



City of Lawton

City Council

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Agenda

Tuesday, July 22, 2025

6:00 PM

Lawton City Hall
Wayne Gilley Auditorium

Meeting Called to Order with Invocation and Pledge of Allegiance

"Official action can be taken only on items which appear on the agenda. The Council may adopt, approve, ratify, deny, defer, recommend, or continue any agenda item. The Council may also propose and enact floor amendments to any matter presented before them. When more information is needed to act on an item, the Council may refer the matter to the City Manager or the City Attorney. The Council may also refer items to standing committees of the Council or a board, commission, or authority for additional study. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely."

Roll Call

Presentation

1. Freedom Festival Soap Box Derby Awards
2. Clean Sweep Award
3. True North Award Recipient
4. Receive a report regarding the Lawton Metropolitan Airport Authority.
5. Receive a presentation from the Executive Director of Our Blood Institute and discuss the upcoming Boots and Badges Blood Drive.
6. Receive a presentation on the Crosswalks to Classrooms trial and provide direction as needed.

Reports: Mayor/City Council/City Manager

Audience Participation

Lawton citizens who have completed a Request to Speak Form and wish to address business not listed on the agenda may step forward at this time.

To ensure compliance with the Oklahoma Open Meeting Act, the Mayor and Council will receive comments but will NOT engage in direct responses. However, they may refer matters to the appropriate department or individual for further consideration and follow-up action.

To participate, speakers must submit a Request to Speak Form to the City Clerk and reside within the Lawton city limits. Each speaker is allotted 3 minutes, with a maximum of 9 minutes per topic, and Audience Participation is limited to 30 minutes total. All participants are expected to follow the Rules of Decorum as outlined in Council Policy 1-6.

Consent Agenda

The following items are considered to be routine by the City Council and will be enacted with one motion. Should discussion be desired on an item, that item will be removed from the Consent Agenda prior to action and considered separately.

7. Consider approving a resolution amending the City of Lawton FYE26 budget, as amended, to appropriate \$5,702,064.18 in ARPA funds to the Grant Fund for the completion of the Elmer Thomas Park Aquatic Center and \$2,659,372.54 in LIDA S2024C loan proceeds to the PROPEL 2040 Capital Improvement Fund for the US-62 Interchange Project.
8. Consider approving a resolution amending the City of Lawton FYE26 budget, as amended, by appropriating \$53,000.00 from the Special Revenue Fund (Fire Training Court Costs) to the Fire Training Division's Training and Travel (2007503-52060) to fund critical training programs, such as Officer leadership training courses and specialized rescue training.
9. Contingent upon Council approving a budget amendment, consider approving a Supplemental Fee for additional funding between the City of Lawton and WSB, Inc. for Project EN2104 US-62 Interchange at Goodyear Boulevard in the amount of \$455,874.00.
10. Consider approving Resolution No. 25-____ authorizing Petty Cash in the amount of \$500.00 for the Aquatics Division of the Community Enrichment Department.
11. Consider approving a Master Services Agreement with WSB Inc for Professional Engineering Services for FY26.
12. Consider approving a task order for WSB to manage the pavement maintenance program for FY26.
13. Consider approving a task order for WSB to perform grant research and development for FY26.
14. Consider approving the migration of our current Tyler Public Safety applications from an on-premise to cloud-based (SaaS) environment, and authorizing the mayor to sign all documents to execute the agreement.
15. Consider and take action in approving Amendment No. 3 to the Wastewater Treatment Plant Improvements Project Phase I Contract with Garver, LLC in an amount not to exceed \$34,485.00 for additional construction administration services due to unforeseen and extended construction durations.
16. Consider and take action in awarding a contract in the amount of \$4,151,247.00 to Scott Wampler Construction & Services, LLC, for the construction of Map 46 Water Line Replacement Project PU2409 to

rehabilitate high maintenance waterlines.

17. Consider awarding contract CL25-027 Redi-Mix Concrete to Southwest Ready Mix (Primary) for Bid #2, Lawton Transit Mix (Secondary) for Bid #1, and Dolese Bros. Co. (Tertiary) for Bid #3.
18. Consider awarding contract CL25-028 Concrete Repair to A.E. Construction as the Primary vendor, TE Construction as the Secondary vendor, and MTZ Construction as the Tertiary vendor. These vendors meet all requirements and contract increases are minimal. Contract expenditures are expected to be greater than \$75,000 per year.
19. Consider awarding CL25-029 Waterline Fittings and Valves to three separate vendors. Line Item no.1 will be awarded to Pioneer Supply, Line Item no. 2 will be awarded to Core & Main LP, and all other line items will be awarded to Ferguson Enterprises, LLC.
20. Consider awarding contract CL25-030 Grassing & Sodding to Green Turf Sod.
21. Consider approving the City of Lawton Jail Food & Supplies, Contract CL25-032, to vendor Stephenson Wholesale Co. dba Indian Nation Wholesale.
22. Consider extending contract RFPCL21-030 Inmate Technology Services: Pay Telephone, Table & Video Installation with Prodigy Solutions, Inc. for an additional year.
23. Consider extending contract RFPCL23-030 Tree Trimming & Maintenance for one additional year.
24. Consider and take action in approving Amendment Number 10 to the Master Services Agreement with Jacobs Engineering Group, INC, in the amount not to exceed \$795,000.00 for Construction Inspection and Management services for the Ellsworth Spillway Rehabilitation Project PU2312.
25. Consider approving an Agreement for Funding and Limited Support between the Fires Innovation Science and Technology Accelerator (FISTA) Development Trust Authority and the City of Lawton, contingent upon FISTA approving the Agreement, to fund the operation, management, administration, maintenance and equipping of FISTA facilities during the FYE26 to encourage economic/industrial development in the City of Lawton and authorize the Mayor and City Clerk to execute the Agreement.
26. Consider approving an agreement between the Lawton Youth Sports Trust Authority and the City of Lawton for FYE26 to provide \$415,520 from the General Fund for program support and \$821,957.97 from the PROPEL 2040 Capital Improvement Fund for the design and/or lease of property to be the

site of a sports complex.

27. Consider approving the First Amended Agreement for professional services between the City of Lawton and Collins, Zorn & Wagner, PLLC (“CZW”) to represent the City and employees named in their official capacities in the pending case of Christopher Hartley vs City of Lawton, et al, CIV-24-153-J and authorize the Mayor and City Clerk to execute the Agreement.
28. Consider authorizing Mayor Booker to sign an updated letter of engagement with Crawford and Associates for continued efficiency and benchmarking analysis and take action as deemed necessary.
29. Consider ratifying the City Manager’s temporary waiver of animal adoption fees at the Lawton Animal Welfare Center from July 12, 2025, through July 19, 2025, in response to the shelter exceeding its maximum capacity.
30. Ratification of City Manager’s action to waive the park use fees for the Lawton Chamber of Commerce for its Community School Supply Drive event at Elmer Thomas Park on August 9, 2025.
31. Consider modifying the direction given to staff at the June 10, 2025 City Council meeting regarding the 320-acre tract of land located west of NW Goodyear Blvd/NW 97th Street and north of what would be the extension of W Gore Blvd, by directing staff to proceed with the administrative rezoning to the most appropriate zoning district(s), as determined by the Planning Director, to fit the needs of the proposed Firehawk Aerospace development, to include processing a Use Permitted on Review if necessary.
32. Consider accepting the permanent utility and access easement from FSP Investments, LLC for property located at 1904 NW Cache Road for the water main and sidewalk project # PU2107, authorizing the Mayor and City Clerk to execute the document and payment for the same.
33. Consider approving an easement for a 12" force main to be constructed on the Commissioners of the Land Office property located at SE Flower Mound Road and SE Woodlawn Road, authorizing the Mayor and City Clerk to execute the document, and issue payment for the same.
34. Receive a traffic report and consider the installation of traffic-control measures in the form of stop signs at 6414 NW Elm Ave.
35. Consider determining the actual costs of the dismantling and removal of dilapidated buildings and other expenses that may be necessary in conjunction with same by approving invoices for demolition of properties as required by

11 O.S. § 22-112.4 for properties located at 1609 SW Douglass Avenue and 511 SW Monroe Avenue.

36. Consider approving claims lists from June 19, 2025 through July 10, 2025.

37. Consider approving appointments to boards and commissions.

Business Items

38. Consider receiving a presentation from Public Service Organization Family Promise and approving a Community Housing Development Organization (CHDO) Project for the acquisition and rehabilitation of building and property located at 1308 SW D Ave.

39. Consider approving an Ordinance pertaining to Streets and Sidewalks, amending Section 20-1-101, Article 20-1, Chapter 20, Lawton City Code 2015, by revising the responsibility to maintain obstructions that are authorized, providing for severability and establishing an effective date.

40. Consider approving an ordinance pertaining to Vehicles and Traffic, creating Section 23-6-611 in Article 23-6, Chapter 23, Lawton City Code 2015, establishing regulations for the storage and parking of commercial vehicles within the downtown district, limiting long-term commercial parking in the downtown district on public streets and parking, providing for codification, providing for severability and establishing an effective date.

41. Discuss the process for appointing a new council member to represent Ward 2 due to the resignation of Councilmember RL Smith and take action as deemed necessary.

Staff Reports

42. Receive a report from the Community Enrichment Department regarding the current status of the Housing & Community Development Division.

Executive Session

43. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the pending action in the District Court of Comanche County titled Julie Magness v. City of Lawton, CJ-2023-410 and, if necessary, take appropriate action in open session.

44. Pursuant to Section 307(B)(1), Title 25, Oklahoma Statutes, consider convening in executive session to discuss the recruitment and selection process for the position of City Attorney, including potential candidates and the contracted recruitment firm, and, if necessary, take appropriate action in open session.

Adjournment

The City of Lawton encourages participation from all of its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at (580) 581-3305 at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48 hour rule if interpreters for the deaf (signing) is not the necessary accommodation."

Item Title:

Freedom Festival Soap Box Derby Awards

Initiator: Larry Parks, Director

Information Source: Jason Poudrier, Arts & Humanities - Administrator

Background:

As part of this year's Freedom Festival, the City hosted a Soap Box Derby that brought families together and gave local youth a chance to showcase their creativity, craftsmanship, and competitive spirit. The event was a great success, drawing enthusiastic participation and strong community support. The winners will now be formally recognized with awards for 1st Place, 2nd Place, 3rd Place, and Best of Show. These honors celebrate both performance and design, and align with the broader goals of the City's Kids First initiative by creating opportunities that inspire, support, and uplift the next generation.

Correlation to the True North Statement:

A Community of Choice Where Families Thrive.

Exhibit:

N/A

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Presentation Only- No action needed.

ATTACHMENTS:

None

Item Title:

Clean Sweep Award

Initiator: Stan Booker, Mayor

Information Source: Stan Booker, Mayor

Background:

The Clean Sweep Award is a special recognition from Mayor Stan Booker, honoring community groups and organizations that actively participate in keeping our city clean by regularly picking up litter. This award celebrates their commitment to maintaining a beautiful and welcoming environment for all residents.

Groups that sign up to clean designated areas on a recurring basis—such as quarterly cleanups—will be eligible to receive this recognition. The award will be presented at a City Council meeting or highlighted on the City’s social media platforms to showcase their dedication and inspire others to take part in community beautification efforts.

Correlation to the True North Statement:

Community of Choice Where Families Thrive

Exhibit:

None

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Presentation Only: No Action Necessary.

ATTACHMENTS:

None

Item Title:

True North Award Recipient

Initiator: John Ratliff, City Manager

Information Source: John Ratliff, City Manager

Background:

The True North Award is presented to a City of Lawton employee who exemplifies the core principles outlined in the City's True North Culture Statement-dedication to service, commitment to excellence, and a focus on citizen-centered outcomes. This recognition honors those who go above and beyond in their daily responsibilities, contribute to a culture of teamwork and accountability, and consistently make a positive difference in the lives of Lawton residents. The selected recipient demonstrates what it means to live out the City's mission and values, not just in words, but in action.

Correlation to the True North Statement:**Exhibit:****Key Issues:****Funding Source:****Recommended Action:**

Presentation of Award.

ATTACHMENTS:

None

Item Title:

Receive a report regarding the Lawton Metropolitan Airport Authority.

Initiator: Stan Booker, Mayor

Information Source: David Madigan, Lawton Metropolitan Airport Authority Chairman

Background:

The Chairman of the Lawton Metropolitan Airport Authority will provide a report on recent activities, operational updates, financial status, and ongoing or proposed initiatives. The Council may discuss the report and take action as deemed necessary to support the continued growth and efficiency of the airport.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

None

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Report Only- No Action Needed.

ATTACHMENTS:

None

Item Title:

Receive a presentation from the Executive Director of Our Blood Institute and discuss the upcoming Boots and Badges Blood Drive.

Initiator: Caitlin Gatlin, Communication & Marketing Manager

Information Source: Caitlin Gatlin, Communication & Marketing Manager

Background:

The City Council will hear from the Executive Director of Our Blood Institute (OBI), the nonprofit blood supplier for hospitals across Oklahoma and the surrounding region. OBI will present on their mission and preview the upcoming *Boots and Badges Blood Drive*, set for July 26 from 9 a.m. to 2 p.m. at the Great Plains Coliseum. The event is a friendly competition between local first responders to see who can bring in the most donors. This year's theme is "*Heroes, Hats, and Helping Others.*"

Correlation to the True North Statement:

Safe Community.

Exhibit:**Key Issues:**

N/A

Funding Source:

N/A

Recommended Action:

Receive the presentation and discuss the upcoming Boots and Badges Blood Drive on July 26th.

ATTACHMENTS:

1. OBI-Christa Bear



**Our
Blood
Institute**

Christa Cline-Bear

Executive Director - Lawton/WF

LEVEL UP.

You're Qualified! Burn victims, cancer patients, trauma victims, and surgical patients all need platelets to get on the road to healing.

Visit our website to sign up and see how you can donate and help patients in need!



BOOTS & BADGES

Emergency Responders: Partners in Saving Lives

In Honor of the victims of the Kerr County flood and First Responders!

Comanche County Boots & Badges Blood Drive



*Saturday, July 26th
9 a.m. - 2 p.m.
Great Plains Coliseum:
Prairie Building*



BOOTS & BADGES

*Emergency Responders:
Partners in Saving Lives*

**DONORS GET A
BOOTS & BADGES
T-SHIRT!***





Schedule Your Appointment Today!

211 SW A Ave, Lawton, OK 73501

Phone: (580) 350-6100

Monday 8:30 AM–6 PM

Tuesday 8:30 AM–6 PM

Wednesday 8:30 AM–6 PM

Thursday 8:30 AM–6 PM

Friday 8 AM–5 PM

Saturday 8 AM–2 PM

Sunday 8 AM–12 PM

Item Title:

Receive a presentation on the Crosswalks to Classrooms trial and provide direction as needed.

Initiator: Michael Watrous, Director

Information Source: Cliff Martin, Michael Watrous, Director

Background:

in April 2025, the Streets, Bridges and Building Development Committee approved a "Crosswalks to Classrooms" pilot program at Hugh Bish School, but wanted a presentation at City Council to highlight the program.

Correlation to the True North Statement:

Citizen, Efficiency

Exhibit:

Crosswalks to Classroom Presentation

Key Issues:

This is a new initiative and the first location will be a trial. Due to wanting to test durability and longevity, it may be a few years before we move forward with another location.

Funding Source:

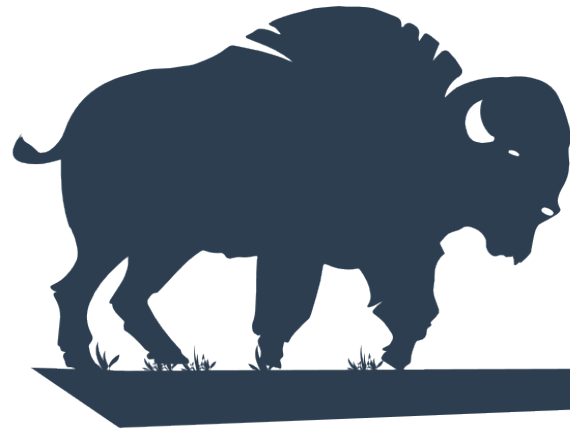
Streets and Traffic Control, Repair and Maintenance Account 1005502 51020. Current balance: 1,115,056.50

Recommended Action:

Receive a presentation on the Crosswalks to Classrooms trial and provide direction as needed.

ATTACHMENTS:

1. Crosswalks to Classrooms



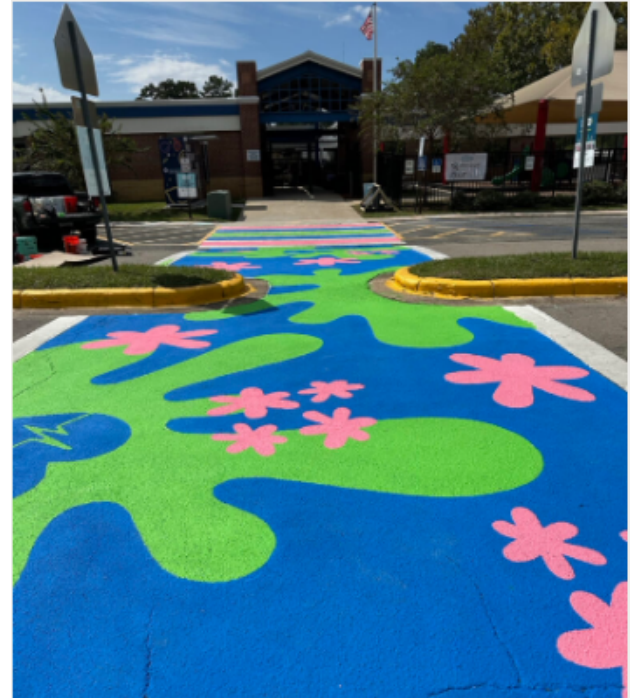
City of
Lawton



Crosswalks to Classrooms

City Council Meeting

22 July 2025



Enhances Safety

- Studies have found:
 - 23% reduction in speed
 - 10% reduction in drivers running stop signs
 - 6% increase in drivers coming to a full stop
 - 50% decrease in rate of crashes involving pedestrians
 - 37% decrease in the rate of crashes leading to injuries
 - 25% increase in pedestrian crossing involving a conflict with drivers

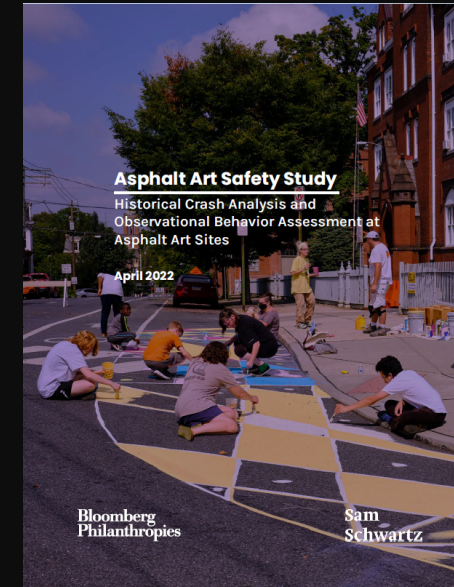
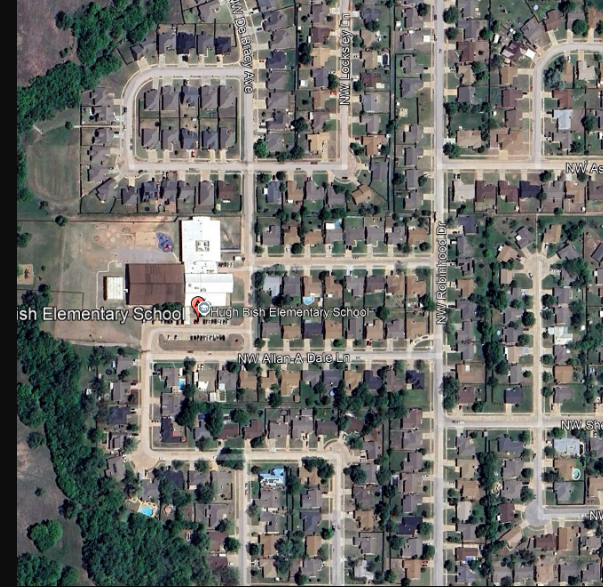


Table 1: Study Site Location Information

#	City	State	Intersection	Site Setting	Facility Type
1	St Petersburg	FL	Central Ave & 5th St	Urban Core	Intersection-Signal
2	Miami	FL	Northeast 98th St & Northeast 2nd Ave	Neighborhood Commercial	Mid-Block
3	Ft Lauderdale	FL	Terramar St & Breakers Ave	Neighborhood Residential	Intersection-Stop
4	Ft Lauderdale	FL	Riomore St & Breakers Ave	Neighborhood Residential	Intersection-Stop
5	Pinecrest	FL	Killian Dr & SW 67th Ave	Suburban	Intersection-Signal
6	Pinecrest	FL	Killian Dr & SW 62nd Ave	Suburban	Intersection-Stop
7	Atlanta	GA	Piedmont Ave & 10th St	Urban Core	Intersection-Signal
8	Decatur	GA	Ponce de Leon Ave & Fairview Ave	Neighborhood Residential	Intersection-Stop
9	Decatur	GA	Ponce de Leon Ave & Clairemont Ave	Urban Core	Intersection-Signal
10	Decatur	GA	Ponce de Leon Ave & E Court Square	Urban Core	Mid-Block
11	Cambridge	MA	Massachusetts Avenue & Inman Street	Urban Core	Intersection-Signal
12	Rahway	NJ	E Cherry St & Irving St	Neighborhood Residential	Intersection-Stop
13	Maplewood	NJ	Valley St & Oakview Ave	Suburban	Intersection-Signal
14	NYC (Brooklyn)	NY	Hooper St & Division Ave	Urban Core	Intersection-Stop
15	NYC (Manhattan)	NY	7th Ave & Christopher St	Urban Core	Intersection-Signal
16	Tampa	FL	N River Blvd & W Louisiana Ave	Suburban	Intersection-Stop
17	New Brunswick	NJ	Livingston Ave	Urban Core	Mid-Block

Trial Location

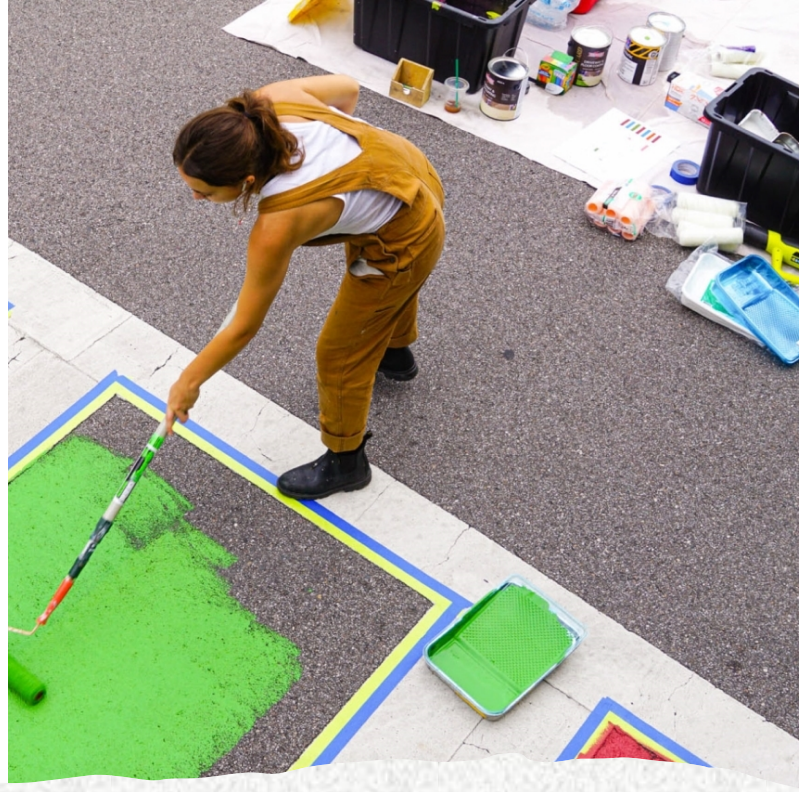
- Hugh Bish Elementary School
 - Initial Trial: 3 Colors (Green, Orange, Black)
 - Approved by Street and Bridges Committee
- After trial
 - Test durability/longevity
 - Study traffic trends to verify results
 - Make adjustments if moving forward



Funding

- Estimated Cost:
 - Paint \$2000
 - Stencils \$1000
 - Misc \$500
 - Total: \$3,500
 - Funding:
 - \$2000 from LETA
 - Potential donations
 - Cost to the city for trial:
 - ~\$1,500
 - Compared to speed table cost: \$7,200
-





Item Title:

Consider approving a resolution amending the City of Lawton FYE26 budget, as amended, to appropriate \$5,702,064.18 in ARPA funds to the Grant Fund for the completion of the Elmer Thomas Park Aquatic Center and \$2,659,372.54 in LIDA S2024C loan proceeds to the PROPEL 2040 Capital Improvement Fund for the US-62 Interchange Project.

Initiator: Rebecca Johnson, Director

Information Source: Rebecca Johnson, Director

Background:

On October 8, 2024, Council authorized the use of ARPA funds to partially fund Project PR2309 Elmer Thomas Park Aquatic Center. Of the \$6,652,857.07 allocated, \$950,792.89 was spent in FYE25. A budget amendment is needed to appropriate \$5,702,064.18 to the Grant Fund for the completion of the Elmer Thomas Park Aquatic Center.

\$3,500,006.00 was earmarked in the LIDA S2024C loan for the US-62 Interchange Project. \$446,310.46 has been spent to date and \$394,323.00 was budgeted in FYE26. A budget amendment is needed to appropriate the remaining \$2,659,372.54 in loan proceeds to the PROPEL 2040 Capital Improvement Fund for the US-62 Interchange Project.

Correlation to the True North Statement:**Exhibit:**

Resolution No. 25-_____

Key Issues:

None

Funding Source:

ARPA Funds; LIDA S2024C Loan Proceeds

Recommended Action:

Approve a resolution amending the City of Lawton FYE26 budget, as amended, by appropriating \$5,702,064.18 to the Grant Fund for the completion of the Elmer Thomas Park Aquatic Center and \$2,659,372.54 in LIDA S2024C loan proceeds to the PROPEL 2040 Capital Improvement Fund for the US-62 Interchange Project.

ATTACHMENTS:

1. 07.22.25 Aquatic Center & US-62 Interchange Resolution

**CITY OF LAWTON, OKLAHOMA
RESOLUTION NO. 25-_____**

A RESOLUTION AMENDING RESOLUTION NO. 25-147, WHEREBY THE CITY OF LAWTON, OKLAHOMA BUDGET FOR FISCAL YEAR 2025-2026 WAS ORIGINALLY ADOPTED, AND AS PREVIOUSLY AMENDED BY RESOLUTION NO. 25-_____, TO APPROPRIATE FIVE MILLION SEVEN HUNDRED TWO THOUSAND SIXTY-FOUR AND 18/100 DOLLARS (\$5,702,064.18) IN ARPA FUNDS TO THE GRANT FUND FOR THE COMPLETION OF THE ELMER THOMAS PARK AQUATIC CENTER AND TWO MILLION SIX HUNDRED FIFTY-NINE THOUSAND FOUR HUNDRED FOURTEEN AND 02/100 DOLLARS (\$2,659,414.02) IN LIDA S2024C LOAN PROCEEDS TO THE 2019 CAPITAL IMPROVEMENT FUND FOR THE US-62 INTERCHANGE PROJECT.

WHEREAS, the City of Lawton has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) in 11 O.S. Sections 17-201 through 17-216; and

WHEREAS, the City Manager prepared a budget for the fiscal year ending June 30, 2026 (FY 2025-2026) consistent with the Act; and

WHEREAS, the Act in section 17-215 provides for the City Manager of the City, or designee, as authorized by the governing body, to transfer any unexpended and unencumbered appropriation from one department to another within the same fund; and

WHEREAS, the budget was formally presented to the Lawton City Council at least 30 days prior to the start of the fiscal year in compliance with Section 17-205; and

WHEREAS, the City of Lawton City Council conducted a Public Hearing at least 15 days prior to the start of the fiscal year, and published notice of the Public Hearing in compliance with Section 17-208 of the Act; and

WHEREAS, Resolution No. 25-147 approved the City of Lawton, Oklahoma budget for Fiscal Year 2025-2026, and established budget amendment authority; and

WHEREAS, Council previously approved Resolution No. 25-_____, amending Resolution No. 25-147 by appropriating up to One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00) to the Emergency Reserve Fund for the repair of landfill cells six and seven; and

WHEREAS, Council previously authorized the use of ARPA funds to partially fund Project PR2309 Elmer Thomas Park Aquatic Center; and

WHEREAS, a budget amendment is needed to appropriate Five Million Seven Hundred Two Thousand Sixty-Four and 18/100 Dollars (\$5,702,064.18) to the Grant Fund for the completion of the Elmer Thomas Park Aquatic Center; and

WHEREAS, the LIDA S2024C loan has money earmarked for the US-62 Interchange Project; and

WHEREAS, a budget amendment is needed to appropriate Two Million Six Hundred Fifty-Nine Thousand Three Hundred Seventy-Two and 54/100 Dollars (\$2,659,372.54) to the 2019 Capital Improvement Fund for the US-62 Interchange Project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAWTON, OKLAHOMA:

SECTION 1. The City Council does hereby amend the FY 2025-2026 Budget originally adopted on the 27th day of May, 2025, for the purpose of increasing appropriations in account 2656001-54120 by Five Million Seven Hundred Two Thousand Sixty-Four and 18/100 Dollars (\$5,702,064.18) for the completion of the Elmer Thomas Park Aquatic Center and account 4400000-54150 by Two Million Six Hundred Fifty-Nine Thousand Three Hundred Seventy-Two and 54/100 Dollars (\$2,659,372.54) for the US-62 Interchange Project.

SECTION 2. The City Council does hereby authorize the City Manager to transfer any unexpended and unencumbered appropriations, at any time throughout FY 2025-2026 from one line item to another, one object category to another within a department, or one department to another within a fund, without further approval by the City Council.

SECTION 3. All supplemental appropriations or decrease in the total appropriation of a fund shall be adopted at a meeting of the City Council and filed with the State Auditor and Inspector.

ADOPTED AND APPROVED, by the City Council of Lawton this 22nd day of July, 2025.

(SEAL)

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this 22nd day of July, 2025.

TIMOTHY E. WILSON, INTERIM CITY ATTORNEY

Item Title:

Consider approving a resolution amending the City of Lawton FYE26 budget, as amended, by appropriating \$53,000.00 from the Special Revenue Fund (Fire Training Court Costs) to the Fire Training Division's Training and Travel (2007503-52060) to fund critical training programs, such as Officer leadership training courses and specialized rescue training.

Initiator: Jared Williams, Operations - Chief

Information Source: Joshua Brown

Background:

In 2006, a specially funded training account was set up to fund training opportunities for Lawton Fire and Police. Requests from fire personnel for training are more abundant. Fire certification program costs have risen. The need for specialized and highly trained personnel is more important than ever. The training funded by this amendment is for maintaining operational readiness, compliance, and the safety of our personnel and community.

Correlation to the True North Statement:

It correlates to the Pursuit of Excellence in that we strive to be the standard for trained fire personnel.

It correlates to Safe Community in that trained fire personnel assist in making a safe community for citizens to thrive.

Exhibit:

Resolution No. TBD

Special Funding request memo

Key Issues:

N/A

Funding Source:

Special Revenue Fire Training Fund (2007503-52060)

Recommended Action:

Approve Resolution No. 25-____ amending the FYE26 budget, as amended, appropriating \$53,000.00 from the Special Revenue Fund (Fire Training Court Costs) to the Fire Training Divisions' Training and Travel (2007503-52060) to fund critical training programs, such as Officer leadership training courses and specialized rescue training.

ATTACHMENTS:

1. Supplemental Funding Request
2. 07.22.25 Fire Training Fund Resolution



FIRE DEPARTMENT

Fire Training Division

623 SW D. Ave.

Lawton, OK 73501

(580) 581-4771 Ext. 4910

Supplemental Funding Request: Training Budget Adjustments

Due to recent price increases and unforeseen training requirements, we are respectfully requesting additional funding to cover the following critical training programs. These trainings are essential for maintaining compliance, operational readiness, and the safety of our personnel and community.

Training Category	Amount Requested
Recruit Fire Training	\$2,000.00
Recruit EMS Training	\$1,000.00
Officer Training	\$10,000.00
Rescue Training	\$40,000.00
Total Additional Funding Requested	\$53,000.00

Justification

1. **Recruit Fire Training:** Required for newly hired firefighters to meet state and national certification standards.
2. **Recruit EMS Training:** Ensures compliance with EMS licensure requirements and readiness for emergency medical response.
3. **Officer Training:** Necessary for leadership development and to meet mandatory continuing education for fire officers.
4. **Rescue Training:** Specialized and advanced training for technical rescue operations.

We appreciate your consideration of this request to ensure our department remains fully staffed, properly trained, and mission-ready.

MISSION STATEMENT: *The mission of the Lawton Fire Department is to serve our community with compassion, loyalty, and utmost integrity by providing rapid and professional incident mitigation, promoting public safety education, and striving for constant improvement through quality training*

**CITY OF LAWTON, OKLAHOMA
RESOLUTION NO. 25-_____**

A RESOLUTION AMENDING RESOLUTION NO. 25-147, WHEREBY THE CITY OF LAWTON, OKLAHOMA BUDGET FOR FISCAL YEAR 2025-2026 WAS ORIGINALLY ADOPTED, AND AS PREVIOUSLY AMENDED BY RESOLUTION NO. 25-_____ AND RESOLUTION NO. 25-_____, TO APPROPRIATE FIFTY-THREE THOUSAND AND 00/100 DOLLARS (\$53,000.00) TO THE SPECIAL REVENUE FUND FOR CRITICAL FIRE TRAINING PROGRAMS.

WHEREAS, the City of Lawton has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) in 11 O.S. Sections 17-201 through 17-216; and

WHEREAS, the City Manager prepared a budget for the fiscal year ending June 30, 2026 (FY 2025-2026) consistent with the Act; and

WHEREAS, the Act in section 17-215 provides for the City Manager of the City, or designee, as authorized by the governing body, to transfer any unexpended and unencumbered appropriation from one department to another within the same fund; and

WHEREAS, the budget was formally presented to the Lawton City Council at least 30 days prior to the start of the fiscal year in compliance with Section 17-205; and

WHEREAS, the City of Lawton City Council conducted a Public Hearing at least 15 days prior to the start of the fiscal year, and published notice of the Public Hearing in compliance with Section 17-208 of the Act; and

WHEREAS, Resolution No. 25-147 approved the City of Lawton, Oklahoma budget for Fiscal Year 2025-2026, and established budget amendment authority; and

WHEREAS, Council previously approved Resolution No. 25-_____, amending Resolution No. 25-147 by appropriating up to One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00) to the Emergency Reserve Fund for the repair of landfill cells six and seven; and

WHEREAS, Council previously approved Resolution No. 25-_____, amending Resolution No. 25-147 by appropriating Five Million Seven Hundred Two Thousand Sixty-Four and 18/100 Dollars (\$5,702,064.18) to the Grant Fund for the completion of the Elmer Thomas Park Aquatic Center and Two Million Six Hundred Fifty-Nine Thousand Three Hundred Seventy-Two and 54/100 Dollars (\$2,659,372.54) to the 2019 Capital Improvement Fund for the US-62 Interchange Project; and

WHEREAS, Requests for fire personnel training are more abundant and program costs have risen; and

WHEREAS, a budget amendment is needed to appropriate Fifty-Three Thousand and 00/100 Dollars (\$53,000.00) to the Special Revenue Fund for critical fire training programs.

SECTION 1. The City Council does hereby amend the FY 2025-2026 Budget originally adopted on the 27th day of May, 2025, for the purpose of increasing appropriations in account 2007503-52060 by Fifty-Three Thousand and 00/100 Dollars (\$53,000.00) for critical fire training programs.

SECTION 2. The City Council does hereby authorize the City Manager to transfer any unexpended and unencumbered appropriations, at any time throughout FY 2025-2026 from one line item to another, one object category to another within a department, or one department to another within a fund, without further approval by the City Council.

SECTION 3. All supplemental appropriations or decrease in the total appropriation of a fund shall be adopted at a meeting of the City Council and filed with the State Auditor and Inspector.

ADOPTED AND APPROVED, by the City Council of Lawton this 22nd day of July, 2025.

(SEAL)

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this 22nd day of July, 2025.

TIMOTHY E. WILSON, INTERIM CITY ATTORNEY

Item Title:

Contingent upon Council approving a budget amendment, consider approving a Supplemental Fee for additional funding between the City of Lawton and WSB, Inc. for Project EN2104 US-62 Interchange at Goodyear Boulevard in the amount of \$455,874.00.

Initiator: Michael Jones, Engineering Director/ ADA Coordinator

Information Source: Michael Jones, Engineering Director/ ADA Coordinator

Background:

On August 24, 2022, Council approved an agreement for Professional Engineering Services and the Preparation of Contract Documents with EST, Inc. for the street reconstruction of approximately 0.6-mile extension of Goodyear Boulevard with 4 ramps to US-62 and 1-mile improvements along US-62. The project begins at the intersection of Cache Road and Goodyear Boulevard and extends through the new interchange with US-62. Improvements along US-62 include the addition of auxiliary lanes in both the eastbound and westbound directions. This agreement includes collecting topographic and utilities information, performing geotechnical investigations and providing pavement recommendation, evaluating drainage areas and performing hydraulic analyses, acquisition of right-of-way, as needed, getting NEPA clearance for environmental and preparation of construction plans and specifications in accordance with ODOT/City of Lawton requirements. This agreement also includes the project management services to assist the city with project inspection, preparation and evaluation of change orders, and reviewing and approving the payment applications during the construction, as needed.

EST Inc. has subsequently merged with WSB Inc.

Today, WSB, Inc. is requesting consideration and approval of Supplemental Agreement No. 1 to modify the original contract to accommodate the following items and fees:

- Embankment Study at Goodyear Boulevard Approaches and ramps
- Increase in structure size of Roadway RCB to Bridge RCB for Structure Number 6
- Highway Lighting at interchange ramps
- Everydoor Mailer for Public Meeting postcard notifications
- One additional parcel with appraisal for Right of Way Acquisition
- Waterline relocation plans
- Mitigation Plans for United States Corp of Engineers permitting
- FEMA floodway modeling and application
- Roadway Design: \$ 44,963.00
- Bridge Design: \$ 50,700.00
- Geotechnical: \$165,427.00
- Hydraulics and CLOMR: \$ 26,300.00
- Wetland Mitigation: \$137,954.00
- Waterline Relocation: \$ 20,000.00
- Right of Way Mapping: \$ 10,530.00

Total: \$455,874.00

WSB Inc. also agrees to assume all responsibility for the supplemental agreement.

Correlation to the True North Statement:

Exhibit:

Supplemental Scope and Fees

Key Issues:

N/A

Funding Source:

2019 Capital Improvement Fund (LIDA S2024C Loan Proceeds)

Recommended Action:

After approving the requested budget amendment, approve a Supplemental Fee for additional funding between the City of Lawton and WSB, Inc. for Project EN2104 US-62 Interchange at Goodyear Boulevard in the amount of \$455,874.00.

ATTACHMENTS:

1. US-62 Interchange Supplement Scope and Fee

EN-2104, US-62 at Goodyear Boulevard Interchange Supplemental Request

Subject: EN-2104, US-62 at Goodyear Boulevard Interchange

Date: Thursday, July 3rd, 2025

Request for Supplemental No. 1: EN-2104 US-62 Interchange at Goodyear Boulevard

WSB requests consideration and approval of EN-2104, US-62 at Goodyear Boulevard Interchange Supplemental Agreement No. 1 to modify the original contract to accommodate the following items:

- Embankment Study at Goodyear Boulevard Approaches and ramps
- Increase in structure size of Roadway RCB to Bridge RCB for Structure Number 6
- Highway Lighting at interchange ramps
- Everydoor Mailer for Public Meeting postcard notifications
- One additional parcel with appraisal for Right of Way Acquisition
- Waterline relocation plans
- Mitigation Plans for United States Corp of Engineers permitting
- FEMA floodway modeling and application

Fees:

- Roadway Design: \$ 44,963.00
- Bridge Design: \$ 50,700.00
- Geotechnical: \$165,427.00
- Hydraulics and CLOMR: \$ 26,300.00
- Wetland Mitigation: \$137,954.00
- Waterline Relocation: \$ 20,000.00
- Right of Way Mapping: \$ 10,530.00
- **Total:** **\$455,874.00**

EST has merged with WSB and WSB assumes all responsibility for the supplemental agreement.



Caleb F. Austin, P.E.
Vice President, Transportation
WSB, LLC

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

Stan Booker, MAYOR

ATTEST:

Donalynn Blazek-Scherler, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2025.

Tim Wilson, CITY ATTORNEY

I, Rebecca Johnson, Finance Director of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount for this encumbrance against appropriate Account No. _____ for _____ (\$ _____ and _____) after charging _____ account title _____ with this encumbrance there is an unencumbered balance in said account of \$ _____.

Dated this _____ day of _____, 2025.

Rebecca Johnson, FINANCE DIRECTOR

Item Title:

Consider approving Resolution No. 25-_____ authorizing Petty Cash in the amount of \$500.00 for the Aquatics Division of the Community Enrichment Department.

Initiator: Larry Parks, Director

Information Source: Yolanda Allen, Recreation Superintendent

Background:

This cash will be used by the staff to give change back at the concession stands on a daily basis.

Correlation to the True North Statement:

A community of choice where families thrive as we consistently act in the best interest of our citizens and to foster a relationship built on trust.

Exhibit:

Resolution 25-__: Petty Cash

Key Issues:

N/A

Funding Source:

General Fund

Recommended Action:

Approve Resolution No. 25-_____.

ATTACHMENTS:

1. Petty Cash Resolution

RESOLUTION NO. 25-_____

A RESOLUTION AUTHORIZING PETTY CASH FOR THE AQUATICS DIVISION.

WHEREAS, the Council of the City of Lawton, Oklahoma, must authorize specific cash account and amounts; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Lawton, Oklahoma, that:

It is hereby established that the current petty cash account for the City of Lawton Building Division is increased to the balance of \$500.00.

PASSED and APPROVED by the Mayor and Council of the City of Lawton this 22nd day of July, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2025.

TIMOTHY WILSON, INTERIM CITY ATTORNEY

Item Title:

Consider approving a Master Services Agreement with WSB Inc for Professional Engineering Services for FY26.

Initiator: George Gill, Councilman - Ward 4

Information Source: Michael Watrous, Director

Background:

This is a Master Services Agreement with WSB Inc for FY26 which is largely the same as the FY25 agreement. This item met the Streets and Bridges Committee on 24 June with an approval recommendation.

Correlation to the True North Statement:

Transparency, Efficiency

Exhibit:

WSB Master Services Agreement

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Recommend Approval

ATTACHMENTS:

1. 2025.05.30 - City of Lawton MSA FYE26 Final

MASTER SERVICES RETAINER AGREEMENT
FOR PROFESSIONAL ENGINEERING SERVICES

This Agreement is entered into this ___day of ____ 2025 by and between the **City of Lawton**, hereinafter called the City, and **WSB LLC**, hereinafter called the Engineer, for the purpose of the City acquiring the professional services of the Engineer for the following work; to wit:

The Engineer shall, except as may be otherwise specifically provided for herein, furnish all professional services, labor, equipment and incidentals as required for this Agreement.

WITNESSETH:

WHEREAS, the City has a need for professional engineering services to support the resources of all City departments for professional services related to general engineering services and determined necessary by the City on a recurring basis throughout each fiscal year; and

WHEREAS, Engineer has the professional capability to provide said professional engineering and services, specifically including proposal and plan reviews, design engineering support, and construction management and inspection services, to the City of Lawton on an as needed basis; and

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the City and the Engineer do hereby mutually promise and agree as follows:

SECTION 1 SERVICES

1.1 Engineer will perform certain engineering services in accordance to the negotiated task orders, to furnish professional engineering services and construction support and management and oversight services, on an as needed basis during the term of this Agreement with regard to matters of interest of the City. In addition, if litigation is filed on behalf of the City, or should litigation be filed against the City, requiring services covered by this Agreement, the Engineer agrees to assist in the prosecution or defense as applicable.

SECTION 2 INDEPENDENT CONTRACTOR RELATIONSHIP

2.1 In the performance of the services herein, Engineer is an independent contractor with the authority to control and direct the performance, means and methods of the details in such services under this Agreement. The Engineer's relationship to the City is that of an independent contractor and not that of an agent or employee of the City.

SECTION 3 CONFIDENTIALITY

- 3.1 The Engineer agrees to serve in a fiduciary capacity for the benefit of the City and to protect and maintain the confidentiality of all secret or confidential information, data or policies identified as such by the City; and which shall have been obtained by or come to the attention of the Engineer during the term of this Agreement and after its conclusion. The terms of this Section do not apply to any information that becomes a part of the public record.

SECTION 4 INDEMNIFICATION

- 4.1 To the fullest extent permitted by law Engineer shall indemnify and hold harmless the City from any liability, suit, cause of action or other legal proceedings which may be brought or claimed against the City as a result of Engineers gross negligence under this Agreement.

SECTION 5 TERMS OF CONDITIONS

- 5.1 No alteration or variation of the terms or conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto.

SECTION 6 ASSIGNABILITY OF AGREEMENT

- 6.1 All services performed by Engineer under this Agreement shall be performed by or under Engineer, unless otherwise approved by the City. The rights and obligations of Engineer hereunder are not assignable and cannot be delegated, as Engineer has unique skills and abilities and specific performance is necessary. Any such purported assignment or delegation without the written consent of the City shall be void and, at the option of the City, this Agreement shall be terminated.

SECTION 7 COMPLIANCE WITH STATUTES AND REGULATIONS

- 7.1 Engineer agrees that in the performance of this Agreement it will comply with all applicable Federal, State and Local laws, executive orders, rules and regulations

SECTION 8 CITY REPRESENTATIVE

- 8.1 The City Manager; Public Works Director; and Director of Engineering shall be the City representatives for all matters pertaining to this Agreement

SECTION 9 COMPENSATION AND METHOD OF PAYMENT

- 9.1 The Engineer will provide supporting information and an invoice for specifically defined services to be compensated once a month, no later than one (1) month in arrears. Invoices will be prepared in accordance with negotiated task orders. The invoice shall include the date services were rendered, and the nature of services rendered, the time expended for services and the total amount claimed. In the event a claim exceeds

Twenty Thousand Dollars (\$20,000.00), a signed affidavit, on a form provided by the City Attorney's Office, shall accompany the claim.

SECTION 10 TERM OF AGREEMENT

10.1 This Agreement shall remain in full force and effect from the date of execution through June 30, 2026 and will automatically renew for one (1) additional twelve (12) month term subject to the needs of the City and fiscal appropriation being made therefore beyond the current fiscal year, unless said Agreement is sooner terminated by either party as stipulated in Section 11.

SECTION 11 AMENDMENT AND TERMINATION

11.1 This Agreement may be amended, in writing by mutual consent of the parties. This Agreement may be terminated with or without cause upon thirty (30) days written notice from one party to the other. Upon termination of this Agreement, Engineer shall immediately deliver all designs, reports, project data, documents, and related materials to the City, which shall become the property of the City.

SECTION 12 INSURANCE

12.1 Before commencing the performance of services, Engineer shall provide the following minimum types and amounts of insurance and maintain such insurance in full force and effect until the expiration of any applicable statutes of limitations or of repose for claims under this Agreement:

12.1.1 Worker's Compensation - limits as required by law, with employer's liability limits of \$100,000.00 or as required by law, whichever is greater, with "all states" and "voluntary Workers compensation" endorsements.

12.1.2 Comprehensive General Liability- Combined single limits of \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, and \$500,000.00 products/completed operations/personal injury for property damage and personal injury, including death, loss of use of property of every kind, contractual liability, and product/completed operations. City of Lawton is to be named as additional insured for their interest to the extent of its liability under the provisions of the Government Tort Claims Act (51 O.S. § 151 et. seq.)

12.1.3 Business Auto Liability Insurance, \$1,000,000.00 combined limit for

bodily injury and property damage. City of Lawton is to be named as additional insured for the interest to the extent of its liability under the provisions of the Government Tort Claims Act (51 O.S. § 151 et.seq.)

12.1.4 Professional Liability Insurance in the per-claim and aggregate annual sum of \$1,000,000.00. Such insurance shall be maintained in force during the agreement period.

12.2 Subcontractors and Subconsultants - Engineer shall require its Subcontractors and Subconsultants to furnish the above insurance and comply with all requirements of this paragraph, including but not limited to furnishing of certificates to the City of Lawton if required.

12.3 Conditions to be in Violation - Engineer and its subcontractors and subconsultants shall not violate, or permit the be violated any conditions or warranties of the above insurance policies and shall at all times satisfy the requirements of the insurance carries, underwriters, brokers, or agents writing said policies.

SECTION 13 OWNERSHIP OF WORK

13.1 All reports computations, estimates, and materials created by Engineer under this Agreement shall be the property of the City of Lawton and shall be delivered to the City whenever requested by City of Lawton and in any event upon any termination of this Agreement and upon completion of the services and upon payment to Engineer. Engineer has the right to maintain copies for its records. In the event of any reuse beyond the scope of the Agreement or alteration of the reports and materials furnished to the City such reuse or alterations shall be without liability to Engineer. Any report, information, exhibits, data, materials, or other work given to, prepared or assembled by Engineer under this Agreement shall not be made available to any third party or organization by Engineer during the term of the Agreement or for a period of five (5) years without written approval of the City.

SECTION 14 DESIGNATED REPRESENTATIVES

14.1 All notices, demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to the Agreement shall be in writing and shall be deemed to have been properly given or sent:

- 14.1.1 If intended for the City, mailing first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid addressed to:

City of Lawton

City Manager/Public Works/Engineering Representatives
2202 SW 3rd Street
Lawton, Oklahoma 73501

- 14.1.2 If intended for Engineer, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to Engineer at.

WSB LLC

Chris Serrano
615 N. Hudson, Suite 300
Oklahoma City, OK 73102

IN WITNESS WHEREOF, the Engineer and the Sub-Consultant have caused this instrument to be signed by their respective duly authorized officers and their respective corporate seals to be hereto affixed.

Consultant:
WSB LLC

City of Lawton
A Municipal Authority



Rick Johnson 5/30/25
Vice President Date

Stanley Booker Date
Mayor

Attest:

Donalynn Blazek-Scherler Date
City Clerk

Approved as to the Form and Legality this
_____ Day of _____ 20____

Timothy Wilson, Interim City Attorney

2025 Rate Schedule



	Billing Rate/Hour
PRINCIPAL ASSOCIATE	\$195 - \$285
SR. PROJECT MANAGER SR. PROJECT ENGINEER	\$195 - \$251
PROJECT MANAGER	\$171 - \$191
PROJECT ENGINEER GRADUATE ENGINEER	\$115 - \$190
PROJECT MANAGER ASSISTANT	\$95 - \$155
ENGINEERING TECHNICIAN ENGINEERING SPECIALIST	\$76 - \$189
LANDSCAPE ARCHITECT SR. LANDSCAPE ARCHITECT	\$86 - \$182
ENVIRONMENTAL SCIENTIST SR. ENVIRONMENTAL SCIENTIST	\$77 - \$180
PLANNER SR. PLANNER	\$89 - \$188
GIS SPECIALIST SR. GIS SPECIALIST	\$86 - \$188
CONSTRUCTION OBSERVER	\$117 - \$152
SURVEY	
Survey Office Technician	\$136 - \$169
Drone Pilot	\$197
One-Person Crew	\$197
Two-Person Crew	\$265
OFFICE TECHNICIAN	\$67 - \$147

Costs associated with word processing, cell phones, reproduction of common correspondence, and mailing are included in the above hourly rates. Vehicle mileage is included in our billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. Mileage can be charged separately, if specifically outlined by contract. | Reimbursable expenses include costs associated with plan, specification, and report reproduction; permit fees; delivery costs; etc. | Multiple rates illustrate the varying levels of experience within each category. | Rate Schedule is adjusted annually.

MATERIALS TESTING SERVICES

PERSONNEL	UNIT	PRICE
Project Manager/Engineer	Per Hour	\$211
Lab Manager	Per Hour	\$178
Laboratory Specialist III	Per Hour	\$173
Laboratory Specialist II	Per Hour	\$108
Laboratory Specialist I	Per Hour	\$86
Lab Technician	Per Hour	\$81
Administration	Per Hour	\$86
Mileage	Per Mile	\$0.80
Equipment	Per Day	Project Specific Quote
Per Diem	Per Day	Project Specific Quote
Individual Test Fees - See Attached		
Principal	Per Hour	Project Specific Quote
Project Director	Per Hour	\$302

****In-House Testing Fees Include Labor***

ASPHALT TESTING COST BREAKDOWN

METHOD	ASPHALT TEST	PRICE
AASHTO T30	Sieve Analysis of Extracted Aggregate	\$75.
OHD L14	Nuclear Densities - 2 Hour Minimum (Per Hour)	\$80.
OHD L26 & T30	Extraction & Gradation	\$200.
OHD L14 & T209	Lab Molded Density, VMA & Rice Specific Gravity	\$225.
Mix Designs	Hveem Mix Design	\$3,500.
	Superpave Mix Design - Outside Oklahoma	Upon Request
	Superpave Mix Design - Oklahoma	\$5,000.
	Marshall Mix Design	\$4,000.
	Stone Matrix Asphalt (SMA) Mix Design	Upon Request
	Modified Lottman Retained Strength - Superpave	\$500.
OHD L14	Ignition Oven Calibration Factor	\$375.
OHD L44	Permeability	\$375.
OHD L14	Running Density on Roadway Cores (Set of 3)	\$60.
OHD L45	Corelok™ ADD (Set of 3)	\$175.
AASHTO T168	Cutting Core Sample up to 8" in Depth - Equipment Only (Per Core)	\$60.
	Additional over 8" Per Core Sample - Equipment Only (Per Inch)	\$12.
AASHTO T148	Determining Asphalt Core Thickness Only	\$28.
	Preparing, Cleaning, and Measuring - 9 Point	\$28.
	Patching Core Hole, If Required (Per Hole)	\$28.
AASHTO T176/ ASTM D2419	Sand Equivalent Value of Soils & Fine Aggregate	\$90.
OHD L-26	AC - Content	\$125.
OHD L-14	Asphalt Rolling Pattern - Nuclear Density (Per Hour)	\$90.
	Report & Review (Per Test)	\$20.

**In-House Testing Fees Include Labor*

COCRETE TESTING COST BREAKDOWN

METHOD	CONCRETE TEST	PRICE
ASTM C31/ AASHTO T23	Making & Curing Concrete Test Specimens in the Field Equipment Includes Air, Slump, Temperature (Set of 4 Cylinders)	\$80.
ASTM C31/ AASHTO T23	Making & Curing Concrete Test Specimens in the Field Equipment Includes Air, Slump, Temperature (Set of 3 Cylinders)	\$60.
ASTM C39/AASHTOT22	Compressive Strength of Cylindrical Concrete Specimens, Curing & Disposing (Per Cylinder)	\$20.
AASHTO T23	Making & Curing Concrete Test Specimen Beams in the Field Equipment Charge (Per Beam)	\$60.
ASTM C78/ AASHTO T97	Test for Flexural Strength of Concrete Using Simple Beam w/ Third Point Loading - Includes Curing & Disposal (Per Beam)	\$65.
ASTM C138/AASHTO T121	Test for Unit Weight, Yield, and Air Content (Gravimetric) of Concrete	\$40.
ASTM C174	Measured Length of Drilled Concrete Cores Each Core - 9 Point Method	\$50.
ASTM C192	Concrete Mix Design Including Trial Batching (Set of 6 Cylinders)	\$1500.
AASHTO T24	Cutting Core Sample up to 8" in Depth - Equipment Only (Per Core)	\$70.
	Additional Depth over 8" per Core Sample - Equipment Only (Per Inch)	\$15.
AASHTO T231	Capping Cylindrical Concrete Specimens - Sulphur (Per Cylinder)	\$25.
AASHTO T152	Air Content Only	\$40.
AASHTO T119	Slump Only	\$25.
ASTM C10129	Sampling & Testing Grout (Set of 4)	\$160.
ASTM C109	Compressive Strength of Mortar Cubes (Set of 3)	\$102.
ASTM C1567	Alkali-Silica Reactivity of Combinations of Cementitious Materials & Aggregates (ASR)	Price Upon Request
ASTM C1260	Potential Alkali Reactivity of Aggregates (Mortar Bar Method)	Price Upon Request
ASTM C579	Compressive Strength of Chemical-Resistant Mortars, Grouts Monolithic Surfacing, & Polymer Concretes (Set of 3)	\$153.
ASTM C531	Linear Shrinkage & Coefficient of Thermal Expansion of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, & Polymer Concretes (Set of 4 Bars)	\$1,300.
	Certified Technician Time - Testing & Sampling Concrete (Per Hour)	\$75.
	Report & Review (Per Test)	\$20.

**In-House Testing Fees Include Labor*

SOIL TESTING COST BREAKDOWN

METHOD	SOIL TEST	PRICE
ASTM D698/AASHTO T99	Standard Proctor Soils	\$155.
ASTM D2922/AASHTO T310	Density of Soil & Soil Aggregates by Nuclear Methods - 2 Hour Minimum (Per Hour)	\$75.
ASTM D1557/AASHTO T180	Modified Proctor of Soils	\$180.
ASTM C977	Quicklime & Hydrated Lime for Soil Stabilization pH Test	\$170.
ASTM D6276	Using pH to Estimate the Soil-Lime Proportion Requirement for Soil Stabilization	\$170.
ASTM D1883	California Bearing Ratio - Including Report (Per Point)	\$205
AASHTO T193	California Bearing Ratio - Includes Proctor, CBR Compaction, & Report	\$355.
ASTM D4318	Atterberg Limits - Determine Liquid, Plastic Limits, and Plasticity Index	\$60.
ASTM D4609	Unconfined Compressive Strengths of Soils using a Harvard Miniature Compactor (Per Percentage of Modified or Unmodified Soil)	\$450.
ASTM D422	Particle Analysis - Sieve Test on Soils (Excluding Hydrometer)	\$70.
	Hydrometer Analysis	\$265.
ASTM D4829	Expansion Index with Atterberg Limits & -#200	\$245.
UBC 18-2	Expansion Index	\$195.
ASTM D1556	Density of Soil In-Place by the Sand-Cone Method	\$75.
OHD L-49	Determining Soluble Sulfate Content in Soil	\$50.
	Stabilization Mix Design	\$2,500.
	Report & Review (Per Test)	\$20.

**In-House Testing Fees Include Labor*

AGGREGATE TESTING COST BREAKDOWN

METHOD	AGGREGATE TEST	PRICE
ASTM D698/AASHTO T99	Standard Proctor Soils - Aggregate Base	\$190.
ASTM C136/AASHTO T27	Sieve Analysis of Fine & Coarse Aggregates	\$108.
ASTM C566	Total Evaporable Moisture Content of Aggregates by Drying	\$23.
ASTM D4791	Test Method for Flat or Elongated Particles in Coarse Aggregate	\$65
ASTM C131/AASHTO T96	Resistance to Degradation by LA Abrasion	\$270.
ASTM D3744/AASHTO T210	Durability Index - Does Not Include Sieve Analysis	\$145.
ASTM C128/AASHTO T84	Specific Gravity & Absorption of Fine Aggregate	\$59.
ASTM C127/AASHTO T85	Specific Gravity & Absorption of Coarse Aggregate	\$49.
ASTM C88/AASHTO T104	Sodium or Magnesium Sulfate Soundness of Aggregates, Coarse or Fine 5 Cycles (Per Size Fraction Greater than 5%)	\$368.
ASTM C29/AASHTO T19	Unit Weight Dry Rodded	\$70.
AASHTO T180	Proctor - Modified Effort 10-lb Rammer 18 in. Drop for Aggregate Base	\$200.
AASHTO T99	Proctor - Standard Effort 5.5-lb Rammer 12 in. Drop for Aggregate Base	\$154.
ASTM C142	Clay Lumps & Friable Particles in Aggregate	\$87.
ASTM D2419/AASHTO T176	Sand Equivalent Value of Soils & Fine Aggregate	\$92.
ASTM C40	Organic Impurities in Fine Aggregate (Per Sample)	\$70
ASTM C142	Clay Lumps & Friable Particles (Per Sample)	\$86.
ASTM C123	Lightweight Particles in Aggregate	Varies - Call for Quote
Report & Review (Per Test)		\$20.

****In-House Testing Fees Include Labor***

Item Title:

Consider approving a task order for WSB to manage the pavement maintenance program for FY26.

Initiator: Michael Watrous, Director

Information Source: Michael Watrous, Director

Background:

This task order is for the management of the Pavement Maintenance Program.

Correlation to the True North Statement:

Citizen, Safety, Citizen

Exhibit:

Pavement Maintenance Program Task Order

Key Issues:

N/A

Funding Source:

Streets and Traffic Control Professional Services 1005502 52025. Current Balance: \$974,300

Recommended Action:

Approve a task order for WSB to manage the pavement maintenance program for FY26.

ATTACHMENTS:

1. City of Lawton Pavement Maintenance Program Management T.O.

Mr. Michael Watrous
Public Works Director
City of Lawton
2100 SW 6th Street
Lawton, OK 73501

Dear Mr. Watrous,

WSB is pleased to present the following Task Order for managing the City of Lawton's Pavement Maintenance Program. This encompasses the execution of the tasks outlined below. The term of this Task Order is one year (12 months), commencing on July 1, 2025.

TASK 1.0 – PROGRAM MANAGEMENT

WSB will provide comprehensive management of the City of Lawton's Pavement Maintenance Program, overseeing all aspects from planning through construction. Responsibilities include updating pavement condition surveys and the multi-year maintenance plan, developing annual project recommendations and cost estimates as part of a rolling 7-year plan, and refining scoring criteria to reflect evolving priorities and stormwater considerations. WSB will identify and prioritize critical rehabilitation areas, maintain pavement management documentation, and conduct planning-level analyses to support informed decision-making. In addition to program oversight, WSB will administer construction bidding and contract processes, including preparation of bid documents, managing procurement schedules, coordinating pre-bid activities, and ensuring contracts are executed in alignment with City standards and project goals.

Subtasks include:

- 1.1.1 Update pavement condition surveys and multi-year maintenance plan [QA/QC]
- 1.1.2 Develop annual maintenance projects and cost estimates (Rolling 7-Year Plan)
- 1.1.3 Modify program scoring criteria and incorporate stormwater considerations
- 1.1.4 Identify high-priority maintenance areas (e.g., selective reconstruction)
- 1.1.5 Review and maintain pavement management documentation and planning guide
- 1.1.6 Attend coordination meetings (e.g. Director's, SRB&D, Staff)

- 1.1.7 Coordinate with city departments, emergency services, and transit agencies
- 1.1.8 Collaborate with City on program goals and execution
- 1.1.9 Identify and apply for grants and funding opportunities to support the program
- 1.1.10 Establish project prioritization criteria and maintenance scheduling framework
- 1.1.11 Perform planning-level analyses and investigations to inform programming
- 1.1.12 Draft and distribute reports summarizing program activity, findings, and progress
- 1.1.13 Complete and submit release of bonds applications
- 1.1.14 Update rehabilitation records [QA/QC]
- 1.1.15 Perform constructability review

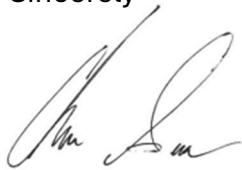
ADDITIONAL SERVICES

Additional services not specifically identified in this Task Order may be added upon written mutual agreement between the City of Lawton and WSB via an amendment.

COMPENSATION

The City of Lawton shall compensate WSB a not-to-exceed amount of \$191,340 for all services provided under this Task Order. Services shall be invoiced monthly based on hourly rates. A work breakdown structure by task can be found on Appendix A.

Sincerely



Chris Serrano
WSB

NOTICE TO PROCEED

By: _____
Signature Date

Please Print Name

Appendix A

Client:	City of Lawton
Project:	FYE 26 Pavement Maintenance Program Program Management
Rates:	2025 City of Lawton Master Services Agreement

Period: 7/1/2025 TO 6/30/2026

Category		
Program Manager	Design Specialist I	PM
Chris S	Ivan M.	Lisa T
\$285.00	\$124.00	\$178.00

Hours		
580	210	

Direct Labor Hours	Direct Labor Cost
790	\$191,340.00
490	\$109,060.00

Phase 1	Pavement Maintenance Program Management		300	190	
	1.1	Update pavement condition surveys and multi-year maintenance plan [QA/QC]	40	30	
	1.2	Develop annual maintenance projects and cost estimates (Rolling 7-Year Plan)	80	30	
	1.3	Modify program scoring criteria and incorporate stormwater considerations	40	30	
	1.4	Identify high-priority maintenance areas (e.g., selective reconstruction)	30		
	1.5	Review and maintain pavement management documentation and planning guides	20	40	
	1.6	Attend coordination meetings (e.g., Director's, SRB&D, Staff)	20		***
	1.7	Coordinate with city departments, emergency services, and transit agencies	30	30	
	1.8	Collaborate with City on program goals and execution	40	30	
	1.9	Identify and apply for grants and funding opportunities to support the program	***		
	1.10	Establish project prioritization criteria and maintenance scheduling framework	30	20	
	1.11	Perform planning-level analyses and investigations to inform programming	80		
	1.12	Draft and distribute reports summarizing program activity, findings, and progress	30		
	1.13	Complete and submit release of bonds applications	20		
	1.14	Update rehabilitation records [QA/QC]	60		
	1.15	Perform constructability review	60		
	1.16				
	1.17				
	1.18				

*** Indicates task is included

Item Title:

Consider approving a task order for WSB to perform grant research and development for FY26.

Initiator: Michael Watrous, Director

Information Source: Cynthia Williams, Internal Auditor & Grants Coordinator

Background:

This task order is to allow WSB to perform grant research and development for the City of Lawton in FY26.

Correlation to the True North Statement:

Citizen, Efficiency, Transparency

Exhibit:

Grant Research Task Order

Key Issues:

N/A

Funding Source:

Streets and Traffic Control, Professional Services 1005502 52025. Current balance: \$974,300.

Recommended Action:

Consider approving a task order for WSB to perform grant research and development for FY26.

ATTACHMENTS:

1. City of Lawton Grant Research and Coordination T.O.

Mr. Michael Watrous
Public Works Director
City of Lawton
2100 SW 6th Street
Lawton, OK 73501

Dear Mr. Watrous,

WSB is pleased to submit the attached Task Order for your review and consideration. This Task Order outlines our scope of services in support of the City of Lawton, including grant research, identification of funding opportunities, application development and coordination, and ongoing grant administration. The term of this Task Order is twelve (12) months, beginning July 1, 2025, and includes the execution of all associated tasks as described herein.

TASK 1.0 – Grant Research and Coordination

WSB will support the City of Lawton in the strategic development and advancement of its Capital Improvement Program (CIP) by providing targeted planning, funding coordination, and grant administration services. This includes reviewing and defining project scopes, conducting feasibility studies as needed, and compiling and maintaining a comprehensive list and schedule of street and bridge CIP projects. WSB will also lead efforts to identify and pursue grant funding opportunities that align with the City's infrastructure priorities.

As part of this process, WSB will gather the required data, coordinate with City staff, assess eligibility criteria, and perform technical analyses to support competitive applications. The team will also prepare for potential renewals or future funding cycles and ensure timely submission of applications through the appropriate channels. WSB will coordinate with its sub-consultant, CIVICUS (Keith Weber), to further support grant strategy, application development, and tracking.

Subtasks include:

- 1.1.1 Review and identify CIP project scopes (develop scope, feasibility studies as requested)

- 1.1.2 Compile CIP projects (streets and bridges) list and schedules
- 1.1.3 Researching and identifying potential grant opportunities
- 1.1.4 Gathering necessary information, data, and supporting documents, meetings with City
- 1.1.5 Reviewing eligibility criteria and guidelines for potential grants
- 1.1.6 Perform analysis required for applications
- 1.1.7 Preparing for potential renewals or future grant applications.
- 1.1.8 Submitting grant applications through appropriate channels (online portals, email, mail).
- 1.1.9 Sub-Consultant CIVICUS (Keith Weber)

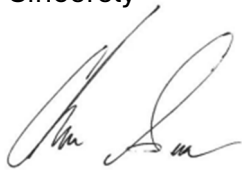
ADDITIONAL SERVICES

Additional services not specifically identified in this Task Order may be added upon written mutual agreement between the City of Lawton and WSB via an amendment.

COMPENSATION

The City of Lawton shall compensate WSB a not-to-exceed amount of \$67,620 for all services provided under this Task Order. Services shall be invoiced monthly based on hourly rates. A work breakdown structure by task can be found on Appendix A.

Sincerely



Chris Serrano
WSB

NOTICE TO PROCEED

By: _____
Signature Date

Please Print Name

Appendix A

Client:	City of Lawton		
Project:	Grant Research and Coordination		
Rates:	2025 City of Lawton Master Services Agreement		
Period:	7/1/2025	TO	6/30/2026

*** Indicates task is included

Item Title:

Consider approving the migration of our current Tyler Public Safety applications from an on-premise to cloud-based (SaaS) environment, and authorizing the mayor to sign all documents to execute the agreement.

Initiator: Judy Franco, IT Director

Information Source: Judy Franco, IT Director

Background:

Transitioning our Public Safety Applications that is currently on-premise to a SaaS-based platform represents a pivotal advancement in upholding our steadfast commitment to community safety. This strategic modernization ensures enhanced system reliability, minimizes operational disruptions during critical events, and strengthens infrastructure resilience—enabling first responders to perform with precision and urgency. By realigning IT resources toward mission-critical functions, we reinforce our dedication to protecting lives and fostering a secure and thriving environment for all citizens. Tyler Technologies, a trusted provider, is currently available through the State Contract, allowing us to adhere to our current purchasing guidelines. In this agreement, the cost for each year is \$618,966 (year 1); \$658,163 (year 2); \$702,619 (year 3).

Correlation to the True North Statement:

Approving this migration will enable the City of Lawton to provide reliable access to our Public Safety Applications—critical tools that support first responders in protecting our community. This initiative reflects our unwavering commitment to creating a safe environment in which every citizen can thrive.

Exhibit:

Lawton PD SaaS Agreement (Tyler)

Key Issues:**Funding Source:**

Budgeted FY26 Fund - 8003001-52025: for Public Safety Migration \$700,000 - cost \$724,296 = \$24,296 contract over budget - reducing line item Watchguard in this same account
Watchguard budgeted for FY26 8003001-52025: \$35,000 - \$24,296 = remaining in Watchguard balance: \$10,704.

Recommended Action:

Approve \$724,296 to migrate Tyler Public Safety application from on-premise to cloud-based(SaaS).

ATTACHMENTS:

1. City of Lawton, OK PD SaaS Flip Agreement - signed
2. State Contract
3. SW1182TT.Contract Summary
4. SW1182TT_Tyler Tech Renwal to 01.09.2029 PS #7227



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client and Tyler are parties to a Software License Agreement dated November 20, 2019, which was further amended, collectively the (Original Agreement), under which Tyler provided Client with a license to certain Tyler Software set forth therein; and

WHEREAS, Client and Tyler now desire to migrate the Public Safety software products purchased under the Original Agreement and set forth in the Investment Summary from an on-premise installation to a SaaS installation, and to continue to fulfill their obligations under this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Affiliated Organization”** means a government entity separate from you, but which will have access to the Tyler Software detailed in Exhibit A under this Agreement. Permissible Affiliated Organizations are listed in Exhibit A.
- **“Agreement”** means this Software as a Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means City of Lawton, OK – Police Department.
- **“Data”** means data uploaded or provided by you or your End Users through the use of the Tyler Software and necessary to utilize the Tyler Software. “Data” excludes Service Usage Data.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary, if any.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the last signature date set forth in the signature block.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.



- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as [Exhibit B](#).
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to the Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“Service Usage Data”** means data and telemetry collected by us relating to your or your authorized users’ use of the Tyler Software and/or SaaS Services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as [Exhibit C](#).
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as [Schedule 1](#) to [Exhibit C](#).
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).
2. **SaaS Fees.** You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. **Ownership.**

3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and

anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

3.4 You understand and agree that we may collect and use Service Usage Data to perform the SaaS Services, and for our own purposes, including the purposes described below. We may use Service Usage Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) maintain the security of the Tyler Software and SaaS Services, (c) aggregate your Service Usage Data and combine it with that of other clients and their users, and (d) use anonymized or aggregated Service Usage Data for our research, analytics or other business purposes. Service Usage Data will not be disclosed to any third-party unless (i) it is anonymized and aggregated such that it does not identify you, your users or your Confidential Information or (ii) we have entered into a written agreement with such third-party to bind them to applicable legal requirements with respect to the Service Usage Data. You agree to notify your users of our collection and use of Service Usage Data, obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to our collection and use of Service Usage Data.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 The data centers utilized under this Agreement have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a disruption of SaaS Services from the data center hosting your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 The data centers utilized under this Agreement are accessible only by authorized personnel with a unique key entry. All other visitors to such data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

7. Affiliated Organizations for the Tyler Software.

- 7.1. Access by Affiliated Organizations. We will grant each Affiliated Organization access to the Tyler Software according to the terms of this Agreement, and each such Affiliated Organization must abide by the terms of this Agreement.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work.
4. Cancellation. If you cancel services less than **four (4) weeks** in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available all releases to the Tyler Software (including updates and enhancements) that we make generally available and deploy, without additional charge; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform any maintenance and support services remotely. For any on-premise clients or components, we currently use a third-party secure connectivity tool called BeyondTrust (formerly Bomgar), as well as GoToAssist by Citrix. You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and reasonable access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
 - 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we

may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will defend, indemnify, and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**
5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional Tyler products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
23. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality

provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>, and to applicable provisions found in the current Twilio Terms of Service, available at <https://www.twilio.com/legal/tos>. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user’s failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

24. Contract Documents. This Agreement includes the following exhibits:

- | | |
|-----------|------------------------------------|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement |
| | Schedule 1: Support Call Process |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Lawton, OK – Police Department

By: Sherry Clark

By: _____

Name: Sherry Clark

Name: _____

Title: Group General Counsel

Title: _____

Date: 08/07/2025

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Lawton Police Department
10 SW 4th St.
Lawton, OK 73501-4077
Attention: _____

With a copy to:

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By:
 Quote Expiration:
 Quote Name:

Jodie Hisala
 12/9/25
 SaaS Cloud Migration

Sales Quotation For:

Judy Franco
 LAWTON, OK CITY OF
 10 SW 4TH ST
 LAWTON OK 73501-4077
 Phone: +1 (580) 581-3337

Annual / SaaS

Description	Quantity	Fee	Discount	Annual
Enterprise Public Safety				
Platform				
EPS Platform - Standard	1	\$ 128,000	\$ 0	\$ 128,000
Law Enforcement Records Management System				
Report Writing [130 Users]	130	\$ 33,800	\$ 0	\$ 33,800
Other				
Enforcement Mobile	1	\$ 107,590	\$ 0	\$ 107,590
Cloud Migration				
Enterprise CAD Suite	1	\$ 66,466	\$ 0	\$ 66,466
Enterprise Law Records Suite	1	\$ 64,955	\$ 0	\$ 64,955
Enterprise Mobile Suite	1	\$ 97,358	\$ 0	\$ 97,358
Data Archive Suite	1	\$ 4,719	\$ 0	\$ 4,719
Enterprise Corrections Suite	1	\$ 101,735	\$ 0	\$ 101,735

TOTAL

\$ 604,623

2024-510461-L7D1M9

CONFIDENTIAL

Page 1

Services

Description	Quantity	Unit Price	Discount	Total
Enterprise Public Safety				
Cloud Migration Services	1	\$ 75,000	\$ 0	\$ 75,000
TOTAL				\$ 75,000

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Discount	Total	Total Annual
Enterprise Public Safety					
Hardware					
Redundant VPN Appliance Bundle	2	\$ 6,000	\$ 0	\$ 12,000	\$ 0
Cloud Migration					
Emergency Networking Suite	1	\$ 32,673	\$ 0	\$ 0	\$ 32,673
TOTAL				\$ 12,000	\$ 32,673

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 604,623
Total Tyler Services	\$ 75,000	\$ 0
Total Third-Party Hardware, Software, Services	\$ 12,000	\$ 32,673
Summary Total	\$ 87,000	\$ 637,296
Contract Total	\$ 724,296	

2024-510461-L7D1M9

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Assumptions

For additional information, please visit <https://empower.tylertech.com/enterprise-public-safety-specifications.html>

Additional Report Writing users beyond the number set forth in the Investment Summary will be invoiced at Tyler's then-current per-user rate.

Affiliated Organization

Lawton Fire Department



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary and shall be invoiced in the following amounts:

	Year 1	Year 2	Year 3
Annual SaaS Fee	\$637,296.00	\$669,161.00	\$702,619.00
AWS One-time Credit	(\$18,330.00)	(\$10,998.00)	
	\$618,966.00	\$658,163.00	\$702,619.00

Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Tyler Technologies and AWS are collaborating to empower public sector agencies with advancing digital transformation technologies. As part of this project, AWS is providing a one-time sponsorship credit of \$18,330.00 towards year 1 SaaS Fees, and \$10,998.00 towards Year 2 SaaS Fees. Please reach out to your Tyler Technologies account representative to receive further details on the collaboration between AWS and Tyler. Sponsorship credits expire at the end of each calendar year and may not be guaranteed in future years.
3. Credit for Maintenance and Support Fees. Beginning on the commencement of the initial term, Client shall no longer be required to pay annual maintenance and support fees under the Original Agreement. Client will receive a credit for any prepaid but unused maintenance and support fees payable under the Original Agreement as of the commencement of the initial term as set forth in Section F(1) of this Agreement.
4. Professional Services.
 - 4.1 The implementation and other professional services set forth in the Investment Summary shall be invoiced upon completion.
5. Third Party Products.

5.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced



when we make it available to you for downloading.

5.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software, (excluding Esri and Embedded Third Party Software), is invoiced when we make it available to you for downloading.

5.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

5.4 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

6. Expenses. The rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the



current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high

speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work



with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search – a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community – provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Emergency 24-hours per day, 7 days per week, telephone support is available for reporting Priority Level 1 Defects for Enterprise CAD and eCitation only. After 9:00 p.m., the Enterprise CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation to assist the customer in triaging the incident. The incident will be escalated throughout our support apparatus until service is restored.



Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Lawton, OK - Section B - Software License Agreement

Final Audit Report

2025-07-08

Created:	2025-07-08
By:	Kelli Kim (kelli.kim@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdThTGTuGRzjkgLuoXBEJ7aczpW6zy2F

"Lawton, OK - Section B - Software License Agreement" History

-  Document created by Kelli Kim (kelli.kim@tylertech.com)
2025-07-08 - 7:23:48 PM GMT
-  Document emailed to Sherry Clark (sherry.clark@tylertech.com) for signature
2025-07-08 - 7:23:54 PM GMT
-  Email viewed by Sherry Clark (sherry.clark@tylertech.com)
2025-07-08 - 7:24:06 PM GMT
-  Document e-signed by Sherry Clark (sherry.clark@tylertech.com)
Signature Date: 2025-07-08 - 7:26:38 PM GMT - Time Source: server
-  Agreement completed.
2025-07-08 - 7:26:38 PM GMT



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Solicitation Detail

Please use the 'Notify Me' button to be automatically made aware of any amendments to this particular solicitation. If you would like to be electronically notified of future opportunities for this or other type commodities, you will need to register with Central Purchasing by clicking on 'Vendor Registration' link.

[Notify Me](#)

Agency: Central Purchasing Division **Contract Type:** Non-Mandatory Statewide

Solicitation Number: EV00000182	SW Number: SW1182TT	Status: Awarded	Closing Date Status: Original
---	-------------------------------	---------------------------	---

Description:
SW1182TT: Oklahoma Interactive LLC- Occupational Business Licensing.

Buyer:
Glenda Caudle

Closing Date:
04/26/2023

Award Date:
01/10/2024

Contract Period Starting Date: 01/10/2024	Contract Period Ending Date: 01/09/2029
---	---

Agreement Period Starting Date: 01/10/2024	Agreement Period Ending Date: 01/09/2029
--	--

Attachments:

Attachment Title	Attachment Type	File Type	Comments
SW1182TT.Contract Summary	Other	pdf	SW1182TT- Awarded supplier - NICUSA INC. (Oklahoma Interactive LLC dba Tyler Oklahoma OR Tyler Technologies) - Contact information.
FULLY EXECUTED LR 2338 - SW1182 - Licensing EV00000182 - Tyler Technologies	Contract	pdf	Fully Executed Contract for SW1182TT- NICUSA INC. (Oklahoma Interactive LLC dba Tyler Oklahoma OR Tyler Technologies).
SW1182TT.PSC#7227 signed	Contract	pdf	SW1182TT.PSC#7227 signed for NICUSA INC. (Oklahoma Interactive LLC dba Tyler Oklahoma OR Tyler Technologies).
EV00000182 Tyler OK Exhibit 2 Pricing - Cannabis Licensing	Price Adjustment	xlsx	Price sheet for SW1182TT - NICUSA INC. (Oklahoma Interactive LLC dba Tyler Oklahoma OR Tyler Technologies)- Cannabis Licensing.
EV00000182 Tyler OK Exhibit 2 Pricing - ELP	Price Adjustment	xlsx	Price sheet for SW1182TT - NICUSA INC. (Oklahoma Interactive LLC dba Tyler Oklahoma OR Tyler Technologies)- ELP.
EV00000182 Tyler OK Exhibit 2 Pricing - State Reg Platform	Price Adjustment	xlsx	Price sheet for SW1182TT - NICUSA INC. (Oklahoma Interactive LLC dba Tyler Oklahoma OR Tyler Technologies)-State Reg Platform.
FULLY EXECUTED - Amendment One to SW1182 Tyler	Amendment	pdf	FULLY EXECUTED - Amendment #1 to SW1182TT for (Oklahoma Interactive LLC dba Tyler Oklahoma)Tyler Technologies. Amendment #1 is to inform the requirement of any order off it to be signed by the CIO.
Tyler Tech Renwal to 01.09.2029 PS #7227	Contract	pdf	Contract Renewal to 01.09.2029 PS #7227

Attachments

Comments

NICUSA INC. (Oklahoma Interactive LLC dba Tyler Oklahoma OR Tyler Technologies) SW1182, SW1182TT, 1182, 1182TT, EV0-182,1182tt, 182TT, 182tt, EV0000018:

(OKLAHOMA INTERACTIVE LLC dba Tyler Oklahoma) Tyler Technologies.Oklahoma Interactive is a wholly owned subsidiary of Tyler Technologies. Tyler tech.

Address 2 & 3 Loc 0002 & 0003 - Oklahoma Interactive

Address 4 Loc 0004 Tyler Technologies **SPECIAL NOTE: Posted on 02.27.2024** Amendment #1 is to inform the requirement of any order off it to be signed by the CIO for SW1182T

Categories:

93150000 Public administration and finance services

93151500 Public administration

93151517 License or registration fee

Receive solicitation notifications automatically for all solicitations in this commodity! - register your organization with the State of Oklahoma at www.vendors.ok.gov.
Note: beginning July 1st, 2010, Central Purchasing will require suppliers to register with Central Purchasing prior to completion of award ([read more](#)). Failure to do so will delay contract award.
Reminder: It is the Bidder's responsibility to check the OMES/Central Purchasing website frequently for any possible amendments that may be issued. Central Purchasing is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.
If documents listed on this page do not meet your accessibility requirements, please contact OMES at (405) 522-0955 and appropriate accommodations will be made.
If you are looking for a Contracting Officer's contact information, please click [Buyers Contact List](#).
We recommend you use the latest version of Adobe Reader. If you need to download Adobe Reader, here is a link to the [Adobe WebSite](#).

Back

Return To Main Menu

Back to top





Official signed contract documents are on file with OMES Central Purchasing.

Contract title: SW1182- Occupational Business Licensing

Contract Number: SW1182TT - PS contract#0- 7227

Date of Contract issuance: 01/10/2024

Contract period: 01/10/2024 through 01/09/2025

Agreement period: 01/10/2024 through 01/09/2029

Type of contract: Mandatory ☐ Non-Mandatory ☒

OMES Central Purchasing contact: Cini Zacharia, CPOII

Title: Contracting Officer II

Phone: (405) -522 - 9078

Email: Cini.zacharia@omes.ok.gov

Supplier name: NICUSA INC. (OKLAHOMA INTERACTIVE LLC dba Tyler Oklahoma OR Tyler Technologies)

Supplier ID # 0000492602

Contract ID #: 0-7227

Supplier Point of Contact: Lee Tompkins OR Connie Pearson, OR John Kratofil

Supplier address: OKLAHOMA INTERACTIVE LLC

City: OKC

State: OK

Zip code: 73116-8246

Phone #: 502-320-2130

Email: Lee.Tompkins@tylertech.com

Connie.Pearson@tylertech.com

john.kratofil@tylertech.com

Contract Overview:

The Statewide Contract-SW1182TT resulted from the Solicitation #EV00000182-Occupational Business Licensing.

Authorized Users: All state departments, boards, commissions, agencies, and institutions, in Addition to counties, school districts and municipalities which may avail themselves of this contract.

How to order:

1. For product and pricing information review awarded contract documents "Attachment -Pricing".
 2. Request a quote from the supplier or any approved authorized dealer listed below. All quotes must reference SW1182TT
 3. Generate a purchase order made payable to the desired supplier. You must reference the statewide contract number SW1182TT on your purchase order by attaching the PeopleSoft Contract.
 4. Email your purchase order to the designated supplier sales representative
-
-
-
-

Available Brands:

NICUSA INC- OKLAHOMA INTERACTIVE LLC (dba Tyler Oklahoma or Tyler Technologies)

Available Products and Services:

Occupational Business Licensing. The solution will provide government agencies with the ability to manage, verify and track government licenses issued by their organization in a centralized and automated manner. This includes the ability to track the status of licenses, expiration dates, renewals, continuing education, and

any other information relevant to a given license. Licenses are intended to protect public health, safety, and welfare, by ensuring that those who engage in these activities or use these resources are qualified and comply with applicable regulations.

Authorized Dealer/Reseller(s):

Supplier name: NA

Supplier ID #:

Contract ID #:

Supplier Point of Contact:

Supplier address:

City:

State:

Zip Code:

-

Phone #: 1 - - -

Email:

Supplier name:

Supplier ID #:

Contract ID #:

Supplier Point of Contact:

Supplier address:

City:

State:

Zip Code:

-

Phone #: 1 - - -

Email:



State of Oklahoma

Dispatch via Print

Contract ID 000000000000000000000007227			Page 1 of 7	
Contract Dates 01/10/2024 to 01/09/2029		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW1182TT-Occupational Bus Lice			Contract Maximum 0.00	
Allow Open Item Reference				
TYPE: STATEWIDE				

Contract Lines:

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature *glenda candle*



State of Oklahoma

Dispatch via Print

Contract ID 0000000000000000000000007227			Page 2 of 7	
Contract Dates 01/10/2024 to 01/09/2029		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW1182TT-Occupational Bus Lice			Contract Maximum 0.00	
Allow Open Item Reference				
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Authorized Signature



OKLAHOMA

CONTRACT

State of Oklahoma

DUPLICATE

Dispatch via Print

Supplier 0000492602
 NICUSA INC
 TYLER OKLAHOMA
 6501 BROADWAY EXT STE 250
 OKLAHOMA CITY OK 73116-8246
 USA

Contract ID 000000000000000000007227			Page 3 of 7	
Contract Dates 01/10/2024 to 01/09/2029		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW1182TT-Occupational Bus Lice			Contract Maximum 0.00	
Allow Open Item Reference				
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
Please see the price sheet EXHIBIT 2 - Enterprise Licensing Platform (ELP)						
	Contract Base Pricing	0.01000	EA	0002		
15	81112501 / Professional Services (Blended Rate / Hour) Please see the price sheet EXHIBIT 2 - Enterprise Licensing Platform (ELP)	HR	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.01000	HR	0002		
16	81112501 / State Regulatory Platform Suite Analytics-(Named Users:10,15,20,25,30,35,40,45,50,55,60,65,70,75,80,85,90,95,100) Table A: SaaS Subscription Costs (includes Software, Maintenance and Hosting). Please see the price sheet EXHIBIT 2 - State Regulatory Platform (SRP).	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.01000	EA	0002		
17	81112501 / State Regulatory Platform Suite Field Inspection. (Named Users:10,15,20,25,30,35,40,45,50,55,60,65,70,75,80,85,90,95,100) Table A: SaaS Subscription Costs (includes Software, Maintenance and Hosting). Please see the price sheet EXHIBIT 2 - State Regulatory Platform (SRP).	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.01000	EA	0002		
18	81112501 / Extra Storage-ELP Please see the price sheet EXHIBIT 2 - Enterprise Licensing Platform (ELP)	TB	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.01000	TB	0002		
19	81112501 / Value-Add Products-ELP-OnTheGo Mobile Inspections	YR	1.00	0.00	0.00	0.00

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Authorized Signature



Dispatch via Print

Contract ID 0000000000000000000000007227			Page 4 of 7	
Contract Dates 01/10/2024 to 01/09/2029		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW1182TT-Occupational Bus Lice			Contract Maximum 0.00	
Allow Open Item Reference				
TYPE: STATEWIDE				

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Authorized Signature



OKLAHOMA

CONTRACT

State of Oklahoma

DUPLICATE

Dispatch via Print

Supplier 0000492602
 NICUSA INC
 TYLER OKLAHOMA
 6501 BROADWAY EXT STE 250
 OKLAHOMA CITY OK 73116-8246
 USA

Contract ID 000000000000000000007227			Page 5 of 7	
Contract Dates 01/10/2024 to 01/09/2029		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW1182TT-Occupational Bus Lice			Contract Maximum 0.00	
Allow Open Item Reference				
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
	Please see the price sheet EXHIBIT 2 - State Regulatory Platform (SRP).					
	Contract Base Pricing	0.01000	YR	0002		
27	81112501 / Extra Storage - Documents (annual)-SRP Please see the price sheet EXHIBIT 2 - State Regulatory Platform (SRP).	TB	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.01000	TB	0002		
28	81112501 / Value-Add Products-SRP- Optional Silver Managed Services (120 hours) Please see the price sheet EXHIBIT 2 - State Regulatory Platform (SRP).	HR	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.01000	HR	0002		
29	81112501 / Value-Add Products-SRP-Optional Gold Managed Services (240 hours) Please see the price sheet EXHIBIT 2 - State Regulatory Platform (SRP).	HR	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.01000	HR	0002		
30	81112501 / Value-Add Products-SRP-Optional Platinum Managed Services (360 hours) Please see the price sheet EXHIBIT 2 - State Regulatory Platform (SRP). SaaS Subscription Costs (includes Software, Maintenance and Hosting)	HR	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.01000	HR	0002		
31	81112501 / Value-Add Products-SRP-Optional Platinum Plus Managed Services (480 hours) Please see the price sheet EXHIBIT 2 - State Regulatory Platform (SRP).	HR	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.01000	HR	0002		
32	81112501 / State Regulatory Platform Suite (Regulatory Access, State Licensing Application, State Enforcement Application, State Inspection Application) (Unit of Measure: Named Users:10,15,20,25,30,35,40,45,50,55,60,6 5,70,75,80,85,90,95,100)	EA	1.00	0.00	0.00	0.00

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 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



OKLAHOMA

CONTRACT

State of Oklahoma

DUPLICATE

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Supplier 0000492602
NICUSA INC
TYLER OKLAHOMA
6501 BROADWAY EXT STE 250
OKLAHOMA CITY OK 73116-8246
USA

Contract ID 000000000000000000007227			Page 6 of 7	
Contract Dates 01/10/2024 to 01/09/2029		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW1182TT-Occupational Bus Lice			Contract Maximum 0.00	
Allow Open Item Reference				
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
Table A: SaaS Subscription Costs (includes Software, Maintenance and Hosting). Please see the price sheet EXHIBIT 2 - State Regulatory Platform (SRP).						
	Contract Base Pricing		0.01000	EA		0002
33	81112501 / Training Costs: SRP-System-End User Training Table A: SaaS Subscription Costs (includes Software, Maintenance and Hosting). Please see the price sheet EXHIBIT 2 - State Regulatory Platform (SRP).	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.01000	EA		0002
34	81112501 / Training Costs: SRP- System-System Administrator Training Table A: SaaS Subscription Costs (includes Software, Maintenance and Hosting). Please see the price sheet EXHIBIT 2 - State Regulatory Platform (SRP).	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.01000	EA		0002
35	81112501 / Training Costs: SRP- On Site Training, Per Trip, Per Trainer. Table A: SaaS Subscription Costs (includes Software, Maintenance and Hosting). Please see the price sheet EXHIBIT 2 - State Regulatory Platform (SRP).	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.01000	EA		0002

COMMENTS:

The Statewide Contract-SW1182TT resulted from the Solicitation #EV00000182-Occupational Business Licensing.

Contract Period: 01/10/2024-01/09/2029
Agreement Period: 01/10/2024-01/09/2029

POC:
Lee Tompkins OR Connie Pearson, OR John Kratofil

Phone:
502-320-2130

Emails:
Lee.Tompkins@tylertech.com
Connie.Pearson@tylertech.com
john.kratofil@tylertech.com

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



State of Oklahoma

Dispatch via Print

Page 103 of 647

Item Title:

Consider and take action in approving Amendment No. 3 to the Wastewater Treatment Plant Improvements Project Phase I Contract with Garver, LLC in an amount not to exceed \$34,485.00 for additional construction administration services due to unforeseen and extended construction durations.

Initiator: Willie Whisenhunt, Director

Information Source: Willie Whisenhunt, Director

Background:

On December 4, 2020, the City of Lawton received Consent Order 20-214 from the Oklahoma Department of Environmental Quality (ODEQ) as a result of OPDES Permit violations stemming from discharges at the Wastewater Treatment Plant. In order to comply with the expected details of the Consent Order and bring the WWTP into compliance, additional funding in the amount of up to \$47 million was obtained through the Clean Water State Revolving Fund program to address repairs and improvements as identified in the Consent Order and the WWTP Condition Assessment conducted by Garver, LLC. On June 22, 2021, Council awarded a contract to Garver, LLC in the amount of \$6,296,700.00 for the design of PU2103 WWTP Improvements Phase 1 Project. The Engineering and Design contract provides full Engineering and Design services for items identified as Phase 1 Improvements in the Final Engineering report approved by City Council on June 8th, 2021. The Final Engineering Report outlined three distinct phases of improvements. Originally listed in Phase 2 was replacing the influent screening structure. However, the condition of the current equipment dictates that replacement must be moved from Phase 2 to Phase 1 to ensure continued compliance. On March 9th, 2022, City Council approved Amendment No. 1, which added additional professional services necessary to include the design of a new influent screening structure. City Council approved Amendment No. 2, which included the replacement of existing blowers with new units, associated process mechanical improvements to integrate the new blowers, and new electrical improvements for the new blowers.

Amendment No. 3 includes additional construction phase services. These additional construction phase services are due to unforeseen and extended construction durations that warrant the need for additional meetings.

Correlation to the True North Statement:

This project is imperative to continue providing a safe community to our citizens as stated in the True North Statement.

Exhibit:

Amendment No. 3, Appendix A - Scope of Services, Appendix B - Fee Schedule

Key Issues:

Does City Council wish to approve Amendment No. 3 to the Wastewater Treatment Plant Improvements Project Phase I (PU2103) Contract with Garver, LLC in the amount of \$34,485.00 for additional construction administration services?

Funding Source:

CWSRF \$72mil Loan: \$95,161.99 (current amount available in contingency) - \$34,485.00 (cost of Amendment No. 3) = \$60,676.99 (amount remaining in contingency)

Recommended Action:

Approve Amendment No. 3 to the Wastewater Treatment Plant Improvements Project Phase I (PU2103) Contract with Garver, LLC in the amount of \$34,485.00 for additional construction administration services.

ATTACHMENTS:

1. Amendment No. 3 PU2103
2. Appendix A - Scope
3. Appendix B - Fee

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
CITY OF LAWTON
LAWTON, OKLAHOMA**

CONTRACT AMENDMENT NO. 3

This Amendment to Agreement made as of this _____ day of _____ in the year two-thousand and twenty-five is by and between the City of Lawton, Oklahoma, a municipal corporation, hereinafter referred to as “First Party” or “Owner” and Garver LLC, hereinafter referred to as “Second Party” or “Engineer.”

WITNESSETH

WHEREAS the parties hereto have an agreement for professional services dated June 24th, 2021, for providing Contract Documents for the Project No. PU-21-03: Lawton Wastewater Treatment Plant (WWTP) Improvements – Phase I (Agreement).

WHEREAS the parties hereto desire to enter into an amendment to said Agreement to include additional professional services outlined herein, and all provisions of the contract and previous amendments remain in full effect except the additional scope of services in Amendment No. 3.

NOW THEREFORE, that in consideration of the covenants, agreements and representations hereinafter set forth, it is mutually agreed by the parties hereto that the Agreement is further amended as follows:

I. Additional Professional Services

The ENGINEER will provide professional assistance pertaining to additional construction administration services at the WWTP. The ENGINEER will provide the scope of services in conformance with the attached Appendix A – Scope of Services (“Services”) and the applicable contract requirements as specified in the Agreement. The fee estimate for such Services is summarized below:

Task	Amount
Task 7 – Construction Administration (Additional Progress Meetings)	\$34,485.00
Total Services	\$34,485.00

The OWNER will compensate ENGINEER for engineering work associated with the Services outlined in Appendix A for a lump sum amount not to exceed thirty four thousand four hundred and eighty five dollars (\$34,485.00). Potential Extra Work has also been enumerated in the Appendix A, under Section 3. In the event OWNER requests extra work be performed that is not already identified in the tasks above or the amended Agreement, OWNER and ENGINEER will negotiate an additional fee for such work. Any additional fee negotiated must be agreed to in writing by the parties prior to any such extra work commencing. The OWNER represents that funding sources are in place with the available funds necessary to pay ENGINEER.

II. Amendments to Terms and Conditions

N/A

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

All other requirements of the Agreement remain in effect except those changed by contract amendments herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ENGINEER

By: Mary Elizabeth Mach

Printed Name: Mary Elizabeth Mach

Title: Vice President

OWNER

APPROVED by the Council and signed by the Mayor for the City of Lawton this _____ day of _____, 20_____.

THE CITY OF LAWTON
A Municipal Corporation,

By: _____
MAYOR STANLEY BOOKER

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 20_____.

TIM WILSON, INTERIM CITY ATTORNEY

APPENDIX A – SCOPE OF SERVICES

GARVER agrees to perform engineering services in connection with the City of Lawton Wastewater Treatment Plant (WWTP) Phase I Improvements as hereinafter stated, in accordance with the stipulations in this agreement. Generally, the scope of services of this Amendment includes additional construction phase services. These additional construction phase services are due to unforeseen and extended construction durations that warrant the need for additional meetings.

1. TASK 7 - CONSTRUCTION ADMINISTRATION SERVICES

During the construction phase of work, GARVER will accomplish the following as part of this Amendment:

1. GARVER will prepare open Submittals, RFI's, and CMR's for weekly coordination meetings (up to fifteen) with the Owner.
2. GARVER will attend additional monthly progress/coordination meetings (up to four) with the Owner/Contractor for the extended project duration.

2. EXTRA WORK

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and GARVER.

3. SCHEDULE

GARVER shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below.

Phase Description	Calendar Days
Task 7 – Construction Administration	Up to four (4) months additional beyond Amendment No. 2.

APPENDIX B – Fee Schedule

The ENGINEER will provide professional assistance pertaining to additional construction administration services at the WWTP. The ENGINEER will provide the scope of services in conformance with the attached Appendix A – Scope of Services (“Services”) and the applicable contract requirements as specified in the Agreement. The fee estimate for such Services is summarized below:

Task	Amount
Task 7 – Construction Administration (Additional Progress Meetings)	\$34,485.00
Total Services	\$34,485.00

The OWNER will compensate ENGINEER for engineering work associated with the Services outlined in Appendix A for a lump sum amount not to exceed thirty four thousand four hundred and eighty five dollars (\$34,485.00). Potential Extra Work has also been enumerated in the Appendix A, under Section 3. In the event OWNER requests extra work be performed that is not already identified in the tasks above or the amended Agreement, OWNER and ENGINEER will negotiate an additional fee for such work. Any additional fee negotiated must be agreed to in writing by the parties prior to any such extra work commencing. The OWNER represents that funding sources are in place with the available funds necessary to pay ENGINEER.

Item Title:

Consider and take action in awarding a contract in the amount of \$4,151,247.00 to Scott Wampler Construction & Services, LLC, for the construction of Map 46 Water Line Replacement Project PU2409 to rehabilitate high maintenance waterlines.

Initiator: Willie Whisenhunt, Director

Information Source: Willie Whisenhunt, Director

Background:

On March 28, 2023, City Council was given a presentation on Public Utilities' Water and Wastewater system conditions and a plan of improvements with a means of funding the improvements. On June 27, 2023, City Council approved the Master Service Agreement with Garver, LLC. On October 10, 2023, City Council approved Amendment No. 2 to the MSA which includes scope of services and fee for services defined in Work Package # 2. Work package #2 includes design and bidding services as well as project management, kickoff, and coordination for water line rehabilitation and replacement services on Maps 46, 53, and 58. Estimated footage of waterline to be replaced is 35,000 ft. Map 46 includes the area east of NE 45th St. to NE 60th St., south of Gore Blvd to Lee Blvd. City Council approved the plans and specifications and authorized advertisement on October 8, 2024.

The project advertised in the local newspaper on October 9, 2024 and October 16, 2024. A non-mandatory pre-bid conference was held on Friday, October 25th, 2024, at 2:00 pm in the Public Utilities Conference Room.

A Bid open was publicly held at City Hall on November 19th, 2024, at 2 pm. A total of six (6) bids were received. However, four (4) bids were deemed non-responsive.



Map 46 Waterline Replacement - PU2409
Tuesday, May 6, 2025

BID TAB			
	Engineer's Estimate	Scott Wampler Construction & Services, LLC	Southwest Water Works, LLC
Total Base Bid	\$4,280,230.00	\$4,151,247.00	\$4,409,831.00
Proposed NTP/Additional Time			

Nonresponsive Bids:
Stampede Utility Construction, LLC
Mach Energy Services, LLC
TIMCO Blasting & Coatings, Inc
Jackson Civil, LLC

After reviewing the bid documents, it is recommended to award the project to Scott Wampler

Construction & Services, LLC, who submitted the lowest responsive and responsible bid for the project. Garver, LLC, recommends awarding a contract in the amount of \$4,151,247.00 to Scott Wampler Construction & Services, LLC, for the construction of Map 46 Water Line Replacement Project PU2409.

Correlation to the True North Statement:

This project benefits the citizen by preventing outage and providing safe drinking water with efficiency in accordance with the True North Statement.

Exhibit:

Recommendation of Award, Bid Tabulation, Construction Contract, and Location Map

Key Issues:

Does City Council wish to award a contract in the amount of \$4,151,247.00 to Scott Wampler Construction & Services, LLC, for the construction of Map 46 Water Line Replacement Project PU2409 to rehabilitate high maintenance waterlines?

Funding Source:

DWSRF \$21mil Loan: \$8,572,007 (available in loan) - \$4,151,247 (cost of this project) = \$4,420,760 (amount remaining for contingency and future projects)

Recommended Action:

Award a contract in the amount of \$4,151,247.00 to Scott Wampler Construction & Services, LLC, for the construction of Map 46 Water Line Replacement Project PU2409 to rehabilitate high maintenance waterlines.

ATTACHMENTS:

1. Recommendation of Award
2. Bid Tab
3. Contract & bonds (unsigned)
4. Location Map



750 SW 24th St.
Suite 200
Moore, OK 73160

TEL 405.329.2555
FAX 405.329.3555

www.GarverUSA.com

June 2, 2025

Mr. Rusty Whisenhunt
Director of Public Utilities
City of Lawton
2100 SW 6th Street
Lawton, OK 73501

Re: PU2409 – Map 46 Water Line Replacement Project
Recommendation of Award

Dear Mr. Whisenhunt:

Bids were received for the PU2409 – Map 46 Water Line Replacement Project at the Office of the City Clerk at City Hall, 212 SW 9th Street Lawton, OK 73501, on Tuesday, May 6, 2025. The bids have been checked for accuracy and for compliance with the contract documents.

A total of six (6) bids were received on the project. Scott Wampler Construction and Services submitted the responsive and responsible lowest bid for the project in the amount of \$4,151,247.00. The Engineer's Opinion of Probable Cost was \$4,280,230.00.

Two lower bids were received but were rejected due to substantial issues with the bid proposal. The bid from Stampede was rejected because the bid proposal was not sealed. The bid from Mach Energy was rejected because the bid proposal was not signed and sealed. An additional two bids were deemed non-responsive due to issues with the bid proposal. Timco was rejected because the incorrect bid schedule was submitted. Jackson Civil was rejected because the bid proposal was not sealed.

A check of the bidding documents indicated no significant issues with the documentation received. A review of their current and past projects shows that Scott Wampler Construction and Services has adequate experience in water line projects across the United States.

The Base Bid results in a final contract price of **four million one hundred fifty-one thousand two hundred forty-seven dollars (\$4,151,247.00)**. Garver believes that the bid submitted by Scott Wampler Construction and Services is responsive, responsible, and represents a good value for the City of Lawton. Contingent upon the signing of the contract and the submission of executed bonds, we recommend awarding the construction contract for the Map 46 Water Line Replacement Project to Scott Wampler Construction and Services.

