLINGS - PO #26-01288	$	677.52
OWN	PRO SERVICES - WATER TREATMENT - PO #26-01452	$	7,244.86
BORDER STATES	FIBERLIGNS - PO #26-01365	$	28,818.60
BORDER STATES	SPACERS, EYELETS & MULETAPE - PO #26-01365	$	28,299.47
BORDER STATES	FIBER MATERIALS - PO #26-01365	$	22,494.08
NEUCOMM SOLUTIONS	LABOR & MATERIAL - PO #26-01060	$	16,503.60
POWER & TEL	FLATPACKS - PO #26-01195	$	3,671.72
POWER & TEL	ADAPTERS - PO #26-01195	$	1,200.35
POWER & TEL	SERVERS - PO #26-01196	$	44,030.99
POWER & TEL	SWITHES - PO #26-01195	$	3,380.16
POWER & TEL	POWER SUPPLY & ETHERNET - PO #26-01195	$	1,484.60
CDW GOVERNMENT	TRUENAS & SUPPORT - PO #26-01160	$	118,768.67
TOTAL		**$**	**296,093.62**

OFF CYCLE / DRAFTS

FIRST NATIONAL BANK	MONTHLY SERVICE - MAY	$	29.95
TODD MASON LOLLAR	WATER TAP REFUND	$	490.00
QUAPAW TRIBE OF OK	BILLING ADJUSTMENT	$	29,219.07
BUDGET BOX	STORAGE BOXES - FIBER & AMI	$	8,800.00
TOTAL		**$**	**38,539.02**

BANK OF OKLAHOMA	BOND PAYMENT - PO # 25-02850	$	56,353.64
CITY OF MIAMI	SALARIES & BENEFITS - 6.5.26	$	174,064.44
CITY OF MIAMI	SALARIES & BENEFITS - 6.25.26	$	178,799.80
UTILITY REFUND CHECKS	FINAL BILLS	$	1,733.00
BANK OF AMERICA	CREDIT CARD CHARGES 5.16.26 - 6.1.26	$	5,512.67
BANK OF AMERICA	CREDIT CARD CHARGES 6.2.26 - 6.15.26	$	22,629.18
	TOTAL MSUA CLAIMS	**$**	**1,372,525.55**

MSUA CREDIT CARDS
MAY 16, 2026 - JUNE 1, 2026

CUSTOMER SERVICE		
AMAZON - CASH DRAWER	$54.50	
AMAZON - FNGR MSTNR, THRML PPR, REINFRC ST	$65.67	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$47.38	
TOTAL		**$167.55**
ADMIN SERVICES		
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$142.14	
TOTAL		**$142.14**
METERING		
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$40.54	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$52.43	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$128.46	
TOTAL		**$221.43**
INFORMATION TECHNOLOGY		
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$99.81	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$406.62	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$40.54	
TOTAL		**$546.97**
ELECTRIC		
MIAMI AUTO COLOR - PRIMER AND PAINT	$311.24	
POWER MONITORS - CANVASS ACCESS (ANNUAL)	$550.00	
FARWEST - 4) BUCKINGHAM 18" MESH BAG	$427.18	
AMAZON - (2) CANVAS TRASH CANS	$55.99	
FARWEST - HI-VISION JACKETS	$391.70	
AMAZON - SHOCKS & WEATHER STRIPPING	$26.74	
AMAZON - GAS STRUTS	$18.47	
7-ELEVEN-FUEL	$99.86	
WAL-MART- DOOR FRINGE, DECOR, NAPKINS	$15.59	
WALMART - CAKE & PLASTIC CUPS (RETIREMENT)	$48.50	
WAL-MART - GORILLA GLUE & ICECREAM	$29.21	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$223.22	
TOTAL		**$2,197.70**
RIGHT OF WAY		
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$128.46	
TOTAL		**$128.46**
WATER PRODUCTION		
AMAZON- CLOROX WIPES, TOILET CLEANER, URIN	$63.41	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$47.38	
ONG - MONTHLY SERVICE 4.20.26 - 5.18.26	$44.44	
TOTAL		**$155.23**

MSUA CREDIT CARDS
MAY 16, 2026 - JUNE 1, 2026

WATER DISTRIBUTION		
HARBOR FREIGHT - SAW BLADE	$69.99	
OTTAWA TAG-RPLCMNT #122	$2.69	
OTTAWA TAG-RPLCMNT #122	$12.00	
TRACTOR SUPPLY - RATCHET STAPS & BOLT ON D	$24.73	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$47.38	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$169.00	
TOTAL		**$325.79**
POLLUTION CONTROL		
ACE HDWE - HOSE NOZZLE	$9.99	
HERITAGE TRACTOR - DOOR & SEAL	$757.46	
WAL-MART - TIDE, PINESOL, DISTILLED WATER	$223.74	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$46.18	
TOTAL		**$1,037.37**
SOLID WASTE		
BO'S TIRE SHOP LLC - TIRE REPLACE	$25.00	
BO'S TIRE SHOP LLC - TIRE REPAIR	$25.00	
AMAZON - FANS	$223.84	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$87.92	
TOTAL		**$361.76**
COMMUNITY DEVELOPMENT		
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$135.30	
TOTAL		**$135.30**
STORM WATER		
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$92.97	
TOTAL		**$92.97**
TOTAL MSUA FUNDS		**$ 5,512.67**

MSUA CREDIT CARDS
JUNE 2, 2026 - JUNE 15, 2026

CUSTOMER SERVICE		
FIRSTNET - 4.26.26 - 5.25.26	$47.38	
TOTAL		**$47.38**
ADMIN SERVICES		
FIRSTNET - 4.26.26 - 5.25.26	$142.14	
TOTAL		**$142.14**
METERING		
CLEAN UNIFORM CO - MAY - METERING	$80.08	
FIRSTNET - 4.26.26 - 5.25.26	$40.54	
FIRSTNET - 4.26.26 - 5.25.26	$52.43	
FIRSTNET - 4.26.26 - 5.25.26	$128.46	
TOTAL		**$301.51**
INFORMATION TECHNOLOGY		
FIRSTNET - 4.26.26 - 5.25.26	$99.81	
FIRSTNET - 4.26.26 - 5.25.26	$406.62	
FIRSTNET - 4.26.26 - 5.25.26	$40.54	
SPARKLIGHT - 6.8.26 - 7.7.26	$625.00	
BOLT - 6.5.26 - 7.4.26	$6,737.38	
AMAZON - SFPS	$44.87	
TOTAL		**$7,954.22**
ELECTRIC		
CLEAN UNIFORM CO - MAY - ELECTRIC	$35.20	
CANVA - MONTHLY SUBSCRIPTION	$15.00	
AMAZON - HIGHLIGHTERS	$11.39	
TAG OFFICE - UNIT246 TAG	$67.50	
VERIZONWRLSS - 4.24.26 - 5.23.26	$186.36	
OK.GOV - UNIT246 TAG	$3.57	
Z-FLASH.COM- FLASHER UNIT	$359.99	
BATTERY OUTFITTERS - BATTERIES FOR SUBSTAT	$1,601.69	
FARWEST - BOOTS MENS 11.5	$375.00	
FIRSTNET - 4.26.26 - 5.25.26	$223.22	
TOTAL		**$2,878.92**
RIGHT OF WAY		
THE HOME DEPOT -TREATED WOOD	$48.87	
FIRSTNET - 4.26.26 - 5.25.26	$128.46	
4IMPRINT-FOURTH OF JULY	$1,878.40	
TOTAL		**$2,055.73**
WATER PRODUCTION		
LOWES - DOOR	$459.92	
HARBOR FREIGHT - BRASS DETAIL BRUSH	$21.93	
FIRSTNET - 4.26.26 - 5.25.26	$47.38	

MSUA CREDIT CARDS
JUNE 2, 2026 - JUNE 15, 2026

TOTAL		**$529.23**
WATER DISTRIBUTION		
CLEAN UNIFORM CO - MAY - WATER DEPT	$35.20	
WALMART - SWIFFER PADS & TRASHBAGS	$50.74	
AMAZON - FILE FOLDERS & FILE HANGERS	$165.85	
KEMPER AUTOMOTIVE - TIRES FOR UNIT 122	$369.80	
PHILLIPS 66 - BLUEDEF	$61.47	
LOCKE SUPPLY - 48" UTILITY PROBE	$21.25	
TRACTOR SUPPLY - PVC KNEE PIPE BOOTS	$104.97	
FIRSTNET - 4.26.26 - 5.25.26	$47.38	
FIRSTNET - 4.26.26 - 5.25.26	$169.00	
SPARKLIGHT - 6.8.26 - 7.7.26	$237.45	
TOTAL		**$1,263.11**
POLLUTION CONTROL		
ACE HDWE - HEADSET	$9.99	
EDWARDS EQ - SHIM KIT	$379.14	
ACE HDWE - PVC PARTS	$29.32	
TANK AND BARREL - TANK	$3,276.36	
Z AND M ENTERPRISE - LAMP	$2,321.57	
WM SUPERCENTER - CALCULATOR, JET DRY & TIS	$70.84	
FIRSTNET - 4.26.26 - 5.25.26	$47.38	
TOTAL		**$6,134.60**
SOLID WASTE		
AMAZON - CARD HOLDER & SHEET	$73.01	
VANCE CHEVROLET - TRUCK REPAIR	$663.41	
BO'S TIRE SHOP LLC - TIRE REPLACE	$100.00	
BO'S TIRE SHOP LLC - TIRE REPAIR	$25.00	
CLEAN UNIFORM CO - MAY - SOLID WASTE	$110.38	
FIRSTNET - 4.26.26 - 5.25.26	$87.92	
ALERT 360 - 6.1.26 - 6.30.26 SW	$34.35	
TOTAL		**$1,094.07**
COMMUNITY DEVELOPMENT		
FIRSTNET - 4.26.26 - 5.25.26	$135.30	
TOTAL		**$135.30**
STORM WATER		
FIRSTNET - 4.26.26 - 5.25.26	$92.97	
TOTAL		**$92.97**
TOTAL MSUA FUNDS		**$ 22,629.18**

Miami Special Utility Authority (MSUA) Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Claims List for Fiscal Year 2026-2027**

PRESENTER: Trustees

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
7.7.26 MSUA FY 26-27.pdf

MSUA - PURCHASE ORDERS PRESENTED

DATE 7.7.26 FY 26-27

VENDOR	DESCRIPTION		
ADMINISTRATIVE SERVICES			
FIRST NATIONAL BANK	MORTGAGE 124 N MAIN	$	1,234.50
QUADIENT FINANCE	RENTAL PAYMENT - PO #26-	$	1,167.00
TOTAL		**$**	**2,401.50**
IT			
TYLER TECHNOLOGIES	EXECUTIME FEE JULY - PO #	$	773.72
TYLER TECHNOLOGIES	EXECUTIME FEE AUGUST PO #	$	773.72
11:11 SYSTEMS	MONTHLY DATA BACKUP - JULY - PO #	$	2,050.41
TOTAL		**$**	**3,597.85**
ELECTRIC			
BANK OF GRAND LAKE	2023 BUCKET TRUCK	$	7,661.21
BANK OF GRAND LAKE	TRAILER W/UNDERGROUND WIRE PULLER	$	5,882.90
BANK OF GRAND LAKE	PETERBILT	$	5,104.55
TOTAL		**$**	**18,648.66**
ROW			
BANK OF GRAND LAKE	2024 MINI EXCAVATOR	$	3,069.15
TOTAL		**$**	**3,069.15**
WATER PRODUCTION			
ESRI	ANNUAL SUBSCRIPTION - 8.1.26 - 7.31.27 - PO #	$	4,200.00
TOTAL		**$**	**4,200.00**
WATER DISTRIBUTION			
ARVEST EQUIPMENT FINANCE	2022 JOHN DEERE 310SL	$	2,381.06
FIRST NATIONAL BANK	HYUNDAI EXCAVATOR	$	2,321.20
TOTAL		**$**	**4,702.26**
SOLID WASTE			
ARVEST EQUIPMENT FINANCE	2022 CATEPILLAR 938M	$	4,303.23
WELCH STATE BANK	2023 FREIGHTLINER REFUSE TRUCK	$	9,067.74
WELCH STATE BANK	NEW WAY MAMMOTH TRUCK W CRANE CARRIER	$	12,193.50
FIRST NATIONAL BANK	TRASH TRUCK	$	10,847.04
TOTAL		**$**	**36,411.51**
COMMUNITY DEVELOPMENT			
ARVEST EQUIPMENT FINANCE	2023 FORD EXPLORER	$	936.27
TOTAL		**$**	**936.27**
	TOTAL MSUA CLAIMS	**$**	**73,967.20**

Miami Special Utility Authority (MSUA) Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Davis Wright Tremaine Claim for Pensacola/GRDA Relicensing and Associated Complaint Proceeding in the Amount of $2,593.80**

PRESENTER: Tyler Cline

BACKGROUND:
Professional services and disbursements incurred from May 01, 2026 through May 31, 2026, on behalf of the City of Miami focused on reviewing pleadings, filings and other documentation; preparing responses thereto; and communicating with the Miami team relating to the following: Dam safety issues, The Relicensing Study Plan, The Contaminated Sediment Transport Study, The Inhofe Amendment and The Circuit Court of Appeals follow-up.

Of the $750,000 budgeted for GRDA claims for FY 25/26, if the current invoice totaling $2,593.80 for FY 25/26 is approved and paid, it will leave a remaining balance of $423,164.55.

STAFFS RECOMMENDATION:
Staff recommends approval of the Davis Wright Tremaine Claim for Pensacola/GRDA Relicensing and Associated Complaint Proceeding in the Amount of $2,593.80

ATTACHMENT(S):
GRDA Claim 07-07-2026.pdf
GRDA Budget 07-07-2026.pdf

GRDA PURCHASE ORDERS PRESENTED

DATE 7.7.26 FY 25-26

VENDOR	DESCRIPTION GRDA		
ADMINISTRATIVE SERVICES			
DAVIS WRIGHT TREMAINE	PENSACOLA RELICENSING - PO #26-01434	$	2,593.80
	TOTAL MSUA CLAIMS	**$**	**2,593.80**

GRDA LITIGATION + RELICENSING BUDGET

Beginning Budget Amount	$	750,000.00

PAID INVOICES			
Davis Wright Tremaine	July Services	$	9,843.20
	August Services	$	17,384.90
	September Services	$	11,718.40
	October Services	$	30,237.20
	November Services	$	49,546.60
	December Services	$	10,859.60
	January Services	$	28,065.30
	February Services	$	27,140.80
	March Services	$	66,133.20
	April Services	$	1,065.00
Goodell Stratton	July Services	$	120.00
	August Services	$	165.00
	September Services	$	165.00
	October Services	$	135.00
	December Services	$	315.00
Hall Estill	August Services	$	8,255.70
	October Services	$	462.15
	November Services	$	1,528.65
	December Services	$	4,408.20
Tetra Tech	May 2025 - June 2025	$	5,000.00
	July 2025 - November 2025	$	1,495.00
	November 2025 - January 2026	$	6,750.00
	February 2026 - March 2026	$	13,150.00
	March 2026 - April 2026	$	13,786.25
	April 2026 - May 2026	$	16,511.50

Total Remaining as of 6/16/2026	$	425,758.35

OUTSTANDING INVOICES			
Davis Wright Tremaine	May Services	$	2,593.80

Total Remaining if all approved	$	423,164.55

Miami Special Utility Authority (MSUA) Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Minutes: June 15, 2026 (Special Meeting)**

PRESENTER: Trustees

BACKGROUND:

STAFFS RECOMMENDATION:
Staff recommends approval if there are no changes that need to be made

ATTACHMENT(S):
06152026 MSUA Minutes - Spec.docx

THE MIAMI SPECIAL UTILITY AUTHORITY (MSUA) MET IN SPECIAL SESSION ON JUNE 15, 2026, IN THE MIAMI CIVIC CENTER COUNCIL CHAMBERS AT 5:30PM WITH THE FOLLOWING MEMBERS PRESENT:

Bless Parker, Chairman
Brian Estep, Trustee
Kevin Dunkel, Trustee
Kyla Jones, Trustee
Haleigh Barnes, Trustee

Tyler Cline, Trust Manager
Misty Barnes, City Attorney
Melissa Moore, City Clerk
Ken Williams, Outside Counsel (Hall Estill)

Notice of a special meeting of the Miami Special Utility Authority, Miami, Oklahoma, called by Chairman Bless Parker, was displayed in the main lobby of the Miami Civic Center and by posting on www.miamiok.gov starting at 9:00AM on June 11, 2026, pursuant to 25 O.S. §311(9) (a) and (b) and the agenda was displayed and posted in the same manner on June 12, 2026, at 2:00PM.

THE TRUST MAY TAKE ANY OF THE FOLLOWING ACTIONS: DISCUSS, CONSIDER AND VOTE FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ANY ITEM LISTED IN THIS AGENDA:

1. Call to Order
Chairman Parker called the meeting to order at 5:31pm.

2. Invocation by the Chief of the Miami Fire Department
Invocation by the Chief of the Miami Fire Department, Chris Chenoweth.

3. Pledge of Allegiance
Trustee Jones led the Pledge of Allegiance.

4. Public Input and Unscheduled Personal Appearances
None.

5. Discussion and Possible Action Items

A. Discussion and Possible Action on the Claims List
Trustee Jones made a motion to approve the claims. The motion was seconded by Trustee Estep. The Trust was polled with the following results:

Jones, Aye Estep, Aye Barnes, Aye Dunkel, Aye Parker, Aye

Chairman Parker declared the motion carried.

B. Discussion and Possible Action on the Davis Wright Tremaine Claim for Pensacola/GRDA Relicensing and Associated Complaint Proceeding in the Amount of $1,695.00
Tyler Cline explained that this claim is for the Pensacola relicensing and modeling raising highway 125. This is budgeted.

Trustee Jones made a motion to approve the Davis Wright Tremaine claim for Pensacola/GRDA relicensing and associated complaint proceeding in the amount of $1,695.00. The motion was seconded by Trustee Barnes. The Trust was polled with the following results:

Jones, Aye Barnes, Aye Estep, Aye Dunkel, Aye Parker, Aye

Chairman Parker declared the motion carried.

C. Discussion and Possible Action on the Tetra Tech Claim for Pensacola/GRDA Relicensing and Associated Complaint Proceeding in the Amount of $16,511.50

Trustee Estep made a motion to approve the Tetra Tech claim for Pensacola/GRDA relicensing and associated complaint proceeding in the amount of $16,511.50. The motion was seconded by Trustee Dunkel. The Trust was polled with the following results:

Estep, Aye Dunkel, Aye Jones, Aye Barnes, Aye Parker, Aye

Chairman Parker declared the motion carried.

D. Discussion and Possible Action on the Minutes: June 02, 2026 (Regular Meeting)

Trustee Dunkel made a motion to approve the minutes from the June 02, 2026, regular meeting. The motion was seconded by Trustee Estep. The Trust was polled with the following results:

Dunkel, Aye Estep, Aye Jones, Aye Barnes, Aye Parker, Aye

Chairman Parker declared the motion carried.

E. Discussion and Possible Action on the Fiscal Year 2026-2027 Budget

Crystal Wyrick provided a brief overview of the budget including the five-hundred-thousand-dollar ($500,000.00) transfer to the street & alley fund. Wyrick stated that there are four (4) levels of approval.

Chairman Parker made a motion to approve the fiscal year 2025-2026 budget. The motion was seconded by Trustee Estep. The Trust was polled with the following results:

Parker, Aye Estep, Aye Dunkel, Aye Jones, Aye Barnes, Aye

Chairman Parker declared the motion carried.

6. Staff Reports (Written Report Included in Packet, if Available Staff is Present for Questions)

A. Solid Waste Staff Report

None.

7. Trustee Community Announcements

None.

8. Trust Manager's Communications

Tyler Cline updated the Trust on the water meters, the painting of the water tower, and the water treatment plant remodeling.

10. Adjournment

Trustee Dunkel made a motion to adjourn. Trustee Estep made the second. The Trust was polled with the following results:

Dunkel, Aye Estep, Aye Jones, Aye Barnes, Aye Parker, Aye

Chairman Parker declared the meeting adjourned at 5:38PM.

_____	_____	_____
Trustee Barnes	Trustee Jones	Trustee Dunkel
_____	_____	ATTEST: _____
Trustee Estep	Chairman Bless Parker	Melissa Moore, City Clerk

MSUA - PURCHASE ORDERS PRESENTED

DATE 6.16.26

VENDOR	DESCRIPTION		
INVENTORY			
BUMPER TO BUMPER	KLEENDEF - PO #26-01390	$	531.60
LOU'S GLOVES	LATEX GLOVES - PO #26-01352	$	660.00
BORDER STATES	GRD - PO #26-01145	$	468.75
BORDER STATES	CONNECTORS & ELEC TAPE - PO #26-01303	$	342.10
BRENNTAG SW	CHLORINE GAS - PO #26-01304	$	2,650.00
ANIXTER	CLAMP WEDGES - PO #26-00907	$	1,548.00
TOTAL		**$**	**6,200.45**
CUSTOMER SERVICE			
DEPT. OF PUBLIC UTILITIES	POSTAGE - MAY	$	42.57
LAKELAND OFFICE	COLOR COPIER OVERAGES - QUARTERLY	$	2.22
TPSI	POSTAGE & PRINTING - PO #26-01386	$	1,285.53
TPSI	POSTAGE & PRINTING - PO #26-01316	$	1,056.57
TOTAL		**$**	**2,386.89**
ADMINISTRATIVE SERVICES			
LAKELAND OFFICE	COLOR COPIER OVERAGES - QUARTERLY	$	46.25
GRDA	POWER PURCHASE - MAY	$	835,838.09

HALL ESTILL	PROFESSIONAL SERVICES - PO #26-01328	$	4,713.50
DAVIS WRIGHT TREMAINE	PENSACOLA RELICENSING - PO #26-01199	$	66,133.20
TOTAL		**$**	**906,731.04**
METERING			
FUELMAN	FUEL USAGE - 5.18.26 - 5.24.26	$	254.45
FUELMAN	FUEL USAGE - 5.25.26 - 5.31.26	$	45.30
O'REILLY AUTO PARTS	OIL, FILTER & WASHER FLUID	$	72.58
TOTAL		**$**	**372.33**
IT			
TULSA CONNECT	DNS HOSTING	$	5.00
11:11 SYSTEMS	MONTHLY DATA BACKUP - PO # 25-02520	$	2,050.41
TOTAL		**$**	**2,055.41**
ELECTRIC			
FUELMAN	FUEL USAGE - 5.18.26 - 5.24.26	$	1,269.42
FUELMAN	FUEL USAGE - 5.25.26 - 5.31.26	$	549.42
LAKELAND OFFICE	COLOR COPIER OVERAGES - QUARTERLY	$	23.52
ACE HARDWARE	CHAIN, BATTERIES & STIHL PARTS	$	192.93
ACE HARDWARE	FASTENERS	$	9.56
ACE HARDWARE	TAPE MEASURE & FASTENERS	$	27.79
OWN	PROFESSIONAL SERVICES	$	82.50
OTA PIKEPASS	TOLL CHARGES - MAY	$	68.26
O'REILLY AUTO PARTS	CAPSULE	$	12.50
KATNER MILLS	BALL JOINTS & STEERING ROD	$	432.36
KATNER MILLS	MAGNUM HD SHOCK	$	299.25
KATNER MILLS	DISC PAD	$	239.98
KATNER MILLS	BRAKES & CALIPER	$	287.98
WORKING HANDS CAR WASH	CAR WASHES - APRIL & MAY	$	182.50
SPINNERS TIRE	FLAT REPAIR	$	50.00
HERCULES INDUSTRIES	7900 SERIES - PO #26-01281	$	656.64
MIDWEST CONST & UTI LAW	POLE ATTACHMENT AGREEMENT - PO #26-01326	$	4,675.74
BORDER STATES	SWITCHES - PO #26-00320	$	6,715.00
KEMP STONE	BASE - PO 326-01308	$	4,002.80
KEMP STONE	BASE - PO 326-01308	$	1,515.04
TOTAL		**$**	**21,293.19**
ROW			

FUELMAN	FUEL USAGE - 5.18.26 - 5.24.26	$	233.73
FUELMAN	FUEL USAGE - 5.25.26 - 5.31.26	$	88.12
OTA PIKEPASS	TOLL CHARGES - MAY	$	17.90
KATNER MILLS	FUEL CLEANER & HEET	$	34.78
GOODYEAR TIRE	FRONT ALIGNMENT	$	162.14
PRO TREE	TREE TRIMMING - 5.24.26 - 5.30.26 - PO #25-02546	$	4,459.70
PRO TREE	TREE TRIMMING - 5.17.26 - 5.23.26 - PO #25-02546	$	2,960.19
PRO TREE	TREE TRIMMING - 4.12.26 - 4.18.26 - PO #25-02546	$	5,096.80
PRO TREE	TREE TRIMMING - 5.31.26 - 6.6.26 - PO #25-02546	$	5,096.80
BOLT	LABOR & MATERIAL - PO #26-01335	$	17,773.72
TOTAL		**$**	**35,923.88**

WATER PRODUCTION

LAKELAND OFFICE	COLOR COPIER OVERAGES - QUARTERLY	$	19.64
ACE HARDWARE	CONCRETE	$	47.92
ACE HARDWARE	TRASH CAN	$	26.99
ACCURATE ENVIRONMENTAL	TOTAL COLIFORM	$	335.00
ACCURATE ENVIRONMENTAL	TOTAL COLIFORM	$	140.00
ACCURATE ENVIRONMENTAL	TOTAL COLIFORM	$	335.00
SHERWIN WILLIAMS	PAINT	$	245.30
OWN	PROFESSIONAL SERVICES - PO #26-01291	$	13,267.95
OWN	PROFESSIONAL SERVICES - PO #26-01295	$	5,914.68
TORRES CONSTRUCTION	CONCRETE CONSTRUCTION - PO #26-01311	$	7,350.00
UTILITY SERVICE	INDUSTRIAL TANK MAINTENANCE - PO #25-02543	$	38,055.33
HACH	TOP LEVEL ASSEMBLY - PO #26-01190	$	1,524.15
TOTAL		**$**	**67,261.96**

WATER DISTRIBUTION

FUELMAN	FUEL USAGE - 5.18.26 - 5.24.26	$	498.90
FUELMAN	FUEL USAGE - 5.25.26 - 5.31.26	$	198.43
O'REILLY AUTO PARTS	WASHER NOZZLE & OIL	$	44.18
KATNER MILLS	WHEEL NUT, OIL & FILTERS	$	431.48
KATNER MILLS	DORMAN & WHEEL SEAL	$	226.98
KATNER MILLS	V-BELT	$	81.98
KATNER MILLS	HYDRAULIC FLUID, HOSES & FITTINGS	$	465.31
KATNER MILLS	HOSES	$	426.92
OTA PIKEPASS	TOLL CHARGES - MAY	$	16.27
ACE HARDWARE	BATTERIES	$	33.98
OWN	PROFESSIONAL SERVICES - PO #26-01292	$	14,173.48
KEMP STONE	BASE - PO #25-02548	$	2,249.26
NEO CONCRETE	CONCRETE - PO #26-00435	$	1,740.00

NEO CONCRETE	CONCRETE - PO #26-00435	$	1,631.25
DITCH WITCH	LABOR & MATERIAL - PO #26-01306	$	853.80
TORRES CONCRETE	CONCRETE CONSTRUCTION - PO #26-00490	$	4,860.00
HALL ESTILL	PROFESSIONAL SERVICES - PO #26-01330	$	8,425.60
SPINNERS TIRE	TIRES - PO #26-00976	$	1,600.00
LAMBERT TRACTOR	CARBURETOR & INSULATORS - PO #26-01257	$	562.85
TOTAL		**$**	**38,520.67**

POLLUTION CONTROL

FUELMAN	FUEL USAGE - 5.18.26 - 5.24.26	$	125.09
FUELMAN	FUEL USAGE - 5.25.26 - 5.31.26	$	355.97
HERITAGE TRACTOR	DOOR & SEALINGS - PO #26-01307	$	757.46
SPINNERS TIRE	TIRES - PO #26-01243	$	2,510.00
TOTAL		**$**	**3,748.52**

WASTEWATER COLLECTION

ACE HARDWARE	PLUG	$	5.93
TOTAL		**$**	**5.93**

SOLID WASTE

FUELMAN	FUEL USAGE - 5.18.26 - 5.24.26	$	1,562.99
FUELMAN	FUEL USAGE - 5.25.26 - 5.31.26	$	1,438.09
DEPT. OF PUBLIC UTILITIES	POSTAGE - MAY	$	28.41
LAKELAND OFFICE	COLOR COPIER OVERAGES - QUARTERLY	$	2.50
OTA PIKEPASS	TOLL CHARGES - MAY	$	10.68
ACTION GRAPHICS	BROWN RECEIPTS	$	455.86
ACE HARDWARE	BRACE & SCREWS	$	27.16
ON SITE PRESSURE WASHING	TRUCK WASHES	$	480.00
ON SITE PRESSURE WASHING	TRUCK WASHES	$	400.00
ON SITE PRESSURE WASHING	TRUCK WASHES	$	480.00
KATNER MILLS	HYDRAULIC FILTERS	$	202.10
KATNER MILLS	FILTERS & OIL	$	182.32
KATNER MILLS	SILENT GUARD, BRAKES & FILTERS	$	484.83
KATNER MILLS	FILTERS	$	27.29
KATNER MILLS	HYDRAULIC FLUID	$	319.96
KATNER MILLS	HOSE	$	7.96
KATNER MILLS	HALDEX	$	410.98
KATNER MILLS	GREASE	$	367.75
SOONER PRINTING	CARDSTOCK	$	60.00
GREEN COUNRTY TESTING	ENTEROCOCCI BACTERIUM	$	275.00
TRI STATE TRUCK	LABOR & PARTS - PO #26-01358	$	2,302.94

TRI STATE TRUCK	LOCK, COMPRESSOR & EVAPORATOR - PO #26-01350	$	1,703.35
REPUBLIC SERVICES	TIPPING FEES - PO #26-01320	$	19,101.82
ACTION GRAPHICS	TICKETS - PO #26-01388	$	517.18
STELLA ENVIRONMENT	HAULING FEES - PO #26-01369	$	42,110.97
WALLIS LUBRICANT	OIL - PO #26-01309	$	2,467.46
TOTAL		**$**	**75,427.60**

COMMUNITY DEVELOPMENT

FUELMAN	FUEL USAGE - 5.18.26 - 5.24.26	$	47.17
LAKELAND OFFICE	COLOR COPIER OVERAGES - QUARTERLY	$	5.80
TOTAL		**$**	**52.97**

STORM WATER

LAKELAND OFFICE	COLOR COPIER OVERAGES - QUARTERLY	$	58.11
SCURLOCK INDUSTRIES	GASKETS - PO #26-01359	$	3,510.00
TOTAL		**$**	**3,568.11**

FIBER

B & L WATERWORKS	PIPE RESTRAINTS & ELBOW SIPS - PO #26-01212	$	259.57
B & L WATERWORKS	FOSTER APT KIT - PO #26-01212	$	370.90
B & L WATERWORKS	MJ ANCHOR COUPLINGS & PIPE RESTRAINTS - PO #26-01212	$	528.32
B & L WATERWORKS	COUPLINGS - PO #26-01212	$	493.12
UTILITY SUPPLY	MJ FOSTER ADAPTORS - PO #26-01212	$	1,420.00
UTILITY SUPPLY	SIGMA 1 LOCKS & MJ BOLT SET - PO #26-01212	$	1,310.00
UTILITY SUPPLY	MJ FOSTER ADAPTORS - PO #26-01212	$	488.00
UTILITY SUPPLY	MJ FOSTER ADAPTORS & MJ 90 BENDS - PO #26-01212	$	2,905.00
TOTAL		**$**	**7,774.91**

OFF CYCLE / DRAFTS

PEORIA TRIBE	REFUND	$	25,000.00
BUFFALO RUN CASINO	OVERPAYMENT REFUND	$	2,143.20
SHANA SCIACCA	OVERPAYMENT REFUND	$	102.84
ALICIA BEAR	DEPOSIT REFUND	$	100.00
TOTAL		**$**	**27,346.04**

BANK OF OKLAHOMA	BOND PAYMENT - PO # 25-02850	$	56,353.64
CITY OF MIAMI	SALARIES & BENEFITS - 5.28.26	$	167,408.37
UTILITY REFUND CHECKS	FINAL BILLS	$	171.44
BANK OF AMERICA	CREDIT CARD CHARGES - 4.16.26 - 5.1.26	$	12,939.45

BANK OF AMERICA	CREDIT CARD CHARGES - 5.2.26 - 5.15.26	$ 13,703.20
	TOTAL MSUA CLAIMS	**$ 1,449,246.00**

MSUA CREDIT CARDS
APRIL 16, 2026 – MAY 1, 2026

WHSE		
BUMPER TO BUMPER - KLEENDEF	$499.00	
BUMPER TO BUMPER - KLEENDEF	$32.60	
TY'S PROFAB - DEPOSIT CLEARING	$330.00	
TY'S PROFAB - CREDIT - DEPOSIT CLEARING	($330.00)	
TOTAL		**$531.60**
CUSTOMER SERVICE		
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$47.40	
TOTAL		**$47.40**
ADMIN SERVICES		
AMAZON - FILE POCKET	$69.07	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$142.20	
TOTAL		**$211.27**
METERING		
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$40.54	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$52.45	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$128.48	
TOTAL		**$221.47**
INFORMATION TECHNOLOGY		
WAL-MART - CLOCKS	$48.24	
WAL-MART - CHARGER & HDMI CABLE	$19.76	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$99.85	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$406.62	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$40.54	
WALMART - WEBCAM SPEAKERS	$59.22	
WALMART - WEBCAM	$34.86	
AMAZON - HDMI SPLITTER	$17.78	
WAL-MART - SCREWS	$1.56	
TOTAL		**$728.43**
ELECTRIC		
AMAZON - DRILL HANGERS	$45.85	

GME - KLEIN TOOLS GRIPS	$369.98	
BISHOP LIFTING PRODUCTS - 1/2" EYE SPLICE	$20.40	
HARBOR FREIGHT- PINS & BOLTS	$195.80	
OKLAHOMA AUTO GLASS - WINDSHIELD	$337.00	
AMAZON MKTPLACE - CREDIT	($431.18)	
AMAZON - BW LIGHTS	$188.07	
BUMPER TO BUMPER - BLADE	$11.94	
BUMPER TO BUMPER - BLUE DEF & QT	$186.29	
VERIZONWRLSS - 2.24.26 - 3.23.26 MONTHLY SERVICE	$186.64	
BUMPER TO BUMPER - TM24 MARINE	$406.41	
MIAMI AUTO COLOR-URETHANE REDUCER	$39.50	
FARWEST - NEMESIS GLASSES	$357.31	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$223.28	
TULSA PKG METER - PARKING	$1.00	
TOTAL		**$2,138.29**

RIGHT OF WAY

ALTEC - VINYL COVER PLATFORM COMPONENT	$349.05	
EXPRESS STEEL - BRUSH CUTTER	$5,650.00	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$128.48	
TOTAL		**$6,127.53**

WATER PRODUCTION

WAL-MART - REMOTES	$20.54	
WAL-MART - FABULOSO, & SWIFFER PADS	$61.95	
AUTOMATIONDIRECT.COM - CREDIT	($146.00)	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$47.40	
ONG - MONTHLY SERVICE 3.19.26 - 4.20.26	$49.24	
TOTAL		**$33.13**

WATER DISTRIBUTION

AMAZON - OFFICE CHAIRS	$359.98	
HARBOR FREIGHT TOOLS - SHOVELS	$64.95	
JAGUAR TIRES - FIX FLAT FEE	$15.53	
TRACTOR SUPPLY - GRASS SEED	$49.99	
TRACTOR SUPPLY - BOOTS	$87.59	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$47.40	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$169.02	
TOTAL		**$794.46**

POLLUTION CONTROL

ACE-SCREWDRIVER, PLIERS	$42.98
ACE HDWE - HOSES	$65.98
HAYNES - GM MOTOR	$553.79

USABB - LAB SUPPLIES	$379.52	
USABB - LAB FILTERS	$42.20	
ONG - MONTHLY SERVICE 3.19.26 - 4.20.26	$29.38	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$48.40	
TOTAL		**$1,162.25**
SOLID WASTE		
BO'S TIRE SHOP LLC -TIRE REPLACE	$100.00	
BO'S TIRE SHOP LLC - Purchase	$25.00	
LIBERTYFLAGPOLES - AMERICAN FLAGS	$455.00	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$87.94	
ALERT 360 - MONTHLY SERVICE - MAY	$34.35	
USPS PO - PKG RETURN	$13.00	
TOTAL		**$715.29**
COMMUNITY DEVELOPMENT		
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$135.34	
TOTAL		**$135.34**
STORM WATER		
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$92.99	
TOTAL		**$92.99**
TOTAL MSUA FUNDS		**$12,939.45**

MSUA CREDIT CARDS
MAY 2, 2026 – MAY 15, 2026

WHSE		
AMAZON - CHAIR MAT	$73.49	
TOTAL		**$73.49**
METERING		
CLEAN UNIFORM CO - APRIL - METERING	$80.08	
TOTAL		**$80.08**
INFORMATION TECHNOLOGY		
WALMART - MEMORY CARD	$99.00	
SPARKLIGHT - 5.8.26 - 6.7.26 MONTHLY SERVICE	$625.00	
BOLT - 5.5.26 - 6.4.26 MONTHLY SERVICE	$6,737.38	
TOTAL		**$7,461.38**
ELECTRIC		
CLEAN UNIFORM CO - APRIL - ELECTRIC	$35.20	
CANVA - MONTHLY SUBSCRIPTION	$15.00	

AMAZON - CHARGERS AND WHITEOUT	$31.07	
METAL FAB TROPHY & SCRN - RETIREMENT PLAQUE	$75.50	
VERIZON-3.24.26-4.23.26 MNTH SERV	$186.63	
TOTAL		**$343.40**
RIGHT OF WAY		
HARBOR FREIGHT- UTILITY KNIFE,SCREWDRIVER	$8.77	
FARWEST - MENS LEATHER BOOTS	$452.63	
TOTAL		**$461.40**
WATER PRODUCTION		
WALMART - PALLET OF WATER	$252.96	
AMAZON - SPLICING CONNECTORS	$63.13	
HACH COMPANY - CL TUBING KIT	$701.20	
TOTAL		**$1,017.29**
WATER DISTRIBUTION		
CLEAN UNIFORM CO - APRIL - WATER DEPT	$35.20	
TRACTOR SUPPLY - GRASS SEED	$89.99	
TRACTOR SUPPLY - MENS MUCK BOOTS	$79.99	
TRACTOR SUPPLY- CREDIT	($87.59)	
SPARKLIGHT - 5.8.26 - 6.7.26 MONTHLY SERVICE	$237.45	
TOTAL		**$355.04**
POLLUTION CONTROL		
LUBE N GO - OIL CHANGE	$89.95	
ACE HDWE - ADHESIVE	$38.98	
ONG - 4.20.26 - 5.01.26 MONTHLY SERVICE	$28.94	
ACE HDWE - RUBBER PASTE	$47.98	
USABB - LATEX GLOVES	$472.13	
TOTAL		**$677.98**
WASTEWATER COLLECTION		
TRACTOR SUPPLY - GRASS SEED	$139.98	
TOTAL		**$139.98**
SOLID WASTE		
WAL-MART - TRUCK SUPPLIES	$57.84	
CENTRAL POWER SYSTEMS SER - 6206	$1,701.27	
BO'S TIRE SHOP LLC - TIRE REPLACE	$100.00	
HOLT TRUCK CENTERS TULSA -PARTS	$1,116.21	
CLEAN UNIFORM CO - APRIL - SW	$117.84	
TOTAL		**$3,093.16**
TOTAL MSUA FUNDS		**$ 13,703.20**

GRDA PURCHASE ORDERS PRESENTED

DATE 6.16.26

VENDOR	DESCRIPTION GRDA	
ADMINISTRATIVE SERVICES		
DWT	PENSACOLA RELICENSING - PO #26-01327	$ 1,695.00
	TOTAL MSUA CLAIMS	**$ 1,695.00**

GRDA PURCHASE ORDERS PRESENTED

DATE 6.16.26

VENDOR	DESCRIPTION GRDA	
ADMINISTRATIVE SERVICES		
TETRA TECH	NEOSHO RIVER REMODELING - PO #26-01363	$ 16,511.50
	TOTAL MSUA CLAIMS	**$ 16,511.50**

Miami Special Utility Authority (MSUA) Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-15 With Teeter's Paving LLC for Asphalt Paving and Labor (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
City of Miami Contract 26-27.pdf
Teeter's Paving - Annual On Call Asphalt Paving Services C24-15 08192024.pdf
C24-15 Teeters Paving Amendment 2.docx
MSUA Price Increases on Annual Contracts.pdf

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

Two of Three Allowable Extensions

WHEREAS the City of Miami and Miami Special Utility Authority and Teeter's Paving, LLC (collectively "the parties") entered a written Contract for Annual On-Call Asphalt Paving Services ("Contract"), numbered C24-15, on August 19, 2024; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the August 19, 2024, meeting of the City Council and Miami Special Utility Authority Board on that same date.

WHEREAS this Amendment for Contract Renewal FY 26/27 extends the terms of Contract C24-15 for the second of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council and Miami Special Utility Authority Board.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C24-15 the terms of the original Contract C24-15 will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for Annual On-Call Asphalt Paving, numbered C24-15 IS HEREBY renewed effective July 1, 2026 and extended until June 30, 2027.

SIGNED THIS ____ **DAY OF** _____**, 2026**:

Larry E Teeter

Larry Teeter

Bless Parker, Mayor

ATTEST:

_____

Melissa Moore, City Clerk

Misty Barnes, City Attorney

□

Bless Parker, MSUA Chairman

Larry Teeter

ATTEST:

Melissa Moore, City Clerk

Misty Barnes, MSUA Attorney

CONTRACT NO.: C24-15

MIAMI
City of Vision, Spirit & Opportunity

CONTRACT

ANNUAL ON-CALL ASPHALT PAVING SERVICES (C24-15)

This Contract is made this 19th day of August, 2024, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, The Miami Special Utility Authority ("MSUA") and Teeters Paving LLC ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. **Contract Term.** Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30, 2025. The CITY and the MSUA in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) - year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the CITY's and MSUA's need for such services.

2. **Termination Prior to End of Contract Term.** Either party may terminate this agreement for any reason upon thirty (30) days ' written notice of termination, calculated from the date of receipt by the non-- initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. **Insurance and Indemnity.** The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma , as an additional insured and having general liability limits of no less than One Million Dollars ($1 ,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands,

damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. **General Provisions.** The following general provisions shall apply to this Contact:

a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR 's response thereto) , constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals , understandings, and all other agreement s, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma , and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma , and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, order s, and/or regulations.

i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

k. **Survival.** All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

City of Miami, Oklahoma,
A Municipal Corporation:

Miami Special Utility Authority

Mayor/Bless Parker
Chairman

Teeters Paving LLC:

By: Larry E Teeter

Larry E Teeter
Print Name (CONTRACTOR's authorized agent)

Melissa Moore
City Clerk - Attest

Approved as to form:

City Attorney

MIAMI
City of Vision, Spirit & Opportunity

BIDDER RESPONSE SHEET

1. **RE: Solicitation No.** RFQ 24-15

2. **Bidder General Information:**
   FEI/SSN: 46-3856237 Supplier ID: _____
   Company Name: Teeter's Paving, LLC

3. **Bidder Contact Information:**
   Address: P.O. Box 216
   City: Quapaw State: OK Zip Code: 74363
   Contact Name: Larry E Teeter Title: Manager
   Phone # 918-674-2755 Fax # 918-674-1127
   Email: pteeter@sbcglobal.net Website: _____

4. **Oklahoma Sales Tax Permit:**
   ☐ YES – Permit # _____
   ☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. **Registration with the Oklahoma Secretary of State:**
   ☒ YES – Filing # 1655961981
   ☐ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

6. **Workers' Compensation Insurance Coverage:**
   ☒ YES – Include a certificate of insurance with the proposal.
   ☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

Larry E Teeter — (Authorized Signature)

05/06/24 — Date

MIAMI
City of Vision, Spirit & Opportunity

BID FORM

RFQ 24-15

Prices for requested project.	Cost per Unit
Type S3 (PG 64-22) Superpave (Base Coarse)	$_____ per Ton $_____ per S.Y. See Attachment
Type S4 (PG 64-22) Superpave (Surface Coarse)	$_____ per Ton $_____ per S.Y. See Attachment
Tack Coat at a Rate of 0.15 Gal/Yd^2 of Diluted Emulsion (SS-1H) at 1:1	$_____ per Gal. $ .45 per S.Y.
Tie-In Cold Milling (Var. Depth) (As Required)	$_____ per S.Y. No Bid
General Cold Milling (As Required)	$_____ per S.Y. No Bid
GlasPave25, or Approved Equal (As Required)	$_____ per S.Y. No Bid
18" Full Depth Base Rock Removal and Replacement	$_____ per S.Y. See Attachment
Replacement of Striping (As Required)	$_____ per Block No Bid
Traffic Control	$_____ per Block No Bid

Signature of bidder / authorized agent:

Larry E Teeter

MIAMI
City of Vision, Spirit & Opportunity

NON-COLLUSION AFFIDAVIT

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF Oklahoma)
) ss.
COUNTY OF Ottawa)

I, Larry E Teeter, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of Teeter's Paving, LLC, the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City 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 the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

d. to any collusion with any political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given, or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? Circle one: Yes / (No)

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____.

Certified this 6th day of May 20 24.

Teeter's Paving, LLC
Name of Company

Larry E Teeter
Signature of Authorized Agent

Subscribed and sworn to before me on this 6th day of May, 20 24.

