AMENDED

AGENDA

BOARD OF COUNTY COMMISSIONERS MONDAY, JUNE 3, 2019

RAY JORDAN TULSA COUNTY ADMINISTRATION BUILDING 500 S. DENVER, TULSA, OKLAHOMA

ROOM 119 - 9:30 AM

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE

III. ANNOUNCEMENTS

County Events and Status Updates for Comment and Discussion from: Administrative Services, Building Operations, Court Services, Election Board, Fiscal Officer, Human Resources, Information Technology, Parks, Purchasing, Social Services, Engineering, Highways, Inspections, Sheriff, Assessor, County Clerk, Court Clerk, Treasurer, District Attorney, Presiding Judge, Juvenile Justice, Expo Square, INCOG, Tulsa Area Emergency Management Agency, OSU Extension, CC Library, CC Health Department, River Parks Authority, Levee Drainage District #12, Board of County Commissioners Chief Deputies, Director of Governmental Affairs

IV. MINUTES

A. Board of County Commissioner's Meeting of May 28, 2019

V. REPORTS

- A. Annual Inventory Certifications:
 - 1. Election Board
 - 2. Purchasing

VI. UNFINISHED BUSINESS

- A. Bid Openings (TC Departments) Dodge Automotive Repair
- B. Bid/Proposal Awards:
 - 1. CC Health Department Video Photo Suite Media Services to Buddy FX, LLC
 - 2. Juvenile Bureau and Sheriff Inmate Clothing, Uniforms, Linens and Bedding **Deferred**
 - 3. Sheriff Video Visitation Services for the David L. Moss (DLM) Criminal Justice Center **Deferred**
 - 4. TC Departments Paper Products **Deferred**
- C. Amendment #1 (Building Operations) to Extend the Award for Generator Repair to Emergency Power Systems, Inc.
- D. Amendment #2 (TC Departments) to the Award for Clinical Supplies to Concordance Healthcare Solutions, LLC
- E. Amendment #2 (TC Departments) to Extend the Award for Paper Products to Office Depot, Inc.

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- F. Change Order #3 (Board of County Commissioners) to the Agreement with A.C. Owen Construction, LLC, for Tulsa County Maintenance Buildings, Districts #1 and #3
- G. Change Order #6 (Board of County Commissioners) to the Agreement with Magnum Construction, Inc., for the Chandler Water Play Area

VII. ACTION ITEMS

- A. Gasoline & Diesel Fuel Quotes
- B. Memorandum of Understanding (Board of County Commissioners) Tulsa Authority for the Recovery of Energy for Use of the City of Tulsa's Green Waste Mulch Site
- C. Request for Approval (Board of County Commissioners) for Application for New Membership and Electric Service with Verdigris Valley Electric Cooperative
- D. Resolutions Board of County Commissioners:
 - 1. to Designate Sherry Langston as Requesting Officer
 - 2. to Approve Mutual Aid Request to the Oklahoma Floodplain Managers Association
 - 3. to Temporarily Waive any Fees Related to Demolition or Electrical Inspections for the Victims of the Current Flood Emergency
- E. Resolution (Treasurer) to Name Certain Banks Located in Tulsa County as County Depositories
- F. Agreements:
 - 1. Board of County Commissioners:
 - a. Apax Glass, Inc. Trade Contractor Agreement for Aluminum and Glazing for the Tulsa County "HQ" Administration Building Renovations
 - b. The Metropolitan Environmental Trust (M.e.t.) for Solid Waste Management Services for Residents in the Unincorporated Areas of Tulsa County
 - c. S&A Installation, LLC Trade Contractor Agreement for Installation of Doors and Hardware for the Tulsa County "HQ" Administration Building Renovations
 - 2. Engineers ONEOK Gas Transportation, LLC Right-of-Way Agreement for Permanent Easement and Temporary Construction Easement
 - 3. Parks
 - a. Bottoms Up for Performance at First Friday Concert Series at LaFortune Park on 8/2/19
 - b. Groves Blues Machine for Performance at First Friday Concert Series at LaFortune Park on 6/7/19
 - c. House Party for Performance at First Friday Concert Series at LaFortune Park on 7/12/19
 - d. Rusty Meyers Band for Performance at First Friday Concert Series at LaFortune Park on 9/6/19
- G. Agreement Renewals:
 - 1. Human Resources Allstate
 - 2. Treasurer:
 - a. Business Imaging Systems
 - b. Holder's Security
 - c. Pitney Bowe's
 - d. Xerox Corporation (4)

- H. Inventory Resolutions:
 - 1. Highways (2)
 - 2. Sheriff (3)
- I. Sole Sources CC Health:
 - 1. Interstate Promotional Distributors, Inc., dba Interstate Books4School

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- 2. Veldstra Communications, Inc., dba GTW Systems
- J. Personnel Actions
 - 1. Administrative Services
 - 2. Inspections
 - 3. IT
 - 4. Parks
- K. Juvenile Bureau Personnel Actions to Accept & File
- L. CC Health Department Documents to Accept & File:
 - 1. Agreements:
 - a. YWCA Immigrant & Refugee Services
 - b. Oklahoma City-County Health Department
 - 2. Personnel Actions
 - 3. Travel/Training
- M. Claims to be Disallowed (payments cancelled as of 5/28-31/19)
- N. Claims (payments for bills to be paid by 5/20-24/19)
- O. Blanket Purchase Orders and Emergency Purchase Orders Submitted from 5/28-31/19
- P. Executive Session (District Attorney) Requested by Matt Kehoe, Pursuant to 25 O.S. § 307(B)(4), I am requesting that this matter be discussed in Executive Session between the Board and its attorney, for the purpose of confidential communications concerning possible official action regarding a potential claim by the County against the City of Tulsa involving an automobile accident occurring on February 9, 2019, disclosure of the details of which its attorney advises would seriously impair the ability of the Board to proceed in the public interest
- Q. Discussion and Possible Action Regarding Executive Session Item

VIII. PUBLIC COMMENT REGARDING 287(g) CONTRACT

IX. ADJOURN

(Agenda of meeting was posted in the central and outside lobby of the Ray Jordan Tulsa County Administration Building on May 23, 2019 at 3:49 p.m.)

MINUTES Tuesday, May 28, 2019

The Board of County Commissioners for Tulsa County met at the hour of 8:30 a.m. with the following members present: Karen Keith, Chairman; Ron Peters, Member; Stan Sallee, Member; and Michael Willis, Tulsa County Clerk.

Karen Keith, Chairman, called the meeting to order at 8:30 a.m. and the following business was transacted:

Chairman advised the announcements and County Events and Status updates were open for comment and discussion. The departments with information gave a report.

Moved by Peters, seconded by Sallee, to approve the minutes of the Management Conference Meeting of May 9, 2019; the Board of County Commissioners Meeting of May 20, 2019; and the Board of County Commissioners Emergency Meeting of May 22, 2019. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

NOTICE: A complete listing of all information relating to the following bids is on file and available for public inspection in the offices of County Purchasing and County Clerk.

Sealed bids for Inmate Clothing, Uniforms, Linens and Bedding were received and opened. The bidders being five (5) in number are as follows:

1. Acme Supply Co., Ltd	by item	(Clerk's Misc. File No. 247915)
2. Bob Barker Company, Inc.	by item	(Clerk's Misc. File No. 247916)
3. Charm-Tex, Inc.	by item	(Clerk's Misc. File No. 247917)
4. ICS Jail Supplies, Inc.	by item	(Clerk's Misc. File No. 247918)
5. Victory Supply, LLC	by item	(Clerk's Misc. File No. 247919)

Moved by Sallee, seconded by Peters, to refer the bids to Juvenile Bureau, Sheriff and Purchasing for analysis, report and recommendation on June 3, 2019. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Sealed proposals for Video Visitation Services for the David L. Moss (DLM) Criminal Justice Center were received and opened. The proposers being three (3) in number are as follows:

1. HomeWAV, LLC	by item	(Clerk's Misc. File No. 247920)
2. Securus Technologies, Inc.	by item	(Clerk's Misc. File No. 247921)
3. Tech Friends, Inc.	by item	(Clerk's Misc. File No. 247922)

Moved by Peters, seconded by Keith, to refer the proposals to the Sheriff and Purchasing for analysis, report and recommendation on June 3, 2019. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Sealed bids for Paper Products were received and opened. The bidders being nine (9) in number are as follows:

1.	Advanced Industrial Solutions	by item	(Clerk's Misc. File No. 247923)
2.	Ben E. Keith Company,		
	Oklahoma Division	by item	(Clerk's Misc. File No. 247924)
3.	Empire Paper Company	by item	(Clerk's Misc. File No. 247925)
4.	Merrifield Office Supply	by item	(Clerk's Misc. File No. 247926)
5.	Native Women Business		
	Supplies, LLC	by item	(Clerk's Misc. File No. 247927)
6.	Office Depot, Inc.	by item	(Clerk's Misc. File No. 247928)
7.	Preferred Tape, Inc.	by item	(Clerk's Misc. File No. 247929)
8.	Home Depot U.S.A., Inc. dba		
	The Home Depot Pro fka		
	SupplyWorks	by item	(Clerk's Misc. File No. 247930)
9.	Veritiv Operating Company	by item	(Clerk's Misc. File No. 247978)

Moved by Sallee, seconded by Peters, to refer the bids to TC Departments and Purchasing for analysis, report and recommendation on June 3, 2019. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Peters, seconded by Sallee, to approve the bid award from Highways for Reflective Sign Sheeting, to 3M Company, the lowest and best bid received. This award is for one year beginning 5/29/19. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 247931)

Moved by Peters, seconded by Sallee, to defer the proposal award from CC Health for Video Photo Suite Media Services. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Chairman, Amendment #1 from TC Departments, to the agreement with Cintas for the rental of uniforms, mats, towels and miscellaneous items, CMF #245483, to extend the agreement for FY 2019-2020 and amend the rates. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 247932)

Moved by Sallee, seconded by Peters, to approve Amendment #1 from TC Departments, to the award for Safety Supplies to Advanced Industrial Solutions and Medsafe, Inc., CMF #247797, to change the pricing for two items. Medsafe, Inc. mispriced two items on their bid. Both items were awarded to Medsafe, Inc. and the correct price is a decrease from the

original bid price. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 247933)

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Chairman, Amendment #2 from the Election Board, to the award for truck rental to Budget Truck Rental, CMF #244613, to extend the award for one year beginning 7/7/19 with no changes to pricing and terms of bid. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 247934)

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Chairman, Amendment #2 from TC Central Garage, to the award for Automotive Body Repair to Collision Center of Tulsa, Inc., CMF #241871, to renew the award for one year beginning 7/9/19 with no changes to pricing or terms of the bid. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 247935)

Moved by Sallee, seconded by Peters, to approve the amended reappointment from Commissioner Keith, of John Fothergill to the INCOG Economic Development District Comprehensive Economic Development Strategy Committee with term to expire 6/30/20, amended to correct term date from reappointment approved 5/20/19, CMF #247872. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 247936)

Moved by Peters, seconded by Sallee, to approve the gasoline and diesel fuel quotes for the week ending 6/3/19. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 247937)

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Chairman, the resolution from the Board of County Commissioners to designate Julie Blew as Requisitioning Officer replacing Diane Hamilton. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 247938)

Moved by Peters, seconded by Sallee, to approve and authorize execution by the Chairman, the resolution from the County Clerk to remove Amy Fair as Requisitioning Officer effective 5/28/19. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 247939)

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Chairman, the following resolutions from Drainage District #12:

- 1. approving proposed budget for FY 2019-2020 in the sum of \$999,750 (Clerk's Misc. File No. 247940)
- 2. to strike assessment from the 2018 Tax Roll, United Energy Trading, LLC Parcel No. 00000-51-80-02075, Item No. 18-20-5001700-063-6, Assessed Value \$45,989, Tax Amount \$506, Amount to Strike \$348 (Clerk's Misc. File No. 247941)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Peters, seconded by Sallee, to approve and authorize execution by the Chairman, the following resolutions from the Fiscal Office:

- 1. to designate Amy Fair as Requisitioning Officer replacing Marc Langston (Clerk's Misc. File No. 247942)
- 2. to remove Diane Hamilton as Receiving Officer effective 5/28/19 (Clerk's Misc. File No. 247943)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Sallee, seconded by Peters, to approve the recommendation of the District Attorney to deny Tort Claim TC-2019-18, Claimant: Jonathan Bergmann c/o Kirkendall Dwyer, LLP. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 247944)

Moved by Peters, seconded by Sallee, to approve and authorize execution, as needed, the following agreements:

- 1. Board of County Commissioners:
 - a. Osiyo Metal Fabricators, LLC trade contractor agreement for custom steel gates for the Tulsa County "HQ" Administration Building Renovations (Clerk's Misc. File No. 247945)
 - b. Platinum Mechanical, LLC trade contractor agreement for mechanical for the Tulsa County "HQ" Administration Building Renovations (Clerk's Misc. File No. 247946)
 - c. S.M. Clark Services, Inc. trade contractor agreement for final clean for Tulsa County "HQ" Administration Building Renovations (Clerk's Misc. File No. 247947)
- 2. Building Operations District Attorney for lease of county-owned vehicles, fuel and maintenance to the District Attorney's Office (Clerk's Misc. File No. 247948)
- 3. Parks
 - a. Bixby Public Schools for use of school bus to provide transportation for 2019 summer programs from 5/28/19 to 6/30/19; cost of \$1.38 per mile for fuel costs and \$15/hr. for drivers (Clerk's Misc. File No. 247949)
 - b. Bixby Public Schools for use of school bus to provide transportation for 2019 summer programs from 5/28/19 to 8/16/19; cost of \$1.38 per mile for fuel costs and \$15/hr. for drivers (Clerk's Misc. File No. 247950)
 - c. Sand Springs Public Schools for use of school bus to provide transportation for 2019 summer programs from 5/28/19 to 8/9/19; cost of \$2.25 per mile and \$18/hr. for drivers (Clerk's Misc. File No. 247951)
- 4. Treasurer Southwest Solutions Group for maintenance and service on 2 vertical carousel lektrievers located in the Treasurer's office from 7/28/19 to 7/27/20; cost of \$1,650.38 (Clerk's Misc. File No. 247952)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Chairman, the following agreement renewals:

- 1. Administrative Services Crowley Micrographics, Inc. for renewal of CMF #244479 for FY 2019-2020 (Clerk's Misc. File No. 247953)
- 2. Parks Tulsa Community Foundation/Park Friends for renewal of CMF #244844 for FY 2019-2020 (Clerk's Misc. File No. 247954)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Peters, seconded by Sallee, to approve and authorize execution by the Chairman, the following inventory resolution from Purchasing, transfer to Human Resources; Apple Ipad 2 w/WiFi 64GB, SN DLXFLE86DFJ3, purch. 4/26/11 for \$799. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 247955)

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Chairman, the sole source from Highways to Kirby-Smith Machinery, Inc., for sales, parts, and service for all Dresser, Galion, Hamm, Komatsu, Leeboy, Rosco and all Gradall products. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 247956)

Moved by Peters, seconded by Sallee, to approve and authorize execution by the Chairman, the following utility permits from Engineers:

- 1. AT&T to parallel 106th St. N. +/- 1,000' W. of the intersection of 106th St. N. and Garnett Rd. and further described as 1,000' W. of the SE/C of Section 7, Township 21N, Range 14E by trenching and boring for 144 fiber line with 2" casing (Clerk's Misc. File No. 247957)
- 2. Oklahoma Natural Gas Company, a division of ONEOK, Inc. to cross S. 49th W. Ave. +/- .45 miles W. & 1.14 miles N. of the junction of Gilcrease Expressway and US Hwy 244 and further described as 335' N. of the SE/SW Corner of Section 20/21, Township 19N, Range 12E by boring for 3/4" natural gas pipeline (Clerk's Misc. File No. 247958)
- 3. Oklahoma Natural Gas Company, a division of ONEOK, Inc. to cross S. 11th W. Ave. +/- 1.50 miles S. & .59 miles E. of the junction of US Hwy 75 & ST Hwy 67 and further described as 2,518' N. of the SE/C of Section 26, Township 17N, Range 12E by boring for 3/4" natural gas pipeline (Clerk's Misc. File No. 247959)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Sallee, seconded by Peters, to approve the travel/training request from the Election Board for Mike Broad for renewal of one year subscription to unlimited live and online supervisory development seminars through Fred Pryor Seminars; cost of \$299. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 247960)

Moved by Peters, seconded by Sallee, to approve the following Personnel Actions:

A. Name	B. Action	C. Salary	D. Eff. Date
<u>Highways</u>			
Soto, Gustavo	Promotion	\$4,889.69	5/13/19
Soto, Gustavo	Transfer from Highway		
	Construction		6/1/19
(Clerk's Misc. File No. 247961)			

<u>Human Resources</u> Williams, Alyssa (Clerk's Misc. File No. 247962)	Promotion/Transfer	\$4,035.63	6/1/19
(CICIN 5 WIGC. 1 IIC 100. 2 17 302)			
<u>Parks</u>			
Vazquez, Gilberto	Resignation		5/15/19
Munds, Hailey	Part Time	\$7.50/hr.	5/15/19
Lankie, Hayden	Seasonal	\$9.25/hr.	5/20/19
Remke, Bradley	Return from FMLA	•	
•	w/pay	\$4,075.20	5/20/19
Wilson, Nicholas	Regular	\$1,870.27	5/22/19
Marr, Grace	Seasonal	\$9.25/hr.	5/22/19
Nimmo, Sampson	Seasonal	\$10.00/hr.	5/22/19
(Clerk's Misc. File No. 247963)		•	, ,

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Sallee, seconded by Peters, to accept and file the following Juvenile Bureau

Personnel Actions:

A. Name	B. Action	C. Salary	D. Eff. Date
Eaton, Marquis	Transfer to Part Time/		
	Change Org. to		
	2600900-505030	\$12.54/hr.	5/20/19
Gater, Nicole	Promotion/Change		
	Org. to 10003775-		
	505010	\$2,885.68	6/1/19
Sells, Alvin	FMLA Exhausted Date		
	Correction		4/25/19
Sells, Alvin	Medical Leave w/pay		
	Date Correction	\$2,841.68	4/26/19
Womeldorff, Clint	Change Org. to		
	10003730-505010	\$4,619.24	5/1/19
Currington, Doug	Change Org. to		
	10003730-505010	\$4,244.25	5/1/19
McQuarters, Brent	Change Org. to		
	10003730-505010	\$4,595.43	5/1/19
Grundy, Sylvia	Change Org. to		
	10003730-505010	\$3,741.67	5/1/19
Lewis, Dyan	Change Org. to		
	10003730-505010	\$5,208.92	5/1/19
(Clerk's Misc. File No. 247969)			

(Clerk's Misc. File No. 247969)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Peters, seconded by Sallee, to accept and file the following CC Health

Documents:

Agreements:

- 1. ImageNet Consulting, Inc. for service agreement for multi-purpose printers and copiers from 7/1/19 to 6/30/20; cost of \$10,000/qtr. maximum (Clerk's Misc. File No. 247970)
- 2. Universal Media, Inc. for Rx for Change Media Campaign from 5/1/19 to 5/31/19; cost of \$2,499 (Clerk's Misc. File No. 247971)
- 3. Littlefield Agency for Opioid Prescriber Campaign from 5/15/19 to 6/30/19; cost of \$30,000 (Clerk's Misc. File No. 247972)
- 4. Tulsa Juneteenth, Inc. for sponsorship of event by Healthy Living Program from 6/1/19 to 6/30/19; cost of \$2,500 (Clerk's Misc. File No. 247973)

Personnel Actions:			
A. Name	B. Action	C. Salary	D. Eff. Date
Haddaway, Jennifer	Correction to action dated 5/3/19; Change	·	
	Resignation date to		
	5/17/19		5/17/19
Ezparza, Mayra	New Hire Regular		
-	Full Time	\$2,400.00	5/21/19
Williams, Alyssa	Transfer to TC Human		
	Resources		5/31/19
Henderson, Kassandra	Resignation		5/31/19
Tanguma, Kimberly	Resignation		5/31/19
(Clerk's Misc. File No. 247974)			

Travel/Training - Ha Seo to Unit 2 from 6/3-7/19 in Denver, CO; cost of \$1,702.65 (Clerk's Misc. File No. 247975)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Peters, seconded by Sallee, to approve and authorize execution by the Commission, the claims, (payments for bills to be paid 5/13-17/19) that are in order as required by Title 19 O.S. §1505 D 11 providing all claims involving wages and/or salaries be subject to state and federal withholding tax, retirement fund and social security deductions. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Commission, Blanket Purchase Orders and Emergency Purchase Orders submitted from 5/20-24/19. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Zoning Application Hearing from Tulsa Metropolitan Area Planning

Commission, CZ-483, Applicant: Jason Trotter, Owner: Near by Storage, LLC, located
east of the southeast corner of Hwy 51 & South 161st West Avenue. The request is to
rezone approximately .93 acres from AG to CG to permit a boat storage facility. On
meeting date of March 6, 2019, TMAPC voted 9-0-0 to recommend that the County

Commission approve rezoning of .93 +/acres from AG to CG per staff recommendation.

Moved by Peters, seconded by Sallee, to enter into public hearing. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Public Hearing commenced at 8:51 a.m.

Dwayne Wilkerson from INCOG presented the application. The applicant, Jason Trotter, 4039 S. 177th W. Ave., Sand Springs, OK, 74063, spoke concerning the plan for the property.

Moved by Sallee, seconded by Peters, to close the Public Hearing at 8:56 a.m. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Peters, seconded by Sallee, to approve and authorize execution by the Chairman, Zoning Application and Resolution, CZ-483 Applicant: Jason Trotter, Owner: Near by Storage, LLC, located east of the southeast corner of Hwy 51 & South 161st West Avenue, rezoning approximately .93 acres from AG to CG to permit a boat storage facility. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 247976)

Chairman recognized members of the public signed up to speak regarding the 287(g) contract. John Smucker, 219 E. 128th Street South, Jenks, OK 74037, spoke in favor of the 287(g) contract.

Executive Session #1 from the District Attorney, requested by Matt Kehoe, pursuant to 25 O.S. § 307(B)(4), I am requesting that this matter be discussed in Executive Session between the Board and its attorney, for the purpose of confidential communications concerning possible official action regarding a pending claim in Tulsa County District Court case no. CJ-2018-4673, Cessor v. Board of County Commissioners of Tulsa County, disclosure of the details of which its attorney advises would seriously impair the ability of the Board to proceed in the public interest.

Executive Session #2 from the District Attorney, requested by Douglas Wilson, pursuant to 25 O.S. § 307(B)(4), I am requesting on behalf of Mr. Haskins that this matter be discussed in Executive Session between the Board and its attorney, the firm of Atkinson, Haskins, for the purpose of confidential communications concerning possible official action regarding a pending lawsuit, to-wit: *Crocker v. Regalado, et al.*, Case No. 17-CV-149-TCK-FHM, pending in the U.S. District of Oklahoma, disclosure of the details of which its attorney advises would seriously impair the ability of the Board to proceed in the public interest.

Moved by Peters, seconded by Sallee, to go into Executive Session. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Executive Session commenced at 9:01 a.m.

Moved by Peters, seconded by Sallee, to reconvene the regular meeting at 9:10 a.m. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Sallee, seconded by Peters, to allow Sheriff Regalado to hire outside counsel if needed, to-wit: Tulsa County District Court case no. CJ-2018-4673, Cessor v. Board of

County Commissioners of Tulsa County. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 247977)

No action taken for Executive Session #2.

Moved by Peters, seconded by Sallee, that this meeting be adjourned. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.







Tulsa County Election Board

To: Commissioner Keith

Chairman, BOCC

From: Gwen Freeman, Secretary Tulsa County Election Board

Date: May 28, 2019

Annual Inventory Certification

In accordance with TCP002: Capital Inventory Certification, attached is the Election Board inventory certification for the fiscal year 2019.

ORIGINAL SENT TO COUNTY CLERK'S OFFICE FOR PLACEMENT ON THE BOARD OF COUNTY COMMISSIONERS' MEETING AGENDA OF June 3, 2019.

XC: Commissioner Peters
Commissioner Sallee

Attachment

Re:

TULSA COUNTY ACTIVE ASSETS FOR CUSTODIAN CODE 008200 AS OF 05-23-2019

P 1 falocist

DEPT TAG ROOM ASSET		MANUF SERIAL #	CUSTODIAL	QTY	ACQUIS DATE EST LIFE	ACQUIS COST CURR BOOK	REPLACE COST REMAR STATUS	KS CAPITALIZE?
CUSTODIAN: 09750 14575 14575	008200 ELECTION BOARD GENERAL BUILD HEAVY DUTY HA		ELECTION BO		07/14/2006 40	3,625.00 3,625.00	3,625.00 ACTIVE	Y
	CUSTODIAN 008200 TOT	TALS COU	NT: 1			3,625.00 3,625.00	3,625.00	
	GRAND TOTALS	COU	NT: 1			3,625.00 3,625.00	3,625.00	

** END OF REPORT - Generated by Carrie Smith **



TULSA COUNTY ACTIVE ASSETS FOR CUSTODIAN CODES 002900 - 002925 AS OF 05-23-2018

P 1 falocist

DEPT	TAG # ASSET #	SUB CLASS MANUF S DESCRIPTION	SERIAL #	CUSTODIAN	QTY	ACQUIS DATE EST LIFE	ACQUIS COST CURR BOOK	REPLACE COST REMAI STATUS	RKS CAPITALIZE?
	TODIAN: 002900 30001040036 0004480		01040036 RAL FIL	ELECTIONS	1	06/17/2002 10	707.00 707.00	707.00 ACTIVE	Y
02000	30001040037 0004481	FILING CABINETS 3000 STEELCASE 843561HF LATER	01040037 RAL FIL	ELECTIONS	1	06/17/2002 10	707.00 707.00	707.00_ ACTIVE	Y
02000	30001040038 0004482	FILING CABINETS 3000 ENVY UNIVERSAL LATERIAL	01040038 FILE,	ELECTIONS	1	06/24/2002 10	646.00 646.00	646.00 ACTIVE	Y
02000	30001040039 0004483	FILING CABINETS 3000 ENVY UNIVERSAL LATERIAL	01040039 FILE,	ELECTIONS	1	06/24/2002 10	646.00 646.00	646.00_ ACTIVE	Y
02000	30001040042 0004484	FILING CABINETS 3000 HON LATERAL FILE CABINET	01040042 F, 5 DR	ELECTIONS	1	11/04/2002 10	565.00 565.00	565.00_ ACTIVE	Y
02000	30001040045 0004485	FILING CABINETS 3000 HON 600 SERIES LATERAL F	01040045 FILE 4-	ELECTIONS	1	05/19/2005 10	584.20 584.20	584.20 ACTIVE	Y
02000	30001040047 0004486	FILING CABINETS C444 UNIVERSAL LATERAL FILE,		ELECTIONS	1	07/18/2005 10	666.80 666.80	666.80 ACTIVE	Y
02000	30001040049 0004487	FILING CABINETS 3000 LATERAL FILE, LAMINATE S	0/104/004 SURFACE		1	06/12/2007 10	733.53 733.53	733.53 ACTIVE	Y
02000	30001050038 0004494	DESKS 3000 WAVEWORKS WORKSTATION W/)1050038 /DESK,	ELECTIONS	1	06/10/2002 10	2,087.00 2,087.00	2,087.00	Y
02000	30001050039 0004495	DESKS 3001 ENVY WORKCENTER W/LT & F	L050039 RT PEDE	ELECTIONS	1	06/24/2002 10	2,227.00 2,227.00	2,227.00 ACTIVE	Y
02000	30001080008 0004497	VISIBLE RECORD 3000 KARD-VEYER MODEL KV58M-4	01080008 1054	ELECTIONS	1	04/28/1989 10	6,563.96 .00	6,563.96 ACTIVE	Y
02000	30001080015 0004503	VISIBLE RECORD 5296 KARDVEYER		ELECTIONS	1	08/02/1999 10	9,702.00	9,702.00 ACTIVE	Y
02000	30001080016 0004504	VISIBLE RECORD 3116 KARDEX LEKTRIEVER SER 20		ELECTIONS	1 (07/19/2002 10	29,632.00	29,632.00 ACTIVE	Y
02000	30001090002 0004505	STORAGE CABINET 3000 CREDENZA KIMBALL AMER FI)1090002 [N	ELECTIONS	1 (09/28/1999 10	948.00 948.00	948.00 ACTIVE	Y
02000	30001100001 0004507	TABLES 3000 CONFERENCE TABLE)1100001	ELECTIONS	1 (01/01/1971 10	950.00 950.00	950.00 ACTIVE	Y
02000	30001110003 0004511	TABLE TOP COUNT 3613 SOFA, NAVY, VELVET		ELECTIONS	1 (06/28/2007 10	1,824.00 1,824.00	1,824.00ACTIVE	Y



TULSA COUNTY ACTIVE ASSETS FOR CUSTODIAN CODES 002900 - 002925 AS OF 05-23-2018

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DEPT ROOM	TAG # ASSET #	SUB CLASS MAD DESCRIPTION	NUF SERIAL #	CUSTODIAN	QTY	ACQUIS DATE EST LIFE	ACQUIS COST CURR BOOK	REPLACE COST REMA STATUS	RKS CAPITALIZE?
02000	30001150023 0004512	JACKS LIFT RITE PALLET JA	4282449-05 CK (TRUCK)	ELECTIONS	1	06/13/2006	579.00 579.00	579.00_ ACTIVE	Y
02000	30001150024 0004513	CHAIR TRUCKS/DO RUBBERMAID TILT TRU	3000/115/00 CK	24 ELECTIONS	1	06/20/2006 10	685.00 685.00	685.00_ACTIVE	Y
02000	30001150025 0004514	CHAIR TRUCKS/DO RUBBERMAID TILT TRU	3000/115/00 CK	25 ELECTIONS	1	06/20/2006 10	685.00 685.00	685.00_ ACTIVE	Y
02000	30001150026 0004515	CHAIR TRUCKS/DO RUBBERMAID TILT TRU	3000/115/00 CK	26 ELECTIONS	1	06/20/2006 10	685.00 685.00	685.00_ ACTIVE	Y
02000	30002010038 0004517	TYPEWRITERS IBM/LEXMARK WHEELWR	11WY877 ITER 1500 W	ELECTIONS	1	07/24/2002	688.00 688.00	688.00_ ACTIVE	Y
02000	30002010039 0004518	TYPEWRITERS IBM/LEXMARK WHEELWR	11VH239 ITER 1500 W	ELECTIONS	1	08/27/2002	688.00 688.00	688.00_ ACTIVE	Y
02000	30002040006 0004519	ELECTRIC FANS 8 CEILING FANS WITH	30002040006 SPEED CONT	ELECTIONS	1	07/14/2005	3,745.60 3,745.60	3,745.60 ACTIVE	Y
02000	30002050005 0004520	PHOTO REC M&E, SONY DIGITAL VIDEO	730751 CAMERA RECO	ELECTIONS	1	07/10/2001	769.99 769.99	769.99	Y
02000	30002160007 0004528	ADDRESSING/MAIL LETTER OPENER OMATIC	737 ON MODEL 20	ELECTIONS	1	02/26/2001	5,836.00	5,836.00ACTIVE	Y
02000	30002160012 0004533	ADDRESSING/MAIL NEOPOST FURNITURE M	30002160012 ODEL NO. CO	ELECTIONS	1	07/14/2005	1,399.00 1,399.00	1,399.00ACTIVE	Y
02000	30002370002 0004573	PAPER SHREDDERS DAHLE 20814 PAPER S	DV 00084 HREDDER	ELECTIONS	1	05/31/2007	1,899.00 1,899.00	1,899.00 ACTIVE	Y
02000	30004060004 0004575	AIR COMPRESORS SPEEDAIRE, 60GAL, 5	L5/4/06-000 HP, AIR COM		1	07/13/2007 10	790.20 790.20	790.20	Y
02000	30004330008 0004577	FLR BUFFERS, SC RENOWN FLOOR BURINS	RENOVP00967 HER	ELECTIONS	1	03/05/2007	852.00 852.00	852.00 ACTIVE	Y
02000	30005990001 0004581	DEFIBRILLATORS CARDIAC SCIENCE, PO	4028278 WERHEART AE	ELECTIONS	1	05/31/2007 20	1,450.00 1,450.00	1,450.00	Y
02000	30006940001 0004586	PALLET MOVER, F BATTERY POWERED STR	719509 ADDLE & PAL	ELECTIONS	1	06/19/2007	3,562.38 3,562.38	3,562.38	Y
02000	30202310002 0004587	ELECTRIC STAPLE POWIS PARKER FASTBA	17154 CK MODEL15	ELECTIONS	1	08/11/2008	4,895.00 4,895.00	4,895.00 ACTIVE	Y
02000	30206180002 0004605	ICE MACHINES AN MANITOWOC 130 SERIE	310041334 S CUBER AC	ELECTIONS	1	06/20/2008	1,319.95 1,319.95	1,319.95 ACTIVE	Y



TULSA COUNTY ACTIVE ASSETS FOR CUSTODIAN CODES 002900 - 002925 AS OF 05-23-2018

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				AS OF U	5-4.	3-2018			
DEPT ROOM	TAG # ASSET #	SUB CLASS M DESCRIPTION	ANUF SERIAL #	CUSTODIAN		Y ACQUIS DATE EST LIFE	ACQUIS COST CURR BOOK	REPLACE COST REMI	ARKS CAPITALIZE?
02000	10004 10004	BUILDINGS TULSA COUNTY ELECT	ION BOARD	ELECTIONS	1	07/01/1983 50	671,428.00 190,237.65	671,428.00_ ACTIVE	Y
	10457 10457 odity code:	MISC OFFICE FUR COMMERCIAL WET/DRY 91000040004	MODEL # 4YE VACUUM	72 ELECTIONS	1	06/17/2009 10	629.10 629.10	629.10 ACTIVE	Y
02000	14545 14545	MISCELLANEOUS E BALOTCALL MAX ELEC	TION ALART S	ELECTIONS	1	11/30/2009	648.00 648.00	648.00 ACTIVE	Y
02000	14552 14552	MISCELLANEOUS E BALOTCALL MAX ELEC	TION ALART S	ELECTIONS	1	11/30/2009 20	648.00 648.00	648.00ACTIVE	Y
02000	14553 14553	MISCELLANEOUS E BALOTCALL MAX ELEC	TION ALART S	ELECTIONS	1	11/30/2009 20	648.00 648.00	648.00 ACTIVE	Y
02000	14554 14554	MISCELLANEOUS E BALOTCALL MAX ELEC	TION ALART S	ELECTIONS	1	11/30/2009 20	648.00 648.00	648.00_ ACTIVE	Y
02000	14555 14555	MISCELLANEOUS E BALOTCALL MAX ELEC	TION ALART S	ELECTIONS	1	11/30/2009 20	648.00 648.00	648.00 ACTIVE	Y
02000	14556 14556	MISCELLANEOUS E BALOTCALL MAX ELEC	TION ALART S	ELECTIONS	1	11/30/2009 20	648.00 648.00	648.00 ACTIVE	Y
02000	14557 14557	MISCELLANEOUS E BALOTCALL MAX ELEC	TION ALART S	ELECTIONS	1	11/30/2009 20	648.00 648.00	648.00 ACTIVE	У
02000	14558 14558	MISCELLANEOUS E BALOTCALL MAX ELEC	TION ALART S	ELECTIONS	1	11/30/2009 20	648.00 648.00	648.00 ACTIVE	Y
02000	14559 14559	MISCELLANEOUS E BALOTCALL MAX ELEC	TION ALART S	ELECTIONS	1	11/30/2009	648.00 648.00	648.00 ACTIVE	У
02000	14560 14560	MISCELLANEOUS E BALOTCALL MAX ELEC	TION ALART S	ELECTIONS	1	11/30/2009 20	648.00 648.00	648.00_ ACTIVE	Y
	15478 <u>15478</u> odity code:	FILING CABINETS 10N2136LFF4L UNIVE 64010060177	10N2136LFF4 RSAL, LATERA		1	03/27/2013	795.69 795. 6 9	795.69	Y
	15479 15479 odity code:	CHECK PROTECTOR ENWYSIGN 65000480002	WY-1165	ELECTIONS	1	07/16/2013	895.00 895.00	895.00_ ACTIVE	Y
	15480 15480 odity code:	CHECK PROTECTOR ENWYSIGN 65000480002	WY-1166	ELECTIONS	1	07/16/2013	895.00 895.00	895.00 ACTIVE	Y
02000	16806 16806	VOTING MACHINES BALLOT BOX CARTS		ELECTIONS	1	06/11/2014	835.73 835.73	835.73	Y