Sincerely,

GARVER, LLC

Bryce Callies, P.E.
Water Resources Team Leader



Map 46 Waterline Replacement - PU2409

Tuesday, May 6, 2025

BID TAB			
	Engineer's Estimate	Scott Wampler Construction & Services, LLC	Southwest Water Works, LLC
Total Base Bid	\$4,280,230.00	\$4,151,247.00	\$4,409,831.00
Proposed NTP/Additional Time			

Nonresponsive Bids:
Stampede Utility Construction, LLC
Mach Energy Services, LLC
TIMCO Blasting & Coatings, Inc
Jackson Civil, LLC



BID OPENING DATE: Tuesday, May 6, 2025

PROJECT: Map 46 Waterlines - PU2409

Engineer's Estimate						Itemized Bid Tabulations						Southwest Water Works					
Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total
1	1	LS	MOBILIZATION	\$145,900.00	\$145,900.00	1	1	LS	MOBILIZATION	\$200,000.00	\$200,000.00	1	1	LS	MOBILIZATION	\$250,000.00	\$250,000.00
2	1	LS	DE-MOBILIZATION	\$47,700.00	\$47,700.00	2	1	LS	DE-MOBILIZATION	\$30,000.00	\$30,000.00	2	1	LS	DE-MOBILIZATION	\$80,000.00	\$80,000.00
3	9633	LF	8" C900 PVC DR18 WATER LINE PIPE	\$130.00	\$1,252,290.00	3	9633	LF	8" C900 PVC DR18 WATER LINE PIPE	\$120.00	\$1,155,960.00	3	9633	LF	8" C900 PVC DR18 WATER LINE PIPE	\$134.00	\$1,290,822.00
4	300	LF	6" C900 PVC DR18 WATER LINE PIPE	\$100.00	\$30,000.00	4	300	LF	6" C900 PVC DR18 WATER LINE PIPE	\$80.00	\$24,000.00	4	300	LF	6" C900 PVC DR18 WATER LINE PIPE	\$115.00	\$34,500.00
5	6,071	LBS	DUCTILE IRON FITTINGS (AWWA C153)	\$15.00	\$91,065.00	5	6,071	LBS	DUCTILE IRON FITTINGS (AWWA C153)	\$12.00	\$72,852.00	5	6,071	LBS	DUCTILE IRON FITTINGS (AWWA C153)	\$9.00	\$54,639.00
6	300	LBS	DUCTILE IRON FITTINGS (AWWA C153) ALLOWANCE	\$15.00	\$4,500.00	6	300	LBS	DUCTILE IRON FITTINGS (AWWA C153) ALLOWANCE	\$10.00	\$3,000.00	6	300	LBS	DUCTILE IRON FITTINGS (AWWA C153) ALLOWANCE	\$9.00	\$2,700.00
7	5	EA	6" RESTRAINING GLANDS	\$175.00	\$875.00	7	5	EA	6" RESTRAINING GLANDS	\$200.00	\$1,000.00	7	5	EA	6" RESTRAINING GLANDS	\$75.00	\$375.00
8	10	EA	8" RESTRAINING GLANDS ALLOWANCE	\$200.00	\$2,000.00	8	10	EA	8" RESTRAINING GLANDS ALLOWANCE	\$300.00	\$3,000.00	8	10	EA	8" RESTRAINING GLANDS ALLOWANCE	\$100.00	\$1,000.00
9	1	EA	6" GATE VALVE AWWA 509	\$3,500.00	\$3,500.00	9	1	EA	6" GATE VALVE AWWA 509	\$3,500.00	\$3,500.00	9	1	EA	6" GATE VALVE AWWA 509	\$3,500.00	\$3,500.00
10	61	EA	8" GATE VALVE AWWA 509	\$4,000.00	\$244,000.00	10	61	EA	8" GATE VALVE AWWA 509	\$4,500.00	\$274,500.00	10	61	EA	8" GATE VALVE AWWA 509	\$4,000.00	\$244,000.00
11	10	EA	8" GATE VALVE AWWA 509 ALLOWANCE	\$4,000.00	\$40,000.00	11	10	EA	8" GATE VALVE AWWA 509 ALLOWANCE	\$4,000.00	\$40,000.00	11	10	EA	8" GATE VALVE AWWA 509 ALLOWANCE	\$3,800.00	\$38,000.00
12	35	EA	FIRE HYDRANT ASSEMBLY	\$9,000.00	\$315,000.00	12	35	EA	FIRE HYDRANT ASSEMBLY	\$9,500.00	\$332,500.00	12	35	EA	FIRE HYDRANT ASSEMBLY	\$10,500.00	\$367,500.00
13	10	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT ALLOWANCE	\$9,000.00	\$90,000.00	13	10	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT ALLOWANCE	\$7,500.00	\$75,000.00	13	10	EA	FIRE HYDRANT ASSEMBLY REPLACEMENT ALLOWANCE	\$8,500.00	\$85,000.00
14	1	EA	2" AUTOMATIC FLUSHING DEVICE	\$5,000.00	\$5,000.00	14	1	EA	2" AUTOMATIC FLUSHING DEVICE	\$9,500.00	\$9,500.00	14	1	EA	2" AUTOMATIC FLUSHING DEVICE	\$10,000.00	\$10,000.00
15	222	EA	POTHOLE CITY AND PRIVATE SERVICE ALLOWANCE	\$500.00	\$111,000.00	15	222	EA	POTHOLE CITY AND PRIVATE SERVICE ALLOWANCE	\$450.00	\$99,900.00	15	222	EA	POTHOLE CITY AND PRIVATE SERVICE ALLOWANCE	\$600.00	\$133,200.00
16	118	EA	1" SERVICE INSTALLATION SHORT	\$1,500.00	\$177,000.00	16	118	EA	1" SERVICE INSTALLATION SHORT	\$1,800.00	\$212,400.00	16	118	EA	1" SERVICE INSTALLATION SHORT	\$1,300.00	\$153,400.00
17	104	EA	1" SERVICE INSTALLATION LONG	\$2,500.00	\$260,000.00	17	104	EA	1" SERVICE INSTALLATION LONG	\$2,600.00	\$270,400.00	17	104	EA	1" SERVICE INSTALLATION LONG	\$1,700.00	\$176,800.00
18	10	EA	1" SERVICE INSTALLATION SHORT ALLOWANCE	\$1,500.00	\$15,000.00	18	10	EA	1" SERVICE INSTALLATION SHORT ALLOWANCE	\$1,500.00	\$15,000.00	18	10	EA	1" SERVICE INSTALLATION SHORT ALLOWANCE	\$1,200.00	\$12,000.00
19	10	EA	1" SERVICE INSTALLATION LONG ALLOWANCE	\$2,500.00	\$25,000.00	19	10	EA	1" SERVICE INSTALLATION LONG ALLOWANCE	\$2,200.00	\$22,000.00	19	10	EA	1" SERVICE INSTALLATION LONG ALLOWANCE	\$1,700.00	\$17,000.00
20	100	LF	1" C901 HDPE ALLOWANCE	\$30.00	\$3,000.00	20	100	LF	1" C901 HDPE ALLOWANCE	\$30.00	\$3,000.00	20	100	LF	1" C901 HDPE ALLOWANCE	\$10.00	\$1,000.00
21	4956	SY	DRIVEWAY REPAIR (CONCRETE)	\$175.00	\$867,300.00	21	4956	SY	DRIVEWAY REPAIR (CONCRETE)	\$160.00	\$792,960.00	21	4956	SY	DRIVEWAY REPAIR (CONCRETE)	\$170.00	\$842,520.00
22	230	SY	DRIVEWAY REPAIR (CONCRETE) ALLOWANCE	\$175.00	\$40,250.00	22	230	SY	DRIVEWAY REPAIR (CONCRETE) ALLOWANCE	\$130.00	\$29,900.00	22	230	SY	DRIVEWAY REPAIR (CONCRETE) ALLOWANCE	\$165.00	\$37,950.00
23	9	SY	SIDEWALK INSTALLATION/ REPLACEMENT	\$150.00	\$1,350.00	23	9	SY	SIDEWALK INSTALLATION/ REPLACEMENT	\$125.00	\$1,125.00	23	9	SY	SIDEWALK INSTALLATION/ REPLACEMENT	\$165.00	\$1,485.00
24	203	SY	STREET REPAIR (CONCRETE)	\$200.00	\$40,600.00	24	203	SY	STREET REPAIR (CONCRETE)	\$200.00	\$40,600.00	24	203	SY	STREET REPAIR (CONCRETE)	\$280.00	\$56,840.00
25	150	SY	STREET REPAIR (CONCRETE) ALLOWANCE	\$200.00	\$30,000.00	25	150	SY	STREET REPAIR (CONCRETE) ALLOWANCE	\$150.00	\$22,500.00	25	150	SY	STREET REPAIR (CONCRETE) ALLOWANCE	\$250.00	\$37,500.00
26	431	SY	STREET REPAIR (ASPHALT)	\$150.00	\$64,650.00	26	431	SY	STREET REPAIR (ASPHALT)	\$150.00	\$64,650.00	26	431	SY	STREET REPAIR (ASPHALT)	\$250.00	\$107,750.00
27	170	SY	STREET REPAIR (ASPHALT) ALLOWANCE	\$150.00	\$25,500.00	27	170	SY	STREET REPAIR (ASPHALT) ALLOWANCE	\$125.00	\$21,250.00	27	170	SY	STREET REPAIR (ASPHALT) ALLOWANCE	\$230.00	\$39,100.00
28	300	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	\$80.00	\$24,000.00	28	300	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	\$70.00	\$21,000.00	28	300	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	\$100.00	\$30,000.00
29	150	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER ALLOWANCE	\$80.00	\$12,000.00	29	150	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER ALLOWANCE	\$50.00	\$7,500.00	29	150	LF	REMOVE AND REPLACE CONCRETE CURB AND GUTTER ALLOWANCE	\$75.00	\$11,250.00
30	50	LF	FENCE REPAIR ALLOWANCE	\$50.00	\$2,500.00	30	50	LF	FENCE REPAIR ALLOWANCE	\$50.00	\$2,500.00	30	50	LF	FENCE REPAIR ALLOWANCE	\$50.00	\$2,500.00
31	50	CY	AGGREGATE BACKFILL ALLOWANCE	\$60.00	\$3,000.00	31	50	CY	AGGREGATE BACKFILL ALLOWANCE	\$50.00	\$2,500.00	31	50	CY	AGGREGATE BACKFILL ALLOWANCE	\$75.00	\$3,750.00
32	1950	SY	GRASSING (SOLID SLAB SOD)	\$15.00	\$29,250.00	32	1950	SY	GRASSING (SOLID SLAB SOD)	\$15.00	\$29,250.00	32	1950	SY	GRASSING (SOLID SLAB SOD)	\$15.00	\$29,250.00
33	1	EA	WORK CHANGE DIRECTIVE ALLOWANCE	\$250,000.00	\$250,000.00	33	1	EA	WORK CHANGE DIRECTIVE ALLOWANCE	\$250,000.00	\$250,000.00	33	1	EA	WORK CHANGE DIRECTIVE ALLOWANCE	\$250,000.00	\$250,000.00
34	300	LF	OPEN CUT 8" SANITARY SEWER PVC (AS APPROVED BY CITY PRIOR TO INSTALLATION)	\$90.00	\$27,000.00	34	300	LF	OPEN CUT 8" SANITARY SEWER PVC (AS APPROVED BY CITY PRIOR TO INSTALLATION)	\$60.00	\$18,000.00	34	300	LF	OPEN CUT 8" SANITARY SEWER PVC (AS APPROVED BY CITY PRIOR TO INSTALLATION)	\$15.00	\$4,500.00
Bid total					\$ 4,280,230.00						\$ 4,151,247.00						\$ 4,409,831.00
Four million two hundred eighty thousand two hundred thirty dollars and 00/100						Four million one hundred fifty one thousand two hundred forty seven dollars and 00/100						Four million four hundred nine thousand eight hundred thirty one dollars and 00/100					
Amount of written bid is \$4,347,431.																	

CONTRACT

THIS CONTRACT made and entered into this 22nd day of July, 2025, by and between CITY OF LAWTON, Oklahoma, a Municipal Corporation, acting by and through the Mayor and City Council, party of the first part, hereinafter referred to as "CITY", and Scott Wampler Construction & Services, LLC, party of the second part, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has caused to be prepared in accordance with law, certain Contract Documents and Technical Specifications (including Plans) for the work hereinafter described, and has caused a Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for

Maps 46 Water Line Replacement Project

City of Lawton Project # PU2409

DWSRF Project # P40-1011303-07

and

WHEREAS, the Contractor in response to said Solicitation for Bids submitted to the CITY in the manner and at the time specified a sealed proposal in accordance with the terms and provisions of said Contract Documents and Technical Specifications, Plans and Addenda(s) associated with this project; and

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed all the proposals submitted and has determined and declared the above named Contractor to be the best responsive bidder on the above described project; and

WHEREAS, the City, has duly awarded this Contract to said Contractor at the contract unit prices bid and as specified in the Contractor's proposal, to wit:

Four million one hundred fifty-one thousand two hundred forty-seven Dollars 00/100 (\$4,151,247.00).

Said proposal of Scott Wampler Construction & Services, LLC, is incorporated by reference into this contract. The actual amount to be paid to the Contractor will be based on the unit price in the Contractor's proposal times the unit quantities actually used and accepted for this project.

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

1. The Contractor shall, in a good and first-class workmanlike manner, at his own cost and expense, furnish all labor and materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract, the Contract Documents and Technical Specifications and all applicable Addenda, all of which are on file in the office of the Project Manager, 2100 SW 6th Street, Lawton, OK, 73501, and hereby incorporated by reference and made a part of this Contract as if the same were each herein set out at length.

2. The Contractor acknowledges that Davis Bacon Act wages rules shall apply. All laborers and mechanics employed by contractors and sub-contractors on projects funded directly by or assisted in whole or in part by the through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code and the DW-185 Supplemental Conditions (Pink Sheets). The Department of Labor provides all pertinent information related to compliance with labor standards and including prevailing wage rates and for reporting. For more information please refer to <http://www.wdol.gov/> and “<http://www.SAM.gov>.”

3. The Contractor acknowledges to and for the benefit of the City of Lawton (“Owner”) and the Oklahoma Drinking Water State Revolving Fund (the “Funding Agency”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the Funding Agency that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the Funding Agency. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Agency to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or Funding Agency resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Agency or any damages owed to the Funding Agency by the Owner). While the Contractor has no direct contractual privity with the Funding Agency, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Agency is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Agency.

4. The CITY will make progress payments to the Contractor no more than once per month upon request of the Contractor.

Such payment will be made on the basis of an agreed estimate of work performed since the previous pay request, provided that the Contractor and the Project Manager shall have previously come to an agreement as to the amount of the request prior to submission.

The City shall retain five percent (5%) of the amount of each estimate until the project is complete. This retainage shall not be released until final acceptance of project by the City Council.

Each monthly estimate for payment must contain or have attached an affidavit for payment, as set forth in the Contract Documents and Technical Specifications.

On completion of the work, but prior to the acceptance by the CITY, it shall be the duty of the City Engineer/Project Manager, or his authorized designee, to determine that said work has been completed and fully performed in accordance with said Contract Documents and Technical Specifications and all applicable Addenda; and upon making such determination said official shall make his final certificate to the CITY.

The Contractor hereby agrees to commence work under the Contract on a date specified in a written "Notice to Proceed" of the Owner, and to complete the following project milestones within the calendar days indicated in the following table.

Project Milestones

Milestone #	Description	Calendar Days
1	All Work will be substantially complete within 150 calendar days after the date when the Contract Times commence to run in accordance with the General and Supplementary Conditions.	One-hundred and fifty (150)
2	All Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 180 calendar days after the Contract Times commence to run.	One-hundred and eighty (180)

The Contractor agrees to complete each milestone to a level of substantial completion, as defined by the General Conditions, within **the calendar days indicated in the above table.** The CONTRACTOR further agrees to pay as liquidated damages, for each milestone, the sum of **One Thousand Dollars and 00/100 (\$1,000.00) for each consecutive calendar day** thereafter as hereinafter provided in the General Conditions. Additionally, the CONTRACTOR agrees to fully complete the project, securing the ENGINEER's recommendation of final payment as described by the General Conditions, within **one-hundred and eighty (180) consecutive calendar days.** The CONTRACTOR further agrees to pay as additional liquidated damages the sum of **Five Hundred Dollars and 00/100 (\$500.00) for each consecutive calendar day** thereafter. The liquidated damages for exceeding each project milestone and final completion milestone shall be additive.

The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit constituting the Contractor's Release to City as set forth in the Contract Documents and Technical Specifications; thereupon, the final estimate (including any retained amounts) will be approved and paid.

5. Discrimination. The Contractor agrees in connection with the performance of work under this contract as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, disability, age or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, (including apprenticeship.) The Contractor agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Contract.
- b. The Contractor and Subcontractor shall agree to post in a conspicuous place available to employees and applicants for employment, notice to be provided by the City Clerk of the City of Lawton setting forth the provisions of this section.
- c. In the event of the Contractor's non-compliance with the above non-discrimination clause, this Contract may be terminated by the CITY. The Contractor may also be declared by the CITY to be ineligible for future contracts with the CITY until satisfactory proof of intent to comply shall be made by the Contractor.

6. Use of Subcontractors. The Contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. At the request of the CITY, the Contractor shall furnish evidence of compliance with this requirement of minority solicitation. The Contractor further agrees to consider the grant of subcontracts to minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses.

7. Entire Contract. This Contract and all the documents incorporated by reference contain the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not set forth in writing hereto or attached. This Contract includes the following items: this Contract, the Contract Documents and Technical Specifications, all applicable Addenda and the Contractor's Proposal.

8. Modification and Termination. This Contract cannot be modified or terminated except in writing signed by both parties or as otherwise provided herein.

9. Assignment. This Contract shall not be assigned without the written consent of the CITY.

10. Bankruptcy. If the Contractor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the Contractor, or if a receiver is appointed for the Contractor, the CITY shall have the right to terminate this Contract upon written notice to the Contractor without prejudice to any claim for damages or any other right of the CITY under this Contract to the time of such termination.

11. Variables in Cost. The parties hereto assume and understand that the variables in Contractor's cost of performance may fluctuate; consequently, the parties hereto agree that any

fluctuations in Contractor's costs will in no way alter the Contractor's obligations under this Contract nor excuse performance or delay on his part.

12. Choice of Laws and Venue. This Contract shall be governed by the laws of the State of Oklahoma. Any lawsuit brought concerning this Contract shall be filed with the appropriate state court, Comanche County, Oklahoma or with the United States District Court for Western District of Oklahoma, as applicable.

13. This Contract requires proper signature and acceptance by the Contractor and approval by the Lawton City Council before it becomes effective.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in three (3) originals, the day and year first above written.

(FOR CORPORATIONS ONLY)

Name of Corporation

By _____

Title _____

ATTEST:

Title _____
(AFFIX SEAL)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Name of Partnership or Proprietorship

By _____

Title _____

COUNTY OF COMANCHE }
STATE OF OKLAHOMA }

Before me the undersigned, a Notary Public in and for said state, on this ____ day of _____, 2025, personally appeared _____, a member of the partnership/proprietorship _____ to me known to be the identical person who executed the within and foregoing instrument on behalf of said partnership/proprietorship and acknowledged to me that _____ (he/she) executed the same as _____ (his/her) free and voluntary act and deed, and for the free and voluntary act and deed of said partnership/proprietorship, for the uses and purposes therein set forth.

Notary Public

My Commission Expires _____

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

Stan Booker, MAYOR

ATTEST:

Donalynn Blazek-Scherler, CITY CLERK

APPROVED as to form and legality this ____ day of _____, 2025.

Tim Wilson, ACTING CITY ATTORNEY

I, Rebecca Johnson, Finance Director of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount for this encumbrance against appropriate Account No. _____ for **Four million one hundred fifty-one thousand two hundred forty-seven dollars 00/100 (\$4,151,247.00)**, and after charging account title **Maps 46 Water Line Replacement Project - COL Project # PU2409** with this encumbrance there is an unencumbered balance in said account of \$ _____.

Dated this ____ day of _____, 2025.

Rebecca Johnson, FINANCE DIRECTOR

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

_____ as Principal, and
(full name and address)

_____ as Surety, a
(full name and address)

corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto the CITY OF LAWTON, as OWNER, in the penal sum

of _____ DOLLARS (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, trustees, successors, and assigns, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with the CITY OF LAWTON, OKLAHOMA, dated on the _____ day of _____, 2025, for

Maps 46 Water Line Replacement Project
CITY OF LAWTON Project # PU2409
DWSRF Project # P40-1011303-07

all in compliance with the specifications therefore, made a part of said Contract and on file in the Office of the City Clerk, City of Lawton, City Hall, 212 SW 9th St, Lawton, Oklahoma 73501.

NOW, THEREFORE, if said Principal shall

- (1) in all particulars, well, truly and faithfully perform and abide by said Contract, each and every covenant, and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said Contract and said specifications; and
- (2) if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise.

then this obligation shall be null and void. **Otherwise** said obligation shall be and remain in full force and effect.

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

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

Dated this _____ day of _____, 2025.

Principal:

Surety:

(Name of Contractor)

By: _____
(Name & Title)

Attorney-in-Fact

By: _____
(Affix Seal)

(FOR CORPORATIONS ONLY)

ATTEST:

(Name & Title)

(Affix Seal)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this _____ day of _____, 2025

Notary: _____

My commission expires: _____

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS that

_____ as Principal, and
(full name and address)

_____ as Surety, a
(full name and address)

corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto the CITY OF LAWTON, as OWNER, in the penal sum of

_____ DOLLARS
(\$_____) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written Contract with the CITY OF LAWTON, OKLAHOMA, dated on the ____ day of _____, 2025, for

Maps 46 Water Line Replacement Project
City of Lawton Project # PU2409
DWSRF Project # P40-1011303-07

all in compliance with the specifications therefore, made a part of said Contract and on file in the Office of the City Clerk, City Hall, 212 SW 9th St, Lawton, Oklahoma 73501.

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or Subcontractors of said Principal who perform work in the performance of such contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said Contract within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid. It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

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

Dated this _____ day of _____, 2025.

Principal:

Surety:

(Name of Contractor)

By:

(Name & Title)

By:

Attorney-in-Fact

(Affix Seal)

(FOR CORPORATIONS ONLY)

ATTEST:

(Name & Title)

(Affix Seal)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this _____ day of _____, 2025

Notary: _____ My commission expires: _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

_____ as Principal, and
(full name and address)

_____ as Surety, a
(full name and address)

corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto the CITY OF LAWTON, as OWNER, in the penal sum of

_____ DOLLARS
(\$_____) in lawful money of the United States of America, said sum being equal to One Hundred Percent (100%) of the Contract price, for two (2) years after completion and acceptance of the project, payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with the CITY OF LAWTON, OKLAHOMA, dated on the ____ day of _____, 2025, for

Maps 46 Water Line Replacement Project
City of Lawton Project # PU2409
DWSRF Project # P40-1011303-07

all in compliance with the specifications therefore, made a part of this contract and file in the Office of the City Clerk of the City of Lawton, City Hall, 212 SW 9th St, Lawton, Oklahoma, 73501.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the CITY OF LAWTON, OKLAHOMA all damage, loss and expense which may result by reason of defective materials and/or workmanship in connection with said work for a period of TWO (2) years, from and after acceptance of said project by the CITY OF LAWTON and if Principal shall pay or cause to be paid all labor and materials, including the Prime Contractor and all Subcontractors; and if Principal shall save and hold the CITY OF LAWTON harmless from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

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

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the surety has

caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Dated this _____ day of _____, 2025.

Principal: _____ Surety: _____

(Name of Contractor)

By: _____
(Name & Title)

Attorney-in-Fact

By: _____
(Affix Seal)

(FOR CORPORATIONS ONLY)

ATTEST:

(Name & Title)

(Affix Seal)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this _____ day of _____, 2025

Notary: _____ My commission expires: _____

[illegible][illegible]

Item Title:

Consider awarding contract CL25-027 Redi-Mix Concrete to Southwest Ready Mix (Primary) for Bid #2, Lawton Transit Mix (Secondary) for Bid #1, and Dolese Bros. Co. (Tertiary) for Bid #3.

Initiator: Michael Watrous, Director

Information Source: Cliff Martin

Background:

The City of Lawton solicited bids for CL25-027 Redi-Mix Concrete. The bid opening was held on June 25, 2025 and resulted in three (3) responsive bidders: Southwest Ready Mix, Lawton Transit Mix, and Dolese Bros. Co. After reviewing the bids, it is the division's recommendation that the contract be awarded to Southwest Ready Mix for Bid #2, Lawton Transit Mix for Bid #1, and Dolese Bros. Co. for Bid #3.

Correlation to the True North Statement:

The redi-mix concrete contract isn't a standalone procurement—it's a foundational piece in delivering on Lawton's *True North* promise: efficient, high-quality, transparent public services that serve citizens effectively.

Exhibit:

Department Recommendation, Abstract, Vendors Bid paperwork

Key Issues:

Does the City Council wish to award contract CL25-027 Redi-Mix Concrete to Southwest Ready Mix for Bid #2, Lawton Transit Mix for Bid #1, and Dolese Bros. Co. for Bid #3?

Funding Source:

Account 1005502-51020

Recommended Action:

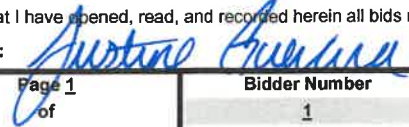
Award contract CL25-027 Redi-Mix Concrete to Southwest Ready Mix for Bid #2, Lawton Transit Mix for Bid #1, and Dolese Bros. Co. for Bid #3.

ATTACHMENTS:

1. CL25-027 Redi-Mix Concrete Bid Results
2. Dept Recommendation Memo
3. CITY APPROVAL-CL contracts

I CERTIFY that I have opened, read, and recorded herein all bids received and listed below:

ABSTRACT OF BIDS

Signature: 

CL/RFP Number CL25-027		Page 1 of 1		Bidder Number 1		Bidder Number 2		Bidder Number 3	
CL/RFP Title Redi-Mix Concrete		Date Opened: June 25, 2025		Lawton Transit Mix Christopher White P.O. Box 330 Ponca City, OK 74602 580-353-6900 cwhite@evans-assoc.com		Southwest Ready Mix Tristan Marco P.O. Box 1557 Lawton, OK 73502 580-248-4709		Dolese Bros. Co. Tara Winters 8300 N. Oklahoma Ave Oklahoma City, OK 73114 405-297-8314 taraw@dolese.com	
Fincancial Services: Buyer Colbie Garrett		Number of ADDENDA Issued NONE		Addenda Acknowledged N/A		Addenda Acknowledged N/A		Addenda Acknowledged N/A	
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS.....\$25,000: CONTRACTOR'S CERTIFICATE OF COMPLIANCE				As required Yes Yes Yes		As required Yes Yes Yes		As required No No Yes	
Item No.	Description of Bid Item	Est. Qty	Unit	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks
1	Class C 2400 psi	300	cu. Yd.	\$136.75		\$130.91		\$161.00	
2	Class A 3000 psi	1000	cu. Yd.	\$145.75		\$144.91		\$166.00	
3	3500 psi	3000	cu. Yd.	\$150.25		\$150.61		\$166.00	
4	Class AA 4000 psi	150	cu. Yd.	\$150.50		\$148.31		\$173.00	
5	High Early Class AA 4000 psi	100	cu. Yd.	\$166.00		\$166.23		\$196.00	
6	Flowable Fill (CLSM)	100	cu. Yd.	\$129.75		\$115.00		\$150.00	

City of Lawton

INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: Colbie.Garrett@lawtonok.gov ACCEPTING ELECTRONIC BIDS ON: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Bid Typed: June 3, 2025	Dates Bid Advertised: June 8, 2025	No Bids Received After: June 25, 2025 2 : 00pm	
Contract Number and Title: CL25-027 Redi-Mix Concrete		Requirements-type Contract: Contract Period: August 1, 2025 - July 31, 2026	
Bid Openings are held at Lawton City Hall 3rd Floor Finance Conference Room 212 SW 9th St. Lawton, OK 73501 @ 2:00pm			
Vendor Name and Point of Contact: Lawton Transit Mix Inc.		Reason for No Bid:	
Mailing Address: P.O. Box 30		Terms:	
City: Ponca City, OK	State: OK	Zip: 74602	Delivery:
Area Code and Phone Number: 580-353-6900		Email Address: cwhite@evans-assoc.com	
Federal Employer Identification Number or Social Security Number 730570369			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

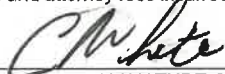
AFFIDAVIT: STATE OF Oklahoma COUNTY OF Comanche

Christopher White

of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for 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 to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: Lawton Transit Mix Inc.
Address: 2208 SW F Ave
Lawton, OK 73501
(City, State, Zip)
Phone: 580-353-6900


SIGNATURE OF AUTHORIZED AGENT
Christopher White/Area Manager
PRINT/TYPER NAME/TITLE
Subscribed & sworn before me this 25th day of June, 2025

Notary Public
My Commission expires: 04-04-2029

INVITATION TO BID AND CONTRACT
PAGE 1 OF 11

FORM REVISED 6/5/24



AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Oklahoma
COUNTY OF Comanche SS

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



Lawton Transit Mix Inc.

Business Name / Contractor Name

Christopher White

Signed

Print : Christopher White

Attested to before me this 25th day of June 2025.

William Ryan Reagan
Notary Public

My Commission Expires 04-04 2029.

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

CL25-027 Redi-Mix Concrete
Contract Number

6-25-2025
Date

Lawton Transit Mix Inc.
Name of Contractor (Print)


Signature, Member of Firm or Officer of Corporation

Area Manager
Title

CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: M-21

SPECIFICATION TITLE: Redi-Mix Concrete

APPROVAL DATE: 08-01-02 (revised 10/10/11)

DELIVERY: Various locations throughout the City

- a. Item(s) shall be delivered, FOB, to the location specified.

WARRANTY:

- a. If item(s) bid are warrantable, the warranty will be considered during bid evaluation.
- b. Bidder is to clearly state the terms of the standard warranty and also the cost and terms of any additional available warranties.

CONTRACT AWARD: This contract shall be awarded to a primary and secondary vendor. The bidder providing the best bid will be awarded the contract as the primary vendor and the bidder submitting the second best bid will be awarded as the secondary vendor. If the primary vendor is unable to provide the concrete within one (1) hour after receipt of order, the secondary vendor will be used. In the event neither the primary nor the secondary vendor can provide the concrete within one (1) after receipt of order, the City of Lawton reserves the right to obtain the concrete from another vendor.

DISCLAIMER: The City of Lawton reserves the right to accept or reject any or all bids.

DESCRIPTION:

- a. If bidder is bidding an item other than that which is shown, the bidder must include, with their bid, a complete, written specification of the item they are bidding, verifying the item they are bidding is equal to or better than the item shown in the bid packet.
- b. The following specifications are the minimum acceptable standards for the item(s) shown above.
- c. Any deviation from these specifications must be clearly annotated by the Bidder by checking either Y or N and on a separate page list the specification reference and detailing the deviation.
- d. Failure to annotate deviations may cause bid to be deemed as non-responsive.
- e. Vendor shall deliver any quantity ordered, with minimum order of one (1) cubic yard.
- f. The awarded vendors must provide batch design for each category awarded to the City Engineer for approval.

**SPECIFICATION FOR
REDI-MIX CONCRETE
(continued)**

Concrete or flowable fill provided under this contract shall meet or exceed the following specifications;

1. Class C Portland Cement Concrete, 2400 PSI (min) as specified in Section 700 of the Standard Specifications of the Oklahoma Department of Transportation, 1999 Edition or the latest version thereof: Concrete shall meet all requirements and specifications set forth in sub-sections 701, 702 and all referenced specifications.

2. Class A Portland Cement Concrete, 3000 PSI (min) as specified in Section 700 of the Standard Specifications of the Oklahoma Department of Transportation, 1999 Edition or the latest version thereof: Concrete shall meet all requirements and specifications set forth in sub-sections 701, 702 and all referenced specifications.

3. Portland Cement Concrete, 3500 PSI (min) meeting the following:

- 1) Minimum cement content 588 lbs/cy.
- 2) Air content 6 +/- 1.5%.
- 3) Maximum water/cement ratio 0.48.
- 4) Slump 2 +/- 1 inch.
- 5) Minimum 3,500 PSI 28 day compressive strength
- 6) Coarse aggregate shall meet size No. 57 specifications.

The concrete shall meet all other requirements of sub-sections 701, 702 and all referenced specifications of the Standard Specifications of the Oklahoma Department of Transportation, 1999 Edition or the latest version thereof.

4. Class AA Portland Cement Concrete, 4000 PSI (min) as specified in Section 700 of the Standard Specifications of the Oklahoma Department of Transportation, 1999 Edition or the latest version thereof. Concrete shall meet all requirements and specifications set forth in sub-sections 701, 702 and all referenced specifications.

5) High Early Concrete 4000 PSI (min) as described in Section 700 of the Standard Specifications of the Oklahoma Department of Transportation, 1999 Edition or the latest version thereof. Concrete shall meet all requirements and specifications set forth in sub-sections 701, 702 and all referenced specifications. NOTE: Class "AA" Concrete may be substituted for High Early Concrete by adding 25% more Portland cement. If you select this option, flyash and slag will not be allowed in the concrete mix (Section 701.01).

6) Flowable Fill – Controlled low-strength material (CLSM) as specified in Section 501.02 (a) (b) of the Standard Specifications of the Oklahoma Department of Transportation, 1999 Edition or the latest version thereof. Flowable Fill-Controlled Low Strength Material (CLSM) shall meet all requirements and specifications set forth in Sections 501.02 (a) (b) 1, 2, 3. Material will be used for backfill.

Bid Number: CL25-027

Bid Title: Redi-Mix Concrete

Vendor

Name: Lawton Transit Mix Inc.

(please complete above information)

Price Bid

(must be completed and returned with the bid)

Item	Description	Est Qty	Unit	Unit Price
1	Class C 2400 psi	300	cu. yd.	\$136.75
2	Class A 3000 psi	1000	cu. yd.	\$145.75
3	3500 psi	3000	cu. yd.	\$150.25
4	Class AA 4000 psi	150	cu. yd.	\$150.50
5	High Early Class AA 4000 psi	100	cu. yd.	\$166.00
6	Flowable fill (CLSM)	100	cu. yd.	\$129.75

Any questions pertaining to the specification, please place on Bidnet Direct.

Notes:

1. As per accompanying specifications.
EXCEPTION: This contract may award up to four (4) vendors.
2. This is a requirements contract.
3. There are no insurance requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.
5. WARRANTY:
 - a) The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract.
 - b) The vendor must also provide details, including prices, on any available extended or optional warranties.
 - c) The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.

City of Lawton

INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: Colbie.Garrett@lawtonok.gov ACCEPTING ELECTRONIC BIDS ON: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Bid Typed: June 3, 2025	Dates Bid Advertised: June 8, 2025	No Bids Received After: June 25, 2025 2:00pm	
Contract Number and Title: CL25-027 Redi-Mix Concrete		Requirements-type Contract: Contract Period: August 1, 2025 - July 31, 2026	
Bid Openings are held at Lawton City Hall 3rd Floor Finance Conference Room 212 SW 9th St. Lawton, OK 73501 @ 2:00pm			
Vendor Name and Point of Contact: Southwest Ready Mix Tristan Marco		Reason for No Bid:	
Mailing Address: P.O. Box 1557		Terms: Due on the 10th	
City: Lawton	State: OK	Zip: 73502	Delivery:
Area Code and Phone Number: 580-248-4709		Email Address: Tristan Marco	
Federal Employer Identification Number or Social Security Number 73-1262109			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF Oklahoma COUNTY OF Comanche

Tristan Marco

of lawful age, being first duly sworn, on oath says that:

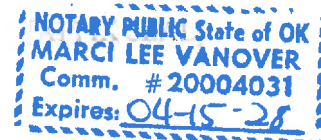
1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for 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 to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: Southwest Ready Mix
 Address: 800 SE 1st St
Lawton, OK 73501
 (City, State, Zip)
 Phone: 580-248-4709


 SIGNATURE OF AUTHORIZED AGENT
Tristan Marco Operations Manager
 PRINT/TYPE NAME/TITLE
 Subscribed & sworn before me this 12th day of June, 2025
Marci Lee Vanover
 Notary Public
 My Commission expires: 04-15-28

INVITATION TO BID AND CONTRACT
PAGE 1 OF 11

FORM REVISED 6/5/24



AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Oklahoma
COUNTY OF Comanche SS

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



Southwest Ready Mix
Business Name / Contractor Name

[Signature]
Signed
Print : Tristan Marco

Attested to before me this 12th day of June 2025

Marci Lee Vanover
Notary Public

My Commission Expires 04-15 2025

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON

212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

CL25-027
Contract Number

Tristan Marco
Name of Contractor (Print)

06/09/25
Date

[Signature]
Signature, Member of Firm or Officer of Corporation

Operations Manager
Title

**SPECIFICATION FOR
REDI-MIX CONCRETE
(continued)**

Concrete or flowable fill provided under this contract shall meet or exceed the following specifications;

1. Class C Portland Cement Concrete, 2400 PSI (min) as specified in Section 700 of the Standard Specifications of the Oklahoma Department of Transportation, 1999 Edition or the latest version thereof: Concrete shall meet all requirements and specifications set forth in sub-sections 701, 702 and all referenced specifications.

2. Class A Portland Cement Concrete, 3000 PSI (min) as specified in Section 700 of the Standard Specifications of the Oklahoma Department of Transportation, 1999 Edition or the latest version thereof: Concrete shall meet all requirements and specifications set forth in sub-sections 701, 702 and all referenced specifications.

3. Portland Cement Concrete, 3500 PSI (min) meeting the following:

- 1) Minimum cement content 588 lbs/cy.
- 2) Air content 6 +/- 1.5%.
- 3) Maximum water/cement ratio 0.48.
- 4) Slump 2 +/- 1 inch.
- 5) Minimum 3,500 PSI 28 day compressive strength
- 6) Coarse aggregate shall meet size No. 57 specifications.

The concrete shall meet all other requirements of sub-sections 701, 702 and all referenced specifications of the Standard Specifications of the Oklahoma Department of Transportation, 1999 Edition or the latest version thereof.

4. Class AA Portland Cement Concrete, 4000 PSI (min) as specified in Section 700 of the Standard Specifications of the Oklahoma Department of Transportation, 1999 Edition or the latest version thereof. Concrete shall meet all requirements and specifications set forth in sub-sections 701, 702 and all referenced specifications.

5) High Early Concrete 4000 PSI (min) as described in Section 700 of the Standard Specifications of the Oklahoma Department of Transportation, 1999 Edition or the latest version thereof. Concrete shall meet all requirements and specifications set forth in sub-sections 701, 702 and all referenced specifications. NOTE: Class "AA" Concrete may be substituted for High Early Concrete by adding 25% more Portland cement. If you select this option, flyash and slag will not be allowed in the concrete mix (Section 701.01).

6) Flowable Fill – Controlled low-strength material (CLSM) as specified in Section 501.02 (a) (b) of the Standard Specifications of the Oklahoma Department of Transportation, 1999 Edition or the latest version thereof. Flowable Fill-Controlled Low Strength Material (CLSM) shall meet all requirements and specifications set forth in Sections 501.02 (a) (b) 1, 2, 3. Material will be used for backfill.

Bid Number: CL25-027

Bid Title: Redi-Mix Concrete

Vendor

Name: Southwest Ready Mix
(please complete above information)

Price Bid

(must be completed and returned with the bid)

Item	Description	Est Qty	Unit	Unit Price
1	Class C 2400 psi	300	cu. yd.	\$130.91
2	Class A 3000 psi	1000	cu. yd.	\$144.91
3	3500 psi	3000	cu. yd.	\$150.61
4	Class AA 4000 psi	150	cu. yd.	\$148.31
5	High Early Class AA 4000 psi	100	cu. yd.	\$166.23
6	Flowable fill (CLSM)	100	cu. yd.	\$115.00

Any questions pertaining to the specification, please place on Bidnet Direct.

Notes:

1. As per accompanying specifications.
EXCEPTION: This contract may award up to four (4) vendors.
2. This is a requirements contract.
3. There are no insurance requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.
5. WARRANTY:
 - a) The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract.
 - b) The vendor must also provide details, including prices, on any available extended or optional warranties.
 - c) The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.

City of Lawton

INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: Colbie.Garrett@lawtonok.gov ACCEPTING ELECTRONIC BIDS ON: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Bid Typed: June 3, 2025	Dates Bid Advertised: June 8, 2025	No Bids Received After: June 25, 2025 2 : 00pm	
Contract Number and Title: CL25-027 Redi-Mix Concrete		Requirements-type Contract:	Contract Period: August 1, 2025 - July 31, 2026
Bid Openings are held at Lawton City Hall 3rd Floor Finance Conference Room 212 SW 9th St. Lawton, OK 73501 @ 2:00pm			
Vendor Name and Point of Contact: Dolese Bros. Co. TARA WINTER		Reason for No Bid:	
Mailing Address: 8300 N. Oklahoma Ave OKC OK 73114		Terms:	
City: OKC	State: OK	Delivery:	
Area Code and Phone Number: 405-297-8314		Email Address: TARA.W@dolese.com	
Federal Employer Identification Number or Social Security Number			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

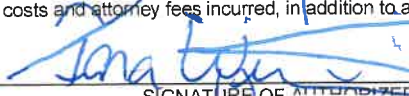
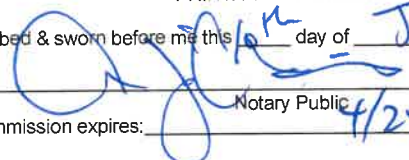
AFFIDAVIT:

STATE OF Oklahoma COUNTY OF Oklahoma

_____ of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for 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 to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: Dolese Bros. Co.
Address: 8300 N. Oklahoma Ave
OKC, OK 73114
(City, State, Zip)
Phone: 405-297-8314


SIGNATURE OF AUTHORIZED AGENT
TARA WINTER SALES SUPERVISOR
PRINT/TYPE NAME/TITLE
Subscribed & sworn before me this June day of 25, 20

Notary Public
My Commission expires: 4/24/2029

INVITATION TO BID AND CONTRACT
PAGE 1 OF 11

[AFFIX SEAL]

FORM REVISED 6/5/24

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Oklahoma

SS

COUNTY OF Oklahoma

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

Dolese Bros Co.
Business Name / Contractor Name

[APPROX SEAL]

[Signature]
Signed
Print: IAEA Winter

Attested to before me this 10th day of June 2025.

[Signature]
Notary Public

My Commission Expires 4/24 2029.

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

CL25-027
Contract Number

6/9/2025
Date

Dolese Bros Co.
Name of Contractor (Print)


Signature, Member of Firm or Officer of Corporation

CFO
Title

CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: M-21

SPECIFICATION TITLE: Redi-Mix Concrete

APPROVAL DATE: 08-01-02 (revised 10/10/11)

DELIVERY: Various locations throughout the City

- a. Item(s) shall be delivered, FOB, to the location specified.

WARRANTY:

- a. If item(s) bid are warrantable, the warranty will be considered during bid evaluation.
- b. Bidder is to clearly state the terms of the standard warranty and also the cost and terms of any additional available warranties.

CONTRACT AWARD: This contract shall be awarded to a primary and secondary vendor. The bidder providing the best bid will be awarded the contract as the primary vendor and the bidder submitting the second best bid will be awarded as the secondary vendor. If the primary vendor is unable to provide the concrete within one (1) hour after receipt of order, the secondary vendor will be used. In the event neither the primary nor the secondary vendor can provide the concrete within one (1) after receipt of order, the City of Lawton reserves the right to obtain the concrete from another vendor.

DISCLAIMER: The City of Lawton reserves the right to accept or reject any or all bids.

DESCRIPTION:

- a. If bidder is bidding an item other than that which is shown, the bidder must include, with their bid, a complete, written specification of the item they are bidding, verifying the item they are bidding is equal to or better than the item shown in the bid packet.
- b. The following specifications are the minimum acceptable standards for the item(s) shown above.
- c. Any deviation from these specifications must be clearly annotated by the Bidder by checking either Y or N and on a separate page list the specification reference and detailing the deviation.
- d. Failure to annotate deviations may cause bid to be deemed as non-responsive.
- e. Vendor shall deliver any quantity ordered, with minimum order of one (1) cubic yard.
- f. The awarded vendors must provide batch design for each category awarded to the City Engineer for approval.

**SPECIFICATION FOR
REDI-MIX CONCRETE
(continued)**

Concrete or flowable fill provided under this contract shall meet or exceed the following specifications;

1. Class C Portland Cement Concrete, 2400 PSI (min) as specified in Section 700 of the Standard Specifications of the Oklahoma Department of Transportation, 1999 Edition or the latest version thereof: Concrete shall meet all requirements and specifications set forth in sub-sections 701, 702 and all referenced specifications.

2. Class A Portland Cement Concrete, 3000 PSI (min) as specified in Section 700 of the Standard Specifications of the Oklahoma Department of Transportation, 1999 Edition or the latest version thereof: Concrete shall meet all requirements and specifications set forth in sub-sections 701, 702 and all referenced specifications.

3. Portland Cement Concrete, 3500 PSI (min) meeting the following:

- 1) Minimum cement content 588 lbs/cy.
- 2) Air content 6 +/- 1.5%.
- 3) Maximum water/cement ratio 0.48.
- 4) Slump 2 +/- 1 inch.
- 5) Minimum 3,500 PSI 28 day compressive strength
- 6) Coarse aggregate shall meet size No. 57 specifications.

The concrete shall meet all other requirements of sub-sections 701, 702 and all referenced specifications of the Standard Specifications of the Oklahoma Department of Transportation, 1999 Edition or the latest version thereof.

4. Class AA Portland Cement Concrete, 4000 PSI (min) as specified in Section 700 of the Standard Specifications of the Oklahoma Department of Transportation, 1999 Edition or the latest version thereof. Concrete shall meet all requirements and specifications set forth in sub-sections 701, 702 and all referenced specifications.

5) High Early Concrete 4000 PSI (min) as described in Section 700 of the Standard Specifications of the Oklahoma Department of Transportation, 1999 Edition or the latest version thereof. Concrete shall meet all requirements and specifications set forth in sub-sections 701, 702 and all referenced specifications. NOTE: Class "AA" Concrete may be substituted for High Early Concrete by adding 25% more Portland cement. If you select this option, flyash and slag will not be allowed in the concrete mix (Section 701.01).

6) Flowable Fill – Controlled low-strength material (CLSM) as specified in Section 501.02 (a) (b) of the Standard Specifications of the Oklahoma Department of Transportation, 1999 Edition or the latest version thereof. Flowable Fill-Controlled Low Strength Material (CLSM) shall meet all requirements and specifications set forth in Sections 501.02 (a) (b) 1, 2, 3. Material will be used for backfill.

Bid Number: CL25-027

Bid Title: Redi-Mix Concrete

Vendor Name: Dolese Brothers Company

(please complete above information)

Price Bid

(must be completed and returned with the bid)

Item	Description	Est Qty	Unit	Unit Price
1	Class C 2400 psi	300	cu. yd.	\$161.00
2	Class A 3000 psi	1000	cu. yd.	\$166.00
3	3500 psi	3000	cu. yd.	\$166.00
4	Class AA 4000 psi	150	cu. yd.	\$173.00
5	High Early Class AA 4000 psi	100	cu. yd.	\$196.00
6	Flowable fill (CLSM)	100	cu. yd.	\$150.00

Any questions pertaining to the specification, please place on Bidnet Direct. *Please see Dolese quote 25-01915 for additional fees and charges*

Notes:

1. As per accompanying specifications.
EXCEPTION: This contract may award up to four (4) vendors.
2. This is a requirements contract.
3. There are no insurance requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.
5. WARRANTY:
 - a) The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract.
 - b) The vendor must also provide details, including prices, on any available extended or optional warranties.
 - c) The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.



**Project Quotation
Concrete Division**

Concrete Sales

Phone: (405) 297-8315
Email: projects@dollese.com

Project: City Of Lawton 1 year Bid (August 1, 2025 - July 31, Address: Multiple location
2026) CL25-027 Redi-Mix Concrete

City: Lawton **State:** OK

Directions:

County:

Project Volume: 4,650 Cubic Yards

Quote Number: 25-01915

Date: 6/25/2025

Dolse Bros. Co. ("Seller") is pleased to offer to sell and deliver to you, the below listed products for the project referred to above, at the following base prices, subject to the terms and conditions stated below and on the attachments hereof, and subject to verification that job specifications are not inconsistent with our regular approved products for classes indicated:

Product	MS	Aggregate	Admixture	Unit Price	Unit	Notes
CLSM CLASS 1	9	C-33	FA/AEA	\$150.00	CY	CLSM (FLOWABLE FILL), PER PAY SHEET
ODOT CLASS C	4	#57	AEA/WRA	\$161.00	CY	CLASS C, PER PAY SHEET
ODOT CLASS A	3	#57	AEA/WRA	\$166.00	CY	CLASS A, PER PAY SHEET
CLASS A MUNICIPAL	3	#57	AEA/MR/WRA	\$166.00	CY	CLASS A MUNICIPAL, PER PAY SHEET
ODOT CLASS AA #67	3	#67	AEA/WRA/FA	\$173.00	CY	CLASS AA, PER PAY SHEET
4000 PSI, 3 DAY HES	3	#67	AEA/WRA	\$196.00	CY	CLASS AA HES, PER PAY SHEET
FUEL SURCHARGE				\$0.00	EACH	"Fuel Surcharge as of the date shown above, see additional notes regarding fuel surcharge below".

MS = Maximum Slump

Clarifications & Exceptions

- * The cost of test batches, testing for chloride-ion content, alkali-aggregate reactivity or any other testing will be the responsibility of the contractor and is not included in our quote. If Dolese is requested to facilitate any testing the contractor will be billed for the cost plus 20%.
- * Above quoted mixes utilize Type II Cement.
- * The cost of test batches, testing for chloride-ion content, shrinkage testing, alkali-aggregate reactivity or any other testing will be the responsibility of the contractor and is not included in our quote. If Dolese is requested to facilitate any testing the contractor will be billed for the cost plus 20%.
- * Please note that due to material supplier issues, all ASTM materials submitted may be subject to change of source at any time.
- * If ASR requirements must be met, mitigation factors such as alternate aggregate sources, changes in mix design including addition of Class F fly-ash, and/or the possible use of Lithium Nitrate may be required. If Chloride-ion testing results indicate necessary mitigation to meet Chloride-ion specs, this may require the use of a corrosion inhibiting admixture. Shrinkage testing may indicate the need for shrinkage reducing admixture. Any of these factors will require an updated quote of alternate mixes or pricing for additional admixtures.
- * If temperature specifications must be met, it is the responsibility of the contractor to request coolant/retarder/hot water and specify the temperature that must be met when placing orders for concrete.
- * All admixtures, including water reducers, mid-range water reducers, and high-range water reducers are added at the plant during the batching process.
- * If a mix submittal is required, please request through the Dolese Bros Co. Sales Department at projects@ddolese.com.
- * F/A MIXES are subject to the market availability of FLY ASH. If Dolese is unable to obtain FLY ASH due to shortages of supply, and STRAIGHT CEMENT MIXES must be used, this will be at the STRAIGHT CEMENT MIX prices shown above.
- * Dolese Bros. Co. will apply a Fuel Surcharge as follows: \$4.00 - \$4.25 = \$25.00/Load. \$4.26 - \$4.50 = \$30.00/Load. \$4.51 - \$4.75 = \$35.00/Load. \$4.76 - \$5.00 = \$40.00/Load. \$5.01 - \$5.25 = \$45.00/Load. \$5.26 - \$5.50 = \$50.00 Load. \$5.51 - \$5.75 = \$55.00 Load. \$5.76 - \$6.00 = \$60.00 Load. This surcharge amount will be updated each Monday based on average price of Diesel fuel in Oklahoma as published by AAA at <https://gasprices.aaa.com/?state=OK>
- * Please note that when CLSM (flowable fill) is required we make no guarantee of maximum compressive strength/density, only a minimum strength of 100 PSI.

Payment Terms: Net 15th of Following Mo. Prices Firm Through: 6/30/2026 Escalation: \$7.00 LCY Frequency: 1 year

SEE ATTACHED FOR ADDITIONAL PRICING/WARRANTY INFORMATION & LIMITATIONS

Purchaser Acknowledges and Accepts this Project Quotation

By: _____ Title: _____ Date: _____



**Additives/Admixtures/Extra Charges
Price List**

Coarse Aggregate		Fibers	
#67 Stone	\$2.00 cy	Fibrillated Fiber (1.5 lbs)	\$7.00 cy
#8 Stone	\$16.00 cy	Monofilament Fibers (0.50 lbs)	\$7.00 cy
Lightweight Aggregate	Upon Request	Macro Fibers	\$7.00 lb
Straight Cement	\$4.00 cy		
Workability		D-Gel Products	
MRWRA (7" Slump)	\$4.00 cy	Ultra-Finish	\$2.75 cy
HRWRA (9" Slump)	\$6.00 cy	Pump-EZ	\$3.00 cy
Pump Mix	\$4.00 cy	Gunite Pro	\$3.75 cy
Water Repellent	\$4.00 cy		
Set Time		Small Loads/Holding Time	
Retarder	\$4.50 cy	Delivery Charge < 5 cy	\$100.00 each
ODOT Retarder 1 - Temp 50-70	\$6.00 cy	Call Back after a Partial Load	\$100.00 each
ODOT Retarder 2 - Temp 70-80	\$7.00 cy	Holding Time After 1 Hour	\$60.00 hour
ODOT Retarder 3 - Temp 80-90	\$8.00 cy	Holding Time After 2 Hours	\$100.00 hour
Coolant 1 No Temperature Guarantee	\$10.00 cy		
Coolant - 90 Degree	\$20.00 cy	Opening Charges	Upon Request
Coolant - 85 Degree	\$30.00 cy	Saturday/Sunday/Holiday/Night	
Heated Water - where available	\$5.50 cy		
Chloride Accelerator - 1%	\$3.50 cy		
Chloride Accelerator - 2%	\$7.00 cy		
Non-Chloride Accelerator - 1%	\$4.50 cy		
Non-Chloride Accelerator - 2%	\$9.00 cy		
L. Nitrogen - where available	Upon Request		

GENERAL TERMS AND CONDITIONS OF SALE

WARRANTY: Ready-Mixed Concrete is warranted to meet current applicable ASTM specifications and to conform to approved mix designs.
EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, SELLER HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE ARISING IN LAW OR EQUITY FROM A COURSE OF DEALING, USAGE OF TRADE, OR COURSE OF PERFORMANCE.

I. DELIVERY CONDITIONS

SCHEDULING DELIVERIES: It is the intent of the Seller to have Ready-Mixed Concrete delivered to Purchaser's site at the time and rate ordered by Purchaser, but cooperation and 72-hour advance notice are necessary to facilitate timely delivery. Seller agrees to use its best ability in meeting requested delivery schedules, but cannot guarantee same. Special arrangements must be made for deliveries of over 80 cubic yards per hour.

PLACE OF DELIVERY: When deliveries are made to places other than on paved streets, Purchaser must provide suitable roadways or approaches, permitting safe access of trucks to the point of delivery under their own power. Seller reserves the right to refuse deliveries in the event such roadways are not provided. If Purchaser orders deliveries beyond the curb line, Purchaser shall be responsible for removal of mud from truck wheels and tires, and Purchaser assumes all liability for, and agrees to hold Seller harmless from, damage to equipment, sidewalks, driveways, roads, or other property, resulting from truck weight or inadequate roadways or approaches to discharge points.

FORCE MAJEURE: Seller will not be responsible for failure to make delivery when prevented by strikes; by D.O.T. drivers' hours of service; by accidents or necessary repairs to machines or equipment; by fire, flood, power failure, water supply failure, or adverse weather conditions; by shortages of raw materials, fuel, or other components necessary for production of concrete; by Government regulations, requirements or orders; by war, terrorism, vandalism, sabotage, riots, and blockades; by cyber-attacks; by pandemics; or by any other cause beyond the Seller's reasonable control.

II. QUALITY ASSURANCE

TECHNICAL ASSISTANCE: Seller will provide technical assistance as is necessary and reasonable, including submittal of non-proprietary mix designs. All product and material testing shall be at the expense of Purchaser, Architect, Engineer, or Owner.

QUANTITIES: Prices and quantities are based on the volume of concrete in a wet and unhardened state at the time of discharge from the delivery truck as determined in accordance with provisions of current ASTM specification C-94.

ADDITIONS: Seller is not responsible for the slump, strength, or quality of any concrete to which Purchaser has added water or any other material, except for water required to increase the slump at the time of arrival to that provided in the mix design. See TRUCK WASHOUT below.

SLUMP AND AIR CONTENT: Tests for slump and air content shall be made at the mixer discharge chute and in accordance with procedures listed in the current ASTM specification C-94. Any rejection of concrete on the basis of deviations in slump or air content from limits designated in the contract shall be at the time of delivery.

STRENGTH: Sampling of concrete and testing for strength shall be in strict accordance with the procedures described in the current ASTM specification C-94. Conformance with strength requirements shall be determined on the basis of that specification. Strength tests must be performed by a testing service whose facilities and competence to perform such tests have been inspected within the last three years, pursuant to ASTM E329, by a qualified national authority and any reported deficiencies corrected. Sampling/Testing must be done by certified technicians.

TEMPERATURE: When coolant is ordered to maintain a specified maximum temperature, we will guarantee that the concrete will not exceed the specified maximum temperature for 20 minutes after the truck arrives at the jobsite. Seller does not guarantee the strength of the concrete if it exceeds the maximum specified temperature at the time of placement. **MINIMUM LOAD SIZE:** To ensure quality, the minimum order size will be one cubic yard. For colored concrete, the minimum order size will be four cubic yards.

INSPECTION: Prior to unloading concrete, Purchaser shall inspect delivery tickets for conformity with order. The Seller reserves the right to take test cylinders from the concrete as delivered.

FINISHED WORK: Since Seller has no control over the placing, curing, or handling of concrete after unloading, Seller cannot guarantee the finished work for which its concrete is used.

COLORS AND CONCRETE: Seller will accept no responsibility for final color, or variations in color, due to the many variables outside of our control that affect it.

III. ADDITIONAL CHARGES

PRICES/ESCALATION: Prices on ready-mixed concrete are firm through the date indicated, after which time, the escalation amount and its frequency shall apply. All other charges are subject to change at any time.

TRUCK WASHOUT: When Purchaser adds material to concrete that must be cleaned out of the drum before Seller can use the equipment on another job, the charge is \$65.00 per occurrence.

SPECIAL DELIVERY HOURS: Normal business hours are from 7 a.m. to 5 p.m., Monday through Friday. Saturday, Sunday, holiday or night concrete pours might be available upon request.

SMALL LOADS: Prices on ready-mixed concrete are based on full load deliveries. One small load to complete an order larger than a full truck load is allowed at the quoted price. There will be a small load fee for a partial load order, or multiple call-back orders.

TAXES: Any excise or sales taxes that are or may be levied by any state or political subdivision are additional charges to Purchaser. Any exemption for nonpayment of said excise or sales tax must be presented in writing to Seller by Purchaser prior to time for payment of such taxes by Seller.

IV. MISCELLANEOUS

QUOTE ACCEPTANCE: Prices quoted are subject to acceptance within 45 days from Quote Date. Purchaser shall be deemed to have accepted this Project Quotation upon either (i) acknowledging its receipt by signing and returning to Seller, or (ii) by purchasing or placing orders for any products for the project identified herein; and such acceptance includes all pricing, clarifications & exceptions, and these General Terms and Conditions of Sale. Unless there is another agreement signed by Seller pertaining to this project for the products offered herein that expressly states its terms control and govern, then Seller and Buyer shall be bound only by the terms and conditions contained herein this Project Quotation. By accepting this Project Quotation, the recipient agrees that it will, and it will cause its directors, officers, employees and representatives to use the Project Quotation and all of the information contained therein only to evaluate a specific job with Dolse and for no other purpose and shall return this Project Quotation together with any copies to Dolse upon request. The Project Quotation contains confidential material which is non-public information concerning Dolse and its products. Receipt of this Project Quotation constitutes your acknowledgement that you will maintain the information contained herein in strictest confidence.

CLAIMS: As to any matter wherein Purchaser intends to make a claim against Seller, written notice must be given to Seller promptly upon discovery of facts upon which the claim may be based, and Seller shall be given full opportunity to investigate them. Otherwise, said claim shall be deemed waived.

FORM OF CONTRACT: Seller is a supplier of materials, within the meaning of applicable laws and regulations, and is not to be deemed a subcontractor.

ARBITRATION: Any and all disputes arising under the terms of performance of this contract shall be resolved by an independent arbitrator to be chosen by the parties.

GOVERNING LAW: This contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.



City of Lawton

Public Works Department

Street & Traffic Division

Telephone 580-581-3427
Fax 580-581-3426

2100 SW 6th St.
Lawton, Oklahoma 73501

MEMORANDUM

TO: Financial Services
THRU: Michael Watrous, Director of Public Works
FROM: Cliff Martin, Street & Traffic Control Division Superintendent
SUBJECT: CL25-027, Ready Mix Concrete
DATE: July 2, 2025

Primary Vendor:

- It is my recommendation to award Bid #2, Southwest Ready Mix, for;

CONCRETE REPAIR ITEM	BID	UNIT
1. Class C 2400 psi	\$130.91	Per cubic yard
2. Class A 3000 psi	\$144.91	Per cubic yard
3. 3500 psi	\$150.61	Per cubic yard
4. Class AA 4000 psi	\$148.31	Per cubic yard
5. High Early Class AA 4000 psi	\$166.23	Per cubic yard
6. Flowable Fill (CLSM)	\$115.00	Per cubic yard

- This is the lowest overall bid for Items 1 thru 6. This bid meets specifications. The funding source is identified in 2025-2026 Budgeted amount is \$400,000, Account 1005502 51020.

Secondary Vendor:

- It is my recommendation to award Bid #1, Lawton Transit Mix, Inc., for;

CONCRETE REPAIR ITEM	BID	UNIT
1. Class C 2400 psi	\$136.75	Per cubic yard
2. Class A 3000 psi	\$145.75	Per cubic yard
3. 3500 psi	\$150.25	Per cubic yard
4. Class AA 4000 psi	\$150.50	Per cubic yard
5. High Early Class AA 4000 psi	\$166.00	Per cubic yard
6. Flowable Fill (CLSM)	\$129.75	Per cubic yard

- This is the second lowest overall bid for Items 1 thru 6. This bid meets specifications. The funding source is identified in 2025-2026 Budgeted amount is \$400,000, Account 1005502 51020.

Tertiary Vendor:

- It is my recommendation to award Bid #3, Dolese Bros. Co., for;

CONCRETE REPAIR ITEM	BID	UNIT
1. Class C 2400 psi	\$161.00	Per cubic yard
2. Class A 3000 psi	\$166.00	Per cubic yard
3. 3500 psi	\$166.00	Per cubic yard
4. Class AA 4000 psi	\$173.00	Per cubic yard
5. High Early Class AA 4000 psi	\$196.00	Per cubic yard
6. Flowable Fill (CLSM)	\$150.00	Per cubic yard

- This is the third lowest overall bid for Items 1 thru 6. This bid meets specifications. The funding source is identified in 2025-2026 Budgeted amount is \$400,000, Account 1005502 51020.



Cliff Martin
Street & Traffic Division Superintendent
Office: (580)581-3425
Email: clifford.martin@lawtonok.gov

Mission Statement

*To maintain and enhance the streets,
providing a safe transportation network in our community.
Utilizing trained, dedicated, and professional personnel,
with an emphasis on exceptional customer service.*

Contract: CL25-027 Redi-Mix Concrete
Vendor(s): Southwest Ready Mix (Primary), Lawton Transit Mix (Secondary), Inc, Dolese Bros. Co.
(Tertiary)

CITY APPROVAL

Acceptance and entry into this agreement by and on behalf of the City of Lawton is made this _____ day of _____, 20_____.

The City of Lawton, Oklahoma
a Municipal Corporation

Stanley Booker, Mayor

ATTEST:

Donnalynn Blazek-Scherler, City Clerk

LEGAL REVIEW

APPROVED, as to form and legality on behalf of the City of Lawton on the _____
day of _____, 20_____.

Tim Wilson, Interim City Attorney

Item Title:

Consider awarding contract CL25-028 Concrete Repair to A.E. Construction as the Primary vendor, TE Construction as the Secondary vendor, and MTZ Construction as the Tertiary vendor. These vendors meet all requirements and contract increases are minimal. Contract expenditures are expected to be greater than \$75,000 per year.

Initiator: Willie Whisenhunt, Director

Information Source:**Background:**

The City of Lawton solicited bids for CL25-028 Concrete Repair. Bid packets were mailed to vendors, advertised on the City of Lawton website and on Bidnet Direct. There were three (3) respondents to the bid. After reviewing the proposals, it is staff recommendation that the contract CL25-028 Concrete Repair, be awarded to A.E. Construction as the Primary vendor, TE Construction as the Secondary vendor, and MTZ Construction as the Tertiary vendor.

Correlation to the True North Statement:

A concrete repair contract supports the True North goals in multiple ways:

- Concrete repairs (roads, sidewalks, curbs, drainage structures) directly enhance public infrastructure.
- Maintaining and repairing concrete improves safety, functionality, and accessibility — all part of a well-maintained city.
- Damaged or deteriorating concrete can pose safety risks (tripping hazards, road damage leading to accidents, etc.).
- Timely repairs reduce risk to pedestrians, drivers, and cyclists, aligning with the goal of a safe community.
- Well-maintained streets and sidewalks improve the daily lives of residents and reflect positively on the city's appearance.
- This supports community pride and a sense of well-being.
- Having a formal contract in place ensures the city is proactively managing infrastructure rather than reacting to emergencies.
- It may also ensure cost control and accountability, promoting efficient use of taxpayer funds.
- **A documented contract allows for public transparency and demonstrates the city's**

commitment to planned, accountable infrastructure investment.

Exhibit:

Abstract, Vendor Bid Results, COL Terms & Conditions pages

Key Issues:

Does the City of Lawton wish to award CL25-028 Concrete Repair to A.E. Construction as the Primary vendor, TE Construction as the Secondary vendor, and MTZ Construction as the Tertiary vendor?

Funding Source:

Sewer Construction Repair and Maintenance account (7106501-51020)

Water Distribution Repair and Maintenance account (7006505-51020)

Recommended Action:

Award contract CL25-028 Concrete Repair to A.E. Construction as the Primary vendor, TE Construction as the Secondary vendor, and MTZ Construction as the Tertiary vendor.

ATTACHMENTS:

1. CL25-028 Concrete Repair Bid Results
2. CITY APPROVAL-CL contracts



CITY OF LAWTON

FINANCE DEPARTMENT

MEMORANDUM

To: Rusty Whisenhunt, Director of Public Utilities

From: Justine Guevara, Accountant – Financial Services

Subject: **CL25-028 Concrete Repair**

Enclosed please find the bids for CL25-028 Concrete Repair following the bid opening on Tuesday, June 25, 2025.

Please, review the bids and send us your vendor recommendation for this contract. Please, let me know if you have any questions.

Thank you

A handwritten signature in black ink, appearing to be "J. Guevara", is written over the printed name.

Justine Guevara
Financial Services

ABSTRACT OF BIDS

I CERTIFY that I have opened, read, and recorded herein all bids received and listed below:

Signature: *Martino Gutierrez*

CL/RFP Number CL25-028		Page 1 of 1		Bidder Number 1		Bidder Number 2		Bidder Number 3	
CL/RFP Title Concrete Repair		Date Opened: June 25, 2025		MTZ Construction Conrado Martinez 3545 SW 37th St Oklahoma City, OK 73119 405-651-3360 mtzconstruction2012@hotmail.com		AE Construction Alfred Espinoza 713 NW 46th St Lawton, OK 73505 580-357-9222 k4r3n@sbcglobal.net		TE Construction Thomas Espinoza 806 NE 75th Street Lawton, OK 73507 580-591-2270 teconcrete@yahoo.com	
Fincancial Services: Buyer Colbie Garrett		Number of ADDENDA Issued NONE		Addenda Acknowledged N/A		Addenda Acknowledged N/A		Addenda Acknowledged N/A	
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS.....\$25,000: CONTRACTOR'S CERTIFICATE OF COMPLIANCE				As required Yes Yes Yes		As required Yes Yes Yes		As required Yes Yes Yes	
Item No.	Description of Bid Item	Est. Qty	Unit	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks
A.	Sidewalk Repairs		per sy	\$65.00		\$95.00		\$100.00	
B.	Driveway Repairs		per sy	\$135.00		\$125.00		\$130.00	
C.	Street Repairs		per sy	\$165.00		\$135.00		\$140.00	
D.	Curb/Gutter Repairs		per sy	\$55.00		\$40.00		\$45.00	

City of Lawton

INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: Colbie.Garrett@lawtonok.gov ACCEPTING ELECTRONIC BIDS ON: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Bid Typed: June 3, 2025	Dates Bid Advertised: June 5, 2025	No Bids Received After: June 25, 2025 2 : 00pm	
Contract Number and Title: CL25-028 Concrete Repair		Requirements-type Contract: Contract Period: 12 months	
Bid Openings are held at Lawton City Hall 3rd Floor Finance Conference Room 212 SW 9th St. Lawton, OK 73501 @ 2:00pm			
Vendor Name and Point of Contact: MTZ Construction Inc.		Reason for No Bid:	
Mailing Address: 3545 SW 37th St.		Terms:	
City: State: Zip: Oklahoma City, OK. 73119		Delivery:	
Area Code and Phone Number: (405) 651-3360		Email Address: mtzconstruction2012@hotmail.com	
Federal Employer Identification Number or Social Security Number 45-4540849			

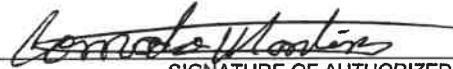
THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF Oklahoma COUNTY OF McClain

Conrado Martinez

of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for 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 to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.



SIGNATURE OF AUTHORIZED AGENT

Firm: MTZ Construction Inc.

Conrado Martinez / Vice President

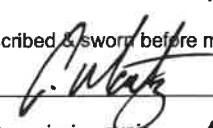
PRINT/TYPE NAME/TITLE

Address: 3545 SW 37th St.

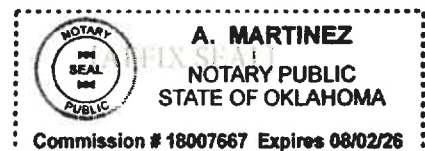
Subscribed & sworn before me this 25th day of June, 20 25

Oklahoma City, OK 73119
(City, State, Zip)

Phone: (405) 651-3360


Notary Public
My Commission expires: August 2nd 2026

INVITATION TO BID AND CONTRACT
PAGE 1 OF 11



GENERAL CONDITIONS FOR BIDDING REQUIREMENTS **CONTRACTS WITH THE CITY OF LAWTON, OKLAHOMA.**

BIDDER – TO INSURE ACCEPTANCE OF THE BID, CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.

ELECTRONIC SEALED BIDS: The Electronic Bid Submission (EBS) is the electronic transfer of proposal bid data between a supplier and a contracting authority. The EBS feature on Bidnet Direct allows suppliers to submit bids/proposals online via Bidnet Direct. The EBS feature includes safeguards to ensure the security and authenticity of the material being transferred. Vendors must be registered at to <https://www.bidnetdirect.com/oklahoma> participate in EBS. Submitted documents are stored securely with a high level of security. All bids remain encrypted and not readable until bids are opened by the buyer and only after the closing date and time have passed.

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED. Do not use white out, correction tape or some other method of masking a correction.
2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID" and explain the reason in the space provided above. Failure to respond 3 times in succession shall be cause for removal of the supplier's name from the bid mailing list, without further notice. NOTE: To qualify as having responded, bidder/vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the City Clerk no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way to alert the City Clerk of the urgency in order to immediately notify the Purchasing Division. The envelope will be marked indicating that the content is a challenge to a specified Invitation to Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the bidder/vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile or telephone are not acceptable. NOTE: Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations WILL NOT be provided by telephone. Bid tabulations will be provided by mail or email at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. **AWARDS:**

- a. As the best interest of the City may require, the right is reserved to:
 1. Award by individual item, group of items, all or none, or a combination thereof.
 2. Award based upon a geographical district basis with one or more suppliers.
 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
- b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.

7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and is executed by the Mayor and City Clerk on behalf of the City of Lawton.
8. **WAIVER:** The City of Lawton reserves the right to waive any General Provisions, Special Provision, or minor specification deviation when considered to be in the best interest of the City.
9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.
10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.
11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.

13. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with bidder/vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. Samples will not be returned.
14. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.
15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Lawton Purchasing bidder/vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered for shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
17. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at the destination unless otherwise provided. "Destination: shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the bidder/vendor until accepted by the ordering agency. The bidder/vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, conforming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and it's shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
 - d. Provide the bidder/vendor with a copy of the carrier's Bill of Lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
19. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance

of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.

20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, bidder/vendor upon notice thereof from the City shall promptly correct or replace the same at bidder/vendor's expense. If bidder/vendor shall fail so to do, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The City may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The bidder/vendor shall hold and save the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/vendor are to accept only those purchase orders issued by the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, prepared on Accounting Division Forms unless instructed otherwise in the invitation to bid or executed contract agreement.
25. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, nor may the vendor withdraw or cancel the proposal, or any resulting agreement, or any part of the proposal or agreement for these reasons. Vendors may only cancel the contract, pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
26. **SUMMARY OF TOTAL SALES:** The bidder/vendor agrees to furnish City of Lawton Purchasing Division a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.
27. **PAYMENT:**

- a. **INVOICING:** The vendor shall be paid within a reasonable time after submission of proper certified invoices to the City at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.
 - b. **REQUIREMENTS ONLY PURCHASES:** The proposed Contract shall be for the quantities actually ordered during the life of the contract only. UNLESS OTHERWISE SPECIFIED, ALL CONTACTS ARE REQUIREMTNS-TYPE CONTRACT, meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.
 - c. **Taxes:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
 - d. **Discounts:** Bidder/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidder/Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
 - e. All provisions of the Uniform Commercial Code shall be adhered to.
28. **EXTENSION:** At the end of the contract period, the contract may be extended for a period not to exceed twelve (12) months, and may be further extend for one (1) additional period not to exceed twelve (12) months, by mutual agreement between the City and the bidder/vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter and City Code. All bidder/vendors must disclose with the bid the name of any officer, director or agent who is also an employee of the City of Lawton or any of its agencies or subdivisions. Further, all bidder/vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The bidder/vendor, without exception, shall indemnify and save harmless the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City of Lawton. If the bidder/vendor uses any design, device or

materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.

31. **FACILITIES:** The City reserves the right to inspect the bidder/vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the City shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the City under this contract at the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the bidder/vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the specifications to this agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City, showing the City as an additional insured thereunder without cost to the City of Lawton, prior to the awarding of the contract:
 - a. **General Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the bidder/vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence. One hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000) for any number claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton its department boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
 - b. **Automobile Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned. A current certificate showing that the bidder/vendor has a policy shall be maintained on the file with the City Clerk of the City.
 - c. **Worker's Compensation:** The bidder/vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect himself and the City against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the bidder/vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.

35. **BONDS:** Neither Bidder's Bonds or Performance Bonds are required unless specifically set forth in the specifications attached hereto. If Bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:

- a. Bidder's Bonds: If required as a part of the specifications on this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount state made payable to the City of Lawton. This amount will be retained by the City as damages in the event successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All Deposits and Bonds will be returned to the unsuccessful bidder/vendor's within a reasonable time after the contract has been awarded, and to the successful bidder/vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
- b. Performance Bonds: If a performance Bond is required under the specifications of this agreement, the successful bidder/vendor must, prior to the award of the contract, post the bond, certified check or cashiers ck in the amount stated made payable to the City of Lawton. The Bidder's bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the bidder/vendor. The performance bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.

36. **TIME OF ESSENCE:** Unless otherwise stated time shall be considered of the essence to this agreement.

- a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, inability of obtaining material or shipping space, breakdowns, delays of carrier's or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the bidder/vendor prior to submission of his bid and the City Council's acceptance thereof.
- b. When time is not of the essence this contract shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the bidder/vendor has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.

37. **DISCRIMINATION:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:

- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental impairment. The bidder/vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or physical or mental impairment. Such actions

shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The bidder/vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.

- b. The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
 - c. In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the bidder/vendor.
- 38. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful bidder/vendor as a result of this bid. It shall be the bidder/vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid whom will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the bidder/vendor.
- 39. **ADVERTISING:** In submitting a proposal, bidder/vendor agrees not to use the results therefrom as a part of any commercial advertising.
- 40. **TERMINATION FOR CONVENIENCE OF THE CITY:**
 - a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under this contract may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.
 - b. Any such termination shall be effected by the delivery to the bidder/vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.
 - c. After receipt of a notice of termination, the bidder/vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.
- 41. **VENUE:** This contract shall be governed by the laws of the State of Oklahoma.
- 42. **OKLAHOMA STATE CONTRACT:** Some items which the City solicits bids for are on the Oklahoma State Contract. The City is eligible to purchase from the State Contract and will check the prices on the State Contract and may elect to purchase under that contract without termination of this agreement.
- 43. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. This agreement may not be modified except in writing signed by both parties.

44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.

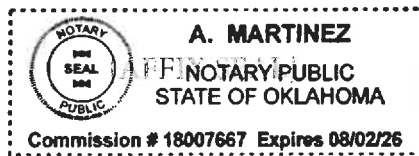
AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Oklahoma

SS

COUNTY OF Mcclain

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



MTZ Construction Inc

Business Name / Contractor Name

Conrado Martinez
Signed

Print : Conrado Martinez

Attested to before me this 25th day of June 2025.

[Signature]
Notary Public

My Commission Expires August 2nd 2025.

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

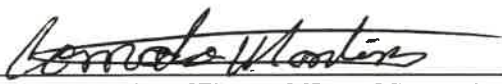
CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

CL25-028
Contract Number

MTZ Construction Inc.
Name of Contractor (Print)

06/25/2025
Date


Signature, Member of Firm or Officer of Corporation

Vice President
Title

revised

CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: S-159

SPECIFICATION TITLE: Concrete Repair

APPROVAL DATE: 3/26/15

DELIVERY: Various projects within city limits

- a. Item(s) shall be delivered, FOB, to the address shown above.

WARRANTY:

- a. If item(s) bid are warrantable, the warranty will be considered during bid evaluation.
- b. Bidder is to clearly state the terms of the standard warranty and also the cost and terms of any additional available warranties.
- c. Workmanship should be free from defect for a period of one year

DISCLAIMER: The City of Lawton reserves the right to accept or reject any or all bids. Bidders must be on the City of Lawton's approved contractors list to qualify. License Requirements as issued by the City of Lawton Permits section. Division 6-6-1 Building Contractors registration certificate. (Workers comp) Bond requirement.

DESCRIPTION:

- a. If bidder is bidding an item other than that which is shown, the bidder must include, with their bid, a complete, written specification of the item they are bidding, verifying the item they are bidding is equal to or better than the item shown in the bid packet.
- b. The following specifications are the minimum acceptable standards for the item(s) shown above.
- c. Any deviation from these specifications must be clearly annotated by the Bidder on a separate page list the specification reference and detailing the deviation.
- d. Failure to annotate deviations may cause bid to be deemed as non-responsive.

CONSTRUCTION SPECIFICATIONS:

- 1) The contractor shall be an independent party and shall provide all bonds, liability insurance, payroll taxes, etc. associated with the construction of work assigned. He shall not be covered by any insurance or other benefits afforded the City of Lawton.
- 2) The contractor shall be responsible for notifying all utility companies prior to commencing work in the project area. Likewise, the contractor is responsible for coordinating his work and that of the involved utilities in the project area. The contractor shall be responsible for any contractor caused damage to utility and/or service lines. Damages shall be repaired or replaced at no cost to the City of Lawton and shall be accomplished only as authorized by the affected utility provided.

(Oklahoma Underground Facilities Damage Prevention Act)

- 3) The contractor shall take special care not to damage any trees, shrubs, landscaping, sheds or other structures located on existing easements. Any contractor-caused damage, shall be repaired or replaced at no cost to the City of Lawton and shall be accomplished by the contractor, subcontractor as approved by the city engineer.
- 4) The contractor shall erect or cause to be erected traffic-control devices designed to notify vehicular traffic of any obstructions or hazards associated with the project area and shall utilize such devices to safely move traffic around said hazards and obstructions. Control devices shall, as far as practical, be in compliance with the guidelines as published in the manual on uniform traffic-control devices.
- 5) Notice of street closures will be submitted at least two (2) business days in advance of the street closure to the City Engineer. The notice of closure shall specify the purpose of the closure, the location, the planned duration and the hours of the day during which the street will be closed. The closure shall be scheduled to minimize interference with vehicular and pedestrian traffic. The City Engineer shall notify emergency personnel, which shall include the fire department, police department and ambulance service company, of street closures. In the event that any street closing needs to be extended beyond what was originally published in the notice, the contractor shall be responsible for notifying the City Engineer of the number of additional days required so emergency personnel are kept informed as necessary.
x This work is to be considered an incidental item and the cost of this item is to be included in other pay items.
- 6) The contractor shall be responsible for coordinating all driveway closings with respective property owners and tenants, if property is rented.

(CITY CODE 20-1-102 AUTHORIZED WORK ON STREETS BY CITY, UTILITIES, CONTRACTORS – REQUIREMENTS NOTICE AND City of Lawton’s Technical Specifications SECTION 0600 CONSTRUCTION SIGNING, BARRICADES, AND LIGHTS)

- 7) The area to be repaired will be clearly marked by the City of Lawton, Public Works Department. Concrete repairs shall be measured by the square yard of repair completed and accepted. Concrete repairs shall be paid at the contract unit price bid for concrete repairs. Payment shall include removal of existing pavement, grading, limestone screening, backfill, compaction of backfill to 95% standard proctor density, pavement material, all labor and other material to complete concrete repairs in accordance with Section 0204 of the City of Lawton’s Technical Specifications

(City of Lawton’s Technical Specifications SECTION 0205 1.12 MEASUREMENT AND PAYMENT)

- 8) The Contractor shall be responsible for the making, backfilling and repairing of any cuts or excavations associated with the project, which shall be done in compliance with the requirements of this section and other ordinances of the City of Lawton, and to the satisfaction of the City Engineer;

- A. General design standards set forth herein are minimum standards. Specific pavement thickness design standards for streets in residential, commercial and industrial subdivisions shall follow the latest revision of the CITY "Modified American Association of State Highway and Transportation Officials (AASHTO) Low-Volume Road Design Standards," standard details for street improvements established by the City Engineer and other design criteria as adopted by the City of Lawton. All other streets, including major and minor arterials, shall follow the latest revision of the "American Association of State Highway and Transportation Officials (AASHTO) Guide for Design of Pavement Structures," standard details for street improvements established by the City Engineer and other design criteria as adopted by the City of Lawton.
 - B. All street, curb and gutter construction shall be in accordance with the applicable sections of the City of Lawton Standard Details for Subdivision Streets and appropriate methods in the latest revision of the Standard Specifications for Highway Construction as prepared by the Oklahoma Department of Transportation and modifications as established by the City Engineer.
 - C. All asphalt and concrete street cuts for trench excavations shall be repaired in accordance with Figure 1 of article 20-2 of the Lawton City Code. All asphalt alley cuts shall be repaired in accordance with Figure 1, except that the concrete requirement shall be deleted and the repair section shall be surfaced with asphalt to the thickness of the existing section but not less than four (4) inches. All street cuts for other than trench excavations shall be repaired in accordance with CITY street standards. Arterial streets shall be repaired utilizing a typical section equal to the existing pavement or, as a minimum, in accordance with CITY street standards.
- 9) The contractor shall level all disturbed residential or commercial yard areas with topsoil and hand-rake to a uniform appearance that provides adequate drainage. Upon completion of the backfilling or repairing of any cut or excavation, all building material and debris resulting from the work shall be removed from the street, alley, sidewalk or other public place where the work is done. Any surplus excavation shall become the property of the contractor. Disposal of surplus excavation shall be the contractor's responsibility. Cost shall be included in the price bid for other items.
- 10) The City will periodically issue a list of repair projects to the contractor. Work will begin within five business days of receipt of the list. Should the winning vendor be unable to begin work within five business days, the City of Lawton reserves the right to use an alternate vendor. Once work begins at each address, repairs at that address must be completed within five business days. The contractor must complete the entire repair list according to the following schedule:

Repair List Total	Units	Repair Completion (Calendar Days)
500	Square Yards	15 Days
1,000	Square Yards	30 Days
1,500	Square Yards	50 Days
2,000	Square Yards	65 Days
2,500	Square Yards	80 Days
3,000	Square Yards	95 Days

11) Pay Items:

Item	Unit	Rate
a. Concrete Sidewalk	Square Yards	\$ 105.00
b. Concrete Driveway	Square Yards	\$ 135.00
c. Concrete Street	Square Yards	\$ 165.00
d. Concrete Curb/Gutter	Square Yards	\$ 55.00

- 12) The contractor shall notify the city engineer or his designee prior to concrete placement and upon the completion of the repair, and upon receipt of said notification, the engineer or his designee shall inspect the same, securing adequate assurances that the work was completed in a timely manner in accordance with Lawton City Code and acceptable concrete industry standards. No payment for the work shall be made until the work has been approved.

13) Liquidated Damages:

a. The contractor shall ensure the work is prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the contractor and the city, that the time for completion of the work described herein is a reasonable time for the completion of the same; taking into consideration the average climatic range prevailing in this locality. Days of inclement weather shall not count against the work schedule deadline.

b. If contractor shall neglect, fail or refuse to complete the work within the time herein specified, excluding days of inclement weather or any proper extension thereof granted by the city, then the contractor, as part consideration for awarding the bid, agrees to pay the city the amount \$150.00 not as a penalty but as liquidated damages for such breach as hereinafter set forth, for each and every business day (Monday through Friday) that the contractor shall be in default after the time stipulated in the contract for completing the work.

- 14) Breach of performance shall constitute grounds for the non-breaching party to terminate the agreement with thirty days notice to the other party. Otherwise, contract shall be for a one-year term.

SPECIFICATION COMPLIANCE

FAILURE TO COMPLETE THIS PAGE MAY RESULT IN BID REJECTION

BID NUMBER: CL25-028

BID TITLE: CONCRETE REPAIR

COMPANY: MTZ Construction Inc.

SUBMITTED BY:

SIGNATURE OF AUTHORIZED AGENT

X Item(s) bid meets or exceeds all specifications.

Item(s) bid **does not** meet all specifications as shown below.

List below all exceptions to the bid specifications. Attach additional pages if necessary.

Minimum Charge of \$2,500.00 per Work Order

Additional page(s) to exceptions? Yes X No

Bid Number: CL25-028
Bid Title: Concrete Repairs

Vendor

Name: MTZ Construction Inc.

(please complete above information)

Price Bid

(must be completed and returned with the bid)

Item	Description	Est Qty	Unit	Unit Price
1.	Concrete repairs			
a	Sidewalk repairs	----	per sy	\$ 65.00
b	Driveway repairs	---	per sy	\$ 135.00
c	Street repairs	----	per sy	\$ 165.00
d	Curb/Gutter repairs		Per lf	\$ 55.00

For any questions pertaining to the specifications, please place on the Bidnet Direct website.

Notes:

1. As per accompany specifications.
2. This is a requirements contract.
3. There are insurance requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.
5. WARRANTY:
 - a) The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract.
 - b) The vendor must also provide details, including prices, on any available extended or optional warranties.
 - c) The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.

City of Lawton

INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: Colbie.Garrett@lawtonok.gov ACCEPTING ELECTRONIC BIDS ON: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Bid Typed: June 3, 2025	Dates Bid Advertised: June 5, 2025	No Bids Received After: June 25, 2025 2 : 00pm	
Contract Number and Title: CL25-028 Concrete Repair		Requirements-type Contract:	Contract Period: 12 months
Bid Openings are held at Lawton City Hall 3rd Floor Finance Conference Room 212 SW 9th St. Lawton, OK 73501 @ 2:00pm			
Vendor Name and Point of Contact: A.E. CONSTRUCTION LLC - Alfred Espinoza		Reason for No Bid:	
Mailing Address: 713 NW 46 th ST		Terms:	
City: State: Zip: Lawton OK 73505		Delivery:	
Area Code and Phone Number: 580-357-9222		Email Address: K4r3n@sbcglobal.net	
Federal Employer Identification Number or Social Security Number 82-3631442			

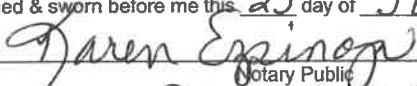
THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF OKLAHOMA COUNTY OF COMANCHE

of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for 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 to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: A.E. CONSTRUCTION LLC
 Address: 713 NW 46th ST
Lawton, OK 73505
 (City, State, Zip)
 Phone: 580-357-9222


 SIGNATURE OF AUTHORIZED AGENT
Alfred Espinoza, President
 PRINT/TYPE NAME/TITLE
 Subscribed & sworn before me this 23 day of JUNE, 2025.

 My Commission expires: December 24, 2027
 Notary Public

INVITATION TO BID AND CONTRACT
PAGE 1 OF 11

KAREN ESPINOZA
 Notary Public, State of Oklahoma
 Commission #99020139
 My Commission Expires December 24, 2027

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA
COUNTY OF COMANCHE SS

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

A E CONSTRUCTION LLC
Business Name / Contractor Name

[AFFIX SEAL]

Alfred Espinoza
Signed
Print : Alfred Espinoza

Attested to before me this 23 day of JUNE 2025

Karen Espinoza
Notary Public

My Commission Expires December 24, 2027

KAREN ESPINOZA Notary Public, State of Oklahoma Commission #99020139 My Commission Expires December 24, 2027

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

CL 25-028
Contract Number

AE CONSTRUCTION LLC
Name of Contractor (Print)

6-23-25
Date

Alfred Espinoza
Signature, Member of Firm or Officer of Corporation

President
Title

revised

CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: S-159

SPECIFICATION TITLE: Concrete Repair

APPROVAL DATE: 3/26/15

DELIVERY: Various projects within city limits

- a. Item(s) shall be delivered, FOB, to the address shown above.

WARRANTY:

- a. If item(s) bid are warrantable, the warranty will be considered during bid evaluation.
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DISCLAIMER: The City of Lawton reserves the right to accept or reject any or all bids. Bidders must be on the City of Lawton's approved contractors list to qualify. License Requirements as issued by the City of Lawton Permits section. Division 6-6-1 Building Contractors registration certificate. (Workers comp) Bond requirement.

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(Oklahoma Underground Facilities Damage Prevention Act)

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- 5) Notice of street closures will be submitted at least two (2) business days in advance of the street closure to the City Engineer. The notice of closure shall specify the purpose of the closure, the location, the planned duration and the hours of the day during which the street will be closed. The closure shall be scheduled to minimize interference with vehicular and pedestrian traffic. The City Engineer shall notify emergency personnel, which shall include the fire department, police department and ambulance service company, of street closures. In the event that any street closing needs to be extended beyond what was originally published in the notice, the contractor shall be responsible for notifying the City Engineer of the number of additional days required so emergency personnel are kept informed as necessary.
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(CITY CODE 20-1-102 AUTHORIZED WORK ON STREETS BY CITY, UTILITIES, CONTRACTORS – REQUIREMENTS NOTICE AND City of Lawton's Technical Specifications SECTION 0600 CONSTRUCTION SIGNING, BARRICADES, AND LIGHTS)

- 7) The area to be repaired will be clearly marked by the City of Lawton, Public Works Department. Concrete repairs shall be measured by the square yard of repair completed and accepted. Concrete repairs shall be paid at the contract unit price bid for concrete repairs. Payment shall include removal of existing pavement, grading, limestone screening, backfill, compaction of backfill to 95% standard proctor density, pavement material, all labor and other material to complete concrete repairs in accordance with Section 0204 of the City of Lawton's Technical Specifications

(City of Lawton's Technical Specifications SECTION 0205 1.12 MEASUREMENT AND PAYMENT)

- 8) The Contractor shall be responsible for the making, backfilling and repairing of any cuts or excavations associated with the project, which shall be done in compliance with the requirements of this section and other ordinances of the City of Lawton, and to the satisfaction of the City Engineer;

- A. General design standards set forth herein are minimum standards. Specific pavement thickness design standards for streets in residential, commercial and industrial subdivisions shall follow the latest revision of the CITY "Modified American Association of State Highway and Transportation Officials (AASHTO) Low-Volume Road Design Standards," standard details for street improvements established by the City Engineer and other design criteria as adopted by the City of Lawton. All other streets, including major and minor arterials, shall follow the latest revision of the "American Association of State Highway and Transportation Officials (AASHTO) Guide for Design of Pavement Structures," standard details for street improvements established by the City Engineer and other design criteria as adopted by the City of Lawton.
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- C. All asphalt and concrete street cuts for trench excavations shall be repaired in accordance with Figure 1 of article 20-2 of the Lawton City Code. All asphalt alley cuts shall be repaired in accordance with Figure 1, except that the concrete requirement shall be deleted and the repair section shall be surfaced with asphalt to the thickness of the existing section but not less than four (4) inches. All street cuts for other than trench excavations shall be repaired in accordance with CITY street standards. Arterial streets shall be repaired utilizing a typical section equal to the existing pavement or, as a minimum, in accordance with CITY street standards.
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- 10) The City will periodically issue a list of repair projects to the contractor. Work will begin within five business days of receipt of the list. Should the winning vendor be unable to begin work within five business days, the City of Lawton reserves the right to use an alternate vendor. Once work begins at each address, repairs at that address must be completed within five business days. The contractor must complete the entire repair list according to the following schedule:

Lawton City Code Section 10-10-10		
Repair List Total	Units	Repair Completion (Calendar Days)
500	Square Yards	15
1,000	Square Yards	30
1,500	Square Yards	45
2,000	Square Yards	60
2,500	Square Yards	75
3,000	Square Yards	90

11) Pay Items:

Item	Units	Rate
a. Concrete Sidewalk	Square Yards	\$ 95. ⁰⁰ SY
b. Concrete Driveway	Square Yards	\$ 125. ⁰⁰ SY
c. Concrete Street	Square Yards	\$ 135. ⁰⁰ SY
d. Concrete Curb/Gutter	Square Yards	\$ 40. ⁰⁰ SY

- 12) The contractor shall notify the city engineer or his designee prior to concrete placement and upon the completion of the repair, and upon receipt of said notification, the engineer or his designee shall inspect the same, securing adequate assurances that the work was completed in a timely manner in accordance with Lawton City Code and acceptable concrete industry standards. No payment for the work shall be made until the work has been approved.

13) Liquidated Damages:

a. The contractor shall ensure the work is prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the contractor and the city, that the time for completion of the work described herein is a reasonable time for the completion of the same; taking into consideration the average climatic range prevailing in this locality. Days of inclement weather shall not count against the work schedule deadline.

b. If contractor shall neglect, fail or refuse to complete the work within the time herein specified, excluding days of inclement weather or any proper extension thereof granted by the city, then the contractor, as part consideration for awarding the bid, agrees to pay the city the amount \$150.00 not as a penalty but as liquidated damages for such breach as hereinafter set forth, for each and every business day (Monday through Friday) that the contractor shall be in default after the time stipulated in the contract for completing the work.

- 14) Breach of performance shall constitute grounds for the non-breaching party to terminate the agreement with thirty days notice to the other party. Otherwise, contract shall be for a one-year term.

SPECIFICATION COMPLIANCE

FAILURE TO COMPLETE THIS PAGE MAY RESULT IN BID REJECTION

BID NUMBER: CL25-028

BID TITLE: CONCRETE REPAIR

COMPANY: AE CONSTRUCTION LLC

SUBMITTED BY: *Alfred Espinoza*
SIGNATURE OF AUTHORIZED AGENT

X Item(s) bid meets or exceeds all specifications.

 Item(s) bid **does not** meet all specifications as shown below.

List below all exceptions to the bid specifications. Attach additional pages if necessary.

\$2500.00 minimum Charge / WORK ORDER
on each Bid Item

Additional page(s) to exceptions? Yes X No

Bid Number: CL25-028
Bid Title: Concrete Repairs

Vendor
Name: AE CONSTRUCTION LLC
(please complete above information)

Price Bid

(must be completed and returned with the bid)

Item	Description	Est Qty	Unit	Unit Price
1.	Concrete repairs			
a	Sidewalk repairs	----	per sy	\$95.
b	Driveway repairs	---	per sy	\$125.
c	Street repairs	----	per sy	\$135.
d	Curb/Gutter repairs		Per lf	\$40.

For any questions pertaining to the specifications, please place on the Bidnet Direct website.

Notes:

1. As per accompany specifications.
2. This is a requirements contract.
3. There are insurance requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.
5. WARRANTY:
 - a) The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract.
 - b) The vendor must also provide details, including prices, on any available extended or optional warranties.
 - c) The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2025

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 INSURICA 10 SW 2nd Street Lawton, OK 73501	CONTACT NAME: Charleigh Cole	FAX (A/C, No):	
	PHONE (A/C, No, Ext): (580) 355-6595	E-MAIL ADDRESS: Charleigh.Cole@INSURICA.com	
INSURED A.E. Construction LLC 713 NW 46th Lawton, OK 73505	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Valley Forge Insurance Company		20508
	INSURER B: Insurance Company of the West		27847
	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 ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			6080668552	5/17/2025	5/17/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 POLLUTION EACH \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			6080668566	5/17/2025	5/17/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
B	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WOK5048734 06	6/1/2025	6/1/2026	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract CL18-042 Concrete repair

CERTIFICATE HOLDER

CANCELLATION

City of Lawton
219 SW 9th Street
Lawton, OK 73501

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

City of Lawton

INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: Colbie.Garrett@lawtonok.gov ACCEPTING ELECTRONIC BIDS ON: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Bid Typed: June 3, 2025	Dates Bid Advertised: June 5, 2025	No Bids Received After: June 25, 2025 2 : 00pm	
Contract Number and Title: CL25-028 Concrete Repair		Requirements-type Contract:	Contract Period: 12 months
Bid Openings are held at Lawton City Hall 3rd Floor Finance Conference Room 212 SW 9th St. Lawton, OK 73501 @ 2:00pm			
Vendor Name and Point of Contact: TE Construction - Thomas Espinoza		Reason for No Bid:	
Mailing Address: 806 NE 75th Street		Terms:	
City: Lawton	State: OK	Zip: 73507	Delivery:
Area Code and Phone Number: 580-591-2270		Email Address: teconcrete@yahoo.com	
Federal Employer Identification Number or Social Security Number 73-1072460			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF Oklahoma COUNTY OF Comanche

Thomas Espinoza of lawful age, being first duly sworn, on oath says that:

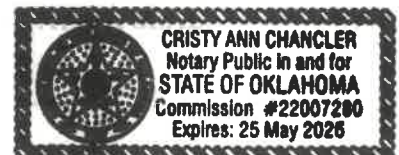
1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for 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 to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: TE Construction
 Address: 806 NE 75th St.
Lawton, OK 73507
 (City, State, Zip)
 Phone: 580-591-2270

Thomas Espinoza
 SIGNATURE OF AUTHORIZED AGENT
Thomas Espinoza
 PRINT/TYPE NAME/TITLE
 Subscribed & sworn before me this 24 day of June, 2025.
C. Chandler
 Notary Public
 My Commission expires: May 25, 2026

INVITATION TO BID AND CONTRACT
 PAGE 1 OF 11

FORM REVISED 6/5/24



AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Oklahoma
COUNTY OF Comanche SS

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

TE Construction
Business Name / Contractor Name

Thomas Espinoza
Signed
Print : Thomas Espinoza

Attested to before me this 24th day of June 2025

C. Chancellor
Notary Public

My Commission Expires May 25 2026



NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

CL25-028

Contract Number

TE Construction

Name of Contractor (Print)

6-24-85

Date

Thomas Espinoza

Signature, Member of Firm or Officer of Corporation

Owner

Title

Lawton City Engineer's Estimate		
Repair List Total	Units	Repair Completion (Calendar Days)
500	Square Yards	15
1,000	Square Yards	30
1,500	Square Yards	45
2,000	Square Yards	60
2,500	Square Yards	75
3,000	Square Yards	90

11) Pay Items:

Item	Unit	Rate
a. Concrete Sidewalk	Square Yards	\$ 100.00
b. Concrete Driveway	Square Yards	\$ 130.00
c. Concrete Street	Square Yards	\$ 140.00
d. Concrete Curb/Gutter	Square Yards	\$ 45.00

- 12) The contractor shall notify the city engineer or his designee prior to concrete placement and upon the completion of the repair, and upon receipt of said notification, the engineer or his designee shall inspect the same, securing adequate assurances that the work was completed in a timely manner in accordance with Lawton City Code and acceptable concrete industry standards. No payment for the work shall be made until the work has been approved.

13) Liquidated Damages:

a. The contractor shall ensure the work is prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the contractor and the city, that the time for completion of the work described herein is a reasonable time for the completion of the same; taking into consideration the average climatic range prevailing in this locality. Days of inclement weather shall not count against the work schedule deadline.

b. If contractor shall neglect, fail or refuse to complete the work within the time herein specified, excluding days of inclement weather or any proper extension thereof granted by the city, then the contractor, as part consideration for awarding the bid, agrees to pay the city the amount \$150.00 not as a penalty but as liquidated damages for such breach as hereinafter set forth, for each and every business day (Monday through Friday) that the contractor shall be in default after the time stipulated in the contract for completing the work.

- 14) Breach of performance shall constitute grounds for the non-breaching party to terminate the agreement with thirty days notice to the other party. Otherwise, contract shall be for a one-year term.

SPECIFICATION COMPLIANCE

FAILURE TO COMPLETE THIS PAGE MAY RESULT IN BID REJECTION

BID NUMBER: CL25-028

BID TITLE: CONCRETE REPAIR

COMPANY: TE Construction

SUBMITTED BY: Thomas Espinoza
SIGNATURE OF AUTHORIZED AGENT

☐ Item(s) bid meets or exceeds all specifications.

☒ Item(s) bid **does not** meet all specifications as shown below.

List below all exceptions to the bid specifications. Attach additional pages if necessary.

Minimum \$3,000⁰⁰ per work order.

Labor + material for #4 rebar per stick - \$15⁵⁰

Labor + material for #3 rebar per stick - \$9⁵⁰

Additional page(s) to exceptions? ☐ Yes ☒ No

Bid Number: CL25-028
Bid Title: Concrete Repairs

Vendor

Name: TE Construction
(please complete above information)

Price Bid

(must be completed and returned with the bid)

Item	Description	Est Qty	Unit	Unit Price
1.	Concrete repairs			
a	Sidewalk repairs	----	per sy	\$ 100 ⁰⁰ / ₁₀
b	Driveway repairs	---	per sy	\$ 130 ⁰⁰ / ₁₀
c	Street repairs	----	per sy	\$ 140 ⁰⁰ / ₁₀
d	Curb/Gutter repairs		Per lf	\$ 45 ⁰⁰ / ₁₀

For any questions pertaining to the specifications, please place on the Bidnet Direct website.

Notes:

1. As per accompany specifications.
2. This is a requirements contract.
3. There are insurance requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.
5. WARRANTY:
 - a) The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract.
 - b) The vendor must also provide details, including prices, on any available extended or optional warranties.
 - c) The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.



TECONCR01C

LWALTERS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/24/2025

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
INSURICA
10 SW 2nd Street
Lawton, OK 73501

CONTACT NAME: Lorie Walters, CISR, CPIW

PHONE (A/C, No, Ext): (580) 585-4007

FAX (A/C, No): (580) 353-7184

E-MAIL ADDRESS: Lorie.Walters@INSURICA.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Property Casualty Company of America 25674

INSURER B: The Travelers Indemnity Company of Connecticut 25682

INSURER C: Travelers Casualty Insurance Company of America 19046

INSURER D:

INSURER E:

INSURER F:

INSURED

T E Concrete Construction Co
806 NE 75th
Lawton, OK 73507

COVERAGES

CERTIFICATE NUMBER:

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			680457K4038	9/5/2024	9/5/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA579W7325	9/5/2024	9/5/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UB4J838736	9/5/2024	9/5/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	☐ Inland Marine			680457K4038	9/5/2024	9/5/2025	Rented/Leased Equip 25,000

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

CERTIFICATE HOLDER

City of Lawton
License & Permit Center
212 SW 9th Room N103
Lawton, OK 73501

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

Contract: CL25-028 Concrete Repair
Vendor(s): AE Construction (Primary), TE Construction (Secondary), MTZ Construction (Tertiary)

CITY APPROVAL

Acceptance and entry into this agreement by and on behalf of the City of Lawton is made this _____ day of _____, 20_____.

The City of Lawton, Oklahoma
a Municipal Corporation

Stanley Booker, Mayor

ATTEST:

Donnalynn Blazek-Scherler, City Clerk

LEGAL REVIEW

APPROVED, as to form and legality on behalf of the City of Lawton on the _____
day of _____, 20_____.

Tim Wilson, Interim City Attorney

Item Title:

Consider awarding CL25-029 Waterline Fittings and Valves to three separate vendors. Line Item no.1 will be awarded to Pioneer Supply, Line Item no. 2 will be awarded to Core & Main LP, and all other line items will be awarded to Ferguson Enterprises, LLC.

Initiator: Willie Whisenhunt, Director

Information Source:**Background:**

On July 2, 2025, bids were opened for CL22-044 Waterline Fittings and Valves. Four bids were received, and it is recommended to award the contract to three separate vendors. Line Item no. 1 M.J. Resilient Seat Gate Valves with Accessories will be awarded to Pioneer Supply, LLC. Line Item no. 2 M.J. Butterfly Valves with Accessories will be awarded to Core & Main LP. All other line items will be awarded to Ferguson Enterprises, LLC. Contract expenditures are expected to be greater than \$75,000 per year.

Correlation to the True North Statement:

This contract directly supports infrastructure improvement by maintaining and upgrading the city's water delivery systems; ensures the long-term sustainability of water infrastructure, reducing leakage, breaks, and inefficiencies.

Exhibit:

Abstract, Vendors Bid documents

Key Issues:

Does Council wish to award CL25-029 Waterline Fittings and Valves to three separate vendors? Line Item no.1 will be awarded to Pioneer Supply, Line Item no. 2 will be awarded to Core & Main LP, and all other line items will be awarded to Ferguson Enterprises, LLC.

Funding Source:

Water Distribution Repair and Maintenance (7006505-51020)

Recommended Action:

Award CL25-029 Waterline Fittings & Valves to three separate vendors. Line Item no.1 will be awarded to Pioneer Supply, Line Item no. 2 will be awarded to Core & Main LP, and all other line items will be awarded to Ferguson Enterprises, LLC.