(Seal)

OFFICIAL SEAL
POLLY TEETER
NOTARY PUBLIC - OKLAHOMA
OTTAWA COUNTY - #00019379
My Comm. Expires 12-24-24

Polly Teeter
Notary Public

My Commission Expires: 12/29/24

TEETER'S PAVING, LLC
P.O. Box 216
502 Main St.
Quapaw, OK 74363
918-674-2755

May 6, 2024

City of Miami
129 5th Ave
Miami, OK 74354

RE: Asphalt Paving Services

Asphalt Installation
Install Base Coarse and Surface Coarse, material purchased by City of Miami.
Minimum 50 tons per day.
50 to 99 tons per day. **Price $110.00 Per Ton**
100 to 299 tons per day. **Price $35.00 Per Ton**
300 tons plus. **Price $22.00 Per Ton**
No Hauling Included

Base Rock Removal and Replacement
Remove and replace Base Rock, 18 inches deep, material purchased by City of Miami.
Price $71.00 Per SY
No Hauling Included

Hauling of Material
Standard Dump Truck
Price $130.00 Per Hour

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/06/2024

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

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

PRODUCER	CONTACT NAME: CompSource Mutual Insurance Company
	PHONE (A/C, No, Ext): (405) 232-7663 ext. 5102 / FAX (A/C, No):
	E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CompSource Mutual Insurance Company	36188
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Teeters Paving LLC
PO Box 216
Quapaw, OK 74363-0216

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		01057043 23 1	06/01/2023	06/01/2024	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

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

CERTIFICATE HOLDER

City of Miami
129 5th Ave
Miami, OK 74354

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/18/2024

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

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

PRODUCER	CONTACT NAME: Melaina Crochet	
Arthur J. Gallagher Risk Management Services, LLC PO Box 100 Plattenville LA 70393	PHONE (A/C, No, Ext): 985-513-5057	FAX (A/C, No): 866-418-6616
	E-MAIL ADDRESS: melaina_crochet@ajg.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Oklahoma Surety Company	23426
INSURED Teeter's Paving LLC PO Box 216 Quapaw OK 74363	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 280608126 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		06GL001122104	8/14/2024	8/14/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ Excluded $ 1,000,000 $ 2,000,000 $ Excluded
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY [X] SCHEDULED AUTOS NON-OWNED AUTOS ONLY			06CA002861574	8/14/2024	8/14/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

City of Miami is included as Additional Insured as respects General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

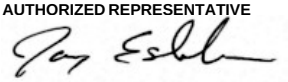
CERTIFICATE HOLDER

City of Miami
PO Box 1288
129 5th Ave NW
Miami OK 74354

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/18/2024

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

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

PRODUCER	CONTACT NAME: Melaina Crochet	
Arthur J. Gallagher Risk Management Services, LLC PO Box 100 Plattenville LA 70393	PHONE (A/C, No, Ext): 985-513-5057	FAX (A/C, No): 866-418-6616
	E-MAIL ADDRESS: melaina_crochet@ajg.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Oklahoma Surety Company	23426
INSURED Teeter's Paving LLC PO Box 216 Quapaw OK 74363	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 438805624 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		06GL001122104	8/14/2024	8/14/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ Excluded
								$
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			06CA002861574	8/14/2024	8/14/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER		
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

MSUA is included as Additional Insured as respects General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

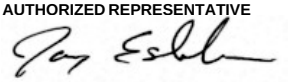
CERTIFICATE HOLDER

MSUA
PO Box 1288
129 5th Ave NW
Miami OK 74354

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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24-15

ANNUAL ON-CALL ASPHALT PAVING SERVICE

PUBLICATION

FOR

SEALED-BIDS

MIAMI NEWS-RECORD
PO BOX 940
MIAMI, OK 74355

LEGAL PUBLICATION INVOICE

March 29, 2024

City of Miami
Attn: Elizabeth Sanders
P.O. Box 1288
Miami, Oklahoma 74355-1288

Date(s)	Amount	Description:
03-22-24	$ 35.45	Solicitation C24-15, Annual On-Call Asphalt Paving Services
03-29-24	$ 33.07	Solicitation C24-15, Annual On-Call Asphalt Paving Services

Please pay this amount: **$ 68.52**

Please be advised, statements are not mailed for legal notices.

Prompt payment from this invoice appreciated!

To pay with a card, please call (405) 818-4677

RECEIVED
APR 01 2024
BY:

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-15

ANNUAL ON-CALL ASPHALT PAVING SERVICES

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL ASPHALT PAVING SERVICES to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, until 11:00 A.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-15" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net , or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

AFFIDAVIT OF PUBLICATION

County of Ottawa, State of Oklahoma

Miami News Record
P.O. Box 940
Miami OK, 74355
580-772-3301

I, **Phillip Reid**, of lawful age, being duly sworn upon oath, deposes and says that I am the Publisher of MIAMI NEWS RECORD, a Newspaper publication that is a "legal newspaper" as that phrase is defined in 25 O.S. § 106, as amended to date, for the City of Miami, for the County of Ottawa, in the State of Oklahoma. The attachment hereto contains a true and correct copy of what was published in the regular edition of said newspaper, and not in a supplement, in consecutive issues on the following dates:

PUBLICATION DATES:
March 22, 2024
March 29, 2024

Signature above, Phillip R. Reid, Publisher

Signed and sworn to before me
on this 29 day of March, 2024.

Gayle Clark, Notary Public

My Commission expires: December 23, 2026.
Commission # 14011360

(SEAL)

GAYLE CLARK NOTARY # 14011360 EXP. 12/23/26 PUBLIC STATE OF OKLAHOMA

PUBLICATION FEE: $68.52
Calculation measurement:
213 words, 5 tabular lines, two insertions

NOTICE TO THE PUBLIC OF PUBLIC COMMENT PERIOD FOR THE 2024-2027 STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM.

The Oklahoma Department of Transportation is seeking public comment on the Statewide Transportation Improvement Program (STIP) for federal fiscal years 2024 through 2027. The full proposed FFY 2024-2027 STIP can be viewed online at www.ODOT.org by clicking the Programs and Projects tab and then clicking Transportation Programs. Comments may be made via email to Michael Flynn at Michael.flynn@odot.ok.gov or in writing to Oklahoma Department of Transportation, Project Management Division, 200 NE 21st Street, Oklahoma City, Oklahoma, 73105. Comments will be taken until April 4th 2024.

March 11, 2024

1. The Ottawa County Board of Commissioners met in regular session at 9:00 A.M. on Monday, March 18, 2024 with the following members present: Chairman Mike Furnas, Commissioners Scott Hilton, and Robert Clark. Notice of the meeting was posted at the south door of the Ottawa County Courthouse March 4, 2024 at 12.59 P.M. Commissioners' Meeting Agendas and Minutes can also be found online at ottawa.okcounties.org.

2. The Pledge of Allegiance was recited.

3. Motion Hilton, second by Clark, to approve regular minutes of March 4th, 2024. By vote: Hilton, aye; Clark, aye; Furnas, aye.

4. Motion by Hilton, second by Clark, claims presented to the Board for payment. By vote: Clark, aye; Hilton, aye, Furnas, aye.

6. Motion by Hilton, second by Clark, to approve Resolution # 2024.4. Disposing of Equipment. Requesting to deem 1984 Rubber Tire Loader 99-149 case W20C Serial # 9155827 as surplus. Requested by District # 3. By vote: Clark, aye; Hilton, aye; Furnas, aye.

7. Motion by Hilton, second by Clark, to approve Detention Transportation Claim from State of Oklahoma Office of Juvenile Affairs District 2 JSU in the amount $ 65.19. By vote: Clark, aye; Hilton, aye; Furnas, aye.

8. Motion by Hilton, second by Clark, to approve lease purchase of a 2023 Ford F150 Crew Cab Vin # 1FTFW1E50PKF98821 from State Bid Contract # SW035 in the amount of $45,210.20 on behalf of the Miami Fire Department. By vote: Clark, aye; Hilton, aye; Furnas, aye.

9. Motion by Hilton, second by Clark, to approve lease purchase agreement by and between Welch State Bank and the Board of County Commissioners of Ottawa County on behalf of Miami Fire Department to purchase a 2023 Ford F150 Crew Cab Vin # 1FTFW1E50PKF98821. By vote: Clark, aye; Hilton, aye; Furnas, aye.

10. Motion by Hilton, second by Clark, to Consider/Action Re: Discussion and Possible vote to enter into Executive Session to 25 O.S., Section 307(B)(4) to discuss with counsel all aspects of pending litigation in Austin P. Bond, as Personal Representative of the Estate of Terral Ellis, II, deceased, Terral B Ellis, Sr., and Shelly Bliss v. The Sheriff of Ottawa County, in his official capacity, et al., Case No. 4:17-CV-00325-CRK-CDL, filed in the Northern District of Oklahoma, on the advice of and at the request of counsel. Counsel may appear telephonically. By vote: Furnas, aye; Hilton, aye; Clark, aye.

11. Motion by Hilton, second by Clark, to Consider/Action Re: Possible Executive Session pursuant to 25 O.S., Section 307.B.1.4 to discuss with counsel all aspects of pending litigation in Austin P. Bond, as Personal Representative of the Estate of Terral Ellis, II, deceased, Terral B Ellis, Sr., and Shelly Bliss v. The Sheriff of Ottawa County, in his official capacity, et al., Case No. 4:17-CV-00325-CRK-CDL, filed in the Northern District of Oklahoma, on the advice of and at the request of counsel. Counsel may appear telephonically. By vote: Furnas, aye; Hilton, aye; Clark, aye.

12. Motion by Hilton, second by Clark, to Consider/Action Re: Discussion and possible vote to adjourn Executive Session and reconvene in Open Session. Counsel may appear telephonically. By vote: Furnas, aye; Clark, aye; Hilton, aye.

13. Motion by Hilton, second by Clark, to take no action. Consider/Action Re: Discussion and possible vote on actions related to pending litigation in Austin P. Bond, as Personal Representative of the Estate of Terral Ellis, II, deceased, Terral B Ellis, Sr., and Shelly Bliss v. The Sheriff of Ottawa County, in his official capacity, et al., Case No. 4:17-CV-00325-CRK-CDL, filed in the Northern District of Oklahoma, with counsel. Counsel may appear telephonically. By vote: Furnas, aye; Hilton, aye; Clark, aye.

18. Motion by Hilton, second by Clark, to approve the following check for deposit: Ck. #0901 in the amount of $30,000.00 from the Oklahoma Cooperative Circuit Engineering Districts Board Solid Waste Program into account #1102 (District 1) for chipper. By vote: Clark, aye; Hilton, aye; Clark, aye.

24. Commissioners' activity reports: District 1 reported gearing up for spring, updating local agreements, and local road partnerships. District 2 reported routine maintenance. District 3 reported spraying, hauling rocks/spring work and routine maintenance.

Motion by Hilton, second by Clark, to approve the following blanket purchase order: #3530-3533. By vote: Clark, aye; Hilton, aye; Furnas, aye.

25. Motion by Hilton, second by Clark, to approve to adjourn. By vote: Clark, aye; Hilton, aye; Furnas, aye.

Mike Furnas, Chairman
Robyn Mitchell,
Ottawa County Clerk
Miami News Record

(Published in the Miami News Record March 22, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-14

ELEVATOR SERVICE, MAINTENANCE, AND INSPECTIONS

The City of Miami is requesting formal, SEALED bids for ELEVATOR SERVICE, MAINTENANCE, AND INSPECTIONS to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 12:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-14" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-15

ANNUAL ON-CALL ASPHALT PAVING SERVICES

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL ASPHALT PAVING SERVICES to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, until 11:00 A.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-15" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net , or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-16

ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 1:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-16" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-17

ANNUAL ON-CALL, AS-NEEDED, PLUMBING SERVICE

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL, AS-NEEDED, PLUMBING SERVICE to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 2:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-17" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

IN THE DISTRICT COURT OF OTTAWA COUNTY STATE OF OKLAHOMA

FIFTH THIRD BANK, NATIONAL ASSOCIATION, Plaintiff,

vs.

UNKNOWN HEIRS, EXECUTORS, DEVISEES, TRUSTEES OR ASSIGNS, IF ANY OF CARL E. JONES, deceased; NANCY KATHLEEN JONES; UNKNOWN SPOUSE, if any, of NANCY KATHLEEN JONES; and UNKNOWN OCCUPANTS, if any, of 14851 S 680 RD, WYANDOTTE, OK 74370; Defendants.

Case No. CJ-2024-8
Judge Jennifer McCaffrey

NOTICE BY PUBLICATION
Case No. CJ-2024-8
HONORABLE JENNIFER MCCAFFREY

UNKNOWN HEIRS, EXECUTORS, DEVISEES, TRUSTEES OR ASSIGNS, IF ANY OF CARL E. JONES, deceased, being Defendants and persons holding or claiming interest or lien in the subject property.

Take notice that you have been sued by Plaintiff, Fifth Third Bank, National Association, and that you must answer the Petition of said Plaintiff on file in said cause on or before May 5, 2024, or the allegations of said Petition will be taken as true and judgment rendered against you, awarding the Plaintiff a first mortgage lien upon the following described real estate situated in Ottawa County, Oklahoma, to-wit:

SE1/4 SE1/4 in Section 24, Township 27 North, Range 24 East of the Indian Meridian, Ottawa County, Oklahoma, according to the United States Government Survey thereof

in the sum as of 01/17/2024 of $151,629.97 together with interest, accrued and accruing, from that date, plus applicable recoverable advances, if any, as authorized by the Note and Mortgage.

WITNESS my hand and official seal in Ottawa County, Oklahoma, this 11th day of March, 2024.

Cassie L Key, Court Clerk
By: /s/ P. Blalock

John Seidenberger,
OBA # 30715
Brian G. Sayer, OBA # 32966
Garrad D. Mitchell, OBA #34055
THE SAYER LAW GROUP, P.C.
925 E. 4th St.
Waterloo, IA 50703
Tel: (319) 234-2530
Facsimile: (319) 232-6341
OKupdates@sayerlaw.com
ATTORNEY FOR PLAINTIFF

(Published in the Miami News Record March 22, 29, and April 5, 2024)
LPXLP

IN THE DISTRICT COURT IN AND FOR OTTAWA COUNTY STATE OF OKLAHOMA

In the Matter of the Estates of DEBRA SUE MORRIS, deceased.

Case No. PB-2023-42
NOTICE OF HEARING FINAL ACCOUNT AND PETITION FOR DETERMINATION OF HEIRSHIP AND FOR DISTRIBUTION OF ESTATE

Notice is hereby given that Patricia Rawlins, the duly appointed and qualified Personal Representative of the above captioned estate, has filed in this Court a Final Account and Report of the administration of said estate and a Petition for determination of heirship, distribution of said estate, and discharge; said hearing of the same has been fixed by the Judge of the Court for the 18th day of April, 2024, at 9:30 a.m., at the courtroom of said Court in the Ottawa County Courthouse at Miami, in the County and State aforesaid, and all persons interested in said estate are notified then and there to appear and show cause, if any they have, why said account should not be settled and allowed, and said estate distributed and the Personal Representative discharged.

Dated this 12th day of March, 2024.

/s/ R. Matt Whalen
Judge of the District Court

Travis Hartley, OBA #20238
Andrew Meloy, OBA #22649
THE HARTLEY LAW FIRM PLLC
177 W. Delaware,
P. O. Box 553
Vinita, Oklahoma 74301
918/256-2100
FAX 918/256-2121
Attorneys for Personal Representatives

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOW HIRING
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Writing Intern & Marketing Intern
Part time position M-F Hours Vary
MUST BE RELIABLE
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ws@reidnewspapers.com

2024 General 1862, DISTRICT ATTORNEY, 52000.00, SALARY 1863, FLEETCOR TECHNOLOGIES*, 1100.67, FUEL 1864, FLEETCOR TECHNOLOGIES*, 1152.64, FUEL 1865, LAKELAND OFFICE SYSTEMS *, 123.41, MAINTENANCE AGREEMENT 1866, LAKELAND OFFICE SYSTEMS *, 147.37, MAINTENANCE AGREEMENT 1867, MIAMI FIRE PROTECTION*, 130.00, INSPECTIONS 1868, CITY OF MIAMI, 7375.00, SERVICE AGREEMENT 1869, SPARKLIGHT, 607.05, UTILITIES 1870, TIGER CORRECTIONAL SERVICES, 2840.86, INMATE NUTRITION 1871, TIGER CORRECTIONAL SERVICES, 2990.03, INMATE NUTRITION 1872, TIGER CORRECTIONAL SERVICES, 2828.06, INMATE NUTRITION 1873, EASY ICE LLC, 201.97, SUBSCRIPTION 1874, HOMETOWN WATER & COFFEE SERVICE, 16.00, BOTTLED WATER 1875, OSU COOP EXT SERVICE*, 10666.66, CONTRACT AGREEMANT 1876, CAPITAL ONE, 230.43, OFFICE SUPPLIES 1877, SPARKLIGHT, 238.20, CABLE SERVICE 1878, PITNEY BOWES INC, 248.97, OFFICE SUPPLIES 1879, HOMETOWN WATER & COFFEE SERVICE, 8.00, BOTTLED WATER 1880, HAMPTON INN, 321.00, LODGING 1881, OSU CTP, 40.00, TRAINING 1882, ACE HARDWARE, 233.59, PARTS 1883, CUMMINS SALES AND SERVICE, 735.30, MAINTENANCE AGREEMENT 1884, COMDATA, 100.23, FUEL 1885, OSU CTP, 40.00, TRAINING 1886, A T & T MOBILITY, 47.18, PHONE BILL 1887, MIAMI NEWS-RECORD, 162.15, LEGAL NOTICE 1888, BOLT FIBER, 213.81, INTERNET SERVICE 1889, LAKELAND OFFICE SYSTEMS *, 29.44, CONTRACT BASE RATE CHARGE 1890, OTTAWA CO ELECTION BRD, 270.00, POLLING PLACE 1891, CHAD HOLCOMB, 88.86, TRAVEL EXPENSES 1892, OK EMERGENCY MGMT ASSOC, 768.12, MEMBERSHIP DUES 1893, COMDATA, 263.33, FUEL 1894, KELLPRO INC*, 36.00, SOFTWARE LICENSE 1895, AT & T MOBILITY, 87.22, PHONE BILL 1896, OTTAWA CO FAIRBOARD, 63.00, FAIR PREMIUMS; Health 191, CAPITAL ONE, 98.06, OFFICE SUPPLIES 192, QUILL CORPORATION*, 280.54, OFFICE SUPPLIES 193, ORKIN, 48.63, PEST CONTROL 194, AED BRANDS LLC, 200.93, MEDICAL SUPPLIES 195, QUADIENT LEASING USA, 482.85, LEASE PAYMENT; Highway 1014, QUAPAW NATION UTILITIES AUTH, 54.00, UTILITIES 1015, ADMIRAL EXPRESS INC*, 240.76, OFFICE FURNITURE 1016, AUTOMOTIVE OF FAIRLAND*, 26.63, PARTS 1017, STATE FARM INSURANCE, 30.00, NOTARY BOND 1018, OK SECRETARY OF STATE, 20.00, NOTARY RENEWAL 1019, OK SECRETARY OF STATE, 10.00, NOTARY FILING FEE 1020, WELCH STATE BANK*, 9509.97, LEASE PURCHASE 1021, KARNES PRO TIRE*, 158.00, TIRES 1022, BO S TIRE & WELDING, 100.00, TIRE REPAIRS 1024, LAKELAND PETROLEUM, 1576.70, FUEL 1025, LAKELAND OFFICE SYSTEMS *, 65.09, LEASE PAYMENT; Hwy-ST 418, MIAMI INDUSTRIAL SUPPLY*, 82.74, REPAIRS 419, KUBOTA OF NORTHWEST ARKANSAS, 741.63, REPAIRS 420, LONGAN CONSTRUCTION CO*, 268.75, ASPHALT 421, OTTAWA COUNTY TAG OFFICE, 51.50, VEHICLE TAGS 422, M&J EQUIPMENT SERVICES LLP, 4787.68, VEHICLE REPAIR 423, M&J EQUIPMENT SERVICES LLP, 11850.05, VEHICLE REPAIR 424, M&J EQUIPMENT SERVICES LLP, 3094.12, VEHICLE REPAIR; Law Library 1, LAW LIBRARY REVOLVING FUND, 9306.46, REIMBURSAL 2, LAW LIBRARY REVOLVING FUND, 6461.33, REIMBURSAL 3, LAW LIBRARY REVOLVING FUND, 11817.19, REIMBURSAL; ML Fee 7, HAMPTON INN & SUITES NORMAN, 214.00, LODGING; Mtg Cert 19, JOLENE HOOPER, 100.00, OFFICE CLEANING; Rural Fire-ST 109, A T & T, 371.65, PHONE BILL; SH Commissary 96, TIGER COMMISSARY SERVICES INC*,

6. Motion by Hilton, second by Clark, to approve authorization to precede with cremation for 64-year-old Ottawa County resident Annette Askey, and prepare a letter to the Chief Medical Examiners Office for the CME 19 P Fee to be waived for our indigent resident in Ottawa County. By vote: Furnas, aye; Hilton, aye; Clark, aye.

7. Motion by Hilton, second by Clark, to approve from Turner and Associates, PLC. Agreement to prepare the Financial Statement of Ottawa County, which comprise the annual statement of receipts, disbursements, and changes in fund balance-regulatory basis, for the year ending June 30, 2024. By vote: Furnas, aye; Hilton, aye; Clark, aye.

8. Motion by Hilton, second by Clark, to approve from Turner and Associate, PLC. Annual agreement of acceptance for the preparation of 2023-2024 Financial Statement, 2024-2025 Budget and 2024-2025 Publication Sheet prescribed by the State of Oklahoma for Ottawa County. By vote: Furnas, aye; Hilton, aye; Clark, aye.

9. Motion by Hilton, second by Clark, to approve cost per image agreement by and between Great America Financial Services and Board of County Commissioners of Ottawa County on behalf of Ottawa County Health Department. By vote: Furnas, aye; Hilton, aye; Clark, aye.

10. Motion by Hilton, second by Clark, to approve Resolution # 2024.5 Requesting to reduce the speed limit on County Road South 670 Road and recognize as School Zone. Requested by District # 2. By vote: Furnas, aye; Hilton, aye; Clark, aye.

11. Motion by Hilton, second by Clark, to approve Resolution # 2024.6 Requesting change in signers on the Ottawa County Official Depository Account with Security Bank & Trust of Miami, OK. By vote: Furnas, aye; Hilton, aye; Clark, aye.

12. Motion by Clark, second by Furnas, to solicit for sealed bid to surplus 1984 Rubber tire loader 99-149 Case W20 Serial # 9155827. Requested by District # 3. By vote: Furnas, aye; Clark, aye; Hilton, aye.

13. Motion by Clark, second by Furnas, to approve ODOT form 324a Requesting to approve invoice for condemnation professional services to Hartley Law Firm, PLLC in the amount of $3,500.00. By vote: Furnas, aye; Hilton, aye; Clark, aye.

14. Motion by Hilton, second by Clark, to approve transcript of proceeding on sale of county property acquired at resale on the following property described as follows: SE NW (UND 1/36 INT) SEC 17 TWP 29 RNG 23, Ottawa County, Oklahoma, according to the recorded plat thereof. By vote: Furnas, aye; Hilton, aye; Clark, aye

15. Motion by Hilton, second by Clark, to approve county deed to Matt Evans and/or Robert C. Freeman in the amount of $ 50.00. Legal Description as follows: SE NW (UND 1/36 INT) SEC 17 TWP 29 RNG 23, Ottawa County, Oklahoma, according to the recorded plat thereof. By vote: Furnas, aye; Hilton, aye; Clark, aye

16. Motion by Hilton, second by Clark, to approve transcript of proceeding on sale of county property acquired at resale on the following property described as follows: W2 SW & NE SW (UND 1/9 OF 1/24 INT 120 AC) SEC 28 TWP 29 RNG 23, Ottawa County, Oklahoma, according to the recorded plat thereof. By vote: Furnas, aye; Hilton, aye; Clark, aye

17. Motion by Hilton, second by Clark, to approve county deed to Matt Evans and/or Robert C. Freeman in the amount of $ 50.00. Legal Description as follows: W2 SW & NE SW (UND 1/9 OF 1/24 INT 120 AC) SEC 28 TWP 29 RNG 23, Ottawa County, Oklahoma,

23. Motion by Hilton, second by Clark, to approve the following check for deposit: Ck. #1426 in the amount of $3,088.80 from R6 Recycling; Ck. # 1439 in the amount $ 594.00 from R6 Recycling; Ck. # 13638 in the amount of $ 2,233.66 from the Town of Quapaw. By vote: Furnas, aye; Hilton, aye; Clark, aye

26. Commissioners' activity reports: District 1 reported spraying at line-of-sight issues and problems with illegal dumping on County Roads. District 2 reported routine maintenance and started spraying. District 3 reported routine maintenance.

28. Motion by Hilton, second by Clark, to approve the following blanket purchase order: # 3609-3611. By vote: Furnas, aye; Hilton, aye; Clark, aye.

29. Jail inspection was done. The following Board members attended Mike Furnas, Robert Clark and Scott Hilton. Board members visited the tower at the jail. Jail staff reported they are happy with upgrades in equipment and software to maintain the jail safety. Board Members viewed the live scan machine and viewed a previous scan. Jail staff reported the training and equipment is working well. Members viewed the kitchen and jail staff reported the new stove is still working.

30. Motion by Clark, second by Hilton, to approve to adjourn. By vote: Furnas, aye; Hilton, aye; Clark, aye.

Mike Furnas, Chairman
Robyn Mitchell,
Ottawa County Clerk
Miami News Record

(Published in the Miami News Record March 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-14

ELEVATOR SERVICE, MAINTENANCE, AND INSPECTIONS

The City of Miami is requesting formal, SEALED bids for ELEVATOR SERVICE, MAINTENANCE, AND INSPECTIONS to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 12:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-14" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net , or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-15

ANNUAL ON-CALL ASPHALT

MARKED "C24-15" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net , or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-16

ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 1:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-16" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-17

ANNUAL ON-CALL, AS-NEEDED, PLUMBING SERVICE

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL, AS-NEEDED, PLUMBING SERVICE to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 2:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-17" WITH THE BIDDER'S NAME CLEARLY

Oklahoma. A complete scope of work and bid package/bid form can be obtained through the contacts listed below. Potential subcontractors must meet Crossland's qualification requirements (insurance, safety policies, bonding, etc). Pre-bid conference will be held on April 4th at 9 A.M. at the Dr. Dale Creech NEO Library Administration Building in Miami, OK. Attendance of the pre-bid conference is encouraged, but not required. Bids are due by 2:00 PM on April 16th, 2024. Bids will only be accepted at the Dr. Dale Creech NEO Library Administration Building in Miami, OK on the proper bid form. If you are interested in bidding on this project, please contact Nick Humble at nhumble@crossland.com or Nathan Lopp at nlopp@crossland.com. Main office phone is 620-429-1414.

(Published in the Miami News Record March 29, April 5 and 12, 2024)
LPXLP

IN THE DISTRICT COURT OF OTTAWA COUNTY STATE OF OKLAHOMA

FIFTH THIRD BANK, NATIONAL ASSOCIATION, Plaintiff,

vs.

UNKNOWN HEIRS, EXECUTORS, DEVISEES, TRUSTEES OR ASSIGNS, IF ANY OF CARL E. JONES, deceased; NANCY KATHLEEN JONES; UNKNOWN SPOUSE, if any, of NANCY KATHLEEN JONES; and UNKNOWN OCCUPANTS, if any, of 14851 S 680 RD, WYANDOTTE, OK 74370; Defendants.

Case No. CJ-2024-8
Judge Jennifer McCaffrey

NOTICE BY PUBLICATION
Case No. CJ-2024-8
HONORABLE JENNIFER MCCAFFREY

UNKNOWN HEIRS, EXECUTORS, DEVISEES, TRUSTEES OR ASSIGNS, IF ANY OF CARL E. JONES, deceased, being Defendants and persons holding or claiming interest or lien in the subject property.

Take notice that you have been sued by Plaintiff, Fifth Third Bank, National Association, and that you must answer the Petition of said Plaintiff on file in said cause on or before May 5, 2024, or the allegations of said Petition will be taken as true and judgment rendered against you, awarding the Plaintiff a first mortgage lien upon the following described real estate situated in Ottawa County, Oklahoma, to-wit:

SE1/4 SE1/4 in Section 24, Township 27 North, Range 24 East of the Indian Meridian, Ottawa County, Oklahoma, according to the United States Government Survey thereof

in the sum as of 01/17/2024 of $151,629.97 together with interest, accrued and accruing, from that date, plus applicable recoverable advances, if any,

IN THE DISTRICT COURT IN AND FOR OTTAWA COUNTY STATE OF OKLAHOMA

In re the Matter of:
GILBERTO BECERRA,
Petitioner

V.

MARIA FRANCISCO,
Respondent.

Case No.: FP-2024-4
NOTICE BY PUBLICATION

THE STATE OF OKLAHOMA
TO: MARIA FRANCISCO

You will take notice that you have been sued in the above named Court by the Petitioner for Paternity, on the grounds of abandonment of the minor child, S.A.B.F., born June 2006, and for custody and child support of said minor child. Unless you answer the petition filed by this Petitioner in said Court on or before the 11th day of May 2024, said petition will be taken as true and judgment granting the Petitioner's Paternity Action against you and for complete legal custody of said minor child, limiting your visitation to only supervised visitation with said minor child, and child support for the maintenance of said minor child rendered according to the prayer thereof.

WITNESS MY HAND AND SEAL this 27th day of March, 2024.

/s/ F. Henry
COURT CLERK

Sara M. Schmook, OBA #31216
The Schmook Law Firm
2930 S. Yale Avenue
Tulsa, OK 74114
(918) 505-4870/
(918) 513-6724 facsimile
Sara@SchmookLaw.com
Attorney for the Petitioner

(Published in the Miami News Record March 29, April 5 and 12, 2024)
LPXLP

Ottawa County Emergency Food and Shelter Program

Ottawa County Local Board #7034-00 has been awarded $9,501.00 for Phase 41 in federal funds made available through the Department of Homeland Security/ Federal Emergency Management Agency under the Emergency Food and Shelter National Board Program to supplement emergency food and shelter programs in the county.

The selection was made by a National Board that is chaired by the U.S. Department of Homeland Security's Federal Emergency Management Agency and consists of representatives from American Red Cross; Catholic Charities, USA; National Council of the Churches of Christ in the U.S.A.; The Jewish Federations of North America; The Salvation Army; and

• Please see Legals, Page 12

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Or Email Resume to
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Formal Bid Opening Form

Formal Bid Type: ANNUAL ON-CALL ASPHALT PAVING SERVICES C24-15 **Bid Response Date:** 04/23/24 11:00am

Vendor	Bidder's Response Sheet	Bid Form	Non-Collusion Affidavit	Trade License	Workers Comp

Comments:

No bids Received - CJ 4/23/24 11:00 Am

City Of Miami, OK – Administrative Services Department

Contract Tracking Form – Construction, purchases ↑ $50k, or Sealed Bid Requested

Effective: 12/10/2020

Form for ASD-2015-04 Contract Administration Policy

Contract # C24-15

Section I to be completed by City Project Manager (CPM)	
1. TITLE / DATE	On-Call Asphalt Paving Service Date: 2/27/24
2. CITY PROJECT MGR & DEPT:	Dept: Streets Construction Project? [ ] Yes [ ] No Primary: Robert Barger Secondary: Elizabeth Sanders
3. DESCRIPTION, SCHEDULE BACKGROUND, HISTORY, PURPOSE & GOALS [ ] Attach additional pages if necessary.	DESCRIPTION OF PROJECT or PURCHASE: Asphalt product & paving Is this a vehicle/equipment purchase? [ ] Yes [X] No Is this a state contract [ ] Yes [ ] No Will it be purchased off of a dealer lot [ ] or manufactured/custom built [ ] Is there a trade-in planned? [ ] Yes [X] No If yes, discuss with purchasing agent. Is financing planned? [ ] Yes [X] No If yes, discuss with purchasing agent. Planning Commission Required: [ ] Yes [X] No Legal Dept's Initial _____.
4. PROJECT TEAM	Finance, Purchasing, Public Works, _____. All Department Heads advised by email [X] Yes [ ] No Proj. Manager Initials: CS
5. COST ESTIMATE	A. $ _____ [ ] Attach detailed cost estimate. B. Annual cost to use and maintain: $_____ [ ] Attach details.
6. FUNDING SOURCE(S) *Dept Hd is responsible for budgeting this item for any future fiscal year(s).*	***This Block to be Completed by Finance Dept*** [X] City Of Miami _____ % $ _____ [ ]Lease $_____/yr for___yrs [ ] MSUA _____ % $ _____ [ ] Lease $_____/yr for_____yrs [ ] Other: _____ _____ % $_____ Acct #(s): Various Proj #: _____ Approved Capital Improvement Project: [ ] Yes [ ] No _____ Funds available as of: 5-14-24 ~~Municipal Finance Manager Signature~~ Date

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

Two of Three Allowable Extensions

WHEREAS the City of Miami and Miami Special Utility Authority and Teeter's Paving, LLC (collectively "the parties") entered a written Contract for Annual On-Call Asphalt Paving Services ("Contract"), numbered C24-15, on August 19, 2024; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the August 19, 2024, meeting of the City Council and Miami Special Utility Authority Board on that same date.

WHEREAS this Amendment for Contract Renewal FY 26/27 extends the terms of Contract C24-15 for the second of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council and Miami Special Utility Authority Board.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C24-15 the terms of the original Contract C24-15 will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for Annual On-Call Asphalt Paving, numbered C24-15 IS HEREBY renewed effective July 1, 2026 and extended until June 30, 2027.

SIGNED THIS ____ DAY OF _____, 2026:

_____ _____

Bless Parker, Mayor Larry Teeter

ATTEST:

_____ _____

Melissa Moore, City Clerk Misty Barnes, City Attorney

Bless Parker, MSUA Chairman	Larry Teeter
ATTEST:	
Melissa Moore, City Clerk	Misty Barnes, MSUA Attorney

MSUA Price Increases on Annual Contracts

Pro Tree

Pro Tree has a 3% price increase allowance per extension in the original contract. Here are the new prices with the 3% increase.

Description	Current Price	New Price
Foreman Rate	$38.11	$39.25
Trimmer / Grounds Man 1	$31.93	$32.88
Trimmer / Grounds Man 2	$31.93	$32.88
Equip 65' Bucket Trim Truck	$19.83	$20.42
Ve Bc1000 Gas Chipper	$ 5.62	$ 5.78

Muskogee Sand

Muskogee Sand is increasing their price by 10% for sand FOB.

Current Price		New Price
$10.00	per ton	$11.00

Muskogee Sand is increasing their price by 3.5% for sand delivered to Miami.

Current Price		New Price
$28.00	per ton	$29.00

Kemp Stone

Kemp Stone has increased their prices. See below.

		Current Price		New Price
Crushed Limestone Class A 1 ¼" FOB		$8.00	per ton	$8.32
	Delivered	$14.50	per ton	$14.82
Crushed Limestone Class A 3"" FOB		$8.15	per ton	$8.48
	Delivered	$14.65	per ton	$14.98

AG Base Limestone Type A	FOB	$9.80	per ton	$10.39
	Delivered	$16.30	per ton	$16.89
Ag Base 3/8” Washed Chips	FOB	$13.65	per ton	$14.33
Pryor Stone	Delivered	$29.65	per ton	$30.33
Ag Base 1/2” Cleaned Rock	FOB	$13.65	per ton	$14.20
	Delivered	$20.15	per ton	$20.70
Ag Base 3/4” Cleaned Rock	FOB	$14.00	per ton	$14.56
	Delivered	$20.50	per ton	$21.06
Ag Base 1 ½ ” Cleaned Rock	FOB	$14.00	per ton	$14.56
	Delivered	$20.50	per ton	$21.06
1 ½” to 2 ½” Lateral Rock	FOB	$9.80	per ton	
No Fines	Delivered	$16.30	per ton	N/A
Ag Base Gabion Limestone 3” to 5”	FOB	$14.25	per ton	$14.82
	Delivered	$20.75	per ton	$21.32
Rip Rap Limestone 12” ODOT	FOB	$17.55	per ton	$18.25
	Delivered	$25.55	per ton	$26.25
Limestone Screening Fines	FOB	$7.00	per ton	$7.28
	Delivered	$13.50	per ton	$13.78

Miami Special Utility Authority (MSUA) Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-16A With Booth & Booth Electric for Annual On-Call, As Needed, Electrician Services (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
Booth and Booth Electric City of Miami on call 2026.pdf
Booth & Booth Electric Co. Inc - Annual On Call Electrician FY 24-25 C24-16A 05062024.pdf

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

Two of Three Allowable Extensions

WHEREAS the City of Miami and Miami Special Utility Authority and Booth and Booth Electric Co., Inc. (collectively "the parties") entered a written Contract for Annual On-Call, As Needed, Electrician Service ("Contract"), numbered C24-16a, on May 6, 2024; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the May 6, 2024, meeting of the City Council and Miami Special Utility Authority Board on that same date.

WHEREAS this Amendment for Contract Renewal FY 26/27 extends the terms of Contract C24-16a for the second of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council and Miami Special Utility Authority Board.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C24-16a the terms of the original Contract C24-16a will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for Annual On-Call, As Needed, Electrician Service, numbered C24-16a IS HEREBY renewed effective July 1, 2026 and extended until June 30, 2027.

SIGNED THIS 8 **DAY OF** May, **2026**:

Bless Parker, Mayor

Booth and Booth Electric Co., Inc.

ATTEST:

Melissa Moore, City Clerk

Misty Barnes, City Attorney

CONTRACT NO.: C24-16a

MIAMI
City of Vision, Spirit & Opportunity

CONTRACT
ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE (C24-16)

This Contract is made this 6th day of May, 2024, by and between the City of Miami ("CITY"), a municipal corporation, and the Miami Special Utility Authority, a public trust, located in the County of Ottawa, State of Oklahoma, and Booth - Booth ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. **Contract Term.** Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30, 2025. The CITY, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) -year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the CITY's need for such services, not to exceed a 3% increase upon annual renewal.

2. **Termination Prior to End of Contract Term.** Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. **Insurance and Indemnity.** The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma, as an additional insured and having general liability limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. General Provisions. The following general provisions shall apply to this Contract:

a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11

j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

k. **Survival.** All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

5/6/24

City of Miami Date
Bless Parker, Mayor

5-8-24

Contractor Date

Title: President

Attest:

Melissa Moore

Melissa Moore, City Clerk

5/6/24

MSUA Date
Bless Parker, Chairman

Attest:

Melissa Moore

Melissa Moore, City Clerk

MIAMI
City of Vision, Spirit & Opportunity

BID FORM
C24-16

Employee Description	Cost per Hour
Contractor	$ 75.00 per hour (non-emergency) $ 112.50 per hour (after 5 p.m./emergency)
Apprentice	$ 45.00 per hour (non-emergency) $ 67.50 per hour (after 5 p.m./emergency)
Journeyman	$ 45.00 per hour (non-emergency) $ 67.50 per hour (after 5 p.m./emergency)

Signature of bidder / authorized agent:

MIAMI
City of Vision Spirit & Opportunity

BIDDER RESPONSE SHEET

1. **RE: Solicitation No.** C24-16

2. **Bidder General Information:**

FEI/SSN: 73-1577297 Supplier ID:

Company Name: BOOTH + BOOTH ELECTRIC CO. INC.

3. **Bidder Contact Information:**

Address: 504 HENLEY ST

City: MIAMI State: OK Zip Code: 74354

Contact Name: DANNY BOOTH Title: PRESIDENT/CONTRACTOR

Phone # 918-540-4783 Fax # NONE

Email: boothdan2@gmail.com Website: NONE

4. **Oklahoma Sales Tax Permit:**

☐ YES – Permit # _____

☑ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. **Registration with the Oklahoma Secretary of State:** ?

☐ YES – Filing # _____

☐ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

6. **Workers' Compensation Insurance Coverage:**

☑ YES – Include a certificate of insurance with the proposal.

☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

Authorized Signature _____ Date _____

MIAMI
City of Vision, Spirit & Opportunity

LIEN RELEASE

WHEREAS, Booth + Booth Electric Co., INC has contracted with the City of Miami to furnish materials and/or labor and services for

ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE

Contract #: C24-16

THEREFORE, the undersigned Contractor does hereby certify and warrant that they have made payment in full for any and all labor and material obligations incurred directly and indirectly as a result of this work and have received payment in accordance with the contract through the date of this Release. Furthermore, the undersigned Contractor does hereby agree to indemnify and hold harmless from any and all claims and liens, the City of Miami, its agents, and the contract improvements and real property.

Contractor: Booth + Booth Electric Co., INC.

Authorized Agent: [signature]

Typed or Printed Name: DANNY BOOTH

Title: PRESIDENT / CONTRACTOR

STATE OF Oklahoma)
) ss.
COUNTY OF Ottawa)

Before me, a Notary Public in and for said County and State, on this 23rd day of April, 20 24. Personally appeared Daniel Booth, to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.
Given under my hand and seal of office, the day and year above written.

CARRIE L MCCARTY SHIRLEY
Notary Public - State of Oklahoma
Commission Number 13001568
My Commission Expires Feb 18, 2025

(Seal)

Carrie McCarty Shirley
Notary Public

My Commission Expires: 2-18-25

MIAMI
City of Vision, Spirit & Opportunity

NON-COLLUSION AFFIDAVIT

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF OKLAHOMA)
) ss.
COUNTY OF OTTAWA)

I, DANNY BOOTH, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of BOOTH + BOOTH ELECTRIC the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City 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 the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

   c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

d. to any collusion with any political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? Circle one: Yes (No)

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____

_____

_____

_____.

Certified this 23rd day of April 20____.

Booth + Booth Electric Co., Inc.
Name of Company

X _____
Signature of Authorized Agent Danny Booth

Subscribed and sworn to before me on this 23rd day of April, 20 24.

(Seal) CARRIE L MCCARTY SHIRLEY
Notary Public - State of Oklahoma
Commission Number 13001568
My Commission Expires Feb 18, 2025

Carrie McCarty Shirley
Notary Public

My Commission Expires: 2-18-25

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/2/2023

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC PO Box 100 Plattenville LA 70393	CONTACT NAME: Melaina Crochet PHONE (A/C, No, Ext): 985-513-5057 FAX (A/C, No): 866-418-6616 E-MAIL ADDRESS: Melaina_Crochet@ajg.com
INSURED BOOT&BO-01 Booth & Booth Electric Co., In Dan Booth 504 Henley St. Miami OK 74354-5355	INSURER A : Hartford Underwriters Insurance Company — NAIC # 30104 INSURER B : Hartford Accident and Indemnity Company — 22357 INSURER C : Hartford Fire Insurance Company — 19682 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 733689339 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			83SBAAZ7R2L	11/15/2023	11/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			83UECAG6547	11/15/2023	11/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000			83SBAAZ7R2L	11/15/2023	11/15/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			83WECAZ7R3G	11/15/2023	11/15/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

Construction Industries Board
2401 NW 23rd, Suite 2F
Oklahoma City OK 73107
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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EXPIRES	**2024/03/31**	**035539**

DAN R BOOTH

UNLIMITED	035539
ELECTRICAL CONTRACTOR	

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

May 15, 2024

City of Miami
PO Box 1288
MIAMI OK 74355

Account Information:

Policy Holder Details :	**Booth & Booth Electric Co., Inc**

Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/15/2024

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

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

PRODUCER A J GALLAGHER RISK MGMT SRVCS LLC 83554655 2850 GOLF ROAD ROLLING MEADOWS IL 60008	**CONTACT NAME:**	
	PHONE (A/C, No, Ext): (630) 773-3800	**FAX** (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	**NAIC#**
	INSURER A : Hartford Underwriters Insurance Company	30104
INSURED BOOTH & BOOTH ELECTRIC CO., INC 504 HENLEY ST MIAMI OK 74354-5355	**INSURER B :** Hartford Accident and Indemnity Company	22357
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X		83 SBA AZ7R2L	11/15/2023	11/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			83 UEC AG6547	11/15/2023	11/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $ 10,000			83 SBA AZ7R2L	11/15/2023	11/15/2024	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y/N** [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	Data Breach - Defense & Liab Covg			83 SBA AZ7R2L	11/15/2023	11/15/2024	Limit	$50,000

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy.

CERTIFICATE HOLDER

City of Miami
PO Box 1288
MIAMI OK 74355

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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City Of Miami, OK – Administrative Services Department

Contract Tracking Form – Construction, purchases ↑ $50k, or Sealed Bid Requested

Effective: 12/10/2020

Form for ASD-2015-04 Contract Administration Policy

Contract # C24-16 FY 24/25

Section I to be completed by City Project Manager (CPM)	
1. TITLE / DATE	On-Call Electrician Date: 2/27/24
2. CITY PROJECT MGR & DEPT:	Dept: Facilities Construction Project? [ ] Yes [ ] No Primary: Rodney Henry Secondary: Elizabeth Sanders
3. DESCRIPTION, SCHEDULE BACKGROUND, HISTORY, PURPOSE & GOALS [ ] Attach additional pages if necessary.	DESCRIPTION OF PROJECT or PURCHASE: On-Call Electrician. Is this a vehicle/equipment purchase? [ ] Yes [X] No Is this a state contract [ ] Yes [X] No Will it be purchased off of a dealer lot [ ] or manufactured/custom built [ ] Is there a trade-in planned? [ ] Yes [X] No If yes, discuss with purchasing agent. Is financing planned? [ ] Yes [X] No If yes, discuss with purchasing agent. Planning Commission Required: [ ] Yes [X] No Legal Dept's Initial KA.
4. PROJECT TEAM	Finance, Purchasing, _____, _____. All Department Heads advised by email [X] Yes [ ] No Proj. Manager Initials: CS
5. COST ESTIMATE	A. $ _____ [ ] Attach detailed cost estimate. B. Annual cost to use and maintain: $_____ [ ] Attach details.
6. FUNDING SOURCE(S) *Dept Hd is responsible for budgeting this item for any future fiscal year(s).*	***This Block to be Completed by Finance Dept*** [X] City Of Miami _____ % $ _____ [ ]Lease $_____/yr for___yrs [X] MSUA _____ % $ _____ [ ] Lease $_____/yr for_____yrs [ ] Other: _____ _____ % $_____ Acct #(s): Various Proj #: _____ Approved Capital Improvement Project: [ ] Yes [ ] No Jill DA ~~Municipal Finance Manager Signature~~ Funds available as of: 4-25-24 Date SOS# 1900634766 Booth 351207881O H+K

24-16

ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE

PUBLICATION

FOR

SEALED-BIDS

MIAMI NEWS-RECORD
PO BOX 940
MIAMI, OK 74355

LEGAL PUBLICATION INVOICE

March 29, 2024

City of Miami
Attn: Elizabeth Sanders
P.O. Box 1288
Miami, Oklahoma 74355-1288

Date(s)	Amount	Description:
03-22-24	$ 36.30	Solicitation C24-16, Annual On-Call, As-Needed, Electrician Service
03-29-24	$ 33.86	Solicitation C24-16, Annual On-Call, As-Needed, Electrician Service

Please pay this amount: $ 70.16

Please be advised, statements are not mailed for legal notices.

Prompt payment from this invoice appreciated!

To pay with a card, please call (405) 818-4677

RECEIVED
APR 01 2024
BY: CS

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-16

ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 1:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-16" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

AFFIDAVIT OF PUBLICATION

County of Ottawa, State of Oklahoma

Miami News Record
P.O. Box 940
Miami OK, 74355
580-772-3301

I, **Phillip Reid**, of lawful age, being duly sworn upon oath, deposes and says that I am the Publisher of MIAMI NEWS RECORD, a Newspaper publication that is a "legal newspaper" as that phrase is defined in 25 O.S. § 106, as amended to date, for the City of Miami, for the County of Ottawa, in the State of Oklahoma. The attachment hereto contains a true and correct copy of what was published in the regular edition of said newspaper, and not in a supplement, in consecutive issues on the following dates:

PUBLICATION DATES:
March 22, 2024
March 29, 2024

Signature above, Phillip R. Reid, Publisher

Signed and sworn to before me
on this 29 day of March, 2024.