TULSA COUNTY ACTIVE ASSETS FOR CUSTODIAN CODES 002900 - 002925 AS OF U5-23-2010

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	AD 01 03-23 2020								
DEPT ROOM	TAG # ASSET #	SUB CLASS DESCRIPTION	MANUF SERIAL #	CUSTODIA		ACQUIS DATE EST LIFE	ACQUIS COST CURR BOOK	REPLACE COST REMA STATUS	RKS CAPITALIZE?
02000	16807 16807	VOTING MACHINES BALLOT BOX CARTS		ELECTIONS		06/11/2014	835.73 835.73	835.73ACTIVE	Y
02000	16808 16808	VOTING MACHINES BALLOT BOX CARTS		ELECTIONS	1	06/11/2014	835.73 835.73	835.73 ACTIVE	Y
02000	19242 19242	VOTING MACHINES BALLOT CALL MAX	ELECTION ALERT	ELECTIONS	1	07/01/2015	664.00 664.00	664.00_ ACTIVE	Y
02000	19245 19245	VOTING MACHINES BALLOT CALL MAX	ELECTION ALERT	ELECTIONS	1	07/01/2015	664.00 664.00	664.00ACTIVE	Y
02000	19246 19246	VOTING MACHINES BALLOT CALL MAX	ELECTION ALERT	ELECTIONS	1	07/01/2015	664.00 664.00	664.00 ACTIVE	Y
02000	19247 19247	VOTING MACHINES BALLOT CALL MAX	ELECTION ALERT	ELECTIONS	1	07/01/2015	664.00 664.00	664.00 ACTIVE	Y
02000	19248 19248	VOTING MACHINES BALLOT CALL MAX	ELECTION ALERT	ELECTIONS	1	07/01/2015	664.00 664.00	664.00ACTIVE	Y
	CUSTO	DIAN 002900 TOTALS	COUN	T: 56			776,668.59 243,744.28	776,668.59	
	TODIAN: 002925 1 30301090009 0004611	ELECTION BOARD STA STORAGE CABINET U SHAPED WORK STA	30301090009	ELECTION E	1 BOARD	07/10/2008 10	1,104.97 1,104.97	1,104.97 ACTIVE	Y
02000	30301090010 0004612	STORAGE CABINET L SHAPED WORK STA	30301090010 ATION	ELECTION E	1 BOARD	07/10/2008 10	870.44 870.44	870.44	Y
02000	30301090012 0004614	STORAGE CABINET L SHAPED WORK ST.	30301090012 ATION	ELECTION E	1 BOARD	07/10/2008 10	870.44 870.44	870.44	Y
02000	30301090013 0004615	STORAGE CABINET L SHAPED WORK ST.	30301090013 ATION	ELECTION E	1 BOARD	07/10/2008 10	870.44 870.44	870.44	Υ
02000	30301090014 0004616	STORAGE CABINET U SHAPED WORK ST.	30301090014 ATION	ELECTION E	1 BOARD	07/10/2008 10	1,529.28 1,529.28	1,529.28	Y
02000	30301090015 0004617	STORAGE CABINET U SHAPED WORK ST	30301090015 ATION	ELECTION E	1 BOARD	07/10/2008 10	1,529.28 1,529.28	1,529.28 ACTIVE	Y
02000	30301090017 0004619	STORAGE CABINET WORK STATION	WKSTATION			09/12/2008 10	6,063.16	6,063.16ACTIVE	Y
02000	10005 10005	BUILDINGS ELECTION BOARD S	TORAGE	ELECTION E	1 BOARD	07/01/1997 50	12,499.00 7,041.30	12,499.00ACTIVE	Y
02000	10350 10350	LAND TULSA COUNTY ELE	CTION BOARD			07/01/1983	99,400.00 99,400.00	99,400.00 ACTIVE	Y



TULSA COUNTY ACTIVE ASSETS FOR CUSTODIAN CODES 002900 - 002925 AS OF 05-23-2018

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DEPT TAG # ROOM ASSET #	SUB CLASS MANUF SERIAL DESCRIPTION	L # QTY ACQUIS CUSTODIAN EST	DATE ACQUIS COST LIFE CURR BOOK	REPLACE COST REMARKS STATUS CAPITALIZE?
	VIDEO EQUIPMENT 132148 SONY CAMCORDER AND ACCES.			
02000 11740 11740 Commodity code:	GENERAL BUILDIN ELECTION BOARD ROOF 16750160002	1 01/31/20 ELECTION BOARD	121,207.14 95,955.70	121,207.14 ACTIVE Y
02000 12099 12099 Commodity code:	DESKS FRANKLIN, 15DX72W, HIGH BACK 64010050227	1 06/08/20 C O ELECTION BOARD 1	211 472.80 472.80	472.80 ACTIVE Y
02000 12100 12100 Commodity code:	DESKS FRANKLIN, 15DX72W, HIGH BACK 64010050227	1 06/08/20 C O ELECTION BOARD 1	111 472.80 472.80	472.80Y
02000 12101 12101 Commodity code:	FRANKLIN 24DX48W, BRIDGE, CO	2 06/08/20 2 PRD ELECTION BOARD 1	250.56 250.56	250.56
02000 12102 12102 Commodity code:	FRANKLIN 24DX48W, BRIDGE, CC	2 06/08/20 2 PRD ELECTION BOARD 1	250.56 0 250.56	250.56Y
02000 12103 12103 Commodity code:	DESKS FRANKLIN, 24DX72W, CRED, LEF 64010060112	T, ELECTION BOARD 1	660.48 660.48	660.48
02000 12104 $\frac{12104}{\text{Commodity code}}$	FRANKLIN, 24DX/2W, CRED, RIC	1 06/08/20 CHT ELECTION BOARD 1	660.48 0 660.48	ACTIVE Y
02000 12105 12105 Commodity code:	FRANKLIN, 36DX72W, DESK, LEF	1 06/08/20 T ELECTION BOARD 1	692.64 0 692.64	692.64Y
02000 12106 12106 Commodity code:	DESKS FRANKLIN, 36DX72W, DESK, RIG 64010030151	1 06/08/20 HT ELECTION BOARD 1	11 692.64 0 692.64	692.64Y
02000 12583 12583 Commodity code:	VIDEO EQUIPMENT 105RMCJ1 LG 47LD451C 47 INCH TV - MFG 22000489250	U923 1 10/06/20 P ELECTION BOARD	11 1,200.83 8 1,200.83	1,200.83Y
Commodity code:				
02000 14314 14314	MISCELLANEOUS E SPRINKLER SYSTEM	1 12/17/20 ELECTION BOARD 2	3,975.00 0 3,975.00	3,975.00



TULSA COUNTY ACTIVE ASSETS FOR CUSTODIAN CODES 002900 - 002925 AS OF 05-23-2018

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				110 01 01	, 45	2010			
DEPT ROOM AS	TAG # SET #	SUB CLASS DESCRIPTION	MANUF SERIAL #	CUSTODIAN	QTY	ACQUIS DATE EST LIFE	ACQUIS COST CURR BOOK	REPLACE COST REMA STATUS	RKS CAPITALIZE?
02000 14	316 316	MISCELLANEOUS E WIRE SHELVING H7	4, W60, D24-5	ELECTION BOA	1 ARD	11/05/2012	588.10 588.10	588.10_ ACTIVE	Y
02000 14. 14	317 317	MISCELLANEOUS E WIRE SHELVING H7	4, W60, D24-5	ELECTION BOA	1 : ARD		588.10 588.10	588.10 ACTIVE	Y
02000 15 15	503 503	REMODELING CLASSROOM REMODE	L	ELECTION BOA	1 : ARD	12/28/2012 40	12,942.76 10,866.82	12,942.76 ACTIVE	Y
	ty code:	COMPUTER EQUIPM MICROSOFT SURFAC 22070083382							Y
02000 16. 16. Commodi	227 227 ty code:	COMPUTER EQUIPM MICROSOFT SURFAC 22070083382	007911334653 E PRO 2 - TABL	3 ELECTION BOA	1 ARD	03/21/2014	964.00 964.00	964.00 ACTIVE	Y
02000 16. 16. Commodi	228	COMPUTER EQUIPM MICROSOFT SURFAC 22070083382	007883234653 E PRO 2 - TABL	3 ELECTION BOA	1 (ARD	03/21/2014	964.00 964.00		Y
02000 16 16	5230 5230	TABLES WWN3672RT2 36X72	WWN3672RT2 CONFERENCE TA	ELECTION BOA	1 ARD	03/25/2014 10	1,479.27 1,479.27	1,479.27 ACTIVE	Y
02000 16 16 Commodi	414 414 ty code:	COMPUTER EQUIPM MICROSOFT SURFAC 22070060898	031763140853 E PRO 2 - TABL	3 ELECTION BOA	1 (ARD	01/16/2014	1,194.00 1,194.00	1,194.00 ACTIVE	Y
02000 16 16 Commodi	ty code:	COMPUTER EQUIPM MICROSOFT SURFAC 22070060899					918.00 918.00	918.00 ACTIVE	Y
02000 16 16 Commodi	418 418 ty code:	COMPUTER EQUIPM LATITUDE E6540, 22070060944	3P9ZXZ1 WINDOWS 7 PROF	ELECTION BOA	1 (ARD	04/07/2014 8	1,815.95 1,815.95	1,815.95 ACTIVE	Y
02000 16 16 Commodi	5419 5419 Lty code:	COMPUTER EQUIPM LATITUDE E6540, 22070060944	3QWYXZ1 WINDOWS 7 PROF	ELECTION BOA	1 (ARD	04/07/2014	1,815.95 1,815.95	1,815.95 ACTIVE	Y
02000 16 16 Commodi	5420 5420 ty code:	COMPUTER EQUIPM LATITUDE E6540, 22070060944	HQWYXZ1 WINDOWS 7 PROF	ELECTION BOA	1 ARD	04/07/2014 8	1,815.95 1,815.95	1,815.95 ACTIVE	Y
02000 16 16 Commodi	ty code:	COMPUTER SOFTWA MICROSOFT OFFICE 22070060945					358.00 358.00	358.00ACTIVE	Y
02000 16 16 Commodi	6422 6422 ty code:	COMPUTER SOFTWA MICROSOFT OFFICE 22070060945	PROFESSIONAL	ELECTION BOA	1 ARD	04/10/2014	358.00 358.00	358.00ACTIVE	Y



TULSA COUNTY ACTIVE ASSETS FOR CUSTODIAN CODES 002525 AS OF 05-23-2018

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		AS OF 05-2.	3-2018			
DEPT TAG # ROOM ASSET #	SUB CLASS MANUF SERIAL DESCRIPTION	# CUSTODIAN	Y ACQUIS DATE EST LIFE	ACQUIS COST CURR BOOK	REPLACE COST REMARI STATUS	KS CAPITALIZE?
02000 16423 16423 Commodity code:	COMPUTER SOFTWA MICROSOFT OFFICE PROFESSIONAL 22070060945	1 ELECTION BOARD	04/10/2014	358.00 358.00	358.00_ ACTIVE	Y
02000 16424 16424 Commodity code:	COMPUTER SOFTWA MICROSOFT OFFICE PROFESSIONAL 22070060945	1 ELECTION BOARD	04/10/2014	358.00 358.00	358.00_ ACTIVE	Y
02000 16425 16425 Commodity code:	COMPUTER SOFTWA MICROSOFT OFFICE PROFESSIONAL 22070060945	1 ELECTION BOARD	04/10/2014	358.00 358.00	358.00ACTIVE	Y
02000 16431 16431 Commodity code:	MISCELLANEOUS E DF-777 AUTOMATIC FOLDER 27000090076	1 ELECTION BOARD	04/22/2014 20	3,170.00 3,170.00	3,170.00ACTIVE	Y
02000 16432 16432 Commodity code:	COMPUTER SOFTWA JUNIPER SRX SVCS & LICENSES 21250050500	1 ELECTION BOARD	04/09/2014	1,216.62 1,216.62	1,216.62ACTIVE	Y
02000 16473 16473 Commodity code:	COMPUTER EQUIPM DC0ZXZ1 LATITUDE E6540 WINDOWS 7 PROFE 22070060944	1 ELECTION BOARD	04/07/2014	1,815.95 1,815.95	1,815.95 ACTIVE	Y
02000 16475 16475 Commodity code:	COMPUTER EQUIPM 6PWYXZ1 LATITUDE E6540, WINDOWS 7 PROF 22070060944	1 ELECTION BOARD	04/07/2014	1,815.95 1,815.95	1,815.95ACTIVE	Y
02000 16511 16511	COMPUTER SOFTWA 35172Y1 DELL B1160W WIRELESS MONO LASE	1 ELECTION BOARD	04/10/2014	132.99 132.99	132.99 ACTIVE	Y
02000 16675 16675 Commodity code:	COMPUTER EQUIPM BCQ6X12 OPTIPLEX 9020 SMALL FORM FACTO 22070061017	ELECTION BOARD	07/03/2014	1,749.88 1,749.88	1,749.88	Y
02000 16957 16957 Commodity code:	PROJECTORS AND V11578020 EPSON PL 99W WXGA 3000 LUM (MF 22000481241	1 ELECTION BOARD	09/24/2014	708.24 708.24	708.24	Y
02000 17364 17364 Commodity code:	TABULATING CARD ELF 120-S2 KARDEX REMSTAR LEKTRIEVER ELF/ 64010170001	114S 1 ELECTION BOARD	11/20/2014	64,696.05 36,661.18	64,696.05 ACTIVE	Y
02000 17365 17365 Commodity code:	FILING CABINETS 695LQ HON 600 SERIES LATERAL FILE HO 64010060205	ELECTION BOARD	11/21/2014	1,095.01 1,095.01	1,095.01 ACTIVE	Y
02000 17702 17702 Commodity code	COMPUTER EQUIPM MXL5120SBX HP COMPUTER & 2 MONITORS 22000481377	ELECTION BOARD	03/23/2015	1,356.00 1,356.00	1,356.00 ACTIVE	Y



TULSA COUNTY ACTIVE ASSETS FOR CUSTODIAN CODES 002900 - 002925 AS OF 05-23-2018

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		110 OI OJ 25 2010		
DEPT TAG # ROOM ASSET #	SUB CLASS MANUF SERIA DESCRIPTION	L # QTY ACQUIS DATE CUSTODIAN EST LIFE	ACQUIS COST CURR BOOK	REPLACE COST REMARKS STATUS CAPITALIZE?
02000 17703 17703 Commodity code:	COMPUTER EQUIPM MXL5120S HP COMPUTER & 2 MONITORS 22000481377	BY 1 03/23/2015 ELECTION BOARD 8	1,356.00 1,356.00	1,356.00
02000 17704 17704 Commodity code:	COMPUTER EQUIPM 5XL5120S HP COMPUTER & MONITOR 22000481377	BW 1 03/23/2015 ELECTION BOARD 8	1,117.00 1,117.00	1,117.00
02000 17705	COMPUTER EQUIPM MXL51205 HP COMPUTER & MONITOR 22000481377	BX 1 03/23/2015 ELECTION BOARD 8	1,117.00 1,117.00	1,117.00
02000 17706	COMPUTER EQUIPM MXL5120S HP COMPUTER & MONITOR 22000481377	BZ 1 03/23/2015 ELECTION BOARD 8	1,117.00 1,117.00	1,117.00 ACTIVE Y
Commodity code:				1,117.00
02000 17819 17819 Commodity code:	COMPUTER EQUIPM 5CG5152J HP ELITEBOOK 850 22000481439	4Q 1 04/20/2015 ELECTION BOARD 8	1,216.00 1,216.00	1,216.00Y
02000 17820 17820 Commodity code:	COMPUTER EQUIPM 5CG5152J HP ELITEBOOK 850 22000481439	4K 1 04/20/2015 ELECTION BOARD 8	1,216.00 1,216.00	1,216.00Y
02000 17821 17821 Commodity code:	HP ELITEBOOK 850	1 04/20/2015 ELECTION BOARD 8	1,216.00 1,216.00	1,216.00Y
02000 17822 17822 Commodity code:	COMPUTER EQUIPM 5CG5152J HP ELITEBOOK 850 22000481439	4T 1 04/20/2015 ELECTION BOARD 8	1,216.00 1,216.00	1,216.00_ ACTIVE Y
02000 17823 17823 Commodity code:	COMPUTER EQUIPM 5CG5152J HP ELITEBOOK 850 22000481439	1 04/20/2015 ELECTION BOARD 8	1,216.00 1,216.00	1,216.00
02000 17824 17824 Commodity code:	COMPUTER EQUIPM 5CG5152J HP ELITEBOOK 850 22000481439	4G 1 04/20/2015 ELECTION BOARD 8	1,216.00 1,216.00	1,216.00Y
02000 17825 17825 Commodity code:	HP ELITEBOOK 850 22000481439		1,216.00	
02000 17826 17826 Commodity code:	COMPUTER EQUIPM 5CG5152J HP ELITEBOOK 850 22000481439	51 1 04/20/2015 ELECTION BOARD 8	1,216.00 1,216.00	1,216.00 ACTIVE Y



TULSA COUNTY ACTIVE ASSETS FOR CUSTODIAN CODES 002900 - 002925 AS OF 05-23-2018

P 9 falocist

		01 03 1	3 2020		
DEPT TAG # ROOM ASSET #	SUB CLASS MANUF SERIAL DESCRIPTION	# CUSTODIAN	Y ACQUIS DATE EST LIFE	ACQUIS COST CURR BOOK	REPLACE COST REMARKS STATUS CAPITALIZE
Commodity code	CHAIRS 75-37A773 OFD ADJUSTABLE LUMB : 64010010312	A ELECTION BOARD		584.95 584.95	584.95
02000 19029	COMPUTER EQUIPM MXL6050NJ BTO HP 800 G1 17-4790 500GN : 22000500302	B 1 ELECTION BOARD	02/08/2016	878.00 878.00	878.00 ACTIVE Y
02000 19030 19030 Commodity code	COMPUTER EQUIPM MXL6050NJ BTO HP 800 G1 17-4790 500GN : 22000500302	6 1 ELECTION BOARD	02/08/2016	878.00 878.00	878.00_ ACTIVE Y
02000 19031 19031 Commodity code	COMPUTER EQUIPM MXL6050NJ BTO HP 800 G1 17-4790 500GN : 22000500302	7 ELECTION BOARD	02/08/2016	878.00 878.00	878.00_ ACTIVE Y
02000 19032 19032 Commodity code	COMPUTER EQUIPM MXL6050NJ BTO HP 800 G1 17-4790 500GN : 22000500302	8 ELECTION BOARD	02/08/2016	878.00 878.00	878.00_ ACTIVE Y
Commodity code	COMPUTER EQUIPM MXL6050NJ BTO HP 800 G1 17-4790 500GN : 22000500302			878.00 878.00	878.00
Commodity code	COMPUTER EQUIPM MR32-HW WIRLESS ACCESS POINT : 22000480936			504.31 504.31	504.31
02000 19622 19622 Commodity code	COMPUTER EQUIPM MR32-HW WIRLESS ACCESS POINT : 22000480936	ELECTION BOARD	08/24/2016	504.31 504.31	504.31
02000 20075 20075 Commodity code	COMPUTER EQUIPM MXL7101YM HP ELITEDESK COMPUTER : 22000481698	J 1 ELECTION BOARD	03/13/2017	801.00 801.00	801.00_ ACTIVE Y
02000 20076 <u>20076</u> Commodity code	COMPUTER EQUIPM MXL7101YM HP ELITEDESK COMPUTER : 22000481698	K 1 ELECTION BOARD	03/13/2017	801.00 801.00	801.00_ ACTIVE Y
02000 20077 20077 Commodity code	COMPUTER EQUIPM MXL7101YM HP ELITEDESK COMPUTER	N ELECTION BOARD	03/13/2017	801.00 801.00	801.00_ ACTIVE Y
02000 20078	COMPUTER EQUIPM MXL7101YM HP ELITEDESK COMPUTER: 22000481698	H ELECTION BOARD	03/13/2017	801.00 801.00	801.00_ ACTIVE Y
02000 20079	COMPUTER EQUIPM MXL7101YM HP ELITEDESK COMPUTER: 22000481698	L 1 ELECTION BOARD	03/13/2017	801.00 801.00	801.00_ ACTIVE Y



TULSA COUNTY ACTIVE ASSETS FOR CUSTODIAN CODES 002900 - 002925 AS OF 05-23-2018

P 10 falocist

			AS OF 05-2	3-2018			
DEPT TAG ROOM ASSET	# SUB CLASS # DESCRIPTI	MANUF SERIAL #	CUSTODIAN QT	Y ACQUIS DATE EST LIFE	ACQUIS COST CURR BOOK	REPLACE COST REMA STATUS	RKS CAPITALIZE?
Commodity	ode: 22000481698	QUIPM MXL7101YMM ESK COMPUTER				801.00_ ACTIVE	
02000 20084 20084	REFRIGERAT FREEZERLE	ORS SS REFRIGERATOR	1 ELECTION BOARD	04/07/2017	674.10 674.10	674.10ACTIVE	Y
Commodity c	ode: 65500020001	PERS PM1780191 STAND ALONE LETTER O				7,062.00 ACTIVE	Y
02000 20326 20326 Commodity o	PAPER SHRE ENDES4002 ode: 65500010000	DDERS CC DESTROYIT SHREDDER	1 ELECTION BOARD	06/27/2017 8	2,465.00 2,465.00	2,465.00 ACTIVE	Y
Commodity c	ode: 64010030330	TH RIGHT RETURN, WARM	ELECTION BOARD	10		1,891.00ACTIVE	Y
Commoditie	ode: 12010020002	E FUR MOUNTED MINI-SHADE (ST				1,253.00	Y
02000 20454 20454 Commodity of	FILING CAB 6 DRAWER ode: 64010060253	BINETS CARD FILE CABINET	1 ELECTION BOARD	10/04/2017	711.21 711.21	711.21	Y
02000 20455	FILING CAB 6 DRAWER ode: 64010060253	BINETS	1 ELECTION BOARD	10/04/2017	711.21 711.21	711.21_ ACTIVE	Y
Commoditie	FILING CAB 6 DRAWER ode: 64010060253	CARD FILE CABINET	1 ELECTION BOARD	10	711.21 711.21	711.21	Y
02000 20457 20457 Commodity o	FILING CAB 6 DRAWER ode: 64010060253	INETS CARD FILE CABINET	1 ELECTION BOARD	10/04/2017	711.21 711.21	711.21_ ACTIVE	Y
02000 20458 20458 Commodity of	FILING CAB 6 DRAWER ode: 64010060253	SINETS CARD FILE CABINET	1 ELECTION BOARD	10/04/2017	711.21	711.21_ ACTIVE	Y
02000 20496 20496 Commodity o	COMPUTER E DELL CTO ode: 22070040101	QUIPM 5050 17-7700 512/16 W	1 ELECTION BOARD	12/04/2017	1,025.00 1,025.00		Y
02000 20497 20497	COMPUTER E DELL CTO ode: 22070040101	COUIPM 5050 17-7700 512/16 W	1 ELECTION BOARD	12/04/2017	1,025.00 1,025.00	1,025.00ACTIVE	Y



TULSA COUNTY ACTIVE ASSETS FOR CUSTODIAN CODES 002900 - 002925 AS OF 05-23-2018

P 11 falocist

DEPT TAG # ROOM ASSET #	SUB CLASS MANUF SERIAL DESCRIPTION	# QT CUSTODIAN	Y ACQUIS DATE EST LIFE	ACQUIS COST CURR BOOK	REPLACE COST REMARKS STATUS CAPITALIZE?
Commodity code.	COMPUTER EQUIPM DELL CTO 5050 17-7700 512/16 W 22070040101				
02000 20499	COMPUTER EQUIPM DELL CTO 5050 17-7700 512/16 W 22070040101	1 ELECTION BOARD	12/04/2017	1,025.00 1,025.00	1,025.00 ACTIVE Y
Commodity code:					
Commodity code:					
02000 20502 <u>20502</u> Commodity code:	COMPUTER EQUIPM DELL CTO 5050 17-7700 512/16 W 22070040101	1 ELECTION BOARD	12/04/2017	1,025.00 1,025.00	1,025.00
Commodity code:	DESKS BOW FRONT U DESK & HUTCH PLUS 64010030338				1,289.12
Commodity code:					
02000 20581 <u>20581</u> Commodity code:	CHAIRS ADMIRE SIDE CHAIR WITH ARMS 64010010221	1 ELECTION BOARD	12/01/2017	603.90 603.90	603.90Y
Commodity gode.	CHAIRS ADMIRE SIDE CHAIR WITH ARMS 64010010221		12/01/2017		ACTIVE Y
Commodity code:					
02000 20599 20599 Commodity code:	COMPUTER EQUIPM 2973242196 LAPTOP - DELL CTO 5480 17-7820 22070061395	2 1 ELECTION BOARD	03/05/2018	1,462.00 1,462.00	1,462.00
Commodity code:					
02000 20601 <u>20601</u> Commodity code:	COMPUTER EQUIPM 2551336202 LAPTOP - DELL CTO 5480 I7-7820 22070061395	ELECTION BOARD	03/05/2018	1,462.00 1,462.00	1,462.00Y



TULSA COUNTY ACTIVE ASSETS FOR CUSTODIAN CODES 002900 - 002925 AS OF 05-23-2018

P 12 falocist

		AD 01 05 25	2010		
DEPT TAG # ROOM ASSET #	SUB CLASS MANUF SERIAL DESCRIPTION	# CUSTODIAN QTY	ACQUIS DATE EST LIFE	ACQUIS COST CURR BOOK	REPLACE COST REMARKS STATUS CAPITALIZE?
Commodity code:		6 1 0 ELECTION BOARD	03/05/2018	1,462.00 1,462.00	1,462.00_ ACTIVE Y
02000 20603 <u>20603</u> Commodity code:	COMPUTER EQUIPM 1766788020 LAPTOP - DELL CTO 5480 17-7820 22070061395	2 1 0 ELECTION BOARD	03/05/2018	1,462.00 1,462.00	1,462.00
02000 20604 <u>20604</u> Commodity code:	COMPUTER EQUIPM 1866711175 LAPTOP - DELL CTO 5480 I7-7820 22070061395	4 1 0 ELECTION BOARD	03/05/2018	1,462.00 1,462.00	1,462.00
Commodity code.	COMPUTER EQUIPM 1872757793 LAPTOP - DELL CTO 5480 I7-7820 22070061395				
02000 20606	COMPUTER EQUIPM 2731377492 LAPTOP - DELL CTO 5480 17-7820 22070061395	2 1 0 ELECTION BOARD	03/05/2018	1,462.00 1,462.00	1,462.00
02000 20610	COMPUTER EQUIPM JPBCKC71V8 HP COLOR LASERJET ENTERPRISE M 22000500449	1 0 ELECTION BOARD	03/13/2018	768.26 768.26	768.26
Commodity code:	DESKS 13071-71 U-Shaped Desk 64010030001				
02000 21795 21795 Commodity code:	DESKS 14656-1 Full Pedestal L-Desk 64010030002	1 0 ELECTION BOARD	01/07/2019	911.73 911.73	911.73Y
02000 21796 21796 Commodity code:	DESKS 14656-2 Full Pedestal L-Desk 64010030002	1 0 ELECTION BOARD	01/07/2019	911.73 911.73	911.73Y
02000 21805 AB 21805 Commodity code:	COMPUTER EQUIPM J3RJHV2 DELL CTO 5060 I5-8500 256/16 W 22070120215	1 0 ELECTION BOARD	03/18/2019	903.00 903.00	903.00Y
Commodity code:				903.00 903.00	903.00Y
	COMPUTER EQUIPM J3RJDV2 DELL CTO 5060 I5-8500 256/16 W 22070120215			903.00 903.00	ACTIVE Y
	COMPUTER EQUIPM J3RGDV2 DELL CTO 5060 15-8500 256/16 W			903.00 903.00	903.00_ ACTIVE Y

TULSA COUNTY ACTIVE ASSETS FOR CUSTODIAN CODES 002900 - 002925 AS OF 05-23-2018

P 13 falocist

DEPT TAG # ROOM ASSET #	SUB CLASS DESCRIPTION	MANUF SERIAL #	CUSTODIAN	Y ACQUIS DATE EST LIFE	ACQUIS COST CURR BOOK	REPLACE COST REMA STATUS	RKS CAPITALIZE?
02000 21809 PCT 21809 Commodity code:	COMPUTER EQUIPM DELL CTO 5060 15- 22070120215			03/18/2019	903.00 903.00	903.00_ ACTIVE	Y
02000 21810 AB <u>21810</u> Commodity code:	COPYING & FAX M LEXMARK CX421ADN 22070020105		F 1 LECTION BOARD		530.22 530.22	530.22 ACTIVE	Y
	COPYING & FAX M LEXMARK MS821DN-F 22070020106				972.41 972.41	972.41	Y
02000 21812 AB <u>21812</u> Commodity code:	COPYING & FAX M LEXMARK MS821DN-P 22070020106	S4064820132V4 RINTER FOR AB E		04/01/2019	972.41 972.41	972.41	<u>Y</u>
	COPYING & FAX M LEXMARK MS821DN-P 22070020106	S40648420132V RINTER FOR AB E			972.41 972.41	972.41_ ACTIVE	Y
CU	STODIAN 002925 TOTALS	COUNT	: 119		439,920.49 371,419.06	439,920.49	
GR	AND TOTALS	COUNT	: 175		1,216,589.08 615,163.34	1,216,589.08	

^{**} END OF REPORT - Generated by Carrie Smith **

TULSA COUNTY PURCHASING DEPARTMENT

MEMO

DATE:

May 29, 2019

FROM:

Matney M. Ellis

Purchasing Director

TO:

Board of County Commissioners

SUBJECT:

Annual Inventory Certification

In accordance with TCP 02: Capital Inventory Certification, attached is the Tulsa County Purchasing Department's annual inventory certification for fiscal year 2019.

MME / arh

ORIGINAL: Michael Willis, County Clerk, for the June 3, 2019 agenda.



Tulsa County Toron 1 John Asberry TULSA HEALTH DEPARTMENT

05/29/2019 09:21 6373csmi

Where thickory and Progress Asset

TULSA COUNTY ACTIVE ASSETS FOR CUSTODIAN CODE 001100 AS OF 05-29-2019

P 1 falocist

DEPT ROOM	TAG # ASSET #	SUB CLASS DESCRIPTION	MANUF SERIAL #	CUSTODIAN	QTY	ACQUIS DATE EST LIFE	ACQUIS COST CURR BOOK	REPLACE COST REMA STATUS	RKS CAPITALIZE?
	TODIAN: 0011 01101040071 0000008	00 PURCHASING DEPT FILING CABINETS LATERAL FILE C	01101040071 ABINET INWOOD 2	PURCHASING 1	1 0 DEPT	7/12/2002 10	516.13 516.13	516.13 ACTIVE	Y
01150 322	0001191 0001191	CHECK PROTECTOR HP LASER JET P	CNDY149114 RINTER	PURCHASING	1 0 DEPT	1/29/2009 8	1,402.36 1,402.36	1,402.36 ACTIVE	Y
01150	30301090004 0004606	STORAGE CABINET U SHAPED WORK	30301090004 STATION	PURCHASING 1	1 0 DEPT	7/10/2008 10	1,104.97 1,104.97	1,104.97 ACTIVE	Y
01150	30301090005 0004607		30301090005 STATION	PURCHASING 1	1 0 DEPT	7/10/2008 10	1,104.97 1,104.97	1,104.97 ACTIVE	Y
01100	40201040024 0005336		00000000 MOBILE FILE SYS	PURCHASING 1		9/17/2003 10	6,499.03 .00	6,499.03 ACTIVE	Y
01100	40201090006 0005337		40201090006 FIXED SHELVES	PURCHASING 1	1 0 DEPT	5/17/1991 10	810.00 810.00	810.00 ACTIVE	Y
01100	4 0202360036 0005349	COMPUTER EQUIPM LEXMARK LASER	790XLCN PRINTER #20G0350	PURCHASING 1	1 0 DEPT	8/28/2007 8	1,150.67 1,150.67	1,150.67 ACTIVE	Y
01150 Comm	11502 <u>11502</u> odity code:	FILING CABINETS 2-DRAWER LATER 64010060098	HON PC634XV AL FILE - HENNA	JJ PURCHASING 1	1 0 DEPT	8/23/2010 10	547.25 547.25	547.25 ACTIVE	Y
	11867	FILING CABINETS 4-DRAWER LATER 64010060114	AL FILING CABINE	PURCHASING I		4/15/2011 10	1,037.68 1,037.68	1,037.68 ACTIVE	Y
01150 Comm	17757 <u>17757</u> odity code:	COMPUTER EQUIPM BTO HP800 G1-I 22000480920	MXL5130X98 7-4790 500GB 16G	PURCHASING I	1 0: DEPT	3/31/2015 8	878.00 878.00	878.00 ACTIVE	Y
01150 322A Comm	17758 <u>17758</u> odity code:	COMPUTER EQUIPM BTO HP800 G1-I 22000480920	MXL5130X95 7-4790 500GB 16G	PURCHASING 1	1 0: DEPT	3/31/2015 8	878.00 878.00	878.00 ACTIVE	Y
322A	17759 <u>17759</u> odity code:	COMPUTER EQUIPM BTO HP800 G1-I 22000480920	MXL5130X97 7-4790 500GB 16G	PURCHASING I	1 0: DEPT	3/31/2015 8	878.00 878.00	878.00 ACTIVE	Y
322A	17760 <u>17760</u> odity code:	COMPUTER EQUIPM BTO HP800 G1-I 22000480920	MXL5130X99 7-4790 500GB 16G	PURCHASING I	1 0: DEPT	3/31/2015 8	878.00 878.00	878.00 ACTIVE	Y
01150 322A Comm	17761 <u>17761</u> odity code:	COMPUTER EQUIPM BTO HP800 G1-I 22000480920	MXL5130X9D 7-4790 500GB 16G	PURCHASING I	1 0: DEPT	3/31/2015 8	878.00 878.00	878.00 ACTIVE	Y



05/29/2019 09:21 6373csmi

Where History and Progress Aeril

TULSA COUNTY ACTIVE ASSETS FOR CUSTODIAN CODE 001100 AS OF 05-29-2019

P 2 falocist

DEPT TAG # ROOM ASSET #	SUB CLASS MANUF SERIAL DESCRIPTION		QUIS DATE ACQUIS EST LIFE CURR		ARKS CAPITALIZE?
01150 17762 322A <u>17762</u> Commodity code:	COMPUTER EQUIPM MXL5130X BTO HP800 G1-I7-4790 500GB 10 22000480920			8.00 878.00 8.00 ACTIVE	Y
01150 20083 322A <u>20083</u> Commodity code:	COMPUTER EQUIPM HP COLOR LASERJET ENT M553DN 22000500394	S PURCHASING DEPT		6.69 728.69 6.69 ACTIVE	Y
01150 20414 20414	CHAIRS SWIVEL RAVEN N75SCC63679	1 07/2 PURCHASING DEPT		00 661.00 00 ACTIVE	Y
01150 20415 20415	CHAIRS SWIVEL SR11 BLK/BOURBON H219:	1 07/2 H PURCHASING DEPT		00 541.00 00 ACTIVE	Y
01150 21001 322A <u>21001</u> Commodity code:	COMPUTER EQUIPM A36DJ727 FUJITSU fi-7160 DELUXE BUNDL 22000500454		5/2018 1,177 8 1,177		Y
01150 21002 322a <u>21002</u> Commodity code:	COMPUTER EQUIPM SDMPWL101 Apple 10.5"Ipad Pro Wi-Fi tal 22000483125	J28K 1 06/1 l PURCHASING DEPT		7.12 897.12 .12 ACTIVE	Y
01150 21003 322A <u>21003</u>	COMPUTER EQUIPM SDMPWL13(Apple 10.5"Ipad Pro Wi-Fi tal	J28K 1 06/1 1 PURCHASING DEPT		.12 897.12 .12 ACTIVE	Y
CU	STODIAN 001100 TOTALS	OUNT: 21	24,343 17,84		
GR	AND TOTALS C	OUNT: 21	24,343 17,84		

^{**} END OF REPORT - Generated by Carrie Smith **

Maty

TULSA COUNTY PURCHASING DEPARTMENT

MEMO

DATE:

May 29, 2019

FROM:

Megan L. Blackford

Assistant Purchasing Director

TO:

Board of County Commissioners

SUBJECT:

Recommendation-Request for Proposal-Video Photo Suite Media Services

repart Blackpord

After a thorough review of all the proposals submitted it is the unanimous recommendation of the evaluation team from the Tulsa City-County Health Department to award the request for proposal for the Video Photo Suite Media Services to the following vendor:

Buddy FX, LLC.

Although costs are a bit higher, it has been determined that the proposal submitted by Buddy FX, LLC., is that they have a better understanding and ability on the project that is being required along with their awareness of meeting the timeline constraints with this project. The Tulsa Health Department felt the other vendors would have difficulty with the end desired results and meeting the timeline issues with this project.

This recommendation respectfully submitted for your approval.

MLB / skb

ORIGINAL: Michael Willis, County Clerk, for the June 3, 2019 agenda.



TULSA CITY-COUNTY HEALTH DEPARTMENT

5051 South 129th East Avenue Tulsa, Oklahoma 74134-7004 918.582.9355

May 28, 2019

Susan Belding
Senior Buyer, Purchasing Dept.
Tulsa County Courthouse
500 S. Denver Ave.
Tulsa, OK 74103

Dear Susan Belding:

The Tulsa City-County Health Department has reviewed and evaluated the bid proposal options for the THD Video Suite RFP. After our review it is our recommendation to award the bid to Buddy FX, LLC. Despite not being the least expensive of the vendors, we felt that they seemed to have a better handle and understanding on the product we desired and most importantly they could meet the timeline without issues, whereas the other vendors would have difficulty meeting that timeline. If you have any questions, please call Micheal Sanchez at (918)594-4706.

Respectfully submitted for your approval.

Sincerely,

Dr. Bruce Dart, Ph.D. Executive Director

cc: Todd Autry

Micheal Sanchez Samantha Toothaker TULSA COUNTY PURCHASING DEPARTMENT

MEMO

DATE:

May 29, 2019

FROM:

Assistant Purchasing Director Wegan Blackbook

TO:

Board of County Commissioners

SUBJECT:

Amendment #1 – Generator Repair

On July 9, 2018, the bid for Generator Repair as awarded to Emergency Power Systems, Inc. by the Board of County Commissioners, CMF#245340.

This amendment #1 is to renew the Generator Repair award for a one year period, effective July 14, 2019 through July 13, 2020. Emergency Power Systems, Inc. has agreed to keep pricing that is currently in place with no changes to the terms of the bid.

This recommendation is respectfully submitted for your approval.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the June 3, 2019 agenda.