ATTACHMENTS:

1. ab21-034 Waterline Fittings & Valves
2. CL25-029 Waterline Fittings & Valves Bid Results
3. CITY APPROVAL-CL contracts

ABSTRACT OF BIDS

I certify that I have opened, read, and recorded herein all bids received and listed below:

Signature: _____

IFB/RFP Number CL25-029		Bidder Number 1	Bidder Number 2	Bidder Number 3	Bidder Number 4
IFB/RFP Title	Date Opened:	Core & Main LP 14701 E 116TH ST N Owasso OK 74055 918-586-7100 Fax 918-586-7101 leonawoodson@coreandmain.com Colton Brewer	Ferguson Enterprises, LLC 1501 S Central Ave Oklahoma City, OK 73129 405-672-3828 sean.abla@ferguson.com	Pioneer Supply, LLC 2008 Pole Road Moore, OK 73160 405-794-7705 kkendrick@pioneersupplyok.com Randall Lillard	Tulsa Winwater Co. 1801 S 49th W. Ave Tulsa, OK 74107 918-203-0183 Zach Wolfe
WATERLINE FITTINGS & VALVES	6/25/2025				
Number of Addenda Issued: NONE	Accountant Justine Guevara	Addenda Acknowledged N/A	Addenda Acknowledged N/A	Addenda Acknowledged N/A	Addenda Acknowledged N/A
Delivery Corporate Seal or Notary Affidavit of Payments...\$25,000 Certificate of insurance Enclosed		As Required Yes Yes Yes	As Required Yes Yes Yes	As Required Yes Yes Yes	As Required Yes Yes Yes

Item No.	Description of Bid Item	Est. Qty	Unit	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks
1	M.J. Resilient Seat Gate Valves with Accessories										
a	2"	2	ea	\$ 490.00		\$ 441.98		\$ 473.25		\$ 461.88	
b	3"	2	ea	\$ 710.00		\$ 659.47		\$ 651.75		\$ 705.58	
c	4"	6	ea	\$ 800.00		\$ 764.77		\$ 736.35		\$ 785.96	
d	6"	6	ea	\$ 1,050.00		\$ 971.48		\$ 943.90		\$ 991.11	
e	8"	6	ea	\$ 1,600.00		\$ 1,515.73		\$ 1,464.80		\$ 1,544.43	
f	10"	6	ea	\$ 2,500.00		\$ 2,394.40		\$ 2,272.60		\$ 2,429.64	
g	12"	6	ea	\$ 3,100.00		\$ 2,967.06		\$ 2,045.90		\$ 3,531.74	
2	M.J Butterfly Valves with Accessories										
a	8"	6	ea	\$ 1,375.00		\$ 1,587.26		\$ 1,775.00		\$ 1,839.52	
b	10"	6	ea	\$ 1,900.00		\$ 2,192.32		\$ 2,429.00		\$ 2,361.51	
c	12"	6	ea	\$ 2,260.00		\$ 2,605.06		\$ 2,915.00		\$ 2,846.85	
d	14"	6	ea	\$ 3,689.00		\$ 4,248.90		\$ 4,755.00		\$ 3,968.83	
e	16"	6	ea	\$ 4,350.00		\$ 5,032.32		\$ 5,631.00		\$ 4,324.80	
f	18"	4	ea	\$ 4,875.00		\$ 5,686.57		\$ 6,364.00		\$ 5,066.18	
g	20"	4	ea	\$ 6,570.00		\$ 7,660.49		\$ 8,572.00		\$ 5,794.20	
h	24"	4	ea	\$ 9,120.00		\$ 10,636.53		\$ 11,910.00		\$ 7,922.26	
i	30"	4	ea	\$ 17,200.00		\$ 19,249.71		\$ 21,545.00		\$ 24,088.66	
j	36"	4	ea	\$ 21,200.00		\$ 22,505.14		\$ 25,164.00		\$ 29,736.44	
3	Reducers, Plain end – Plain end with Accessories										

a	4" x 3"	2	ea	\$ 110.00		\$ 121.34		\$ 119.50		\$ 265.15	
b	6" x 3"	2	ea	\$ 150.00		\$ 153.30		\$ 168.30		\$ 319.72	
c	6" x 4"	5	ea	\$ 170.35		\$ 62.38		\$ 171.50		\$ 323.59	
d	8" x 4"	5	ea	\$ 192.75		\$ 177.57		\$ 225.50		\$ 405.70	
e	8" x 6"	5	ea	\$ 165.00		\$ 194.73		\$ 244.00		\$ 424.98	
f	10" x 6"	5	ea	\$ 265.00		\$ 245.04		\$ 313.00		\$ 534.70	
g	10" x 8"	5	ea	\$ 280.00		\$ 263.98		\$ 323.50		\$ 567.29	
4	Reducers, M.J. with Accessories										
a	4" x 3"	2	ea	\$ 130.00		\$ 171.68		\$ 129.00		\$ 285.79	
b	6" x 3"	2	ea	\$ 174.00		\$ 153.33		\$ 163.00		\$ 328.55	
c	6" x 4"	5	ea	\$ 160.00		\$ 198.91		\$ 153.50		\$ 320.97	
d	8" x 4"	5	ea	\$ 200.00		\$ 248.64		\$ 189.00		\$ 387.92	
e	8" x 6"	5	ea	\$ 221.85		\$ 275.87		\$ 207.00		\$ 408.84	
f	10" x 6"	5	ea	\$ 279.20		\$ 344.54		\$ 245.00		\$ 534.06	
g	10" x 8"	5	ea	\$ 297.30		\$ 367.63		\$ 281.00		\$ 577.74	
5	M.J 90° Bends with Accessories										
a	3"	2	ea	\$ 137.00		\$ 119.58		\$ 127.50		\$ 154.86	
b	4"	2	ea	\$ 160.00		\$ 139.12		\$ 148.00		\$ 169.26	
c	6"	4	ea	\$ 240.75		\$ 211.34		\$ 225.00		\$ 236.57	
d	8"	6	ea	\$ 315.00		\$ 278.83		\$ 298.50		\$ 326.04	
e	10"	6	ea	\$ 475.00		\$ 428.60		\$ 459.50		\$ 515.14	
f	12"	6	ea	\$ 595.00		\$ 538.12		\$ 578.50		\$ 634.08	
6	M.J. 45° Bends with Accessories										
a	3"	1	ea	\$ 120.00		\$ 112.48		\$ 119.50		\$ 147.54	
b	4"	2	ea	\$ 144.00		\$ 125.50		\$ 133.00		\$ 155.22	
c	6"	4	ea	\$ 210.00		\$ 185.88		\$ 197.00		\$ 210.32	
d	8"	6	ea	\$ 274.00		\$ 243.90		\$ 260.50		\$ 290.02	
e	10"	6	ea	\$ 410.00		\$ 350.46		\$ 374.50		\$ 434.55	
f	12"	6	ea	\$ 530.00		\$ 467.08		\$ 501.00		\$ 560.81	
7	M.J 22 1/2 ° Bends with Accessories										
a	3"	2	ea	\$ 94.65		\$ 87.02		\$ 92.00		\$ 121.28	
b	4"	2	ea	\$ 136.00		\$ 121.36		\$ 128.50		\$ 150.95	
c	6"	4	ea	\$ 198.00		\$ 175.82		\$ 186.00		\$ 199.94	
d	8"	4	ea	\$ 270.00		\$ 239.76		\$ 256.00		\$ 285.75	
e	10"	4	ea	\$ 395.00		\$ 349.87		\$ 373.50		\$ 433.94	
f	12"	4	ea	\$ 485.00		\$ 423.87		\$ 454.00		\$ 516.24	
8	M.J. 11 1/4 ° Bends with Accessories										
a	3"	2	ea	\$ 104.00		\$ 93.54		\$ 99.00		\$ 128.00	
b	4"	2	ea	\$ 130.00		\$ 118.99		\$ 135.00		\$ 148.50	
c	6"	4	ea	\$ 201.05		\$ 180.56		\$ 191.50		\$ 204.83	
d	8"	4	ea	\$ 251.10		\$ 225.55		\$ 240.50		\$ 271.10	
e	10"	4	ea	\$ 388.00		\$ 348.68		\$ 372.50		\$ 432.72	
f	12"	4	ea	\$ 465.00		\$ 405.52		\$ 434.00		\$ 497.32	
9	M.J., D.I. Tees with Accessories										

a	4" x 3"	2	ea	\$ 230.00		\$ 201.28		\$ 214.50		\$ 279.82	
b	6" x 3"	2	ea	\$ 280.00		\$ 246.86		\$ 262.50		\$ 322.17	
c	8" x 3"	2	ea	\$ 385.00		\$ 341.58		\$ 286.50		\$ 453.82	
d	10" x 3"	2	ea	\$ 510.00		\$ 449.32		\$ 480.50		\$ 593.19	
e	12" x 3"	2	ea	\$ 645.00		\$ 562.99		\$ 604.00		\$ 775.71	
f	4" x 4"	4	ea	\$ 220.00		\$ 192.99		\$ 205.00		\$ 268.84	
g	6" x 4"	4	ea	\$ 320.00		\$ 284.16		\$ 302.50		\$ 358.20	
h	6" x 6"	4	ea	\$ 360.00		\$ 307.84		\$ 327.50		\$ 380.30	
i	8" x 4"	4	ea	\$ 365.00		\$ 321.45		\$ 343.00		\$ 430.64	
j	8" x 6"	4	ea	\$ 415.00		\$ 362.30		\$ 387.00		\$ 470.43	
k	8" x 8"	4	ea	\$ 468.00		\$ 416.17		\$ 445.50		\$ 542.98	
l	10" x 4"	2	ea	\$ 525.00		\$ 467.67		\$ 500.50		\$ 609.69	
m	10" x 6"	4	ea	\$ 527.35		\$ 468.27		\$ 500.00		\$ 607.97	
n	10" x 8"	4	ea	\$ 530.00		\$ 524.51		\$ 561.50		\$ 682.95	
o	10" x 10"	4	ea	\$ 684.00		\$ 593.77		\$ 635.00		\$ 768.51	
p	12" x 4"	4	ea	\$ 611.00		\$ 542.86		\$ 582.00		\$ 752.52	
q	12" x 6"	4	ea	\$ 620.00		\$ 552.93		\$ 592.00		\$ 760.58	
r	12" x 8"	4	ea	\$ 690.00		\$ 615.68		\$ 660.50		\$ 842.28	
s	12" x 10"	4	ea	\$ 855.00		\$ 761.90		\$ 818.50		\$ 1,007.20	
t	12" x 12"	4	ea	\$ 860.00		\$ 761.31		\$ 817.50		\$ 1,039.24	
10 Transition Gaskets											
a	6"	10	ea	\$ 9.55		\$ 8.88		\$ 9.64		\$ 9.89	
b	8"	10	ea	\$ 13.35		\$ 12.41		\$ 13.50		\$ 13.84	
c	10"	10	ea	\$ 15.90		\$ 14.80		\$ 16.10		\$ 16.48	
d	12"	10	ea	\$ 17.00		\$ 16.01		\$ 17.40		\$ 17.80	
11 Tee Bolts											
a	5/8" x 3"	60	ea	\$ 2.40		\$ 2.36		\$ 2.58		\$ 11.60	
b	3/4 " x 3 1/2"	150	ea	\$ 3.00		\$ 2.95		\$ 3.23		\$ 12.96	
c	3/4 " x 4"	250	ea	\$ 3.00		\$ 2.95		\$ 3.23		\$ 12.96	
d	3/4 " x 4 1/2"	250	ea	\$ 3.80		\$ 3.55		\$ 3.87		\$ 14.33	
e	3/4 " x 5"	250	ea	\$ 3.80		\$ 3.55		\$ 3.87		\$ 15.01	
f	1" x 6"	250	ea	\$ 9.00		\$ 8.28		\$ 9.02		\$ 37.53	
g	1 1/4 " x 6"	250	ea	\$ 13.50		\$ 8.28		\$ 30.00		\$ 56.64	
12 Bell Clamps for Lead Joints											
a	4"	15	ea	\$ 215.00		\$ 135.82		\$ 126.50		\$ 169.62	
b	6"	15	ea	\$ 260.00		\$ 149.58		\$ 170.00		\$ 186.80	
c	8"	15	ea	\$ 330.00		\$ 206.68		\$ 147.50		\$ 258.11	
d	10"	15	ea	\$ 445.00		\$ 259.70		\$ 200.50		\$ 324.33	
13 Solid Sleeves (long) with Accessories											
a	4"	10	ea	\$ 149.40		\$ 129.64		\$ 137.50		\$ 133.01	
b	6"	26	ea	\$ 230.00		\$ 198.91		\$ 211.50		\$ 193.44	
c	8"	26	ea	\$ 310.00		\$ 280.60		\$ 300.50		\$ 292.16	
d	10"	26	ea	\$ 395.00		\$ 355.79		\$ 380.00		\$ 394.04	
e	12"	26	ea	\$ 474.00		\$ 440.44		\$ 472.00		\$ 484.48	

f	14"	26	ea	\$ 734.00		\$ 667.18		\$ 715.00		\$ 737.07	
g	16"	26	ea	\$ 865.00		\$ 806.30		\$ 861.50		\$ 936.73	
h	18"	20	ea	\$ 1,177.00		\$ 1,057.90		\$ 1,136.00		\$ 1,195.02	
i	20"	20	ea	\$ 1,440.00		\$ 1,321.93		\$ 1,418.00		\$ 1,447.05	
j	24"	20	ea	\$ 1,900.00		\$ 1,768.89		\$ 1,902.00		\$ 1,831.25	
k	30"	20	ea	\$ 3,860.20		\$ 3,546.08		\$ 3,808.00		\$ 3,886.96	
l	36"	20	ea	\$ 5,400.00		\$ 5,027.26		\$ 5,396.00		\$ 5,267.20	
14	Adapters, Solid x Swivel										
a	6" x 13"	5	ea	\$ 240.00		\$ 218.44		\$ 237.50		\$ 283.28	
b	6" x 18"	5	ea	\$ 265.00		\$ 240.94		\$ 262.00		\$ 306.48	
c	6" x 24"	5	ea	\$ 353.00		\$ 325.00		\$ 353.50		\$ 393.18	
d	6" x 30"	5	ea	\$ 580.00		NO BID		\$ 449.00		NO BID	
e	8" x 13"	5	ea	\$ 304.80		\$ 280.00		\$ 304.50		\$ 356.01	
f	10" x 13"	5	ea	\$ 541.30		\$ 496.62		\$ 541.00		\$ 599.84	
g	12" x 13"	5	ea	\$ 800.00		\$ 736.44		\$ 801.50		\$ 850.45	
15	Swivel Tees with Accessories										
a	6" x 6"	15	ea	\$ 340.00		\$ 320.02		\$ 319.50		\$ 392.93	
b	8" x 6"	15	ea	\$ 410.00		\$ 385.23		\$ 390.00		\$ 497.93	
c	8" x 8"	15	ea	\$ 575.00		\$ 529.94		\$ 544.50		\$ 647.55	
d	10" x 6"	15	ea	\$ 545.00		\$ 495.34		\$ 507.50		\$ 698.05	
e	10" x 8"	15	ea	\$ 630.00		\$ 612.82		\$ 632.50		\$ 819.87	
f	12" x 6"	15	ea	\$ 585.00		\$ 549.89		\$ 563.50		\$ 762.33	
g	12" x 8"	15	ea	\$ 815.00		\$ 746.61		\$ 778.00		\$ 968.13	
h	14" x 6"	5	ea	\$ 1,200.00		\$ 1,153.64		\$ 1,220.50		\$ 1,491.65	
i	16" x 6"	5	ea	\$ 995.00		\$ 936.38		\$ 979.00		\$ 1,398.59	
j	16" x 8"	5	ea	\$ 2,200.00		\$ 1,991.59		\$ 2,216.50		\$ 2,563.20	
k	18" x 6"	5	ea	\$ 1,650.00		\$ 1,557.39		\$ 1,655.50		\$ 2,097.01	
l	20" x 6"	5	ea	\$ 1,730.00		\$ 1,646.78		\$ 1,747.00		\$ 2,254.89	
m	20" x 8"	5	ea	\$ 2,250.00		NO BID		\$ 1,850.50		NO BID	
n	24" x 6"	5	ea	\$ 2,560.00		\$ 2,354.81		\$ 2,515.50		\$ 2,980.99	
o	24" x 8"	5	ea	\$ 2,875.00		NO BID		\$ 2,467.00		NO BID	
16	M.J. x M.J. Offsets with Accessories										
a	4" x 12"	2	ea	\$ 244.80		\$ 224.96		\$ 241.50		\$ 389.84	
b	6" x 12"	2	ea	\$ 402.00		\$ 365.26		\$ 392.50		\$ 520.27	
c	6" x 18"	2	ea	\$ 470.00		\$ 429.20		\$ 462.00		\$ 865.16	
d	6" x 24"	2	ea	\$ 569.00		\$ 522.73		\$ 564.00		\$ 1,139.76	
e	8" x 6"	2	ea	\$ 435.00		\$ 403.74		\$ 434.50		\$ 480.18	
f	8" x 12"	2	ea	\$ 544.80		\$ 494.91		\$ 533.50		\$ 665.40	
g	8" x 18"	2	ea	\$ 648.00		\$ 596.14		\$ 644.00		\$ 1,047.58	
h	10" x 6"	2	ea	\$ 628.30		\$ 577.20		\$ 621.00		\$ 679.50	
i	10" x 12"	2	ea	\$ 791.50		\$ 719.87		\$ 776.50		\$ 916.21	
j	10" x 18"	2	ea	\$ 908.60		\$ 834.72		\$ 901.50		\$ 1,311.99	
k	12" x 6"	2	ea	\$ 839.90		\$ 769.01		\$ 829.50		\$ 875.37	
l	12" x 12"	2	ea	\$ 917.00		\$ 839.85		\$ 907.00		\$ 1,040.47	

m	12" x 18"	2	ea	\$ 1,075.00		\$ 989.82		\$ 1,070.00		\$ 1,471.18	
n	12" x 24"	2	ea	\$ 1,465.00		\$ 1,345.61		\$ 1,457.50		\$ 2,007.96	
o	12" x 30"	2	ea	\$ 1,400.00		\$ 1,285.82		\$ 1,326.00		\$ 2,692.32	
17	Swivel x Swivel Ells, 90°										
a	6"	10	ea	\$ 268.80		\$ 255.15		\$ 277.50		\$ 313.08	
b	8"	10	ea	\$ 413.00		\$ 380.51		\$ 210.50		\$ 260.70	
18	Swivel Gland Assemblies										
a	4"	10	ea	\$ 55.00		\$ 50.89		\$ 55.50		\$ 79.92	
b	6"	10	ea	\$ 61.25		\$ 56.22		\$ 61.25		\$ 88.89	
c	8"	10	ea	\$ 73.45		\$ 67.46		\$ 73.50		\$ 105.48	
d	10"	10	ea	\$ 195.00		NO BID		\$ 102.70		\$ 143.93	
e	12"	10	ea	\$ 210.00		\$ 174.00		\$ 189.50		\$ 230.83	
19	Complete Valve Box, #70	150	ea	\$ 62.00		\$ 51.02		\$ 62.15		\$ 57.65	
20	6" Cast Iron Mushroom Lids	100	ea	\$ 25.80		\$ 23.98		\$ 21.85		\$ 21.36	
21	M.J Glands										
a	3"	4	ea	\$ 9.00		\$ 8.28		\$ 9.00		\$ 9.23	
b	4"	10	ea	\$ 14.15		\$ 13.02		\$ 14.20		\$ 14.50	
c	6"	30	ea	\$ 16.75		\$ 15.38		\$ 16.75		\$ 17.14	
d	8"	30	ea	\$ 73.00		\$ 23.68		\$ 21.25		\$ 21.75	
e	10"	30	ea	\$ 32.00		\$ 29.59		\$ 32.25		\$ 32.95	
f	12"	30	ea	\$ 32.85		\$ 30.18		\$ 32.75		\$ 33.61	
g	14"	30	ea	\$ 52.20		\$ 47.93		\$ 52.25		\$ 53.39	
h	16"	30	ea	\$ 52.20		\$ 47.93		\$ 52.25		\$ 53.39	
i	18"	20	ea	\$ 83.00		\$ 78.12		\$ 85.00		\$ 87.00	
j	20"	20	ea	\$ 118.00		\$ 111.26		\$ 121.00		\$ 123.91	
k	24"	20	ea	\$ 170.00		\$ 165.12		\$ 180.00		\$ 183.89	
l	30"	20	ea	\$ 247.00		\$ 240.28		\$ 261.50		\$ 267.59	
m	36"	20	ea	\$ 435.00		\$ 411.32		\$ 448.00		\$ 458.07	
n	42"	10	ea	\$ 645.00		\$ 644.51		\$ 702.00		\$ 717.75	
22	M.J. Gaskets										
a	3"	4	ea	\$ 8.45		\$ 7.69		\$ 8.40		\$ 8.77	
b	4"	10	ea	\$ 8.45		\$ 7.69		\$ 8.40		\$ 8.77	
c	6"	30	ea	\$ 8.45		\$ 7.69		\$ 8.40		\$ 8.77	
d	8"	30	ea	\$ 9.00		\$ 8.28		\$ 9.05		\$ 9.44	
e	10"	30	ea	\$ 12.20		\$ 11.24		\$ 12.25		\$ 12.81	
f	12"	30	ea	\$ 13.50		\$ 12.42		\$ 13.50		\$ 14.16	
g	14"	30	ea	\$ 23.00		\$ 21.30		\$ 23.25		\$ 24.28	
h	16"	30	ea	\$ 23.00		\$ 21.30		\$ 23.25		\$ 24.28	
i	18"	20	ea	\$ 25.00		\$ 23.08		\$ 25.15		\$ 26.30	
j	20"	20	ea	\$ 27.00		\$ 24.85		\$ 27.05		\$ 28.33	
k	24"	20	ea	\$ 34.00		\$ 31.36		\$ 34.15		\$ 35.74	
l	30"	20	ea	\$ 79.00		\$ 72.79		\$ 79.25		\$ 82.95	
m	36"	20	ea	\$ 90.00		\$ 82.85		\$ 90.25		\$ 94.42	
n	42"	10	ea	\$ 185.00		\$ 172.22		\$ 187.50		\$ 196.26	

23	M.J Gland Packs										
a	3"	4	ea	\$ 24.35		\$ 21.90		\$ 23.85		\$ 24.11	
b	4"	10	ea	\$ 31.00		\$ 28.41		\$ 30.95		\$ 31.31	
c	6"	30	ea	\$ 42.00		\$ 38.48		\$ 41.90		\$ 42.36	
d	8"	30	ea	\$ 47.45		\$ 42.64		\$ 46.40		\$ 46.92	
e	10"	30	ea	\$ 63.00		\$ 60.97		\$ 66.40		\$ 67.12	
f	12"	30	ea	\$ 68.00		\$ 62.75		\$ 68.30		\$ 69.08	
g	14"	30	ea	\$ 104.00		\$ 95.90		\$ 104.40		\$ 105.57	
h	16"	30	ea	\$ 110.00		\$ 102.41		\$ 111.50		\$ 112.74	
i	18"	20	ea	\$ 144.80		\$ 132.60		\$ 144.25		\$ 145.98	
j	20"	20	ea	\$ 198.00		\$ 182.33		\$ 198.50		\$ 200.72	
k	24"	20	ea	\$ 270.00		\$ 254.56		\$ 277.00		\$ 280.22	
l	30"	20	ea	\$ 494.00		\$ 454.06		\$ 494.25		\$ 499.84	
m	36"	20	ea	\$ 720.00		\$ 662.44		\$ 721.00		\$ 729.24	
n	42"	10	ea	\$ 1,237.00		\$ 1,137.23		\$ 1,238.00		\$ 1,251.89	



CITY OF LAWTON

FINANCE DEPARTMENT

MEMORANDUM

To: Ely Vargas-Fred, Water Distribution – Superintendent

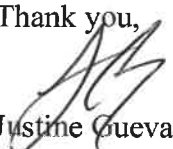
From: Justine Guevara, Accountant – Financial Services

Subject: **CL25-029 Waterline Fittings & Valves**

Enclosed please find the bids for CL25-029 Waterline Fittings & Valves following the bid opening on Tuesday, June 25, 2025.

Please, review the bids and send us your vendor recommendation for this contract. Please, let me know if you have any questions.

Thank you,


Justine Guevara
Financial Services

ABSTRACT OF BIDS

I certify that I have opened, read, and recorded herein all bids received and listed below:

Signature: *Justine Guevara*

IFB/RFP Number CL25-029		Bidder Number 1		Bidder Number 2		Bidder Number 3		Bidder Number 4	
IFB/RFP Title WATERLINE FITTINGS & VALVES		Date Opened: 6/25/2025		Ferguson Enterprises, LLC 1501 S Central Ave Oklahoma City, OK 73129 405-672-3828 sean.abla@ferguson.com		Pioneer Supply, LLC 2008 Pole Road Moore, OK 73160 405-794-7705 kkendrick@pioneersupplyok.com Randall Lillard		Tulsa Winwater Co. 1801 S 49th W. Ave Tulsa, OK 74107 918-203-0183 Zach Wolfe	
Number of Addenda Issued: NONE		Accountant Justine Guevara		Addenda Acknowledged N/A		Addenda Acknowledged N/A		Addenda Acknowledged N/A	
Delivery Corporate Seal or Notary Affidavit of Payments...\$25,000 Certificate of Insurance Enclosed		As Required Yes Yes Yes		As Required Yes Yes Yes		As Required Yes Yes Yes		As Required Yes Yes Yes	
Item No.	Description of Bid Item	Est. Qty	Unit	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks
1	M.J. Resilient Seat Gate Valves with Accessories								
	a 2"	2	ea	\$ 490.00		\$ 441.98		\$ 473.25	\$ 461.88
	b 3"	2	ea	\$ 710.00		\$ 659.47		\$ 651.75	\$ 705.58
	c 4"	6	ea	\$ 800.00		\$ 764.77		\$ 736.35	\$ 785.96
	d 6"	6	ea	\$ 1,050.00		\$ 971.48		\$ 943.90	\$ 991.11
	e 8"	6	ea	\$ 1,600.00		\$ 1,515.73		\$ 1,464.80	\$ 1,544.43
	f 10"	6	ea	\$ 2,500.00		\$ 2,394.40		\$ 2,272.60	\$ 2,429.64
	g 12"	6	ea	\$ 3,100.00		\$ 2,967.06		\$ 2,045.90	\$ 3,531.74
2	M.J Butterfly Valves with Accessories								
	a 8"	6	ea	\$ 1,375.00		\$ 1,587.26		\$ 1,775.00	\$ 1,839.52
	b 10"	6	ea	\$ 1,900.00		\$ 2,192.32		\$ 2,429.00	\$ 2,361.51
	c 12"	6	ea	\$ 2,260.00		\$ 2,605.06		\$ 2,915.00	\$ 2,846.85
	d 14"	6	ea	\$ 3,689.00		\$ 4,248.90		\$ 4,755.00	\$ 3,968.83
	e 16"	6	ea	\$ 4,350.00		\$ 5,032.32		\$ 5,631.00	\$ 4,324.80
	f 18"	4	ea	\$ 4,875.00		\$ 5,686.57		\$ 6,364.00	\$ 5,066.18
	g 20"	4	ea	\$ 6,570.00		\$ 7,660.49		\$ 8,572.00	\$ 5,794.20
	h 24"	4	ea	\$ 9,120.00		\$ 10,636.53		\$ 11,910.00	\$ 7,922.26
	i 30"	4	ea	\$ 17,200.00		\$ 19,249.71		\$ 21,545.00	\$ 24,088.66
	j 36"	4	ea	\$ 21,200.00		\$ 22,505.14		\$ 25,164.00	\$ 29,736.44
3	Reducers, Plain end – Plain end with Accessories								

a	4" x 3"	2	ea	\$	110.00		\$	121.34		\$	119.50		\$	265.15
b	6" x 3"	2	ea	\$	150.00		\$	153.30		\$	168.30		\$	319.72
c	6" x 4"	5	ea	\$	170.35		\$	62.38		\$	171.50		\$	323.59
d	8" x 4"	5	ea	\$	192.75		\$	177.57		\$	225.50		\$	405.70
e	8" x 6"	5	ea	\$	165.00		\$	194.73		\$	244.00		\$	424.98
f	10" x 6"	5	ea	\$	265.00		\$	245.04		\$	313.00		\$	534.70
g	10" x 8"	5	ea	\$	280.00		\$	263.98		\$	323.50		\$	567.29
4 Reducers, M.J. with Accessories														
a	4" x 3"	2	ea	\$	130.00		\$	171.68		\$	129.00		\$	285.79
b	6" x 3"	2	ea	\$	174.00		\$	153.33		\$	163.00		\$	328.55
c	6" x 4"	5	ea	\$	160.00		\$	198.91		\$	153.50		\$	320.97
d	8" x 4"	5	ea	\$	200.00		\$	248.64		\$	189.00		\$	387.92
e	8" x 6"	5	ea	\$	221.85		\$	275.87		\$	207.00		\$	408.84
f	10" x 6"	5	ea	\$	279.20		\$	344.54		\$	245.00		\$	534.06
g	10" x 8"	5	ea	\$	297.30		\$	367.63		\$	281.00		\$	577.74
5 M.J. 90° Bends with Accessories														
a	3"	2	ea	\$	137.00		\$	119.58		\$	127.50		\$	154.86
b	4"	2	ea	\$	160.00		\$	139.12		\$	148.00		\$	169.26
c	6"	4	ea	\$	240.75		\$	211.34		\$	225.00		\$	236.57
d	8"	6	ea	\$	315.00		\$	278.83		\$	298.50		\$	326.04
e	10"	6	ea	\$	475.00		\$	428.60		\$	459.50		\$	515.14
f	12"	6	ea	\$	595.00		\$	538.12		\$	578.50		\$	634.08
6 M.J. 45° Bends with Accessories														
a	3"	1	ea	\$	120.00		\$	112.48		\$	119.50		\$	147.54
b	4"	2	ea	\$	144.00		\$	125.50		\$	133.00		\$	155.22
c	6"	4	ea	\$	210.00		\$	185.88		\$	197.00		\$	210.32
d	8"	6	ea	\$	274.00		\$	243.90		\$	260.50		\$	290.02
e	10"	6	ea	\$	410.00		\$	350.46		\$	374.50		\$	434.55
f	12"	6	ea	\$	530.00		\$	467.08		\$	501.00		\$	560.81
7 M.J. 22 1/2° Bends with Accessories														
a	3"	2	ea	\$	94.65		\$	87.02		\$	92.00		\$	121.28
b	4"	2	ea	\$	136.00		\$	121.36		\$	128.50		\$	150.95
c	6"	4	ea	\$	198.00		\$	175.82		\$	186.00		\$	199.94
d	8"	4	ea	\$	270.00		\$	239.76		\$	256.00		\$	285.75
e	10"	4	ea	\$	395.00		\$	349.87		\$	373.50		\$	433.94
f	12"	4	ea	\$	485.00		\$	423.87		\$	454.00		\$	516.24
8 M.J. 11 1/4° Bends with Accessories														
a	3"	2	ea	\$	104.00		\$	93.54		\$	99.00		\$	128.00
b	4"	2	ea	\$	130.00		\$	118.99		\$	135.00		\$	148.50
c	6"	4	ea	\$	201.05		\$	180.56		\$	191.50		\$	204.83
d	8"	4	ea	\$	251.10		\$	225.55		\$	240.50		\$	271.10
e	10"	4	ea	\$	388.00		\$	348.68		\$	372.50		\$	432.72
f	12"	4	ea	\$	465.00		\$	405.52		\$	434.00		\$	497.32
9 M.J., D.I. Tees with Accessories														

a	4" x 3"	2	ea	\$	230.00		\$	201.28		\$	214.50		\$	279.82
b	6" x 3"	2	ea	\$	280.00		\$	246.86		\$	262.50		\$	322.17
c	8" x 3"	2	ea	\$	385.00		\$	341.58		\$	286.50		\$	453.82
d	10" x 3"	2	ea	\$	510.00		\$	449.32		\$	480.50		\$	593.19
e	12" x 3"	2	ea	\$	645.00		\$	562.99		\$	604.00		\$	775.71
f	4" x 4"	4	ea	\$	220.00		\$	192.99		\$	205.00		\$	268.84
g	6" x 4"	4	ea	\$	320.00		\$	284.16		\$	302.50		\$	358.20
h	8" x 4"	4	ea	\$	360.00		\$	307.84		\$	327.50		\$	380.30
i	10" x 4"	4	ea	\$	365.00		\$	321.45		\$	343.00		\$	430.64
j	12" x 4"	4	ea	\$	415.00		\$	362.30		\$	387.00		\$	470.43
k	8" x 8"	4	ea	\$	468.00		\$	416.17		\$	445.50		\$	542.98
l	10" x 4"	2	ea	\$	525.00		\$	467.67		\$	500.50		\$	609.69
m	10" x 6"	4	ea	\$	527.35		\$	468.27		\$	500.00		\$	607.97
n	10" x 8"	4	ea	\$	530.00		\$	524.51		\$	561.50		\$	682.95
o	10" x 10"	4	ea	\$	684.00		\$	593.77		\$	635.00		\$	768.51
p	12" x 4"	4	ea	\$	611.00		\$	542.86		\$	582.00		\$	752.52
q	12" x 6"	4	ea	\$	620.00		\$	552.93		\$	592.00		\$	760.58
r	12" x 8"	4	ea	\$	690.00		\$	615.68		\$	660.50		\$	842.28
s	12" x 10"	4	ea	\$	855.00		\$	761.90		\$	818.50		\$	1,007.20
t	12" x 12"	4	ea	\$	860.00		\$	761.31		\$	817.50		\$	1,039.24
10 Transition Gaskets														
a	6"	10	ea	\$	9.55		\$	8.88		\$	9.64		\$	9.89
b	8"	10	ea	\$	13.35		\$	12.41		\$	13.50		\$	13.84
c	10"	10	ea	\$	15.90		\$	14.80		\$	16.10		\$	16.48
d	12"	10	ea	\$	17.00		\$	16.01		\$	17.40		\$	17.80
11 Tee Bolts														
a	5/8" x 3"	60	ea	\$	2.40		\$	2.36		\$	2.58		\$	11.60
b	3/4 " x 3 1/2"	150	ea	\$	3.00		\$	2.95		\$	3.23		\$	12.96
c	3/4 " x 4"	250	ea	\$	3.00		\$	2.95		\$	3.23		\$	12.96
d	3/4 " x 4 1/2"	250	ea	\$	3.80		\$	3.55		\$	3.87		\$	14.33
e	3/4 " x 5"	250	ea	\$	3.80		\$	3.55		\$	3.87		\$	15.01
f	1" x 6"	250	ea	\$	9.00		\$	8.28		\$	9.02		\$	37.53
g	1 1/4 " x 6"	250	ea	\$	13.50		\$	8.28		\$	30.00		\$	56.64
12 Bell Clamps for Lead Joints														
a	4"	15	ea	\$	215.00		\$	135.82		\$	126.50		\$	169.62
b	6"	15	ea	\$	260.00		\$	149.58		\$	170.00		\$	186.80
c	8"	15	ea	\$	330.00		\$	206.68		\$	147.50		\$	258.11
d	10"	15	ea	\$	445.00		\$	259.70		\$	200.50		\$	324.33
13 Solid Sleeves (long) with Accessories														
a	4"	10	ea	\$	149.40		\$	129.64		\$	137.50		\$	133.01
b	6"	26	ea	\$	230.00		\$	198.91		\$	211.50		\$	193.44
c	8"	26	ea	\$	310.00		\$	280.60		\$	300.50		\$	292.16
d	10"	26	ea	\$	395.00		\$	355.79		\$	380.00		\$	394.04
e	12"	26	ea	\$	474.00		\$	440.44		\$	472.00		\$	484.48

f 14"		26	ea	\$ 734.00		\$ 667.18	\$ 715.00	\$ 737.07
g 16"		26	ea	\$ 865.00		\$ 806.30	\$ 861.50	\$ 936.73
h 18"		20	ea	\$ 1,177.00		\$ 1,057.90	\$ 1,136.00	\$ 1,195.02
i 20"		20	ea	\$ 1,440.00		\$ 1,321.93	\$ 1,418.00	\$ 1,447.05
j 24"		20	ea	\$ 1,900.00		\$ 1,768.89	\$ 1,902.00	\$ 1,831.25
k 30"		20	ea	\$ 3,860.20		\$ 3,546.08	\$ 3,808.00	\$ 3,886.96
l 36"		20	ea	\$ 5,400.00		\$ 5,027.26	\$ 5,396.00	\$ 5,267.20
14 Adapters, Solid x Swivel								
a 6" x 13"		5	ea	\$ 240.00		\$ 218.44	\$ 237.50	\$ 283.28
b 6" x 18"		5	ea	\$ 265.00		\$ 240.94	\$ 262.00	\$ 306.48
c 6" x 24"		5	ea	\$ 353.00		\$ 325.00	\$ 353.50	\$ 393.18
d 6" x 30"		5	ea	\$ 580.00		NO BID	\$ 449.00	NO BID
e 8" x 13"		5	ea	\$ 304.80		\$ 280.00	\$ 304.50	\$ 356.01
f 10" x 13"		5	ea	\$ 541.30		\$ 496.62	\$ 541.00	\$ 599.84
g 12" x 13"		5	ea	\$ 800.00		\$ 736.44	\$ 801.50	\$ 850.45
15 Swivel Tees with Accessories								
a 6" x 6"		15	ea	\$ 340.00		\$ 320.02	\$ 319.50	\$ 392.93
b 8" x 6"		15	ea	\$ 410.00		\$ 385.23	\$ 390.00	\$ 497.93
c 8" x 8"		15	ea	\$ 575.00		\$ 529.94	\$ 544.50	\$ 647.55
d 10" x 6"		15	ea	\$ 545.00		\$ 495.34	\$ 507.50	\$ 698.05
e 10" x 8"		15	ea	\$ 630.00		\$ 612.82	\$ 632.50	\$ 819.87
f 12" x 6"		15	ea	\$ 585.00		\$ 549.89	\$ 563.50	\$ 762.33
g 12" x 8"		15	ea	\$ 815.00		\$ 746.61	\$ 778.00	\$ 968.13
h 14" x 6"		5	ea	\$ 1,200.00		\$ 1,153.64	\$ 1,220.50	\$ 1,491.65
i 16" x 6"		5	ea	\$ 995.00		\$ 936.38	\$ 979.00	\$ 1,398.59
j 16" x 8"		5	ea	\$ 2,200.00		\$ 1,991.59	\$ 2,216.50	\$ 2,563.20
k 18" x 6"		5	ea	\$ 1,650.00		\$ 1,557.39	\$ 1,655.50	\$ 2,097.01
l 20" x 6"		5	ea	\$ 1,730.00		\$ 1,646.78	\$ 1,747.00	\$ 2,254.89
m 20" x 8"		5	ea	\$ 2,250.00		NO BID	\$ 1,850.50	NO BID
n 24" x 6"		5	ea	\$ 2,560.00		\$ 2,354.81	\$ 2,515.50	\$ 2,980.99
o 24" x 8"		5	ea	\$ 2,875.00		NO BID	\$ 2,467.00	NO BID
16 M.J. x M.J. Offsets with Accessories								
a 4" x 12"		2	ea	\$ 244.80		\$ 224.96	\$ 241.50	\$ 389.84
b 6" x 12"		2	ea	\$ 402.00		\$ 365.26	\$ 392.50	\$ 520.27
c 6" x 18"		2	ea	\$ 470.00		\$ 429.20	\$ 462.00	\$ 865.16
d 6" x 24"		2	ea	\$ 569.00		\$ 522.73	\$ 564.00	\$ 1,139.76
e 8" x 6"		2	ea	\$ 435.00		\$ 403.74	\$ 434.50	\$ 480.18
f 8" x 12"		2	ea	\$ 544.80		\$ 494.91	\$ 533.50	\$ 665.40
g 8" x 18"		2	ea	\$ 648.00		\$ 596.14	\$ 644.00	\$ 1,047.58
h 10" x 6"		2	ea	\$ 628.30		\$ 577.20	\$ 621.00	\$ 679.50
i 10" x 12"		2	ea	\$ 791.50		\$ 719.87	\$ 776.50	\$ 916.21
j 10" x 18"		2	ea	\$ 908.60		\$ 834.72	\$ 901.50	\$ 1,311.99
k 12" x 6"		2	ea	\$ 839.90		\$ 769.01	\$ 829.50	\$ 875.37
l 12" x 12"		2	ea	\$ 917.00		\$ 839.85	\$ 907.00	\$ 1,040.47

m	12" x 18"	2	ea	\$	1,075.00		\$	989.82		\$	1,070.00		\$	1,471.18
n	12" x 24"	2	ea	\$	1,465.00		\$	1,345.61		\$	1,457.50		\$	2,007.96
o	12" x 30"	2	ea	\$	1,400.00		\$	1,285.82		\$	1,326.00		\$	2,692.32
17 Swivel x Swivel Ells, 90°														
a	6"	10	ea	\$	268.80		\$	255.15		\$	277.50		\$	313.08
b	8"	10	ea	\$	413.00		\$	380.51		\$	210.50		\$	260.70
18 Swivel Gland Assemblies														
a	4"	10	ea	\$	55.00		\$	50.89		\$	55.50		\$	79.92
b	6"	10	ea	\$	61.25		\$	56.22		\$	61.25		\$	88.89
c	8"	10	ea	\$	73.45		\$	67.46		\$	73.50		\$	105.48
d	10"	10	ea	\$	195.00		NO BID			\$	102.70		\$	143.93
e	12"	10	ea	\$	210.00		\$	174.00		\$	189.50		\$	230.83
19 Complete Valve Box, #70														
20	6" Cast Iron Mushroom Lids	150	ea	\$	62.00		\$	51.02		\$	62.15		\$	57.65
21	M.J. Glands	100	ea	\$	25.80		\$	23.98		\$	21.85		\$	21.36
21 M.J. Glands														
a	3"	4	ea	\$	9.00		\$	8.28		\$	9.00		\$	9.23
b	4"	10	ea	\$	14.15		\$	13.02		\$	14.20		\$	14.50
c	6"	30	ea	\$	16.75		\$	15.38		\$	16.75		\$	17.14
d	8"	30	ea	\$	73.00		\$	23.68		\$	21.25		\$	21.75
e	10"	30	ea	\$	32.00		\$	29.59		\$	32.25		\$	32.95
f	12"	30	ea	\$	32.85		\$	30.18		\$	32.75		\$	33.61
g	14"	30	ea	\$	52.20		\$	47.93		\$	52.25		\$	53.39
h	16"	30	ea	\$	52.20		\$	47.93		\$	52.25		\$	53.39
i	18"	20	ea	\$	83.00		\$	78.12		\$	85.00		\$	87.00
j	20"	20	ea	\$	118.00		\$	111.26		\$	121.00		\$	123.91
k	24"	20	ea	\$	170.00		\$	165.12		\$	180.00		\$	183.89
l	30"	20	ea	\$	247.00		\$	240.28		\$	261.50		\$	267.59
m	36"	20	ea	\$	435.00		\$	411.32		\$	448.00		\$	458.07
n	42"	10	ea	\$	645.00		\$	644.51		\$	702.00		\$	717.75
22 M.J. Gaskets														
a	3"	4	ea	\$	8.45		\$	7.69		\$	8.40		\$	8.77
b	4"	10	ea	\$	8.45		\$	7.69		\$	8.40		\$	8.77
c	6"	30	ea	\$	8.45		\$	7.69		\$	8.40		\$	8.77
d	8"	30	ea	\$	9.00		\$	8.28		\$	9.05		\$	9.44
e	10"	30	ea	\$	12.20		\$	11.24		\$	12.25		\$	12.81
f	12"	30	ea	\$	13.50		\$	12.42		\$	13.50		\$	14.16
g	14"	30	ea	\$	23.00		\$	21.30		\$	23.25		\$	24.28
h	16"	30	ea	\$	23.00		\$	21.30		\$	23.25		\$	24.28
i	18"	20	ea	\$	25.00		\$	23.08		\$	25.15		\$	26.30
j	20"	20	ea	\$	27.00		\$	24.85		\$	27.05		\$	28.33
k	24"	20	ea	\$	34.00		\$	31.36		\$	34.15		\$	35.74
l	30"	20	ea	\$	79.00		\$	72.79		\$	79.25		\$	82.95
m	36"	20	ea	\$	90.00		\$	82.85		\$	90.25		\$	94.42
n	42"	10	ea	\$	185.00		\$	172.22		\$	187.50		\$	196.26

23 M.J. Gland Packs										
a 3"	4	ea	\$	24.35			\$	21.90		\$ 23.85
b 4"	10	ea	\$	31.00			\$	28.41		\$ 30.95
c 6"	30	ea	\$	42.00			\$	38.48		\$ 41.90
d 8"	30	ea	\$	47.45			\$	42.64		\$ 46.40
e 10"	30	ea	\$	63.00			\$	60.97		\$ 66.40
f 12"	30	ea	\$	68.00			\$	62.75		\$ 68.30
g 14"	30	ea	\$	104.00			\$	95.90		\$ 104.40
h 16"	30	ea	\$	110.00			\$	102.41		\$ 111.50
i 18"	20	ea	\$	144.80			\$	132.60		\$ 144.25
j 20"	20	ea	\$	198.00			\$	182.33		\$ 198.50
k 24"	20	ea	\$	270.00			\$	254.56		\$ 277.00
l 30"	20	ea	\$	494.00			\$	454.06		\$ 494.25
m 36"	20	ea	\$	720.00			\$	662.44		\$ 721.00
n 42"	10	ea	\$	1,237.00			\$	1,137.23		\$ 1,238.00
										\$ 1,251.89

City of Lawton

INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: <u>Colbie.Garrett@lawtonok.gov</u> ACCEPTING ELECTRONIC BIDS ON: <u>www.bidnetdirect.com/oklahoma/cityoflawton</u>	
Date Bid Typed: June 3, 2025	Dates Bid Advertised: June 6, 2025	No Bids Received After: June 25, 2025 2:00pm	
Contract Number and Title: CL25-029 Waterline Fittings & Valves		Requirements-type Contract: Contract Period: August 1, 2025-July 31, 2026	
Bid Openings are held at Lawton City Hall 3rd Floor Finance Conference Room 212 SW 9th St. Lawton, OK 73501 @ 2:00pm			
Vendor Name and Point of Contact: CORE & MAIN LP COLTON BREWER		Reason for No Bid:	
Mailing Address: 14701 E 116TH ST N City: State: Zip: OWASSO, OK 74055		Terms: NET 30 DAYS Delivery: STOCK TO 15 DAYS	
Area Code and Phone Number: 918-586-7100		Email Address: leona.woodson@coreandmain.com	
Federal Employer Identification Number or Social Security Number 03-0550887			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF OKLAHOMA COUNTY OF ROGERS

COLTON BREWER

of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for 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 to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: CORE & MAIN LP

Address: 14701 E 116TH ST N

OWASSO, OK 74055

(City, State, Zip)

Phone: 918-586-7100

SIGNATURE OF AUTHORIZED AGENT

COLTON BREWER, BRANCH MANAGER

PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 24 day of June, 2025

My Commission expires: 3/18/2029

INVITATION TO BID AND CONTRACT
PAGE 1 OF 11

FORM REVISED 6/5/24



AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA

SS

COUNTY OF ROGERS

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



CORE & MAIN LP

Business Name / Contractor Name

A handwritten signature in blue ink, appearing to read "Colton Brewer".

Signed

Print : COLTON BREWER

Attested to before me this 24 day of June 2025

A handwritten signature in blue ink, appearing to read "Leona Marie Woodson".
Notary Public

My Commission Expires 3/18 2029

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

Contract Number

6/24/2024

Date

CORE & MAIN LP

Name of Contractor (Print)

A handwritten signature in black ink, appearing to be "C. Smith", is written over a horizontal line.

Signature, Member of Firm or Officer of Corporation

BRANCH MANAGER

Title

SECTION 0201

WATERLINE CONSTRUCTION

I. GENERAL:

All potable water mains shall be constructed of ductile-iron materials, or polyvinyl-chloride (PVC) materials. All construction materials and procedures shall conform to Oklahoma State Department of Environmental Quality (ODEQ) requirements, City of Lawton standard details, the construction drawings, and the following specifications. All standard specifications referred to shall be the latest edition in effect at the time construction begins.

II. MATERIALS:

1. DUCTILE IRON PIPE: Ductile-iron pipe shall be manufactured in the United States of America in accordance with AWWA C151 (ANSI A21.51). The pressure rating, thickness class, net weight of pipe without lining, length of pipe and name of manufacturer shall be clearly marked on each joint of pipe.

1.1 JOINTS:

1.1.1 BURIED JOINTS: Shall be push-on, mechanical, or restrained in accordance with AWWA C111.

1.1.2 ABOVE GROUND JOINTS: Shall be flanged in accordance with AWWA C110.

1.1.3 JOINT GASKETS: Shall comply with AWWA C111 (ANSI A21.11).

1.2 COATINGS:

1.2.1 INSIDE: All ductile-iron pipe shall be internally lined with Cement-mortar in accordance with AWWA C104 (ANSI A21.4).

1.2.2 OUTSIDE: All ductile-iron pipe shall be coated externally with a bituminous coating or coal tar primer approximately 1 mil thick. The finished coating shall be continuous and smooth.

1.3 THICKNESS CLASS:

1.3.1 Ductile-Iron Pipe: The thickness class for ductile iron pipe shall be Class 50 for underground pipe and Class 52 for aboveground pipe unless specified differently elsewhere in these specifications or on the construction drawings.

2. POLYVINYL-CHLORIDE (PVC) PIPE: PVC pipe shall be manufactured in accordance with AWWA C900 for pipe. Each joint of pipe shall be clearly marked with the nominal size and O.D. base, material code designation, dimension ratio number, AWWA pressure class and designation number, manufacturer's name or trademark and production code, and seal of the testing agency verifying the suitability of the pipe material for potable water service.

2.1 JOINTS:

2.1.1 BURIED JOINTS: All pipe joints shall be push-on.

2.1.2 JOINT GASKETS: Shall be elastomeric and comply with ASTM F477.

2.2 THICKNESS CLASS:

2.2.1 PVC PIPE: The thickness class for PVC pipe shall be DR-18 unless specified differently elsewhere in these specifications or on the construction drawings. PVC pipe shall not be used for above ground installations.

3. FITTINGS:

3.1 DUCTILE-IRON COMPACT FITTINGS: All fittings shall be ductile-iron compact fittings and shall comply with AWWA C153. All mechanical joint fittings through 24" Dia. pipe shall be Class 350. Mechanical joint fittings for larger than 24" Dia. pipe and all flanged fittings shall be Class 250. All fittings shall have the same inside and outside coatings as ductile-iron pipe. Join pipe and fittings in accordance with manufacturer's instructions, unless otherwise shown or specified.

4. MECHANICAL JOINT RESTRAINTS:

4.1 DESIGN/MATERIAL

The mechanical joint restraints shall be designed so that the wedges and wedge actuating components are incorporated into the design of the

follower gland. It shall consist of individually activated wedges that increase their resistance to pullout as pressure or external forces increase. These wedges must be mechanically retained. "Set Screw" designs are not acceptable.

The mechanical joint restraints shall be made from grade 65-45-12 ductile iron material in accordance with ASTM A536. The wedges shall be heat treated to a minimum hardness of 370 BHN.

The mechanical joint restraints shall be designed with torque-limiting twist-off nuts to assure proper actuation of the restraining wedges. Once the twist-off nut is removed it will expose a bolt head of proper size to loosen and remove the joint restraint if conditions require its removal or repositioning. This bolt head must be capable of accommodating a six-point socket for loosening and tightening.

Chemical and nodularity test shall be performed as recommended by the Ductile Iron Society, on a per ladle basis.

The mechanical joint restraints for ductile iron pipe must have dimensions and thicknesses equal to or greater than the EBAA Iron Megalug 1100 series. The mechanical joint restraints for PVC must have dimensions and thicknesses equal to or greater than the EBAA Iron Megalug 2000 PVC series.

4.2 TRACEABILITY

An identification number consisting of year, day, plant and shift (YYDDD) (plant designation) (shift number), shall be cast into each gland body. All physical and chemical test results shall be recorded such that they can be accessed via the identification number on the casting. These Material Traceability Records are to be made available, in hard copy, to the purchaser that requests such documentation and submits his/hers gland body identification number.

4.3 COATING

All wedge assemblies and related parts shall be processed through a phosphate wash, rinse and drying operation prior to coating application. The coating shall consist of a minimum of two coats of liquid Xylan fluoropolymer with heat cure to follow each coat.

All casting bodies shall be surface pretreated with a phosphate wash, rinse, and sealer before drying. The coating shall be electrostatically applied and heat cured. The coating shall be a polyester based powder to provide corrosion, impact, and UV protection. Requests for approved equal must submit coating material and process details for review prior to bid.

4.4 APPROVALS

Mechanical joint restraint devices for ductile iron pipe shall be listed by Underwriters Laboratories (3" through 24") and approved by Factory Mutual (3" through 12")

Mechanical joint restraint devices for PVC pipe shall be listed by Underwriters Laboratories and approved by Factory Mutual (4" through 12"). The sizes 4" through 24" shall meet or exceed the requirements of ASTM F1674 of the latest revision.

Mechanical joint restraints for ductile iron pipe shall be Megalug Series 1100, and/or for PVC shall be Megalug Series 2000 produced by EBAA Iron Inc. or approved equal.

The Engineer/Project Manager shall be the sole authority in determining acceptability of all products.

5. POLYETHYLENE ENCASEMENT: Polyethylene used to wrap pipe, fittings, and other appurtenances shall be manufactured in accordance with AWWA C105 (ANSI A21.5).

6. RESILIENT-SEATED GATE VALVES: All gate valves furnished shall be manufactured by Mueller, American-Darling, U.S. Pipe, Clow, M&H or Kennedy. The valves shall conform to AWWA C509, except where modified by the following specifications:

6.1 JOINTS: Valves to be hub end, mechanical joint unless specified differently on the plans. The dimensions of sockets for hub-end and mechanical-joint valves shall conform to the dimensions of AWWA Standard Specifications for Special Casting not lighter than Class B, and in any case, shall have an inside diameter not less than 0.80 inches larger than the outside diameter of the pipe connected therewith.

6.2 STEM: The valve stem shall be non-rising. The stem seal shall be comprised of one "O" ring above and one "O" ring below the thrust collar forming a lubricant reservoir between to isolate and lubricate the thrust collar and thrust collar bearing surfaces. The thrust collar shall be secured in a machined recess in the top of the bonnet so replacement of the stem can be made without bonnet removal.

6.3 OPERATING NUT: The operating nut shall be left-hand opening (counterclockwise) and shall be painted black.

6.4 DISC: The valve disc shall be fully epoxy coated with the rubber seat attached to the disc by self-setting stainless steel set screws or shall be fully rubber encapsulated. The disc shall be constructed in such a manner as to eliminate the collection of corrosive material in the center of the disc cavity.

6.5 FLANGES: All flanges for flanged-end valves shall conform to the American Class 125 standard.

6.6 INTERIOR COATINGS: All internal ferrous metal surfaces (machined or cast) shall be factory epoxy coated with an epoxy material approved by the Food and Drug Administration.

7. BUTTERFLY VALVES: All butterfly valves shall be designed for buried operation. Valves shall conform to AWWA C504 and be Class 150B unless specified differently elsewhere in these specifications or on the construction drawings.

7.1 BODY, DISC & SHAFT: Butterfly valves shall have cast iron or ductile iron bodies, alloy cast iron or ductile iron discs, and one-piece stainless-steel shafts extending full size through the valve disc and bearings.

7.2 SEATS: Valve seats shall be constructed of Buna-N and bonded or mechanically retained to the valve body or to the body or disc. Ring type rubber seats not mechanically fitted to the body or disc will not be acceptable. Seals mounted on the disc shall be designed with a shoulder providing 360° mechanical retention against the seat pulling out from between the retaining ring and disc. The clamp ring cap screws shall pass through the rubber seat for added retention.

7.3 JOINTS: Valves shall have mechanical or flanged ends. Flange gaskets, if used, will be red rubber.

7.4 SHAFT SEAL & BEARINGS: Shaft seals shall be self-adjusting Chevron type seals. Bearings shall be of one piece and completely retained in hubs cast integral with the body.

7.5 OPERATOR: Operators shall be capable of being earth covered and shall be fully gasketed and grease packed and designed to withstand submersion in water to at least ten (10) psi. The operator shall be standard traveling-nut type, manual operation, turning counter-clockwise to open, requiring a minimum of 30 turns to move from fully open to fully closed. Buried operators shall be equipped with valve boxes containing a valve position indicator showing direction to open.

8. TAPPING SLEEVES AND VALVES: Tapping sleeves and valves shall be manufactured by Powerseal, Mueller, American-Darling, Kennedy, U.S. Pipe or approved equal. All taps shall be at least two (2") inches smaller than the mainline pipe diameter. Taps shall not be allowed on pipe with diameters twelve inches (12") and smaller. The Engineer/Project Manager and Water Superintendent may approve a saddle installation for pipe twelve inches (12") and smaller at a location where health or safety concerns are present.

8.1 Ductile-iron tapping sleeves (all sizes) shall be heavy duty, bolted type using cadmium plated iron bolts, etc. Restrained mechanical joint type shall be used for all sizes.

Stainless steel tapping sleeves (all sizes) shall be 304 stainless steel, full wrap around type with stainless steel bolts, etc. Restrained mechanical joint type (equal to PowerSeal 3480MJ-SS or 3490MJ-SS) shall be used for pipe sizes 36" and below, and flanged type (equal to PowerSeal 3480AS or 3490AS) for pipe sizes over 36".

Epoxy coated steel tapping sleeves (for pipe larger than 24") shall be 150 psi working pressure, stainless steel nuts and bolts, anode protection, sand backfill and 12 mil thickness of fusion bonded epoxy coating (interior/exterior). Restrained mechanical joint type shall be used for pipe sizes thru 36" and flanged type for pipe sizes larger than 36".

All tapping sleeves shall be wrapped with polyethylene. All tapping sleeves and valves shall have poured concrete blocking.

8.2 VALVE ENDS: Valve ends for restrained mechanical joint type sleeves shall be standard mechanical joint. Valve inlet ends for

flanged type sleeves shall be flanged with centering lip on the valve flange to fit recess or counter bore on the outlet tapping sleeve flange. The valve outlet end for flanged type sleeves shall be a standard mechanical joint end.

9. VALVE BOXES: All valve boxes shall be constructed of a piece of DR21 or thicker PVC piping and a two (2) piece cast iron type top. The cast-iron cover shall have the word "WATER" cast in the top. The cast-iron parts of the boxes shall be constructed of materials meeting the requirements of ASTM A 48 and shall be coated by dipping in hot bituminous base material such as used for pipe dip and shall be Sigma #VB-165 or approved equal.

10. FIRE HYDRANTS: Fire hydrants shall be manufactured in accordance with AWWA C502. The only fire hydrants acceptable are the U.S. Pipe Metropolitan 250, Mueller Centurion, East Jordon and Clow Medallion. The hydrants shall be designed for a minimum of 150 psi working pressure or 300 psi hydrostatic test pressure and shall conform to AWWA C502. Hydrant valve shall be a minimum of 5-1/4" diameter.

10.1 CONNECTIONS: The fire hydrant base shall have a 6" mechanical joint connection. Hose connections shall consist of two 2-1/2" streamers and one 4-1/2" pumper. The 2-1/2" outlets shall have a 60° V-threads, 7-1/2 threads per inch, and the outside diameter of the external threads shall be 3-1/16". The 4-1/2" outlet shall have 4 threads per inch, and the outside diameter of the external threads shall be 5-3/4". All hose connections shall have National Standard threads.

10.2 PAINTING: Hydrants shall be painted with primer and finish coats of fire hydrant red paint per AWWA C-502.

10.3 OPERATING UNIT: The operating nut shall be 1-1/2" pentagon shape and shall open counter-clockwise.

11. INDIVIDUAL SERVICE MATERIALS: Water service installations are governed by Lawton City Code, and specifications have been prepared by the Engineer/Project Manager. The contractor shall follow these specifications in this work.

III. CERTIFICATION:

The Contractor shall furnish the Engineer/Project Manager an affidavit from the materials manufacturers to the effect that all inspections and tests as required in the standard specifications have been made and that the results

thereof meet the requirements of the specifications. Reports of test results shall be furnished when requested.

IV. PIPELAYING:

1. DUCTILE-IRON PIPE: Pipelaying shall be in accordance with AWWA C600.

Minimum bedding shall be Type 1, as described in AWWA C150 (ANSI A21.50). All ductile-iron pipe and appurtenances, such as fittings, fire hydrants, valves, tapping saddles, etc., shall be completely wrapped with a polyethylene encasement in accordance with AWWA C105 (ANSI A21.5).

2. PVC PIPE: Pipelaying shall be in accordance with AWWA C605. Since PVC pipe deteriorates rapidly when exposed to ultra-violet radiation, all PVC material must be stored in a manner that does not expose it to direct sunlight. During backfill of PVC pipe, the contractor shall place a locator wire along with the pipe. The wire is to be placed continuously throughout the extent of the pipeline. Wire shall be copper 12 AWG single conductor type THHN or THWN. All field splices shall be in waterproof couplings for underground installations. Wire shall extend up into valve boxes and other access points as directed by the Engineer/Project Manager. Cost of locator wire shall be included with the price bid for pipe. All cast-iron and ductile-iron appurtenances, such fittings, fire hydrants, valves, tapping saddles, etc., shall be completely wrapped with a polyethylene encasement in accordance with AWWA C105 (ANSI A21.5).

SPECIFICATION COMPLIANCE

FAILURE TO COMPLETE THIS PAGE MAY RESULT IN BID REJECTION

BID NUMBER: CL25-029

BID TITLE: Waterline Fittings & Valves

COMPANY: CORE & MAIN LP

SUBMITTED BY:

SIGNATURE OF AUTHORIZED AGENT

X Item(s) bid meets or exceeds all specifications.

Item(s) bid **does not** meet all specifications as shown below.

List below all exceptions to the bid specifications. Attach additional pages if necessary.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Additional page(s) to exceptions? Yes No

Bid Number:

Bid Title: Water Line Fittings & Valves

Vendor Name: CORE & MAIN LP

Please complete above information

PRICE BID

Must be completed and returned with the bid

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE
1	M.J. Resilient Seat Gate Valves with Accessories			
a	2"	2	Each	490.00
b	3"	2	Each	710.00
c	4"	6	Each	800.00
d	6"	6	Each	1,050.00
e	8"	6	Each	1,600.00
f	10"	6	Each	2,500.00
g	12"	6	Each	3,100.00

(Continued)

Notes:

1 For questions, please contact Ely Vargas 580-581-3456.

2 This is a requirements contract

3 There are no insurance requirements for this contract

4 Please submit two copies of any additional documents such as descriptive literature

5 WARRANTY:

The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract

The vendor must also provide details, including prices, on any available extended or optional warranties.

The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.

Bid Number:

Bid Title: Water Line Fittings & Valves

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE
2	M.J. Butterfly valves with Accessories			
a	8"	6	Each	1,375.00
b	10"	6	Each	1,900.00
c	12"	6	Each	2,260.00
d	14"	6	Each	3,689.00
e	16"	6	Each	4,350.00
f	18"	4	Each	4,875.00
g	20"	4	Each	6,570.00
h	24"	4	Each	9,120.00
i	30"	4	Each	17,200.00
j	36"	4	Each	21,200.00
3	Reducers, Plain end - Plain end with Accessories			
a	4" x 3"	2	Each	110.00
b	6" x 3"	2	Each	150.00
c	6" x 4"	5	Each	170.35
d	8" x 4"	5	Each	192.75
e	8" x 6"	5	Each	165.00
f	10" x 6"	5	Each	265.00
g	10" x 8"	5	Each	280.00
4	Reducers, M.J. with Accessories			
a	4" x 3"	2	Each	130.00
b	6" x 3"	2	Each	174.00
c	6" x 4"	5	Each	160.00
d	8" x 4"	5	Each	200.00
e	8" x 6"	5	Each	221.85
f	10" x 6"	5	Each	279.20
g	10" x 8"	5	Each	297.30
5	M.J. Bends with Accessories			
a	3"	2	Each	137.00
b	4"	2	Each	160.00
c	6"	4	Each	240.75
d	8"	6	Each	315.00
e	10"	6	Each	475.00
f	12"	6	Each	595.00
6	M.J. 45° Bends with Accessories			
a	3"	1	Each	120.00
b	4"	2	Each	144.00
c	6"	4	Each	210.00
d	8"	6	Each	274.00
e	10"	6	Each	410.00
f	12"	6	Each	530.00

7	M.J. 22 1/2° Bends with Accessories			
a	3"	2	Each	94.65
b	4"	2	Each	136.00
c	6"	4	Each	198.00
d	8"	4	Each	270.00
e	10"	4	Each	395.00
f	12"	4	Each	485.00
8	M.J. 11 1/4° Bends with Accessories			
a	3"	2	Each	104.00
b	4"	2	Each	130.00
c	6"	4	Each	201.05
d	8"	4	Each	251.10
e	10"	4	Each	388.00
f	12"	4	Each	465.00
9	M.J. D.I. Tees with Accessories			
a	4" x 3"	2	Each	230.00
b	6" x 3"	2	Each	280.00
c	8" x 3"	2	Each	385.00
d	10" x 3"	2	Each	510.00
e	12" x 3"	2	Each	645.00
f	4" x 4"	4	Each	220.00
g	6" x 4"	4	Each	320.00
h	6" x 6"	4	Each	360.00
i	8" x 4"	4	Each	365.00
j	8" x 6"	4	Each	415.00
k	8" x 8"	4	Each	468.00
l	10" x 4"	2	Each	525.00
m	10" x 6"	4	Each	527.35
n	10" x 8"	4	Each	530.00
o	10" x 10"	4	Each	684.00
p	12" x 4"	4	Each	611.00
q	12" x 6"	4	Each	620.00
r	12" x 8"	4	Each	690.00
s	12" x 10"	4	Each	855.00
t	12" x 12"	4	Each	860.00
10	Transition Gaskets			
a	6"	10	Each	9.55
b	8"	10	Each	13.35
c	10"	10	Each	15.90
d	12"	10	Each	17.00
11	Tee Bolts			
a	5/8" x 3"	60	Each	2.40
b	3/4" x 3 1/2"	150	Each	3.00
c	3/4" x 4"	250	Each	3.00
d	3/4" x 4 1/2"	250	Each	3.80
e	3/4" x 5"	250	Each	3.80
f	1" x 6"	250	Each	9.00

g	1 1/4" x 6"	250	Each	13.50
12	Bell Clamps for Lead Joint			
a	4"	15	Each	215.00
b	6"	15	Each	260.00
c	8"	15	Each	330.00
d	10"	15	Each	445.00
13	Solid Sleeves (long) with Accessories			
a	4"	10	Each	149.40
b	6"	26	Each	230.00
c	8"	26	Each	310.00
d	10"	26	Each	395.00
e	12"	26	Each	474.00
f	14"	26	Each	734.00
g	16"	26	Each	865.00
h	18"	20	Each	1,177.00
i	20"	20	Each	1,440.00
j	24"	20	Each	1,900.00
k	30"	20	Each	3,860.20
l	36"	20	Each	5,400.00
14	Adaptors, Solid x Swivel			
a	6" x 13"	5	Each	240.00
b	6" x 18"	5	Each	265.00
c	6" x 24"	5	Each	353.00
d	6" x 30"	5	Each	580.00
e	8" x 13"	5	Each	304.80
f	10" x 13"	5	Each	541.30
g	12" x 13"	5	Each	800.00
15	Swivel Tees with Accessories			
a	6" x 6"	15	Each	340.00
b	8" x 6"	15	Each	410.00
c	8" x 8"	15	Each	575.00
d	10" x 6"	15	Each	545.00
e	10" x 8"	15	Each	630.00
f	12" x 6"	15	Each	585.00
g	12" x 8"	15	Each	815.00
h	14" x 6"	5	Each	1,200.00
i	16" x 6"	5	Each	995.00
j	16" x 8"	5	Each	2,200.00
k	18" x 6"	5	Each	1,650.00
l	20" x 6"	5	Each	1,730.00
m	20" x 8"	5	Each	2,250.00
n	24" x 6"	5	Each	2,560.00
o	24" x 8"	5	Each	2,875.00
16	M.J. x M.J. Offsets with Accessories			
a	4" x 12"	2	Each	244.80
b	6" x 12"	2	Each	402.00
c	6" x 18"	2	Each	470.00

d	6" x 24"	2	Each	569.00
e	8" x 6"	2	Each	435.00
f	8" x 12"	2	Each	544.80
g	8" x 18"	2	Each	648.00
h	10" x 6"	2	Each	628.30
i	10" x 12"	2	Each	791.50
j	10" x 18"	2	Each	908.60
k	12" x 6"	2	Each	839.90
l	12" x 12"	2	Each	917.00
m	12" x 18"	2	Each	1,075.00
n	12" x 24"	2	Each	1,465.00
o	12" x 30"	2	Each	1,400.00
17	Swivel x Swivel Ells, 90°		Each	
a	6"	10	Each	268.80
b	8"	10	Each	413.00
18	Swivel Gland assemblies			
a	4"	10	Each	55.00
b	6"	10	Each	61.25
c	8"	10	Each	73.45
d	10"	10	Each	195.00
e	12"	10	Each	210.00
19	Complete Valve Box, #70	150	Each	62.00
20	6" Cast Iron Mushroom Lids	100	Each	25.80
21	M.J. Glands		Each	
a	3"	4	Each	9.00
b	4"	10	Each	14.15
c	6"	30	Each	16.75
d	8"	30	Each	73.00
e	10"	30	Each	32.00
f	12"	30	Each	32.85
g	14"	30	Each	52.20
h	16"	30	Each	52.20
i	18"	20	Each	83.00
j	20"	20	Each	118.00
k	24"	20	Each	170.00
l	30"	20	Each	247.00
m	36"	20	Each	435.00
n	42"	10	Each	645.00
22	M.J. Gaskets			
a	3"	4	Each	8.45
b	4"	10	Each	8.45
c	6"	30	Each	8.45
d	8"	30	Each	9.00
e	10"	30	Each	12.20
f	12"	30	Each	13.50
g	14"	30	Each	23.00
h	16"	30	Each	23.00

i	18"	20	Each	25.00
j	20"	20	Each	27.00
k	24"	20	Each	34.00
l	30"	20	Each	79.00
m	36"	20	Each	90.00
n	42"	10	Each	185.00
23	M.J. Gland Packs			
a	3"	4	Each	24.35
b	4"	10	Each	31.00
c	6"	30	Each	42.00
d	8"	30	Each	47.45
e	10"	30	Each	63.00
f	12"	30	Each	68.00
g	14"	30	Each	104.00
h	16"	30	Each	110.00
i	18"	20	Each	144.80
j	20"	20	Each	198.00
k	24"	20	Each	270.00
l	30"	20	Each	494.00
m	36"	20	Each	720.00
n	42"	10	Each	1,237.00



Core & Main LP
14701 E. 116th St. N.
Owasso, OK 74055
P. 918.586.7100
F. 918.586.7101

Colton Brewer, Branch Manager
colton.brewer@coreandmain.com

June 24, 2025

City of Lawton
212 SW 9th Street
Lawton, OK 73501

RE: CL25-029 WATERLINE FITTINGS & VALVES

Please email an itemized bid tab, for the above-mentioned sealed bid, when available. You may email it to leona.woodson@coreandmain.com or colton.brewer@coreandmain.com

Thank you
Colton Brewer, Branch Manager

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: Colbie.Garrett@lawtonok.gov ACCEPTING ELECTRONIC BIDS ON: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Bid Typed:	Dates Bid Advertised:	No Bids Received After:	
June 3, 2025	June 6, 2025	June 25, 2025 2:00pm	
Contract Number and Title:		Requirements-type Contract:	Contract Period:
CL25-029 Waterline Fittings & Valves			August 1, 2025-July 31, 2026
Bid Openings are held at Lawton City Hall 3rd Floor Finance Conference Room 212 SW 9th St. Lawton, OK 73501 @ 2:00pm			
Vendor Name and Point of Contact:		Reason for No Bid:	
Ferguson Enterprises, LLC Sean Abia			
Mailing Address:		Terms:	
1501 S Central Ave		NET 10TH PROX	
City:	State:	Zip:	Delivery:
Oklahoma City,	OK	73129	FCA, Point of Shipment
Area Code and Phone Number:		Email Address:	
405-672-3828		sean.abla@ferguson.com	
Federal Employer Identification Number or Social Security Number			
54-1473338			

AFFIDAVIT: STATE OF Oklahoma COUNTY OF Comanche

 of lawful age, being first duly sworn, on oath says that:

Firm: Ferguson Enterprises, LLC
Address: 1501 S Central Ave
Oklahoma City, OK 73129
(City, State, Zip)
Phone: 405-672-3828

Subscribed & sworn before me this 24th day of June, 2025.
Carl J. Craybark
 Notary Public
 My Commission expires: 4/5/26

CARL T CRAIGHEAD, JR
Notary Public - State of Oklahoma
Commission Number 10002801
My Commission Expires Apr 5, 2026

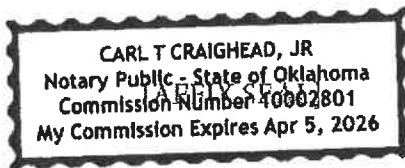
AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Oklahoma

SS

COUNTY OF Comanche

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



Ferguson Enterprises, LLC

Business Name / Contractor Name

A handwritten signature in dark ink, appearing to read "Tommy Tanner".

Signed

Print : Tommy Tanner

Attested to before me this 24th day of June 2025

Notary Public

A handwritten signature in dark ink, appearing to read "Carl T Craighead, Jr.". Below the signature is the text "Notary Public".

My Commission Expires 4/5/ 2026

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON

212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

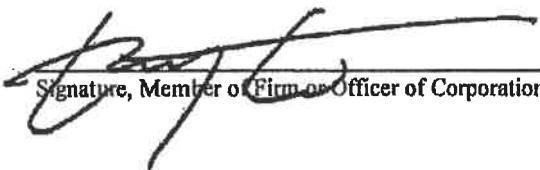
CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

CL25-029 Waterline Fittings & Valves
Contract Number

Ferguson Enterprises, LLC
Name of Contractor (Print)

6/18/25
Date


Signature, Member of Firm or Officer of Corporation

Tommy Tanner, General Manager
Title

SECTION 0201

WATERLINE CONSTRUCTION

I. GENERAL:

All potable water mains shall be constructed of ductile-iron materials, or polyvinyl-chloride (PVC) materials. All construction materials and procedures shall conform to Oklahoma State Department of Environmental Quality (ODEQ) requirements, City of Lawton standard details, the construction drawings, and the following specifications. All standard specifications referred to shall be the latest edition in effect at the time construction begins.

II. MATERIALS:

1. DUCTILE IRON PIPE: Ductile-iron pipe shall be manufactured in the United States of America in accordance with AWWA C151 (ANSI A21.51). The pressure rating, thickness class, net weight of pipe without lining, length of pipe and name of manufacturer shall be clearly marked on each joint of pipe.

1.1 JOINTS:

1.1.1 BURIED JOINTS: Shall be push-on, mechanical, or restrained in accordance with AWWA C111.

1.1.2 ABOVE GROUND JOINTS: Shall be flanged in accordance with AWWA C110.

1.1.3 JOINT GASKETS: Shall comply with AWWA C111 (ANSIA21.11).

1.2 COATINGS:

1.2.1 INSIDE: All ductile-iron pipe shall be internally lined with Cement-mortar in accordance with AWWA C104 (ANSIA21.4).

1.2.2 OUTSIDE: All ductile-iron pipe shall be coated externally with a bituminous coating or coal tar primer approximately 1 mil thick. The finished coating shall be continuous and smooth.

1.3 THICKNESS CLASS:

1.3.1 Ductile-Iron Pipe: The thickness class for ductile iron pipe shall be Class 50 for underground pipe and Class 52 for aboveground pipe unless specified differently elsewhere in these specifications or on the construction drawings.

2. POLYVINYL-CHLORIDE (PVC) PIPE: PVC pipe shall be manufactured in accordance with AWWA C900 for pipe all pipe Each joint of pipe shall be clearly marked with the nominal size and O.D. base, material code designation, dimension ratio number, AWWA pressure class and designation number, manufacturer's name or trademark and production code, and seal of the testing agency verifying the suitability of the pipe material for potable water service.

2.1 JOINTS:

2.1.1 BURIED JOINTS: All pipe joints shall be push-on.

2.1.2 JOINT GASKETS: Shall be elastomeric and comply with ASTM F477.

2.2 THICKNESS CLASS:

2.2.1 PVC PIPE: The thickness class for PVC pipe shall be DR-18 unless specified differently elsewhere in these specifications or on the construction drawings. PVC pipe shall not be used for above ground installations.

3. FITTINGS:

3.1 DUCTILE-IRON COMPACT FITTINGS: All fittings shall be ductile-iron compact fittings and shall comply with AWWA C153. All mechanical joint fittings through 24" Dia. pipe shall be Class 350. Mechanical joint fittings for larger than 24" Dia. pipe and all flanged fittings shall be Class 250. All fittings shall have the same inside and outside coatings as ductile-iron pipe. Join pipe and fittings in accordance with manufacturer's instructions, unless otherwise shown or specified.

4. MECHANICAL JOINT RESTRAINTS:

4.1 DESIGN/MATERIAL

The mechanical joint restraints shall be designed so that the wedges and wedge actuating components are incorporated into the design of the

follower gland. It shall consist of individually activated wedges that increase their resistance to pullout as pressure or external forces increase. These wedges must be mechanically retained. "Set Screw" designs are not acceptable.

The mechanical joint restraints shall be made from grade 65-45-12 ductile iron material in accordance with ASTM A536. The wedges shall be heat treated to a minimum hardness of 370 BHN.

The mechanical joint restraints shall be designed with torque-limiting twist-off nuts to assure proper actuation of the restraining wedges. Once the twist-off nut is removed it will expose a bolt head of proper size to loosen and remove the joint restraint if conditions require its removal or repositioning. This bolt head must be capable of accommodating a six-point socket for loosening and tightening.

Chemical and nodularity test shall be performed as recommended by the Ductile Iron Society, on a per ladle basis.

The mechanical joint restraints for ductile iron pipe must have dimensions and thicknesses equal to or greater than the EBAA Iron Megalug 1100 series. The mechanical joint restraints for PVC must have dimensions and thicknesses equal to or greater than the EBAA Iron Megalug 2000 PVC series.

4.2 TRACEABILITY

An identification number consisting of year, day, plant and shift (YYDDD) (plant designation) (shift number), shall be cast into each gland body. All physical and chemical test results shall be recorded such that they can be accessed via the identification number on the casting. These Material Traceability Records are to be made available, in hard copy, to the purchaser that requests such documentation and submits his/hers gland body identification number.

4.3 COATING

All wedge assemblies and related parts shall be processed through a phosphate wash, rinse and drying operation prior to coating application. The coating shall consist of a minimum of two coats of liquid Xylan fluoropolymer with heat cure to follow each coat.

All casting bodies shall be surface pretreated with a phosphate wash, rinse, and sealer before drying. The coating shall be electrostatically applied and heat cured. The coating shall be a polyester based powder to provide corrosion, impact, and UV protection. Requests for approved equal must submit coating material and process details for review prior to bid.

4.4 APPROVALS

Mechanical joint restraint devices for ductile iron pipe shall be listed by Underwriters Laboratories (3" through 24") and approved by Factory Mutual (3" through 12")

Mechanical joint restraint devices for PVC pipe shall be listed by Underwriters Laboratories and approved by Factory Mutual (4" through 12"). The sizes 4" through 24" shall meet or exceed the requirements of ASTM F1674 of the latest revision.

Mechanical joint restraints for ductile iron pipe shall be Megalug Series 1100, and/or for PVC shall be Megalug Series 2000 produced by EBAA Iron Inc. or approved equal.

The Engineer/Project Manager shall be the sole authority in determining acceptability of all products.

5. POLYETHYLENE ENCASEMENT: Polyethylene used to wrap pipe, fittings, and other appurtenances shall be manufactured in accordance with AWWA C105 (ANSI A21.5).

6. RESILIENT-SEATED GATE VALVES: All gate valves furnished shall be manufactured by Mueller, American-Darling, U.S. Pipe, Clow, M&H or Kennedy. The valves shall conform to AWWA C509, except where modified by the following specifications:

6.1 JOINTS: Valves to be hub end, mechanical joint unless specified differently on the plans. The dimensions of sockets for hub-end and mechanical-joint valves shall conform to the dimensions of AWWA Standard Specifications for Special Casting not lighter than Class B, and in any case, shall have an inside diameter not less than 0.80 inches larger than the outside diameter of the pipe connected therewith.

6.2 STEM: The valve stem shall be non-rising. The stem seal shall be comprised of one "O" ring above and one "O" ring below the thrust collar forming a lubricant reservoir between to isolate and lubricate the thrust collar and thrust collar bearing surfaces. The thrust collar shall be secured in a machined recess in the top of the bonnet so replacement of the stem can be made without bonnet removal.

6.3 OPERATING NUT: The operating nut shall be left-hand opening (counterclockwise) and shall be painted black.

6.4 DISC: The valve disc shall be fully epoxy coated with the rubber seat attached to the disc by self-setting stainless steel set screws or shall be fully rubber encapsulated. The disc shall be constructed in such a manner as to eliminate the collection of corrosive material in the center of the disc cavity.

6.5 FLANGES: All flanges for flanged-end valves shall conform to the American Class 125 standard.

6.6 INTERIOR COATINGS: All internal ferrous metal surfaces (machined or cast) shall be factory epoxy coated with an epoxy material approved by the Food and Drug Administration.

7. BUTTERFLY VALVES: All butterfly valves shall be designed for buried operation. Valves shall conform to AWWA C504 and be Class 150B unless specified differently elsewhere in these specifications or on the construction drawings.

7.1 BODY, DISC & SHAFT: Butterfly valves shall have cast iron or ductile iron bodies, alloy cast iron or ductile iron discs, and one-piece stainless-steel shafts extending full size through the valve disc and bearings.

7.2 SEATS: Valve seats shall be constructed of Buna-N and bonded or mechanically retained to the valve body or to the body or disc. Ring type rubber seats not mechanically fitted to the body or disc will not be acceptable. Seats mounted on the disc shall be designed with a shoulder providing 360° mechanical retention against the seat pulling out from between the retaining ring and disc. The clamp ring cap screws shall pass through the rubber seat for added retention.

7.3 JOINTS: Valves shall have mechanical or flanged ends. Flange gaskets, if used, will be red rubber.

7.4 SHAFT SEAL & BEARINGS: Shaft seals shall be self-adjusting Chevron type seals. Bearings shall be of one piece and completely retained in hubs cast integral with the body.

7.5 OPERATOR: Operators shall be capable of being earth covered and shall be fully gasketed and grease packed and designed to withstand submersion in water to at least ten (10) psi. The operator shall be standard traveling-nut type, manual operation, turning counter-clockwise to open, requiring a minimum of 30 turns to move from fully open to fully closed. Buried operators shall be equipped with valve boxes containing a valve position indicator showing direction to open.

8. TAPPING SLEEVES AND VALVES: Tapping sleeves and valves shall be manufactured by Powerseal, Mueller, American-Darling, Kennedy, U.S. Pipe or approved equal. All taps shall be at least two (2") inches smaller than the mainline pipe diameter. Taps shall not be allowed on pipe with diameters twelve inches (12") and smaller. The Engineer/Project Manager and Water Superintendent may approve a saddle installation for pipe twelve inches (12") and smaller at a location where health or safety concerns are present.

8.1 Ductile-iron tapping sleeves (all sizes) shall be heavy duty, bolted type using cadmium plated iron bolts, etc. Restrained mechanical joint type shall be used for all sizes.

Stainless steel tapping sleeves (all sizes) shall be 304 stainless steel, full wrap around type with stainless steel bolts, etc. Restrained mechanical joint type (equal to PowerSeal 3480MJ-SS or 3490MJ-SS) shall be used for pipe sizes 36" and below, and flanged type (equal to PowerSeal 3480AS or 3490AS) for pipe sizes over 36".

Epoxy coated steel tapping sleeves (for pipe larger than 24") shall be 150 psi working pressure, stainless steel nuts and bolts, anode protection, sand backfill and 12 mil thickness of fusion bonded epoxy coating (interior/exterior). Restrained mechanical joint type shall be used for pipe sizes thru 36" and flanged type for pipe sizes larger than 36".

All tapping sleeves shall be wrapped with polyethylene. All tapping sleeves and valves shall have poured concrete blocking.

8.2 VALVE ENDS: Valve ends for restrained mechanical joint type sleeves shall be standard mechanical joint. Valve inlet ends for

flanged type sleeves shall be flanged with centering lip on the valve flange to fit recess or counter bore on the outlet tapping sleeve flange. The valve outlet end for flanged type sleeves shall be a standard mechanical joint end.

9. VALVE BOXES: All valve boxes shall be constructed of a piece of DR21 or thicker PVC piping and a two (2) piece cast iron type top. The cast-iron cover shall have the word "WATER" cast in the top. The cast-iron parts of the boxes shall be constructed of materials meeting the requirements of ASTM A 48 and shall be coated by dipping in hot bituminous base material such as used for pipe dip and shall be Sigma #VB-165 or approved equal.

10. FIRE HYDRANTS: Fire hydrants shall be manufactured in accordance with AWWA C502. The only fire hydrants acceptable are the U.S. Pipe Metropolitan 250, Mueller Centurion, East Jordon and Clow Medallion. The hydrants shall be designed for a minimum of 150 psi working pressure or 300 psi hydrostatic test pressure and shall conform to AWWA C502. Hydrant valve shall be a minimum of 5-1/4" diameter.

10.1 CONNECTIONS: The fire hydrant base shall have a 6" mechanical joint connection. Hose connections shall consist of two 2-1/2" streamers and one 4-1/2" pumper. The 2-1/2" outlets shall have a 60° V-threads, 7-1/2 threads per inch, and the outside diameter of the external threads shall be 3-1/16". The 4-1/2" outlet shall have 4 threads per inch, and the outside diameter of the external threads shall be 5-3/4". All hose connections shall have National Standard threads.

10.2 PAINTING: Hydrants shall be painted with primer and finish coats of fire hydrant red paint per AWWA C-502.

10.3 OPERATING UNIT: The operating nut shall be 1-1/2" pentagon shape and shall open counter-clockwise.

11. INDIVIDUAL SERVICE MATERIALS: Water service installations are governed by Lawton City Code, and specifications have been prepared by the Engineer/Project Manager. The contractor shall follow these specifications in this work.

III. CERTIFICATION:

The Contractor shall furnish the Engineer/Project Manager an affidavit from the materials manufacturers to the effect that all inspections and tests as required in the standard specifications have been made and that the results

thereof meet the requirements of the specifications. Reports of test results shall be furnished when requested.

IV. PIPELAYING:

1. DUCTILE-IRON PIPE: Pipelaying shall be in accordance with AWWA C600.

Minimum bedding shall be Type 1, as described in AWWA C150 (ANSI A21.50). All ductile-iron pipe and appurtenances, such as fittings, fire hydrants, valves, tapping saddles, etc., shall be completely wrapped with a polyethylene encasement in accordance with AWWA C105 (ANSI A21.5).

2. PVC PIPE: Pipelaying shall be in accordance with AWWA C605. Since PVC pipe deteriorates rapidly when exposed to ultra-violet radiation, all PVC material must be stored in a manner that does not expose it to direct sunlight. During backfill of PVC pipe, the contractor shall place a locator wire along with the pipe. The wire is to be placed continuously throughout the extent of the pipeline. Wire shall be copper 12 AWG single conductor type THHN or THWN. All field splices shall be in waterproof couplings for underground installations. Wire shall extend up into valve boxes and other access points as directed by the Engineer/Project Manager. Cost of locator wire shall be included with the price bid for pipe. All cast-iron and ductile-iron appurtenances, such fittings, fire hydrants, valves, tapping saddles, etc., shall be completely wrapped with a polyethylene encasement in accordance with AWWA C105 (ANSI A21.5).

SPECIFICATION COMPLIANCE

FAILURE TO COMPLETE THIS PAGE MAY RESULT IN BID REJECTION

BID NUMBER: CL25-029

BID TITLE: Waterline Fittings & Valves

COMPANY: Ferguson Enterprises, LLC

SUBMITTED BY:

SIGNATURE OF AUTHORIZED AGENT

X Item(s) bid meets or exceeds all specifications.

___ Item(s) bid **does not** meet all specifications as shown below.

List below all exceptions to the bid specifications. Attach additional pages if necessary.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Additional page(s) to exceptions? Yes ☒ No ☐

Bid Number:

Bid Title: Water Line Fittings & Valves

Vendor Name:

Please complete above information

PRICE BID

Must be completed and returned with the bid

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE
1	M.J. Resilient Seat Gate Valves with Accessories			
a	2"	2	Each	441.98
b	3"	2	Each	659.47
c	4"	6	Each	764.77
d	6"	6	Each	971.48
e	8"	6	Each	1,515.73
f	10"	6	Each	2,394.40
g	12"	6	Each	2,967.06

(Continued)

Notes:

- 1 For questions, please contact Ely Vargas 580-581-3456.
- 2 This is a requirements contract
- 3 There are no insurance requirements for this contract
- 4 Please submit two copies of any additional documents such as descriptive literature
- 5 **WARRANTY:**
The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract

The vendor must also provide details, including prices, on any available extended or optional warranties. The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.

Bid Number:

Bid Title: Water Line Fittings & Valves

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE
2	M.J. Butterfly valves with Accessories			
a	8"	6	Each	1,587.26
b	10"	6	Each	2,192.32
c	12"	6	Each	2,605.06
d	14"	6	Each	4,248.90
e	16"	6	Each	5,032.32
f	18"	4	Each	5,686.57
g	20"	4	Each	7,660.49
h	24"	4	Each	10,636.53
i	30"	4	Each	19,249.71
j	36"	4	Each	22,505.14
3	Reducers, Plain end - Plain end with Accessories			
a	4" x 3"	2	Each	121.34
b	6" x 3"	2	Each	153.30
c	6" x 4"	5	Each	62.38
d	8" x 4"	5	Each	177.57
e	8" x 6"	5	Each	194.73
f	10" x 6"	5	Each	245.04
g	10" x 8"	5	Each	263.98
4	Reducers, M.J. with Accessories			
a	4" x 3"	2	Each	171.68
b	6" x 3"	2	Each	153.33
c	6" x 4"	5	Each	198.91
d	8" x 4"	5	Each	248.64
e	8" x 6"	5	Each	275.87
f	10" x 6"	5	Each	344.54
g	10" x 8"	5	Each	367.63
5	M.J. Bends with Accessories			
a	3"	2	Each	119.58
b	4"	2	Each	139.12
c	6"	4	Each	211.34
d	8"	6	Each	278.83
e	10"	6	Each	428.60
f	12"	6	Each	538.12
6	M.J. 45° Bends with Accessories			
a	3"	1	Each	112.48
b	4"	2	Each	125.50
c	6"	4	Each	185.88
d	8"	6	Each	243.90
e	10"	6	Each	350.46
f	12"	6	Each	467.08

7	M.J. 22 1/2° Bends with Accessories			
a	3"	2	Each	87.02
b	4"	2	Each	121.36
c	6"	4	Each	175.82
d	8"	4	Each	239.76
e	10"	4	Each	349.87
f	12"	4	Each	423.87
8	M.J. 11 1/4° Bends with Accessories			
a	3"	2	Each	93.54
b	4"	2	Each	118.99
c	6"	4	Each	180.56
d	8"	4	Each	225.55
e	10"	4	Each	348.68
f	12"	4	Each	405.52
9	M.J. D.I. Tees with Accessories			
a	4" x 3"	2	Each	201.28
b	6" x 3"	2	Each	246.86
c	8" x 3"	2	Each	341.58
d	10" x 3"	2	Each	449.32
e	12" x 3"	2	Each	562.99
f	4" x 4"	4	Each	192.99
g	6" x 4"	4	Each	284.16
h	6" x 6"	4	Each	307.84
i	8" x 4"	4	Each	321.45
j	8" x 6"	4	Each	362.30
k	8" x 8"	4	Each	416.17
l	10" x 4"	2	Each	467.67
m	10" x 6"	4	Each	468.27
n	10" x 8"	4	Each	524.51
o	10" x 10"	4	Each	593.77
p	12" x 4"	4	Each	542.86
q	12" x 6"	4	Each	552.93
r	12" x 8"	4	Each	615.68
s	12" x 10"	4	Each	761.90
t	12" x 12"	4	Each	761.31
10	Transition Gaskets			
a	6"	10	Each	8.88
b	8"	10	Each	12.41
c	10"	10	Each	14.80
d	12"	10	Each	16.01
11	Tee Bolts			
a	5/8" x 3"	60	Each	2.36
b	3/4" x 3 1/2"	150	Each	2.95
c	3/4" x 4"	250	Each	2.95
d	3/4" x 4 1/2"	250	Each	3.55
e	3/4" x 5"	250	Each	3.55
f	1" x 6"	250	Each	8.28

g	1 1/4" x 6"	250	Each	8.28
12	Bell Clamps for Lead Joint			
a	4"	15	Each	135.82
b	6"	15	Each	149.58
c	8"	15	Each	206.68
d	10"	15	Each	259.70
13	Solid Sleeves (long) with Accessories			
a	4"	10	Each	129.64
b	6"	26	Each	198.91
c	8"	26	Each	280.60
d	10"	26	Each	355.79
e	12"	26	Each	440.44
f	14"	26	Each	667.18
g	16"	26	Each	806.30
h	18"	20	Each	1,057.90
i	20"	20	Each	1,321.93
j	24"	20	Each	1,768.89
k	30"	20	Each	3,546.08
l	36"	20	Each	5,027.26
14	Adaptors, Solid x Swivel			
a	6" x 13"	5	Each	218.44
b	6" x 18"	5	Each	240.94
c	6" x 24"	5	Each	325.00
d	6" x 30"	5	Each	No Quote
e	8" x 13"	5	Each	280.00
f	10" x 13"	5	Each	496.62
g	12" x 13"	5	Each	736.44
15	Swivel Tees with Accessories			
a	6" x 6"	15	Each	320.02
b	8" x 6"	15	Each	385.23
c	8" x 8"	15	Each	529.94
d	10" x 6"	15	Each	495.34
e	10" x 8"	15	Each	612.82
f	12" x 6"	15	Each	549.89
g	12" x 8"	15	Each	746.61
h	14" x 6"	5	Each	1,153.64
i	16" x 6"	5	Each	936.38
j	16" x 8"	5	Each	1,991.59
k	18" x 6"	5	Each	1,557.39
l	20" x 6"	5	Each	1,646.78
m	20" x 8"	5	Each	No Quote
n	24" x 6"	5	Each	2,354.81
o	24" x 8"	5	Each	No Quote
16	M.J. x M.J. Offsets with Accessories			
a	4" x 12"	2	Each	224.96
b	6" x 12"	2	Each	365.26
c	6" x 18"	2	Each	429.20

d	6" x 24"	2	Each	522.73
e	8" x 6"	2	Each	403.74
f	8" x 12"	2	Each	494.91
g	8" x 18"	2	Each	596.14
h	10" x 6"	2	Each	577.20
i	10" x 12"	2	Each	719.87
j	10" x 18"	2	Each	834.72
k	12" x 6"	2	Each	769.01
l	12" x 12"	2	Each	839.85
m	12" x 18"	2	Each	989.82
n	12" x 24"	2	Each	1,345.61
o	12" x 30"	2	Each	1,285.82
17	Swivel x Swivel Ells, 90°		Each	
a	6"	10	Each	255.15
b	8"	10	Each	380.51
18	Swivel Gland assemblies			
a	4"	10	Each	50.89
b	6"	10	Each	56.22
c	8"	10	Each	67.46
d	10"	10	Each	No Quote
e	12"	10	Each	174.00
19	Complete Valve Box, #70	150	Each	51.02
20	6" Cast Iron Mushroom Lids	100	Each	23.98
21	M.J. Glands		Each	
a	3"	4	Each	8.28
b	4"	10	Each	13.02
c	6"	30	Each	15.38
d	8"	30	Each	23.68
e	10"	30	Each	29.59
f	12"	30	Each	30.18
g	14"	30	Each	47.93
h	16"	30	Each	47.93
i	18"	20	Each	78.12
j	20"	20	Each	111.26
k	24"	20	Each	165.12
l	30"	20	Each	240.28
m	36"	20	Each	411.32
n	42"	10	Each	644.51
22	M.J. Gaskets			
a	3"	4	Each	7.69
b	4"	10	Each	7.69
c	6"	30	Each	7.69
d	8"	30	Each	8.28
e	10"	30	Each	11.24
f	12"	30	Each	12.42
g	14"	30	Each	21.30
h	16"	30	Each	21.30

i	18"	20	Each	23.08
j	20"	20	Each	24.85
k	24"	20	Each	31.36
l	30"	20	Each	72.79
m	36"	20	Each	82.85
n	42"	10	Each	172.22
23	M.J. Gland Packs			
a	3"	4	Each	21.90
b	4"	10	Each	28.41
c	6"	30	Each	38.48
d	8"	30	Each	42.64
e	10"	30	Each	60.97
f	12"	30	Each	62.75
g	14"	30	Each	95.90
h	16"	30	Each	102.41
i	18"	20	Each	132.60
j	20"	20	Each	182.33
k	24"	20	Each	254.56
l	30"	20	Each	454.06
m	36"	20	Each	662.44
n	42"	10	Each	1,137.23

City of Lawton

INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: <u>Colbie.Garrett@lawtonok.gov</u> ACCEPTING ELECTRONIC BIDS ON: <u>www.bidnetdirect.com/oklahoma/cityoflawton</u>	
Date Bid Typed: June 3, 2025	Dates Bid Advertised: June 6, 2025	No Bids Received After: June 25, 2025 2:00pm	
Contract Number and Title: CL25-029 Waterline Fittings & Valves		Requirements-type Contract:	Contract Period: August 1, 2025-July 31, 2026
Bid Openings are held at Lawton City Hall 3rd Floor Finance Conference Room 212 SW 9th St. Lawton, OK 73501 @ 2:00pm			
Vendor Name and Point of Contact: PIONEER SUPPLY LLC KEN KENDRICK		Reason for No Bid:	
Mailing Address: 2008 POLE ROAD		Terms: NET 30 DAYS	
City: State: Zip: MOORE OK 73160		Delivery: STOCK TO 90 DAYS	
Area Code and Phone Number: 405/794-7705		Email Address: KENDRICK@PIONEER SUPPLY OK.COM	
Federal Employer Identification Number or Social Security Number 26-0891196			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF OKLAHOMA COUNTY OF CLEVELAND

RANDAH L LILLARD

of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for 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 to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Randahl L. Lillard

SIGNATURE OF AUTHORIZED AGENT

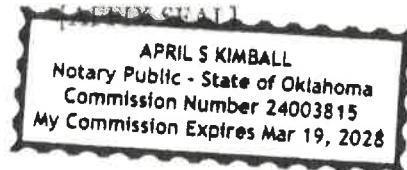
Firm: PIONEER SUPPLY LLC
 Address: 2008 POLE ROAD
MOORE OK 73160
 (City, State, Zip)
 Phone: 405/794-7705

RANDAH L LILLARD MANAGING MEMBER
 PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 25th day of JUNE, 2025
April S. Kimball
 Notary Public
 My Commission expires: 7/19/28

INVITATION TO BID AND CONTRACT
 PAGE 1 OF 11

FORM REVISED 6/5/24



AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA
COUNTY OF CLEVELAND SS

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

PIONEER SUPPLY LLC
Business Name / Contractor Name

[AFFIX SEAL]

Randahl L. Lillard
Signed RANDAH L. LILLARD
Print :

Attested to before me this 25th day of JUNE 2025

April S. Kimball
Notary Public

My Commission Expires 3/19 2028

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.

APRIL S KIMBALL
Notary Public - State of Oklahoma
Commission Number 24003815
My Commission Expires Mar 19, 2028



CITY OF LAWTON

212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

CL25-029

Contract Number

PIONEER SUPPLY LLC

Name of Contractor (Print)

6/25/2025

Date

Randahl L. Lillard

Signature, Member of Firm or Officer of Corporation

MANAGING MEMBER

Title

SPECIFICATION COMPLIANCE

FAILURE TO COMPLETE THIS PAGE MAY RESULT IN BID REJECTION

BID NUMBER: CL25-029

BID TITLE: Waterline Fittings & Valves

COMPANY:

PIONEER SUPPLY LLC

SUBMITTED BY:

Randahl L. Lillard

SIGNATURE OF AUTHORIZED AGENT

 Item(s) bid meets or exceeds all specifications.

Item(s) bid **does not** meet all specifications as shown below.

List below all exceptions to the bid specifications. Attach additional pages if necessary.

Additional page(s) to exceptions? Yes ☒ No

Bid Number: **CL25-029**

Bid Title: Water Line Fittings & Valves

Vendor Name: **PIONEER SUPPLY LLC**

Please complete above information

PRICE BID

Must be completed and returned with the bid

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE
1	M.J. Resilient Seat Gate Valves with Accessories			
a	2"	2	Each	473.25
b	3"	2	Each	651.75
c	4"	6	Each	786.35
d	6"	6	Each	943.90
e	8"	6	Each	1464.80
f	10"	6	Each	2272.60
g	12"	6	Each	2045.90

(Continued)

Notes:

- 1 For questions, please contact Ely Vargas 580-581-3456.
- 2 This is a requirements contract
- 3 There are no insurance requirements for this contract
- 4 Please submit two copies of any additional documents such as descriptive literature
- 5 **WARRANTY:**
The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract

The vendor must also provide details, including prices, on any available extended or optional warranties.

The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.

Bid Number:

Bid Title: Water Line Fittings & Valves

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE
2	M.J. Butterfly valves with Accessories			
a	8"	6	Each	1775.00.
b	10"	6	Each	2429.00.
c	12"	6	Each	2915.00.
d	14"	6	Each	4755.00.
e	16"	6	Each	5631.00.
f	18"	4	Each	6364.00.
g	20"	4	Each	8572.00.
h	24"	4	Each	11910.00.
i	30"	4	Each	21545.00.
j	36"	4	Each	25164.00.
3	Reducers, Plain end - Plain end with Accessories			
a	4" x 3"	2	Each	114.50.
b	6" x 3"	2	Each	168.30.
c	6" x 4"	5	Each	171.50
d	8" x 4"	5	Each	225.50
e	8" x 6"	5	Each	244.00
f	10" x 6"	5	Each	313.00
g	10" x 8"	5	Each	323.50
4	Reducers, M.J. with Accessories			
a	4" x 3"	2	Each	129.00
b	6" x 3"	2	Each	163.00.
c	6" x 4"	5	Each	153.50
d	8" x 4"	5	Each	189.00
e	8" x 6"	5	Each	207.00
f	10" x 6"	5	Each	245.00
g	10" x 8"	5	Each	281.00
5	M.J. Bends with Accessories			
a	3"	2	Each	127.50
b	4"	2	Each	148.00
c	6"	4	Each	225.00
d	8"	6	Each	298.50.
e	10"	6	Each	459.50
f	12"	6	Each	578.50
6	M.J. 45° Bends with Accessories			
a	3"	1	Each	119.50.
b	4"	2	Each	133.00
c	6"	4	Each	197.00.
d	8"	6	Each	260.50
e	10"	6	Each	374.50.
f	12"	6	Each	501.00.

7	M.J. 22 1/2° Bends with Accessories			
a	3"	2	Each	98.00
b	4"	2	Each	128.50
c	6"	4	Each	186.00
d	8"	4	Each	256.00
e	10"	4	Each	373.50
f	12"	4	Each	454.00
8	M.J. 11 1/4° Bends with Accessories			
a	3"	2	Each	99.00
b	4"	2	Each	135.00
c	6"	4	Each	191.50
d	8"	4	Each	240.50
e	10"	4	Each	372.50
f	12"	4	Each	434.00
9	M.J. D.I. Tees with Accessories			
a	4" x 3"	2	Each	219.50
b	6" x 3"	2	Each	262.50
c	8" x 3"	2	Each	286.50
d	10" x 3"	2	Each	480.50
e	12" x 3"	2	Each	604.00
f	4" x 4"	4	Each	205.00
g	6" x 4"	4	Each	302.50
h	6" x 6"	4	Each	327.50
i	8" x 4"	4	Each	343.00
j	8" x 6"	4	Each	387.00
k	8" x 8"	4	Each	445.50
l	10" x 4"	2	Each	500.50
m	10" x 6"	4	Each	500.00
n	10" x 8"	4	Each	561.50
o	10" x 10"	4	Each	635.00
p	12" x 4"	4	Each	582.00
q	12" x 6"	4	Each	592.00
r	12" x 8"	4	Each	660.50
s	12" x 10"	4	Each	818.50
t	12" x 12"	4	Each	817.50
10	Transition Gaskets			
a	6"	10	Each	9.65
b	8"	10	Each	13.50
c	10"	10	Each	16.10
d	12"	10	Each	17.40
11	Tee Bolts			
a	5/8" x 3"	60	Each	2.58
b	3/4" x 3 1/2"	150	Each	3.23
c	3/4" x 4"	250	Each	3.23
d	3/4" x 4 1/2"	250	Each	3.87
e	3/4" x 5"	250	Each	3.87
f	1" x 6"	250	Each	9.02

g	1 1/4" x 6"		250	Each	30.00
12	Bell Clamps for Lead Joint				
a	4" FBC 500 4.80' - 5.00'		15	Each	126.50
b	6" FBC 710 6.90' - 7.10'		15	Each	170.00
c	8" FBC-930 9.05' - 9.30'		15	Each	147.50
d	10" FBC-1140 11.10' - 11.40'		15	Each	200.50
13	Solid Sleeves (long) with Accessories				
a	4"		10	Each	137.50
b	6"		26	Each	211.50
c	8"		26	Each	300.50
d	10"		26	Each	380.00
e	12"		26	Each	472.00
f	14"		26	Each	715.00
g	16"		26	Each	861.50
h	18"		20	Each	1136.00
i	20"		20	Each	1418.00
j	24"		20	Each	1902.00
k	30"		20	Each	3808.00
l	36"		20	Each	5396.00
14	Adaptors, Solid x Swivel				
a	6" x 13"		5	Each	237.50
b	6" x 18"		5	Each	262.00
c	6" x 24"		5	Each	353.50
d	6" x 30" 36"		5	Each	449.00
e	8" x 13"		5	Each	304.50
f	10" x 13"		5	Each	541.00
g	12" x 13"		5	Each	801.50
15	Swivel Tees with Accessories				
a	6" x 6"		15	Each	319.50
b	8" x 6"		15	Each	390.00
c	8" x 8"		15	Each	544.50
d	10" x 6"		15	Each	507.50
e	10" x 8"		15	Each	632.50
f	12" x 6"		15	Each	563.50
g	12" x 8"		15	Each	778.00
h	14" x 6"		5	Each	1220.50
i	16" x 6"		5	Each	979.00
j	16" x 8"		5	Each	2216.50
k	18" x 6"		5	Each	1655.50
l	20" x 6"		5	Each	1747.00
m	20" x 8"		5	Each	1850.50
n	24" x 6"		5	Each	2515.50
o	24" x 8"		5	Each	2467.00
16	M.J. x M.J. Offsets with Accessories				
a	4" x 12"		2	Each	241.50
b	6" x 12"		2	Each	392.50
c	6" x 18"		2	Each	462.00

d	6" x 24"	2	Each	564.00
e	8" x 6"	2	Each	434.50
f	8" x 12"	2	Each	533.50
g	8" x 18"	2	Each	644.00
h	10" x 6"	2	Each	621.00
i	10" x 12"	2	Each	776.50
j	10" x 18"	2	Each	901.50
k	12" x 6"	2	Each	829.50
l	12" x 12"	2	Each	907.00
m	12" x 18"	2	Each	1070.00
n	12" x 24"	2	Each	1457.50
o	12" x 30"	2	Each	1326.00
17	Swivel x Swivel Ells, 90°		Each	
a	6"	10	Each	277.50
b	8"	10	Each	210.50
18	Swivel Gland assemblies			
a	4"	10	Each	55.50
b	6"	10	Each	61.25
c	8"	10	Each	73.50
d	10"	10	Each	102.70
e	12"	10	Each	189.50
19	Complete Valve Box, #70	150	Each	62.15
20	6" Cast Iron Mushroom Lids	100	Each	21.85
21	M.J. Glands		Each	
a	3"	4	Each	9.00
b	4"	10	Each	14.20
c	6"	30	Each	16.75
d	8"	30	Each	21.25
e	10"	30	Each	32.25
f	12"	30	Each	32.75
g	14"	30	Each	52.25
h	16"	30	Each	52.25
i	18"	20	Each	85.00
j	20"	20	Each	121.00
k	24"	20	Each	180.00
l	30"	20	Each	261.50
m	36"	20	Each	448.00
n	42"	10	Each	702.00
22	M.J. Gaskets			
a	3"	4	Each	8.40
b	4"	10	Each	8.40
c	6"	30	Each	8.40
d	8"	30	Each	9.05
e	10"	30	Each	12.25
f	12"	30	Each	13.50
g	14"	30	Each	23.25
h	16"	30	Each	23.25

i	18"	20	Each	25.15
j	20"	20	Each	27.05
k	24"	20	Each	34.15
l	30"	20	Each	79.25
m	36"	20	Each	90.25
n	42"	10	Each	187.50
23	M.J. Gland Packs			
a	3"	4	Each	23.85
b	4"	10	Each	30.95
c	6"	30	Each	41.90
d	8"	30	Each	46.40
e	10"	30	Each	66.40
f	12"	30	Each	68.30
g	14"	30	Each	104.40
h	16"	30	Each	111.50
i	18"	20	Each	144.25
j	20"	20	Each	198.50
k	24"	20	Each	277.00
l	30"	20	Each	494.25
m	36"	20	Each	721.00
n	42"	10	Each	1238.00



LIMITED WARRANTY

10-Year Limited Warranty – Mueller® Resilient Wedge Valves 2361 and 2362 Series

Mueller Co. LLC ("Mueller") warrants each of its Resilient Wedge Gate Valves 2361 and 2362 Series (the "Product(s)") to be free from defects in material and workmanship (the "Warranty") for a period of ten (10) years from the date of shipment. The purchaser shall assume all responsibility and expenses for removal, reinstallation, and shipping charges in connection with this Warranty. Mueller's obligations under this Warranty are conditioned upon prompt written notice of the defect from the purchaser, which should occur within fifteen (15) calendar days of the discovery of any alleged Warranty claim. If any such Product is proven to have failed to conform to the Warranty, then Mueller, at its sole option, shall refund, repair or replace the defective Product (F.O.B. point of manufacture). Mueller shall have the right to inspect the Product for which a claim is made under this Warranty. If Mueller requests such an inspection, then the purchaser must return the Product to Mueller, transportation prepaid.

This Warranty does not cover defects or failures of any Product caused by (a) external forces such as, but not limited to, acts of God or the elements, civil insurrection, vandalism, vehicular or other impact, application of excessive torque to the operating mechanism, presence of foreign matter, or frost heave (b) the products not being installed or maintained as required by Mueller's instructions, American Water Works Association publications C509/C515, common practice, and/or applicable laws; (c) the defect arises, in whole or part, because purchaser failed to follow Mueller's instructions or local codes as to the storage, installation, commissioning, use or maintenance of the products; (d) highly corrosive conditions, excessive quantity of chemicals or chemicals not typically used in connection with the use of the Product, abrasive or damaging hydraulic or mechanical conditions or excessive heat; and (e) unauthorized alterations, modifications or repairs by any party other than Mueller.

THE REMEDIES SET FORTH IN THIS WARRANTY SHALL CONSTITUTE PURCHASER'S SOLE AND EXCLUSIVE REMEDY, AND MUELLER'S SOLE AND EXCLUSIVE OBLIGATIONS. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING SPECIFICALLY, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN STATEMENT OR REPRESENTATION BY MUELLER, ITS AGENTS OR EMPLOYEES SHALL CONSTITUTE OR CREATE A WARRANTY OR EXPAND THE SCOPE OF ANY WARRANTY HEREUNDER. UNDER NO CIRCUMSTANCES SHALL MUELLER BE LIABLE TO PURCHASER OR TO ANY OTHER PERSON UNDER ANY CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHER LEGAL OR EQUITABLE CLAIM OR THEORY FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED, CONSEQUENTIAL, OR INDIRECT DAMAGES. FURTHER, MUELLER HEREBY LIMITS ITS TOTAL LIABILITY TO THE PURCHASE PRICE OF THE PRODUCT GIVING RISE TO THE CLAIM.

Products manufactured by a third party ("Third-Party Product") may be incorporated into or packaged together with, the Products. Third-Party Products are not covered by the Warranty. MUELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, AND MUELLER EXPRESSLY DISCLAIMS ANY, WARRANTY OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF TITLE, OR AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; WHETHER ANY OF THE FOREGOING ARE (OR ARE BELIEVED TO BE) EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

For more information about us or to view our full line of water products, please visit <https://www.muellerwaterproducts.com>

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F 13578 04/23/25

CONDITIONS OF SALE

Pricing quoted is based upon Buyer's acceptance of Seller's Standard Terms and Conditions and Limited Warranty which are attached as Attachment A. Buyer must reference Project Name and quote number on all purchase orders related to this quotation. Requested changes to Seller's Standard Terms and Conditions or Limited Warranty may result in a change of price quoted.

Commercial Terms:

FOB Point : Origin
Freight Terms : PPA Pre-Pay & Add
Payment Terms : Net 30 Days
Price Validity : 7/1/25 to 7/31/26
Warranty : 24 Months
Packaging : Standard

Extended Warranty

ADD 2% FOR 36 MONTH WARRANTY
ADD 3% FOR 48 MONTH WARRANTY
ADD 5% FOR 60 MONTH WARRANTY

1. Quoted Prices Exclude:

- 1.1 All Taxes
- 1.2 Flange nuts, bolts, gaskets, anchor, mounting bolts, Victaulic couplings, Mechanical Joint Accessories, thimbles, or non-standard tags.
- 1.3 Extension stems, soil pipes, valve boxes, covers, or "tee" wrenches
- 1.4 Installation and start-up service, on-site training, classroom instruction.
- 1.5 Hydraulic oil for cylinder operators and/or accumulator systems.
- 1.6 Spare parts
- 1.7 Exceptions/Notes:
 - Exception: MJ Accessories by others.

2. Clarifications

- 2.1 Standard Henry Pratt actuators are designed per AWWA C504, maximum 150 ft-lbs input torque at the nut, or maximum 80 ft-lbs rim pull for hand wheel gears.
- 2.2 Standard design butterfly valve 24" and smaller have squeeze pins to affix the disc to valve shaft in lieu of taper pins with nuts and bolts.
- 2.3 Valves are not considered equipment, we will not be providing manufacturer's representative for verification / written certification of proper installation, lubrication, alignment, etc.
- 2.4 Standard butterfly valves 20" and smaller has bonded seat-on-body design. No seat adjustment or replacement of the valve seat is required through the life of the valve, under normal conditions
- 2.5 Hydrostatic testing will be performed using ambient water temperature

11. Taxes. Seller's prices do not include sales, excise or other taxes. Purchaser shall pay all such taxes. If Purchaser claims a tax exemption, Purchaser shall provide Seller with the necessary tax-exemption numbers and certificates. If Seller accepts an exemption but is later required by the taxing authority to pay taxes, Purchaser shall reimburse to Seller the amount of such taxes.

12. Limited Warranty. For a period of one calendar year from the date of shipment, Seller warrants that goods sold and delivered by Seller to Purchaser will conform to the number and type of goods described in the accepted purchase order and that such goods will be free from defects in material and workmanship.

THIS LIMITED WARRANTY IS SELLER'S SOLE AND EXCLUSIVE WARRANTY. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. SELLER DOES NOT WARRANT THAT THE GOODS ARE FIT FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE GOODS ARE MERCHANTABLE.

13. Product Disclaimers. All tooling required to manufacture products are the property of Seller even if tooling costs are incurred by Purchaser. Seller has the right to change product design, engineering, materials, tooling and processes that do not affect the intended use and application of the product. Seller will notify Purchaser if changes are substantial and may affect the application or appearance of the product. Furthermore, references to Buyer's specifications and similar requirements are only to describe the goods and do not give rise to any representation, warranty or other sales term.

Seller manufactures to industry standards and makes every effort to address applications of its products. Please see current technical advisory at Seller's web site, sipindustries.com, for up to date product support and recommendations. All product dimension, designs, technology, tooling, process, software, innovations, and drawings are considered intellectual property and are owned and confidential to Seller. Purchaser has no rights or privileges to SIP industries intellectual property including product applications without Seller's express written consent.