Gayle Clark, Notary Public

My Commission expires: December 23, 2026.
Commission # 14011360

(SEAL)

GAYLE CLARK NOTARY # 14011360 EXP. 12/23/26 PUBLIC STATE OF OKLAHOMA

PUBLICATION FEE: $70.16
Calculation measurement:
214 words, 6 tabular lines, two insertions

LEGALS

March 18, 2024

1. The Ottawa County Board of Commissioners met in regular session at 9:00 A.M. on Monday, March 18, 2024 with the following members present: Chairman Mike Furnas, Commissioners Scott Hilton, and Robert Clark. Notice of the meeting was posted at the south door of the Ottawa County Courthouse March 13, 2024 at 10:47 A.M. Commissioners' Meeting Agendas and Minutes can also be found online at ottawa.okcounties.org.

2. The Pledge of Allegiance was recited.

3. Motion Hilton, second by Clark, to approve regular minutes of March 11th, 2024. By vote: Furnas, aye; Hilton, aye; Clark, aye.

4. Motion by Hilton, second by Clark, claims presented to the Board for payment: 2023-2024 General 1862, DISTRICT ATTORNEY, 52000.00, SALARY 1863, FLEETCOR TECHNOLOGIES*, 1100.67, FUEL 1864, FLEETCOR TECHNOLOGIES*, 1152.64, FUEL 1865, LAKELAND OFFICE SYSTEMS *, 123.41, MAINTENANCE AGREEMENT 1866, LAKELAND OFFICE SYSTEMS *, 147.37, MAINTENANCE AGREEMENT 1867, MIAMI FIRE PROTECTION*, 130.00, INSPECTIONS 1868, CITY OF MIAMI, 7375.00, SERVICE AGREEMENT 1869, SPARKLIGHT, 607.05, UTILITIES 1870, TIGER CORRECTIONAL SERVICES, 2840.86, INMATE NUTRITION 1871, TIGER CORRECTIONAL SERVICES, 2990.03, INMATE NUTRITION 1872, TIGER CORRECTIONAL SERVICES, 2828.06, INMATE NUTRITION 1873, EASY ICE LLC, 201.97, SUBSCRIPTION 1874, HOMETOWN WATER & COFFEE SERVICE, 16.00, BOTTLED WATER 1875, OSU COOP EXT SERVICE*, 10666.66, CONTRACT AGREEMANT 1876, CAPITAL ONE, 230.43, OFFICE SUPPLIES 1877, SPARKLIGHT, 236.20, CABLE SERVICE 1878, PITNEY BOWES INC, 248.97, OFFICE SUPPLIES 1879, HOMETOWN WATER & COFFEE SERVICE, 8.00, BOTTLED WATER 1880, HAMPTON INN, 321.00, LODGING 1881, OSU CTP, 40.00, TRAINING 1882, ACE HARDWARE, 233.59, PARTS 1883, CUMMINS SALES AND SERVICE, 735.30, MAINTENANCE AGREEMENT 1884, COMDATA, 100.23, FUEL 1885, OSU CTP, 40.00, TRAINING 1886, A T & T MOBILITY, 47.18, PHONE BILL 1887, MIAMI NEWS-RECORD, 162.15, LEGAL NOTICE 1888, BOLT FIBER, 213.81, INTERNET SERVICE 1889, LAKELAND OFFICE SYSTEMS *, 29.44, CONTRACT BASE RATE CHARGE 1890, OTTAWA CO ELECTION BRD, 270.00, POLLING PLACE 1891, CHAD HOLCOMB, 88.86, TRAVEL EXPENSES 1892, OK EMERGENCY MGMT ASSOC, 768.12, MEMBERSHIP DUES 1893, COMDATA, 263.33, FUEL 1894, KELLPRO INC*, 36.00, SOFTWARE LICENSE 1895, AT & T MOBILITY, 87.22, PHONE BILL 1896, OTTAWA CO FAIRBOARD, 63.00, FAIR PREMIUMS; Health 191, CAPITAL ONE, 98.06, OFFICE SUPPLIES 192, QUILL CORPORATION*, 260.54, OFFICE SUPPLIES 193, ORKIN, 48.63, PEST CONTROL 194, AED BRANDS LLC, 200.93, MEDICAL SUPPLIES 195, QUADIENT LEASING USA, 482.85, LEASE PAYMENT; Highway 1014, QUAPAW NATION UTILITIES AUTH, 54.00, UTILITIES 1015, ADMIRAL EXPRESS INC*, 240.76, OFFICE FURNITURE 1016, AUTOMOTIVE OF FAIRLAND*, 26.63, PARTS 1017, STATE FARM INSURANCE, 30.00, NOTARY BOND 1018, OK SECRETARY OF STATE, 20.00, NOTARY RENEWAL 1019, OK SECRETARY OF STATE, 10.00, NOTARY FILING FEE 1020, WELCH STATE BANK*, 9509.97, LEASE PURCHASE 1021, KARNES PRO TIRE*, 158.00, TIRES 1022, BO S TIRE & WELDING, 100.00, TIRE REPAIRS 1024, LAKELAND PETROLEUM, 1576.70, FUEL 1025, LAKELAND OFFICE SYSTEMS *, 65.09, LEASE PAYMENT; Hwy-ST 418, MIAMI INDUSTRIAL SUPPLY*, 82.74, REPAIRS 419, KUBOTA OF NORTHWEST ARKANSAS, 741.63, REPAIRS 420, LONGAN CONSTRUCTION CO*, 268.75, ASPHALT 421, OTTAWA COUNTY TAG OFFICE, 51.50, VEHICLE TAGS 422, M&J EQUIPMENT SERVICES LLP, 4787.68, VEHICLE REPAIR 423, M&J EQUIPMENT SERVICES LLP, 11850.05, VEHICLE REPAIR 424, M&J EQUIPMENT SERVICES LLP, 3094.12, VEHICLE REPAIR; Law Library 1, LAW LIBRARY REVOLVING FUND, 9306.46, REIMBURSAL 2, LAW LIBRARY REVOLVING FUND, 6461.33, REIMBURSAL 3, LAW LIBRARY REVOLVING FUND, 11817.19, REIMBURSAL; ML Fee 7, HAMPTON INN & SUITES NORMAN, 214.00, LODGING; Mtg Cert 19, JOLENE HOOPER, 100.00, OFFICE CLEANING; Rural Fire-ST 109, A T & T, 371.65, PHONE BILL; SH Commissary 96, TIGER COMMISSARY SERVICES INC*, 766.71, COMMISSARY 97, TIGER COMMISSARY SERVICES INC*, 1067.48, COMMISSARY; SH Svc Fee 123, WORKING HANDS CAR WASH LLC, 65.75, VEHICLE MAINTENANCE 124, KARNES PRO TIRE*, 50.00, TIRE REPAIRS 125, TELECOMP HOLDING INC, 878.50, UTILITIES 126, ALDEN CLINICAL EVAL SERVICES PLLC, 90.00, DEPUTY TRAINING 127, SPEEDY CASH PAWN LLC, 555.00, DEPUTY UNIFORMS 128, OK TAX COMMISSION*, 11.00, VEHICLE TAGS 129, OK TAX COMMISSION*, 11.00, VEHICLE TAGS 130, OK TAX COMMISSION*, 11.00, VEHICLE TAGS 131, A T & T, 81.68, PHONE BILL 132, BOLT FIBER, 345.17, CABLE SERVICE 133, TRANSUNION RISK AND ALTERNATIVE, 160.00, UTILITIES 134, A T & T, 2728.98, 135, BROOKS GREASE SERVICE INC*, 525.00, GREASE, By vote: Furnas, aye; Hilton, aye; Clark, aye.

6. Motion by Hilton, second by Clark, to approve authorization to precede with cremation for 64-year-old Ottawa County resident Annette Askey, and prepare a letter to the Chief Medical Examiners Office for the CME 19 P Fee to be waived for our indigent resident in Ottawa County. By vote: Furnas, aye; Hilton, aye; Clark, aye.

7. Motion by Hilton, second by Clark, to approve from Turner and Associates, PLC. Agreement to prepare the Financial Statement of Ottawa County, which comprise the annual statement of receipts, disbursements, and changes in fund balance-regulatory basis, for the year ending June 30, 2024. By vote: Furnas, aye; Hilton, aye; Clark, aye.

8. Motion by Hilton, second by Clark, to approve from Turner and Associate, PLC. Annual agreement of acceptance for the preparation of 2023-2024 Financial Statement, 2024-2025 Budget and 2024-2025 Publication Sheet prescribed by the State of Oklahoma for Ottawa County. By vote: Furnas, aye; Hilton, aye; Clark, aye.

9. Motion by Hilton, second by Clark, to approve cost per image agreement by and between Great America Financial Services and Board of County Commissioners of Ottawa County on behalf of Ottawa County Health Department. By vote: Furnas, aye; Hilton, aye; Clark, aye.

10. Motion by Hilton, second by Clark, to approve Resolution # 2024.5 Requesting to reduce the speed limit on County Road South 670 Road and recognize as School Zone. Requested by District # 2. By vote: Furnas, aye; Hilton, aye; Clark, aye.

11. Motion by Hilton, second by Clark, to approve Resolution # 2024.6 Requesting change in signers on the Ottawa County Official Depository Account with Security Bank & Trust of Miami, OK. By vote: Furnas, aye; Hilton, aye; Clark, aye.

12. Motion by Clark, second by Furnas, to solicit for sealed bid to surplus 1984 Rubber tire loader 99-149 Case W20 Serial # 9155827. Requested by District # 3. By vote: Furnas, aye; Clark, aye; Hilton, aye.

13. Motion by Clark, second by Furnas, to approve ODOT form 324a Requesting to approve invoice for condemnation professional services to Hartley Law Firm, PLLC in the amount of $3,500.00. By vote: Furnas, aye; Hilton, aye; Clark, aye.

14. Motion by Hilton, second by Clark, to approve transcript of proceeding on sale of county property acquired at resale on the following property described as follows: SE NW (UND 1/36 INT) SEC 17 TWP 29 RNG 23, Ottawa County, Oklahoma, according to the recorded plat thereof. By vote: Furnas, aye; Hilton, aye; Clark, aye

15. Motion by Hilton, second by Clark, to approve county deed to Matt Evans and/or Robert C. Freeman in the amount of $ 50.00. Legal Description as follows: SE NW (UND 1/36 INT) SEC 17 TWP 29 RNG 23, Ottawa County, Oklahoma, according to the recorded plat thereof. By vote: Furnas, aye; Hilton, aye; Clark, aye

16. Motion by Hilton, second by Clark, to approve transcript of proceeding on sale of county property acquired at resale on the following property described as follows: W2 SW & NE SW (UND 1/9 OF 1/24 INT 120 AC) SEC 28 TWP 29 RNG 23, Ottawa County, Oklahoma, according to the recorded plat thereof. By vote: Furnas, aye; Hilton, aye; Clark, aye

17. Motion by Hilton, second by Clark, to approve county deed to Matt Evans and/or Robert C. Freeman in the amount of $ 50.00. Legal Description as follows: W2 SW & NE SW (UND 1/9 OF 1/24 INT 120 AC) SEC 28 TWP 29 RNG 23, Ottawa County, Oklahoma, according to the recorded plat thereof. By vote: Furnas, aye; Hilton, aye; Clark, aye

18. District Attorney Doug Pewitt and the Board discussed judgment payment processes/methods available to the County for the purpose of planning and preparing for payment of the judgment expected in the case of Austin P. Bond, as Personal Representative of the Estate of Terral Ellis, II, deceased, Terral B. Ellis, Sr., and Shelly Bliss v. The Sheriff of Ottawa County, in his official capacity, et al., Case 4:17-CV-00325-CRK-CDL, filed in the Northern District of Oklahoma. Per the District Attorney Doug Pewitt and his staff research there are three options to pay the judgement against the County: Ad Valorem Tax increase, Bond Issue or Sales Tax increase. Board will decide which option is best and put it to the vote of the citizens. No action was taken at this time.

23. Motion by Hilton, second by Clark, to approve the following check for deposit: Ck. #1426 in the amount of $3,086.80 from R6 Recycling; Ck. # 1439 in the amount $ 594.00 from R6 Recycling; Ck. # 13638 in the amount of $ 2,233.66 from the Town of Quapaw. By vote: Furnas, aye; Hilton, aye; Clark, aye

26. Commissioners' activity reports: District 1 reported spraying at line-of-sight issues and problems with illegal dumping on County Roads. District 2 reported routine maintenance and started spraying. District 3 reported routine maintenance.

28. Motion by Hilton, second by Clark, to approve the following blanket purchase order: # 3609-3611. By vote: Furnas, aye; Hilton, aye; Clark, aye.

29. Jail inspection was done. The following Board members attended Mike Furnas, Robert Clark and Scott Hilton. Board members visited the tower at the jail. Jail staff reported they are happy with upgrades in equipment and software to maintain the jail safety. Board Members viewed the live scan machine and viewed a previous scan. Jail staff reported the training and equipment is working well. Members viewed the kitchen and jail staff reported the new stove is still working.

30. Motion by Clark, second by Hilton, to approve to adjourn. By vote: Furnas, aye; Hilton, aye; Clark, aye.

Mike Furnas, Chairman
Robyn Mitchell,
Ottawa County Clerk
Miami News Record

(Published in the Miami News Record March 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-14

ELEVATOR SERVICE, MAINTENANCE, AND INSPECTIONS

The City of Miami is requesting formal, SEALED bids for ELEVATOR SERVICE, MAINTENANCE, AND INSPECTIONS to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 12:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-14" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-15

ANNUAL ON-CALL ASPHALT PAVING SERVICES

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL ASPHALT PAVING SERVICES to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, until 11:00 A.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-15" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-16

ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 1:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-16" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-17

ANNUAL ON-CALL, AS-NEEDED, PLUMBING SERVICE

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL, AS-NEEDED, PLUMBING SERVICE to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 2:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-17" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

Crossland Construction Company is accepting bids for the N.E.O. Sim Lab Renovation in Miami, Oklahoma. A complete scope of work and bid package/bid form can be obtained through the contacts listed below. Potential subcontractors must meet Crossland's qualification requirements (insurance, safety policies, bonding, etc). Pre-bid conference will be held on April 4th at 9 A.M. at the Dr. Dale Creech NEO Library Administration Building in Miami, OK. Attendance of the pre-bid conference is encouraged, but not required. Bids are due by 2:00 PM on April 16th, 2024. Bids will only be accepted at the Dr. Dale Creech NEO Library Administration Building in Miami, OK on the proper bid form. If you are interested in bidding on this project, please contact Nick Humble at nhumble@crossland.com or Nathan Lopp at nlopp@crossland.com. Main office phone is 620-429-1414.

(Published in the Miami News Record March 29, April 5 and 12, 2024)
LPXLP

IN THE DISTRICT COURT OF OTTAWA COUNTY STATE OF OKLAHOMA

FIFTH THIRD BANK, NATIONAL ASSOCIATION, Plaintiff,

vs.

UNKNOWN HEIRS, EXECUTORS, DEVISEES, TRUSTEES OR ASSIGNS, IF ANY OF CARL E. JONES, deceased; NANCY KATHLEEN JONES; UNKNOWN SPOUSE, if any, of NANCY KATHLEEN JONES; and UNKNOWN OCCUPANTS, if any, of 14851 S 680 RD, WYANDOTTE, OK 74370; Defendants.

Case No. CJ-2024-8
Judge Jennifer McCaffrey

NOTICE BY PUBLICATION
Case No. CJ-2024-8
HONORABLE JENNIFER MCCAFFREY

UNKNOWN HEIRS, EXECUTORS, DEVISEES, TRUSTEES OR ASSIGNS, IF ANY OF CARL E. JONES, deceased, being Defendants and persons holding or claiming interest or lien in the subject property.

Take notice that you have been sued by Plaintiff, Fifth Third Bank, National Association, and that you must answer the Petition of said Plaintiff on file in said cause on or before May 5, 2024, or the allegations of said Petition will be taken as true and judgment rendered against you, awarding the Plaintiff a first mortgage lien upon the following described real estate situated in Ottawa County, Oklahoma, to-wit:

SE1/4 SE1/4 in Section 24, Township 27 North, Range 24 East of the Indian Meridian, Ottawa County, Oklahoma, according to the United States Government Survey thereof

in the sum as of 01/17/2024 of $151,629.97 together with interest, accrued and accruing, from that date, plus applicable recoverable advances, if any, as authorized by the Note and Mortgage.

WITNESS my hand and official seal in Ottawa County, Oklahoma, this 11th day of March, 2024.

Cassie L Key, Court Clerk
By: /s/ P. Blalock

John Seldenberger,
OBA # 30715
Brian G. Sayer, OBA # 32966
Garrad D. Mitchell, OBA #34055
THE SAYER LAW GROUP, P.C.
925 E. 4th St.
Waterloo, IA 50703
Tel: (319) 234-2530
Facsimile: (319) 232-6341
OKupdates@sayerlaw.com
ATTORNEY FOR PLAINTIFF

(Published in the Miami News Record March 22, 29, and April 5, 2024)
LPXLP

IN THE DISTRICT COURT IN AND FOR OTTAWA COUNTY STATE OF OKLAHOMA

In re the Matter of:
GILBERTO BECERRA,
Petitioner

V.

MARIA FRANCISCO,
Respondent.

Case No.: FP-2024-4
NOTICE BY PUBLICATION

THE STATE OF OKLAHOMA
TO: MARIA FRANCISCO

You will take notice that you have been sued in the above named Court by the Petitioner for Paternity, on the grounds of abandonment of the minor child, S.A.B.F., born June 2006, and for custody and child support of said minor child. Unless you answer the petition filed by this Petitioner in said Court on or before the 11th day of May 2024, said petition will be taken as true and judgment granting the Petitioner's Paternity Action against you and for complete legal custody of said minor child, limiting your visitation to only supervised visitation with said minor child, and child support for the maintenance of said minor child rendered according to the prayer thereof.

WITNESS MY HAND AND SEAL this 27th day of March, 2024.

/s/ F. Henry
COURT CLERK

Sara M. Schmook, OBA #31216
The Schmook Law Firm
2930 S. Yale Avenue
Tulsa, OK 74114
(918) 505-4870/
(918) 513-5724 facsimile
Sara@SchmookLaw.com
Attorney for the Petitioner

(Published in the Miami News Record March 29, April 5 and 12, 2024)
LPXLP

Ottawa County Emergency Food and Shelter Program

Ottawa County Local Board #7034-00 has been awarded $9,501.00 for Phase 41 in federal funds made available through the Department of Homeland Security/ Federal Emergency Management Agency under the Emergency Food and Shelter National Board Program to supplement emergency food and shelter programs in the county.

The selection was made by a National Board that is chaired by the U.S. Department of Homeland Security's Federal Emergency Management Agency and consists of representatives from American Red Cross; Catholic Charities, USA; National Council of the Churches of Christ in the U.S.A.; The Jewish Federations of North America; The Salvation Army; and

•Please see Legals, Page 12

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Bill

• Continued from Page 5

Oklahoma Historical Society through its Oklahoma Heritage Preservation Grant Program. The grant program encourages the collection, preservation, and sharing of Oklahoma history at the grassroots level in all parts of the state.

Grants were awarded based on a process that included staff evaluation utilizing weighted criteria and a secondary evaluation by a subcommittee of the OHS Board of Directors. I'm incredibly excited that these two organizations in our House district qualified for this funding. I can't wait to see the finished projects.

Now that we're mid-way through the legislative session, our focus will turn toward finishing the state budget. Work on this has already been long underway, but we'll have to make final decisions about which state agencies get what portion of state appropriated dollars to deliver programs and services to our citizens.

As always, we expect education to get the largest amount of funding, followed by public health, human services, transportation, public safety, and more.

We have $13.96 billion to appropriate for Fiscal Year 2025, which starts July 1. This is $1.55 billion, or 12.5% more than for Fiscal Year 2024. As in years past, we likely will not appropriate the full amount. The House would still like to return more of this money to our taxpayers, but the Senate will have to comply.



Steve Bashore serves District 7 in the Oklahoma House of Representatives. His district includes Ottawa County and parts of Craig and Delaware counties.

EARLY VOTING BEGINS MARCH 28

Early voting for the April 2 Election begins Thursday, March 28, for voters in Ottawa County. Voters who will not be able to make it to the polls on Election Day, have the option of voting early at their county election board.

Ottawa County Election Board Secretary Paige Bearden said early voting is open to all voters.

"You do not need to provide an excuse to vote early. Oklahoma allows early voting for all elections conducted by the county election board or State Election Board—from school board and municipal elections to state and federal elections. This is a great option for those who will be out of town on Election Day or who want to avoid long lines," Bearden said.

Early voting is available Thursday, March 28, and Friday, March 29, from 8 a.m. to 6 p.m. at the Ottawa County Courthouse Annex located at 123 East Central Avenue in Miami. Bearden reminds voters that early voting is not available at polling locations.

Some voters may need assistance to vote because they are blind or visually disabled, physically disabled or infirmed, or illiterate. Such individuals may request to have an assistant or vote privately and independently using the AIT device attached to the voting device. Those who require assistance should talk to their precinct official or contact the County Election Board directly for instructions.

For questions, please contact the election board at 918-542-2893 or ottawacounty@elections.ok.gov. You can also find the Ottawa County Election Board on Facebook at Ottawa County Election Board.

LEGALS

NOTICE TO THE PUBLIC OF PUBLIC COMMENT PERIOD FOR THE 2024-2027 STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM.

The Oklahoma Department of Transportation is seeking public comment on the Statewide Transportation Improvement Program (STIP) for federal fiscal years 2024 through 2027. The full proposed FFY 2024-2027 STIP can be viewed online at www.ODOT.org by clicking the Programs and Projects tab and then clicking Transportation Programs. Comments may be made via email to Michael Flynn at Michael.flynn@odot.ok.gov or in writing to Oklahoma Department of Transportation, Project Management Division, 200 NE 21st Street, Oklahoma City, Oklahoma, 73105. Comments will be taken until April 4th 2024.

March 11, 2024

1. The Ottawa County Board of Commissioners met in regular session at 9:00 A.M. on Monday, March 18, 2024 with the following members present: Chairman Mike Furnas, Commissioners Scott Hilton, and Robert Clark. Notice of the meeting was posted at the south door of the Ottawa County Courthouse March 4, 2024 at 12:59 P.M. Commissioners' Meeting Agendas and Minutes can also be found online at ottawa.okcounties.org.

2. The Pledge of Allegiance was recited.

3. Motion Hilton, second by Clark, to approve regular minutes of March 4th, 2024. By vote: Hilton, aye; Clark, aye; Furnas, aye.

4. Motion by Hilton, second by Clark, claims presented to the Board for payment. By vote: Clark, aye; Hilton, aye, Furnas, aye.

6. Motion by Hilton, second by Clark, to approve Resolution # 2024.4. Disposing of Equipment. Requesting to deem 1984 Rubber Tire Loader 99-149 case W20C Serial # 9155827 as surplus. Requested by District # 3. By vote: Clark, aye; Hilton, aye; Furnas, aye.

7. Motion by Hilton, second by Clark, to approve Detention Transportation Claim from State of Oklahoma Office of Juvenile Affairs District 2 JSU in the amount $ 65.19. By vote: Clark, aye; Hilton, aye; Furnas, aye.

8. Motion by Hilton, second by Clark, to approve lease purchase of a 2023 Ford F150 Crew Cab Vin # 1FTFW1E50PKF98821 from State Bid Contract # SW035 in the amount of $45,210.20 on behalf of the Miami Fire Department. By vote: Clark, aye; Hilton, aye; Furnas, aye.

9. Motion by Hilton, second by Clark, to approve lease purchase agreement by and between Welch State Bank and the Board of County Commissioners of Ottawa County on behalf of Miami Fire Department to purchase a 2023 Ford F150 Crew Cab Vin # 1FTFW1E50PKF98821. By vote: Clark, aye; Hilton, aye; Furnas, aye.

10. Motion by Hilton, second by Clark, to Consider/Action Re: Discussion and Possible vote to enter into Executive Session to 25 O.S., Section 307(B)(4) to discuss with counsel all aspects of pending litigation in Austin P. Bond, as Personal Representative of the Estate of Terral Ellis, II, deceased, Terral B Ellis, Sr., and Shelly Bliss v. The Sheriff of Ottawa County, in his official capacity, et al., Case No. 4:17-CV-00325-CRK-CDL, filed in the Northern District of Oklahoma, on the advice of and at the request of counsel. Counsel may appear telephonically. By vote: Furnas, aye; Hilton, aye; Clark, aye.

11. Motion by Hilton, second by Clark, to Consider/Action Re: Possible Executive Session pursuant to 25 O.S., Section 307.B.1.4 to discuss with counsel all aspects of pending litigation in Austin P. Bond, as Personal Representative of the Estate of Terral Ellis, II, deceased, Terral B Ellis, Sr., and Shelly Bliss v. The Sheriff of Ottawa County, in his official capacity, et al., Case No. 4:17-CV-00325-CRK-CDL, filed in the Northern District of Oklahoma, on the advice of and at the request of counsel. Counsel may appear telephonically. By vote: Furnas, aye; Hilton, aye; Clark, aye.

12. Motion by Hilton, second by Clark, to Consider/Action Re: Discussion and possible vote to adjourn Executive Session and reconvene in Open Session. Counsel may appear telephonically. By vote: Furnas, aye; Clark, aye; Hilton, aye.

13. Motion by Hilton, second by Clark, to take no action. Consider/Action Re: Discussion and possible vote on actions related to pending litigation in Austin P. Bond, as Personal Representative of the Estate of Terral Ellis, II, deceased, Terral B Ellis, Sr., and Shelly Bliss v. The Sheriff of Ottawa County, in his official capacity, et al., Case No. 4:17-CV-00325-CRK-CDL, filed in the Northern District of Oklahoma, with counsel. Counsel may appear telephonically. By vote: Furnas, aye; Hilton, aye; Clark, aye.

18. Motion by Hilton, second by Clark, to approve the following check for deposit: Ck. #0901 in the amount of $30,000.00 from the Oklahoma Cooperative Circuit Engineering Districts Board Solid Waste Program into account #1102 (District 1) for chipper. By vote: Clark, aye; Hilton, aye; Clark, aye.

24. Commissioners' activity reports: District 1 reported gearing up for spring, updating local agreements, and local road partnerships. District 2 reported routine maintenance. District 3 reported spraying, hauling rocks/spring work and routine maintenance.

Motion by Hilton, second by Clark, to approve the following blanket purchase order: #3530-3533. By vote: Clark, aye; Hilton, aye; Furnas, aye.

25. Motion by Hilton, second by Clark, to approve to adjourn. By vote: Clark, aye; Hilton, aye; Furnas, aye.

Mike Furnas, Chairman
Robyn Mitchell,
Ottawa County Clerk
Miami News Record

(Published in the Miami News Record March 22, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-14

ELEVATOR SERVICE, MAINTENANCE, AND INSPECTIONS

The City of Miami is requesting formal, SEALED bids for ELEVATOR SERVICE, MAINTENANCE, AND INSPECTIONS to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 12:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-14" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-15

ANNUAL ON-CALL ASPHALT PAVING SERVICES

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL ASPHALT PAVING SERVICES to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, until 11:00 A.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-15" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net , or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-16

ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 1:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-16" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-17

ANNUAL ON-CALL, AS-NEEDED, PLUMBING SERVICE

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL, AS-NEEDED, PLUMBING SERVICE to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 2:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-17" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

IN THE DISTRICT COURT IN AND FOR OTTAWA COUNTY STATE OF OKLAHOMA

In the Matter of the Estates of DEBRA SUE MORRIS, deceased.

Case No. PB-2023-42
NOTICE OF HEARING FINAL ACCOUNT AND PETITION FOR DETERMINATION OF HEIRSHIP AND FOR DISTRIBUTION OF ESTATE

Notice is hereby given that Patricia Rawlins, the duly appointed and qualified Personal Representative of the above captioned estate, has filed in this Court a Final Account and Report of the administration of said estate and a Petition for determination of heirship, distribution of said estate, and discharge; said hearing of the same has been fixed by the Judge of the Court for the 18th day of April, 2024, at 9:30 a.m., at the courtroom of said Court in the Ottawa County Courthouse at Miami, in the County and State aforesaid, and all persons interested in said estate are notified then and there to appear and show cause, if any they have, why said account should not be settled and allowed, and said estate distributed and the Personal Representative discharged.

Dated this 12th day of March, 2024.

/s/ R. Matt Whalen
Judge of the District Court

Travis Hartley, OBA #20238
Andrew Meloy, OBA #22649
THE HARTLEY LAW FIRM PLLC
177 W. Delaware,
P. O. Box 553
Vinita, Oklahoma 74301
918/256-2100
FAX 918/256-2121
Attorneys for Personal Representatives

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

IN THE DISTRICT COURT OF OTTAWA COUNTY STATE OF OKLAHOMA

FIFTH THIRD BANK, NATIONAL ASSOCIATION, Plaintiff,

vs.

UNKNOWN HEIRS, EXECUTORS, DEVISEES, TRUSTEES OR ASSIGNS, IF ANY OF CARL E. JONES, deceased; NANCY KATHLEEN JONES; UNKNOWN SPOUSE, if any, of NANCY KATHLEEN JONES; and UNKNOWN OCCUPANTS, if any, of 14851 S 680 RD, WYANDOTTE, OK 74370; Defendants.

Case No. CJ-2024-8
Judge Jennifer McCaffrey

NOTICE BY PUBLICATION
Case No. CJ-2024-8
HONORABLE JENNIFER MCCAFFREY

UNKNOWN HEIRS, EXECUTORS, DEVISEES, TRUSTEES OR ASSIGNS, IF ANY OF CARL E. JONES, deceased, being Defendants and persons holding or claiming interest or lien in the subject property.

Take notice that you have been sued by Plaintiff, Fifth Third Bank, National Association, and that you must answer the Petition of said Plaintiff on file in said cause on or before May 5, 2024, or the allegations of said Petition will be taken as true and judgment rendered against you, awarding the Plaintiff a first mortgage lien upon the following described real estate situated in Ottawa County, Oklahoma, to-wit:

SE1/4 SE1/4 in Section 24, Township 27 North, Range 24 East of the Indian Meridian, Ottawa County, Oklahoma, according to the United States Government Survey thereof

in the sum as of 01/17/2024 of $151,629.97 together with interest, accrued and accruing, from that date, plus applicable recoverable advances, if any, as authorized by the Note and Mortgage.

WITNESS my hand and official seal in Ottawa County, Oklahoma, this 11th day of March, 2024.

Cassie L Key, Court Clerk
By: /s/ P. Blalock

John Seidenberger,
OBA # 30715
Brian G. Sayer, OBA # 32966
Garrad D. Mitchell, OBA #34055
THE SAYER LAW GROUP, P.C.
925 E. 4th St.
Waterloo, IA 50703
Tel: (319) 234-2530
Facsimile: (319) 232-6341
OKupdates@sayerlaw.com
ATTORNEY FOR PLAINTIFF

(Published in the Miami News Record March 22, 29, and April 5, 2024)
LPXLP

NOW HIRING
Miami News-Record
Writing Intern & Marketing Intern
Part time position M-F Hours Vary
MUST BE RELIABLE
Apply in person with resume at
1 N Main St Miami OK
Or Email Resume to
news@reidnewspapers.com

Miami Special Utility Authority (MSUA) Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-16B With HK Electric for Annual On-Call, As Needed, Electrician Service (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
HK Electric Adobe Scan May 08, 2026 (1).pdf
HK Elelctric - Annual On Call As Needed Electrician Service C24-16B 05062024.pdf

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

Two of Three Allowable Extensions

WHEREAS the City of Miami and Miami Special Utility Authority and HK Electric, LLC (collectively "the parties") entered a written Contract for Annual On-Call, As Needed, Electrician Service ("Contract"), numbered C24-16b, on May 6, 2024; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the May 6, 2024, meeting of the City Council and Miami Special Utility Authority Board on that same date.

WHEREAS this Amendment for Contract Renewal FY 26/27 extends the terms of Contract C24-16b for the second of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council and Miami Special Utility Authority Board.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C24-16b the terms of the original Contract C24-16b will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for Annual On-Call, As Needed, Electrician Service, numbered C24-16b IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027.

SIGNED THIS 8th **DAY OF** May **, 2026**:

Bless Parker, Mayor

HK Electric, LLC

ATTEST:

Melissa Moore, City Clerk

Misty Barnes, City Attorney

CONTRACT NO.: C24-16b



CONTRACT
ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE (C24-16)

This Contract is made this 6th day of May, 2024, by and between the City of Miami ("CITY"), a municipal corporation, and the Miami Special Utility Authority, a public trust, located in the County of Ottawa, State of Oklahoma, and HK Electric ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. Contract Term. Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30, 2025. The CITY, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) -year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the CITY's need for such services, not to exceed a 3% increase upon annual renewal.

2. Termination Prior to End of Contract Term. Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. Insurance and Indemnity. The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma, as an additional insured and having general liability limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. **General Provisions.** The following general provisions shall apply to this Contract:

a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11

j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

k. **Survival.** All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

5/6/24

City of Miami Date
Bless Parker, Mayor

Heather Gus 5/7/24

Contractor Date

Title: Owner, HK Electric

Attest:

Melissa Moore

Melissa Moore, City Clerk

5/6/24

MSUA Date
Bless Parker, Chairman

Attest:

Melissa Moore

Melissa Moore, City Clerk

MIAMI
City of Vision, Spirit & Opportunity

BIDDER RESPONSE SHEET

1. RE: Solicitation No. C24-16

2. Bidder General Information:

   FEI/SSN: 59-3813899 Supplier ID: _____

   Company Name: HK Electric, LLC

3. Bidder Contact Information:

   Address: 510 E. Central

   City: Miami, OK 74354 State: OK Zip Code: 74354

   Contact Name: Heath Gaines Title: Owner

   Phone # 918-533-5251 Fax # —

   Email: hkelectric@live.com Website: —

4. Oklahoma Sales Tax Permit:

   ☐ YES – Permit # _____

   ☑ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. Registration with the Oklahoma Secretary of State:

   ☑ YES – Filing # 3512078810

   ☐ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

6. Workers' Compensation Insurance Coverage:

   ☑ YES – Include a certificate of insurance with the proposal.

   ☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

Heath Gaines
Authorized Signature

4/1/24
Date

BID FORM
C24-16

Employee Description	Cost per Hour
Contractor	$ 75.00 per hour (non-emergency) $ 105.00 per hour (after 5 p.m./emergency)
Apprentice	$ 30.00 per hour (non-emergency) $ 50.00 per hour (after 5 p.m./emergency)
Journeyman	$ 75.00 per hour (non-emergency) $ 105.00 per hour (after 5 p.m./emergency)

Signature of bidder / authorized agent:

MIAMI
City of Vision, Spirit & Opportunity

NON-COLLUSION AFFIDAVIT

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF Oklahoma)
) ss.
COUNTY OF Ottawa)

I, Heath Gaines, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of HK Electric, LLC, the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City 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 the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

d. to any collusion with any political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? Circle one: Yes / (No)

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____

_____

_____

_____.

Certified this 29 day of March 20 24.

HK Electric, LLC
Name of Company

Signature of Authorized Agent

Subscribed and sworn to before me on this 29 day of March, 20 24.

(Seal)

OFFICIAL SEAL
JEANIE WILLIAMSON
NOTARY PUBLIC OKLAHOMA
OTTAWA COUNTY
COMM. NO. 02005949 EXP. 04-22-2026

Jeanie Williamson
Notary Public

My Commission Expires: 4-22-2026

EXPIRES 2024/09/30 059143

HEATH GAINES

UNLIMITED 059143
ELECTRICAL CONTRACTOR

MIAMI
City of Vision, Spirit & Opportunity

LIEN RELEASE

WHEREAS, HK Electric, LLC has contracted with the City of Miami to furnish materials and/or labor and services for

ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE

Contract #: C24-16

THEREFORE, the undersigned Contractor does hereby certify and warrant that they have made payment in full for any and all labor and material obligations incurred directly and indirectly as a result of this work and have received payment in accordance with the contract through the date of this Release. Furthermore, the undersigned Contractor does hereby agree to indemnify and hold harmless from any and all claims and liens, the City of Miami, its agents, and the contract improvements and real property.

Contractor: HK Electric, LLC

Authorized Agent: Heath Gaines

Typed or Printed Name: Heath Gaines

Title: Owner

STATE OF Oklahoma)
) ss.
COUNTY OF Ottawa)

Before me, a Notary Public in and for said County and State, on this 29 day of March, 2024. Personally appeared Heath Gaines, to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal of office, the day and year above written.

(Seal) OFFICIAL SEAL
JEANIE WILLIAMSON
NOTARY PUBLIC OKLAHOMA
OTTAWA COUNTY
COMM. NO. 02005949 EXP. 04-22-2026

Jeanie Williamson
Notary Public

My Commission Expires: 4-22-2026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/27/2024

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
PO Box 100
Plattenville LA 70393

CONTACT NAME: Melaina Crochet
PHONE (A/C, No, Ext): 985-513-5057 FAX (A/C, No): 866-418-6616
E-MAIL ADDRESS: melaina_crochet@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Columbia Mutual Insurance Company	40371
INSURER B : Progressive Northern Insurance Company	38628
INSURER C : Property and Casualty Ins Co of Hartford	34690
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
HK Electric, LLC
510 E Central
Miami, OK 74354

HKELECT-01

COVERAGES **CERTIFICATE NUMBER:** 866705361 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CGSOK12191	3/31/2024	3/31/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			960483197	8/8/2023	8/8/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			38WECAC6UL2	4/1/2024	4/1/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of Miami
PO Box 1288
Miami OK 74355
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/19/2024

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
PO Box 100
Plattenville LA 70393

CONTACT NAME: Melaina Crochet
PHONE (A/C, No, Ext): 985-513-5057 FAX (A/C, No): 866-418-6616
E-MAIL ADDRESS: melaina_crochet@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Columbia Mutual Insurance Company	40371
INSURER B : Progressive Northern Insurance Company	38628
INSURER C : Property and Casualty Ins Co of Hartford	34690
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
HK Electric, LLC
510 E Central
Miami OK 74354
HKELECT-01

COVERAGES **CERTIFICATE NUMBER:** 1192943752 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		CGSOK12191	3/31/2024	3/31/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			960483197	8/8/2023	8/8/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		38WECAC6UL2	4/1/2024	4/1/2025	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory In NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
MSUA and City of Miami are named as additional insureds on General Liability policy, as required by written contract.

CERTIFICATE HOLDER

MSUA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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City Of Miami, OK – Administrative Services Department

Contract Tracking Form – Construction, purchases ↑ $50k, or Sealed Bid Requested

Effective: 12/10/2020

Form for ASD-2015-04 Contract Administration Policy

Contract # C24-16 FY 24/25

Section I to be completed by City Project Manager (CPM)	
1. TITLE / DATE	On-Call Electrician Date: 2/27/24
2. CITY PROJECT MGR & DEPT:	Dept: Facilities Construction Project? [ ] Yes [ ] No Primary: Rodney Henry Secondary: Elizabeth Sanders
3. DESCRIPTION, SCHEDULE BACKGROUND, HISTORY, PURPOSE & GOALS [ ] Attach additional pages if necessary.	DESCRIPTION OF PROJECT or PURCHASE: On-Call Electrician. Is this a vehicle/equipment purchase? [ ] Yes [X] No Is this a state contract [ ] Yes [X] No Will it be purchased off of a dealer lot [ ] or manufactured/custom built [ ] Is there a trade-in planned? [ ] Yes [X] No If yes, discuss with purchasing agent. Is financing planned? [ ] Yes [X] No If yes, discuss with purchasing agent. Planning Commission Required: [ ] Yes [X] No Legal Dept's Initial KA.
4. PROJECT TEAM	Finance, Purchasing, _____, _____. All Department Heads advised by email [X] Yes [ ] No Proj. Manager Initials: CS
5. COST ESTIMATE	A. $ _____ [ ] Attach detailed cost estimate. B. Annual cost to use and maintain: $_____ [ ] Attach details.
6. FUNDING SOURCE(S) *Dept Hd is responsible for budgeting this item for any future fiscal year(s).*	***This Block to be Completed by Finance Dept*** [X] City Of Miami _____ % $ _____ [ ]Lease $_____/yr for___yrs [X] MSUA _____ % $ _____ [ ] Lease $_____/yr for_____yrs [ ] Other: _____ _____ % $_____ Acct #(s): Various Proj #: _____ Approved Capital Improvement Project: [ ] Yes [ ] No Jill DA Municipal Finance Manager Signature Funds available as of: 4-25-24 Date SOS# 19006347LL Booth 351207881O H+K

24-16

ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE

PUBLICATION

FOR

SEALED-BIDS

MIAMI NEWS-RECORD
PO BOX 940
MIAMI, OK 74355

LEGAL PUBLICATION INVOICE

March 29, 2024

City of Miami
Attn: Elizabeth Sanders
P.O. Box 1288
Miami, Oklahoma 74355-1288

Date(s)	Amount	Description:
03-22-24	$ 36.30	Solicitation C24-16, Annual On-Call, As-Needed, Electrician Service
03-29-24	$ 33.86	Solicitation C24-16, Annual On-Call, As-Needed, Electrician Service

Please pay this amount: $ 70.16

Please be advised, statements are not mailed for legal notices.

Prompt payment from this invoice appreciated!

To pay with a card, please call (405) 818-4677

RECEIVED
APR 01 2024
BY: CS

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-16

ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 1:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-16" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

AFFIDAVIT OF PUBLICATION

County of Ottawa, State of Oklahoma

Miami News Record
P.O. Box 940
Miami OK, 74355
580-772-3301

I, **Phillip Reid**, of lawful age, being duly sworn upon oath, deposes and says that I am the Publisher of MIAMI NEWS RECORD, a Newspaper publication that is a "legal newspaper" as that phrase is defined in 25 O.S. § 106, as amended to date, for the City of Miami, for the County of Ottawa, in the State of Oklahoma. The attachment hereto contains a true and correct copy of what was published in the regular edition of said newspaper, and not in a supplement, in consecutive issues on the following dates:

PUBLICATION DATES:
March 22, 2024
March 29, 2024

Signature above, Phillip R. Reid, Publisher

Signed and sworn to before me
on this 29 day of March, 2024.

Gayle Clark, Notary Public

My Commission expires: December 23, 2026.
Commission # 14011360

(SEAL)

GAYLE CLARK NOTARY # 14011360 EXP. 12/23/26 PUBLIC STATE OF OKLAHOMA

PUBLICATION FEE: $70.16
Calculation measurement:
214 words, 6 tabular lines, two insertions

LEGALS

March 18, 2024

1. The Ottawa County Board of Commissioners met in regular session at 9:00 A.M. on Monday, March 18, 2024 with the following members present: Chairman Mike Furnas, Commissioners Scott Hilton, and Robert Clark. Notice of the meeting was posted at the south door of the Ottawa County Courthouse March 13, 2024 at 10:47 A.M. Commissioners' Meeting Agendas and Minutes can also be found online at ottawa.okcounties.org.

2. The Pledge of Allegiance was recited.

3. Motion Hilton, second by Clark, to approve regular minutes of March 11th, 2024. By vote: Furnas, aye; Hilton, aye; Clark, aye.

4. Motion by Hilton, second by Clark, claims presented to the Board for payment: 2023-2024 General 1862, DISTRICT ATTORNEY, 52000.00, SALARY 1863, FLEETCOR TECHNOLOGIES*, 1100.67, FUEL 1864, FLEETCOR TECHNOLOGIES*, 1152.64, FUEL 1865, LAKELAND OFFICE SYSTEMS *, 123.41, MAINTENANCE AGREEMENT 1866, LAKELAND OFFICE SYSTEMS *, 147.37, MAINTENANCE AGREEMENT 1867, MIAMI FIRE PROTECTION*, 130.00, INSPECTIONS 1868, CITY OF MIAMI, 7375.00, SERVICE AGREEMENT 1869, SPARKLIGHT, 607.05, UTILITIES 1870, TIGER CORRECTIONAL SERVICES, 2840.86, INMATE NUTRITION 1871, TIGER CORRECTIONAL SERVICES, 2990.03, INMATE NUTRITION 1872, TIGER CORRECTIONAL SERVICES, 2828.06, INMATE NUTRITION 1873, EASY ICE LLC, 201.97, SUBSCRIPTION 1874, HOMETOWN WATER & COFFEE SERVICE, 16.00, BOTTLED WATER 1875, OSU COOP EXT SERVICE*, 10666.66, CONTRACT AGREEMANT 1876, CAPITAL ONE, 230.43, OFFICE SUPPLIES 1877, SPARKLIGHT, 236.20, CABLE SERVICE 1878, PITNEY BOWES INC, 248.97, OFFICE SUPPLIES 1879, HOMETOWN WATER & COFFEE SERVICE, 8.00, BOTTLED WATER 1880, HAMPTON INN, 321.00, LODGING 1881, OSU CTP, 40.00, TRAINING 1882, ACE HARDWARE, 233.59, PARTS 1883, CUMMINS SALES AND SERVICE, 735.30, MAINTENANCE AGREEMENT 1884, COMDATA, 100.23, FUEL 1885, OSU CTP, 40.00, TRAINING 1886, A T & T MOBILITY, 47.18, PHONE BILL 1887, MIAMI NEWS-RECORD, 162.15, LEGAL NOTICE 1888, BOLT FIBER, 213.81, INTERNET SERVICE 1889, LAKELAND OFFICE SYSTEMS *, 29.44, CONTRACT BASE RATE CHARGE 1890, OTTAWA CO ELECTION BRD, 270.00, POLLING PLACE 1891, CHAD HOLCOMB, 88.86, TRAVEL EXPENSES 1892, OK EMERGENCY MGMT ASSOC, 768.12, MEMBERSHIP DUES 1893, COMDATA, 263.33, FUEL 1894, KELLPRO INC*, 36.00, SOFTWARE LICENSE 1895, AT & T MOBILITY, 87.22, PHONE BILL 1896, OTTAWA CO FAIRBOARD, 63.00, FAIR PREMIUMS; Health 191, CAPITAL ONE, 98.06, OFFICE SUPPLIES 192, QUILL CORPORATION*, 260.54, OFFICE SUPPLIES 193, ORKIN, 48.63, PEST CONTROL 194, AED BRANDS LLC, 200.93, MEDICAL SUPPLIES 195, QUADIENT LEASING USA, 482.85, LEASE PAYMENT; Highway 1014, QUAPAW NATION UTILITIES AUTH, 54.00, UTILITIES 1015, ADMIRAL EXPRESS INC*, 240.76, OFFICE FURNITURE 1016, AUTOMOTIVE OF FAIRLAND*, 26.63, PARTS 1017, STATE FARM INSURANCE, 30.00, NOTARY BOND 1018, OK SECRETARY OF STATE, 20.00, NOTARY RENEWAL 1019, OK SECRETARY OF STATE, 10.00, NOTARY FILING FEE 1020, WELCH STATE BANK*, 9509.97, LEASE PURCHASE 1021, KARNES PRO TIRE*, 158.00, TIRES 1022, BO S TIRE & WELDING, 100.00, TIRE REPAIRS 1024, LAKELAND PETROLEUM, 1576.70, FUEL 1025, LAKELAND OFFICE SYSTEMS *, 65.09, LEASE PAYMENT; Hwy-ST 418, MIAMI INDUSTRIAL SUPPLY*, 82.74, REPAIRS 419, KUBOTA OF NORTHWEST ARKANSAS, 741.63, REPAIRS 420, LONGAN CONSTRUCTION CO*, 268.75, ASPHALT 421, OTTAWA COUNTY TAG OFFICE, 51.50, VEHICLE TAGS 422, M&J EQUIPMENT SERVICES LLP, 4787.68, VEHICLE REPAIR 423, M&J EQUIPMENT SERVICES LLP, 11850.05, VEHICLE REPAIR 424, M&J EQUIPMENT SERVICES LLP, 3094.12, VEHICLE REPAIR; Law Library 1, LAW LIBRARY REVOLVING FUND, 9306.46, REIMBURSAL 2, LAW LIBRARY REVOLVING FUND, 6461.33, REIMBURSAL 3, LAW LIBRARY REVOLVING FUND, 11817.19, REIMBURSAL; ML Fee 7, HAMPTON INN & SUITES NORMAN, 214.00, LODGING; Mtg Cert 19, JOLENE HOOPER, 100.00, OFFICE CLEANING; Rural Fire-ST 109, A T & T, 371.65, PHONE BILL; SH Commissary 96, TIGER COMMISSARY SERVICES INC*, 766.71, COMMISSARY 97, TIGER COMMISSARY SERVICES INC*, 1067.48, COMMISSARY; SH Svc Fee 123, WORKING HANDS CAR WASH LLC, 65.75, VEHICLE MAINTENANCE 124, KARNES PRO TIRE*, 50.00, TIRE REPAIRS 125, TELECOMP HOLDING INC, 878.50, UTILITIES 126, ALDEN CLINICAL EVAL SERVICES PLLC, 90.00, DEPUTY TRAINING 127, SPEEDY CASH PAWN LLC, 555.00, DEPUTY UNIFORMS 128, OK TAX COMMISSION*, 11.00, VEHICLE TAGS 129, OK TAX COMMISSION*, 11.00, VEHICLE TAGS 130, OK TAX COMMISSION*, 11.00, VEHICLE TAGS 131, A T & T, 81.68, PHONE BILL 132, BOLT FIBER, 345.17, CABLE SERVICE 133, TRANSUNION RISK AND ALTERNATIVE, 160.00, UTILITIES 134, A T & T, 2728.98, 135, BROOKS GREASE SERVICE INC*, 525.00, GREASE, By vote: Furnas, aye; Hilton, aye; Clark, aye.