RESOLUTION CONTRACT/AGREEMENT RENEWAL

Department: Tulsa County Departr	nents		
Vendor: Emergency Power Systems,	Inc.		
Describe Product/Service provide	led by this contra	.ct:	
Generator Repair			
Original CMF # 245340	ombanada wakaka ka k	Dated:	07/09/2018
Current CMF # 245340	накоминания на принамента н	Dated:	07/09/2018
The Board of County Commissioners	s, on behalf of the	departm	ent above, by this
renewal adopts and ratifies all the pr	ovisions and terms	in the o	riginal or the most
recent renewal of the contract/agreen	nent, without amen	dments	or addendums, as
if the terms and provisions were set o	ut in full herein.		
The terms of this contract/agreeme	ent shall be in ful	l force a	and effect for the
period July 14, 2019 through July 13	3, 2020	and shal	l be effective upon
full execution of this contract/agreem	ent renewal.		
ATTEST:	Chairman, Board of Tulsa County	of Count	y Commissioners
Michael Willis County Clerk	Date:		
	Vendor /	2	≥

NOTE: Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda

TULSA COUNTY PURCHASING DEPARTMENT

MEMO

Negan Fortbord

DATE:

May 28, 2019

FROM:

Megan L. Blackford

Assistant Purchasing Director

TO:

Board of County Commissioners

SUBJECT:

Amendment #2-Clinical Supplies

On April 15, 2019 the bid for Clinical Supplies was awarded by the Board of County Commissioners to Concordance Healthcare Solutions, LLC., CMF#247561.

The Tulsa County Purchasing Department was notified that there are clerical errors on their bid which resulted in price increases for several items. In addition, some items are discontinued and Concordance Healthcare Solutions bid on alternate items. The Tulsa County Purchasing Department requests for approval of this amendment for the price increases and approval for the alternate items.

This recommendation is respectfully submitted for your approval.

MLB / skb

ORIGINAL: Michael Willis, County Clerk, for the June 3, 2019 agenda.

Tulsa County IFB

CONCORDANCE HEALTHCARE SOLUTIONS

2019

	1010		-				CUS			
Tulsa Co CC#	Their Description	Qty/UOM		Old P21 Item I	Manufacturer	CHS ID#	PKG	иом	Il Price/UO	COMMENTS
1900 001 0101	Adhesive bandage plastic strips sterile LF, assorted char. 3/4 x 3	100/Box	100	DUK1075737	Dukal	552810	100	вх	\$3.43	OLD ITEM ON IFB DISCONTINUED, SEE NEW ITEM# AND PRICING
1900 001 0115	Gauze sponges, non-sterile, 2" x 2" 8-ply	50/ Box	50	DUK8505	Dukal	614508	200/BX	вх	\$0.60	DID NOT BID NON-STERLE ON ORIGINAL IFB RESPONSE, SEE NEW ITEM# AND PRICING
1900 001 0117	Gauze sponges, non-sterile, 4" x 4", 8 ply	50/Box	50	DUK4084	Dukai	305194	200/PK	PK	\$3.00	DID NOT BID NON-STERILE ON ORIGINAL IFB RESPONSE, SEE NEW ITEM# AND PRICING
1900 001 0131	Blood collecting needles, 23g x 3/4", Mfg. #BD367283, no substitutions	50/Box	50	B/D367283	BD	163154	50/BX	вх	\$66.96	BD REMOVED ITEM FROM CONTRACT, CAN'T SELL BE COST, SEE NEW SELL PRICE
1900 001 0137	Sani-Spec vaginal speculum, disposable, small	100/BX	100	COO82329	Cooper Sug	940569	10/BX	вх	\$4.50	10/bx
1900 001 0138	Sani-Spec vaginal speculum, disposable, medium	100/BX	100	COO82330	Cooper Sug	151725	10/BX	вх	\$4.50	10/bx
1900 001 0139	Sani-Spec vaginal speculum, disposable, large	100/BX	100	COO82331	Cooper Sug	151723	10/BX	ВХ	\$4.60	10/bx
1900 001 0155	Patient capes, disposable, 30" x 21", 3-ply, white	100/Box	100	GRA211	Graham Medici	708760	1/EA	EA	\$0.19	.19/each or 19.00/case of 100
1900 001 0157	Aleve individual packages, 1 per package	100/Box	100	TEX488-50	Medique	809944	50/BX	ВХ	\$14.10	50/bx
1900 001 0159	Sinus Decongestant non-pseudo (ADDING NEW ITEM)	100/Box	100	TEX809-33	Medique	288526	100/BX	ВХ	\$4.66	OLD ITEM ON IFB DISCONTINUED, SEE NEW ITEM# AND PRICING
1900 001 0160	Antacid IP, 420 mg, 125 x 2	125X2	250	TEX802-48	Medique	285950	125/BX	вх	\$0.51	DOUBLE CHECK YOUR PACKAGING I BELIEVE YOUR COUNT IS 250, OURS IS 125/8X
1900 001 0161	Triple antibiotic ointment, 0.5 grams	10/Box	10	DYN1184	Dynarex	209527	1/EA	EA	\$1.29	1/EA

PKG DIFFERERENCE - Already noted o	n handwritten IFB response:

1900 001 0148	Urine specimen container with screw lid 4 oz. NS (OURS IS 500/CS)	100/Case	100	DYN4256	Dynarex	252624	500/CS	cs	\$53.57 PKG DIFFERENCE, BUT WE NOTED ON IFB RESPONSE

TULSA COUNTY BURCHASING DEPARTMENT

MEMO

Date:

May 29, 2019

From:

Megan L. Blackford

Assistant Purchasing Director

To:

Board of County Commissioners

Subject:

Amendment #2- Extend Bid- Paper Products Bid

On April 30, 2018, the bid for Paper Products was awarded to Office Depot, CMF# 244483.

The Tulsa County Purchasing Department wishes to extend this bid for additional twenty (20) day period to allow time to evaluate bids opened on May 28, 2019. The Tulsa County Purchasing Department, request the bid award be extended for a twenty day period, beginning May 29, 2019 through June 17, 2019. Office Depot has agreed to hold their original bid prices and conditions for the next two weeks as per attached documentation.

Respectfully submitted for your approval.

MLB/arh

Original:

Michael Willis, County Clerk, for June 3, 2019 agenda.

Amanda Hensley

From:

Kevin Yocum < Kevin. Yocum@officedepot.com>

Sent:

Wednesday, May 29, 2019 10:13 AM

To:

Amanda Hensley

Subject:

Re: Paper Products- Tulsa County

Amanda,

Yes I can confirm we can continue pricing through 6/17.

Best Regards,

Kevin Yocum

Workspace Facilities | Business Solutions Division
Office Depot, Inc. | Tel: 479-435-1499 | kevin.yocum@officedepot.com



Workspace Facilities Catalog:

https://view.publitas.com/office-depot-digital/workspace facilities/

Workspace Facilities Ready to Ship Catalog:

https://view.publitas.com/office-depot-digital/ready-to-ship/page/1



CONFIDENTIALITY NOTICE: The information contained in this email and attached document(s) may contain confidential information that is intended only for the addressee(s). If you are not the intended recipient, you are hereby advised that any disclosure, copying, distribution or the taking of any action in reliance upon the information is prohibited. If you have received this email in error, please immediately notify the sender and delete it from your system.

From: Amanda Hensley <ahensley@tulsacountv.org>

Sent: Wednesday, May 29, 2019 10:09 AM

To: Kevin Yocum

Subject: Paper Products- Tulsa County

Good morning Kevin!

I am emailing to ask if we could extend the current Paper Products bid award for another two (2) weeks. We opened the Paper Products bids yesterday but need more time to evaluate. I am expecting to award this bid in a week or two. Would you be willing to extend the current bid through June 17, 2019?

Thank you,

TULSA COUNTY PURCHASING DEPARTMENT

MEMO

DATE:

May 29, 2019

FROM:

Matney M. Ellis

Purchasing Director

TO:

Board of County Commissioners

SUBJECT:

Change Order 3 - A.C. Owen Construction, LLC.

We respectfully request the Board of County Commissioners approve Change Order 3 to the agreement with A.C. Owen Construction, LLC for the construction of the Tulsa County Maintenance Facilities in Districts 1 and 3, which was originally approved in the Board of County Commission meeting, February 25, 2019, CMF# 247111.

This change order includes three (3) additional gates in the perimeter fencing; two at District 1 and one at District 3. The contract sum will be increased by this change order in the amount of \$1,021.45 which is within the allowable amount for change orders as per O.S. 61. The contract time in unchanged by this change order. The revised total contract sum is \$6,860,298.12.

MME/mlb

ORIGINAL: Michael Willis, County Clerk, for the June 3, 2019 agenda.



Tulsa County Purchasing

Change Order Form

IMPORTANT NOTE: The Work described herein is NOT authorized until this Change Order is completed and signed by all entities listed below. Do NOT proceed with Work until the Change Order is completed and signed by each party. This form is required and shall be prepared by the Contractor. All costs must be broken down, Project (Name and Address): Change Order #: 3 Change Order Date: 5/22/19 **Tulsa County Maintenance** Original Contract Date: 1/16/19 Bldg's - District #1 & #3 Contractor Consultant/Architect (if applicable) Owner (Name and Address) (Name and Address) (Name and Address) A.C. Owen Construction, LLC BKL., Incorporated Tulsa County Board of County Commissioners 500 South Denver Ave 1623 East 6th Street 1376 Fretz Drive Tulsa, Oklahoma 74103 Edmond, OK 73003 Tulsa, OK 74120 Brief description of Change and Time Delay: Owner requested 3 additional gates be added to the perimeter fencing. 2 gates added at District #1 and 1 gate added at District #3. The original Contract Sum Net change by previously authorized Change Orders......\$7,276.67 The Contract Sum will be increased by this Change Order in the amount of......... \$ 1,021.45 The new Contract Sum The Contract Time will be unchanged by _____ calendar days and therefore the date of Substantial Completion as of the date of this Change Order is Not valid until signed by Contractor, Consultant/Architect (if applicable), and Owner. **APPROVALS:** Consultant/Architect (if applicable) Owner Contractor **Danny Kennedy** Kim Reeve, AIA (Contractor Representative Printed Name) (Consultant/Architect Printed Name) (Owner Printed Name) Danny Kennedy C-AC OWEN CO Kim Reeve, AIA Digitally signed by Kim Reeve, AIA Date: 2019.05.23 08:33:21-05'00' (Contractor Representative Signature) (Consultant/Architect Signature) (Owner Signature) 5-22-19 05-23-19 (Date) (Date) (Date) ATTEST-

APPROVED AS TO FORM:

(Assistant District Attorney)

(County Clerk)



Tulsa County Purchasing

Breakdown Sheet

If change order is \$10,000.00 or greater, subcontractor invoices MUST be included with breakdown of labor, materials, tax, overhead and profit.

(1) Mate	rials		Unit	Unit Cost	Total
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
				Subtotal (1)	\$0.00
(2) Lat	оог		No. Of Hours	Hourly Cost	Total
· ·					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
				Subtotal (2)	\$0.00
(3) Equip	ment		No. Of Hours	Hourly Cost	Total
					0.00
-011					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
				Subtotal (3)	\$0.00
(4) Sub	Contractors (Li	ist each Sub Contrac	ctor)	T	Total
Robinson Fence Company - Adding 3 gat					868.63
The state of the s	, ,				
				Subtotal (4)	\$868.63
Column 1			Column	2	
Insurance Cost	Overhead Costs (1			130.29	
Bond Cost		Profit (10% Maximu			
Social Security Taxes (FICA)			Profit (Total limited t	o 15% of 4)	
Other Taxes		Total of Column 2			\$130.29
Worker's Compensation					
Employee Fringe Benefits		Total for this Page			\$4.004.41
Total of Column 1 \$22.53 (Subtotals 1 - 4, and Col. 1 & 2 Totals)			1	\$1,021.45	



Tulsa County Purchasing

Explanation

15					
Red	quested by:	☐ Contractor	☐ Consultant/A	rchitect	☑ Owner
Rea	ason for Chan	ge: (check box) De	tailed explanation	required b	elow.
		site condition.			specified in Contract Documents, but essential to completion of the
				project.	
~	Scope chang	e: Owner request.		Other: (De	escribe)
	Provide	a detailed description	n of the proposed ch	ange in the	Work and provide detailed reasons why this change is necessary.
DE	TAILED REA	SON FOR CHANG	E IN THE WORK	<u>.</u>	
Ov	vner requested	d that we add 3 add	ditional fencing ga	tes to the t	wo projects. 2 gates were added at the District #1 site and 1
	•				
CC	NTRACT TIM	E REQUEST EXP	LANATION:		
(De	scribe how the	time requested will e	tend the "critical pa	th" of the pr	oject schedule and will not be concurrent with other work.)

PURCHASING DEPARTMENT

MEMO

DATE:

May 29, 2019

FROM:

Matney M. Ellis

Purchasing Director

TO:

Board of County Commissioners

SUBJECT:

Change Order 6 - Magnum Construction, Inc.

We respectfully request the Board of County Commissioners approve Change Order #6 to the agreement with Magnum Construction, Inc. for the Chandler Water Play Area approved in the Board of County Commission meeting, August 6, 2018, CMF# 245580.

This change order results from the partial removal of reinstallation of existing playground equipment. After inspection of the playground equipment it was determined that the cost of repairs and retrofit would be too extensive and cost prohibitive.

The contract time is unaffected by this change order. The contract sum will be decreased by this change order in the amount of \$7,617.00 which is within the allowable amount for change order as per O.S. 61. The revised total contract sum is \$2,337,633.00.

MME / mlb

ORIGINAL: Michael Willis, County Clerk, for the June 3, 2019 agenda.



Board of County Commissioners c/o Matney Ellis, Director of Purchasing Tulsa County Administration Building 500 S. Denver, Room 322 Tulsa, OK 74107

Date:

May 28, 2019

Vision 2025 Project: Chandler Water Play Area

Subject:

Change Order No. 6

Subfund:

Contractor:

Magnum Construction

Contract Description: General Contract

Dear Mr. Ellis,

PMg respectfully requests the consideration and approval by the Board of County Commissioners of Change Order Number Six (6) to Magnum Construction contract for construction work at the Chandler Water Play Area. Tulsa County Parks has reviewed these changes and agrees with our recommendation. Approval of this request would deduct \$7,617.00 to the original contract amount.

PMg is familiar with the requested item and the justification for the change follows the item description below:

Remove the reinstallation of existing playground equipment except for the (\$7,617.00) climbing boulders from the project's scope of work. (This line item was \$8,850)

Justification: After inspection of the playground equipment it was determined that the cost of repairs and retrofit would be too extensive and cost prohibitive. Total Change Order #6

\$(7,617.00)

Respectfully submitted, Program Management Group, LLC Contract Summary

Original Contract Amount

\$2,348,100.00

Previous Changes

(\$2,850.00)

This Change......Deduct.....

(\$7,617.00). \$2,337,633.00

Revised Contract Amount if accepted

Tanita A White **Program Manager**

Cc: R. Bales

Attachments:

Change Order #6

Proposal Request #13



Date

Date

P.O. Box 707 - Broken Arrow, OK 74013-0707 Ph (918) 251-8667 / Fx (918) 251-1025

Change Order

PROJECT.	Chandler Park Fun Zone Splashpark &	Playground Change Order No	Six			
	6500 West 21st Street	Date.	May 20th, 2019			
	Tulsa, OK 74107	Project No.	MCI - 1828			
CONTRACTOR	Magnum Construction, Inc.					
	PO Box 707	Contract Data	August 6, 2018			
	Broken Arrow, OK 74013	Contract For	General Contractor			
The Contra	ct is changed as follow:					
***************************************	Remove the reinstallation of exis	ting playground equipment with the exce	ption of the climbing boulders from			
	the project's scope of work.					
The origin	nal Contract Sum was		\$2,348,100.00			
The net c	hange by previously authorized Ch	ange Orders	(\$2.850.00)			
The contr	ract Sum prior to this Change Order	r was	\$2,345,250.00 (\$7.617.00) \$2,337,633.00			
The Cont	ract Sum will be increased by this (Change Order in the amount of				
The new	Contract Sum including this Chang	e Order will be				
The Cont	ract Time will be increased by		N/A			
The date	of Substantial Completion as of the	date of this Change Order	July 3, 2019			
NOTE: This	eummany does not reflect changes in the Cook	act Sum or Time which have been authorized by Cons	sinuction Change Directives			
NOTE: IIIS	entities y does not remot entinger to the dollar					
	Vancuren, Inc	Magnum Construction, inc. PO Box 707	Tulsa County Board of Commissioner			
601 S. Le		500 S Denver Ave				
Tulsa, O	A mall	Tulsa, OK 74103				
Signatylre	7	Signature	Signature			
Joe How	ell	Robert CATCHER				
(typed or p	rinted name)	(typed or prigited name)	(typed or printed name)			
5/20/	19	5/20/19				

APPROVED AS TO FORM ASSISTANT DISTRICT ATTORNEY

Date



P.O. Box 707 Broken Arrow, OK 74013 Robert Richardson Ph: (918) 592-1270

May 15, 2019

Project:

Chandler Park Splash Park and Playground

6500 West 21st Street Tulsa, OK 74107

Proposal Request No. 13

Remove the installation of the existing playground equipment with the exception of the climbing boulders from the project's scope of work.

deduct

(\$7,617.00)

Note:

Robert Catcher Project Manager

										DATE		CHANGE PROPOSAL R	EQUEST NO.
	CONSTRUCTION COST ES	TIMATE BE	REAKDOV	VN							i-May-19		13
From		To:				Contact				Project:			
43	lagmum Canatraction, inc.	Glaver H II 34								~	- Dark Fran Zon-	Coloabanda B Olean	anna d
BO.	3ox 707	Howell & Vi 601 S. Lew				Robert Richa					r Pank Fun Zone est 21st Street	Splashpark & Playg	DINO
	n Arrow, OK 74013-0707		74104-3327			Ph: (918) 582 Fax: (918) 58					K 74107		
On thirt		1,000,000	THE TOTAL SOUR				michardson@t	owellvancu	ren.com				
DESCI	nernon of work to as preformed: Delete installation of existing playground eq	uipment excl	uding the pl	acement of the	boulders.								
		7		MATERIAL COST		LABOR COST		EQUIPMENT	т	OTHER	COSTS	SUB	
LINE NO.	ITÉM	QUANTITY	UNIT OF MEASURE	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL		MCI TOTAL
				-									
	Deduct install of existing playground aquipment	1,00	LS	-	0.00		0.00	-	0.00	-	0.00	(6,500,00)	(6,500.00)
	SUBTOTAL				0.00		0.00		0.00		0.00	(6,500.00)	(6,500.00)
	SALES TAX & LABOR BURD	EN			0.00	38.99%	0.00				taxes a	nd payroll burden	0.00
	TOTAL DIRECT COST										Sub-	total cost of work	(6,500,00)
					7-3-3-3-3-3-3-3-3-3-3-3-3-3-3-3-3-3-3-3						G&A	5.00%	(325.00)
-	11/											subtotal	(6,825.00)
BY_	two eco	_	Additional tim	e required for this	changeN/A	Days					Profit	10.00%	(683,00)
	Robert Catcher - Project Mgr.											subtotal	(7,508.00)
											Bond	1%	(109.00)
												TOTAL	(7.617.00)



Change Order #006

[] Other (Describe):

DATE: May 30, 2019 PROJECT: Chandler Park Fun Zone Splashpark & Playground **CONSULTANT:** CONTRACTOR: Howell & Vancuren, Inc. Magnum Construction, Inc. 601 S Lewis Ave PO Box 707 Tulsa, OK 74104 Broken Arrow, OK 74013 **BRIEF DESCRIPTION OF CHANGE:** Changes associated with the following PR's: PR #13 – Remove the reinstallation of existing playground equipment Deduct \$7.617.00 with the exception of the climbing boulders from the project's scope of work. **BRIEF DESCRIPTION OF TIME DELAY:** No additional days needed. **REASON FOR CHANGE:** [] Unforeseen Site Condition [X] Scope Change: Owner Request

[] Work not specified in Contract Documents, but essential to completion of the project



Nolan M. Fields IV

Assistant District Attorney | Civil Division Tulsa County District Attorney's Office 500 South Denver Avenue, Tulsa, Oklahoma 74103 (918) 596 - 4900 | nfields@tulsacounty.org

TO: Board of County Commissioners

Karen Keith, Chairman

Stan Sallee Ron Peters

DATE: May 29, 2019

REFERENCE: Memorandum of Understanding with the Tulsa Authority for the Recovery

of Energy for the Use of the City's Green Waste Mulch Site

Please place this item on the agenda for the next meeting of the Board of County Commissioners. It will <u>not</u> be necessary to review this matter in executive session. This item is presented for this Board's review and potential action. Please let me know if you have any questions.

Respectfully,

Nolan M. Fields IV

Assistant District Attorney

dan M. Fields

CC:

Tom Rains, County Engineer Mike Craddock, Dist. 1 Chief Deputy



Tulsa Authority for the Recovery of Energy

MEMORANDUM OF UNDERSTANDING

May 29, 2019

Board of County Commissioners of the County of Tulsa 500 S. Denver Ave. Tulsa, OK 74103

Re: Memorandum of Understanding - Green Waste Mulch Site

Board of County Commissioners of the County of Tulsa ("Regional Partner"):

This Memorandum of Understanding is intended by the parties to serve as a foundation for a cooperative and mutually beneficial working relationship between the parties regarding the use of the City of Tulsa Mulch Site by the Regional Partner's residents. The Tulsa Authority for the Recovery of Energy ("TARE") maintains a permanent location for commercial and residential drop-off of green waste at 2100 North 145th East Avenue ("Mulch Site"). Residential drop-off at the Mulch Site is free to Tulsa residents and open to residents who live outside the City of Tulsa. Regional Partner desires to pay for the residential drop-off by its residents. This Memorandum of Understanding is referred to as the "MOU."

Services Provided by TARE.

- A. **Drop-Off Service:** TARE shall accept green waste drop-off at the Mulch Site from Regional Partner's residents in the same manner as it accepts green waste from City of Tulsa residents.
- B. **Proof of Residency:** TARE will identify the residency of Regional Partner's residents based on the same proof of residency it uses to identify City of Tulsa residents. As of the date of this MOU, residency is identified by a driver's license or utility bill.
- C. Accounting: TARE will maintain an accounting of the billed amount for residential green waste drop-off by Regional Partner's residents. The billed amount will be based on the same fee charged to residents outside the City of

Memorandum of Understanding
Tulsa Authority for the Recovery of Energy
and Regional Partner
May 29, 2019
Page 2

Tulsa for drop-off service. As of the date of this MOU, the fee is \$0.55 per cubic yard.

D. **Monthly Billing:** TARE will invoice Regional Partner (through the City of Tulsa's utility billing system) for the residential green waste drop-off by Regional Partner's residents on a monthly basis. Billing will be sent to:

Board of County Commissioners Attn: Chairman 500 S. Denver Ave. Tulsa, OK 74103

II. Payment Obligations of Regional Partner

- A. **Timely Payment:** Regional Partner agrees to provide payment in full within 30 days of the date the City of Tulsa utility bill is mailed to Regional Partner. If payment is not received within 30 days, a one and a half percent (1.5%) late fee will be assessed to Regional Partner.
- B. **Disputed Payments:** If Regional Partner disputes any portion of the monthly charges, Regional Partner agrees to pay the same in full within 30 days of the date the City of Tulsa utility bill is mailed and provide a written notice of the dispute. The parties commit to work cooperatively to resolve any dispute.

III. Miscellaneous Terms and Provisions of this MOU.

The term of this MOU shall commence on the Effective Date (defined below) and shall continue thereafter until properly terminated. Either party may terminate this MOU upon thirty days' advance written notice provided to the other party; however, the terminating party agrees to work cooperatively with the non-terminating party to facilitate the conclusion of services.

Neither party nor its officers and employees acting pursuant to this MOU or on behalf of the other party shall be considered employees or agents of the other party.

This MOU contains the entire understanding of the parties hereto with respect to the matters described herein. There are no other agreements (express or implied), representations, or other matters, written or oral, purportedly agreed to or represented to or on behalf of either TARE or the Regional Partner. Nothing herein shall confer any rights or remedies upon any person other than the parties hereto.

Memorandum of Understanding Tulsa Authority for the Recovery of Energy and Regional Partner May 29, 2019 Page 3

This MOU, which shall be governed by the laws of the State of Oklahoma and the ordinances of the City of Tulsa, shall inure to the benefit of and shall bind the parties and their respective successors and assigns.

•	ed this MOU as of the date t	-
Tulsa Authority for the l	Recovery of Energy	Board of County Commissioners of the County of Tulsa
Ву:	Chair	By: Karen Keith, Chair
ATTEST:		
Ву:	TARE Secretary	By: Michael Willis, Clerk
APPROVED AS TO FO	RM:	Ol M FILT
Ву:	TARE Counsel	By: Asst. Dist. Attorney 5-29-19
	TAIL OUGHSCI	_ / (33). Dist. / ((()) 10)

TULSA COUNTY PURCHASING DEPARTMENT

MEMO

example lacebord

DATE:

May 29, 2019

FROM:

Megan L. Blackford

Assistant Purchasing Director

TO:

Board of County Commissioners

SUBJECT:

Application for New Membership and Electric Service

Submitted for your approval and execution is the attached Application for New Membership and Electric Service between the Board of County Commissioners and Verdigris Valley Electric Cooperative to apply for membership and purchase electric energy services.

MME / skb

ORIGINAL: Michael Willis, County Clerk, for the June 3, 2019 agenda.

P.O. Box 219 Collinsville, OK 74021 918-371-2584 (800) 870-5948

Welcome to Verdigris Valley Electric Cooperative. A cooperative is a unique form of business that is owned and governed by the people it serves. When your service is complete, you will join more than 26,000 member-owners of VVEC. Learn more about your cooperative at www.vvec.com.

Application for New Membership and Electric Service

The undersigned (hereinafter called the "Applicant") hereby applies for membership in, and agrees to purchase electric energy service from, Verdigris Valley Electric Cooperative, Inc. (hereinafter called the "Cooperative"), upon the following terms and conditions:

- 1. Applicant agrees to comply with, and be bound by, the Cooperative's Terms and Conditions, Bylaws, Articles of Incorporation, and all amendments thereto, rate schedules and classifications, all governing state and federal laws, and such rules and regulations as the Cooperative may adopt.
- 2. The Applicant shall pay to the Cooperative the sum of \$_00.00\] which, if this application is accepted by the Cooperative, will constitute the Applicant's non-refundable membership fee.
- 3. The Applicant shall pay the Cooperative the sum of \$25.00 as a meter connect fee which, upon the Cooperative's acceptance of this application, shall entitle the Applicant to one electric service connection when electric energy becomes available at the premises described below. In addition, the Applicant shall deposit with the Cooperative the sum of \$00.00 as a meter deposit fee.
- 4. The Applicant, when electric energy becomes available, will purchase from the Cooperative all electric energy used on the premises specified in this application for membership, agrees to pay monthly rates to be determined in accordance with the Bylaws of the Cooperative; provided, however, that the Cooperative may limit the amount of electric energy which it shall be required to furnish the Applicant. The Applicant will pay a bill of at least \$225.00 per month regardless of the number of kilowatt hours consumed, and shall also pay all amounts owed to the Cooperative when the same shall become due and payable. Applicant also hereby acknowledges that \$2.88 of the amount paid for electric service each year shall be for a subscription to the news magazine, Oklahoma Living, and a \$2.53 subscription for the Cooperative monthly newsletter, VVEC Power Circuit.
- 5. Applicant's premises shall be wired in accordance with National Electric Safety Code specifications, local government specifications, if any, all specifications which the Cooperative has approved, or shall approve. Applicant shall make their premises available for inspection prior to the receipt of electrical service and for reasonable maintenance thereafter. All electric wiring and equipment on the Applicant's side of the point of delivery shall be installed, repaired, and maintained at the Applicant's expense. The Cooperative's responsibility for repair and maintenance extends up to, and includes, the meter itself. All electrical wiring which leaves the meter and runs to or enters the Applicant's premises shall be Applicant's sole responsibility. Applicant shall be liable for any damages to the Cooperative's property when Applicant's care and diligence could have prevented such damage.
- 6. The Applicant agrees and understands that all equipment, supplies, wiring and other electrical facilities which the Cooperative installs upon Applicant's premises under this Agreement are, and remain, the Cooperative's property. The Applicant specifically authorizes the Cooperative to remove all of its personal property at any time after this Agreement terminates or when the electric service is discontinued. The removal of Cooperative's property will be done entirely at the Cooperative's discretion and convenience.
- 7. In the event of a non-payment disconnect, the member hereby agrees to pay all costs of collection of the amount owed to the Cooperative, including, but not limited to, expenses incurred in tracing and locating the member, court costs and attorney fees.
- 8. The Applicant agrees that if the Cooperative determines any false statements have been made on this Application, the Cooperative can and will charge the Applicant the full cost of all construction pertaining to the Applicant's new line extension. Initials:

Date	Type of Service	e: OResidential/	House OM/H OBarn O	Commercial/Oil OOther
New Existing]	Owner Rent	ter 🔲 Builder 🔲 💮 Fo	ormer Member Yes No
Applicant's Name	(First, MI, Last)	or Organization	Spouse/Co-Applicant	Relationship to Applicant
Applicant's SSN/FEI	Driver	's License Number	Spouse's/Co-Applicant's SS	SN Driver's License Number
Cell Phone Number		Email Address	Cell Phone Number	Email Address
Place of Employment		Work Number	Place of Employment	Work Number
Billing Address			Service Address	
City	State	Zip Code	City	State Zip Code
Applicant's DOB	Spouse's/C	e-Applicant's DOB	Tulsa County Maintena Additional Info	ance Facility 116th & Yale
	-		gal requirements, strictly voluntary, p	
		_	Concrete Slab/Foot	
Enclose Copy of Dec	ed and/or Legal I	Description:		
Section 9 Town	ship 21 Rang	ge 13 ,	Tulsa Count	y, Oklahoma
Property Owner's Na	ame & Phone Nu	mber:		
(If different from Ap	plicant's) Ad	ldress:		
needed to construct, of Incorporation, its Byla extension will be built agrees to honor any and Grant of Right of V permission to freely er deem necessary, and a maintenance and opera hereby granted and co Cooperative and contra unencumbered access limbs situated within the Refusal may result in a	expand, extend, o ows, and all govern until assigned right all pre-existing exter upon Applicant a right-of-way eastion of Cooperative onveyed unto the actor personnel and to Applicant's product of the Cooperative podditional fees.	perate and maintain ning laws and regula ht-of-way is free and asements covering the Applicant understandt's real property at suement on, over and e's electric system for Cooperative, its succed equipment, in the coperty along with the over line right-of-way nitials:	the Cooperative's electrical sytions. Applicant understands are clear of all brush, vines, shrubs be property occupied by Applicant ds and agrees, by signing, the alch time and with such vehicles upon said property for the purper the benefit of the Applicant and tessors and assigns. Applicant ourse of operating and maintain right to clear and control all by corridor utilizing mechanical response.	estrong or Cooperative will use
Signature (Online:	Type your name as	you would sign it)	Spouse/Co-Applicant	
STANDARD BILL	ING P	RE-PAID BILLIN	ı c □	
Cooperative Use Only	y:			
MAP#	Α	CCOUNT #		
Rate 4 K	VA Minimum \$	225.00 Brea	aker Size N/A Amp Wo	rk Order #
Membership \$ 00.0	O Connect \$	25.00 Deposit \$	00.00 CIAC \$	Breakers \$ 00.00
				Ву
Charge \$25.00 Con	nect Fee to Accor	unt		

APPROVED AS TO FORM ASSISTANT DISTRICT ATTORNEY



RESOLUTION

TO DESIGNATE NEW OR REPLACEMENT REQUESTING, REQUISITIONING OR RECEIVING OFFICER

BE IT RESOL	VED that	Sherry Langston	, employee of	Board of County Commissioners
has been desig	nated as			(Department/Division)
	(Che O	Requesting Officer (to Requisitioning Officer	sign in absence of O	fficial)
to replace	in addition to	BOCC Chief Deputies		
10 10 pica 50		(Previous Designee)	_ ,	
				Water
			OFFICIAL/DEPUTY	
The above new	ly designated pe (Chec One	rson shall have authority to Make requisitions Receive authorized pur	rchases	
from the indicate	ed appropriation	accounts in compliance with C	Oklahoma Purchasing	Procedures and Tulsa County policies.
				researce and raise county policies.
APPROVED thi	s	day of		
.====			CHAIRMAN, BOARD OF	COUNTY COMMISSIONERS
ATTEST:				
COUNTY CLERK				
oodiii. obbiiii				
INSTRUCTIONS:				
1. Department:	b) Forward the for	p section of this form. Official/Deput n to the Office of the County Clerk, s of this form are available from the	•	
2. County Clerk:				ng, in accordance with established procedures.
3. BOCC Chairman:	Upon BOCC appro	oval, sign the Resolution in the design	nated blank.	s, in associative with established procedures.
4. County Clerk:	a) Sign and date the b) Enter into BOCC c) Copy Resolution	ne approved Resolution in the design meeting minutes the designee's na to: Purchasing Department (Co County Clerk's Office (Book IT Division (Programmers a Administrative Services (Co	nated blanks. Ime from the approved Resounty Purchasing Agent) (keeping Supervisor) ssigned to Bookkeepers' P	
		lesolution in permanent files.	•	
5. Procedures Writer:	a) Update Roster o b) Copy revised Rost	f Authorized Requesting, Requisition er to: • Purchasing Department (Co • County Clerk's Office (4 cop • IT Division (Programmers as	ounty Purchasing Agent) bies)	
6. County Clerk:	File one copy of rev	rised Roster with original Resolution.		

TULSA COUNTY, OKLAHOMA RESOLUTION

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA TO APPROVE A MUTUAL AID REQUEST TO THE OKLAHOMA FLOODPLAIN MANAGERS ASSOCIATION.

WHEREAS, The Tulsa County, Oklahoma desire to request mutual aid assistance from the Oklahoma Floodplain Managers Association's Disaster Response Team (DRT) damage due to flooding (fire, windstorm, tornado, other) in the Special Flood Hazard Area.

NOW, THEREFORE BE IT RESOLVED BY THE Board of County Commissioners for Tulsa County, Oklahoma that they hereby authorize and direct the Tulsa County Floodplain Manager to execute a letter to the Oklahoma Floodplain Managers Association to request mutual aid assistance from their Disaster Response Team damage that Tulsa County suffers due to flooding (fire, windstorm, tornado, other) in the Special Flood Hazard Area.

Passed and approved by the BOCC this 3rd day of June, 2019.

TULSA COUNTY	, OKLAHOMA
Chairman	
ATTEST:	
County Clerk	

BOARD OF COUNTY COMMISSIONERS

5/28/2019

Oklahoma Floodplain Managers Association P.O. Box 8101

T. L. OK 74404 04

Tulsa, OK 74101-8101

Reference:

Request for OFMA DRT Assistance

To Whom It May Concern:

On May 22, 2019 through today, Tulsa County, Oklahoma suffered and continues to suffer damage due to flooding (fire, windstorm, tornado, other) in the Special Flood Hazard Area. Tulsa County, Oklahoma desires to request the assistance of the Oklahoma Floodplain Managers Association Disaster Response Team for current flood damage and for continued damage due to flooding (fire, windstorm, tornado, other) in the Special Flood Hazard Area.

This letter serves to request the assistance of the Oklahoma Floodplain Managers Association's Disaster Response Team to assist local officials with damage assessment and other disaster response functions.

In making this request, Tulsa County agrees to indemnify and hold harmless the Oklahoma Floodplain Managers Association (OFMA), its agents and assigns, and any persons who participate in Disaster Response Team activities for any actions or inactions during the course of the disaster response. Furthermore, the Tulsa County agrees and declares that any actions taken by any of the above-referenced persons in the course of providing assistance are to be considered duly authorized actions of Tulsa County.

Tulsa County has designated the following staff member as primary point of contact for the OFMA Disaster Response Team:

Teresa Tosh Floodplain Administrator (918) 596-5290 ttosh@tulsacounty.org

Please contact Ms. Tosh to arrange details of your arrival. Ms. Tosh will arrange for a meeting with County staff for the purpose of scoping and coordinating your involvement in the damage assessment and disaster recovery efforts.

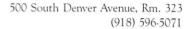
Thank you for your assistance with our efforts to recover from this disaster.

Sincerely yours,

Teresa Tosh,
Director of Building Inspections

cc Yohanes Sugene

State NFIP Coordinator





J. Dennis Semler Tulsa County Treasurer

May 28, 2019

Commissioner Karen Keith
Tulsa County Board of County Commissioners
Tulsa County Administration Building
500 S. Denver Ave.
Tulsa, OK 74103-3840

Dear Commissioner Keith:

I respectfully request the approval of the attached Resolution by the Tulsa County Board of County Commissioners.

Sincerely,

Rachael Johnson
Investment Officer

Tulsa County Treasurer

Original: Michael Willis, Tulsa County Clerk, for the Agenda Monday,

______, 20_____.

CC: Commissioner Ron Peters Commissioner Stan Sallee

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RESOLUTION

WHEREAS, the Board of County Commissioners of Tulsa County has heretofore named certain banks located in Tulsa County and designated said banks as county depositories, and;

WHEREAS, the Board of County Commissioners of Tulsa County believes it to be in the best interest of all concerned to hereby rescind, revoke, and cancel all previous Resolutions made by this Board which designates any and all said banks as depositories for the use of the Tulsa County Treasurer, and;

WHEREAS, 19 O.S. 2001, § 121, authorizes the Board of County Commissioners of Tulsa County to designate one or more banks in Tulsa County as an official depository for the Tulsa County Treasurer.

NOW, THEREFORE, BE IT RESOLVED, that each bank on the attached list, all of which are located in Tulsa County, is hereby designated as an official Tulsa County depository for the use of the Tulsa County Treasurer; and the Tulsa County Treasurer is hereby authorized to execute all necessary banking agreements and forms to implement this Resolution.