14. Prompt notice required for Limited Warranty claims. Buyer is responsible for promptly inspecting goods on delivery and notifying Seller, within sixty (60) days of delivery to Buyer, of any nonconformity or defect that would be discovered on a reasonable and customary inspection. Provided that such notice is given and that the warranty claim is made within one year, Seller will provide a replacement or price adjustment, in Seller's discretion, not to exceed the net sales price of the defective product. However, this warranty shall be of no force or effect absent such timely notice. Seller shall not in any event be responsible for labor, removal or installation charges incurred in connection with the replacement of defective goods.

15. Conditions to Limited Warranty. Purchaser shall notify Seller immediately upon discovery of a defect so that Seller may inspect the product in its installed condition. Seller shall not be responsible for defects or failures in goods of which it is not so notified; nor shall Seller be responsible for goods manufactured or sold by other parties or losses or impairments caused by such goods; nor shall Seller be responsible for defects or failure of goods due to improper installation, improper usage, normal or abnormal wear and tear, erosion or corrosion, improper storage, use or maintenance, vandalism, vehicular or other accidents, or storms or other forces beyond the control of the parties. Seller also shall not be responsible for goods that have been damaged by misuse, negligence or accident or that have been altered or repaired by any party other than Seller.

16. Limitation on Liability. In the event any remedy hereunder fails of its essential purpose and monetary damages may be imposed, Seller's liability, whether founded in contract or tort (including negligence), arising out of or resulting from (i) the Purchase Order and resulting contract or the performance or breach thereof, or (ii) the design, manufacture, delivery, sale, repair, replacement or use of the goods, shall not exceed the cost of the goods at issue in the claim. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, SELLER SHALL NOT BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, RECALL-RELATED EXPENSES, AND LOSS OF USE OF THE GOODS.

17. Purchaser specifications. If Seller has designed the goods using information provided by Purchaser, Seller shall not be responsible for design errors resulting from inaccurate or incomplete information supplied by Purchaser. If

Section L

Ford® Pipe Repair Products

Warranty

All merchandise is warranted to be free from defects in material and factory workmanship for one year from date of shipment from our factory. We will provide, free of charge, new products in equal quantities for any that prove defective within one year from date of shipment from our factory. Manufacturer shall not be liable for any loss, damage, or injury, direct or consequential, arising out of the use of or the inability to use the product. Before using, user shall determine the suitability of the product for user's intended use and user assumes all risk and liability whatever in connection therewith. No claims for labor or consequential damage will be allowed. The foregoing may not be changed except by agreement signed by an officer of the manufacturer.

No other warranties are applicable or may be implied, including the implied warranty of merchantability and the implied warranty of fitness for particular purpose and any warranty relating to infringement or the like, all of which are disclaimed.

Please Note:

Consult the Ford Meter Box Company, Inc. website (www.fordmeterbox.com) for the most recent catalog information. The Ford Meter Box Company considers the information in this catalog to be correct at the time of publication. Items and option availability, including specifications, are subject to change without notice. Please verify that your product information is current.



The Ford Meter Box Company, Inc. 775 Manchester Avenue, P.O. Box 443, Wabash, Indiana, USA 46992
Telephone: 260.563.3171 • FAX: 1.800.826.3487 • Overseas FAX: 260.563.0167 • fordmeterbox.com

06/2021 - 4M Modern Graphics

City of Lawton

INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: <u>Colbie.Garrett@lawtonok.gov</u> ACCEPTING ELECTRONIC BIDS ON: <u>www.bidnetdirect.com/oklahoma/cityoflawton</u>	
Date Bid Typed: June 3, 2025	Dates Bid Advertised: June 6, 2025	No Bids Received After: June 25, 2025 2 : 00pm	
Contract Number and Title: CL25-029 Waterline Fittings & Valves		Requirements-type Contract: Contract Period: August 1, 2025-July 31, 2026	
Bid Openings are held at Lawton City Hall 3rd Floor Finance Conference Room 212 SW 9th St. Lawton, OK 73501 @ 2:00pm			
Vendor Name and Point of Contact:		Reason for No Bid:	
Mailing Address:		Terms:	
City: State: Zip:		Delivery:	
Area Code and Phone Number:		Email Address:	
Federal Employer Identification Number or Social Security Number			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: **STATE OF** Oklahoma **COUNTY OF** Tulsa

Zach Wolfe

of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for 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 to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

SIGNATURE OF AUTHORIZED AGENT

Zach Wolfe Estimator

PRINT/TYPE NAME/TITLE

Firm: Tulsa Winwater Co.

Address: 1801 S. 49th W. Ave

Tulsa OK 74107

(City, State, Zip)

Phone: (918) 203-0183

Subscribed & sworn before me this 24th day of June, 2025.

Lance Arnesen

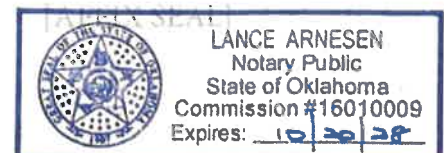
Notary Public

My Commission expires:

10/20/28

INVITATION TO BID AND CONTRACT
PAGE 1 OF 11

FORM REVISED 6/5/24



AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Oklahoma

SS

COUNTY OF Tulsa

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

Tulsa Winwater Co.

Business Name / Contractor Name

[AFFIX SEAL]

Signed

Print:

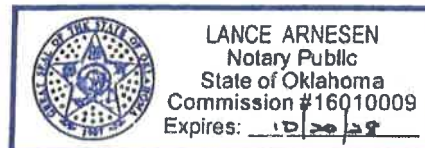
Zack Wolfe

Attested to before me this 24th day of June 2025

Lance Arnesen
Notary Public

My Commission Expires 10/20 2028

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.





CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

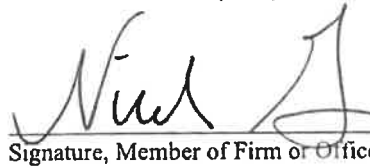
CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

918-203-0183
Contract Number

6-25-25
Date

Nicole Gorbet
Name of Contractor (Print)


Signature, Member of Firm or Officer of Corporation

Officer Manager
Title

SECTION 0201

WATERLINE CONSTRUCTION

I. GENERAL:

All potable water mains shall be constructed of ductile-iron materials, or polyvinyl-chloride (PVC) materials. All construction materials and procedures shall conform to Oklahoma State Department of Environmental Quality (ODEQ) requirements, City of Lawton standard details, the construction drawings, and the following specifications. All standard specifications referred to shall be the latest edition in effect at the time construction begins.

II. MATERIALS:

1. DUCTILE IRON PIPE: Ductile-iron pipe shall be manufactured in the United States of America in accordance with AWWA C151 (ANSI A21.51). The pressure rating, thickness class, net weight of pipe without lining, length of pipe and name of manufacturer shall be clearly marked on each joint of pipe.

1.1 JOINTS:

1.1.1 BURIED JOINTS: Shall be push-on, mechanical, or restrained in accordance with AWWA C111.

1.1.2 ABOVE GROUND JOINTS: Shall be flanged in accordance with AWWA C110.

1.1.3 JOINT GASKETS: Shall comply with AWWA C111 (ANSI A21.11).

1.2 COATINGS:

1.2.1 INSIDE: All ductile-iron pipe shall be internally lined with Cement-mortar in accordance with AWWA C104 (ANSI A21.4).

1.2.2 OUTSIDE: All ductile-iron pipe shall be coated externally with a bituminous coating or coal tar primer approximately 1 mil thick. The finished coating shall be continuous and smooth.

1.3 THICKNESS CLASS:

1.3.1 Ductile-Iron Pipe: The thickness class for ductile iron pipe shall be Class 50 for underground pipe and Class 52 for aboveground pipe unless specified differently elsewhere in these specifications or on the construction drawings.

2. POLYVINYL-CHLORIDE (PVC) PIPE: PVC pipe shall be manufactured in accordance with AWWA C900 for pipe all pipe Each joint of pipe shall be clearly marked with the nominal size and O.D. base, material code designation, dimension ratio number, AWWA pressure class and designation number, manufacturer's name or trademark and production code, and seal of the testing agency verifying the suitability of the pipe material for potable water service.

2.1 JOINTS:

2.1.1 BURIED JOINTS: All pipe joints shall be push-on.

2.1.2 JOINT GASKETS: Shall be elastomeric and comply with ASTM F477.

2.2 THICKNESS CLASS:

2.2.1 PVC PIPE: The thickness class for PVC pipe shall be DR-18 unless specified differently elsewhere in these specifications or on the construction drawings. PVC pipe shall not be used for above ground installations.

3. FITTINGS:

3.1 DUCTILE-IRON COMPACT FITTINGS: All fittings shall be ductile-iron compact fittings and shall comply with AWWA C153. All mechanical joint fittings through 24" Dia. pipe shall be Class 350. Mechanical joint fittings for larger than 24" Dia. pipe and all flanged fittings shall be Class 250. All fittings shall have the same inside and outside coatings as ductile-iron pipe. Join pipe and fittings in accordance with manufacturer's instructions, unless otherwise shown or specified.

4. MECHANICAL JOINT RESTRAINTS:

4.1 DESIGN/MATERIAL

The mechanical joint restraints shall be designed so that the wedges and wedge actuating components are incorporated into the design of the

follower gland. It shall consist of individually activated wedges that increase their resistance to pullout as pressure or external forces increase. These wedges must be mechanically retained. "Set Screw" designs are not acceptable.

The mechanical joint restraints shall be made from grade 65-45-12 ductile iron material in accordance with ASTM A536. The wedges shall be heat treated to a minimum hardness of 370 BHN.

The mechanical joint restraints shall be designed with torque-limiting twist-off nuts to assure proper actuation of the restraining wedges. Once the twist-off nut is removed it will expose a bolt head of proper size to loosen and remove the joint restraint if conditions require its removal or repositioning. This bolt head must be capable of accommodating a six-point socket for loosening and tightening.

Chemical and nodularity test shall be performed as recommended by the Ductile Iron Society, on a per ladle basis.

The mechanical joint restraints for ductile iron pipe must have dimensions and thicknesses equal to or greater than the EBAA Iron Megalug 1100 series. The mechanical joint restraints for PVC must have dimensions and thicknesses equal to or greater than the EBAA Iron Megalug 2000 PVC series.

4.2 TRACEABILITY

An identification number consisting of year, day, plant and shift (YYDDD) (plant designation) (shift number), shall be cast into each gland body. All physical and chemical test results shall be recorded such that they can be accessed via the identification number on the casting. These Material Traceability Records are to be made available, in hard copy, to the purchaser that requests such documentation and submits his/hers gland body identification number.

4.3 COATING

All wedge assemblies and related parts shall be processed through a phosphate wash, rinse and drying operation prior to coating application. The coating shall consist of a minimum of two coats of liquid Xylan fluoropolymer with heat cure to follow each coat.

All casting bodies shall be surface pretreated with a phosphate wash, rinse, and sealer before drying. The coating shall be electrostatically applied and heat cured. The coating shall be a polyester based powder to provide corrosion, impact, and UV protection. Requests for approved equal must submit coating material and process details for review prior to bid.

4.4 APPROVALS

Mechanical joint restraint devices for ductile iron pipe shall be listed by Underwriters Laboratories (3" through 24") and approved by Factory Mutual (3" through 12")

Mechanical joint restraint devices for PVC pipe shall be listed by Underwriters Laboratories and approved by Factory Mutual (4" through 12"). The sizes 4" through 24" shall meet or exceed the requirements of ASTM F1674 of the latest revision.

Mechanical joint restraints for ductile iron pipe shall be Megalug Series 1100, and/or for PVC shall be Megalug Series 2000 produced by EBAA Iron Inc. or approved equal.

The Engineer/Project Manager shall be the sole authority in determining acceptability of all products.

5. POLYETHYLENE ENCASEMENT: Polyethylene used to wrap pipe, fittings, and other appurtenances shall be manufactured in accordance with AWWA C105 (ANSI A21.5).

6. RESILIENT-SEATED GATE VALVES: All gate valves furnished shall be manufactured by Mueller, American-Darling, U.S. Pipe, Clow, M&H or Kennedy. The valves shall conform to AWWA C509, except where modified by the following specifications:

6.1 JOINTS: Valves to be hub end, mechanical joint unless specified differently on the plans. The dimensions of sockets for hub-end and mechanical-joint valves shall conform to the dimensions of AWWA Standard Specifications for Special Casting not lighter than Class B, and in any case, shall have an inside diameter not less than 0.80 inches larger than the outside diameter of the pipe connected therewith.

6.2 STEM: The valve stem shall be non-rising. The stem seal shall be comprised of one "O" ring above and one "O" ring below the thrust collar forming a lubricant reservoir between to isolate and lubricate the thrust collar and thrust collar bearing surfaces. The thrust collar shall be secured in a machined recess in the top of the bonnet so replacement of the stem can be made without bonnet removal.

6.3 OPERATING NUT: The operating nut shall be left-hand opening (counterclockwise) and shall be painted black.

6.4 DISC: The valve disc shall be fully epoxy coated with the rubber seat attached to the disc by self-setting stainless steel set screws or shall be fully rubber encapsulated. The disc shall be constructed in such a manner as to eliminate the collection of corrosive material in the center of the disc cavity.

6.5 FLANGES: All flanges for flanged-end valves shall conform to the American Class 125 standard.

6.6 INTERIOR COATINGS: All internal ferrous metal surfaces (machined or cast) shall be factory epoxy coated with an epoxy material approved by the Food and Drug Administration.

7. BUTTERFLY VALVES: All butterfly valves shall be designed for buried operation. Valves shall conform to AWWA C504 and be Class 150B unless specified differently elsewhere in these specifications or on the construction drawings.

7.1 BODY, DISC & SHAFT: Butterfly valves shall have cast iron or ductile iron bodies, alloy cast iron or ductile iron discs, and one-piece stainless-steel shafts extending full size through the valve disc and bearings.

7.2 SEATS: Valve seats shall be constructed of Buna-N and bonded or mechanically retained to the valve body or to the body or disc. Ring type rubber seats not mechanically fitted to the body or disc will not be acceptable. Seals mounted on the disc shall be designed with a shoulder providing 360° mechanical retention against the seat pulling out from between the retaining ring and disc. The clamp ring cap screws shall pass through the rubber seat for added retention.

7.3 JOINTS: Valves shall have mechanical or flanged ends. Flange gaskets, if used, will be red rubber.

7.4 SHAFT SEAL & BEARINGS: Shaft seals shall be self-adjusting Chevron type seals. Bearings shall be of one piece and completely retained in hubs cast integral with the body.

7.5 OPERATOR: Operators shall be capable of being earth covered and shall be fully gasketed and grease packed and designed to withstand submersion in water to at least ten (10) psi. The operator shall be standard traveling-nut type, manual operation, turning counter-clockwise to open, requiring a minimum of 30 turns to move from fully open to fully closed. Buried operators shall be equipped with valve boxes containing a valve position indicator showing direction to open.

8. TAPPING SLEEVES AND VALVES: Tapping sleeves and valves shall be manufactured by Powerseal, Mueller, American-Darling, Kennedy, U.S. Pipe or approved equal. All taps shall be at least two (2") inches smaller than the mainline pipe diameter. Taps shall not be allowed on pipe with diameters twelve inches (12") and smaller. The Engineer/Project Manager and Water Superintendent may approve a saddle installation for pipe twelve inches (12") and smaller at a location where health or safety concerns are present.

8.1 Ductile-iron tapping sleeves (all sizes) shall be heavy duty, bolted type using cadmium plated iron bolts, etc. Restrained mechanical joint type shall be used for all sizes.

Stainless steel tapping sleeves (all sizes) shall be 304 stainless steel, full wrap around type with stainless steel bolts, etc. Restrained mechanical joint type (equal to PowerSeal 3480MJ-SS or 3490MJ-SS) shall be used for pipe sizes 36" and below, and flanged type (equal to PowerSeal 3480AS or 3490AS) for pipe sizes over 36".

Epoxy coated steel tapping sleeves (for pipe larger than 24") shall be 150 psi working pressure, stainless steel nuts and bolts, anode protection, sand backfill and 12 mil thickness of fusion bonded epoxy coating (interior/exterior). Restrained mechanical joint type shall be used for pipe sizes thru 36" and flanged type for pipe sizes larger than 36".

All tapping sleeves shall be wrapped with polyethylene. All tapping sleeves and valves shall have poured concrete blocking.

8.2 VALVE ENDS: Valve ends for restrained mechanical joint type sleeves shall be standard mechanical joint. Valve inlet ends for

flanged type sleeves shall be flanged with centering lip on the valve flange to fit recess or counter bore on the outlet tapping sleeve flange. The valve outlet end for flanged type sleeves shall be a standard mechanical joint end.

9. VALVE BOXES: All valve boxes shall be constructed of a piece of DR21 or thicker PVC piping and a two (2) piece cast iron type top. The cast-iron cover shall have the word "WATER" cast in the top. The cast-iron parts of the boxes shall be constructed of materials meeting the requirements of ASTM A 48 and shall be coated by dipping in hot bituminous base material such as used for pipe dip and shall be Sigma #VB-165 or approved equal.

10. FIRE HYDRANTS: Fire hydrants shall be manufactured in accordance with AWWA C502. The only fire hydrants acceptable are the U.S. Pipe Metropolitan 250, Mueller Centurion, East Jordon and Clow Medallion. The hydrants shall be designed for a minimum of 150 psi working pressure or 300 psi hydrostatic test pressure and shall conform to AWWA C502. Hydrant valve shall be a minimum of 5-1/4" diameter.

10.1 CONNECTIONS: The fire hydrant base shall have a 6" mechanical joint connection. Hose connections shall consist of two 2-1/2" streamers and one 4-1/2" pumper. The 2-1/2" outlets shall have a 60° V-threads, 7-1/2 threads per inch, and the outside diameter of the external threads shall be 3-1/16". The 4-1/2" outlet shall have 4 threads per inch, and the outside diameter of the external threads shall be 5-3/4". All hose connections shall have National Standard threads.

10.2 PAINTING: Hydrants shall be painted with primer and finish coats of fire hydrant red paint per AWWA C-502.

10.3 OPERATING UNIT: The operating nut shall be 1-1/2" pentagon shape and shall open counter-clockwise.

11. INDIVIDUAL SERVICE MATERIALS: Water service installations are governed by Lawton City Code, and specifications have been prepared by the Engineer/Project Manager. The contractor shall follow these specifications in this work.

III. CERTIFICATION:

The Contractor shall furnish the Engineer/Project Manager an affidavit from the materials manufacturers to the effect that all inspections and tests as required in the standard specifications have been made and that the results

thereof meet the requirements of the specifications. Reports of test results shall be furnished when requested.

IV. PIPELAYING:

1. DUCTILE-IRON PIPE: Pipelaying shall be in accordance with AWWA C600.

Minimum bedding shall be Type 1, as described in AWWA C150 (ANSI A21.50). All ductile-iron pipe and appurtenances, such as fittings, fire hydrants, valves, tapping saddles, etc., shall be completely wrapped with a polyethylene encasement in accordance with AWWA C105 (ANSI A21.5).

2. PVC PIPE: Pipelaying shall be in accordance with AWWA C605. Since PVC pipe deteriorates rapidly when exposed to ultra-violet radiation, all PVC material must be stored in a manner that does not expose it to direct sunlight. During backfill of PVC pipe, the contractor shall place a locator wire along with the pipe. The wire is to be placed continuously throughout the extent of the pipeline. Wire shall be copper 12 AWG single conductor type THHN or THWN. All field splices shall be in waterproof couplings for underground installations. Wire shall extend up into valve boxes and other access points as directed by the Engineer/Project Manager. Cost of locator wire shall be included with the price bid for pipe. All cast-iron and ductile-iron appurtenances, such as fittings, fire hydrants, valves, tapping saddles, etc., shall be completely wrapped with a polyethylene encasement in accordance with AWWA C105 (ANSI A21.5).

Bid Number:

Bid Title: Water Line Fittings & Valves

Vendor Name: **Tulsa Winwater**

Please complete above information

PRICE BID

Must be completed and returned with the bid

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE
1	M.J. Resilient Seat Gate Valves with Accessories			
a	2"	2	Each	\$461.88
b	3"	2	Each	\$705.58
c	4"	6	Each	\$785.96
d	6"	6	Each	\$991.11
e	8"	6	Each	\$1,544.43
f	10"	6	Each	\$2,429.64
g	12"	6	Each	\$3,531.74

(Continued)

Notes:

1 For questions, please contact Ely Vargas 580-581-3456.

2 This is a requirements contract

3 There are no insurance requirements for this contract

4 Please submit two copies of any additional documents such as descriptive literature

5 **WARRANTY:**

The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract

The vendor must also provide details, including prices, on any available extended or optional warranties.

The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE
2	M.J. Butterfly valves with Accessories			
a	8"	6	Each	\$1,839.52
b	10"	6	Each	\$2,361.51
c	12"	6	Each	\$2,846.85
d	14"	6	Each	\$3,968.83
e	16"	6	Each	\$4,324.80
f	18"	4	Each	\$5,066.18
g	20"	4	Each	\$5,794.20
h	24"	4	Each	\$7,922.26
i	30"	4	Each	\$24,088.66
j	36"	4	Each	\$29,736.44
3	Reducers, Plain end - Plain end with Accessories			
a	4" x 3"	2	Each	\$265.15
b	6" x 3"	2	Each	\$319.72
c	6" x 4"	5	Each	\$323.59
d	8" x 4"	5	Each	\$405.70
e	8" x 6"	5	Each	\$424.98
f	10" x 6"	5	Each	\$534.70
g	10" x 8"	5	Each	\$567.29
4	Reducers, M.J. with Accessories			
a	4" x 3"	2	Each	\$285.79
b	6" x 3"	2	Each	\$328.55
c	6" x 4"	5	Each	\$320.97
d	8" x 4"	5	Each	\$387.92
e	8" x 6"	5	Each	\$408.84
f	10" x 6"	5	Each	\$534.06
g	10" x 8"	5	Each	\$577.74
5	M.J. Bends with Accessories			
a	3"	2	Each	\$154.86
b	4"	2	Each	\$169.26
c	6"	4	Each	\$236.57
d	8"	6	Each	\$326.04
e	10"	6	Each	\$515.14
f	12"	6	Each	\$634.08
6	M.J. 45° Bends with Accessories			
a	3"	1	Each	\$147.54
b	4"	2	Each	\$155.22
c	6"	4	Each	\$210.32
d	8"	6	Each	\$290.02
e	10"	6	Each	\$434.55
f	12"	6	Each	\$560.81

7	M.J. 22 1/2" Bends with Accessories			
a	3"	2	Each	\$121.28
b	4"	2	Each	\$150.95
c	6"	4	Each	\$199.94
d	8"	4	Each	\$285.75
e	10"	4	Each	\$433.94
f	12"	4	Each	\$516.24
8	M.J. 11 1/4" Bends with Accessories			
a	3"	2	Each	\$128.00
b	4"	2	Each	\$148.50
c	6"	4	Each	\$204.83
d	8"	4	Each	\$271.10
e	10"	4	Each	\$432.72
f	12"	4	Each	\$497.32
9	M.J. D.I. Tees with Accessories			
a	4" x 3"	2	Each	\$279.82
b	6" x 3"	2	Each	\$322.17
c	8" x 3"	2	Each	\$453.82
d	10" x 3"	2	Each	\$593.19
e	12" x 3"	2	Each	\$775.71
f	4" x 4"	4	Each	\$268.84
g	6" x 4"	4	Each	\$358.20
h	6" x 6"	4	Each	\$380.30
i	8" x 4"	4	Each	\$430.64
j	8" x 6"	4	Each	\$470.43
k	8" x 8"	4	Each	\$542.98
l	10" x 4"	2	Each	\$609.69
m	10" x 6"	4	Each	\$607.97
n	10" x 8"	4	Each	\$682.95
o	10" x 10"	4	Each	\$768.51
p	12" x 4"	4	Each	\$752.52
q	12" x 6"	4	Each	\$760.58
r	12" x 8"	4	Each	\$842.28
s	12" x 10"	4	Each	\$1,007.20
t	12" x 12"	4	Each	\$1,039.24
10	Transition Gaskets			
a	6"	10	Each	\$9.89
b	8"	10	Each	\$13.84
c	10"	10	Each	\$16.48
d	12"	10	Each	\$17.80
11	Tee Bolts			
a	5/8" x 3"	60	Each	\$11.60
b	3/4" x 3 1/2"	150	Each	\$12.96
c	3/4" x 4"	250	Each	\$12.96
d	3/4" x 4 1/2"	250	Each	\$14.33
e	3/4" x 5"	250	Each	\$15.01
f	1" x 6"	250	Each	\$37.53

g	1 1/4" x 6"	250	Each	\$66.64
12	Bell Clamps for Lead Joint			
a	4"	15	Each	\$169.62
b	6"	15	Each	\$186.80
c	8"	15	Each	\$258.11
d	10"	15	Each	\$324.33
13	Solid Sleeves (long) with Accessories			
a	4"	10	Each	\$133.01
b	6"	26	Each	\$193.44
c	8"	26	Each	\$292.16
d	10"	26	Each	\$394.04
e	12"	26	Each	\$484.48
f	14"	26	Each	\$737.07
g	16"	26	Each	\$936.73
h	18"	20	Each	\$1,195.02
i	20"	20	Each	\$1,447.05
j	24"	20	Each	\$1,831.25
k	30"	20	Each	\$3,886.96
l	36"	20	Each	\$5,267.20
14	Adaptors, Solid x Swivel			
a	6" x 13"	5	Each	\$283.28
b	6" x 18"	5	Each	\$306.48
c	6" x 24"	5	Each	\$393.18
d	6" x 30"	5	Each	
e	8" x 13"	5	Each	\$356.01
f	10" x 13"	5	Each	\$599.84
g	12" x 13"	5	Each	\$850.45
15	Swivel Tees with Accessories			
a	6" x 6"	15	Each	\$392.93
b	8" x 6"	15	Each	\$497.93
c	8" x 8"	15	Each	\$647.55
d	10" x 6"	15	Each	\$698.05
e	10" x 8"	15	Each	\$819.87
f	12" x 6"	15	Each	\$762.33
g	12" x 8"	15	Each	\$968.13
h	14" x 6"	5	Each	\$1,491.65
i	16" x 6"	5	Each	\$1,398.59
j	16' x 8"	5	Each	\$2,563.20
k	18" x 6"	5	Each	\$2,097.01
l	20" x 6"	5	Each	\$2,254.89
m	20" x 8"	5	Each	
n	24" x 6"	5	Each	\$2,980.99
o	24" x 8"	5	Each	
16	M.J. x M.J. Offsets with Accessories			
a	4" x 12"	2	Each	\$389.84
b	6" x 12"	2	Each	\$520.27
c	6" x 18"	2	Each	\$865.16

d	6" x 24"	2	Each	\$1,139.76
e	8" x 6"	2	Each	\$480.18
f	8" x 12"	2	Each	\$665.40
g	8" x 18"	2	Each	\$1,047.58
h	10" x 6"	2	Each	\$679.50
i	10" x 12"	2	Each	\$916.21
j	10" x 18"	2	Each	\$1,311.99
k	12" x 6"	2	Each	\$875.37
l	12" x 12"	2	Each	\$1,040.47
m	12" x 18"	2	Each	\$1,471.18
n	12" x 24"	2	Each	\$2,007.96
o	12" x 30"	2	Each	\$2,692.32
17	Swivel x Swivel Ells, 90°		Each	
a	6"	10	Each	\$313.08
b	8"	10	Each	\$260.70
18	Swivel Gland assemblies			
a	4"	10	Each	\$79.92
b	6"	10	Each	\$88.89
c	8"	10	Each	\$105.48
d	10"	10	Each	\$143.93
e	12"	10	Each	\$230.83
19	Complete Valve Box, #70	150	Each	\$57.65
20	6" Cast Iron Mushroom Lids	100	Each	\$21.36
21	M.J. Glands		Each	
a	3"	4	Each	\$9.23
b	4"	10	Each	\$14.50
c	6"	30	Each	\$17.14
d	8"	30	Each	\$21.75
e	10"	30	Each	\$32.95
f	12"	30	Each	\$33.61
g	14"	30	Each	\$53.39
h	16"	30	Each	\$53.39
i	18"	20	Each	\$87.00
j	20"	20	Each	\$123.91
k	24"	20	Each	\$183.89
l	30"	20	Each	\$267.59
m	36"	20	Each	\$458.07
n	42"	10	Each	\$717.75
22	M.J. Gaskets			
a	3"	4	Each	\$8.77
b	4"	10	Each	\$8.77
c	6"	30	Each	\$8.77
d	8"	30	Each	\$9.44
e	10"	30	Each	\$12.81
f	12"	30	Each	\$14.16
g	14"	30	Each	\$24.28
h	16"	30	Each	\$24.28

i	18"	20	Each	\$26.30
j	20"	20	Each	\$28.33
k	24"	20	Each	\$35.74
l	30"	20	Each	\$82.95
m	36"	20	Each	\$94.42
n	42"	10	Each	\$196.26
23	M.J. Gland Packs			\$0.00
a	3"	4	Each	\$24.11
b	4"	10	Each	\$31.31
c	6"	30	Each	\$42.36
d	8"	30	Each	\$46.92
e	10"	30	Each	\$67.12
f	12"	30	Each	\$69.08
g	14"	30	Each	\$105.57
h	16"	30	Each	\$112.74
i	18"	20	Each	\$145.98
j	20"	20	Each	\$200.72
k	24"	20	Each	\$280.22
l	30"	20	Each	\$499.84
m	36"	20	Each	\$729.24
n	42"	10	Each	\$1,251.89

Contract: CL25-029
Vendor(s): Pioneer Supply; Core & Main LP; Ferguson Enterprises, LLC

CITY APPROVAL

Acceptance and entry into this agreement by and on behalf of the City of Lawton is made this _____ day of _____, 20_____.

The City of Lawton, Oklahoma
a Municipal Corporation

Stanley Booker, Mayor

ATTEST:

Donnalynn Blazek-Scherler, City Clerk

LEGAL REVIEW

APPROVED, as to form and legality on behalf of the City of Lawton on the _____
day of _____, 20_____.

Tim Wilson, Interim City Attorney

Contract: CL025-029 Waterline Fittings and Valves
Vendor(s): Pioneer Supply (Line Item no. 1), LLC, Core & Main LP (Line Item no. 2),. Ferguson Enterprises, LLC. (all other line items)

CITY APPROVAL

Acceptance and entry into this agreement by and on behalf of the City of Lawton is made this _____ day of _____, 20_____.

The City of Lawton, Oklahoma
a Municipal Corporation

Stanley Booker, Mayor

ATTEST:

Donnalynn Blazek-Scherler, City Clerk

LEGAL REVIEW

APPROVED, as to form and legality on behalf of the City of Lawton on the _____
day of _____, 20_____.

Tim Wilson, Interim City Attorney

Item Title:

Consider awarding contract CL25-030 Grassing & Sodding to Green Turf Sod.

Initiator: Willie Whisenhunt, Director

Information Source:**Background:**

The City of Lawton solicited bids for contract CL25-030 Grassing & Sodding. Bid packets were mailed to four (4) prospective vendors. Two (2) bids were received. After reviewing the bid for CL25-030 Grassing & Sodding, it is the department's recommendation that the contract be awarded to Green Turf Sod. Green Turf Sod's bid was responsive and responsible, as well as, the lowest bidder and met all specifications. Sod and Grassing is used to restore the right of way disturbed during repair and maintenance of utilities.

Correlation to the True North Statement:

Grassing and sodding help prevent soil erosion, improve stormwater management, and reduce dust—supporting sustainable land use and environmental health. This aligns with goals to protect natural resources and create a more resilient urban environment. Sod installation and grassing significantly enhance curb appeal, which improves public spaces, neighborhoods, and commercial corridors. A visually appealing cityscape fosters community pride, aligns with urban renewal goals, and boosts tourism or local business. Proper grassing around roadways, sidewalks, and drainage systems helps ensure they are safe and functional, reducing erosion and improving visibility. This supports the city's duty to maintain safe, accessible public infrastructure.

Exhibit:

City Council Approval Page, Department Recommendation, Vendor's Bid paperwork

Key Issues:

Does the City of Lawton wish to award contract CL25-030 Grassing & Sodding to Green Turf Sod as the lowest responsible bidder?

Funding Source:

Sewer Construction Repair and Maintenance Account (7106501-51020) Budgeted amount is approximately \$100,000.

Recommended Action:

Award contract CL25-030 Grassing & Sodding to Green Turf Sod as the lowest responsible bidder.

ATTACHMENTS:

1. AWARD CL25-030 Grassing & Sodding

2. CL25-030 Sodding & Grassing Bid Results



City of Lawton

Department of Public Utilities

E-mail: publicutilities@lawtonok.gov
Telephone 580-581-3405
Fax 580-581-3407

Mailing Address: 103 Southwest 4th Street
Shipping Address: 2100 South 6th Street
Lawton, Oklahoma 73501

To: Justine Guevara, Accountant – Financial Services
From: Rusty Whisenhunt, Director of Public Utilities *RW*
Subject: CL25-030 Grassing & Sodding
Date: July 2, 2025

It is recommended to award the contract for Grassing & Sodding to Green Turf Sod as the lowest and responsible bidder. Contract expenditures are expected to be greater than \$100,000 per year.

Funds are available in the Sewer Construction Repair and Maintenance Account (7106501-51020).

If you have any questions regarding this information, please contact me.



CITY OF LAWTON

FINANCE DEPARTMENT

MEMORANDUM

To: John Santos, Sewer System Construction - Superintendent

From: Justine Guevara, Accountant – Financial Services

Subject: **CL25-030 Sodding and Grassing**

Enclosed please find the bids for CL25-030 Sodding and Grassing following the bid opening on Tuesday, July 2, 2025.

Please, review the bids and send us your vendor recommendation for this contract. Please, let me know if you have any questions.

Thank you,

A handwritten signature in black ink, appearing to read "JG", is written over the printed name.

Justine Guevara
Financial Services

I CERTIFY that I have opened, read, and recorded herein all bids received and listed below:

Signature: *Justine Guevara*

ABSTRACT OF BIDS

CL/RFP Number CL25-030		Page <u>1</u> of <u>1</u>		Bidder Number <u>1</u>		Bidder Number <u>2</u>	
CL/RFP Title Sodding and Grassing		Date Opened: July 2, 2025		Green Turf Sod Ryan Sullivan 10582 Se Lee Blvd Lawton, OK 73501 580-353-8873 ryan@greenturfsod.net		Garden Depot, Inc. Joe Elkouri P.O. Box 6678 Lawton, OK 73506 580-510-9983 4d@4-dlandscape.com	
Fincancial Services: Buyer Colbie Garrett		Number of ADDENDA Issued NONE		Addenda Acknowledged N/A		Addenda Acknowledged N/A	
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS.....\$25,000: CONTRACTOR'S CERTIFICATE OF COMPLIANCE				As required Yes Yes Yes		As required Yes Yes Yes	
Item No.	Description of Bid Item	Est. Qty	Unit	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks
1	Grassing, seeding	1000	sq yd				
	a. Option 1	per	sq yd	\$5.00		NO BID	
	b. Option 2	per	sq yd	\$5.00		NO BID	
2	Grassing, sprigging	1000	sq yd				
	a. Option 1	per	sq yd	NO BID		NO BID	
	b. Option 2	per	sq yd	NO BID		NO BID	
3	Material, sod	5000	sq yd				
	a. Option 1	per	sq yd	\$3.80		\$5.40	
	b. Option 2	per	sq yd	\$3.00		\$4.50	
4	Material only, sod	5000	sq yd				
	a. 500 sq ft pallet	per	pallet	\$250.00		\$300.00	
5	Hydro-mulch	1000	sq yd	\$2.70		\$10.00	

City of Lawton

INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: finadmin@lawtonok.gov ACCEPTING ELECTRONIC BIDS ON: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Bid Typed: June 12, 2025	Dates Bid Advertised: June 15, 2025	No Bids Received After: July 2, 2025 2:00pm	
Contract Number and Title: CL25-030 Sodding and Grassing		Requirements-type Contract:	Contract Period: September 1, 2025 - August 31, 2026
Bid Openings are held at Lawton City Hall 3rd Floor Finance Conference Room 212 SW 9th St. Lawton, OK 73501 @ 2:00pm			
Vendor Name and Point of Contact: Green Turf Sod		Reason for No Bid: N/A	
Mailing Address: 10582 SE Lee Blvd.		Terms: Net 15	
City: State: Zip: Lawton OK 73501		Delivery:	
Area Code and Phone Number: 580-353-8873		Email Address: Ryan@Greenturfsod.net	
Federal Employer Identification Number or Social Security Number 20-3461688			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT:

STATE OF

OK

COUNTY OF

Camarache

Ryan Sullivan

of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for 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 to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm:

Green Turf Sod

Address:

10582 SE Lee Blvd
Lawton, OK 73501

(City, State, Zip)

Phone:

580-353-8873

SIGNATURE OF AUTHORIZED AGENT

Ryan Sullivan

PRINT/TYPE NAME/TITLE

Vice-President

Subscribed & sworn before me this 2 day of July, 2025

Carla Wood

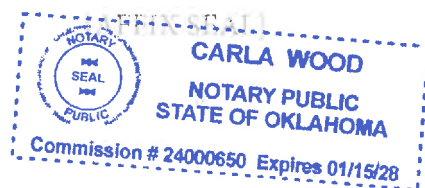
Notary Public

My Commission expires:

1-15-28

INVITATION TO BID AND CONTRACT
PAGE 1 OF 11

FORM REVISED 6/5/24

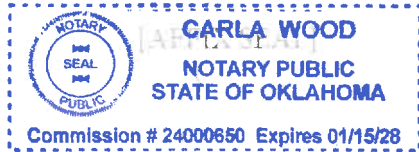


AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Oklahoma
COUNTY OF Comanche SS

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

Ryan Sullivan Inc dba Green Turf Seed/Ryan Sullivan
Business Name / Contractor Name



[Signature]
Signed
Print : Ryan Sullivan

Attested to before me this 2 day of July 2025
[Signature]
Notary Public

My Commission Expires 1-15 2028

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

CL25-030 Saddling Harness
Contract Number

Green Turt Sod
Name of Contractor (Print)

7-2-25
Date

[Signature]
Signature, Member of Firm or Officer of Corporation

Vice-President
Title

CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: S-71

SPECIFICATION TITLE: Sodding and Grassing

APPROVAL DATE: Approved 4/15/93, Revised 7/2/96, Updated 10/13/13

DELIVERY: 2100 S 6th Street, Lawton, OK 73501 – Sewer Rehab Division

a. Item(s) shall be delivered, FOB, to the address shown above.

WARRANTY: Will be considered during award.

a. Bidder is to clearly state the terms of the standard warranty and also the cost and terms of any additional available warranties.

DISCLAIMER: The City of Lawton reserves the right to accept or reject any or all bids.

DESCRIPTION:

- a. The following specifications are the minimum acceptable standards for the item(s) shown above.
- b. Any deviation from these specifications must be clearly annotated by the Bidder by checking either Y or N and on a separate page list the specification reference and detailing the deviation.
- c. Failure to annotate deviations may cause bid to be deemed as non-responsive.

ITEM	DESCRIPTION	COMPLY	
		Y	N
1	General	X	
A	This work shall consist of a vendor (hereinafter called Contractor) establishing a viable stand of Bermuda grass in accordance with these specifications and at locations specified by the City of Lawton at the time the order of placed.		

ITEM	DESCRIPTION	COMPLY	
		Y	N
2	Construction Methods		X
	The Contractor shall be responsible for providing an acceptable healthy stand of Bermuda grass. No matter what method of seeding, sprigging or sodding is used to acquire such a stand of grass, the City of Lawton shall provide a base of topsoil at least four (4) inches thick for grass.		

See Warranty
Verbage under
Note 5

	The topsoil may be salvaged from the proposed project construction site, if available, or trucked in. The City of Lawton shall provide all water necessary in order for the Contractor to provide an acceptable healthy stand of Bermuda grass. However, the Contractor must provide all labor, equipment, etc, necessary for applying the water. In order to keep accurate water usage records for the City of Lawton, it is necessary for the Contractor to obtain a water meter from the City of Lawton for a deposit. The deposit will be refunded when the water meter is returned to the City of Lawton upon completion of the specific grassing project. This water meter shall be used exclusively on a specific project. The Contractor shall protect all areas to be planted from damage or disturbance after planting operations are complete. Damage resulting from erosion, gullies, washouts or other causes shall be corrected in a manner acceptable to the City of Lawton. The City of Lawton will not accept any areas where ponding exists. Specific grassing projects will be defined and explained to the Contractor by the City of Lawton prior to the start of a specific grassing project. The City of Lawton will also further indicate at each specific project location whether seeding and sprigging or solid slab sodding shall be placed		
--	--	--	--

ITEM	DESCRIPTION	COMPLY	
		Y	N
3	MATERIALS	☒	
A	Materials shall meet the requirements of Subsection 735.01 of the ODOT Standard Specifications for Highway Construction, 2009 Edition or the latest edition thereof. Construction methods and materials shall meet the requirements of Section 230 of the ODOT Standard Specifications for Highway Construction. The actual method of application shall be satisfactory to the City of Lawton and the City of Lawton's approval shall be received prior to start of this work on a specific project. Areas which do not produce a satisfactory viable stand of grass, as determined by the City of Lawton, shall be deemed unsatisfactory and shall be regrassed by the Contractor at no additional cost to the City of Lawton. Satisfactory stand is defined as 70% coverage of area, 3' in diameter, solid slab sod shall be 100% full coverage.		

ITEM	DESCRIPTION	COMPLY	
		Y	N
4	MEASUREMENT AND PAYMENT		
A	Method of Measurement	X	
	Grassing will be measured by the square yard of surface area for all disturbed areas that the Contractor has established a healthy stand of grass to the satisfaction of the City of Lawton. Payment shall be made at the unit price bid per square yard of accepted grassing. This shall be full compensation for all materials, equipment, tools, labor and incidentals necessary to complete the work specified. Acceptable quantities of grassing will be paid for a indicated in the proceeding.		
B	Estimated Square Yards:	X	
	As the City of Lawton realizes that the potential cost for a Contractor varies on the amount of grassing purchased for a single project, the City of Lawton will pay for accepted grassing at one (1) of the options indicated.		

ITEM	DESCRIPTION	COMPLY	
		Y	N
5	AWARD OF CONTRACT	X	
A	In order for a prospective Contractor's bid to be considered responsive, the prospective Contractor for sodding must bid on items 3 & 4 indicated in the bid schedule.		

ITEM	DESCRIPTION	COMPLY	
		Y	N
6	BID INFORMATION		
	All requirements (except requirement 4) will be bid as follows:	X	
A	Option 1 – Contractor to be responsible for all watering requirements		
B	Option 2 – City to be responsible for all water requirements as recommended by the Contractor		
	Requirement 4, Material Only (Sod), will only be bid under Option 2.		

ITEM	DESCRIPTION	COMPLY	
		Y	N
7	GRASSING REQUIREMENTS		
A	Item 1 – Grassing (Seeding) – square yard	X	
	U-3 Bermuda Grass	X	
	To include all labor and materials	X	

B	Item 2 – Grassing (Sprigging) – square yard		
	U-3 Bermuda Grass	X	
	To include all labor and materials	X	
C	Item 3 – Material (Sod) and Installation – square yard		
	U-3 Bermuda Sod	X	
	Delivery to site and laid in place and rolled - min 500 sf.	X	
	To include all labor and materials	X	
D	Item 4 – Material Only (Sod) – square yard		
	Delivery to site on wooden platform – min 1 pallet	X	
E	Item 5 – Hydro-Mulch – square yard		
	To include all labor and materials	X	
	Per acre must include the following materials and rates:		
	1. 2000 lbs of virgin wool cellulose fiber	X	
	2. 600 lbs of 10-20-10 fertilizer	X	
	3. 60 lbs of hulled Bermuda grass seed	X	
	4. 4" topsoil		X

ITEM	DESCRIPTION	COMPLY	
		Y	N
8	WARRANTY	X	
A	The bidder must provide detailed information on all warranties provided with the purchase of this item. The information provided on warrantees will be a factor in determining the bid award.	X	

Company Submitting Bid:

Green Turf Sod

Name:

Ryan Sullivan

Office/Fax Number:

O: 580-353-8873 / F: 580-353-8872

Bid Number: CL25-030

Bid Title: Grassing and Sodding

Vendor

Name:

Green Turf Sod

(please complete above information)

Price Bid

(must be completed and returned with the bid)

Item	Description	Est Qty	Unit	Unit Price
1	Grassing, seeding	1,000	sq yd	
a	Option 1	per	sq yd	\$5.00
b	Option 2	per	sq yd	\$5.00
2	Grassing, sprigging	1,000	sq yd	
a	Option 1	per	sq yd	No bid
b	Option 2	per	sq yd	No bid
3	Material, sod	5,000	sq yd	
a	Option 1	per	sq yd	\$3.80
b	Option 2	per	sq yd	\$3.00
4	Material only, sod	5,000	sq yd	
a	500 sq ft pallet	per	pallet	RI \$250.00
5	Hydro-mulch	1,000	sq yd	\$2.70

Notes:

1. As per accompanying specifications.
2. This is a requirements contract.
3. There are no insurance requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.

5. WARRANTY:

- All option 1 will be watered for 30 days or until established, whichever is less
- All option 2 will be guaranteed to be alive at time of delivery or installation but will not have any establishment guarantee.
- No watering of any seeded areas is included in this pricing. Seeding of any type is not recommended.

Bid Number: CL25-030

Bid Title: Grassing and Sodding

- a) The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract.
- b) The vendor must also provide details, including prices, on any available extended or optional warranties.
- c) The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.

City of Lawton
INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: finadmin@lawtonok.gov ACCEPTING ELECTRONIC BIDS ON: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Bid Typed: June 12, 2025	Dates Bid Advertised: June 15, 2025	No Bids Received After: July 2, 2025 2:00pm	
Contract Number and Title: CL25-030 Sodding and Grassing		Requirements-type Contract:	Contract Period: September 1, 2025 - August 31, 2026
Bid Openings are held at Lawton City Hall 3rd Floor Finance Conference Room 212 SW 9th St. Lawton, OK 73501 @ 2:00pm			
Vendor Name and Point of Contact: GARDEN DEPT. Inc. Joe Elkuri		Reason for No Bid:	
Mailing Address: PO Box 667B		Terms: Net 30	
City: LAWTON	State: OK	Zip: 73506	Delivery: 5 days
Area Code and Phone Number: 580-510-9983		Email Address: yda@y-d/landscape.com	
Federal Employer Identification Number or Social Security Number 73-1575960			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT:

STATE OF

COUNTY OF _____

of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for 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 to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

SIGNATURE OF AUTHORIZED AGENT

PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 25 day of June, 2023

Notary Public

My Commission expires:

INVITATION TO BID AND CONTRACT
PAGE 1 OF 11

FORM REVISED 6/5/24

NOTARY PUBLIC State of OK
KARIE L CASEY
Comm. # 23006142
Exp. 05-02-2027

GENERAL CONDITIONS FOR BIDDING REQUIREMENTS **CONTRACTS WITH THE CITY OF LAWTON, OKLAHOMA.**

BIDDER – TO INSURE ACCEPTANCE OF THE BID, CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.

ELECTRONIC SEALED BIDS: The Electronic Bid Submission (EBS) is the electronic transfer of proposal bid data between a supplier and a contracting authority. The EBS feature on Bidnet Direct allows suppliers to submit bids/proposals online via Bidnet Direct. The EBS feature includes safeguards to ensure the security and authenticity of the material being transferred. Vendors must be registered at to <https://www.bidnetdirect.com/oklahoma> participate in EBS. Submitted documents are stored securely with a high level of security. All bids remain encrypted and not readable until bids are opened by the buyer and only after the closing date and time have passed.

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED.** Do not use white out, correction tape or some other method of masking a correction.
2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID" and explain the reason in the space provided above. Failure to respond 3 times in succession shall be cause for removal of the supplier's name from the bid mailing list, without further notice. **NOTE:** To qualify as having responded, bidder/vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the City Clerk no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way to alert the City Clerk of the urgency in order to immediately notify the Purchasing Division. The envelope will be marked indicating that the content is a challenge to a specified Invitation to Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the bidder/vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile or telephone are not acceptable. **NOTE:** Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations **WILL NOT** be provided by telephone. Bid tabulations will be provided by mail or email at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.



6. **AWARDS:**

a. As the best interest of the City may require, the right is reserved to:

1. Award by individual item, group of items, all or none, or a combination thereof.
2. Award based upon a geographical district basis with one or more suppliers.
3. To reject any and all bids or waive any minor irregularity or technicality in bids received.

b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.

7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and is executed by the Mayor and City Clerk on behalf of the City of Lawton.
8. **WAIVER:** The City of Lawton reserves the right to waive any General Provisions, Special Provision, or minor specification deviation when considered to be in the best interest of the City.
9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.
10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the **UNIT PRICE WILL GOVERN**.
11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.

13. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with bidder/vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. Samples will not be returned.
14. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.
15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Lawton Purchasing bidder/vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered for shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
17. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at the destination unless otherwise provided. "Destination: shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the bidder/vendor until accepted by the ordering agency. The bidder/vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, conforming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and it's shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
 - d. Provide the bidder/vendor with a copy of the carrier's Bill of Lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
19. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance

of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.

20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, bidder/vendor upon notice thereof from the City shall promptly correct or replace the same at bidder/vendor's expense. If bidder/vendor shall fail so to do, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The City may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The bidder/vendor shall hold and save the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/vendor are to accept only those purchase orders issued by the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, prepared on Accounting Division Forms unless instructed otherwise in the invitation to bid or executed contract agreement.
25. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, nor may the vendor withdraw or cancel the proposal, or any resulting agreement, or any part of the proposal or agreement for these reasons. Vendors may only cancel the contract, pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
26. **SUMMARY OF TOTAL SALES:** The bidder/vendor agrees to furnish City of Lawton Purchasing Division a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.
27. **PAYMENT:**

- a. **INVOICING:** The vendor shall be paid within a reasonable time after submission of proper certified invoices to the City at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.
 - b. **REQUIREMENTS ONLY PURCHASES:** The proposed Contract shall be for the quantities actually ordered during the life of the contract only. UNLESS OTHERWISE SPECIFIED, ALL CONTRACTS ARE REQUIREMENTS-TYPE CONTRACT, meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.
 - c. **Taxes:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
 - d. **Discounts:** Bidder/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidder/Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
 - e. All provisions of the Uniform Commercial Code shall be adhered to.
28. **EXTENSION:** At the end of the contract period, the contract may be extended for a period not to exceed twelve (12) months, and may be further extend for one (1) additional period not to exceed twelve (12) months, by mutual agreement between the City and the bidder/vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter and City Code. All bidder/vendors must disclose with the bid the name of any officer, director or agent who is also an employee of the City of Lawton or any of its agencies or subdivisions. Further, all bidder/vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The bidder/vendor, without exception, shall indemnify and save harmless the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City of Lawton. If the bidder/vendor uses any design, device or

materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.

31. **FACILITIES:** The City reserves the right to inspect the bidder/vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the City shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the City under this contract at the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the bidder/vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the specifications to this agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City, showing the City as an additional insured thereunder without cost to the City of Lawton, prior to the awarding of the contract:
 - a. **General Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the bidder/vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence. One hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000) for any number claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton its department boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
 - b. **Automobile Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned. A current certificate showing that the bidder/vendor has a place shall be maintained on the file with the City Clerk of the City.
 - c. **Worker's Compensation:** The bidder/vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect himself and the City against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the bidder/vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.

35. **BONDS:** Neither Bidder's Bonds or Performance Bonds are required unless specifically set forth in the specifications attached hereto. If Bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:

- a. **Bidder's Bonds:** If required as a part of the specifications on this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount state made payable to the City of Lawton. This amount will be retained by the City as damages in the event successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All Deposits and Bonds will be returned to the unsuccessful bidder/vendor's within a reasonable time after the contract has been awarded, and to the successful bidder/vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
- b. **Performance Bonds:** If a performance Bond is required under the specifications of this agreement, the successful bidder/vendor must, prior to the award of the contract, post the bond, certified check or cashiers ck in the amount stated made payable to the City of Lawton. The Bidder's bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the bidder/vendor. The performance bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.

36. **TIME OF ESSENCE:** Unless otherwise stated time shall be considered of the essence to this agreement.

- a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, inability of obtaining material or shipping space, breakdowns, delays of carrier's or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the bidder/vendor prior to submission of his bid and the City Council's acceptance thereof.
- b. When time is not of the essence this contract shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the bidder/vendor has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.

37. **DISCRIMINATION:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:

- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental impairment. The bidder/vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or physical or mental impairment. Such actions

shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The bidder/vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.

- b. The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
- c. In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the bidder/vendor.

38. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful bidder/vendor as a result of this bid. It shall be the bidder/vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid whom will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the bidder/vendor.

39. **ADVERTISING:** In submitting a proposal, bidder/vendor agrees not to use the results therefrom as a part of any commercial advertising.

40. **TERMINATION FOR CONVENIENCE OF THE CITY:**

- a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under this contract may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.
- b. Any such termination shall be effected by the delivery to the bidder/vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.
- c. After receipt of a notice of termination, the bidder/vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.

41. **VENUE:** This contract shall be governed by the laws of the State of Oklahoma.

42. **OKLAHOMA STATE CONTRACT:** Some items which the City solicits bids for are on the Oklahoma State Contract. The City is eligible to purchase from the State Contract and will check the prices on the State Contract and may elect to purchase under that contract without termination of this agreement.

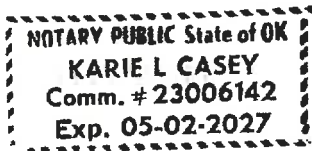
43. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. This agreement may not be modified except in writing signed by both parties.

44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Oklahoma
COUNTY OF Comanche SS

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



Garden Depot, Inc.
Business Name / Contractor Name

[Signature]
Signed
Print: Joseph P. Etkens

Attested to before me this 23 day of June 2025
[Signature]
Notary Public

My Commission Expires 05/02 2027

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON

212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

CL25-030
Contract Number

Garden Court Inc. Joseph D. Elkouri
Name of Contractor (Print)

6/23/2025
Date

[Signature]
Signature, Member of Firm or Officer of Corporation

OWNER
Title

CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: S-71

SPECIFICATION TITLE: Sodding and Grassing

APPROVAL DATE: Approved 4/15/93, Revised 7/2/96, Updated 10/13/13

DELIVERY: 2100 S 6th Street, Lawton, OK 73501 – Sewer Rehab Division

a. Item(s) shall be delivered, FOB, to the address shown above.

WARRANTY: Will be considered during award.

a. Bidder is to clearly state the terms of the standard warranty and also the cost and terms of any additional available warranties.

DISCLAIMER: The City of Lawton reserves the right to accept or reject any or all bids.

DESCRIPTION:

- a. The following specifications are the minimum acceptable standards for the item(s) shown above.
- b. Any deviation from these specifications must be clearly annotated by the Bidder by checking either Y or N and on a separate page list the specification reference and detailing the deviation.
- c. Failure to annotate deviations may cause bid to be deemed as non-responsive.

ITEM	DESCRIPTION	COMPLY	
		Y	N
1	General		
A	This work shall consist of a vendor (hereinafter called Contractor) establishing a viable stand of Bermuda grass in accordance with these specifications and at locations specified by the City of Lawton at the time the order of placed.		

ITEM	DESCRIPTION	COMPLY	
		Y	N
2	Construction Methods		
	The Contractor shall be responsible for providing an acceptable healthy stand of Bermuda grass. No matter what method of seeding, sprigging or sodding is used to acquire such a stand of grass, the City of Lawton shall provide a base of topsoil at least four (4) inches thick for grass.		

	The topsoil may be salvaged from the proposed project construction site, if available, or trucked in. The City of Lawton shall provide all water necessary in order for the Contractor to provide an acceptable healthy stand of Bermuda grass. However, the Contractor must provide all labor, equipment, etc, necessary for applying the water. In order to keep accurate water usage records for the City of Lawton, it is necessary for the Contractor to obtain a water meter from the City of Lawton for a deposit. The deposit will be refunded when the water meter is returned to the City of Lawton upon completion of the specific grassing project. This water meter shall be used exclusively on a specific project. The Contractor shall protect all areas to be planted from damage or disturbance after planting operations are complete. Damage resulting from erosion, gullies, washouts or other causes shall be corrected in a manner acceptable to the City of Lawton. The City of Lawton will not accept any areas where ponding exists. Specific grassing projects will be defined and explained to the Contractor by the City of Lawton prior to the start of a specific grassing project. The City of Lawton will also further indicate at each specific project location whether seeding and sprigging or solid slab sodding shall be placed		
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ITEM	DESCRIPTION	COMPLY	
		Y	N
3	MATERIALS		
A	Materials shall meet the requirements of Subsection 735.01 of the ODOT Standard Specifications for Highway Construction, 2009 Edition or the latest edition thereof. Construction methods and materials shall meet the requirements of Section 230 of the ODOT Standard Specifications for Highway Construction. The actual method of application shall be satisfactory to the City of Lawton and the City of Lawton's approval shall be received prior to start of this work on a specific project. Areas which do not produce a satisfactory viable stand of grass, as determined by the City of Lawton, shall be deemed unsatisfactory and shall be regrassed by the Contractor at no additional cost to the City of Lawton. Satisfactory stand is defined as 70% coverage of area, 3' in diameter, solid slab sod shall be 100% full coverage.	✓	

ITEM	DESCRIPTION	COMPLY	
		Y	N
4	MEASUREMENT AND PAYMENT		
A	Method of Measurement		
	Grassing will be measured by the square yard of surface area for all disturbed areas that the Contractor has established a healthy stand of grass to the satisfaction of the City of Lawton. Payment shall be made at the unit price bid per square yard of accepted grassing. This shall be full compensation for all materials, equipment, tools, labor and incidentals necessary to complete the work specified. Acceptable quantities of grassing will be paid for as indicated in the proceeding.	✓	
B	Estimated Square Yards:		
	As the City of Lawton realizes that the potential cost for a Contractor varies on the amount of grassing purchased for a single project, the City of Lawton will pay for accepted grassing at one (1) of the options indicated.	✓	

ITEM	DESCRIPTION	COMPLY	
		Y	N
5	AWARD OF CONTRACT		
A	In order for a prospective Contractor's bid to be considered responsive, the prospective Contractor for sodding must bid on items 3 & 4 indicated in the bid schedule.	✓	

ITEM	DESCRIPTION	COMPLY	
		Y	N
6	BID INFORMATION	✓	
	All requirements (except requirement 4) will be bid as follows:		
A	Option 1 – Contractor to be responsible for all watering requirements	✓	
B	Option 2 – City to be responsible for all water requirements as recommended by the Contractor	✓	
	Requirement 4, Material Only (Sod), will only be bid under Option 2.	✓	

ITEM	DESCRIPTION	COMPLY	
		Y	N
7	GRASSING REQUIREMENTS	✓	
A	Item 1 – Grassing (Seeding) – square yard		✓
	U-3 Bermuda Grass		
	To include all labor and materials		

B	Item 2 – Grassing (Sprigging) – square yard	☒	☒
	U-3 Bermuda Grass		
	To include all labor and materials		
C	Item 3 – Material (Sod) and Installation – square yard	☒	
	U-3 Bermuda Sod		
	Delivery to site and laid in place and rolled - min 500 sf.		
	To include all labor and materials		
D	Item 4 – Material Only (Sod) – square yard	☒	
	Delivery to site on wooden platform – min 1 pallet		
E	Item 5 – Hydro-Mulch – square yard		☒
	To include all labor and materials		
	Per acre must include the following materials and rates:		
	1. 2000 lbs of virgin wool cellulose fiber		
	2. 600 lbs of 10-20-10 fertilizer		
	3. 60 lbs of hulled Bermuda grass seed		
	4. 4" topsoil		

ITEM	DESCRIPTION	COMPLY	
		Y	N
8	WARRANTY		
A	The bidder must provide detailed information on all warranties provided with the purchase of this item. The information provided on warranties will be a factor in determining the bid award.	☒	

Company Submitting Bid:

Garden Kart, Inc.

Name:

Joseph P. Elkouri

Office/Fax Number:

580-510-9983

- 580-510-3065

Bid Number: CL25-030

Bid Title: Grassing and Sodding

Vendor

Name:

(please complete above information)

Price Bid

(must be completed and returned with the bid)

Item	Description	Est Qty	Unit	Unit Price
1	Grassing, seeding	1,000	sq yd	
a	Option 1	per	sq yd	N/A
b	Option 2	per	sq yd	N/A
2	Grassing, sprigging	1,000	sq yd	
a	Option 1	per	sq yd	N/A
b	Option 2	per	sq yd	N/A
3	Material, sod	5,000	sq yd	
a	Option 1	per	sq yd	5.40
b	Option 2	per	sq yd	4.50
4	Material only, sod	5,000	sq yd	
a	500 sq ft pallet	per	pallet	300.00
5	Hydro-mulch	1,000	sq yd	10.00

Notes:

1. As per accompanying specifications.
2. This is a requirements contract.
3. There are no insurance requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.
5. WARRANTY:



Warranty on Bid # CL25-030

Option #1

Warranty is to establish a rooted stand of grass. This will entail watering from installation date till rooted in and ready to be released from our watering services.

Option #2

Warranty is that sod will be delivered fresh cut with the last 24 hours ready for your watering within 4 hours of installation to be laid same day as delivery.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Joe ElKouri', is written over a horizontal line.

Joe ElKouri

Bid Number: CL25-030

Bid Title: Grassing and Sodding

- a) The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract.
- b) The vendor must also provide details, including prices, on any available extended or optional warranties.
- c) The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.

Contract: CL25-030
Vendor(s): Green Turf Sod

CITY APPROVAL

Acceptance and entry into this agreement by and on behalf of the City of Lawton is made this _____ day of _____, 20_____.

The City of Lawton, Oklahoma
a Municipal Corporation

Stanley Booker, Mayor

ATTEST:

Donnalynn Blazek-Scherler, City Clerk

LEGAL REVIEW

APPROVED, as to form and legality on behalf of the City of Lawton on the _____
day of _____, 20_____.

Tim Wilson, Interim City Attorney

Item Title:

Consider approving the City of Lawton Jail Food & Supplies, Contract CL25-032, to vendor Stephenson Wholesale Co. dba Indian Nation Wholesale.

Initiator: Robert Whittington

Information Source: Brandy Benton

Background:

The City of Lawton Municipal Jail Food and Supplies contract is listed for renewal. Specifications for the contract were submitted to the City of Lawton Finance Department for bids on the new contract. Upon completion of the bid process, one bid was returned to the City of Lawton with one applicant.

Correlation to the True North Statement:

Providing nutritious, safe, and consistent meals to inmates is a public health and human rights issue. A well-managed food services contract ensures the health and well-being of inmates, aligning with the city's commitment to community-wide safety and health—including for those incarcerated.

Exhibit:

City Approval page, Abstract, Vendors bid paperwork

Key Issues:

Does the City of Lawton wish to accept the proposed contract from vendor Stephenson Wholesale Co. dba Indian Nation Wholesale?

Funding Source:

1007004-51000 line 10 budgeted \$179,753

Recommended Action:

Accept contract, CL25-032 Jail Food & Supplies, from Stephenson Wholesale Co. dba Indian Nation Wholesale for the City of Lawton Municipal Jail food and supplies needs.

ATTACHMENTS:

1. CL25-032 for Jail Food and Supplies with Stephenson Wholesale Co
2. CL25-032 Jail Food and Supplies - Bid Results
3. CITY APPROVAL-CL contracts



Captain Robert Whittington
Technical Services Division
100 S Railroad Street
Lawton, Oklahoma 73501
Phone: (580) 581-3270 ext 3510

Council,

The City of Lawton Police Department submits Stephenson Wholesale Co. dba Indian Nation Wholesale Co. for the food and supplies contract. The current contract is due to expire in August of 2025. Stephenson Wholesale completed the bid process set by the COL Finance Department. Stephenson Wholesale is the current contract holder for the COL Municipal Jail's food and supplies. The Lawton Police Department would like the City of Lawton to accept abstract CL25-032 and allow Stephenson Wholesale as the provider of food and supplies for the Lawton Municipal Jail.

DCU#2
A handwritten signature in blue ink, appearing to be "DCU#2" with a stylized flourish below it.

ITEM NO: _____
MTG. DATE:

CITY COUNCIL MEETING
STAFF AGENDA ITEM COMMENTARY

ITEM TITLE: Consideration and acceptance of City of Lawton Jail Food & Supplies Contract CL~~25~~-032.

INITIATOR: Captain Robert Whittington LPD
Correction Manager Brandy Benton

BACKGROUND: The City of Lawton Municipal Jail food and supplies contract is listed for renewal. Specifications for the contract were submitted to the City of Lawton Finance Department for bids on the new contract. Upon completion of the bid process, one bid was returned to the COL with one applicant.

EXHIBITS: CL25-032 Contract

KEY ISSUES: Does the City of Lawton wish to accept the proposed contract from vendor Stephenson Wholesale CO dba Indian Nation Wholesale CO.

RECOMMENDED COUNCIL ACTION: Accept contract CL25-032 from Stephenson Wholesale dba Indian Nation Wholesale Company for the COL Municipal Jail food and supplies needs.

DCAH




CITY OF LAWTON

FINANCE DEPARTMENT

MEMORANDUM

To: Robert Whittington, TS - Captain

From: Justine Guevara, Accountant – Financial Services

Subject: **CL25-032 Jail Food and Supplies**

Enclosed please find the bids for CL25-032 Jail Food and Supplies following the bid opening on Tuesday, July 9, 2025.

Please, review the bids and send us your vendor recommendation for this contract. Please, let me know if you have any questions.

Thank you,

Justine Guevara
Financial Services

City of Lawton

INVITATION TO BID AND CONTRACT

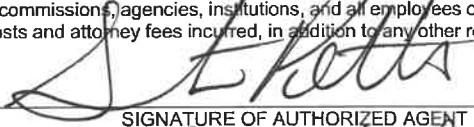
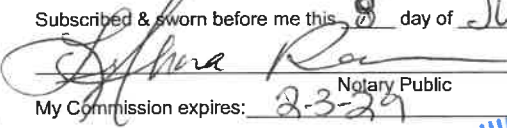
MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: financeapcontracts@lawtonok.gov ACCEPTING ELECTRONIC BIDS ON: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Bid Typed: 6/17/2025	Dates Bid Advertised: 6/20/2025	No Bids Received After: July 9, 2025 2:00pm	
Contract Number and Title: CL25-032 Jail Food and Supplies		Requirements-type Contract:	Contract Period: 12 months
Bid Openings are held at Lawton City Hall 3rd Floor Finance Conference Room 212 SW 9th St. Lawton, OK 73501 @ 2:00pm			
Vendor Name and Point of Contact: Indian Nation Wholesale Co. <i>Steven Potts</i>		Reason for No Bid: <i>Food Supply</i>	
Mailing Address: PO Box 70		Terms: <i>Net 14 DAYS</i>	
City: Durant, State: Oklahoma Zip: 74702	Delivery: <i>Next Day</i>		
Area Code and Phone Number: 580-920-0110		Email Address: SPotts@INWSupply.com	
Federal Employer Identification Number or Social Security Number 73-0968950			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF Oklahoma COUNTY OF Bayan
Steven Potts of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for 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 to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: Stephenson Wholesale Co. DBA Indian Nation
 Address: PO Box 70 230 South 22nd Ave
Durant, Oklahoma 74702
 (City, State, Zip)
 Phone: 580-920-0110


 SIGNATURE OF AUTHORIZED AGENT
Steven Potts Vice President
 PRINT/TYPE NAME/TITLE
 Subscribed & sworn before me this 8 day of July, 2025.

 My Commission expires: 2-3-29 Notary Public

INVITATION TO BID AND CONTRACT
 PAGE 1 OF 11

FORM REVISED 6/5/24



GENERAL CONDITIONS FOR BIDDING REQUIREMENTS **CONTRACTS WITH THE CITY OF LAWTON, OKLAHOMA.**

BIDDER – TO INSURE ACCEPTANCE OF THE BID, CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.

ELECTRONIC SEALED BIDS: The Electronic Bid Submission (EBS) is the electronic transfer of proposal bid data between a supplier and a contracting authority. The EBS feature on Bidnet Direct allows suppliers to submit bids/proposals online via Bidnet Direct. The EBS feature includes safeguards to ensure the security and authenticity of the material being transferred. Vendors must be registered at <https://www.bidnetdirect.com/oklahoma> participate in EBS. Submitted documents are stored securely with a high level of security. All bids remain encrypted and not readable until bids are opened by the buyer and only after the closing date and time have passed.

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED.** Do not use white out, correction tape or some other method of masking a correction.
2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID" and explain the reason in the space provided above. Failure to respond 3 times in succession shall be cause for removal of the supplier's name from the bid mailing list, without further notice. **NOTE:** To qualify as having responded, bidder/vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the City Clerk no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way to alert the City Clerk of the urgency in order to immediately notify the Purchasing Division. The envelope will be marked indicating that the content is a challenge to a specified Invitation to Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the bidder/vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile or telephone are not acceptable. **NOTE:** Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations WILL NOT be provided by telephone. Bid tabulations will be provided by mail or email at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. **AWARDS:**

- a. As the best interest of the City may require, the right is reserved to:
 - 1. Award by individual item, group of items, all or none, or a combination thereof.
 - 2. Award based upon a geographical district basis with one or more suppliers.
 - 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
- b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.

- 7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and is executed by the Mayor and City Clerk on behalf of the City of Lawton.
- 8. **WAIVER:** The City of Lawton reserves the right to waive any General Provisions, Special Provision, or minor specification deviation when considered to be in the best interest of the City.
- 9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.
- 10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.
- 11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
- 12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.

13. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with bidder/vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. Samples will not be returned.
14. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.
15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Lawton Purchasing bidder/vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered for shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
17. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at the destination unless otherwise provided. "Destination: shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the bidder/vendor until accepted by the ordering agency. The bidder/vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, conforming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and it's shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
 - d. Provide the bidder/vendor with a copy of the carrier's Bill of Lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
19. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance

of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.

20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, bidder/vendor upon notice thereof from the City shall promptly correct or replace the same at bidder/vendor's expense. If bidder/vendor shall fail so to do, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The City may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The bidder/vendor shall hold and save the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/vendor are to accept only those purchase orders issued by the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, prepared on Accounting Division Forms unless instructed otherwise in the invitation to bid or executed contract agreement.
25. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, nor may the vendor withdraw or cancel the proposal, or any resulting agreement, or any part of the proposal or agreement for these reasons. Vendors may only cancel the contract, pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
26. **SUMMARY OF TOTAL SALES:** The bidder/vendor agrees to furnish City of Lawton Purchasing Division a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.
27. **PAYMENT:**

- a. **INVOICING:** The vendor shall be paid within a reasonable time after submission of proper certified invoices to the City at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.
 - b. **REQUIREMENTS ONLY PURCHASES:** The proposed Contract shall be for the quantities actually ordered during the life of the contract only. UNLESS OTHERWISE SPECIFIED, ALL CONTACTS ARE REQUIREMTNS-TYPE CONTRACT, meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.
 - c. **Taxes:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
 - d. **Discounts:** Bidder/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidder/Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
 - e. All provisions of the Uniform Commercial Code shall be adhered to.
28. **EXTENSION:** At the end of the contract period, the contract may be extended for a period not to exceed twelve (12) months, and may be further extend for one (1) additional period not to exceed twelve (12) months, by mutual agreement between the City and the bidder/vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter and City Code. All bidder/vendors must disclose with the bid the name of any officer, director or agent who is also an employee of the City of Lawton or any of its agencies or subdivisions. Further, all bidder/vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The bidder/vendor, without exception, shall indemnify and save harmless the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City of Lawton. If the bidder/vendor uses any design, device or

materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.

31. **FACILITIES:** The City reserves the right to inspect the bidder/vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the City shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the City under this contract at the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the bidder/vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the specifications to this agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City, showing the City as an additional insured thereunder without cost to the City of Lawton, prior to the awarding of the contract:
 - a. **General Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the bidder/vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence. One hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000) for any number claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton its department boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
 - b. **Automobile Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in place shall be maintained on the file with the City Clerk of the City.
 - c. **Worker's Compensation:** The bidder/vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect himself and the City against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the bidder/vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.

35. **BONDS:** Neither Bidder's Bonds or Performance Bonds are required unless specifically set forth in the specifications attached hereto. If Bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:

- a. Bidder's Bonds: If required as a part of the specifications on this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount state made payable to the City of Lawton. This amount will be retained by the City as damages in the event successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All Deposits and Bonds will be returned to the unsuccessful bidder/vendor's within a reasonable time after the contract has been awarded, and to the successful bidder/vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
- b. Performance Bonds: If a performance Bond is required under the specifications of this agreement, the successful bidder/vendor must, prior to the award of the contract, post the bond, certified check or cashiers ck in the amount stated made payable to the City of Lawton. The Bidder's bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the bidder/vendor. The performance bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.

36. **TIME OF ESSENCE:** Unless otherwise stated time shall be considered of the essence to this agreement.

- a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, inability of obtaining material or shipping space, breakdowns, delays of carrier's or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the bidder/vendor prior to submission of his bid and the City Council's acceptance thereof.
- b. When time is not of the essence this contract shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the bidder/vendor has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.

37. **DISCRIMINATION:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:

- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental impairment. The bidder/vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or physical or mental impairment. Such actions

- b.** The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
- c.** In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the bidder/vendor.

- INVITATION TO BID AND CONTRACT
Page 9 of 11

44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Oklahoma
COUNTY OF Bryan SS

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



Stephenson Wholesale Co. dba IndianNation
Business Name / Contractor Name

[Signature]
Signed
Print: Steven Potts

Attested to before me this 8 day of July 2025

[Signature]
Notary Public

My Commission Expires Feb 3 2027

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

CL25-032

Contract Number

7-8-25

Date

Stephenson Wholesale Co dba Indian Antiques Wholesale Co

Name of Contractor (Print)

[Signature]

Signature, Member of Firm or Officer of Corporation

Vice President

Title

Jail Food and Supplies Specifications

The City of Lawton is soliciting bids for food service products. The products will be used by the City of Lawton Police Department Jail, located at #100 SW Railroad Street, Lawton OK. The following requirements are provided;

- a) Bid evaluation – the bid will be evaluated for a contract award on an “All or None” basis. The bid will be judged as a “Best Buy” bid.
- b) Order placement – The bi-weekly orders will be placed on Monday and Thursday of each week. Orders will be picked up at the Lawton Police Department Jail Section or may be conveyed by fax or email to the vendor’s place of business.
- c) Order delivery – The order will be delivered to the Lawton Police Department Jail Section on Tuesday between the time of 0700 hours and 1400 hours for the Monday order and on Friday between the time of 0700 hours and 1400 hours for the Thursday order.
- d) Price fluctuation:
 - 1) The City of Lawton understands that the prices bid on this contract may fluctuate up or down during the course of the contract.
 - 2) The City of Lawton will allow no more than a five percent (5%) increase per item during the contract period.
 - 3) The City of Lawton Financial Services Division and the City of Lawton Police Department must be notified, in writing, of any price changes.
 - 4) The City of Lawton will not honor any price increase unless previously notified in writing.
- e) Quantities – The quantities shown on the accompanying pages are the estimated annual usage of the item and may be adjusted according to requirements. Vendor will maintain an adequate supply of product on hand to fulfill the order requirements.
- f) Substitutions:
 - 1) The City of Lawton understands that certain items may be discontinued. The City of Lawton Financial Services Division and the City of Lawton Police Department must be notified in advance in writing, of any product changes.
 - 2) Substitutions cannot be made without prior approval of the staff of the City of Lawton Police Department Jail Section.
 - 3) Substitutions must be equal to or better in quality and size.

Lawton Police Department

CL25-032 - Jail Food & Supplies

PRICE SHEET

BREAKFAST			
ITEM	SIZE	EST QTY	PRICE PER UNIT / CASE
Sausage Patty	1.5 oz	130 Cases	
Round Egg Paty	1 oz	165 Cases	
Drink Mix Orange	1000/2.5g	40	
Biscuit Pre-Cooked	2.2 oz	150 Cases	

ENTREES			
ITEM	SIZE	EST QTY	PRICE PER UNIT / CASE
Frozen TV Dinners - Minimum of 7 Different Meal Types	12/9 to 12 oz	350 Cases of each meal	
Bar-S bologna	6/2.5lb		
Beef Franks	80/case		
American Cheese sliced	160ct/5lb		
Drink Mix Lem/Lime	1000/2.5g		
Potato Chips	1 oz	20 Cases	

CONDIMENTS			
ITEM	SIZE	EST QTY	PRICE PER UNIT / CASE
Margarine P/Case	900/5 gram	60	
Salt P/Case	3 m/Case	12	
Black Pepper P/Case	3 m/Case	12	
PC Mustard	500/9g	30	
PC Mayonnaise	500/9g	30	
Milk - Instant Nonfat Dry	50 lb Bag	20	

SUPPLIES			
ITEM	SIZE	EST QTY	PRICE PER UNIT / CASE
Plastic Spoons Med/Wt	1 m/Case	10 Cases	
Paper Plates	9in - 12/100 count	50 Cases	
Styro Cups	8 oz - 40/25 Sleeve	12 Cases	
Heavy Foil	35 / 18" - 37 Feet	10 Cases	
Can Liners	55 Gal - 38" x 58" 250/case	55 Cases	
Can Liners	10 Gal - 24" x 24" 1000/case	15 Cases	
Broom - Straw	each	10	

Brown Paper Sacks	1/6 Barrel/500	10	
Brown Paper Sacks	#12 Small / 500	5	
Sandwich Bags	12 / 40ct	5	
Plastic Forks Med/WT	1 m/Case	10	
Non-Stick Cooking Spray	12 / 5 oz	10	
Swisher Laundry Neutral Detergent	1=5.00 gal		
Swisher Laundry Chlor Destainer	1=5.00 gal		
Swisher 73 Disinfect Acid bathroom cleaner	1=2.50 gal		
Swisher Ultra Premium Glass Cleaner	1=2.00		
Neutral Floor Cleaner	2=2 liter		
Swisher Sani Quad Food Service Saitizer	4=1.00 gal		
Swisher Greeen Pot & Pan Detergent	4=1.00 gal		
Swisher Liquid Dishmachine Detergent	1=5.00 gal		
Swisher Liquid Dishmachine Detergent	1=5.00 gal		

Notes:

1. As per accompanying specifications.
2. This is a requirements contract.
3. There are no insurance requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.

5. WARRANTY:

- a) The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract.
- b) The vendor must also provide details, including prices, on any available extended or optional warranties.

Item No.	Description	Price	UPC 1	UPC 2
113812	PAM COOKING SPRAY BUTTER 12/5 OZ	\$ 65.35	064144033164	064144033168
120759	CHEESE AMERICAN SLICED 160CT 5LB	\$ 17.71		018687003085
137490	AL-SV PLATES 9" PAPER 12/100CT	\$ 41.55	070038326403	10070038326400
138375	ZIP SANDWICH BAGS 24/50CT	\$ 29.73	502211162643	502211162643
140073	BC ALUM FOIL HVY-D 18"X37.5' 35/CS	\$ 121.21	070038326724	070038620228
179675	BROOM CORD BOUND NAT FIBERS EACH	\$ 12.25		
302112	U/RAY BULK 30/1.5 OZ REG POT/CHIP	\$ 22.11		061415603230
713322	BANQ SALISBURY DINNER 12/11.8Z	\$ 26.75	031000007300	031000007304
713324	BANQ MEAT PATTY MEAL (GRLD) 12/10.Z	\$ 26.75	031000007164	031000007168
713331	BANQ MEATLOAF DINNER 12/11.8Z	\$ 26.75	031000007317	031000007311
713335	BANQ CHIC-FRD BF/STK 12/10 Z	\$ 26.75	031000109387	031000109381
713337	BANQ SPAG & MEATBALL 12/10Z	\$ 26.75	031000007225	031000007229
713348	BANQ SWEDISH MTBALLS 12/10.45Z	\$ 26.75	031000007157	031000007151
713359	BANQ TURK/DRESS DIN 12/10Z	\$ 26.75	031000007379	031000007373
810994	BAR-S BOLOGNA TWIN PACK 6/2.5 LB	\$ 35.72		001590017669
811108	PC MAYONNAISE 200/12.4 GRAM	\$ 41.97		021000664856
811114	PC MUSTARD 500 CT.	\$ 25.74		716037053901
811117	PC MARGARINE 900/5GR	\$ 32.86		20046045064380
811120	PC BLACK PEPPER FLAT PACKET 3000 CT	\$ 25.30	000000811120	719098144625
811130	PC SALT FLAT PACKET 3000 COUNT .75G	\$ 17.35	719098100017	719098100017
864852	BEEF FRANKS 8/1 10LB	\$ 55.18		2088313971101
881100	SAUSAGE PATTY PRE-COOKED 1.5Z JONES	\$ 49.62	000000881100	033900002096
881105	EGG PATTY PC PLAIN ROUND CN 144/10Z	\$ 37.02	000000881105	046025301012
884018	BISCUIT DOUGH 216CT/2.2OZ PILLSBURY	\$ 68.18	000000884018	094562062521
900250	12# BROWN SACK (500)	\$ 25.91		032476500128
900502	1/6 BBL SACK REG WT #65 500 CT	\$ 76.09		003247600661
911501	CAN LINER 24X25 6MIC NAT 1000 CT	\$ 28.59		727351300435
911517	CAN LINER 38X58 60GL 1.3ML CLR 100	\$ 54.18		727351302293
915088	ECOLAB BIO DISHMACHINE DET 1/5GAL	\$ 172.76		025469041043
915097	ECOLAB NEUTRAL DISF CLNR 2/2 LITER	\$ 82.01		10025469049817
915106	ECOLAB SANI QUAD FD SERVICE 4/1GAL	\$ 108.79		10025469043532
915110	ECOLAB GREEN POT AND PAN 4/1GAL	\$ 81.40		10025469036244
915116	ECOLAB GLASS CLEANER CONC 2/2LT	\$ 78.34	025469050090	10025469050097
915124	ECOLAB NEUTRAL FLOOR CLNR 2/2LT	\$ 70.27		10025469049930
915128	ECOLAB LAUNDRY CHLOR BLEACH 1/5GAL	\$ 98.54		025469035929
915136	ECOLAB LAUNDRY NEUTRAL DET 5 GAL	\$ 221.36		025469035943
915360	ECOLAB BIO RINSE ADDITIVE 1/5GAL	\$ 240.97		025469040848
922041	DART STYRO CUP 8OZ 8J8 40/25'S	\$ 38.62	041594200070	041594200077
923011	PLASTIC FORK MED/WT 1M	\$ 16.28		727351026915
923013	PLASTIC SPOON MED/WT 1M	\$ 15.84		727351026946
990902	RESTORE PLUS LEMON LIME SF 12/96G	\$ 26.36	094265275020	094265275624
990904	RESTORE PLUS ORANGE SF 12/96G	\$ 26.36	094265275013	094265275617
39150	HILAND MILK 50/8 OZ 1% WHITE	\$ 26.79	072060000658	072060000658

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Contract: CL25-032 Jail Food & Supplies
Vendor(s): Stephen Wholesale Co. dba Indian Nation Wholesale

CITY APPROVAL

Acceptance and entry into this agreement by and on behalf of the City of Lawton is made this _____ day of _____, 20_____.

The City of Lawton, Oklahoma
a Municipal Corporation

Stanley Booker, Mayor

ATTEST:

Donnalynn Blazek-Scherler, City Clerk

LEGAL REVIEW

APPROVED, as to form and legality on behalf of the City of Lawton on the _____
day of _____, 20_____.

Tim Wilson, Interim City Attorney

Item Title:

Consider extending contract RFPCL21-030 Inmate Technology Services: Pay Telephone, Table & Video Installation with Prodigy Solutions, Inc. for an additional year.

Initiator: James Smith, Chief

Information Source: Robert Whittington

Background:

The City of Lawton Municipal Jail contract RFPCL21-030 Inmate Technology Services; Pay Telephone, Tablet & Video Installation is currently in effect until August 31, 2024. The vendor, Prodigy Solutions, Inc. has agreed to the contract extension with the same terms, conditions, and process. The vendor has met all requirements and expectations. The Lawton Police Department/Municipal Jail staff recommends extending the contract for an additional year.

Correlation to the True North Statement:

An Inmate Technology Services contract (covering items like phone systems, video visitation, tablets, educational software, and communication monitoring) supports the True North in the following ways:

- Modern inmate communication systems often include audit trails, call recording, and monitoring features. These promote oversight and accountability within correctional facilities.
- Technology services can bridge the gap between inmates and their families, especially if the services are affordable and accessible to all inmates, not just those with more financial resources.
- Communication reduces isolation and mental health stress for inmates, contributing to emotional well-being and a safer correctional environment.
- Monitoring tools help prevent illicit activities, promoting a secure facility.

Exhibit:

Vendor Extension Form, Department Recommendation Memo, Contract

Key Issues:

Does the City of Lawton wish to extend the current contract RFPCL21-030 Inmate Technology Services; Pay Telephone, Tablet & Video Installation with Prodigy Solutions, Inc. for an additional year?

Funding Source:

N/A

Recommended Action:

Extend contract RFPCL21-030 Inmate Technology Services; Pay Telephone, Tablet & Video Installation with Prodigy Solutions, Inc. for an additional year.

ATTACHMENTS:

1. Prodigy Contract Letterhead 2025
2. Contract 20250624_0001
3. RFPCL21-030 CONTRACT



Captain Robert Whittington
Technical Services Division
100 S Railroad Street
Lawton, Oklahoma 73501
Phone: (580) 581-3270 ext 3510

To: Justine Guevara

Through: Chief of Police James Smith
Deputy Chief William Hines
Assistant Chief Eric Carter

From: Robert Whittington

Subject: Prodigy Solutions Contract

Date: 06/23/2025

The contract RFPCL21-030 with Prodigy Solutions is scheduled to expire on August 31, 2025. We wish to extend this contract for an additional year. Please have this letter act as notice confirming that decision on behalf of the Lawton Police Department / Municipal Jail.



CITY OF LAWTON

FINANCE DEPARTMENT

June 24, 2025

Prodigy Solutions Inc

Attn: James Hartman
6000 Midlantic Drive
Mt Laurel, NJ 05054

RE: Contract RFPCL21-030 Inmate Technology Services; Pay Telephone, Tablet & Video Installation

Dear Mr. Hartman,

Your contract with the City will expire on **August 31, 2025**. There are provisions that will allow this contract to be extended for an additional year upon mutual agreement of the City and your company. This letter is an initial notice to determine if your company wishes to extend this contract. Please note that the extension must be under the same terms and conditions of the original agreement. Please, provide your response by **July 7, 2025**.

We have included a copy of the extension document for your completion. This is done to decrease the paper flow between our offices. Please, note the appropriate department still must accept the extension. Once both parties have agreed to the extension, it will be processed for City Council approval. If the appropriate department does not wish to extend, your office will be notified.

If either your company or the City department does not wish to extend, this contract will expire. You will be notified if action will be taken to rebid the contract, or if the City no longer needs the goods/services covered by the contract.

Please, notify this office of your decision to extend, or not extend, the contract. **If you wish to extend, please sign, notarize and return the Contract Extension Form by email and also via USPS.** Please, contact financeapcontracts@lawtonok.gov for any questions.

Thank You,

Justine Guevara
Accountant, Financial Services

City Hall | 212 SW 9th Street | Lawton, Oklahoma 73501 | 580-581-3328
WWW.LAWTONOK.GOV

CONTRACT EXTENSION FORM

CONTRACT TITLE: Inmate Technology Services; Pay Telephone, Tablet & Video Installation
CONTRACT NUMBER: RFPCL21-030

In accordance with the Agreement between the parties, the above-described contract is hereby modified in the following respects:

1. The contract period is extended to **August 31, 2026**, by mutual agreement between the undersigned vendor and the City of Lawton, Oklahoma subject to funding availability beyond this fiscal year.
2. All other terms and conditions of the contract or any written modifications thereto remain unchanged.
3. The laws of the State of Oklahoma shall govern this contract.

WITNESS the hands of the parties hereto this 30th day of June, 2025.

AFFIDAVIT:

STATE OF New Jersey COUNTY OF Burlington

I James Bitterman (name of affiant), of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the vendor executing the extension to the above referenced agreement, and that as such agent Affiant has the authority to bind the vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into any extension to or modification of said agreement, and for certifying the facts pertaining to the existence of collusion among vendors 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 or extension of any contract entered; 2. Affiant is fully aware of the facts and circumstances surrounding the procurement of the contract to which this statement refers and has been personally and directly involved in the proceedings leading to the submission of such extension; 3. Neither the vendor nor anyone subject to the vendor's direction or control has been a party: a. to any collusion among vendors in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the contract, or as to any other terms of such contract, c. in any discussions between vendors and any municipal official concerning exchange of money or other thing of value for special consideration in the letting or extension of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the extension of the contract described above. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the vendor herein, and to indemnify and hold harmless the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: Prodigy Solutions Inc
415N

Address: 6000 Midlantic Dr Ste

Mount Laurel NJ 08054
(City, State, Zip)

Phone: 800-700-4545 x1007

James B Bitterman
SIGNATURE OF AUTHORIZED AGENT

James B Bitterman - CEO
PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 30 day of June, 2025

Roger B Hare Jr
Notary Public

My Commission expires:

ROGER B HARE JR
Commission # 50192148
Notary Public, State of New Jersey
My Commission Expires
April 18, 2027

City of Lawton, Oklahoma
A Municipal Corporation

Stanley Booker, Mayor

ATTEST:

CITY CLERK

APPROVED as to form and legality on behalf of the City of Lawton on the _____ day of _____, 20____

CITY ATTORNEY



FINANCIAL SERVICES
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3430 FAX (580) 581-3438
AWARD LETTER

September 28, 2021

Chris George
Prodigy Solutions
1001 SW F Ave
Lawton, OK 73501

Dear Mr. George:

Transmitted herewith is your file copy of the properly executed **Contract (RFPCL21-030) Inmate Technology Services; Pay Telephone, Tablet and Video Visitation**. Lawton City Council awarded this contract to **Prodigy Solutions** on August 10, 2021.

This contract will be in effect from August 10, 2021 through August 30, 2022.

Shipping Instructions:

City of Lawton
Attn: Financial Services
102 SW 5th Street
Lawton, OK 73501

Billing Instructions:

City of Lawton
Attn: Financial Services
212 SW 9th Street
Lawton, OK 73501

Contact Person: Maegan Dowlen, Contract Administrator
maegan.dowlen@lawtonok.gov
Marcie Sego, Buyer
marcie.sego@lawtonok.gov

This letter is for informational purposes only; it does not constitute an order.

Sincerely,

A handwritten signature in black ink, appearing to read "Julie Magness", is written over a faint, stylized outline of the signature.

Julie Magness
Financial Services

City of Lawton REQUEST FOR PROPOSALS

MAIL SEALED PROPOSALS TO: City Clerk City of Lawton 212 SW 9 th Street Lawton, OK 73501		DIRECT INQUIRIES TO: Captain Roberto Whittington – Robert.whittington@lawtonok.gov Corrections Manager – Terry Sellers Terry.sellers@lawtonok.gov Marcie Sego - Buyer – Marcie.sego@lawtonok.gov	
Date Proposal Typed: May 14, 2021	Date(s) Advertised: May 14, 2021	No Proposals Received After: June 22, 2021 2:00 P.M.	
Proposal Number and Title: RFPCL21-030 Inmate Technology Services; Pay Telephone, Tablet, and Video Visitation Requirements-type Proposal: ☒ yes ☐ no Mandatory Conference/Tour: June 1 st , 2021 at 10 a.m CST at Lawton Public Safety Center, 100 S. Railroad Street, Lawton, OK 73501		Proposal valid until: TBD	
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: Prodigy Solutions / Chris George		Reason for No Proposal:	
Mailing Address: 1001 SW F Ave			
City: Lawton	State: OK	Zip: 73501	Delivery:
Area Code and Phone Number: 580-699-3601		FAX Area Code and Phone Number:	
Federal Employer Identification Number or Social Security Number XXXXXXXXXXXXX			

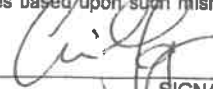
THIS PROPOSAL INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT:

STATE OF Oklahoma COUNTY OF Comanche, of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for 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 to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: Prodigy Solutions
 Address: 1001 SW F Ave
Lawton, OK 73501
 (City, State, Zip)
 Phone: 580-699-3601

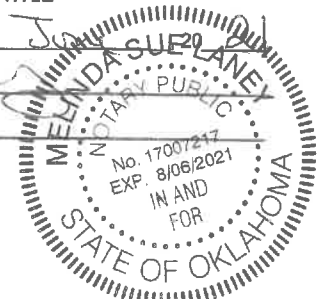

 SIGNATURE OF AUTHORIZED AGENT
Chris George / Commissary Manager
 PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 21 day of June, 2021

 Notary Public
 My Commission expires: 8/06/21

**CONDITIONS FOR SUBMITTING PROPOSALS
PAGE 1 OF 11**

FORM REVISED 8/11



GENERAL CONDITIONS FOR SUBMITTING PROPOSALS TO THE CITY OF LAWTON, OKLAHOMA.

VENDOR – TO ENSURE CONSIDERATION OF THE PROPOSAL, CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR PROPOSAL WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.

SEALED DOCUMENTS: All proposals and this form must be executed and submitted in a sealed envelope or other sealed container. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE OR CONTAINER.) The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time by which proposals must be submitted in order to be considered and the project number. Proposals not submitted with this form shall be rejected. All proposals are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Proposals will be considered only on first quality products. Copies of specifications, drawings, schedules or special instructions necessary for preparation of a proposal are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF PROPOSAL SUBMISSION:** Proposal documents must contain an original signature of authorized representative in the space provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY VENDOR TO PROPOSAL MUST BE INITIALIZED.** Do not use white out, correction tape or some other method of masking a correction.
2. **NO PROPOSAL:** If not submitting a proposal, respond by returning page one (1), marking it "NO PROPOSAL SUBMITTED," and explain the reason in the space provided. Failure to submit a proposal three (3) times in succession shall be cause or removal of the supplier's name from the information mailing list, without further notice. **NOTE:** To qualify as having responded, a vendor must submit a "NO PROPOSAL SUBMITTED," and it must be received no later than the stated proposal opening date and hour.
3. **OBJECTIONS/CHALLENGES:** should a vendor have an objection to or challenge the request, the vendor is responsible for making this known in writing so as to reach the City Clerk no later than seven (7) calendar days prior to the deadline for submission of proposals. The envelope shall be marked in such a way to alert the City Clerk of the urgency in order to immediately notify the Purchasing Division. The envelope will be marked indicating that the content is a challenge to a specified Request for Proposal. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list, or who have submitted proposals prior to the date and time for proposal submission, will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **PROPOSAL OPENING:** Proposal opening occurs at the time specified on the proposal form. It is the vendor's responsibility to assure that the proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not delivered at the proper time and place will not be considered. Proposals by telegram, facsimile or telephone are not acceptable. **NOTE:** Proposals may be examined during normal working hours by appointment, after the date and

time of proposal opening. Proposals become the property of the City and are subject to the provisions of the Oklahoma Open Records Act.

5. **WITHDRAWAL OF PROPOSAL:** Proposals may be withdrawn at any time prior to the proposal opening date and time. After proposals are opened, all proposals will be considered firm and valid until accepted or rejected by the City.
6. **AWARDS:**
 - a. As the best interest of the City may require, the right is reserved to:
 1. Accept any individual item, group of items, all or none, or a combination thereof contained within a proposal.
 2. To modify a suggested project, based upon proposals received.
 3. To reject any and all proposals or waive any minor irregularity or technically in proposals received.
 - b. Vendors are cautioned to make no assumptions regarding their success on the awarding of any contract. The City reserves the right to excerpt portions of proposals and recombine them in any combination, which may then be submitted to prospective vendors as an Invitation for Bid.
7. **ACCEPTANCE OF PROPOSAL:** This document constitutes only the vendor's proposal until it is accepted by the City Council for the City of Lawton and a contract is executed by the Mayor and City Clerk on behalf of the City of Lawton.
8. **WAIVER:** The City of Lawton reserves the right to waive any General Provisions, Special Provision(s), or minor project guideline deviation(s) when considered to be in the best interest of the City.
9. **CHANGES TO PROJECT GUIDELINES:** Proposals are to be submitted in accordance with the project guidelines provided. Any exceptions to the project guidelines must be indicated in the place provided on the specifications page(s) or by separate letter from the vendor, if place is not provided on the specifications page(s). Changes in project guidelines reducing the quality, versatility or applicability of the product or service may cause the rejection of the proposal. The City shall make the final determination. Failure to put the City on notice of any deviation from the project guidelines may cause the proposal to be rejected at the discretion of the City.
10. **MISTAKES:** Vendors are expected to examine the project guidelines, delivery schedule, proposal prices and all instructions pertaining to supplies and services. Failure to do so will be at vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.
11. **INFORMATION:** The vendor must provide information pertinent to items proposed. Complete catalogs are not necessary. If furnished, however, the vendor must identify the exact location in the catalog and circle or identify clearly the item being proposed.
12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in project guidelines are for information and are not intended to limit competition. The vendor may offer any brand, which meets or exceeds the specification(s) for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturers' name and model number. Vendor

shall submit with his proposal sketches, descriptive literature and/or complete specifications. References to literature submitted with a previous proposal will not satisfy this provision. The vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and should not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the proposal form.

13. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. Samples will not be returned.
14. **TESTING:** When testing is required to determine if a sample meets project guidelines and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor. If the sample satisfies the project guidelines, the cost of testing shall be borne by the City.
15. **NON-CONFORMANCE TO PROJECT GUIDELINES:** Items may be tested for compliance with project guidelines by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item proposed as a result of this Request for Proposal shall be new (current model at the time of the proposal). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
17. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at destination unless otherwise provided. "Destination" shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the vendor until accepted by the ordering agency. The vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Landing.
 - b. Report damage (whether visible or concealed) to the carrier and vendor, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.
 - c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier and disposition given by the vendor, or for a reasonable time after notification to the vendor, whichever comes first.
 - d. Provide the vendor with a copy of the carrier's Bill of Landing and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items or fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act and any standards

19. **SERVICE AND WARRANTY:** Unless otherwise specified, the vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon entry into any contract with the City, vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the project guidelines attached hereto and made a part of any proposal submitted or contract awarded; vendor further warrants that same shall be of good material and workmanship and free from defects.
20. **REMEDIES:** Failure to make delivery or to meet project guidelines authorized the City to seek replacement goods or services elsewhere and to seek legal and equitable remedies against the defaulting vendor. If any of the goods and/or work performed fail to meet the warranties contained herein or in any proposal submitted, vendor, upon notice thereof from the City, shall promptly correct or replace the same at vendor's expense. If vendor shall fail so to do, the City may cancel any agreement entered in whole or in part and pursue all other remedies available. After notice to the vendor, all such goods will be held at vendor's risk. The City may, and at vendor's direction shall, return such goods to vendor at vendor's risk, and all transportation charges, both to and from original destination, shall be paid by vendor. Any payment for such goods shall be refunded by vendor unless vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Proposals shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The vendor shall hold and save the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the vendor's breach of any agreement entered or the vendor's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the project guidelines, firm fixed prices shall be submitted F.O.B. Lawton at the indicated Department's address and shall include packing, handling and shipping charges fully prepaid by the vendor. Proposal prices shall be valid for a minimum of sixty (60) days from the date of proposal opening, and shall thereafter remain firm for the life of any contract awarded by the City to a vendor.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Vendors are to accept only those purchase orders issued by the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned, prepared on Accounting Division Forms, unless instructed otherwise in the Request for Proposal or executed contract agreement.
25. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business, MAY NOT be passed on to the City of Lawton, its Departments, Boards, Commissions, Agencies, and Institutions, nor may the vendor withdraw or cancel the proposal, or any resulting agreement, or any part of the proposal or agreement for these reasons. Vendors may only cancel the proposal or resulting agreement pursuant to the cancellation clause, if one is included as a part of the Request for Proposal, and then only if the contractual obligation has been fulfilled by the vendor in accordance with the terms stated. Proposals which reflect

that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or which otherwise indicate that prices reflected are infirm or subject to change, will be deemed non-conforming unless the proposal specifications specifically provide for price escalation. If price variations are allowed, they must be tied to a readily identifiable index which is free from control or influence by the vendor.

26. **SUMMARY OF TOTAL SALES:** If any agreement is entered into as the result of the acceptance of a Request for Proposal or any proposal submitted, the vendor agrees to furnish City of Lawton a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached project guidelines.
27. **PAYMENT:**
- a. **INVOICING:** The vendor shall be paid within a reasonable time after submission of proper certified invoices to the City at the prices stipulated in any agreement entered into as the result of the submission of a Request for Proposal. Invoices shall contain the project number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting the Request for Proposal shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the vendor wishes to ship or service from a point other than the home office, he will furnish a written list of these locations to the City. HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM, NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.
 - b. **REQUIREMENTS ONLY PURCHASES:** Any contract resulting from the submission of a Request for Proposal shall be for the quantities actually ordered during the life of the agreement only. Billing shall be made in accordance with instructions by the Department or Division issuing the purchase order, and only for quantities actually ordered and delivered. The City reserves the right to purchase none of the product or more than the quantity indicated in the proposal.
 - c. **TAXES:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
 - d. **DISCOUNTS:** Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for proposal evaluation purposes. Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
 - e. All provisions of the Uniform Commercial Code shall be adhered to.
28. **EXTENSION:** At the end of the contract period for any contract awarded, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the City and the vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said

extended contract upon thirty days' prior written notice of termination by one party to the other.

29. **CONFLICT OF INTEREST:** The Request for Proposal hereunder is subject to the provisions of City of Lawton Charter and City Code and the laws of the State of Oklahoma. All vendors must disclose with the proposal the name of any Officer, Director or Agent who is also an employee of the City of Lawton or any of its Agencies or Subdivisions. Further, all vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The vendor, without exception, shall indemnify and save harmless the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of any contract resulting from the submission of this Request for Proposal, including its use by the City of Lawton. If the vendor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.
31. **FACILITIES:** The City reserves the right to inspect the vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the vendor, or if a receiver is appointed for the vendor, the City shall have the right to terminate any agreement resulting from the submission of this Request for Proposal upon written notice to the vendor without prejudice to any claim for damages or any other right of the City under any agreement resulting from the submission of this Request for Proposal to the time of such termination.
33. **ASSIGNMENT:** No agreement resulting from the submission of this Request for Proposal shall be assigned by the vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the project guidelines, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City, showing the City as an additional insured thereunder without cost to the City of Lawton, prior to the entry into any agreement:
 - a. **General Liability:** The vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by State law. In addition, the vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence, one hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000) for any number of claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned. A current certificate, submitted as a part of the proposal and showing that the vendor has in force and effect such insurance, shall be maintained on file with the City Clerk of the City.
 - b. **Automobile Liability:** The vendor shall procure and maintain in full force and effect, for the term of the project, vehicle liability coverage in the

amounts specified in subparagraph A of this section. In addition, the vendor shall have, during the term of the project, vehicle liability coverage as outlined in the attached project guidelines. If higher coverage is required by any regulatory entity with oversight of the vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the aforementioned. A current certificate, submitted as a part of the proposal and showing that the vendor has in force and effect such insurance, shall be maintained on file with the City Clerk of the City.

- c. **Workers' Compensation:** The vendor shall procure and maintain in full force and effect for the period of the project, full Workers' Compensation insurance in accordance with the laws of the State of Oklahoma to protect the vendor and the City against liability under the Workers' Compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be submitted as a part of the proposal and maintained on file with the City Clerk of the City.

35. **BONDS:** Neither Bidder's Bonds nor Performance Bonds are required unless specifically set forth in the project guidelines attached hereto. If Bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:

- a. **Bidder's Bonds:** If required as a part of the project guidelines, proposals filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount stated and made payable to the City of Lawton. This amount will be retained by the City as damages in the event the successful vendor fails to comply with the terms of any agreement entered into as a result of this Request for Proposal, but shall in no way pursue any and all other remedies available either in equity or at law. All deposits and bonds will be returned to the unsuccessful vendors within a reasonable time after the acceptance of a proposal, and to the successful vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
- b. **Performance Bonds:** If a Performance Bond is required under the project guidelines, the successful vendor must, prior to the entry into any agreement, post the bond, certified check or cashier's check in the amount stated and made payable to the City of Lawton. The Bidder's Bond posted will be returned to the successful vendor upon posting of the Performance Bond and completion of any additional requirements for execution of any agreement by the vendor. The Performance Bond will be released or returned to the vendor, as appropriate after satisfactory completion of the contract and the performance period as stated in the project guidelines attached or any amendments thereto.

36. **TIME OF ESSENCE:** Unless otherwise stated, time shall be considered of the essence to this agreement.

- a. Vendor specifically agrees that it shall not be grounds to alter the terms of any proposal submitted and that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lock-outs, inability of obtaining material or shipping space, breakdowns, delays of

carrier's or suppliers and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the vendor prior to submission of the proposal and the City Council's acceptance thereof.

- b. When time is not of the essence, this contract shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the vendor has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.

37. **DISCRIMINATION:** Vendor agrees, in connection with the performance of work under any agreement entered as a result of this Request for Proposal, as follows:

- a. Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental impairment. The vendor shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry, or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth provisions of this section.
- b. The vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under any agreement entered into as a result of this Request for Proposal.
- c. In the event of the vendor's non-compliance with the above non-discrimination clause, any agreement entered into as a result of this Request for Proposal may be terminated by the City. The vendor may be declared by the City until satisfactory proof of intent to comply is made by the vendor.

38. **DISTRIBUTION OF CONTRACT:** One (1) copy of any agreement entered into as a result of this Request for Proposal or award letter shall be furnished to each successful vendor as a result of this Request for Proposal. It shall be the vendor's responsibility to reproduce and distribute copies of any agreement entered in to as a result of this Request for Proposal to all distribution points listed in this Request for Proposal who will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to any agreement entered into as a result of this Request for Proposal by the vendor.

39. **ADVERTISING:** In submitting this proposal, vendor agrees not to use the results therefrom as a part of any commercial advertising.

40. **TERMINATION FOR CONVENIENCE OF THE CITY:**

- a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under any agreement entered into as a result of this Request for Proposal may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.

- b. Any such termination shall be effected by the delivery to the vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.
 - c. After receipt of a notice of termination, the vendor shall stop work and/or place no further orders under any agreement entered into as a result of this Request for Proposal on the date and to the extent specified in the notice of termination.
- 41. **VENUE:** Any agreement entered into as a result of this Request for Proposals shall be governed by the laws of the State of Oklahoma.
 - 42. **OKLAHOMA STATE CONTRACT:** Some items for which the City solicits bids or proposals are on the Oklahoma State Contract. The City is eligible to purchase from the State contract and will check the prices on the State contract and may elect to purchase under that contract without termination of this agreement.
 - 43. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. No agreement entered into as a result of this Request for Proposals may be modified except in writing and signed by both parties.
 - 44. **SURVIVAL OF TERMS:** All terms, conditions, specifications, and requirements set forth in this Request for Proposals shall survive the execution of and become a part of any agreement entered into unless specifically deleted in writing and signed by both parties to the agreement.
 - 45. **ENERGY SAVINGS:** Oklahoma is an energy conservation State, and we welcome any comments on your proposal that would indicate energy savings. Energy savings will be considered on all proposals where project guidelines call for Life Cycle Cost Analysis.

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Oklahoma

SS

COUNTY OF Cavanah

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

Prody Solutions Inc.
Business Name / Contractor Name

Chris
Signed
Print: Chris George

Attested to before me this 21 day of June 2021.

Melinda Sue Lane
Notary Public

My Commission Expires 8/06 2021



NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



RFPCCL21-030 Inmate Technology Services Pay Telephone, Tablet, and Video Visitation

Respectfully Submitted by
Chance Wynn

Phone: (479) 263-4534

Email: Cwynn@prodigytel.com

J. Brian Hartman-CEO
Prodigy Solutions, Inc.
6000 Midlantic Drive Suite 70S
Mount Laurel, NJ 08054

RE: Inmate Communications

City of Lawton:

On behalf of the Prodigy team, I want to thank you and the Review Committee for accepting this proposal and considering Prodigy to be your facility's dedicated Inmate Communications provider. Prodigy provides communications services to more Oklahoma counties than all other vendors combined, including the **Comanche County Detention center in Lawton.**

We take pride in our market distinction as the only true single-source provider of Inmate Telephones, Video Calling, Messaging, OMS, Mail Scan, Video Terminals, Tablets, and Commissary. Specifically, Prodigy owners have been installing and supporting OMS systems for over 25 years.

We exclusively serve city and County facilities, and our only stakeholders are the jails we partner with. In other words, our business model is void of outside investors or corporate entities telling us to cut corners. Therefore, Prodigy's hallmark has always been—and will always be—unrivaled service.

Prodigy's patented technology guarantees low-cost, high-volume usage and reliable service free of glitches, frozen screens, and staggering fees. The result? Frequent, contactless visits that protect the health and safety of staff and inmates while driving operational efficiency and increased revenue.

Prodigy's technology and service model is designed to minimize staff involvement, maximize revenue, and eliminate common administrative headaches.