6. Motion by Hilton, second by Clark, to approve authorization to precede with cremation for 64-year-old Ottawa County resident Annette Askey, and prepare a letter to the Chief Medical Examiners Office for the CME 19 P Fee to be waived for our indigent resident in Ottawa County. By vote: Furnas, aye; Hilton, aye; Clark, aye.

7. Motion by Hilton, second by Clark, to approve from Turner and Associates, PLC. Agreement to prepare the Financial Statement of Ottawa County, which comprise the annual statement of receipts, disbursements, and changes in fund balance-regulatory basis, for the year ending June 30, 2024. By vote: Furnas, aye; Hilton, aye; Clark, aye.

8. Motion by Hilton, second by Clark, to approve from Turner and Associate, PLC. Annual agreement of acceptance for the preparation of 2023-2024 Financial Statement, 2024-2025 Budget and 2024-2025 Publication Sheet prescribed by the State of Oklahoma for Ottawa County. By vote: Furnas, aye; Hilton, aye; Clark, aye.

9. Motion by Hilton, second by Clark, to approve cost per image agreement by and between Great America Financial Services and Board of County Commissioners of Ottawa County on behalf of Ottawa County Health Department. By vote: Furnas, aye; Hilton, aye; Clark, aye.

10. Motion by Hilton, second by Clark, to approve Resolution # 2024.5 Requesting to reduce the speed limit on County Road South 670 Road and recognize as School Zone. Requested by District # 2. By vote: Furnas, aye; Hilton, aye; Clark, aye.

11. Motion by Hilton, second by Clark, to approve Resolution # 2024.6 Requesting change in signers on the Ottawa County Official Depository Account with Security Bank & Trust of Miami, OK. By vote: Furnas, aye; Hilton, aye; Clark, aye.

12. Motion by Clark, second by Furnas, to solicit for sealed bid to surplus 1984 Rubber tire loader 99-149 Case W20 Serial # 9155827. Requested by District # 3. By vote: Furnas, aye; Clark, aye; Hilton, aye.

13. Motion by Clark, second by Furnas, to approve ODOT form 324a Requesting to approve invoice for condemnation professional services to Hartley Law Firm, PLLC in the amount of $3,500.00. By vote: Furnas, aye; Hilton, aye; Clark, aye.

14. Motion by Hilton, second by Clark, to approve transcript of proceeding on sale of county property acquired at resale on the following property described as follows: SE NW (UND 1/36 INT) SEC 17 TWP 29 RNG 23, Ottawa County, Oklahoma, according to the recorded plat thereof. By vote: Furnas, aye; Hilton, aye; Clark, aye

15. Motion by Hilton, second by Clark, to approve county deed to Matt Evans and/or Robert C. Freeman in the amount of $ 50.00. Legal Description as follows: SE NW (UND 1/36 INT) SEC 17 TWP 29 RNG 23, Ottawa County, Oklahoma, according to the recorded plat thereof. By vote: Furnas, aye; Hilton, aye; Clark, aye

16. Motion by Hilton, second by Clark, to approve transcript of proceeding on sale of county property acquired at resale on the following property described as follows: W2 SW & NE SW (UND 1/9 OF 1/24 INT 120 AC) SEC 28 TWP 29 RNG 23, Ottawa County, Oklahoma, according to the recorded plat thereof. By vote: Furnas, aye; Hilton, aye; Clark, aye

17. Motion by Hilton, second by Clark, to approve county deed to Matt Evans and/or Robert C. Freeman in the amount of $ 50.00. Legal Description as follows: W2 SW & NE SW (UND 1/9 OF 1/24 INT 120 AC) SEC 28 TWP 29 RNG 23, Ottawa County, Oklahoma, according to the recorded plat thereof. By vote: Furnas, aye; Hilton, aye; Clark, aye

18. District Attorney Doug Pewitt and the Board discussed judgment payment processes/methods available to the County for the purpose of planning and preparing for payment of the judgment expected in the case of Austin P. Bond, as Personal Representative of the Estate of Terral Ellis, II, deceased, Terral B. Ellis, Sr., and Shelly Bliss v. The Sheriff of Ottawa County, in his official capacity, et al., Case 4:17-CV-00325-CRK-CDL, filed in the Northern District of Oklahoma. Per the District Attorney Doug Pewitt and his staff research there are three options to pay the judgement against the County: Ad Valorem Tax increase, Bond Issue or Sales Tax increase. Board will decide which option is best and put it to the vote of the citizens. No action was taken at this time.

23. Motion by Hilton, second by Clark, to approve the following check for deposit: Ck. #1426 in the amount of $3,086.80 from R6 Recycling; Ck. # 1439 in the amount $ 594.00 from R6 Recycling; Ck. # 13638 in the amount of $ 2,233.66 from the Town of Quapaw. By vote: Furnas, aye; Hilton, aye; Clark, aye

26. Commissioners' activity reports: District 1 reported spraying at line-of-sight issues and problems with illegal dumping on County Roads. District 2 reported routine maintenance and started spraying. District 3 reported routine maintenance.

28. Motion by Hilton, second by Clark, to approve the following blanket purchase order: # 3609-3611. By vote: Furnas, aye; Hilton, aye; Clark, aye.

29. Jail inspection was done. The following Board members attended Mike Furnas, Robert Clark and Scott Hilton. Board members visited the tower at the jail. Jail staff reported they are happy with upgrades in equipment and software to maintain the jail safety. Board Members viewed the live scan machine and viewed a previous scan. Jail staff reported the training and equipment is working well. Members viewed the kitchen and jail staff reported the new stove is still working.

30. Motion by Clark, second by Hilton, to approve to adjourn. By vote: Furnas, aye; Hilton, aye; Clark, aye.

Mike Furnas, Chairman
Robyn Mitchell,
Ottawa County Clerk
Miami News Record

(Published in the Miami News Record March 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-14

ELEVATOR SERVICE, MAINTENANCE, AND INSPECTIONS

The City of Miami is requesting formal, SEALED bids for ELEVATOR SERVICE, MAINTENANCE, AND INSPECTIONS to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 12:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-14" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-15

ANNUAL ON-CALL ASPHALT PAVING SERVICES

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL ASPHALT PAVING SERVICES to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, until 11:00 A.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-15" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-16

ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 1:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-16" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-17

ANNUAL ON-CALL, AS-NEEDED, PLUMBING SERVICE

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL, AS-NEEDED, PLUMBING SERVICE to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 2:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-17" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

Crossland Construction Company is accepting bids for the N.E.O. Sim Lab Renovation in Miami, Oklahoma. A complete scope of work and bid package/bid form can be obtained through the contacts listed below. Potential subcontractors must meet Crossland's qualification requirements (insurance, safety policies, bonding, etc). Pre-bid conference will be held on April 4th at 9 A.M. at the Dr. Dale Creech NEO Library Administration Building in Miami, OK. Attendance of the pre-bid conference is encouraged, but not required. Bids are due by 2:00 PM on April 16th, 2024. Bids will only be accepted at the Dr. Dale Creech NEO Library Administration Building in Miami, OK on the proper bid form. If you are interested in bidding on this project, please contact Nick Humble at nhumble@crossland.com or Nathan Lopp at nlopp@crossland.com. Main office phone is 620-429-1414.

(Published in the Miami News Record March 29, April 5 and 12, 2024)
LPXLP

IN THE DISTRICT COURT OF OTTAWA COUNTY STATE OF OKLAHOMA

FIFTH THIRD BANK, NATIONAL ASSOCIATION, Plaintiff,

vs.

UNKNOWN HEIRS, EXECUTORS, DEVISEES, TRUSTEES OR ASSIGNS, IF ANY OF CARL E. JONES, deceased; NANCY KATHLEEN JONES; UNKNOWN SPOUSE, if any, of NANCY KATHLEEN JONES; and UNKNOWN OCCUPANTS, if any, of 14851 S 680 RD, WYANDOTTE, OK 74370; Defendants.

Case No. CJ-2024-8
Judge Jennifer McCaffrey

NOTICE BY PUBLICATION
Case No. CJ-2024-8
HONORABLE JENNIFER MCCAFFREY

UNKNOWN HEIRS, EXECUTORS, DEVISEES, TRUSTEES OR ASSIGNS, IF ANY OF CARL E. JONES, deceased, being Defendants and persons holding or claiming interest or lien in the subject property.

Take notice that you have been sued by Plaintiff, Fifth Third Bank, National Association, and that you must answer the Petition of said Plaintiff on file in said cause on or before May 5, 2024, or the allegations of said Petition will be taken as true and judgment rendered against you, awarding the Plaintiff a first mortgage lien upon the following described real estate situated in Ottawa County, Oklahoma, to-wit:

SE1/4 SE1/4 in Section 24, Township 27 North, Range 24 East of the Indian Meridian, Ottawa County, Oklahoma, according to the United States Government Survey thereof

in the sum as of 01/17/2024 of $151,629.97 together with interest, accrued and accruing, from that date, plus applicable recoverable advances, if any, as authorized by the Note and Mortgage.

WITNESS my hand and official seal in Ottawa County, Oklahoma, this 11th day of March, 2024.

Cassie L Key, Court Clerk
By: /s/ P. Blalock

John Seidenberger,
OBA # 30715
Brian G. Sayer, OBA # 32966
Garrad D. Mitchell, OBA #34055
THE SAYER LAW GROUP, P.C.
925 E. 4th St.
Waterloo, IA 50703
Tel: (319) 234-2530
Facsimile: (319) 232-6341
OKupdates@sayerlaw.com
ATTORNEY FOR PLAINTIFF

(Published in the Miami News Record March 22, 29, and April 5, 2024)
LPXLP

IN THE DISTRICT COURT IN AND FOR OTTAWA COUNTY STATE OF OKLAHOMA

In re the Matter of:
GILBERTO BECERRA,
Petitioner

V.

MARIA FRANCISCO,
Respondent.

Case No.: FP-2024-4
NOTICE BY PUBLICATION

THE STATE OF OKLAHOMA
TO: MARIA FRANCISCO

You will take notice that you have been sued in the above named Court by the Petitioner for Paternity, on the grounds of abandonment of the minor child, S.A.B.F., born June 2006, and for custody and child support of said minor child. Unless you answer the petition filed by this Petitioner in said Court on or before the 11th day of May 2024, said petition will be taken as true and judgment granting the Petitioner's Paternity Action against you and for complete legal custody of said minor child, limiting your visitation to only supervised visitation with said minor child, and child support for the maintenance of said minor child rendered according to the prayer thereof.

WITNESS MY HAND AND SEAL this 27th day of March, 2024.

/s/ F. Henry
COURT CLERK

Sara M. Schmook, OBA #31216
The Schmook Law Firm
2930 S. Yale Avenue
Tulsa, OK 74114
(918) 505-4870/
(918) 513-5724 facsimile
Sara@SchmookLaw.com
Attorney for the Petitioner

(Published in the Miami News Record March 29, April 5 and 12, 2024)
LPXLP

Ottawa County Emergency Food and Shelter Program

Ottawa County Local Board #7034-00 has been awarded $9,501.00 for Phase 41 in federal funds made available through the Department of Homeland Security/ Federal Emergency Management Agency under the Emergency Food and Shelter National Board Program to supplement emergency food and shelter programs in the county.

The selection was made by a National Board that is chaired by the U.S. Department of Homeland Security's Federal Emergency Management Agency and consists of representatives from American Red Cross; Catholic Charities, USA; National Council of the Churches of Christ in the U.S.A.; The Jewish Federations of North America; The Salvation Army; and

*Please see Legals, Page 12

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Bill

• Continued from Page 5

Oklahoma Historical Society through its Oklahoma Heritage Preservation Grant Program. The grant program encourages the collection, preservation, and sharing of Oklahoma history at the grassroots level in all parts of the state.

Grants were awarded based on a process that included staff evaluation utilizing weighted criteria and a secondary evaluation by a subcommittee of the OHS Board of Directors. I'm incredibly excited that these two organizations in our House district qualified for this funding. I can't wait to see the finished projects.

Now that we're mid-way through the legislative session, our focus will turn toward finishing the state budget. Work on this has already been long underway, but we'll have to make final decisions about which state agencies get what portion of state appropriated dollars to deliver programs and services to our citizens.

As always, we expect education to get the largest amount of funding, followed by public health, human services, transportation, public safety, and more.

We have $13.96 billion to appropriate for Fiscal Year 2025, which starts July 1. This is $1.55 billion, or 12.5% more than for Fiscal Year 2024. As in years past, we likely will not appropriate the full amount. The House would still like to return more of this money to our taxpayers, but the Senate will have to comply.



Steve Bashore serves District 7 in the Oklahoma House of Representatives. His district includes Ottawa County and parts of Craig and Delaware counties.

EARLY VOTING BEGINS MARCH 28

Early voting for the April 2 Election begins Thursday, March 28, for voters in Ottawa County. Voters who will not be able to make it to the polls on Election Day, have the option of voting early at their county election board.

Ottawa County Election Board Secretary Paige Bearden said early voting is open to all voters.

"You do not need to provide an excuse to vote early. Oklahoma allows early voting for all elections conducted by the county election board or State Election Board—from school board and municipal elections to state and federal elections. This is a great option for those who will be out of town on Election Day or who want to avoid long lines," Bearden said.

Early voting is available Thursday, March 28, and Friday, March 29, from 8 a.m. to 6 p.m. at the Ottawa County Courthouse Annex located at 123 East Central Avenue in Miami. Bearden reminds voters that early voting is not available at polling locations.

Some voters may need assistance to vote because they are blind or visually disabled, physically disabled or infirmed, or illiterate. Such individuals may request to have an assistant or vote privately and independently using the AIT device attached to the voting device. Those who require assistance should talk to their precinct official or contact the County Election Board directly for instructions.

For questions, please contact the election board at 918-542-2893 or ottawacounty@elections.ok.gov. You can also find the Ottawa County Election Board on Facebook at Ottawa County Election Board.

LEGALS

NOTICE TO THE PUBLIC OF PUBLIC COMMENT PERIOD FOR THE 2024-2027 STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM.

The Oklahoma Department of Transportation is seeking public comment on the Statewide Transportation Improvement Program (STIP) for federal fiscal years 2024 through 2027. The full proposed FFY 2024-2027 STIP can be viewed online at www.ODOT.org by clicking the Programs and Projects tab and then clicking Transportation Programs. Comments may be made via email to Michael Flynn at Michael.flynn@odot.ok.gov or in writing to Oklahoma Department of Transportation, Project Management Division, 200 NE 21st Street, Oklahoma City, Oklahoma, 73105. Comments will be taken until April 4th 2024.

March 11, 2024

1. The Ottawa County Board of Commissioners met in regular session at 9:00 A.M. on Monday, March 18, 2024 with the following members present: Chairman Mike Furnas, Commissioners Scott Hilton, and Robert Clark. Notice of the meeting was posted at the south door of the Ottawa County Courthouse March 4, 2024 at 12:59 P.M. Commissioners' Meeting Agendas and Minutes can also be found online at ottawa.okcounties.org.

2. The Pledge of Allegiance was recited.

3. Motion Hilton, second by Clark, to approve regular minutes of March 4th, 2024. By vote: Hilton, aye; Clark, aye; Furnas, aye.

4. Motion by Hilton, second by Clark, claims presented to the Board for payment. By vote: Clark, aye; Hilton, aye, Furnas, aye.

6. Motion by Hilton, second by Clark, to approve Resolution # 2024.4. Disposing of Equipment. Requesting to deem 1984 Rubber Tire Loader 99-149 case W20C Serial # 9155827 as surplus. Requested by District # 3. By vote: Clark, aye; Hilton, aye; Furnas, aye.

7. Motion by Hilton, second by Clark, to approve Detention Transportation Claim from State of Oklahoma Office of Juvenile Affairs District 2 JSU in the amount $ 65.19. By vote: Clark, aye; Hilton, aye; Furnas, aye.

8. Motion by Hilton, second by Clark, to approve lease purchase of a 2023 Ford F150 Crew Cab Vin # 1FTFW1E50PKF98821 from State Bid Contract # SW035 in the amount of $45,210.20 on behalf of the Miami Fire Department. By vote: Clark, aye; Hilton, aye; Furnas, aye.

9. Motion by Hilton, second by Clark, to approve lease purchase agreement by and between Welch State Bank and the Board of County Commissioners of Ottawa County on behalf of Miami Fire Department to purchase a 2023 Ford F150 Crew Cab Vin # 1FTFW1E50PKF98821. By vote: Clark, aye; Hilton, aye; Furnas, aye.

10. Motion by Hilton, second by Clark, to Consider/Action Re: Discussion and Possible vote to enter into Executive Session to 25 O.S., Section 307(B)(4) to discuss with counsel all aspects of pending litigation in Austin P. Bond, as Personal Representative of the Estate of Terral Ellis, II, deceased, Terral B Ellis, Sr., and Shelly Bliss v. The Sheriff of Ottawa County, in his official capacity, et al., Case No. 4:17-CV-00325-CRK-CDL, filed in the Northern District of Oklahoma, on the advice of and at the request of counsel. Counsel may appear telephonically. By vote: Furnas, aye; Hilton, aye; Clark, aye.

11. Motion by Hilton, second by Clark, to Consider/Action Re: Possible Executive Session pursuant to 25 O.S., Section 307.B.1.4 to discuss with counsel all aspects of pending litigation in Austin P. Bond, as Personal Representative of the Estate of Terral Ellis, II, deceased, Terral B Ellis, Sr., and Shelly Bliss v. The Sheriff of Ottawa County, in his official capacity, et al., Case No. 4:17-CV-00325-CRK-CDL, filed in the Northern District of Oklahoma, on the advice of and at the request of counsel. Counsel may appear telephonically. By vote: Furnas, aye; Hilton, aye; Clark, aye.

12. Motion by Hilton, second by Clark, to Consider/Action Re: Discussion and possible vote to adjourn Executive Session and reconvene in Open Session. Counsel may appear telephonically. By vote: Furnas, aye; Clark, aye; Hilton, aye.

13. Motion by Hilton, second by Clark, to take no action. Consider/Action Re: Discussion and possible vote on actions related to pending litigation in Austin P. Bond, as Personal Representative of the Estate of Terral Ellis, II, deceased, Terral B Ellis, Sr., and Shelly Bliss v. The Sheriff of Ottawa County, in his official capacity, et al., Case No. 4:17-CV-00325-CRK-CDL, filed in the Northern District of Oklahoma, with counsel. Counsel may appear telephonically. By vote: Furnas, aye; Hilton, aye; Clark, aye.

18. Motion by Hilton, second by Clark, to approve the following check for deposit: Ck. #0901 in the amount of $30,000.00 from the Oklahoma Cooperative Circuit Engineering Districts Board Solid Waste Program into account #1102 (District 1) for chipper. By vote: Clark, aye; Hilton, aye; Clark, aye.

24. Commissioners' activity reports: District 1 reported gearing up for spring, updating local agreements, and local road partnerships. District 2 reported routine maintenance. District 3 reported spraying, hauling rocks/spring work and routine maintenance.

Motion by Hilton, second by Clark, to approve the following blanket purchase order: #3530-3533. By vote: Clark, aye; Hilton, aye; Furnas, aye.

25. Motion by Hilton, second by Clark, to approve to adjourn. By vote: Clark, aye; Hilton, aye; Furnas, aye.

Mike Furnas, Chairman
Robyn Mitchell,
Ottawa County Clerk
Miami News Record

(Published in the Miami News Record March 22, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-14

ELEVATOR SERVICE, MAINTENANCE, AND INSPECTIONS

The City of Miami is requesting formal, SEALED bids for ELEVATOR SERVICE, MAINTENANCE, AND INSPECTIONS to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 12:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-14" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-15

ANNUAL ON-CALL ASPHALT PAVING SERVICES

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL ASPHALT PAVING SERVICES to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, until 11:00 A.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-15" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net , or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-16

ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 1:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-16" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-17

ANNUAL ON-CALL, AS-NEEDED, PLUMBING SERVICE

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL, AS-NEEDED, PLUMBING SERVICE to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 2:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-17" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

IN THE DISTRICT COURT OF OTTAWA COUNTY STATE OF OKLAHOMA

FIFTH THIRD BANK, NATIONAL ASSOCIATION, Plaintiff,

vs.

UNKNOWN HEIRS, EXECUTORS, DEVISEES, TRUSTEES OR ASSIGNS, IF ANY OF CARL E. JONES, deceased; NANCY KATHLEEN JONES; UNKNOWN SPOUSE, if any, of NANCY KATHLEEN JONES; and UNKNOWN OCCUPANTS, if any, of 14851 S 680 RD, WYANDOTTE, OK 74370; Defendants.

Case No. CJ-2024-8
Judge Jennifer McCaffrey

NOTICE BY PUBLICATION
Case No. CJ-2024-8
HONORABLE JENNIFER MCCAFFREY

UNKNOWN HEIRS, EXECUTORS, DEVISEES, TRUSTEES OR ASSIGNS, IF ANY OF CARL E. JONES, deceased, being Defendants and persons holding or claiming interest or lien in the subject property.

Take notice that you have been sued by Plaintiff, Fifth Third Bank, National Association, and that you must answer the Petition of said Plaintiff on file in said cause on or before May 5, 2024, or the allegations of said Petition will be taken as true and judgment rendered against you, awarding the Plaintiff a first mortgage lien upon the following described real estate situated in Ottawa County, Oklahoma, to-wit:

SE1/4 SE1/4 in Section 24, Township 27 North, Range 24 East of the Indian Meridian, Ottawa County, Oklahoma, according to the United States Government Survey thereof

in the sum as of 01/17/2024 of $151,629.97 together with interest, accrued and accruing, from that date, plus applicable recoverable advances, if any, as authorized by the Note and Mortgage.

WITNESS my hand and official seal in Ottawa County, Oklahoma, this 11th day of March, 2024.

Cassie L Key, Court Clerk
By: /s/ P. Blalock

John Seidenberger,
OBA # 30715
Brian G. Sayer, OBA # 32966
Garrad D. Mitchell, OBA #34055
THE SAYER LAW GROUP, P.C.
925 E. 4th St.
Waterloo, IA 50703
Tel: (319) 234-2530
Facsimile: (319) 232-6341
OKupdates@sayerlaw.com
ATTORNEY FOR PLAINTIFF

(Published in the Miami News Record March 22, 29, and April 5, 2024)
LPXLP

IN THE DISTRICT COURT IN AND FOR OTTAWA COUNTY STATE OF OKLAHOMA

In the Matter of the Estates of DEBRA SUE MORRIS, deceased.

Case No. PB-2023-42
NOTICE OF HEARING FINAL ACCOUNT AND PETITION FOR DETERMINATION OF HEIRSHIP AND FOR DISTRIBUTION OF ESTATE

Notice is hereby given that Patricia Rawlins, the duly appointed and qualified Personal Representative of the above captioned estate, has filed in this Court a Final Account and Report of the administration of said estate and a Petition for determination of heirship, distribution of said estate, and discharge; said hearing of the same has been fixed by the Judge of the Court for the 18th day of April, 2024, at 9:30 a.m., at the courtroom of said Court in the Ottawa County Courthouse at Miami, in the County and State aforesaid, and all persons interested in said estate are notified then and there to appear and show cause, if any they have, why said account should not be settled and allowed, and said estate distributed and the Personal Representative discharged.

Dated this 12th day of March, 2024.

/s/ R. Matt Whalen
Judge of the District Court

Travis Hartley, OBA #20238
Andrew Meloy, OBA #22649
THE HARTLEY LAW FIRM PLLC
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P. O. Box 553
Vinita, Oklahoma 74301
918/256-2100
FAX 918/256-2121
Attorneys for Personal Representatives

(Published in the Miami News Record March 22 and 29, 2024)
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Miami Special Utility Authority (MSUA) Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-18A With M&J Equipment for Annual On-Call, As Needed, Open Trench and Boring Labor for Waterline Replacement (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
M&J Equipment.pdf
M&J Equipment Services - Open Trench & Boring Labor for Waterline Replacement C24-18A 06032024.pdf

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

Two of Three Allowable Extensions

WHEREAS the parties entered into a written Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement ("Contract"), numbered C24-18a, on June 3, 2024; and

WHEREAS the introductory paragraph of said contract cites the names of the parties to said contract as "the City of Miami ("City")" and M&J Equipment Services, LLP ("Contractor"); and

WHEREAS the party identified as "the City of Miami ("City")" is correctly identified but should also include "the Miami Special Utility Authority ("MSUA")", which is a trust authority for whom the City of Miami is the sole beneficiary. Furthermore, the members of the City Council for the City of Miami are also the members of the Board of Trustees for the Miami Special Utility Authority.

WHEREAS the parties mutually agree hereby that the Contract should be amended to properly reflect that the City of Miami and the Miami Special Utility Authority ("MSUA")" have contracted with M&J Equipment Services, LLP in contract number C24-18a for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement on June 3, 2024;

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the June 3, 2024, meeting of the City Council and the MSUA board on that same date.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C24-18a the terms of the original Contract C24-18a will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement, numbered C24-18a IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027; and

2. Pursuant to recitals hereinabove, the Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement, numbered C24-18a IS HEREBY amended to reflect that the correct parties to said contract are, and will be known as, the City of Miami, Miami Special Utility Authority, and M&J Equipment Services, LLP.

SIGNED THIS ____ DAY OF _____, 2026:

Bless Parker, Mayor

M&J Equipment Services, LLP

ATTEST:

_____

Melissa Moore, City Clerk

Misty Barnes, City Attorney

CONTRACT NO.: C24-18A

MIAMI
City of Vision, Spirit & Opportunity

CONTRACT

ANNUAL AS NEEDED, ON-CALL, OPEN-TRENCH AND BORING LABOR FOR WATERLINE REPLACEMENT (C24-18)

This Contract is made this 3rd day of June, 2024, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, and M-J Equipment Services ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. Contract Term; Limitation of Rate Increase. Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30, 2025. The CITY, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) -year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the CITY's need for such services, and that upon renewal any rate increase for the services subject to this Contract shall not exceed two percent (3%) over the previous year.

2. Termination Prior to End of Contract Term. Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. Insurance and Indemnity. The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma, as an additional insured and having general liability limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct

or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. General Provisions. The following general provisions shall apply to this Contract:

a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

20

i. Multiple Counterparts. This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

j. Paragraph Headings. The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

k. Survival. All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

6/3/24

City of Miami Date
Bless Parker, Mayor

7-26-24

Contractor Date

Title: Owner

Attest:

Melissa Moore
Melissa Moore, City Clerk

6/3/24

MSUA Date
Bless Parker, Chairman

Attest:

Melissa Moore
Melissa Moore, City Clerk

21

C24-18

On-Call Trench & Boring

And Boring Labor For Waterline Replacement

M&J Equipment Services Bid

29

MIAMI
City of Vision, Spirit & Opportunity

BIDDER RESPONSE SHEET

1. RE: Solicitation No. C24-18
2. Bidder General Information:

   FEI/SSN: 46-3335211

   Company Name: M&J Equipment Services
3. Bidder Contact Information:

   Address: 57400 E 170 RD

   City: Fairland State: OK Zip Code: 74343

   Contact Name: Max Davis Title: Owner

   Phone # 918-848-0590 Fax # _____

   Email: mnjservices1973@yahoo.com Website: _____
4. Oklahoma Sales Tax Permit:

   ☐ YES – Permit # _____

   ☒ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.
5. Registration with the Oklahoma Secretary of State:

   ☒ YES – Filing # _____

   ☐ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.
6. Workers' Compensation Insurance Coverage:

   ☒ YES – Include a certificate of insurance with the proposal.

   ☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

Max M — 4-30-24

Authorized Signature — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/30/2024

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

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

PRODUCER	CONTACT NAME: Jennifer Garza, CISR Elite	
Tedford Insurance - Vinita Branch 107 E. Canadian Ave. #3713 Vinita OK 74301	PHONE (A/C, No, Ext): (918) 299-2345	FAX (A/C, No): (918) 299-5441
	E-MAIL ADDRESS: jenniferg@tedfordinsurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
M&J Equipment Services LLP 57400 E 170 rd. Fairland OK 74343	INSURER A: Nautilus Insurance Company	17370
	INSURER B: Progressive Insurance Co.	
	INSURER C: IIAO Eagle Agency	
	INSURER D: Evanston Insurance Company	35378
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 23-24 Liab **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			NN1555686	05/18/2023	05/18/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			03317189	10/28/2023	04/28/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 2,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			AN1266111	05/18/2023	05/18/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		03424618 23 1	05/22/2023	05/22/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Pollution Liability			CPLMOL112949	08/31/2022	08/31/2024	General Aggregate Each Transportation Each Non-Owned Disposal	$1,000,000 $1,000,000 $1,000,000

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

CERTIFICATE HOLDER

City of Miami Oklahoma
PO Box 1288
Miami OK 74355

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jennifer Garza

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MIAMI
City of Vision, Spirit & Opportunity

NON-COLLUSION AFFIDAVIT (C24-18)

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF Oklahoma)
) ss.
COUNTY OF Ottawa)

I, Max Davis, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of M&J Equipment Services, the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City 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 the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

   c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

   d. to any collusion with any political subdivision official or employee as to create a sole-source

acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? Circle one: Yes / (No)

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____

_____

_____

_____.

Certified this 3 day of May 20 24.

M&J Equipment Services
Name of Company

Signature of Authorized Agent

Subscribed and sworn to before me on this 3 day of May, 20 24.

(Seal) ANNETTA MCLAUGHLIN NOTARY # 16008861 EXP. 09/13/24 PUBLIC STATE OF OKLAHOMA

Annetta McLaughlin
Notary Public

My Commission Expires: 9/13/2024

MIAMI
City of Vision, Spirit & Opportunity

BID PROPOSAL AND QUOTE FORM

ANNUAL OPEN TRENCH and BORING LABOR

SOLICITATION NO: C24-18

Line Installation Unit Pricing				6/28/2022
Bidders may submit bids on all that apply to services available.				
Description	Qty	Unit	Unit Price	Total
Mobilization Per Project		LS	$1500	
4" HD Boring		LF		
6" HD Boring		LF		
8" HD Boring		LF		
12" HD Boring		LF		
14" HD Boring		LF		
4" HD Boring rock Add		LF		
6" HD Boring Add		LF		
8" HD Boring Rock Add		LF		
12" HD Boring Rock Add		LF		
14" HD Boring Rock Add		LF		
16" Steel Casing		LF		
20" Steel Casing		LF		
16" Steel Casing Rock Add		LF		
20" Steel Casing Rock Add		LF		
4" open trench		LF	$ 24.00	
6" open trench		LF	$ 26.00	
8" open trench		LF	$ 28.00	
12" open trench		LF	$ 32.00	
14"open trench		LF	$ 34.00	

4" open trench rock add		LF	$ 24.00	
6" open trench rock add		LF	$ 26.00	
8" open trench rock add		LF	$ 28.00	
12" open trench rock add		LF	$ 32.00	
14" open trench add		LF	$ 34.00	
4" connection to existing main		EA	$ 1200.00	
6" connection to existing main		EA	$ 1400.00	
8" connection to existing main		EA	$ 1600.00	
12" connection to existing main		EA	$ 2000.00	
14" connection to existing main		EA	$ 2200.00	
4" cap off of existing main		EA	$ 1000.00	
6" cap off of existing main		EA	$ 1200.00	
8" call off of existing main		EA	$ 1400.00	
12" cap off of existing main		EA	$ 1800.00	
14" cap off of existing main		EA	$ 2000.00	
Installation of 2" valve and valve box		EA	$ 1000.00	
installation of 4" valve and valve box		EA	$ 1200.00	
installation of 6" valve and valve box		EA	$ 1400.00	
Installation of 8" valve and valve box		EA	$ 1600.00	
Installation of 12" valve and valve box		EA	$ 2000.00	
Installation of 14" valve and valve box		EA	$ 2200.00	
Fire hydrant installation with valve included		EA	$ 1500.00	
2" long Taps		EA	$ 2000.00	
2" short taps		EA	$ 1000.00	
1" long Taps		EA	$ 1800.00	

1" short taps		EA	$ 800.00	
3/4" long taps		EA	$ 1800.00	
3/4" short taps		EA	$ 800.00	
4" Fire Line Connection to include valve and valve box		EA	$ 1400.00	
6" Fire Line Connection to include valve and valve box		EA	$ 1600.00	
8" Fire Line Connection to include valve and valve box		EA	$ 1800.00	
Curb and Gutter		LF		
4" concrete repair sidewalk		SF	$ 20.00	
4" concrete repair driveway		SF	$ 20.00	
6" concrete repair sidewalk		SF	$ 30.00	
6" concrete repair driveway		SF	$ 30.00	
8" concrete repair sidewalk		SF	$ 40.00	
8" concrete repair driveway		SF	$ 40.00	
Asphalt patch		SF		
Traffic control		PER DAY		
Dirt work		Per Yard	$ 1500.00	
install Sod		Per Yard	$ 2500.00	
Straw/ Grass Seed		Per Yard	$ 1000.00	
Total Price				

All Materials to be provided by owner-Miami Special Utility Authority
BACTI Line test performed by the City
All Lines Must be Pressure Tested by contactor 110 PSI for 2 HRS

Signature of bidder / authorized agent: _____

OFFICE OF THE SECRETARY OF STATE

STATE OF OKLAHOMA

CERTIFICATE

I, THE UNDERSIGNED, Secretary of State of the State of Oklahoma, do hereby certify that I am, by the laws of said state, the custodian of the records of the state of Oklahoma relating to the right of corporations to transact business in this state and am the proper officer to execute this certificate.

I FURTHER CERTIFY that M & J EQUIPMENT SERVICES LLP, was granted a charter on the 22nd day of April, 2013, a corporation duly organized and existing under and by virtue of the laws of the State of Oklahoma.

I FURTHER CERTIFY that, ARTHUR MAX DAVIS whose address is 57400 E 170 RD FAIRLAND OK 74343 USA is the registered agent for service of process for said corporation.

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed the Great Seal of the State of Oklahoma, done at the City of Oklahoma City, this 6th, day of October, 2014.

Secretary Of State

OFFICE OF THE SECRETARY OF STATE

STATE OF OKLAHOMA

CERTIFIED COPY OF ONE PARTICULAR DOCUMENT

CERTIFICATE

I THE UNDERSIGNED, Secretary of State, of the State of Oklahoma do hereby certify that, to the date of this certificate, the attached is a true and correct copy of the document on file as described below of:

NAME OF ENTITY
M & J EQUIPMENT SERVICES LLP

DOCUMENT TYPE	*DOCUMENT FILING DATE*
Statement of Qualification	*April 22, 2013*

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed the Great Seal of the State of Oklahoma, done at the City of Oklahoma City, this 6th, day of October, 2014.

Secretary Of State

38

OFFICE OF THE SECRETARY OF STATE

STATE OF OKLAHOMA

CERTIFICATE OF LIMITED LIABILITY PARTNERSHIP

WHEREAS, **M & J EQUIPMENT SERVICES LLP**

organized under the laws of the State of Oklahoma filed in the office of the Secretary of State an application for Statement of Qualification as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, *the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this Certificate evidencing such filing.*

IN TESTIMONY WHEREOF, I *hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.*

Filed in the city of Oklahoma City this 22nd day of April, 2013.

Larry V. Parman

Secretary of State

39

OFFICE OF THE SECRETARY OF STATE

STATE OF OKLAHOMA

CERTIFICATE OF GOOD STANDING

DOMESTIC LIMITED LIABILITY PARTNERSHIP

I, THE UNDERSIGNED, *Secretary of State of the State of Oklahoma, do hereby certify that I am, by the laws of said state, the custodian of the records of the state of Oklahoma relating to the right of certain business entities to transact business in this state and am the proper officer to execute this certificate.*

I FURTHER CERTIFY *that M & J EQUIPMENT SERVICES LLP whose registered agent is ARTHUR MAX DAVIS, with its registered office at 57400 E 170 RD FAIRLAND 74343 USA Oklahoma is a Domestic Limited Liability Partnership duly organized and existing under and by virtue of the laws of the state of Oklahoma and is in good standing according to the records of this office. This certificate is not to be construed as an endorsement, recommendation or notice of approval of the entity's financial condition or business activities and practices. Such information is not available from this office.*

IN TESTIMONY WHEREOF, I *hereunto set my hand and affixed the Great Seal of the State of Oklahoma, done at the City of Oklahoma City, this 6th, day of October, 2014.*

Secretary Of State

40

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/23/2024

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

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PRODUCER	CONTACT NAME: Clayton Shumaker	
The Cole Organization PO Box 1223 Miami OK 74355	PHONE (A/C, No, Ext): (918) 542-5480	FAX (A/C, No): (918) 542-5488
	E-MAIL ADDRESS: clayton@thecoleorganization.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Accident Fund National Insurance Company	
INSURER B: One General Agency	
INSURER C: Progressive Insurance Company	
INSURER D: Evanston Insurance Company	
INSURER E:	
INSURER F:	

INSURED
M & J EQUIPMENT SERVICES
57400 E 170 RD
FAIRLAND OK 74343

COVERAGES **CERTIFICATE NUMBER:** CL2452311466 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GLG033824	05/18/2024	05/18/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	03317189	04/28/2024	10/28/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	AN1266111	05/18/2024	05/18/2025	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	A010237664	05/22/2024	05/22/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	POLLUTION LIABILITY	Y	Y	CPLMOL112949	08/31/2023	08/31/2024	General Aggregate	1,000,000
							Each Transportation	1,000,000
							Each Non-Owned Dispos	1,000,000

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

Waiver of Subrogation shall be in favor of CERTIFICATE HOLDER, PROJECT OWNER, AND ALL OTHER PARTIES REQUIRED BY WRITTEN CONTRACT

Additional Insured Status in favor of CERTIFICATE HOLDER, PROJECT OWNER, AND ALL OTHER PARTIES REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER

CITY OF MIAMI
PO BOX 1288
MIAMI OK 74355

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/23/2024

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PRODUCER
The Cole Organization
PO Box 1223
Miami OK 74355

CONTACT NAME: Clayton Shumaker
PHONE (A/C, No, Ext): (918) 542-5480 **FAX (A/C, No):** (918) 542-5488
E-MAIL ADDRESS: clayton@thecoleorganization.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Nautilus Insurance Company	
INSURER B: Progressive Insurance Co.	
INSURER C: IIAO Eagle Agency	
INSURER D: Evanston Insurance Company	
INSURER E:	
INSURER F:	

INSURED
M & J EQUIPMENT SERVICES
57400 E 170 RD
FAIRLAND OK 74343

COVERAGES **CERTIFICATE NUMBER:** CL2452311466 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GLG033824	05/18/2024	05/18/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	03317189	04/28/2024	10/28/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 2,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	AN1266111	05/18/2024	05/18/2025	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	A010237664	05/22/2024	05/22/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	POLLUTION LIABILITY	Y	Y	CPLMOL112949	08/31/2024	08/31/2025	General Aggregate Each Transportation Each Non-Owned Dispos	1,000,000 1,000,000 1,000,000

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

CERTIFICATE HOLDER
Miami Special Utility Authority (MSUA)
129 5th Ave NW
MIAMI OK 74354

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

AUTHORIZED REPRESENTATIVE
Brittney Collins

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City Of Miami, OK – Administrative Services Department

Contract Tracking Form – Construction, purchases ↑ $50k, or Sealed Bid Requested

Effective: 12/10/2020

Form for ASD-2015-04 Contract Administration Policy

Contract # ~~CED~~ C24-18

Section I to be completed by City Project Manager (CPM)	
1. TITLE / DATE	On-Call Trench & Boring Date: 2/27/24
2. CITY PROJECT MGR & DEPT:	Dept: _____ Construction Project? [ ] Yes [ ] No Primary: Tyler Cline Secondary: Elizabeth Sanders
3. DESCRIPTION, SCHEDULE BACKGROUND, HISTORY, PURPOSE & GOALS [ ] Attach additional pages if necessary.	DESCRIPTION OF PROJECT or PURCHASE: Trench & Boring Is this a vehicle/equipment purchase? [ ] Yes [X] No Is this a state contract [ ] Yes [X] No Will it be purchased off of a dealer lot [ ] or manufactured/custom built [ ] Is there a trade-in planned? [ ] Yes [X] No If yes, discuss with purchasing agent. Is financing planned? [ ] Yes [X] No If yes, discuss with purchasing agent. Planning Commission Required: [ ] Yes [X] No Legal Dept's Initial _____.
4. PROJECT TEAM	Finance, Purchasing, MSUA, _____. All Department Heads advised by email [X] Yes [ ] No Proj. Manager Initials: CS
5. COST ESTIMATE	A. $ Varies [ ] Attach detailed cost estimate. B. Annual cost to use and maintain: $_____ [ ] Attach details.
6. FUNDING SOURCE(S) *Dept Hd is responsible for budgeting this item for any future fiscal year(s).*	***This Block to be Completed by Finance Dept*** [ ] City Of Miami _____ % $ _____ [ ]Lease $_____/yr for___yrs [X] MSUA _____ % $ _____ [ ] Lease $_____/yr for_____yrs [ ] Other: _____ _____ % $_____ Acct #(s): Varies Proj #: N/A Approved Capital Improvement Project: [ ] Yes [ ] No _____ Funds available as of: 5-13-24 ~~Municipal~~ Finance ~~Manager Signature~~ Date

Miami Special Utility Authority (MSUA) Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-18B With B-Town Construction for Annual On-Call, As Needed, Open Trench and Boring Labor for Waterline Replacement (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
Btownsigned.pdf
B-Town Construction, LLC - Open Trench & Boring Labor for Waterline Replacement C24-18B 06032024.pdf

MIAMI
City of Vision, Spirit & Opportunity

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

Two of Three Allowable Extensions

WHEREAS the parties entered into a written Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement ("Contract"), numbered C24-18b, on June 3, 2024; and

WHEREAS the introductory paragraph of said contract cites the names of the parties to said contract as "the City of Miami ("City")" and B-Town Construction, LLC ("Contractor"); and

WHEREAS the party identified as "the City of Miami ("City")" is correctly identified but should also include "the Miami Special Utility Authority ("MSUA")", which is a trust authority for whom the City of Miami is the sole beneficiary. Furthermore, the members of the City Council for the City of Miami are also the members of the Board of Trustees for the Miami Special Utility Authority.

WHEREAS the parties mutually agree hereby that the Contract should be amended to properly reflect that the City of Miami and the Miami Special Utility Authority ("MSUA")" have contracted with B-Town Construction, LLC in contract number C24-18b for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement on June 3, 2024;

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the June 3, 2024, meeting of the City Council and the MSUA board on that same date.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C24-18b the terms of the original Contract C24-18b will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement, numbered C24-18b IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027; and

2. Pursuant to recitals hereinabove, the Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement, numbered C24-18b IS HEREBY amended to reflect that the correct parties to said contract are, and will be known as, the City of Miami, Miami Special Utility Authority, and B-Town Construction, LLC.

SIGNED THIS ____ DAY OF _____, 2026:

Martin Perez

_____
Bless Parker, Mayor

_____
B-Town Construction, LLC

ATTEST:

_____
Melissa Moore, City Clerk

_____
Misty Barnes, City Attorney

CONTRACT NO.: C24-18B

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CONTRACT

ANNUAL AS NEEDED, ON-CALL, OPEN-TRENCH AND BORING LABOR FOR WATERLINE REPLACEMENT (C24-18)

This Contract is made this 3rd day of June, 2024, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, and B-Town Construction, LLC ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. Contract Term; Limitation of Rate Increase. Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30, 2025. The CITY, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) -year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the CITY's need for such services, and that upon renewal any rate increase for the services subject to this Contract shall not exceed two percent (3%) over the previous year.