•	BOARD OF COUNTY COMMISSIONERS TULSA COUNTY, OKLAHOMA
	CHAIRMAN
ATTEST: MICHAEL WILLIS TULSA COUNTY CLERK	
TULSA COUNTY CLERK	

TULSA COUNTY BANKS

American Bank & Trust Co. 6100 South Yale Ave. Tulsa, OK 74136 918-481-3000

American Heritage Bank 3801 South 113th West Ave. Sand Springs, OK 74063 918-245-2551

AVB Bank 302 South Main St. Broken Arrow, OK 74012 918-251-9611

Arvest Bank 502 South Main Mall Tulsa, OK 74103 918-631-1000

BancFirst 7625 East 51st St. Tulsa, OK 74145 918-664-6660

Bank of America 515 South Boulder Ave. Tulsa, OK 74103 918-591-8242

Bank of Commerce 6655 South Lewis Ave., Ste. 150 Tulsa, OK 74136 918-270-2567

Bank of Oklahoma One Williams Center Tulsa, OK 74172 918-588-6000

Bank of the West 2201 East 21st St. Tulsa, OK 74114 918-745-6666

Blue Sky Bank 3353 East 41st St. Tulsa, OK 74135 918-712-4700

Central Bank of Oklahoma 8908 South Yale Ave., Ste. 100 Tulsa, OK 74137 918-477-7400

Central National Bank and Trust 4880 South Lewis Ave., Ste 101 Tulsa, OK 74105 918-508-2000

City National Bank & Trust 5801 East 41st St., Ste 101 Tulsa, OK 74135 918-270-1540

Commerce Bank 6130 East 81st St. Tulsa, OK 74137 918-492-2882

CrossFirst Bank 7120 South Lewis Tulsa, OK 74136 918-494-4884

Equity Bank 1650 South Elm Pl. Broken Arrow, OK 74012 918-258-4663

Exchange Bank 300 West Rogers Blvd. Skiatook, OK 74070 918-396-2345

Firstar Bank 9696 E. 101st St. Tulsa, OK 74133 918-298-7232 First Bank and Trust 2431 East 61st St., Ste. 425 Tulsa, OK 74136 918-743-1106

First Bank of Owasso 12814 East 86th St. North Owasso, OK 74055 918-272-5301

First Fidelity Bank 30 West 21st St. Tulsa, OK 74114 918-728-6345

First National Bank of Broken Arrow 121 South Main St. Broken Arrow, OK 74012 918-251-5371

First Oklahoma Bank 4110 South Rockford Ave. Tulsa, OK 74105 918-392-2500

First Pryority Bank 10632 South Memorial Tulsa, OK 74133 918-369-2424

Grand Bank 4200 East Skelly Dr. Tulsa, OK 74135 918-491-9700

IBC Bank 2250 East 73rd St. Tulsa, OK 74136 918-497-2400

JPMorgan Chase Bank 15 East 5th St. Tulsa, OK 74102 918-586-1000

Mabrey Bank 14821 South Memorial Bixby, OK 74008 918-366-4000 MapleMark Bank 2431 East 61st St., Ste. 150 Tulsa, OK 74136 918-986-7400

MidFirst Bank 321 South Boston Ave. Tulsa, OK 74103 918-481-6121

NBC Bank 8120 S. Yale Ave. Tulsa, OK 74137 918-499-5990

Oklahoma Capital Bank 6555 North Peoria Tulsa, OK 74126 918-425-1381

Peoples Bank 445 South Lewis Tulsa, OK 74104 918-583-9800

Prosperity Bank 1330 South Harvard Tulsa, OK 74112 918-748-4000

RCB Bank 5000 West Kenosha St. Broken Arrow, OK 74012 918-249-3000

Regent Bank 7136 South Yale Ave., Ste. 100 Tulsa, OK 74136 918-488-0788

Security Bank 10727 East 51st St. Tulsa, OK 74146 918-664-6100

SpiritBank 1800 South Baltimore Ave., Ste. 100 Tulsa, OK 74119 918-295-7232 SNB Bank 1500 South Utica Ave. Tulsa, OK 74104 918-523-3600

Triad Bank 7666 East 61st Street, Ste. 150 Tulsa, OK 74133 918-254-1444

Tulsa Federal Credit Union 7447 South Riverside Pkwy Tulsa, OK 74136 918-921-2326

UMB Bank 1437 South Boulder Tulsa, OK 74119 918-295-2000

Vast Bank 4812 East 81st St. Tulsa, OK 74137 918-495-1700

Yorktown Bank 2222 South Utica Pl., Ste. 350 Tulsa, OK 74114 918-491-7024

TULSA COUNTY PURCHASING DEPARTMENT

MEMO

DATE:

May 29, 2019

FROM:

Matney M. Ellis

Purchasing Director

TO:

Board of County Commissioners

SUBJECT:

Agreement - Apax Glass, Inc.

Bids for the Tulsa County "HQ" Administration Building Renovations were opened on May 6, 2019 and the recommendation to award Bid Package 08E (Aluminum and Glazing) to Apax Glass, Inc was approved by the Board of County Commissioners on May 20, 2019, CMF# 247860.

The Tulsa County Purchasing Department respectfully requests the Board of County Commissioners approve and execute the attached Trade Contractor Agreement between the Board of County Commissioners and Apax Glass, Inc for the scope of work as defined in the agreement and referenced bid documents.

Respectfully submitted for your approval and execution.

MME / mlb

ORIGINAL: Michael Willis, County Clerk, for the June 3, 2019 agenda.

TRADE CONTRACTOR AGREEMENT

1. Effective Date, Parties and Notice

This Agreement is entereTulsa County Board of		in the year n this Agreement	2019 as the Owner, a	by and between
TRADE CONTRACTOR	Apax Glass, Inc. 1640 S. Peninsula East Cleveland, Ok 74020			
	Tax ID/EIN/SSN: 73-1456971			
	ATTENTION: Sue Piersall		1	
referred to in this Agreen	nent as the Trade Contractor for services in connection	with this		
PROJECT NAME	Tulsa County Administration Building Renovations			
PROJECT NUMBER	HEADQ			
LOCATION	218 W 6 th St Tulsa, OK 74119			
whose				
CONSTRUCTION MANAGER is	FLINTCO, LLC 1624 W 21* St Tulsa, OK 74107			
and whose				
ARCHITECT is	GH2 Architects 320 S Boston Ave Suite 100 Tulsa, Ok 74103			

NOTICE TO THE PARTIES SHALL BE GIVEN AT THESE ADDRESSES

2. Safety

- 2.1 The Trade Contractor agrees that the prevention of accidents to workmen and property engaged upon or in the vicinity of the Trade Work is its responsibility. The Trade Contractor agrees to comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety as shall be applicable to the Trade Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with the safety standards established during the progress of the Trade Work by the Construction Manager (referred to herein as "CM").
- 2.2 When so ordered, the Trade Contractor shall stop any part of the Trade Work which the CM deems unsafe until corrective measures satisfactory to the CM have been taken. The Trade Contractor agrees that it shall not have nor make any claim for damages arising from such stoppages. Should the Trade Contractor fail to take appropriate corrective measures in a timely manner, the CM may do so at the cost and expense of the Trade Contractor and may deduct the cost and expense thereof from any payments due or to become due to the Trade Contractor. Failure on the part of the CM to stop unsafe practices shall in no way relieve the Trade Contractor of its responsibility therefor.
- 2.3 The Trade Contractor will follow the provisions of all applicable statutes and ordinances which require persons or firms doing excavation to do so only after giving notice to utility companies and obtaining information on the location of utilities (such as "one-call" systems).

3. Trade Contractor Representations

- 3.1 The Trade Contractor acknowledges receipt of all policies listed in Exhibit C. Subject to applicable law the Trade Contractor further agrees to be bound by these policies as part of this Agreement. The Trade Contractor represents and agrees that it has carefully examined and understands this Agreement and the other Trade Contract Documents, has investigated the nature, locality and site of the Trade Work and the conditions and difficulties under which it is to be performed, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the CM, the Owner or any of their respective officers, agents or employees.
- 3.2 The commencement of the Trade Work by the Trade Contractor on the site of the Project shall constitute the legal and binding acceptance by the Trade Contractor of this Agreement. For purposes of this paragraph the mobilization of equipment, delivery of materials or the performance of actual labor on the Project site, whichever occurs first, shall constitute a "commencement" of Trade Work by the Trade Contractor. The Owner reserves the right, however, to insist on a signed Agreement prior to the making of any payment to the Trade Contractor.

4. Bonds

The Trade Contractor shall furnish a Performance Bond and a Separate Payment Bond satisfactory to the CM, in its sole determination, in the full amount of the Agreement Amount. Bonds shall be furnished by a surety acceptable to the CM, in the full amount of the Agreement Amount, and on the forms attached as Exhibit G. Trade Contractor must also furnish any applicable statutory bonds if required by the state in which the Project is located.

5. Trade Contractor Duties

- 5.1 Trade Work. The Owner retains the Trade Contractor as an independent contractor, to provide all labor, materials, equipment and services necessary or incidental to complete that portion of the work on the Project as set forth in Exhibit A to this Agreement, consistent with the Project Schedule and in strict accordance with and reasonably inferable from the Trade Contract Documents. The Trade Contractor agrees to perform such part of the work (hereafter called "Trade Work") for the Project under the general direction of the CM and subject to the final approval of the CM, Architect/Engineer or other specified representative of the Owner.
- Trade Contract Documents. The Trade Contract Documents include this Agreement, Agreement between the Owner and the CM ("CM Agreement"), including all addenda, modifications, revisions, plans, drawings, specifications, details, together with all general, technical, supplementary and special terms and conditions, any invitations for bids or information for bidders, if any, to the extent applicable, and all other documents listed in or referred to by the CM Agreement. The Owner and the Trade Contractor are mutually bound by the terms of this Agreement. To the extent the terms of the CM Agreement apply to the work of the Trade Contractor, then the CM on behalf of the Owner assumes toward the Trade Contractor all the obligations, rights, duties and redress that the Owner under the CM Agreement assumes toward the CM. In the identical way, the Trade Contractor assumes toward the CM all the same obligations, rights, duties and redress that the CM assumes toward the Owner and Architect/Engineer under the CM Agreement. This Agreement and the rest of the Trade Contract Documents are intended to supplement and complement each other and shall, where possible, be so interpreted. However, If any provision of this Agreement

irreconcilably conflicts with a provision of the Trade Contract Documents, the provision granting greater rights or remedies to the Owner or imposing the greater duty, standard or responsibility or obligation on the Trade Contractor shall govern.

Design Delegation. If the Trade Contract Documents (1) specifically require the Trade Contractor to provide design services and (2) specify all design and performance criteria, the Trade Contractor shall provide the design services necessary to satisfactorily complete the Trade Work. Design services provided by the Trade Contractor shall be procured from licensed, design professionals (the "Designer") retained by the Trade Contractor as permitted by the law of the place where the Project is located. The Designer's signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by the Designer. Shop Drawings and other submittals related to the Trade Work designed or certified by the Designer, if prepared by others, shall bear the Trade Contractor's and the Designer's written approvals when submitted to the CM. The Owner and the CM shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by the Designer.

5.3.1			the design services shall be procured pursuant to a separate
			The Trade Contractor-Designer agreement shall not provide for the multiparty proceedings requirement of Paragraph 21.6. If
	e, the Designer(s) is (are		and more proceedings requirement of Paragraph 21.0. If
		8	

The Trade Contractor shall notify the CM in writing if it intends to change the Designer. The Trade Contractor warrants the design furnished by the Designer will be in conformance with the information given and the design concept expressed in the Trade Contract Documents. The Trade Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Trade Contract Documents furnished by the Owner, Architect/Engineer or CM

- 5.3.2 The Trade Contractor shall not be required to provide design services in violation of any applicable law.
- Clean Up. The Trade Contractor is responsible for its own "clean-up" and keeping the Trade Work areas "broom clean". If the CM determines the Trade Work area to be unsatisfactorily cleaned, the CM will so advise the Trade Contractor. If the Trade Contractor falls to commence cleaning procedures within twenty four (24) hours and continue to clean said area to the CM's satisfaction, the CM may without further notice execute and complete such clean up activities as the CM deems necessary and charge the cost to the Trade Contractor or deduct such cost from payments due to the Trade Contractor. The Trade Contractor is responsible to clean the mud and gravel off its vehicles (including vehicles operated by its lower tier contractors and suppliers) prior to leaving the site. Any mud or gravel that is tracked onto the surrounding roads shall be removed immediately. The CM has the right to clean up surrounding roads immediately upon the Trade Contractor's failure to do so, the cost of which shall be deducted from the Trade Contractor's next payment.
- 5.5 Protection of Trade Work. The Trade Contractor is responsible for protection of its material, equipment and installation until the final acceptance by the Owner and the Architect.
- Protection of the Project. The Trade Contractor shall confine operations at the Project site to areas permitted by the CM and shall not unreasonably encumber the Project site with materials or equipment. The Trade Contractor is responsible for any damage caused to adjacent property or access roads by the Trade Contractor, its lower tier contractors or suppliers during the course of the Trade Work.
- Supervision. All of the Trade Work is the sole and absolute responsibility of the Trade Contractor; shall be initiated, managed, 5.7 performed and completed by qualified, competent, skilled and reputable supervisors, administrators, mechanics and laborers, all of which are satisfactory to the CM; shall be in full compliance with the Trade Contract Documents including this Agreement; and shall meet the approval and acceptance of the CM and the Owner or its authorized representative.

Schedule

Time is of the essence. The Trade Contractor shall commence the Trade Work under this Agreement when notified by the CM and shall complete the Trade Work in a diligent manner in accordance with the Trade Contract Documents and the Schedule of Work as set forth in Exhibit E so that progress or completion of the Project will not be delayed and in such a manner that the CM, any other Trade Contractors, and any separate contractors of the Owner shall not be delayed or impeded in their work. The Trade Contractor shall participate and cooperate in the development of schedules and other efforts to achieve timely completion of the Trade Work by providing information on the timing and sequence of operations so as to meet the CM's overall schedule requirements. The Trade Contractor shall continuously monitor the Project Schedule including any revisions thereto, and other work on the Project so as to execute the Trade Work in accordance with the requirements of the Project Schedule.

The Trade Contractor agrees to be responsible for, carry out, and perform all time guarantees upon work or materials referred to in the Trade Contract Documents relating to any labor performed or material furnished under this Agreement.

7. Payment

7.1 In consideration of faithful and timely performance by the Trade Contractor of all the covenants and the conditions aforesaid, the Owner agrees to pay the Trade Contractor, subject to other provisions hereof, including authorized additions and deletions, the sum of One Million and Thirty-Seven Thousand, Five Hundred and Forty Dollars and 00/100 DOLLARS (\$1,037,540.00)

(the "Agreement Amount") [which amount is Tax Exempt in accordance with attached Exhibit H]. Payment shall only be due for the portion of the Trade Work actually completed to the satisfaction of the CM, the Architect and the Owner. Trade Contractor shall submit a progress payment application to the Owner, with a copy to the CM and the Architect, for Trade Contractor Work properly performed during that month. Within thirty (30) days after Trade Contractor's complete, proper and timely payment application has been received by the Owner, the Owner shall make payment to Trade Contractor, less any applicable retainage or other set off. The Owner may withhold payment of part or all of Trade Contractor's payment application upon notice to Trade Contractor as allowed by law. Progress payment applications must be submitted by the Trade Contractor each month in an amount equal to ninety percent (90%) of the estimated value of the labor, materials and equipment Incorporated in the construction and materials and equipment suitably stored at the Project site, less the aggregate of previous payments. The Trade Contractor's Affidavit and Waiver of Lien for prior payments must be properly executed by an authorized representative of the Trade Contractor and returned to the Owner and the CM prior to issuance of subsequent payments.

- 7.2 Progress payment applications are to be submitted on AIA G702 with Schedule of Values AIA G703. With each progress payment application, the Trade Contractor shall furnish a tabulated breakdown of the portion of the Trade Work included in the payment request, listing items of the work in sufficient detail as determined by the Owner and the CM to easily facilitate payment requests to be checked by the CM as the work progresses.
- 7.3 Each payment request or invoice must be received by the Owner by the last day of the month to be processed with other progress payment applications for that month. Invoices and payment requests received that are inaccurate or without substantiation, or after said day of the month will be held until corrected and substantiated, and then processed with the following month's payment application.
- 7.4 The Trade Contractor shall submit its request for partial payment conforming to the standard CM billing form, with schedule of values attached thereto, representing a true and accurate estimate of the Trade Work completed, and materials stored during the Immediately preceding month or such other immediately preceding period as directed by the CM. In addition, if allowed by the Trade Contract Documents, all invoices and insurance certificates shall be included for all stored materials in an off-site storage area applicable to the payment request.
- 7.5 The Trade Contractor shall, additionally with each payment request, submit copies of payrolls to document the value of work in place and a Partial Release of Lien from all lower tier contractors and major material suppliers for which payment has previously been made to the Trade Contractor.
- 7.6 If the Owner or the CM on behalf of the Owner, in their sole discretion, deem it necessary, the Trade Contractor agrees to receive each of its progress payments and final payment in the form of multiple checks Issued Jointly between the Trade Contractor's lower tier contractors and major material suppliers and the Trade Contractor. Lower tier contractors that are to receive part or all of their progress payments as joint checks shall additionally submit with their Payment Requests all invoices from each lower tier contractor and major supplier and the net payments to be issued to each.
- 7.7 No partial payment, or certificate therefore, shall constitute acceptance or approval by the Owner, the CM or the Architect of the Trade Work or material for which the partial payment is made. No partial payment shall constitute a waiver by the Owner of any right to require fulfillment of all the terms of this Agreement. Neither the final payment nor any partial payment, nor any certificate for either, shall constitute acceptance by the Owner of defective work or improper materials or of any element of the Trade Contractor's performance determined to be at variance with this Agreement.
- 7.8 The Owner shall have the right to set off any amounts the Trade Contractor owes to the Owner under this Agreement or by law against the remaining balance under this Agreement, or against any amounts due the Trade Contractor under any other agreements with the Owner.
- 7.9 Final Payment. Final payment by the Owner to the Trade Contractor shall not become due and payable to the Trade Contractor until the following express conditions precedent have been met: {1} The completion of the Trade Work required by this Agreement and acceptance of the Trade Work by the CM, the Owner and the Architect; {2} execution and delivery by the Trade Contractor, in a form satisfactory to the CM, of a general release running to and in favor of the CM and the Owner; and (3) complete and full satisfaction of all claims, demands, disputes and obligations of the Trade Contractor arising out of or related to this Agreement, including those between the Owner and the Trade Contractor and between the Trade Contractor and any third party. Should there be any such claim, lien or unsatisfied obligation, whether before or after final payment is made, the Trade Contractor shall deliver payment to the Owner an amount equal to whatever cost the Owner must pay to discharge or defend against any such claim, obligation, lien or action brought, or any judgment thereon and all costs, including legal fees and expenses and a 15% Administrative Fee, incurred in connection therewith.

8. Hazardous Materials

The Trade Contractor shall at all times comply with all rules and regulations of any municipality, state or federal environmental protection, and toxic waste and hazardous substances laws, ordinances and regulations, and how they relate to the Trade Work, and shall be equally responsible for actions and inactions of Trade Contractors, lower tier contractors, and any other agents or independent contractors of the Trade Contractor. The Trade Contractor shall be deemed to, and shall, have included in the Agreement Amount the containment, removal, disposal or neutralization of all toxic wastes and hazardous substances created, generated or transported to or from the Project site in conjunction with the Trade Work. The Trade Contractor will be responsible for identifying toxic wastes and hazardous substances generated, released, caused by or resulting from the Trade Work and notifying the CM of its presence in writing as soon as it is identified. The terms "toxic wastes" and "hazardous substances" shall have the same meaning as defined under federal environmental laws and regulations. At all times the Trade Contractor shall defend, indemnify and hold harmless the Owner and the CM from any and all expenses, costs, damages, suits, fines, assessments, penalties and/or causes of action, including attorney's fees through all investigations, negotiations, hearings or appeals, relating to or arising out of the Trade Contractor's failure to strictly comply with the terms of this paragraph.

9. Compliance with Laws

- 9.1 The Trade Contractor agrees to be bound by, and at its own costs comply with, all federal, state and local laws, ordinances and regulations (the "Laws") applicable to the Trade Work, including but not limited to safety, equal employment opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, sexual and racial harassment, and all other Laws with which the Owner or CM must comply.
- Where prescribed by Law pursuant to direct Federal contracts or Federally-financed or aided contracts, or otherwise required by Law, the Trade Contractor agrees the following clauses found in the Trade Contract Documents or in the Code of Federal Regulations (CFR) are incorporated in this Agreement and binding on Trade Contractor as if written herein word for word: the clauses entitled "Equal Opportunity Clause" (41 CFR Sections 60-1.4 & 60-4.3); "Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans of the Vietnam Era" (41 CFR Section 60-250.4); "Affirmative Action Obligations of Contractors and Subcontractors for Handicapped Workers" (41 CFR Section 60-741.1); "Contract Work Hours and Safety Standards Act-Overtime Compensation"; "Apprentices and Trainees"; "Payrolis and Basic Records"; "Compliance with Copeland Act Requirements"; "Withholding"; "Subcontracts"; "Contract Termination-Department"; "Disputes Concerning Labor Standards"; "Compliance with Davis-Bacon and Related Act Requirements"; and "Certification of Eligibility" and such other clauses as the Federal Government has required by law or contract. Trade Contractor agrees to include all such clauses in any non-exempt, lower-tier contracts.
- 9.3 Immigration Compliance. The Trade Contractor represents and warrants that the Trade Contractor is in compliance with, and shall remain in compliance with, the provisions of the Immigration Reform and Control Act of 1986 (The "Act") and all other Federal, State, and/or local immigration statutes/ordinances, as applicable, including, but not limited to the provisions of the Act prohibiting hiring and continued employment of unauthorized aliens, requiring verification and record keeping with respect to identity and eligibility for employment and prohibiting discrimination on the basis of national origin, United States citizenship, or intending citizen status. The Trade Contractor agrees to indemnify the Owner and the CM and to hold the Owner and the CM harmless from all liability, including liability for interest and penalties, the Owner and/or the CM incurs with results from or is attributable to the Trade Contractor's failure to comply with any provisions of the Act, and or applicable Federal, State, and/or local immigration statute/ordinance, including reimbursing the Owner and the CM any monies expended by either of them in participating in or responding to any investigation/suit/civil or criminal immigration matter involving the Trade Contractor. As it relates to immigration compliance, the Trade Contractor shall be responsible for completing any and all required documentation in accordance with requirements put forth by the Owner, CM or applicable law.
- The Trade Contractor shall be liable to the CM and the Owner for all loss, cost and expense attributable to any acts of commission or omission by the Trade Contractor, its contractors at any tier, and its and their respective employees and agents resulting from the failure to comply with Laws, including, but not limited to, any fines, penalties

10. Insurance

- 10.1 The Trade Contractor agrees to procure, pay for and maintain in full force and effect during the course of the performance of the Agreement all insurance required by the laws of the state in which the Trade Work covered by this Agreement is being performed, and in such form and amounts as described in Exhibit B which is attached hereto and incorporated into this Agreement. The Trade Contractor shall not commence the Trade Work nor receive any payment hereunder until Certificate of such insurance is furnished to the CM.
- 10.2 The CM shall have no duty to the Trade Contractor or to any of its insurers or their insurance agents to review any certificates or copies of insurance furnished to the CM or to determine whether the terms of each certificate or policy of insurance comply with the insurance-related provisions of the Agreement. A failure of the CM to detect that the Trade Contractor has not submitted certificates, or proper certificates, or is

otherwise not in compliance with the insurance-related provisions of the Agreement shall not be construed as a waiver or other impairment of any of the Owner's or CM's rights under such insurance-related provisions.

- 10.3 If the Trade Contractor fails to procure and maintain such insurance, in addition to the option of declaring the Trade Contractor in default for breach of a material provision of this Agreement, the Owner or the CM shall have the right, but not the duty, to procure and maintain the same insurance, or other insurance that provides the Owner and the CM with equivalent protection, and the Trade Contractor shall furnish all necessary information to make effective and maintain such insurance. At the option of the Owner, the cost of said insurance purchased by the Owner or the CM shall be charged against and deducted from any monies then due or to become due to the Trade Contractor or the CM shall notify the Trade Contractor of the cost thereof and the Trade Contractor shall promptly pay such cost.
- 10.4 The Trade Contractor shall identify by certificate any Residential, Mold, EIFS, Silica or other major exclusions that impact the Trade Contractor's ability to insure its risk. If the Project includes any Residential components or the proposed design includes EIFS systems, then the Trade Contractor shall obtain appropriate endorsements acceptable to the CM as a condition of this Agreement.
- 10.5 The Trade Contractor shall at its own expense provide insurance coverage for materials stored off the site after written approval of the CM at the value established in the approval, and also for portions of the Trade Work in transit until such materials are permanently incorporated into the Project. The risk of loss for material and equipment provided by this Agreement, whether in a deliverable state or otherwise, shall remain with the Trade Contractor. Any damages to the material and equipment or loss of any kind occasioned in transit shall be borne by the Trade Contractor, notwithstanding the manner in which the goods are shipped or who pays the freight or other transportation costs.

11. Indemnity

- 11.1 General Indemnity. To the fullest extent allowed by law, the Trade Contractor shall defend, indemnify and hold harmless the CM, the Owner's other Trade Contractors, the Architect/Engineer, the Owner and their agents, consultants, members and employees (the "Indemnitees") from and against all claims, damages, loses and expenses, including, but not limited to, attorneys' fees, costs and expenses for bodily injury and property damage that may arise from the performance of the Trade Work to the extent of the negligent acts or omissions by, or the fault of, the Trade Contractor, the Trade Contractor's lower tier contractors or anyone employed directly or Indirectly by any of them or by anyone for whose acts or omissions any of them may be liable. The Trade Contractor agrees to purchase and maintain contractual liability insurance covering its obligations in this article. These obligations shall not be interpreted to reduce or negate any other rights or obligations of Indemnity otherwise existing with regard as to any party or person described in this Article.
- 11.2 Patents. The Trade Contractor hereby agrees to defend, indemnify and hold harmless the CM and the Owner from and against any and all liability, loss or damage and to reimburse the CM and the Owner for any costs, including legal fees and expenses, which the CM and the Owner may incur because of claims or litigation on account of infringement or alleged infringement of any letters patent or patent rights by reason of the Trade Work, or materials, equipment or other items used by the Trade Contractor in its performance.
- 11.3 No Limitations. In furtherance to, but not in limitation of the indemnity provisions in this Agreement, the Trade Contractor hereby expressly and specifically agrees that its obligation to indemnify, defend and hold harmless as provided in this Agreement shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under worker's compensation laws.

12. Termination for Convenience

- 12.1 It is understood that the basic assumption underlying the mutual obligations and responsibilities entered into by the parties to this Agreement is the continued performance with respect to the CM Agreement that exists between the CM and the Owner. If, for any réason, the CM Agreement is breached, rescinded or terminated, the Owner shall have the right to immediately terminate this Agreement. In no event shall the CM or the Owner be obligated to the Trade Contractor for any anticipatory profits or any damages incurred by the Trade Contractor as a result of the termination of this Agreement, unless approved and paid by the Owner. The Trade Contractor agrees that it shall have no claim or cause of action against the CM arising from or relating to Owner's termination of this Agreement or Owner's determination of any amount it agrees to pay Trade Contractor upon termination of this Agreement.
- 12.2 The Owner shall have the right at any time by written notice to the Trade Contractor, to terminate this Agreement without cause and require the Trade Contractor to cease work. In the event of such a termination for convenience, the Trade Contractor shall be entitled to payment pursuant to the terms of the Agreement for the portion of the Trade Work actually completed as of the date of termination, provided that such amount may be reduced by all amounts for which the Trade Contractor is liable or responsible. However, the Trade Contractor shall only be entitled to profit on that portion of the work actually completed and approved for payment to the date of termination together with retainages withheld from prior payments. The Trade Contractor waives any claim for loss of anticipated profits or other damages against the Owner or the CM in the event the Owner exercises this clause.

13. Failure of Performance

- 13.1. Non-Conforming Trade Work. The Trade Contractor shall provide sufficient, safe and proper facilities at all times for inspection by the Architect, the Owner or the CM of the Trade Work in the field, at shops or at any other place where materials required hereunder are in course of preparation, manufacture, treatment or storage. The Trade Contractor shall, within twenty four (24) hours after receiving written notice from the CM to that effect, proceed to remove from the site any materials condemned by the Architect, the Owner, or the CM, whether worked or unworked, and to take down all portions of the Trade Work which the Architect, the Owner or the CM has condemned in writing, as unsound or improper, or as in any way failing to conform to the drawings, specifications and addenda and shall take full financial responsibility for all damage caused by such removal. In the event that all or any portion of the Trade Work as condemned should be of such a nature, or the time available should be so limited, that in the judgment of the Architect, the Owner or the CM it would not be expedient to order the same replaced or corrected, the Owner, at its option, may deduct from the payments due or to become due to the Trade Contractor such amount or amounts as in the opinion of the Architect, the CM or the Owner shall represent the difference between the fair and reasonable value of the Trade Work so condemned and its value had it been executed in conformity with the Trade Contract Documents.
- 13.2 Notice to Cure If the Trade Contractor is unable, refuses or falls to supply enough properly-skilled workers, proper materials, correct non-conforming Trade Work, or maintain the Schedule of Work, or falls to make prompt payment to its workers, Trade Contractors or suppliers, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a material breach of a provision of this Agreement, the Trade Contractor shall be deemed in default of this Agreement. If the Trade Contractor fails within three (3) business days after written notification to commence and continue satisfactory correction of the default with diligence and promptness, then the Owner without prejudice to any other rights or remedies, shall have the right to any or all of the following remedies:
 - 13.2.1 to supply workers, materials, equipment and facilities as the Owner deems necessary for the completion of the Trade Work or any part which the Trade Contractor has failed to complete or perform after written notification, and charge the cost, including reasonable overhead, profit, attorneys' fees, costs and expenses to the Trade Contractor;
 - 13.2.2 to contract with one or more additional contractors to perform such part of the Trade Work as the CM determines will provide the most expeditious completion of the Trade Work, and charge the cost to the Trade Contractor;
 - 13.2.3 withhold any payments due or to become due the Trade Contractor pending corrective action in amounts sufficient to cover losses and compel performance to the extent required by and to the satisfaction of the Owner and the CM.
 - 13.2.4 terminate the Trade Contractor for default by delivering written notice of such termination to the Trade Contractor.
 - 13.2.5 to charge to the Trade Contractor an Administrative Fee of 15% of all costs incurred by the Owner or the CM in exercising any of the above remedies.

In the event of an emergency affecting the safety of persons or property, the CM on behalf of the Owner may proceed as above without notice, but the Owner shall give the Trade Contractor notice promptly after the fact as a precondition of cost recovery.

- 13.3 Termination for Default. If the Trade Contractor has been terminated for default, the Owner may take possession of the plant and Trade Work, materials, tools, appliances and equipment of the Trade Contractor at the Project site, and through itself or others provide labor, equipment and materials to prosecute Trade Work on such terms and conditions as shall be deemed by the Owner as necessary, and shall deduct the cost, including without restriction all claims, charges, expenses, losses, costs, damages, and attorneys' fees, incurred as a result of the Trade Contractor's fallure to perform, from any money then due or thereafter to become due to the Trade Contractor under this Agreement.
 - 13.3.1 If the Owner so terminates the employment of the Trade Contractor, the Trade Contractor shall not be entitled to any further payments under this Agreement and no sum shall be deemed due or to become due to the Trade Contractor until Trade Work has been completed and accepted by the Owner, all Agreement requirements have been fulfilled, and payment has been received by the CM from the Owner. In the event the unpaid Agreement Amount earned by Trade Contractor exceeds the cost of completion and any and all incidental costs, including administrative, legal and other professional fees, the difference shall be paid to the Trade Contractor, but if such expenses exceed the unpaid earned Agreement Amount, the Trade Contractor agrees to pay the difference to the Owner within thirty (30) days following receipt of written notice.
 - 13.3.2 If it is determined or agreed that the Owner wrongfully exercised any option under this Article, the Owner shall be liable to the Trade Contractor solely for the reasonable value of Trade Work performed by the Trade Contractor prior to such action, including reasonable overhead and profit on the Trade Work performed, less prior payments made. Under no circumstances shall the Trade Contractor be entitled to recovery of claimed lost future profits.

14. Delays

- 14.1 Should the progress of the Trade Work be delayed, obstructed or interfered with through any fault, action or failure to act by the Trade Contractor or any of its officers, agents, employees, Trade Contractors or suppliers so as to cause any additional cost, expense, liability or damage to the CM or the Owner, including legal fees or expenses incurred in defending claims arising from such delay or seeking reimbursement and indemnity from the Trade Contractor and its surety hereunder, the Trade Contractor and its surety agree to compensate and indemnify the CM and the Owner against all such costs, expenses, damages and liabilities.
- 14.2 In addition, the Trade Contractor, at the CM's direction and at the Trade Contractor's own cost and expense, shall work such overtime as may be necessary to make up for all time lost in the completion of the Trade Work and in the completion of the Project due to such delay. If the Trade Contractor fails to make up for the time lost by reason of such delay, the CM has the right to use other Trade Contractors or suppliers and to take whatever other action the CM deems necessary to avoid delay in the completion of the Trade Work and the Project, the cost of which shall be borne by the Trade Contractor. In the event Trade Contractor delays timely performance of the Trade Work or to the completion of the Project, either by its acts or omissions, and such delays result in the CM being charged by the Owner with actual or liquidated damages, then the Trade Contractor shall reimburse the CM the full amount of all such damages and charges resulting from the delays caused by the Trade Contractor. The CM may offset any such damages against the remaining balance due to the Trade Contractor on the Agreement Amount, If any.
- 14.3 If the commencement and/or progress of the Trade Work is delayed without the fault or responsibility of the Trade Contractor, the time for the Trade Work shall be extended by Change Order to the extent obtained by the CM from the Owner pursuant to the CM Agreement, and the Schedule of Work shall be revised accordingly.

15. Changes

- 15.1 Trade Work Changes. The Owner and the Trade Contractor agree the Owner may make changes to the Trade Work, Including but not limited to; additions, deletions or revisions. Any changes made to the Trade Work involved, or any other parts of this Agreement, shall be by a written Change Order. To the extent that any such change impacts Trade Contractor's cost of or time for performance, the Agreement Amount and Agreement Schedule shall be equitably adjusted to compensate for such impact. Changes shall be initiated by one of the three methods outlined below, or as provided in the CM Agreement and shall be incorporated into the Agreement by a Change Order.
- **15.1.1.** Request for Change Proposal. A Request for Change Proposal ("RFCP") is a written request that informs Trade Contractor about a potential change in the Trade Work and requests a proposal for the potential change. Trade Contractor shall promptly reply with such request. Trade Contractor shall not implement the change or incur any costs until a Change Order is fully executed.
- **15.1.2.** Construction Change Directive. A Construction Change Directive ("CCD") is a written directive that instructs Trade Contractor to take some immediate action in connection with the Trade Work. CCDs are issued when there is not time to issue a RFCP or Change Order. Trade Contractor shall immediately proceed so as not to delay the progress of the Work and in accordance with the terms of the CCD. Any impact of a CCD on the Contract Price or Schedule shall be adjusted by a Change Order.
- 15.1.3. Change Order Requests. Within seven (7) calendar days after the occurrence of any event or observance of any condition that Trade Contractor believes entitles Trade Contractor to an adjustment in Agreement Amount and/or Agreement Schedule, Trade Contractor shall prepare and submit a Change Order Request ("COR") to CM. The COR shall include a detailed factual narrative, a detailed analysis showing entitlement and a detailed analysis of the proposed change to the Agreement Amount and/or Agreement Schedule.
- 15.2 Change Orders. A Change Order ("CO") is a written instrument prepared by the CM or Owner and signed by the Trade Contractor stating their agreement with the change in the Trade Work and any adjustment to the Agreement Amount and/or Agreement Work Schedule. All changes and/or additions in the Trade Work ordered in writing by the Owner or CM shall be deemed a part of the Trade Work and shall be performed and furnished in strict accordance with all terms and conditions of this Agreement and the Trade Contract Documents, including the current Schedule of Work.

Change Orders will be used to implement approved Requests for Change Proposals, Construction Change Directives and Change Order Requests. Upon receipt of a properly documented COR or CCD, the parties shall negotiate in good faith to determine if the Trade Contractor is entitled to a Change Order and, if so, the appropriate equitable adjustment. Any adjustment to the Agreement Amount shall be established by one of the following methods:

- a. mutual acceptance of an itemized lump sum, or
- b. unit prices as indicated in the Trade Contract Documents or as subsequently agreed to by the parties; or
- costs determined in a manner acceptable to the parties and a mutually acceptable fixed or percentage fee; or
- d. another method provided in the Trade Contract Documents.

If the Parties are unable to agree on the dispositions of a COR or CCD, CM or Owner will either (I) issue a Notice denying Trade Contractor's request or (ii) issue a unilateral Change Order setting forth the final determination regarding the adjustments. Any cost and schedule adjustments shall be a full accord and satisfaction for all cumulative impacts of the underlying change.

- 15.3 The Trade Contractor shall not be entitled to receive additional compensation for extra work or materials or changes of any kind except to the extent the same was ordered by the CM. The Trade Contractor shall be responsible for any costs incurred by the Owner or the CM for changes of any kind made by the Trade Contractor that increase the cost of the Work for either the Owner, the CM or other Trade Contractors when the Trade Contractor proceeds with such changes without a Change Order or Construction Change Directive.
- 15.4 Determination by Owner, CM or Architect/Engineer. Notwithstanding any other provision, if the Trade Work for which the Trade Contractor claims additional compensation is determined by the Owner, the CM or Architect/Engineer not to entitle the Trade Contractor to a Change Order, additional compensation or a time extension, the Owner and the CM shall not be liable to the Trade Contractor for any additional compensation or time extension for such Trade Work, unless the Owner agrees in writing to pay such additional compensation or to grant such extension.