Key Deliverables

1. Cost Savings & Increased Revenue

- 📋 **61% CASH Commission** on gross Inmate Phone/Video/Messaging Revenue
- 📋 **26% Commission** on all Video and Messaging Revenue
- 📋 **Guaranteed to PAY the HIGHEST ACTUAL DOLLARS in COMMISSIONS**
- 📋 **Cash Signing Bonus** or 100% free Video arraignment system
- 📋 **Low Rates:** Remote Video \$0.25 per minute/Phones \$0.20 per minute/Messaging \$0.10 per message
(Rates are flexible and may be negotiated)
- 📋 **Full transparency** of commission structure & NO hidden fees or promotions
- 📋 **No-cost** installation, onsite training, and tech support

2. Most Reliable Technology on the Market

- 📋 NO frozen screens or dropped calls
- 📋 Crystal-clear audio
- 📋 Seamless transfer of data from your old system

- 📞 Fully Integrated Commissary and Communications

3. Real-time Support from Real Experts

- 📞 NO third-party call centers
- 📞 Response and resolution **within minutes**
- 📞 **24/7 support available** for inmates, family, and staff
- 📞 Prodigy headquarters is a short drive from Lawton PD

4. Innovative Tools to Streamline Jail Operations

- 📞 **FREE** on-site electronic Mail Scan delivers US mail safely to inmates
- 📞 Go paperless! Electronically process and deliver:
 - Forms, Grievances, Medical requests, staff scheduling
- 📞 Easy-to-use, secure payment services **available 24/7** for inmates, family, and friends

5. Customizable Investigative Tools

- 📞 LIVE video monitoring
- 📞 SMS Photo biometrics
- 📞 Keyword search & instant SMS translation to English from any language

With over 85 years of combined management experience, Prodigy Solutions has been providing inmate phone service, commissary and related technologies to City, County and State agencies across the United States and abroad. While reviewing this proposal feel free to contact me with any questions or clarifications you may have.

Respectfully,

James B Hartman

CEO

Prodigy Solutions, Inc.

1. Commission Offer

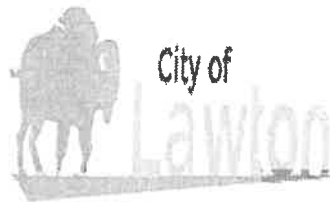
With Prodigy, What You See is What You Get.

In an industry where it is commonplace to use misleading numbers and fine print to couch a deceptive commission structure, Prodigy delivers complete transparency *and* the highest return in the marketplace.

Commission on all telephone calls in and out-of-state on phone and via Tablet	61%
+Free Video Visitation System + Unlimited Repairs and Support (25,000.00 value)	25%
+\$6,000.00 Cash Signing Bonus	10%
+ Free Inmate Tablets and Wireless Infrastructure and Wireless Charging Infrastructure	2.5%

Total Actual Commission Offer	98.5%
Additional Commissions:	
Video Calls	26%
Messaging	26%

**City of Lawton
Lawton Police Department**



Request for Proposals
For

**INMATE TECHNOLOGY SERVICES: PAY TELEPHONE,
TABLET, AND VIDEO VISITATION**
May 14th, 2021

Proposal Submission Deadline:
June 22nd, 2021 2:00 p.m. CST

**Mandatory Pre-proposal
Conference**
Tuesday, June 1st, 2021 at 10:00 a.m. CST at
Lawton Public Safety Center
100 S Railroad Street, Lawton, OK 73501

Proposal Submission Instructions:

1. Submit five (5) color copies of the complete proposal and one USB drive to:

US Mail, Fed Ex, UPS, etc. to:
City of Lawton Oklahoma
Office of City Clerk,
Attention: Captain Robert Whittington
212 SW 9th Street
Lawton, OK 73501

1. SUMMARY

The City of Lawton Finance Department, on behalf of the Lawton Police Department, hereinafter collectively referred to as "City," is requesting proposals from all interested providers of an integrated system for providing inmate pay telephone services, inmate tablet services, and a video visitation solution for the Lawton Public Safety Center — Municipal Jail; and an inmate pay telephone system and inmate tablet services.

The term "offeror" as used herein shall refer to providers submitting proposals in response to this Request for Proposals (RFP). The term "Contractor" or "Provider" is also used to describe the successful offeror(s) in the context of providing services under a contract resulting from this RFP.

An electronic copy may be downloaded from persicopeholdings.com. Potential offerors must register with the City in order to be notified of addenda and other notices. To register please contact Periscope Holdings Inc. at 1-800-990-9339 for vendor registration.

Each proposal received in response to this RFP will be evaluated on the criteria described herein. All proposals must be sealed, clearly marked "PROPOSAL—Inmate Technology Services" and must include all elements described in the **PROPOSAL CONTENT AND FORMAT REQUIREMENTS** section of this RFP. One unbound, signed original proposal and notarized with one copy in PDF format must be submitted as directed on page 1 before the date and time listed in the **CONTRACT AWARD SCHEDULE** section of this RFP. The City will not be responsible for proposals delivered to a person or location other than that specified herein, and reliance on the postal service will not excuse late proposals.

A Mandatory pre-proposal conference will be held at the Lawton Public Safety Center at the date and time listed in the **CONTRACT AWARD SCHEDULE**. Attendance at this conference is mandatory.

The City reserves the right to decline to respond to any questions.

Any amendment or addendum to this RFP is valid only if issued in writing by the City of Lawton Finance department, Julie Magness.

 **1. Prodigy Response:** Prodigy has read, understands, and complies with all conditions outlined in the RFP and with the instructions outlined by the City of Lawton, Oklahoma.

2. CONTRACT AWARD SCHEDULE

Publish RFP	May 14th, 2021
Mandatory Pre-proposal Conference	Tuesday, 1 st June 2021 at 10:00 a.m.
Deadline for Questions	Monday, June 14th, 2021 at 5:00 p.m.

Proposal Submission Deadline	Tuesday, June 22nd, 2021 at 2:00 p.m.
Contract Approval (tentative)	July 20 th , 2021
Services to Begin (tentative)	XXXXXXX, 2021
Installation time requirements?	Please specify time range for installation and system fully operable.



2. Prodigy Response: Prodigy has read, understands, and complies with all conditions outlined in the RFP and with the instructions outlined by the City of Lawton, Oklahoma.

3. GENERAL CONDITIONS

- 3.1. Prime Responsibility: The selected Contractor(s) will be required to assume full responsibility for all services and activities offered in its/their proposal(s), whether or not provided directly. Further, the City will consider the selected Contractor(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- 3.2. Assurance: Any contract awarded under this RFP must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable municipal, state and federal laws and regulations pertinent to this project. Prior to executing an agreement, the Provider will be required to provide evidence substantiating the necessary skill to perform the duties through the submission of references

- 3.3. If this contract involves protected health information and the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-199 (HIPAA) applies: Any contract awarded under this RFP must comply with the requirement of 42 U.S.C. §§ 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its subsequent amendments, related to Protected Health Information (PHI), in performing any task or activity related to this Agreement.
- 3.4. Independent Contractor: in performance of the work, duties and obligations assumed by the offeror, it is mutually understood and agreed that the offeror, including any and all of the offeror's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the City.
- 3.5. Contractors may submit alternate proposals. Alternate proposals shall be clearly marked as such.
- 3.6. The City prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.
- 3.7. The City reserves the right to reject any and all proposals, to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of the City of Lawton. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services under the contract, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of applicants will be considered, along with other relevant factors.
- 3.8. City reserves the right to:
- Request clarification of any submitted information;
 - Not enter into any agreement.
 - Not to select any contractor.
 - Amend or cancel this process at any time.
 - Interview contractors prior to award and request additional information during the interview.
 - Negotiate a multi-year contract or a contract with an option to extend the duration.
 - Award more than one contract if it is in the best interest of the City: and/or
 - Issue similar RFPs in the future.
- 3.9. Qualified Contractors must be prepared to enter into the City's standard Personal Services Contract, a sample of which is attached as Attachment D to this RFP. Please review the details of Attachment D carefully. By reference, it incorporates many standards, terms and conditions required as part of this RFP. The City intends to award contracts substantially in the form of the sample agreement to the selected Contractor(s). Portions of this RFP and the Contractor's proposal may be made part of any resultant contract and incorporated in the Contract.
- 3.10. Prior to commencement of services, the Contractor must provide evidence of the following insurance coverages: Worker's Compensation, Commercial General Liability (naming the City of Lawton as additional insured), or Professional Liability Insurance depending on the nature and risks associated with the services provided. The Contractor will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.
- 3.11. The City of Lawton encourages its contractors and subcontractors to use the US. Citizenship and Immigration Services E-Verify system to verify that employees are eligible to work in the United States. Information about the E-Verify system is available at www.dhs.gov/e-verify.
- 3.12. Proprietary Information: Trade secrets or similar proprietary data that the prospective contractor does

not wish disclosed to other than personnel involved in the proposal evaluation effort or post- award contract administration will be kept confidential to the extent permitted by law as follows. Each page alleged to contain proprietary information shall be identified by the prospective contractor in boldface text at the top and bottom as "PROPRIETARY." Any section of the proposal that is requested to remain confidential shall also be so marked in boldface text on the title page of that section. Despite what is labeled as confidential, proprietary, or trade secret, the determination as to whether or not certain material is confidential, proprietary or trade secret shall be determined in accordance with applicable law. If a prospective contractor designates any information in its proposal as proprietary pursuant to this provision, the prospective contractor must also submit one copy of the proposal from which the proprietary information has been excised. The proprietary material shall be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the content of the proposal as possible.

 **3.1 – 3.12 Prodigy Response:** Prodigy has read, understands, and complies with all **GENERAL CONDITIONS** outlined in this section and with all additional instructions outlined by the City of Lawton, Oklahoma.

4. BACKGROUND

- 4.1. The City recognizes the importance of reducing recidivism by providing the incarcerated population access to telecommunications and technology. Through this RFP, the City intends to select a single provider that offers all of the following services:
- a. Inmate Telephone Services.
 - b. Tablet computers and associated software to enhance educational and rehabilitative programming through incentive-based access.
 - c. Video Visitation to enable inmates to visit with family members, attorneys, and other professionals.

The City intends to enter into one (1) two (2) year contract, with an option to extend for up to an additional three (3) years.

 **4.1 Prodigy Response:** Prodigy has read, understands, and complies with all **BACKGROUND** components outlined in 4.1 and with all instructions outlined by the City of Lawton, Oklahoma.

-  Prodigy has earned the distinction as the industry's only true single-source provider of correctional technology. All of Prodigy's software is developed and maintained by an in-house team of developers and administered on **one** singular platform for optimal accessibility and ease of use.
-  Prodigy delivers FCC registered and UL-approved inmate telephones and high-quality, reliable, secure Video Visitation services facilitated by Tablets and wall-mounted, detention-grade steel terminals.
-  Prodigy's Tablet solution is rich with educational and rehabilitative programming and features proven to reduce recidivism and promote inmate wellbeing.

4.2. Description of Facilities

4.2.1. Lawton Public Safety Center — Municipal Jail

The Lawton Public Safety Center — Municipal Jail, located at 100 South Railroad Street, Lawton, Oklahoma 73501 is a modern direct supervision jail. Opening in 2021, it houses sentenced and un-sentenced men and women with a current design capacity of 115 beds. The LPSC design includes single and double cells and dormitory housing. In 2020, the current municipal jail Average Daily Population (ADP) was 33 due to COVID measure but ADP prior to the pandemic was 65. The current inmate phone system at LPSC was installed by Centex in 2018. It has 25 inmate telephones, 1 visitation phone and 1 booking telephone.

There are currently no inmate tablet systems or video visitation systems in operation at the LPSC.

 4.2.1. Prodigy Response: Prodigy has read, understands, and complies with all BACKGROUND components outlined in section 4.2, and with all instructions outlined by the City of Lawton, Oklahoma.
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5. SCOPE OF SERVICES REQUIRED

5.1. General Requirements for all Systems

- 5.1.1. The Contractor shall provide, install, and configure all required devices, hardware, software, wiring, network jacks, conduit, cabling and associated equipment, and shall provide initial and ongoing training and support.

 **5.1.1 Prodigy Response:** Prodigy has read, understands, and complies with all **SCOPE OF SERVICES REQUIRED** as outlined in this section of the RFP and with all instructions outlined by the City of Lawton, Oklahoma.

 **AT NO COST TO THE CITY OF LAWTON,** Prodigy will install, and configure all required devices, hardware, software, wiring, network jacks, conduit, cabling and associated equipment, and will provide initial and ongoing training to correctional staff and all other authorized users.

- 5.1.2. Upon termination of the contracts, all wiring and added equipment, with the exception of tablets, shall become the property of the City.
- 5.1.3. The Contractor shall provide qualified training and training documents for personnel at all facilities in the use of the systems.
- 5.1.4. The Contractor shall provide training documents for the inmates at the facilities.
- 5.1.5. All equipment must be durable, tamper-free, and suitable for a correctional environment. Equipment must contain no removable parts. The Contractor shall be responsible for all costs to ship the equipment/services supplied for the initial installation, and any subsequent preventative and repair maintenance. All equipment/services shall be properly packaged or otherwise protected during shipment.
- 5.1.7. All equipment is subject to approval of the Lawton Police Department and the City of Lawton I.T. department.
- 5.1.8. Reliability test: The selected solutions must provide for a trial period during which the system must operate satisfactory for a period of 30 days. If during 30 days, there is a malfunction that prevents the effective substantial use of the system, the reliability test must be restarted for another 30 days. If the system fails a second time, the City will have a right to terminate the contract.
- 5.1.9. The Contractor will provide the City with a complete list of all persons authorized to work on the systems. All of Contractor employees shall obtain, at Contractor's expense, the appropriate background security clearance and onsite PREA training prior to arrival at any of the facilities. All Contractor employees will comply with the City's policies and procedures and PREA clearance. Entry to the any of the facilities is subject to the approval of the City. All Contractor personnel authorized to work within secured areas shall be subject to fingerprinting and a criminal background check performed by the City. The City may issue temporary identification cards, which will be kept by City's security personnel and issued and collected on a daily basis.

 **5.1.2 – 5.1.9 Prodigy Response:** Prodigy has read, understands, and complies with all **SCOPE OF SERVICES** components outlined in this RFP and with all instructions outlined by the City of Lawton, Oklahoma.

5.2. Inmate Telephone System

- 5.2.1. Equipment must be non-coin operated and capable of making collect calls.
- 5.2.2. While this solicitation is for the number of phones presently in service, all offerors shall

understand that after the initial installation, the number of inmate telephones may increase or decrease depending on need.

 **5.2.1 – 5.2.2 Prodigy Response:** Prodigy has read, understands, and complies with all **INMATE TELEPHONE SERVICES** components outlined in this RFP and with all instructions outlined by the City of Lawton, Oklahoma.

5.2.3. System Requirements

See the following Attachments, which are to be completed and submitted as part of your proposal:

ATTACHMENT B: SYSTEM REQUIREMENTS QUESTIONNAIRE

ATTACHMENT C: MAINTENANCE SPECIFICATIONS QUESTIONNAIRE

 **5.2.3 Prodigy Response:** Prodigy has read, understands, and complies with all **SYSTEM REQUIREMENTS** components outlined in this RFP and with all instructions outlined by the City of Lawton, Oklahoma, and will complete and submit the attachments referenced above.

5.2.4. Mandatory Contractor Costs

- a. The Contractor shall provide local exchange carrier line PIC (Primary Inter-exchange Carrier) changes at no cost to the City for the duration of the contract and for as many changes of inter-exchange carrier (IEC) carrier as needed.
- b. All equipment and labor necessary to fulfill the requirements of this RFP and any resultant contract shall be provided by the Contractor at no cost to the City. This includes, but is not limited to, all items necessary for proper installation, phone jacks, conduit, cabling, and related labor. Upon termination of the contract, all wiring and added equipment (other than pay phones) shall become the property of the City.
- c. The Contractor is responsible for the full cost of installing, providing, and maintaining tariffed telephone line access services for all inmate phone service.
- d. The Contractor shall add additional inmate telephones to the system during the term of the contract upon receipt of request from the City. Additions will be at no cost to the City.
- e. The Contractor shall move or disconnect inmate telephones at the request of the City at no charge to the City.
- f. The Contractor shall provide to the City an annual financial audit at the Contractor's expense to ensure that revenues and compensation associated with the inmate phone system have been accurately reported and paid. The audit shall be provided to the City within 30 days of the end of the City's fiscal year.

 **5.2.4. Prodigy Response:** Prodigy has read, understands, and complies with all **MANDATORY CONTRACTOR COSTS** components outlined in this RFP and with all instructions outlined by the City of Lawton, Oklahoma.

5.2.5. Equipment Specifications

- a. Telephones as designated and installed shall be Americans with Disabilities Act (ADA) and Title 24 compliant.
- b. All telephones shall be surface mount compatible with standard telephone company mountings.
- c. All telephone instruments shall comply with FCC regulations.
- d. All telephone instruments shall be equipped with a metallic tamperproof keypad.
- e. Each telephone instrument shall have touch-tone keypads.
- f. All telephone instruments shall be designed so the user can talk to and hear their call without the use of a handset. If not possible, all telephone instruments shall be equipped with an armored handset cord. The length of the cord is to be fourteen (14) inches with steel cable on the inside, unless noted otherwise.
- g. Each telephone instrument shall be equipped with an on-and-off shutoff capability to be located at each local control room or area as designated by the City. System shall allow remote access to shut down individual phones and phones by regions within the facility.

-  **5.2.5 Prodigy Response:** Prodigy has read, understands, and complies with all **EQUIPMENT SPECIFICATIONS** components outlined in this RFP and with all instructions outlined by the City of Lawton, Oklahoma.
-  All Prodigy telephones are compliant with ADA, Title 24, and FCC regulations.
-  Designed specifically for safety and security conscious correctional settings, Prodigy's inmate telephones meet all specifications listed in this section.

5.2.6. Reporting, Training and Monitoring Requirements

- a. The Contractor shall provide a computer, monitor, high-speed printer, and programming to integrate with the inmate telephone system. This will be used by custody personnel to generate "real time" on-line reports for security purposes. Additionally, the computer will be used to access the recording system.

At a minimum, the system shall be able to identify:

- i. Telephone number originating the call.
- ii. Time of call.
- iii. Telephone number called.
- iv. Most frequently called number.
- v. Length of call.
- vi. Numbers called from a specific telephone number.
- vii. Alarm number status.
- viii. PIN number used.
- b. The Contractor shall provide monthly management reports on inventory, revenues, and compensation on a per-telephone number basis to be delivered to the City by the 15th day of the month for the prior month.
- c. The Contractor shall provide a telephone security monitoring system. This system shall allow monitoring of inmate calls at each of the control stations. This shall not be dependent on the recording system. The monitoring system shall allow for the following:

- i. Monitoring of an inmate phone in use via speaker.
- ii. Turning an inmate phone on or off with a cut-off switch.
- iii. A recorder to be connected to an inmate phone for purposes of recording.

 **5.2.6 Prodigy Response:** Prodigy has read, understands, and complies with all **REPORTING, TRAINING, AND MONITORING REQUIREMENTS** components outlined in this RFP and with all instructions outlined by the City of Lawton, Oklahoma.

5.2.7. Compensation Requirements

- a. The rates charged to users shall not exceed those of the dominant tariffed carrier for a similar call based on operator surcharges, originating/terminating locations, call duration, and time of day.
- b. The Contractor shall be responsible for the collection of charges for fraudulent or otherwise uncollectable calls.
- c. The Contractor shall be responsible for any and all billing disputes, claims, or liabilities that may arise regarding its provision of services under this contract.
- d. Billing charges shall begin at the time the calling party is connected to and the called party accepts the call. Charges shall be terminated when either party hangs up. Incomplete calls, such as network intercept recordings, busy signals, no answers, refusal of calls, et cetera, shall not be billed. Such charges will be consistent with charges in most other correctional/custodial facilities in Oklahoma.
- e. For all telephones where compensation in the form of commissions is paid, the Contractor agrees to pay a commission that is approximately equal to the average commission paid by the Contractor to any other correctional/custodial facility/system in the State of Oklahoma with a similar platform. Under no circumstances shall the commission rate adjust lower than the rate agreed to in a contract award, nor will the City be obligated to renegotiate any portion of the contract because of an increase to the commission rate.
- f. Compensation shall be based on gross revenues. Gross revenues shall be defined as total billable minutes without any allowances or deductions for fraud, line charges, equipment charges, other collectible or uncollected or uncollectable charges and billings, or other fees.
- g. Compensation payments on gross revenues for a calendar month shall be paid monthly within forty-five (45) days of the end of the month in which call revenue was generated.

 **5.2.7. Prodigy Response:** Prodigy has read, understands, and complies with all **COMPENSATION REQUIREMENTS** components outlined in this RFP and with all instructions outlined by the City of Lawton, Oklahoma.

5.2.8. Mandatory Monthly Reports

The Contractor shall provide the City with monthly reports that provide the following details:

- a. Customer account number.
- b. Pay phone number.
- c. Pay phone location.
- d. Total calls by telephone number.
- e. Total minutes for local exchange service by telephone number.
- f. Total minutes for inter-exchange service by telephone number.
- g. Total station revenue by telephone number.
- h. Total revenue by account.
- i. Compensation paid by account.
- j. Billing time period covered.
- k. One-page monthly summary report to include:
 - i. Each account number.
 - ii. Each account name.
 - iii. Total calls per account.
 - iv. Total minutes per account.
 - v. Total revenue per account.
 - vi. Total compensation paid per account.
 - vii. Billing time period covered.

 **5.2.8. Prodigy Response:** Prodigy has read, understands, and complies with all **MANDATORY MONTHLY REPORTS** components outlined in this RFP and with all instructions outlined by the City of Lawton, Oklahoma.

5.2.9. Other Requirements

- a. Functionality test - Offerors must provide for a session where they demonstrate the functionality of the main features of the system and those that meet the requirements of the RFP

 **5.2.9. Prodigy Response:** Prodigy has read, understands, and complies with all **MANDATORY MONTHLY REPORTS** components outlined in this RFP and with all instructions outlined by the City of Lawton, Oklahoma.

5.3. Inmate Tablets

5.3.1. Tablets must be web and internet based for games/movies and programs and for video visitation and phones is required. Must be capable of making calls.

5.3.2. The tablets shall be capable of accessing only those websites authorized by the City of Lawton Police Chief.

5.3.3. The Inmate Tablet System must interface with the City's Jail Management System (Odyssey) and future Inmate Trust Accounts, and Inmate Commissary Systems at no cost to the City.

5.3.4. System Requirements

See the following Attachments, which are to be completed and submitted as part of your proposal:

ATTACHMENT B: SYSTEM REQUIREMENTS QUESTIONNAIRE **ATTACHMENT E: HARDWARE SPECIFICATIONS QUESTIONNAIRE** **ATTACHMENT F: POST-IMPLEMENTATION REQUIREMENT QUESTIONNAIRE**

 **5.3 Prodigy Response:** Prodigy has read, understands, and complies with all **INMATE TABLETS** components outlined in this RFP and with all instructions outlined by the City of Lawton, Oklahoma. Prodigy has completed and submitted the appropriate attachments.

5.4. Video Visitation System (WS)

- 5.4.1. The City requires a turnkey hosted video visitation system to provide video visitation sessions with LPSC inmates as follows:
 - a. Video visits by the general public, with a fee charged to the end user.
- 5.4.2. The City desires one (1) video visitation station for every 15 inmates at LPSC based on the ADP. Proposals may identify an alternative ratio of video visitation stations after the pre-proposal conference and site visit and may include alternative recommendations in their response to this RFP.
- 5.4.3. Segregated housing shall have 1 video visitation station and 1 telephone station installed in the lower men's segregation unit and 1 video visitation station and 1 telephone station installed in the lower women's segregation unit. There shall also be 1 video visitation station and 1 telephone station installed in the upper segregation dayroom separating the male and the female upper segregation units.
- 5.4.4. The VVS shall provide high quality, stereo audio and broadcast-quality video.
- 5.4.5. The VVS shall include hardware and software designed to enable the City to initiate, control, record, retrieve and monitor video visitation sessions.
- 5.4.6. The VVS will provide all operational features and fulfill all system requirements applicable to all video visitation visits placed through the system, including inmate to general public, inmate to court, and inmate to attorney visits.
- 5.4.7. All video visitation sessions will be conducted in accordance with the rules and regulations set forth by the City.
- 5.4.8. System Requirements:

See the following Attachments, which are to be completed and submitted as part of your proposal:

ATTACHMENT G: SYSTEM FEATURES AND SUPPORT REQUIREMENTS QUESTIONNAIRE

ATTACHMENT H: BILLING SYSTEM REQUIREMENTS QUESTIONNAIRE

ATTACHMENT I: SCHEDULING FEATURE REQUIREMENTS QUESTIONNAIRE

ATTACHMENT J: REPORTING AND TRACKING REQUIREMENTS QUESTIONNAIRE**ATTACHMENT K: MONITORING AND RECORDING REQUIREMENTS QUESTIONNAIRE****5.4.9. Financial Approach and Reporting**

- a. The Contractor shall provide the City a commission based on the Gross Revenue generated by and through the VVS.
 - i. Gross Revenue includes, but is not limited to, all revenue generated from remote video visitation sessions and all onsite attorney video visitation sessions.
 - ii. Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor and in any way connected to the provision of video visitation service pursuant to a contract resulting from this RFP.
 - iii. Gross Revenue includes the following: all costs, charges, and fees added to the total cost to the person who initiated the call for the completion of all video visitation sessions, or any other compensation received by Contractor for the completion of all video visitation sessions.
- b. A video visitation session is deemed to be complete and considered part of Gross Revenue when a connection is made between both parties. The video visitation session shall be complete and commissionable regardless of whether Contractor can bill or collect revenue on the transaction.

The Contractor shall show when charges are received from a third-party call. If VVS is interrupted or incomplete, provide the charge to the calling party for the partial visit.

- c. In the event the Contractor receives revenue from any third party related to a completed onsite video visitation session, such revenue shall be included in Gross Revenue and commissionable to the City.
- d. Any additional fees charged to the inmates or end-users for video visitation sessions must be approved by the City prior to implementation.
- e. Payments, commission detail reports and traffic detail reports are due to the City by the Contractor no later than the 25th day of the month following the month of traffic.
- f. Traffic detail reports for the VVS shall include a detailed breakdown of all video visitation sessions for each inmate video visitation station. This requirement is applicable for any video visitation equipment and/or feature(s) that may be installed by the Contractor. Traffic detail shall include, at a minimum, each of the following per video visitation station:
 - Video Visitation Station Identifier
 - Video Visitation Station Location Name
 - Number of Remote Sessions (Per Station)
 - Number of Minutes for RemoteSessions (Per Station)
 - Gross Revenue for Remote Sessions (Per Station)
 - Number of Charged Onsite Sessions (Per Station)
 - Number of Minutes for Charged Onsite Sessions (Per Station)
 - Gross Revenue for Charged Onsite Sessions (Per Station)
 - Number of Free Sessions (Per Station)
 - Number of Minutes for Free Sessions (Per Station)
 - Total Gross Revenue
 - Commission Rate (%)
 - Total
 - Commission
 - Traffic Period

5.4.10. System Interfaces: The VVS will need to interface with the City's current and future Jail Management System (Odyssey), Inmate Commissary Account System, Inmate Trust Account System and Inmate Telephone System. All interfaces shall be completed at no cost to the City.

- a. The VVS shall be capable of interfacing the visit schedule into JMS which will enter the schedule into the inmate's event schedule at no cost to the City.
- b. The VVS shall interface the inmate's mug shot from JMS and display in the VVS inmate record to aid in the identification process.
- c. The VVS interface must allow inmates to pay for their video visitations via their trust account.
- d. The VVS must be able to interface current JMS inmate information, at minimum:
 - Identification number
 - Name
 - Date of Birth
 - Social security number

- Gender
 - Ethnicity
 - Driver's license number
 - Home Address (physical address)
 - Telephone number
 - Inmate housing location
- e. The VVS must have the capability to capture, store and query information regarding the visitor/general public to include, at a minimum.
- 5.4.11. Transition. Upon expiration, termination, or cancellation of the Contract, the Contractor shall accept the direction of the City to ensure VVS services are smoothly transitioned. At a minimum, at no cost to the City, Contractor shall supply 1 workstation which shall become the property of the City after expiration, cancellation or termination of the Contract to allow the City access to all video visitation session recordings, documentation, reports, data, etc. contained in the VVS. Contractor shall also allow the City access to video visitation session recordings, documentation, reports, data, etc. contained in the VVS through the Contractor's user application.



5.4 Prodigy Response: Prodigy has read, understands, and complies with all **VIDEO VISITATION SYSTEM** components outlined in this RFP and with all instructions outlined by the City of Lawton, Oklahoma. Prodigy has completed and submitted all appropriate attachments aligned with 5.4 of this RFP.

6. PROPOSAL CONTENT AND FORMAT REQUIREMENTS

Interested offerors shall submit one original color copy of their proposal and four (4) color copies in PDF format as directed on Page 1 of this RFP.

Proposals shall be delivered no later than the date and time listed in the CONTRACT AWARD SCHEDULE and shall contain at a minimum the following items:

- 6.1. Cover Sheet (Attachment A)
- 6.2. Provide the full legal name of the Contractor who will execute the contract. Provide specific information concerning the agency, including: the agency's legal name, type of entity, and Federal Tax ID #. The cover sheet must be signed by an owner, corporate officer, or agent authorized by the Contractor.

6.3. Equipment, Services and Support - 40 points

- 6.3.1. Complete and provide Attachments B through K. Explain all areas where your proposal does not comply fully with the stated requirements.

 **6.3.1. Prodigy Response:** Prodigy has read, understands, and complies with all components outlined in this RFP and with all instructions outlined by the City of Lawton, Oklahoma. Prodigy has completed and submitted all Attachments B through K.

- 6.3.2. Provide an itemized listing of all goods and services to be provided. Clearly identify any exceptions to the equipment specifications described in this RFP. Provide visual illustrations where possible.

 **6.3.2. Prodigy Response:** Prodigy has read, understands, and complies with all components outlined in this RFP and with all instructions outlined by the City of Lawton, Oklahoma. Prodigy has provided the list of items and visual supplements as detailed in the Table of Contents.

- 6.3.3. Describe how all system interfaces with the jail's future jail management system, inmate trust and commissary systems will be accomplished.

 **Prodigy Response:**

SEAMLESS INTEGRATION AND SYSTEM COMPATIBILITY

Prodigy's industry-leading technology was designed to facilitate seamless interface with **any** Jail Management System (JMS) vendor, Commissary system and Trust fund/banking system. Prodigy is known for its universal

system compatibility coupled with its efficient, uninterrupted, and flawless data transfer capabilities. Establishing and maintaining a nationwide customer base has provided Prodigy an opportunity for continuous exposure too—and successful interface with—nearly every correctional service provider in the marketplace including City and County developed JMS systems and all Inmate Banking software.

Prodigy's integrated technology platform not only boasts proven compatibility with 50+ JMS systems, but it also expedites account setup. Specifically, during inmate booking, Prodigy's Kinetic ITS will automatically communicate with the City's JMS, thereby eliminating staff involvement to create an account.

Should the City of Lawton pursue Prodigy's Commissary solution, there would be **no need** for system interface with inmate trust fund accounting software. A snapshot of Prodigy's Web commissary deliverables demonstrates why:

Prodigy Solutions Web Commissary

-  Commissary is only offered via website for friends and family to order.
-  Eliminates the need for trust fund accounting software.
-  Staff does not touch or handle inmate funds.
-  Items offered are decided by jail staff.

- 6.3.4. Provide a plan and schedule for installation and commissioning of all proposed systems Identify the level of staffing that will be provided by the contractor and the expectations of involvement of City staff.

6.3.4. INSTALLATION & SCHEDULING A COLLABORATIVE STRATEGY & TIMELINE

Prodigy acknowledges and agrees to the Installation and Commissioning of all Proposed Systems. Prodigy will provide and install all new equipment **at no cost** within a timeframe prescribed by the City of Lawton. Our Project Team will coordinate the installation and training for all facility staff and confirm timeline for the completion of the project. Below is a detailed overview of Prodigy's comprehensive Installation and Implementation plan.

Prodigy's team of experts prides itself on facilitating a seamless system transition void of disruption to service or operations. Prodigy's reputation for flawless integration stems from our pre-field analysis and pre-planning methodology. Our meticulous project procedures will be executed as promised to ensure City of Lawton Jail staff, its constituents, and inmates are equipped with the tools and technology to maintain service and communication. Our team will provide proposed tasks, services, activities, etc., necessary to accomplish the installation of Prodigy's Kinetic Console ITS with ProdigyVision.

Upon award of contract, the Prodigy Implementation Team will organize a planning session with the City of Lawton. The purpose of this session will be to review current City of Lawton processes as they relate to the inmate phone system; understand fully how the incumbent inmate phone system is currently configured; and identify any changes that would enhance or improve the operation of the inmate phone system.

Prodigy will perform a site visit of the City of Lawton facility where equipment will be installed. During these initial visits, Prodigy will meet with the site administrator to review their requirements and perform a survey of the site. Once the site visit is complete the Project Manager will develop a detailed implementation plan that will be approved by City of Lawton.

To ensure that Lawton City Jail will be cut over within the prescribed timeframe, Prodigy will order Broadband circuit(s) for the City of Lawton facility and the as soon as the contract is awarded. The installation date of these circuits will determine the exact date of the install of equipment as well as the conversion of the system.

Prodigy will develop a detailed engineering design document for each site based on information received from the site surveys. The engineering design document will include a list of equipment that will be ordered for each site as well as any additional facilities that would have a short lead time. All equipment will be ordered and shipped to site.

After the approved detailed engineering design document is completed, Prodigy will be in contact and work closely with the incumbent provider to obtain all the current ITS database information. The information to be requested will include the following: global number table information i.e. blocked numbers, attorney privilege numbers, free number lists, live active inmate PINS and approved number lists, and other data that will be input into our Kinetic Console database for City of Lawton system.

The first phase of the implementation will be the turn-up of the centralized inmate call control system. The advantage of a centralized system is the inmate call control system can be fully operational prior to cutting any of the sites over. Prodigy will turn up the City of Lawton facility once the facility's equipment and broadband circuit(s) is installed, configured, and tested.

It is Prodigy's intent to minimize the degree of involvement of City of Lawton Jail staff as much as possible throughout the implementation process. However, to ensure a timely and complete cutover we kindly request City of Lawton Jail staff assist the Prodigy implementation team with the following tasks:

- Provide security clearance for Prodigy employees assigned to work within City of Lawton Jail facilities. The facility reserves the sole right to refuse clearance to any person associated with this project.
- Identify main point of contact for City of Lawton to work with Prodigy Account and Project Manager throughout the implementation process. This contact will be responsible for the implementation of the new phone system as well who are the key decision makers or person responsible for how things should be done.
- Establish point of contact for each City of Lawton facility to coordinate the install and cutover of the Inmate telephone system.
- Establish point of contact for City of Lawton IT Department to assist/support Prodigy in setting up City of Lawton workstations that will require access to Inmate phone systems Kinetic Console.

- ✎ Escort at each location for the installation and cutover of the inmate phone system.
- ✎ Coordinate City of Lawton Staff for training.

As the site is cut over onto the Prodigy Inmate Telephone System, the Network and Software Integration team will ensure that the Inmate Telephone system is functioning properly. They will continue to closely monitor the system for a period of a week (acceptance period) to ensure that there are no issues with the system and all features and function are operating as required. As well, Prodigy will have a technician on site for a period of one week after the cutover to address any system issues, as well, to provide ongoing support for City of Lawton Jail staff.

At the end of the acceptance period, Prodigy will verify with City of Lawton Jail staff that the Inmate telephone system is fully operational, and all qualifications have been met or exceeded. At a minimum, the following functions will be verified with City of Lawton staff for acceptance:

- ✎ Each inmate phone is tested to ensure it is work properly and for acceptable call quality.
- ✎ Features of the system are functioning correctly.
- ✎ Call prompts are functioning correctly in both English and Spanish.
- ✎ Call rates are correct, and calls are being rated correctly.
- ✎ Prepaid payments are credited to accounts properly.
- ✎ Phones schedules are correct and functioning correctly.
- ✎ Privileged and restricted numbers are loaded and configured correctly.
- ✎ Call recordings and call monitoring are working correctly.
- ✎ Ensure call quality – voice quality is acceptable, calls are not being lost, call length is correct.

Conversion Process

Prodigy's Installation and cut-over procedures are designed to avoid disruption of telephone service to inmates and to minimize disruption of normal facility activities. The advantage of a Prodigy's centralized system is the inmate call control system can be fully configured and operational prior to cutting any of the sites over. Each City of Lawton facility's equipment and broadband circuit(s) will be installed, configured and tested prior to the date of cutover. The equipment at each City of Lawton location can coexist with the incumbent provider's equipment until after the cut over has taken place.

Once the site is fully operational and data has been loaded into the main system, the site will be cut over during off hours, minimizing any service outage at the City of Lawton Jail facility. Each inmate telephone station will be cut over individually. This process will include two teams, Team A and Team B respectively. As one team moves the single wire pair from the incumbent's punch-down block to Prodigy's punch-down block the other team will test the phone to ensure that it is functioning properly. This process will

continue until all phone sets are cut over and tested. Prodigy will ensure there are sufficient resources to have all phones cut over during off hours.

Methods of Equipment Grounding & Lightning Protection

To ensure proper operation and protection of the Prodigy System, all system components will be grounded accordingly. This includes lightning protection on the station tip and ring pairs. During the site survey Prodigy will determine the location and condition of the Site Ground. Prodigy will work with City of Lawton should there be any conditioning required to the site ground.

Prodigy will bond their equipment rack to the site ground using #6 gauge or larger cable bolted to the rack in a location that has paint removed to expose bare metal. All equipment mounted in the rack will be grounded to the rack using a #12 gauge or larger cable. The cable will connect to the appropriate points on the chassis and be bolted to the rack in a location that has paint removed to expose bare metal.

Lightning protection devices will be installed on all station tip and ring pairs. The Lightning protection buss bar will be connected to the site ground using #6-gauge cable.

Details of Implementation Procedures

Prodigy will perform a site visit to the City of Lawton Jail and identify specifically where equipment will be installed. During these visits Prodigy technician will meet with each site administrator to review their requirements and perform a site survey. The technician performing the site survey will collect the information below and forward it on to the engineering group. The engineering group will develop a detailed engineering design document for the site.

Any issues identified with the site survey will be addressed with City of Lawton point of contact. The Prodigy team will work with City of Lawton to resolve these issues prior to install.

The following information will be required as part of the site survey.

Site Information:

-  Site and shipping address
-  Site and shipping contact name, phone number, cell number and email address
-  Advanced notice required for entry into site
-  Escort requirements

Phone Specifications:

-  Number and type of existing phones
-  Number and type of additional phones needed
-  Handset length
-  Type of phones required
-  Is cabling required for new phones

Telephone Room:

- ☒ Room number/location
- ☒ Location of telephone demark and distance from where equipment will be installed
- ☒ Inside wire requirements
- ☒ Size of telecom room
- ☒ Will a cabinet or rack be required or for small sites can equipment be installed on wall.
- ☒ Is adequate power available, is surge protection, is generator backup available on site; equipment will require a dedicated 20AMP outlet
- ☒ Is there adequate backboard space available to mount telecom blocks
- ☒ Type of telecom blocks used
- ☒ Distance from the equipment to telecom blocks.
- ☒ Does telecom room have adequate HVAC

IT Specifications:

- ☒ IT contact name, phone number, email address
- ☒ Does facility workstations have internet access and what version of Internet Explorer is being used
- ☒ Are there any firewall or network security issues that need to be addressed to allow City of Lawton staff to access Inmate telephone system Kinetic Console
- ☒ What operating system are they using
- ☒ Identify workstations that will require access to Inmate telephone system Kinetic Console.

Prodigy will develop detailed engineering design documents based on information received from the site surveys. The engineering design documents will provide specific details on how the site is to be built out, network and equipment configurations, and list of materials to be ordered. The engineering team will order all equipment and circuits to the attention of the site contact. The team will keep the site contact aware of the network facility install date and of any equipment that is being shipped to the site.

Once the network facilities have been installed and turned up by the Network Service Provider and all equipment has been shipped to site, Prodigy will coordinate with the site contact to perform the site install and turn up.

Upon arrival the Prodigy technician will first load test the network facility to ensure that the circuit is stable and can handle voice traffic. The technician will check to ensure all equipment has arrived and then begin the install. A typical install for a site the size of City of Lawton will take one to two days and will consist of the:

- ☒ installation and grounding of the equipment rack or cabinet,

- ✎ installation of the power supply, controlled power strip and power distribution into the rack,
- ✎ installation of network router, network switch, VOIP gateway/s, into the rack,
- ✎ bonding of all equipment to the rack,
- ✎ installation of telecom blocks to the wall board,
- ✎ cabling of the VOIP gateway to telecom blocks,
- ✎ wiring all Ethernet connections to the network switch, and
- ✎ wiring the controlled power strip to phone line.

Once all the equipment has been installed the technician will power up all the equipment and configure VOIP gateways with the assigned IP address. At this point the Network Operations team will remotely configure all the VOIP gateways and cut the site over to the centrally located inmate phone system.

After the site is fully configured a phone call will be made from each port of the VOIP gateway through the inmate telephone platform out to the public telephone network. The technician will make the call using a butt set connected to the telephone block to ensure there are no issues with the cabling or VOIP gateway ports. When the Network Operations group completes their configuration and testing of the equipment the site is ready to accept phone traffic.

Once the centralized inmate call control system is fully operational and data has been loaded into the system, Prodigy will initially cut over phones at the City of Lawton Jail facility. Prodigy will validate all processes, configurations etc. prior to turning up remainder of sites. This will ensure that any unforeseen issues that may arise are identified immediately.

As each inmate phone is cut over onto the Prodigy system it will be tested to ensure it is acceptable working order. Any phone that is not working correctly will be replaced at the time of cut. If there are any wiring issues they will be addressed after the cut is complete.

Prodigy has provided a proposed sample **implementation plan** which will be updated upon contract award and tailored to City of Lawton Jail schedule. In addition, Prodigy will work closely with City of Lawton and appropriate personnel to install according to the schedule, and further understands that the proposed plan must be pre-approved by City of Lawton.

Implementation Plan for City of Lawton Jail, Inmate Communication Systems				
Date	Activity	CI	Duration	Prerequisite
Project Start				
June 1st	Procure Equipment and peripherals		1 day	Contract signed
	Inmate Telephone System, Telephone Gateways, Inmate Telephones, Kiosks Video Terminals		1 day	
Week 1	Procure Facilities			Contract signed
	Data Facilities - Internet Access (Correctional Facilities)		30-60 days	
	Gain Access to Spillman Interface			
Week 2-3	Site Surveys		3 days	Technicians Assigned
July 12th	AT&T/COX cable fiber install in Claremore On site assistance appreciated	X	1 Day	
August 2nd	Test and Turn up /accept facilities	X	1 day	Voice trunks and broadband facilities installed and accepted by LEC
	Correctional Facility - Install equipment rack, router, switch, backup power, voice gateways		1/2 day	
	Configure Network Monitoring System		1/2 day	
weeks 6-8	Equipment Configuration		2 days	
	Configure switching and recording equipment, configure Web interface.		2 days	Equipment & facilities installed and tested.
	Setup custom branding "this is a call from an inmate at the Lawton City Jail"			
weeks 6-8	Establish Call Procedures		2 days	
	Inmate call schedules, dialing procedures, voice prompts etc.			
weeks 6-8	Configure, Test and Upload data to Kinetic System and verify PIN accounts		2 days	
	Inmate call schedules, dialing procedures, voice prompts etc.			
weeks 6-8	Establish Data Conversion Requirements		2 days	Implementation plan accepted by Facility
	Users Created, Blocked numbers, Attorney Numbers, and free called numbers, etc.			
August 10th	Notify Commissary if applicable about cutover assistance Required for Inmate Trust Account Conversion	X	1 Day	Facility Personnel to contact Commissary vendor if needed
August 13th	Hang Lobby and Day room phone instruction sheets	X	1 day	Collateral received by facility
August 17th	Terminate Deposits to incumbent provider	X		
August 20th	Telephone System Installation / Receive Video Units			
August 20th-22	Wiring/Phones install terminal blocks and cabling. Change out telephones, ID all Phones, Cut over system	X	2 Days	Equipment received and voice & data facilities installed by LEC
August 22nd	Kinetic Training (Chance Wynn) 2 sessions daily for 2 days train all shifts	X	2 Days	Equipment received and voice & data facilities installed by LEC
August 23rd	End-to-end system testing and acceptance		1 day	All equipment configured.
August 22-24	Prep for Unit install and display product literature		1 day	Cut Over complete
August 27th	Prodigy Video System Installation	X		
August 27-29	Wiring/Power install Terminals etc.		4 Days	Equipment received and voice & data facilities installed by LEC
August 29nd	Prodigy Video System Training, 2 sessions daily for 2 days train all shifts	X	2 Days	Equipment received and voice & data facilities installed by LEC
August 30th	End-to-end system testing and acceptance		1 day	All equipment configured.
August 31st	Clean-up (inmate assistance appreciated)		1 day	Cut Over complete
Sept 3rd-7th	Week Off - Receive Lobby & Booking Kiosks			
September 10th	Lockdown Commissary Install (if Applicable)	X		

- 6.3.5. Describe your training plan for all systems. Provide samples of training materials. Provide examples of materials that will be available to inmates and visitors to explain the proposed telephone, tablet, and video visitation solutions.

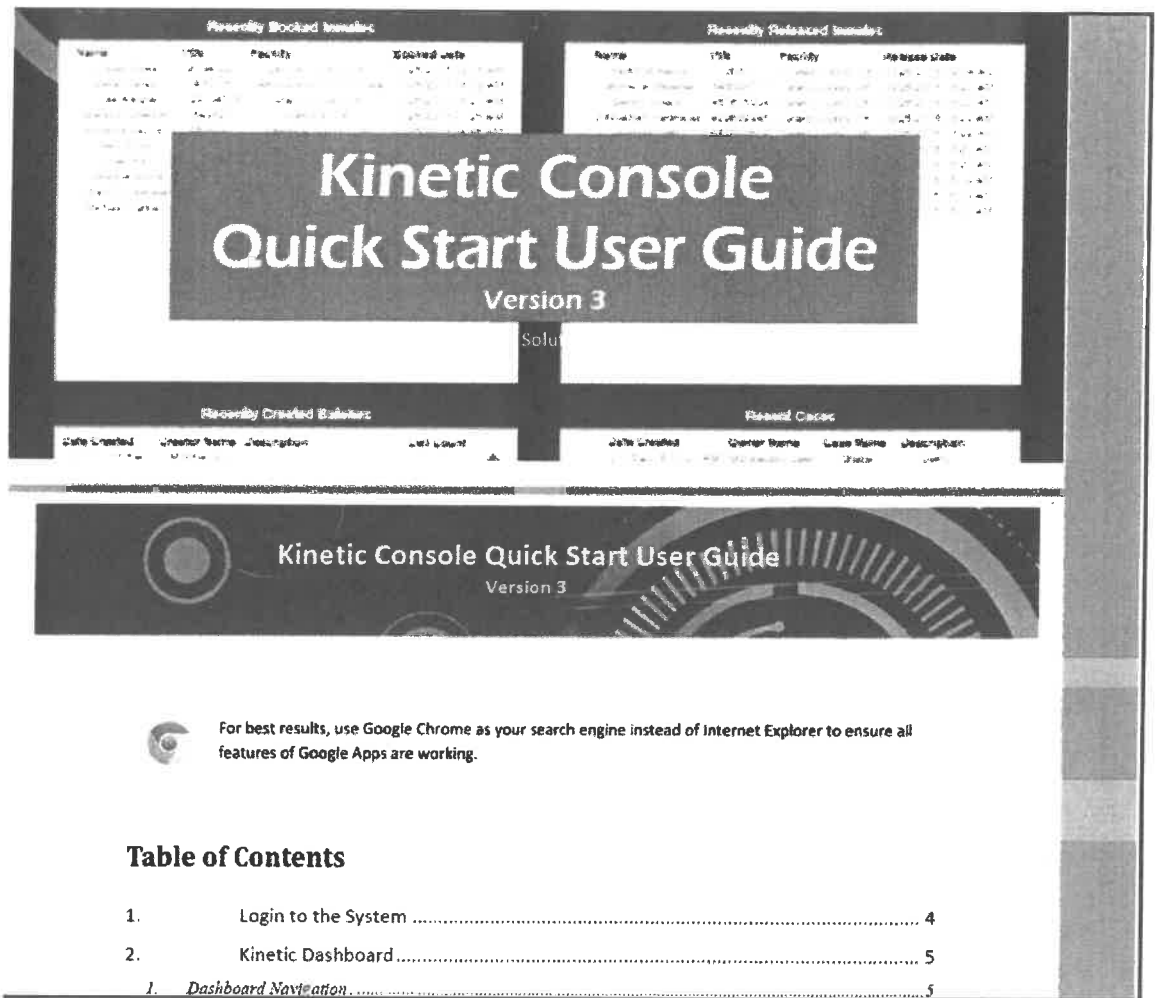
6.3.5. Prodigy Response:

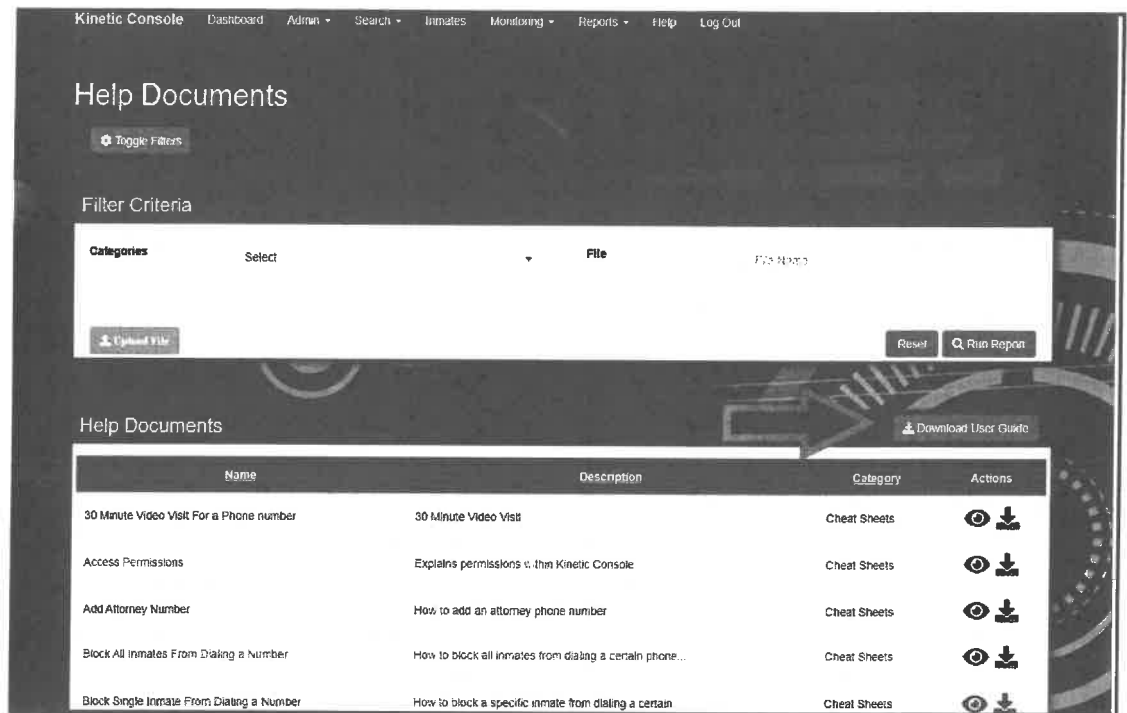
COMPREHENSIVE TRAINING & SUPPORT FOR ALL USERS

Prodigy will deliver comprehensive, ongoing training and support to all designated Lawton City Jail administrative personnel as well as to inmates, family, and friends through a host of channels.

For City of Lawton Jail staff, Prodigy will provide extensive onsite training centered on how to operate and maintain all proposed equipment and technology, as well as provide continuous instruction via telephone, WebEx and/or self-paced learning through accessible, downloadable, easy-to-navigate guidebooks and tutorials.

-  Prodigy has developed (and continually updates) an exhaustive User Guide accessible any time in Prodigy's Kinetic Console platform. The Guide provides an overview of every feature and function available and instructs how to effectively navigate and use each tool. Additionally, Prodigy provides a library of "Cheat Sheets," or supplementary resources designed to offer a quick, high-level overview of common topics and tools. In one click, each Help Document can be viewed or downloaded for printing or sharing purposes.





- For inmates, family, and friends, Prodigy delivers instructional guidelines and informational resources that can be accessed over the phone with a live operator, via IVR, or through print and electronic mediums.
- Prodigy offers a live **Inmate Hotline** designed to provide direct, real-time tech support to inmates and ensure LCJ correctional staff can focus solely on their core job functions. This feature can be enabled at LCJ's discretion.
- Prodigy is committed to delivering the most user-friendly, straightforward instructions on how to set up an account and navigate each of our communication tools and ancillary services. Prodigy's dedicated Customer Support Team provides every family member and friend pertinent, step-by-step user guidance including detail-rich Help tabs and FAQs delineated by topic available on our ProdigySales user portal.
- Prodigy also furnishes each jail lobby with descriptive literature and signage.
- Additionally, each new user receives a complete set of comprehensive training materials **via email** that address key topics, including how to:
 - Set up and fund an account
 - Start a video call
 - Send text messages
 - Schedule onsite video visits
 - Navigate common issues

From: donotreply@prodigy.com

Date: September 1 2020 at 10 55 37 AM EDT

To: lauren.e.mchale@gmail.com

Subject: Welcome to Prodigy. Attached are some instructions to assist you.



Prodigy's Friends & Family Sales and
Customer Service is always a call away.

Call 866.700.4545

VIDEO AND VOICE CALL OPTIONS:

Friends & Family Account (Prepaid Collect)

With the Friends & Family Account, funds applied to your account are used to pay for communication services such as phone and video calls. Incarcerated loved ones can only call the phone number you specified when creating your account.

SMS (Text Message) Account - Funds placed on a Prodigy SMS account are linked to your phone number. These funds may only be used to send and receive SMS messages.



SMS is our most economical communication channel with standard rates averaging \$0.10 per message.

PIN Debit (INMATE ACCOUNT)— This option provides more spending flexibility. When you deposit funds into a PIN Debit account, incarcerated loved ones can purchase phone calls or any other communication services available at their facility. Of note, PIN Debit funds are non-refundable and become the property of the inmates.

Interactive Voice Response (IVR) is available to provide additional support and real-time account information.

FLEXIBLE PAYMENT OPTIONS:

Call Center Live Operator

866.700.4545
Deposit Fee: \$5.95

Phone IVR

866.700.4545
Deposit Fee: \$3.00

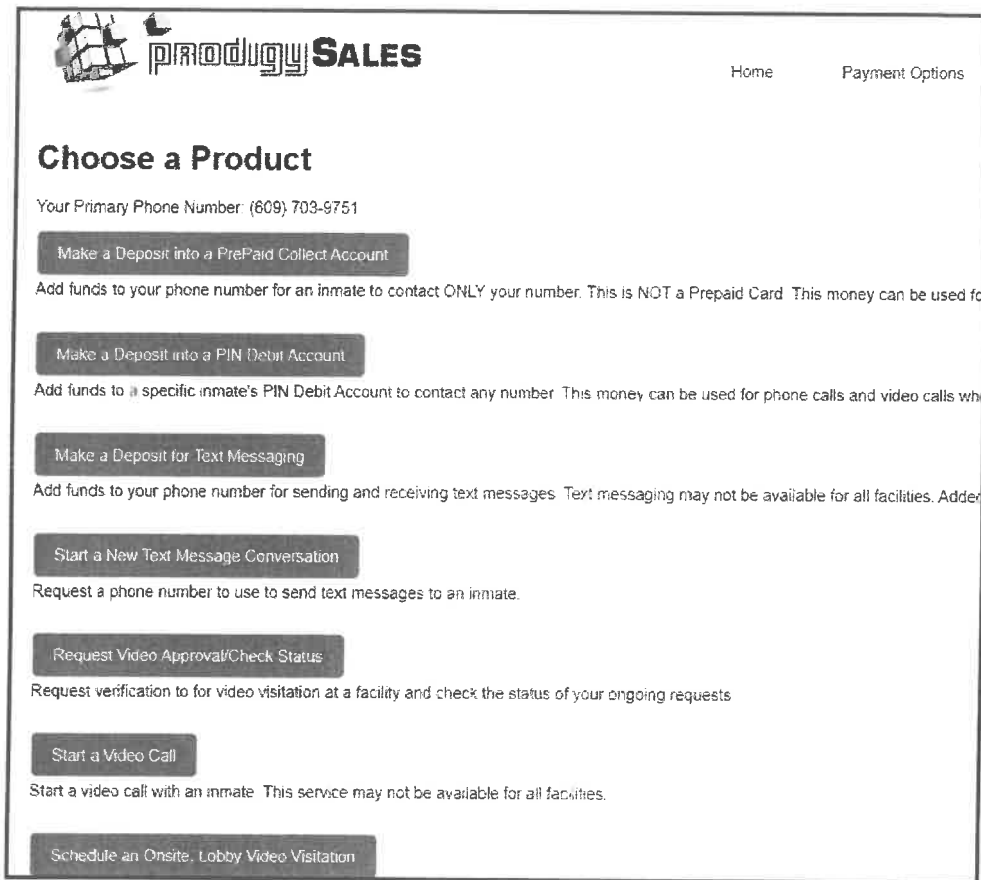
Our Call Center and IVR are both available

24 hours a day
7 days a week
365 days a year

(Holiday hours vary)

Kiosks - Many of the facilities that Prodigy serves have payment kiosks available in the lobby where you can make a cash or credit card deposit into an account.

Payment transactions are applied in **REAL TIME**, allowing inmates to initiate calls right away.



Prodigy SALES Home Payment Options

Choose a Product

Your Primary Phone Number: (809) 703-9751

Make a Deposit into a PrePaid Collect Account
Add funds to your phone number for an inmate to contact ONLY your number. This is NOT a Prepaid Card. This money can be used for

Make a Deposit into a PIN Debit Account
Add funds to a specific inmate's PIN Debit Account to contact any number. This money can be used for phone calls and video calls wh

Make a Deposit for Text Messaging
Add funds to your phone number for sending and receiving text messages. Text messaging may not be available for all facilities. Adder

Start a New Text Message Conversation
Request a phone number to use to send text messages to an inmate.

Request Video Approval/Check Status
Request verification to for video visitation at a facility and check the status of your ongoing requests

Start a Video Call
Start a video call with an inmate. This service may not be available for all facilities.

Schedule an Onsite, Lobby Video Visitation

- 6.3.6. Describe your disaster recovery plan relating to the preparation for recovery of or continuation of the requirements in this RFP preceding and/or following a natural or human-induced disaster.

6.3.6. Prodigy Response:

Prodigy's disaster recovery plan is rooted in ironclad preservation of all critical data, software, and source code at separate, secure locations. Prodigy's operational servers are located in three independent collocation facilities and can be securely accessed remotely from anywhere that has internet connection. In the event of an outage at the main office in NJ, operations staff can securely access all systems remotely.

Prodigy provides redundant data backup for all critical software and source code at multiple off-site secure locations. Prodigy source code is secured at the following locations:

Prodigy Corporate Headquarters
6000 Midlantic Drive
Suite 70S
Mt Laurel, NJ 08054

Prodigy Colo #1
3701 Market St
Fifth Floor
Philadelphia, PA 19108

Prodigy Colo #2
100 Aqua Drive
Cold Spring, KY 41076

In the event of a catastrophic outage, Prodigy has the capability to replace and or restore any production system utilizing resources from any of the secure data locations. Comprehensive **Service-Level Policies and Protocols** are **detailed accordingly in 6.5.3.**

- 6.3.7. Note instances where the services proposed exceed the scope or detail described in this RFP or where they do not meet the scope offered in this RFP.

 6.37. Prodigy Response:

-  Prodigy has read, understands, and complies with all components outlined in this RFP and with all instructions outlined by the City of Lawton, Oklahoma. Prodigy effectively meets the scope of services detailed and exceeds the scope in all areas of technological proficiency, operational efficiency, and revenue potential.

- 6.3.8. Address instances where possible cost efficiencies may be gained, quality may be improved, or City may otherwise benefit from adopting your proposal.

 6.3.8. Prodigy Response:

-  Prodigy's industry-leading technology, coupled with its customer-centric business and service model guarantee the City of Lawton the highest quality deliverables and more economic benefits than any other provider. Prodigy's primary objective is to provide the City of Lawton with a **comprehensive and complete turnkey** inmate telephone, video calling, messaging, tablet, and informational kiosk solution. That's why propose the **Kinetic Console Inmate Telephone System with ProdigyVision (ITS)** to be used by the inmate population of the Lawton City Jail. The Kinetic Console is the industry's **only** centralized, web-based, single-source solution that will allow authorized staff access to the system from anywhere there is an internet connection.
-  In other words, *all* critical components of communication, investigation, and administration are contained in **one** single source. **It's the most streamlined, cost-effective product for LCJ and its inmate population.**
-  Our user interface is touted as the most accessible and customer-friendly one available today." The ease of use combined with the **low-rate, high-volume**

service model yields significant revenue assurance while providing frequent, affordable communication for inmates and family.

- 🔧 All of Prodigy's industry-leading, patent-pending technology is engineered and wholly supported by our **team of in-house experts** and dedicated field technicians. When it comes to technical support, Prodigy guarantees a response **within minutes** of your outreach. We *do not* outsource any component of development or service, which is a key distinction from other providers.
- 🔧 Prodigy's unified technology platform is rich with features that **automate key processes** (auto-scheduling tool for video visitation, customized electronic form processing, instant and secure emailing of call and video records, collaborative case-building tool, built-in mail scanner) and have proven to save exorbitant amounts of time and money.
- 🔧 Prodigy supplies, installs, services, and maintains ALL equipment, hardware, and software at **NO COST** to the City of Lawton.

6.3.9. Inmate Telephone System

- a. Describe any proposed features that will enhance the program (e.g., investigative features, voicemail options, security measures to restrict inmates from using one another's PINs, etc.).

🔧 6.3.9. Prodigy Response:

- 🔧 Prodigy's ITS will provide the most secure, technologically advanced platform on the market.
- 🔧 Prodigy's Telephone system identifies and records **every** outbound call (except for privileged calls) and provides **instant** access to the called party's name, address, Telephone carrier and phone type. Prodigy guarantees **lifetime storage** of each call. Each recording file also contains all pertinent call information including the **call date and time, inmate PIN and name, origination of the call, destination of the call, and other information.**
- 🔧 Timing of phone calls and other parameters can be easily adjusted and customized to align with the City of Lawton's Jail needs and preferences. Prodigy's ITS optimizes control, security, and efficiency.
- 🔧 Block numbers, apply restrictions, protect privileged calls from being recorded, generate suspicious call lists, and set up call watches to receive real-time alerts of communication among specific users.

Circuit Detail

Timing Class: [Dropdown Menu]

Phone Reserve: \$0.00

DOC Id: [Text Field]

Middle Name: [Text Field]

Recording: [Dropdown Menu]

Location: [Text Field]

Restrictions: [Text Field]

Free Calls: [Text Field]

Buttons: Add Call, Delete Account, Upload

Inmate Edit

Facility: JasonSite

Inmate Details

Balance: \$4.06 Phone Reserve: \$0.00 Video Reserve: \$0.00

☒ Enabled ☐ Released ☐ PIN Confined to Allowed Numbers Only

Account #: 888888

DOC Id: [Text Field]

Enable Date: [Text Field]

First Name: Blind

Middle Name: [Text Field]

Last Name: Squirrel

Date of Birth: 01-01-1979

Recording: [Dropdown Menu]

Max. Calls during period: 0

Timing Class: Circuit Default

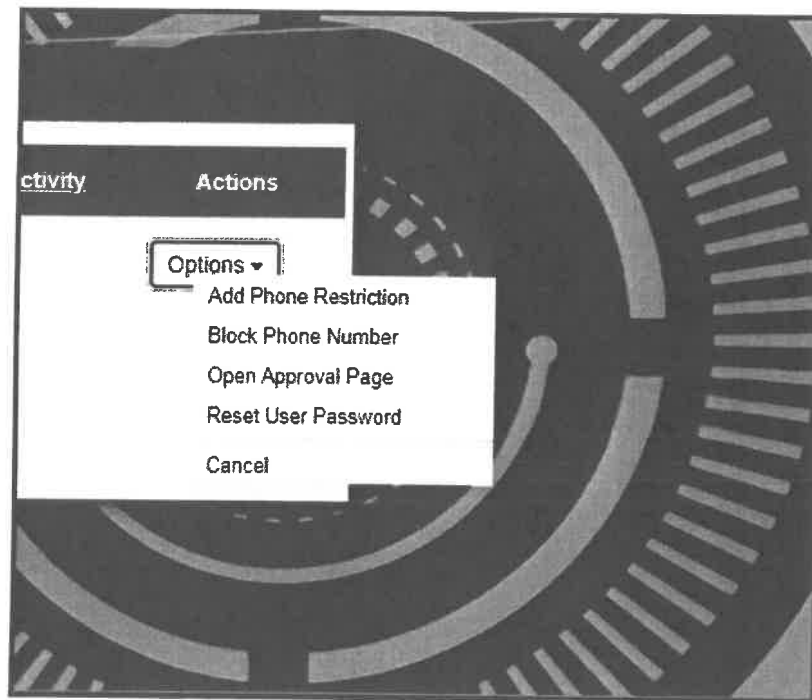
Private Pin: 0422

Free Calls: 0

Restrictions: [Text Field]

Notes: [Text Field]

Buttons: Add Call, Create Restriction, View, Delete Account, Upload Mail, Play Name, Record Name, Clear Recorded Name, Save, Reset



Edit Global Phone Number

Phone Details

Facility GLOBAL	Phone Number [REDACTED]	First Name attorney
Last Name attorney	Company Name	Category Other
Phone Type Cell	Description attorney project	Timing Class A: Timing Class A
Treatment Circuit Defaults	Enable Date 03/10/2020	Recording Do not record
Speed Dial Code	Notes Set to not record. VREality 3.1.0	Max. Calls during period 0
☐ Free Call ☐ Untimed		☐ Restrict
☐ Allow Simultaneous Calls		☐ No PIN Required

Two arrows are present: a horizontal arrow pointing from the 'Description' field to the 'Recording' field, and a vertical arrow pointing up to the 'Notes' field.

Suspicious Lists

Facility	Account #	Inmate Name	Suspicious Description	DOC Id	Date Entered	Marked By	Status
TELEWEST Fremont County WY	096382	Antelope, Robinson	Added from case	096382	10/18/2017	fremont	enabled
Hockley County Texas	20324	Robinson, Robinson	Added from case		09/01/2019	robinson	enabled
Craig County Sheriff	74313		Added from case		07/29/2020	mpurcell	disabled
Des Moines County Correwct	108853		Added from case		06/21/2018	fdesmoines	disabled
Lincoln County NE	16479	Robinson, Robinson	Added from case	16479	11/18/2017	multifacility	enabled
Canadian County OK	033648	Robinson, Robinson	Added from case	33648	07/31/2018	multifacility	disabled

Results

When	Duration	Destination	Station	Call Type	Charge	Inmate	Termination	Account #	Card Id	Actions
10/18/2017 10:18:00	00:01:00	096382	Cerro Gordo County Iowa 096382	Land	\$0.00	Robinson, Robinson	Normal	096382		  
10/18/2017 10:18:00	00:01:00	096382	Cerro Gordo County Iowa 096382	Land	\$0.00	Robinson, Robinson	Normal	096382		  
10/18/2017 10:18:00	00:01:00	096382	Cerro Gordo County Iowa 096382	Land	\$0.00	Robinson, Robinson	Normal	096382		  
10/18/2017 10:18:00	00:01:00	096382	Cerro Gordo County Iowa 096382	Land	\$0.00	Robinson, Robinson	Normal	096382		  

Customer Support: (866) 700-4545 x1000

- Voicemail application can be provided for inmates, full Inmate PIN and Private PIN administration, PIN protection, language options for English and Spanish, plus other languages, timing alerts before termination of a voice or video call plus other advanced security features to ensure a safe environment for all inmate communications.

Overview of Key Investigative Features

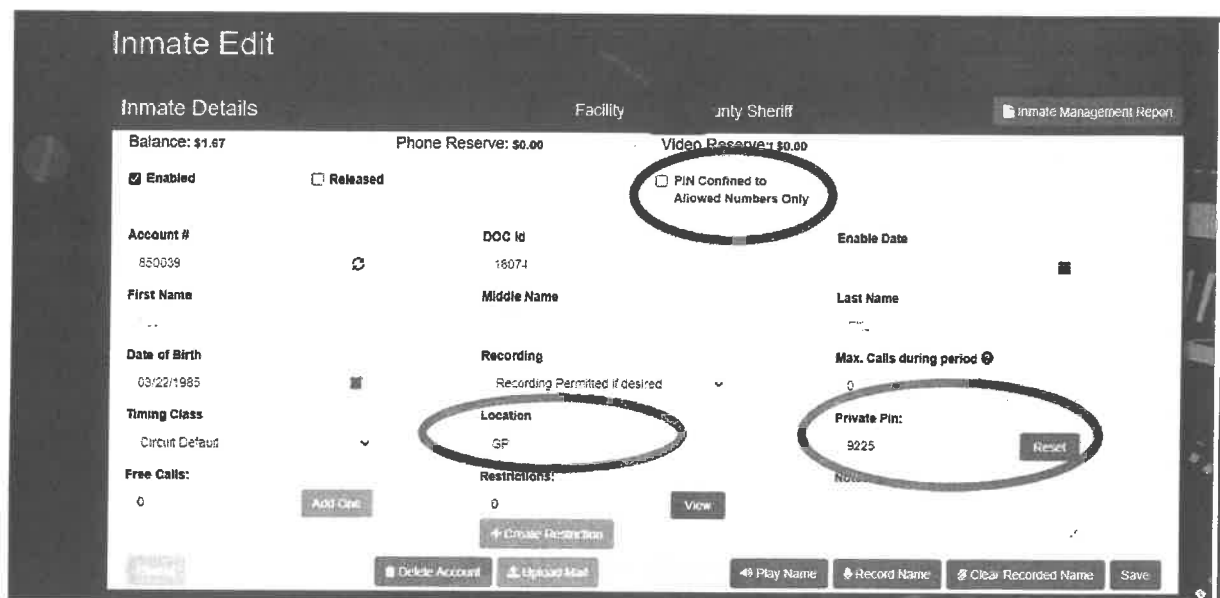
- Multi-facility Investigations
- Digital Voice recording
- Multi-Facility Search Capability
- Live monitoring of calls and visits

Investigative alerts

-  Prodigy is proud to boast the most advanced **PIN protection and PIN-stealing detection** features available in the marketplace.

PIN Setting & Limitations

- Flexibility to restrict PIN usage to prescribed list of numbers.
- Restrict PIN based on location in the jail (if inmate moves locations, PIN location function will update automatically if the inmate move is recorded in facility's JMS).
- When requesting a PIN reset, Prodigy requires each inmate to verify his/her ID via video call to eliminate PIN stealing risk. Inmates CANNOT use former PIN to access PIN reset function.



Inmate Edit

Inmate Details Facility: County Sheriff Inmate Management Report

Balance: \$1.67 Phone Reserve: \$0.00 Video Reserve: \$0.00

☒ Enabled ☐ Released

☐ PIN Confined to Allowed Numbers Only

Account #: 850039 DOC Id: 18074 Enable Date: [Date]

First Name: [Name] Middle Name: [Name] Last Name: [Name]

Date of Birth: 03/22/1985 Recording: Recording Permitted if desired Max. Calls during period: 0

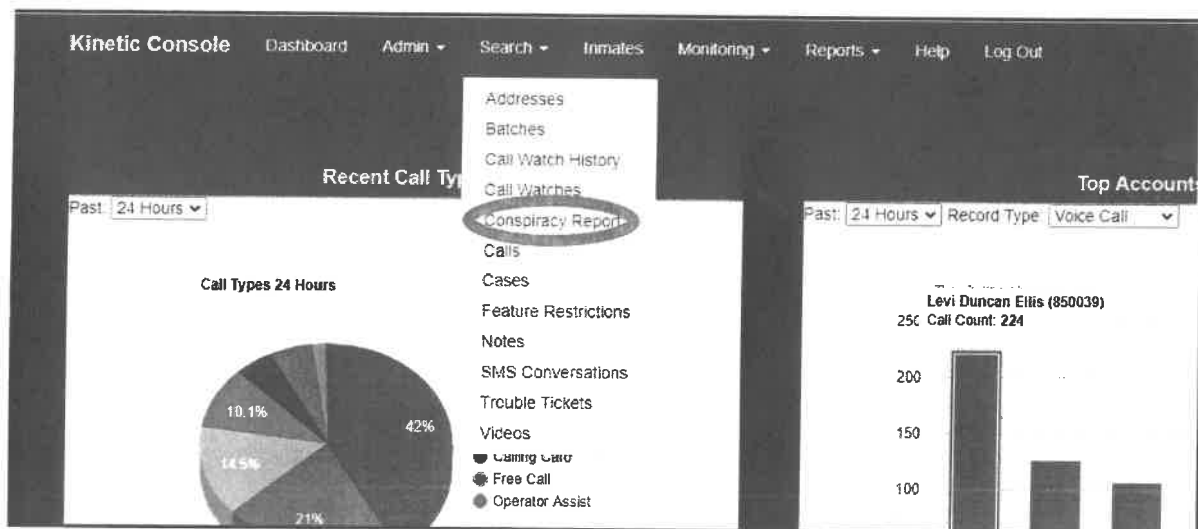
Timing Class: Circuit Default Location: GP Private Pin: 9225 [Reset]

Free Calls: 0 [Add Opt.] [View] [Delete Account] [Upload Mail] [Play Name] [Record Name] [Clear Recorded Name] [Save]

Conspiracy Report

This feature instantly delivers key insights into potential **PIN sharing and PIN stealing activity**. With one-click access to real-time communication and transaction data, the Conspiracy Report is designed to streamline investigations and eliminate administrative headaches.

- Access profile data of individuals having documented communication with multiple inmates.
- Instantly identify all inmates linked to individuals via phone, video call, and SMS.
- Use interactive Investigation Board to highlight suspicious call activity, complete with visual connection between inmate and call recipient, volume of call attempts, and deposit source information.



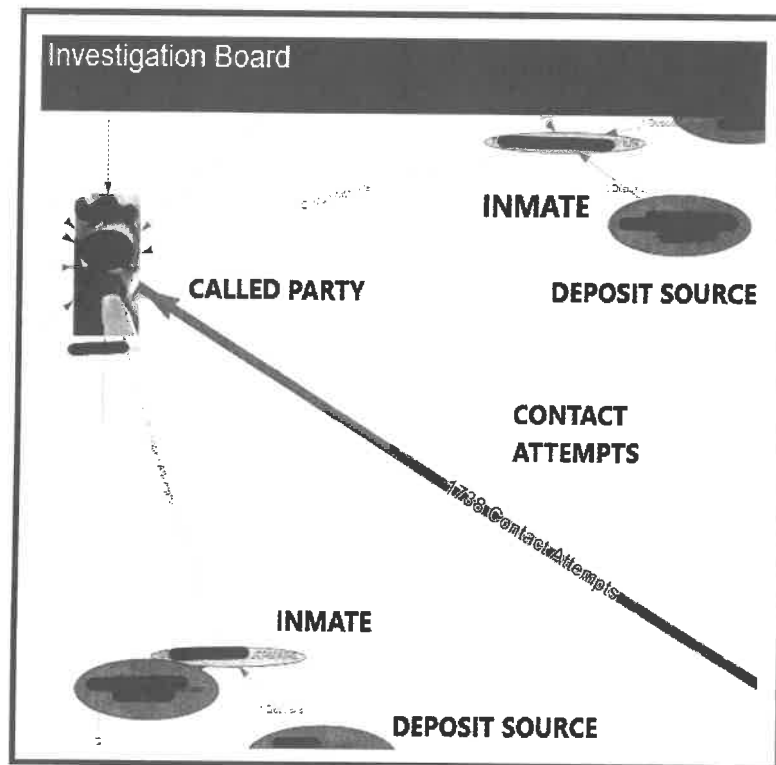
PINs Shared/Stolen

Download PDF

Name	Account #	Doc Id	Facility
[REDACTED] VONNE	63916		
[REDACTED] ROCQUEL	1082		
[REDACTED] JUN	064120	64120	
[REDACTED] NE	53697	53697	
[REDACTED] NE	2096	2096	

Prime Suspects

Inmate	Phone Calls	Video Calls	SMS	Total Times Contacted
63916 [REDACTED] BRANDON	266	0	1472	1738
1082 [REDACTED] ROCQUEL	3	0	0	3
065920 [REDACTED]	1	0	0	1



Search for Calls

Filters Save search criteria Save Saved Searches ▼

☐ Only With Recording All Call Attempts Exclude Listened To Calls

Start Date	03/26/2021	End Date	04/26/2021
Start Time	12:00 AM	End Time	11:59 PM
Called Number	Add	Card Number	
Facilities	Select	Call Types	8 checked
Termination	7 checked	Block Code	Select
Circuit	Select		
Inmates			

Statistics Create Batch Mark as Suspicious Add to Watch Download Excel Download PDF Reset Run Report

Call Filters

From 12/02/2020 12:00 AM To 04/26/2021 11:59 PM

Download Excel Download PDF Reset Run Report

When	Duration	Destination	Station	Call Type	Charge	Termination	Actions
4/12/2021 3:37 PM	00:02:34	(609) 703-9751	Bill Test 8564240391	PIN Debit	\$0.84	Called Party hung up	 

- b. Clearly identify any exceptions to the Mandatory Contractor Costs requirements described in section 5.2.4 of this RFP.

 b. Prodigy Response:

Prodigy has read, understands, and complies with all components outlined in this RFP and with all instructions outlined by the City of Lawton, Oklahoma. Prodigy will meet all Mandatory Contractor Costs requirements detailed in section 5.3.4.

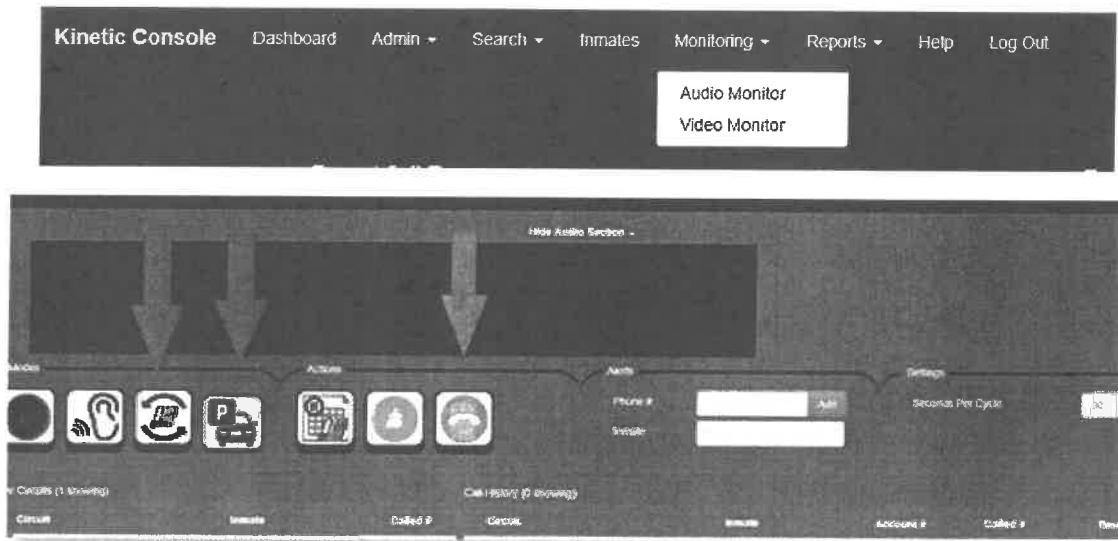
- c. Describe how you will meet the Reporting, Training and Monitoring Requirements described in section 5.2.6 of this RFP.

 c. Prodigy Response:

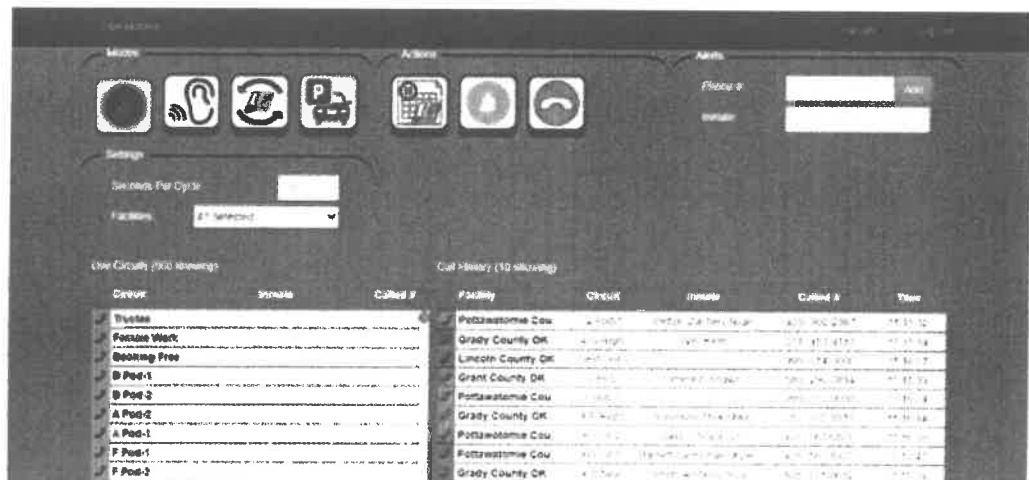
Prodigy has read, understands, and complies with all components outlined in this RFP and with all instructions outlined by the City of Lawton, Oklahoma. Prodigy has addressed and described all Reporting, Training (6.3.5.), and Monitoring requirements here and in specified sections throughout this RFP.

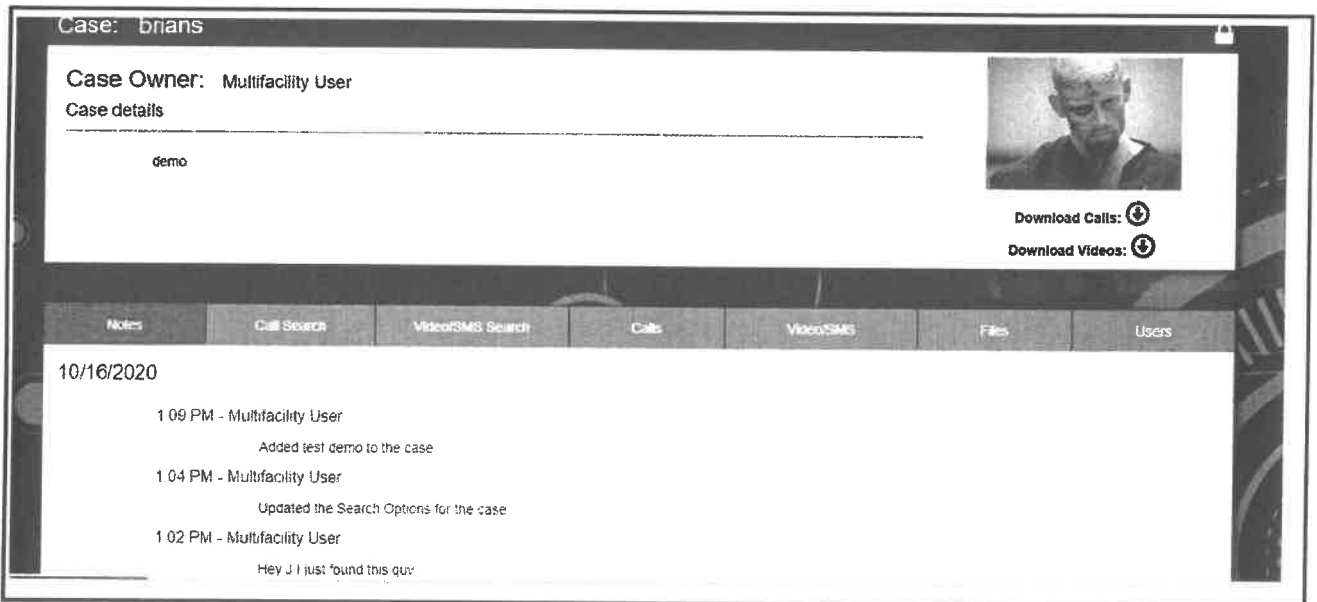
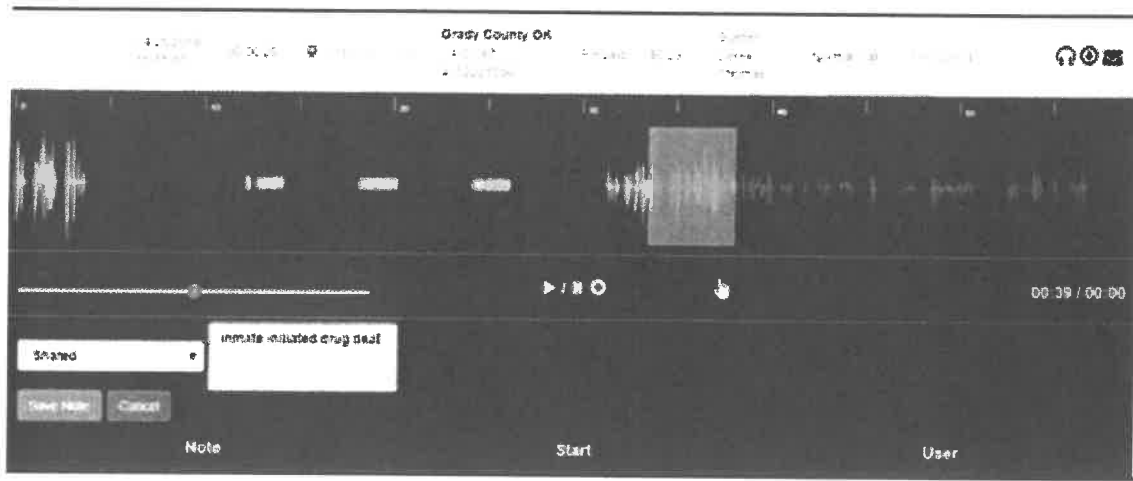
-  Prodigy's telephone system recording, and monitoring solution is a server-based application with Web-based access. All outbound calls (except privileged) are recorded for **instant** access to the called party's name, address, Telephone carrier and phone type.

-  All recordings are recorded and stored in our proprietary SRF format for compression and security. Our highly configurable system gives City of Lawton Jail staff the flexibility to "**Park**" and listen to a single call, "**Cycle through**" all live calls, and even **Terminate a live call** in one click. Our advanced, interactive audio monitoring Prodigy's video monitoring capabilities offer the same level of customization. LCJ staff can choose to monitor one live video call at a time or elect a tile view to monitor multiple live video visits. System views provided below.

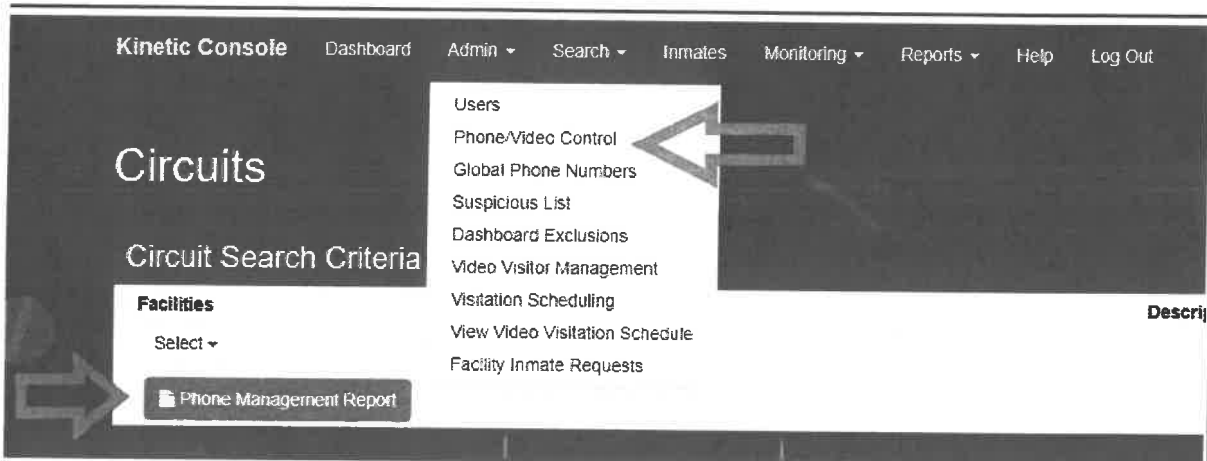
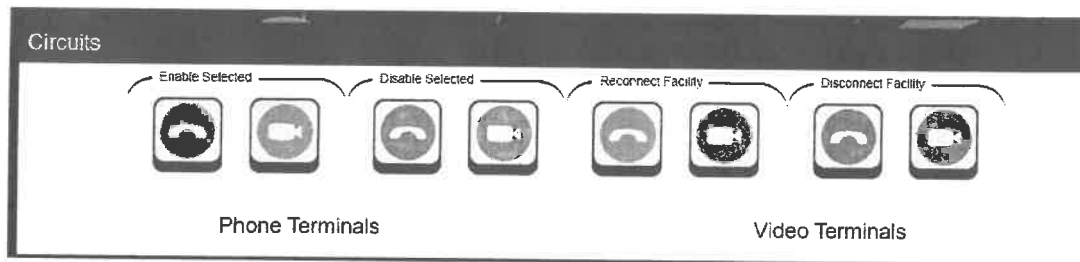


- Prodigy's interactive and user-friendly interface provides visual indicators to serve as quick reference of inmate call positioning, groupings, and times. System views provided below. LCJ staff and investigative cohorts can listen to live and recorded calls and add notes to specific portions of a call to be saved or securely shared accordingly.
- Prodigy's advanced Case Builder tool allows LCJ staff and other authorized users to add call and video records to a SECURE case to be shared instantly. No need to burn calls to CDs or flash drives to transmit time-sensitive records. System views below.

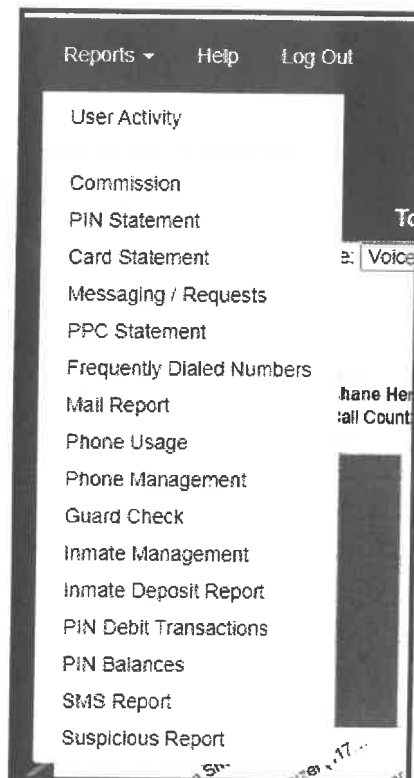




- Prodigy facilitates onsite manual shutdown of Telephones and Video terminals through a **one-click Admin-level feature**. This feature allows the Lawton City Jail staff with authorized Phone/Video Control permissions to instantly Enable and Disable Telephone and Video functionality.
- Additionally, facility-authorized users can generate an instant **Phone Management Report** that provides critical details identifying the User who initiated the Telephone shutdown and the date and time the shutdown took place. System visuals provided below.



- 
 Prodigy's reputation for transparency is demonstrated through the **real-time reporting capabilities** of its technology. Prodigy guarantees adherence to all reporting standards and requirements as outlined by LCJ. The high-level reporting detail captured by Kinetic Console is exemplified.
- 
 Easy Dashboard Search for any call, video, SMS text messaging, feature restriction for inmates, notes, cases and call watch records are also included in reporting functionality.
- 
 Commonly Accessed Reports are detailed below.



Commission Report

Filters

From 03/01/2021 To 03/31/2021 Run Report Download Excel

Results

Region	Call Count	Minutes	Rate	Total	Comm %	Comm
PIN Debit						
Local	4006	25197	\$0.25	\$6,549.25	56%	\$3,657.58
Intrastate IntraState	4736	28199	\$0.25	\$7,049.75	56%	\$3,947.86
Intrastate IntraState	587	3791	\$0.25	\$947.75	56%	\$530.74
Intrastate InterState	16236	118336	\$0.21	\$24,850.56	56%	\$13,916.31
International	418	1985	Varies	\$1,000.44	56%	\$560.24
PIN Debit Totals	25788	178508		\$40,997.75		\$22,622.73
Prepaid						
Local	1913	12540	\$0.25	\$3,150.00	56%	\$1,759.60
Intrastate IntraState	1724	12536	\$0.25	\$3,159.00	56%	\$1,769.04
Intrastate IntraState	281	1932	\$0.25	\$483.00	56%	\$270.48
Intrastate InterState	8114	73263	\$0.21	\$15,385.23	56%	\$8,615.72
International	53	556	Varies	\$236.07	56%	\$132.16
Prepaid Totals	12085	101026		\$22,423.30		\$12,557.03
Total Phone Revenue	\$62,821.05					
Total Phone Commission	\$36,179.76					
Text Messages						
Text Messages	78011		\$0.15	\$11,701.65	28%	\$3,284.41
Electronic Messages	0		\$0.15	\$0.00	28%	\$0.00
Video Conferencing	12771		\$0.30	\$3,831.30	40%	\$1,532.52
Total Kiosk Revenue	\$79,927.15					
Total Kiosk Commission	\$30,215.61					

6.3.10. Inmate Tablet Services

In addition to the information about the hardware and software requested above, describe in detail the proposed educational platform and the evidence that establishes it as a successful tool for rehabilitation in a correctional environment.

6.3.10 Prodigy Response:

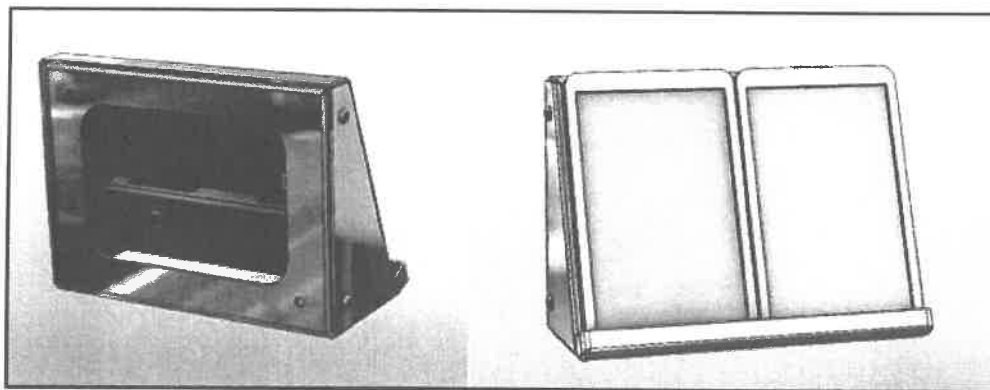
Prodigy has read, understands, and complies with all components outlined in this RFP and with all instructions outlined by the City of Lawton, Oklahoma. Prodigy will meet all Tablet Service requirements. All components of the hardware and software are addressed in prior section and **the proposed educational platform, and its evidence-based outcomes are detailed in section 6.4.3. accordingly.**

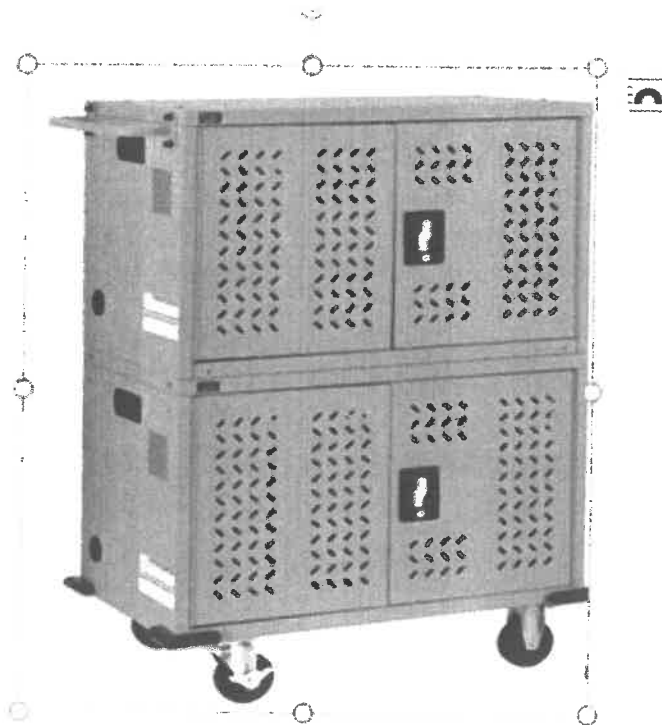
 **Prodigy's Tablet ONE** has ALL the same functionality as the Prodigy VVS terminals, allowing more flexibility, efficiency and control.

- Video calling, Text messaging, Law Library, electronic forms, grievances, requests, etc.
- **PLUS** extensive media-rich features (Book, Games, & Movies, Stream Limited Radio Stations, Educational Content)
- **FREE** Installation & Wireless Infrastructure
- Flexible rental & payment options

Safety and Security

- Epoxy-sealed case delivers highest level of protection against tampering, force, spills, and prolonged usage.
- **NO** inmate access to ports, battery, or internal components.
- Wireless charging stations provide energy-efficiency, eliminates cables.





6.3.11. Video Visitation System

- a. Describe, in non-technical terms, the features of the proposed VVS, identifying any unique or distinctive features of the products and services offered. Include, at a minimum, the following:

Description of how the public will access the VVS through a web-based software application.

ii. Prodigy Response:

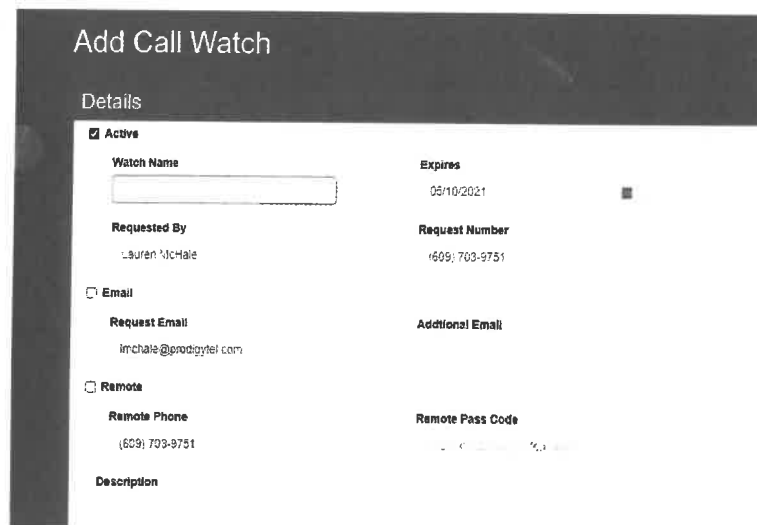
- i. Prodigy's technology is highly configurable and customizable. The number of simultaneous visits the VVS can facilitate is a **programmable setting** allowing the LCJ to dictate the number of visits most aligned with their preferences and protocols.

- ii. Description of the level of system performance that the City should expect from your VVS. Include, for example:

- how you prevent the sessions in progress from disconnecting and/or freezing
- maximum number of simultaneous visits
- type of alerts available, and capability of automated email notification of visits for a particular inmate or visitor

ii. Prodigy Response:

-  Prodigy's technology is highly configurable and customizable. The number of simultaneous visits the VVS can facilitate is a **programmable setting** allowing the LCJ to dictate the number of visits most aligned with their preferences and protocols.
-  Prodigy's system includes customizable timing alerts given to call parties before termination of a voice or video call. The highly configurable system allows for adjustable, controllable time limits to be applied to individual inmates, cell blocks, and designated groups.
-  Prodigy's advanced suite of built-in investigative tools includes a **Call Watch** feature that alerts a designated user via cellphone or email when a specific telephone number is being called. This real-time alert allows for LCJ staff or their investigative cohorts to monitor the call live or access the recorded call when convenient.



Add Call Watch

Details

☒ **Active**

Watch Name
[Text Field]

Expires
05/10/2021

Requested By
Lauren Michale

Request Number
(609) 703-9751

☐ **Email**

Request Email
lmichale@prodigytel.com

Additional Email
[Text Field]

☐ **Remote**

Remote Phone
(609) 703-9751

Remote Pass Code
[Text Field]

Description
[Text Field]

- iii. Description of the scheduler feature. Explain how the system will prevent scheduling conflicts for visitation sessions.

 iii. Prodigy Response:

-  Prodigy's intuitive **auto-approval** feature eliminates administrative headaches associated with scheduling and saves LCJ staff exorbitant amounts of time so they can focus on critical job functions.
-  Because Prodigy's VVS facilitates **instant** video calls (like FaceTime), no scheduling component is needed nor are scheduling conflicts an issue. Prodigy does the heavy lifting in terms of vetting and approving video visitors by requiring government-issued IDs, a selfie to validate the photo on the government ID, and all other pertinent identifiers and information.
-  Once a visitor is granted approval, an inmate can initiate a video call. All video call records are instantly accessible and saved for LCJ to review at their convenience or urgency.
-  For ONSITE video visitation, Prodigy offers a **self-scheduling** feature for family and friends to access and select a time and date based on the availability **prescribed by the Jail.**

REMOTE VIDEO VISITATION**NO SCHEDULING REQUIRED!**

ProdigyVision's Auto-Approval function vets each user account to ensure it meets the criteria required for video visitation and grants approval accordingly.

Auto-approval saves your staff countless hours of time and manpower, allowing them to focus on more critical duties.

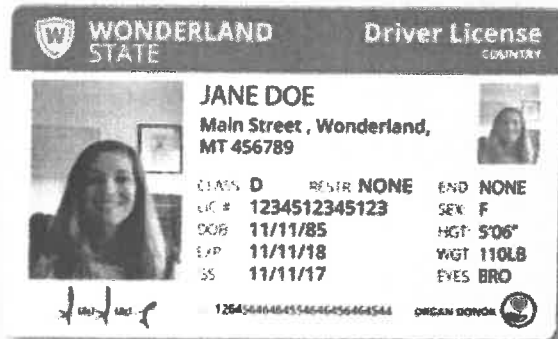
When creating an account, all users are required to upload:

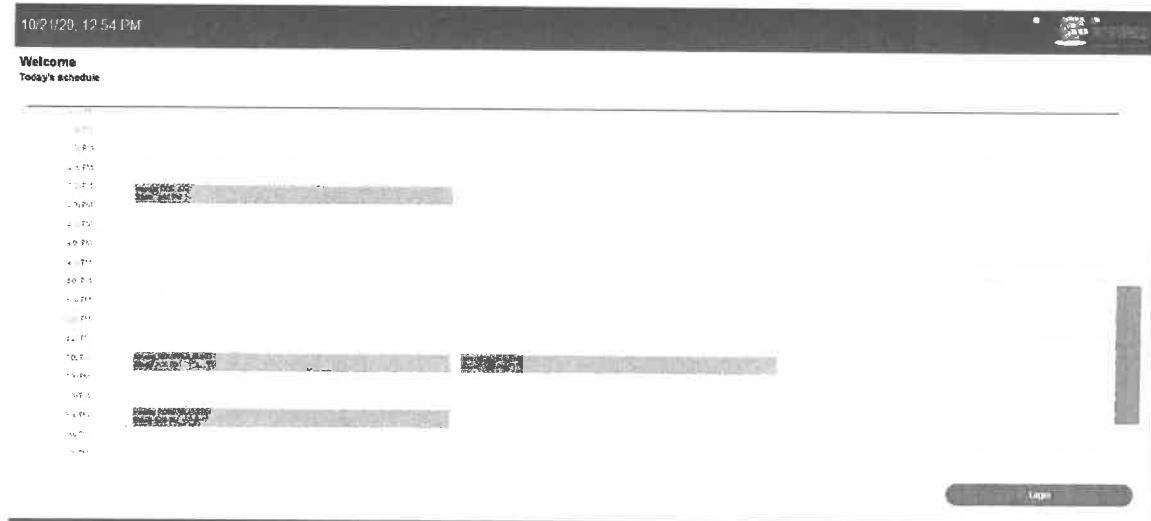
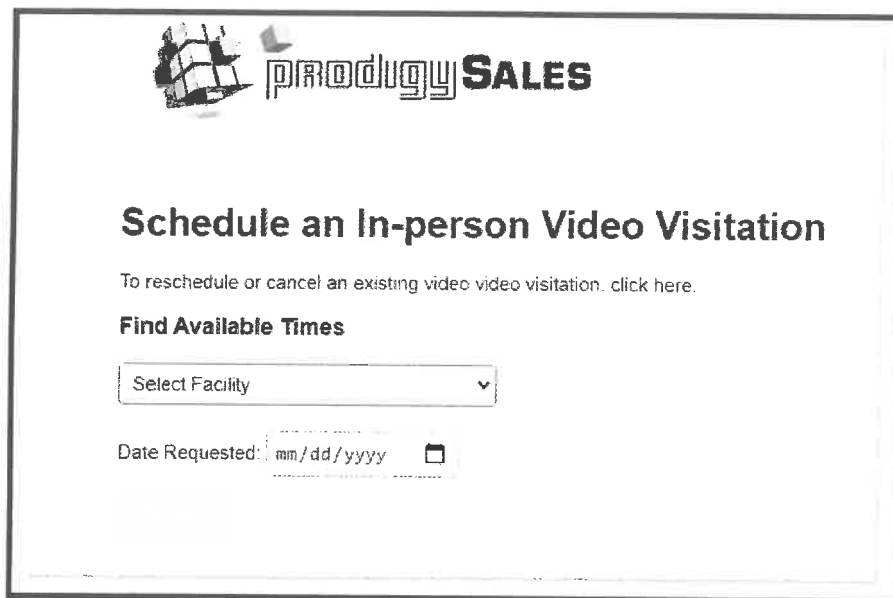
- ✓ Recent selfie
- ✓ Government-issued ID

These images will be used to verify the identity of the visitor during a video call.

If either image is deemed insufficient or illegible, the ProdigyVision user account will not be approved.

Users can check the status of their account and resubmit images if necessary.





- iv. Describe the storage capabilities for all video visitation visits, reports and data, online as well as archived. Describe procedures for retrieving stored data.
-  **iv.** The ITS provides detailed archive storage and management process guaranteed for the life of the contract as well as any extension periods Through our Kinetic Console, Prodigy guarantees **lifetime storage** of voice recordings and 180 days of video recording Authorized Lawton City Jail staff and appropriate constituents will have real-time access to all records through the web-based Kinetic Console user interface regardless of when the record was created.
-  Our recording equipment is located in central facility where the staff will be trained to operate and maintain its operation on a 24/7/365 basis.

Audio files will be in MP3 format and Videos will be MP4 file format. Prodigy gives Lawton City Jail file-share options to consider including ability to create a "Case" and instantly include records into said case to securely share through encrypted file-sharing (like a secure Dropbox for records). Lawton City Jail staff can also burn to DVD/CD any video and audio calls on demand by creating a batch to easily obtain all searched recordings

Prodigy is committed to transparency, and grants Lawton City Jail complete access to create reports regarding call records, commission/revenue, call

summary, inmate management reports, PIN Debit reports, etc. All report options run seamlessly **and do not interfere** or interrupt any other ITS/ProdigyVision operations.