2. Termination Prior to End of Contract Term. Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. Insurance and Indemnity. The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma, as an additional insured and having general liability limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct

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or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. General Provisions. The following general provisions shall apply to this Contract:

a. Entire Agreement. Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

b. Notices. Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

c. Assignment. This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

d. Binding Effect. The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

e. Modification. No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

f. Applicable Law; Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

g. Waiver. No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

h. Severability. In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

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i. Multiple Counterparts. This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

j. Paragraph Headings. The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

k. Survival. All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

6/13/24

City of Miami — Date

Bless Parker, Mayor

Martin Perez

Contractor — Date

Title: Owner

Attest:

Melissa Moore

Melissa Moore, City Clerk

6/13/24

MSUA — Date

Bless Parker, Chairman

Attest:

Melissa Moore

Melissa Moore, City Clerk

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LIEN RELEASE

WHEREAS, B-Town Construction LLC has contracted with the City of Miami to furnish materials and/or labor and services for

ANNUAL AS NEEDED, ON-CALL, OPEN-TRENCH AND BORING LABOR FOR WATERLINE REPLACEMENT

Contract #: C24-18

THEREFORE, the undersigned Contractor does hereby certify and warrant that they have made payment in full for any and all labor and material obligations incurred directly and indirectly as a result of this work and have received payment in accordance with the contract through the date of this Release. Furthermore, the undersigned Contractor does hereby agree to indemnify and hold harmless from any and all claims and liens, the City of Miami, its agents, and the contract improvements and real property.

Contractor: B-TOWN Construction, LLC

Authorized Agent: Martin Perez

Typed or Printed Name: Martin Perez

Title: Manager

STATE OF Oklahoma)
) ss.
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, on this 6 day of May, 20 24. Personally appeared _____, to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.
Given under my hand and seal of office the day and year above written.

MARCELA CORNEJO
Notary Public - State of Oklahoma
Commission Number 22012181
My Commission Expires Sep 6, 2026

(Seal)

Notary Public

My Commission Expires: Sept 6, 2026

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BIDDER RESPONSE SHEET

1. RE: Solicitation No. C24-18
2. Bidder General Information:

   FEI/SSN: 85-2740960

   Company Name: B-Town Construction LLC
3. Bidder Contact Information:

   Address: 5225 woodland rd

   City: Bartlesville State: OK Zip Code: 74006

   Contact Name: martin Perez Title: manager

   Phone # 918-814-6463 Fax # _____

   Email: martinbtownconstr@yahoo.com Website: _____
4. Oklahoma Sales Tax Permit:

   ☐ YES – Permit # _____

   ☒ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.
5. Registration with the Oklahoma Secretary of State:

   ☑ YES – Filing # 3512868901

   ☐ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.
6. Workers' Compensation Insurance Coverage:

   ☑ YES – Include a certificate of insurance with the proposal.

   ☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

martin perez
Authorized Signature

5-6-24
Date

ANNUAL OPEN TRENCH and BORING LABOR

SOLICITATION NO: C24-18

Line Installation Unit Pricing				6/28/2022
Bidders may submit bids on all that apply to services available.				
Description	Qty	Unit	Unit Price	Total
Mobilization Per Project		LS	2.500	
4" HD Boring		LF		
6" HD Boring		LF		
8" HD Boring		LF		
12" HD Boring		LF		
14" HD Boring		LF		
4" HD Boring rock Add		LF		
6" HD Boring Add		LF		
8" HD Boring Rock Add		LF		
12" HD Boring Rock Add		LF		
14" HD Boring Rock Add		LF		
16" Steel Casing		LF		
20" Steel Casing		LF		
16" Steel Casing Rock Add		LF		
20" Steel Casing Rock Add		LF		
4" open trench		LF	27.00	
6" open trench		LF	32.00	
8" open trench		LF	32.00	
12" open trench		LF	35.00	
14"open trench		LF	40.00	

4" open trench rock add		LF	40.00	
6" open trench rock add		LF	40.00	
8" open trench rock add		LF	45.00	
12" open trench rock add		LF	45.00	
14" open trench add		LF	50.00	
4" connection to existing main		EA	2.500.00	
6" connection to existing main		EA	3.500.00	
8" connection to existing main		EA	3.800.00	
12" connection to existing main		EA	4.500.00	
14" connection to existing main		EA	6.000.00	
4" cap off of existing main		EA	1.000.00	
6" cap off of existing main		EA	1.000.00	
8" call off of existing main		EA	2.000.00	
12" cap off of existing main		EA	2.500.00	
14" cap off of existing main		EA	3.500,00	
Installation of 2" valve and valve box		EA	1.200.00	
installation of 4" valve and valve box		EA	1.200.00	
installation of 6" valve and valve box		EA	1.500.00	
Installation of 8" valve and valve box		EA	1.600.00	
Installation of 12" valve and valve box		EA	1.800.00	
Installation of 14" valve and valve box		EA	2.500,00	
Fire hydrant installation with valve included		EA	2.500.00	
2" long Taps		EA	1.900,00	
2" short taps		EA	1.200.00	
1" long Taps		EA	1.900.00	

1" short taps		EA	900.00	
3/4" long taps		EA	1.900.00	
3/4" short taps		EA	900.00	
4" Fire Line Connection to include valve and valve box		EA	1.900.00	
6" Fire Line Connection to include valve and valve box		EA	2.500.00	
8" Fire Line Connection to include valve and valve box		EA	3.000.00	
Curb and Gutter		LF	30	
4" concrete repair sidewalk		SF	12	
4" concrete repair driveway		SF	12	
6" concrete repair sidewalk		SF	12	
6" concrete repair driveway		SF	14	
8" concrete repair sidewalk		SF	15	
8" concrete repair driveway		SF	15	
Asphalt patch		SF	13	
Traffic control		PER DAY		
Dirt work		Per Yard	30	
install Sod		Per Yard	10	
Straw/ Grass Seed		Per Yard	5	
Total Price				

All Materials to be provided by owner-Miami Special Utility Authority
BACTI Line test performed by the City
All Lines Must be Pressure Tested by contactor 110 PSI for 2 HRS

Signature of bidder / authorized agent: martin Perez

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NON-COLLUSION AFFIDAVIT (C24-18)

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF Oklahoma)
) ss.
COUNTY OF _____)

I, Martin Perez, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of B-Town Construction the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City 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 the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

   c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

   d. to any collusion with any political subdivision official or employee as to create a sole-source

acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? Circle one: Yes / No

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____

_____

_____

_____.

Certified this 6 day of May 20 24.

B-Town Construction, LLC
Name of Company

martin perez
Signature of Authorized Agent

Subscribed and sworn to before me on this 6 day of May, 20 24.

(Seal)

Notary Public

MARCELA CORNEJO
Notary Public - State of Oklahoma
Commission Number 22012181
My Commission Expires Sep 6, 2026

My Commission Expires: Sept 6, 2026

MIAMI
City of Vision, Spirit & Opportunity

B-TOCON-01 EWARREN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/25/2024

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

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

PRODUCER License # 0C36861 Broken Arrow 2720 Hemlock Ct Ste A Broken Arrow, OK 74012	CONTACT NAME: Ericka Warren PHONE (A/C, No, Ext): (918) 258-6681 FAX (A/C, No): (918) 251-7893 E-MAIL ADDRESS: Ericka.Warren@alliant.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Mid-Continent Casualty Company — 23418
INSURED B-Town Construction, LLC 5225 Woodland Road Bartlesville, OK 74006	INSURER B : Accident Fund Insurance Company of America — 10166
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		04-GL-001119310	6/26/2024	6/26/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB CLAIMS-MADE			04-XS-000234698	6/26/2024	6/26/2025	AGGREGATE	$ 1,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N/A		AF WCP 100094942	6/26/2024	6/26/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Leased/Rented Equip			04-CIM-000044206	6/26/2024	6/26/2025	Limit	150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Miami and MSUA is added as additional insured when required by written contract on the General Liability per form ML 10 81 04 13.

CERTIFICATE HOLDER

City of Miami and MSUA
129 5th Ave NW
PO Box 1288
Miami, OK 74355

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization for whom the named insured has agreed by written "insured contract" to designate as an additional insured subject to all provisions and limitations of this policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability caused, in whole or in part, by your performance of ongoing operations for that insured. However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by written "insured contract", the insurance afforded to such additional insured will not be broader than that which you are required by the written "insured contract" to provide for such additional insured.

Includes copyrighted material of Insurance Services Office, Inc., with its permission

City Of Miami, OK – Administrative Services Department

Contract Tracking Form – Construction, purchases ↑ $50k, or Sealed Bid Requested

Effective: 12/10/2020

Form for ASD-2015-04 Contract Administration Policy

Contract # ~~CED~~ C24-18

Section I to be completed by City Project Manager (CPM)	
1. TITLE / DATE	On-Call Trench & Boring Date: 2/27/24
2. CITY PROJECT MGR & DEPT:	Dept: _____ Construction Project? [ ] Yes [ ] No Primary: Tyler Cline Secondary: Elizabeth Sanders
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4. PROJECT TEAM	Finance, Purchasing, MSUA _____, _____. All Department Heads advised by email [X] Yes [ ] No Proj. Manager Initials: CS
5. COST ESTIMATE	A. $ Varies [ ] Attach detailed cost estimate. B. Annual cost to use and maintain: $_____ [ ] Attach details.
6. FUNDING SOURCE(S) *Dept Hd is responsible for budgeting this item for any future fiscal year(s).*	***This Block to be Completed by Finance Dept*** [ ] City Of Miami _____ % $ _____ [ ]Lease $_____/yr for___yrs [X] MSUA _____ % $ _____ [ ] Lease $_____/yr for_____yrs [ ] Other: _____ _____ % $_____ Acct #(s): Varies Proj #: N/A Approved Capital Improvement Project: [ ] Yes [ ] No _____ Funds available as of: 5-13-24 ~~Municipal~~ Finance ~~Manager Signature~~ Date

Miami Special Utility Authority (MSUA) Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-18C With Broadhead Boring for Annual On-Call, As Needed, Open Trench and Boring Labor for Waterline Replacement (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
C24-18c Broadhead Boring, LLC Svcs 2 Leg Rev.pdf
Broadhead Boring, LLC - Open Trench & Boring Labor for Waterline Replacement C24-18C 06032024.pdf

AMENDMENT FOR CONTRACT RENEWAL FY 26/27
Two of Three Allowable Extensions

WHEREAS the parties entered into a written Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement ("Contract"), numbered C24-18c, on June 3, 2024; and

WHEREAS the introductory paragraph of said contract cites the names of the parties to said contract as "the City of Miami ("City")" and Broadhead Boring, LLC ("Contractor"); and

WHEREAS the party identified as "the City of Miami ("City")" is correctly identified but should also include "the Miami Special Utility Authority ("MSUA")", which is a trust authority for whom the City of Miami is the sole beneficiary. Furthermore, the members of the City Council for the City of Miami are also the members of the Board of Trustees for the Miami Special Utility Authority.

WHEREAS the parties mutually agree hereby that the Contract should be amended to properly reflect that the City of Miami and the Miami Special Utility Authority ("MSUA")" have contracted with Broadhead Boring, LLC in contract number C24-18c for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement on June 3, 2024;

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the June 3, 2024, meeting of the City Council and the MSUA board on that same date.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C24-18c the terms of the original Contract C24-18c will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement, numbered C24-18c IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027; and

2. Pursuant to recitals hereinabove, the Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement, numbered C24-18c IS HEREBY amended to reflect that the correct parties to said contract are, and will be known as, the City of Miami, Miami Special Utility Authority, and Broadhead Boring, LLC.

SIGNED THIS ____ DAY OF _____, 2026:

_____	Amanda De La Cruz _____
Bless Parker, Mayor	Broadhead Boring, LLC
ATTEST:	
_____	_____
Melissa Moore, City Clerk	Misty Barnes, City Attorney

CONTRACT NO.: C24-18C

City of Vision, Spirit & Opportunity

CONTRACT

ANNUAL AS NEEDED, ON-CALL, OPEN-TRENCH AND BORING LABOR FOR WATERLINE REPLACEMENT (C24-18)

This Contract is made this 3rd day of June, 2024, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, and Broadhead Boring, LLC ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. Contract Term; Limitation of Rate Increase. Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30, 2025. The CITY, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) -year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the CITY's need for such services, and that upon renewal any rate increase for the services subject to this Contract shall not exceed two percent (3%) over the previous year.

2. Termination Prior to End of Contract Term. Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. Insurance and Indemnity. The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma, as an additional insured and having general liability limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct

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or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. General Provisions. The following general provisions shall apply to this Contract:

a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

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i. Multiple Counterparts. This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

j. Paragraph Headings. The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

k. Survival. All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

6/3/24

City of Miami Date

Bless Parker, Mayor

Amanda De La Cruz

Contractor Date

Title: Director of Administration

Attest:

Melissa Moore

Melissa Moore, City Clerk

6/3/24

MSUA Date

Bless Parker, Chairman

Attest:

Melissa Moore

Melissa Moore, City Clerk

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MIAMI
City of Vision, Spirit & Opportunity

BIDDER RESPONSE SHEET

1. RE: Solicitation No. C24-18
2. Bidder General Information:

   FEI/SSN: 83-4615309

   Company Name: BROADHEAD BORING , LLC
3. Bidder Contact Information:

   Address: 17220 FM 973

   City: MANOR State: TX Zip Code: 78653

   Contact Name: RODNEY BRISCOE Title: SUPERINTENDENT/SALES

   Phone # 817.999.9186 Fax # _____

   Email: rodney@broadheadboring.com Website: www.broadheadboring.com
4. Oklahoma Sales Tax Permit:

   ☐ YES – Permit # _____

   ☒ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.
5. Registration with the Oklahoma Secretary of State:

   ☐ YES – Filing # _____

   ☒ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.
6. Workers' Compensation Insurance Coverage:

   ☒ YES – Include a certificate of insurance with the proposal.

   ☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

Amanda De La Cruz — Authorized Signature

5/6/2024 — Date

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MIAMI
City of Vision, Spirit & Opportunity

NON-COLLUSION AFFIDAVIT (C24-18)

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF _____)
) ss.
COUNTY OF _____)

I, K.J. Fesmire, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of Broadhead Boring (the bidder) submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City 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 the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

   c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

   d. to any collusion with any political subdivision official or employee as to create a sole-source

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acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? Circle one: Yes / No

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

Certified this 14th day of May 2024.

Broadhead Boring
Name of Company

KG Fasmer
Signature of Authorized Agent

Subscribed and sworn to before me on this 14th day of May, 2024.

(Seal)

Amanda Delacruz
Notary Public

AMANDA DE LA CRUZ
Notary Public, State of Texas
Comm. Expires 07-13-2025
Notary ID 131208163

My Commission Expires: 7.13.2025

MIAMI
City of Vision, Spirit & Opportunity

BID PROPOSAL AND QUOTE FORM

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ANNUAL OPEN TRENCH and BORING LABOR

SOLICITATION NO: C24-18

Line Installation Unit Pricing				6/28/2022
Bidders may submit bids on all that apply to services available.				
Description	Qty	Unit	Unit Price	Total
Mobilization Per Project		LS	$2,000	
4" HD Boring		LF	$24	
6" HD Boring		LF	$30	
8" HD Boring		LF	$40	
12" HD Boring		LF	$60	
14" HD Boring		LF	$84	
4" HD Boring rock Add		LF	$20	
6" HD Boring Add		LF	$26	
8" HD Boring Rock Add		LF	$42	
12" HD Boring Rock Add		LF	$55	
14" HD Boring Rock Add		LF	$60	
16" Steel Casing		LF	$160	
20" Steel Casing		LF	$205	
16" Steel Casing Rock Add		LF	$155	
20" Steel Casing Rock Add		LF	$205	
4" open trench		LF	$7	
6" open trench		LF	$8	
8" open trench		LF	$9	
12" open trench		LF	$12	
14"open trench		LF	$16	

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4" open trench rock add		LF	$21	
6" open trench rock add		LF	$22	
8" open trench rock add		LF	$23	
12" open trench rock add		LF	$24	
14" open trench add		LF	$26	
4" connection to existing main		EA	$550	
6" connection to existing main		EA	$650	
8" connection to existing main		EA	$750	
12" connection to existing main		EA	$975	
14" connection to existing main		EA	$1,280	
4" cap off of existing main		EA	$380	
6" cap off of existing main		EA	$450	
8" call off of existing main		EA	$530	
12" cap off of existing main		EA	$610	
14" cap off of existing main		EA	$745	
Installation of 2" valve and valve box		EA	$1,150	
installation of 4" valve and valve box		EA	$1,250	
installation of 6" valve and valve box		EA	$1,360	
Installation of 8" valve and valve box		EA	$1,425	
Installation of 12" valve and valve box		EA	$1,750	
Installation of 14" valve and valve box		EA	$2,075	
Fire hydrant installation with valve included		EA	$1,250	
2" long Taps		EA	$870	
2" short taps		EA	$780	
1" long Taps		EA	$700	

1" short taps		EA	$650	
3/4" long taps		EA	$700	
3/4" short taps		EA	$600	
4" Fire Line Connection to include valve and valve box		EA	$2,850	
6" Fire Line Connection to include valve and valve box		EA	$3,200	
8" Fire Line Connection to include valve and valve box		EA	$3,550	
Curb and Gutter		LF	$275	
4" concrete repair sidewalk		SF	$70	
4" concrete repair driveway		SF	$75	
6" concrete repair sidewalk		SF	$85	
6" concrete repair driveway		SF	$90	
8" concrete repair sidewalk		SF	$110	
8" concrete repair driveway		SF	$130	
Asphalt patch		SF	$110	
Traffic control		PER DAY	$875	
Dirt work		Per Yard	$45	
install Sod		Per Yard	$76	
Straw/ Grass Seed		Per Yard	$68	
Total Price				

All Materials to be provided by owner-Miami Special Utility Authority
BACTI Line test performed by the City
All Lines Must be Pressure Tested by contactor 110 PSI for 2 HRS

Signature of bidder / authorized agent: Amanda De La Cruz

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/6/2024

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 2618 E Broadway Street Pearland TX 77581	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 281-485-7500 **FAX (A/C, No):** 281-485-6933 **E-MAIL ADDRESS:** certrequests@ajg.com
INSURED BROABOR-01 Broadhead Boring LLC PO Box 80953 Midland, TX 79708	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Everest Indemnity Insurance Company — 10851 **INSURER B :** Everest Denali Insurance Company — 16044 **INSURER C :** Texas Mutual Insurance Company — 22945 **INSURER D :** Illinois Union Insurance Company — 27960 **INSURER E :** RLI Insurance Company — 13056 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 609659399 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			EN4GL00543-231	5/15/2023	5/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY X CA9948 [X] MCS-90			EN4CA00833-231	5/15/2023	5/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	**UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $ 10,000			EN4CU00585-231	5/15/2023	5/15/2024	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			0002093671	5/15/2023	5/15/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D E	Contractor Pollution Liab Contractor's Equip			G73537289003 ILM0716430	5/15/2023 5/15/2023	5/15/2024 5/15/2024	Each Occ/Aggregate L/R Per Item/Max L/R Per Item/Max	$5,000,000 $250,000 $1,667,359

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

The General Liability and Auto policies include a Blanket additional insured endorsement with primary non-contributory that provides additional insured status as required by written contact; subject to policy terms and conditions. The General Liability, Auto, Workers' Compensation policies include a Blanket waiver of subrogation endorsement that provides this feature as required by written contact; subject to policy terms and conditions. Commercial Umbrella policy is follow form over the General Liability, Auto, and Employers Liability/Workers Compensation policies as per policy terms and conditions.
The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

CERTIFICATE HOLDER

CITY OF MIAMI
129 5TH ST AVE NW
Miami OK 74354

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/26/2024

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

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

PRODUCER	CONTACT NAME:
Arthur J. Gallagher Risk Management Services, LLC 2618 E Broadway Street Pearland TX 77581	PHONE (A/C, No, Ext): 281-485-7500 FAX (A/C, No): 281-485-6933 E-MAIL ADDRESS: certrequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Company	10851
INSURER B : Everest Denali Insurance Company	16044
INSURER C : Texas Mutual Insurance Company	22945
INSURER D : Everspan Indemnity Insurance Company	16882
INSURER E : Westchester Surplus Lines Insurance Co	10172
INSURER F : RLI Insurance Company	13056

INSURED: Broadhead Boring LLC
PO Box 80953
Midland, TX 79708
BROABOR-01

COVERAGES **CERTIFICATE NUMBER:** 899134267 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY	Y		EN4GL00543-231	5/15/2024	5/15/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			EN4CA00833-231	5/15/2024	5/15/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X CA9948 / X MCS-90							$
A	UMBRELLA LIAB X OCCUR			EN4CU00585-231	5/15/2024	5/15/2025	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			0002093671	5/17/2024	5/17/2025	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Contractor Pollution Liab			G73537289003	5/15/2024	5/15/2025	Each Occ/Aggregate	$5,000,000
F	Contractor's Equip			ILM0716430	5/15/2024	5/15/2025	L/R Per Item/Max	$250,000
							Schedule Equipment	On File

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

The General Liability and Auto policies include a Blanket additional insured endorsement with primary non-contributory that provides additional insured status as required by written contact; subject to policy terms and conditions. The General Liability, Auto, Workers' Compensation policies include a Blanket waiver of subrogation endorsement that provides this feature as required by written contact; subject to policy terms and conditions. Commercial Umbrella policy is follow form over the General Liability, Auto, and Employers Liability/Workers Compensation policies as per policy terms and conditions.
The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

RE: 24-18 On-Call, Open-Trench And Boring Labor For Waterline Replacement
See Attached...

CERTIFICATE HOLDER

Miami Special Utility Authority

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: BROABOR-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J. Gallagher Risk Management Services, LLC	Broadhead Boring LLC PO Box 80953 Midland, TX 79708
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Additional Insureds: Miami Special Utility Authority

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/14/2024

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 2618 E Broadway Street Pearland TX 77581	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 281-485-7500 **FAX (A/C, No):** 281-485-6933 **E-MAIL ADDRESS:** certrequests@ajg.com
INSURED BROABOR-01 Broadhead Boring LLC PO Box 80953 Midland, TX 79708	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Everest Indemnity Insurance Company 10851 **INSURER B :** Everest Denali Insurance Company 16044 **INSURER C :** Texas Mutual Insurance Company 22945 **INSURER D :** Everspan Indemnity Insurance Company 16882 **INSURER E :** Westchester Surplus Lines Insurance Co 10172 **INSURER F :** RLI Insurance Company 13056

COVERAGES **CERTIFICATE NUMBER:** 921060425 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			EN4GL00543-231	5/15/2024	5/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X CA9948 X MCS-90			EN4CA00833-231	5/15/2024	5/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 10,000			EN4CU00585-231	5/15/2024	5/15/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0002093671	5/15/2024	5/15/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E F	Contractor Pollution Liab Contractor's Equip			G73537289003 ILM0716430	5/15/2024 5/15/2024	5/15/2025 5/15/2025	Each Occ/Aggregate L/R Per Item/Max	$5,000,000 $250,000

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

The General Liability and Auto policies include a Blanket additional insured endorsement with primary non-contributory that provides additional insured status as required by written contact; subject to policy terms and conditions. The General Liability, Auto, Workers' Compensation policies include a Blanket waiver of subrogation endorsement that provides this feature as required by written contact; subject to policy terms and conditions. Commercial Umbrella policy is follow form over the General Liability, Auto, and Employers Liability/Workers Compensation policies as per policy terms and conditions.
The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

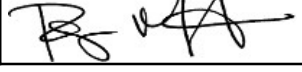
CERTIFICATE HOLDER

CITY OF MIAMI
129 5TH ST AVE NW
Miami OK 74354
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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City Of Miami, OK – Administrative Services Department

Contract Tracking Form – Construction, purchases ↑ $50k, or Sealed Bid Requested

Effective: 12/10/2020

Form for ASD-2015-04 Contract Administration Policy

Contract # ~~CED~~ C24-18

Section I to be completed by City Project Manager (CPM)	
1. TITLE / DATE	On-Call Trench & Boring Date: 2/27/24
2. CITY PROJECT MGR & DEPT:	Dept: _____ Construction Project? [ ] Yes [ ] No Primary: Tyler Cline Secondary: Elizabeth Sanders
3. DESCRIPTION, SCHEDULE BACKGROUND, HISTORY, PURPOSE & GOALS [ ] Attach additional pages if necessary.	DESCRIPTION OF PROJECT or PURCHASE: Trench & Boring Is this a vehicle/equipment purchase? [ ] Yes [X] No Is this a state contract [ ] Yes [X] No Will it be purchased off of a dealer lot [ ] or manufactured/custom built [ ] Is there a trade-in planned? [ ] Yes [X] No If yes, discuss with purchasing agent. Is financing planned? [ ] Yes [X] No If yes, discuss with purchasing agent. Planning Commission Required: [ ] Yes [X] No Legal Dept's Initial _____.
4. PROJECT TEAM	Finance, Purchasing, MSUA _____, _____. All Department Heads advised by email [X] Yes [ ] No Proj. Manager Initials: CS
5. COST ESTIMATE	A. $ Varies [ ] Attach detailed cost estimate. B. Annual cost to use and maintain: $_____ [ ] Attach details.
6. FUNDING SOURCE(S) *Dept Hd is responsible for budgeting this item for any future fiscal year(s).*	***This Block to be Completed by Finance Dept*** [ ] City Of Miami _____ % $ _____ [ ]Lease $_____/yr for___yrs [X] MSUA _____ % $ _____ [ ] Lease $_____/yr for_____yrs [ ] Other: _____ _____ % $_____ Acct #(s): Varies Proj #: N/A Approved Capital Improvement Project: [ ] Yes [ ] No _____ Funds available as of: 5-13-24 ~~Municipal~~ Finance ~~Manager Signature~~ Date

Miami Special Utility Authority (MSUA) Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-18D With Collins Construction for Annual On-Call, As Needed, Open Trench and Boring Labor for Waterline Replacement (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
Collins Open Trench and Boring.pdf
Collins Construction - Open Trench & Boring Labor for Waterline Replacement C24-18D 06032024.pdf

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

Two of Three Allowable Extensions

WHEREAS the parties entered into a written Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement ("Contract"), numbered C24-18d, on June 3, 2024; and

WHEREAS the introductory paragraph of said contract cites the names of the parties to said contract as "the City of Miami ("City")" and Collins Construction Company ("Contractor"); and

WHEREAS the party identified as "the City of Miami ("City")" is correctly identified but should also include "the Miami Special Utility Authority ("MSUA")", which is a trust authority for whom the City of Miami is the sole beneficiary. Furthermore, the members of the City Council for the City of Miami are also the members of the Board of Trustees for the Miami Special Utility Authority.

WHEREAS the parties mutually agree hereby that the Contract should be amended to properly reflect that the City of Miami and the Miami Special Utility Authority ("MSUA")" have contracted with Collins Construction Company in contract number C24-18d for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement on June 3, 2024.

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the June 3, 2024, meeting of the City Council and the MSUA board on that same date.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C24-18d the terms of the original Contract C24-18d will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement, numbered C24-18d IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027; and

2. Pursuant to recitals hereinabove, the Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement, numbered C24-18d IS HEREBY amended to reflect that the correct parties to said contract are, and will be known as, the City of Miami, Miami Special Utility Authority, and Collins Construction Company.

SIGNED THIS ____ DAY OF _____, 2026:

_____
Bless Parker, Mayor

_____
Collins Construction Company

ATTEST:

_____
Melissa Moore, City Clerk

_____
Misty Barnes, City Attorney

CONTRACT NO.: C24-18D

MIAMI
City of Vision, Spirit & Opportunity

CONTRACT

ANNUAL AS NEEDED, ON-CALL, OPEN-TRENCH AND BORING LABOR FOR WATERLINE REPLACEMENT (C24-18)

This Contract is made this 3rd day of June, 2024, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, and Collins Construction Co. ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. Contract Term; Limitation of Rate Increase. Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30, 2025. The CITY, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) -year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the CITY's need for such services, and that upon renewal any rate increase for the services subject to this Contract shall not exceed two percent (3%) over the previous year.

2. Termination Prior to End of Contract Term. Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. Insurance and Indemnity. The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma, as an additional insured and having general liability limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct

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or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. General Provisions. The following general provisions shall apply to this Contract:

a. Entire Agreement. Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

b. Notices. Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

c. Assignment. This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

d. Binding Effect. The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

e. Modification. No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

f. Applicable Law; Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

g. Waiver. No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

h. Severability. In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

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i. Multiple Counterparts. This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

j. Paragraph Headings. The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

k. Survival. All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

6/9/24

City of Miami — Date

Bless Parker, Mayor

6/3/24

Contractor — Date

Title: OWNER

Attest:

Melissa Moore

Melissa Moore, City Clerk

6/3/24

MSUA — Date

Bless Parker, Chairman

Attest:

Melissa Moore

Melissa Moore, City Clerk

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City of Vision, Spirit & Opportunity

BIDDER RESPONSE SHEET

1. **RE: Solicitation No.** C22-46

2. **Bidder General Information:**

   FEI/SSN: 73-1306264

   Company Name: Collins Construction Co

3. **Bidder Contact Information:**

   Address: 221 So Elm ST

   City: Miami State: OK Zip Code: 74354

   Contact Name: F Leroy Collins Title: Owner

   Phone # 918 961 6657 Fax # _____

   Email: leroy221elm@gmail.com Website: www.collinsrolloffser.com

4. **Oklahoma Sales Tax Permit:**

   ☒ YES – Permit # 10671718400

   ☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. **Registration with the Oklahoma Secretary of State:**

   ☐ YES – Filing # _____

   ☐ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

6. **Workers' Compensation Insurance Coverage:**

   ☒ YES – Include a certificate of insurance with the proposal.

   ☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

F Leroy Collins 5-6-24

Authorized Signature Date

ANNUAL OPEN TRENCH and BORING LABOR

SOLICITATION NO: C24-18

Line Installation Unit Pricing				6/28/2022
Bidders may submit bids on all that apply to services available.				
Description	Qty	Unit	Unit Price	Total
Mobilization Per Project		LS	500.0	
4" HD Boring		LF		
6" HD Boring		LF		
8" HD Boring		LF		
12" HD Boring		LF		
14" HD Boring		LF		
4" HD Boring rock Add		LF		
6" HD Boring Add		LF		
8" HD Boring Rock Add		LF		
12" HD Boring Rock Add		LF		
14" HD Boring Rock Add		LF		
16" Steel Casing		LF		
20" Steel Casing		LF		
16" Steel Casing Rock Add		LF		
20" Steel Casing Rock Add		LF		
4" open trench		LF	20.00	
6" open trench		LF	20.50	
8" open trench		LF	20.00	
12" open trench		LF	22.50	
14"open trench		LF	24.00	

4" open trench rock add		LF	35.00	
6" open trench rock add		LF	40.00	
8" open trench rock add		LF	45.0	
12" open trench rock add		LF	50.00	
14" open trench add		LF	55.00	
4" connection to existing main		EA	250.00	
6" connection to existing main		EA	250.00	
8" connection to existing main		EA	275.00	
12" connection to existing main		EA	325.00	
14" connection to existing main		EA	450.00	
4" cap off of existing main		EA	250.00	
6" cap off of existing main		EA	250.00	
8" call off of existing main		EA	250.00	
12" cap off of existing main		EA	250.00	
14" cap off of existing main		EA	250.00	
Installation of 2" valve and valve box		EA	250.00	
installation of 4" valve and valve box		EA	250.00	
installation of 6" valve and valve box		EA	275.00	
Installation of 8" valve and valve box		EA	300.00	
Installation of 12" valve and valve box		EA	325.00	
Installation of 14" valve and valve box		EA	350.00	
Fire hydrant installation with valve included		EA	1500.00	
2" long Taps		EA	750.0	
2" short taps		EA	500.00	
1" long Taps		EA	500.00	

1" short taps		EA	500.00	
3/4" long taps		EA	500.00	
3/4" short taps		EA	450.00	
4" Fire Line Connection to include valve and valve box		EA	1500.00	
6" Fire Line Connection to include valve and valve box		EA	2000.00	
8" Fire Line Connection to include valve and valve box		EA	2000.00	
Curb and Gutter		LF	20.00	
4" concrete repair sidewalk		SF	5.00	
4" concrete repair driveway		SF	5.00	
6" concrete repair sidewalk		SF	5.00	
6" concrete repair driveway		SF	5.00	
8" concrete repair sidewalk		SF	5.00	
8" concrete repair driveway		SF	5.00	
Asphalt patch		SF	5.00	
Traffic control		PER DAY	500.00	
Dirt work		Per Yard	500.00	
install Sod		Per Yard	500.00	
Straw/ Grass Seed		Per Yard	500.00	
Total Price				

All Materials to be provided by owner-Miami Special Utility Authority
BACTI Line test performed by the City
All Lines Must be Pressure Tested by contactor 110 PSI for 2 HRS

Signature of bidder / authorized agent: [signature]

MIAMI
City of Vision, Spirit & Opportunity

NON-COLLUSION AFFIDAVIT (C24-18)

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF Oklahoma)
) ss.
COUNTY OF Ottawa)

I, COLLINS CONST. & ROLL OFF SERVICE, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of F Leroy Collins, the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City 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 the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

   c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

   d. to any collusion with any political subdivision official or employee as to create a sole-source

acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? Circle one: Yes (NO)

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____

_____

_____

_____.

Certified this 2ND day of MAY 20 24.

COLLINS CONST CO.
Name of Company

Signature of Authorized Agent

Subscribed and sworn to before me on this 2nd day of May, 20 24.

(Seal)

OFFICIAL SEAL
JEANIE WILLIAMSON
NOTARY PUBLIC OKLAHOMA
OTTAWA COUNTY
COMM. NO. 02005949 EXP. 04-22-2026

Jeanie Williamson
Notary Public

My Commission Expires: 4-22-2026

MIAMI
City of Vision, Spirit & Opportunity

BID PROPOSAL AND QUOTE FORM

Client#: 13220 LEROYCOLL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/07/2024

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PRODUCER	CONTACT NAME: Kim McGuire
AssuredPartners of MO, LLC Beimdiek PO Box 612 Carthage, MO 64836	PHONE (A/C, No, Ext): 417 358-8421 FAX (A/C, No): E-MAIL ADDRESS: kim.mcguire@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire & Casualty Company	13021
INSURER B : National American Insurance Company	23663
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Leroy Collins
Collins Construction Co
221 S Elm St
Miami, OK 74354

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	x		60513959	03/01/2024	03/01/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY	x		60513959	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			CW53410135	03/01/2024	03/01/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Inland Marine			60513959	03/01/2024	03/01/2025	$100k Leased/Rntd Equip	

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

CERTIFICATE HOLDER

City of Miami
129 5th Ave NW
Miami, OK 74354

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Client#: 13220 LEROYCOLL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/22/2024

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

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

PRODUCER	CONTACT NAME: Kim McGuire
AssuredPartners of MO, LLC Beimdiek PO Box 612 Carthage, MO 64836	PHONE (A/C, No, Ext): 417 358-8421 FAX (A/C, No): E-MAIL ADDRESS: kim.mcguire@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire & Casualty Company	13021
INSURER B : National American Insurance Company	23663
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Leroy Collins
Collins Construction Co
221 S Elm St
Miami, OK 74354

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	X		60513959	03/01/2024	03/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / X SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X		60513959	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		CW53410135	03/01/2024	03/01/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Inland Marine			60513959	03/01/2024	03/01/2025	$100k Leased/Rntd Equip	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
MIAMI SPECIAL UTIILITY AUTHORITY IS LISTED AS ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

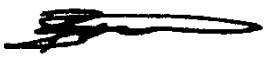
MIAMI SPECIAL UTILITY AUTHORITY

MIAMI, OK 74355

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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City Of Miami, OK – Administrative Services Department

Contract Tracking Form – Construction, purchases ↑ $50k, or Sealed Bid Requested

Effective: 12/10/2020

Form for ASD-2015-04 Contract Administration Policy

Contract # ~~CED~~ C24-18

Section I to be completed by City Project Manager (CPM)	
1. TITLE / DATE	On-Call Trench & Boring Date: 2/27/24
2. CITY PROJECT MGR & DEPT:	Dept: _____ Construction Project? [ ] Yes [ ] No Primary: Tyler Cline Secondary: Elizabeth Sanders
3. DESCRIPTION, SCHEDULE BACKGROUND, HISTORY, PURPOSE & GOALS [ ] Attach additional pages if necessary.	DESCRIPTION OF PROJECT or PURCHASE: Trench & Boring Is this a vehicle/equipment purchase? [ ] Yes [X] No Is this a state contract [ ] Yes [X] No Will it be purchased off of a dealer lot [ ] or manufactured/custom built [ ] Is there a trade-in planned? [ ] Yes [X] No If yes, discuss with purchasing agent. Is financing planned? [ ] Yes [X] No If yes, discuss with purchasing agent. Planning Commission Required: [ ] Yes [X] No Legal Dept's Initial _____.
4. PROJECT TEAM	Finance, Purchasing, MSUA _____, _____. All Department Heads advised by email [X] Yes [ ] No Proj. Manager Initials: CS
5. COST ESTIMATE	A. $ Varies [ ] Attach detailed cost estimate. B. Annual cost to use and maintain: $_____ [ ] Attach details.
6. FUNDING SOURCE(S) *Dept Hd is responsible for budgeting this item for any future fiscal year(s).*	***This Block to be Completed by Finance Dept*** [ ] City Of Miami _____ % $ _____ [ ]Lease $_____/yr for___yrs [X] MSUA _____ % $ _____ [ ] Lease $_____/yr for_____yrs [ ] Other: _____ _____ % $_____ Acct #(s): Varies Proj #: N/A Approved Capital Improvement Project: [ ] Yes [ ] No _____ Funds available as of: 5-13-24 ~~Municipal~~ Finance ~~Manager Signature~~ Date

Miami Special Utility Authority (MSUA) Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-19 With Pro Tree for High Voltage Line Clearance Tree Trimming and Tree Removal Services (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:
Pro Tree has a 3% price increase allowance per extension in the original contract. Here are the new prices with the 3% increase.

Description	Current Price	New Price
Foreman Rate	$38.11	$39.25
Trimmer / Grounds Man 1	$31.93	$32.88
Trimmer / Grounds Man 2	$31.93	$32.88
Equip 65' Bucket Trim Truck	$19.83	$20.42
Vemeer Bc1000 Gas Chipper	$ 5.62	$ 5.78

STAFFS RECOMMENDATION:

ATTACHMENT(S):
Pro Tree Management.pdf
Pro Tree Management - Tree Trimming and Tree Removal Services C24-19 06032024.pdf

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

Two of Three Allowable Extensions

WHEREAS the Miami Special Utility Authority ("MSUA") and Pro Tree Management, LLC ("Contractor") (collectively "the parties") entered a written Contract Agreement for High Voltage Line Clearance Tree Trimming and Tree Removal Services ("Contract"), numbered C24-19, on June 3, 2024; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the June 3, 2024, meeting of the Miami Special Utility Authority Board on that same date. Said agreement contained a agreed upon increased rate of three percent (3%) for the remainder of the Contract's three-year term.

WHEREAS this Amendment for Contract Renewal FY 25/26 extends the terms of Contract C24-19 for the second of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the Miami Special Utility Authority Board.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C24-19 the terms of the original Contract C24-19 will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 25/26 as follows:

1. Pursuant to recitals hereinabove, the Contract for High Voltage Line Clearance Tree Trimming and Tree Removal Services, numbered C24-19 IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027.
2. Further, pursuant to the recitals hereinabove, the rate of the Contract for High Voltage Line Clearance Tree Trimming and Tree Removal Services, numbered C24-19 IS HEREBY increased by three percent (3%) for the remainder of the Contract's three-year term.

SIGNED THIS 27th **DAY OF** May, **2026**:

Bless Parker, MSUA Chairman

Erik Stovall - Pro Tree Management, LLC

ATTEST:

Melissa Moore, City Clerk

Misty Barnes, MSUA Attorney

Pro Tree management LLC
(918) 540-4554

Pro Tree Management LLC
10070 592 Rd
Miami, OK 74354 USA
+19189192909
t.stovall13@yahoo.com

INVOICE

BILL TO
Miami Utility Deparment
129 5th Ave NW
Miami, Ok 74354

SHIP DATE 06/30/2026

INVOICE	23960
DATE	06/30/2026
TERMS	Net 30
DUE DATE	06/30/2026

	DESCRIPTION	QTY	RATE	AMOUNT
FM	Foreman	1	38.11	38.11
GM	Trimmer/ Grounds Man 1	1	31.93	31.93
GM	Trimmer/ Grounds Man 2	1	31.93	31.93
Equipment	65' Bucket Trim Truck	1	19.83	19.83
Vermeer Bc1000 Chipper	Vermeer Bc1000 Gas Chipper	1	5.62	5.62
	Current Pricing Until 6/30/26			

BALANCE DUE **$127.42**

Ways to pay

BANK PayPal venmo

View and pay

Pro Tree management LLC
(918) 540-4554

Pro Tree Management LLC
10070 592 Rd
Miami, OK 74354 USA
+19189192909
t.stovall13@yahoo.com

INVOICE

BILL TO
Miami Utility Deparment
129 5th Ave NW
Miami, Ok 74354

SHIP DATE 05/23/2026

INVOICE	23959
DATE	05/27/2026
TERMS	Net 30
DUE DATE	06/26/2026

	DESCRIPTION	QTY	RATE	AMOUNT
FM	Foreman	1	39.25	39.25
GM	Trimmer/ Grounds Man 1	1	32.88	32.88
GM	Trimmer/ Grounds Man 2	1	32.88	32.88
Equipment	65' Bucket Trim Truck	1	20.42	20.42
Vermeer Bc1000 Chipper	Vermeer Bc1000 Gas Chipper	1	5.78	5.78
	3% Increase Effective 7/1/2026			0.00

BALANCE DUE **$131.21**

Ways to pay

BANK PayPal venmo

View and pay

CONTRACT NO.: C24-19

MIAMI
City of Vision, Spirit & Opportunity

CONTRACT AGREEMENT

High Voltage Line Clearance Tree Trimming and Tree Removal Services (C24-19)

THIS CONTRACT AND AGREEMENT, made and entered into this 3rd day of June, 2024, by and between the Miami Special Utility Authority, of Miami, Oklahoma, party of the first part, hereinafter termed "Owner", and ProTree Management, LLC, party of the second part, hereinafter termed "Contractor".

WITNESSETH:
WHEREAS, the Owner has caused to be prepared, in accordance with law, certain specifications, plans, and other documents for the work hereinafter described and has approved and adopted all of said Request for Bid documents and has received proposals for furnishing materials, labor, and equipment for the indicated service.

The work shall be done in accordance with plans and specifications on file with the Miami Special Utility Authority, 129 5th NW, Miami, Oklahoma 74354, (918) 541-6685, when applicable, and as outlined and set out in the bid documents and in accordance with the terms, specifications, plans and provisions of said Contract; and,

WHEREAS, Contractor, in response to request for bids, has submitted to the Owner in the manner and at the time specified, a proposal in accordance with the terms of this Contract; and,

WHEREAS, the Owner, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above named Contractor has submitted the lowest responsible proposal on the above described project, and has duly awarded this Contract to said Contractor, for the rates stated in Contractor's bid response incorporated herein.

NOW, THEREFORE, for and is consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

(1) That this contract shall begin upon the issuance of a fully executed Notice To Proceed and conclude on June 30, 2025. It is a one (1) year contract with the option to extend three (3) additional years upon the approval of the MSUA. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet MSUA's need for such services, not to exceed a 3% increase per annual year.

(2) That the Contractor hereby agrees to furnish all tools, equipment, materials, and labor to complete the above-described service in accordance with the specifications therefore on file in the office of the Purchasing Agent of Miami, Oklahoma.

(3) That the Owner shall pay the Contractor per the terms outlined in the bid specification

for the work performed, as follows:

(a) Payment for service at the proposed rate for actual work done.

(b) Should any defective work be discovered or should a reasonable doubt arise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

(c) The Contractor's proposal is hereby made a part of this Agreement. This is to include the bid packet C24-19.

(4) That the Contractor will not undertake to perform any work not specifically authorized under the terms of this Agreement unless authorized by written work directive from the project manager; and that in the event any additions are provided by the Contractor without such authorization, the Contractor shall not be entitled to any compensation therefore whatsoever.

(5) That if any additional work is performed by the Contractor upon written authorization by the Owner, the Contractor shall be compensated therefore at the unit price quote and as agreed to by both parties in the execution of a lawful Change Order.

(6) That the Contractor shall perform the work strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the Owner through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the Contractor shall replace the work and materials without compensation therefore by the Owner.

(7) The Contractor shall furnish insurance as specified in the bid documents, which must be approved by the Owner prior to issuance of the Notice to Proceed and commencement of the work. Workers' Compensation insurance or, in the alternative, a signed affidavit of exemption is required.

(8) Compliance with Oklahoma's General Corporation Act and the Limited Liability Company Act is required before a Contract will be awarded. Each bidder representing a corporation, limited liability company, or other formal business structure, agrees to provide upon request a Federal Employer's Identification Number and proof of lawful filing with the Oklahoma Secretary of State as required by Oklahoma's General Corporation Act and the Limited Liability Company Act. (See 18 O.S. §§ 1000-1144, 2000-2060).

(9) On completion of the work, but prior to the acceptance thereof by the Owner, it shall be the duty of the project manager or designee to determine that said work has been completely and fully performed in accordance with said Contract Documents.

(10) Disputes. Each party agrees to be responsible for its own wrongful or negligent acts or omissions or those of its officers, agents, or employees arising in any way out of this Agreement to the extent permitted by law.

(11) Termination upon non-appropriation. If funds for this contract are not appropriated or are depleted, this contract will be terminated and work shall cease.

(12) The City and/or MSUA may terminate this contract at any time for any reason by giving at least thirty (30) day notice in writing to the contractor. If the contract is terminated by the City and/or MSUA as provided herein, the contractor will be paid per the terms of the agreement for the work completed as of the date of termination.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four Duplicate originals, the day and year first above written.

6/3/24

City of Miami Date
Bless Parker, Mayor

6-20-24

Contractor Date
Title: Owner

Attest:

Melissa Moore
Melissa Moore, City Clerk

6/3/24

MSUA Date
Bless Parker, Chairman

Attest:

Melissa Moore
Melissa Moore, City Clerk

Miami Special Utility Authority (MSUA) Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-09A With APAC for "As Needed" Aggregate Rock Supply (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
Aggregate Rock APAC.pdf
APAC-Central, Inc - Annual As Needed Aggregate Rock C25-09A FY 2025-2026 05202025.pdf

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

One of Three Allowable Extensions

WHEREAS the City of Miami and APAC-Central, Inc. (collectively "the parties") entered a written Contract for Annual As Needed Aggregate Rock Supply ("Contract"), numbered C25-09, on May 20, 2025; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the May 20, 2025, meeting of the City Council and Miami Special Utility Authority on that same date.

WHEREAS this Amendment for Contract Renewal FY 26/27 extends the terms of Contract C25-09 for the first of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council and Miami Special Utility Authority.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C25-09 the terms of the original Contract C25-09 will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for As Needed Aggregate Rock Supply, numbered C25-09 IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027.