16. Claims

- A Claim is a written demand by Trade Contractor seeking an adjustment in the Agreement Amount and/or Agreement Schedule or some other relief under the terms of the Agreement for events other than a RFCP that has been denied in writing. Trade Contractor shall provide Notice to the Owner and the CM of any potential Claim within seven (7) calendar days after the event giving rise to the Claim. Within fifteen (15) calendar days thereafter, Trade Contractor shall submit a detailed factual narrative, a detailed analysis showing entitlement and a detailed analysis of the alleged change to the Agreement Amount and/or Agreement Schedule. Claims not timely made, in writing, by the Trade Contractor shall be deemed to have been abandoned and waived. The acceptance and consideration of any claim out of time by the Owner shall not create any precedent nor "course of dealing' between the Owner and the Trade Contractor, nor shall it waive the Owner's right to insist on strict adherence by the Trade Contractor to the contract claims procedures. If Owner denies Trade Contractor's Claim, Trade Contractor may pursue the matter under Article 21 Dispute Resolution.
- 16.2 The Trade Contractor shall not delay or suspend the Trade Work because of the pendency of or the denial by the Owner of any such claim or because of the continuance of the condition out of which the claim arose, but shall proceed diligently in performing the Trade Work while the claim is being resolved by agreement or being fully adjudicated.
- 16.3 In the event the Trade Contractor asserts that it should receive additional compensation because of an act or omission on the Owner's part, or someone for whom the Owner is responsible, the Trade Contractor shall promptly submit the claim to the Owner and the CM in writing within the time required in Section 16.1. Failure of the Trade Contractor to submit such claims in a timely and proper manner shall result in a waiver of such claim.
- 16.4 The Trade Contractor shall fully cooperate with the CM in the submission of such claims described in Section 16.3, shall prepare all supporting data and do everything else necessary to properly present the claims, including payment of legal fees incurred by the CM to prepare, submit and negotiate or otherwise resolve such claim. Should the Owner allow and pay additional compensation to the CM on account of such claim asserted by the Trade Contractor, the CM will pay the same to the Trade Contractor.
- 16.5 It shall be an express condition precedent to any obligation on the part of the CM to make payment of any cost, reimbursement, compensation or damages to the Trade Contractor hereunder that the CM shall first be determined to be entitled to such compensation on behalf of the Trade Contractor and then receive such payment from Owner, and Trade Contractor expressly acknowledges that the CM is not obligated or required to pursue the Trade Contractor's claim against the Owner if the CM, in its sole discretion, after review of the Trade Contractor's claim, has deemed the claim to lack merit in whole or in part.

16.6 If at any time a controversy should arise between the CM and the Trade Contractor with respect to any matter in this Agreement which the CM determines is not a claim, dispute or controversy which should involve or be asserted against the Owner, the decision of the CM relating to the subject of the controversy shall be followed by the Trade Contractor.

17. Taxes

The Agreement Amount includes all sales, excise, transportation, unemployment compensation, social security, and any other taxes presently existing or subsequently imposed and levied and the Trade Contractor agrees to pay all of the above and to conform to all applicable municipal, state and federal laws in connection with such taxes. The Trade Contractor further agrees to withhold taxes from the wages and salaries of all employees of the Trade Contractor and pay the same in accordance with the federal and state laws and regulations pertaining thereto. The Agreement Amount includes federal, state and municipal taxes now levied or in force or hereafter imposed on any and all tangible personal property sold or transferred to the Owner under this Agreement and the Trade Contractor agrees to pay such tax or taxes on such property, the cost of which is included in the Agreement Amount.

18. Liens

- 18.1 The Trade Contractor shall promptly pay when due all its project creditors, together with the project creditors of all those below it in the contractual chain.
- 18.2 If the Project involves private work, the Trade Contractor shall keep the property and improvements free and clear of all mechanic, materialmen and similar lien claims or statements. In the event any such lien is filed, asserted or claimed, the Trade Contractor shall immediately secure its release either by paying the lien claimant, by filing a lien release bond, or by any other means permitted by law. If not so released, the Owner may retain an amount equal to 150% of the lien or claim and may pay the claimant and offset that amount, plus any legal fees from the amount so retained. If the Project involves public work, the Trade Contractor shall promptly pay and secure releases from all of its project creditors, including all those below it in the contractual chain, who are entitled to assert claims against the Owner, the CM or its surety.
- 18.3 If any claim or lien is made or filed with or against the CM, the Owner, the Project, 218 W 6th St, Tulsa, Ok 74119 or the Project funds by any person claiming that the Trade Contractor or any Trade Contractor or other person under contract to the Trade Contractor, or any person or entity employed or engaged by the Trade Contractor at any tier, has failed to make payment for any labor, services, materials, equipment, taxes or other obligations furnished or incurred in connection with the Trade Work, or if the Trade Contractor or any Trade Contractor or other person under contract to the Trade Contractor, or any person or entity employed or engaged by the Trade Contractor at any tier causes damage to the Trade Work or any other work on the project, or if the Trade Contractor fails to perform or is otherwise in default of any term or provision of this Agreement, the Owner shall have the right to retain from any payment then due or thereafter due an amount which the Owner deems sufficient to (1) satisfy, discharge and/or defend against any such claim or lien, (2) make good any such nonpayment, failure, damage or default, and (3) defend, Indemnify and hold harmless the CM and the Owner against any and all losses, damages and costs, including legal fees and expenses, incurred by either or both of them. The Owner shall require proof that any such nonpayment, claim or lien is fully satisfied, dismissed and discharged before any remaining retained funds will be released. The Owner shall, in addition, have the right to apply and charge against the Trade Contractor so much of the amount retained as may be required for the foregoing purposes and the Trade Contractor shall pay and relimburse the CM and the Owner all such losses, damages, and costs incurred by them which exceed the retained funds.

19. Assignment

To the fullest extent permitted by law, the Trade Contractor agrees that it shall not assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Agreement including, but not limited to, any right to receive payments hereunder, without the prior written consent of the Owner in its sole discretion and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event the Trade Contractor assigns, sells, encumbers or otherwise transfers its right to any funds due or to become due under this Agreement as security for any loan, financing or other indebtedness ("Assignment"), notification to the Owner and the CM of such Assignment must be sent by certified mail, return receipt requested, to the Owner and the CM and the Assignment shall not be effective as against the Owner until the Owner provides its written consent to such Assignment. The Trade Contractor agrees that any such Assignment shall not relieve the Trade Contractor of any of its agreements, duties, responsibilities or obligations under this Agreement and the Trade Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between the Owner or the CM and such assignee or transferee.

20. Guarantee/Warranty

For a period of one year from the date of the Owner's final acceptance of the Trade Work, the Trade Contractor guarantees and warrants that the Trade Work complies with the Trade Contract Documents requirements and is free from defects in material and workmanship. This guarantee/warranty shall include, but is not limited to, the cost of all labor, material and related items necessary to correct any such defect, plus the cost of repairing any damage to other items which may have been caused by the defective material or workmanship. If the Trade Contractor fails to begin warranty work within forty-eight (48) hours of being notified that such work is necessary, the Owner may, at its option, perform the necessary remedial work or secure its performance by others and charge the Trade Contractor with the cost thereof, plus a 15% Administrative Fee. Nothing in this paragraph shall shorten the statute of limitations on any action by the Owner for breach of contract, negligence or other cause of action against the Trade Contractor.

21. Dispute Resolution

- 21.1 Scope of Disputes Provisions. All Claims, disputes or other matters in question between the parties to this Agreement which arise out of or relate to this Agreement (or the breach thereof), whether in contract or tort, (hereinafter "Dispute") shall be subject to the dispute resolutions set forth below.
- 21.2 Initial Dispute Resolution/Mediation. A Dispute which either party desires to pursue shall be set forth in a detailed written statement of claim submitted to the other party providing the specific basis upon which monetary or other relief is claimed to be due, the specific contractual provision(s) supporting the claim and an itemization of the amount claimed to be due. Following submission of the detailed statement of claim, Owner and Trade Contractor shall endeavor to settle the Dispute first through face to face direct discussions between corporate officers of the Owner and Trade Contractor which discussions shall be held at the Owner's office location involved with the Project within thirty (30) calendar days of a request by either party. If the Dispute cannot be resolved through direct discussions, the parties shall participate in mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent and before recourse to any other form of binding dispute resolution. The location of the mediation shall be the same city as the location of the Project, unless the parties agree on another location. Upon written notice requesting mediation provided to the other party and the American Arbitration Association, the parties agree to proceed with the mediation as scheduled by the mediator. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be personally delivered to the other party and the mediator.
- 21.3 Binding Dispute Resolution. In the event Owner and Trade Contractor cannot resolve the Dispute through direct discussions or mediation as contemplated above, then the Dispute shall, at the sole discretion of Owner, be decided either by submission to (a) arbitration administered by the American Arbitration Association or other arbitration tribunal mutually agreed upon by the parties; or (b) litigation subject to the exclusive jurisdiction and venue of the location of the Project.

21.4 Arbitration Election

- 21.4.1 In the event Owner exercises its exclusive right to resolve the Dispute in arbitration, such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or the applicable rules of such other arbitration tribunal as the parties may mutually determine in effect at the time the arbitration is commenced as modified by the terms hereof. Any arbitration hereunder shall be held at the location of the Project.
- 21.4.2 Should Owner exercise its exclusive right to resolve the Dispute by arbitration, then within fourteen (14) days after Owner gives Trade Contractor notice of Owner's election of arbitration, the parties shall use good faith efforts to select a single arbitrator mutually acceptable to both parties. If the parties are unable to select an arbitrator, then the parties will select the arbitrator(s) from a panel of experienced construction arbitrators on the American Arbitration Association's large complex case panel or a comparable panel of experienced construction arbitrators maintained by such other arbitration tribunal mutually selected by the parties then in effect. In the event the amount in Dispute exceeds \$1,000,000.00, Owner and Trade Contractor agree the arbitration shall be heard by a panel of three (3) arbitrators; otherwise, the Dispute shall be heard by a single arbitrator.
- 21.4.3 The parties will enter into an Electronically Stored Information Agreement outlining the scope and volume for ESI discovery, which shall take into account the amount and complexity of the Dispute.
- 21.4.4 The arbitration award shall be final and binding upon the parties, shall include attorneys' fees and costs to the prevailing party or parties, and may be entered as a judgment in any court having proper jurisdiction. In any arbitration the Arbitrator(s) shall have no power to render an award which has the effect of altering or amending or changing in any way any provisions of this Agreement.
- 21.4.5 The parties stipulate and agree that the performance of this Agreement is a transaction involving Interstate commerce. Notwithstanding other provisions in the Agreement, or choice of law provisions to the contrary, this agreement to arbitrate shall be enforced pursuant to, and governed by, the Federal Arbitration Act, 9 U. S. C. §1 et seq., which shall not be superseded or supplemented by any other arbitration act, statute or regulation.

- 21.4.6 At the sole discretion of Owner, any arbitration with Trade Contractor shall be consolidated with any other arbitration proceeding relating to the work under the CM Agreement.
- 21.5 Litigation Election. In the event Owner elects not to exercise its exclusive right to resolve the Dispute by arbitration, or in the event the Dispute between Owner and Trade Contractor, or any portion thereof, is found to be non-arbitrable, then the parties hereby agree that the Dispute or a portion thereof (as the case may be) shall be subject to exclusive jurisdiction and venue at the location of the Project. In any such Dispute or portion thereof which is resolved by litigation, Trade Contractor expressly waives any right to trial by jury.
- 21.6 Multiparty Proceeding. To the extent permitted by Trade Contract Documents, all parties necessary to resolve a claim shall be parties to the same dispute resolution proceeding. To the extent Disputes between the Owner and the Trade Contractor involve in whole or in part disputes between the CM and the Owner, Disputes between the Trade Contractor and the Owner shall be decided by the same tribunal and in the same forum as disputes between the CM and the Owner.
- 21.7 Stay of Proceedings. (a) In the event the provisions for resolution of disputes between the CM and the Owner contained in the Trade Contract Documents do not permit consolidation or joinder with disputes of third parties, such as the Trade Contractor, resolution of any Dispute between Owner and Trade Contractor involving in whole or in part disputes between CM and Owner shall be stayed pending conclusion of any dispute resolution proceeding between CM and Owner. (b) In the event that any action is filed prior to exhaustion of remedies under the Agreement; such action shall be stayed pending conclusion of any dispute resolution proceedings.
- 21.8 Work Continuation and Payment. Unless otherwise agreed in writing, Trade Contractor shall continue the Trade Work and maintain the Schedule of Work during any dispute resolution proceedings. As Trade Contractor continues to perform, Owner shall continue to make payments in accordance with this Agreement.
- 21.9 Cost of Dispute Resolution; Attorneys' Fees. The cost of any mediation proceeding shall be shared equally by the parties participating.
 - 21.9.1 The prevailing party in any Dispute arising out of or relating to this Agreement or its breach that is resolved by a dispute resolution procedure designated in the Trade Contract Documents shall be entitled to recover from the other party any remedies available under Oklahoma law after direct discussions and mediation.
 - **21.9.2** In the event the Trade Contractor is awarded an amount equal to or less than the last written offer of settlement from Owner, prior to the commencement of binding dispute resolution, Owner shall be deemed prevailing party and be entitled to recover those reasonable attorneys' fees, costs and expenses (including expert fees and expenses) incurred by the Owner.

22. Miscellaneous

- 22.1 No one, other than the parties hereto, their successors, trustees and assigns, shall be entitled to bring action on this Agreement or the Performance Bond provided by the Trade Contractor, it being the express intent of the parties that this Agreement shall not be for the benefit of any third party.
- 22.2 Any term or provision of this Agreement which is held to be invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.
- 22.3 This Agreement, together with the documents referred to or incorporated herein by reference, constitute the complete agreement between the parties. No agent or employee of either party possesses the authority to make, and the parties shall not be bound by nor liable for, any statement, representation, promise or agreement not set forth herein. Any article, section, paragraph or other headings contained in this Agreement are for reference purposes and shall not affect in any way the meaning or interpretation of this Agreement.
- 22.4 The terms and provisions shall extend to and be binding upon the successors, trustees and assigns of the parties hereto, and shall be governed and controlled, except as expressly provided herein or as required by the Trade Contract Documents, by the laws of the State of the Oklahoma.
- 22.5 The Trade Contractor agrees to comply with the provisions and any applicable local, state or federal ordinance, regulation, status, or other mandate regarding affirmative action and/or minority/women's business enterprise participation.
- 22.6 This Agreement has not been altered in any manner from its original form as sent to the Trade Contractor except for required signatures and dates, or as clearly marked and initialed by this Trade Contractor. Any changes to this Agreement not initialed by the Owner will not be binding.

23. Schedule of Exhibits to the Agreement

The following Exhibits are attached to and are a part of this Agreement.

Exhibit A: The Trade Contractor's Scope of Work, including alternative or unit prices

Exhibit B: Insurance Requirements

Exhibit C: Flintco Policies/Procedures Acknowledgement of Obtaining Form

Exhibit D: List of Drawings, Specifications and Addenda

Exhibit E: Schedule of Work

Exhibit F: Certification of Non-Segregated Facilities
Exhibit G: Payment and Performance Bond Forms

Exhibit H: Tax Exemption Certificate

MAIS Margament is entered into as of the date entered in Article 1.	
TAA	
No. 1001945	Apax Glass, Inc.
Ollitai Julialli Cartillo	BY: Jue Telesall
OKLANIN	PRINT NAME: Sue Piensa!
willen	PRINT TITLE: Estimative
Designate type of organization: () Corporation () Partnership	() Sole Proprietorship () LLC () Other
Organized in the State of	-
With its principal place of business at 1640 S. Peaux	supp. El-st
	Tulsa County
ATTEST:	BY:
	PRINT NAME:
	PRINT TITLE:
	County Clerk
ATTEST:	BY:
	PRINT NAME: Michael Willis
	Approved as to form:
ATTEST: 5-21-19	BY: Oden M. Fully
	PRINT NAME: Nokan Fields
	PRINT TITLE: Assistant District Attorney

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TRADE NO. HQ-088000 Apax Glass, Inc.

BID PACKAGE 8E: ALUMINUM STOREFRONT, ENTRANCES, AUTOMATIC ENTRANCES, GLAZED CURTAIN WALL, GLASS & GLAZING – COMPLETE

Specification Section	Description
DIVISION 0	Procurement and Contracting Requirements
DIVISION 1	General Requirements
061000	Rough Carpentry, pertinent portions thereof applicable to the work of this bid package
076200	Sheet Metal Flashing and Trim, pertinent portions thereof applicable to the work of this bid package
079005	Joint Sealers, pertinent portions thereof applicable to the work of this bid package
080671	Door Hardware Schedule, pertinent portions thereof applicable to the work of this bid package
081113	Hollow Metal Doors and Frames, pertinent portions thereof applicable to the work of this bid package
081416	Flush Wood Doors, pertinent portions thereof applicable to the work of this bid package
083200	Sliding Glass Doors, complete
084229	Automatic Entrances, complete
084313	Aluminum Framed Storefronts, complete
084413	Glazed Aluminum Curtain Walls, complete
087100	Door Hardware, pertinent portions thereof applicable to the work of this bid package
088000	Glazing, complete
088300	Mirrors, complete

(In addition to the Specification Sections listed, Bidders will include work from referenced specifications and other work normally associated with this trade whether referenced or not.)

Definition of Terms

Contractor = Bidder Construction Manager = Flintco, LLC Owner =Tulsa County Architect = GH2 Architects

The scope of work of this bid package shall also include the following items, but without limiting the scope of work as provided above:

- 1) Elevator Sizes:
 - a. Basement 1st floor Service Elevator 7'7" W x 5'-4" D x 7'-7" Tall
 - b. 1st 9th Floors, all elevators 6'-7" W x 4'-7" D x 7'-7" Tall
 - c. Roof on cabs is not removable and there are no hatches
 - d. There is no platform on top of elevator and material/ personnel are prohibited from riding on top of the cab.
- 2.) Furnish and install aluminum storefront, metal-framed storefront, glazed curtain wall system, aluminum windows, entrance systems including entrance doors and door frames, automatic sliding doors, sloped glazing systems, Kawneer sunshade system (Alternate bid, all work associated with the sun shades is accepted by Owner), fixed light framing, in fill panels, finish hardware for aluminum doors, operators (preparation, installation, furnish as specified), glass and glazing, spandrel glass, weather stripping, miscellaneous related aluminum, thresholds, anchors, brackets, steel bracing, attachments, sealants and all other accessories necessary for a complete installation.
- 3.) Coordinate installation with structural steel, drywall, access control and roofing subcontractors.
- 4.) Furnish and install glazing required for all aluminum storefronts, all-glass entrances and storefronts, hollow metal window frames, hollow metal door lites, etc. in accordance with the contract documents including sealants, gaskets, one-way and two-way glazing as specified. Include installation of door lite trim provided by door manufacturer. Coordinate installation of wood door lite trim installation with the wood door installer and construction manager. Exclude installation of wood door lites and associated trim.

TRADE CONTRACTOR - SCOPE OF WORK

Exhibit A Page 2 of 2

- 5.) Furnish and install all finish door hardware for aluminum doors as required by the Contract Documents.
- Contractor to have storefront, curtainwall, glazing system manufacturer visit the project during installation of work to verify installation per the manufacturer's recommendations.
- 7.) Furnish and install all operable window systems as shown on the Contract Documents.
- 8.) Contractor shall coordinate installation of operable windows and automatic doors with Fire Alarm and Automation System Contractors
- 9.) Furnish and install all automatic entrance doors and sliders as shown on the Contract Documents. Include all associated blocking, shims, fasteners, attachments, break metal, caulking or joint sealants, and misc. accessories for a complete installation. Include the installation of the power supplies and wiring from the power supply to the connections for the hardware. Line voltage power to the power supplies by the Electrical Contractor.
- 10.) Furnish and install all butt joint glazing per the Contract Documents.
- 11.) Furnish and install all fire rated glass and appropriately rated frame per the Contract Documents. Include all labeling as required by Code. Refer to drawings for which exterior windows are included in this contract.
- 12.) Furnish and install all glass film and frosted glazing as shown on the Contract Documents.
- 13.) Furnish and install all flashing and caulking of interior and exterior of aluminum storefront entrance systems, exterior windows, storefront and curtain wall systems in accordance with the contract documents.
- 14.) Furnish and install all caulking and sealants relating to the work of this bid package in accordance with the contract documents. Include interior caulking between any sheetrock and any pre-finished aluminum product including aluminum window and door frames and aluminum mullions.
- 15.) Remove all labels, part numbers, sealant, stickers, tape etc from all components after installation. Provide initial cleaning, touch-up and removal of fabrication markings. Exclude final cleaning.
- 16.) Furnish and install all break metal, closures, covers, and flashings as required for a complete installation. To include break metal at existing windows similar to detail J/A501.
- 17.) Furnish and install all aluminum fascia covers as shown on the Contract Documents.
- 18.) Furnish and install all wood blocking, anchors, brackets, etc. for positive means of attachment to the structure. Exclude structural steel and light gauge framing at glazed openings.
- Furnish and install all unframed mirror glass, attachments, anchors, shims and sealants required for a complete installation.
 Exclude manufactured mirror systems.
- 20.) Provide engineered calculations and state licenses such as required by the contract documents.
- 21.) Collapse all glazing crates prior to placing in the dumpster.
- 22.) Field verify dimensions as required.
- 23.) Contractor shall provide all material handling for this Bid Package.
- 24.) Keep surrounding streets, drives, and parking areas free of dirt and debris including dust control caused or created by the work of this bid package.
- 25.) Provide any necessary traffic control and barricades for work relative to this bid package; coordinate lane closings etc. with Construction Manager and Authorities having Jurisdiction prior to such closings.
- 26.) Contractor to provide professional liability insurance, as required per the specifications for all delegated design and professional engineering.

Work specifically excluded from this bid package:

- 1.) Hollow Metal Window Frames
- 2.) Omamental handrail

NOTE: Each week, the Construction Manager will specify one day for general cleanup. During the extent of your contract, you will provide the Construction Manager with TWO laborers for this cleanup. This will not supersede daily cleanup of the work area as stipulated in the Bid Package General Requirements (Document 004600).

Accepted Alternate Scope: All material and work associated with Kawneer Sunshades. Columns provided and installed by others.

The Liquidated Damages for this Package are \$0 per day

TRADE CONTRACTOR INSURANCE REQUIREMENTS

The contractor (and any Sub-contractors) shall carry and keep in force during this Contract, policies of insurance in minimum amounts as set forth below, or as required by the laws of the State of Oklahoma:

- General Liability Insurance providing for a combined amount of not less than \$200,000 for all damages arising out of bodily injury, death and property damage for each occurrence with an aggregate limit of \$300,000, and an excess umbrella liability coverage of \$2,000,000;
- Workers Compensation Insurance and Employee Liability Insurance as required by Workers Compensation laws of the State of Oklahoma;
- 3. Comprehensive Automobile Insurance; and
- 4. Errors and Omissions Coverage (only applicable to Architect or Engineering Services).

Note: Builders Risk Insurance will be the responsibility of the Construction Manager and therefore should not be included.

IMPORTANT:

The Contractor shall name the Board of County Commissioners of Tulsa County, Oklahoma as an additional insured;

The Contractor shall furnish Certificates of Insurance which shall provide that said insurance will not be cancelled by the Insurer without Insurer providing thirty (30) days written notice to the Board of County Commissioners of Tulsa County;

The Insurance specified shall be acquired from an Insurance Company properly licensed by the State of Oklahoma to provide such coverage in the State of Oklahoma.

TRADE NO.HQ-088000 Apax Glass, inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/20/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If 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	NAME: Sandra Crain	
Premier Consulting Partners	PHONE (A/C, No. Ext): (888) 295-7410 FAX (A/C, No): (918	970-4880
10441 S Regal Blvd	E-MAIL ADDRESS: scrain@premier-consultingpartners.com	
Suite 100	INSURER(S) AFFORDING COVERAGE	NAIC #
Tulsa OK 74133	INSURERA: Ohio Security Insurance Company	24082
INSURED	INSURER B: Ohio Casualty Insurance Company	24074
Apax Glass, Inc.	INSURER C: America First Insurance Company	12696
1640 South Peninsula Drive East	INSURER D:	
	INSURER E:	
Cleveland OK 74020	INSURER F:	
COVEDACES CERTIFICATE NUMBER, 1919 CENT	IMPINEDDO 1020WC DEVICION NUMBER.	

CERTIFICATE NUMBER: 1819 GLALUMBINSPPO 1920WC

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	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
A	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
		X	Y	BKS58954502	8/18/2018	8/18/2019	MED EXP (Any one person)	\$	15,000
	X \$500 PD Ded Per Claim						PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:						Employee Benefits	\$	1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
A	X ANYAUTO						BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS	x		BAS58954502	8/18/2018	8/18/2019	BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
							Uninsured motorist combined single	\$	1,000,000
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	5,000,000
В	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	5,000,000
	DED X RETENTION \$ 10,000	Х	Y	USO58954502	8/18/2018	8/18/2019		\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)		Y	XWS58954502	3/1/2019	3/1/2020	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
С	Installation Floater			IM0400676	8/18/2018	8/18/2019	\$1,000 Deductible		\$300,000
A	Property of Others			BKS58954502	8/18/2018	8/18/2019	\$1,000 Deductible		\$800,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: #HQ-088000; HEDQ; Tulsa County Administration Building Renovations; Flintco, LLC, Tulsa County Board of County Commissioners, Board of County Commissioners of Tulsa County, Oklahoma, GH2 Architects as well as any other parties listed in written contract are additional insureds as respects liability arising from the named insured. Waiver of Subrogation applies in favor of Flintco, LLC, Tulsa County Board of County Commissioners, GH2 Architects as well as any other parties listed in written contract. Coverage is Primary and Non-Contributory. 30 day notice of cancellation applies.

CERTIFICATE HOLDER	CANCELLATION

Flintco, LLC 1624 W. 21st Street Tulsa, OK 74107

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

Cindi Smith/SANDRA

Cinding

FLINTCO POLICIES/PROCEDURES ACKNOWLEDGEMENT OF OBTAINING FORM

The following Policies and Procedures are part of the Agreement by reference. (Obtain documents at www.flintco.com, Select Subcontractors tab and then click on Forms.)

- Substance Free Workplace: I acknowledge that I have obtained a copy of the Flintco, LLC policy statement regarding Substance Free Workplace and have read and understand my obligations under this policy.
- Firearm, Weapons-Free Workplace Policy: I acknowledge that I have obtained a copy the Flintco, LLC policy statement regarding Firearm, Weapons-Free Workplace and have read and understand my obligations under this policy.
- Smoke-Free Workplace: I acknowledge that I have obtained a copy of the Flintco, LLC policy statement regarding a Smoke-Free Workplace and have read and understand my obligations under this policy.
- Safety Manual: I acknowledge that I have obtained a copy of the Flintco, LLC Safety Manual and have read and understand my obligations regarding Job Site safety.
- Certification of Nonsegregated Facilities: I acknowledge that I have obtained a copy of the Flintco, LLC policy statement regarding a Nonsegregated Facility and have read and understand my obligations under this policy.

Trade Contractor acknowledges obtaining a copy of and agrees to comply with CM policies and procedures related to Trade Contractor performance on the jobsite.

Apax Glass, inc.
Trade Contractor Name

T) 4 Phroall

Signature of Trade Contractor Representative

Return this signed form with your executed Trade.

DRAWINGS, SPECIFICATIONS & ADDENDA

Specifications:

Tulsa County Administration Building

20180005 Project Manual Volume 1 & 2 03/25/2019

Addenda:

Addendum #1A Dated 04/08/2019

Addendum #2A Dated 04/29/2019

CM Clarification #1 Dated 04/08/2019 CM Clarification #2 Dated 04/29/2019

Drawings:

As listed in Sheet Index on Sheet CS1 Cover Sheet

Tulsa County Administration Building

GH2 Architects Project #20180005

03/25/2019 Conformed Set

SCHEDULE OF WORK

THE CONSTRUCTION SCHEDULE WILL BE MAINTAINED AT THE PROJECT SITE AND WILL BE UPDATED AS WORK PROGRESSES. TRADE CONTRACTOR WILL GIVE INPUT REGARDING THE SCHEDULE AT REGULARLY SCHEDULED PROGRESS MEETINGS. TRADE CONTRACTOR SHALL FOLLOW THE MOST CURRENT VERSION OF THE SCHEDULE MAINTAINED BY CM AND PERFORM THE SUBCONTRACT WORK ACCORDING TO THAT SCHEDULE.

CERTIFICATION OF NON-SEGREGATED FACILITIES

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certified that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors from proposed subcontractors prior to the award of subcontractors or specific time period) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors are any that he will forward the following notice to such subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirements for Certifications of Nonsegregated Facilities.

Notification of Nonsegregated Facilities, as required by the May 9, 1967, order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967), must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

Firm Company Name April Glass Inc	
Signature of Authorized Representative	*
Name of Authorized Representative (Print or Type)	
Title of Authorized Representative	

Return this signed form with your executed subcontract.

Tulsa County "HQ" Administration Building Renovations



Tulsa County Purchasing

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. This document may not be altered or modified.

CONTRACTOR (Name and Address):

Apax Glass, Inc. 1640 S Peninsula East Cleveland, OK 74020

OWNER: Tulsa County Board of County Commissioners Tulsa County Administration Building

500 South Denver Avenue Tulsa, Oklahoma 74103

SURETY (Name and Principal Place of Business):

RLI Insurance Company 9025 N Lindbergh Drive Peoria, IL 61615

SURETY (Representative):

Signature:

Name and Title:

RLI Insurance Company

CONSTRUCTION CONTRACT

Date: May 20, 2019

Amount:

\$ 1,037,540.00

Description (Name and Location):

Tulsa County Administration Building Renovations

BOND:

Date (Not earlier than Construction Contract Date): May 20, 2019

Amount: \$ 1,037,540.00

CONTRACTOR (Representative):

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER:

Premier Consulting Partners, LLC 10425 S 82nd E Ave., Suite 110 Tulsa, OK 74133

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Cindi L. Smith, Attorney

GH2 Architects 320 S Boston Ave., Suite 100 Tulsa, OK 74103

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
- 2 With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
- 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
- 4 The Surety shall have no obligation to Claimants under this Bond until:
 - **4.1.** Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - **4.2.** Claimants who do not have a direct contract with the Contractor:
 - **4.2.1.** Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - **4.2.2.** Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - 4.2.3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address listed on Page 1) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

- 5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
- **6** When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - **6.1** Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - **6.2** Pay or arrange for payment of any undisputed amounts.
- 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- **9** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 10 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 11 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- 12 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deem incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 13 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

14 DEFINITIONS

- 14.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- **14.2.** Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- **14.3.** Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract.

Tulsa County "HQ" Administration Building Renovations



Tulsa County Purchasing

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. This document may not be altered or modified.

CONTRACTOR (Name and Address):

Apax Glass, Inc. 1640 S Peninsula East Cleveland, OK 74020

OWNER: Tulsa County Board of County Commissioners
Tulsa County Administration Building

500 South Denver Avenue Tulsa, Oklahoma 74103 SURETY (Name and Principal Place of Business):

RLI Insurance Company 9025 N Lindbergh Drive Peoria, IL 61615

CONSTRUCTION CONTRACT

Date: 5/20/2019

Amount: \$ 1,037,540

Description (Name and Location):

Tulsa County Administration Building Renovations

BOND:

Date (Not earlier than Construction Contract Date): May 20, 2019

Amount: \$ 1,037,540

CONTRACTOR (Representative):

ignature: 1200000 TH

the and Title Briciette Hubanks, President

SURETY (Representative):

RLI Insurance Company

Signature:

Name and Title: Cindi L. Smith, Attorney-in-Fac

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER:

Premier Consulting Partners, LLC 10425 S 82nd E Ave., Suite 110 Tulsa, OK 74133

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

GH2 Architects 320 S Boston Ave., Suite 100 Tulsa, OK 74103

- 1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and a s s i g n s t o t h e Owner f o r the performance o f the Construction Contract, which is incorporated herein by reference.
- 2. If the Contract or performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
- 3. The Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address on Page 1 that the Owner is considering declaring a Contractor Default as described in Paragraph 10 and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than ten (10) days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if an y, subsequently to declare a Contractor's Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than seven (7) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
- 4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions.
 - **4.1** Arrange for a Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - **4.2** Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain proposals or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract P rice incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with

reasonable promptness under the circumstances:

- **4.1.1.** After investigation, determine the amount for which it may be liable to the Owner, and as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- **4.1.2.** Deny liability in whole or in part and notify the Owner citing reasons therefor.
- 5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fourteen (14) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in p art, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- 6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - **6.1** The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:
 - **6.2** Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - **6.3** Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or no n-performance of the Contractor.
- 7. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to r elated subcontracts, purchase orders and other obligations.
- 8. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
- 9. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provisions in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

10. DEFINITIONS

- 10.1Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in Settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- **10.2**Construction Contract: The agreement between the Owner and the Contractor identified on the sig nature page, including all Co ntract Documents and ch anges thereto.
- 10.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- **10.4**Owner Default: Failure of the O wner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract.

Exhibit G Page 7 of 7



Tulsa County Purchasing Statutory Defect Bond 61 O.S. 1991, Section 113 (B)(3)

KNOW ALL MEN BY THESE PRESENTS,		
That Apax Glass, Inc. , as	s Principal and	RLI Insurance Company
a corporation organized under the laws of the State of	lowa	and authorized to transact business
in the State of Oklahoma, as Surety, are held and firmly b	oound unto the Boar	rd of County Commissioners of Tulsa County, Oklahoma,
in the penal sum of One MIllion Thirty Seven Thousand Five Hundred F	orty and 00/100	Dollars (\$1,037,540.00_)
in lawful money of the United States of America, said sun	n being equal to One	ne Hundred percent (100%) of the Contract price, for the
payment of which, well and truly to be made, we bind our successors, and assigns, jointly and severally, firmly by the	selves and each of	
The condition of this obligation is such that:		
WHEREAS, said Principal entered into a written dated May 20, 2019 , for Tulsa County Ad		Board of County Commissioners of Tulsa County, ling Renovations
		pliance with the plans and specifications therefore, made
a part of said contract and on file in the Tulsa County Cle		
all damage, loss, and expense which may result by reaso occurring within a period of one (1) year from and after th Tulsa County; then this obligation shall be null and void, o	on of defective mate re acceptance of sai otherwise to be and	id project by the Board of County Commissioners of I remain in full force and effect.
		changes or alterations in said Contract and no deviations asing the sureties, or any of them, from the obligations of
IN WITNESS WHEREOF, the said Principal has be hereunto affixed by its duly authorized officers, and the corporate seal to be hereunto affixed by its attorney-in-face.	e said Surety has ca	
DATED this 20th day of May 20	19 PRINCIPAL	.: Apax Glass, Inc.
	- Procest	te Humnks
(Principal proporate Seal)	(Authorized Reli President	presentative Printed Name) presentative Signature) presentative Printed Title)
ATTEST: (Notarial Seal & Signature)	SURETY: R	RLI Insurance Company cot Signalure)
	By: Cindi L. Sr	
		act Printed Name)
		ndbergh Drive
	(Surety Address Peoria, IL 6	
	(City, State, Zip,	o)
	(800) 645-2	2402 csmith@premier-cp.com
Surey Corporate Seall	(Telephone)	(Email)

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615 Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and In together, the "Company") do hereby make, constitute and appoint:	surance company, each an Illinois corporation, (separately and
William Cary Taylor, Dayna Harjo, Cindi Smith, Sandra Crain, Cathy Heil	iger, jointly or severally
in the City of, State ofOklahoma full power and authority hereby conferred, to sign, execute, acknowledge bonds and undertakings in an amount not to exceed (\$25,000,000.00) for any single obligation.	its true and lawful Agent(s) and Attorney(s) in Fact, with and deliver for and on its behalf as Surety, in general, any and al Twenty Five Million Dollars
The acknowledgment and execution of such bond by the said Attorney in a executed and acknowledged by the regularly elected officers of the Compa	Fact shall be as binding upon the Company as if such bond had been ny.
RLI Insurance Company and/or Contractors Bonding and Insuran following is a true and exact copy of a Resolution adopted by the Board of	ce Company, as applicable, have each further certified that the Directors of each such corporation, and is now in force, to-wit:
"All bonds, policies, undertakings, Powers of Attorney or other obligation the Company by the President, Secretary, any Assistant Secretary, Treas of Directors may authorize. The President, any Vice President, Sec Attorneys in Fact or Agents who shall have authority to issue bonds, pol seal is not necessary for the validity of any bonds, policies, undertakings signature of any such officer and the corporate seal may be printed by factorized.	urer, or any Vice President, or by such other officers as the Board cretary, any Assistant Secretary, or the Treasurer may appoint icies or undertakings in the name of the Company. The corporate powers of Attorney or other obligations of the corporation. The
IN WITNESS WHEREOF, the RLI Insurance Company and/or Concaused these presents to be executed by its respective Vice Presiment March, 2019.	tractors Bonding and Insurance Company, as applicable, have dent with its corporate seal affixed this 25th day of RLI Insurance Company
SEAL SEAL	By: Barton W. Davis Vice President
State of Illinois County of Peoria SS	
On this <u>25th</u> day of <u>March</u> , <u>2019</u> , before me, a Notary Public, personally appeared <u>Barton W. Davis</u> , who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.	I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company: do hereby certify that the attached Power of Attorney is in full force and effect, and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this
By: Cretchen L. Johnigk Notary Public	RLI Insurance Company Contractors Bonding and Insurance Company
GRETCHEN L JOHNIGK PUBLIC "OFFICIAL SEAL" STATE OF My Commission Expires May 26, 2020	By: Jean M/Stephenson Corporate Secretary





board of County Commissioners

Tulsa County Administration Bldg. 500 South Denver Tulsa, Oklahoma 74103-3832 918.596.5000 Exhibit H Page 1 of 2

STAN SALLEE DISTRICT 1 918.596.5020 KAREN KEITH DISTRICT 2 918.596.5015 RON PETERS DISTRICT 3 918.596,5010

January 2, 2019

Dear Vendor:

The Oklahoma Sales Tax Code, 68 O.S. 1991 Section 1356, exempts from the payment of sales taxes all political subdivision of the State of Oklahoma.

Because each County in this State is a political subdivision of the State (Article 17, Section 1 of the Constitution of Oklahoma: Herndon v. Anderson, 1656 Okla. 104, 25P2d 326), Tulsa County is exempt from all sales tax.