Kinetic Console Dashboard Admin ▾ Search ▾ Inmates Monitoring ▾ Reports ▾

Search for Calls

Filters Save search criteria Save

- Addresses
- Batches
- Call Watch History
- Call Watches
- Conspiracy Report
- Calls**
- Cases
- Feature Restrictions
- Notes
- SMS Conversations
- Trouble Tickets
- Videos**

☐ Only With Recording

Start Date: 05/17/2021 End Date: Start Time: End Time:

Search for Calls

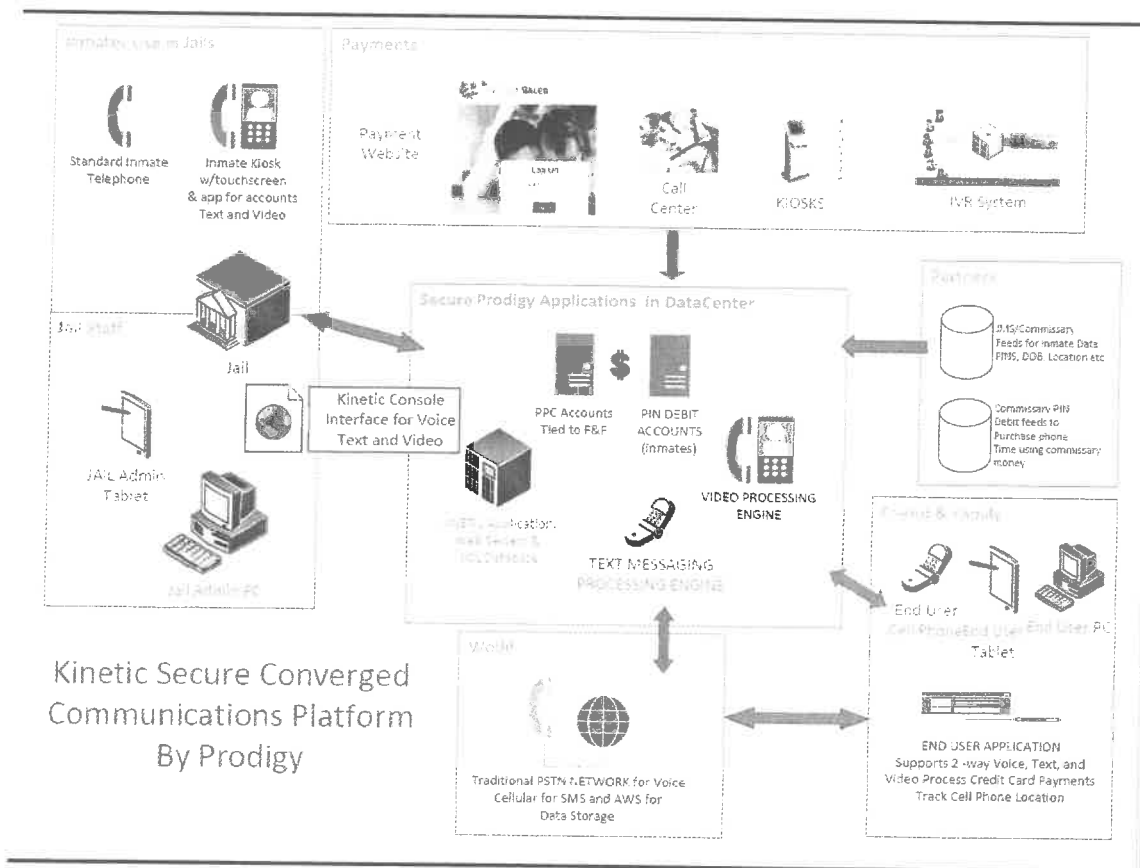
Filters Save search criteria Save Saved Searches ▾

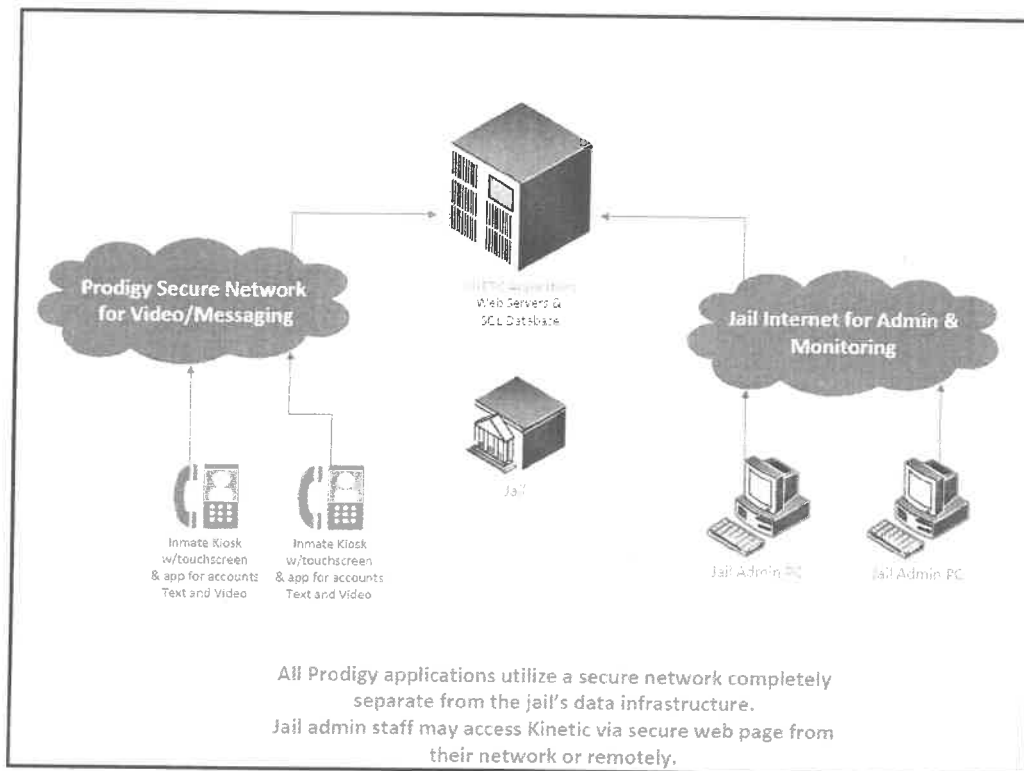
☐ Only With Recording

All Call Attempts		Exclude Listened To Calls	
Start Date	05/17/2021	End Date	05/17/2021
Start Time	1:01:00 AM	End Time	12:00:00 PM
Called Number	Add	Card Number	
Facilities	Select	Call Types	8 checked
Termination	7 checked	Block Code	Select
Circuit	Select		
Inmates	1, 2, 3, 4, 5, 6, 7, 8, 9, 10		

- v. Description of security features, including how the system can be assured to not compromise the City's local area network or security.

- v. Prodigy response:** Prodigy affirms the City of Lawton that its integrated technology platform poses NO security risk, nor will it compromise the City's LAN. Prodigy has **never** suffered a data or security breach to date.
- All of Prodigy's applications use a **secure network** completely independent of the Jail's data infrastructure. Additionally, Prodigy supplies and protects its own circuit and firewall. Prodigy will **not** access or use the Jail's existing network in any capacity or share its bandwidth.
 - The diagram below provides a visual demonstration of Prodigy's Converged Communication Platform and the holistic infrastructure as it would relate to LCJ.



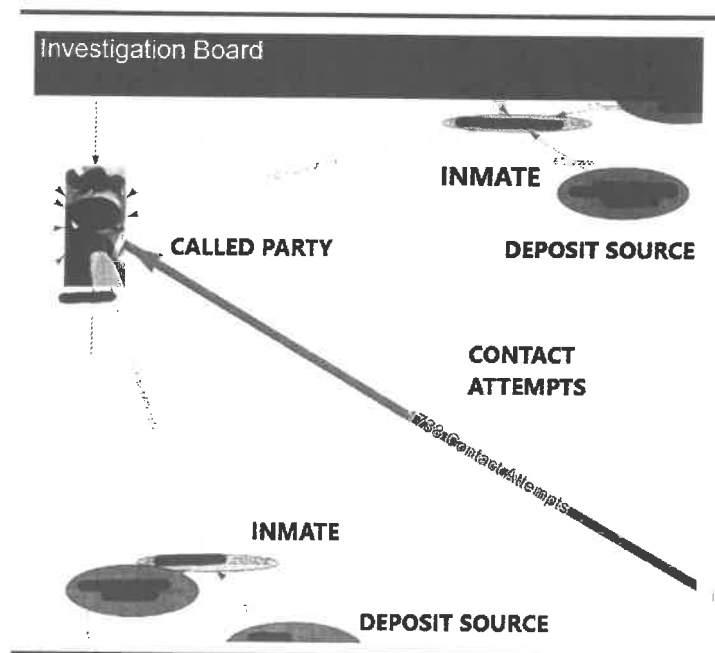
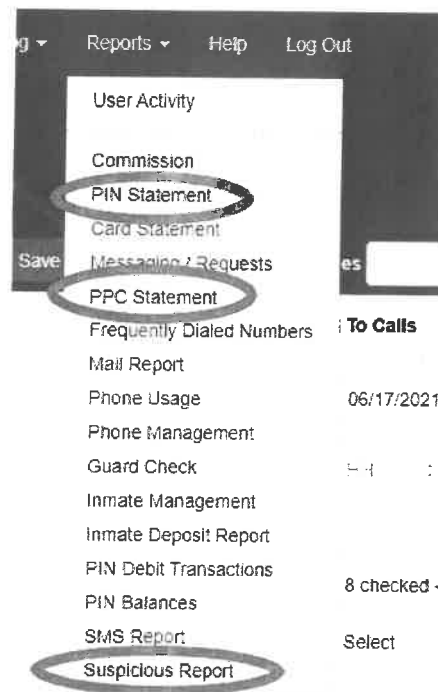


- vi. Ability of the City to search and query end-user pre-paid account information for investigative purposes to the extent you are legally allowed to provide certain information.

vi. Prodigy response

With one-click access to real-time communication and transaction data, Prodigy's system is designed to streamline investigations and eliminate administrative headaches.

-  Access profile data of individuals having documented communication with multiple inmates.
-  Instantly identify all inmates linked to individuals via phone, video call, and SMS.
-  Use interactive Investigation Board to highlight suspicious call activity, complete with visual connection between inmate and call recipient, volume of call attempts, and deposit source information.



- b. Identify if the proposed VVS is capable of providing additional technology applications and at no cost to the City. Describe any additional technology applications that are available.

 **b. Prodigy response:** can add or customize ANY application or feature to address your facility's needs at no cost to the City of Lawton. From our free Law Library and advanced Text translation and photo biometrics capabilities, to Prodigy MailScan, a free electronic mail scanning feature included in our Kinetic Console, Prodigy is continuously developing new technology to streamline operations and investigations in response to customer requests.

c. Identify any environmental conditions that will be required for the equipment to perform as specified.

 **c. Prodigy response:** All of Prodigy's equipment is designed and engineered to withstand correctional setting conditions and environmental conditions. No accommodations or considerations need to be considered, and Prodigy guarantees optimal performance in any/all conditions. **6.3.4** details the standard equipment safeguards Prodigy implements as part of the comprehensive installation process.

d. Specify the compression rate used for the video quality as well as the average file size of a stored session based on an average visit of thirty (30) minutes.

 d. Prodigy Response

The **ProdigyVision VVS** compresses video files into **MP4 format** which is advantageous for a host of reasons. Key benefits include:

- It can be used on multiple platforms, thus making it easier to use and distribute.
- It has a high degree of compression while producing smaller file sizes, thereby making it ideal for video streaming or compressing high-definition audio-video files.
- An MP4 file can contain metadata and Extensible Meta Data Platform, including subtitles, images based on JPEG standard or PNG format, among others, and PDF.
- Support for metadata means that the file can be integrated with 3D graphics, menus or user navigation options, and other user interaction features.
- A standard 30-minute **ProdigyVision** visit is approximately 200MB in size.

e. Detail any requirements for the VVS to accommodate remote video visits, including equipment, software and internet bandwidth.

f. Identify any known challenges with market equipment or internet service providers which might result in low-quality, distorted or disconnected remote video visits.

g. Provide the specific power requirements, if any, needed for the VVS.

 e.f.g. Prodigy Response:

 Prodigy's VVS is optimized for Google Chrome and supports IOS and Android, as well as Windows and MAC PCs. Additionally, our patented technology can perform video visits requiring NO apps whatsoever. This **ensures higher volume of calls** and visits since connectivity does not require an app to be online or running for recipient to receive it. Video visits may also be initiated by the inmates (functionality similar to FaceTime), so **no scheduling is required**. Prodigy will supply all

equipment, hardware, and software at no cost to the City.

- 🔧 Our provisioning group and team of engineers will carefully evaluate all bandwidth options prior to installation. Prodigy will NOT put on a strain on your existing lines. Prodigy will provide all cabling, hardware, 24-7 service, and maintenance **free** of charge.

🔧 **Prodigy adopts Power over Ethernet (PoE): web-based DC power**, the efficient and cost-effective **alternative to AC outlets**. PoE offers a host of distinct benefits:

- Permits the use of a single Ethernet cable to provide data and power to the outdoor device.
- Allows us to reboot a terminal remotely and resolve any connectivity issues **within minutes**. **NO** interruption of service for staff & inmates = **NO** interruption of operations & revenue.
- Proven to drastically reduce installation time.
- Eliminates the high-cost need for electricians to install AC outlets in an outdoor environment.
- Prodigy provides battery back-up for all switches.

6.4. Background and Experience - 30 points

- 6.4.1. Provide an overview of the history of your firm and your experience in implementing the requested services in correctional facilities.

🔧 6.4.1.

PRODIGY AT A GLANCE

🔧 85	YEARS DEVELOPING CORRECTIONAL TECHNOLOGY
🔧 33	OKLAHOMA JAILS
🔧 100%	CUSTOMER RETENTION
🔧 0	LAWSUITS OR DATA BREACHES TO DATE

PRODIGY EMERGES AS INDUSTRY VANGUARD

Founded in 2015, Prodigy has earned a reputation for designing and engineering the most advanced inmate communications platform in the industry. We take pride in our market distinction as the **only** true single-source provider of Inmate Telephones, Video Visitation, Messaging, JMS, Mail Scan, Inmate Tablets, and Commissary.

The foundation of Prodigy's success, however, was born **long** before 2015. Prodigy's leadership team boasts a combined **85 years of experience** in developing, implementing, and supporting inmate communication and JMS systems, commissary systems, and other essential technology. We are excited to bring more than eight decades of specialized training and experience, extensive knowledge, and our hallmark customer-centric business philosophy to the City of Lawton.

With all essential technology centralized on **one** platform, Prodigy guarantees the City of Lawton unmatched operational efficiency, safety, security, and revenue. Prodigy's exponential

growth in the US and newly established foothold in international markets is a testament to both our superior technology and unrivaled service model. Unlike other providers, Prodigy has never and will never adopt a cookie-cutter, one-size-fits-all approach to delivering correctional technology. As our diverse portfolio demonstrates, Prodigy is committed to designing and administering scalable, customized solutions that vary in size, scope, and complexity based on the needs of our jail partners.

OKLAHOMA ROOTS SIGNAL LONGSTANDING PARTNERSHIPS

Prodigy is no stranger to the correctional landscape in Oklahoma. Our technology suite currently serves **32 jails of all sizes in the state of Oklahoma**, including Comanche County located in the City of Lawton and the expansive Grady County Correctional Center in Chickasha. Prodigy is proud to have established successful working relationships with a host of law enforcement, government, and investigative agencies throughout Oklahoma.

Prodigy's skilled team of practitioners in both business and technology roles include **Oklahoma natives** with decades of direct experience in correctional settings, namely high-level Jail Administration and Correctional Technology Installation & Service. They are uniquely positioned to understand, diagnose, and navigate the City of Lawton's operational challenges and practices. Prodigy also boasts a state-of-the-art warehouse and call center in Oklahoma to ensure the highest quality service to its valued jail partners.

Our longstanding and ever-growing presence in Oklahoma is indicative of Prodigy's customer-first, relationship-driven approach to business and our commitment to understanding each jail's needs before implementing tailored solutions.

DISTINCTLY CUSTOMER-FOCUSED BUSINESS MODEL

Unlike most Inmate Communications providers, Prodigy has **no** ties to corporate investors, and we consider our **customers** to be the most important stakeholders. What does this mean for the City of Lawton? It means we never have to answer to outside constituents telling us to cut corners, nor are we bound to a prescribed formula designed to line the pockets of a corporate bigwig. At Prodigy, our strategy is simple: we solicit input directly from our customers and deliver the technology needed to address your emergent needs.

Additionally, all of Prodigy's patented technology is wholly developed and supported **by our in-house development team**. In other words, Prodigy does not contract with technology resellers or third-party providers. This unique market distinction allows us to customize and tailor customer solutions and establish a true partnership with our jail partners founded on transparency and collaboration.

Prodigy's people-over-profit business model lets us focus solely on delivering the most reliable service and advanced technology to support sustained contact between inmates and loved ones, while guaranteeing the City of Lawton and its correctional staff the level of heightened safety, security, and operational success they deserve.

- 6.4.2. Describe your experience and approach in successfully interfacing your solutions with jail management, inmate trust, and commissary systems. If applicable, describe your particular experience with interfacing with the JMS and Inmate Trust or Commissary systems.

 6.4.2.

SEAMLESS INTEGRATION AND SYSTEM COMPATIBILITY

Prodigy's industry-leading technology was designed to facilitate seamless interface with **any** Jail Management System (JMS) vendor, Commissary system and Trust fund/banking system. Prodigy is known for its universal system compatibility coupled with its efficient, uninterrupted, and flawless data transfer capabilities. Establishing and maintaining a nationwide customer base has provided Prodigy an opportunity for continuous exposure and successful interface with nearly every correctional service provider in the marketplace including City and County developed JMS systems and all Inmate Banking software.

Prodigy's integrated technology platform not only boasts proven compatibility with 50+ JMS systems, but it also expedites account setup. Specifically, during inmate booking, Prodigy's Kinetic ITS will automatically communicate with the City's JMS, thereby eliminating staff involvement to create an account.

- 6.4.3. Describe your experience in working with educational curriculum designed to reduce recidivism among adult offenders.

 6.4.3

EDUCATION & PROGRAMMING TO REDUCE RECIDIVISM

Prodigy is committed to providing robust and inclusive educational programming to all inmates. Why? At Prodigy, we understand the positive and transformative impact education has on inmate populations.

By immersing ourselves in data-backed studies from credible sources including the Vera Institute of Justice which recently studied and measured the economic outcomes of inmate access to education, we at Prodigy have become well-versed in the compelling results documented among correctional facilities nationwide over the course of two decades.

By Prodigy offering widespread access to education in jails, incarcerated men and women reenter the labor market with more competitive skills and qualifications, leading to higher rates of employment and increased earnings, greater wellbeing and decreased likelihood to engage in criminal behavior.

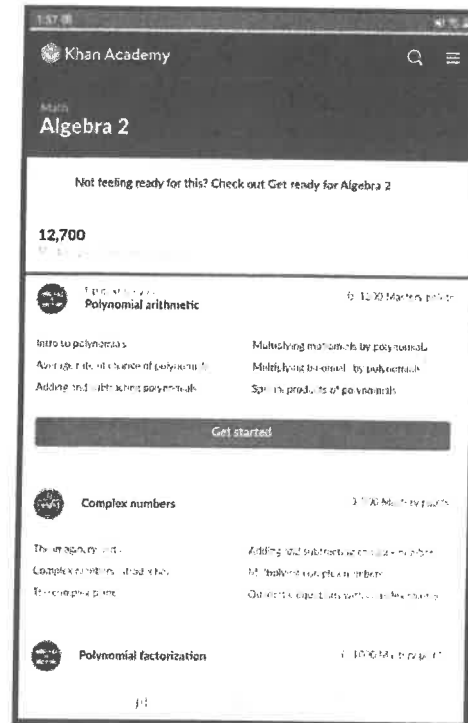
Some key drivers in Prodigy's commitment to providing top-tier educational programming to inmates include:

- reduced recidivism
- reductions in crime
- greater employment & earning potential upon reentry
- savings to taxpayers
- long-term contributions to the safety and well-being of the communities to which formerly incarcerated people return.

By partnering with the renowned, non-profit educational organization **Khan Academy**, Prodigy successfully administers curriculum on our Tablet solution that aligns with each inmate's educational interests, ability levels, and goals.

Like hundreds of other correctional facilities nationwide, Prodigy uses Khan Academy to support a variety of programs, including credit recovery, GED preparation, and adult continuing education. Through self-paced learning, inmates are exposed to a wide breadth of subjects (including math, science, computing, history, art history, economics, and test preparation (SAT, Praxis, LSAT) content, skill-development exercises, and degree programs.





Math K-12, plus science, humanities, AP®, and more

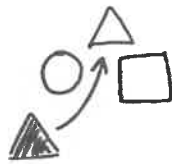
Our personalized learning system rigorously assesses student progress and provides real-time feedback and lessons to help students fill gaps in their understanding and accelerate their learning in K-12 math, high school and AP® math, science, social studies, art history, and computer science.



Official SAT® Practice

Khan Academy has partnered with the College Board, creators of the SAT, to provide students with a free, personalized practice plan based on the student's PSAT/NMSQT® results.





Personalized learning

Students practice at their own pace, first filling in gaps in their understanding and then accelerating their learning.



Trusted content

Created by experts, Khan Academy's library of trusted, standards-aligned practice and lessons covers math K-12 through early college, grammar, science, history, AP®, SAT®, and more. It's all free for learners and teachers.

- 6.4.4. Provide at least three references, including a description of the work performed, the original budget and final cost of the implementation, and full contact information.

 **6.4.4 Prodigy Response:** Prodigy has read, understands, and complies with all components outlined in this RFP and with all instructions outlined by the City of Lawton, Oklahoma. Prodigy has provided **3 References** and all required details in a previous section.

- 6.4.5. Describe any current, pending or past litigation (within the last 10 years) that the organization has been, is, or is expected to be a party to.

6.4.5. Prodigy Response:

DOCUMENTED HISTORY OF INTEGRITY, TRANSPARENCY & COMPLIANCE

A notable market exception, Prodigy Solutions, Inc. is proud to disclose that we have **never** been named or involved in a lawsuit, nor have we experienced a data breach or security infraction of any kind. We have achieved **100%** favorable customer outcomes across the US and abroad, all who report increased efficiency, security, and revenue after only a short time using our inmate communication system, kiosks, investigative tools, and commissary services.

Prodigy is committed to absolute transparency and grant complete access to create reports detailing call records, commission/revenue, call summary, inmate management reports, PIN Debit reports, etc. Additionally, Prodigy guarantees lifetime storage of voice recordings and 180 days of video recordings, which are instantly accessible to the City of Lawton at any time.

6.5. Staffing and Service Level — 10 points

6.5.1. Provide names and qualifications of key employees to be assigned to this work.

** 6.5.1. Prodigy Response:****ORGANIZATIONAL DEPTH & DYNAMIC PROJECT MANAGEMENT TEAMS**

At Prodigy, we believe that experience is the best teacher. It's a mindset clearly reflected in our organizational makeup and personnel depth. Prodigy Solutions is comprised of a tight-knit group of professionals ranging from business and technology leaders to former jail administrators and sheriffs, all with roots in the inmate telecommunications landscape. Unlike industry giants backed and controlled by external stakeholders, Prodigy's decisions are driven solely by its internal ownership team: Chief Executive Officer J. Brian Hartman Chief Technology Officer Martin Knodle, and Director of Sales, David McEvilly.

Prodigy guarantees the City of Lawton a highly trained, dedicated team of Inmate Communications specialists to manage the installation, maintenance, support, and training components of this work. Among other skilled technicians and product specialists, your dedicated team will include:

J. Brian Hartman, Prodigy CEO

J. Brian Hartman boasts two decades of specialized experience centered on inmate communication service. His leadership post is the culmination of years spent mastering nearly every facet of the industry. Early in his career, Brian made the professional commitment to work for at least one year in critical functions including: field installations, tech support, engineering development, sales, product management, and financial management. Through experiential learning, he has developed advanced technical expertise, nuanced business acumen, and a holistic approach to solving customer challenges.

During his tenure, Mr. Hartman has managed large LEC accounts, built and managed a call center, developed back-office support software, and transitioned a company from a technology manufacturer to a service-based business. He has also introduced and deployed inmate telephone service and investigative technology to five international markets including Canada, Singapore, the UK, UAE, and Japan.

Mr. Hartman holds a Master's Degree in Finance from the University of Pennsylvania's prestigious Wharton School of Business.

Chance Wynn, Inmate Communications Specialist, Account Executive, and Jail Liaison

As both an Oklahoma native and former Oklahoma Jail Administrator, Chance is uniquely qualified to work closely with key personnel within the City of Lawton and its jail throughout the entire lifecycle of this project.

Chance draws on many years of firsthand experience in jail operations, specifically in Delaware County, OK to help him best understand and diagnose customer challenges and identify appropriate solutions. During his tenure with Prodigy, he has developed an extensive

background in training command staff and support personnel in jails throughout the state of Oklahoma on how to use every component of Prodigy's integrated Inmate Communication technology suite to best serve their facilities.

David Easton, Senior Inmate Communications Technician

An Oklahoma native for more than two decades, David has been installing and servicing inmate telephones for 25 years, with most of that time dedicated to Oklahoma correctional facilities. David's expertise, knowledge and familiarity with the Oklahoma correctional landscape qualify him as a valuable asset to the City of Lawton, its jail staff, and operations.

- 6.5.2. Provide a staffing plan for meeting the requirements and describe availability of staff to ensure that sufficient capacity is available to complete the implementations.



6.5.2. Prodigy Response:

STAFFING & IMPLEMENTATION

In addition to the comprehensive and holistic implementation and staffing plan carefully **detailed in section 6.3.4**, Prodigy guarantees the City of Lawton Jail a **dedicated field team** to respond to all ongoing service and support needs.

Prodigy does **not** outsource any facet of customer service or technology development and maintenance. The LCJ will establish a longstanding relationship with a consistent, recognizable team of experienced Prodigy staff in roles of business, technology, and customer relations. Additionally, The LCJ staff will have direct access to Prodigy's Chief Executive Officer and Chief Technology Officer.

- 6.5.3. Provide a copy of all maintenance and service level agreements, including at a minimum:
- Response protocol for service and repair requests, including response times and any

exceptions to 24x7x365 availability.

- b. Provide the address of the support center that will be responsible for servicing the installation and indicate the number of trained service personnel available at that service center for maintenance on the proposed system. Identify local subcontractors that may be used to enhance response time.
- C. Provide a statement on spare parts availability and delivery durations when parts are not on hand at the site or at the maintenance support center.
- d. Procedure for handling defective parts and equipment.
- e. Procedure for introducing system upgrades and software patches.
- f. 24x7x365 phone support. Indicate whether customer service center defaults to an Interactive Voice Response (IVR) or a live customer service representative. If applicable, identify the hours of availability for a live customer service representative.
- g. Average on-hold time to reach a live representative.
- h. Average response time for an email inquiry from an end-user. i.
Procedures for handling end-user complaints.
- j. Procedures for handling refund requests and the timeframe for completing such requests.
- k. Escalation process for service and support requests.
- l. Description of any available chat functionality in a web-based support application to reach support staff.
- m. Describe your schedule for recurring preventative maintenance visits and the scope of maintenance provided at those visits.

6.53. Prodigy Response:

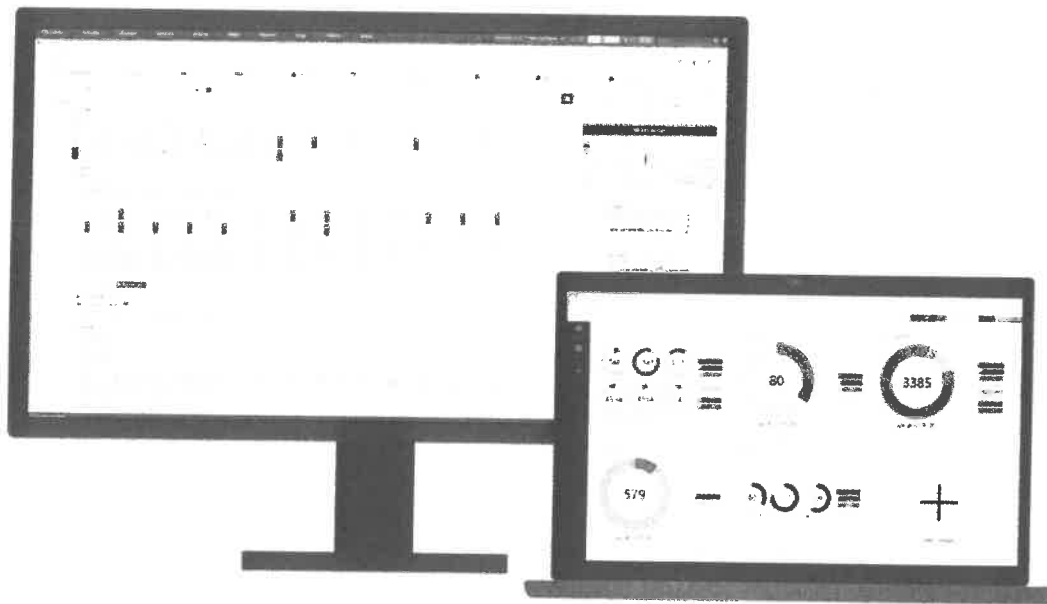
RESPONSIVENESS & SERVICE REDEFINED

Prodigy assures rapid response to any service by our in-house and/or dedicated Prodigy field technicians. We *do not* employ third-party tech support or outsourced call centers. We employ an alarm system that provides immediate notification of any major outage. Prodigy proactively monitors the network for any interruption and contacts our customers accordingly.

Prodigy utilizes state of the art PRTG monitoring software to perform system checks and diagnostics. All Servers, Operating Systems and network equipment are monitored 24-7-365. System issues are reported visually and via email.

Should a service interruption occur, our Prodigy Tech Support Team will provide a Priority 1 ticket to resolve the issue as soon as possible. We make it our practice to contact facilities impacted, restore service quickly, and provide a complete detail of the issue and resolution.

Prodigy prides itself on being the most accessible and responsive provider in the marketplace. We proudly boast a dedicated warehouse and support center located at 1001 SW F Avenue **in Lawton** to service our Oklahoma customers.



Prodigy will support the City of Lawton and its Jail Staff through unwavering commitment by the industry's most highly trained technical and field support professionals.

Technical Support Center

As the premier inmate telephone system provider in the U.S, we have established standard response times and service levels that accomplish our key objective of achieving the highest level of service.

Each service query will be assigned one of three priority levels upon contact from the Lawton City Jail. Each level has a resolution and escalation timeline. The Prodigy technician performs the initial diagnosis and isolation, resolving many items during the first call. When a query is received, the Prodigy technician uses proper diagnosis and isolation procedures to determine if there is problem. If a problem is found, the reason for the problem is determined and either immediately resolved or the technician engages the appropriate party for problem resolution.

The Technical Support Center retains ownership of any reported queries at all times and is responsible for escalation and update functions. Every effort is made to resolve the problem remotely, within the framework of the resolution timeframes. If the problem cannot be resolved remotely, a service technician is dispatched to the facility to expedite problem resolution.

The following Prodigy Telekinetic ITS service levels are the standard procedures for both normal maintenance and emergency outages.

Priority Level Three

A Level Three assignment will be given when an event of less than 5 percent of system functionality is adversely affected by the system event and can include single and multiple phone-related issues. Examples of Level Three service assignments include items such as the following:

- Static on the phone
- A party's inability to hear
- An inmate's inability to dial
- A broken phone
- Non-functioning dial pad
- Non-functioning cut off switches
- An inability to generate reports
- Response time for a Level Three event is 72 hours.

Level Three Communication Guideline

If a dispatch is not required, Prodigy notifies the facility when the service issue is resolved.

If a technician is required, Prodigy contacts City of Lawton with an estimated time of arrival.

A Level Three event is escalated to the Technical Support Department.

Priority Level Two

A Level Two assignment occurs when 5 percent to 29 percent of system functionality is adversely affected by the system event. Examples of a P2 service assignment would include problems or errors with items such as the following:

- Work station
- Specific system ports
- LEC circuits
- Unblocks
- Block numbers
- Missing CDRs
- Call searching
- Response time for a Level Two event is 24 hours.

Level Two Communication Guideline

If a dispatch is not required, Prodigy notifies City of Lawton when the issue is resolved via phone and email.

If a technician is required, Prodigy contacts City of Lawton with an estimated time of arrival.

A Priority Level Two event is escalation to the Technical Support Department.

Priority Level One

A Level One event is our highest service level, occurs when 30 percent or more of system functionality is adversely affected by the system event. Examples of Level One service assignments would include items such as the following:

- Voice prompts not operating
- Features not functioning appropriately
- Live call monitoring not functioning appropriately
- Telekinetic ITS user interface access denied
- Two or more phones are out-of-service in any one housing area
- Response Time for a Priority 1 ticket is two hours.

Level One Communication Guideline

If a dispatch is not required, Prodigy notifies City of Lawton when the service issue is resolved via email and by phone. If a technician is required, Prodigy contacts City of Lawton with an estimated time of arrival.

A **Priority Level 1** ticket is escalation to the following people:

- I. Technical Support Department
- II. Technical Support Lead Engineer
- III. Technical Support Director
- IV. Executive Director of Service

If resolution is delayed, escalation procedures within Prodigy management team are activated to ensure appropriate resources are allocated to resolve the problem.

Field Technicians

The certified technicians are able to respond to most critical issues within two hours. They also have immediate access to engineering resources should the need arise. Technicians are required to follow a structured technical and management escalation process if they are unable to isolate the problem within two hours.

Additional Contacts, Protocols, & Timelines

Prodigy will provide The City of Lawton with our toll-free number—866-700-4545—and guarantee **24-7-365** availability. All public and facility requests will be answered immediately by our Support Team at 866-700-4545 x1003 All blocking requests will be managed in real time as the request has been made.

When contacting Prodigy for support services, end users will be greeted by a live in-house Prodigy Customer Support Representative during normal business hours and after hours by a trained Prodigy answering service. Our dedicated answering service team will route the end user request to a Prodigy Customer Support Rep via email for a response and resolution to be formulated ASAP.

End users may communicate issues or request a refund by contacting one of our live operators or outreaching via email. Refund requests are reviewed and assessed within 24 hours of receipt, and end users can expect to see the refund applied to their account within 2-3 business days of it being processed.

Prodigy promises efficient and seamless installation and service all equipment by our expert technicians and staff. Minimal equipment is required with our installation, and repair needs are typically limited to an occasional phone or kiosk. All services, maintenance, upgrades, and equipment are provided **100% free of charge** to the City of Lawton for the duration of our partnership.

Spare phones and kiosks will be left onsite for our technicians to quickly replace upon arrival when needed. Prodigy delivers routine maintenance every 3-6 months to greatly minimize this issue from occurring. Our Network Operations Team can remotely monitor and restart equipment easily to mitigate any issue before it impacts service or operations.

6.6. Financial Proposal — 20 points

In all presentations of financial information, keep in mind that there will be one contract. Clearly identify any differences in how the financial aspects of your proposal would relate to each offering.

6.6.1. Telephone System

- a. List and explain the charges that will be incurred by inmates when making calls.
- b. List and explain the charges that a called party will incur.
- c. List and explain the revenues that the City will receive in connection with the use of the system. All commissions shall be quoted in percentage of gross revenue that the City will receive.
- d. List any other revenues that are associated with the system.
- e. List any signing commissions that are proposed.
- f. Provide a statement that your proposal meets the Compensation Requirements described in section 5.2.7 of this RFP or provide a detailed explanation of any exceptions.
- g. Provide the basis for costing adjustments in subsequent years of contract or for potential future contract extensions.

6.6.2. Tablet Services

- a. Provide a revenue sharing proposal. List and explain the revenues that the City will receive in connection with the use of the system. Quote all commissions as a percentage of gross revenue. List any other revenues that are associated with the system.
- b. List and explain the charges that will be incurred by inmates when using the tablet.
- c. Describe any signing commissions that are proposed.
- d. Provide basis for costing adjustments on subsequent years in contract or for potential future contract extensions.
- e. Provide pricing for replacement, repairs, technical support, disaster avoidance, recovery solutions, upgrades and patches, and any additional items relevant to maintaining the proposed tablets and related hardware/equipment.

6.6.3. Video Visitation

- a. Provide a revenue sharing proposal. List and explain the revenues that the City will receive

in connection with the use of the system. Quote all commissions as a percentage of gross revenue.

- b. Identify any variances between your proposal and the requirements outlined in Section 5.4.
- c. Identify all charges proposed to be imposed on users of the VVS. To provide a comparison benchmark among proposals, indicate the rate for a 30-minute video visitation session.
- d. Describe any signing commissions that are proposed.
- e. Detail any cost associated and/or commission with the additional technology or optional features offered/proposed.
- f. Provide an example of the traffic detail report to be provided to the City during the term of the contract.
- g. Provide pricing for repairs, technical support, disaster avoidance, recovery solutions, upgrades and patches, and any additional items relevant to maintaining the proposed VVS and related hardware/equipment.



6. Prodigy Response: Prodigy has read, understands, and complies with all **PROPOSAL CONTENT AND FORMAT REQUIREMENTS** components outlined in this RFP and with all instructions outlined by the City of Lawton, Oklahoma.

7. SELECTION PROCEDURE

Proposals will be evaluated on the criteria outlined in the **PROPOSAL CONTENT AND FORMAT REQUIREMENTS** section, with a maximum possible score of 100 points.

After an initial review and evaluation of each of the proposals, the offerors submitting the most highly rated proposals may be invited for interviews prior to final selection, to further elaborate on their proposals. The City reserves the right to award a contract without holding interviews, in the event the written proposals provide a clear preference on the basis of the criteria described.

The Contractor(s) selected for this project will be required to accept the City's standard contract and to comply with insurance standards as deemed acceptable to the City's Risk Manager. No agreement with the City of Lawton is in effect until both parties have signed a contract.



7. Prodigy Response: Prodigy has read, understands, and complies with all **SELECTION PROCEDURE** components outlined in this RFP and with all instructions outlined by the City of Lawton, Oklahoma.

8. INQUIRIES

Direct all inquiries regarding the proposal process or proposal submissions

to: Julie Magness, Budgeting & Accounting Supervisor

Lawton City Finance Department

Division 102 SW 5th Street

Lawton, OK 73501

580.581.3228

Julie.Magness@lawtonok.ok.gov

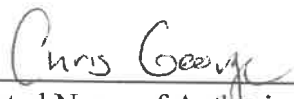
6. ATTACHMENT A: COVER SHEET

Name of Person, Business or Organization:	Prodigy Solutions, Inc.
Type of Entity: (e.g. Sole-Proprietorship, Partnership, Corp., Non-Profit, Public Agency)	1001 SW F Avenue Lawton, OK 73501
Federal Tax ID Number:	474369197
Contact Person — Name	Chris George
Contact Person — Address	1001 SW F Avenue Lawton, OK 73501
Contact Person - Phone Number (s)	(479) 263-4534
Contact Person — e-mail address	cwynn@prodigytel.com

By signing this Cover **Sheet** I hereby attest: that I have read and understood all the terms listed in the RFP; have read and understood all terms listed in this proposal; that I am authorized to bind the listed entity into this agreement; and that should this proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published by the City of Lawton, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal.



Signature of Authorized Representative



Printed Name of Authorized Representative

06/21/2021

Date

7. ATTACHMENT B: SYSTEM REQUIREMENTS QUESTIONNAIRE

This Attachment lists Lawton City's requirements for an Inmate Pay Telephone System. Though the term "requirements" is used here, the City understands that some compromises may need to be made in system functionality in order to select the system that will best meet our needs. Please complete this questionnaire, indicating whether your proposed system complies with each of the listed requirements. Include the completed questionnaire with your proposal. Provide explanations as needed on additional pages, using the ID numbers to relate your responses to the listed items. (Check each applicable area as it applies to your proposal)

ID	Requirement	Complies Fully	Does Not Comply	Complies with Exception
B1	The Contractor shall comply with all FCC and CPUC requirements and tariffs.	✓		
B2	The system shall permit collect-only, outgoing, station-to-station calls billed to the called party, or charged to a prepaid account.	✓		
B3	The system shall not allow any incoming calls except those sent from inside the facility by staff during an emergency. These calls would be to facilitate contact with inmates during a disturbance situation.	✓		
B4	The system shall have the capability of providing free, local calls from telephones located in the booking area of the LPSC. These phones and calls will be at no cost to the City.	✓		
B5	The system shall allow specific non-recorded calls such as to the Public Defender's Office and other agencies. The City will determine these telephone numbers.	✓		
B6	The pay phone instrument shall provide immediate dial tone when the handset is off the hook.	✓		
B7	The system shall provide the option to identify, flag, and allow three-way or conference calling. The City shall determine if the calls will be allowed or blocked.	✓		
B8	The system shall prevent call forwarding.	✓		
B9	The system must run on an automated operator platform. No access to a live operator is allowed.	✓		
B10	The system shall provide prompts in English and Spanish.	✓		

B11	Call blocking shall be provided by specific number and by blocks of numbers by prefix. The blocking of mobile phone number prefixes must also be available. Blocking functions should be programmable on-site.	✓		
B12	The called party shall be able to accept or reject a call from a rotary dial or pulse dial telephone.	✓		

	Requirement	Complies Fully	Does Not Comply	Complies with Exception
B13	The system shall be capable of programmed call duration limits. The system would automatically terminate a call at the time limit set giving at least a thirty-second and fifteen-second warning. The capability of providing different time limits for different blocks of inmate phone numbers shall be available. The time limit should be controllable and adjustable at each facility.	✓		
B14	The system shall be capable of providing call completion to any point within the continental United States, Alaska, Hawaii, and internationally for all local and inter-exchange carrier calls.	✓		
B15	The system shall be capable of announcing to the called party that the call is from a correctional institution.	✓		
B16	The system shall provide call recording for each and every call including those that provide free calls. The system shall provide on-line instant access to those recordings via the LPD's/Local Area Network. The system shall also provide/allow for access to investigators outside the network.	✓		
B17	The system shall store two years of recordings on-line, which must be accessible instantly. The Contractor shall provide a client compatible with the Windows 7, 8 and 10 operating systems that will access the recordings, download them for playing, play them, and store them locally. The system shall include a case management function that will allow grouping calls, annotating the records with pertinent information for a criminal case, and verifying the accuracy of the recordings.	✓		

B18	The system shall integrate an announcement with the phone system announcing to both the caller and the called party that the call will be recorded and monitored. The system shall require positive acceptance by both parties to monitoring and recording prior to allowing connection.	✓	
B19	The system shall provide on-line access to billing name and address records for investigative purposes.		
B20	All products offered by the Contractor as well as third party components must be current products that meet all ADA and jail safety requirements.	✓	
B21	The system should include an alert system that will detect calls made to restricted numbers, calls made by restricted PINS, or calls made from restricted phones.	✓ ✓	

ID	Requirement	Complies Fully	Does Not Comply	Complies with Exception
B22	The system should have the capability of automatically calling investigators and offering live monitoring of such calls.	✓		
B23	The system will be capable of informing the called party the accumulated thirty-day balance prior to each call.	✓		
B24	The Contractor shall be capable of keeping the facility up to date on customer and technical support issues via E-mail notification.	✓		
B25	The system must provide an inmate PIN system that does not require administration by correctional officers. As the inmate is booked, an account is automatically created on the inmate phone system from the Odyssey Jail Management System (JMS). The account is also automatically closed upon the inmate's release from custody.	✓		
B26	The system must provide for the immediate disconnection of a call that is being monitored by simple point and click from monitoring interface.	✓		
B27	The system must be self-diagnostic and automatically create "trouble tickets". These "trouble tickets" must be automatically delivered to support centers within two minutes of detected trouble.	✓		
B28	The recording system should allow investigators to attach notes to each recorded call record.	✓		
B29	The recording monitoring system should utilize voice recognition technology to flag and search recorded conversations containing key words entered by correctional personnel. This function should also allow correctional personnel to go directly to the key word and play back a recorded conversation.	✓		
B30	The system must interface with the Jail Management System (Odyssey), and future Inmate Trust Accounts and/or Inmate Commissary System at no cost to the City.	✓		
B31	The Contractor will supply at least one (1) ADA Text Telephone at each location for the hearing impaired inmates and will provide any and all support services to maintain the text telephone.	✓		
B32	The Contractor will ensure that all phones and signage for phones will be in English and Spanish and meet any and all ADA requirements for visually impaired inmates.	✓		

8. ATTACHMENT C: MAINTENANCE SPECIFICATIONS QUESTIONNAIRE

This Attachment lists Lawton City's maintenance requirements for an Inmate Pay Telephone System. Though the term "requirements" is used here, the City understands that some compromises may need to be made in system functionality in order to select the system that will best meet our needs. Please complete this questionnaire, indicating whether your maintenance and support services comply with each of the listed requirements. Include the completed questionnaire with your proposal. Provide explanations as needed on additional pages, using the ID numbers to relate your responses to the listed items. (Check each applicable area as it applies to your proposal)

ID	Requirement	Complies Fully	Does Not Comply	Complies with Exception
C1	The Contractor shall provide all necessary labor, parts, materials, and transportation to maintain all proposed telephones and related services equipment in good working order and in compliance with the equipment manufacturer's specifications throughout the term of the contract. No charge may be made to the City for maintenance of the system.	✓		
C2	The Contractor shall provide telephone equipment personnel who have been fully trained, manufacturer certified, and/or qualified on the equipment and software to be serviced.	✓		
C3	The Contractor shall be responsible for all ongoing and routine maintenance of the system hardware and software.	✓		
C4	The Contractor shall be responsible for determining whether a line access failure is the fault of the local exchange carrier (LEC), the inter-exchange carrier (IEC), or the Contractor's equipment. When the Contractor determines the agency responsible for failure, then the Contractor must contact the responsible agency and negotiate the desired services at no cost to the City. If the failure is determined to be the fault of the Contractor's equipment hardware, software, or wiring, the Contractor at no cost to the City shall correct the problem.	✓		
C5	The Contractor shall develop a log for pay phone inspections and maintenance work performed and shall submit the log annually or as required by the City.	✓		
C6	Maintenance personnel supporting the proposed equipment, services, and/or software shall have at least six (6) months experience servicing the equipment, services, and/or software included in the Contractor's proposal.	✓		

C7	An adequate inventory of spare parts shall be kept in The City to be immediately available for emergency repairs to allow for the necessary operation of the proposed equipment, services, and/or software.	✓		
C8	Maintenance personnel shall respond and resolve normal repair requests within six (6) hours from time of notification and, if necessary, be on-site within six (6) hours, Monday through Friday, 0800 to 1700 hours.	✓		

ID	Requirement	Complies Fully	Does Not Comply	Complies with Exception
C9	For normal repair requests on weekends, 1700 hours Friday to 0800 hours Monday, City holidays, and for Monday through Friday from 1700 to 0800 hours, the Contractor shall isolate and correct any problem within twelve (12) hours. In the event that a problem cannot be solved within the twelve-hour period, the Contractor must contact the City and propose a plan to correct the problem. The proposed solution must meet with the satisfaction and agreement of the City.	✓		
C10	Maintenance personnel shall respond to an emergency request and be on-site, if necessary, within four (4) hours from the time of notification from the City. An "emergency request" will be limited to events that cause the non-operation of over 50% of the phones, the lack of ability to record or conference in third parties, any single site becoming non-operational, or any other failure that severely limits the proper use of the phone system.	✓		
C11	Contractor shall maintain a toll-free customer service telephone number which shall be answered 24 hours a day, 7 days a week by a live operator capable of responding to the City's customer service needs.	✓		
C12	The Contractor shall notify the City at least five (5) working days prior to any planned occurrence that may result in a service interruption to any inmate phone or service that lasts in excess of fifteen (15) minutes. The Contractor shall perform any work required at a time mutually agreeable with the City.	✓		
C13	The Contractor shall provide a point of contact for handling complaints and shall provide escalation names and phone numbers to the City within ten (10) working days after award of contract. The Contractor shall provide the City with regular updates to this information over the course of the contract.	✓		

C14	All service requests, other than repair or emergency requests shall be completed within two (2) weeks from the time the request is made to the Contractor unless <u>otherwise requested or negotiated.</u>	✓		
C15	Upgrades shall be kept current with other correctional agency upgrades throughout Oklahoma. When another agency's system is upgraded during the term of the City's contract, then the City's system shall be upgraded to the same level as the other institution. These upgrades will be at no cost to the City if the upgrades are also provided to the other institutions at no cost.	✓		

9. ATTACHMENT D: SYSTEM REQUIREMENTS QUESTIONNAIRE

This Attachment lists Lawton City's System Requirements for Inmate Tablet Services. Though the term "requirements" is used here, the City understands that some compromises may need to be made in system functionality in order to select the system that will best meet our needs. Please complete this questionnaire, indicating whether your proposed system complies with each of the listed requirements. Include the completed questionnaire with your proposal. Provide explanations as needed on additional pages, using the ID numbers to relate your responses to the listed items. (Check each applicable area as it applies to your proposal)

ID	System Requirements	Complies Fully	Does Not Comply	Complies with Exception
D1	The system has a track record of significant user engagement (over 70%) with tablets on a weekly basis.	✓		
D2	The Service provides the City the ability to download forms and programs onto the tablet with the ability to track and document program completion and/or document review and acknowledgement.	✓		
D3	The tablet provides over 10,000 hours of educational and exploratory content, and over 200 full courses within the learning platform.	✓		
D4	The tablet platform allows facility staff to add and customize coursework and localized materials.	✓		
D5	The system includes an administrative platform with unique user authentication and tiered role privileges.	✓		
D6	The administrative platform provides the facility with the ability to monitor course engagement, responses, and completion rates, both at the user and facility level.	✓		
D7	The service provides a diverse educational platform that will be available to formerly incarcerated individuals and affiliated agencies (e.g., probation, parole, adult education) on any hardware platform (Android or iOS phone, Android or iOS tablet, Chromebook, laptop, desktop) for purchase and continued use after an inmate's release.	✓		
D8	The education suite includes a library of titles focusing on educational, treatment and vocational courses (e.g., literacy, ESL, GED, college prep, and cognitive therapy; parenting and interview skills, workplace readiness and soft/life skills training).	✓		
D9	The educational suite provides college/postsecondary courses with course credits widely accepted nationally by over 1,000 colleges and universities.	✓		
D10	The system provides vocational training for a variety of industry recognized job certifications.	✓		

D11	The tablet service provides content supporting inmate re-entry including; video based courses on workplace etiquette and the application process, job skill programs and job interview simulation.	✓		
D12	Tablet provides life skill and rehabilitative content, including anger management, cognitive behavioral therapy, parenting while incarcerated, substance abuse treatment, meditation, emotional development and more.	✓		

ID	System Requirements	Complies Fully	Does Not Comply	Complies with Exception
D13	The service provides incentive-based programming, allowing inmates the ability to earn entertainment content through engagement with educational content. This program ideally leads to more time spent on educational content rather than entertainment.	✓		
D14	The programming curricula meet evidence-based or promising practice interventions standards, address criminogenic needs, and are designed to attempt to reduce recidivism.	✓		
D15	The tablet service demonstrates that the educational solution is scalable as to both content and the user community.	✓		

10. ATTACHMENT E: HARDWARE SPECIFICATIONS QUESTIONNAIRE

This Attachment lists City's hardware specifications for Inmate Tablet Services. Though the term "specifications" is used here, the City understands that some compromises may need to be made in service functionality in order to select the service that will best meet our needs. Please complete this questionnaire, indicating whether your hardware specifications comply with each of the listed requirements. Include the completed questionnaire with your proposal. Provide explanations as needed on additional pages, using the ID numbers to relate your responses to the listed items. (Check each applicable area as it applies to your proposal)

ID	Hardware Specifications	Complies Fully	Does Not Comply	Complies with Exception
E1	Equipment provided by Contractor is designed for the correctional environment and has no removable parts.	✓		
E2	Tablet devices are either tamper-proof or become inactive when tampered with and/or removed from designated secure areas.	✓		
E3	Mobile charging carts are provided for secure storage that can be rolled with ease from one unit to another and equipped to hold tablets with carrying cases.	✓		
E4	Tablet is securely cased in hardware that employs chemical and physical bonding to prevent access to the tablet.	✓		
E5	Tablet does not have ability to take photographs, even if to log onto device.	✓		
E6	Tablet screen size is between 7 inches and 10 inches.	✓		
E7	Tablet includes custom software and firmware by the OEM that prevents device tampering, eliminates all background application functionality, and removes external menus, options and input areas.	✓		
E8	Contractor provides a software solution that is web-based only and optimized for modern web browsers with common HTML5 and Java plug-ins/extensions.	✓		
E9	A mobile device management platform tailored for correctional usage is included.	✓		
E10	Tablets are not specific to any one user. The system requires unique logins for inmates to access their account from any device.	✓		
E11	Tablet provides accessibility features that support individuals with disabilities. Contractor provides the City with regular updates to this information over the course of the contract.	✓		
E12	Tablets are Contractor-neutral and able to integrate with any third-party native Android application.	✓		

E13	Tablet is capable of integrating with the City's Jail Management System (Odyssey), and future Inmate Trust Accounts or Inmate Commissary Systems at no cost to the City, including mobile interfaces.	✓		
E14	Tablet has a proven track record and ability to incorporate web or native Android applications of potential new commissary vendors.	✓		

ID	Hardware Specifications	Complies Fully	Does Not Comply	Complies with Exception
E15	Tablet is equipped for date tracking for investigatory and security measures for facility staff.	✓		
E16	Tablet system provides the facility with regular detailed reports on usage, including log in days and times for users, courses taken and completed, specific course submissions, scores and other metrics both at the individual user and facility level.	✓		
E17	The provider will install a managed and secure "dedicated" network throughout the facility that is wholly independent from the City's existing network.	✓		
E18	Tablets will provide secure and managed wireless connectivity via 802.11n or 802.11ac standards on 2.4Ghz or 5Ghz bands, while providing no access to public-facing internet. Contractor will provide 802.11n or 802.11ac, beamforming access points which must be powered by power over Ethernet (802.3at).	✓		
E19	Tablet will provide managed secure connectivity for all wide area networking via managed private connection methods such as point to point VPN's or MPLS.	✓		
E20	Contractor will provide a content delivery network (CDN) appliance on premise to deliver content to tablet users in order to reduce overall WAN bandwidth needs and costs.	✓		
E21	All applications must be hosted securely, and connections are resilient (load balanced, high	✓		

11. ATTACHMENT F: POST-IMPLEMENTATION REQUIREMENT QUESTIONNAIRE

This Attachment lists City's Post Implementation requirements for Inmate Tablet Services. Though the term "requirements" is used here, the City understands that some compromises may need to be made in system functionality in order to select the system that will best meet our needs. Please complete this questionnaire, indicating whether your proposed system complies with each of the listed requirements. Include the completed questionnaire with your proposal. Provide explanations as needed on additional pages, using the ID numbers to relate your responses to the listed items. (Check each applicable area as it applies to your proposal)

ID	Post Implementation Requirement	Complies Fully	Does Not Comply	Complies with Exception
F1	An inmate and staff training/orientation plan will be provided that involves on-site training of all inmate users and staff. Training documents will be provided for personnel at the LPSC in the use of the system at no cost to the City.	✓		
F2	A variety of manuals, including but not limited to operational, technical, training and professional development manuals that outline all information necessary for successful program use will be provided.	✓		
F3	A dedicated account manager will be provided for ongoing customer service support throughout the duration of the contract.	✓		
F4	The tablet will provide the ability for users to report issues and provide feedback directly to Contractor.	✓		
F5	A return and RMA process is in place for replacement of malfunctioning or damaged hardware.	✓		
F6	Upgrades shall be kept current with other correctional agency upgrades throughout Oklahoma. When another agency's system is upgraded during the term of the City's Contract, then the City's system and devices shall be upgraded to the same level as the other institution. These upgrades will be at no cost to the City if the upgrades are also provided to the other institutions at no cost.	✓		
F7	Contractor shall maintain a toll-free customer service telephone number which shall be answered 24 hours a day, 7 days a week, by a live operator capable of responding to the City's customer service needs.	✓		
F8	The Contractor shall provide a point of contact for handling complaints and shall provide escalation names and phone numbers to the City within ten (10) working days after award of contract. The Contractor shall provide the City with regular updates to this information over the course of the contract.	✓		

F9	The Contractor shall replace broken or inoperable equipment at no cost to the City. All shipping costs will be incurred by the Contractor. Replacement tablets and/or parts will be provided within one (1) week of notification by the City to Contractor of inoperable equipment.	✓		
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12. ATTACHMENT G: SYSTEM FEATURES AND SUPPORT REQUIREMENTS QUESTIONNAIRE

This Attachment lists Lawton City's System Features and Support Requirements for a Video Visitation Solution. Though the term "requirements" is used here, the City understands that some compromises may need to be made in system functionality in order to select the system that will best meet our needs. Please complete this questionnaire, indicating whether your proposed system complies with each of the listed requirements. Include the completed questionnaire with your proposal. Provide explanations as needed on additional pages, using the ID numbers to relate your responses to the listed items. (Check each applicable area as it applies to your proposal)

ID	Requirement	Complies Fully	Does Not Comply	Complies with Exception
G1	Ability to automatically verify the visitor's computer hardware and connectivity, to ensure they are functioning properly prior to each visit. The verification should include connection speed, audio, and web camera connection.	✓		
G2	Ability to accommodate the completion of video visitation sessions for hearing impaired inmates. Please provide detail on the proposed process.	✓		
G3	Online storage will provide the City with one (1) year of video visitation sessions.	✓		
G4	Ability to automatically archive all visitation sessions onto the Contractor-provided workstations and/or storage device(s) without loss of file integrity, on a routine basis; the City prefers the automatic archive occur every 30 days.	✓		
G5	Ability to split the audio and video of each video visitation session into independent data files.	✓		
G6	The system shall be capable of taking an individual video visitation station out of service without affecting other video visitation stations. The City must be able to shut down the VVS quickly and selectively via a workstation, the VVS user application and/or by cut-off switches at several locations including, but not limited to: a. All video visitation stations b. By central control center—select video visitation stations c. By select housing units	✓		

	Requirement	Complies Fully	Does Not Comply	Complies with Exception
G7	The VVS must be capable of showing real time activity on a control workstation. The control workstation shall have the capability to allow administrative functions in connection with the VVS, including, but not limited to: a. Set user ID b. Set password c. Set roles and associated tasks d. Capture the user's first, middle and last name e. Allow for live monitoring of all visits simultaneously (excluding attorney visits) f. Manually terminate sessions g. Report status of all video visitation stations (whether idle or offline) h. Configure the type of video visitation station to which an inmate has access	✓		
G8	Remote access to the VVS shall be provided at no additional cost. The provision of remote access shall allow the City the same features and functionalities permitted by the user's level of access as available on the control workstation.	✓		
G9	An uninterrupted power supply source shall be provided to ensure there is no loss of recorded sessions or real time data in the event of a power failure.	✓		
G10	Contractor shall be responsible for all costs associated with any additional wiring needed by the City to ensure the power requirements are met for the VVS.	✓		
G11	Contractor shall provide the City with written notice, including detailed information, of any new VVS software upgrades or features within 30 days of the introduction of the new software or features into the industry.	✓		
G12	City will be provided with software upgrades as they become available and at no additional cost.	✓		

G13	Contractor shall perform extensive testing on all system changes or upgrades prior to introducing them to the City. At a minimum, this shall include the following: • Extensive testing on a system identical to the VVS at LPSC • Network testing • Configuration / setting preservation testing • Video visitation session processing for onsite and remote • Required interfaces	✓		
G14	Contractor shall receive written permission from the City before scheduling or proceeding with any functionality changes to the VVS, especially if the changes will cause an interruption in service.	✓		
G15	The City, at its option, shall have a minimum of 30 days to notify inmates of any VVS changes that affect the inmates or the end-users.	✓		

ID	Requirement	Complies Fully	Does Not Comply	Complies with Exception
G16	Contractor shall work with the City to schedule changes and/or upgrades during a time when the video visitation stations are not being used regularly by the inmates. Contractor shall coordinate a convenient time and day with the City to implement the changes or upgrades to the VVS to avoid an interruption in service.	✓		
G17	Contractor shall provide the necessary labor, parts, materials, and transportation to maintain all video visitation stations in good working order and in compliance with the equipment manufacturer's specifications. No charge shall be made to the City for maintenance of the VVS.	✓		
G18	Repairs or replacements of nonworking or damaged equipment or software shall be started by a qualified technician within four (4) hours following notification of a service request and/or VVS failure.	✓		
G19	Contractor will exhibit a best-effort approach for completion of repairs or replacement during the first twenty-four (24) hours following notification of a problem.	✓		
G20	Contractor shall notify the City any time a technician is dispatched.	✓		
G21	Contractor shall notify the City of progress and/or delays in progress until the problems are resolved.	✓		

13. ATTACHMENT H: BILLING SYSTEM REQUIREMENTS QUESTIONNAIRE

This Attachment lists Lawton City's requirements for the Billing System for a Video Visitation Solution. Though the term "requirements" is used here, the City understands that some compromises may need to be made in system functionality in order to select the system that will best meet our needs. Please complete this questionnaire, indicating whether your proposed system complies with each of the listed requirements.

Include the completed questionnaire with your proposal. Provide explanations as needed on additional pages, using the ID numbers to relate your responses to the listed items. (Check each applicable area as it applies to your proposal)

ID	Requirement	Complies Fully	Does Not Comply	Complies with Exception
H1	The VVS shall have the capability to charge for visits when an inmate has exceeded his/her established free visit quota, if applicable.	✓		
H2	The VVS shall have the capability to:	✓		
H3	Differentiate between professional visitors (i.e. public defenders vs. attorneys).	✓		
H4	Allow for free visits for a particular visitor (e.g., public defenders).	✓		
H5	Allow visitation charges to be charged per minute or per visit.	✓		
H6	Dynamically display the cancellation and refund policy while the visitor is scheduling and canceling visits.	✓		
H7	Automatically refund a visitor for a charged visit that has been cancelled as a result of: • Inmate release • Inmate transfer • City imposed restriction • Station unavailability • City event (example: weather closure, module or building lockdown)	✓		
H8	The VVS shall allow authorized City staff to override or refund visitation charges.	✓		
H9	The VVS has the capability to show that a successful visit occurred.	✓		
H10	Contractor shall refund all visitation charges if visitation is dropped due to Contractor network issues.	✓		

H11	Contractor Shall provide an option for an itemized receipt for all transactions and charges for all remote video visits.	✓		
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ATTACHMENT I: SCHEDULING FEATURE REQUIREMENTS QUESTIONNAIRE

This Attachment lists Lawton City's requirements for Scheduling Features for a Video Visitation Solution. Though the term "requirements" is used here, the City understands that some compromises may need to be made in system functionality in order to select the system that will best meet our needs. Please complete this questionnaire, indicating whether your proposed system complies with each of the listed requirements. Include the completed questionnaire with your proposal. Provide explanations as needed on additional pages, using the ID numbers to relate your responses to the listed items. (Check each applicable area as it applies to your proposal)

ID	Requirement	Complies Fully	Does Not Comply	Complies with Exception
I1	A web-based scheduling application allowing remote and onsite visitors (general public and professional) to register and schedule visits using a standard internet browser and internet connection.	✓		
I2	Allow the City to schedule onsite visits for a particular inmate, video visitation station, and date and time.	✓		
I3	Allow the City to schedule remote visits for a particular inmate and visitor.	✓		
I4	Allow the City to establish and manage approved visitor lists for selected housing units and/or selected inmates.	✓		
I5	Allow the City to approve or deny a registered visitor.	✓		
I6	Provide an email notification to the visitor of an approved or denied registration.	✓		
I7	Capability to limit video visitation visits from being scheduled with an inmate until the City has approved the visitor's registration.	✓		
I8	Capability to schedule a "no visitations" event with customizable durations for an inmate, video visitation station, station group, and/or housing unit.	✓		
I9	Scheduler is configurable to allow City staff to set the video visitation schedule availability for specific times of day and days of the week.	✓		
I10	City staff shall have the capability to view and edit the schedule availability at any time.	✓		

111	Capable of limiting the length of a visit, providing service at certain times of the day/week/month and allowing a maximum number of visits per inmate per week or month.	✓		
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ID	Requirement	Complies Fully	Does Not Comply	Complies with Exception
112	Ability for the City to create the following restrictions for the visitor and inmate with customizable durations: - Restrict a visitor from visiting certain inmate(s) • Restrict an inmate from visiting a minor • Restrict an inmate from visiting ALL visitors • Restrict a visitor from visiting ALL inmates • Restrict an inmate from having remote visits (allow onsite visits only) • Restrict an inmate from visiting at the same time as another inmate • Restrict a visitor from visitation at the sametime as another visitor	✓		
113	Capability to set the age requirements for visitors during the registration and scheduling process.	✓		
114	Allows the City to designate a visitor an attorney (or other professional type of visitor).	✓		
115	Configurable to set different scheduling rules for staff scheduling visits vs. public scheduling remote video visits.	✓		
116	Capability for staff to create an unscheduled visit/video visitation station connection where the inmate's and visitor's information is not required and/or visitors have not registered.	✓		
117	Capability for scheduling to be done on a smart phone or other mobile device. If the VVS currently does not have this capability, provide information on its research and development progress.	✓		
118	Ability for the bar code on the inmate wristband to be validated for verification of the inmate's identity to begin the registration process and to schedule a visit. (Identify any alternative methods available for inmate identification.)	✓		
119	Capability for visitor to log in using their unique visitor ID or their email address and password.	✓		
120	Capability to auto-populate the section in which the inmate is housed when the visitor is scheduling a video visitation visit with a particular inmate for onsite and remote video visitation visits.	✓		

121	Allows for public and attorney (or other professional) type scheduling in both English and Spanish.	✓		
122	Capability for staff to view and print current and future daily scheduled video visitation visits.	✓		
123	Capability for inmates to schedule and review scheduled video visits from the inmate visitation station(s).	✓		

ID	Requirement	Complies Fully	Does Not Comply	Complies with Exception
124	Capable of requiring visitors to capture a picture and/or upload a valid photo ID in order to complete the registration process, with images stored within the application for authenticating visitors during visits.	✓		
125	Capable of tracking all inmate housing unit assignments, movements, and releases.	✓		
126	Capable of rescheduling all visits associated with the inmate if the inmate has changed housing units to avoid the cancellation of visits.	✓		
127	Automatically cancels all visits associated with an inmate if the inmate gets released.	✓		
128	Capable of sending the end-user an email or text notification confirming the scheduled, canceled, or status of visit.	✓		
129	Capable of sending an automated phone message to the end-user if a visit is cancelled.	✓		
130	Requires the end-user to acknowledge and agree to terms and conditions associated with the City's visitation policies prior to scheduling or initiating a visit.	✓		
131	Supports a configurable buffer time in between visit times (15 minute minimum).	✓		
132	Provides internet test capability to incoming remote video visitors.	✓		
133	Assists all visitors through the registration and test process to ensure connectivity at the time of a scheduled video visitation visit.	✓		

14. ATTACHMENT J: REPORTING AND TRACKING REQUIREMENTS QUESTIONNAIRE

This Attachment lists Lawton City's requirements for Reporting and Tracking features for a Video Visitation Solution. Though the term "requirements" is used here, the City understands that some compromises may need to be made in system functionality in order to select the system that will best meet our needs. Please complete this questionnaire, indicating whether your proposed system complies with each of the listed requirements. Include the completed questionnaire with your proposal. Provide explanations as needed on additional pages, using the ID numbers to relate your responses to the listed items. (Check each applicable area as it applies to your proposal)

ID	Requirement	Complies Fully	Does Not Comply	Complies with Exception
J1	Provides specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria: • Inmate ID number • Inmate name • Visitor name • Date and time of visit • Inmate video visitation station • Daily, weekly and monthly visit statistics	✓		
J2	Allows the City to:	✓		
J3	Review and edit visitor/inmate general information	✓		
J4	Review visitation history	✓		
J	View and download visitation detail records and recordings	✓		
J6	Review warrant check results	✓		
J7	Create, edit, and remove restrictions	✓		
J8	Create, edit, and remove events	✓		
J9	Create, edit, and remove approved visitors/inmates	✓		
J10	Allows the City to validate account holder status.	✓		
J11	Allows the City to validate number of pre-paid deposits and associated amounts.	✓		

J12	Allows the City to generate reports identifying, at a minimum: • Method of payment • Inmates from which VVS sessions are completed • The number of completed video visitation sessions with an associated date and time • Any pre-paid funding fees and other applied charges and taxes	✓		
J1:/	Displays upcoming and in progress visit information on one or multiple monitors and/or VVS stations.	✓		
J14	Allows the City to configure information for display on the VVS stations.	✓		
J15	Displays upcoming daily visit information on the inmate VVS station screens, e.g., inmate name, time of visit, etc.	✓		

15. ATTACHMENT K: MONITORING AND RECORDING REQUIREMENTS QUESTIONNAIRE

This Attachment lists Lawton City's requirements for Scheduling Features for a Video Visitation Solution. Though the term "requirements" is used here, the City understands that some compromises may need to be made in system functionality in order to select the system that will best meet our needs. Please complete this questionnaire, indicating whether your proposed system complies with each of the listed requirements. Include the completed questionnaire with your proposal. Provide explanations as needed on additional pages, using the ID numbers to relate your responses to the listed items. (Check each applicable area as it applies to your proposal)

ID	Requirement	Complies Fully	Does Not Comply	Complies with Exception
K1	Provide one (1) monitoring workstation at the LPSC which will allow multiple viewings of current and/or recorded visits.	✓		
K2	Contractor-provided monitoring workstation shall allow the City complete control of all onsite and remote visitation sessions and allow for the City to monitor multiple, simultaneous visits.	✓		
K3	Web-based access by City staff with verified credentials to monitor and/or view recorded video visitations.	✓		
K4	Capability for simultaneous, live monitoring of any video visit (unless the visit is not recorded). This includes the inmate and end-user sides of the conversation as well as the audio and video components.	✓		
K5	System comprehensively records all audio and video visitation sessions. At a minimum, it shall have the capability to play back a recorded session. This includes the inmate and end-user sides of the visit.	✓		
K6	VVS automatically starts each video visit at the designated start time without the need of City staff involvement.	✓		
K7	Capability to require inmates and visitors to be viewed by City staff 3 to 5 minutes prior to the scheduled video visitation visit to confirm both parties are present and are the scheduled parties for the session.	✓		
K8	Capability to provide an indicator which identifies all active and inactive VVS stations to assist City staff with ensuring sessions are connected to active stations.	✓		

K9	Capability of real time video check-in with audio and video to determine visitor authenticity for all remote video visits.	✓		
K10	Capability to allow City to determine if a visit is to be cancelled if the visitor does not check in on time or after a set amount of time.	✓		
K11	Capability to automatically attempt to reconnect stations if connectivity is lost.	✓		
K12	Capability to limit the number of simultaneous remote video visits.	✓		

ID	Requirement	Complies Fully	Does Not Comply	Complies with Exception
K13	VVS allows for the following: • Stop, pause and restart any live visit • Allow City to enter comments or add notes to a completed visit record • Allow City to customize the number of visits per screen and the page rotation duration on the Contractor-provided workstation and via remote access	✓		
K14	Ability to display an onscreen countdown clock timer on the inmate and visitor video visitation stations.	✓		
K15	During playback or live monitoring, the VVS shall be capable of providing the user with a "picture-in-picture" view of the inmate and visitor.	✓		
K16	The VVS must allow for authorized City staff to interrupt the visit and communicate directly with the inmate. The authorized communication from the City shall be displayed to the inmate and visitor and shall be stored with the recording for that visit.	✓		
K17	The VVS shall include an alert system that will detect visits made by a particular inmate or visitor.	✓		
K18	The VVS must be capable of permitting full monitoring and recording of all video visitation sessions from any video visitation station unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client or other professional type restrictions. The VVS must have the capability to exclude those sessions.	✓		
K19	Capability to allow authorized users the ability to mandate specific visits, visitors and/or inmates to be recorded.	✓		

K20	Capability to allow authorized users to download a recorded file(s) and/or view recordings from within the VVS application.	✓		
K21	Retention for all video visits (not including attorney visits) shall be for at least one year and be modifiable to match City retention policies.	✓		
K22	Contractor shall provide the City the ability to verify that retained items are being held for at least one year or as required by City retention policies.	✓		

16. ATTACHMENT L: PROFESSIONAL SERVICES CONTRACT SAMPLE

 Prodigy will adhere to all of Lawton's Sample Agreement clauses

**ATTACHMENT L: PROFESSIONAL SERVICES CONTRACT
(SAMPLE)
PROFESSIONAL SERVICES
CONTRACT**

City of Lawton, Oklahoma

This Personal Services Contract is made between the CITY OF LAWTON (herein "City"), and

Contractor Name _____

(herein "Contractor"), wherein City desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Description of Services** _____

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** _____

(§3) **Contract Beginning Date:** _____

Contract Termination Date: _____

(§4) **Liquidated Damages:** _____

INSURANCE POLICIES

Designate all required policies:

(§6) **Commercial General Liability**

(\$1,000,000)

Req'd

Not Req'd

(§7) **Automobile Liability**

(\$ 300,000) Personal Auto

(\$1,000,000) Business Rated

(\$1,000,000) Commercial Policy

(§8) **Worker's Compensation**

(§9) **Errors and Omissions (\$1,000,000)**

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

NOTICE & IDENTIFICATION

(§26) **Contractor:**

City of Lawton:

Contact Person:

()

e-mail:

Contact Person:

()

e-mail:

Contractor is a: (check all that apply)

Corporation:

Calif.,

Other,

LLC,

Non-profit

Partnership:

Calif.,

Other,

LLP,

Limited

Person:

Indiv.,

Dbn,

Ass'n

Other

EEO: Independent Contractor Worksheet Required:

Yes

No

HIPAA: Schedule of Required Provisions (Exhibit D):

Yes

No

ATTACHMENTS

Designate all required attachments:

Req'd

Not Req'd

Exhibit A: Schedule of Services (Provided by Contractor)

Exhibit B: Schedule of Charges and Payments (Paid by City) **Exhibit C:**

Schedule of Changes (Additions, Deletions & Amendments) **Exhibit D:**

Schedule of HIPAA Provisions (Protected Health Information)

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule. If applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for City in any third party action or proceeding arising out of this Contract.

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to City for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date**, page one (1). All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. Liquidated Damages:

City and Contractor agree that damages to City due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, City shall have the right to assess said daily sum, not as a penalty, but as and for damages to City due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums. To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, City may excuse said Liquidated Damages; provided however, that City may condition such excuse upon Contractor having given prompt notice to City of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as City may elect.

5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. Commercial General Liability Insurance:

Commercial General Liability insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which Insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount one million dollars (\$1,000,000);

(ii) An endorsement naming City as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;

(iii) A provision that said insurance shall be primary and other insurance maintained by the City of Lawton shall be excess only and not contributing with Contractor's insurance;

(iv) A provision that said insurance shall provide for thirty (30) days written notice to City of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. **Worker's Compensation:** Worker's Compensation insurance policy is required. Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to City.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the Oklahoma Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

8. **Miscellaneous Insurance Provisions:**

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless City specifically consents to "claims made" coverage. If the City does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by City, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide or shall be issued by companies approved by the City Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which City may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2. below, as these provisions additionally apply to subcontractors.)

9. **Indemnity:**

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the City and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of City or its officers, officials, employees, agents and volunteers.

PROFESSIONAL SERVICES

10. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of City.

11. Assignment and Subcontracting: Except as specifically provided herein, the rights, responsibilities, duties, and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of City. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of City.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which City may elect to suspend payments hereunder, or terminate this Contract, or both.

12. Licensing and Permits: Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which City may elect to suspend payments hereunder, or terminate this Contract, or both be deemed a material breach of this contract. .

13. Accessibility : It is the policy of the City of Lawton that all City services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act. To the extent this Contract shall call for Contractor to provide City contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

14. Nondiscriminatory Employment: In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

15. Cost Disclosure: Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

16. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

Contractor shall permit City to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by City, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

17. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of City, and upon fifteen (15) days demand therefor, shall be promptly delivered to City without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

18. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

19. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of Oklahoma and the parties hereto agree that venue shall be in State of Oklahoma.

20. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

21. Notices:

This Contract shall be managed and administered on City's behalf by the department and the person set forth, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to City and to Contractor by first class mail addressed. Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

22. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

17. Applications and Hardware

Comprehensive list of Prodigy Applications:

- 📱 Kinetic Console unified Communication User Interface
- 📱 Kinetic Voice Calls
- 📱 ProdigyVision Video calling
- 📱 SMS Messaging
- 📱 Patent Pending SMS Photo Biometrics
- 📱 Mail Scanning
- 📱 Inmate forms and grievances
- 📱 Education Services
- 📱 Job Search
- 📱 Law Library
- 📱 Commissary ordering
- 📱 Inmate Handbook
- 📱 Kinetic Case Tool
- 📱 Argus Echo Voice Analytics
- 📱 Live Phone monitoring
- 📱 Live Video Monitoring
- 📱 Patented Swipe at Booking – Other vendors can offer this technology for commissary, but Prodigy is the **only** vendor with infrastructure that lets inmates use their credit cards to pay for commissary, phone calls, video calls *and* messaging while incarcerated.
- 📱 Bagged commissary delivery service
- 📱 Debit Release Card

Hardware all provided **100% free** to the facility:

- 📱 Tablets
- 📱 Stainless Steel Telephones
- 📱 Stainless Steel Terminals
- 📱 Lobby Kiosks
- 📱 Booking Kiosks
- 📱 Debit Card Release Swipes
- 📱 High-Performance Double-Sided Scanner

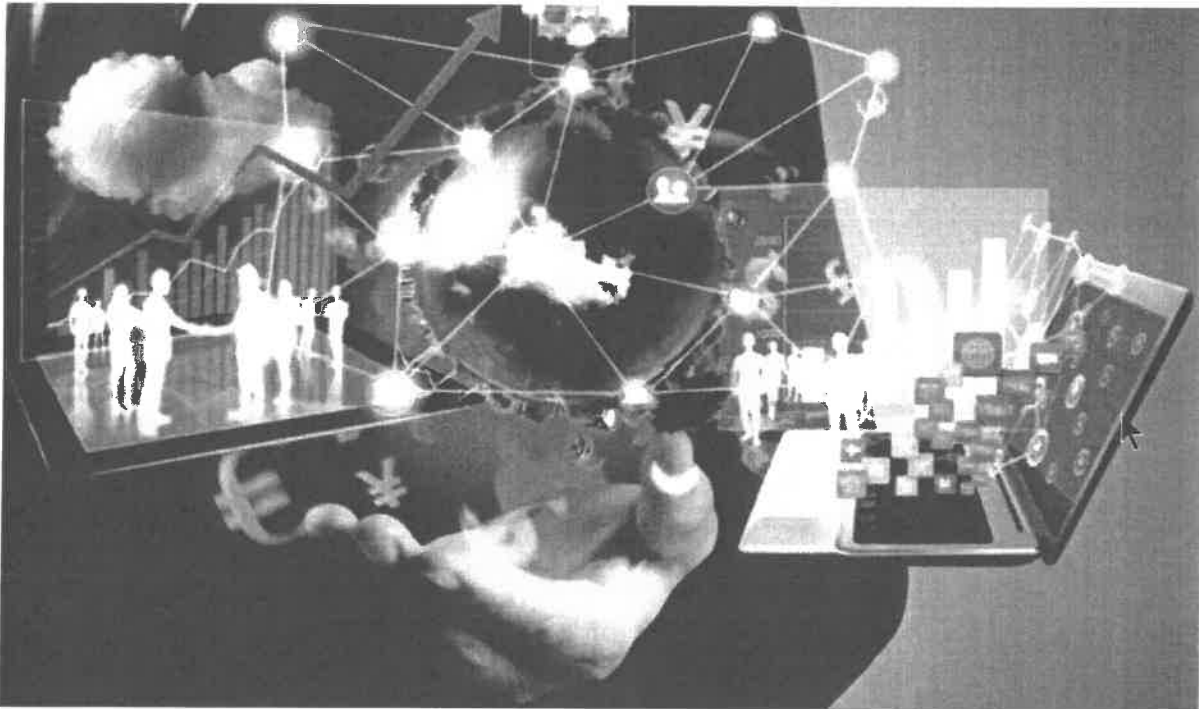
18. Installation Timeframe

Prodigy can begin installation within 30 days and complete installation within 2 weeks.

Implementation Plan for County Phone, ProdigyVision, Commissary				
Date	Activity	Done	Duration	Prerequisite
Project Start	Contract Signed	X		
Week 1	Site Surveys		3 days	Technicians Assigned
	Create Equipment checklist			
	Procure Equipment and peripherals	X	1 day	Contract signed
	Inmate Telephone System, Telephone Gateways, Inmate Telephones, Kiosks, ProdigyVision Terminals	X	1 day	
	Procure Facilities	X		Contract signed
	Data Facilities -INTERNET For Jail Phone/Video		30 days	
	Contact JMS if necessary	X	1 Day	
			1 Day	
Week 2-3	Test and Turn up /accept facilities		1 day	Internet Installed
	Configure Network Monitoring System		1/2 day	
	Equipment Configuration		2 days	
	Assign site ID Configure switching and recording equipment, configure Web interface.		2 days	
	Setup custom branding "this is a call from an inmate at the Dimmit County Jail"			
	Establish Call Procedures Rates, Call Durations etc		2 days	
	Inmate call schedules, dialing procedures, voice prompts etc.			
	Configure, Test and Upload In-Tech data to Kinetic System and verify PIN accounts		2 days	
	Inmate call schedules, dialing procedures, voice prompts etc.			
	Configure, Test and Upload JMS data to Kinetic System and verify PIN accounts		2 days	
	Terminate Deposits to existing telephone provider		1 day	
Install	Telephone System Installation / Receive Inmate Terminals			Keefe/In-Tech Integration
Days 1-5	Correctional Facility - Install equipment rack, router, switch, backup power, voice gateways		1/2 day	
	Wiring/Phones Install terminal blocks and cabling. Change out telephones, ID all Phones, Cut over system		2 Days	Data Circuits Available
	Kinetic Training (2 sessions daily for 2 days train all shifts)		2 Days	Data Circuits Available
	Establish Data Conversion Requirements		2 days	Implementation plan accepted by Facility
	Users Created, Blocked numbers, Attorney Numbers, and free called numbers, etc.			
	Hang Lobby and Dayroom phone instruction sheets		1 day	Collateral received by facility
	End-to-end system testing and acceptance		1 day	Data Circuits Available
	Prep for ProdigyVision Inmate Terminals		1 day	Cut Over complete
Install	ProdigyVision Inmate Terminal/Tablet Charger WIFI Installation			
Days 8-13	Wiring/Power install Terminals etc		4 Days	Equipment received and data capacity available
	ProdigyVision Video System Training (Dave/James) 2 sessions daily for 2 days train all shifts		2 Days	Equipment received and data capacity available
	End-to-end system testing and acceptance		1 day	All equipment configured.
	Clean-up (inmate assistance appreciated)		1 day	Cut Over complete
TBD	Install Complete			

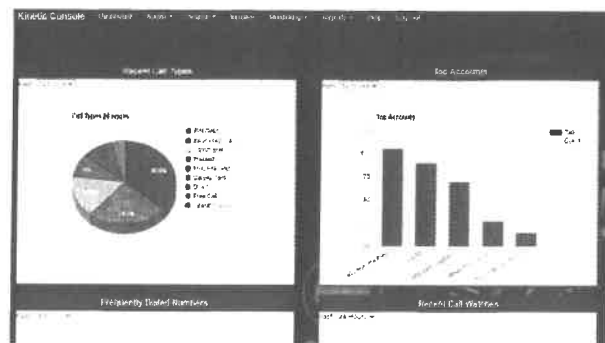
19. Kinetic Console Unified Communications Platform by Prodigy

Prodigy's *TeleKinetic* Unified Communications Platform is designed specifically for today's evolving corrections market. Every operational feature and function is accessible from ONE screen.



Interactive Dashboard

The interactive dashboard lets you instantly capture valuable insights on call and text activity, inmate movement, pending cases, and facility operations.



Access real-time revenue reports to view daily, weekly, and monthly call data and commission. Kinetic Console ensures clarity and integrity of service.

[illegible]

Say goodbye to CDs, flash drives, and paper files. Kinetic Console's investigative suite helps you build a case in minutes. Drag and drop files, add notes, batch-process calls, video and text messages, and send via secure email.



- Customize user permissions
- Monitor user access
- Generate detailed transaction reports
- Electronically process files and forms
- Self-scheduled visitation
- Phone & Video control features
- Manage staff schedules

- FREE Electronic Mail Scan
- Video, Voice & Text Messaging
- Paperless grievances and medical requests
- Commissary ordering & payments
- 24/7 dedicated tech support

- LIVE video and audio monitoring
- High-def video and voice recordings
- Innovative case-building tools
- Keyword Search
- Flag & monitor suspicious numbers
- Advanced photo biometrics ID

Your job is crucial. And it shouldn't be compromised by technical headaches and stacks of paper. Kinetic Console's integrated technology standardizes key processes for your staff, lowers the learning curve, and provides scalability.

The result? A reliable solution guaranteed to save time and cost so you can focus on essential duties.

FEATURES & BENEFITS

ProdigyVision includes functionality that enhances and streamlines all facets of Communication, Investigation, and Administration.

COMMUNICATION

- ✓ Industry's most advanced & dependable technology
- ✓ Guaranteed highest quality video, voice, and text
- ✓ Safe, secure, and reliable alternative to in-person visitation
- ✓ Low-rate, high-volume usage = maximum revenue assurance
- ✓ Fast, easy, and accessible for all parties

INVESTIGATION

- ✓ Customisable suite of tools
- ✓ Live video monitoring
- ✓ Digital voice recording
- ✓ Keyword Search
- ✓ Multi-facility investigations
- ✓ Investigative alerts
- ✓ Identify, flag & block suspicious numbers
- ✓ Build a case in minutes

ADMINISTRATION

- ✓ Simplifies scheduling & visitor management
- ✓ 1 convenient, user-friendly interface
- ✓ Law Library resource for inmates
- ✓ Fully integrated commissary ordering
- ✓ Time-saving electronic Mail Scan feature
- ✓ PAPERLESS processing of all:
 - ✓ Grievances
 - ✓ Medical Requests
 - ✓ Facility-customized forms

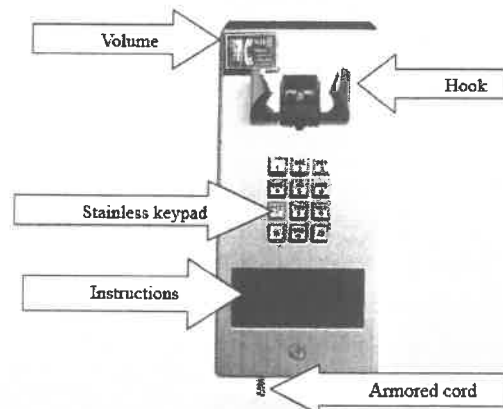
PRODIGY PHONES

One Word: Indestructible

Prodigy's inmate phones are manufactured to withstand the elements of a correctional landscape.

Built for Safety and Longevity

- ✓ FCC registered and UL approved
- ✓ Line-powered with NO removable parts
- ✓ Tamper-proof heavy gauge steel, graffiti and scratch resistant
- ✓ Durable polycarbonate molded plastic handsets
- ✓ Unbreakable, stretch-resistant armored lanyard



20. Prodigy Remote Video Visitation (Video Calling)

VIDEO CALLING



REMOTE VIDEO VISITATION

NO SCHEDULING REQUIRED!

ProdigyVision's Auto-Approval function vets each user account to ensure it meets the criteria required for video visitation and grants approval accordingly.

Auto-approval saves your staff countless hours of time and manpower, allowing them to focus on more critical duties.

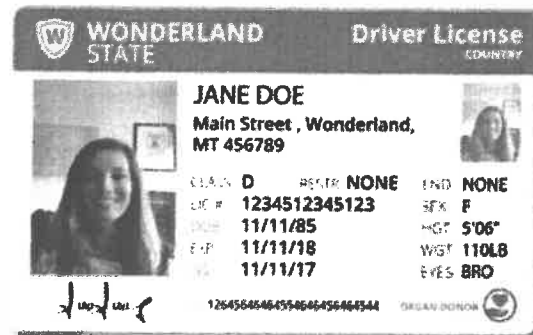
When creating an account, all users are required to upload:

- ✓ Recent selfie
- ✓ Government-issued ID

These images will be used to verify the identity of the visitor during a video call.

If either image is deemed insufficient or illegible, the ProdigyVision user account will not be approved.

Users can check the status of their account and resubmit images if necessary.



Once a user account has been approved and adequately funded, they can enjoy video calling

VISITOR VIEW



TERMINAL VIEW



PRODIGYVISION
THE GAME-CHANGER IN VIDEO COMMUNICATION

LET'S TALK TERMINALS

PRODIGY DELIVERS THE MOST DURABLE, SECURE, AND COST-EFFECTIVE TERMINALS ON THE MARKET.

HIGHEST QUALITY VOICE, VIDEO, AND TEXT COMMUNICATION

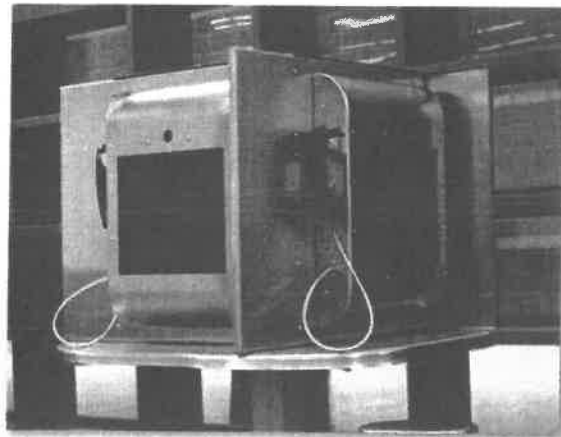
- ✓ Equipped with cutting-edge HD Webcam
- ✓ Economical 17-inch HD LED monitor

ENGINEERED SPECIFICALLY FOR CORRECTIONAL SETTINGS

- ✓ 12-gauge detention-grade stainless steel
- ✓ Sleek, rounded edges to prevent spills
- ✓ Privacy screens to safeguard information

DESIGNED TO MINIMIZE RISK & OPTIMIZE CONVENIENCE

- ✓ Limit inmate movement and onsite foot traffic
- ✓ Quick and seamless installation in lobby and pods



One easy-to-use system to manage **ALL** your facility communications and critical administrative and investigative functions

- ☛ Patent Pending Video *Calling* not *Visitation* (Think FaceTime)
- ☛ Easier to use – No Apps to download or launch
- ☛ Most Advanced & Reliable Software – No more Freezing
- ☛ Durable Inmate Terminals – No more Hacking
- ☛ Staff messaging to inmates – No more Paper
- ☛ More communication means more money
- ☛ Voice, Video, Messaging housed in **one** system
- ☛ All-in-one investigative features

21. Voice, Video, and Messaging Investigation

PRODIGY INVESTIGATOR'S TOOLBOX

The Prodigy Investigator's Toolbox allows facilities to analyze an inmate's specific networks within the jail and in the outside community. The system uses voice print technology to continuously identify the voices of all inmates on the call. The system is able to analyze speech from any source and in multiple languages.



COVERT ENROLLMENT

Covert enrollment allows the inmates' voice prints to be identified through a process that requires no formal setup. The system creates voice prints for each inmate and compares those during call processing to positively identify the inmate using the telephone.



CALL SEARCHING

The system features a detailed call searching function that allows investigators to search calls based on a wide variety of criteria. Some search options include calls based on inmate's cell, inmate's PIN, call date and/or call time, a prepaid calling card number or the inmate's name.

The screenshot shows the "Call Detail Records Search" interface. It features a search form with various filters and a results table. The filters include:

- Call Detail Records Search**
- Call Type**: Select (dropdown)
- Call Status**: Select (dropdown)
- Call Date**: Select (dropdown)
- Call Time**: Select (dropdown)
- Call Duration**: Select (dropdown)
- Call Location**: Select (dropdown)
- Call Direction**: Select (dropdown)
- Call Type**: Select (dropdown)
- Call Status**: Select (dropdown)
- Call Date**: Select (dropdown)
- Call Time**: Select (dropdown)
- Call Duration**: Select (dropdown)
- Call Location**: Select (dropdown)
- Call Direction**: Select (dropdown)

The results table displays the following columns:

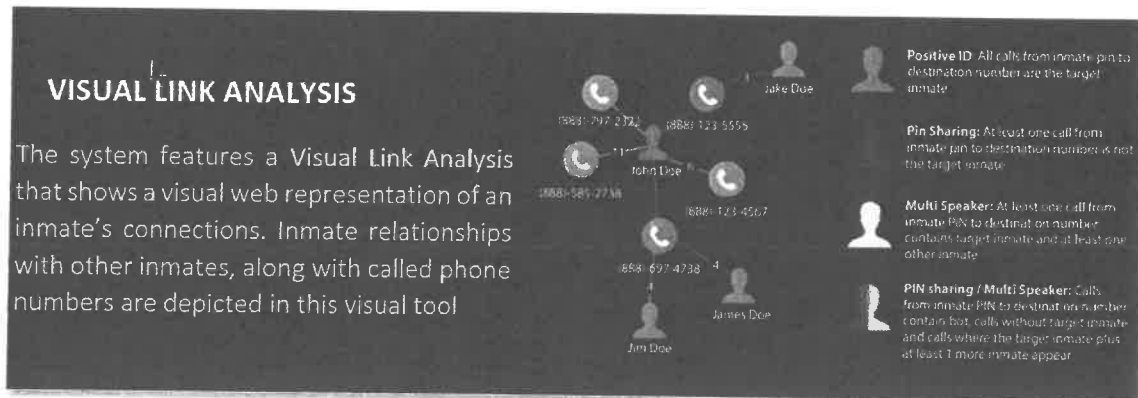
Call ID	Call Date	Call Time	Call Duration	Call Location	Call Direction
01052017	01/05/2017	01:00	01:00	01:00	01:00
01052017	01/05/2017	01:00	01:00	01:00	01:00
01052017	01/05/2017	01:00	01:00	01:00	01:00
01052017	01/05/2017	01:00	01:00	01:00	01:00
01052017	01/05/2017	01:00	01:00	01:00	01:00
01052017	01/05/2017	01:00	01:00	01:00	01:00
01052017	01/05/2017	01:00	01:00	01:00	01:00
01052017	01/05/2017	01:00	01:00	01:00	01:00
01052017	01/05/2017	01:00	01:00	01:00	01:00
01052017	01/05/2017	01:00	01:00	01:00	01:00

Buttons: Search, Clear, Save Criteria, Saved Searches

Prodigy's Voice Print Technology

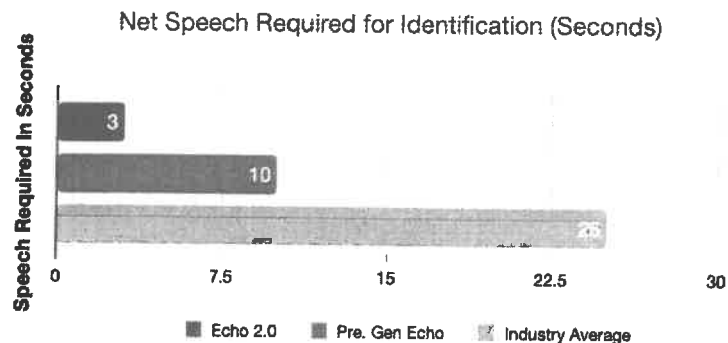
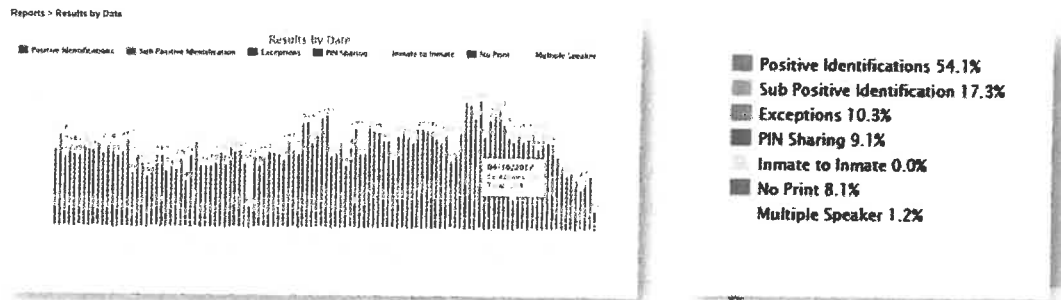
Visual Link Analysis & Speaker Identification

- Prodigy's state-of-the-art voice print technology lets you instantly capture key insights, determines the identity of **every** inmate on a call, and analyzes speech from **any** source in **any** language.

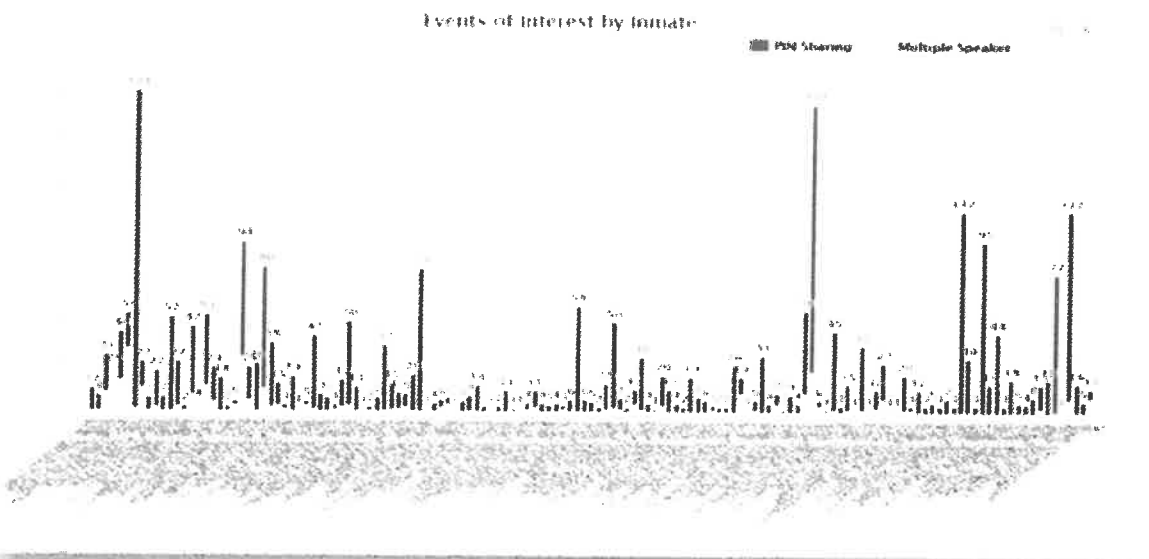


SPEAKER IDENTIFICATION

The system is able to **identify multiple speaker events**, where more than one inmate is speaking on the telephone call. The system will also **identify PIN sharing events**, where an inmate is making a call by using a different inmate's PIN number.



Reports > Events of Interest by Inmate



BEST KNOWN NAME AND ADDRESS TOOL (BKNA)

The Best-Known Name and Address (BKNA) Tool that identifies (when possible) the owner of the called telephone number.

Dialed Number: (888)-697-4736

Contact Information

John Doe
100 Aqua Drive
Cold Spring KY, 41076
United States

Best Known Address for (580) 916-1951

Results

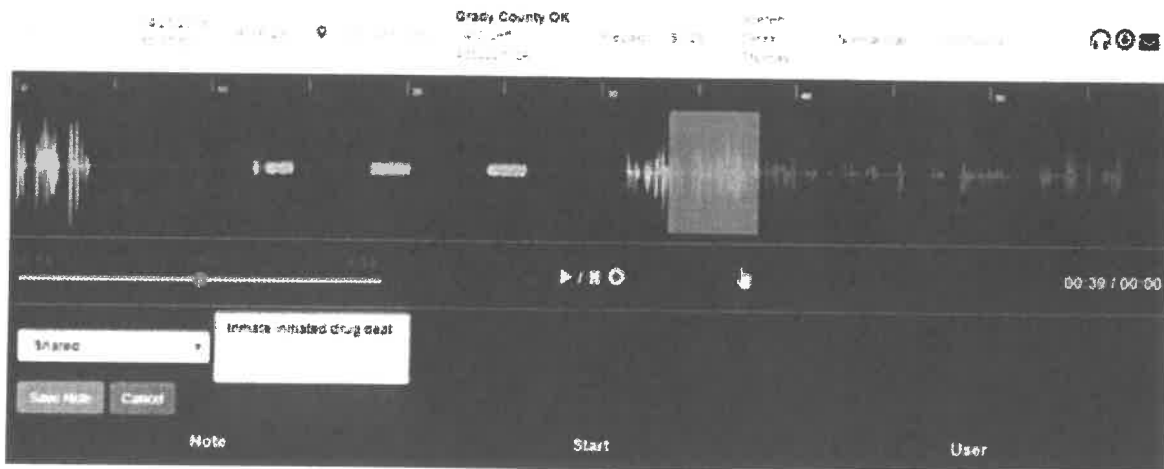
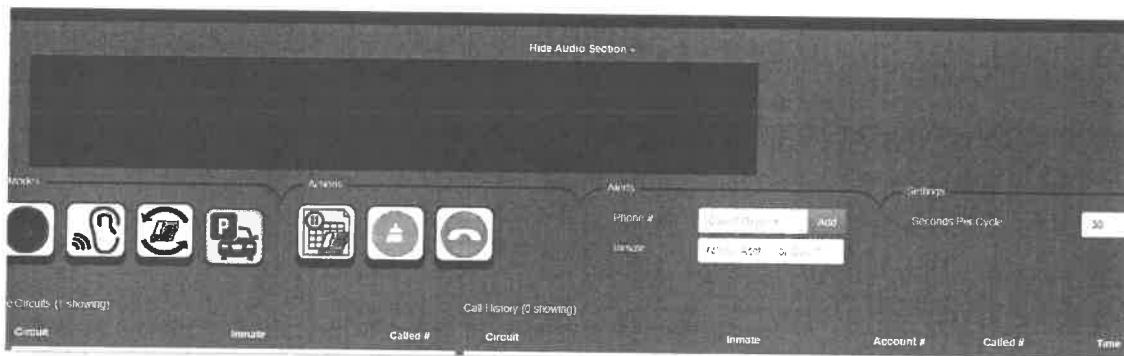
Map Satellite

Name	Address	City	State	Zip	Carrier	Phone Type
Thomas Linda		Durant	OK	74701	AT&T	Wireless Cellular Phone

Prodigy Call Monitoring

The features you need to maximize security and efficiency.

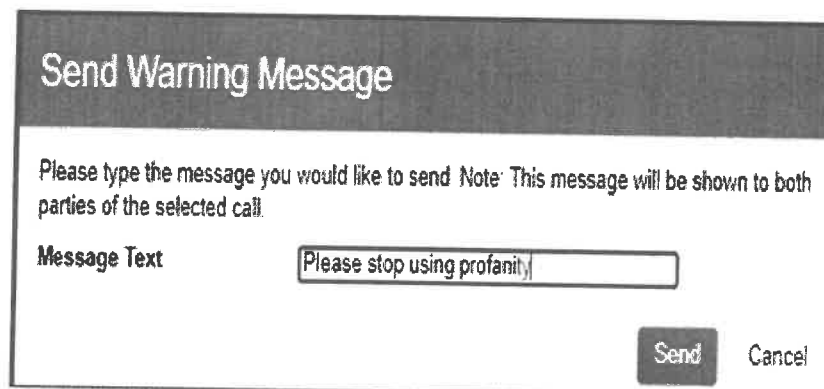
- 🔊 Listen to single calls or continuously cycle through multiple live calls.
- 🔊 Terminate a live call in **one click!**
- 🔊 Speed up or slow down recorded calls.
- 🔊 Add pertinent notes to specific portions.
- 🔊 Save or instantly email recording to other internal/external constituents.



Prodigy Video Monitoring

Customized features to address your facility's unique challenges and achieve the level of control and security your agency deserves.

- ✎ Configure live video monitor view in any fashion you want.
 - Multi-tile view, Single video view, by Pod, by Cell Block, etc.
- ✎ Send real-time warning messages to inmates and call parties.
- ✎ Terminate real-time video calls.
- ✎ Block callers and flag numbers.



Prodigy Facilitates Cross-functional Collaboration.

Our industry-leading system lets you invite specific users to securely view, listen, and download audio and video calls if deemed appropriate for purposes of investigations, subpoenas, court records, etc.

- 🔧 Batch-process calls and videos in **one click**.
- 🔧 No need to download calls one at a time or save them to a flash drive or CD.
- 🔧 Our system lets you select as many calls/videos as you want and **email them directly from Prodigy's secure system** to a recipient(s) in **one step**.
- 🔧 Calls and videos play on **ANY** media player. No proprietary media tool required.
- 🔧 All pertinent call and inmate info is instantly pre-populated for review.

User Detail

User: Username: First & Last Name (e.g. jsmith)

Permissions

☐ Search	☐ Upload Files
☐ View Notes	☐ Download Files
☐ Add Notes	☐ Add Calls
☐ View Calls	☐ View Users
☐ Listen to Calls	☐ Add Users

Add User **Cancel**

First < 1 of 1 > Last Per Page: 10

Only With Recording

All Call Attempts

Exclude Listened To Calls

Start Date

01/09/2021

Start Time

08:00:00 AM

Called Number

Add

Facilities

Select

Termination

7 checked

Circuit

Select

Inmates

End Date

02/09/2021

End Time

08:00:00 PM

Card Number

Call Types

6 checked

Block Code

Select

Statistics

Create Batch

Mark as Suspicious

Add to Watch

Download Excel

Download PDF

Reset

Run Report

Add Custom Message To Email

To: [Redacted] No To Addresses Specified

CC: [Redacted] No CC Addresses Specified

Subject: [Redacted]

Inmate

- Name: [Redacted]
- Account #: 000000
- Facility: Chem Garden Court 1000
- Station: 601421100

Call Info

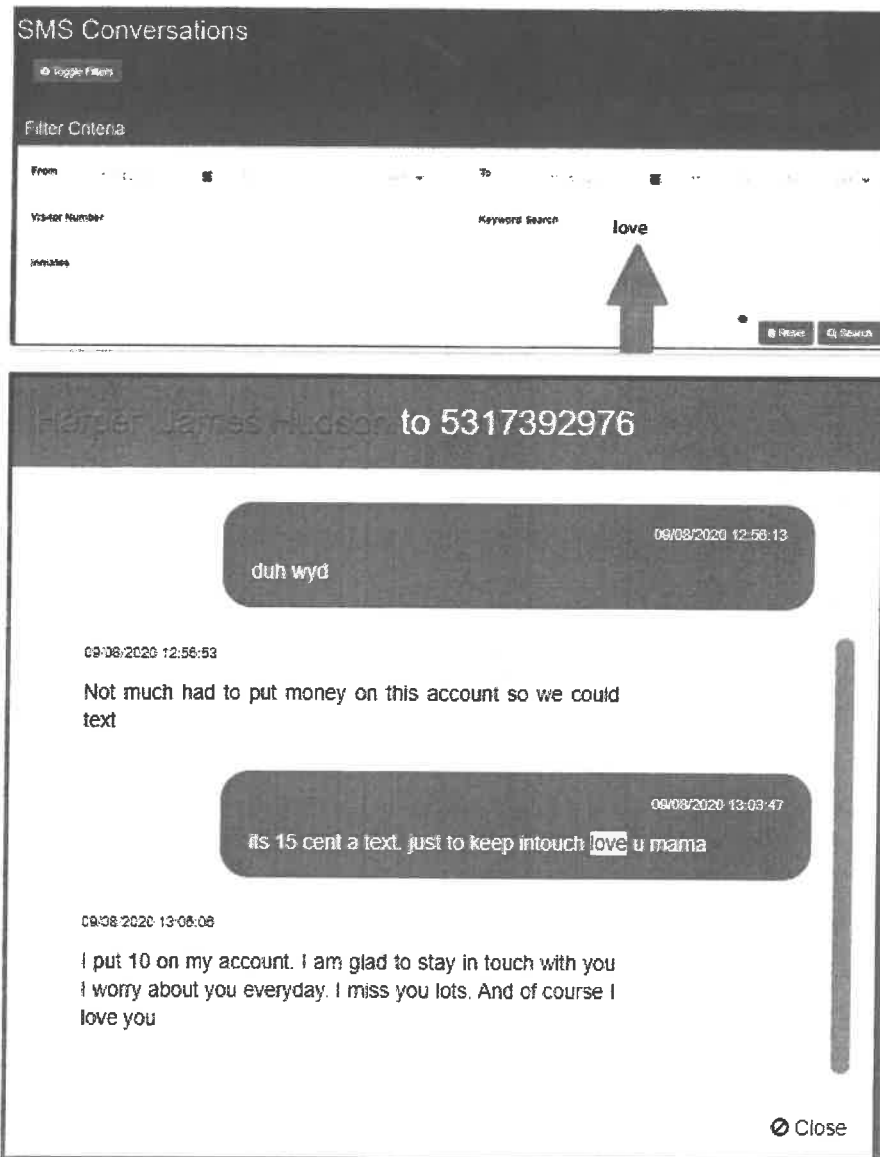
- When: 7/25/2015 3:53 PM
- Called Number: 601 601 4211
- Call Type: In-Call
- Termination: Normal Call

8 (866) 700-45

22. Keyword Search

Advanced Capabilities Made Simple

With Prodigy's **Keyword Search** feature, your staff and investigative cohorts can instantly identify specified words in inmate communications. Use filters to execute a tailored search and send flagged texts to conversation reports in **one click!**



23. SMS Photo Biometrics

Inmates are easily identifiable during video calls, and phone calls provide a recording of a to identify a speaker by voice, but text messages lack an audio or visual identifier.

Prodigy has the solution!

Prodigy Vision secure Video Terminals automatically take a covert inmate photo and attaches it to each text message conversation. This critical feature allows SMS conversations to be used as evidence in court.



Prodigy Solutions Inc
6000 Midlantic Drive Suite 705
Mt Laurel NJ 08054
(866) 700-4545 <https://prodigytel.com>

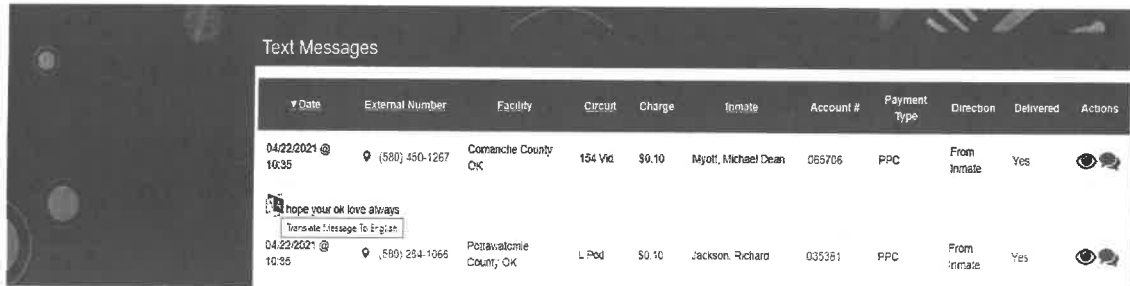
Prodigy SMS Conversation Report 2/4/2021 12:30:05 PM

Civilian: Lauren McHale lauren.e.mchale@gmail.com 609-703-9751	Inmate: SQUIRREL BLIND @ JasonSite (Account #: 868888, DOB: 01/01/1979, DOCID:)
	
Howie Roseman who lives near me needs to go. Let us keep dougie	1/28/2021 11:37:39 AM
And had a DOUG PEDERSON DAY! 2 years ago. not sure what day of the year it is, but i'm thinking that holiday is over	1/28/2021 11:36:04 AM
Doug's house isnt FOR SALE yet. He lives in Moorestown, around the corner. The town even gave him a key to the town,...	1/28/2021 11:35:27 AM
	1/28/2021 11:34:25 AM
I wonder if Doug Pederson will still wear a visor indoors 24/7 in his next role	1/28/2021 11:34:11 AM

24. SMS Translation

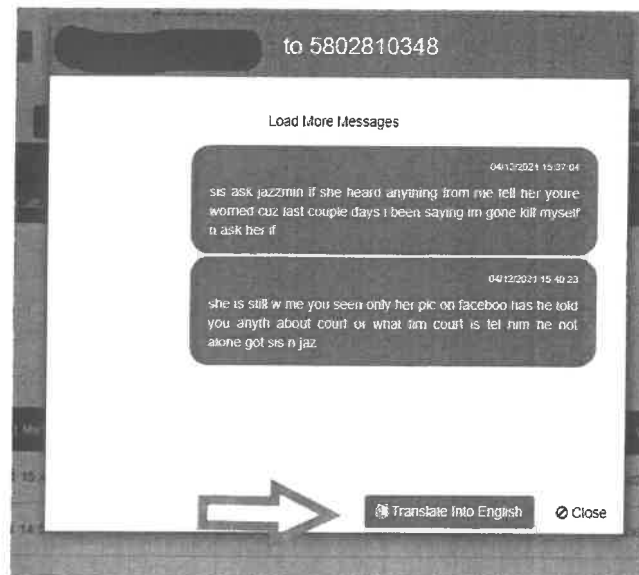
One of Prodigy's newer features allows users to translate a single SMS message or full SMS thread to English *from any language*.