SIGNED THIS 8 **DAY OF** May **, 2026:**

Bless Parker, Mayor

APAC-Central, Inc.

ATTEST:

Melissa Moore, City Clerk

Misty Barnes, City Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/20/2025

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

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

PRODUCER Liberty Mutual Insurance Co. National Insurance East 500 N 3rd St, Suite 300 Wausau, WI 54403 www.LibertyMutual.com	**CONTACT NAME:** Valerie Reece **PHONE (A/C, No, Ext):** 513-867-3822 **FAX (A/C, No):** **E-MAIL ADDRESS:** Oldcastle.certs@LibertyMutual.com
INSURED APAC-Central, Inc. (207-FAY) PO Box 9208 755 East Millsap Road Fayetteville AR 72703	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Liberty Mutual Fire Insurance Company — 23035 **INSURER B :** Liberty Insurance Corporation — 42404 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 86765096 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☑ OCCUR ✓ Primary/Non-Contributory ✓ Separation of Insured GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER:	✓	✓	TB2-C81-004095-115 XCU Coverage Included	9/1/2025	9/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $300,000 $50,000 $2,000,000 $2,000,000 $2,000,000 $
A A	**AUTOMOBILE LIABILITY** ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	✓	✓	AS2-C81-004095-125 AS2-C81-054502-525 Physical Damage only: Comprehensive Ded $10,000 Collision Ded $10,000	9/1/2025 9/1/2025	9/1/2026 9/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N — N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below		✓	WA7-C8D-004095-025 All except OH, ND, WA, WY WC7-C81-004095-015 WI, MN	9/1/2025 9/1/2025	9/1/2026 9/1/2026	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

RE: Material Street Department.
City of Miami, Miami Special Utility Authority, Oklahoma and its subsidiaries are listed as additional insured with regards to the general liability and automobile liability policies, where required by written contract.
Waiver of subrogation is included in favor of the additional insured, where required by written contract, and where applicable by law.

CERTIFICATE HOLDER

City of Miami
Miami Special Utility Authority
129 5th Ave NW
Miami OK 74354

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Valerie Reece — Valerie F. Reece

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CONTRACT NO.: C25-09A

MIAMI
City of Vision, Spirit & Opportunity

CONTRACT

ANNUAL "AS NEEDED" AGGREGATE ROCK (C25-09)

This Contract is made this 20th day of May, 2025, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, (for the use by the City and its subsidiaries) and APAC-Central, Inc. ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. Contract Term, Renewal Option, and Price Increases. Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30th, 2026. Thereafter, the City, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the CITY's need for such service. Price increases, if requested by the CONTRACTOR, will be considered only in conjunction with the exercise of any annual renewal option by the CITY and must be based upon material cost ONLY. Documentation of the price increase(s) is required. Prices can only escalate after review of supporting documentation and upon written agreement of both parties.

2. Termination Prior to End of Contract Term. Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. Insurance and Indemnity. The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma and its subsidiaries as an additional insured and having aggregate limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. **General Provisions.** The following general provisions shall apply to this Contract:

   a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

   b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

   c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

   d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

   e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

   f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

   g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

   h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

   i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

   j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

   k. **Survival.** All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

Bless Parker, Mayor

COMPANY

ATTEST:

~~Melissa Moore, City Clerk~~

Molly Olson, Admin to City Manager

Misty Barnes, City Attorney

Bless Parker, MSUA Chairman

COMPANY

ATTEST:

~~Melissa Moore, City Clerk~~

Molly Olson, Admin to City Manager

Misty Barnes, MSUA Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/16/2025

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

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

PRODUCER	CONTACT NAME: Valerie Reece	
Liberty Mutual Insurance Co. National Insurance East 500 N 3rd St, Suite 300 Wausau, WI 54403	PHONE (A/C, No, Ext): 513-867-3822	FAX (A/C, No):
	E-MAIL ADDRESS: Oldcastle.certs@LibertyMutual.com	
www.LibertyMutual.com	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURED	INSURER B : Liberty Insurance Corporation	42404
APAC-Central, Inc. (207-FAY) PO Box 9208 755 East Millsap Road Fayetteville AR 72703	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 85784986 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY	✓	✓	TB2-C81-004095-114	9/1/2024	9/1/2025	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE ✓ OCCUR			XCU Coverage Included			DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	✓ Primary/Non-Contributory						MED EXP (Any one person)	$50,000
	✓ Separation of Insured						PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY ✓ PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	✓	✓	AS2-C81-004095-124	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
A	OWNED AUTOS ONLY / SCHEDULED AUTOS			AS2-C81-054502-524	9/1/2024	9/1/2025	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			Physical Damage only:			PROPERTY DAMAGE (Per accident)	$
				Comprehensive Ded $10,000				$
				Collision Ded $10,000				
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		✓	WA7-C8D-004095-024	9/1/2024	9/1/2025	✓ PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / N/A			All except OH, ND, WA, WY			E.L. EACH ACCIDENT	$1,000,000
B	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC7-C81-004095-014	9/1/2024	9/1/2025	E.L. DISEASE - EA EMPLOYEE	$1,000,000
				WI, MN			E.L. DISEASE - POLICY LIMIT	$1,000,000

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

RE: Material Street Department.
City of Miami, Miami Special Utility Authority, Oklahoma and its subsidiaries are listed as additional insured with regards to the general liability and automobile liability policies, where required by written contract.
Waiver of subrogation is included in favor of the additional insured, where required by written contract, and where applicable by law.

CERTIFICATE HOLDER

City of Miami
Miami Special Utility Authority
129 5th Ave NW
Miami OK 74354

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Valerie Reece

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C25-09

ANNUAL BID FOR AGGREGATE "AS NEEDED"

APAC-CENTRAL, INC.

QUOTE PACKET

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SOLICITATION

Solicitation #: C25-09

Solicitation Issue Date: March 21st, 2025

Solicitation Type: Formal Bid

Title: ANNUAL BID FOR AGGREGATE "AS NEEDED"

Brief Description: The City of Miami is seeking sealed bids for non-exclusive, as-needed aggregate for all facilities owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Response Due Date: April 17th, 2025

Time: 10 A.M.

Issued By Purchasing Agent, Brian Brassfield

RETURN SEALED BID TO:

Brian Brassfield – Purchasing Agent
City of Miami
129 5th AVE NW
MIAMI, OK 74354

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INSTRUCTIONS TO BIDDERS

SEALED BIDS Bidders are invited to submit a bid to the City of Miami in a sealed envelope which is **clearly marked with the solicitation number and the name and address of the bidder**, to perform all work necessary to comply with the specifications and conditions contained herein.

BRIEF DESCRIPTION OF OPPORTUNITY for non-exclusive, as-needed aggregate for all facilities owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority. A response to this solicitation for bids will consist of specifying the rates the Bidder will charge the City of Miami for the specified materials. The amounts must be included in the proposer's response to this solicitation for bids as evidenced by completion of the Bid Form for C25-09 and returning it to the City Purchasing Agent by 10 A.M. April 17th, 2025, along with all other required documents cited herein.

INTERPRETATION OF CONTRACT DOCUMENTS Questions regarding documents, discrepancies, omissions, or intent of the scope/specifications shall be submitted in writing to the City through the Purchasing Agent at least seven (7) days prior to opening of bids to provide time for issuing and forwarding an addendum to the Solicitation packet. Any interpretation of the contract documents will be made only by addendum duly issued or delivered by the City of Miami to each person receiving a set of documents. The City of Miami will not be responsible for any other explanations or interpretation of the contract documents.

USE FORMS PROVIDED; OTHER DOCUMENTS Bids must be returned on forms provided in a sealed envelope. When submitting additional information, please do so on additional paper. The following must be provided with the response:

- Bidder's Response Sheet (*Pages 17*)
- Bid Form (*embedded within SCOPE, SPECIFICATIONS, AND REQUIREMENTS on Pages 5-10*)
- Non-Collusion Affidavit (*Pages 15-16)*
- W-9

WITHDRAWAL OF BIDS Any bids may be withdrawn at any time prior to the hour fixed in the solicitation for sealed bids for the opening of bids, provided that a request in writing, executed by the bidder, or the bidder's duly authorized representative, for the withdrawal of such bid is filed with the City prior to the time specified for opening of bids. The withdrawal of such bid will not prejudice the right of a bidder to file a new bid.

PENALTY FOR COLLUSION If at any time it shall be found that the person, firm or corporation to whom the contract has been awarded has, in presenting any bid, colluded with any other party or parties, then the contract so awarded shall be null and void, and the bidder/Contractor shall be liable to the City for all loss or damage which the City may suffer thereby, and the City may advertise for new bids for said work.

LICENSE Each Bidder shall possess such State and local license(s) as are required by law, and shall furnish copies of the same with its bid. Upon request, the successful Contractor shall furnish proof that any such license(s) continue in effect during the entire term of the contract.

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TITLE 18 COMPLIANCE To the extent applicable, Compliance with Oklahoma's General Corporation Act and the Limited Liability Company Act is required before a Contract will be awarded. Each bidder representing a corporation, limited liability company, or other formal business structure, agrees to provide upon request a Federal Employer's Identification Number and proof of lawful filing with the Oklahoma Secretary of State as required by Oklahoma's General Corporation Act and the Limited Liability Company Act. (See 18 O.S. §§ 1000-1144, 2000-2060).

LIABILITY INSURANCE The award of any contract is conditioned upon the successful Contractor's submission of a Certificate of Liability Insurance reflecting coverage of the type(s) and in the amount(s) set forth in the contract form and naming the City of Miami as an additional insured on the policy/ies.

OPENING OF BIDS Bids will be opened and recorded at the time and place indicated in the solicitation for sealed bids. Bidders or their agents are invited to be present.

ACCEPTANCE AND REJECTION OF BIDS The City of Miami reserves the right to accept the bid which, in its judgment is the best offer, to reject any or all bids, and to waive irregularities or informalities at its discretion.

AWARD OF CONTRACT The award of any contract will be made to the bidder offering the best value and having provided the necessary insurance and other documents required per the solicitation for bids and these Instructions. It is anticipated that approval will be received within 30 days of opening of bids. In the event that the approvals are not received, or the City of Miami cannot award or reject said bids within 60 days from the date of opening bids, participants shall have the right to withdraw their bids on written notice to the City.

EXECUTION OF CONTRACT The contract executed by the successful Contractor, together with the required proof of insurance and other documents, shall be returned to the purchasing agent within 10 days from and after the date of the award of the contract.

FAILURE TO EXECUTE AGREEMENT AND PROVIDE PROOF OF INSURANCE Failure of a successful Contractor to execute the agreement and submit the required proof(s) of insurance within the required time shall be just cause for the annulment of the award. Upon annulment of an award as aforesaid, the City may then award the contract to the bidder offering the next best bid.

UTILITY MANHOLES/VALVES If and when the lowering or raising of manholes or valves is necessary or incidental to performance of any part of the contract, it shall be the responsibility of the Contractor to notify the Public Works Director in advance of such action.

LOCATING UNDERGROUND UTILITIES If and when necessary or incidental to performance of the contract, it shall be the responsibility of the Contractor to call OKIE before digging. To submit a locate request by phone, dial 811 or 1(800)522-OKIE. Contractor shall call OKIE prior to any excavation. It is the Contractor's responsibility to locate and preserve all utilities. The City shall not be responsible for or pay for any damage caused by the Contractor to any utility above or below ground. All damage to City's utilities will be billed to Contractor at a reasonable rate. This will cover the material and manpower of the repair.

PAYMENT Payment requests shall be submitted in the form of a detailed invoice provided on a monthly basis by the Contractor to the City of Miami. An authorized representative of the City will sign such invoice if satisfied with the work or product reflected therein. The invoice will then be submitted to Finance and set for approval at the next meeting of the City Council. Upon approval by the Council, a check will be issued to the Contractor.

FINAL PAYMENT – LIEN RELEASE The final payment request of any 1-year term of the contract shall include a signed lien release on the form provided, for all work performed or product provided pursuant to the contract.

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LEGAL CONTRACT A submitted bid constitutes a legal offer, and any bid, when accepted by the City, shall constitute an enforceable contract.

The contract resulting from this solicitation shall include the following documents:

- Solicitation, including these Instructions and the Contract, as amended (if applicable); and
- Successful bid (including required certifications), to the extent the bid does not conflict with the scope/specifications or anything in the Solicitation

Collectively, the documents comprising the contract shall be referred to as the "Contract Documents".

EMPLOYMENT RELATIONSHIP The contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the City of Miami. The Contractor's employees shall not be considered employees of the City of Miami for any purpose, and accordingly shall not be eligible for rights or benefits accruing to City employees; nor shall the City be responsible with respect to Contractor or Contractor's employees for any Workers' Compensation benefits or other benefits required under state or federal law.

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SCOPE, SPECIFICATIONS, AND REQUIREMENTS

(BID RESPONSE SHEET EMBEDDED)

The purpose of this solicitation to receive sealed bids to enter into a contract for:

ANNUAL BID FOR "AS NEEDED" AGGREGATE ROCK SUPPLY (C25-09)

Project Details: The City of Miami is seeking sealed bids for non-exclusive, as-needed aggregate for all facilities owned or within the control of the City of Miami and any of its subsidiaries, including but not limited to the Miami Special Utility Authority.

Bids should be stated in terms of cost per ton. There are no guaranteed quantities to be purchased. All aggregate will be purchased on an "as needed" basis.

SPECIFICATIONS AND REQUIREMENTS

DELIVERY TO BE COMPLETED WITHIN TEN (10) WORKING DAYS AFTER RECEIPT OF ORDER UNLESS OTHER REQUIRMENTS ARE NECESSARY DUE TO SPECIFIC PROJECT CONSTRAINTS.

ITEM 1 - BASE LIMESTONE

A. **CRUSHER RUN OKLAHOMA CLASS "A" 1 ¼" CRUSHED LIMESTONE BASE ROCK**, MUST BE CLEAN, NO CLAY, SLATE OR SHALE.

BID 1A: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 10.50

PRICE PER TON WRITTEN OUT: Ten and 50/100

BID 2A: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 8.75

PRICE PER TON WRITTEN OUT: Eight and 75/100

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B. **CRUSHER RUN OKLAHOMA CLASS "A" 3" CRUSHED LIMESTONE BASE ROCK,** MUST BE CLEAN, NO CLAY, SLATE OR SHALE.

BID 1B: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 10.50

PRICE PER TON WRITTEN OUT: Ten and 50/100

BID 2B: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 8.75

PRICE PER TON WRITTEN OUT: Eight and 75/100

ITEM 2 – AG BASE LIMESTONE

C. **AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), CRUSHED AG BASE ROCK.**

BID 1C: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 11.00

PRICE PER TON WRITTEN OUT: Eleven and 00/100

BID 2C: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 8.75

PRICE PER TON WRITTEN OUT: Eight and 75/100

ITEM 3 – WASHED CHIP LIMESTONE

D. **AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 1/4 WASHED CHIPS.**

BID 1D: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ _____

PRICE PER TON WRITTEN OUT: _____

BID 2D: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ _____

PRICE PER TON WRITTEN OUT: _____

E. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 3/8 WASHED CHIPS.

BID 1E: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 14.25

PRICE PER TON WRITTEN OUT: Fourteen and 25/100

BID 2E: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 8.75

PRICE PER TON WRITTEN OUT: Eight and 75/100

ITEM 4 – CLEAN LIMESTONE

F. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 1/2 CLEAN ROCK.

BID 1F: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ _____

PRICE PER TON WRITTEN OUT: _____

BID 2F: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ _____

PRICE PER TON WRITTEN OUT: _____

G. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 3/4 CLEAN ROCK.

BID 1G: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 14.00

PRICE PER TON WRITTEN OUT: Fourteen and 00/100

BID 2G: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 8.75

PRICE PER TON WRITTEN OUT: Eight and 75/100

H. **AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 1 1/2 CLEAN ROCK.** #57

BID 1H: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 13.25

PRICE PER TON WRITTEN OUT: Thirteen and 25/100

BID 2H: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 8.75

PRICE PER TON WRITTEN OUT: Eight and 75/100

ITEM 7 – LATERAL ROCK

I. **2 ½" TO 1 ½" LATERAL ROCK.** NO FINES Marble Rock 1 1/2" Clean

BID 1I: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 12.25

PRICE PER TON WRITTEN OUT: Twelve and 25./100

BID 2I: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 8.75

PRICE PER TON WRITTEN OUT: Eight and 75/100

ITEM 8 – GABION LIMESTONE

J. **AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), GABION ROCK 3" TO 5"** 6" Rip Rap

BID 1J: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 21.50

PRICE PER TON WRITTEN OUT: Twenty-one and 50/100

BID 2J: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 9.75

PRICE PER TON WRITTEN OUT: Nine and 75/100

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ITEM 9 – RIP RAP LIMESTONE

K. **12" ODOT RIP RAP STATE OF OKLAHOMA SPECIFICATIONS (2019).**

BID 1K: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 21.50

PRICE PER TON WRITTEN OUT: Twenty-one and 50/100

BID 2K: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 9.75

PRICE PER TON WRITTEN OUT: Nine and 75/100

ITEM 10 – PUG-MILLED LIMESTONE

L. **AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), PUG-MILLED LIMESTONE BASE ROCK**. THE MIXTURE UNIT SHALL BE CAPABLE OF PRODUCING A CONSTANT UNIFORM MIXTURE.

BID 1L: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 11.00

PRICE PER TON WRITTEN OUT: Eleven and 00/100

BID 2L: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 8.75

PRICE PER TON WRITTEN OUT: Eight and 75/100

ITEM 11 – LIMESTONE SCREENING FINES

M. **AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), LIMESTONE SCREENING FINES.**

BID 1M: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 10.50

PRICE PER TON WRITTEN OUT: Ten and 50/100

BID 2M: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 8.75

PRICE PER TON WRITTEN OUT: Eight and 75/100

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Vendor Name: Apac-Central, Inc.

Fuel Surcharge

Attached below is an Adjustment for Market Cost (Diesel) of Fuel Chart. Suppliers are to complete Fuel Surcharge (Per Ton). This is a set rate – price per Ton. It is not a percentage rate. If fuel reaches ranges listed then the successful vendors will be allowed to add a Fuel Surcharge to their invoices. If fuel costs drop dramatically, the City of Miami reserves the right to renegotiate all pricing including Fuel Surcharges.

ADJUSTMENT FOR MARKET COST OF FUEL (DIESEL)

Cost Per Gallon	Delivery – Per Ton
$4.00 & Below	No Charge
$4.01 - $4.25	
$4.26 - $4.50	
$4.51 - $4.75	
$4.76 - $5.00	
$5.01 - $5.25	
$5.26 - $5.50	
$5.51 - $5.75	
$5.76 - $6.00	
$6.01 - $6.25	
$6.26 - $6.50	
$6.51 - $6.75	

Pricing submitted with Solicitation
BID #C25-09 ANNUAL -FOR AGGREGATE ROCK

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CONTRACT

ANNUAL "AS NEEDED" AGGREGATE ROCK (C25-09)

This Contract is made this _____ day of _____, 2025, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, (for the use by the City and its subsidiaries) and _____ ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. Contract Term, Renewal Option, and Price Increases. Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30th, 2026. Thereafter, the City, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the CITY's need for such service. Price increases, if requested by the CONTRACTOR, will be considered only in conjunction with the exercise of any annual renewal option by the CITY and must be based upon material cost ONLY. Documentation of the price increase(s) is required. Prices can only escalate after review of supporting documentation and upon written agreement of both parties.

2. Termination Prior to End of Contract Term. Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. Insurance and Indemnity. The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma and its subsidiaries as an additional insured and having aggregate limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

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4. **General Provisions.** The following general provisions shall apply to this Contract:

   a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

   b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

   c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

   d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

   e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

   f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

   g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

   h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

   i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

   j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

   k. **Survival.** All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

City of Miami Date

Bless Parker, Mayor

Contractor 4-8-25 Date

Title: Account Manager

Attest:

Melissa Moore, City Clerk

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NON-COLLUSION AFFIDAVIT

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF Oklahoma)
) ss.
COUNTY OF Ottawa)

I, Jeff Miller, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of Apac-Central, Inc., the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City 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 the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

   c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

   d. to any collusion with any political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

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B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? **Circle one: Yes / No**

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____

_____

_____

_____.

Certified this 1st day of April 20 25.

Apac-Central, Inc.
Name of Company

Signature of Authorized Agent

Subscribed and sworn to before me on this 1st day of April, 20 25.

(Seal)

DEBORAH C. MARTIN NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA EXPIRES 1-25-2026 COMMISSION #02000542

Notary Public

My Commission Expires:

1/25/26

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BIDDER RESPONSE SHEET

1. **RE: Solicitation No.** C25-09

2. **Bidder General Information:**

   FEI/SSN: 58-1401469

   Company Name: Apac-Central, Inc.

3. **Bidder Contact Information**:

   Address: 4608 S Garnett Rd, Suite 600

   City: Tulsa State: OK Zip Code: 74146

   Contact Name: Jeff Miller Title: Account Manager

   Phone # 918-438-2020 Fax # 918-556-2221

   Email: jeff.miller@apac.com Website: _____

4. **Oklahoma Sales Tax Permit:**

   ☒ YES – Permit # 000676

   ☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. **Registration with the Oklahoma Secretary of State:**

   ☒ YES – Filing # 2300353831

   ☐ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

6. **Workers' Compensation Insurance Coverage:**

   ☒ YES – Include a certificate of insurance with the proposal.

   ☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

Authorized Signature

April, 1 2025

Date

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/27/2025

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

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

PRODUCER
Liberty Mutual Insurance Co. National Insurance East
500 N 3rd St, Suite 300
Wausau, WI 54403

www.LibertyMutual.com

CONTACT NAME: Valerie Reece
PHONE (A/C, No, Ext): 513-867-3822 **FAX (A/C, No):**
E-MAIL ADDRESS: Oldcastle.certs@LibertyMutual.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Liberty Insurance Corporation	42404
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
APAC-Central, Inc. (207-FAY)
PO Box 9208
755 East Millsap Road
Fayetteville AR 72703

COVERAGES **CERTIFICATE NUMBER:** 84572265 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY			TB2-C81-004095-114	9/1/2024	9/1/2025	EACH OCCURRENCE	$2,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	✓ Primary/Non-Contributory			XCU Coverage Included			MED EXP (Any one person)	$50,000
	✓ Separation of Insured						PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	☐ POLICY ✓ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY			AS2-C81-004095-124	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
A	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS			AS2-C81-054502-524	9/1/2024	9/1/2025	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			Physical Damage only:			PROPERTY DAMAGE (Per accident)	$
				Comprehensive Ded $10,000				$
				Collision Ded $10,000				
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WA7-C8D-004095-024	9/1/2024	9/1/2025	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		All except OH, ND, WA, WY			E.L. EACH ACCIDENT	$1,000,000
B	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC7-C81-004095-014	9/1/2024	9/1/2025	E.L. DISEASE - EA EMPLOYEE	$1,000,000
				WI, MN			E.L. DISEASE - POLICY LIMIT	$1,000,000

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

CERTIFICATE HOLDER

City of Miami
129 5th Ave NW
Miami OK 74354

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Valerie Reece

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Miami Special Utility Authority (MSUA) Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-09B With Collins Construction for "As Needed" Aggregate Rock Supply (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
Ag Rock Collins IMG_20260511_0002.pdf
Collins Construction Company - Annual As Needed Aggregate Rock C25-09B FY 2025-2026 05202025.pdf

MIAMI
City of Vision, Spirit & Opportunity

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

One of Three Allowable Extensions

WHEREAS the City of Miami and Collins Construction Company (collectively "the parties") entered a written Contract for Annual As Needed Aggregate Rock Supply ("Contract"), numbered C25-09, on May 20, 2025; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the May 20, 2025, meeting of the City Council and Miami Special Utility Authority on that same date.

WHEREAS this Amendment for Contract Renewal FY 26/27 extends the terms of Contract C25-09 for the first of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council and Miami Special Utility Authority.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C25-09 the terms of the original Contract C25-09 will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for As Needed Aggregate Rock Supply, numbered C25-09 IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027.

SIGNED THIS ____ DAY OF _____, 2026:

_____
Bless Parker, Mayor

_____
Collins Construction Company

ATTEST:

_____
Melissa Moore, City Clerk

_____
Misty Barnes, City Attorney

CONTRACT NO.: C25-09B

MIAMI
City of Vision, Spirit & Opportunity

CONTRACT

ANNUAL "AS NEEDED" AGGREGATE ROCK (C25-09)

This Contract is made this 20th day of May, 2025, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, (for the use by the City and its subsidiaries) and Collins Construction Company ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. **Contract Term, Renewal Option, and Price Increases.** Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30th, 2026. Thereafter, the City, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the CITY's need for such service. Price increases, if requested by the CONTRACTOR, will be considered only in conjunction with the exercise of any annual renewal option by the CITY and must be based upon material cost ONLY. Documentation of the price increase(s) is required. Prices can only escalate after review of supporting documentation and upon written agreement of both parties.

2. **Termination Prior to End of Contract Term.** Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. **Insurance and Indemnity.** The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma and its subsidiaries as an additional insured and having aggregate limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. **General Provisions.** The following general provisions shall apply to this Contract:

a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

k. **Survival.** All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

Bless Parker, Mayor

COMPANY

ATTEST:

~~Melissa Moore, City Clerk~~
Molly Olson, Admin to City Manager

Misty Barnes, City Attorney

Bless Parker, MSUA Chairman

COMPANY

ATTEST:

~~Melissa Moore, City Clerk~~
Molly Olson, Admin to City Manager

Misty Barnes, MSUA Attorney

Client#: 13220 LEROYCOLL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/12/2025

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

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

PRODUCER	CONTACT NAME: Kim McGuire
AssuredPartners of MO, LLC Beimdiek PO Box 612 Carthage, MO 64836	PHONE (A/C, No, Ext): 417 358-8421 FAX (A/C, No): E-MAIL ADDRESS: kim.mcguire@assuredpartners.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Leroy Collins; Collins Construction Company & Roll Off Service LLC 221 S Elm St Miami, OK 74354	INSURER A : United Fire & Casualty Company	13021
	INSURER B : National American Insurance Company	23663
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		60513959	03/01/2025	03/01/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X		60513959	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			CW53410235	03/01/2025	03/01/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory In NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	INLAND MARINE			60513959	03/01/2025	03/01/2026	$100k Lsd/Rntd Equipm	

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

CERTIFICATE HOLDER	CANCELLATION
City of Miami 129 5th Ave NW Miami, OK 74354 (MSUA 129 5TH AVE NW MIAMI, OK.)	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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C25-09

ANNUAL BID FOR AGGREGATE
"AS NEEDED"

COLLINS CONSTRUCTION COMPANY

QUOTE PACKET

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SCOPE, SPECIFICATIONS, AND REQUIREMENTS

(BID RESPONSE SHEET EMBEDDED)

The purpose of this solicitation to receive sealed bids to enter into a contract for:

ANNUAL BID FOR "AS NEEDED" AGGREGATE ROCK SUPPLY (C25-09)

Project Details: The City of Miami is seeking sealed bids for non-exclusive, as-needed aggregate for all facilities owned or within the control of the City of Miami and any of its subsidiaries, including but not limited to the Miami Special Utility Authority.

Bids should be stated in terms of cost per ton. There are no guaranteed quantities to be purchased. All aggregate will be purchased on an "as needed" basis.

SPECIFICATIONS AND REQUIREMENTS

DELIVERY TO BE COMPLETED WITHIN TEN (10) WORKING DAYS AFTER RECEIPT OF ORDER UNLESS OTHER REQUIRMENTS ARE NECESSARY DUE TO SPECIFIC PROJECT CONSTRAINTS.

ITEM 1 - BASE LIMESTONE

A. **CRUSHER RUN OKLAHOMA CLASS "A" 1 ¼" CRUSHED LIMESTONE BASE ROCK**, MUST BE CLEAN, NO CLAY, SLATE OR SHALE.

BID 1A: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ NO BID

PRICE PER TON WRITTEN OUT: _____

BID 2A: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 19.50

PRICE PER TON WRITTEN OUT: Nineteen dollars and fifty cents

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B. CRUSHER RUN OKLAHOMA CLASS "A" 3" CRUSHED LIMESTONE BASE ROCK, MUST BE CLEAN, NO CLAY, SLATE OR SHALE.

BID 1B: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

BID 2B: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $19.50

PRICE PER TON WRITTEN OUT: Nineteen dollars and fifty cents

ITEM 2 – AG BASE LIMESTONE

C. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), CRUSHED AG BASE ROCK.

BID 1C: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

BID 2C: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $20.70

PRICE PER TON WRITTEN OUT: Twenty dollars and Seventy cents

ITEM 3 – WASHED CHIP LIMESTONE

D. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 1/4 WASHED CHIPS.

BID 1D: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

BID 2D: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

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E. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 3/8 WASHED CHIPS.

BID 1E: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

BID 2E: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

ITEM 4 – CLEAN LIMESTONE

F. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 1/2 CLEAN ROCK.

BID 1F: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

BID 2F: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $23.40

PRICE PER TON WRITTEN OUT: Twenty three dollars and forty cents

G. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 3/4 CLEAN ROCK.

BID 1G: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

BID 2G: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $23.40

PRICE PER TON WRITTEN OUT: Twenty three dollars and forty cents

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H. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 1 1/2 CLEAN ROCK.

BID 1H: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

BID 2H: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $22.50

PRICE PER TON WRITTEN OUT: twenty two dollars and twenty five cents

ITEM 7 – LATERAL ROCK

I. 2 ½" TO 1 ½" LATERAL ROCK. NO FINES

BID 1I: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

BID 2I: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

ITEM 8 – GABION LIMESTONE

J. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), GABION ROCK 3" TO 5"

BID 1J: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

BID 2J: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $21.90

PRICE PER TON WRITTEN OUT: Twenty one dollars and ninty cents

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ITEM 9 – RIP RAP LIMESTONE

K. 12" ODOT RIP RAP STATE OF OKLAHOMA SPECIFICATIONS (2019).

BID 1K: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

BID 2K: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

ITEM 10 – PUG-MILLED LIMESTONE

L. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), PUG-MILLED LIMESTONE BASE ROCK. THE MIXTURE UNIT SHALL BE CAPABLE OF PRODUCING A CONSTANT UNIFORM MIXTURE.

BID 1L: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

BID 2L: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

ITEM 11 – LIMESTONE SCREENING FINES

M. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), LIMESTONE SCREENING FINES.

BID 1M: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

BID 2M: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $17.80

PRICE PER TON WRITTEN OUT: seventeen dollars and eighty cents

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Vendor Name: Ty Cat

Fuel Surcharge

Attached below is an Adjustment for Market Cost (Diesel) of Fuel Chart. Suppliers are to complete Fuel Surcharge (Per Ton). This is a set rate – price per Ton. It is not a percentage rate. If fuel reaches ranges listed then the successful vendors will be allowed to add a Fuel Surcharge to their invoices. If fuel costs drop dramatically, the City of Miami reserves the right to renegotiate all pricing including Fuel Surcharges.

ADJUSTMENT FOR MARKET COST OF FUEL (DIESEL)

Cost Per Gallon	Delivery – Per Ton
$4.00 & Below	**No Charge**
$4.01 - $4.25	no charge
$4.26 - $4.50	
$4.51 - $4.75	
$4.76 - $5.00	
$5.01 - $5.25	
$5.26 - $5.50	
$5.51 - $5.75	
$5.76 - $6.00	
$6.01 - $6.25	
$6.26 - $6.50	
$6.51 - $6.75	no charge

Pricing submitted with Solicitation
BID #C25-09 ANNUAL -FOR AGGREGATE ROCK

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NON-COLLUSION AFFIDAVIT

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF Oklahoma)
) ss.
COUNTY OF Ottawa)

I, F Leroy Collins, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of Collins Construction Co, the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City 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 the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

   c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

   d. to any collusion with any political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

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B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? **Circle one: Yes / No**

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____

_____

_____

_____.

Certified this _____ day of _____ 20 _____.

Collins Construction Co
Name of Company

Signature of Authorized Agent

Subscribed and sworn to before me on this 15th day of April, 2025.

(Seal)

OFFICIAL SEAL
JEANIE WILLIAMSON
NOTARY PUBLIC OKLAHOMA
OTTAWA COUNTY
COMM. NO. 02005949 EXP. 04-22-2026

Notary Public

My Commission Expires:

4-22-26

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City of Vision, Spirit & Opportunity

BIDDER RESPONSE SHEET

1. **RE: Solicitation No.** C25 09

2. **Bidder General Information:**

FEI/SSN: 73-1306264 Supplier ID: _____

Company Name: Collins Construction Co

3. **Bidder Contact Information**:

Address: 221 So Elm St

City: Miami State: Okla Zip Code: 74354

Contact Name: Leroy Collins Title: Owner

Phone # 918 542 6657 Fax # _____

Email: leroy221elm@gmail.com Website: collinsrolloff.com

4. **Oklahoma Sales Tax Permit:**

☒ YES – Permit # 10671718400

☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. **Registration with the Oklahoma Secretary of State:**

☐ YES – Filing # _____

☐ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

6. **Workers' Compensation Insurance Coverage:**

☒ YES – Include a certificate of insurance with the proposal.

☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

Authorized Signature

4-15-25
Date

66

Client#: 13220 LEROYCOLL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/10/2025

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

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

PRODUCER	CONTACT NAME: Kim McGuire
AssuredPartners of MO, LLC Beimdiek PO Box 612 Carthage, MO 64836	PHONE (A/C, No, Ext): 417 358-8421 FAX (A/C, No): E-MAIL ADDRESS: kim.mcguire@assuredpartners.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Leroy Collins; Collins Construction Company & Roll Off Service LLC 221 S Elm St Miami, OK 74354	INSURER A : United Fire & Casualty Company	13021
	INSURER B : National American Insurance Company	23663
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		60513959	03/01/2025	03/01/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY	X		60513959	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			CW53410235	03/01/2025	03/01/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	INLAND MARINE			60513959	03/01/2025	03/01/2026	$100k Lsd/Rntd Equipm	

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

CERTIFICATE HOLDER

City of Miami
129 5th Ave NW
Miami, OK 74354

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

COLLINS CONSTRUCTION CO

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

221 SO ELM ST

Requester's name and address (optional)

6 City, state, and ZIP code

MIAMI OK 74354

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	3	–	1	3	0	6	2	6	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** F Leroy Collins **Date** 3-12-25 ype text here

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Miami Special Utility Authority (MSUA) Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-09C With Kemp Stone for "As Needed" Aggregate Rock Supply (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:
See Price Increase (Attached). New price will be circled by line item.

STAFFS RECOMMENDATION:

ATTACHMENT(S):
Kemp Stone Company Inc. C25-09 Aggregate Rock , Amendment 1 Leg Rev.docx
Kemp Stone- Annual As Needed Aggregate Rock C25-09C FY 2025-2026 05202025.pdf
KSF_20260626_123331.pdf

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

One of Three Allowable Extensions

WHEREAS the City of Miami and Kemp Stone. (collectively "the parties") entered a written Contract for Annual As Needed Aggregate Rock Supply ("Contract"), numbered C25-09, on May 20, 2025; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the May 20, 2025, meeting of the City Council and Miami Special Utility Authority on that same date.

WHEREAS this Amendment for Contract Renewal FY 26/27 extends the terms of Contract C25-09 for the first of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council and Miami Special Utility Authority.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C25-09 the terms of the original Contract C25-09 will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for As Needed Aggregate Rock Supply, numbered C25-09 IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027.

SIGNED THIS ____ DAY OF _____, 2026:

_____	_____
Bless Parker, Mayor	Kemp Stone
ATTEST:	
_____	_____
Melissa Moore, City Clerk	Misty Barnes, City Attorney

CONTRACT NO.: C25-09c

MIAMI
City of Vision, Spirit & Opportunity

CONTRACT

ANNUAL "AS NEEDED" AGGREGATE ROCK (C25-09)

This Contract is made this 20th day of May, 2025, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, (for the use by the City and its subsidiaries) and Kemp Stone ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. **Contract Term, Renewal Option, and Price Increases.** Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30th, 2026. Thereafter, the City, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the CITY's need for such service. Price increases, if requested by the CONTRACTOR, will be considered only in conjunction with the exercise of any annual renewal option by the CITY and must be based upon material cost ONLY. Documentation of the price increase(s) is required. Prices can only escalate after review of supporting documentation and upon written agreement of both parties.

2. **Termination Prior to End of Contract Term.** Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. **Insurance and Indemnity.** The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma and its subsidiaries as an additional insured and having aggregate limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. **General Provisions.** The following general provisions shall apply to this Contract:

   a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

   b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

   c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

   d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

   e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

   f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

   g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

   h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

   i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

   j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

   k. **Survival.** All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

Bless Parker, Mayor

COMPANY

ATTEST:

~~Melissa Moore, City Clerk~~

Molly Olson, Admin to City Manager

Misty Barnes, City Attorney

Bless Parker, MSUA Chairman

COMPANY

ATTEST:

~~Melissa Moore, City Clerk~~

Molly Olson, Admin to City Manager

Misty Barnes, MSUA Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/18/2025

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

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

PRODUCER Brown & Brown Insurance Services, Inc. 208 North Mill St Pryor OK 74361	CONTACT NAME: Regina Musich PHONE (A/C, No, Ext): (918) 825-3295 FAX (A/C, No): (888) 296-5431 E-MAIL ADDRESS: Regina.Musich@bbrown.com
INSURED Kemp Stone, Inc. P.O. Box 968 Pryor OK 74362	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: BITCO General Insurance Corporation — 20095 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL2462586604 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		CLP3745491	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		CAP3745490	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y		CUP3745487	07/01/2024	07/01/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC3745489	07/01/2024	07/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Equipment Floater			CLP3745492	07/01/2024	07/01/2025	Leased & Rented Equipment	$375,000

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

City of Miami and Miami Special Utility Authority are additional insured in regard to General and Auto Liability as required by written contract. Umbrella is follow form.

CERTIFICATE HOLDER

City of Miami
Miami Special Utility Auth.
PO Box 1288
Miami OK 74355

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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C25-09

ANNUAL BID FOR AGGREGATE "AS NEEDED"

KEMP STONE

QUOTE PACKET

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MIAMI
City of Vision, Spirit & Opportunity

SOLICITATION

Solicitation #: C25-09

Solicitation Issue Date: March 21st, 2025

Solicitation Type: Formal Bid

Title: ANNUAL BID FOR AGGREGATE "AS NEEDED"

Brief Description: The City of Miami is seeking sealed bids for non-exclusive, as-needed aggregate for all facilities owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Response Due Date: April 17th, 2025

Time: 10 A.M.

Issued By Purchasing Agent, Brian Brassfield

RETURN SEALED BID TO:

Brian Brassfield – Purchasing Agent
City of Miami
129 5th AVE NW
MIAMI, OK 74354

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MIAMI
City of Vision, Spirit & Opportunity

NON-COLLUSION AFFIDAVIT

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF Oklahoma)
) ss.
COUNTY OF Mayes)

I, Devon Jennings, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of Kemp Stone, the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City 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 the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

   c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

   d. to any collusion with any political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

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B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? **Circle one: Yes / No**

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____

_____

_____

_____.

Certified this _____ day of _____ 20 ____.

Kemp Stone
Name of Company

Signature of Authorized Agent

Subscribed and sworn to before me on this 15th day of April, 20 25.

(Seal)

Brandon Kyle Kemp
Notary Public

BRANDON KYLE KEMP
Notary Public, State of Oklahoma
Commission # 23016072
My Commission Expires 12-12-2027

My Commission Expires:

_____

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/15/2025

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

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PRODUCER	CONTACT NAME: Regina Musich	
Brown & Brown Insurance Services, Inc. 208 North Mill St Pryor OK 74361	PHONE (A/C, No, Ext): (918) 825-3295	FAX (A/C, No): (888) 296-5431
	E-MAIL ADDRESS: Regina.Musich@bbrown.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : BITCO General Insurance Corporation	20095
INSURED Kemp Stone, Inc. P.O. Box 968 Pryor OK 74362	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2462586604 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CLP3745491	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			CAP3745490	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP3745487	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC3745489	07/01/2024	07/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Equipment Floater			CLP3745492	07/01/2024	07/01/2025	Leased & Rented Equipment	$375,000

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

CERTIFICATE HOLDER

City of Miami
129 5th Ave NW
Miami OK 74354

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Tommy Harvey

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MIAMI
City of Vision, Spirit & Opportunity

BIDDER RESPONSE SHEET

1. **RE: Solicitation No.** C25-09

2. **Bidder General Information:**

FEI/SSN: 73-1203116

Company Name: Kemp Stone Co. Inc.

3. **Bidder Contact Information:**

Address: PO Box 949

City: PRYOR State: OK Zip Code: 74362

Contact Name: Deron Jennings Title: Vice President, Sales

Phone # 918-530-6809 Fax #

Email: Sales@KempQuarries.com Website:

4. **Oklahoma Sales Tax Permit:**

☒ YES – Permit # 1371742208

☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. **Registration with the Oklahoma Secretary of State:**

☒ YES – Filing # 1900411573

☐ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

6. **Workers' Compensation Insurance Coverage:**

☑ YES – Include a certificate of insurance with the proposal.

☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

Deron Z Jennings — Authorized Signature

7/15/25 — Date

SCOPE, SPECIFICATIONS, AND REQUIREMENTS

(BID RESPONSE SHEET EMBEDDED)

The purpose of this solicitation to receive sealed bids to enter into a contract for:

ANNUAL BID FOR "AS NEEDED" AGGREGATE ROCK SUPPLY (C25-09)

Project Details: The City of Miami is seeking sealed bids for non-exclusive, as-needed aggregate for all facilities owned or within the control of the City of Miami and any of its subsidiaries, including but not limited to the Miami Special Utility Authority.

Bids should be stated in terms of cost per ton. There are no guaranteed quantities to be purchased. All aggregate will be purchased on an "as needed" basis.

SPECIFICATIONS AND REQUIREMENTS

DELIVERY TO BE COMPLETED WITHIN TEN (10) WORKING DAYS AFTER RECEIPT OF ORDER UNLESS OTHER REQUIRMENTS ARE NECESSARY DUE TO SPECIFIC PROJECT CONSTRAINTS.

ITEM 1 - BASE LIMESTONE

A. **CRUSHER RUN OKLAHOMA CLASS "A" 1 ¼" CRUSHED LIMESTONE BASE ROCK**, MUST BE CLEAN, NO CLAY, SLATE OR SHALE.

BID 1A: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 8.00

PRICE PER TON WRITTEN OUT: eight dollars and 00/00

BID 2A: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 14.50

PRICE PER TON WRITTEN OUT: fourteen dollars and 50/00

B. CRUSHER RUN OKLAHOMA CLASS "A" 3" CRUSHED LIMESTONE BASE ROCK, MUST BE CLEAN, NO CLAY, SLATE OR SHALE.

BID 1B: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 8.15

PRICE PER TON WRITTEN OUT: eight dollars and 15/100

BID 2B: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 14.65

PRICE PER TON WRITTEN OUT: fourteen dollars and 65/100

ITEM 2 – AG BASE LIMESTONE

C. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), CRUSHED AG BASE ROCK.

BID 1C: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 9.80

PRICE PER TON WRITTEN OUT: nine dollars and 80/100

BID 2C: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 16.30

PRICE PER TON WRITTEN OUT: sixteen dollars and 30/100

ITEM 3 – WASHED CHIP LIMESTONE

D. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 1/4 WASHED CHIPS.

BID 1D: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ N/A

PRICE PER TON WRITTEN OUT: _____

BID 2D: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ _____

PRICE PER TON WRITTEN OUT: _____

E. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 3/8 WASHED CHIPS.

BID 1E: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 13.65 (Pryor Stone)

PRICE PER TON WRITTEN OUT: thirteen dollars and 65/100

BID 2E: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 29.65 (FOB Pryor Stone)

PRICE PER TON WRITTEN OUT: twenty nine dollars and 65/100

ITEM 4 – CLEAN LIMESTONE

F. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 1/2 CLEAN ROCK.

BID 1F: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 13.65

PRICE PER TON WRITTEN OUT: thirteen dollars and 65/100

BID 2F: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 20.15

PRICE PER TON WRITTEN OUT: twenty dollars and 15/100

G. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 3/4 CLEAN ROCK.

BID 1G: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 14.00

PRICE PER TON WRITTEN OUT: fourteen dollars and 00/100

BID 2G: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 20.50

PRICE PER TON WRITTEN OUT: twenty dollars and 50/100.

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H. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 1 1/2 CLEAN ROCK.

BID 1H: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 14.00

PRICE PER TON WRITTEN OUT: fourteen dollars and 00/100

BID 2H: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 20.50

PRICE PER TON WRITTEN OUT: twenty dollars and 50/100

ITEM 7 – LATERAL ROCK

I. 2 ½" TO 1 ½" LATERAL ROCK. NO FINES

BID 1I: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 9.80

PRICE PER TON WRITTEN OUT: nine dollars and 80/100

BID 2I: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 16.30

PRICE PER TON WRITTEN OUT: sixteen dollars and 30/100

ITEM 8 – GABION LIMESTONE

J. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), GABION ROCK 3" TO 5"

BID 1J: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 14.25

PRICE PER TON WRITTEN OUT: fourteen dollars and 25/100

BID 2J: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 20.75

PRICE PER TON WRITTEN OUT: twenty dollars and 25/100

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ITEM 9 – RIP RAP LIMESTONE

K. 12" ODOT RIP RAP STATE OF OKLAHOMA SPECIFICATIONS (2019).

BID 1K: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 17.55

PRICE PER TON WRITTEN OUT: Seventeen dollars and 55/100

BID 2K: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 25.55

PRICE PER TON WRITTEN OUT: twenty five and 55/100

ITEM 10 – PUG-MILLED LIMESTONE

L. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), PUG-MILLED LIMESTONE BASE ROCK. THE MIXTURE UNIT SHALL BE CAPABLE OF PRODUCING A CONSTANT UNIFORM MIXTURE.

BID 1L: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ N/A

PRICE PER TON WRITTEN OUT: _____

BID 2L: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ _____

PRICE PER TON WRITTEN OUT: _____

ITEM 11 – LIMESTONE SCREENING FINES

M. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), LIMESTONE SCREENING FINES.

BID 1M: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 7.00

PRICE PER TON WRITTEN OUT: Seven dollars and 00/100

BID 2M: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 13.50

PRICE PER TON WRITTEN OUT: thirteen dollars and 50/100

55

Vendor Name: Kemp Stone

Fuel Surcharge

Attached below is an Adjustment for Market Cost (Diesel) of Fuel Chart. Suppliers are to complete Fuel Surcharge (Per Ton). This is a set rate – price per Ton. It is not a percentage rate. If fuel reaches ranges listed then the successful vendors will be allowed to add a Fuel Surcharge to their invoices. If fuel costs drop dramatically, the City of Miami reserves the right to renegotiate all pricing including Fuel Surcharges.