Sincerely,

Karen Keith, Chairman

Tulsa County Board of County Commissioners

KK:sl

Approved:

Douglas Wilson

Chief of the Civil Division

Note: Tulsa County's Federal Identification Tax Number 73-6006419

6. A Will



Oklahoma Tax Commission

www.tax.ok.gov

Date Issued: March 21, 2014 Letter ID: L0891154944 Taxpayer ID: **-**6419

illiging photographic filling the state of t

AMY

Oklahoma Sales Tax Exemption Permit Oklahoma State Government

Non-Transferable

68 Oklahoma Statutes 2002 Supp., Section 1356(1): Sale the State of Oklahoma, any political subdivision of this s from the tax levied by this article.	Permit Number EXM-10028212-06			
Business Location	Industry Code	City Code	Permit Effective	Permit Expires
TULSA COUNTY BOARD OF COUNTY COMMISSIONERS 5051 S 129TH EAST AVE TULSA OK 74134-7004	921190	7281	February 10, 2006	NON-EXPIRING

Thomas Kemp Jr., Chairman Jerry Johnson, Vice-Chairman Dawn Cash, Secretary-Member

MICHAEL WILLS
TULSA COUTXIS/26 ERK
2019 MAY 30 AM 11: 45

AGREEMENT FOR THE PROVISION OF SERVICES

THIS AGREEMENT is entered into between the Board of County Commissioners of June Tulsa County, Oklahoma (Tulsa County) and The Metropolitan Environmental Trust (M.e.t.) a public trust, having eleven area jurisdictions as its beneficiaries including Tulsa County.

I. RECITATIONS

Tulsa County, in conjunction with its comprehensive approach to solid waste management, desires to provide for its citizens a waste reduction-recycling program, public education concerning responsible solid waste disposal, and household hazardous waste collection.

The M.e.t. also has the expertise and the existing relationships to provide public education and to facilitate the collection of household hazardous waste on a regional basis.

The City of Tulsa, Oklahoma, has created a household pollutant collection facility (Facility) for Tulsa citizens to dispose of certain hazardous waste, which is deleterious to the environment if disposed of incorrectly. The facility is located at 4502 S. Galveston. The City of Tulsa desires to make the facility available to area jurisdictions in a manner that is beneficial to the local environment, and consistent with Oklahoma Department of Environmental Quality MS4 water permits.

In consideration of the foregoing, as well as, mutual promises and covenants contained in this agreement, the parties agree as follows:

II. PUBLIC EDUCATION

- 1. The M.e.t. will promote the responsible disposal of solid waste and hazardous materials through messages to the public on television, radio, newspaper and social media, speeches to civic groups; and information booths at public events. Messages will include the information concerning the proper items to be placed in the curbside recycling bins, promotion of green businesses located within the unincorporated areas of Tulsa County, anti-littering campaigns, and the importance of composting to divert green waste from the public waste stream.
- 2. The M.e.t. will conduct a one-time event for the collection of tires, fire extinguishers, or other items not otherwise routinely collected by the M.e.t. at a regional location designed to attract citizens of the unincorporated areas of Tulsa County.
- The M.e.t. will conduct the Enviro Expo event, or a similar event, that promotes

FY19/20

area businesses and organizations dedicated to recycling and environmental responsibility.

III. HOUSEHOLD HAZARDOUS WASTE COLLECTION

- 4. The M.e.t. will field requests via telephone or email, screen, and schedule appointments at the Tulsa Facility to hazardous household waste from citizens of the unincorporated area of Tulsa County.
- 5. Appointments will be scheduled in the time slots made available by the City of Tulsa to the M.e.t. Using the scheduling system agreed to between the M.e.t. and City of Tulsa, the M.e.t. will enter the name of the citizen, the type of materials to be delivered, and the estimated poundage. The M.e.t. will educate the citizen on the existence of the local recycling depot and items they can take there rather than at Tulsa's Household Pollutant Collection (HHP) Facility including the convenience and its reduction in the weight at the HHP facility. The M.e.t. will instruct citizens to bring with them valid identification that will match the name of the citizen shown on the appointment and prove residency in the area jurisdiction. The M.e.t. will instruct the citizen as to the consequences of including poundage exceeding 45 pounds, or different items than scheduled for in the appointment.
- 6. The City of Tulsa will receive, weigh and process the materials presented at the facility by citizens that have an appointment. The City of Tulsa reserves the right to reject any materials that do not appear as acceptable on Exhibit A. The City of Tulsa will not receive materials from any citizen of Tulsa County that does not have an appointment.
- 7. The City of Tulsa will charge the M.e.t. a fee for the disposal of up to 45 lbs. The Tulsa County citizen will be responsible for any additional fees for materials exceeding 45 lbs.at a cost of \$1.33/lb. provided that, automobile, boat and lawn equipment batteries will be accepted, but will not be included in the weight.
- 8. The M.e.t. will pay the City of Tulsa for the appointment out of the funds provided to it by Tulsa County under this agreement.
- 9. Tulsa County authorizes the M.e.t. to make appointments for its citizens to use the City of Tulsa Facility utilizing carryover appointments from FY 18/19.
- 10. The M.e.t. will deliver to Tulsa County at the M.e.t. Board meeting, a monthly itemization showing the total number of appointments; the poundage of and types of waste received, and the unanticipated items and excess poundage that were paid for by the citizen are available upon request.

IV Excess Poundage, Unanticipated Products, Excess Number of Visits

- 11. The parties anticipate that citizens may arrive at the facility with different poundage or different products than they disclosed when making the appointment. The parties also anticipate that it may have more participation than anticipated and budgeted in this agreement.
- 12. In the event that the citizen has materials in excess of 45 pounds excluding batteries, the City of Tulsa will require that the citizen pay the City of Tulsa for the overage at the time they appear at the facility. The M.e.t. will not be responsible and will not pay for materials in excess of 45 pounds delivered by a citizen at a scheduled appointment. The M.e.t. will instruct the citizen as to the consequences of including more poundage, prior to arrival at the facility.
- 13. If the citizen includes materials routinely accepted at M.e.t. such as motor oil, batteries, cooking oil and grease, the M.e.t. will direct the citizen to deposit those materials at the M.e.t. recycling depot.

V. W. PAYMENT

14. Tulsa County will pay the M.e.t. a total of \$26,431 on payable in two equal installments due on July 15, 2019 and January 15, 2020 upon receipt of invoices from the M.e.t. In the event that Tulsa County authorizes appointments at the Tulsa Facility in excess of the number agreed to above, Tulsa County will pay the M.e.t. in advance for an additional number of appointments at the rate of \$40 per appointment. Unused appointments shall roll over to the next contract year.

VI. V. TERM

15. The term of this Agreement shall commence on **July 1, 2019** and conclude on **June 30, 2020**. This agreement may be renewed for a period equal to the initial term upon written agreement to the extension, signed by both parties. In no event shall an extension term be longer in duration than 1 year.

VII. VI. TERMINATION

16. This agreement may be terminated by either party for cause after notice and an opportunity has been given to present reasons why such action should not be taken. Grounds constituting cause include but are not limited to: failure to comply with the provisions of this agreement, any applicable laws, ordinances or material regulations or guidelines; one party has been unduly dilatory in executing its duties under this agreement; or non-payment. In the event of termination, the M.e.t. shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of termination. The M.e.t. shall make all necessary efforts to mitigate the damages caused by the termination. Notice shall be provided to the following:

The M.e.t. c/o M.e.t. Director Williams Tower One One West Thirds Street Suite 110 Tulsa, OK 74103 Tulsa County c/o Tulsa County Board of County Commissioners Administration Building 500 S. Denver Ave. Tulsa, OK 74103

VIII. VII. DISCLAIMER OF AGENCY

17. In the performance of this agreement, the parties shall be deemed to be and shall be independent contractors and, as such, neither shall be entitled to any benefits applicable to employees of the other. Neither party is authorized or empowered to act for the other for any purpose and shall not on behalf of the other enter into any contract, warranty and/or representation as to any matter. Neither shall be bound by the acts or conduct of the other except as expressly set out in this agreement.

IX. WIII. AMENDMENT

18. This agreement may be amended only in writing signed by all parties.

X. SEVERABILITY

19. If any provision under this agreement, or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

XI. ENTIRETY OF THE AGREEMENT & VENUE

20. This Agreement sets forth the entire understanding of the parties an supersedes any oral agreements. The terms of this agreement shall be interpreted and construed under the laws of the State of Oklahoma.

THIS AGREEMENT may be executed in several counterparts, each of which shall be deemed the original, but all of which shall constitute one and the same instrument.

Tulsa County	i ne m.e.t.
(title)	(title) Chair
Attest:	Attest:

Clerk Date: (seal)	Secretary Date: 5-9-19
Approved as to form:	Approved as to form:
Nolan M. Fild Jul 5-30-19 Asst. Dist.	Attorney

Exhibit A - Accepted and Non Accepted Household Hazardous Waste

The waste list below is to be accepted by Tulsa from outside jurisdictions through services provided by The M.e.t.

- Fluorescent and CFL Light Bulbs
- Oil Based Paints and Paint Thinner
- Latex Paint
- Flammable Liquids
- Lawn Chemicals
- Automotive Fluids
- Cooking Oil/Grease
- Aerosols
- · Household and Car Batteries
- Household Cleaners
- Pool Chemicals

The listed wastes below are not accepted by Tulsa.

- Industrial or Commercially Generated Waste (including non-hazardous waste)
- Medical or Biomedical Waste
- Asbestos
- Food or Organic Waste
- Radioactive Material
- Ammunition/Explosives
- Electronics
- Tires
- Compressed Gas Cylinders
- Unknown Materials or Substances

TULSA COUNTY PURCHASING DEPARTMENT

MEMO

DATE:

May 29, 2019

FROM:

Matney M. Ellis

Purchasing Director

TO:

Board of County Commissioners

SUBJECT:

Agreement - S&A Installation, LLC

Bids for the Tulsa County "HQ" Administration Building Renovations were opened on May 6, 2019 and the recommendation to award Bid Package 08D (Installation of Doors and Hardware) to S&A Installation, LLC was approved by the Board of County Commissioners on May 13, 2019, CMF# 247793.

The Tulsa County Purchasing Department respectfully requests the Board of County Commissioners approve and execute the attached Trade Contractor Agreement between the Board of County Commissioners and S&A Installation, LLC for the scope of work as defined in the agreement and referenced bid documents.

Respectfully submitted for your approval and execution.

MME / mlb

ORIGINAL: Michael Willis, County Clerk, for the June 3, 2019 agenda.

TRADE CONTRACTOR AGREEMENT

1. Effective Date, Parties and Notice

Tulsa, Ok 74103

This Agreement is enteredTulsa County Board of 0		day of ners	May referr	in the year ed to in this Agreement	2019 as the Owner, a	by and between
TRADE CONTRACTOR	S&A Installation 12821 S128th E Broken Arrow,	ast Ave				
	Tax ID/EIN/SSN	: 47-3343379)			
	ATTENTION: SH	neila Malley				
referred to in this Agreem	ent as the Trade Co	ontractor for	services in conn	ection with this		
PROJECT NAME	Tulsa County A	dministration	Building Renova	itions		
PROJECT NUMBER	HEADQ					
LOCATION	218 W 6 th St Tulsa, OK 74119	e				
whose						
CONSTRUCTION MANAGER is	FLINTCO, LLC 1624 W 21st St Tulsa, OK 7410	7				
and whose						
ARCHITECT is	GH2 Architects 320 S Boston Av Suite 100	ve				

NOTICE TO THE PARTIES SHALL BE GIVEN AT THESE ADDRESSES

Safety

- 2.1 The Trade Contractor agrees that the prevention of accidents to workmen and property engaged upon or in the vicinity of the Trade Work is its responsibility. The Trade Contractor agrees to comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety as shall be applicable to the Trade Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with the safety standards established during the progress of the Trade Work by the Construction Manager (referred to herein as "CM").
- 2.2 When so ordered, the Trade Contractor shall stop any part of the Trade Work which the CM deems unsafe until corrective measures satisfactory to the CM have been taken. The Trade Contractor agrees that it shall not have nor make any claim for damages arising from such stoppages. Should the Trade Contractor fail to take appropriate corrective measures in a timely manner, the CM may do so at the cost and expense of the Trade Contractor and may deduct the cost and expense thereof from any payments due or to become due to the Trade Contractor. Failure on the part of the CM to stop unsafe practices shall in no way relieve the Trade Contractor of its responsibility therefor.
- 2.3 The Trade Contractor will follow the provisions of all applicable statutes and ordinances which require persons or firms doing excavation to do so only after giving notice to utility companies and obtaining information on the location of utilities (such as "one-call" systems).

3. Trade Contractor Representations

- 3.1 The Trade Contractor acknowledges receipt of all policies listed in Exhibit C. Subject to applicable law the Trade Contractor further agrees to be bound by these policies as part of this Agreement. The Trade Contractor represents and agrees that it has carefully examined and understands this Agreement and the other Trade Contract Documents, has investigated the nature, locality and site of the Trade Work and the conditions and difficulties under which it is to be performed, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the CM, the Owner or any of their respective officers, agents or employees.
- 3.2 The commencement of the Trade Work by the Trade Contractor on the site of the Project shall constitute the legal and binding acceptance by the Trade Contractor of this Agreement. For purposes of this paragraph the mobilization of equipment, delivery of materials or the performance of actual labor on the Project site, whichever occurs first, shall constitute a "commencement" of Trade Work by the Trade Contractor. The Owner reserves the right, however, to insist on a signed Agreement prior to the making of any payment to the Trade Contractor.

4. Bonds

The Trade Contractor shall furnish a Performance Bond and a Separate Payment Bond satisfactory to the CM, in its sole determination, in the full amount of the Agreement Amount. Bonds shall be furnished by a surety acceptable to the CM, in the full amount of the Agreement Amount, and on the forms attached as Exhibit G. Trade Contractor must also furnish any applicable statutory bonds if required by the state in which the Project is located.

5. Trade Contractor Duties

- 5.1 Trade Work. The Owner retains the Trade Contractor as an independent contractor, to provide all labor, materials, equipment and services necessary or incidental to complete that portion of the work on the Project as set forth in Exhibit A to this Agreement, consistent with the Project Schedule and in strict accordance with and reasonably inferable from the Trade Contract Documents. The Trade Contractor agrees to perform such part of the work (hereafter called "Trade Work") for the Project under the general direction of the CM and subject to the final approval of the CM, Architect/Engineer or other specified representative of the Owner.
- Trade Contract Documents. The Trade Contract Documents include this Agreement, Agreement between the Owner and the CM ("CM Agreement"), including all addenda, modifications, revisions, plans, drawings, specifications, details, together with all general, technical, supplementary and special terms and conditions, any invitations for bids or information for bidders, if any, to the extent applicable, and all other documents listed in or referred to by the CM Agreement. The Owner and the Trade Contractor are mutually bound by the terms of this Agreement. To the extent the terms of the CM Agreement apply to the work of the Trade Contractor, then the CM on behalf of the Owner assumes toward the Trade Contractor all the obligations, rights, duties and redress that the Owner under the CM Agreement assumes toward the CM. In the identical way, the Trade Contractor assumes toward the CM all the same obligations, rights, duties and redress that the CM assumes toward the Owner and Architect/Engineer under the CM Agreement. This Agreement and the rest of the Trade Contract Documents are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement

Rev 02/22/2019 TRADE NO. HQ-081000
Page 2 of 13 S&A Installation, LLC.

irreconcilably conflicts with a provision of the Trade Contract Documents, the provision granting greater rights or remedies to the Owner or imposing the greater duty, standard or responsibility or obligation on the Trade Contractor shall govern.

- 5.3 Design Delegation. If the Trade Contract Documents (1) specifically require the Trade Contractor to provide design services and (2) specify all design and performance criteria, the Trade Contractor shall provide the design services necessary to satisfactorily complete the Trade Work. Design services provided by the Trade Contractor shall be procured from licensed, design professionals (the "Designer") retained by the Trade Contractor as permitted by the law of the place where the Project is located. The Designer's signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by the Designer. Shop Drawings and other submittals related to the Trade Work designed or certified by the Designer, if prepared by others, shall bear the Trade Contractor's and the Designer's written approvals when submitted to the CM. The Owner and the CM shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by the Designer.
 - agreement between the Trade Contractor and the Designer. The Trade Contractor-Designer agreement shall not provide for any limitation of liability or exclusion from participation in the multiparty proceedings requirement of Paragraph 21.6. If applicable, the Designer(s) is (are)

If the Designer is an independent professional, the design services shall be procured pursuant to a separate

The Trade Contractor shall notify the CM in writing if it intends to change the Designer. The Trade Contractor warrants the design furnished by the Designer will be in conformance with the information given and the design concept expressed in the Trade Contract Documents. The Trade Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Trade Contract Documents furnished by the Owner, Architect/Engineer or CM

- 5.3.2 The Trade Contractor shall not be required to provide design services in violation of any applicable law.
- Glean Up. The Trade Contractor is responsible for its own "clean-up" and keeping the Trade Work areas "broom clean". If the CM determines the Trade Work area to be unsatisfactorily cleaned, the CM will so advise the Trade Contractor. If the Trade Contractor fails to commence cleaning procedures within twenty four (24) hours and continue to clean said area to the CM's satisfaction, the CM may without further notice execute and complete such clean up activities as the CM deems necessary and charge the cost to the Trade Contractor or deduct such cost from payments due to the Trade Contractor. The Trade Contractor is responsible to clean the mud and gravel off its vehicles (including vehicles operated by its lower tier contractors and suppliers) prior to leaving the site. Any mud or gravel that is tracked onto the surrounding roads shall be removed immediately. The CM has the right to clean up surrounding roads immediately upon the Trade Contractor's failure to do so, the cost of which shall be deducted from the Trade Contractor's next payment.
- **5.5 Protection of Trade Work.** The Trade Contractor is responsible for protection of its material, equipment and installation until the final acceptance by the Owner and the Architect.
- **Protection of the Project.** The Trade Contractor shall confine operations at the Project site to areas permitted by the CM and shall not unreasonably encumber the Project site with materials or equipment. The Trade Contractor is responsible for any damage caused to adjacent property or access roads by the Trade Contractor, its lower tier contractors or suppliers during the course of the Trade Work.
- **Supervision.** All of the Trade Work is the sole and absolute responsibility of the Trade Contractor; shall be initiated, managed, performed and completed by qualified, competent, skilled and reputable supervisors, administrators, mechanics and laborers, all of which are satisfactory to the CM; shall be in full compliance with the Trade Contract Documents including this Agreement; and shall meet the approval and acceptance of the CM and the Owner or its authorized representative.

6. Schedule

5.3.1

Time is of the essence. The Trade Contractor shall commence the Trade Work under this Agreement when notified by the CM and shall complete the Trade Work in a diligent manner in accordance with the Trade Contract Documents and the Schedule of Work as set forth in Exhibit E so that progress or completion of the Project will not be delayed and in such a manner that the CM, any other Trade Contractors, and any separate contractors of the Owner shall not be delayed or impeded in their work. The Trade Contractor shall participate and cooperate in the development of schedules and other efforts to achieve timely completion of the Trade Work by providing information on the timing and sequence of operations so as to meet the CM's overall schedule requirements. The Trade Contractor shall continuously monitor the Project Schedule including any revisions thereto, and other work on the Project so as to execute the Trade Work in accordance with the requirements of the Project Schedule.

The Trade Contractor agrees to be responsible for, carry out, and perform all time guarantees upon work or materials referred to in the Trade Contract Documents relating to any labor performed or material furnished under this Agreement.

7. Payment

7.1 In consideration of faithful and timely performance by the Trade Contractor of all the covenants and the conditions aforesaid, the Owner agrees to pay the Trade Contractor, subject to other provisions hereof, including authorized additions and deletions, the sum of Fifty-Nine Thousand, Three Hundred and Seventy-Four Dollars and 00/100 DOLLARS (\$59,374.00)

(the "Agreement Amount") [which amount is Tax Exempt in accordance with attached Exhibit H]. Payment shall only be due for the portion of the Trade Work actually completed to the satisfaction of the CM, the Architect and the Owner. Trade Contractor shall submit a progress payment application to the Owner, with a copy to the CM and the Architect, for Trade Contractor Work properly performed during that month. Within thirty (30) days after Trade Contractor's complete, proper and timely payment application has been received by the Owner, the Owner shall make payment to Trade Contractor, less any applicable retainage or other set off. The Owner may withhold payment of part or all of Trade Contractor's payment application upon notice to Trade Contractor as allowed by law. Progress payment applications must be submitted by the Trade Contractor each month in an amount equal to ninety percent (90%) of the estimated value of the labor, materials and equipment incorporated in the construction and materials and equipment suitably stored at the Project site, less the aggregate of previous payments. The Trade Contractor's Affidavit and Waiver of Lien for prior payments must be properly executed by an authorized representative of the Trade Contractor and returned to the Owner and the CM prior to issuance of subsequent payments.

- 7.2 Progress payment applications are to be submitted on AIA G702 with Schedule of Values AIA G703. With each progress payment application, the Trade Contractor shall furnish a tabulated breakdown of the portion of the Trade Work included in the payment request, listing items of the work in sufficient detail as determined by the Owner and the CM to easily facilitate payment requests to be checked by the CM as the work progresses.
- 7.3 Each payment request or invoice must be received by the Owner by the last day of the month to be processed with other progress payment applications for that month. Invoices and payment requests received that are inaccurate or without substantiation, or after said day of the month will be held until corrected and substantiated, and then processed with the following month's payment application.
- 7.4 The Trade Contractor shall submit its request for partial payment conforming to the standard CM billing form, with schedule of values attached thereto, representing a true and accurate estimate of the Trade Work completed, and materials stored during the immediately preceding month or such other immediately preceding period as directed by the CM. In addition, if allowed by the Trade Contract Documents, all invoices and insurance certificates shall be included for all stored materials in an off-site storage area applicable to the payment request.
- 7.5 The Trade Contractor shall, additionally with each payment request, submit copies of payrolls to document the value of work in place and a Partial Release of Lien from all lower tier contractors and major material suppliers for which payment has previously been made to the Trade Contractor.
- 7.6 If the Owner or the CM on behalf of the Owner, in their sole discretion, deem it necessary, the Trade Contractor agrees to receive each of its progress payments and final payment in the form of multiple checks issued jointly between the Trade Contractor's lower tier contractors and major material suppliers and the Trade Contractor. Lower tier contractors that are to receive part or all of their progress payments as joint checks shall additionally submit with their Payment Requests all invoices from each lower tier contractor and major supplier and the net payments to be issued to each.
- 7.7 No partial payment, or certificate therefore, shall constitute acceptance or approval by the Owner, the CM or the Architect of the Trade Work or material for which the partial payment is made. No partial payment shall constitute a waiver by the Owner of any right to require fulfillment of all the terms of this Agreement. Neither the final payment nor any partial payment, nor any certificate for either, shall constitute acceptance by the Owner of defective work or improper materials or of any element of the Trade Contractor's performance determined to be at variance with this Agreement.
- 7.8 The Owner shall have the right to set off any amounts the Trade Contractor owes to the Owner under this Agreement or by law against the remaining balance under this Agreement, or against any amounts due the Trade Contractor under any other agreements with the Owner.
- 7.9 Final Payment. Final payment by the Owner to the Trade Contractor shall not become due and payable to the Trade Contractor until the following express conditions precedent have been met: (1) The completion of the Trade Work required by this Agreement and acceptance of the Trade Work by the CM, the Owner and the Architect; (2) execution and delivery by the Trade Contractor, in a form satisfactory to the CM, of a general release running to and in favor of the CM and the Owner; and (3) complete and full satisfaction of all claims, demands, disputes and obligations of the Trade Contractor arising out of or related to this Agreement, including those between the Owner and the Trade Contractor and between the Trade Contractor and any third party. Should there be any such claim, lien or unsatisfied obligation, whether before or after final payment is made, the Trade Contractor shall deliver payment to the Owner an amount equal to whatever cost the Owner must pay to discharge or defend against any such claim, obligation, lien or action brought, or any judgment thereon and all costs, including legal fees and expenses and a 15% Administrative Fee, incurred in connection therewith.

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8. Hazardous Materials

The Trade Contractor shall at all times comply with all rules and regulations of any municipality, state or federal environmental protection, and toxic waste and hazardous substances laws, ordinances and regulations, and how they relate to the Trade Work, and shall be equally responsible for actions and inactions of Trade Contractors, lower tier contractors, and any other agents or independent contractors of the Trade Contractor. The Trade Contractor shall be deemed to, and shall, have included in the Agreement Amount the containment, removal, disposal or neutralization of all toxic wastes and hazardous substances created, generated or transported to or from the Project site in conjunction with the Trade Work. The Trade Contractor will be responsible for identifying toxic wastes and hazardous substances generated, released, caused by or resulting from the Trade Work and notifying the CM of its presence in writing as soon as it is identified. The terms "toxic wastes" and "hazardous substances" shall have the same meaning as defined under federal environmental laws and regulations. At all times the Trade Contractor shall defend, indemnify and hold harmless the Owner and the CM from any and all expenses, costs, damages, suits, fines, assessments, penalties and/or causes of action, including attorney's fees through all investigations, negotiations, hearings or appeals, relating to or arising out of the Trade Contractor's fallure to strictly comply with the terms of this paragraph.

9. Compliance with Laws

- 9.1 The Trade Contractor agrees to be bound by, and at its own costs comply with, all federal, state and local laws, ordinances and regulations (the "Laws") applicable to the Trade Work, including but not limited to safety, equal employment opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, sexual and racial harassment, and all other Laws with which the Owner or CM must comply.
- Where prescribed by Law pursuant to direct Federal contracts or Federally-financed or aided contracts, or otherwise required by Law, the Trade Contractor agrees the following clauses found in the Trade Contract Documents or in the Code of Federal Regulations (CFR) are incorporated in this Agreement and binding on Trade Contractor as if written herein word for word: the clauses entitled "Equal Opportunity Clause" (41 CFR Sections 60-1.4 & 60-4.3); "Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans of the Vietnam Era" (41 CFR Section 60-250.4); "Affirmative Action Obligations of Contractors and Subcontractors for Handicapped Workers" (41 CFR Section 60-741.1); "Contract Work Hours and Safety Standards Act-Overtime Compensation"; "Apprentices and Trainees"; "Payrolls and Basic Records"; "Compliance with Copeland Act Requirements"; "Withholding"; "Subcontracts"; "Contract Termination-Department"; "Disputes Concerning Labor Standards"; "Compliance with Davis-Bacon and Related Act Requirements"; and "Certification of Eligibility" and such other clauses as the Federal Government has required by law or contract. Trade Contractor agrees to include all such clauses in any non-exempt, lower-tier contracts.
- Immigration Compliance. The Trade Contractor represents and warrants that the Trade Contractor is in compliance with, and shall remain in compliance with, the provisions of the Immigration Reform and Control Act of 1986 (The "Act") and all other Federal, State, and/or local immigration statutes/ordinances, as applicable, including, but not limited to the provisions of the Act prohibiting hiring and continued employment of unauthorized aliens, requiring verification and record keeping with respect to identity and eligibility for employment and prohibiting discrimination on the basis of national origin, United States citizenship, or intending citizen status. The Trade Contractor agrees to indemnify the Owner and the CM and to hold the Owner and the CM harmless from all liability, including liability for interest and penalties, the Owner and/or the CM incurs with results from or is attributable to the Trade Contractor's failure to comply with any provisions of the Act, and or applicable Federal, State, and/or local immigration statute/ordinance, including reimbursing the Owner and the CM any monies expended by either of them in participating in or responding to any investigation/suit/civil or criminal immigration matter involving the Trade Contractor. As it relates to immigration compliance, the Trade Contractor shall be responsible for completing any and all required documentation in accordance with requirements put forth by the Owner, CM or applicable law.
- The Trade Contractor shall be liable to the CM and the Owner for all loss, cost and expense attributable to any acts of commission or omission by the Trade Contractor, its contractors at any tier, and its and their respective employees and agents resulting from the failure to comply with Laws, including, but not limited to, any fines, penalties

10. Insurance

- 10.1 The Trade Contractor agrees to procure, pay for and maintain in full force and effect during the course of the performance of the Agreement all insurance required by the laws of the state in which the Trade Work covered by this Agreement is being performed, and in such form and amounts as described in Exhibit B which is attached hereto and incorporated into this Agreement. The Trade Contractor shall not commence the Trade Work nor receive any payment hereunder until Certificate of such insurance is furnished to the CM.
- 10.2 The CM shall have no duty to the Trade Contractor or to any of its insurers or their insurance agents to review any certificates or copies of insurance furnished to the CM or to determine whether the terms of each certificate or policy of insurance comply with the insurance-related provisions of the Agreement. A failure of the CM to detect that the Trade Contractor has not submitted certificates, or proper certificates, or is

otherwise not in compliance with the insurance-related provisions of the Agreement shall not be construed as a waiver or other impairment of any of the Owner's or CM's rights under such insurance-related provisions.

- 10.3 If the Trade Contractor fails to procure and maintain such insurance, in addition to the option of declaring the Trade Contractor in default for breach of a material provision of this Agreement, the Owner or the CM shall have the right, but not the duty, to procure and maintain the same insurance, or other insurance that provides the Owner and the CM with equivalent protection, and the Trade Contractor shall furnish all necessary information to make effective and maintain such insurance. At the option of the Owner, the cost of said insurance purchased by the Owner or the CM shall be charged against and deducted from any monies then due or to become due to the Trade Contractor or the CM shall notify the Trade Contractor of the cost thereof and the Trade Contractor shall promptly pay such cost.
- 10.4 The Trade Contractor shall identify by certificate any Residential, Mold, EIFS, Silica or other major exclusions that impact the Trade Contractor's ability to insure its risk. If the Project includes any Residential components or the proposed design includes EIFS systems, then the Trade Contractor shall obtain appropriate endorsements acceptable to the CM as a condition of this Agreement.
- 10.5 The Trade Contractor shall at its own expense provide insurance coverage for materials stored off the site after written approval of the CM at the value established in the approval, and also for portions of the Trade Work in transit until such materials are permanently incorporated into the Project. The risk of loss for material and equipment provided by this Agreement, whether in a deliverable state or otherwise, shall remain with the Trade Contractor. Any damages to the material and equipment or loss of any kind occasioned in transit shall be borne by the Trade Contractor, notwithstanding the manner in which the goods are shipped or who pays the freight or other transportation costs.

11. Indemnity

- 11.1 General Indemnity. To the fullest extent allowed by law, the Trade Contractor shall defend, indemnify and hold harmless the CM, the Owner's other Trade Contractors, the Architect/Engineer, the Owner and their agents, consultants, members and employees (the "Indemnitees") from and against all claims, damages, loses and expenses, including, but not limited to, attorneys' fees, costs and expenses for bodily injury and property damage that may arise from the performance of the Trade Work to the extent of the negligent acts or omissions by, or the fault of, the Trade Contractor, the Trade Contractor's lower tier contractors or anyone employed directly or indirectly by any of them or by anyone for whose acts or omissions any of them may be liable. The Trade Contractor agrees to purchase and maintain contractual liability insurance covering its obligations in this article. These obligations shall not be interpreted to reduce or negate any other rights or obligations of indemnity otherwise existing with regard as to any party or person described in this Article.
- 11.2 Patents. The Trade Contractor hereby agrees to defend, indemnify and hold harmless the CM and the Owner from and against any and all liability, loss or damage and to reimburse the CM and the Owner for any costs, including legal fees and expenses, which the CM and the Owner may incur because of claims or litigation on account of infringement or alleged infringement of any letters patent or patent rights by reason of the Trade Work, or materials, equipment or other items used by the Trade Contractor in its performance.
- 11.3 No Limitations. In furtherance to, but not in limitation of the indemnity provisions in this Agreement, the Trade Contractor hereby expressly and specifically agrees that its obligation to indemnify, defend and hold harmless as provided in this Agreement shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under worker's compensation laws.

12. Termination for Convenience

- 12.1 It is understood that the basic assumption underlying the mutual obligations and responsibilities entered into by the parties to this Agreement is the continued performance with respect to the CM Agreement that exists between the CM and the Owner. If, for any reason, the CM Agreement is breached, rescinded or terminated, the Owner shall have the right to immediately terminate this Agreement. In no event shall the CM or the Owner be obligated to the Trade Contractor for any anticipatory profits or any damages incurred by the Trade Contractor as a result of the termination of this Agreement, unless approved and paid by the Owner. The Trade Contractor agrees that it shall have no claim or cause of action against the CM arising from or relating to Owner's termination of this Agreement or Owner's determination of any amount it agrees to pay Trade Contractor upon termination of this Agreement.
- The Owner shall have the right at any time by written notice to the Trade Contractor, to terminate this Agreement without cause and require the Trade Contractor to cease work. In the event of such a termination for convenience, the Trade Contractor shall be entitled to payment pursuant to the terms of the Agreement for the portion of the Trade Work actually completed as of the date of termination, provided that such amount may be reduced by all amounts for which the Trade Contractor is liable or responsible. However, the Trade Contractor shall only be entitled to profit on that portion of the work actually completed and approved for payment to the date of termination together with retainages withheld from prior payments. The Trade Contractor waives any claim for loss of anticipated profits or other damages against the Owner or the CM in the event the Owner exercises this clause.

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13. Failure of Performance

- 13.1. Non-Conforming Trade Work. The Trade Contractor shall provide sufficient, safe and proper facilities at all times for inspection by the Architect, the Owner or the CM of the Trade Work in the field, at shops or at any other place where materials required hereunder are in course of preparation, manufacture, treatment or storage. The Trade Contractor shall, within twenty four (24) hours after receiving written notice from the CM to that effect, proceed to remove from the site any materials condemned by the Architect, the Owner, or the CM, whether worked or unworked, and to take down all portions of the Trade Work which the Architect, the Owner or the CM has condemned in writing, as unsound or improper, or as in any way failing to conform to the drawings, specifications and addenda and shall take full financial responsibility for all damage caused by such removal. In the event that all or any portion of the Trade Work as condemned should be of such a nature, or the time available should be so limited, that in the judgment of the Architect, the Owner or the CM it would not be expedient to order the same replaced or corrected, the Owner, at its option, may deduct from the payments due or to become due to the Trade Contractor such amount or amounts as in the opinion of the Architect, the CM or the Owner shall represent the difference between the fair and reasonable value of the Trade Work so condemned and its value had it been executed in conformity with the Trade Contract Documents.
- 13.2 Notice to Cure If the Trade Contractor is unable, refuses or fails to supply enough properly-skilled workers, proper materials, correct non-conforming Trade Work, or maintain the Schedule of Work, or fails to make prompt payment to its workers, Trade Contractors or suppliers, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a material breach of a provision of this Agreement, the Trade Contractor shall be deemed in default of this Agreement. If the Trade Contractor fails within three (3) business days after written notification to commence and continue satisfactory correction of the default with diligence and promptness, then the Owner without prejudice to any other rights or remedies, shall have the right to any or all of the following remedies:
 - 13.2.1 to supply workers, materials, equipment and facilities as the Owner deems necessary for the completion of the Trade Work or any part which the Trade Contractor has failed to complete or perform after written notification, and charge the cost, including reasonable overhead, profit, attorneys' fees, costs and expenses to the Trade Contractor;
 - 13.2.2 to contract with one or more additional contractors to perform such part of the Trade Work as the CM determines will provide the most expeditious completion of the Trade Work, and charge the cost to the Trade Contractor;
 - **13.2.3** withhold any payments due or to become due the Trade Contractor pending corrective action in amounts sufficient to cover losses and compel performance to the extent required by and to the satisfaction of the Owner and the CM.
 - 13.2.4 terminate the Trade Contractor for default by delivering written notice of such termination to the Trade Contractor.
 - 13.2.5 to charge to the Trade Contractor an Administrative Fee of 15% of all costs incurred by the Owner or the CM in exercising any of the above remedies.

In the event of an emergency affecting the safety of persons or property, the CM on behalf of the Owner may proceed as above without notice, but the Owner shall give the Trade Contractor notice promptly after the fact as a precondition of cost recovery.

- 13.3 Termination for Default. If the Trade Contractor has been terminated for default, the Owner may take possession of the plant and Trade Work, materials, tools, appliances and equipment of the Trade Contractor at the Project site, and through itself or others provide labor, equipment and materials to prosecute Trade Work on such terms and conditions as shall be deemed by the Owner as necessary, and shall deduct the cost, including without restriction all claims, charges, expenses, losses, costs, damages, and attorneys' fees, incurred as a result of the Trade Contractor's failure to perform, from any money then due or thereafter to become due to the Trade Contractor under this Agreement.
 - 13.3.1 If the Owner so terminates the employment of the Trade Contractor, the Trade Contractor shall not be entitled to any further payments under this Agreement and no sum shall be deemed due or to become due to the Trade Contractor until Trade Work has been completed and accepted by the Owner, all Agreement requirements have been fulfilled, and payment has been received by the CM from the Owner. In the event the unpaid Agreement Amount earned by Trade Contractor exceeds the cost of completion and any and all incidental costs, including administrative, legal and other professional fees, the difference shall be paid to the Trade Contractor, but if such expenses exceed the unpaid earned Agreement Amount, the Trade Contractor agrees to pay the difference to the Owner within thirty (30) days following receipt of written notice.
 - 13.3.2 If it is determined or agreed that the Owner wrongfully exercised any option under this Article, the Owner shall be liable to the Trade Contractor solely for the reasonable value of Trade Work performed by the Trade Contractor prior to such action, including reasonable overhead and profit on the Trade Work performed, less prior payments made. Under no circumstances shall the Trade Contractor be entitled to recovery of claimed lost future profits.