 **Hover over SMS Message and Click “Translate Message to English” icon**



Date	External Number	Facility	Circuit	Charge	Inmate	Account #	Payment Type	Direction	Delivered	Actions
04/22/2021 @ 10:35	(580) 450-1267	Comanche County OK	154 Vid	\$0.10	Myott, Michael Dean	065706	PPC	From Inmate	Yes	 
04/22/2021 @ 10:35	(580) 254-1066	Postawatomie County OK	L Pod	\$0.10	Jackson, Richard	035361	PPC	From Inmate	Yes	 

 **Or Elect to Translate a Complete SMS Thread**



25. Conspiracy Report (Identify PIN Stealing/Sharing)

Another new feature developed by customer request, Prodigy's Conspiracy Report lets you to Investigate potential PIN stealing/sharing activity.

-  Instant access to profile data of customers with documented communication between multiple inmates
-  Instantly identify all inmates linked to customer via call/video/SMS

- Interactive Investigation Board that identifies suspicious call activity, complete with visual connection between inmate and call recipient, volume of call attempts, and deposit source information.

26. Tablet ONE

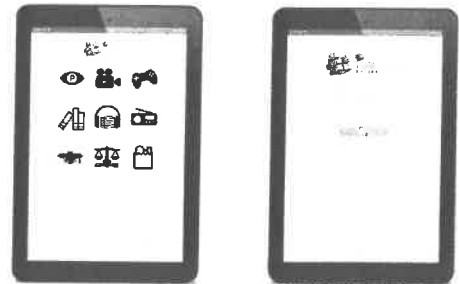
guarantees **more access, functionality, and security** than any other tablet on the market. Prodigy's Tablet ONE provides all the same functionality as our video terminals but is enhanced with educational and recreational features as well.



Prodigy's Tablet ONE is integrated with Kinetic, the industry's only unified technology platform. The result? A correctional solution that delivers communication, administration, education, and entertainment in the palm of your hands.

Customized Content

Unique challenges require tailored solutions. That's why Prodigy's Tablet ONE offers content and features that can be customized to meet the specific needs of your staff and inmate population.

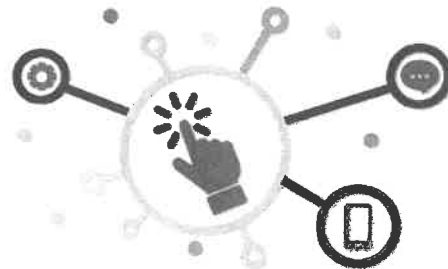


Key Features

- ✓ **Flexible rental & payment options**
- ✓ **Video Calling**
- ✓ **Secure Text Messaging**
- ✓ **Books, Games, & Movies**
- ✓ **Stream Limited Radio Stations**
- ✓ **Educational Content**
- ✓ **Law Library**
- ✓ **Commissary Ordering**
- ✓ **FREE Installation & Wireless Infrastructure!**

Tools that Redefine Security

- ✓ **Video Recording**
- ✓ **SMS Detailed Investigations**
- ✓ **SMS Photo Biometrics**
- ✓ **Argus Echo Voice Biometrics**
- ✓ **Prodigy Conspiracy Reporting**



Automate.

Tablet ONE lets you electronically process medical requests, grievances, forms, and commissary ordering. No paper. No headaches. No errors.

Save.

Tablet ONE's ease of use and administrative capabilities save your facility a significant amount of time and money. By creating operational efficiencies, staff can focus on more critical job functions.

Control.

More access to technology reduces idle time, limits inmate movement, and eliminates risk of contraband entering your facility.



Inmate Benefits

Connect.

Tablet ONE is equipped with ProdigyVision, the industry's most reliable and advanced video visitation technology. Between its voice, video, and secure text messaging capabilities, Tablet ONE encourages frequent and affordable communication between inmates and loved ones.

Learn.

Access to education has proven to reduce recidivism and prepare inmates for successful reentry. Tablet ONE offers a robust collection of educational videos, eBooks, coursework, and complete Law Library.

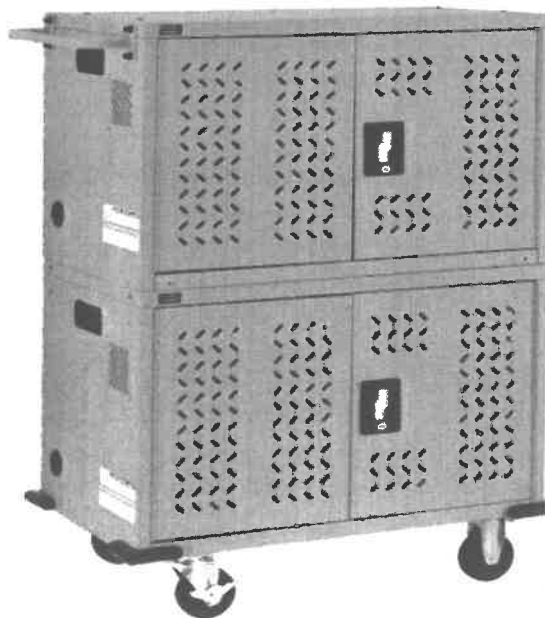
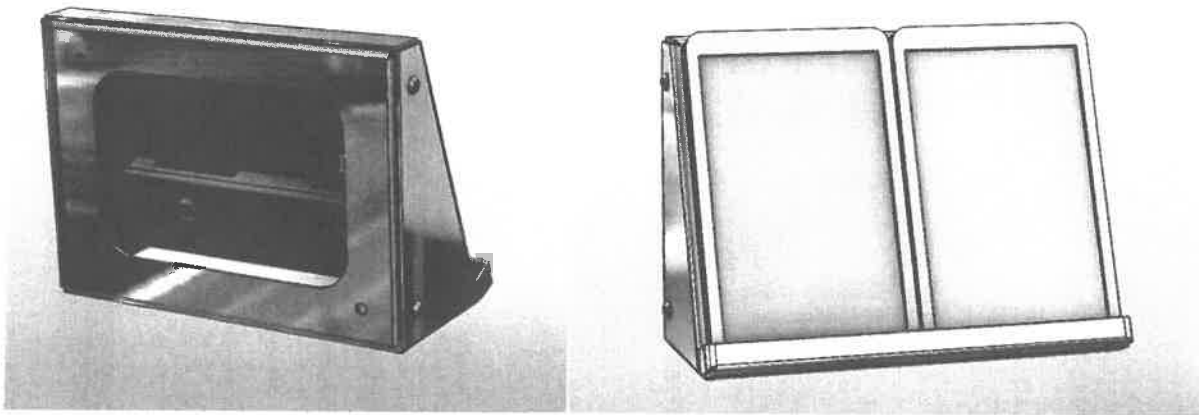
Engage.

Tablet ONE is rich with multimedia entertainment. Its extensive library of games, movies, music, and news minimizes stress, improves behavior, and promotes calm among inmates.

Tablets Designed for the Corrections Environment

- ✎ Epoxy-sealed case delivers highest level of protection against tampering, force, spills, and prolonged usage.
- ✎ **NO** inmate access to ports, battery, or internal components.
- ✎ Wireless charging stations provide energy-efficiency and eliminate cables.

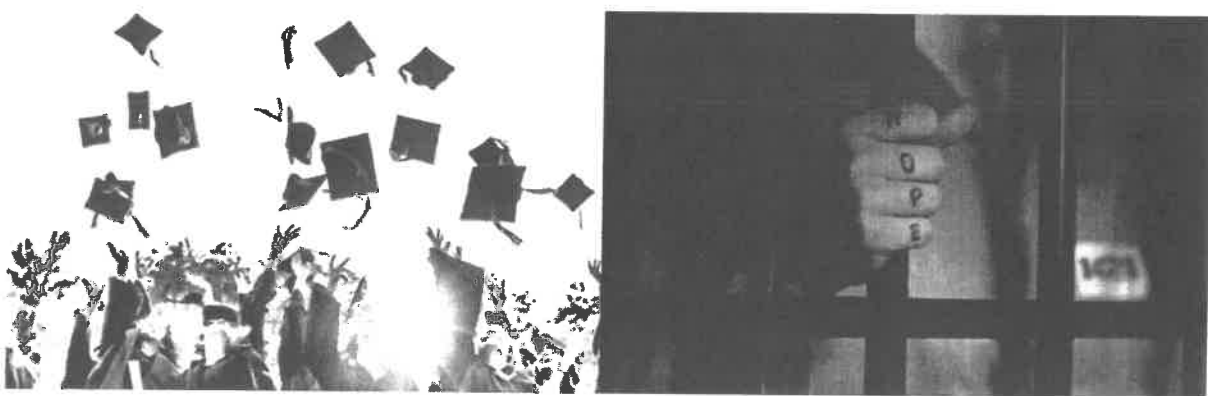
Wireless Chargers & Charge Carts



27. Education

Why it Matters

The vast majority of inmates in U.S. prisons do not have a high school diploma. A high correlation exists between the level of education attained by an incarcerated person and his or her recidivism rate. The American Correctional Association has reported that in Indiana the recidivism rate for GED completers is 20 percent lower than the general prison population's rate.



Compelling Outcomes

Studies conducted over the last two decades almost unanimously indicate that higher education in prison programs results in:

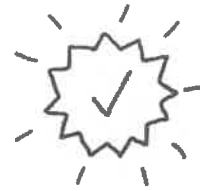
- reduced recidivism
- reductions in crime
- savings to taxpayers
- long-term contributions to the safety and well-being of the communities to which formerly incarcerated people return.

That's why Prodigy is committed to providing robust and inclusive educational programming to all inmates.



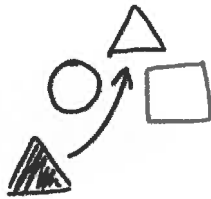
Math K-12, plus science, humanities, AP®, and more

Our personalized learning system rigorously assesses student progress and provides real-time feedback and lessons to help students fill gaps in their understanding and accelerate their learning in K-12 math, high school and AP® math, science, social studies, art history, and computer science.



Official SAT® Practice

Khan Academy has partnered with the College Board, creators of the SAT, to provide students with a free, personalized practice plan based on the student's PSAT/NMSQT® results.



Personalized learning

Students practice at their own pace, first filling in gaps in their understanding and then accelerating their learning.



Trusted content

Created by experts, Khan Academy's library of trusted, standards-aligned practice and lessons covers math K-12 through early college, grammar, science, history, AP®, SAT®, and more. It's all free for learners and teachers.

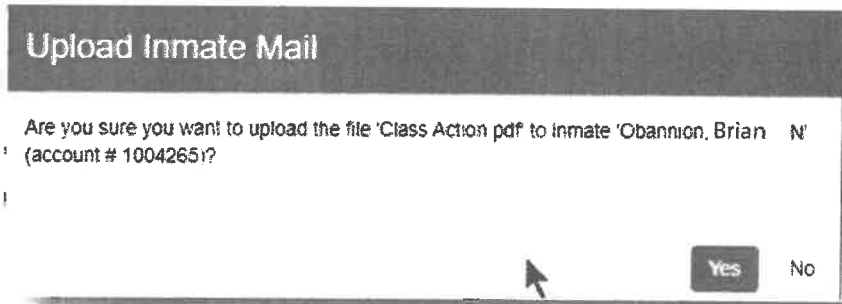
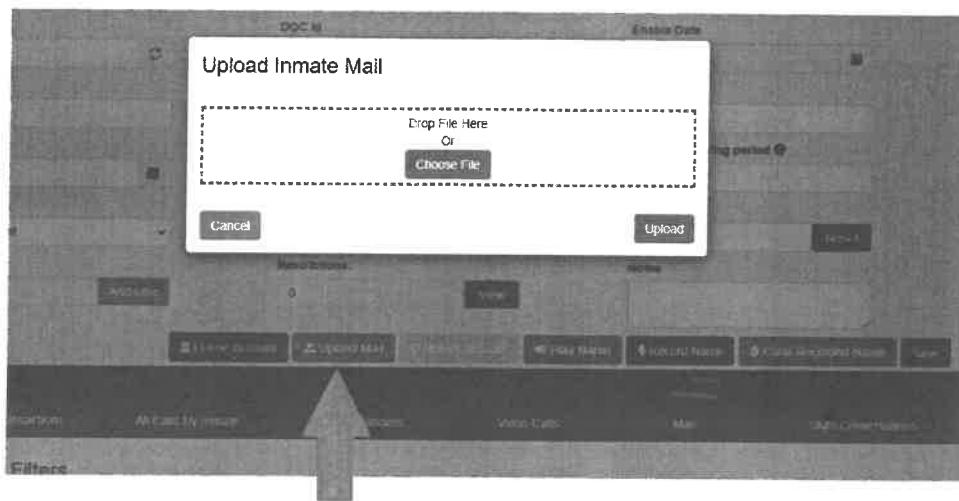
28. MailVision Electronic Mail Delivery

The industry's most trusted Mail Delivery System.

Prodigy terminals and tablets give inmates fast and secure access to mail in the convenience of their pods.

Simply Scan, Drag & Drop or Upload mail.

- ✎ Eliminates the risk of drugs or other pathogens entering your facility
- ✎ Allows you to permanently archive mail for investigative purposes without the hassle of storing paper files
- ✎ Prodigy provides **FREE** top-of-the-line scanner



29. Grievances, Medical Requests, Requests of Staff, PREA and Handbook

Go paperless! No more kites! ProdigyVision Includes a comprehensive electronic request system including unlimited custom request forms. Individual request types may be assigned to specific staff members and/or emailed to outside agencies.

Sent By:	ORR, TOMMY MONROE	Sent Date:	08-10-2020 @ 13:41
To Addresses:	mgoedman@mayes.orcourties.org	CC Addresses:	
Subject:	Request for Staff from TOMMY MONROE ORR (00030812..	Email Type:	Inmate Request - Request of Staff

Request of Staff

Inmate

- Name: TOMMY MONROE ORR
- Date: 8/10/2020

Subject: State completely, but briefly, the problem on which you desire assistance. Give details.
may I have my inpatient envelope paper pencil

Action Requested: State exactly how you believe your request may be handled. What exactly should be done please and thank you

General Nature of Request
Correspondence

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify Prodigy Solutions, Inc.

Reply message goes here

Acknowledge & Reply

Standard request types include:

- | | |
|---|--|
|  Inmate Cell Move Requests |  Inmate Library Requests |
|  Inmate Chaplain Requests |  Inmate Mail |
|  Inmate Commissary Requests |  Inmate Mail or Programs Requests |
|  Inmate Court Guard Requests |  Inmate Medical Requests |
|  Inmate E-Cig Requests |  Inmate Pre-Grievance Requests |
|  Inmate Grievance Requests |  Inmate Requests of Staff |
|  Inmate Kitchen Requests |  Inmate Trustee Requests |

Electronic PREA and Jail Handbook Acknowledgement are also a standard feature.

30. High-performance double-sided Mail Scanners



Fast, reliable, robust desktop scanner for busy workgroups.

Get world-class performance for your busy workgroup with the fast, reliable and robust DS-870 document scanner. Designed for environments where speed and dependability are paramount, the DS-870 offers blazing-fast speeds up to 65 ppm/130 ipm¹, plus a high-volume 100-page ADF and peak daily duty cycle of up to 7,000 sheets². And, it's all backed by an industry-leading 3-year limited warranty, with an Advance Exchange program featuring free Next-Business-Day shipping³. The included TWAIN and ISIS[®] drivers ensure seamless integration with existing software, while a convenient, color LCD display and buttons make navigating scan jobs and selecting modes easy.



Fast scan speeds, from a leader in image capturing technology

up to 65 ppm/130 ipm¹; single-pass duplex scanning



High-volume batch scanning

a 100-page Automatic Document Feeder handles even the biggest jobs; offers a peak daily duty cycle of up to 7,000 sheets²



Seamless compatibility with document management systems

includes TWAIN and ISIS drivers for easy integration with existing software



Easy, intuitive scanning

color LCD display and convenient buttons offer easy access to user-defined jobs, settings, modes and maintenance



Reliable, with industry-leading service and support

3-year limited warranty with Advance Exchange program, including free Next-Business-Day shipping³



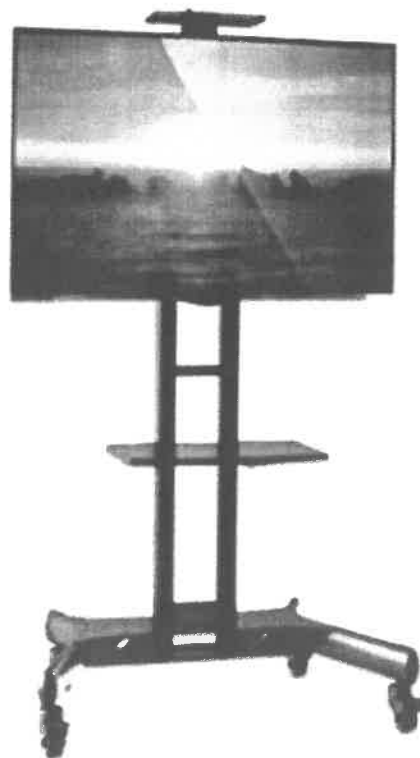
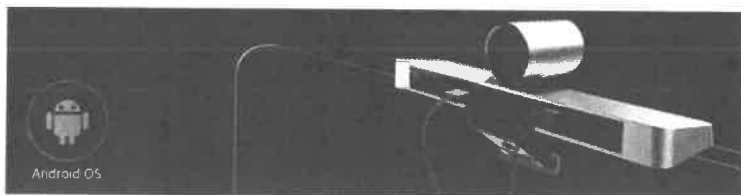
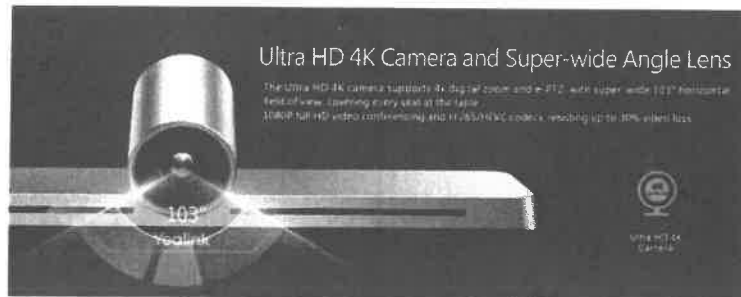
Versatile Paper Handling

scan mixed stacks of business and ID cards, single sheets, long documents, and folded pages up to 11" x 17" (carrier sheet required for folded oversized pages, sold separately)

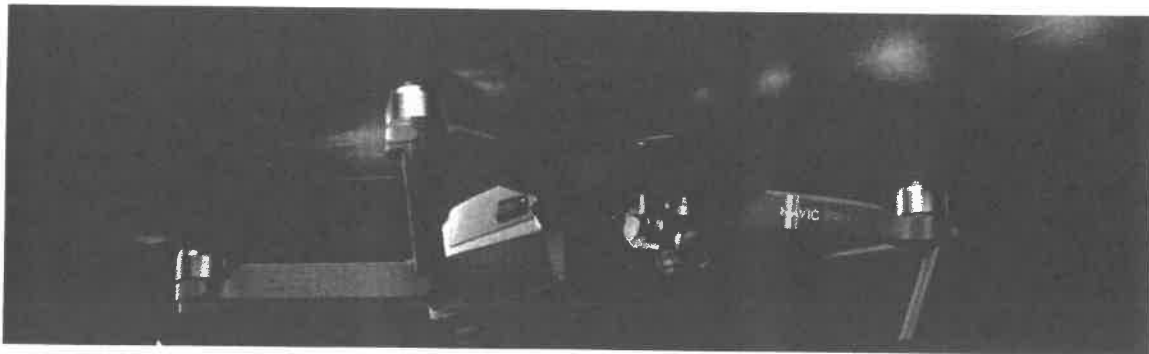
Eco Features

- RoHS compliant
- Recyclable product⁶
- Epson America, Inc. is a SmartWaySM Transport Partner⁷

31. Video Arraignment



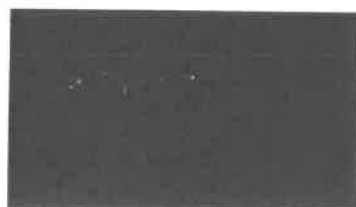
32. DJI Surveillance Drone



PHANTOM 4

The Phantom 4 is a quadcopter drone with a 4K camera. It is known for its stability and ease of use. The drone is controlled via a remote control and a smartphone app. It has a maximum flight time of 20 minutes and a maximum speed of 40 mph.

LEARN MORE



PHANTOM 4 PRO

The Phantom 4 Pro is a more advanced version of the Phantom 4. It features a 4K camera with a wider field of view and a more powerful motor. It is controlled via a remote control and a smartphone app. It has a maximum flight time of 20 minutes and a maximum speed of 40 mph.

LEARN MORE



PHANTOM 4 VISION

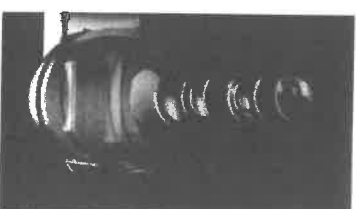
The Phantom 4 Vision is a more advanced version of the Phantom 4. It features a 4K camera with a wider field of view and a more powerful motor. It is controlled via a remote control and a smartphone app. It has a maximum flight time of 20 minutes and a maximum speed of 40 mph.

LEARN MORE



PHANTOM 4 VISION

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CELLPHONE DETECTOR POCKET HOUND™

POCKET-SIZED AND COVERT



Used worldwide by correctional, law enforcement and educational administrators. Passive receiver technology delivers instant results without illegally intercepting cell phones so time consuming court orders or warrants are unnecessary in many cases.

1950 10 10
 1950 10 10

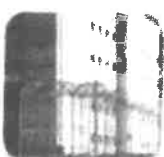
2201st Neil Miller
The City of Chicago, Illinois

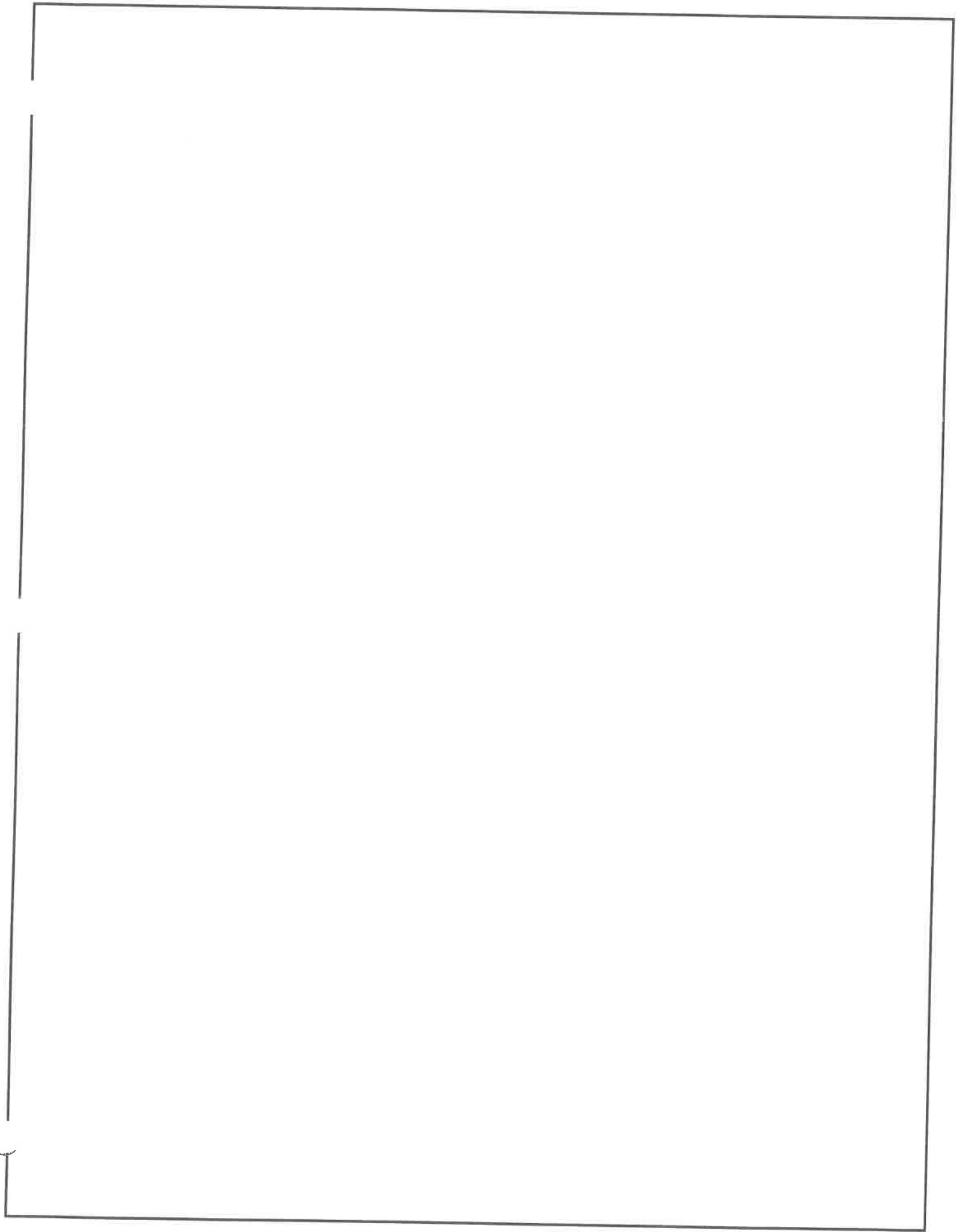
[illegible]

Used in thousands of schools, prisons, offices and government facilities around the world, PocketHound customers understand the need for cell phone free environments to maintain safety and security for all.



Due to its small size and covert nature, PocketHound is as easy to operate as it is to conceal. From teachers looking to catch cheating students to security personnel looking to secure courtrooms, call centers, boardrooms, government facilities and prisons, PocketHound is the most covert way to enforce a no cell phone policy.





34. Lobby Kiosks

Prodigy's lobby kiosk solution provides a flexible way for friends and families to deposit money on inmate's accounts and post bond payments. The Prodigy Kiosk provides the following features:

- ☒ Accepts Cash & Credit/Debit Cards
- ☒ Phone Debit Deposits
- ☒ Encrypted credit card swipe devices
- ☒ Bi-lingual (English and Spanish)
- ☒ Funds show up immediately on inmate accounts



Item Title:

Consider extending contract RFPCL23-030 Tree Trimming & Maintenance for one additional year.

Initiator: Larry Parks, Director

Information Source: Larry Parks, Director

Background:

The contract RFPCL23-030 Tree Trimming and Tree Maintenance is currently in effect until July 31, 2025. The vendor has agreed to the contract extension with the same terms, conditions, and process. The Community Enrichment Department have recommended to extend the contract for an additional year. This tree contract is to maintain height clearance of street rights-of-way. The City may additionally use this contract to maintain other trees on City property, including drainage ways. The vendor has met and/or exceeded all contract requirements.

Correlation to the True North Statement:

Trimming trees prevents hazards such as falling limbs, improves visibility for drivers and pedestrians, and reduces fire risk. Well-maintained trees prevent damage to power lines, sidewalks, and roads, preserving city infrastructure. Properly maintained trees improve the appearance of public spaces, encouraging civic pride and tourism. Healthy urban forestry improves air quality, reduces urban heat, and supports local ecosystems. Attractive, green public spaces increase property values and make Lawton more appealing to residents, investors, and businesses.

Exhibit:

Department Recommendation, Vendor Extension Form, Original Contract

Key Issues:

Does the City of Lawton wish to extend contract (RFPCL23-030) Tree Trimming and Tree Maintenance to Asplundh Tree Expert, LLC?

Funding Source:

Community Enrichment Park Maintenance 25-26 Operating Budget 1005003-52025 (\$200,000.00)

Recommended Action:

Extend contract (RFPCL23-030) Tree Trimming and Tree Maintenance to Asplundh Tree Expert, LLC.

ATTACHMENTS:

1. Original Contract RFPCL23-030
2. 062525 Asplundh_City of Lawton Extension
3. CL23-030 Tree Trimming and Tree Maint extension 2025



CITY OF LAWTON

FINANCE DEPARTMENT

AWARD LETTER

June 21, 2023

Asplundh Tree Expert, LLC.
Attn: Luke Visser
2930 NE 71st ST
Oklahoma City, OK 73111

Dear Mr. Visser,

Transmitted herewith is your file copy of the properly executed contract **RFPC23-030 Tree Trimming & Tree Maintenance**. Lawton City Council awarded this contract to **Asplundh Tree Expert, LLC.** on June 13, 2023. This is the first year of the contract.

This contract will be in effect from July 3, 2023 through July 31, 2024.

Shipping Instructions:

City of Lawton
Attn: Financial Services
212 SW 9th St
Lawton, OK 73501

Billing Instructions:

City of Lawton
Attn: Financial Services
212 SW 9th Street
Lawton, OK 73501

Contact Person:

Justine Guevara, Accountant/Buyer/Contract Administrator
justine.guevara@lawtonok.gov

This letter is for informational purposes only; it does not constitute an order.

Sincerely,

A handwritten signature in cursive script that reads "Justine Guevara".

Justine Guevara
Financial Services

MAYOR'S SIGNATURE REQUEST

DOCUMENT TITLE: RFPCL23-030 Tree Trimming & Tree Maintenance

CITY COUNCIL AUTHORIZATION:

Date Authorized: 6/13/2023

Legistar File ID: 23-495

DOCUMENTS REVIEWED AS TO:

Content:


Contract Administrator

6/15/23

Content:


Finance Director

6-19-2023

Forms:


City Attorney

6/19/23

COMMENTS:

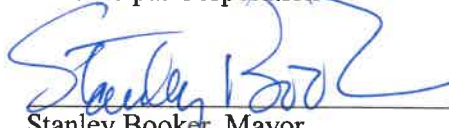
New Contract

Contract: RFPCL23-030 Tree Trimming & Tree Maintenance
Vendor(s): Asplundh Tree Expert, LLC.

CITY APPROVAL

Acceptance and entry into this agreement by and on behalf of the City of Lawton is made this
13th day of June, 2023.

The City of Lawton, Oklahoma
a Municipal Corporation


Stanley Booker, Mayor

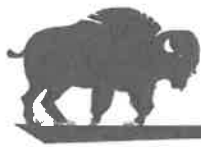
ATTEST:


Traci Hushbeck, City Clerk

LEGAL REVIEW

APPROVED, as to form and legality on behalf of the City of Lawton on the 13th
day of June, 2023.


City Attorney



City of

Lawton

City of Lawton

Parks & Recreation Department

14105 SW 11th St • Lawton, OK 73501

580-581-3400 • 580-581-3437 Fax

MEMORANDUM

To: Justine Guevara, Accountant/Buyer/Contract Administrator
From: Christine James, Parks & Recreation Director *CJ*
Subject: Tree Trimming & Tree Maintenance Contract RFPCL23-030
Date: May 24, 2023

After review and consideration, the Parks and Recreation staff recommends that the **Tree Trimming & Tree Maintenance Contract (RFPCL23-030)** be awarded to **Asplundh Tree Expert, LLC**.

City of Lawton REQUEST FOR PROPOSALS

MAIL SEALED PROPOSALS TO: City Clerk City of Lawton 212 SW 9 th Street Lawton, OK 73501		DIRECT INQUIRIES REGARDING FORMS: justine.guevara@lawtonok.gov	
Date Proposal Typed: April 26, 2023		Date(s) Advertised: April 28, 2023	
Proposal Number and Title: RFPCL23-030 Tree Trimming & Tree Maintenance Requirements-type Proposal: ☒ yes ☐ no		No Proposals Received After: May 23, 2023 2:00 P.M.	
Bid Openings are held at Lawton City Hall 2 nd Floor Conference Room 212 SW 9 th Street Lawton, OK 73501 @ 2:00 pm		Proposal valid until: 06/30/2023	
Vendor Name and Point of Contact: Asplundh Tree Expert, LLC. - Luke Visser		Reason for No Proposal:	
Mailing Address: 2930 NE 71st St.			
City: State: Zip: Oklahoma City, OK 73111		Delivery:	
Area Code and Phone Number: 785-410-5555		Email Address: LVISSER@ASPLUNDH.COM	
Federal Employer Identification Number or Social Security Number 2312775550			

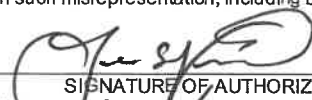
THIS PROPOSAL INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT:

STATE OF Oklahoma COUNTY OF Oklahoma, of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for 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 to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: Asplundh Tree Expert, LLC.
Address: 2930 NE 71st St.
Oklahoma City, OK 73111
(City, State, Zip)
Phone: 785-410-5555


SIGNATURE OF AUTHORIZED AGENT
Luke Visser / Region Manager
PRINT/TYPE NAME/TITLE
Subscribed & sworn before me this 23 day of May, 2023
Shirley Jackson
Notary Public
My Commission expires: May 8, 2024

CONDITIONS FOR SUBMITTING PROPOSALS
PAGE 1 OF 11

FORM REVISED 2/14/22



AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Oklahoma

COUNTY OF Oklahoma

SS

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



Asplundh Tree Expert, LLC.
Business Name / Contractor Name

[Signature]
Signed
Print: Luke S. Visser

Attested to before me this 23 day of May 2023

[Signature]
Notary Public

My Commission Expires May 8 2024

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

070LAWT
Contract Number

Luke S. Visser
Name of Contractor (Print)

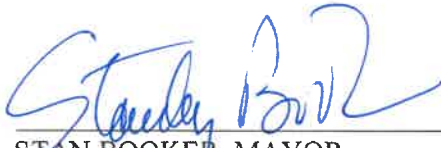
05/23/2023
Date


Signature, Member of Firm or Officer of Corporation

Region Manager 070
Title

SIGNATURE PAGE

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation


STAN BOOKER, MAYOR

ATTEST:


TRACI HUSHBECK, CITY CLERK

APPROVED as to form and legality on behalf of the CITY of Lawton, Oklahoma,
this 13th day of June, 2023.


JOHN RATLIFF, CITY ATTORNEY

VENDOR: Asplundh Tree Expert, LLC.

Luke S. Visser
Printed Name

Region Manager 070
Title

Bid Number: RFPCL23-030

Bid Title: Tree Trimming and Tree Maintenance

Vendor Name: Asplundh Tree Expert, LLC.
(please completed above information)

Price Sheet

(must be completed and returned with the bid)

Description	Per Hour Cost to Provide Requested Services
Tree trimming and tree maintenance service via work order	\$ 224.00 *

Notes:

1. This is a requirements contract.
2. There are insurance requirements for this contract.
3. Please submit two copies of any additional documents such as descriptive literature.

DISCLAIMER: The City of Lawton reserves the right to accept or reject any or all bids.

* Price for 1 Bucket crew with chipper.



ASPLUNDH TREE EXPERT LLC
2930 NE 71st St. Oklahoma City OK 73111

Asplundh would like to request the following changes to the contract from the notes from our Contract Specialist on wording change for the contract.

Please let me know if there are any questions or issues for these and I will forward on to them.

Here are the comments:

1. **Conditions §22** – We cover all but their sole negligence. Make comparative.
2. **Conditions §34.a, .b** – Delete 3rd sentence. The policy does not indemnify them, we do.
3. **Agreement §5** – We cover all but their sole negligence. Make comparative.
4. **Agreement §17.a, .b** – Delete 3rd sentence. The policy does not indemnify them, we do.
5. **Att A §6** – We cover all but their sole negligence. Make comparative.
6. **Att A §7** – Delete last sentence. We will not cover their sole negligence.

Thank You,

Luke S. Visser
Region Manager
785.410.5555
lvisser@asplundh.com



ASPLUNDH TREE EXPERT LLC
2930 NE 71st St. Oklahoma City OK 73111

Asplundh would like to request the following changes to the contract from the notes from our Contract Specialist on wording change for the contract.

Please let me know if there are any questions or issues for these and I will forward on to them.

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6. **Att A §7** – Delete last sentence. We will not cover their sole negligence.

Thank You,

Luke S. Visser
Region Manager
785.410.5555
lvisser@asplundh.com

I CERTIFY that I have opened, read, and recorded herein all bids received and listed below:

ABSTRACT OF BIDS

Signature: *Justine Guevara*

IFB/RFP Number RFPCL23-030		Page <u>1</u> of <u>1</u>		Bidder Number <u>1</u>		Bidder Number <u>2</u>		Bidder Number <u>3</u>	
IFB/RFP Title Tree Trimming & Tree Maintenance		Date Opened: May 23, 2023		Asplundh Tree Expert, LLC. Luke Visser 2930 NE 71st St Oklahoma City, OK 73111 785-410-5555 lvisser@asplundh.com		Hot-Shot Services, LLC Tom Milam PO Box 874 Duncan, OK 73534 580-467-8420 tom@hot-linellc.com		Solutions, LLC> Tom Milam PO Box 874 Duncan, OK 73534 580-467-8420 tom@hot-linellc.com	
Accountant/Buyer/Contract Administrator Justine Guevara		Number of ADDENDA Issued NONE		Addenda Acknowledged N/A		Addenda Acknowledged N/A		Addenda Acknowledged N/A	
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS: \$25,000 CERTIFICATE OF INSURANCE ENCLOSED:				As required Yes Yes N/A		As required Yes Yes Yes		As required Yes Yes Yes	
Item No.	Description of Bid Item	Est. Qty	Unit	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks
1	Tree trimming and tree maintenance service	1	work order	\$224.00	*Price for 1 bucket crew w/ chipper	\$136.00	*Price for crew of 2	\$136.00	*Price for crew of 2

IFB/RFP Number RFPCL23-030		Page <u>1</u> of <u>1</u>		Bidder Number <u>4</u>	
IFB/RFP Title Tree Trimming & Tree Maintenance		Date Opened: May 23, 2023		Hot-Line, LLC. Tom Milam PO Box 874 Duncan, OK 73534 580-467-8420 tom@hot-linellc.com	
Accountant/Buyer/Contract Administrator Justine Guevara		Number of ADDENDA Issued NONE		Addenda Acknowledged N/A	
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS: \$25,000 CERTIFICATE OF INSURANCE ENCLOSED:				As required Yes Yes Yes	
Item No.	Description of Bid Item	Est. Qty	Unit	Unit Price	Amount / Remarks
1	Tree trimming and tree maintenance service	1	work order	\$136.00	*Price for crew of 2

CONTRACT EXTENSION FORM

CONTRACT TITLE: Tree Trimming & Maintenance
CONTRACT NUMBER: RFPCL23-030

In accordance with the Agreement between the parties, the above-described contract is hereby modified in the following respects:

1. The contract period is extended to July 31, 2026, by mutual agreement between the undersigned vendor and the City of Lawton, Oklahoma subject to funding availability beyond this fiscal year.
2. All other terms and conditions of the contract or any written modifications thereto remain unchanged.
3. The laws of the State of Oklahoma shall govern this contract.

WITNESS the hands of the parties hereto this 25th day of June, 2025.

AFFIDAVIT:

STATE OF Pennsylvania COUNTY OF Montgomery
I, Josh Magrath (name of affiant), of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the vendor executing the extension to the above referenced agreement, and that as such agent Affiant has the authority to bind the vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into any extension to or modification of said agreement, and for certifying the facts pertaining to the existence of collusion among vendors 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 or extension of any contract entered; 2. Affiant is fully aware of the facts and circumstances surrounding the procurement of the contract to which this statement refers and has been personally and directly involved in the proceedings leading to the submission of such extension; 3. Neither the vendor nor anyone subject to the vendor's direction or control has been a party: a. to any collusion among vendors in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the contract, or as to any other terms of such contract, c. in any discussions between vendors and any municipal official concerning exchange of money or other thing of value for special consideration in the letting or extension of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the extension of the contract described above. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the vendor herein, and to indemnify and hold harmless the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: Asplundh Tree Expert LLC

Address: 708 Blair Mill Road

Willow Grove PA 19090

(City, State, Zip)

Phone: 215-784-4200

Commonwealth of Pennsylvania - Notary Seal
Rebecca Rene Rohrer, Notary Public
Montgomery County
My commission expires November 20, 2028
Commission number 1383670
Member, Pennsylvania Association of Notaries

[Signature]
SIGNATURE OF AUTHORIZED AGENT

Josh Magrath, Regional Vice President

PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 25 day of June, 2025.

[Signature]
Notary Public

My Commission expires: Nov 20, 2028

City of Lawton, Oklahoma
A Municipal Corporation

Stanley Booker, Mayor

ATTEST:

CITY CLERK

APPROVED as to form and legality on behalf of the City of Lawton on the _____ day of _____, 20____

CITY ATTORNEY



Community Enrichment Department

ADMINISTRATION

1405 SW 11th Street

Lawton, Oklahoma 73501

(580) 581-3400/3400 Fax (580) 581-3437

MEMORANDUM FOR

To: Kristin N. Huntley, Contract and Payables Supervisor

Thru: *LAP* Larry Parks, Parks and Recreation Director

From: Antonio Hopson, Parks and Grounds Superintendent

Date: 05/27/2025

Subject: Contract Renewal Notification

Contract Number: RFPCL23-030

Contract Name: Tree Trimming & Tree Maintenance

The above-mentioned contract will expire on July 31, 2025, unless extended.

After reviewing contract number CL23-030 it is staff's recommendation to renew this contract for one additional year.

Item Title:

Consider and take action in approving Amendment Number 10 to the Master Services Agreement with Jacobs Engineering Group, INC, in the amount not to exceed \$795,000.00 for Construction Inspection and Management services for the Ellsworth Spillway Rehabilitation Project PU2312.

Initiator: Willie Whisenhunt, Director

Information Source: Willie Whisenhunt, Director

Background:

City of Lawton entered into a Master Service Agreement with Jacobs Engineering Group, INC, on June 27th, 2023.

Amendment No 10 includes construction management and inspection on-site services on the Ellsworth Spillway Rehabilitation Project PU2312. This includes inspection of work performed by the prime contractor and approved sub-contractors requiring quality control of installed work or materials testing. Jacobs Engineering Group, INC., will provide part time and full time construction inspection services to the City of Lawton Utilities Department to assist with administering and providing quality control for the project.

Staffing Services will be provided by the following staff:

- One Construction Inspector, to provide the construction inspection services. Backup inspector will be identified to cover when primary inspector is not available or on vacation.
- One Construction Manager, to oversee the construction inspection services and provide senior oversight of progress and problem areas.
- The project accounting team related to invoicing and tracking the project financials will be incidental to the work.

ENGINEER's services will be provided for 1 year 9 months (21 months) from Notice to Proceed (anticipated July 2025). For the first 6 months, a reduced coverage of 2 days per week is anticipated. For the remaining contract time, full coverage of 5 days per week is assumed. An optional time extension of 6 months can be provided at the option of the City of Lawton.

Correlation to the True North Statement:

This project is imperative to continue to provide a Safe Community to our Citizens as Public Utilities and the City of Lawton strive to meet the goals of the True North Culture Statement.

Exhibit:

Amendment No. 10 to the Master Services Agreement, Exhibit B-2 - Scope of Services, Exhibit B-3 - Fee Schedule

Key Issues:

Does City Council wish to approve Amendment Number 10 to the Master Services Agreement with Jacobs Engineering Group, INC, in the amount not to exceed \$795,000.00 for Construction Inspection and Management services for the Ellsworth Spillway Rehabilitation Project PU2312?

Funding Source:

CWSRF \$39mil Loan: \$5,380,969.85 (amount unencumbered in loan) - \$795,000.00 (total cost of Amendment No. 10) = \$4,585,969.85 (amount remaining for other projects and contingency)

Recommended Action:

Approve Amendment Number 10 to the Master Services Agreement with Jacobs Engineering Group, INC, in the amount not to exceed \$795,000.00 for Construction Inspection and Management services for the Ellsworth Spillway Rehabilitation Project PU2312.

ATTACHMENTS:

1. Jacobs MSA Amendment 10
2. Exhibit B-2- Scope of Services
3. Exhibit B-3- Fee Schedule

**AMENDMENT NO. 9 TO MASTER SERVICES AGREEMENT FOR
PROFESSIONAL SERVICES**

between

JACOBS ENGINEERING GROUP Inc.

And

CITY OF LAWTON

CONTRACT AMENDMENT NO. 10

This Amendment to Agreement made as of this 22nd day of July in the year two-thousand and twenty-five is by and between the City of Lawton, Oklahoma, a municipal corporation, hereinafter referred to as “First Party” or “Owner” and Jacobs Engineering Group Inc., hereinafter referred to as “Second Party” or “Engineer.”

WITNESSETH

WHEREAS the parties hereto have a Master Service Agreement for professional services dated June 27, 2023, for providing Contract Documents for the Amendment No. 10, Work Package No. 10.

WHEREAS the parties hereto desire to enter into an amendment to said Agreement to include additional professional services outlined herein, and all provisions of the contract and previous amendments remain in full effect except the additional scope of services in Amendment No. 10.

NOW THEREFORE, that in consideration of the covenants, agreements and representations hereinafter set forth, it is mutually agreed by the parties hereto that the Agreement entered into by the parties on June 27, 2023, is further amended as follows:

I. Additional Professional Services

The ENGINEER will provide professional assistance pertaining to the construction inspection and construction management of the Ellsworth Dam project. The ENGINEER will provide the scope of services in conformance with the attached Exhibit B-2 – Scope of Services (“Services”), Exhibit B-3 - Rate Schedule (Fee Schedule) and the applicable contract requirements as specified in the Agreement.

The OWNER will compensate ENGINEER for engineering work associated with the Services outlined in Exhibit B-2 for a time and materials amount not to exceed Seven Hundred Ninety-Five Thousand Dollars (\$795,000.00). In the event OWNER requests extra work be performed that is not already identified in the tasks above or the amended Agreement, OWNER and ENGINEER will negotiate an additional fee for such work. Any additional fee negotiated must be agreed to in writing by the parties prior to any such extra work commencing. The OWNER represents that funding sources are in place with the available funds necessary to pay ENGINEER.

All other requirements of the Agreement remain in effect except those changed by contract amendments herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ENGINEER

By: 

Printed Name: DOUGLAS L. SMITH

Title: DESIGNATED MANAGER

OWNER

APPROVED by the Council and signed by the Mayor for the City of Lawton this day of _____ 2025.

THE CITY OF LAWTON
A Municipal Corporation,

By: _____
MAYOR STANLEY BOOKER

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this _____ day of _____,
20____.

TIM WILSON, INTERIM CITY ATTORNEY

Master Service Agreement Amendment No. 10
Ellsworth Dam Spillway Rehabilitation Construction Services

Exhibit B-2 – SCOPE OF SERVICES

LAWTON PUBLIC UTILITIES

- **Wastewater Treatment Design Service (NOT INCLUDED)**
- **Water Treatment Design Services (NOT INCLUDED)**
- **Water Line Design Services (NOT INCLUDED)**
- **Wastewater Line Design Services (NOT INCLUDED)**
- **Stormwater Design Services (NOT INCLUDED)**
- **Engineering Report Services for Projects (NOT INCLUDED)**
- **Dams Design Services (NOT INCLUDED)**
- **Grant and Financial loans Assistance (NOT INCLUDED)**
- **Project Management and Inspection Services**
- **Other Public Utilities Improvements (NOT INCLUDED)**

General

The ENGINEER will provide construction management and inspection on-site services on the Ellsworth Dam Spillway Project. This includes inspection of work performed by the prime contractor and approved sub-contractors requiring quality control of installed work or materials testing.

The Construction Inspector will establish and maintain daily contact with the contractor's Superintendent and Project Manager for the purpose of conducting inspection. The Construction Inspector will coordinate with and will keep informed the City of Lawton Director of Utilities and/or City of Lawton Utilities representative as to the project progress and problem areas as such areas are identified.

The ENGINEER's Construction Manager and Construction Inspection Representative will, upon completion of the project, forward all project records to the Utilities Department for audit after the assigned completion date. Records will be submitted in a neat and organized condition. The Construction Manager will assist in preparation of the Department's audit.

Project Description and Scope of Work

Summary

Jacobs Engineering Group Inc. (ENGINEER) will provide part time and full time construction inspection services to the City of Lawton Utilities Department to assist with administering and providing quality control for the Ellsworth Dam Spillway construction contract.

General Scope

The selected member of ENGINEER's staff will provide construction inspection and construction management services for Ellsworth Spillway Rehabilitation project PU 2312 (as directed by the City of Lawton (COL) Director of Utilities.

The ENGINEER's Construction Inspection Representative will establish and maintain daily contact with the contractor's superintendent (when onsite) for the conduct of inspection and testing activities. ENGINEER's Construction Inspection Representative and Construction Manager will attend meetings with the contractor and City of Lawton Director of

Utilities. The construction inspector will keep the City of Lawton Director of Utilities and construction manager informed of the contractor's proposed work schedule, progress schedule and provide estimated pay quantities for the project.

Construction Inspection services shall generally include coordinating with the engineering team related to services during construction, overseeing the execution of construction contract, and managing construction tasks in support of the project scope and schedule.

Inspection services will be provided in accordance with contractor's schedule to have day to day oversight during all phases of construction while assigned to the project and onsite. Inspector will work closely with other City Inspectors, City Construction Manager and Director of Utilities and attend monthly progress meetings. Inspector will assist with review and approval of pay applications, be informed of approved submittals and RFIs and help coordinate all required testing for the project.

City of Lawton Utilities Director, or designee, will oversee the construction inspector. The ENGINEER's construction inspector will not be given tasks outside of the Ellsworth Spillway project unless specifically approved by the Director of Utilities.

Staffing

Services will be provided by the following staff:

- One Construction Inspector, to provide the construction inspection services. Backup inspector will be identified to cover when primary inspector is not available or on vacation.
- One Construction Manager, to oversee the construction inspection services and provide senior oversight of progress and problem areas.
- The project accounting team related to invoicing and tracking the project financials will be incidental to the work.

Schedule

ENGINEER's services will be provided for 1 year 9 months (21 months) from Notice to Proceed (anticipated July 2025). For the first 6 months, a reduced coverage of 2 days per week is anticipated. For the remaining contract time, full coverage of 5 days per week is assumed. An optional time extension of 6 months can be provided at the option of the City of Lawton.

Assumptions, Exclusions, and Clarifications

1. The ENGINEER's Construction Inspector will perform the services at the project construction site (Ellsworth Dam).
2. ENGINEER will provide Jacobs Computer, Jacobs email services, and Jacobs Internet services to the Construction Inspector.
3. City of Lawton may provide, at the discretion of the City, access to City of Lawton servers, email, and other IT infrastructure to the extent needed to support Construction Inspector's engagement in COL projects.
4. Construction Inspector will use engineer's trailer that will be provided as part of the construction contract to support Construction Inspector's work in Lawton.
5. Construction Inspection will be allowed to take ENGINEER's approved holidays (MLK, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Years), barring any emergency needs by the City of Lawton.
6. Construction Inspector will use a Jacobs Fleet vehicle during full time construction inspection services for City.
7. Construction Manager will use a Jacobs Fleet vehicle during full time construction inspection services for City.

Scope of Services

Master Service Agreement-Amendment No. 10 Jacobs

8. All required expenses for the construction inspection services are included within the hourly rate. No additional expenses are anticipated for this work order.
9. Schedule for construction inspection will be tied to Contractor's construction schedule and inspector workload will be reviewed on a monthly basis with the City. In case of contractor delays, extended period of inactivity, or low activity on project site, workload may need to be reviewed on a more frequent basis.
10. Hourly rate may be renegotiated upon COL notifying ENGINEER of intent to extend beyond the initial 27-month (maximum) assignment.
11. First 6 months of services to be on a part time basis (two days per week). Full time coverage assumed for the remaining assignment (15 months). The optional 6-month extension would be full time coverage as well.

Additional Services

The following items are not included in this scope of services but may be authorized by the Owner.

- A. Construction Administration beyond services listed in this Workorder.
- B. Construction Inspection services beyond level included in this Workorder.
- C. Design services related to additional project needs that may arise during the construction phase.

An allowance of \$50,000 is provided for these Additional Services if requested.

Master Service Agreement Amendment No. 10
Ellsworth Dam Spillway Rehabilitation Construction Services

Exhibit B-3 - Rate Schedule (Fee Schedule)

The following rates reflect hourly rates for Construction Management Services. ENGINEER will invoice for the actual work performed on this project monthly, based on the hours worked (time and materials basis).

Part Time Basic Services (6 months)

Construction Inspector: \$130/hour for 200 hours (6 months part time, 1 day/wk, 8-hr days)
Construction Manager: \$170/hour for 200 hours (6 months part time, 1 day/wk, 8-hr days)
Construction Engineer: \$250/hour for 12 hours (6 months part time, 2 hr/month)

Full Time Basic Services (15 months)

Construction Inspector: \$130/hour for 2,548 hours (15 months full time, 4 days/wk)
Construction Inspector OT: \$130/hour for 650 hours (15 months full time, 25% OT assumed)
Construction Manager: \$170/hour for 520 hours (15 months, 1 day/wk)
Construction Engineer: \$250/hour for 30 hours (15 months, 2 hr/month)

Total fee estimate for part time and full time basic services: \$574,560

Optional Services (6 months)

Construction Inspector: \$130/hour for 1,016 hours (no OT assumed)
Construction Manager: \$170/hour for 208 hours
Construction Engineer: \$250/hour for 12 hours

Total fee estimate for optional services: \$170,440

Total fee estimate for full 27-month duration: \$745,000

Additional Services: \$50,000

Total fee estimate for Construction Management Services and Additional Services: \$795,000

All required expenses for the construction inspection services are included within the hourly rate. No additional expenses are anticipated for this work order.

Item Title:

Consider approving an Agreement for Funding and Limited Support between the Fires Innovation Science and Technology Accelerator (FISTA) Development Trust Authority and the City of Lawton, contingent upon FISTA approving the Agreement, to fund the operation, management, administration, maintenance and equipping of FISTA facilities during the FYE26 to encourage economic/industrial development in the City of Lawton and authorize the Mayor and City Clerk to execute the Agreement.

Initiator: Dewayne Burk, Deputy City Manager

Information Source: Dewayne Burk, Deputy City Manager

Background:

The Fires Innovation Science and Technology Accelerator Development Trust Authority (Authority) was set up as a public trust of the City of Lawton. This Agreement for Funding and Limited Support memorializes the amount of financial support to be provided to the Authority by the City, sets out guidelines regarding administrative support between the City and the Authority, and sets out the conditions and processes by which this financial and administrative support will be provided. The Agreement provides the Authority an amount of \$9,087,169.30. Also included in the Agreement are provisions associated with the Sales Tax Agreement between the Authority and the City associated with the Series 2020 Note. The Agreement also references the \$1,000,000.00 which the City initially provided to FISTA for HUD grant reimbursement purposes in the FY22-23 Amendment. In the FY23-24 Second Amendment, it was determined the money would remain with the Authority so long as it is in use for any grant reimbursement contract purposes.

Correlation to the True North Statement:**Exhibit:**

Proposed Support Agreement and Budget

Key Issues:

N/A

Funding Source:

2040 CIP

Recommended Action:

Approve the Agreement for Funding and Limited Support between the Fires Innovation Science and Technology Accelerator (FISTA) Development Trust Authority and the City of Lawton, contingent upon FISTA also approving the Agreement and authorize the Mayor and City Clerk to execute the Agreement.

ATTACHMENTS:

1. FISTA Approved Budget FYE 6-30-36
2. FISTA 25.26 Support Agreement-Final (3)

FISTA Development Trust Authority
Approved Budget
FYE 6/30/26

	OPERATIONS	CENTRAL MALL	COL FUNDED CONSTRUCTION	HUD-23	HUD-25	ARPA	P3	TOTAL
REVENUE:								
Rent	650,000.00	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,650,000.00
Incentives-Rent Abatement	-210,000.00	0.00	0.00	0.00	0.00	0.00	0.00	-210,000.00
Sponsorships	20,000.00	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00
Tenant Shared Expense Reimbursement	500,000.00	260,000.00	0.00	0.00	0.00	0.00	0.00	760,000.00
CUAS Academy	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Income (Copier Reimbursement)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Grant Revenue	0.00	0.00	0.00	2,203,000.00	2,500,000.00	14,950,000.00	2,200,000.00	21,853,000.00
Tenant Funded Improvements	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
City of Lawton	2,523,611.30	2,063,558.00	4,500,000.00	0.00	0.00	0.00	0.00	9,087,169.30
Interest Income	0.00	8,500.00	0.00	0.00	0.00	0.00	0.00	8,500.00
Total Revenue	3,483,611.30	3,332,058.00	4,500,000.00	2,203,000.00	2,500,000.00	14,950,000.00	2,200,000.00	33,168,669.30
EXPENDITURES:								
Advertising & Marketing	30,000.00	4,500.00	0.00	0.00	0.00	0.00	0.00	34,500.00
Art & Decor	30,000.00	0.00	0.00	0.00	0.00	0.00	0.00	30,000.00
Auto & Fuel	0.00	3,500.00	0.00	0.00	0.00	0.00	0.00	3,500.00
Bank Charges	5,000.00	1,200.00	0.00	0.00	0.00	0.00	0.00	6,200.00
Commissions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Conferences	60,000.00	0.00	0.00	0.00	0.00	0.00	0.00	60,000.00
Contract Labor	75,000.00	0.00	0.00	0.00	0.00	0.00	0.00	75,000.00
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Depreciation	350,000.00	8,000.00	0.00	0.00	0.00	0.00	0.00	358,000.00
Dues & Subscriptions	5,000.00	2,000.00	0.00	0.00	0.00	0.00	0.00	7,000.00
Economic Development Incentives	500,000.00	0.00	0.00	0.00	0.00	0.00	0.00	500,000.00
Employee Benefits	110,604.00	72,720.00	0.00	0.00	0.00	76,572.00	0.00	259,896.00
Equipment	25,000.00	10,000.00	0.00	0.00	500,000.00	6,004,664.00	0.00	6,539,664.00
Flowers & Gifts	1,250.00	0.00	0.00	0.00	0.00	0.00	0.00	1,250.00
Furniture & Fixtures	7,500.00	0.00	100,000.00	0.00	500,000.00	0.00	0.00	607,500.00
Insurance	110,000.00	205,000.00	0.00	0.00	0.00	0.00	0.00	315,000.00
Interest	0.00	329,525.00	0.00	0.00	0.00	0.00	0.00	329,525.00
Leasehold Improvements-Phase I	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Leasehold Improvements-Phase II (Dillards)	0.00	0.00	500,000.00	0.00	0.00	0.00	0.00	500,000.00
Leasehold Improvements-Patio	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Leasehold Improvements-CEMA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Leasehold Improvements-Torch	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Leasehold Improvements-Phase X	0.00	0.00	0.00	2,203,000.00	0.00	0.00	2,200,000.00	4,403,000.00
Leasehold Improvements-Project Lovestruck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Leasehold Improvements-Project Baby Panda	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Leasehold Improvements-Conference Center	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Leasehold Improvements-Stem Lab	0.00	0.00	250,000.00	0.00	0.00	1,855,800.00	0.00	2,105,800.00
Leasehold Improvements-Anechoic Chamber	0.00	0.00	0.00	0.00	0.00	6,250,000.00	0.00	6,250,000.00
Leasehold Improvements-Incubator/Accelerator	0.00	0.00	1,000,000.00	0.00	1,500,000.00	0.00	0.00	2,500,000.00
Leasehold Improvements-FYSI (Discovery Zone)	0.00	0.00	500,000.00	0.00	0.00	0.00	0.00	500,000.00
Leasehold Improvements-Project Salsageometry	0.00	0.00	600,000.00	0.00	0.00	0.00	0.00	600,000.00
Leasehold Improvements-Tenant Space	0.00	0.00	750,000.00	0.00	0.00	0.00	0.00	750,000.00
Leasehold Improvements-Exterior Refurbish	0.00	0.00	250,000.00	0.00	0.00	0.00	0.00	250,000.00
Leasehold Improvements-Plaza HVAC	0.00	0.00	300,000.00	0.00	0.00	0.00	0.00	300,000.00
Leasehold Improvements-Parking Lot Drainage	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	150,000.00
Leasehold Improvements-Security Upgrade	0.00	0.00	100,000.00	0.00	0.00	0.00	0.00	100,000.00
Transfer to COL Rogers/44 Lighting	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Licenses & Fees	3,500.00	1,000.00	0.00	0.00	0.00	0.00	0.00	4,500.00
Management Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Meals & Luncheons	8,500.00	250.00	0.00	0.00	0.00	0.00	0.00	8,750.00
Office Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Postage	650.00	0.00	0.00	0.00	0.00	0.00	0.00	650.00
Professional Fees - Accounting	75,000.00	12,000.00	0.00	0.00	0.00	0.00	0.00	87,000.00
Professional Fees - Legal	30,000.00	0.00	0.00	0.00	0.00	0.00	0.00	30,000.00
Professional Fees - Other	185,000.00	0.00	0.00	0.00	0.00	0.00	0.00	185,000.00
Repairs & Maintenance	125,000.00	120,000.00	0.00	0.00	0.00	0.00	0.00	245,000.00
Retirement	37,455.00	1,500.00	0.00	0.00	0.00	20,655.00	0.00	59,610.00
Services (Mail Wages)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Small Equipment	4,500.00	0.00	0.00	0.00	0.00	0.00	0.00	4,500.00
Special Events	60,000.00	0.00	0.00	0.00	0.00	0.00	0.00	60,000.00
Supplies	30,000.00	30,000.00	0.00	0.00	0.00	0.00	0.00	60,000.00
Taxes - Payroll	97,156.00	40,930.00	0.00	0.00	0.00	53,809.00	0.00	191,895.00
Taxes - Ad Valorem	170,000.00	146,433.00	0.00	0.00	0.00	0.00	0.00	316,433.00
Telecommunications	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Travel	45,000.00	0.00	0.00	0.00	0.00	0.00	0.00	45,000.00
Utilities	35,000.00	606,500.00	0.00	0.00	0.00	0.00	0.00	641,500.00
Wages	1,248,496.30	507,000.00	0.00	0.00	0.00	688,500.00	0.00	2,443,996.30
Website	19,000.00	0.00	0.00	0.00	0.00	0.00	0.00	19,000.00
Total Expenditures	3,483,611.30	2,102,058.00	4,500,000.00	2,203,000.00	2,500,000.00	14,950,000.00	2,200,000.00	31,938,669.30
Net Income (Loss)	0.00	1,230,000.00	0.00	0.00	0.00	0.00	0.00	1,230,000.00
Less: Principal Pmts on Debt Service	0.00	-1,230,000.00	0.00	0.00	0.00	0.00	0.00	-1,230,000.00
Receipts over (under) expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Grant Funds Unspent from Previous Yr	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures Over (Under) Resources	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**AGREEMENT FOR FUNDING AND LIMITED SUPPORT
OF
THE FISTA DEVELOPMENT TRUST AUTHORITY**

This Agreement for Funding and Limited Support is entered into by and between the City of Lawton, Oklahoma, a municipal corporation, hereinafter referred to as "City", and the Fires Innovation Science and Technology Accelerator (FISTA) Development Trust Authority, a public trust, hereinafter referred to as "Authority".

WITNESSETH:

WHEREAS, the Council of the City of Lawton, Oklahoma has created a public trust named the Fires Innovation Science and Technology Accelerator (FISTA) Development Trust Authority which it determined will greatly assist with attracting high-quality jobs and private investment in the community that will promote an economy conducive to the future growth of the Lawton- Fort Sill area; and

WHEREAS, specific purposes of the Trust include: (1) To plan, establish, develop, finance, construct, enlarge, improve, maintain, equip and make available certain Fires Innovation Science and Technology Accelerator (FISTA) facilities within the City of Lawton that will attract defense contractors, high-technology industry, innovative businesses and the like with capabilities to directly support the Cross-Functional Teams of Long Range Precision Fires (LRPF), Air & Missile Defense (AMO) and Fort Sill's FIRES Center of Excellence (FCoE) in the Army's comprehensive modernization, driving innovation and integrating capabilities to the warfighter, (2) To promote, create and grow an Innovation Parle in the above described FISTA facilities in Lawton Fort Sill that fosters collaboration of high-technology industry, academia, defense and defense-related organizations in support of the missions of LRPF, AMD and FCoE, and (3) To promote dialogue among leadership of Lawton, Fort Sill, state and national entities aimed at creating a comprehensive understanding of the needs of the FCoE and Cross-Functional Teams as they relate to the above described FISTA facilities; and

WHEREAS, the qualified electors of the City, at a special election called and held for that purpose on February 11, 2020, consolidated the existing sales taxes of the City and authorized their use for infrastructure and related improvements along with support of projects in furtherance of Industrial Development; and

WHEREAS, the City, through its governing body, had determined that the City should provide financial support to the Authority for the operation, management, administration, maintenance and equipping of FISTA facilities consistent with the Trust Indenture, thereby promoting the goal of attracting high-quality jobs and private investment in the community which will enhance economic development throughout the City; and

WHEREAS, the City further desires to provide limited support services to the Authority in addition to the financial assistance recited above.

NOW, THEREFORE, in consideration of the mutual obligations, covenants, terms, and conditions of the parties recited herein, the City and Authority agrees as follows:

CITY AGREES:

A. To provide to the Authority the sum of Nine Million Eighty-Seven Thousand One Hundred Sixty-Nine Dollars and 30/100 (~~\$9,087,169.30~~) for the operation, management, administration, maintenance, reconstruction and equipping of FISTA facilities during the 2025-2026 fiscal year. Four Million Five Hundred Thousand and 00/100 (\$4,500,000.00) of these funds will not be made available until the City secures appropriate financing. All expenditure of funds provided under this Agreement will be in accordance with a budget proposed by the Authority and approved by the City Council as set forth in Exhibit "A" attached hereto and incorporated herein. Any amendments to the budget shall likewise require approval of the City Council. City agrees to allow the Authority to utilize its own purchasing policy provided that said policy follows state requirements. Claims for funds will be processed by the City and paid to the Authority in accordance with the City's policies and procedures for payment of contractual claims. The Authority will only be reimbursed for budgeted funds used in accordance with the agreement. Any funds included in the Authority's approved budget not expended during the 2025-2026 fiscal year may be requested by the Authority to be included in the Authority's budget for the following fiscal year. Any decision on such a request will be at the sole discretion of the City Council.

B. To deposit into the Sales Tax Fund established by the Authority an amount equal to one twelfth (1/12) of the annual obligation for the Series 2020 Note on a monthly basis in accordance with the Sales Tax Agreement between the Authority and the City dated November 1, 2020, with such Agreement being automatically renewed for additional one-year periods on July 1 of each year until such time as the principal of and interest on the Series 2020 Note and any obligations issued on a parity therewith have been paid.

C. To allow the Authority the use of the City's fueling facility to obtain fuel for any vehicle acquired by the Authority for use in the operation, management, administration, maintenance and equipping of FISTA facilities, provided that the Authority reimburses the City for the fuel based on the cost of the fuel to the City at the time a vehicle is refueled at City's facility.

D. To print flyers, bulletins, and other materials for the Authority which are used in the operation, management, and administration of FISTA facilities, provided that materials from or for other entities assisting in the support of FISTA facilities will not be printed at the City's print shop. This assistance will be made available to the Authority only while the City's print shop is in operation, and this provision is in no way intended to create any entitlement by the Authority to have its materials printed by the City for an indefinite period of time. The Authority will reimburse the City for the actual cost incurred by the City in printing the Authority's materials.

E. To provide contractual services to FISTA facilities under the City's contracts for the following services, as required, such as: property insurance, pest control; copier rental; HVAC services and rental of cleaning supplies. The Authority will either make payments to the vendors directly or reimburse the City for the actual cost incurred.

AUTHORITY AGREES:

A. To operate, manage, administer, maintain and equip all FISTA facilities in a professional manner that is conducive to encouraging economic development and promoting the best

interests of the City. For purposes of this agreement, FISTA facilities will include the property known as Central Plaza (formerly known as Central Mall).

B. In the event there are sufficient monies in the Series 2020 Note Fund on or before the last day of each month as required by the Indenture and there is no Event of Default as defined in the Indenture, then to reimburse to the City any remaining monies in the Sales Tax Fund in accordance with the Sales Tax Agreement between the Authority and the City dated November 1, 2020.

C. To reimburse the City, based on the City's billing procedures, for the fuel obtained from the City's fueling facility, for publications and printing of the Authority's materials at the City's print shop, and any other reimbursable expense under the terms of this agreement.

D. To periodically submit to the City's accounting office claims for reimbursement for services performed in the operation, management, administration, maintenance and equipping of FISTA facilities. Such claims will be submitted in accordance with and in compliance with City's contractual claims policies and procedures. The Authority agrees to comply with the City's Administrative Policy 4-2 titled Purchasing Payment Procedures as it pertains to Cyber Crime Compliance Purchasing and Payment.

E. To submit to the Lawton City Council an annual report which will include estimated information regarding the City's return on investment (ROI) such as percent of occupancy, how many sqft have been completed and occupied, and the number of companies. Reports should also include data on current and prospective tenants in FISTA facilities, projects and activities undertaken during the reporting period, projects and activities planned to be undertaken during the following six-month period, and any other information which may be of interest to or requested by the Lawton City Council. Reports will be due to Lawton City Council by July 15, 2026.

F. To timely complete and submit to the City its annual audit. FISTA understands and agrees that if FISTA does not file a copy of its annual audit within 90 days of the end of the fiscal year, the City's Director of Finance shall notify the City Manager who may at his or her discretion withhold funding from the FISTA until the audit report is filed with the City. If a report is not filed within six months after the close of the fiscal year, the City Manager may at his or her discretion recommend to the Council that the FISTA lose an amount up to twenty-five percent (25%) of the current fiscal year's budget allocation from the City.

AUTHORITY AND CITY AGREE:

A. Funds in the amount of \$1,000,000.00 were allocated to FISTA for HUD grant purposes in the FY22-23 Amendment, which was to be reimbursed to the City. In FY 23-24 Second Amendment it was determined those funds would remain with the Authority so long as they are in use for grant reimbursement contract purposes. The funds are to be used solely for grant reimbursement contract purposes. After a six (6) month period of non-utilization of the funds for grant reimbursement purposes, the \$1,000,000.00 is to be reimbursed to the City within thirty (30) days. The City retains the right to request reimbursement of the \$1,000,000.00 at any time, with a one hundred eighty (180) day notice. Upon such request, the Authority shall cease using the \$1,000,000.00 for grant purposes and return funds to the City within six (6) months. The referenced \$1,000,000.00 shall be included with a detailed summary of use in all semi-annual reports to City Council. All future support agreements shall reference the \$1,000,000.000 in attached budgets, so long as the funds are in use for

grant reimbursement purposes. The provisions of this paragraph shall survive the term of this Agreement.

TERM:

The term of this Agreement will begin on July 1, 2025, and expire on June 30, 2026.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Agreement this ____ day of _____ 2025.

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

By: _____
STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

Approved as to form and legality for the City of Lawton, Oklahoma, this ____ day of _____ 2025.

TIMOTHY WILSON, INTERIM CITY ATTORNEY

FISTA DEVELOPMENT TRUST
AUTHORITY, a public trust,

By: _____
MARK BRACE, CHAIR

ATTEST:

BARRY EZERSKI, SECRETARY

Item Title:

Consider approving an agreement between the Lawton Youth Sports Trust Authority and the City of Lawton for FYE26 to provide \$415,520 from the General Fund for program support and \$821,957.97 from the PROPEL 2040 Capital Improvement Fund for the design and/or lease of property to be the site of a sports complex.

Initiator: Larry Parks, Director, Rebecca Johnson, Director

Information Source: Larry Parks, Director, Rebecca Johnson, Director

Background:

The City of Lawton has historically provided limited financial support to the Lawton Youth Sports (LYSA) Trust Authority for the operation, management, administration, maintenance and equipping of LYSA facilities to establish high-quality youth athletic programs throughout the City. This agreement provides \$415,520.00 from the General Fund for program support and \$821,957.97 from the PROPEL 2040 Capital Improvement Fund for the design and/or lease of property to be the site of a sports complex during the fiscal year ending 2026.

Correlation to the True North Statement:**Exhibit:**

Proposed LYSA agreement with budget

Key Issues:

N/A

Funding Source:

FY26 Community Enrichment Budget and 2019 Capital Improvement Fund

Recommended Action:

Approve the agreement between the Lawton Youth Sports Trust Authority and the City of Lawton for FYE26 to provide \$415,520 from the General Fund for program support and \$821,957.97 from the PROPEL 2040 Capital Improvement Fund for the design and/or lease of property to be the site of a sports complex.

ATTACHMENTS:

1. LYSA FY 26 Limited Support Agreement

**AGREEMENT FOR FUNDING AND LIMITED SUPPORT
OF
THE LAWTON YOUTH SPORTS TRUST AUTHORITY
FY-2025-2026**

This Agreement for Funding and Limited Support is entered into by and between the City of Lawton, Oklahoma, a municipal corporation, hereinafter referred to as "City", and the Lawton Youth Sports (LYSA) Trust Authority, a public trust *with* the City as "Beneficiary", hereinafter referred to as "Authority".

WHEREAS, the Council of the City of Lawton, Oklahoma has created a public trust named the Lawton Youth Sports (LYSA) Trust Authority which it determined will greatly assist with establishing, developing, improving, maintaining, and facilitating the promotion of high-quality youth athletic programs in the City and otherwise making youth athletic programs in the City of Lawton the best of its kind in the State of Oklahoma; and

WHEREAS, specific purposes of the Trust include: (1) to promote, create, and grow youth sports opportunities in the City of Lawton by administering a diverse set of programs that fosters increased participation in athletics, (2) to maintain fields, courts, and other athletic facilities and equipment where youth sports are played, (3) to attract State and National youth athletic events to the City of Lawton and to form long-term relationships with youth sports organizations, (4) to foster and facilitate a healthier and more confident youth population through direct participation in organized youth sports, (5) to serve as a fair and impartial representative body responsible for administration, management, and expenditure of the public and private funds entrusted to it, (6) to make or cause to be made evaluations, usage estimates, plans, specifications, surveys, cost estimates, revenue estimates and any other evaluations or surveys necessary to carry out the activities and undertakings of the Trust, (7) to promote and encourage the development and activities of additional industry and commerce within and without the territorial limits of the City of Lawton, Oklahoma, which will benefit and strengthen the economy of the City of Lawton and the State of Oklahoma, and the health, safety and welfare of its citizens, (8) to acquire (by purchase, lease or otherwise), establish, develop, construct, enlarge, improve, extend, maintain, equip, furnish, provide supply, hold, store and administer any and all property (real, personal or mixed), rights, privileges, immunities, benefits and any other thing of value in :furtherance of the Trust purposes; to negotiate for the purchase or procurement of properties, buildings, facilities, etc. determined to be suitable *in* accomplishing the Trust's purposes; to finance and refinance and to enter into contracts of purchase, lease-purchase or other interests in connection with said properties, and to comply with the terms and conditions of any such contracts; and to relinquish or dispose of its wholly owned property, rent or otherwise make provisions for properties subject to :disposition the Trust and no longer needed for Trust purposes, (9) to lease, rent, furnish or provide such property, buildings, improvements and facilities for activities and operations of the Lawton Youth Sports Trust Authority, (10) to make and enter into all contracts and agreements which are in the judgment of the Authority necessary or incidental to the performance of its duties and the execution of its powers, and to retain engineers, architects, attorneys, accountants, construction and financial experts, and such other consultants as may be necessary in its judgment and to fix their compensation, (11) to enter into contracts with the United States of America or the State of Oklahoma or their authorities and agencies; or with the City of Lawton or other political subdivisions of the State of Oklahoma; or with corporations, individuals, partnerships, associations, joint ventures, proprietary companies or entities in connection with acquisition,

construction, reconstruction, extension, improvement, leasing, purchasing and installing, equipping, maintaining, repairing, enlarging, remodeling, planning establishing, developing and administration of any property, improvements, buildings, equipment and facilities of every kind and nature, (12) to solicit, receive, and accept from any Federal or State agencies grants or loans for or in aid of the mission and purposes of the Trust and to solicit, receive and accept aid or contributions of money, labor, or other valuable things from any lawful source, public or private, (13) to provide funds for the cost of financing, acquiring, constructing, leasing; equipping; maintaining, repairing, improving, extending, enlarging, remodeling, holding, storing and administering any and all aforesaid properties, improvements, buildings, equipment, facilities, and all property (real, personal or mixed) needful for executing and fulfilling the Trust purposes as set forth in this Indenture and all other charges, and in doing so, to incur indebtedness as authorized and in accordance with applicable Oklahoma law, either unsecured or secured by all or any part of the Trust Estate and its revenues, and (14) to administer, manage, invest and expend funds coming into the hands of the Trustees as revenue- or otherwise, for the payment of indebtedness incurred by the Trustees on behalf of the Authority for the purposes specified herein, and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust Estate, and upon termination of the Trust as hereinafter provided, to distribute the rest, residue and remainder of the such funds to the beneficiary, the City of Lawton; and

WHEREAS, the City, through its governing body, had determined that the City should provide limited financial support to the Authority for the operation, management, administration, maintenance, equipping and design/construction of LYSA facilities [whether owned by the City or the Authority] consistent with the Trust Indenture, thereby promoting the goal of the establishment of high-quality youth athletic programs throughout the City; and

WHEREAS, the City, through its governing body, desires to provide limited financial support to the Authority for a new sports complex as approved by the registered voters of the City of Lawton at an election held on February 11, 2020, said support to be accordance with City Resolution 24-278; and

WHEREAS, the City further desires to provide limited support services to the Authority in addition to the financial support recited above.

NOW, THEREFORE, in consideration of the mutual obligations, covenants, terms, and conditions of the parties recited herein, the City and Authority agrees as follows:

CITY AGREES:

A. To provide to the Authority the sum of Four Hundred Fifteen Thousand Five Hundred Twenty and 00/100 Dollars (\$415,520.00) for "Support-Programs," which may include among other things, the operation, management, administration, maintenance, reconstruction and equipping of LYSA facilities during the 2025-2026 fiscal year. All expenditures of funds provided under this Agreement, including the funds listed in this paragraph and paragraphs B and C immediately below, will be in accordance with a budget proposed by the Authority and approved by the City Council as set forth in Exhibit "A" attached hereto and incorporated herein. Any amendments to the budget shall likewise require approval of the City Council. Claims for funds will be processed by the City and paid to the Authority in accordance with the City's policies and procedures for payment of contractual claims. Any claim submitted to the City must be presented in writing and verified. No account or claim may be paid by the City unless it has been reviewed and approved by designated

City staff. The Authority will only be reimbursed for budgeted funds properly documented and used in accordance with this Agreement. Any of the aforementioned Four Hundred Fifteen Thousand Five Hundred Twenty and 00/100 Dollars (\$415,520.00) funds included in the Authority's approved budget not expended during the 2025-2026 fiscal year will remain available for use by the Authority to be included in the Authority's budget for the following fiscal year, provided said funds will only be used for the stated purposes for which they were originally approved, unless a different purpose is approved in writing by the parties. Should the funds no longer be needed for the stated purposes, they will revert to the City for reallocation.

B. To make available to the Authority the sum of Two Hundred Seventy-One Thousand Nine Hundred Fifty-Seven and 97/100 Dollars (\$271,957.97) from CIP funds solely for the purchase or lease of real property to be the site of a new sports complex [i.e. sports complex] and/or the design of the sports complex. Resolution 24-278 designated monies to be used for a new sports complex ("CIP funds"). This \$271,957.97 is the remaining sum from a \$700,000.00 amount previously allocated to LYSA in a prior support agreement. The \$271,957.97 referenced herein will come from available funds in Section C(4) of Resolution 24-278. All expenditure of funds provided under this paragraph will be in accordance with Resolution 24-278. Any claim submitted to the City for payment from CIP funds must be presented in writing and verified. No account or claim may be paid by the City from CIP funds unless it has been reviewed and approved by designated City staff. Expenditures from CIP funds will be paid directly to the vendor, on behalf of the Authority, upon receipt of invoice provided that the invoice is an approved expenditure in accordance with Resolution 24-278. Any of the aforementioned \$271,957.97 funds included in the Authority's approved budget for the purchase or lease of real property to be the site of the sports complex and/or the design of the sports complex not expended during the 2025-2026 fiscal year will remain available for use by the Authority to be included in the Authority's budget for the following fiscal year, provided said funds will be used for the purpose stated herein, unless a different purpose is approved in writing by the parties. However, in all instances an approved purpose will be consistent with a purpose set forth in Resolution 24-278, or the most current version of the CIP resolution of intent currently in effect. Should the funds no longer be needed for the stated purpose or a purpose consistent with the current CIP resolution of intent, said funds will revert to the City and remain in the City's CIP fund until reallocated. Note: any change of purpose of these funds from the stated purpose herein requires written approval from the City.

C. To make available to the Authority through this amendment the sum of Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00) for land purchase/lease for the new sports complex and design of the sports complex. This \$550,000.00 is a sum previously awarded to LYSA in a prior support agreement that was not spent. The \$550,000.00 referenced herein will come from available funds in Section C(4) of Resolution 24-278. All expenditure of funds provided under this paragraph will be in accordance with Resolution 24-278. Any claim submitted to the City for payment must be presented in writing and verified. No account or claim may be paid by the City funds unless it has been reviewed and approved by designated City staff. Expenditures of funds under this paragraph will be paid directly to the vendor, on behalf of the Authority, upon receipt of invoice provided that the invoice is an approved expenditure in accordance with Resolution 24-278. Any of the aforementioned \$550,000.00 funds included in the Authority's approved budget for land purchase/lease and design of the sports complex not expended during the 2025-2026 fiscal year will remain available for use by the Authority to be included in the Authority's budget for the following fiscal year, provided said funds will be used for the purpose stated herein, unless a different purpose is approved in writing by the parties. However, in all instances an approved purpose will be consistent with a purpose set forth in Resolution 24-278, or the most current version of the CIP resolution of intent currently in effect. Should the funds no longer be needed for the stated purpose or a purpose consistent with the current CIP resolution of intent, said funds will revert to the City and (to the extent the City has reimbursed itself with CIP funds due to the transfer of \$550,000.00

from the City's general fund to the Authority) remain in the City's CIP fund until reallocated.

D. The Finance Director (or designee) will be responsible for monitoring compliance with the requirements for claims for payment submitted under this Agreement, to include monitoring payment of invoices by CIP funds to ensure invoices paid on behalf of the Authority with CIP funds are in accordance with Resolution 24-278. The Finance Director will promptly report in writing any possible non-compliance issues or any questions concerning an invoice to the City Manager and Chairperson of the Authority.

E. The City agrees to provide, through the office of the City Attorney, limited legal assistance to the Authority. This legal assistance shall be limited to oral and written advice on subjects and matters for which litigation is not anticipated. This limited legal service includes limited document review and preparation but does not include responses to federal, state or county government agency inquiries and other matters outside the limitations provided herein. The City Attorney's first and primary duty is to the City of Lawton, and if a conflict should arise between the City and the Authority, the City Attorney shall advise the Authority of his or his staff's inability to assist the Authority. If the area of assistance requested is not within the areas of knowledge of the members of the City Attorney's staff the City Attorney is not required to assist. In addition to the above limitations the City shall not provide legal assistance in the following areas:

- a. Preparation of documents needed for the prosecution or defense of actual or anticipated litigation.
- b. Preparation or review of grant application.
- c. Representation before any board, agency or court.
- d. Representation of or advice to the Authority on any issue occasioned by and or governed by the Oklahoma Governmental Tort Claim Act.

AUTHORITY AGREES:

A. To operate, manage, administer, maintain, and equip all LYSA facilities in a professional manner that is conducive to encouraging youth sports and promoting the best interests of the City. For purposes of this agreement, LYSA facilities will be limited to property owned, leased and/or maintained by LYSA.

B. To submit claims for reimbursement to be paid from the Four Hundred Fifteen Thousand Five Hundred Twenty and 00/100 Dollars (\$415,520.00) to the City of Lawton, in writing and in accordance with this Agreement. The Authority will only be reimbursed for budgeted funds, properly documented and used in accordance with this Agreement.

C. To submit invoices for payment to be paid from the Two Hundred Seventy-One Thousand Nine Hundred Fifty-Seven and 97/100 Dollars (\$271,957.97) allocated hereunder from CIP funds. The Authority will only be reimbursed for budgeted funds, properly documented and used in accordance with this Agreement. Invoices submitted as an approved expenditure, in accordance with Resolution 24-278, will be paid directly to the vendor, on behalf of the Authority.

D. To submit claims for reimbursement to be paid from the Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00) to the City of Lawton, in writing and in accordance with this Agreement. The Authority will only be reimbursed for budgeted funds, properly documented and used in accordance with this Agreement. Invoices submitted as an approved expenditure, in accordance with

Resolution 24-278, will be paid directly to the vendor, on behalf of the Authority.

E. The Authority shall cause to be prepared annually at the close of each fiscal year of the Authority an audit of the funds, financial affairs, and transactions of the Authority. Such audit is to be certified with an unqualified opinion of a certified public accountant. Such audit shall be prepared in accordance with the standards set by the Oklahoma State Examiner and Inspector. A copy of such annual audit shall be forwarded to the Oklahoma State Examiner and Inspector and placed on file in the office of the City Clerk of the Beneficiary within 90 days of the close of the fiscal year. Unless changed by Resolution of the Trustees, the fiscal year of the Authority shall be identical with the fiscal year of the Beneficiary. The Authority shall provide an official copy of the audit to the City of Lawton Director of Finance.

F. To submit to the Lawton City Council semi-annual reports which will include data on current and prospective programs in LYSA facilities, projects and activities undertaken during the reporting period, projects and activities planned to be undertaken during the following six-month period, and any other information which may be of interest to or requested by the Lawton City Council. Reports will be due to the Lawton City Council in January 2026 and July 2026.

G. To expend the Two Hundred Seventy-One Thousand Nine Hundred Fifty-Seven and 97/100 Dollars (\$271,957.97) of CIP funds solely in accordance with City Resolution 24-278. To expend Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00) solely in accordance with City Resolution 24-278.

H. To submit any request for funding and budgetary information for the following fiscal year to the Finance Director of the City of Lawton by April 1, 2026.

I. To comply with the Oklahoma Open Meetings Act for all meetings and to comply with the Oklahoma Competitive Bidding Act.

J. Unless waived by Lawton City Council in writing, Authority will follow City's purchasing policies as outlined in Chapter 10 of Lawton City Code and Administrative Policy 4-2.

K. The term of this Agreement will begin on immediately after approved by both parties and expire on June 30, 2026, whereupon the Agreement may be renewed upon the submission by the Authority of a proposed budget for the 2026-2027 fiscal year and approval by the City Council. The spending requirements/restrictions for any funds not spent by June 30, 2026, shall survive the term of this agreement and remain in effect until further modified in writing by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Agreement this _____ day of July 2025.

CITY OF LAWTON,
OKLAHOMA
A Municipal Corporation

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER,
CITY CLERK

LAWTON YOUTH SPORTS
TRUST AUTHORITY, a public trust,



BRIAN HENRY, CHAIR

ATTEST:



ALBERT JOHNSON, JR, SECRETARY

Lawton Youth Sports Trust Authority - Play Lawton

Fiscal 2026 Budget

Revenue

Leagues	\$ 175,187.00
Concessions	\$ 32,271.00
Youth Programming	\$ 10,150.00
Rentals	\$ -
Tournaments	\$ 19,400.00
Sponsorships	\$ 12,000.00
Other	\$ 859.00
McMahon Foundation Grant	\$ 650,000.00
McMahon Foundation Grant Prior Year Funding	\$ 50,000.00
COL Support - Facility Construction/Design	\$ 821,957.97
COL Support-Programs	\$ 415,520.00

Total Revenue \$ 2,187,344.97

COGS (Cost of Goods)

Leagues	\$ 91,952.00
Concessions	\$ 14,135.00
Youth Programming	\$ 3,425.00
Tournaments	\$ 9,387.00
Sponsorships	\$ 1,200.00
Other	\$ 997.00

Total COGS \$ 121,096.00

Expense

Administrative	\$ 41,251.00
Facility	\$ 81,962.00
Insurance	\$ 8,019.00
Marketing/Advertising	\$ 12,600.00
Salaries and Wages	\$ 225,576.00
Taxes	\$ 125.00
Program Expenses	\$ 15,842.00
ESM Management Fee	\$ 120,000.00
Contingency	\$ 18,916.00
LYSA Professional Services	\$ 20,000.00
McMahon Support for Construction/Equip	\$ 700,000.00
New Facility Construction/Design-COL Support	\$ 821,957.97

Total Expense \$ 2,066,248.97

Operating Income (Deficit) \$ -

Notes: McMahon Foundation Grant is restricted to construction/equipment for new facility, \$50,000 of these funds are from prior year funding. \$650,000 will be award in LYSTA FY 2025-26

Item Title:

Consider approving the First Amended Agreement for professional services between the City of Lawton and Collins, Zorn & Wagner, PLLC ("CZW") to represent the City and employees named in their official capacities in the pending case of Christopher Hartley vs City of Lawton, et al, CIV-24-153-J and authorize the Mayor and City Clerk to execute the Agreement.

Initiator: Timothy Wilson, Interim City Attorney

Information Source: Timothy Wilson, Interim City Attorney

Background:

At the February 13, 2024, city council meeting, the City Council approved the agreement between the City of Lawton and Collins, Zorn & Wagner, PLLC ("CZW"). This First Amended Agreement allows for CZW to retain, with prior written approval from the City Attorney, professionals to review evidence, and if requested, provide reports and potentially serve as expert witnesses. The City shall reimburse CZW for this expense.

Correlation to the True North Statement:**Exhibit:**

Original Agreement

First Amended Agreement

Key Issues:

N/A

Funding Source:

Legal Expense Account - 52030

Recommended Action:

Approve the First Amended Agreement for professional services between the City of Lawton and Collins, Zorn & Wagner, PLLC ("CZW") to represent the City and employees named in their official capacities in the pending case of Christopher Hartley vs City of Lawton, et al, CIV-24-153-J and authorize the Mayor and City Clerk to execute the Agreement.

ATTACHMENTS:

1. Original Agreement
2. First Amended Agreement

CONTRACT FOR PROFESSIONAL SERVICES

This Retainer Agreement ("Agreement") is made and entered into by and between the City of Lawton, Oklahoma, a municipal corporation ("City") and the law firm of Collins, Zorn & Wagner, PLLC ("CZW").

WITNESSETH:

In consideration of the mutual covenants and agreements hereinafter set forth, City and CZW agree as follows:

I.

COMMENCEMENT AND TERMINATION

1. This Agreement shall become effective on January 29, 2024, and shall remain in full force and effect through termination of the litigation subject to monies being appropriated to fund the Agreement beyond the City's current fiscal year(s). For purposes of this Agreement, "termination of the litigation" shall mean the resolution of the case at the trial court level.
2. This Agreement may be terminated before the end of the term:
 - a. By mutual consent of the City and CZW.
 - b. Thirty (30) days from the date written notice is received by either CZW or the City from the other.

II.

LEGAL SERVICES

1. CZW agrees to provide qualified attorneys for legal representation for the City and municipal employee(s) named in their official capacities in the pending case of Christopher Hartley vs City of Lawton, et al. In addition to representing the City and employees named in their official capacity, CZW agrees to represent James Smith who is named as a defendant in both his official and individual capacity. CZW agrees that its attorneys will perform all necessary legal services on behalf of City and/or municipal employee(s) defendants subject to the following conditions:
 - a. CZW shall obtain prior approval of the Lawton City Attorney of for any travel expenses in excess of \$500.00 or other single item expense in excess of \$1,500.00.
 - b. Whenever practicable, copying of depositions, transcripts or other case related documents shall be performed by the City Attorney's Office and provided to the City or the requesting party. The City may request administrative support from CZW on

an as needed basis.

- c. CZW and the City Attorney shall share legal research and discovery materials, so long as the interests of City and any municipal employee represented under this Agreement will not be prejudiced.
 - d. CZW shall maintain communication and coordinate with the City Attorney on all discovery and trial preparation regarding the defense of City or any municipal employee under this Agreement, so long as the interests of City and any such municipal employee will not be prejudiced.
 - e. CZW shall furnish copies of all pleadings to the City Attorney's Office if that office is not representing a party to the lawsuit.
 - f. CZW shall provide the actual trial counsel under this Agreement upon approval of the City Attorney.
 - g. In cases where CZW represents more than one defendant, signed waivers as to such representation must be obtained from each defendant and a copy of the waiver must be submitted to the City Attorney's Office in order to address any potential conflict.
 - h. CZW represents and warrants that all attorneys working on the above referenced case and pursuant to this Agreement are licensed to practice in Oklahoma and have been admitted to the United States District Court for the Western District of Oklahoma. Further, all attorneys working pursuant to this Agreement are covered by at least Five Million Dollars (\$5,000,000.00) in malpractice insurance.
2. Nothing contained in this Agreement is intended to, nor shall it, waive or otherwise alter the statutory or other requirements imposed on a municipal employee as a condition of such employee's right to have legal representation provided by City.
3. CZW'S services with regard to any municipal employee being defended by CZW under this Agreement shall cease upon the happening of either of the following event:
- a. At any time, the Lawton City Attorney determines that such municipal employee was not acting in good faith and/or a conflict of interest exists between City and the municipal employee, contingent upon the Court's approval of CZW'S withdrawal.

III.

FEES AND EXPENSES

1. To the extent that CZW performs necessary legal services for or on behalf of the City or any above-described municipal employee CZW is representing in this matter, City shall compensate CZW for such services at the following billing rate as follows:
 - (a) An hourly rate of one hundred seventy-five dollars (\$175.00) for the work of CZW Partners; (b) An hourly rate of one hundred and fifty dollars (\$150.00) for the work of CZW Associate Attorneys; (c) An hourly rate of sixty (\$60.00) dollars for the work of CZW Paralegals.
2. CZW shall prepare and submit itemized statements to City through the City Attorney's Office each month for legal services rendered during the preceding month.
3. In addition to amounts to be paid under Paragraph 1 of this Section, the City shall reimburse CZW in full for the reasonable cost of all investigative services deemed necessary by CZW at a rate of Fifty Dollars (\$50.00) per hour during the term of this Retainer Agreement, and subject to the conditions hereof Costs for investigative services shall be separately itemized on CZW'S monthly statement.
4. In addition to amounts to be paid under Paragraphs 1 and 3 of this Section, the City shall reimburse CZW in full for reasonable and necessary expenses such as court costs, travel and any other similar necessary expense items which are advanced by CZW during the period of this Agreement, and subject to the conditions hereof. CZW and City agree that CZW will be reimbursed at the rate following rates:
 - a. Photocopies at 10 cents per copy;
 - b. Travel mileage at the IRS approved rate of reimbursement for business use of an automobile.
5. With respect to investigative services, CZW agrees to obtain such services as are reasonable and necessary during the term of this Agreement.
6. If it appears that the cost of legal services or necessary expenses, as defined herein, will exceed the above-stated monetary limits, it is the intent of the CZW and City that a supplemental agreement be negotiated and executed to cover such services or expenses.

IV.

INDEPENDENT CONTRACTOR

CZW is an independent contractor and not an employee of City.

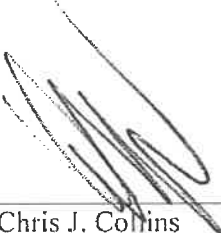
V.

HOLD HARMLESS

CZW shall defend, indemnify and save harmless City from any and all claims and causes of action against City for damages or injury to any person or property arising solely out of, or in connection with, the negligent performance or negligent acts of CZW or employees of same under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on multiple copies hereof on the days and dates reflected below.

Dated this 13th day of February 2024.



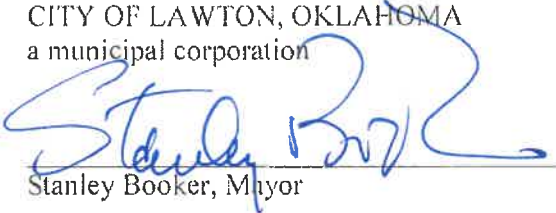
Chris J. Collins
Collins, Zorn & Wagner, PLLC
429 N.E. 50th Street, Second Floor
Oklahoma City, OK 73105
(405) 524-2070

CITY OF LAWTON, OKLAHOMA
a municipal corporation



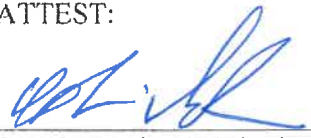
Timothy Wilson
Acting City Attorney

CITY OF LAWTON, OKLAHOMA
a municipal corporation



Stanley Booker, Mayor

ATTEST:



Donalynn Blazek-Scherler, City Clerk

CONTRACT FOR PROFESSIONAL SERVICES

This First Amended Retainer Agreement ("First Amended Agreement") is made and entered into by and between the City of Lawton, Oklahoma, a municipal corporation ("City") and the law firm of Collins, Zorn & Wagner, PLLC ("CZW").

WITNESSETH:

Except where specifically mentioned below, the original Agreement dated February 13, 2024, will in full effect.

III.

FEES AND EXPENSES

1. To the extent that CZW performs necessary legal services for or on behalf of the City or any above-described municipal employee CZW is representing in this matter, City shall compensate CZW for such services at the following billing rate as follows:
 - (a) An hourly rate of one hundred seventy-five dollars (\$175.00) for the work of CZW Partners; (b) An hourly rate of one hundred and fifty dollars (\$150.00) for the work of CZW Associate Attorneys; (c) An hourly rate of sixty (\$60.00) dollars for the work of CZW Paralegals.
2. CZW shall prepare and submit itemized statements to City through the City Attorney's Office each month for legal services rendered during the preceding month.
3. In addition to amounts to be paid under Paragraph 1 of this Section, the City shall reimburse CZW in full for the reasonable cost of all investigative services deemed necessary by CZW at a rate of Fifty Dollars (\$50.00) per hour during the term of this Retainer Agreement, and subject to the conditions hereof Costs for investigative services shall be separately itemized on CZW'S monthly statement.
4. In addition to amounts to be paid under Paragraphs 1 and 3 of this Section, the City shall reimburse CZW in full for reasonable and necessary expenses such as court costs, travel and any other similar necessary expense items which are advanced by CZW during the period of this Agreement, and subject to the conditions hereof. CZW and City agree that CZW will be reimbursed at the rate following rates:
 - a. Photocopies at 10 cents per copy;
 - b. Travel mileage at the IRS approved rate of reimbursement for business use of an automobile.
5. With respect to investigative services, CZW agrees to obtain such services as are reasonable

and necessary during the term of this Agreement.

6. In addition to the amounts to be paid under Paragraphs 1, 3 and 4 of this Section, CZW is, subject to prior written approval from the City Attorney, permitted to retain professionals to review evidence, and if requested provide reports and potentially serve as expert witnesses. City shall reimburse CZW for this expense.

7. If it appears that the cost of legal services or necessary expenses, as defined herein, will exceed the above-stated monetary limits, it is the intent of the CZW and City that a supplemental agreement be negotiated and executed to cover such services or expenses.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on multiple copies hereof on the days and dates reflected below.

Dated this _____ day of August 2025.

Chris J. Collins
Collins, Zorn & Wagner, PLLC
429 N.E. 50th Street, Second Floor
Oklahoma City, OK 73105
(405) 524-2070

CITY OF LAWTON, OKLAHOMA
a municipal corporation

Timothy Wilson
Acting City Attorney

CITY OF LAWTON, OKLAHOMA
a municipal corporation

Stanley Booker, Mayor

ATTEST:

Donalynn Blazek-Scherler, City Clerk

Item Title:

Consider authorizing Mayor Booker to sign an updated letter of engagement with Crawford and Associates for continued efficiency and benchmarking analysis and take action as deemed necessary.

Initiator: Stan Booker, Mayor

Information Source: Stan Booker, Mayor

Background:

In January 2025, the City Council authorized Mayor Booker to engage Crawford and Associates to conduct an efficiency study comparing the City of Lawton with six peer cities. This work directly supported the City's True North Culture Statement, specifically the value of "Efficiency," which commits the City to benchmarking against peer cities to improve operations.

Crawford and Associates has continued to support the City in this effort, and a new engagement letter is required for FY25-26 to continue this initiative. The updated engagement will allow for ongoing benchmarking, analysis of performance data, and professional consultation on recommended improvements.

This agenda item proposes authorizing Mayor Booker to sign the updated engagement letter with Crawford and Associates for the continuation of these services.

Correlation to the True North Statement:

Efficiency

Exhibit:

FYE 2026 Crawford Extension Letter; FYE 2025 Crawford Engagement Letter

Key Issues:

N/A

Funding Source:

Mayor and Council Prof & Technical Services Fund- Account 100-01-10-1001-000-52025. If approved, the total cost of this study is estimated to be less than \$25,000 and is a budgeted expense for FYE2026.

Recommended Action:

Authorize Mayor Booker to sign the updated engagement letter with Crawford and Associates for continued efficiency and benchmarking analysis.

ATTACHMENTS:

1. 2026 Addendum Letter for Additional Services
2. Lawton FY25 Eng Letter



July 14, 2025

Honorable Mayor and Members of the City Council
City of Lawton
212 SW 9th Street
Lawton, OK 73501

To the Honorable Mayor and Members of the City Council:

Crawford & Associates is pleased that the City of Lawton (the City) continues to express its confidence in our firm and our municipal government expertise through the request of this addendum letter.

The purpose of this addendum letter is to supplement our current contract dated May 28, 2025, with an addendum for additional requested services. The terms and conditions of our contract dated May 28, 2025, will apply to this addendum in its entirety.

The scope of additional accounting and consulting services requested to be provided at the current time include the following:

Gathering of certain demographic and financial data from cities similar to the City of Lawton in order to prepare a statistical analysis of the commonalities and differences between the City of Lawton and the comparable cities.

The City agrees to provide sufficient appropriation for all services requested prior to the services being performed. It is anticipated that the cost of this addendum will not exceed \$25,000.

The term of this addendum is a period from July 1, 2025 through June 30, 2026.

Acceptance

Please indicate your acceptance of this addendum by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records.

Respectfully submitted and agreed to by,

A handwritten signature in black ink, appearing to read "Frank Crawford", is written over a light blue circular background.

Frank Crawford, CPA
Crawford and Associates, P.C.

Accepted and Agreed to for the City of Lawton:

By: _____

Title: _____

Date: _____



May 28, 2025

Honorable Mayor and Members of the City Council
City of Lawton
212 SW 9th Street
Lawton, OK 73501

To the Honorable Mayor and Members of the City Council:

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

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

Scope of Services

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

Scope of Available Services

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

Initial Services Requested

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance

Services Related to the Preparation of Annual Financial Statements

You have requested that we prepare the annual financial statements of the financial reporting entity of the City of Lawton, Oklahoma for the year ended June 30, 2025. Such financial statements will include:

- a. Basic Financial Statements, including notes to the financial statements
- b. Required Supplementary Information
- c. Supplementary Information (to the extent management elects to include)
- d. Other Information (to the extent management elects to include)

Crawford & Associates' Responsibilities

The objective of our engagement is to prepare the annual financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARSs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARSs:

- a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements
- b. The prevention and detection of fraud
- c. To ensure that the entity complies with the laws and regulations applicable to its activities
- d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements

e. To provide us with:

- i. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
- ii. Additional information that may be requested for the purpose of the preparation of the financial statements, and
- iii. Unrestricted access to persons within the City of Lawton, Oklahoma, of whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Other Requested and Available Services

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

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

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

Access to Working Papers and Reports

Any working papers prepared by Crawford & Associates in connection with performing the financial statement preparation and other professional services are the property of Crawford & Associates. Upon request, copies of any or all working papers and reports that we consider to be nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities.

Fees and Costs

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

Standard Hourly Rates:

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

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. For purposes of purchase order preparation, we will be glad to provide you with an estimated range of fees and expenses upon request. The costs under the scope of this engagement letter will not exceed \$50,000, unless the City requests additional services outside the scope of this agreement, or substantial changes are made to the City's reporting entity or annual activity, or turnover of key staff at the City occurs, at which we will approach management and possibly the governing body at that time about possible adjustments to our fee range. In the event we complete FY 2025 prior to the end of FY 2026, we may begin interim preparations in the spring of 2026 to facilitate a more timely issuance of FY 2026's financial statements.

The term of this engagement is a period from July 1, 2025 through June 30, 2026. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

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

Acceptance

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

Respectfully submitted and agreed to by,



Frank Crawford
Crawford and Associates, P.C.

Accepted and agreed to for the City of Lawton:

By: _____

Title: _____

Date: _____



Item Title:

Consider ratifying the City Manager's temporary waiver of animal adoption fees at the Lawton Animal Welfare Center from July 12, 2025, through July 19, 2025, in response to the shelter exceeding its maximum capacity.

Initiator: John Ratliff, City Manager

Information Source: Rebecca Johnson, Director, Kristin Huntley, Deputy Director

Background:

Beginning July 12, 2025, the City Manager waived all fees associated with animal adoptions at the Lawton Animal Welfare Center, effective immediately through Saturday, July 19, 2025. This temporary measure was taken in response to a critical overcapacity issue, with the shelter housing over 80 animals beyond its maximum capacity.

The decision was made in an effort to mitigate the overcrowding and explore humane alternatives to euthanasia. In accordance with City policies, Council ratification is required for actions involving the waiver of fees.

Correlation to the True North Statement:

Efficiency

Exhibit:

None.

Key Issues:

Potential decrease in short-term revenue from adoption fees, offset by cost savings associated with reduced animal care expenses and avoided euthanasia procedures.

Funding Source:**Recommended Action:**

Ratify the City Manager's temporary waiver of animal adoption fees at the Lawton Animal Welfare Center from July 12, 2025, through July 19, 2025, in response to the shelter exceeding its maximum capacity.

ATTACHMENTS:

None

Item Title:

Ratification of City Manager's action to waive the park use fees for the Lawton Chamber of Commerce for its Community School Supply Drive event at Elmer Thomas Park on August 9, 2025.

Initiator: John Ratliff, City Manager

Information Source: John Ratliff, City Manager

Background:

The Lawton Chamber of Commerce has organized a Community School Supply Drive to be held on August 9, 2025, at Elmer Thomas Park. This annual event supports local students and families by providing essential school supplies in a community-oriented environment.

In recognition of the event's charitable nature and community benefit, the City Manager exercised administrative authority to waive applicable park use fees for this event.

Correlation to the True North Statement:

Everything we do is for the CITIZEN.

Exhibit:**Key Issues:****Funding Source:****Recommended Action:**

Staff recommends the City Council ratify the City Manager's waiver of the park use fees for the Lawton Chamber of Commerce's use of Elmer Thomas Park on August 9, 2025, for the Community School Supply Drive.

ATTACHMENTS:

None

Item Title:

Consider modifying the direction given to staff at the June 10, 2025 City Council meeting regarding the 320-acre tract of land located west of NW Goodyear Blvd/NW 97th Street and north of what would be the extension of W Gore Blvd, by directing staff to proceed with the administrative rezoning to the most appropriate zoning district(s), as determined by the Planning Director, to fit the needs of the proposed Firehawk Aerospace development, to include processing a Use Permitted on Review if necessary.

Initiator: Christine James, Director

Information Source: Christine James, Director, Richard Rogalski, LEDA Executive Director

Background:

After further discussion with Firehawk Aerospace and getting a better understanding of their intended use of the property, it has been determined that the entire 320-acre tract does not require I-4, Heavy Industrial zoning. Only a portion of the property would require the more intense I-4 zoning, allowing the remaining acreage to be zoned to less intense zoning that is more compatible with the adjacent land use. LEDA and the Planning staff will continue discussions with Firehawk to determine the most appropriate zoning for the property.

Correlation to the True North Statement:**Exhibit:**

N/A

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Modify the direction given to staff at the June 10, 2025 City Council meeting regarding the 320-acre tract of land located west of NW Goodyear Blvd/NW 97th Street and north of what would be the extension of W Gore Blvd, by directing staff to proceed with the administrative rezoning to the most appropriate zoning district(s), as determined by the Planning Director, to fit the needs of the proposed Firehawk Aerospace development, to include processing a Use Permitted on Review if necessary.

ATTACHMENTS:

None

Item Title:

Consider accepting the permanent utility and access easement from FSP Investments, LLC for property located at 1904 NW Cache Road for the water main and sidewalk project # PU2107, authorizing the Mayor and City Clerk to execute the document and payment for the same.

Initiator: Willie Whisenhunt, Director

Information Source: Willie Whisenhunt, Director, Cynthia Augustine, Real Property Coordinator

Background:

A permanent utility and access easement was required for the Cache Road water main and sidewalk project # PU2107. After negotiations with the property owner, the amount agreed upon for the easement from FSP Investment, LLC was \$15,000.

Correlation to the True North Statement:**Exhibit:**

Easement Document
Payment Agreement

Key Issues:

N/A

Funding Source:

Acct # 7050000-54020 DWSRF loan funding

Recommended Action:

Accept the permanent utility and access easement from FSP Investments, LLC for property located at 1904 NW Cache Road for the water main and sidewalk project # PU2107, authorize the Mayor and City Clerk to execute the document, and payment for the same.