ADJUSTMENT FOR MARKET COST OF FUEL (DIESEL)

Cost Per Gallon	Delivery – Per Ton
$4.00 & Below	No Charge
$4.01 - $4.25	No charge
$4.26 - $4.50	.20
$4.51 - $4.75	.25
$4.76 - $5.00	.30
$5.01 - $5.25	Contact main office
$5.26 - $5.50	
$5.51 - $5.75	
$5.76 - $6.00	
$6.01 - $6.25	
$6.26 - $6.50	
$6.51 - $6.75	

Pricing submitted with Solicitation
BID #C25-09 ANNUAL -FOR AGGREGATE ROCK

Phone: 918.825.3370
Fax: 918.825.3388
sales@kempstone.com

Quote: 00000787
Quote Date: 2026-06-05
Quote Expiration Date: 2026-07-20
Order Expiration Date: 2027-06-01

Fairland
18350 S 590 RD
Fairland, OK 74343

Neosho
19148 INGERSOL LANE
Neosho, MO 64850

Hulbert
17801 HWY 80
Hulbert, OK 74441

Quotation Proposal

Bill To:
CITY OF MIAMI
PO BOX 1288

MIAMI OK 74355-1288
US

Contact: Brian Brasfield
Phone: 918-541-2225
Mobile:
Email: bbrassfield@miamiokla.net

Ship To:
Miami-Annual Aggregate Bid
505 D Street Northeast

Miami OK 74354
US

Salesperson: Stacy Wolfe
Phone: (918) 803-3610
Email: swolfe@kempquarries.com

Note to Customer:

Product ID	Product Description	Plant	Quantity	Unit	Material	Truck Type	Freight	Delivered
6000	RIP RAP	Fairland Quarry	1000	Ton	$18.25	10W	$8.00	$26.25
1100	SCREENINGS	Fairland Quarry	1000	Ton	$7.28	10W	$6.50	$13.78
3200	1 1/2" CLASS A	Fairland Quarry	1000	Ton	$14.56	10W	$6.50	$21.06
4100	1/2" CHIPS	Fairland Quarry	1000	Ton	$14.20	10W	$6.50	$20.70
2410	TYPE A AGG BASE	Fairland Quarry	1000	Ton	$10.39	10W	$6.50	$16.89
2600	3" BASE	Fairland Quarry	1000	Ton	$8.48	10W	$6.50	$14.98
3100	3/4" CLASS A	Fairland Quarry	1000	Ton	$14.56	10W	$6.50	$21.06
3800	3" - 5" GABION	Fairland Quarry	1000	Ton	$14.82	10W	$6.50	$21.32
2400	1 1/2" BASE	Fairland Quarry	1	Ton	$8.32	10W	$6.50	$14.82

All prices and surcharges DO NOT include the applicable sales taxes.

Terms: ***Net 30 days (see attached)***

Both the Material and Freight components of this Quote may be independently subject to a monthly surcharge. Assessed surcharges will be taxable in accordance with the attached Energy Surcharge table as it corresponds to the previous months average diesel price (should it exceed the established Base Price of $3.50 per gallon) as reported on the U.S. EIA website (see attached table for details)

Accepted:_____

Date:_____

MIAMI
City of Vision, Spirit & Opportunity

SCOPE, SPECIFICATIONS, AND REQUIREMENTS

(BID RESPONSE SHEET EMBEDDED)

The purpose of this solicitation to receive sealed bids to enter into a contract for:

ANNUAL BID FOR "AS NEEDED" AGGREGATE ROCK SUPPLY (C25-09)

Project Details: The City of Miami is seeking sealed bids for non-exclusive, as-needed aggregate for all facilities owned or within the control of the City of Miami and any of its subsidiaries, including but not limited to the Miami Special Utility Authority.

Bids should be stated in terms of cost per ton. There are no guaranteed quantities to be purchased. All aggregate will be purchased on an "as needed" basis.

SPECIFICATIONS AND REQUIREMENTS

DELIVERY TO BE COMPLETED WITHIN TEN (10) WORKING DAYS AFTER RECEIPT OF ORDER UNLESS OTHER REQUIRMENTS ARE NECESSARY DUE TO SPECIFIC PROJECT CONSTRAINTS.

ITEM 1 - BASE LIMESTONE

A. **CRUSHER RUN OKLAHOMA CLASS "A" 1 ¼" CRUSHED LIMESTONE BASE ROCK**, MUST BE CLEAN, NO CLAY, SLATE OR SHALE.

BID 1A: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 8.00 $ 8.32

PRICE PER TON WRITTEN OUT: eight dollars and 00/100

BID 2A: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 14.50

PRICE PER TON WRITTEN OUT: fourteen dollars and 50/100 14.82

B. CRUSHER RUN OKLAHOMA CLASS "A" 3" CRUSHED LIMESTONE BASE ROCK, MUST BE CLEAN, NO CLAY, SLATE OR SHALE.

BID 1B: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 8.15 (8.48)

PRICE PER TON WRITTEN OUT: eight dollars and 15/100

BID 2B: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 14.65 (14.98)

PRICE PER TON WRITTEN OUT: fourteen dollars and 65/100

ITEM 2 – AG BASE LIMESTONE

C. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), CRUSHED AG BASE ROCK.

BID 1C: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 9.80 (10.39)

PRICE PER TON WRITTEN OUT: nine dollars and 80/100

BID 2C: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 16.30 (16.89)

PRICE PER TON WRITTEN OUT: sixteen dollars and 30/100

ITEM 3 – WASHED CHIP LIMESTONE

D. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 1/4 WASHED CHIPS.

BID 1D: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ N/A

PRICE PER TON WRITTEN OUT: _____

BID 2D: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ _____

PRICE PER TON WRITTEN OUT: _____

E. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 3/8 WASHED CHIPS.

BID 1E: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 13.65 (Pryor Stone) 14.33

PRICE PER TON WRITTEN OUT: thirteen dollars and 65/100

BID 2E: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 29.65 (FOB Pryor Stone) 30.33

PRICE PER TON WRITTEN OUT: twenty nine dollars and 65/100

ITEM 4 – CLEAN LIMESTONE

F. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 1/2 CLEAN ROCK.

BID 1F: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 13.65 14.20

PRICE PER TON WRITTEN OUT: thirteen dollars and 65/100

BID 2F: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 20.15

PRICE PER TON WRITTEN OUT: twenty dollars and 15/100 20.70

G. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 3/4 CLEAN ROCK.

BID 1G: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 14.00 $14.56

PRICE PER TON WRITTEN OUT: fourteen dollars and 06/100

BID 2G: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 20.50

PRICE PER TON WRITTEN OUT: twenty dollars and 50/100 21.06

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H. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 1 1/2 CLEAN ROCK.

BID 1H: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 14.00

PRICE PER TON WRITTEN OUT: fourteen dollars and 00/100

$ 14.56

BID 2H: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 20.50

PRICE PER TON WRITTEN OUT: twenty dollars and 50/100

21.06

ITEM 7 – LATERAL ROCK

I. 2 ½" TO 1 ½" LATERAL ROCK. NO FINES

BID 1I: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 9.80

PRICE PER TON WRITTEN OUT: nine dollars and 80/100

BID 2I: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 16.30

PRICE PER TON WRITTEN OUT: Sixteen dollars and 30/100

N/A

ITEM 8 – GABION LIMESTONE

J. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), GABION ROCK 3" TO 5"

BID 1J: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 14.25

PRICE PER TON WRITTEN OUT: fourteen dollars and 25/100

$ 14.82

BID 2J: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 20.75

PRICE PER TON WRITTEN OUT: twenty dollars and 25/100

21.32

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ITEM 9 – RIP RAP LIMESTONE

K. 12" ODOT RIP RAP STATE OF OKLAHOMA SPECIFICATIONS (2019).

BID 1K: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 17.55 $18.25

PRICE PER TON WRITTEN OUT: Seventeen dollars and 55/100

BID 2K: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 25.55

PRICE PER TON WRITTEN OUT: twenty five and 55/100 26.25

ITEM 10 – PUG-MILLED LIMESTONE

L. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), PUG-MILLED LIMESTONE BASE ROCK. THE MIXTURE UNIT SHALL BE CAPABLE OF PRODUCING A CONSTANT UNIFORM MIXTURE.

BID 1L: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ N/A

PRICE PER TON WRITTEN OUT: _____

BID 2L: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ _____

PRICE PER TON WRITTEN OUT: _____

ITEM 11 – LIMESTONE SCREENING FINES

M. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), LIMESTONE SCREENING FINES.

BID 1M: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 7.00

PRICE PER TON WRITTEN OUT: Seven dollars and 00/100 7.28

BID 2M: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 13.50

PRICE PER TON WRITTEN OUT: thirteen dollars and 50/100 $13.78

55

Vendor Name: Kemp Stone

Fuel Surcharge

Attached below is an Adjustment for Market Cost (Diesel) of Fuel Chart. Suppliers are to complete Fuel Surcharge (Per Ton). This is a set rate – price per Ton. It is not a percentage rate. If fuel reaches ranges listed then the successful vendors will be allowed to add a Fuel Surcharge to their invoices. If fuel costs drop dramatically, the City of Miami reserves the right to renegotiate all pricing including Fuel Surcharges.

ADJUSTMENT FOR MARKET COST OF FUEL (DIESEL)

Cost Per Gallon	Delivery – Per Ton
$4.00 & Below	No Charge
$4.01 - $4.25	No charge
$4.26 - $4.50	.20
$4.51 - $4.75	.25
$4.76 - $5.00	.30
$5.01 - $5.25	Contact main office
$5.26 - $5.50	
$5.51 - $5.75	
$5.76 - $6.00	
$6.01 - $6.25	
$6.26 - $6.50	
$6.51 - $6.75	

per quote

Miami Special Utility Authority (MSUA) Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-10A With Collins Construction for Annual On-Call Concrete Repair Service (First of Three Extensions) for Fiscal year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon Submission of all Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
25-10 Concrete Repair Collins.pdf
Collins Construction Company - Annual On Call Concrete Repair Service C25-10A FY 2025-2026 05202025.pdf

MIAMI
City of Vision, Spirit & Opportunity

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

One of Three Allowable Extensions

WHEREAS the City of Miami and Collins Construction Company (collectively "the parties") entered a written Contract for Annual On-Call Concrete Repair, ("Contract"), numbered C25-10, on May 20, 2025; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the May 20, 2025, meeting of the City Council and Miami Special Utility Authority on that same date.

WHEREAS this Amendment for Contract Renewal FY 26/27 extends the terms of Contract C25-10 for the first of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council and Miami Special Utility Authority.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C25-10 the terms of the original Contract C25-10 will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for On-Call, Concrete Repair, numbered C25-10 IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027.

SIGNED THIS ____ DAY OF _____, 2026:

_____
Bless Parker, Mayor

_____
Collins Construction Company

ATTEST:

_____
Melissa Moore, City Clerk

_____
Misty Barnes, City Attorney

CONTRACT NO.: C25-10A

MIAMI
City of Vision, Spirit & Opportunity

CONTRACT

ANNUAL ON-CALL CONCRETE REPAIR SERVICE (C25-10)

This Contract is made this 20th day of May, 2025, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, (for the use by the City and its subsidiaries) and Collins Construction Company ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. Contract Term, Renewal Option, and Price Increases. Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30th, 2026. Thereafter, the City, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the City and its affiliates needs for such service. Price increases, if requested by the CONTRACTOR, will be considered only in conjunction with the exercise of any annual renewal option by the City and must be based upon material cost ONLY. Documentation of the price increase(s) is required. Prices can only escalate after review of supporting documentation and upon written agreement of both parties.

2. Termination Prior to End of Contract Term. Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. Insurance and Indemnity. The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma and its subsidiaries as an additional insured and having aggregate limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. **General Provisions.** The following general provisions shall apply to this Contract:

   a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

   b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

   c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

   d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

   e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

   f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

   g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

   h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

   i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

   j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

   k. **Survival.** All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

Bless Parker, Mayor

COMPANY

ATTEST:

~~Melissa Moore, City Clerk~~

Molly Olson, Admin to City Manager

Misty Barnes, City Attorney

Bless Parker, MSUA Chairman

COMPANY

ATTEST:

~~Melissa Moore, City Clerk~~

Molly Olson, Admin to City Manager

Misty Barnes, MSUA Attorney

Client#: 13220 LEROYCOLL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/12/2025

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

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

PRODUCER	CONTACT NAME: Kim McGuire
AssuredPartners of MO, LLC Beimdiek PO Box 612 Carthage, MO 64836	PHONE (A/C, No, Ext): 417 358-8421 FAX (A/C, No): E-MAIL ADDRESS: kim.mcguire@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire & Casualty Company	13021
INSURER B : National American Insurance Company	23663
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Leroy Collins; Collins Construction Company & Roll Off Service LLC
221 S Elm St
Miami, OK 74354

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		60513959	03/01/2025	03/01/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X		60513959	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			CW53410235	03/01/2025	03/01/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	INLAND MARINE			60513959	03/01/2025	03/01/2026	$100k Lsd/Rntd Equipm	

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

CERTIFICATE HOLDER

City of Miami
129 5th Ave NW
Miami, OK 74354
(MSUA 129 5TH AVE NW MIAMI, OK.)

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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C25-10

BID FOR ANNUAL ON-CALL CONCRETE REPAIR SERVICE

COLLINS CONSTRUCTION COMPANY

QUOTE PACKET

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SCOPE, SPECIFICATIONS, AND REQUIREMENTS

The purpose of this Solicitation to receive sealed bids to enter into a contract for:

ON-CALL CONCRETE REPAIR SERVICE (C25-10)

Project specifics: The City is seeking sealed bids for non-exclusive, as-needed concrete repair service to all facilities owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Bids should be stated in terms of a linear feet/square feet rate. Rates shall include tools, transportation, machinery, and materials commonly on-hand for the trade, such as forms, ties, rebar chairs, stakes etc. The City of Miami shall supply all major material including concrete, rebar, baskets, paving fabric, geogrid and compaction/leveling rock. Contractor will be responsible for pick-up and delivery of same.

Contractor shall coordinate with owner; all slopes, grades and compaction of proposed work prior to placement of formwork. All improvements shall be completed as per available standard construction details. Details are available upon request. Private property damaged by the Contractor shall be replaced at no cost to the Owner. Grass damaged during repairs outside of designated work area shall be repaired with a seed mix approved by the Owner. Sodded lawns damaged outside of designated work area shall be replaced in-kind in coordination between the Homeowner and the Contractor. Traffic Control shall be the responsibility of the Contractor. All traffic control shall meet the minimum requirements of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) Standards. Complete street closures will not be allowed, and streets must be reopened at the end of each business day or prior to closing the next section of work.

All positions must be licensed as required by the State of Oklahoma and registered with the City of Miami. Contractor shall be responsible for obtaining any required permits. City will waive permit fees as necessary for each work order. Successful contractor must be available with a 48-hour response time for all emergency calls, including after-hours calls. Non-emergency calls shall require no more than a 5-day response time. All work shall be completed in a timely manner.

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BID FORM
C25-10

Vendor Name: Collins Construction Co

Prices for requested project.	Cost
Form and pour integral curb and gutter under 200 L.F.	$ 20.00 per L.F.
Form and pour integral curb and gutter over 200 L.F.	$ 20.00 per L.F.
Form and pour mountable curb and gutter under 200 L.F.	$ 20.00 per L.F.
Form and pour mountable curb and gutter over 200 L.F.	$ 20.00 per L.F.
Form and pour 4" residential driveway	$ 7.50 per S.F.
Form and pour 6" residential driveway	$ 7.50 per S.F.
Form and pour 8" commercial driveway	$ 7.50 per S.F.
Saw Cut and removal of existing driveaway and add rock provided by City for 6" or 8" driveway replacement.	$ 10.00 per S.F.
Form and pour 6" concrete street	$ 8.00 per S.F.
Form and pour 8" concrete street	$ 8.00 per S.F.
Form and pour 12" concrete street	$ 8.00 per S.F.
Removal of asphalt/concrete street (depth varies) and 16" of soil base. Price to include haul off to City of Miami to designated location.	$ 16.50 per C.Y.

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Prices for requested project.	Cost
Replacement of 16" of aggregate base in lifts. Aggregate base provided by the city. Including placement of geogrid and geo-fabric	$ 16.50 per C.Y.
Form and pour gutter crossings.	$ 10.00 per S.F.
Form and pour sidewalk to match existing	$ 15.00 per S.F.
Unclassified excavation (undercut) below the 16"	$ 22.50 per S.Y.
Unclassified excavation rock placement	$ 22.50 per S.Y.
Form and pour standard ADA curb ramp.	$ 40.00 per S.F.
Form and pour soft spot/utility cuts to match existing.	$ 22.50 per S.F.
Prices for Machine work not priced above	**Cost Per Hour**
Mini Excavator	$ 135.00 per hour
Skid Steer	$ 135.00 per hour
10 Wheel Dump Truck (To include driver)	$ 100.00 per hour

Signature of bidder / authorized agent: Amy Calkins

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NON-COLLUSION AFFIDAVIT

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF Oklahoma)
) ss.
COUNTY OF OTTAWA COUNTY)

I, F Leroy Collins, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of Collins Construction Co, the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City 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 the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

   c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

   d. to any collusion with any political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

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B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? **Circle one: Yes / No**

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____

_____

_____

_____.

Certified this 15TH day of April 20 25.

Collins Construction Co
Name of Company

Signature of Authorized Agent

Subscribed and sworn to before me on this 15th day of April, 20 25.

(Seal)

Notary Public

OFFICIAL SEAL
JEANIE WILLIAMSON
NOTARY PUBLIC OKLAHOMA
OTTAWA COUNTY
COMM. NO. 02005949 EXP. 04-22-2026

My Commission Expires: 4-22-26

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MIAMI
City of Vision, Spirit & Opportunity

BIDDER RESPONSE SHEET

1. **RE: Solicitation No.** C25-10

2. **Bidder General Information:**

   FEI/SSN: 73-1306264 Supplier ID: _____

   Company Name: Collins Construction Co

3. **Bidder Contact Information**:

   Address: 221 So Elm St

   City: Miami State: Okla Zip Code: 74354

   Contact Name: Leroy Collins Title: Owner

   Phone # 918 542 6657 Fax # _____

   Email: leroy221elm@gmail.com Website: collinsrolloff.com

4. **Oklahoma Sales Tax Permit:**

   ☒ YES – Permit # 10671718400

   ☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. **Registration with the Oklahoma Secretary of State:**

   ☐ YES – Filing # _____

   ☐ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

6. **Workers' Compensation Insurance Coverage:**

   ☒ YES – Include a certificate of insurance with the proposal.

   ☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

A [illegible] Collins 4/15/25

Authorized Signature Date

62

Client#: 13220 LEROYCOLL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/10/2025

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

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

PRODUCER	CONTACT NAME: Kim McGuire	
AssuredPartners of MO, LLC Beimdiek PO Box 612 Carthage, MO 64836	PHONE (A/C, No, Ext): 417 358-8421	FAX (A/C, No):
	E-MAIL ADDRESS: kim.mcguire@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : United Fire & Casualty Company	13021
INSURED Leroy Collins; Collins Construction Company & Roll Off Service LLC 221 S Elm St Miami, OK 74354	INSURER B : National American Insurance Company	23663
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		60513959	03/01/2025	03/01/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X		60513959	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			CW53410235	03/01/2025	03/01/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	INLAND MARINE			60513959	03/01/2025	03/01/2026	$100k Lsd/Rntd Equipm	

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

CERTIFICATE HOLDER

City of Miami
129 5th Ave NW
Miami, OK 74354

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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ADDENDUM NO. 1

BID #C25-10 Title: ON-CALL CONCRETE REPAIR SERVICE

1. Add 2nd page to bid form, see page 7 of solicitation packet. Added on 3.27.25

Prices for requested project.	**Cost**
Replacement of 16" of aggregate base in lifts. Aggregate base provided by the city. Including placement of geogrid and geo-fabric	$_____ per C.Y.
Form and pour gutter crossings.	$_____ per S.F.
Form and pour sidewalk to match existing	$_____ per S.F.
Unclassified excavation (undercut) below the 16"	$_____ per S.Y.
Unclassified excavation rock placement	$_____ per S.Y.
Form and pour standard ADA curb ramp.	$_____ per S.F.
Prices for Machine work not priced above	**Cost Per Hour**
Mini Excavator	$_____ per hour
Skid Steer	$_____ per hour
10 Wheel Dump Truck (To include driver)	$_____ per hour

Contractors, please acknowledge receipt of this addendum by signing below and returning to my e-mail b.brassfield@miamiokla.net Also include this addendum in your bid submissions.

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Contractor Representative/Authorized Signor

66

MIAMI
City of Vision, Spirit & Opportunity

ADDENDUM NO. 2

BID #C25-10 Title: ON-CALL CONCRETE REPAIR SERVICE

1. Add line item to 2nd page to bid form, see page 7 of solicitation packet. Added on 4.1.25

Form and pour soft spot/utility cuts to match existing.	$_____ per S.F.

Contractors, please acknowledge receipt of this addendum by signing below and returning to my e-mail b.brassfield@miamiokla.net Also include this addendum in your bid submissions.

_____

Contractor Representative/Authorized Signor

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Miami Special Utility Authority (MSUA) Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-10B With Goins Enterprises for Annual On-Call Concrete Repair Service (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon Submission of all Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
MIAMI CONTRACT RENEWAL AMENDMENT.pdf
Goins Enterprises, Inc - Annual On Call Concrete Repair Service C25-10B FY 2025-2026 05202025.pdf

MIAMI
City of Vision, Spirit & Opportunity

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

One of Three Allowable Extensions

WHEREAS the City of Miami and Goins Enterprises, Inc. (collectively "the parties") entered a written Contract for Annual On-Call Concrete Repair ("Contract"), numbered C25-10, on May 20, 2025; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the May 20, 2025, meeting of the City Council and Miami Special Utility Authority on that same date.

WHEREAS this Amendment for Contract Renewal FY 26/27 extends the terms of Contract C25-10 for the first of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council and Miami Special Utility Authority.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C25-10 the terms of the original Contract C25-10 will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for On-Call, Concrete Repair, numbered C25-10 IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027.

SIGNED THIS 8th **DAY OF** June **, 2026**:

Bless Parker, Mayor

Josh Flager
Goins Enterprises, Inc

ATTEST:

Melissa Moore, City Clerk

Misty Barnes, City Attorney

CONTRACT NO.: C25-10B

MIAMI
City of Vision, Spirit & Opportunity

CONTRACT

ANNUAL ON-CALL CONCRETE REPAIR SERVICE (C25-10)

This Contract is made this 20th day of May, 2025, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, (for the use by the City and its subsidiaries) and Goins Enterprises, Inc. ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. Contract Term, Renewal Option, and Price Increases. Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30th, 2026. Thereafter, the City, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the City and its affiliates needs for such service. Price increases, if requested by the CONTRACTOR, will be considered only in conjunction with the exercise of any annual renewal option by the City and must be based upon material cost ONLY. Documentation of the price increase(s) is required. Prices can only escalate after review of supporting documentation and upon written agreement of both parties.

2. Termination Prior to End of Contract Term. Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. Insurance and Indemnity. The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma and its subsidiaries as an additional insured and having aggregate limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. **General Provisions.** The following general provisions shall apply to this Contract:

   a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

   b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

   c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

   d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

   e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

   f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

   g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

   h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

   i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

   j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

   k. **Survival.** All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

Bless Parker, Mayor

ATTEST:

~~Melissa Moore, City Clerk~~
Molly Olson, Admin to City Manager

COMPANY Goins Enterprises Inc.

Misty Barnes, City Attorney

Bless Parker, MSUA Chairman

ATTEST:

~~Melissa Moore, City Clerk~~
Molly Olson, Admin to City Manager

COMPANY Goins Enterprises Inc.

Misty Barnes, MSUA Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/1/2025 — 6/11/2025

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

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

PRODUCER Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of America	25666
INSURER B : The Travelers Indemnity Company of Connecticut	25682
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D : The Standard Fire Insurance Company	19070
INSURER E : Valley Forge Insurance Company	20508
INSURER F :	

INSURED
1451985 GOINS ENTERPRISES INC.
3255 COUNTY LANE 252
JOPLIN MO 64801-4368

COVERAGES **CERTIFICATE NUMBER:** 21952134 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X $5,000 PD DED GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	N	DTCO8W456690TIA24	9/1/2024	9/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	8108W4109522426	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	N	N	CUP8WS623692426	9/1/2024	9/1/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	UB8W4570592426G	9/1/2024	9/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	CONTRACTORS EQUIPMENT	N	N	7092643192	9/1/2024	9/1/2025	LSD/RTD $1,000,000 $5,000 Ded	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY OF MIAMI, OK AND MIAMI SPECIAL UTILITY AUTHORITY (MSUA) ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

21952134
CITY OF MIAMI, OK
MIAMI SPECIAL UTILITY AUTHORITY (MSUA)
P.O. BOX 1288
MIAMI, OK 74355

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Joseph M Arnold

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C25-10

BID FOR ANNUAL ON-CALL CONCRETE REPAIR SERVICE

GOINS ENTERPRISES, INC

QUOTE PACKET

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MIAMI
City of Vision, Spirit & Opportunity

BIDDER RESPONSE SHEET

1. **RE: Solicitation No.** C25-10

2. **Bidder General Information:**

FEI/SSN: 88-2802248 Supplier ID: _____

Company Name: Goins Enterprises, Inc

3. **Bidder Contact Information:**

Address: 3255 N County lane 252

City: Joplin State: MO Zip Code: 64801

Contact Name: Josh Flager Title: President

Phone # 417-659-6082 Fax # 417659-6092

Email: contact@goinsent.com Website: _____

4. **Oklahoma Sales Tax Permit:**

☐ YES – Permit # To be provided by the City

☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. **Registration with the Oklahoma Secretary of State:**

☑ YES – Filing # 2313158816

☐ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

6. **Workers' Compensation Insurance Coverage:**

☑ YES – Include a certificate of insurance with the proposal.

☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

Authorized Signature

4-16-2025
Date

69

BID FORM
C25-10

Vendor Name: Goins Enterprises, Inc

Prices for requested project.	Cost
Form and pour integral curb and gutter under 200 L.F.	$ 65 per L.F.
Form and pour integral curb and gutter over 200 L.F.	$ 65 per L.F.
Form and pour mountable curb and gutter under 200 L.F.	$ 65 per L.F.
Form and pour mountable curb and gutter over 200 L.F.	$ 65 per L.F.
Form and pour 4" residential driveway	$ 15 per S.F.
Form and pour 6" residential driveway	$ 18 per S.F.
Form and pour 8" commercial driveway	$ 20 per S.F.
Saw Cut and removal of existing driveaway and add rock provided by City for 6" or 8" driveway replacement.	$ 20 per S.F.
Form and pour 6" concrete street	$ 16 per S.F.
Form and pour 8" concrete street	$ 18 per S.F.
Form and pour 12" concrete street	$ 20 per S.F.
Removal of asphalt/concrete street (depth varies) and 16" of soil base. Price to include haul off to City of Miami to designated location.	$ 15 per C.Y.

70

MIAMI
City of Vision, Spirit & Opportunity

ADDENDUM NO. 1

BID #C25-10 Title: ON-CALL CONCRETE REPAIR SERVICE

1. Add 2nd page to bid form, see page 7 of solicitation packet. Added on 3.27.25

Prices for requested project.	**Cost**
Replacement of 16" of aggregate base in lifts. Aggregate base provided by the city. Including placement of geogrid and geo-fabric	$ 25 per C.Y.
Form and pour gutter crossings.	$ 15 per S.F.
Form and pour sidewalk to match existing	$ 15 per S.F.
Unclassified excavation (undercut) below the 16"	$ 45 per S.Y.
Unclassified excavation rock placement	$ 45 per S.Y.
Form and pour standard ADA curb ramp.	$ 35 per S.F.
Prices for Machine work not priced above	**Cost Per Hour**
Mini Excavator	$ 140 per hour
Skid Steer	$ 140 per hour
10 Wheel Dump Truck (To include driver)	$ 130 per hour

Contractors, please acknowledge receipt of this addendum by signing below and returning to my e-mail b.brassfield@miamiokla.net Also include this addendum in your bid submissions.

71



Contractor Representative/Authorized Signor

72

MIAMI
City of Vision, Spirit & Opportunity

ADDENDUM NO. 2

BID #C25-10 Title: ON-CALL CONCRETE REPAIR SERVICE

1. Add line item to 2nd page to bid form, see page 7 of solicitation packet. Added on 4.1.25

Form and pour soft spot/utility cuts to match existing.	$ 25 per S.F.

Contractors, please acknowledge receipt of this addendum by signing below and returning to my e-mail b.brassfield@miamiokla.net Also include this addendum in your bid submissions.

Contractor Representative/Authorized Signor

13

MIAMI
City of Vision, Spirit & Opportunity

NON-COLLUSION AFFIDAVIT

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

I, Josh Flager, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of Goins Enterprises, llc the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City 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 the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

   c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

   d. to any collusion with any political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

74

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? **Circle one: Yes / No**

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____

_____

_____

_____.

Certified this 17 day of April 20 25.

Goins Enterprises, Inc
Name of Company

Signature of Authorized Agent

Subscribed and sworn to before me on this 17th day of APRIL, 20 25.

(Seal)

TERESA K BATCHELOR
MY COMMISSION EXPIRES
10-21-2025
NOTARY SEAL
#13539466
JASPER COUNTY
NOTARY PUBLIC, STATE OF MISSOURI

Teresa K. Batchelor
Notary Public

My Commission Expires:
10-21-2025

75

CERTIFICATE OF LIABILITY INSURANCE

9/1/2025

DATE (MM/DD/YYYY) 8/9/2024

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

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

PRODUCER Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1451985 GOINS ENTERPRISES INC. 3255 COUNTY LANE 252 JOPLIN MO 64801-4368	INSURER A : The Travelers Indemnity Company of America — NAIC # 25666 INSURER B : The Travelers Indemnity Company of Connecticut — 25682 INSURER C : Travelers Property Casualty Company of America — 25674 INSURER D : The Standard Fire Insurance Company — 19070 INSURER E : Valley Forge Insurance Company — 20508 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 19517121 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] $5,000 PD DED GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	DTCO8W456690TIA24	9/1/2024	9/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	8108W4109522426	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	N	N	CUP8W5623692426	9/1/2024	9/1/2025	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $ XXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB8W4570592426G	9/1/2024	9/1/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	CONTRACTORS EQUIPMENT	N	N	7092643192	9/1/2024	9/1/2025	LSD/RTD $1,000,000 $5,000 Ded	

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

GOINS ENTERPRISES INC., PROJECT OWNER, ITS SUBSIDIARIES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES ARE ADDITIONAL INSUREDS ON GENERAL LIABILITY AND AUTOMOBILE LIABILITY, FOR ONGOING AND COMPLETED OPERATIONS, AS REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. INSURANCE IS PRIMARY AND NON-CONTRIBUTORY. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSUREDS APPLIES ON GENERAL LIABILITY, AUTOMOBILE LIABILITY AND WORKERS COMPENSATION, AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

19517121
GOINS ENTERPRISES INC.
3255 N COUNTY LANE 252
JOPLIN, MO 64801

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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Miami Special Utility Authority (MSUA) Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-10C With Scott Construction for Annual On-Call Concrete Repair Service (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon Submission of all Contract Documents. This Contract Will be retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
25-10 Concrete Repair Scott Construction.pdf
C25-10 C Scott.pdf

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

One of Three Allowable Extensions

WHEREAS the City of Miami and Scott Construction (collectively "the parties") entered a written Contract for Annual On-Call Concrete Repair, ("Contract"), numbered C25-10, on May 20, 2025; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the May 20, 2025, meeting of the City Council and Miami Special Utility Authority on that same date.

WHEREAS this Amendment for Contract Renewal FY 26/27 extends the terms of Contract C25-10 for the first of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council and Miami Special Utility Authority.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C25-10 the terms of the original Contract C25-10 will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for On-Call, Concrete Repair, numbered C25-10 IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027.

SIGNED THIS ____ DAY OF _____, 2026:

_____
Bless Parker, Mayor

_____
Scott Construction

ATTEST:

_____
Melissa Moore, City Clerk

_____
Misty Barnes, City Attorney

CONTRACT NO.: C25-10C

MIAMI
City of Vision, Spirit & Opportunity

CONTRACT

ANNUAL ON-CALL CONCRETE REPAIR SERVICE (C25-10)

This Contract is made this 20th day of May, 2025, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, (for the use by the City and its subsidiaries) and Scott Construction ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. Contract Term, Renewal Option, and Price Increases. Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30th, 2026. Thereafter, the City, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the City and its affiliates needs for such service. Price increases, if requested by the CONTRACTOR, will be considered only in conjunction with the exercise of any annual renewal option by the City and must be based upon material cost ONLY. Documentation of the price increase(s) is required. Prices can only escalate after review of supporting documentation and upon written agreement of both parties.

2. Termination Prior to End of Contract Term. Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. Insurance and Indemnity. The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma and its subsidiaries as an additional insured and having aggregate limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

E-MAILED 6/18/2025

4. **General Provisions.** The following general provisions shall apply to this Contract:

a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

k. **Survival.** All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.



IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

Bless Parker, Mayor

COMPANY

ATTEST:

~~Melissa Moore, City Clerk~~
Molly Olson, Admin to City Manager

Misty Barnes, City Attorney

Bless Parker, MSUA Chairman

COMPANY

ATTEST:

~~Melissa Moore, City Clerk~~
Molly Olson, Admin to City Manager

Misty Barnes, MSUA Attorney

E-MAILED 10/14/2025

SCOTSHA-02 LEVANS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/7/2025

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

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

PRODUCER Rich & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114	CONTACT NAME: Lona Evans PHONE (A/C, No, Ext): (405) 463-7521 FAX (A/C, No): E-MAIL ADDRESS: levans@rcins.com
INSURED Scott Sharpensteen dba 1610 Washington Drive Miami, OK 74354	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: BITCO GENERAL INS CORP — 20095 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR	X	X	CLP3755640	4/14/2025	4/14/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY							
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY [X] SCHEDULED AUTOS			CAP3755641	4/14/2025	4/14/2026	BODILY INJURY (Per person)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR							
	EXCESS LIAB [ ] CLAIMS-MADE			CUP3755642	4/14/2025	4/14/2026	EACH OCCURRENCE	$ 1,000,000
	DED [X] RETENTION $ 10,000						AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Commercial Inland Ma			CLP3755640	4/14/2025	4/14/2026	Leased/Rented Equip	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured as Respects to General Liability as Required by Written Contract. Waiver of Subrogation is included in Favor of Certificate Holder as Respects to General Liability as Required by Written Contract.

CERTIFICATE HOLDER

City of Miami-Special Utility Authority
129 5th NW
Miami, OK 74354

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Randy D Will

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/08/2025

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

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PRODUCER	CONTACT NAME: CompSource Mutual Insurance Company
	PHONE (A/C, No, Ext): (405) 232-7663 ext. 5102 / FAX (A/C, No):
	E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CompSource Mutual Insurance Company	36188
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Sharpensteen, Scott dba Scott Construction
PO Box 176
Commerce, OK 74339

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		01880207 25 1	04/01/2025	04/01/2026	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

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

CERTIFICATE HOLDER

CITY OF MIAMI
PO BOX 1288
MIAMI, OK 74355

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED:
CompSource Mutual Insurance Company		Sharpensteen, Scott dba Scott Construction PO Box 176 Commerce, OK 74339
POLICY NUMBER 01880207 25 1		
CARRIER CompSource Mutual Insurance Company	NAIC CODE 36188	EFFECTIVE DATE: 04/01/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

DBA names:
Scott Construction

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C25-10

BID FOR ANNUAL ON-CALL CONCRETE REPAIR SERVICE

SCOTT CONSTRUCTION

QUOTE PACKET

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MIAMI
City of Vision, Spirit & Opportunity

SOLICITATION

Solicitation #: C25-10

Solicitation Issue Date: March 21st, 2025

Solicitation Type: Formal Bid

Title: BID FOR ANNUAL ON-CALL CONCRETE REPAIR SERVICE

Brief Description: The City is seeking sealed bids for non-exclusive, as-needed, concrete repair service to all facilities owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Response Due Date: April 17th, 2025

Time: 11 A.M.

Issued By Purchasing Agent, Brian Brassfield

RETURN SEALED BID TO:

Brian Brassfield – Purchasing Agent
City of Miami
129 5th AVE NW
MIAMI, OK 74354

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MIAMI
City of Vision, Spirit & Opportunity

BID FORM
C25-10

Vendor Name: Scott Construction

Prices for requested project.	Cost
Form and pour integral curb and gutter under 200 L.F.	$ 50.00 per L.F.
Form and pour integral curb and gutter over 200 L.F.	$ 50.00 per L.F.
Form and pour mountable curb and gutter under 200 L.F.	$ 50.00 per L.F.
Form and pour mountable curb and gutter over 200 L.F.	$ 50.00 per L.F.
Form and pour 4" residential driveway	$ 11.00 per S.F.
Form and pour 6" residential driveway	$ 11.00 per S.F.
Form and pour 8" commercial driveway	$ 11.00 per S.F.
Saw Cut and removal of existing driveaway and add rock provided by City for 6" or 8" driveway replacement.	$ 6.00 per S.F.
Form and pour 6" concrete street	$ 14.00 per S.F.
Form and pour 8" concrete street	$ 14.00 per S.F.
Form and pour 12" concrete street	$ 14.00 per S.F.
Removal of asphalt/concrete street (depth varies) and 16" of soil base. Price to include haul off to City of Miami to designated location.	$ 39.00 per C.Y.

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Prices for requested project.	Cost
Replacement of 16" of aggregate base in lifts. Aggregate base provided by the city. Including placement of geogrid and geo-fabric	$ 45.00 per C.Y.
Form and pour gutter crossings.	$ 35.00 per S.F.
Form and pour sidewalk to match existing	$ 35.00 per S.F.
Unclassified excavation (undercut) below the 16"	$ 35.00 per ~~S.Y.~~ CY
Unclassified excavation rock placement	$ 35.00 per ~~S.Y.~~ CY
Form and pour standard ADA curb ramp.	$ 100.00 per S.F.
Form and pour soft spot/utility cuts to match existing.	$ 35.00 per S.F.
Prices for Machine work not priced above	**Cost Per Hour**
Mini Excavator	$ 145.00 per hour
Skid Steer	$ 100.00 per hour
10 Wheel Dump Truck (To include driver)	$ 145.00 per hour

Signature of bidder / authorized agent: _____

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MIAMI
City of Vision, Spirit & Opportunity

NON-COLLUSION AFFIDAVIT

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF Oklahoma)
) ss.
COUNTY OF Ottawa)

I, Scott Shangreaux, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of Scott Construction, the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City 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 the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

   c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

   d. to any collusion with any political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

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B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? **Circle one: Yes / No**

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____

_____

_____

_____.

Certified this 8 day of April 20 25.

Scott Construction
Name of Company

Signature of Authorized Agent

Subscribed and sworn to before me on this 8 day of April, 20 25.

(Seal)

M. FRISBIE NOTARY PUBLIC # 01013907 EXP. _____ IN AND FOR STATE OF OKLAHOMA OTTAWA COUNTY

Notary Public

My Commission Expires: 8.17.25

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MIAMI
City of Vision, Spirit & Opportunity

BIDDER RESPONSE SHEET

1. **RE: Solicitation No.** C25-10

2. **Bidder General Information:**
   FEI/SSN: [redacted] Supplier ID: N/A
   Company Name: Scott Construction

3. **Bidder Contact Information**:
   Address: PO Box 176
   City: Commerce OK State: OK Zip Code: 74339
   Contact Name: Scott Sharpenteen Title: Owner
   Phone # 918-542-0486 Fax # 918-675-5122
   Email: Scotts@NEOK.com Website: _____

4. **Oklahoma Sales Tax Permit:**
   ❑ YES – Permit # N/A
   ❑ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. **Registration with the Oklahoma Secretary of State:**
   ❑ YES – Filing # N/A
   ❑ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

6. **Workers' Compensation Insurance Coverage:**
   ❑ YES – Include a certificate of insurance with the proposal.
   ❑ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

Scott Sharpenteen — 4/8/2025
Authorized Signature — Date

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SCOTSHA-02 LEVANS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/7/2025

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

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

PRODUCER
Rich & Cartmill, Inc.
9401 Cedar Lake Avenue
Oklahoma City, OK 73114

CONTACT NAME: Lona Evans
PHONE (A/C, No, Ext): (405) 463-7521 FAX (A/C, No):
E-MAIL ADDRESS: levans@rcins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : BITCO GENERAL INS CORP	20095
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Scott Sharpensteen dba
1610 Washington Drive
Miami, OK 74354
[redacted]

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	CLP3755640	4/14/2025	4/14/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS			CAP3755641	4/14/2025	4/14/2026	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			CUP3755642	4/14/2025	4/14/2026	AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Commercial Inland Ma			CLP3755640	4/14/2025	4/14/2026	Leased/Rented Equip	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is Included as Additional Insured as Respects to General Liability as Required by Written Contract. Waiver of Subrogation is Included in Favor of Certificate Holder as Respects to General Liability as Required by Written Contract.

CERTIFICATE HOLDER

City of Miami-Special Utility Authority
129 5th NW
Miami, OK 74354

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Randy A Wall

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/08/2025

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

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

PRODUCER	CONTACT NAME: CompSource Mutual Insurance Company
	PHONE (A/C, No, Ext): (405) 232-7663 ext. 5102 — FAX (A/C, No):
	E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CompSource Mutual Insurance Company	36188
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Sharpensteen, Scott dba Scott Construction
PO Box 176
Commerce, OK 74339

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A		01880207 25 1	04/01/2025	04/01/2026	E.L. EACH ACCIDENT	$ 1,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

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

CERTIFICATE HOLDER

CITY OF MIAMI
PO BOX 1288
MIAMI, OK 74355

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED:
CompSource Mutual Insurance Company		Sharpensteen, Scott dba Scott Construction PO Box 176 Commerce, OK 74339
POLICY NUMBER 01880207 25 1		
CARRIER CompSource Mutual Insurance Company	NAIC CODE 36188	EFFECTIVE DATE: 04/01/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ____25____ FORM TITLE: _Certificate of Liability Insurance_____

DBA names:
Scott Construction

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Miami Special Utility Authority (MSUA) Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-10D With Torres Concrete for Annual On-Call Concrete Repair Service (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon Submission of all Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
Torres Concrete Construction - Annual On Call Concrete Repair Service C25-10D FY 2025-2026 05202025.pdf
Torres Concrete Construction 26 27 Amendment.pdf

CONTRACT NO.: C25-10D

MIAMI
City of Vision, Spirit & Opportunity

CONTRACT

ANNUAL ON-CALL CONCRETE REPAIR SERVICE (C25-10)

This Contract is made this 20th day of May, 2025, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, (for the use by the City and its subsidiaries) and Torres Concrete Construction ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. Contract Term, Renewal Option, and Price Increases. Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30th, 2026. Thereafter, the City, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the City and its affiliates needs for such service. Price increases, if requested by the CONTRACTOR, will be considered only in conjunction with the exercise of any annual renewal option by the City and must be based upon material cost ONLY. Documentation of the price increase(s) is required. Prices can only escalate after review of supporting documentation and upon written agreement of both parties.

2. Termination Prior to End of Contract Term. Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. Insurance and Indemnity. The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma and its subsidiaries as an additional insured and having aggregate limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. **General Provisions.** The following general provisions shall apply to this Contract:

   a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

   b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

   c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

   d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

   e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

   f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

   g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

   h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

   i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

   j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

   k. **Survival.** All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

Bless Parker, Mayor

COMPANY

ATTEST:

~~Melissa Moore, City Clerk~~
Molly Olson, Admin to City Manager

Misty Barnes, City Attorney

Bless Parker, MSUA Chairman

COMPANY

ATTEST:

~~Melissa Moore, City Clerk~~
Molly Olson, Admin to City Manager

Misty Barnes, MSUA Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/16/2025

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

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

PRODUCER	CONTACT NAME:	
Standard Lines Services, a Division of Graham-Rogers 501 SE Frank Phillips Blvd, Ste 100 Bartlesville OK 74003	PHONE (A/C, No, Ext): (800) 570-0767	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Grain Dealers Mutual Ins Co	22098
INSURED Hugo Torres DBA Torres Construction 910 L St NW Miami OK 74354	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✔ COMMERCIAL GENERAL LIABILITY	Y	Y	CP00094836	01/01/2025	01/01/2026	EACH OCCURRENCE	$ $1,000,000
	☐ CLAIMS-MADE ✔ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ $500,000
							MED EXP (Any one person)	$ $10,000
							PERSONAL & ADV INJURY	$ $1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ $2,000,000
	☐ POLICY ✔ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ $2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WK00008722	01/01/2025	01/01/2026	✔ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ $500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ $500,000
							E.L. DISEASE - POLICY LIMIT	$ $500,000

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

Blanket Additional Insured-Completed Operations when required by written contract (BPM 3142 02-15)
GENERAL LIABILITY: Blanket Additional Insured when required by written contract (BP 04 51 01-06) Blanket Waiver of Subrogation when required by written contract (BP 04 97 01-06) Blanket Primary/Non-Contributory when required by written contract (BPM 3148 05-15)

CERTIFICATE HOLDER

City of Miami & MSUA
129 5th Ave NW
Miami OK 74354

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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C25-10

BID FOR ANNUAL ON-CALL CONCRETE REPAIR SERVICE

TORRES CONCRETE CONSTRUCTION

QUOTE PACKET

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MIAMI
City of Vision, Spirit & Opportunity

SOLICITATION

Solicitation #: C25-10

Solicitation Issue Date: March 21st, 2025

Solicitation Type: Formal Bid

Title: BID FOR ANNUAL ON-CALL CONCRETE REPAIR SERVICE

Brief Description: The City is seeking sealed bids for non-exclusive, as-needed, concrete repair service to all facilities owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Response Due Date: April 17th, 2025

Time: 11 A.M.

Issued By Purchasing Agent, Brian Brassfield

RETURN SEALED BID TO:

Brian Brassfield – Purchasing Agent
City of Miami
129 5th AVE NW
MIAMI, OK 74354

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INSTRUCTIONS TO BIDDERS

SEALED BIDS Bidders are invited to submit a bid to the City of Miami in a sealed envelope which is **clearly marked with the solicitation number and the name and address of the bidder**, to perform all work necessary to comply with the specifications and conditions contained herein.

BRIEF DESCRIPTION OF OPPORTUNITY Non-exclusive, as-needed concrete repair service to all facilities owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority. A response to this solicitation for bids will consist of specifying the labor rates the Bidder will charge the City of Miami (in linear feet/square feet) for the specified services. The amounts must be included in the proposer's response to this solicitation for bids as evidenced by completion of the Bid Form for C25-10 and returning it to the City Purchasing Agent by 11a.m. April 17th, 2025, along with all other required documents cited herein.