14. Delays

- 14.1 Should the progress of the Trade Work be delayed, obstructed or interfered with through any fault, action or failure to act by the Trade Contractor or any of its officers, agents, employees, Trade Contractors or suppliers so as to cause any additional cost, expense, liability or damage to the CM or the Owner, including legal fees or expenses incurred in defending claims arising from such delay or seeking reimbursement and indemnity from the Trade Contractor and its surety hereunder, the Trade Contractor and its surety agree to compensate and indemnify the CM and the Owner against all such costs, expenses, damages and liabilities.
- In addition, the Trade Contractor, at the CM's direction and at the Trade Contractor's own cost and expense, shall work such overtime as may be necessary to make up for all time lost in the completion of the Trade Work and in the completion of the Project due to such delay. If the Trade Contractor fails to make up for the time lost by reason of such delay, the CM has the right to use other Trade Contractors or suppliers and to take whatever other action the CM deems necessary to avoid delay in the completion of the Trade Work and the Project, the cost of which shall be borne by the Trade Contractor. In the event Trade Contractor delays timely performance of the Trade Work or to the completion of the Project, either by its acts or omissions, and such delays result in the CM being charged by the Owner with actual or liquidated damages, then the Trade Contractor shall reimburse the CM the full amount of all such damages and charges resulting from the delays caused by the Trade Contractor. The CM may offset any such damages against the remaining balance due to the Trade Contractor on the Agreement Amount, if any.
- 14.3 If the commencement and/or progress of the Trade Work is delayed without the fault or responsibility of the Trade Contractor, the time for the Trade Work shall be extended by Change Order to the extent obtained by the CM from the Owner pursuant to the CM Agreement, and the Schedule of Work shall be revised accordingly.

15. Changes

- 15.1 Trade Work Changes. The Owner and the Trade Contractor agree the Owner may make changes to the Trade Work, including but not limited to; additions, deletions or revisions. Any changes made to the Trade Work involved, or any other parts of this Agreement, shall be by a written Change Order. To the extent that any such change impacts Trade Contractor's cost of or time for performance, the Agreement Amount and Agreement Schedule shall be equitably adjusted to compensate for such impact. Changes shall be initiated by one of the three methods outlined below, or as provided in the CM Agreement and shall be incorporated into the Agreement by a Change Order.
- **15.1.1.** Request for Change Proposal. A Request for Change Proposal ("RFCP") is a written request that informs Trade Contractor about a potential change in the Trade Work and requests a proposal for the potential change. Trade Contractor shall promptly reply with such request. Trade Contractor shall not implement the change or incur any costs until a Change Order is fully executed.
- **15.1.2. Construction Change Directive.** A Construction Change Directive ("CCD") is a written directive that instructs Trade Contractor to take some immediate action in connection with the Trade Work. CCDs are issued when there is not time to issue a RFCP or Change Order. Trade Contractor shall immediately proceed so as not to delay the progress of the Work and in accordance with the terms of the CCD. Any impact of a CCD on the Contract Price or Schedule shall be adjusted by a Change Order.
- 15.1.3. Change Order Requests. Within seven (7) calendar days after the occurrence of any event or observance of any condition that Trade Contractor believes entitles Trade Contractor to an adjustment in Agreement Amount and/or Agreement Schedule, Trade Contractor shall prepare and submit a Change Order Request ("COR") to CM. The COR shall include a detailed factual narrative, a detailed analysis showing entitlement and a detailed analysis of the proposed change to the Agreement Amount and/or Agreement Schedule.
- 15.2 Change Orders. A Change Order ("CO") is a written instrument prepared by the CM or Owner and signed by the Trade Contractor stating their agreement with the change in the Trade Work and any adjustment to the Agreement Amount and/or Agreement Work Schedule. All changes and/or additions in the Trade Work ordered in writing by the Owner or CM shall be deemed a part of the Trade Work and shall be performed and furnished in strict accordance with all terms and conditions of this Agreement and the Trade Contract Documents, including the current Schedule of Work.

Change Orders will be used to implement approved Requests for Change Proposals, Construction Change Directives and Change Order Requests. Upon receipt of a properly documented COR or CCD, the parties shall negotiate in good faith to determine if the Trade Contractor is entitled to a Change Order and, if so, the appropriate equitable adjustment. Any adjustment to the Agreement Amount shall be established by one of the following methods:

- a. mutual acceptance of an itemized lump sum, or
- b. unit prices as indicated in the Trade Contract Documents or as subsequently agreed to by the parties; or
- costs determined in a manner acceptable to the parties and a mutually acceptable fixed or percentage fee; or
- another method provided in the Trade Contract Documents.

If the Parties are unable to agree on the dispositions of a COR or CCD, CM or Owner will either (i) issue a Notice denying Trade Contractor's request or (ii) issue a unilateral Change Order setting forth the final determination regarding the adjustments. Any cost and schedule adjustments shall be a full accord and satisfaction for all cumulative impacts of the underlying change.

- 15.3 The Trade Contractor shall not be entitled to receive additional compensation for extra work or materials or changes of any kind except to the extent the same was ordered by the CM. The Trade Contractor shall be responsible for any costs incurred by the Owner or the CM for changes of any kind made by the Trade Contractor that increase the cost of the Work for either the Owner, the CM or other Trade Contractors when the Trade Contractor proceeds with such changes without a Change Order or Construction Change Directive.
- 15.4 Determination by Owner, CM or Architect/Engineer. Notwithstanding any other provision, if the Trade Work for which the Trade Contractor claims additional compensation is determined by the Owner, the CM or Architect/Engineer not to entitle the Trade Contractor to a Change Order, additional compensation or a time extension, the Owner and the CM shall not be liable to the Trade Contractor for any additional compensation or time extension for such Trade Work, unless the Owner agrees in writing to pay such additional compensation or to grant such extension.

16. Claims

- A Claim is a written demand by Trade Contractor seeking an adjustment in the Agreement Amount and/or Agreement Schedule or some other relief under the terms of the Agreement for events other than a RFCP that has been denied in writing. Trade Contractor shall provide Notice to the Owner and the CM of any potential Claim within seven (7) calendar days after the event giving rise to the Claim. Within fifteen (15) calendar days thereafter, Trade Contractor shall submit a detailed factual narrative, a detailed analysis showing entitlement and a detailed analysis of the alleged change to the Agreement Amount and/or Agreement Schedule. Claims not timely made, in writing, by the Trade Contractor shall be deemed to have been abandoned and waived. The acceptance and consideration of any claim out of time by the Owner shall not create any precedent nor "course of dealing' between the Owner and the Trade Contractor, nor shall it waive the Owner's right to insist on strict adherence by the Trade Contractor to the contract claims procedures. If Owner denies Trade Contractor's Claim, Trade Contractor may pursue the matter under Article 21 Dispute Resolution.
- 16.2 The Trade Contractor shall not delay or suspend the Trade Work because of the pendency of or the denial by the Owner of any such claim or because of the continuance of the condition out of which the claim arose, but shall proceed diligently in performing the Trade Work while the claim is being resolved by agreement or being fully adjudicated.
- 16.3 In the event the Trade Contractor asserts that it should receive additional compensation because of an act or omission on the Owner's part, or someone for whom the Owner is responsible, the Trade Contractor shall promptly submit the claim to the Owner and the CM in writing within the time required in Section 16.1. Failure of the Trade Contractor to submit such claims in a timely and proper manner shall result in a waiver of such claim.
- 16.4 The Trade Contractor shall fully cooperate with the CM in the submission of such claims described in Section 16.3, shall prepare all supporting data and do everything else necessary to properly present the claims, including payment of legal fees incurred by the CM to prepare, submit and negotiate or otherwise resolve such claim. Should the Owner allow and pay additional compensation to the CM on account of such claim asserted by the Trade Contractor, the CM will pay the same to the Trade Contractor.
- 16.5 It shall be an express condition precedent to any obligation on the part of the CM to make payment of any cost, reimbursement, compensation or damages to the Trade Contractor hereunder that the CM shall first be determined to be entitled to such compensation on behalf of the Trade Contractor and then receive such payment from Owner, and Trade Contractor expressly acknowledges that the CM is not obligated or required to pursue the Trade Contractor's claim against the Owner if the CM, in its sole discretion, after review of the Trade Contractor's claim, has deemed the claim to lack merit in whole or in part.

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If at any time a controversy should arise between the CM and the Trade Contractor with respect to any matter in this Agreement which the CM determines is not a claim, dispute or controversy which should involve or be asserted against the Owner, the decision of the CM relating to the subject of the controversy shall be followed by the Trade Contractor.

17. **Taxes**

The Agreement Amount includes all sales, excise, transportation, unemployment compensation, social security, and any other taxes presently existing or subsequently imposed and levied and the Trade Contractor agrees to pay all of the above and to conform to all applicable municipal, state and federal laws in connection with such taxes. The Trade Contractor further agrees to withhold taxes from the wages and salaries of all employees of the Trade Contractor and pay the same in accordance with the federal and state laws and regulations pertaining thereto. The Agreement Amount includes federal, state and municipal taxes now levied or in force or hereafter imposed on any and all tangible personal property sold or transferred to the Owner under this Agreement and the Trade Contractor agrees to pay such tax or taxes on such property, the cost of which is included in the Agreement Amount.

18. Liens

- The Trade Contractor shall promptly pay when due all its project creditors, together with the project creditors of all those below it in 18.1 the contractual chain.
- If the Project involves private work, the Trade Contractor shall keep the property and improvements free and clear of all mechanic, materialmen and similar lien claims or statements. In the event any such lien is filed, asserted or claimed, the Trade Contractor shall immediately secure its release either by paying the lien claimant, by filing a lien release bond, or by any other means permitted by law. If not so released, the Owner may retain an amount equal to 150% of the lien or claim and may pay the claimant and offset that amount, plus any legal fees from the amount so retained. If the Project involves public work, the Trade Contractor shall promptly pay and secure releases from all of its project creditors, including all those below it in the contractual chain, who are entitled to assert claims against the Owner, the CM or its surety.
- If any claim or lien is made or filed with or against the CM, the Owner, the Project, 218 W 6th St, Tulsa, Ok 74119 or the Project funds by any person claiming that the Trade Contractor or any Trade Contractor or other person under contract to the Trade Contractor, or any person or entity employed or engaged by the Trade Contractor at any tier, has failed to make payment for any labor, services, materials, equipment, taxes or other obligations furnished or incurred in connection with the Trade Work, or if the Trade Contractor or any Trade Contractor or other person under contract to the Trade Contractor, or any person or entity employed or engaged by the Trade Contractor at any tier causes damage to the Trade Work or any other work on the project, or if the Trade Contractor fails to perform or is otherwise in default of any term or provision of this Agreement, the Owner shall have the right to retain from any payment then due or thereafter due an amount which the Owner deems sufficient to (1) satisfy, discharge and/or defend against any such claim or lien, (2) make good any such nonpayment, failure, damage or default, and (3) defend, indemnify and hold harmless the CM and the Owner against any and all losses, damages and costs, including legal fees and expenses, incurred by either or both of them. The Owner shall require proof that any such nonpayment, claim or lien is fully satisfied, dismissed and discharged before any remaining retained funds will be released. The Owner shall, in addition, have the right to apply and charge against the Trade Contractor so much of the amount retained as may be required for the foregoing purposes and the Trade Contractor shall pay and reimburse the CM and the Owner all such losses, damages, and costs incurred by them which exceed the retained funds.

19. Assignment

To the fullest extent permitted by law, the Trade Contractor agrees that it shall not assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Agreement including, but not limited to, any right to receive payments hereunder, without the prior written consent of the Owner in its sole discretion and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event the Trade Contractor assigns, sells, encumbers or otherwise transfers its right to any funds due or to become due under this Agreement as security for any loan, financing or other indebtedness ("Assignment"), notification to the Owner and the CM of such Assignment must be sent by certified mail, return receipt requested, to the Owner and the CM and the Assignment shall not be effective as against the Owner until the Owner provides its written consent to such Assignment. The Trade Contractor agrees that any such Assignment shall not relieve the Trade Contractor of any of its agreements, duties, responsibilities or obligations under this Agreement and the Trade Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between the Owner or the CM and such assignee or transferee.

20. Guarantee/Warranty

For a period of one year from the date of the Owner's final acceptance of the Trade Work, the Trade Contractor guarantees and warrants that the Trade Work complies with the Trade Contract Documents requirements and is free from defects in material and workmanship. This guarantee/warranty shall include, but is not limited to, the cost of all labor, material and related items necessary to correct any such defect, plus the cost of repairing any damage to other items which may have been caused by the defective material or workmanship. If the Trade Contractor fails to begin warranty work within forty-eight (48) hours of being notified that such work is necessary, the Owner may, at its option, perform the necessary remedial work or secure its performance by others and charge the Trade Contractor with the cost thereof, plus a 15% Administrative Fee. Nothing in this paragraph shall shorten the statute of limitations on any action by the Owner for breach of contract, negligence or other cause of action against the Trade Contractor.

21. Dispute Resolution

- **21.1 Scope of Disputes Provisions.** All Claims, disputes or other matters in question between the parties to this Agreement which arise out of or relate to this Agreement (or the breach thereof), whether in contract or tort, (hereinafter "Dispute") shall be subject to the dispute resolutions set forth below.
- 21.2 Initial Dispute Resolution/Mediation. A Dispute which either party desires to pursue shall be set forth in a detailed written statement of claim submitted to the other party providing the specific basis upon which monetary or other relief is claimed to be due, the specific contractual provision(s) supporting the claim and an itemization of the amount claimed to be due. Following submission of the detailed statement of claim, Owner and Trade Contractor shall endeavor to settle the Dispute first through face to face direct discussions between corporate officers of the Owner and Trade Contractor which discussions shall be held at the Owner's office location involved with the Project within thirty (30) calendar days of a request by either party. If the Dispute cannot be resolved through direct discussions, the parties shall participate in mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent and before recourse to any other form of binding dispute resolution. The location of the mediation shall be the same city as the location of the Project, unless the parties agree on another location. Upon written notice requesting mediation provided to the other party and the American Arbitration Association, the parties agree to proceed with the mediation as scheduled by the mediator. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be personally delivered to the other party and the mediator.
- 21.3 Binding Dispute Resolution. In the event Owner and Trade Contractor cannot resolve the Dispute through direct discussions or mediation as contemplated above, then the Dispute shall, at the sole discretion of Owner, be decided either by submission to (a) arbitration administered by the American Arbitration Association or other arbitration tribunal mutually agreed upon by the parties; or (b) litigation subject to the exclusive jurisdiction and venue of the location of the Project.

21.4 Arbitration Election

- 21.4.1 In the event Owner exercises its exclusive right to resolve the Dispute in arbitration, such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or the applicable rules of such other arbitration tribunal as the parties may mutually determine in effect at the time the arbitration is commenced as modified by the terms hereof. Any arbitration hereunder shall be held at the location of the Project.
- 21.4.2 Should Owner exercise its exclusive right to resolve the Dispute by arbitration, then within fourteen (14) days after Owner gives Trade Contractor notice of Owner's election of arbitration, the parties shall use good faith efforts to select a single arbitrator mutually acceptable to both parties. If the parties are unable to select an arbitrator, then the parties will select the arbitrator(s) from a panel of experienced construction arbitrators on the American Arbitration Association's large complex case panel or a comparable panel of experienced construction arbitrators maintained by such other arbitration tribunal mutually selected by the parties then in effect. In the event the amount in Dispute exceeds \$1,000,000.00, Owner and Trade Contractor agree the arbitration shall be heard by a panel of three (3) arbitrators; otherwise, the Dispute shall be heard by a single arbitrator.
- 21.4.3 The parties will enter into an Electronically Stored Information Agreement outlining the scope and volume for ESI discovery, which shall take into account the amount and complexity of the Dispute.
- 21.4.4 The arbitration award shall be final and binding upon the parties, shall include attorneys' fees and costs to the prevailing party or parties, and may be entered as a judgment in any court having proper jurisdiction. In any arbitration the Arbitrator(s) shall have no power to render an award which has the effect of altering or amending or changing in any way any provisions of this Agreement.
- 21.4.5 The parties stipulate and agree that the performance of this Agreement is a transaction involving interstate commerce. Notwithstanding other provisions in the Agreement, or choice of law provisions to the contrary, this agreement to arbitrate shall be enforced pursuant to, and governed by, the Federal Arbitration Act, 9 U. S. C. §1 et seq., which shall not be superseded or supplemented by any other arbitration act, statute or regulation.

- **21.4.6** At the sole discretion of Owner, any arbitration with Trade Contractor shall be consolidated with any other arbitration proceeding relating to the work under the CM Agreement.
- 21.5 Litigation Election. In the event Owner elects not to exercise its exclusive right to resolve the Dispute by arbitration, or in the event the Dispute between Owner and Trade Contractor, or any portion thereof, is found to be non-arbitrable, then the parties hereby agree that the Dispute or a portion thereof (as the case may be) shall be subject to exclusive jurisdiction and venue at the location of the Project. In any such Dispute or portion thereof which is resolved by litigation, Trade Contractor expressly waives any right to trial by jury.
- 21.6 Multiparty Proceeding. To the extent permitted by Trade Contract Documents, all parties necessary to resolve a claim shall be parties to the same dispute resolution proceeding. To the extent Disputes between the Owner and the Trade Contractor involve in whole or in part disputes between the CM and the Owner, Disputes between the Trade Contractor and the Owner shall be decided by the same tribunal and in the same forum as disputes between the CM and the Owner.
- 21.7 Stay of Proceedings. (a) In the event the provisions for resolution of disputes between the CM and the Owner contained in the Trade Contract Documents do not permit consolidation or joinder with disputes of third parties, such as the Trade Contractor, resolution of any Dispute between Owner and Trade Contractor involving in whole or in part disputes between CM and Owner shall be stayed pending conclusion of any dispute resolution proceeding between CM and Owner. (b) In the event that any action is filed prior to exhaustion of remedies under the Agreement; such action shall be stayed pending conclusion of any dispute resolution proceedings.
- **21.8 Work Continuation and Payment.** Unless otherwise agreed in writing, Trade Contractor shall continue the Trade Work and maintain the Schedule of Work during any dispute resolution proceedings. As Trade Contractor continues to perform, Owner shall continue to make payments in accordance with this Agreement.
- 21.9 Cost of Dispute Resolution; Attorneys' Fees. The cost of any mediation proceeding shall be shared equally by the parties participating.
 - 21.9.1 The prevailing party in any Dispute arising out of or relating to this Agreement or its breach that is resolved by a dispute resolution procedure designated in the Trade Contract Documents shall be entitled to recover from the other party any remedies available under Oklahoma law after direct discussions and mediation.
 - 21.9.2 In the event the Trade Contractor is awarded an amount equal to or less than the last written offer of settlement from Owner, prior to the commencement of binding dispute resolution, Owner shall be deemed prevailing party and be entitled to recover those reasonable attorneys' fees, costs and expenses (including expert fees and expenses) incurred by the Owner.

22. Miscellaneous

- 22.1 No one, other than the parties hereto, their successors, trustees and assigns, shall be entitled to bring action on this Agreement or the Performance Bond provided by the Trade Contractor, it being the express intent of the parties that this Agreement shall not be for the benefit of any third party.
- 22.2 Any term or provision of this Agreement which is held to be invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.
- 22.3 This Agreement, together with the documents referred to or incorporated herein by reference, constitute the complete agreement between the parties. No agent or employee of either party possesses the authority to make, and the parties shall not be bound by nor liable for, any statement, representation, promise or agreement not set forth herein. Any article, section, paragraph or other headings contained in this Agreement are for reference purposes and shall not affect in any way the meaning or interpretation of this Agreement.
- 22.4 The terms and provisions shall extend to and be binding upon the successors, trustees and assigns of the parties hereto, and shall be governed and controlled, except as expressly provided herein or as required by the Trade Contract Documents, by the laws of the State of the Oklahoma.
- 22.5 The Trade Contractor agrees to comply with the provisions and any applicable local, state or federal ordinance, regulation, status, or other mandate regarding affirmative action and/or minority/women's business enterprise participation.
- 22.6 This Agreement has not been altered in any manner from its original form as sent to the Trade Contractor except for required signatures and dates, or as clearly marked and initialed by this Trade Contractor. Any changes to this Agreement not initialed by the Owner will not be binding.

23. **Schedule of Exhibits to the Agreement**

The following Exhibits are attached to and are a part of this Agreement.

Exhibit A: The Trade Contractor's Scope of Work, including alternative or unit prices

Exhibit B: Insurance Requirements

Exhibit C: Flintco Policies/Procedures Acknowledgement of Obtaining Form

Exhibit D: List of Drawings, Specifications and Addenda

Exhibit E: Schedule of Work
Exhibit F: Certification of Non-Segregated Facilities
Exhibit G: Payment and Performance Bond Forms
Exhibit H: Tax Exemption Certificate

This Agreement is entered into as of the date entered in Article 1.

Organized i	No. 18004207 EXP. 5004207 EXP. 50042023 IN AND FOR type of organization: () Corporation () Manual Manual Control () Corporation () Corpor	
With its pri	ncipal place of business at Broken Arrow	
ATTEST:	·	BY:PRINT NAME:
		PRINT TITLE:
		County Clerk
ATTEST:	:	ВУ:
		PRINT NAME: Michael Willis
ATTEST:	5-29-9	Approved as to form: BY: Nolan Filds PRINT NAME: Nolan Fields PRINT TITLE: Assistant District Attorney

BID PACKAGE 8D:

INSTALLATION PACKAGE

Specification Section	Description
DIVISION 0	Procurement and Contracting Requirements
DIVISION 1	General Requirements
080671	Door Hardware Schedule, installation
081113	Hollow Metal Doors and Frames, door installation
081416	Flush Wood Doors, door installation
087100	Door Hardware, Installation
102800	Toilet and Bath Accessories, installation
104400	Fire Protection Specialties, installation

(In addition to the Specification Sections listed, Bidders will include work from referenced specifications and other work normally associated with this trade whether referenced or not.)

Definition of Terms

Contractor = Bidder
Construction Manager = Flintco, LLC
Owner =Tulsa County
Architect = GH2 Architects

The scope of work of this bid package shall also include the following items, but without limiting the scope of work as provided above:

- Contractor shall provide all labor, on-site supervision, services, material, fasteners, equipment, tools and supplies necessary
 for, or incidental to, the complete installation of all the doors, door hardware, toilet and bath accessories and fire protection
 specialties. Exclude storefronts and doors provided by Glazing contractor.
- 2.) Install hollow metal and wood doors as shown on the Contract Documents. Frames installed by others
- Install all glazing wood stops on wood doors. Fill all nail holes. Coordinate installation with the glazing contractor and use
 precut stops provided by Wood door supplier. Contractor to use color matched filler, provided by wood door supplier, to fill
 all nail holes.
- 4.) Install finish hardware for hollow metal and wood doors, including electric strikes and mag locks, as shown on the Contract Documents. **Exclude** installation of finish hardware for aluminum doors as specified in the door hardware schedule.
- 5.) Contractor shall include all bondo and patching of post installed anchors at post installed anchors.
- 6.) Include the installation and connections of the powered door hardware (automatic door operators) as indicated on the Contract Documents. Include the installation of the power supplies and wiring from the power supply to the connections for the hardware. Line voltage power to the power supplies by the Electrical Contractor. Exclude operators for Aluminum door systems.
- 7.) This Contractor shall be responsible for receiving, unloading, inventorying, storing and inspecting for shipping damage all materials related to the work in this package. All shortages MUST be documented in writing within 24 hours of delivery. Deliver inventory list to Construction Manager.
- 8.) Any materials lost or damaged during the installation process shall be repaired or replaced by this Contractor at no cost to the Owner, unless shortages are documented.
- This Contractor shall make final adjustments and alignments of all items as may be required to satisfy the Construction Manager and the Owner prior to final acceptance and project closeout.
- 10.) This Contractor shall coordinate delivery and installation dates with Construction Manager.
- 11.) This Contractor shall be responsible for moving all materials included in this bid package from a staging area to each respective opening for installation. Any materials damaged due to this relocation and installation process shall be repaired and replaced by this Contractor.
- 12.) Contractor shall be responsible for verifying in-place construction and primary supports. Report, in writing to Construction Manager and Architect any conditions detrimental to proper and timely completion of work in accordance with the contract documents.

TRADE CONTRACTOR - SCOPE OF WORK

Exhibit A Page 2 of 2

- 13.) Contractor shall install all toilet accessories shown on the Contract Documents as Owner or contractor provided and installed including, but not limited to, framed and unframed manufactured mirrors, grab bars, soap dispensers, towel dispensers, toilet paper holders, sanitary napkin dispensers, sanitary napkin disposals, seat cover dispensers, coat/robe hooks, shower seats, shower shelves, shower curtains, shower curtain rods, soap dish, towel shelves, utility shelves, blanket storage racks, baby changing stations, mop and broom holder, hand dryers, custodial accessories, underlavatory guards, etc.. Exclude benches provided by millwork contractor detail D/A422.
- 14.) Contractor to install all Fire Extinguisher cabinets and Extinguishers per the contract documents.
- 15.) Install TV brackets and TV's as required by contract documents. TV and Bracket by others. Backing to be coordinated and installed by drywall contractor.

The Liquidated Damages for this Package are \$0 per day

TRADE CONTRACTOR INSURANCE REQUIREMENTS

The contractor (and any Sub-contractors) shall carry and keep in force during this Contract, policies of insurance in minimum amounts as set forth below, or as required by the laws of the State of Oklahoma:

- General Liability Insurance providing for a combined amount of not less than \$200,000 for all damages arising out of bodily injury, death and property damage for each occurrence with an aggregate limit of \$300,000, and an excess umbrella liability coverage of \$2,000,000;
- Workers Compensation Insurance and Employee Liability Insurance as required by Workers Compensation laws of the State of Oklahoma;
- 3. Comprehensive Automobile Insurance; and
- 4. Errors and Omissions Coverage (only applicable to Architect or Engineering Services).

Note: Builders Risk Insurance will be the responsibility of the Construction Manager and therefore should not be included.

IMPORTANT:

The Contractor shall name the Board of County Commissioners of Tulsa County, Oklahoma as an additional insured;

The Contractor shall furnish Certificates of Insurance which shall provide that said insurance will not be cancelled by the Insurer without Insurer providing thirty (30) days written notice to the Board of County Commissioners of Tulsa County;

The Insurance specified shall be acquired from an Insurance Company properly licensed by the State of Oklahoma to provide such coverage in the State of Oklahoma.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/23/2019

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).

this certifi	cate does not confer rights to the ce	rtificate	holder in lieu o	f such endorsem	ent(s).		
PRODUCER	CANAMED DUBLIDO & ACCOCIATES INC		, INC	CONTACT Makenzie King			
SAWYER-PHILLIPS & ASSOCIATES 6666 S SHERIDAN STE. 220 TULSA	, 11VC	PHONE (918)794-4000 FAX (A/C, No.):(91		FAX (A/C, No): (918)	622-4477		
		OK	K 74133-	E-MAIL ADDRESS: makenzie@sawyerphillips.com			
					INSURER(S) AFFORDING		NAIC#
				INSURER A . Co	ompSource Mutual Insura	nce Co.	36188
INSURED			INSURER B : Grain Dealers Mutual Insurance Co.			22098	
	S&A Installation LLC 12821 S 128th E Ave			INSURER C:			
				INSURER D :		77A W	
	Broken Arrow	OK	74011-	INSURER E :			
				INSURER F :			
COVERAGE	S CERTIFICA	TE NUM	/BER:		REVI	SION NUMBER:	
THIS IS TO	CERTIFY THAT THE POLICIES OF INSUR	ANCE L	ISTED BELOW HA	VE BEEN ISSUED	TO THE INSURED NAMED	ABOVE FOR THE POLICY	PERIOD
INDICATED	. NOTWITHSTANDING ANY REQUIREME	NT TER	M OR CONDITION	JOE ANY CONTRA	CT OR OTHER DOCUMENT	WITH RESPECT TO MAIN	YH THIC

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. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITS В X COMMERCIAL GENERAL LIABILITY X MPT6267R 1,000,000 10/14/2018 10/14/2019 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR 500,000 10,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 \$

GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE POLICY X PRO-2,000,000 PRODUCTS - COMPIOP AGG | S OTHER: 8 COMBINED SINGLE LIMIT (Fa accident) **AUTOMOBILE LIABILITY** X B1T6267R 1,000,000 04/03/2019 04/03/2020 S ANY AUTO **BODILY INJURY (Per person)** S OWNED X SCHEDULED BODILY INJURY (Per accident) AUTOS ONLY HIRED AUTOS ONLY AUTOS NON-OWNED AUTOS ONLY S X PROPERTY DAMAGE (Per accident) S R UMBRELLA LIAB X CUT6267R 10/14/2018 10/14/2019 1.000.000 OCCUR EACH OCCURRENCE \$ X EXCESS LIAB 1,000,000 CLAIMS-MADE **AGGREGATE** S DED X RETENTIONS 10,000 WORKERS COMPENSATION OTH-X 03010118 19 1 01/01/2019 01/01/2020 X PER STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 1,000,000 E.L. EACH ACCIDENT \$ NIA 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: Tulsa County Administration Building Renovations

Project Number and Location: HeadQ, 218 W. 6th St. Tulsa, OK 74119

Architect: GH2 Architects, 320 S. Boston Ave. Tulsa, OK 74103

Owner: Tulsa County Board of County Commissioners, Tulsa County Administration Building, 500 South Denver Ave, Tuls, a OK 74103

Flintco, Board of County Commissioners of Tulsa County, Tulsa County Administration Building, GH2 Architects, Architects consultants as well as any other parties listed, its parent, owners subsidiaries and affiliate companies, their agents, employees, directors, servants and insurers are Additional Insured with respect to General Liability as it applies to ongoing and completed operations. A Waiver of Subrogation applies in favor of Flintco and Owner with respect to General Liability, Auto Liability, and Workers Compensation. General Liability and Auto Liability are primary and non-contributory and a 30 Day Notice of Cancellation applies in favor of Certificate Holder. Umbrella follows form.

CERTIFICATE HOLDER		CANCELLATION	Al 024312
Flintco, LLC 1624 West 21st Street	4		BBED POLICIES BE CANCELLED BEFORE DF, NOTICE WILL BE DELIVERED IN OVISIONS.
Tulsa ,	OK 74107-2708	AUTHORIZED REPRESENTATIVE	well Drundwich

Fax:() -

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FLINTCO POLICIES/PROCEDURES ACKNOWLEDGEMENT OF OBTAINING FORM

The following Policies and Procedures are part of the Agreement by reference. (Obtain documents at www.flintco.com, Select Subcontractors tab and then click on Forms.)

- Substance Free Workplace: I acknowledge that I have obtained a copy of the Flintco, LLC policy statement regarding Substance Free Workplace and have read and understand my obligations under this policy.
- Firearm, Weapons-Free Workplace Policy: I acknowledge that I have obtained a copy the Flintco, LLC policy statement regarding Firearm, Weapons-Free Workplace and have read and understand my obligations under this policy.
- Smoke-Free Workplace: I acknowledge that I have obtained a copy of the Flintco, LLC policy statement regarding a Smoke-Free Workplace and have read and understand my obligations under this policy.
- Safety Manual: I acknowledge that I have obtained a copy of the Flintco, LLC Safety Manual and have read and understand my obligations
 regarding Job Site safety.
- Certification of Nonsegregated Facilities: I acknowledge that I have obtained a copy of the Flintco, LLC policy statement regarding a
 Nonsegregated Facility and have read and understand my obligations under this policy.

Trade Contractor acknowledges obtaining a copy of and agrees to comply with CM policies and procedures related to Trade Contractor performance on the jobsite.

S&A Installation, LLC.
Trade Contractor Name

Signature of Trade Contractor Representative

05/22/2019

Date

Return this signed form with your executed Trade.

DRAWINGS, SPECIFICATIONS & ADDENDA

Specifications: Tulsa County Administration Building

20180005 Project Manual Volume 1 & 2 03/25/2019

Addenda: Addendum #1A Dated 04/08/2019

Addendum #2A Dated 04/29/2019

CM Clarification #1 Dated 04/08/2019 CM Clarification #2 Dated 04/29/2019

Drawings: As listed in Sheet Index on Sheet CS1 Cover Sheet

Tulsa County Administration Building

GH2 Architects Project #20180005

03/25/2019 Conformed Set

SCHEDULE OF WORK

THE CONSTRUCTION SCHEDULE WILL BE MAINTAINED AT THE PROJECT SITE AND WILL BE UPDATED AS WORK PROGRESSES. TRADE CONTRACTOR WILL GIVE INPUT REGARDING THE SCHEDULE AT REGULARLY SCHEDULED PROGRESS MEETINGS. TRADE CONTRACTOR SHALL FOLLOW THE MOST CURRENT VERSION OF THE SCHEDULE MAINTAINED BY CM AND PERFORM THE SUBCONTRACT WORK ACCORDING TO THAT SCHEDULE.

CERTIFICATION OF NON-SEGREGATED FACILITIES

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certified that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors or specific time period) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirements for Certifications of Nonsegregated Facilities.

Notification of Nonsegregated Facilities, as required by the May 9, 1967, order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967), must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

Firm Company Name S&A Installation, LLC
Signature of Authorized Representative
Name of Authorized Representative (Print or Type)
Aaron Fischer
Title of Authorized Representative
Owner

Return this signed form with your executed subcontract.

Tulsa County "HQ" Administration Building Renovations



Tulsa County Purchasing Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. This document may not be altered or modified.

CONTRACTOR (Name and Address):

S & A Installation, LLC 12821 S. 128th E. Ave Broken Arrow, OK 74011

OWNER: Tulsa County Board of County Commissioners
Tulsa County Administration Building
500 South Denver Avenue
Tulsa, Oklahoma 74103

SURETY (Name and Principal Place of Business):

RLI Insurance Company 9025 N. Lindbergh Dr. Peoria, IL 61615

CONSTRUCTION CONTRACT	
Date:5/13/2019	
Amount: \$ 59,374.00	
Description (Name and Location):	
Renovation to Tulsa Count	ty Courthouse
BOND: LSM1034726	
Date (Not earlier than Construction Contract Date): 5/16/2019	
Amount: \$ 59,374.00	
CONTRACTOR (Representative):	SURETY (Representative):
Signature: Shark Walley, Owner Name and Title: Shark Walley, Owner	Signature: Linda Lind, Attorney In Fact
Name and Time: State A. Martine 1. Opening.	traine and the.
(FOR INFORMATION ONLY-Name, Address and Telephone)	
AGENT or BROKER:	OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

6666 S Sheridan, Ste 220 Tulsa, OK 74133

Sawyer-Phillips & Associates, Inc.

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference,
- 2 With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
- 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
- 4 The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the Contractor:
 - **4.2.1.** Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - **4.2.2.** Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - 4.2.3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address listed on Page 1) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

- 5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
- 6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - **6.1** Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
- 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 9 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations,
- 10 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 11 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- 12 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deem incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 13 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

14 DEFINITIONS

- 14.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- 14.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 14.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract.

Tulsa County "HQ" Administration Building Renovations



Tulsa County Purchasing

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be	considered plural where applicable. This document may not be altered or modified
CONTRACTOR (Name and Address):	SURETY (Name and Principal Place of Business):
S & A Installation, LLC 12821 S. 128th E. Ave Broken Arrow, OK 74011	RLI Insurance Company 9025 N. Lindbergh Dr. Peoria, IL 61615
OWNER: Tulsa County Board of County Commissioners Tulsa County Administration Building 500 South Denver Avenue Tulsa, Oklahoma 74103	
CONSTRUCTION CONTRACT	
Date: _5/13/2019	
Amount: \$ 59.374.00	
Description (Name and Location):	
Renovation to Tulsa County Courthou BOND: LSM1034726	se
Date (Not earlier than Construction Contract Date): 5/16/2019 Amount: \$ 59,374.00	
CONTRACTOR (Representative):	SURETY (Representative):
Signature: Shule Wally	Signature: Lunda Lind
Name and Title: Sheila Malley, Dwner	Name and Title: Linda Lind, Attorney In Fact
(FOR INFORMATION ONLY-Name, Address and Telephone)	
AGENT or BROKER: Sawver-Phillips & Associates, Inc.	OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

6666 S Sheridan, Ste 220 Tulsa, OK 74133

- 1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and a s s i g n s t o t h e Owner f o r the performance o f the Construction Contract, which is incorporated herein by reference.
- 2. If the Contract or performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
- 3. The Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address on Page 1 that the Owner is considering declaring a Contractor Default as described in Paragraph 10 and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than ten (10) days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if an y, subsequently to declare a Contractor's Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than seven (7) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1: and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
- 4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions.
 - 4.1 Arrange for a Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain proposals or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract P rice incurred by the Owner resulting from the Contractor's default; or
- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with DCAM/CAP FORM A312A (08/2012)

reasonable promptness under the circumstances:

- **4.1.1.** After investigation, determine the amount for which it may be liable to the Owner, and as soon as practicable after the amount is determined, tender payment therefor to the Owner, or
- **4.1.2.** Deny liability in whole or in part and notify the Owner citing reasons therefor.
- 5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fourteen (14) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in p art, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- 6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4: and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or no n-performance of the Contractor.
- 7. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to r elated subcontracts, purchase orders and other obligations.
- 8. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
- 9. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provisions in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

10. DEFINITIONS

10.1Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in Settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

10.2Construction Contract: The agreement between the Owner and the Contractor identified on the sig nature page, including all Co ntract Documents and ch anges thereto.

10.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

10.4Owner Default: Failure of the O wner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract.