ATTACHMENTS:

1. FSP Invest Easement
2. FSP Payment Agreement

PERMANENT UTILITY AND ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, **FSP Investments, LLC, an Oklahoma Limited Liability Company, 3150 NE 150th Street, Lawton, OKLAHOMA 73507**, of Comanche County, State of Oklahoma, hereinafter referred to as "Grantor", in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable considerations in hand paid, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey unto

CITY OF LAWTON, A MUNICIPAL CORPORATION, of 212 SW 9th STREET, LAWTON, OKLAHOMA 73501, Comanche County, State of Oklahoma, hereinafter referred to as "Grantee", its successors and assigns, a Permanent Easement for public access and sidewalk and utility right-of-way in, over, under, across and along, and upon the following described real property and premises situated in Comanche County, State of Oklahoma, to-wit:

See attached exhibit "A" and "B"

with the right of ingress and egress to and from the same for the purpose of installing, constructing, operating, maintaining, repairing and replacing in, over, under, through, and upon the real property adjacent to the said property as described a street, road, sewer line, a water line, drainage channel and any other public utility or utilities, along with the further right to operate, maintain, repair or replace the same.

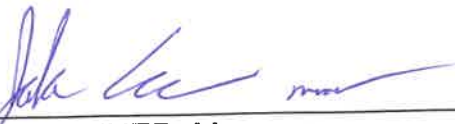
And,

with the right of ingress and egress to and from the same for the purpose of passage in, over, through, upon, maintaining, repairing and replacing the said property.

This easement will be used for various construction purposes that the Grantee, its employees, agents and contractors may determine are necessary for the execution of such work, including but not limited to storage and operation of construction equipment, stockpiling of materials, and for any other purposes associated with the construction work.

Signed and delivered this 11th day of June 2025.

FSP Investments LLC


JAKE CONNER, Manager

=====

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF COMANCHE)

Before me, the undersigned, a Notary Public in and for said County and State on this 11th day of June, 2025, personally appeared, **Jake Conner, Manager of FSP Investments LLC**, to me known to be the identical person 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 the day and year last above written.


Notary Public

My commission expires:

My commission number:



ACCEPTANCE

Accepted by the Lawton City Council for and on behalf of the City of Lawton,
Oklahoma, this _____ day of _____ 2025.

CITY OF LAWTON, OKLAHOMA
a municipal corporation

Stanley Booker, Mayor

ATTEST:

Donalynn Blazek-Scherler, City Clerk

APPROVED as to form and legality on behalf of the City of Lawton this _____ day
of _____ 2025.

Timothy Wilson, Acting City Attorney

EXHIBIT 'A'

LOT2 BLOCK22-PERM
LIBERTY HEIGHTS ADDITION, LAWTON, OKLAHOMA

LEGAL DESCRIPTION

PART OF LOT 2, BLOCK 22, LIBERTY HEIGHTS ADDITION TO COMANCHE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2, BLOCK 22, LIBERTY HEIGHTS ADDITION; THENCE S0°13'07"W A DISTANCE OF 15.00 FEET; THENCE N89°43'53"W A DISTANCE OF 54.34 FEET; THENCE N0°16'07"E A DISTANCE OF 15.00 FEET; THENCE S89°43'53"E A DISTANCE OF 54.33 FEET TO THE POINT OF BEGINNING, CONTAINING 815 SQUARE FEET, OR 0.02 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL ROYCE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY STATE THAT THE ABOVE MAP REPRESENTS A SURVEY PERFORMED IN THE FIELD AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS EXHIBIT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

BASIS OF BEARING

The Bearing Base shown are grid bearings and were derived using the North American Datum of 1988 (NAD83) Oklahoma South Zone, U.S. Feet. Legal Description prepared by or under the direct supervision of MICHAEL A. ROYCE PLS# 1627



MICHAEL ROYCE PLS# 1627
NO. CA 1487
EXP. 06/30/2023

SEE EXHIBIT 'B' FOR ASSOCIATED SKETCH

Project: **CACHE ROAD WATER MAIN - 2022**
Project Location: **LOT 2 BLOCK 22 LIBERTY HEIGHTS ADDITION
LAWTON, COMANCHE COUNTY, OKLAHOMA**
Client: **JACOBS ENGINEERING GROUP, INC.**

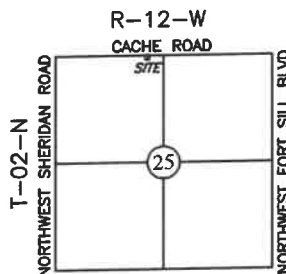
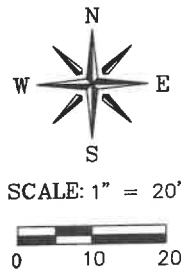
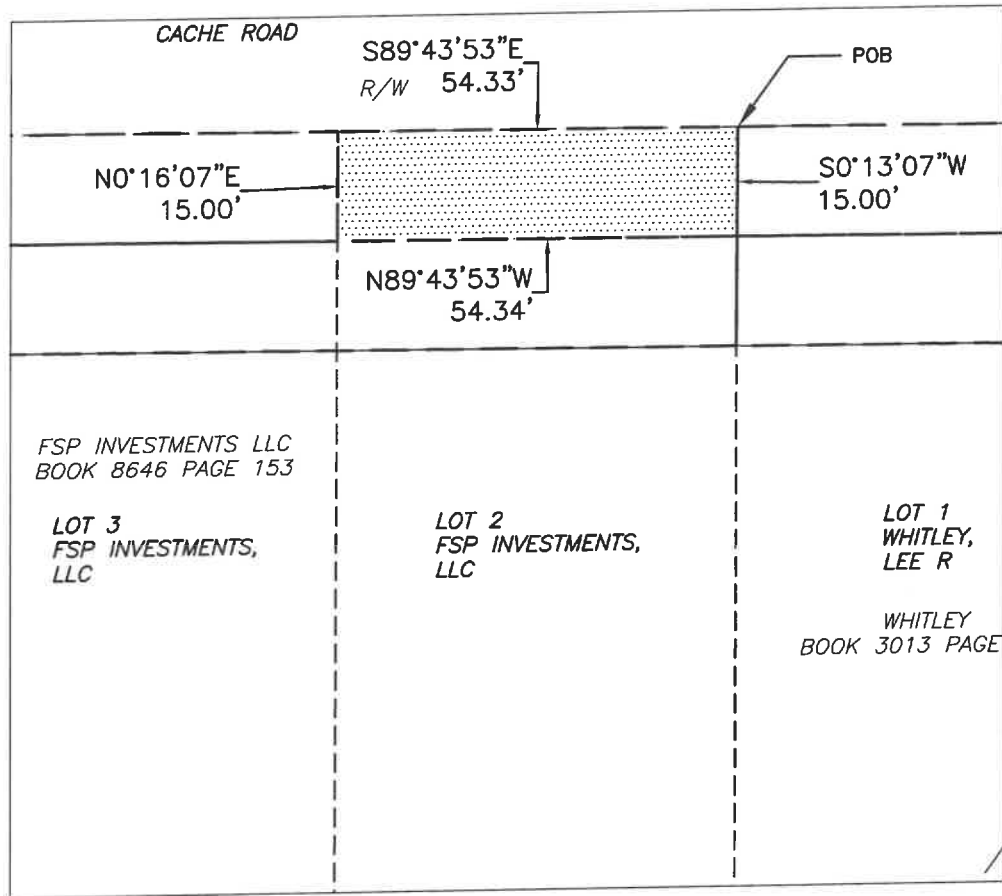
Surveyed By: **MAR**
Drawn By: **LAG**
Approved By: **MAR**
Date: **2023/01/20**
Scale:
Project No:

Meshek & Associates, LLC
1437 South Boulder Ave. #1550
Tulsa, Oklahoma 74119
CoA No. 1487
Expires June 30, 2023

SHEET NUMBER
1
1 OF 2

EXHIBIT 'B'

LOT2 BLOCK22 - PERM
LIBERTY HEIGHTS ADDITION, LAWTON, OKLAHOMA



SURVEY CONTROL DATA

Basis of Bearings: The Bearings Shown are derived from the North American Datum of 1988 (NAD83) and are Grid Bearings.

LEGEND

PERMANENT U/E
TEMPORARY CONSTRUCTION EASEMENT

LOT LINE
PARCEL LINE
ROW LINE
EASEMENT
BUILDING

See Exhibit 'A' for Associated Legal Description

Project: **CACHE ROAD WATER MAIN - 2022**

Project Location: **LOT 2 BLOCK 22 LIBERTY HEIGHTS ADDITION LAWTON, COMANCHE COUNTY, OKLAHOMA**

Client: **JACOBS ENGINEERING GROUP, INC.**

Surveyed By: **MAR**

Drawn By: **LAG**

Approved By: **MAR**

Date: **2023/01/20**

Scale: **1" = 20'**

Project No:

Meshek & Associates, LLC
1437 South Boulder Ave. #1550
Tulsa, Oklahoma 74119
CoA No. 1487
Expires June 30, 2023

SHEET NUMBER

2

2 OF 2

EXHIBIT 'A'

LOT3 BLOCK22-PERM
LIBERTY HEIGHTS ADDITION, LAWTON, OKLAHOMA

LEGAL DESCRIPTION

PART OF LOT 3, BLOCK 22, LIBERTY HEIGHTS ADDITION TO COMANCHE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, BLOCK 22, LIBERTY HEIGHTS ADDITION; THENCE S0°16'07"W A DISTANCE OF 15.00 FEET; THENCE N89°43'53"W A DISTANCE OF 57.32 FEET; THENCE N0°13'07"E A DISTANCE OF 15.00 FEET; THENCE S89°43'53"E A DISTANCE OF 57.33 FEET TO THE POINT OF BEGINNING, CONTAINING 860 SQUARE FEET, OR 0.02 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL ROYCE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY STATE THAT THE ABOVE MAP REPRESENTS A SURVEY PERFORMED IN THE FIELD AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS EXHIBIT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

BASIS OF BEARING

The Bearing Base shown are grid bearings and were derived using the North American Datum of 1988 (NAD83) Oklahoma South Zone, U.S. Feet. Legal Description prepared by or under the direct supervision of MICHAEL A. ROYCE PLS# 1627



MICHAEL ROYCE PLS# 1627
NO. CA 1487
EXP. 06/30/2023

SEE EXHIBIT 'B' FOR ASSOCIATED SKETCH

Project:

CACHE ROAD WATER MAIN - 2022

Project

Location: LOT 3 BLOCK 22 LIBERTY HEIGHTS ADDITION
LAWTON, COMANCHE COUNTY, OKLAHOMA

Client:

JACOBS ENGINEERING GROUP, INC.

Surveyed By: MAR

Drawn By: LAG

Approved By: MAR

Date: 2023/01/20

Scale:

Project No:

Meshek & Associates, LLC
1437 South Boulder Ave. #1550
Tulsa, Oklahoma 74119
CoA No. 1487
Expires June 30, 2023

SHEET NUMBER

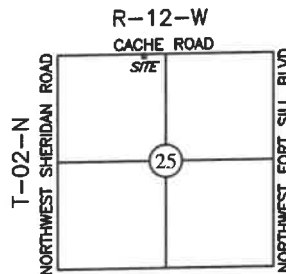
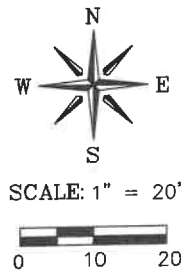
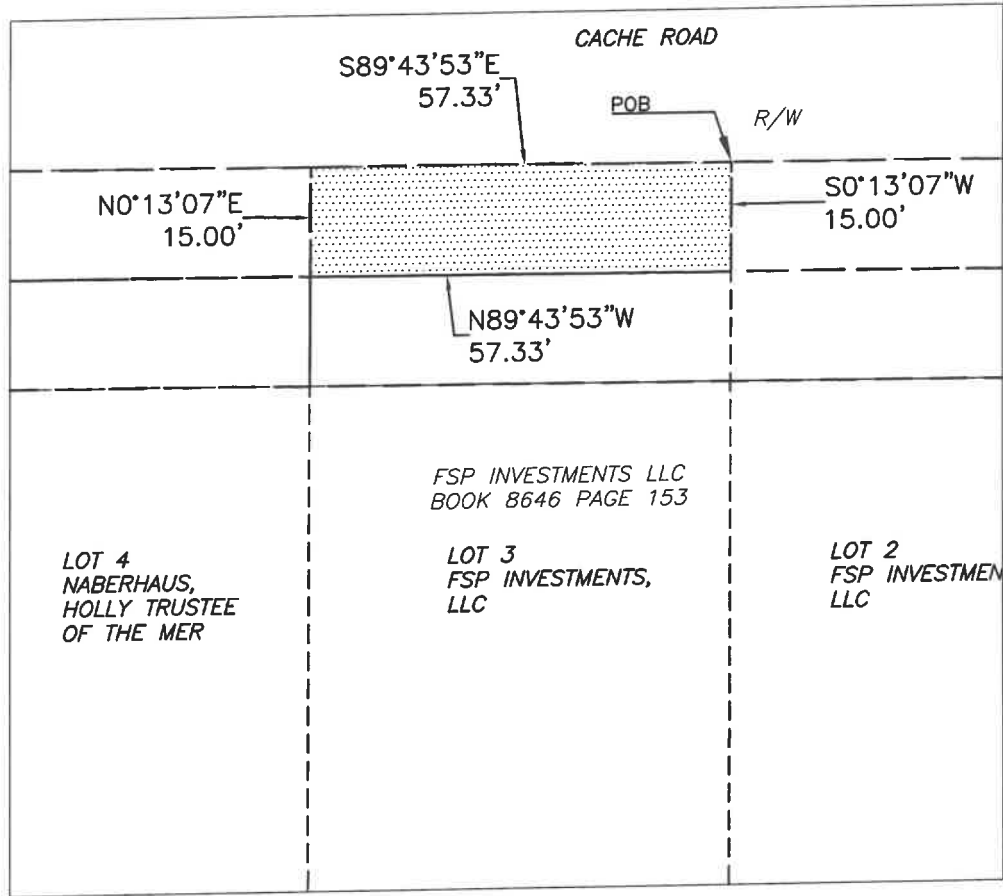
1

1

2

EXHIBIT 'B'

LOT 3 BLOCK22-PERM
LIBERTY HEIGHTS ADDITION, LAWTON, OKLAHOMA



SURVEY CONTROL DATA

Basis of Bearings: The Bearings Shown are derived from the North American Datum of 1988 (NAD83) and are Grid Bearings.

LEGEND

	PERMANENT U/E	LOT LINE	----
	TEMPORARY CONSTRUCTION EASEMENT	PARCEL LINE	----
		ROW LINE	----
		EASEMENT	----
		BUILDING	----

See Exhibit 'A' for Associated Legal Description

Project: **CACHE ROAD WATER MAIN - 2022**

Project Location: **LOT 3 BLOCK 22 LIBERTY HEIGHTS ADDITION LAWTON, COMANCHE COUNTY, OKLAHOMA**

Client: **JACOBS ENGINEERING GROUP, INC.**

Surveyed By: **MAR**

Drawn By: **LAG**

Approved By: **MAR**

Date: **2023/01/20**

Scale: **1" = 20'**

Project No:

Meshek & Associates, LLC
1437 South Boulder Ave. #1550
Tulsa, Oklahoma 74119
CoA No. 1487
Expires June 30, 2023

SHEET NUMBER

2

2 **SHEET OF** **2**



RIGHT-OF-WAY OR EASEMENT SUMMARY OF ACQUISITION

Project: Cache Road Waterline & Sidewalk Project

Parcel: Perm UE & Access Easement AND Temp Construction Easement

Property Address: 1904 NW Cache Road

Property Legal Description: Liberty Hgts Block 22 Lots 2-3

Property Owner(s): FSP Investments, LLC

Mailing Address: 3150 NE 150th Street Lawton OK 73507

PROPERTY OWNER(S) WILL EXECUTE AND SUBMIT TO THE BUYER, COL, THE FOLLOWING DOCUMENTS:

Perm Utility & Access Easement
Temp Construction Easement

FOR 1,675 sq ft
FOR 1,674 sq ft

ACQUISITION PRICE : \$15,000 DATE: 8-19-2024


PROPERTY OWNER

6/11/25
DATE


REAL PROPERTY COORDINATOR

8-19-24
DATE

Item Title:

Consider approving an easement for a 12" force main to be constructed on the Commissioners of the Land Office property located at SE Flower Mound Road and SE Woodlawn Road, authorizing the Mayor and City Clerk to execute the document, and issue payment for the same.

Initiator: Willie Whisenhunt, Director

Information Source: Willie Whisenhunt, Director, Cynthia Augustine, Real Property Coordinator

Background:

Public Utilities requested an easement from the Commissioners of the Land Office to run a 12" force main across the school land property. The force main take South East Water Treatment plant waste to the sanitary sewer main that goes to the Wastewater Treatment Plant. The Commissioners of the Land Office have agreed to grant an easement for \$34,200.

Correlation to the True North Statement:**Exhibit:**

CLO Easement and Payment Invoice

Key Issues:

N/A

Funding Source:

FAP Loan proceeds for the solids handling facility SEWTP

Recommended Action:

Approve an easement for a 12" force main to be constructed on the Commissioners of the Land Office property located at SE Flower Mound Road and SE Woodlawn Road, authorizing the Mayor and City Clerk to execute the document, and issue payment for the same.

ATTACHMENTS:

1. CLO Easement & Payment Invoice

COMMISSIONERS OF THE LAND OFFICE
STATE OF OKLAHOMA
EASEMENT

JAM
6/11/2025

Easement No. 10105
Account No. 101409, 101410, 101411

County: Comanche

THIS EASEMENT made and entered into the 11th day of June, 2025, by and between the Commissioners of the Land Office of the State of Oklahoma, Grantor, (CLO) and **City of Lawton (Grantee)** 212 SW 9th Street, Lawton, OK 73501-3944:

WITNESSETH: That in consideration of the sum of **thirty-four thousand two hundred dollars and no cents (\$34,200.00)**, the CLO by power vested in them by the Constitution and laws of the State of Oklahoma grant and convey unto the **Grantee** the right to the uninterrupted access and enjoyment of **Continuous Easement** for a **12" water line** only, covering land situated in **Comanche County, State of Oklahoma**, described as follows:

Commencing at the **SE/4 of the SE/4 SEC 16-1N-11WIM**; Thence **N89°47'47"W** along the South line of said **SE/4** a distance of **285.82 feet**; Thence **N00°03'02"E** parallel with the East line of said **SE/4** a distance of **87.07 feet** to the Point of Beginning; Thence **N89°47'53"W** a distance of **27.46 feet**; Thence **N43°03'19"W** a distance of **1720.55 feet**; Thence **N52°05'22"W** a distance of **2012.40 feet**; Thence **N20°43'16"W** a distance of **976.92 feet**; Thence **N89°59'44"E** a distance of **21.38 feet**; Thence **S20°43'16"E** a distance of **963.74 feet**; Thence **S52°05'22"E** a distance of **2008.36 feet**; Thence **S43°03'19"E** a distance of **1740.95 feet** to the Point of Beginning.

The easement described is shown on the attached PLAT and the plat is part of this Agreement. The easement is **285.82** in length and **20'** in width, containing **2.163 acres**, more or less.

NOTICE: No structures other than the appurtenances and line markers in fence rows may be placed upon or beneath the surface of the land under the terms and conditions of this Easement. The CLO, its surface lessees, successors and assigns reserve the right to use the surface for all purposes not inconsistent with the necessary servicing of the **water line**. After construction **Grantee** shall, in a timely and workmanlike manner, restore the land as near as is reasonable and possible to its condition immediately prior to construction, and according to the specifications of CLO's supervising Real Estate Management Specialist.

PROVIDED it is expressly agreed by **Grantee** that the granting of this easement does not permit **Grantee** to unreasonably interfere with the CLO, its surface lessees, successors and assigns in the exercise of its free and uninterrupted access, use and enjoyment of the premises. It is further understood by **Grantee** that unreasonable interference with the CLO's, its surface lessees', successor's and assign's free use and enjoyment of the premises shall constitute forfeiture of all of its right, title and interest in the property. Upon failure to show due cause as to why this agreement should not be cancelled for such interference, **Grantee** agrees to remove all of its property whether real, personal or both within thirty (30) days from the date of receipt of notice.

This Easement shall not be transferred in whole or in part except by operation of law while legal title to the land remains in the State without written approval of CLO and payment of transfer fee. Should **Grantee**, its successors, heirs or assigns cease to use the land for the purposes granted for a period of more than one (1) year, the same shall revert to the State of Oklahoma or its assigns, and all rights and privileges granted shall cease and terminate. It is understood and agreed that such cessation of usage of the above described premises for a period of one (1) year or more shall constitute abandonment. In consideration of the execution of this easement, **Grantee** does grant, bargain, sell and convey all of its right, title and interest in the premises to CLO, its successors and assigns, in the event of abandonment.

It is expressly understood and agreed **Grantee** shall settle with the surface lessee of the land for any damages to improvements and/or crops by reason of construction or use of the right-of-way or Easement, with the further understanding that the CLO is neither entitled to nor responsible for payment of the proceeds of such settlement.

IN WITNESS WHEREOF, the Commissioners of the Land Office of the State of Oklahoma have authorized this easement to be executed by their Secretary.

City of Lawton Representative

By _____
Dan Whitmarsh, Secretary
Commissioners of the Land Office

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

ACKNOWLEDGEMENT

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said county and state, personally appeared to me _____, known to be the person who executed the foregoing instrument as its _____ and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes set forth.

My Commission Expires:
Commission # _____

APPROVED as to form and legality

on _____

Signature: _____

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

ACKNOWLEDGEMENT

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said county and state, personally appeared to me Dan Whitmarsh, known to be the person who executed the foregoing instrument as its Secretary and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes set forth.

My Commission Expires:
Commission # _____

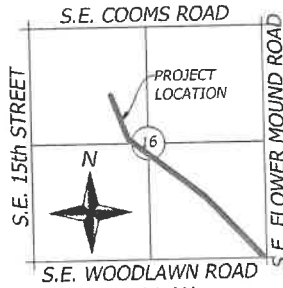
For Land Office Use Only
No. _____
Volume _____
Recorded _____ (Date)
By _____ (Records Clerk)

EXHIBIT

Northeast corner of the NE/4
Section 16 T1N-R11W, I.M.

S 00°03'16" W 2644.31'

Northeast corner of the SE/4
Section 16 T1N-R11W, I.M.



OWNER: SCHOOL LAND RESERVATION
APN: 160030086

OWNER: SCHOOL LAND RESERVATION
APN: 160030086

OWNER: SCHOOL LAND RESERVATION
APN: 160030087

N 52°05'22" W 2012.40'

20' Easement
94,229.08 Sq. Ft.
2.163 Acres

OWNER: SCHOOL LAND RESERVATION
APN: 160030086

0 250' 500'

1" = 500'
U.S. Survey Foot
Basis of Bearing
South Line of the SE/4
North 89° 47' 47" West
Per Oklahoma State Plane
Grid South

N 00°03'02" E 2642.78'

OWNER: KRIZ RUSSELL G
APN: 160010103

S 43°03'19" E 1740.95'

33' Statutory R/W

N 43°03'19" W 1720.55'

N 89°47'53" W 27.46'

P.O.B.

N 00°03'02" E 87.07'

N 89°47'47" W 285.82'

P.O.C.

Southeast corner of
Section 16 T1N-R11W, I.M.

Prepared By

GOLDEN LAND SURVEYING

4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
C.A. # 7263 / Exp. Date = 6/30/2026

Telephone: (405) 849-6010 Email: troy@goldenls.com

Drafted by: JP GLS Job No.: 251126
Plot Date: January 23, 2025

Sheet 1 Of 2

LEGEND

- SECTION CORNER
- QUARTER CORNER
- SET IRON PIN W/CAP
- SET MAG NAIL W/WASHER
- FOUND MONUMENT
- RIGHT OF WAY MARKER

- PROPERTY LINE
- LOT LINE
- EASEMENT LINE
- SECTION LINE

Filename: C:\JOBS\PROJECTS 2025\251126 CLO PLAT_LAWTON, OK_DRAFTING\DWG251126_LAWTON-CLO PLAT.DWG; Last Saved: 1/23/2025 8:56:06 AM; Plot Date: 1/23/2025; Login: JAMES PHELPS

EXHIBIT

G LEGAL DESCRIPTION

A tract of land lying in Section Sixteen (16), Township One (1) North, Range Eleven (11) West of the Indian Meridian, Comanche County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southeast corner the Southeast Quarter (SE/4) of said Section Sixteen (16); Thence N89°47'47"W along the South line of said SE/4 a distance of 285.82 feet; Thence N00°03'02"E parallel with the East line of said SE/4 a distance of 87.07 feet to the POINT OF BEGINNING; Thence N89°47'53"W a distance of 27.46 feet; Thence N43°03'19"W a distance of 1720.55 feet; Thence N52°05'22"W a distance of 2012.40 feet; Thence N20°43'16"W a distance of 976.92 feet; Thence N89°59'44"E a distance of 21.38 feet; Thence S20°43'16"E a distance of 963.74 feet; Thence S52°05'22"E a distance of 2008.36 feet; Thence S43°03'19"E a distance of 1740.95 feet to the POINT OF BEGINNING.

Containing 94,229.08 Sq. Ft. or 2.163 Acres, more or less.

Legal Description prepared on January 23, 2025 by Troy Dee, Registered Professional Land Surveyor No. 1745.

I, Troy Dee, herewith state that the above plat is a true and correct representation of a survey made on the ground, under my supervision Witness my signature and surveyors seal this 23 day of January, 2025.



Troy Dee
Troy Dee, PLS #1745
January 23, 2025

Prepared By
GOLDEN
LAND SURVEYING
4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
C.A.# 7263 / Exp. Date = 6/30/2026
Telephone: (405) 849-6010 Email: troy@goldenls.com
Drafted by: JP GLS Job No.: 251126
Plot Date: January 23, 2025

Sheet 2 Of 2

Filename: O:\0851\# PROJECTS 2025\251126 CLO PLAT_LAWTON_OK_DRAFTING\DWG\251126_LAWTON-CLO PLAT.DWG; Last Saved: 1/23/2025 8:56:06 AM; Plot Date: 1/23/2025; Login: JAMES PHELPS



Oklahoma Commissioners of the Land Office

Lockbox Account
P.O. Box 248896
Oklahoma City, OK 73124-
8896

(405)521-4000

Notice of Payment Due**

11139 - CITY OF LAWTON
103 SW 4TH ST
LAWTON, OK 73501
USA

Payor: 11139
Invoice: 43558
Invoice Date: 6/11/2025
Due Date: 6/11/2025

 Make payments online at <https://clo.ok.gov>, \$2.00 fee per payment, additional 2.25% fee on Credit/Debit card.

EASEMENT: 10105 6/2025	\$34,200.00
Total Due:	\$34,200.00

Retain this part for your records

Tear at dotted line above and return this part with your remittance

Make Remittance payable to: The Commissioners of the Land Office
Please Include the Lease Number and Contract Number on your Remittance

Payor: 11139
Invoice: 43558
Invoice Date: 6/11/2025
Due Date: 6/11/2025

EASEMENT: 10105

Oklahoma Commissioners of the Land Office
Lockbox Account
P.O. Box 248896
Oklahoma City, OK 73124-8896

11139 - CITY OF LAWTON
103 SW 4TH ST
LAWTON, OK 73501
USA

Please show any permanent address changes to address above

EASEMENT: 10105 6/2025	\$34,200.00
Total Due:	\$34,200.00

**If payment has already been made please disregard this invoice.

Item Title:

Receive a traffic report and consider the installation of traffic-control measures in the form of stop signs at 6414 NW Elm Ave.

Initiator: Randy Warren, Councilman - Ward 8

Information Source: Michael Watrous, Director

Background:

This report summarizes conditions on the road segment on NW Elm Ave that was requested for Public Works to study by Councilmember Warren on April 2nd, 2025. This request was presented to the Streets and Bridges Committee on July 1st, 2025 and the committee elected to forward it to council without a formal recommendation.

Staff Recommendation - Stop Signs

Councilmember's recommendation - Stop Signs

Correlation to the True North Statement:

Citizen, Transparency, Efficiency, Safety

Exhibit:

Traffic Study and Recommendations

Key Issues:

Does not meet the minimum requirements set forth for traffic-calming in Council Policy 10-5 (-2 MPH vs +8MPH average above the speed limit requirement)

Funding Source:

FY 26 Streets and Traffic Control Repair and Maintenance - \$1,115,056 current balance

Recommended Action:

Staff Recommendation - Stop Signs; Councilmember's Recommendation - Stop Signs

ATTACHMENTS:

1. NW Elm Neighborhood Traffic Calming Report

City of Lawton

Department of Public Works



Neighborhood Traffic Calming Report

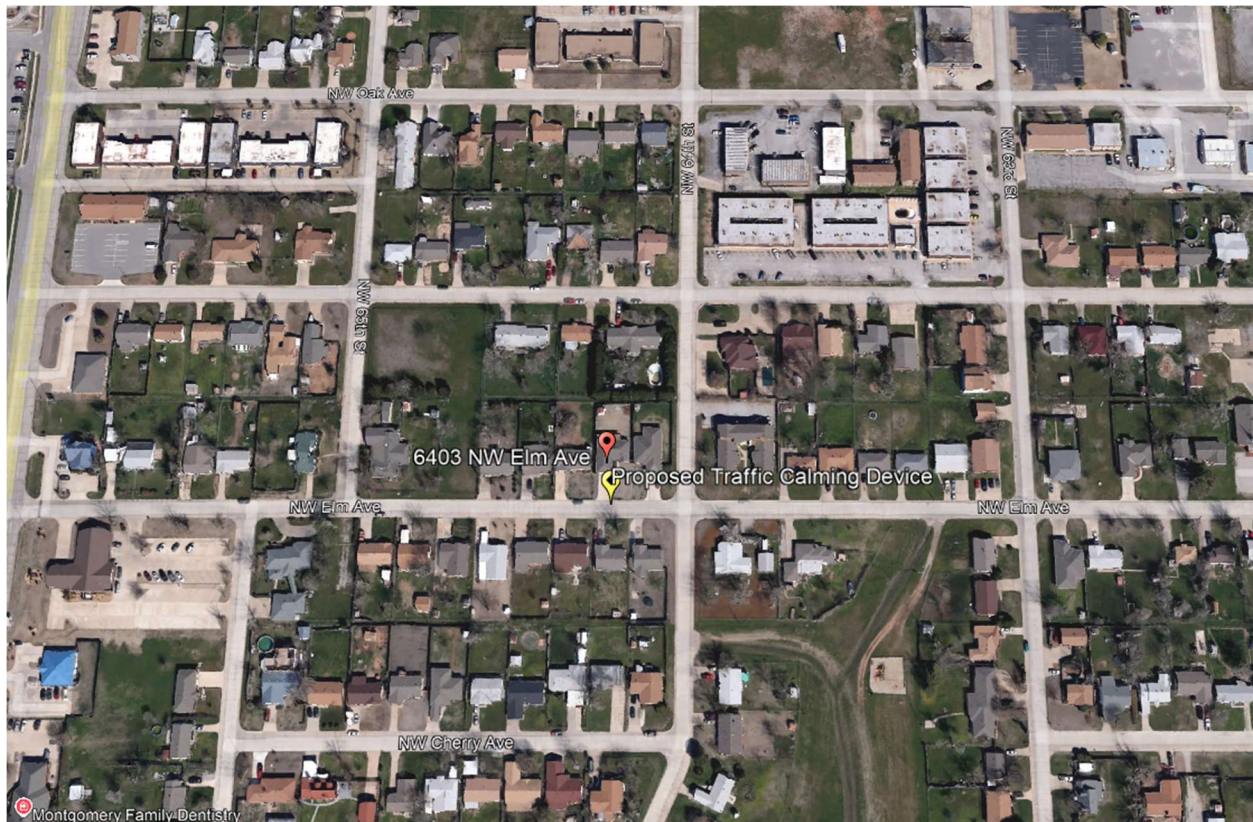
NW Elm Ave

Ward 8

Executive Summary

This report summarizes conditions on the road segment on NW Elm that was requested for Public Works to study by Citizens on March 27th, 2025. In this report, the conditions of the roadway, such as speed and traffic flow are presented, as well as traffic calming options that were reviewed and recommendations for each type of measure. This study utilized the 2 sets of criteria outlined in Council Policy 10-5 as a basis for recommendations.

Location of Request



Based on the information gathered on the area, Public Works does not recommend any measures be enacted. The location does not meet the council policy threshold for the average vehicles per day (91% of the action threshold), and at only 33 vehicles measured, there is not a significant amount of vehicles traveling at excess speeds to warrant the cost of traffic control measures on the segment. Is traffic calming is requested by the councilmember, other options are available in the last section of this report in order of Public Works recommendations for the specific area.

Councilmembers Recommendation

Initial Qualification Criteria

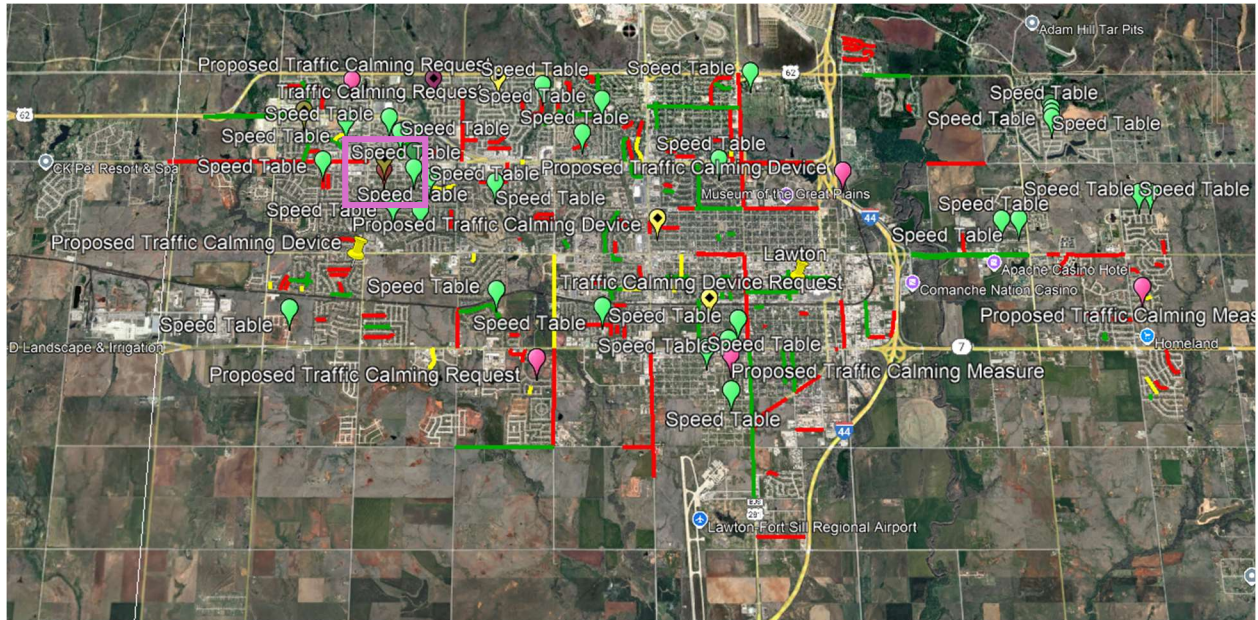
Council Policy 10-5 outlines the following criteria be met before time and resources are spent reviewing the request. This request meets all of the criteria outlined in the policy, listed below:

- The same or similar request hasn't been rejected in the past 10 years
- Road is not planned for major work (rehabilitation, reconstruction) within the next 2 years
- Is not on a roadway with a speed limit of 40 MPH or higher (Arterial)
- Will not interfere with major public or emergency services
- No other traffic measures are in place that deem the request as highly unlikely to meet speed criteria

Traffic Calming Initial Criteria

Criteria	Met/Not Met	Comments
The same or similar request hasn't been rejected in the past 10 years	Met	No record of this request being rejected is on file.
Road is not planned for major work (rehabilitation, reconstruction) within the next 2 years	Met	This section of road is not currently listed on the 105 in '25 list. Additional future years plans are being created but were not available at the time of this study.
Is not on a roadway with a speed limit of 40 MPH or higher (Arterial)	Met	This section has a speed limit of 25 MPH and is not on an arterial section of roadway.
Will not interfere with major public or emergency facilities	Met	None noted
No other traffic measures are in place that deem the request as highly unlikely to meet speed criteria	Met	No other traffic measures are in place in this neighborhood.

Locations of Planned Road Construction and Approved and Requested Traffic Calming Measures, Citywide



Speed Tables Installed			
Ward	Total Installed	FY Installed	FY- Being Processed
1	3	2	2
2	2	2	0
3	3	3	0
4	8	6	1
5	2	0	2
6	4	2	2
7	4	3	5
8	5	2	4

Speed Study

A speed study was performed on the area to determine traffic conditions so that the best recommendation is made for the roadway and citizen concerns. The City of Lawton Public Works Department conducted a traffic study on 5 June 2025, gathering a 24-hour period of data for the requested location. This study evaluated the traffic speed and Average Daily Traffic (ADT) in this location, using Lawton City Council Policy 10-5: Neighborhood Traffic Calming Procedures as guidance. This policy was created based on generally accepted traffic engineering standards for the placement of speed tables.

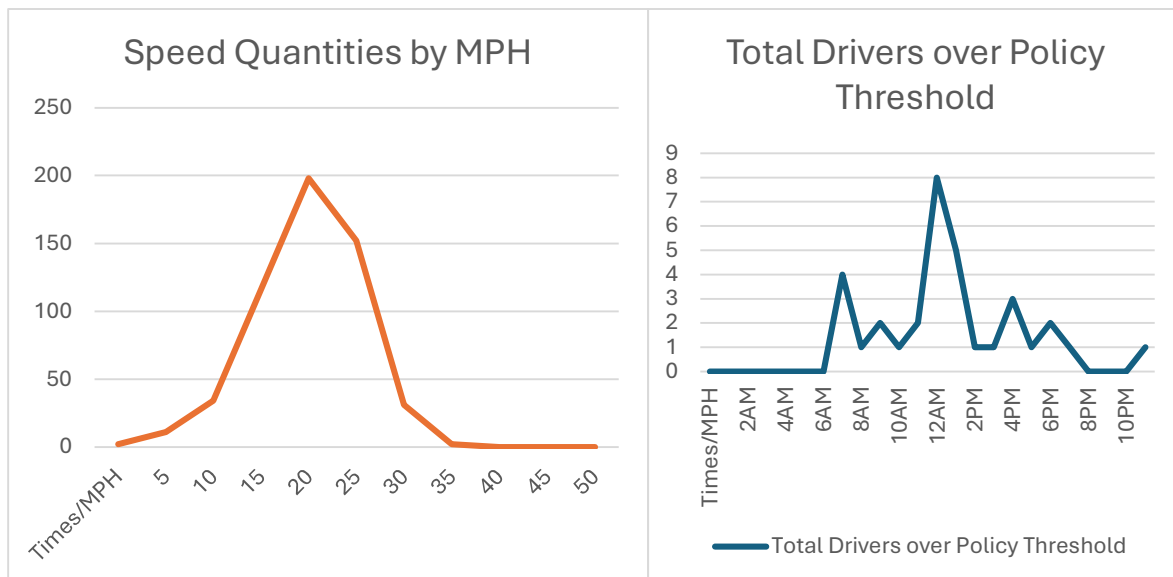
To make a recommendation, data is used from the following nationally recommended standards for speed table implementation, as well as the physical geography and roadways of the area

- 85th percentile speed $\geq$ 8 mph over the posted speed limit
 - Criteria was not met, with an average speed of 22.5 MPH, which is at or under the (typical) speed limit for the roadway.
- ADT > 600 vehicles/day (vpd)
 - Criteria was not met, with 546 vehicles per day.

Location Specific Data

Street	Location	Median Speed	Average Speed	85 th Percentile Speed	Posted Speed Limit	8 MPH above the posted speed	24-Hour Traffic Count
NW Elm Ave	Between NW 64 th and NW 65 th Streets	22.8 MPH	22.5 MPH	28.4 MPH	25	33	546
Does Not Meets Recommended Standard				Meets Accepted Criteria			

Quantity of Speeds Recorded

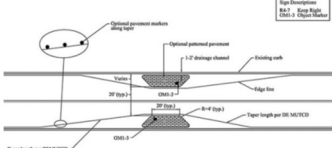
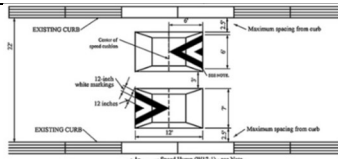
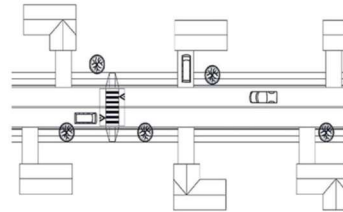
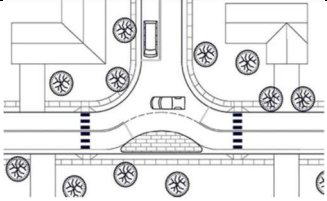


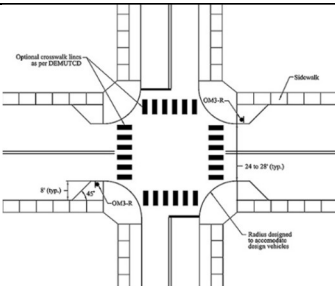
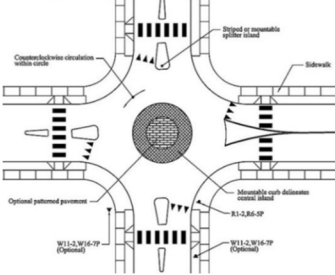
The average speed in the area is 22.5 MPH, with a median speed of 22.8 MPH and a 85th percentile speed of 28.4 MPH. This is well below the threshold of the policy and generally accepted standards for traffic calming, with 33 vehicles out of 546 counted (6%) being above the 33 MPH standard. Note that the sensor will “hit” on vehicles with double axels, trailers, etc., showing their speed as higher than what is occurring, so it is likely that the number of speeding vehicles is below the number shown.

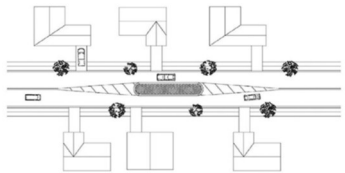
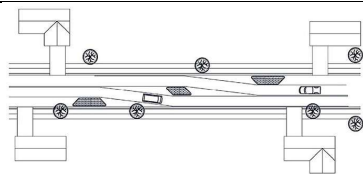
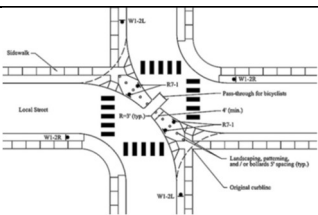
Traffic Calming Devices Reviewed

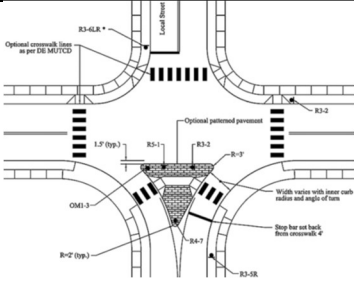
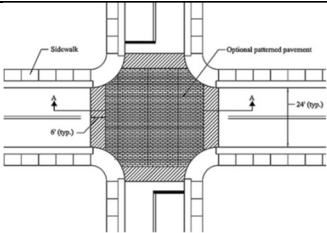
The below traffic calming measures were reviewed during this study. These measures are listed in order of Public Works recommendation. Recommendations do **NOT** consider the resources (time/money) needed to implement the measure and may be a factor to consider for the Streets and Bridges Committee or City Council.

Calming Measure	Illustration	Comments	Recommendation Order
Stop Signs		Placing a 3-way stop sign at NW 65 th and NW Elm would have the best effect. Stop signs generally force vehicles to slow down the same as a speed table, but is easier to maintain. In addition, this intersection is currently an open intersection with no signage.	1
Chicane		A chicane causes vehicles to perform an “S” maneuver, better known as a chicane. This abrupt change in directions causes drivers to slow down. This solution can be implemented between NW 64 th and NW 65 th streets.	2

Choker		The horizontal deflection causes vehicles to slow down. This solution can be implemented between NW 64 th and NW 65 th streets.	3
Speed Cushion		Speed cushions are designed to keep traffic at 20-25 MPH. This is preferred over a speed table as the road is a thoroughfare for emergency vehicles responding from one area to another, which typically results in a delay of response 5.7 to 9.4 seconds per speed table.	4
Speed Table/Raised Crosswalks		Speed tables are designed to keep traffic at 25-27 MPH. Speed cushions are recommended over speed tables when possible to allow better emergency vehicle access.	5
Realigned Intersection		The horizontal deflection causes drivers to slow down. This measure can be placed on NW 65 th street with effect.	6
Increased Enforcement		Speeding vehicles occur at all hours, making this a less desirable option.	7

Radars Speed Signs		Radar speed signs show drivers their current speed. This serves as a reminder to those that are speeding of the speed limit and prevents “honest” drivers from speeding.	8
Corner Extension		Placing corner extensions reduces lane width, slowing traffic. This measure can be installed on NW 64th street, however since a stop sign already exists here, would have little effect.	9
Mini Roundabout		Similar to a traffic circle, a mini roundabout’s center differs by being traversable. This can be installed on NW 64th street and Elm, however, since a stop sign already exists here, would have little effect.	10
Traffic Circle		Similar to a mini roundabout, this is designed for local streets, but the center of a traffic circle is not traversable. Mini roundabouts are preferred on narrow local streets to allow better movement for larger vehicles, like school busses and fire	11

		engines. This is not a preferred option however since a stop sign already exists here and would have little effect.	
Speed Hump		This measure is designed to keep traffic between 25 MPH and 35 MPH, which is over the speed limit of the area and is not recommended.	12
Median Island		Due to the driveways on this road segment, this method would result in unnecessary disruption for residents but is feasible.	13
Lateral Shift		Due to the driveways on this road segment, this method would result in unnecessary disruption for residents but is feasible.	14
Closure		Closing one direction of travel on this road is a feasible option but would likely result in a major inconvenience for citizens in the area.	15
Diagonal Diverter		This measure diverts traffic from going straight, slowing traffic and interrupting through traffic, primarily. This measure would have no noticeable effect as stop signs already exist at NW 64 th where this measure is targeted for.	16

Median Barrier/Forced Turn Island		This measure diverts traffic from going straight, slowing traffic and interrupting through traffic, primarily. This measure would have no noticeable effect as stop signs already exist at NW 64 th where this measure is targeted for.	17
Raised Intersection		This is typically used for an intersection with high pedestrian numbers. This measure would have no noticeable effect as stop signs already exist at NW 64 th where this measure is targeted for.	18
Roundabout		This is a larger option that would require acquiring land and is not necessary for the size of vehicles in the neighborhood. This measure would have no noticeable effect as stop signs already exist at NW 65 th where this measure is targeted for.	19
Increased Fine Zone		This is an option, but is usually only implemented if increased enforcement is selected as a measure and the amount of speeding traffic is overwhelming for law enforcement.	20

Speed Limit Reduction		The speed limit is at the default speed limit for residential streets and lowering it is not recommended	N/A
Road Diet		This measure restricts lane widths, which do not exist on this segment of roadway.	N/A
On-Street Parking		On-Street parking is currently allowed.	N/A
Decoratively Painted Crosswalks		No painted crosswalks are in this study area	N/A

Item Title:

Consider determining the actual costs of the dismantling and removal of dilapidated buildings and other expenses that may be necessary in conjunction with same by approving invoices for demolition of properties as required by 11 O.S. § 22-112.4 for properties located at 1609 SW Douglass Avenue and 511 SW Monroe Avenue.

Initiator: Larry Parks, Director

Information Source: Jonathan Jernigan, Neighborhood Services - Supervisor

Background:

This is in accordance with the True North Culture Statement for a Safe Community. We will be relentless in our efforts to provide a safe environment for our citizens to thrive. State Statute requires that the governing body determine the actual cost of the dismantling and removal of dilapidated buildings and any other expenses that may be necessary in conjunction with dismantling and removal of the building, including the cost of notice and mailing. This has not been done in the past and was recently discovered during a recent re-review of the State Statute.

Budget Lawn & Tree Service dated 7/1/2025 in the amount of \$3,495.00 for 1609 SW Douglass Avenue

Budget Lawn & Tree Service dated 7/8/2025 in the amount of \$1,950.00 for 511 SW Monroe Avenue

Correlation to the True North Statement:

Safe Community

Exhibit:

Invoice

Key Issues:

To approve payment of invoice(s)

Funding Source:

Neighborhood Services Abatement and Demolition Funds

Recommended Action:

Approve invoices for demolition of properties as required by State Statute 11-22-112.4 for properties located at 1609 SW Douglass Avenue 511 SW Monroe Avenue.

ATTACHMENTS:

1. Invoices

Budget Lawn and Tree Service

5904 Eisenhower Drive

Lawton, OK 73505

Ph: 678-2599

INVOICE

Invoice Date

7-1-25

To:

City of Lawton

Completed	Description	Amount Due
6/27/25	Demolition: 1609 SW Douglass Ave	# 3495 ⁰⁰
	<i>I thank you Daniel</i>	

IF MAKING PAYMENT PLEASE SEND TO:**Budget Lawn and Tree Service**

5904 Eisenhower Drive

Lawton, Ok. 73505

Budget Lawn and Tree Service

5904 Eisenhower Drive

Lawton, OK 73505

Ph: 678-2599

INVOICE

Invoice Date

7-8-25

To:

City of Lawton

Completed	Description	Amount Due
7-7-25	DEMOLITION : 511 SW MONROE AVE	\$ 1950 ⁰⁰
Thanks you 😊		

IF MAILING PAYMENT PLEASE SEND TO:

Budget Lawn and Tree Service

5904 Eisenhower Drive

Lawton, Ok. 73505

Item Title:

Consider approving claims lists from June 19, 2025 through July 10, 2025.

Initiator: Rebecca Johnson, Director

Information Source: Rebecca Johnson, Director

Background:

In accordance with Section 10-1-126 of the City of Lawton Code of Ordinances, the process for reviewing, approving, and reporting the payment of invoices is designed to ensure compliance with all applicable laws and policies. Invoices that meet all requirements under state and local regulations are approved for payment on a weekly basis. To maintain transparency and accountability, a list of all invoices proposed for payment is distributed to the city manager, city clerk, and internal auditor at least 24 hours before payments are issued. This list is also made available for review by the city council and the public in the city clerk's office. Additionally, the finance director provides the city council with a comprehensive list of all invoices paid since the last council meeting. This ensures council members are informed of financial transactions and can address any concerns or exceptions. The attached claims list complies with these procedures and is submitted for council review as part of the regular agenda.

Correlation to the True North Statement:

Transparency and Trust.

Exhibit:

Claims List are on file in the City Clerk's Office.

Key Issues:

None.

Funding Source:

Documented Separately on the Claims Lists.

Recommended Action:

Consider approving the Claims Lists from June 19, 2025 through July 10, 2025.

ATTACHMENTS:

None

Item Title:

Consider approving appointments to boards and commissions.

Initiator: Stan Booker, Mayor

Information Source: Tammy Branstetter, Senior Deputy City Clerk, Donalynn Blazek-Scherler, City Clerk

Background:

It is recommended that the persons nominated as shown be approved for appointments to the following boards and commissions:

FISTA DEVELOPMENT TRUST AUTHORITY:

Doug Stephens – Mayoral Appointment
1110 NW St James Place
Lawton, OK 73505
UT 08/24/2027

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

Proposed appointments

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Approve the appointments to boards and commissions.

ATTACHMENTS:

1. Board Appointments- 07.22.2025



Office of the Mayor

212 S.W. 9th Street
Lawton, Oklahoma 73501
(580) 581-3305

July 22, 2025

FISTA DEVELOPMENT TRUST

AUTHORITY:

Doug Stephens – Mayoral Appointment
1110 NW St James Place
Lawton, OK 73505
UT 08/24/2027

Item Title:

Consider receiving a presentation from Public Service Organization Family Promise and approving a Community Housing Development Organization (CHDO) Project for the acquisition and rehabilitation of building and property located at 1308 SW D Ave.

Initiator: Charlotte Brown, Deputy Director

Information Source: Gary Brooks, Community Development - Administrator

Background:

Family Promise is the only CHDO that operates within the City of Lawton, and they have an agreement that expired June 30, 2025, with the City of Lawton for a 5 unit project for \$300,000. This proposed project will be included into a new agreement in the amount of \$540,000 total. The property is currently listed at \$110,000, with the potential to be negotiated down to \$95,000. A prior contractor's estimate for full renovation is \$365,000, bringing the total project cost to approximately \$460,000. In comparison, our current CHDO contract allocates \$300,000 for 5 units, or \$60,000 per unit. Redeveloping The Landings would allow us to complete 11 units at just over \$41,800 per unit, creating more than double the number of units for a comparable cost per unit while consolidating services and management at a single site. HOME Grants have CHDO set-aside funding dating back to 2017 that can only be spent on CHDO projects. The CHDO will be acquiring the property similar to the MIGHT program acquiring the old Elementary School for the Day Center.

Correlation to the True North Statement:**Exhibit:**

1308 SW D Ave. CHDO Proposal, County Report, County Treasurer, Family Promise 2024 CHDO Operating Expense Agreement

Key Issues:

City of Lawton's need for transitional Housing for those that are homeless or at risk of homelessness.

Funding Source:

\$540,000 FFY 2017 -2024 HOME Entitlement Grant

Recommended Action:

Consider and approve the proposed CHDO Project.

ATTACHMENTS:

1. signed 2024 CHDO Agreement
2. 1308 SW D Chdo proposal
3. 1308 SW D County Report
4. 1308 SW D Tax County Treasurer

5. 1308 SW D

AGREEMENT FOR OPERATING EXPENSE FUNDS FOR A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION

WHEREAS, the City of Lawton deems it desirable to enter into an Agreement with Family Promise of Lawton, Inc. for the purpose of providing operating expense funds to develop affordable housing projects for low-income families;

NOW, THEREFORE, in consideration of the payment to be made by the City of Lawton to Family Promise of Lawton, Inc., the services to be performed by Family Promise of Lawton, Inc., and the mutual obligations of the parties herein, the parties mutually agree as follows:

This Agreement is made and entered into this 17th day of ~~September~~ ^{October}, 2024, by and between the City of Lawton, Oklahoma, a Municipal Corporation, having a principal place of business at 212 SW 9th Street, Lawton, Oklahoma 73501, hereinafter referred to as "CITY", and Family Promise of Lawton, Inc., an Oklahoma Not-for-Profit Corporation, having a principal place of business at 901 SW 7th Street, Lawton, Oklahoma 73501, hereinafter referred to as "CHDO", for the purpose of providing operating expense funds to develop affordable housing projects for low-income families.

1. AVAILABILITY, FUNDING AND USE OF HOME PROGRAM FUNDS

A. All payments to the CHDO contemplated by this Agreement are to be made only from HOME Program funds made available to CITY by the U.S. Department of Housing and Urban Development (HUD) for use in the HOME Program. Notwithstanding any other provisions of this Agreement, payments to be made to the CHDO pursuant to this Agreement are subject to the continued availability of such HOME Program funds. The CITY shall be the final authority as to the availability of HOME Program funds.

B. This Agreement provides CHDO operating expense funds in accordance with 24 CFR §92.208 for the reasonable and necessary costs for the operation of the CHDO.

C. The CHDO is receiving HOME Program funds in the form of a grant. The CHDO is receiving HOME Program CHDO operating expense funds under this Agreement.

D. In consideration for the tasks to be performed by the CHDO under the terms of this Agreement, the CITY shall allocate to the CHDO an amount of operating expense funds not to exceed Forty thousand Dollars and Zero Cents (\$40,000.00).

(1) CHDO agrees that all expenditures of HOME Program funds provided to the CHDO by the CITY pursuant to this Agreement shall be made solely in accordance with the budgets set forth below and may only be revised in writing by the CITY.

(2) It is expressly understood that the CHDO may not initiate any action that would require an increase in the allocations provided in this Agreement. The CHDO shall submit a written request for any increase in the allocations. The CITY must authorize and approve requests for any additional funds.

(3) CHDO shall in a satisfactory and proper manner, as determined by the CITY, undertake applicable operating tasks for the requirements described below utilizing operating

expense funds in accordance with the budget below.

a. Research, identify and request any available private funds and/or HOME Program set-aside funds for the acquisition and construction and/or rehabilitation of five (5) single-family affordable housing units.

b. Identify five (5) properties within the City of Lawton on which to construct and/or rehabilitate single-family affordable housing.

c. Acquire no less than five (5) single-family properties.

d. Conduct title search of each property to ensure a marketable title is available absent of liens and/or other encumbrances.

e. Prepare construction plans or rehabilitation work write-ups with cost estimates for each unit.

f. Select licensed contractors to perform the construction of each unit if licensed contractors are required by City code.

g. Monitor the construction and/or rehabilitation of five (5) single-family affordable housing units.

OPERATING EXPENSE FUNDS BUDGET

Activity	Amount
Salaries and Wages	\$ 38,000.00
Health Insurance Stipends	\$ 2,000.00
Travel/Training	\$ -
Rent and Utilities	\$ -
Communication Costs	\$ -
Insurance	\$ -
Consumable Supplies	\$ -
Equipment Lease/Purchase	\$ -
Total Operating Expense	\$ 40,000.00

(4) CHDO agrees that private funds and/or HOME Program set-aside funds shall be used for any applicable tasks listed above that are not eligible activities for operating expense funds.

(5) CHDO is solely responsible for insuring that the use of all HOME Program funds received pursuant to this Agreement comply with all applicable federal, state, and municipal statutes, regulations and/or other legal authorities, as may be modified or amended during the term of this Agreement, or any extension thereof, related to the expenditure or use of said HOME Program funds.

2. AFFORDABILITY REQUIREMENTS

HOME Program operating expense funds provided under this Agreement are for the CHDO's general operating expenses and do not require any affordability requirements.

3. ENFORCEMENT

A. This Agreement may be terminated or suspended in whole or in part at any time by written agreement of the parties. This Agreement may be terminated or suspended by the CITY, in whole or in part, for cause, after notice and an opportunity for the CHDO to present reasons why such action should not be taken. Grounds constituting causes include, but are not limited to: CHDO fails to comply with provisions of this Agreement or with any applicable laws, regulations, guidelines, or procedures, or is unduly dilatory in executing its commitments under this Agreement or a prior Agreement with the CITY, including, but not limited to, submission of required reports due, resolution of monitoring findings, and monitoring results; purposes for the HOME Program Funds have not been or will not be fulfilled or would be illegal to carry out; CHDO has submitted incorrect or incomplete documentation pertaining to this Agreement.

B. In the event CITY must initiate proceedings to enforce the terms and conditions of this Agreement or seek redress for damages caused by the CHDO's breach of this Agreement, CITY shall be entitled to recover all costs, including without limitation court costs and attorneys fees, incurred in such proceedings.

C. If the CHDO fails to demonstrate to the CITY's satisfaction that it has met the requirements of this Agreement, the CITY may take any or all corrective or remedial actions as described below, including but not limited to:

(1) CHDO shall prepare and follow a schedule of actions that are approved by the CITY for carrying out the affected activities, consisting of schedules, timetables, and milestones necessary to implement the project.

(2) CHDO shall establish and follow a management plan that assigns responsibilities that is approved by the CITY for carrying out the remedial actions.

(3) CITY may cancel or revise activities likely to be affected by any performance deficiency.

(4) CHDO shall reimburse HOME Program funds to the CITY in any amount not used in accordance with the requirements of this Agreement.

(5) CITY may take necessary actions to decertify the agency as a CHDO.

(6) Any and all rights and remedies available in law or equity.

4. PROJECT REQUIREMENTS

A. CHDO shall comply with the applicable requirements of 24 CFR Part 92, Subpart F, Subpart G, Subpart H, and Subpart K, the final HOME Program rule. CHDO understands that the use of

HOME Program funds provided by the CITY pursuant to this Agreement must comply with the requirements specified below:

(1) 24 CFR §92.254 Qualification as affordable housing: homeownership: Housing that is for acquisition by a low-income family must meet the affordability requirements required by the HOME Program regulation.

(2) 24 CFR §92.300 Set-Aside for CHDOs: The CHDO is receiving funds for operating expenses that are provided under 24 CFR §92.208. In accordance with the provision of 24 CFR §92.300(f), limitation on CHDO operating funds, the CHDO shall not receive HOME Program funding for this fiscal year in an amount that provides more than 50 percent or \$50,000.00, whichever is greater, of the CHDO's total operating expenses in this fiscal year. The CHDO is receiving set-aside funds pursuant to §92.300(a) under a separate agreement.

(3) 24 CFR §92.350 Other Federal requirements: The CHDO shall comply with the following Federal requirements set forth in 24 CFR Part 5, Subpart A as specified below:

a. Nondiscrimination and equal opportunity: No person shall on the grounds of race, color, national origin, religion, age, sex, sexual orientation, status as a parent, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOME Program funds.

b. Anti-lobbying: No federal funds may be expended by the recipient of a cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress or an official or employee of the CITY in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

c. Debarment and Suspension: CHDO shall comply with the nonprocurement debarment and suspension common rule in accordance with 24 CFR §84.13. This common rule restricts contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

d. Drug-Free Workplace: CHDO shall comply with the certification requirements of the Drug-Free Workplace Act of 1988 in accordance with 24 CFR §84.13.

(4) 24 CFR §92.356(f)(1) Conflict of Interest: CHDO, as the owner and developer of the project, certifies to HUD and the CITY that no owner or developer of this project assisted with HOME Program funds, or officer, employee, agent, or consultant of the CHDO may occupy any HOME-assisted affordable housing unit in this project. In accordance with the provisions of 24 CFR §92.356(f)(2), exceptions to the provisions of 24 CFR §92.356(f)(1) may be granted by the CITY upon written request of the CHDO on a case-by-case basis when the CITY determines that the exception will serve to further the purposes of the HOME program and the effective and efficient administration of the CHDO's HOME-assisted project. CHDO certifies to the CITY that, in the event the CHDO becomes aware of any governing board member, director, officer, agent, consultant or employee of the CHDO having a prohibited interest from the HOME-

assisted project covered by this Agreement, CHDO shall immediately notify the CITY.

(5) 24 CFR §92.503 Program income and repayments: CHDO shall comply with the following requirements:

a. Generally, the use of operating expense funds do not generate any program income, but if program income is generated from operating expense funds by the CHDO pursuant to this Agreement such funds shall be returned to the CITY.

b. Repayments are defined as: "any funds invested in a project that is terminated before completion, either voluntarily or otherwise that must be repaid to the CITY." Any funds invested in a project pursuant to this Agreement that is terminated before completion, either voluntarily or otherwise, must be repaid to the CITY by the CHDO. This requirement also includes the repayment of funds expended for prohibited activities in accordance with 24 CFR §92.214.

(6) 24 CFR §92.505 Applicability of uniform administrative requirements: CHDO is required to establish standards for financial management systems in accordance with 24 CFR §84.21. CHDO shall employ those management techniques necessary to insure adequate and proper fiscal accountability of all HOME Program funds received and disbursed.

a. This requirement shall include separate ledgers and accounting for HOME Program funds. Source documentation of all HOME Program expenditures including payroll, purchase vouchers, and claims, etc., shall be kept on file by the CHDO and reserved for a five year period after project completion.

b. The CHDO shall, prior to implementing this project, develop and submit for approval to the Assistant Director, HCD, a modified cost allocation plan for administration of the project.

c. Upon review and approval of the modified cost allocation plan, the Assistant Director, HCD, will issue a "Notice to Proceed" authorizing the CHDO to implement the project. No payments will be made to the CHDO prior to receipt of a "Notice to Proceed."

(7) 24 CFR §84.34 Equipment: The CHDO shall comply with the provisions of 24 CFR §84.34 for the use and disposition of equipment purchased pursuant to this agreement. In all cases in which equipment purchased with HOME Program funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which HOME Program funds were used to acquire the equipment) and shall be returned to the CITY.

(8) 24 CFR §92.506 Audit: The CHDO shall comply with the audit requirements of 24 CFR §84.26 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." The CHDO is required to submit a copy of the audit to the Assistant Director, HCD within ten (10) days of receipt of the audit report.

(9) 24 CFR §92.508 Recordkeeping: The CHDO must establish and maintain sufficient records to enable the CITY and HUD to determine whether the CHDO has met the requirements of the HOME Program regulation. All records pertaining to the use of HOME Program funds pursuant to this Agreement must be retained for five (5) years after project completion. CHDO

shall establish an accurate, complete, and orderly system of recordkeeping pursuant to 24 CFR §92.508 for administrative and financial records including but not limited to:

- a. Records concerning designation as a CHDO.
- b. Description of the activity assisted with HOME Program funds.
- c. Debarment Records.
- d. The source and application of funds, including supporting documentation.
- e. Records demonstrating that the requirements of 24 CFR Part 84 have been meet.
- f. Records concerning the use of funds for CHDO operating expenses and demonstrating compliance with the requirements of 24 CFR §§92.208, 92.300(e) and 92.300(f).
- g. Records demonstrating compliance with the requirements of this Agreement.
- h. Records demonstrating resolution of any findings or concerns detected during required inspections, monitoring reviews and audits.

5. RECORDS, REPORTS, AND MONITORING

A. CHDO shall furnish to the CITY's HCD office all reports required by the CITY and HUD and such additional reports as may be necessary to comply with all applicable laws, regulations, guidelines, and conditions. CHDO shall provide other reports deemed reasonably necessary by HCD. The CHDO will submit the following report using the formats as prescribed by the CITY's HCD office: Monthly Programmatic Report.

B. The CITY, HUD or the Comptroller General of the United States or any of their duly authorized representatives shall at all times have the right and option to monitor, inspect, audit and review the CHDO performance and operation of the HOME-assisted project to be performed under this Agreement. The CHDO shall provide timely access to all of the mentioned entities, which shall have the right to inspect any and all records, books, documents, or papers of the CHDO and the contractors/subcontractors of the CHDO, for the purpose of making audit examination. This requirement shall be included in any agreement with contractors/subcontractors.

C. CITY shall, throughout the term of this Agreement and any extension thereof, monitor and evaluate the financial feasibility and progress of the CHDO's project and the CHDO's continuing fiscal responsibility and the CHDO's compliance with HOME Program requirements and terms and conditions of this Agreement. Such monitoring and evaluation shall not in any manner, relieve or waive any obligations of the CHDO under this Agreement or pursuant to applicable state and federal statutes, city ordinances, regulations and rules. Any representation to the contrary by the CHDO to any third party is strictly prohibited and may be grounds for the termination of this Agreement by the CITY.

6. REQUEST FOR DISBURSEMENT OF FUNDS

A. The CHDO is authorized to incur costs, or otherwise commit or obligate funds, under this Agreement beginning on July 1, 2024, however, no HOME Program funds will be disbursed until a "Notice to Proceed" from the CITY's HCD office is received.

B. CHDO agrees not to request reimbursement of funds under this Agreement until the funds have been expended for payment of eligible costs and that each request will be limited to the amount expended.

C. The CITY shall not be liable to the CHDO for any cost incurred by the CHDO that are ineligible costs, as set forth in 24 CFR §92.214.

D. The CHDO will submit periodic claims for reimbursement using the formats as prescribed by the HCD office. An official authorized in writing by the CHDO's governing body must sign the claim forms. The following report formats should be acquired at the CITY's HCD office:

(1) Request for Payment

(2) CHDO Operating Expense Expenditure Claim

(3) Affidavit, Required for Contract of \$25,000.00 or more

7. DURATION OF AGREEMENT

This Agreement commences on the effective date above and shall terminate on June 30, 2025, unless this Agreement is terminated in accordance with paragraph 3 of this Agreement.

8. CHDO PROVISIONS

The CHDO is receiving operating expense funds under the provisions of 24 CFR §92.208. The form of assistance that the CHDO is receiving is a grant.

A. Operating expenses are defined as reasonable and necessary costs for the CHDO's operations.

B. Costs include salaries, wages, benefits; travel and training; rent and utilities; communication costs; equipment; and material and supplies.

9. PERSONNEL POLICIES AND INTERNAL PROCEDURES

A. Personnel policies and operating procedures of the CHDO shall be the responsibility of and shall be determined by the CHDO; such policies and procedures shall be in accordance with applicable laws and regulations. Copies of such personnel policies and internal operating procedures, including any amendments thereto, shall be furnished to the CITY.

B. CHDO may enter into contracts for necessary assistance in completing the tasks to be performed under this Agreement. Such contracts shall be in accordance with applicable law and

regulations; and further, CHDO shall be responsible for the work performed by such contractors/subcontractors and for all expenditures made under such contracts.

10. INDEPENDENT CONTRACTOR STATUS

A. CHDO is an independent contractor, notwithstanding any other provisions of this Agreement, and shall be fully responsible for and shall have the sole and exclusive control of CHDO employees, contractors/subcontractors, and agents in the means and methods required in fulfilling the obligations of the CHDO under this Agreement.

B. CHDO agrees to conduct itself in a manner consistent with such status and further agrees that it will neither hold itself out as nor claim to be an officer, employee or agent of the CITY by reason of this Agreement, and that it will not by reason of this Agreement make any claim, demand, or application for any right or privilege applicable to an officer, employee or agent of the CITY, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

11. INSURANCE

A. General Liability: CHDO shall procure and maintain in full force and effect, for the term of this Agreement, a policy or policies under a comprehensive form, naming the CITY, as coinsured, as required by state law covering the CHDO and the CHDO employees and the HOME project of the type and in the amounts required by this Agreement. The CHDO shall have, during the term of this Agreement, insurance in the minimum amount of Twenty-Five Thousand Dollars (\$25,000) for any claim or to any claimant who has more than one claim for loss of property arising out of a single act, accident or occurrence, One Hundred Twenty-Five Thousand Dollars (\$125,000) to any claimant for their claim for any loss arising out of a single act, accident, or occurrence, and One Million Dollars (\$1,000,000) for any number of claims arising out of a single occurrence or accident. Liability insurance policy or policies shall be issued by an insurance company, duly licensed to do business in the State of Oklahoma and shall hold harmless and indemnify the CITY, its departments, boards, commissions, agencies, institutions and all the employees hereinbefore mentioned.

B. Workers' Compensation: CHDO shall procure and maintain in full force and effect, for the term of this Agreement, full workers' compensation insurance as required by state law protecting the CHDO under workers' compensation state statutes. If applicable, the CHDO may provide a current certificate showing exemption from this requirement in lieu of proof of insurance coverage.

C. Proof of Insurance: The CHDO shall furnish the CITY with proofs of insurance showing the types, amounts and classes of operations covered, effective dates and dates of expiration of the policies. Such proof of insurance shall contain substantially the following statement: "The insurance covered by this certification will not be cancelled or materially altered, except after ten (10) days written notice has been received by the CITY."

12. INDEMNIFICATION AND HOLD HARMLESS

The CHDO understands and agrees while it is performing under this Agreement that it will hold harmless and indemnify the CITY, its officials, and employees against all claims and actions and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by the CHDO.

13. REVERSION OF ASSETS

Upon the expiration or termination of this Agreement the CHDO shall transfer to the CITY, any HOME Program operating expense funds on hand at the time of expiration of this Agreement.

14. MISCELLANEOUS

A. Interpretation and Enforceability: Should it become necessary to determine the meaning or otherwise interpret any word, phrase or provision of this Agreement, or should the terms of this Agreement in any way be the subject of litigation in any court of laws or equity, it is expressly agreed where definitions are provided by federal law then federal law shall control; however where definitions are not provided by federal law then the laws of the State of Oklahoma shall control same.

B. Non-Waiver of Defaults: Any failure by the CITY, at any time, to enforce or require the performance of any of the terms or conditions of this Agreement, or to exercise a right hereunder, or to make payment or reimbursement of the CHDO, shall not, nor shall it be construed to constitute a waiver or limitation of any terms, conditions or rights of the CITY or HUD hereunder or at law.

C. Assignment: CHDO shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without the prior written consent of the CITY.

D. Binding Effect: The terms and conditions of this Agreement shall extend and inure to the benefit of and be binding upon the parties, their heirs, executors, administrators, trustees, successors and assigns.

E. Ability and Experience: CHDO certifies that it possesses experience, knowledge, and ability in conducting and performing the project, which is the subject of this Agreement and agrees to use such experience, knowledge, and ability in its prosecution and completion of this Agreement. CHDO agrees to put forth its best efforts and promises to adhere to good business and professional practices in its prosecution and completion of this Agreement.

F. Agreement Composition: This Agreement constitutes the entire Agreement between the parties.

G. General: The captions and headings used in this Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.

H. Points of Contact:

- (1) In the case of CHDO, the address is as follows:
Family Promise of Lawton, Inc,
Attn: Sarah Svec, Executive Director
901 SW 17th St.
Lawton, Oklahoma 73501
- (2) In the case of the CITY, the address is as follows:
Housing and Community Development
Attn: Federal Housing Programs Coordinator
1405 SW 11th Street
Lawton, Oklahoma 73501

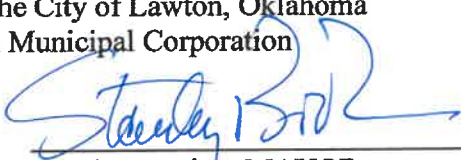
15. MODIFICATION OR AMENDMENTS TO AGREEMENT

A. Written agreement required: This Agreement may be extended, renewed or otherwise modified or amended only by the written agreement of the duly-authorized representatives of the CITY and the CHDO.

B. Prior approval of CITY required: All proposed modifications or amendments to this Agreement, including the waiver of any provision herein, must be submitted to the CITY, in writing, and approved by the CITY prior to the desired effective date of the amendment.

IN WITNESS WHEREOF, the parties have hereunto set their hands this date and year first above written.

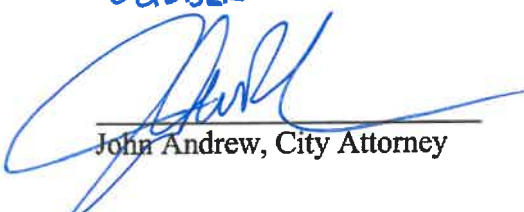
The City of Lawton, Oklahoma
A Municipal Corporation


BY: Stanley Booker, MAYOR

Attest:


Donalynn Blazek-Scherler, CITY CLERK

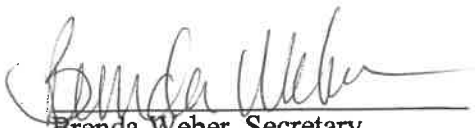
Approved as to Form and Legality on behalf of the City of Lawton this 30th day of ~~September~~ October 2024.


John Andrew, City Attorney

Family Promise of Lawton, Inc,
A Not-for-Profit Corporation


BY: Michael Towe, Chairperson

Attest:


Brenda Weber, Secretary

Executive Summary

Family Promise of Lawton is requesting an increase in CHDO set-aside funding to support the acquisition and redevelopment of *The Landings*, a small apartment complex located at 1308 SW D Avenue. This property includes 11 units, a laundromat, and dedicated space for a case management office, making it a prime opportunity to expand our affordable housing portfolio and deliver wraparound services onsite.

The property is currently listed at \$110,000, with the potential to be negotiated down to \$95,000. A prior contractor's estimate for full renovation is \$365,000, bringing the total project cost to approximately \$460,000. In comparison, our current CHDO contract allocates \$300,000 for 5 units, or \$60,000 per unit. Redeveloping The Landings would allow us to complete 11 units at just over \$41,800 per unit, creating more than double the number of units for a comparable cost per unit while consolidating services and management at a single site.

Each unit will be a 2-bedroom, 1-bathroom apartment, ideal for struggling families in need of stable, long-term housing. The complex is gated, offering safety and privacy for vulnerable households, and is well-suited for children and medically fragile adults. The Landings is also located adjacent to a known encampment area ("Tent City"), which has been a challenge for the current private owner. However, for Family Promise, this proximity presents a unique opportunity to engage and stabilize some of the most underserved individuals in our community through intentional outreach, shelter diversion, and housing-first strategies.

This project aligns with our mission to end family homelessness and strengthens the continuum of care in Lawton by bridging emergency services with permanent housing solutions.

Organizational Background

Family Promise of Lawton is a 501(c)(3) nonprofit serving families with children experiencing homelessness. As the only family-specific shelter in Lawton, our mission centers on stability, dignity, and long-term housing outcomes that promote generational change. We are committed to providing safe, trauma-informed environments and permanent housing solutions to the families we serve.

We received CHDO designation in 2023 and are currently executing a \$300,000 CHDO development plan for 5 housing units. Our Board of Directors is fully dedicated to our housing goals and supports CHDO activities as part of our long-term sustainability strategy.

The Executive Director, Sarah Svec, brings deep housing and property management expertise to this work. She previously worked as a licensed realtor and property manager for several of the largest property management companies in Lawton. She continues to hold an Oklahoma real estate license and has completed multiple HUD housing certifications, including CHDO training directly through HUD's formal class series.

In addition to managing CHDO development efforts, Ms. Svec has served as a voting member of the Southwest Oklahoma Continuum of Care (SWOK CoC) for the past five years and is a long-standing member of the Lawton Homeless Task Force. She is currently pursuing a master's degree in nonprofit management, further reinforcing her commitment to professional development and organizational excellence.

With these qualifications, Family Promise of Lawton is uniquely positioned to manage and scale CHDO housing initiatives that directly respond to community needs.

Project Justification

The Landings offers a unique opportunity to create a centralized, service-enriched affordable housing community. By acquiring and redeveloping this site, we can:

- Deliver 11 affordable housing units in a high-need area
- Provide on-site case management and support services
- Offer laundry facilities to reduce tenant costs and improve quality of life
- Reduce the per-unit development cost through economies of scale
- Establish a flagship CHDO property with long-term sustainability

This approach provides deeper impact and significantly more units than our original scattered-site model, aligning with the goals of both Family Promise and the HOME program.

Budget Snapshot

Line Item	Estimated Cost
Acquisition	\$95,000 – \$110,000
Full Renovation (11 units + office/laundry)	\$365,000
Project Management/Admin	\$30,000
Contingency (10%)	\$50,000
Total Project Cost	\$540,000 – \$555,000
Current CHDO Funds Committed	\$300,000
Additional Funds Requested	\$240,000 – \$255,000

A detailed line-item budget and renovation scope are available upon request.

Community Need

Lawton, Oklahoma, is experiencing a significant shortage of affordable housing, particularly for families with children in need of 2–3 bedroom units. The Lawton Housing Authority’s public housing waiting list for families is currently closed, which reflects high demand and a lack of available affordable units (Affordable Housing Online, 2024).

This crisis is consistent with broader state trends. According to the National Low Income Housing Coalition (NLIHC), Oklahoma has only 34 affordable and available rental homes per 100 extremely low-income (ELI) renter households (NLIHC, 2024a). As a result, 74% of ELI renters in Oklahoma are severely cost-burdened, meaning they spend more than half their income on rent and utilities (NLIHC, 2024b).

The affordability gap is especially stark for working families. A minimum wage worker in Oklahoma must work 88 hours per week to afford a one-bedroom apartment at fair market rent (FMR), and 110 hours per week to afford a two-bedroom apartment (NLIHC, 2024b). These figures highlight how the current rental market excludes low-income families, contributing to rising homelessness.

This housing crisis has intensified in recent years. According to the Oklahoma Department of Commerce, homelessness across the state has increased by nearly 40% since 2022, with families representing a growing portion of the unhoused population (Oklahoma Policy Institute, 2024).

The proposed redevelopment of *The Landings* into 11 affordable 2-bedroom, 1-bath units—with on-site case management and laundry access—directly addresses this need. The project will expand the stock of family-appropriate housing, reduce cost burden for low-income tenants, and allow Family Promise of Lawton to provide stabilization services onsite. This comprehensive approach promotes long-term housing security and reduces the likelihood of returns to homelessness.

Project Timeline

- June–July 2025: Acquisition and Environmental Review
- August–October 2025: Permitting and Rehab Start
- November 2025–March 2026: Unit Completion and Lease-Up
- April 2026: Full Occupancy and Services Begin

Long-Term Plan & Sustainability

Units will be rented to qualifying households within HOME income guidelines and maintained as affordable for the required affordability period, in compliance with all federal CHDO requirements. Rent levels will be structured to remain accessible for extremely low- to low-income households while generating sufficient revenue to support property operations, maintenance, and asset management.

Property management will be provided by Family Promise of Lawton’s internal housing team, leveraging our existing expertise in compliance, tenant engagement, and supportive housing. Tenancy outcomes will be tracked using both Homeless Management Information System (HMIS) data and internal evaluation tools to ensure effectiveness, transparency, and accountability.

In addition to covering operational costs, rent proceeds will be used to support Family Promise programming, including case management, stabilization services, and community outreach. This model strengthens long-term sustainability and reduces our reliance on competitive grant funding. By generating internal revenue through affordable housing, Family Promise will be able to alleviate some of the pressure on local philanthropic resources, leaving more funding available for other Lawton-area nonprofits. This strategic reinvestment ensures that the entire nonprofit sector benefits from our CHDO development, not just our organization.

This project reflects a shift from short-term emergency responses to long-term systems change, creating permanent, service-enriched housing while strengthening the financial backbone of our programming.

Conclusion

The Landings represents a strategic, high-impact opportunity to increase Lawton’s stock of affordable housing, revitalize a neglected property, and deliver wraparound services that support long-term family stability. This project aligns directly with the City’s priorities for housing development, neighborhood improvement, and responsible use of federal funds.

Family Promise of Lawton is committed to executing this project with full transparency, accountability, and collaboration. As a certified CHDO with deep community roots and HUD-compliant systems in place, we understand the responsibility that comes with public investment. We will work closely with City staff and leadership to ensure that this development meets all program requirements, respects community expectations, and reflects positively on those who champion it.

We recognize that the success of this initiative reflects not only on our organization but also on the City of Lawton and its decision-makers. We are prepared to act with the highest level of professionalism and integrity, and we welcome the opportunity to demonstrate that through the successful redevelopment of *The Landings*.

We respectfully request your support in increasing our CHDO set-aside allocation to make this transformational project possible — and to help move Lawton forward, together.

References

Affordable Housing Online. (2024). *Lawton Housing Authority Waiting Lists*. Retrieved from <https://affordablehousingonline.com/housing-waiting-lists/Public-Housing/Lawton-Housing-Authority/99233>

National Low Income Housing Coalition (NLIHC). (2024a). *The Gap: A Shortage of Affordable Homes*. Retrieved from <https://nlihc.org/gap>

National Low Income Housing Coalition (NLIHC). (2024b). *Out of Reach: Oklahoma*. Retrieved from https://nlihc.org/sites/default/files/SHP_OK.pdf

Oklahoma Policy Institute. (2024). *Homelessness and Housing Stability in Oklahoma*. Retrieved from <https://okpolicy.org/zoning-transcript-fall-2024/>

As of: 6/27/2025

Property Owner**Name:** STEELE PROPERTIES, LLC**Property Information****Physical Address:** 1308 SW D AVE**Mailing Address:** 1710 NW CACHE RD
LAWTON, OK 73505-4515**Subdivision:** BUTLER**Block / Lot:** 0015 / 0002**Type:** (CI) Comm. Impr.**S-T-R:** 36-02N-12W**Tax Dist:** (53) I-8-1 TF01 108.21**Size (Acres):** 0.000**Extended Legal:** BUTLER BLK 15 LOTS 2-11**Market and Assessed Values:****Taxes:**

	Fair Cash	Taxable Fair Cash	Full Assessed (11.25% Market Value)
Land:	\$75,000	\$75,000	\$8,438
Building:	0	0	0
Total:	\$75,000	\$75,000	\$8,438

Estimated Taxes: \$913**Homestead Credit:**

\$0

Note: Tax amounts are estimates only. Contact the county tax collector for exact amounts.

Land:

Land Use	Size	Units
LOT AREA	37500.00	SQFT

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantor	Code	Type
9/18/2020	8590	186	QCD	0.00	\$0	LAWTON LANDINGS, LLC	04	
12/28/2018	8173	149	Warr. Deed	1987.50	\$1,325,000	DBEV INVESTMENTS LLC	zW	
4/11/2007	0	0	SWD	1072.50	\$715,000	MATHEY, GEORGE EDDIE JR & BOATSMAN CO LLC	Ye	
2/24/2003	0	0	Warr. Deed	450.00	\$300,000	BOATSMAN, RICHARD J.	Ye	
10/10/1994	0	0	Quit Claim	0.00	\$0		N	

Building: 1

Age/YC	Condition	Grade	Stories	Effective Age
1986	Average	43	2	38

Not a Legal Document.

Subject to terms and conditions.

www.actdatascout.com

As of: 6/27/2025

Avg. Floor Area: 0

Avg. Perimeter: 502

No. Floors: 0

Avg. Floor Hgt: 0

Common Wall: 0

Total Floor Area: 12142

Total Height: 0

Unit Multiplier: 0

Occupancy

Primary Apartment (100%)

Secondary N/A

Heating/Cooling

Ind Thu-Wall Heat

Pump (0%)

N/A

Sprinkler

N/A

N/A

Building: 2**Age/YC**

1986

Condition

Average

Grade

43

Stories

2

Effective Age

38

Avg. Floor Area: 0

Avg. Perimeter: 146

No. Floors: 0

Avg. Floor Hgt: 0

Common Wall: 0

Total Floor Area: 2664

Total Height: 0

Unit Multiplier: 0

Occupancy

Primary Apartment (100%)

Secondary N/A

Heating/Cooling

Ind Thu-Wall Heat

Pump (0%)

N/A

Sprinkler

N/A

N/A

Building: 3**Age/YC**

1986

Condition

Average

Grade

43

Stories

2

Effective Age

38

Avg. Floor Area: 0

Avg. Perimeter: 110

No. Floors: 0

Avg. Floor Hgt: 0

Common Wall: 0

Total Floor Area: 1332

Total Height: 0

Unit Multiplier: 0

Occupancy

Primary Apartment (100%)

Secondary N/A

Heating/Cooling

Ind Thu-Wall Heat

Pump (0%)

N/A

Sprinkler

N/A

N/A

Building: 4**Age/YC**

1986

Condition

Average

Grade

43

Stories

1

Effective Age

38

Avg. Floor Area: 0

Avg. Perimeter: 66

No. Floors: 0

Common Wall: 0

Total Floor Area: 216

Total Height: 0

Not a Legal Document.

Subject to terms and conditions.

www.actdatascout.com

Avg. Floor Hgt: 0

Unit Multiplier: 0

Occupancy
Primary Laundromat (100%)
Secondary N/A

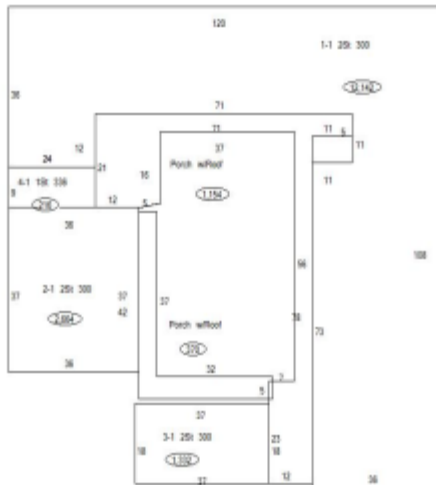
Heating/Cooling
Ind Thu-Wall Heat
Pump (0%)
N/A

Sprinkler
N/A
N/A

Outbuildings and Yard Improvements:

Item	Type	Size/Dim	Unit Multi.	Quality	Age
Paving, Concrete 4 - 6 Inch.		0		A	38
SLAB PORCH WITH ROOF		1154			
SLAB PORCH WITH ROOF		370			

Sketches



Photos



As of: 6/27/2025



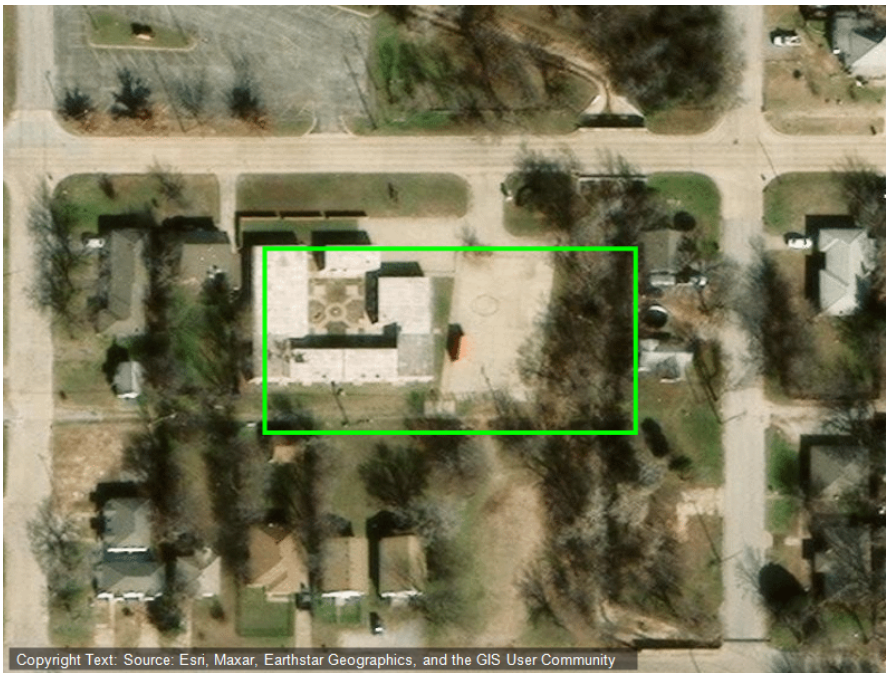
As of: 6/27/2025



As of: 6/27/2025



Map:



Tax Roll Inquiry

Comanche County Treasurer



Rhonda Brantley, Treasurer
315 SW 5th St Suite 300 Lawton OK 73501
Phone: 580-355-5763
Fax: 580-581-4554
E-Mail: comcotreasurer@comanchecountyok.gov



Owner Name and Address

STEELE PROPERTIES, LLC
1710 NW CACHE RD
LAWTON OK 73505-4515

Taxroll Information

Tax Year : 2024
Property ID : 02N12W-36-1-11200-015-0002
Location : 1308 SW D AVE LAWTON
School District : L08T1 LAWTON SCHOOLS TIF DIST #1
Type of Tax : Real Estate Mills : 108.21
Tax ID : 28784

Legal Description and Other Information:

BUTLER BLK 15 LOTS 2-11 10.00 Lots

Assessed Valuations	Amount	Tax Values	Amount
Land	8438	Base Tax	913.00
Improvements	0	Penalty	20.54
Net Assessed	8438	Fees	0.00
The Penalty for this tax statement is calculated through July 15, 2025. After that date, another 1.5% of the base tax will be applied. Fees can be added any time.		Payments	456.50
		Total Paid	456.50
		Total Due	477.04

Date	Receipt	Paid With	Payment For	Amount	Paid By
12/31/2024	40013	Check	Taxes	456.50	STEELE, LUCAS D->Check# 1232





































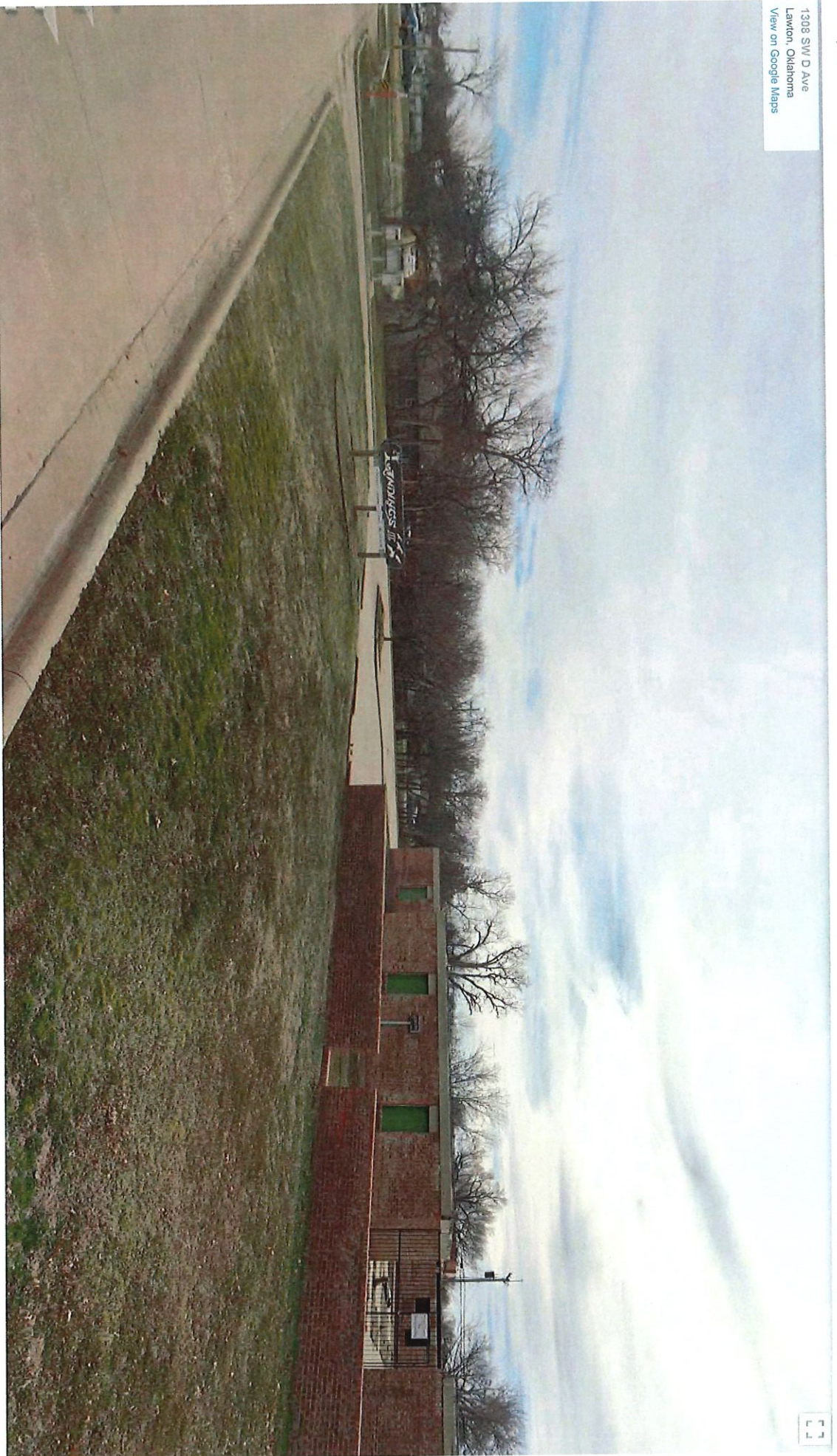
< 1308 SW D Ave

Contact agent



All photos Map Exterior (11) More (2) Street view

1308 SW D Ave
Lawton, Oklahoma
View on Google Maps



Item Title:

Consider approving an Ordinance pertaining to Streets and Sidewalks, amending Section 20-1-101, Article 20-1, Chapter 20, Lawton City Code 2015, by revising the responsibility to maintain obstructions that are authorized, providing for severability and establishing an effective date.

Initiator: Michael Watrous, Director

Information Source: Michael Watrous, Director

Background:

This ordinance clarifies current code by clearly stating that approved obstructions must be maintained by the property owner. This allows city staff to better ensure that items within the city right-of-way are maintained, such as drainage culverts under private driveways. This item met the Streets, Bridges and Building Development Committee on 24 June 2025 with a recommendation to approve. This item was reviewed by legal on 27 June 2025.

Correlation to the True North Statement:

Efficiency, Transparency, Safety

Exhibit:

Ordinance 25-_____

Key Issues:

Currently, code is ambiguous when it comes to private obstructions in city right of ways.

Funding Source:

N/A

Recommended Action:

Recommend approving an Ordinance pertaining to Streets and Sidewalks, amending Section 20-1-101, Article 20-1, Chapter 20, Lawton City Code 2015, by revising the responsibility to maintain obstructions that are authorized, providing for severability and establishing an effective date.

ATTACHMENTS:

1. 20-1-101

ORDINANCE NO. 25- ____

AN ORDINANCE PERTAINING TO STREETS AND SIDEWALKS, AMENDING SECTION 20-1-101, ARTICLE 20-1, CHAPTER 20, LAWTON CITY CODE 2015, BY REVISING THE RESPONSIBILITY TO MAINTAIN OBSTRUCTIONS THAT ARE AUTHORIZED, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Lawton, Oklahoma, that:

Section 1. Section 20-1-101 is hereby amended to read as follows:

20-1-101 - Certain obstructions prohibited—Revocable permits and fees.

A 1. No person may obstruct any street, avenue, alley, crosswalk, sidewalk, right-of-way, easement or public ground in the city by placing, erecting, constructing or maintaining any structure over, upon, under, or across any such area or by placing any bush, hedge or fence on such area or by blocking by any means except as authorized in this code. Provided, however, that any obstruction or constructions in or upon any city right-of-way existing prior to December 14, 1994, is hereby permitted so long as the city's right to the use of said easements or rights of way is not impaired or diminished. Provided further that certain limited encroachments as described below may be granted administratively through the building permit process and by the city council upon the issuance of a revocable permit. All permitted and authorized obstructions will be the responsibility of the property owner to maintain for the life of the obstruction or until removed, at which point the right of way location must be restored to its original state.

* * *

Section 2. Severability Clause. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, said portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

Section 3. Effective Date. The provisions of this ordinance shall become thirty (30) days after its passage.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Lawton, Oklahoma, that: SAID ORDINANCE IS ADOPTED

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma this _____ day of _____, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this ____ day of _____, 2025.

TIM WILSON, ACTING CITY ATTORNEY

ORDINANCE NO. 24- ____

AN ORDINANCE PERTAINING TO STREETS AND SIDEWALKS, AMENDING DIVISION 20-1-101, ARTICLE 20-1, CHAPTER 20, LAWTON CITY CODE 2015, BY REVISING THE RESPONSIBILITY TO MAINTAIN OBSTRUCTIONS THAT ARE AUTHORIZED, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

BRIEF GIST

This ordinance requires that property owners that are permitted to have obstructions in public areas, maintain those structures and/or items.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma this ____th day of _____, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in the Lawton Constitution this ____ day of _____, 2025.)

Item Title:

Consider approving an ordinance pertaining to Vehicles and Traffic, creating Section 23-6-611 in Article 23-6, Chapter 23, Lawton City Code 2015, establishing regulations for the storage and parking of commercial vehicles within the downtown district, limiting long-term commercial parking in the downtown district on public streets and parking, providing for codification, providing for severability and establishing an effective date.

Initiator: Michael Watrous, Director

Information Source: Michael Watrous, Director

Background:

On 8 April, a citizen submitted a request to the planning department to request no parking after 5PM signs in front of their business. Planning forwarded the request to Public Works. Public Works investigated the issue and did not recommend no parking signs be placed, as these parking spaces are public parking spaces and would set a potential precedent for similar on-street parking throughout downtown, creating multiple, similar requests. When the request was brought the Streets, Bridges and Building Development Committee in April, the committee decided that a code change prohibiting long-term commercial vehicle parking in the downtown area would be the best solution. Public Works then drafted the code and coordinated with the Planning and Community Enrichment Departments to ensure the wording would be sufficient.

Correlation to the True North Statement:

Transparency, Citizen

Exhibit:

Ordinance 25-_____

Key Issues:**Funding Source:**

N/A

Recommended Action:

Recommend approving an ordinance pertaining to Vehicles and Traffic, creating Section 23-6-611 in Article 23-6, Chapter 23, Lawton City Code 2015, establishing regulations for the storage and parking of commercial vehicles within the downtown district, limiting long-term commercial parking in the downtown district on public streets and parking, providing for codification, providing for severability and establishing an effective date.

ATTACHMENTS:

1. Draft Commercial Vehicle Code (003)

ORDINANCE NO. 2025-__

AN ORDINANCE PERTAINING TO VEHICLES AND TRAFFIC, CREATING SECTION 23-6-611 IN ARTICLE 23-6, CHAPTER 23, LAWTON CITY CODE 2015, ESTABLISHING REGULATIONS FOR THE STORAGE AND PARKING OF COMMERCIAL VEHICLES WITHIN THE DOWNTOWN DISTRICT, LIMITING LONG-TERM COMMERCIAL PARKING IN THE DOWNTOWN DISTRICT ON PUBLIC STREETS AND PARKING, PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LAWTON, OKLAHOMA:

SECTION 1. Section 23-6-611 is hereby established in Chapter 23 of the Lawton City Code to read as follows:

23-6-611 - Regulations for the storage and parking of commercial vehicles within the Downtown District

A. The provisions of this section apply to the parking of vehicles within the downtown district, as defined in 18-8-1-105.

B. Definitions.

1. As used in the article, the length of any vehicle, including trailers, shall be measured from the front most point of any part or appurtenance of the vehicle to the rearmost point of any part or appurtenance of the vehicle, to include the bumpers, the tongue of a trailer, or any cargo, equipment, or other object attached, loaded or mounted upon the vehicle while it is parked.

C. On-street parking, where not otherwise prohibited, shall be in accordance with Article 23-6 of this code and further shall be subject to the following provisions:

D. Parking of commercial vehicles shall be subject to the following restrictions:

1. Box trucks, step vans, or other vehicles primarily designed or used for the transport of goods or equipment, having an enclosed cargo area and a body length of ten (10) feet or greater, with or without a trailer, shall not be parked on public streets or in parking spaces on public streets, except during active loading or unloading.

2. This restriction does not apply to:

- a. Pickup trucks or flatbed trucks without an enclosed cargo box, regardless of length.
- b. Personal vehicles registered to individuals and not marked with commercial signage.
- c. Commercial vehicles actively performing deliveries or services, provided they do not exceed 90 minutes in duration and are not left unattended.

3. Any vehicle displaying commercial signage and meeting the box truck definition above shall be presumed to be a commercial vehicle subject to this section unless the owner can demonstrate non-commercial use.

E. Failure to abide by this ordinance may result in actions including warnings, citations, and impoundment of vehicles if necessary as provided for in 23-21-2104.

SECTION 2. Codification. Section 23-6-611 shall be codified in Article 23-6, Chapter 23, Lawton City Code 2015.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, said portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

SECTION 4. Effective Date. The provisions of this ordinance shall become effective thirty (30) days after passage

ADOPTED AND APPROVED BY THE COUNCIL OF THE CITY OF LAWTON, OKLAHOMA THIS _____ DAY OF _____, 2025.

STANLEY BOOKER, MAYOR

ATTEST:
(SEAL)

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this ____ day of _____ 2025.

TIMOTHY WILSON, INTERIM CITY ATTORNEY

ORDINANCE NO. 2025-__

AN ORDINANCE PERTAINING TO VEHICLES AND TRAFFIC, CREATING SECTION 23-6-611 IN ARTICLE 23-6, CHAPTER 23, LAWTON CITY CODE 2015, ESTABLISHING REGULATIONS FOR THE STORAGE AND PARKING OF COMMERCIAL VEHICLES WITHIN THE DOWNTOWN DISTRICT, LIMITING LONG-TERM COMMERCIAL PARKING IN THE DOWNTOWN DISTRICT ON PUBLIC STREETS AND PARKING, PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

BRIEF GIST

This ordinance restricts the long-term parking of large commercial vehicles in the downtown district.

ADOPTED and APPROVED by the City Council of Lawton, Oklahoma this ____ day of ____ 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in the Lawton Constitution this ____ day of _____, 2025.)

Item Title:

Discuss the process for appointing a new council member to represent Ward 2 due to the resignation of Councilmember RL Smith and take action as deemed necessary.

Initiator: Donalynn Blazek-Scherler, City Clerk, Stan Booker, Mayor

Information Source: Stan Booker, Mayor

Background:

On July 17, 2025, Councilmember R.L. Smith submitted his written resignation from his position as the elected representative for Ward 2 on the Lawton City Council. As a result, the City Council must begin discussions regarding the appropriate process and timeline to appoint a qualified individual to fill the vacancy. The Council has sixty days to make an appointment to represent Ward 2 until the next eligible election. It is important to note that the deadline to submit a resolution for an election on September 9, 2025, has passed; therefore, that date is no longer available for consideration.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

Lawton City Charter, Section 2-10

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Discuss the process for appointing a new council member to represent Ward 2 due to the resignation of Councilmember RL Smith and take action as deemed necessary.

ATTACHMENTS:

1. Section_C_2_10___Mayor_and_council_Vacancies

Section C-2-10 Mayor and council—Vacancies.

The council, by majority vote of its remaining members, shall fill by appointment, vacancies in the office of mayor and in its own membership until successors are elected for the unexpired term of that office at the next possible municipal election.

(Amended: 3/21/95)

Item Title:

Receive a report from the Community Enrichment Department regarding the current status of the Housing & Community Development Division.

Initiator: Larry Parks, Director

Information Source: Larry Parks, Director, Charlotte Brown, Deputy Director, Gary Brooks, Community Development - Administrator

Background:

In an effort to be more transparent with the citizens of Lawton, this presentation will be to provide additional information for ease of understanding on what the Housing and Community Development Division processes throughout the year.

Correlation to the True North Statement:

To be transparent

Exhibit:

Presentation

Key Issues:

n/a

Funding Source:

CDBG & HOME Funding

Recommended Action:

Receive the presentation from the Community Enrichment Department.

ATTACHMENTS:

1. Presentation

CDBG & HOME FUNDING

OUT OF THE APPROXIMATELY \$950,000 THAT CURRENTLY
SITS IN THE FUND BALANCE ACCOUNT:

- \$500,000.00 (approx) is part of the BEDI account that repays the 108 loan for 2nd Street
- \$484,423.70 repayment of the HOME funds for the GPIF mortgages
- Remainder of the funds in the account are funds that checks have been cut but they have not been cashed to withdraw the money.

CDBG PROJECTS

CDBG Administration (max 20% of grant + PI)

Funds Administrator's Pay, Supplies, Tools and Equipment, Vehicle Maintenance and petroleum products, Uniform and Clothing for all personnel, Publishing and Printing, Professional and Technical Service, Postage, Electricity and Gas, Postage, Training and Travel, Finance position

HAD (Housing Activity Delivery)

Funds Pay for Rehabilitation Specialist and Housing Specialist, Exterior Home Improvements, and Emergency Repairs

- **Exterior Housing Improvements (EHIP)** Provide financial assistance to low-income homeowners in need of exterior painting and/or siding, windows, doors, and roofing to improve the exterior condition of houses.
- **Emergency Repairs (ER)** Provide financial assistance to low-income homeowners in need of emergency repair and must be used for items that threaten the health and or safety of the household. Common repairs are sewer lines, HVAC systems, electric panel or wiring, and plumbing leaks.
- **Section 108 Loan Payments** \$2,000,000 was borrowed for the creation of jobs with the 2nd Street Project. The funding allocation noted is the annual debt service on the outstanding loan.

Public Service Organizations (PSO) (max 15% of grant)

Provide financial assistance to qualifying Public Service Organizations to assist low- and moderate-income person within the community.

Public Facilities and Infrastructure Improvements

Provide financial assistance for the repair, rehabilitation, or replacement of public facilities and/or infrastructure.

HOME PROJECTS

HOME Administration (max 10% of grant + PI)

Funds Administrative Assistant's Pay and HOME administrative expenses

Whole Home Rehabilitation-HOME

Provide financial assistance to low-income homeowners for whole home rehabilitations of their single-family dwelling.

First Time Homebuyers Assistance

Assist in the form of down payment and closing costs for low-income households with homeownership opportunities.

CHDO Set-Aside (min 15% of grant)

Provide financial assistance to a qualifying CHDO in the rehabilitation of existing rental homes for low-moderate income housing units or in the construction of new affordable housing units.

Tenant Based Rental Assistance – TBRA

Provide financial assistance to local Housing Authorities and certified CHDO's for a Tenant Based Rental Assistance program to prevent homelessness.

Item Title:

Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the pending action in the District Court of Comanche County titled Julie Magness v. City of Lawton, CJ-2023-410 and, if necessary, take appropriate action in open session.

Initiator: Timothy Wilson, Interim City Attorney

Information Source: Garrett Lam, Assistant City Attorney

Background:

The City Attorney desires to discuss with the Mayor and Council the pending action in the District Court of Comanche County titled Julie Magness v. City of Lawton, CJ-2023-410, and, if necessary, take appropriate action in open session. The City Attorney advises the City Council that the Council should determine that disclosure of confidential communication regarding the above-referenced action will seriously impair the ability of the City Attorney to protect the City's interest, and from that determination, the Council should convene in executive session to discuss this matter.

Correlation to the True North Statement:**Exhibit:**

N/A

Key Issues:

N/A

Funding Source:**Recommended Action:**

Convene in executive session to discuss the pending action in the District Court of Comanche County titled Julie Magness v. City of Lawton, CJ-2023-410 and, if necessary, take appropriate action in open session.

ATTACHMENTS:

None

Item Title:

Pursuant to Section 307(B)(1), Title 25, Oklahoma Statutes, consider convening in executive session to discuss the recruitment and selection process for the position of City Attorney, including potential candidates and the contracted recruitment firm, and, if necessary, take appropriate action in open session.

Initiator: Randy Warren, Councilman - Ward 8

Information Source: Randy Warren, Councilman - Ward 8

Background:

The Mayor and City Council should meet in executive session to discuss the recruitment and selection process for the position of City Attorney, including potential candidates and the contracted recruitment firm. Section 307B.1 of Title 25, Oklahoma Statutes authorizes the executive session of a public body for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee.

Correlation to the True North Statement:**Exhibit:**

None

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Convene in executive session to discuss the recruitment and selection process for the position of City Attorney, including potential candidates and the contracted recruitment firm, and, if necessary, take appropriate action in open session.

ATTACHMENTS:

None