INTERPRETATION OF CONTRACT DOCUMENTS Questions regarding documents, discrepancies, omissions, or intent of the scope/specifications shall be submitted in writing to the City through the Purchasing Agent at least seven (7) days prior to opening of bids to provide time for issuing and forwarding an addendum to the Solicitation packet. Any interpretation of the contract documents will be made only by addendum duly issued or delivered by the City of Miami to each person receiving a set of documents. The City of Miami will not be responsible for any other explanations or interpretation of the contract documents.

USE FORMS PROVIDED; OTHER DOCUMENTS Bids must be returned on forms provided in a sealed envelope. When submitting additional information, please do so on additional paper. The following must be provided with the response:

- Bidder's Response Sheet
- Bid Form
- Non-Collusion Affidavit
- Copy of Trade License(s) if applicable
- Proof of Worker's Compensation Insurance or affidavit of exempt status
- W-9

WITHDRAWAL OF BIDS Any bids may be withdrawn at any time prior to the hour fixed in the solicitation for sealed bids for the opening of bids, provided that a request in writing, executed by the bidder, or the bidder's duly authorized representative, for the withdrawal of such bid is filed with the City prior to the time specified for opening of bids. The withdrawal of such bid will not prejudice the right of a bidder to file a new bid.

PENALTY FOR COLLUSION If at any time it shall be found that the person, firm or corporation to whom the contract has been awarded has, in presenting any bid, colluded with any other party or parties, then the contract so awarded shall be null and void, and the bidder/Contractor shall be liable to the City for all loss or damage which the City may suffer thereby, and the City may advertise for new bids for said work.

LICENSE Each Bidder shall possess such State and local license(s) as are required by law and shall furnish copies of the same with its bid. Upon request, the successful Contractor shall furnish proof that any such license(s) continue in effect during the entire term of the contract.

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TITLE 18 COMPLIANCE To the extent applicable, Compliance with Oklahoma's General Corporation Act and the Limited Liability Company Act is required before a Contract will be awarded. Each bidder representing a corporation, limited liability company, or other formal business structure, agrees to provide upon request a Federal Employer's Identification Number and proof of lawful filing with the Oklahoma Secretary of State as required by Oklahoma's General Corporation Act and the Limited Liability Company Act. (See 18 O.S. §§ 1000-1144, 2000-2060).

LIABILITY INSURANCE The award of any contract is conditioned upon the successful Contractor's submission of a Certificate of Liability Insurance reflecting coverage of the type(s) and in the amount(s) set forth in the contract form and naming the City of Miami as an additional insured on the policy/ies.

OPENING OF BIDS Bids will be opened and recorded at the time and place indicated in the solicitation for sealed bids. Bidders or their agents are invited to be present.

ACCEPTANCE AND REJECTION OF BIDS The City of Miami reserves the right to accept the bid which, in its judgment is the best offer, to reject any or all bids, and to waive irregularities or informalities at its discretion.

AWARD OF CONTRACT The award of any contract will be made to the bidder offering the best value and having provided the necessary insurance and other documents required per the solicitation for bids and these Instructions. It is anticipated that approval will be received within 30 days of opening of bids. In the event that the approvals are not received, or the City of Miami cannot award or reject said bids within 60 days from the date of opening bids, participants shall have the right to withdraw their bids on written notice to the City.

EXECUTION OF CONTRACT The contract executed by the successful Contractor, together with the required proof of insurance and other documents, shall be returned to the purchasing agent within 10 days from and after the date of the award of the contract.

FAILURE TO EXECUTE AGREEMENT AND PROVIDE PROOF OF INSURANCE Failure of a successful Contractor to execute the agreement and submit the required proof(s) of insurance within the required time shall be just cause for the annulment of the award. Upon annulment of an award as aforesaid, the City may then award the contract to the bidder offering the next best bid.

UTILITY MANHOLES/VALVES When the lowering or raising of manholes or valves is necessary or incidental to performance of any part of the contract, it shall be the responsibility of the Contractor to notify the Director of Public Utilities/designee in advance of such action.

LOCATING UNDERGROUND UTILITIES When necessary to performance of the contract, it shall be the responsibility of the Contractor to call OKIE before digging. To submit a locate request by phone, dial 811 or 1(800)522-OKIE. Contractor shall call OKIE prior to any excavation. It is the Contractor's responsibility to locate and preserve all utilities. The City shall not be responsible for or pay for any damage caused by the Contractor to any utility above or below ground. All damage to City's utilities will be billed to Contractor at a reasonable rate. This will cover the material and manpower of the repair.

PAYMENT Payment requests shall be submitted in the form of a detailed invoice provided on a monthly basis by the Contractor to the Public Works Director/designee, who will sign such invoice if satisfied with the work reflected therein. The invoice will then be submitted to Finance and set for approval at the next meeting of the City Council. Upon approval by the Council, a check will be issued to the Contractor

FINAL PAYMENT – LIEN RELEASE The final payment request of any 1-year term of the contract shall include a signed lien release on the form provided, for all work performed pursuant to the contract.

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LEGAL CONTRACT A submitted bid constitutes a legal offer, and any bid, when accepted by the City, shall constitute an enforceable contract.

The contract resulting from this solicitation shall include the following documents:

- Solicitation, including these Instructions and the Contract, as amended (if applicable); and
- Successful bid (including required certifications), to the extent the bid does not conflict with the scope/specifications or anything in the Solicitation

Collectively, the documents comprising the contract shall be referred to as the "Contract Documents".

EMPLOYMENT RELATIONSHIP The contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the City of Miami. The Contractor's employees shall not be considered employees of the City of Miami for any purpose, and accordingly shall not be eligible for rights or benefits accruing to City employees; nor shall the City be responsible with respect to Contractor or Contractor's employees for any Workers' Compensation benefits or other benefits required under state or federal law.

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SCOPE, SPECIFICATIONS, AND REQUIREMENTS

The purpose of this Solicitation to receive sealed bids to enter into a contract for:

ON-CALL CONCRETE REPAIR SERVICE (C25-10)

Project specifics: The City is seeking sealed bids for non-exclusive, as-needed concrete repair service to all facilities owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Bids should be stated in terms of a linear feet/square feet rate. Rates shall include tools, transportation, machinery, and materials commonly on-hand for the trade, such as forms, ties, rebar chairs, stakes etc. The City of Miami shall supply all major material including concrete, rebar, baskets, paving fabric, geogrid and compaction/leveling rock. Contractor will be responsible for pick-up and delivery of same.

Contractor shall coordinate with owner; all slopes, grades and compaction of proposed work prior to placement of formwork. All improvements shall be completed as per available standard construction details. Details are available upon request. Private property damaged by the Contractor shall be replaced at no cost to the Owner. Grass damaged during repairs outside of designated work area shall be repaired with a seed mix approved by the Owner. Sodded lawns damaged outside of designated work area shall be replaced in-kind in coordination between the Homeowner and the Contractor. Traffic Control shall be the responsibility of the Contractor. All traffic control shall meet the minimum requirements of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) Standards. Complete street closures will not be allowed, and streets must be reopened at the end of each business day or prior to closing the next section of work.

All positions must be licensed as required by the State of Oklahoma and registered with the City of Miami. Contractor shall be responsible for obtaining any required permits. City will waive permit fees as necessary for each work order. Successful contractor must be available with a 48-hour response time for all emergency calls, including after-hours calls. Non-emergency calls shall require no more than a 5-day response time. All work shall be completed in a timely manner.

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BID FORM
C25-10

Vendor Name: Hugo Torres

Prices for requested project.	Cost
Form and pour integral curb and gutter under 200 L.F.	$ 17.50 per L.F.
Form and pour integral curb and gutter over 200 L.F.	$ 16.75 per L.F.
Form and pour mountable curb and gutter under 200 L.F.	$ 16.50 per L.F.
Form and pour mountable curb and gutter over 200 L.F.	$ 16.25 per L.F.
Form and pour 4" residential driveway	$ 5.85 per S.F.
Form and pour 6" residential driveway	$ 6.35 per S.F.
Form and pour 8" commercial driveway	$ 6.45 per S.F.
Saw Cut and removal of existing driveaway and add rock provided by City for 6" or 8" driveway replacement.	$ 8.45 per S.F.
Form and pour 6" concrete street	$ 2.30 per S.F.
Form and pour 8" concrete street	$ 2.50 per S.F.
Form and pour 12" concrete street	$ 3.25 per S.F.
Removal of asphalt/concrete street (depth varies) and 16" of soil base. Price to include haul off to City of Miami to designated location.	$ _____ per C.Y.

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Prices for requested project.	Cost
Replacement of 16" of aggregate base in lifts. Aggregate base provided by the city. Including placement of geogrid and geo-fabric	$_____ per C.Y.
Form and pour gutter crossings.	$ 4 50 per S.F.
Form and pour sidewalk to match existing	$ 12 25 per S.F.
Unclassified excavation (undercut) below the 16"	$_____ per S.Y.
Unclassified excavation rock placement	$_____ per S.Y.
Form and pour standard ADA curb ramp.	$ 12 50 per S.F.
Form and pour soft spot/utility cuts to match existing.	$ 10 00 per S.F.
Prices for Machine work not priced above	**Cost Per Hour**
Mini Excavator	$ 64 00 per hour
Skid Steer	$ 64 00 per hour
10 Wheel Dump Truck (To include driver)	$ 90 00 per hour

Signature of bidder / authorized agent: _____

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City of Vision, Spirit & Opportunity

CONTRACT

ANNUAL ON-CALL CONCRETE REPAIR SERVICE (C25-10)

This Contract is made this _____ day of _____, 2025, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, (for the use by the City and its subsidiaries) and Torres Concrete Construction ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. Contract Term, Renewal Option, and Price Increases. Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30th, 2026. Thereafter, the City, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the City and its affiliates needs for such service. Price increases, if requested by the CONTRACTOR, will be considered only in conjunction with the exercise of any annual renewal option by the City and must be based upon material cost ONLY. Documentation of the price increase(s) is required. Prices can only escalate after review of supporting documentation and upon written agreement of both parties.

2. Termination Prior to End of Contract Term. Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. Insurance and Indemnity. The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma and its subsidiaries as an additional insured and having aggregate limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

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4. **General Provisions.** The following general provisions shall apply to this Contract:

   a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

   b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

   c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

   d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

   e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

   f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

   g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

   h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

   i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

   j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

   k. **Survival.** All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

_____		_____	4/1/25
City of Miami	Date	Contractor	Date
Bless Parker, Mayor			
		Title: owner	

Attest:

_____

Melissa Moore, City Clerk

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City of Vision, Spirit & Opportunity

NON-COLLUSION AFFIDAVIT

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF Oklahoma)
) ss.
COUNTY OF OTTAWA)

I, Hugo Torres, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of Torres Concrete Const., the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City 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 the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

   c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

   d. to any collusion with any political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

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B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? **Circle one: Yes / (No)**

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____

_____

_____

_____.

Certified this 1st day of April 2025.

Torres Concrete Construction
Name of Company

Signature of Authorized Agent

Subscribed and sworn to before me on this 1st day of April, 2025.

(Seal)

OFFICIAL SEAL
KIMBERLY J. REYES
NOTARY PUBLIC OKLAHOMA
CRAIG COUNTY
COMM. NO. 11005469 EXP. 06-16-2027

Kimberly J. Reyes
Notary Public

My Commission Expires: 06.16.2027

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MIAMI
City of Vision, Spirit & Opportunity

BIDDER RESPONSE SHEET

1. **RE: Solicitation No.** C25-10

2. **Bidder General Information:**

FEI/SSN: _____ Supplier ID: 68-0639715

Company Name: Torres Concrete Construction

3. **Bidder Contact Information**:

Address: 910 L st. N.W.

City: miami State: ok Zip Code: 74354

Contact Name: Hugo Torres Title: Owner

Phone # 918 541 6496 Fax # _____

Email: Torres concrete construction 7435@gmail.com Website: _____

4. **Oklahoma Sales Tax Permit:**

☑ YES – Permit # 68-0639715

☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. **Registration with the Oklahoma Secretary of State:**

☐ YES – Filing # _____

☑ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

sole proprietership

6. **Workers' Compensation Insurance Coverage:**

☑ YES – Include a certificate of insurance with the proposal.

☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

Authorized Signature

4/1/25
Date

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City of Vision, Spirit & Opportunity

LIEN RELEASE

WHEREAS, Torres Concrete Construction has contracted with the City of Miami to furnish materials and/or labor and services for

ANNUAL ON-CALL CONCRETE REPAIR

Contract #: C25-10

THEREFORE, the undersigned Contractor does hereby certify and warrant that they have made payment in full for any and all labor and material obligations incurred directly and indirectly as a result of this work and have received payment in accordance with the contract through the date of this Release. Furthermore, the undersigned Contractor does hereby agree to indemnify and hold harmless from any and all claims and liens, the City of Miami, its agents, and the contract improvements and real property.

Contractor: Torres Concrete Construction

Authorized Agent: Hugo Torres

Typed or Printed Name: _____

Title: Owner

STATE OF Oklahoma)
) ss.
COUNTY OF Ottawa)

Before me, a Notary Public in and for said County and State, on this 1st day of April, 20 25. Personally appeared Hugo Torres, to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.
Given under my hand and seal of office, the day and year above written.

(Seal)

OFFICIAL SEAL
KIMBERLY J. REYES
NOTARY PUBLIC OKLAHOMA
CRAIG COUNTY
COMM. NO. 11005469 EXP. 06-16-2027

Kimberly J. Reyes
Notary Public

My Commission Expires: 06.16.2027

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AMENDMENT FOR CONTRACT RENEWAL FY 26/27

One of Three Allowable Extensions

WHEREAS the City of Miami and Torres Concrete Construction (collectively "the parties") entered a written Contract for Annual On-Call Concrete Repair, ("Contract"), numbered C25-10, on May 20, 2025; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the May 20, 2025, meeting of the City Council and Miami Special Utility Authority on that same date.

WHEREAS this Amendment for Contract Renewal FY 26/27 extends the terms of Contract C25-10 for the first of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council and Miami Special Utility Authority.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C25-10 the terms of the original Contract C25-10 will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for On-Call, Concrete Repair, numbered C25-10 IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027.

SIGNED THIS ____ DAY OF _____, 2026:

_____
Bless Parker, Mayor

_____
Torres Concrete Construction

ATTEST:

_____
Melissa Moore, City Clerk

_____
Misty Barnes, City Attorney

Miami Special Utility Authority (MSUA) Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-10E With Prestige Construction Services for Annual On-Call Concrete Repair Service (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon Submission of all Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
C25-10 Prestige 25-10, Amendment Concrete Repair.pdf
Prestige Construction Services, LLC - Annual On Call Concrete Repair Service C25-10E FY 2025-2026 05202025.pdf

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

One of Three Allowable Extensions

WHEREAS the City of Miami and Prestige Construction Services, LLC (collectively "the parties") entered a written Contract for Annual On-Call Concrete Repair, ("Contract"), numbered C25-10, on May 20, 2025; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the May 20, 2025, meeting of the City Council and Miami Special Utility Authority on that same date.

WHEREAS this Amendment for Contract Renewal FY 26/27 extends the terms of Contract C25-10 for the first of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council and Miami Special Utility Authority.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C25-10 the terms of the original Contract C25-10 will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for On-Call, Concrete Repair, numbered C25-10 IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027.

SIGNED THIS 8 **DAY OF** May **, 2026**:

Bless Parker, Mayor	Prestige Construction Services, LLC
ATTEST:	
Melissa Moore, City Clerk	Misty Barnes, City Attorney

CONTRACT NO.: C25-10 E

MIAMI
City of Vision, Spirit & Opportunity

CONTRACT

ANNUAL ON-CALL CONCRETE REPAIR SERVICE (C25-10)

This Contract is made this 20th day of May, 2025, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, (for the use by the City and its subsidiaries) and Prestige Construction Services, LLC. ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. **Contract Term, Renewal Option, and Price Increases.** Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30th, 2026. Thereafter, the City, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the City and its affiliates needs for such service. Price increases, if requested by the CONTRACTOR, will be considered only in conjunction with the exercise of any annual renewal option by the City and must be based upon material cost ONLY. Documentation of the price increase(s) is required. Prices can only escalate after review of supporting documentation and upon written agreement of both parties.

2. **Termination Prior to End of Contract Term.** Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. **Insurance and Indemnity.** The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma and its subsidiaries as an additional insured and having aggregate limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. **General Provisions.** The following general provisions shall apply to this Contract:

   a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

   b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

   c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

   d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

   e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

   f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

   g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

   h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

   i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

   j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

   k. **Survival.** All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

Bless Parker, Mayor

ATTEST:

~~Melissa Moore, City Clerk~~

Molly Olson, Admin to City Manager

COMPANY

Misty Barnes, City Attorney

Bless Parker, MSUA Chairman

ATTEST:

~~Melissa Moore, City Clerk~~

Molly Olson, Admin to City Manager

COMPANY

Misty Barnes, MSUA Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06-24-25

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

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

PRODUCER	CONTACT NAME:	
The Cole Organization Inc. 1 S. Main Street Miami, OK 74354	PHONE (A/C, No, Ext): (918)542-5480	FAX (A/C, No):
	E-MAIL ADDRESS: brittney@thecoleorganization.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Risk Placement Services	
INSURED	INSURER B : Compsource Oklahoma	
Bart Wright DBA: Prestige Construction 11300 S Hwy 69 Miami, Ok 74354	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	NN1245634	4/4/25	4/4/26	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	03448461-23-1	10/9/24	10/9/25	PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
City Of Miami, OK | MSUA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Brittney Collins, Agent

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C25-10

BID FOR ANNUAL ON-CALL CONCRETE REPAIR SERVICE

PRESTIGE CONSTRUCTION

QUOTE PACKET

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MIAMI
City of Vision, Spirit & Opportunity

BID FORM
C25-10

Vendor Name: Prestige Construction Services LLC

Prices for requested project.	Cost
Form and pour integral curb and gutter under 200 L.F.	$ 15.75 per L.F.
Form and pour integral curb and gutter over 200 L.F.	$ 15.00 per L.F.
Form and pour mountable curb and gutter under 200 L.F.	$ 14.50 per L.F.
Form and pour mountable curb and gutter over 200 L.F.	$ 14.00 per L.F.
Form and pour 4" residential driveway	$ 1.90 per S.F.
Form and pour 6" residential driveway	$ 2.00 per S.F.
Form and pour 8" commercial driveway	$ 2.05 per S.F.
Saw Cut and removal of existing driveaway and add rock provided by City for 6" or 8" driveway replacement.	$ 3.25 per S.F.
Form and pour 6" concrete street	$ 1.90 per S.F.
Form and pour 8" concrete street	$ 2.00 per S.F.
Form and pour 12" concrete street	$ 2.10 per S.F.
Removal of asphalt/concrete street (depth varies) and 16" of soil base. Price to include haul off to City of Miami to designated location.	$ 46 per C.Y.

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MIAMI
City of Vision, Spirit & Opportunity

ADDENDUM NO. 1

BID #C25-10 Title: ON-CALL CONCRETE REPAIR SERVICE

1. Add 2nd page to bid form, see page 7 of solicitation packet. Added on 3.27.25

Prices for requested project.	**Cost**
Replacement of 16" of aggregate base in lifts. Aggregate base provided by the city. Including placement of geogrid and geo-fabric	$ 7.25 per C.Y.
Form and pour gutter crossings.	$ 4.50 per S.F.
Form and pour sidewalk to match existing	$ 3.50 per S.F.
Unclassified excavation (undercut) below the 16"	$ 36.00 per S.Y.
Unclassified excavation rock placement	$ 36.00 per S.Y.
Form and pour standard ADA curb ramp.	$ 6.00 per S.F.
Prices for Machine work not priced above	**Cost Per Hour**
Mini Excavator	$ 95 per hour
Skid Steer	$ 95 per hour
10 Wheel Dump Truck (To include driver)	$ 100 per hour

Contractors, please acknowledge receipt of this addendum by signing below and returning to my e-mail b.brassfield@miamiokla.net Also include this addendum in your bid submissions.

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MIAMI
City of Vision, Spirit & Opportunity

ADDENDUM NO. 2

BID #C25-10 Title: ON-CALL CONCRETE REPAIR SERVICE

1. Add line item to 2nd page to bid form, see page 7 of solicitation packet. Added on 4.1.25

Form and pour soft spot/utility cuts to match existing.	$ 6.50 per S.F.

Contractors, please acknowledge receipt of this addendum by signing below and returning to my e-mail b.brassfield@miamiokla.net Also include this addendum in your bid submissions.

Contractor Representative/Authorized Signor

MIAMI
City of Vision, Spirit & Opportunity

NON-COLLUSION AFFIDAVIT

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF Oklahoma)
) ss.
COUNTY OF Ottawa)

I, Bart Wright, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of Prestige Construction Services LLC, the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City 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 the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

   c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

   d. to any collusion with any political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? **Circle one: Yes (No)**

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____

_____

_____

_____.

Certified this 17th day of April 20 25.

Prestige Construction Services LLC
Name of Company

Signature of Authorized Agent

Subscribed and sworn to before me on this 17th day of April, 20 25.

(Seal)

Kilie VanCleave
Notary Public

OFFICIAL SEAL
KILIE VANCLEAVE
NOTARY PUBLIC OKLAHOMA
OTTAWA COUNTY
COMM. NO. 13002953 EXP. 03-27-2029

My Commission Expires: March 27, 2029

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MIAMI
City of Vision, Spirit & Opportunity

BIDDER RESPONSE SHEET

1. **RE: Solicitation No.** C25-10

2. **Bidder General Information:**

   FEI/SSN: 87-2636789 Supplier ID: _____

   Company Name: Prestige Construction Services LLC

3. **Bidder Contact Information**:

   Address: 11300 Hwy 69

   City: Miami State: OK Zip Code: 74354

   Contact Name: Bart Wright Title: Owner

   Phone # 918-533-3995 Fax # _____

   Email: bart@prestigeconstructionservicesllc.net Website: _____

4. **Oklahoma Sales Tax Permit:**

   ☐ YES – Permit # _____

   ☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. **Registration with the Oklahoma Secretary of State:**

   ☒ YES – Filing # 5104187002

   ☐ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

6. **Workers' Compensation Insurance Coverage:**

   ☒ YES – Include a certificate of insurance with the proposal.

   ☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

Authorized Signature

4/17/25
Date

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/17/25

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

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PRODUCER	CONTACT NAME:	
The Cole Organization Inc. 1 S. Main Street Miami, OK 74354	PHONE (A/C, No, Ext): (918)542-5480	FAX (A/C, No):
	E-MAIL ADDRESS: brittney@thecoleorganization.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Risk Placement Services	
INSURED	INSURER B : Compsource Oklahoma	
Bart Wright DBA: Prestige Construction 11300 S Hwy 69 Miami, Ok 74354	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			NN1245634	4/4/25	4/4/26	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			03448461-23-1	10/9/24	10/9/25	PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

CERTIFICATE HOLDER

City Of Miami

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brittney Collins, Agent

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Printed by BLC on April 17, 2025 at 08:15AM

Contractor Representative/Authorized Signor

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Miami Special Utility Authority (MSUA) Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-11 With Muskogee Sand for "As Needed" Concrete Sand Supply (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:
Muskogee Sand is increasing their price by 10% for sand from $10 per ton to $11 per ton picked up.
Their price went up approx. 3.5% for sand from $28 per ton to $29 per ton delivered.

STAFFS RECOMMENDATION:

ATTACHMENT(S):
2026.04.14 Muskogee Sand 25-11, Amendment 1 Leg Rev.docx
Muskogee Sand - Annual As Needed Concrete Sand Supply C25-11 FY 2025-2026 05202025.pdf
MIAMI - Annual Aggregate Bid - Sand_CITY OF MIAMI_00000794.pdf

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

One of Three Allowable Extensions

WHEREAS the City of Miami and Muskogee Sand Company, Inc. (collectively "the parties") entered a written Contract for Annual As Needed, On-Call, ("Contract"), numbered C25-11, on May 20, 2025; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the May 20, 2025, meeting of the City Council and Miami Special Utility Authority on that same date.

WHEREAS this Amendment for Contract Renewal FY 26/27 extends the terms of Contract C25-11 for the first of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council and Miami Special Utility Authority.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C25-11 the terms of the original Contract C25-11 will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for Annual As Needed, Concrete Sand Supply, numbered C25-11 IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027.

SIGNED THIS ____ DAY OF _____, 2026:

_____ _____

Bless Parker, Mayor Muskogee Sand Company, Inc.

ATTEST:

_____ _____

Melissa Moore, City Clerk Misty Barnes, City Attorney

CONTRACT NO.: C25-11

City of Vision, Spirit & Opportunity

CONTRACT

ANNUAL "AS NEEDED" CONCRETE SAND SUPPLY (C25-11)

This Contract is made this 20th day of May, 2025, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, (for the use by the City and its subsidiaries) and Muskogee Sand ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. **Contract Term, Renewal Option, and Price Increases.** Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30th, 2026. Thereafter, the City, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the CITY's need for such service. Price increases, if requested by the CONTRACTOR, will be considered only in conjunction with the exercise of any annual renewal option by the CITY and must be based upon material cost ONLY. Documentation of the price increase(s) is required. Prices can only escalate after review of supporting documentation and upon written agreement of both parties.

2. **Termination Prior to End of Contract Term.** Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. **Insurance and Indemnity.** The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma and its subsidiaries as an additional insured and having aggregate limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. **General Provisions.** The following general provisions shall apply to this Contract:

a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

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c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

k. **Survival.** All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

Bless Parker, Mayor

COMPANY

ATTEST:

~~Melissa Mayfield, City Clerk~~

Molly Olson, Admin to City Manager

Misty Barnes, City Attorney

Bless Parker, MSUA Chairman

COMPANY

ATTEST:

~~Melissa Mayfield, City Clerk~~

Molly Olson, Admin to City Manager

Misty Barnes, MSUA Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/18/2025

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

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

PRODUCER	CONTACT NAME: Regina Musich	
Brown & Brown Insurance Services, Inc. 208 North Mill St Pryor OK 74361	PHONE (A/C, No, Ext): (918) 825-3295	FAX (A/C, No): (888) 296-5431
	E-MAIL ADDRESS: Regina.Musich@bbrown.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : BITCO General Insurance Corporation	20095
INSURED Muskogee Sand Company, Inc. P.O. Box 968 Pryor OK 74362	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2462586621 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		CLP3745491	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		CAP3745490	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y		CUP3745487	07/01/2024	07/01/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC3745489	07/01/2024	07/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Equipment Floater			CLP3745492	07/01/2024	07/01/2025	Leased & Rented Equipment	$375,000

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

City of Miami and Miami Special Utility Authority are additional insured in regard to General and Auto Liaibilty. Umbrella is follow form.

CERTIFICATE HOLDER

City of Miami
Miami Special Utility Auth.
PO Box 1288
Miami OK 74355

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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C25-11

ANNUAL BID FOR CONCRETE SAND

MUSKOGEE SAND

QUOTE PACKET

MIAMI
City of Vision, Spirit & Opportunity

BIDDER RESPONSE SHEET

1. **RE: Solicitation No.** C25-11

2. **Bidder General Information:**

   FEI/SSN: 73-1119761

   Company Name: Muskogee Sand

3. **Bidder Contact Information:**

   Address: PO Box 927

   City: Pryor State: OK Zip Code: 74362

   Contact Name: Deron Jennings Title:

   Phone # 918-530-6809 Fax # 918-825-3388

   Email: [redacted] sales@kempquarries.com Website:

4. **Oklahoma Sales Tax Permit:**

   ☑ YES – Permit # 1289166848

   ☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. **Registration with the Oklahoma Secretary of State:**

   ☑ YES – Filing # MS-1900364735

   ☐ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

6. **Workers' Compensation Insurance Coverage:**

   ☑ YES – Include a certificate of insurance with the proposal.

   ☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

[signature] 4-15-25

Authorized Signature Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/15/2025

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

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PRODUCER	CONTACT NAME: Regina Musich	
Brown & Brown Insurance Services, Inc. 208 North Mill St Pryor OK 74361	PHONE (A/C, No, Ext): (918) 825-3295	FAX (A/C, No): (888) 296-5431
	E-MAIL ADDRESS: Regina.Musich@bbrown.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : BITCO General Insurance Corporation	20095
INSURED Muskogee Sand Company, Inc. P.O. Box 968 Pryor OK 74362	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2462586621 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CLP3745491	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			CAP3745490	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP3745487	07/01/2024	07/01/2025	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC3745489	07/01/2024	07/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Equipment Floater			CLP3745492	07/01/2024	07/01/2025	Leased & Rented Equipment	$375,000

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

CERTIFICATE HOLDER

City of Miami
129 5th Ave NW
Miami OK 74354

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Tammy Harvey

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MIAMI
City of Vision, Spirit & Opportunity

NON-COLLUSION AFFIDAVIT

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF Oklahoma)
) ss.
COUNTY OF Mayes)

I, Stacy Wolfe, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of Muskogee Sand, the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City 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 the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

   c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

   d. to any collusion with any political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? Circle one: Yes / (No)

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____

_____

_____

_____.

Certified this 15th day of April 20 25.

Muskogee Sand
Name of Company

Signature of Authorized Agent

Subscribed and sworn to before me on this 15th day of April, 20 25.

(Seal)

Brandon Kyle Kemp
Notary Public

BRANDON KYLE KEMP
Notary Public, State of Oklahoma
Commission # 23016072
My Commission Expires 12-12-2027

My Commission Expires:

_____

MIAMI
City of Vision, Spirit & Opportunity

BID RESPONSE FORM
C25-11

VENDOR NAME: Muskogee Sand

(A) PASSING ¾" (19.0MM) SIEVE 100%
PASSING NO. 4 (4.75MM) SIEVE NOT OVER 5%

(B) FILTER SAND SHALL BE WELL GRADED SAND CONFORMING TO THE FOLLOWING REQUIREMENTS:
PASSING 3/8" (9.5MM) SIEVE 100%
PASSING NO. 4 SIEVE 95-100%
PASSING NO. 16 (1.18MM) SIEVE 45-85%
PASSING NO.50 (0.30MM) SIEVE 5-30%
PASSING NO.100 (0.15MM) SIEVE 0-10%

(C) SAMPLING AND TESTING.
SAMPLING AND TESTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING AASHTO METHODS:
SAMPLING T 2
SIEVE ANALYSIS T 27

SHOW PRICING AS COST PER TON DELIVERED (FOB) TO ANY LOCATION WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. AND PRICE PER TON IF PICKED UP BY THE CITY OR MSUA.

PRICE PER TON IF DELIVERED: $ 28.00

Total Cost per ton (Written Out) twenty eight dollars and 00/100

PRICE PER TON IF PICKED UP BY CITY/MSUA: $ 10.00

Total Cost per ton (Written Out) ten dollars and 00/100

28

Vendor Name: Muskogee Sand

FUEL SURCHARGES: Below is an ADJUSTMENT FOR MARKET COST OF FUEL (Diesel) chart. Bidders may complete the chart, if they wish to add a Fuel Surcharge to their invoices in the event that fuel prices reach the ranges listed. The surcharge rates should be stated in fixed amounts, in terms of price per delivery, and not as percentage rates.

ADJUSTMENT FOR MARKET COST OF FUEL (DIESEL)

COST PER GALLON	DELIVERY – Per Ton
$4.00 & Below	**No Charge**
$4.01 - $4.25	"
$4.25 - $4.50	.20
$4.50 - $4.75	.25
$4.75 - $5.00	.30
$5.00 - $5.25	Contact Offic
$5.25 - $5.50	"
$5.50 - $5.75	"
$5.75 - $6.00	"
$6.00 - $6.25	"
$6.25 - $6.50	"
$6.50 - $6.75	"

Signature of bidder / authorized agent:

Phone: 918.825.3370
Fax: 918.825.3388
sales@muskogeesand.com

Quote: 00000794
Quote Date: 2026-06-05
Quote Expiration Date: 2026-07-20
Order Expiration Date: 2027-06-01

Muskogee
3395 W 50th St North
Porter, OK 74454

Quotation Proposal

Bill To:
CITY OF MIAMI
PO BOX 1288

MIAMI OK 74355-1288
US

Contact: Brian Brasfield
Phone: 918-541-2225
Mobile:
Email: b.brassfield@miamiokla.net

Ship To:
MIAMI - Annual Aggregate Bid - Sand
505 D Street Northeast

Miami OK 74354
US

Salesperson: Mark Garrison
Phone:
Email: mgarrison@kempquarries.com

Note to Customer:
Quoted Prices will Expire on 06/01/2027

Product ID	Product Description	Plant	Quantity	Unit	Material	Truck Type	Freight	Delivered
5300	CONCRETE SAND	MS East Plant	1000	Ton	$11.00	TRL	$18.00	$29.00

All prices and surcharges DO NOT include the applicable sales taxes.

Terms: ***Net 30 days (see attached)***

Both the Material and Freight components of this Quote may be independently subject to a monthly surcharge. Assessed surcharges will be taxable in accordance with the attached Energy Surcharge table as it corresponds to the previous months average diesel price (should it exceed the established Base Price of $3.50 per gallon) as reported on the U.S. EIA website (see attached table for details)

Accepted:_____

Date:_____

SPECIFIC TERMS AND CONDITIONS

- **Both the Material and Freight components of this Quote may be independently subject to a monthly surcharge.**
- **At the discretion of Company, prices and all terms and conditions of the Quotation Proposal may not be deemed valid or enforceable without Buyer's written acceptance**. Prior to Buyer acceptance of this Quotation Proposal, should Buyer purchase any products encompassed within this Quotation Proposal using any of the quotation terms and conditions, including pricing, surcharges and deliver; Company will deem Buyer's verbal acceptance of and assent to such Quotation Proposal and/or its terms and conditions as a verbally consummated contract that is legally enforceable. Buyer's verbal acceptance and actions to abide by the Quotation Proposal and/or its terms and conditions will be Company's only basis for continuing to provide Buyer with any products listed within the Quotation Proposal. Failure of Buyer to abide by the Quotation Proposal and/or all its terms and conditions will result in Company's immediate discontinuation of product shipment.
- **Quotation Proposal acceptance will require Buyer's authorized representative to sign, date and return the Quotation Proposal to the Company a minimum of 2-weeks prior to desired delivery of quoted product or within 30 days of Quotation Date, whichever is earlier**.
- If the Buyer is unable to provide estimated product quantities at the time a quote is requested, quoted product quantity will be shown as one unit. In such cases, in order to ensure product availability of specific product purchases in excess of 1,000 tons, the Buyer will be responsible for providing Company with estimated quantities of such products 30-days in advance of desired delivery date.
- All new Buyers who prefer to establish a credit account to handle payments on the quoted materials, please notify a Company sales representative a minimum of 3 days prior to estimated delivery to allow adequate time for paperwork processing. Minimum Haul charge based on maximum legal load weight.
- All Company billings will be based upon scaled weights.
- To obtain quoted prices, Buyer is responsible for 1) ensuring Company receipt of Buyer signed Quotation Proposal to the Company prior to taking delivery of material, and 2) providing assigned quotation number to scale operator at time of each order or pickup. Failure of the above conditions will result in material purchases being billed at posted plant prices on the day of delivery.
- Quoted prices are based upon sales during normal plant operating hours. Pricing for Sundays, nights and Holidays can be quoted upon request.
- Quoted prices will terminate upon the Quote Expiration Dates provided here in. Deliveries beyond 60 days of Quote Expiration may be billed at posted plant prices on the day of delivery and will be subject to material availability in the absence of a modified Quotation.
- Quoted prices are not based upon Company providing payment and performance bonds or any form of insurance coverage. Pricing to include these items can be quoted upon request.
- Quoted prices are not based upon Buyer holding retainage on billed amounts due the Company.
- Quoted materials are subject to plant availability unless Buyer provides a written delivery schedule of the materials to the Company at least 14 days in advance of the estimated delivery date. All orders should be placed at least 24-hours in advance of delivery to ensure truck and material availability.
- Quoted prices do not include any material quality control (QC) testing. Any required QC testing will be at the direction and expense of the Buyer.

GENERAL TERMS AND CONDITIONS

Credit: Quotation Proposal should be considered to be cash in advance sale unless Buyer already maintains a Buyer credit account with the Company or obtains a credit account prior to the sale. Company will provide a Credit Application form to the Buyer upon request. Credit sales will not be permitted until such time as the company receives a properly completed Credit Application, has sufficient time to review the application and makes a determination on credit extension to the Buyer. If credit extension is provided but credit conditions become unsatisfactory at any time prior to Company fully performing under this Quotation Proposal, Company reserves the right to discontinue shipments or to cease performance until such time as Buyer remedies the credit issue. Late payments shall accrue a finance charge of one and one-half percent (1.5 %) per month or the highest rate allowable by law, whichever is less. Funds received by the Buyer from third parties on account of the materials purchased from the Company shall be held in Trust for the Company's benefit.

Taxes: Any taxes that are or may be levied by the United States Government or any state or political subdivision thereof, on the materials or on the services quoted here in, or on the sale or purchase or use thereof, or on the incidental transportation charges, shall be paid by the Buyer. If Company is required to collect and/or pay taxes, Buyer shall pay the same to Company at the time of payments for the materials and/or services purchased hereunder. Buyer hereby agrees to indemnify and hold Company harmless from any and all costs and expenses associated with any levy or attempted levy of any such taxes on Company.

Force Majeure: Company is not responsible for failure to supply materials due to strikes or other labor disputes, damages or repairs to necessary machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power or operating materials or machinery at reasonable costs; or by reason of any other cause beyond our control, including the inability to produce from own source materials meeting any applicable specification or requirement. In the event any such contingency should occur, Company reserves the right to determine the order of priority of delivering to its buyers.

Delivery Conditions: If the Company is providing a Haul price as part of this Quotation Proposal, the Buyer agrees to provide suitable roadways or approaches to points of delivery other than on paved streets. Company or company representative reserves the right to cease deliveries if the roadways or approaches are unsatisfactory in the Company's sole opinion. In the event Buyer directs delivery beyond curbline, Buyer assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such
deliveries.

Detention of Trucks at Delivery Site: Haul prices quoted herein are based on prompt unloading of the trucks at the Buyer's F.O.B. location. In the case of repeated delays in unloading, deliveries may be discontinued until conditions are corrected. When trucks are repeatedly delayed more than 20 minutes at the Buyer's F.O.B. location, truck wait time will be charged to the Buyer at a rate of $100.00 per hour.

Material Ownership: Materials become the property of the Buyer when Buyer assumes possession of such materials. When materials are hauled by the Buyer, material specifications and gradations are guaranteed by the Company up to the point such materials leave the Buyer F.O.B. Plant. Where materials are hauled by the Company in behalf of the Buyer, material specifications and gradations are guaranteed by the Company upon arrival at the Buyer F.O.B. location but prior to being placed. For purposes of material acceptance, payment and Buyer guarantees; any quality control testing performed by the Buyer will need to be performed prior to taking possession of the materials.

Miscellaneous: Anything herein to the contrary withstanding (a) Company's liability hereunder shall be limited to replacement of materials sold here under, and Company shall in no event be liable for consequential or incidental damages, and (b) all of the terms and provisions hereof shall become binding upon Buyer's order of and accepted possession of any of the materials specified herein, notwithstanding Buyer's failure to sign and return the original or copy of this Quotation Proposal.

Energy Surcharge

Diesel Related Energy - Base Price = $3.00 per gallon

% Change to Diesel Base Price	Add to Per Ton Price	% Change to Diesel Base Price	Add to Per Ton Price
2.5% to < 5.0%	$0.06	27.5% to < 30.0%	$0.50
5.0% to < 7.5%	$0.10	30.0% to < 32.5%	$0.54
7.5% to < 10.0%	$0.14	32.5% to < 35.0%	$0.58
10.0% to < 12.5%	$0.20	35.0% to < 37.5%	$0.62
12.5% to < 15.0%	$0.24	37.5% to < 40.0%	$0.66
15.0% to < 17.5%	$0.28	40.0% to < 42.5%	$0.71
17.5% to < 20.0%	$0.32	42.5% to < 45.0%	$0.75
20.0% to < 22.5%	$0.36	45.0% to < 47.5%	$0.80
22.5% to < 25.0%	$0.40	47.5% to < 50.0%	$0.84
25.0% to < 27.5%	$0.45	>50% <100%	>$0.84 <$1.73

Note: All monthly energy surcharges assessed will be computed using the above table as it corresponds to the prior months average diesel price as reported by the US Energy Information Administration (Midwest Region) on the following website: https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r20_w.htm

Miami Special Utility Authority (MSUA) Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-25B With NEO Concrete for "As Needed" Concrete Material (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
Signed Amendment for Concrete Material NEO Concrete.pdf
C25-25 NEO CONCRETE AND MATERIALS.pdf

MIAMI
City of Vision, Spirit & Opportunity

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

One of Three Allowable Extensions

WHEREAS the City of Miami and NEO Concrete and Materials, Inc. (collectively "the parties") entered a written Contract for Annual As Needed Concrete Material ("Contract"), numbered C25-25, on May 20, 2025; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the May 20, 2025, meeting of the City Council and Miami Special Utility Authority on that same date.

WHEREAS this Amendment for Contract Renewal FY 26/27 extends the terms of Contract C25-25 for the first of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council and Miami Special Utility Authority.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C25-25 the terms of the original Contract C25-25 will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for As Needed Concrete Material, numbered C25-25 IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027.

SIGNED THIS ____ DAY OF _____, 2026:

_____
Bless Parker, Mayor

_____
NEO Concrete and Materials, Inc.

ATTEST:

_____
Melissa Moore, City Clerk

_____
Misty Barnes, City Attorney

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SOLICITATION

Solicitation #: C25-25

Solicitation Issue Date: March 21st, 2025

Solicitation Type: Formal Bid

Title: BID FOR ANNUAL CONCRETE MATERIAL "AS NEEDED"

Brief Description: The City of Miami is seeking sealed bids for non-exclusive, as-needed CONCRETE MATERIAL for all facilities owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Response Due Date: April 17th, 2025

Time: 11:30 A.M.

Issued By Purchasing Agent, Brian Brassfield

RETURN SEALED BID TO:

Brian Brassfield – Purchasing Agent
City of Miami
129 5th AVE NW
MIAMI, OK 74354

SCOPE, SPECIFICATIONS, AND REQUIREMENTS

(BID RESPONSE SHEET EMBEDDED)

The purpose of this Solicitation to receive sealed bids to enter into a contract for:

ANNUAL BID FOR "AS NEEDED" CONCRETE MATERIAL SUPPLY (C25-25)

Project Details: The City of Miami is seeking sealed bids for non-exclusive, as-needed CONCRETE MATERIAL for all facilities owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Bids should be stated in terms of cost per ton. There are no guaranteed quantities to be purchased. All CONCRETE MATERIAL will be purchased on an "as needed" basis.

SPECIFICATIONS AND REQUIREMENTS

SACK MIX

Minimum specifications: Six (6) sack (94 Lbs. Per sack) per cubic yard of air entrained concrete. The maximum size of aggregate shall not exceed one (1) inch. The maximum slump not to exceed three (3) inches.

Concrete is to be delivered to job sites within city limits, upon verbal request, in the amount of one (1) cu. yd. to seven (7) cu yds. per load. Loads will be ordered as needed by the city.

Orders to be delivered within four (4) hours after ordering. If Vendor is unable to deliver within the said four (4) hours, the order will be directed to a different vendor. Bids are to be standing bids. In effect from signing of the contract through June 30, 2026. Bid pricing to extend to any and all City of Miami departments, City of Miami Department of Public Utilities and City of Miami Special Utility Authority (Solid Waste Removal Facility).

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BID FORM
C25-25

Vendor Name: Miami Concrete

MATERIAL	Price Per Cubic Yard	Price Written Out
3500 #	$ 141.00	one hundred forty one dollars yd
4000 #	$ 145.00	one hundred forty five dollars yd
5000 #	$ 155.00	one hundred fifty five dollars yd
PRICE WITH HOT WATER ADDED	$ 6.00 yd	6.00 extra per yard
PRICE WITH FIBER ADDED	8.00 yd	8.00 extra per yard
PRICE WITH HIGH EARLY STRENGTH ADDED	160.00 yd	one hundred sixty dollars per yard

Signature of Authorized Bidder:

Vendor Name: _____

Fuel Surcharge

Attached below is an Adjustment for Market Cost (Diesel) of Fuel Chart. Suppliers are to complete Fuel Surcharge (Per Ton). This is a set rate – price per Ton. It is not a percentage rate. If fuel reaches ranges listed then the successful vendors will be allowed to add a Fuel Surcharge to their invoices. If fuel costs drop dramatically, the City of Miami reserves the right to renegotiate all pricing including Fuel Surcharges.

ADJUSTMENT FOR MARKET COST OF FUEL

Cost Per Gallon	Delivery – Per Ton
$4.00 & Below	No Charge
$4.01 - $4.25	
$4.26 - $4.50	
$4.51 - $4.75	
$4.76 - $5.00	
$5.01 - $5.25	
$5.26 - $5.50	
$5.51 - $5.75	
$5.76 - $6.00	
$6.01 - $6.25	
$6.26 - $6.50	
$6.51 - $6.75	

Pricing submitted with Solicitation
BID #C25-25 ANNUAL-FOR CONCRETE MATERIAL

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BIDDER RESPONSE SHEET

1. **RE: Solicitation No.** C25-25

2. **Bidder General Information:**

FEI/SSN: 73-1499105

Company Name: NEO Concrete and Materials Inc.

3. **Bidder Contact Information:**

Address: 2840 G NW

City: Miami State: OK Zip Code: 74354

Contact Name: Dustin Pittman Title: Area Manager

Phone # 918 542-4456 Fax # N/A

Email: dpittman@evans-assoc.com Website: _____

4. **Oklahoma Sales Tax Permit:**

☒ YES – Permit # 504348672

☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. **Registration with the Oklahoma Secretary of State:**

☒ YES – Filing # _____

☐ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

6. **Workers' Compensation Insurance Coverage:**

☒ YES – Include a certificate of insurance with the proposal.

☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

[signature] 4-2-25

Authorized Signature Date

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NON-COLLUSION AFFIDAVIT

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF Oklahoma)
) ss.
COUNTY OF Ottawa)

I, Dustin Pittman, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of NEO Concrete and materials, the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City 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 the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

   c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

   d. to any collusion with any political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? Circle one: Yes / No

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____

_____

_____

_____.

Certified this 2nd day of April 20 25.

NEO Concrete and Materials Inc
Name of Company

Signature of Authorized Agent

Subscribed and sworn to before me on this 3 day of April, 20 25.

(Seal) JODI TREASE NOTARY PUBLIC OTTAWA COUNTY # 21011003 EXP. 8/20/25 STATE OF OKLAHOMA

Jodi Trease
Notary Public

My Commission Expires 8/20/25