Tulsa County Purchasing
Statutory Defect Bond
61 O.S. 1991, Section 113 (B)(3)

LSM1034726

KNOW	ALL MEN BY THESE PRESENTS,				
That	S & A Installation, LLC	, as Principal and	RL1 Insuranc	e Company	
a corpo	ration organized under the laws of the State	of Illinois		and autho	rized to transact business
in the S	ate of Oklahoma, as Surety, are held and f	irmly bound unto the	Board of County Cor	nmissioners o	f Tulsa County, Oklahoma,
in the p	enal sum of	Three Hundred Sever	ty Four		Dollars (\$_59,374.00
in louds	Fifty Nine Thousand T money of the United States of America, sa				
	t of which, well and truly to be made, we bit				
	ors, and assigns, jointly and severally, firm				
	The condition of this obligation is such that	t:			-
dated _	WHEREAS, said Principal entered into a v 5/13/2019 , for Re	vritten contract with tenovation to Tulsa Co	ne Board of County County County Courthouse	Commissioners	s of Tulsa County,
		all in o	compliance with the p		ifications therefore, made
a part o	said contract and on file in the Tulsa Coun	ty Clerk's Office, 500	South Denver Avenu	ue, Tulsa, Okla	ahoma 74103.
occurrin	NOW, THEREFORE, if said Principal shal age, loss, and expense which may result by g within a period of one (1) year from and a county; then this obligation shall be null and	reason of defective of the first the acceptance of	materials and/or work of said project by the	kmanship in co Board of Cour	onnection with said work, nty Commissioners of
Tuise C	donty, their the obligation shall be than and	1012, 01110111100 10 10			
from the	It is expressly agreed and understood by to plan or mode of procedure herein fixed ships.				
	IN WITNESS WHEREOF, the said Princip unto affixed by its duly authorized officers, a se seal to be hereunto affixed by its attorney	and the said Surety h	as caused these pres	sents to be ex	ecuted in its name and its
DATED	this 16th day of May	,20 19 PRINCI	PAL:		
שאובט	uns 10m day of Way	By: Sha	Mallay d Representative Printed I	Vame)	
		S1.			
		ZAuthoriza	ed Representative Signature	rel	
		Own	4	-/	
	(Principal Corporate Seal)		d Representative Printed 1	Title)	
ATTES	L. O. to	SURET	Y: Lin	dos o	Lied
	CONTRACTOR OF THE PARTY OF THE	Atternay	in-Fact Signature)	00	
		CARTER S	Linda Lind		
	STATE OF Commission	THE ALLEGARD - NO.	in-Fact Printed Name)		
-	Expires: Octo	ber 19, 2021	9025 N. Lindbergh I	Dr.	
	ORDEOROGOGOGOGOGO	Surety A			
		APRIL - MA	Peoria, IL 61615		
		(City, Sta		Anuton.	et.surety@rlicorp.com
	(Surely Corporate Seat)	(Telephor	645-2402 ne)	(Email)	stances (control p.com

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615

Phone: 800	
T/ 411 3 / 1 / 171 . T3	Bond No. <u>LSM1034726</u>
Know All Men by These Presents:	
That the	a corneration erganized and existing under the laws of the State of
	isiness in all states and the District of Columbia does hereby make,
constitute and appoint: Linda Lind	
	Attorney In Fact , with full power and authority hereby
conferred upon him/her to sign, execute, acknowledge and deliver	
undertakings in an amount not to exceed Ten Mill	
for any single obligation, and specifically for the following described	
Principal: S & A Installation, LLC	
	44.4.2.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.
Bond Amount: \$ 59,374.00	- Part - State
The RLI Insurance Company furth	ner certifies that the following is a true and exact copy of a
Resolution adopted by the Board of Directors ofRL	Insurance Company and now in force to-wit:
IN WITNESS WHEREOF, the RLI Insurance Com Its Vice President with its corporate seal affixed thi	
with its corporate seal arrixed thi	s 10ui day of 1/1ay , 2019 .
· - ·	i i
ANCE COLLEGE	RLI Insurance Company
SEAL SEAL	By: B.H.W. D
ie of Himois	Barton W. Davis Vice Preside
anty of Peoria SS	
this 16th day of May, 2019, before me, a Notary Public	CERTIFICATE
	CERTIFICATE C: L the undersigned officer of
sonally appeared <u>Barton W. Davis</u> , who being by my sworn, acknowledged that he signed the above Power of Attorney as the RLI Insurance Company acknowledged said instrument to be the voluntary act and deed of said	I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full fo and effect and is irrevocable; and furthermore, that the Resolution the Company as set forth in the Power of Attorney, is now in force, testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company
sonally appeared <u>Barton W. Davis</u> , who being by my sworn, acknowledged that he signed the above Power of Attorney as the	I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full for and effect and is irrevocable; and furthermore, that the Resolution the Company as set forth in the Power of Attorney, is now in force, testimony whereof, I have hereunto set my hand and the seal of the

GRETCHEN L JOHNIGK

OFFICIAL SEAL*

FURLE STATE OF My Commission Expires

May 28, 2020

A0006817_SUBS_BID

Corporate Secretary





Board of County Commissioners

STAN SALLEE DISTRICT 1 918.596.5020 KAREN KEITH DISTRICT 2 918.596.5015 RON PETERS DISTRICT 3 918.596.5010

Exhibit H Page 1 of 2

Tulsa County Administration Bldg. 500 South Denver Tulsa, Oklahoma 74103-3832 918.596.5000

January 2, 2019

Dear Vendor:

The Oklahoma Sales Tax Code, 68 O.S. 1991 Section 1356, exempts from the payment of sales taxes all political subdivision of the State of Oklahoma.

Because each County in this State is a political subdivision of the State (Article 17, Section 1 of the Constitution of Oklahoma: Herndon v. Anderson, 1656 Okla. 104, 25P2d 326), Tulsa County is exempt from all sales tax.

Sincerely,

Karen Keith, Chairman

Tulsa County Board of County Commissioners

KK:sl

Approved:

Note:

Douglas Wilson

Chief of the Civil Division

Tulsa County's Federal Identification Tax Number 73-6006419

6.A. Will



Oklahoma Tax Commission

www.tax.ok.gov

Date Issued: March 21, 2014 Letter ID: L0891154944 Taxpayer ID: **-**6419

AMY

Oklahoma Sales Tax Exemption Permit Oklahoma State Government

Non-Transferable

68 Oklahoma Statutes 2002 Supp., Section 1356(1): Salthe State of Oklahoma, any political subdivision of this sfrom the tax levied by this article.	Permit Number EXM-10028212-06			
Business Location	Industry Code	City Code	Permit Effective	Permit Expires
TULSA COUNTY BOARD OF COUNTY COMMISSIONERS 5051 S 129TH EAST AVE TULSA OK 74134-7004	921190	7281	February 10, 2006	NON-EXPIRING

Thomas Kemp Jr., Chairman Jerry Johnson, Vice-Chairman Dawn Cash, Secretary-Member

TULSA COUNTY
DIIDOILAGING
PURCHASING DEPARTMENT

MEMO

Wantobeld good

DATE:

May 29, 2019

FROM:

Megan Blackford

Assistant Purchasing Director

TO:

Board of County Commissioners

SUBJECT:

Right-Of-Way Agreement- ONEOK Gas Transportation, LLC

Submitted for your approval and execution is the attached Right-Of Way Agreement between the Board of County Commissioners on behalf of the Tulsa County Engineers and ONEOK Gas Transportation, LLC for a permanent easement fifty feet in width and a temporary construction easement of an additional twenty-five feet in width across the Southwest Quarter (SW/4) of Section Eight (8) and Lots 1 and 2, Block 9, Township Nineteen (19) North, Range Twelve East. I.M., Tulsa County, Oklahoma.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the June 3, 2019 agenda.

,			

RIGHT-OF-WAY AGREEMENT Return To: MECO Land Services 724 N. Santa Fe Avenue Edmond, OK 73003

AFE: <u>045.145.5321.010017.136520</u> TR. <u>OKGCLS.TU.002.00</u> OKGCLS.TU 003.00

Agent: J. Holcomb

STATE OF {OKLAHOMA} COUNTY OF {TULSA}

For and in consideration of Ten Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner, <u>Tulsa County</u> (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to <u>ONEOK Gas Transportation, L.L.C.</u>, an <u>Oklahoma limited liability company</u>, its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, replace, abandon in place, change the size of, inspect, reconstruct, relocate remove and any and all related uses thereto (the "Permitted Uses") pipeline(s) and necessary and incident facilities, equipment and appurtenances, including but not limited to valves and markers (the "Facilities") for the transportation of oil, gas, petroleum products, and/or any other liquids, gases, or substances which can be transported through pipelines, across under and upon the lands of GRANTOR in the County of <u>Tulsa</u>, State of <u>Oklahoma</u>, To wit:

A permanent easement Fifty (50') feet in width and a temporary construction easement of an additional Twenty-five (25') feet in width across the following tract(s) of land:

In a part of the Southwest Quarter (SW/4) of Section Eight (8) and Lots 1 and 2, Block 9, Township Nineteen (19) North, Range Twelve (12) East, I.M., Tulsa County, Oklahoma.

And as generally depicted on the attached Exhibit "A" (the "Easement").

During construction, GRANTEE shall have the right to use an additional work space of up to one hundred fifty feet by one hundred fifty feet (150' x 150'), or equivalent square footage, along the easement area at the crossing of road, railroads, stream, terraces and uneven terrain.

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but without limiting the same to the free right of ingress and egress over and across said lands to and from said Easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said Facilities. GRANTOR may continue to use the surface of the Easement for agricultural, pasturage, or other purposes which will not interfere with the use of the Easement by GRANTEE or any of the rights herein granted (the "Retained Rights"); provided, however, that GRANTOR shall not impound water upon the Easement, change the ground elevation or grade of the Easement, or construct or permit to be constructed any building, structure, improvement or obstruction, or plant any trees or shrubs upon the Easement which would interfere with GRANTEE'S exercise of the rights hereby conveyed, including access to the Easement, and the safe operation of the Facilities. The GRANTEE shall have the absolute right to assign, sell, lease or otherwise transfer this Easement in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said Easement is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the Permitted Uses. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records. The undersigned hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described Easement which are caused by the Permitted Uses. Furthermore, GRANTEE shall compensate GRANTOR for damages to

the right-of-way surface, including damages for growing crops, which may be occasioned upon said Easement by the Permitted Uses.

Grantee agrees to protect, indemnify, and hold harmless Grantor for any claims, damages, and/or liabilities, including but not limited to claims for damage to property and personal injury (including bodily injury and death), to the extent arising out of Grantee's negligent acts or omissions, intentional misconduct, or illegal acts, in the construction, operation, maintenance, and removal of Grantee's pipeline.

No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefor, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms of this Agreement.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this day of, 2019.
LANDOWNER'S SIGNATURE
Tulsa County
ACKNOWLEDGEMENTS
State of County of
On this day of, 2019, before me, a Notary Public in and for said County and State, personally appeared to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as of a(n) and acknowledged to me that executed the same as free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.
My commission expires:
Notary Public



My Commission No. _____

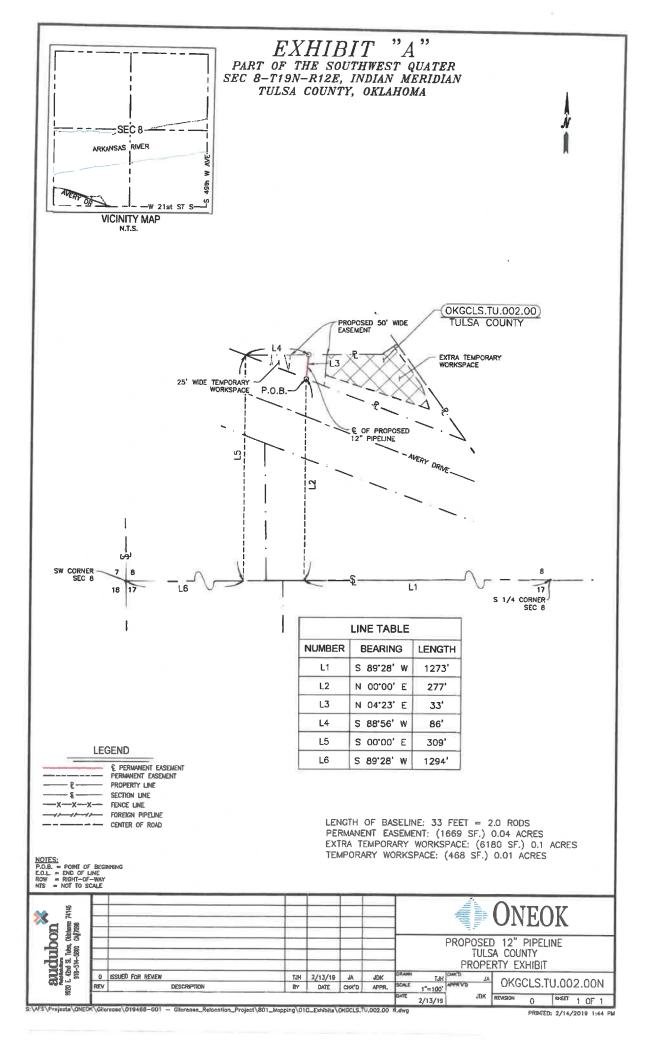
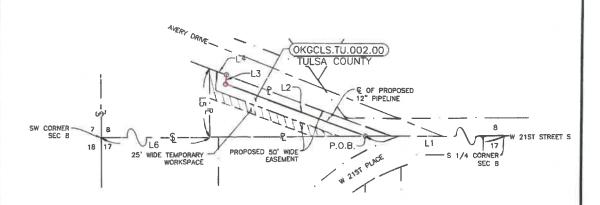




EXHIBIT "A"

PART OF SOUTHWEST QUARTER SEC 8-T19N-R12E, INDIAN MERIDIAN TULSA COUNTY, OKLAHOMA



LINE TABLE									
NUMBER	BEARING	LENGTH							
L1	S 89°28' W	901'							
L2	N 69°47' W	409'							
L3	N 04'23' E	26'							
L4	N 69°47' W	49'							
L5	S 01°04' E	188'							
L6	S 89°28' W	1325'							

LEGEND

© PERMANENT EASEMENT PERMANENT EASEMENT PROPERTY LINE SECTION LINE

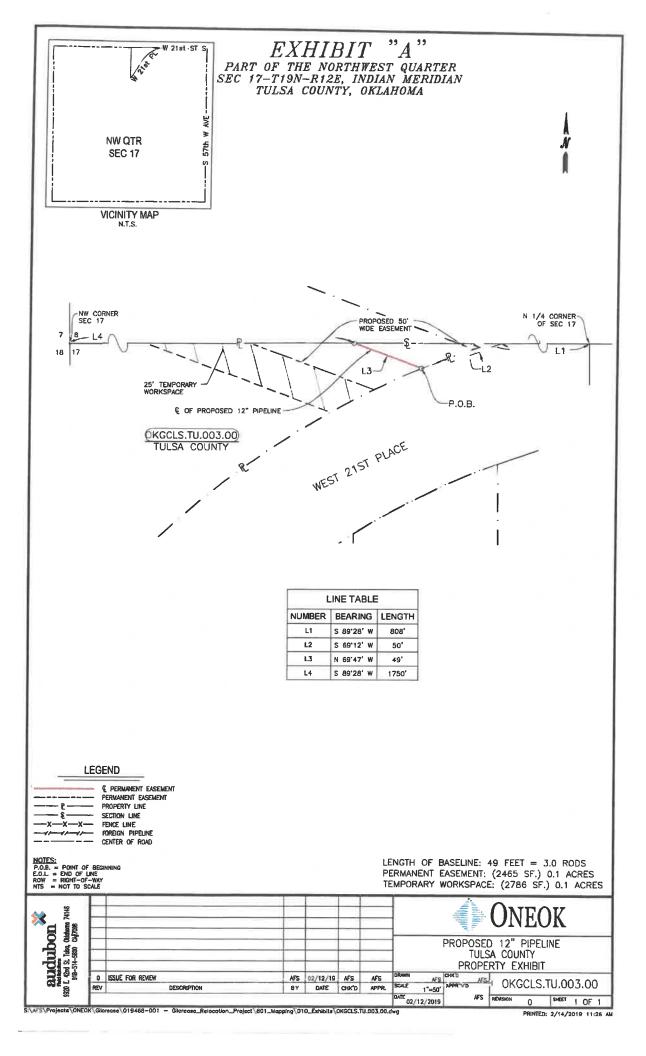
-X--X- FENCE LINE FOREIGN PIPELINE

-- CENTER OF ROAD

LENGTH OF BASELINE: 435 FEET = 26.4 RODS PERMANENT EASEMENT: (21761 SF.) 0.50 ACRES TEMPORARY WORKSPACE: (9566 SF.) 0.22 ACRES

NOTES:
P.O.B. = POINT OF BEGINNING
E.O.L. = END OF LINE
ROW = RIGHT-OF-WAY
NTS = NOT TO SCALE

OID. WOOD Chinas 74146							PROPOSED 12" PIPELINE TULSA COUNTY PROPERTY EXHIBIT				
dubo	E										
100	0 REV	ISSUED FOR REMEW	TJH By	2/13/19 DATE	JA CHK'D	JOK APPR,	OKGCLS.TU.002.00				
D255	NEV.	OCDAN NOTE					DATE 2/13/19 JDK REVISION O SHEET 1 OF 1				





Nolan M. Fields IV

Assistant District Attorney | Civil Division Tulsa County District Attorney's Office 500 South Denver Avenue, Tulsa, Oklahoma 74103 (918) 596 - 4900 | nfields@tulsacounty.org

TO: Board of County Commissioners

Karen Keith, Chairman

Stan Sallee Ron Peters

DATE: May 29, 2019

REFERENCE: Performance Agreement with Bottoms Up for Aug. 2, 2019

as Part of LaFortune Park's 1st Friday Concert Series

Please place this item on the agenda for the next meeting of the Board of County Commissioners. It will <u>not</u> be necessary to review this matter in executive session. The Performer has already signed this Agreement, and it is presented for this Board's review and potential action. Please let me know if you have any questions.

Respectfully,

Nolan M. Fields IV

Assistant District Attorney

dan M. Fields

CC:

Richard Bales, Parks Director



PERFORMANCE AGREEMENT

This	Agreement	is entered	into this	day of	_ 2019,	between	the	Board	of	County
Com	missioners of	f Tulsa Coun	ty ("County") a	and (Bottoms Up ("Perform	ner") for th	ne pu	rpose c	of pi	roviding
an er	ntertainment	program th	rough the Tuls	a County Parks Dep	artment					

TERMS:

- Performer agrees to provide <u>1</u> performance(s) on August 2 , <u>2019</u> for <u>2 HOURS</u> beginning at <u>7:00 [a.m./p.m.]</u> and ending at <u>9:00 [a.m./p.m.]</u>. Performer acknowledges that a 15-20 minute intermission will be taken midway through the performance(s). (This is not applicable for performances played under 1 hour.)
- Performer will provide all necessary equipment for the performance except as specified by the County.
- 3 Performer will present an invoice for payment to the Parks staff at the conclusion of the performance(s).
- Performer recognizes and acknowledges that Performer is an independent contractor to the County and that the County owes no legal obligations to the Performer except those contained within this agreement and any enumerated in Oklahoma State Statutes which are applicable to the County.
- 5 County will pay the Performer **\$500.00** per performance upon receipt and processing of the invoice.
- 6 County will provide (a) the staging area at <u>LaFortune Park At An Outdoor Gazebo</u> (b) electricity; and (c) bottled water for the Performer(s).
- Performer will be responsible for the removal of the Performer's equipment from the premises and at the end of the performance in a timely and reasonable manner.
- Performer must present any special requests or needs to the Parks Staff at least 30 days prior to the performance date.
- In the event that the performance must be cancelled due to circumstances beyond the County's or the Performer's control [weather, electrical malfunctions, illness, etc.], the Performer and the County will reschedule the performance at the mutually agreeable date and time.
- In the event a mutually agreeable time and date cannot be confirmed, the County agrees to pay \$250.00 in liquidated damages to the Performer for lost opportunity, if the cancellation was called by the County.
- The Board of County Commissioners of Tulsa County is responsible for all applicable fees, permits and licenses.

12 County assumes no responsibility or liability whatsoever for performer's person, equipment or clothing (or other persons or property authorized by performer to perform this contract) before, during or after the performance at this location and County is hereby released and discharged from any and all responsibility and liability associated with any such loss, injury or damage.

ENTIRETY OF AGREEMENT

The terms set forth above constitute the entire agreement between County and Performer and supersedes any previous oral or written agreements. The Laws of the State of Oklahoma shall govern the terms of this agreement.

Chairperson	Date
Board of County Commissioners of the County of Tulsa ("County")	
Approved as to form	Date
Assistant District Attorney	
- Hole	2-28-2019
Performer or Performer's Representative	Date



Nolan M. Fields IV

Assistant District Attorney | Civil Division Tulsa County District Attorney's Office 500 South Denver Avenue, Tulsa, Oklahoma 74103 (918) 596 - 4900 | nfields@tulsacounty.org

TO: Board of County Commissioners

Karen Keith, Chairman

Stan Sallee Ron Peters

DATE: May 29, 2019

REFERENCE: Performance Agreement with Groves Blues Machine for June 7, 2019 as

Part of LaFortune Park's 1st Friday Concert Series

Please place this item on the agenda for the next meeting of the Board of County Commissioners. It will <u>not</u> be necessary to review this matter in executive session. The Performer has already signed this Agreement, and it is presented for this Board's review and potential action. Please let me know if you have any questions.

Respectfully,

Nolan M. Fields IV

Assistant District Attorney

dan M. Fields

CC:

Richard Bales, Parks Director



PERFORMANCE AGREEMENT

This	Agreement	is	entered	into	this	day o		2019,	between	the	Board	of	County
Com	missioners o	fΤι	ulsa Coun	ty ("C	ounty") a	nd (Gro	ves Blues M	achine)	("Perform	ner")	for the	pur	pose of
prov	iding an ente	rta	inment p	rogra	m through	the Tu	Isa County F	arks De	epartment				

TERMS:

- Performer agrees to provide <u>1</u> performance(s) on June 7 , <u>2019</u> for <u>2 HOURS</u> beginning at <u>7:00 [a.m./p.m.]</u> and ending at <u>9:00 [a.m./p.m.]</u>. Performer acknowledges that a 15-20 minute intermission will be taken midway through the performance(s). (This is not applicable for performances played under 1 hour.)
- Performer will provide all necessary equipment for the performance except as specified by the County.
- Performer will present an invoice for payment to the Parks staff at the conclusion of the performance(s).
- Performer recognizes and acknowledges that Performer is an independent contractor to the County and that the County owes no legal obligations to the Performer except those contained within this agreement and any enumerated in Oklahoma State Statutes which are applicable to the County.
- County will pay the Performer **\$500.00** per performance upon receipt and processing of the invoice.
- 6 County will provide (a) the staging area at <u>LaFortune Park At An Outdoor Gazebo</u> (b) electricity; and (c) bottled water for the Performer(s).
- Performer will be responsible for the removal of the Performer's equipment from the premises and at the end of the performance in a timely and reasonable manner.
- 8 Performer must present any special requests or needs to the Parks Staff at least 30 days prior to the performance date.
- In the event that the performance must be cancelled due to circumstances beyond the County's or the Performer's control [weather, electrical malfunctions, illness, etc.], the Performer and the County will reschedule the performance at the mutually agreeable date and time.
- In the event a mutually agreeable time and date cannot be confirmed, the County agrees to pay \$250.00 in liquidated damages to the Performer for lost opportunity, if the cancellation was called by the County.
- The Board of County Commissioners of Tulsa County is responsible for all applicable fees, permits and licenses.

County assumes no responsibility or liability whatsoever for performer's person, equipment or clothing (or other persons or property authorized by performer to perform this contract) before, during or after the performance at this location and County is hereby released and discharged from any and all responsibility and liability associated with any such loss, injury or damage.

ENTIRETY OF AGREEMENT

The terms set forth above constitute the entire agreement between County and Performer and supersedes any previous oral or written agreements. The Laws of the State of Oklahoma shall govern the terms of this agreement.

Chairperson Board of County Commissioners of	Date				
the County of Tulsa ("County")					
Approved as to form Assistant District Attorney	Date				
Que Don,	3/1/19				
Performer or Performer's Representative	Date				



Nolan M. Fields IV

Assistant District Attorney | Civil Division Tulsa County District Attorney's Office 500 South Denver Avenue, Tulsa, Oklahoma 74103 (918) 596 - 4900 | nfields@tulsacounty.org

TO: Board of County Commissioners

Karen Keith, Chairman

Stan Sallee Ron Peters

DATE: May 29, 2019

REFERENCE: Performance Agreement with House Party for July 12, 2019

as Part of LaFortune Park's 1st Friday Concert Series

Please place this item on the agenda for the next meeting of the Board of County Commissioners. It will <u>not</u> be necessary to review this matter in executive session. The Performer has already signed this Agreement, and it is presented for this Board's review and potential action. Please let me know if you have any questions.

Respectfully,

Nolan M. Fields IV

Assistant District Attorney

dan M. Fields

CC:

Richard Bales, Parks Director



PERFORMANCE AGREEMENT

This	Agreement	is ente	ered in	to this		day of		2019,	between	the	Board	of	County
Com	missioners o	f Tulsa C	County	("Coun	ty") ar	nd (Hou	se Party) ("	Perforn	ner") for th	ne pu	rpose c	fpr	oviding
an ei	ntertainment	progra	m thro	ugh the	Tulsa	County	Parks Depa	rtment					

TERMS:

- Performer agrees to provide <u>1</u> performance(s) on July 12 , <u>2019</u> for <u>2 HOURS</u> beginning at <u>7:00</u> [a.m./p.m.] and ending at <u>9:00</u> [a.m./p.m.]. Performer acknowledges that a 15-20 minute intermission will be taken midway through the performance(s). (This is not applicable for performances played under 1 hour.)
- Performer will provide all necessary equipment for the performance except as specified by the County.
- Performer will present an invoice for payment to the Parks staff at the conclusion of the performance(s).
- Performer recognizes and acknowledges that Performer is an independent contractor to the County and that the County owes no legal obligations to the Performer except those contained within this agreement and any enumerated in Oklahoma State Statutes which are applicable to the County.
- County will pay the Performer <u>\$600.00</u> per performance upon receipt and processing of the invoice.
- 6 County will provide (a) the staging area at <u>LaFortune Park At An Outdoor Gazebo</u> (b) electricity; and (c) bottled water for the Performer(s).
- Performer will be responsible for the removal of the Performer's equipment from the premises and at the end of the performance in a timely and reasonable manner.
- 8 Performer must present any special requests or needs to the Parks Staff at least 30 days prior to the performance date.
- In the event that the performance must be cancelled due to circumstances beyond the County's or the Performer's control [weather, electrical malfunctions, illness, etc.], the Performer and the County will reschedule the performance at the mutually agreeable date and time.
- In the event a mutually agreeable time and date cannot be confirmed, the County agrees to pay \$300.00 in liquidated damages to the Performer for lost opportunity, if the cancellation was called by the County.
- The Board of County Commissioners of Tulsa County is responsible for all applicable fees, permits and licenses.

County assumes no responsibility or liability whatsoever for performer's person, equipment or clothing (or other persons or property authorized by performer to perform this contract) before, during or after the performance at this location and County is hereby released and discharged from any and all responsibility and liability associated with any such loss, injury or damage.

ENTIRETY OF AGREEMENT

The terms set forth above constitute the entire agreement between County and Performer and supersedes any previous oral or written agreements. The Laws of the State of Oklahoma shall govern the terms of this agreement.

Chairperson Board of County Commissioners of the County of Tulsa ("County")	Date
Approved as to form Assistant District Attorney	Date
Performer or Performer's Representative	3-4-19 Date



Nolan M. Fields IV

Assistant District Attorney | Civil Division Tulsa County District Attorney's Office 500 South Denver Avenue, Tulsa, Oklahoma 74103 (918) 596 - 4900 | nfields@tulsacounty.org

TO: Board of County Commissioners

Karen Keith, Chairman

Stan Sallee Ron Peters

DATE: May 29, 2019

REFERENCE: Performance Agreement with Rusty Meyers Band for Sept. 6, 2019

as Part of LaFortune Park's 1st Friday Concert Series

Please place this item on the agenda for the next meeting of the Board of County Commissioners. It will <u>not</u> be necessary to review this matter in executive session. The Performer has already signed this Agreement, and it is presented for this Board's review and potential action. Please let me know if you have any questions.

Respectfully,

Nolan M. Fields IV

Assistant District Attorney

dan M. Fields

CC:

Richard Bales, Parks Director



PERFORMANCE AGREEMENT

This	Agreement	is	entered	into	this	day of _		2019,	between	the	Board	of	County
Com	missioners o	f Tı	ulsa Cour	ity ("(County") a	and (Rusty	Meyers	Band)	("Perform	er")	for the	pur	pose of
prov	iding an ente	rtai	inment p	rogra	m through	n the Tulsa	County P	arks De	epartment				

TERMS:

- Performer agrees to provide <u>1</u> performance(s) on September <u>6</u>, <u>2019</u> for <u>2 HOURS</u> beginning at <u>7:00 [a.m./p.m.]</u> and ending at <u>9:00 [a.m./p.m.]</u>. Performer acknowledges that a 15-20 minute intermission will be taken midway through the performance(s). (This is not applicable for performances played under 1 hour.)
- Performer will provide all necessary equipment for the performance except as specified by the County.
- 3 Performer will present an invoice for payment to the Parks staff at the conclusion of the performance(s).
- 4 Performer recognizes and acknowledges that Performer is an independent contractor to the County and that the County owes no legal obligations to the Performer except those contained within this agreement and any enumerated in Oklahoma State Statutes which are applicable to the County.
- 5 County will pay the Performer **\$600.00** per performance upon receipt and processing of the invoice.
- 6 County will provide (a) the staging area at <u>LaFortune Park At An Outdoor Gazebo</u> (b) electricity; and (c) bottled water for the Performer(s).
- Performer will be responsible for the removal of the Performer's equipment from the premises and at the end of the performance in a timely and reasonable manner.
- 8 Performer must present any special requests or needs to the Parks Staff at least 30 days prior to the performance date.
- In the event that the performance must be cancelled due to circumstances beyond the County's or the Performer's control [weather, electrical malfunctions, illness, etc.], the Performer and the County will reschedule the performance at the mutually agreeable date and time.
- In the event a mutually agreeable time and date cannot be confirmed, the County agrees to pay \$300.00 in liquidated damages to the Performer for lost opportunity, if the cancellation was called by the County.
- The Board of County Commissioners of Tulsa County is responsible for all applicable fees, permits and licenses.

County assumes no responsibility or liability whatsoever for performer's person, equipment or clothing (or other persons or property authorized by performer to perform this contract) before, during or after the performance at this location and County is hereby released and discharged from any and all responsibility and liability associated with any such loss, injury or damage.

ENTIRETY OF AGREEMENT

Performer or Performer's Representative

The terms set forth above constitute the entire agreement between County and Performer and supersedes any previous oral or written agreements. The Laws of the State of Oklahoma shall govern the terms of this agreement.

Chairperson Board of County Commissioners of the County of Tulsa ("County")	Date
Approved as to form Assistant District Attorney	Date
L (X)	

Date



Department: Human Resources	
Vendor: Allstate	·
Describe Product / Service provided by this	s contract: Cancer Policy
Original CMF # 241553	Dated: 6/13/17
Current CMF # 245227	Dated: 6/21/18
the contract/agreement, without amendment were set out in full herein. The terms of this contract/agreement shall	ms in the original or the most recent renewal of its or addendums, as if the terms and provisions be in full force and effect for the fiscal year upon full execution of this contract/agreement
renewal. *Note: Fiscal Year is July 1-June Vendor: All State benefits Printed Name: Mark benefits	e 30
Approved by the Board of County Commissione ATTEST:	rs thisday of, 20
Michael Willis Tulsa County Clerk	Chairman, Board of County Commissioners Tulsa County

NOTE: Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda



Department: Treasurer						
Vendor: Business Imaging Systems						
Describe Product / Service provided by this	contract: Maintenance					
Original CMF # 245073	Dated: 6/11/2018					
Current CMF # 245073	Dated: 6/11/2018					
The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.						
	be in full force and effect for the fiscal year on full execution of this contract/agreement					
renewal. *Note: Fiscal Year is July 1-June						
Vendor: Wattack Printed Name: NAV Mattack						
Printed Name: JW Matlock	Date: 5/8/19					
Approved by the Board of County Commissioners ATTEST:	thisday of, 20					
Michael Willis Tulsa County Clerk	Chairman, Board of County Commissioners Tulsa County					

NOTE: Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda
Form 2962 (4-19)



Department: Treasurer		5			
Vendor: Holder's Security					
Describe Product / Service provided by thi	s contract: Maintena	nce			
Original CMF # 211143	Dated:	6/30/2018			
Current CMF # 244846		6/4/2018			
The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein. The terms of this contract/agreement shall be in full force and effect for the fiscal year					
* 2019 2020 and shall be effective user renewal. *Note: Fiscal Year is July 1-June Vendor: Holders Inc Printed Name: Robert Rude	2 30	May 2019			
Approved by the Board of County Commissioner ATTEST:	s this day of				
Michael Willis Tulsa County Clerk	Chairman, Board of County Tulsa County	Commissioners			

NOTE: Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda



Department: Treasurer						
Vendor: Pitney Bowe's	•					
Describe Product / Service provided by this	contract: Lease					
Original CMF # 237868	Dated:	5/16/2016				
Current CMF # 244847	Dated:	6/4/2018				
The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein. The terms of this contract/agreement shall be in full force and effect for the fiscal year * 2019 - 2020 and shall be effective upon full execution of this contract/agreement renewal. *Note: Fiscal Year is July 1-June 30 Vendor: Matt Rains Office Matt Rains of Plant Bains of Chicard						
Printed Name: Matt Rains	Date: 5-10-1	19				
Approved by the Board of County Commissioners ATTEST:	s thisday of	, 20				
Michael Willis Tulsa County Clerk	Chairman, Board of County Tulsa County	y Commissioners				

NOTE: Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda

Model #88045H Serial # Y4X839063 Please email a signed copy to: smckerrell@tuisacounty.org



CONTRACT / AGREEMENT RENEWAL

Department: Treasurer						
Vendor: Xerox - Serial #Y4X839063						
Describe Product / Service provided by this	contract: Lease/Maintenance					
Original CMF # 243563	Dated: 1/10/2018					
Current CMF # 244853	Dated: 6/4/2018					
The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.						
The terms of this contract/agreement shall be in full force and effect for the fiscal year * 2019 _ 2020 and shall be effective upon full execution of this contract/agreement						
renewal. *Note: Fiscal Year is July 1-June	30					
Vendor: Xerox Corporation Printed Name: Aaron Moncog Date: May 23, 2019						
Approved by the Board of County Commissioners thisday of ATTEST:						
Michael Willis Tulsa County Clerk	Chairman, Board of County Commissioners Tulsa County					

NOTE: Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda
Form 2902 (4-19)

Model #WC5865 Serial # EX9665691 Please email a signed copy to: smckerrell@tulsacounty.org



CONTRACT / AGREEMENT RENEWAL

Department: Treasurer		
Vendor: Xerox - Serial #EX9665	6691	
Describe Product / Service provided by this	contract: Lease/Ma	aintenance
Original CMF # 235900	Dated:	9/18/2015
Current CMF # 244852		6/4/2018
The Board of County Commissioners, on be adopts and ratifies all the provisions and term the contract/agreement, without amendments were set out in full herein. The terms of this contract/agreement shall * 2019 - 2020 and shall be effective up	is in the original or the m s or addendums, as if the be in full force and effe	terms and provisions
renewal. *Note: Fiscal Year is July 1-June		
Vendor: Xerox Corporation Printed Name: Agree Moncog	Date: May 2	23, 2019
Approved by the Board of County Commissioners	thisday of	, 20
ATTEST:		
Michael Willis Tulsa County Clerk	Chairman, Board of County Tulsa County	y Commissioners

NOTE: Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda
Form 2002 (4-10)

Model #WC5945 Serial # A2M645837 Please email a signed copy to: smckerrell@tulsacounty.org



CONTRACT / AGREEMENT RENEWAL

Department: Treasurer		
Vendor: Xerox - Serial #A2M64	5837	
Describe Product / Service provided by this	contract: Lease/Ma	aintenance
Original CMF # 235899	Dated:	9/18/2015
Current CMF # 244851	Dated:	6/4/2018
The Board of County Commissioners, on be adopts and ratifies all the provisions and term the contract/agreement, without amendment were set out in full herein.	ns in the original or the m s or addendums, as if the	ost recent renewal of terms and provisions
The terms of this contract/agreement shall * 2019 _ 2020 and shall be effective u		-
renewal. *Note: Fiscal Year is July 1-June		
Vendor: Xerox Corporation Printed Name: Aaron Moncog	Date: May 2	3, 2019
Approved by the Board of County Commissioner. ATTEST:	s thisday of	
Michael Willis Tulsa County Clerk	Chairman, Board of Count Tulsa County	y Commissioners

NOTE: Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda
Form 2962 (4-19)

Model #8045H Serial #8TB625992 Please email a signed copy to: smckerrell@tulsacounty.org



CONTRACT / AGREEMENT RENEWAL

Department: Treasurer					
Vendor: Xerox - Serial #8TB625992 and Serial #3AG887151					
Describe Product / Service provided by this contract: Lease/Maintenance					
Original CMF # 247516	Dated:	4/8/2019			
Current CMF # 247516	Dated:	4/8/2019			
The Board of County Commissioners, on beliadopts and ratifies all the provisions and term the contract/agreement, without amendments were set out in full herein.	s in the original or the m	ost recent renewal of			
The terms of this contract/agreement shall * 2019 _ 2020 and shall be effective up		•			
renewal. *Note: Fiscal Year is July 1-June	30				
Vendor: Xerox					
Printed Name: Bonnie Garza	Date: 05/28/2	019			
Approved by the Board of County Commissioners ATTEST:	thisday of	, 20			
Michael Willis Tulsa County Clerk	Chairman, Board of Count Tulsa County	y Commissioners			

NOTE: Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda

	ty Clerk's Office for pla 3, 2019	cement on the Boar	d of County Commissioners meeting agenda for 2019 MAY 28 PM 3: 54
BOCC N	Meeting Date		20171111
WHEREAS, the f	following inventory I	has been (please	e mark one): STATE OF OKLAHOMA
LOST SOLD STOLEN	☐ LEASE-PURC☐ RENTAL☐ JUNKED	CHASE CHASE	TRANSFERRED TULSA COUNTY RECEIVED DUPLICATE
From: (DEPARTMENT/	LOCATION) TULSA CO	DUNTY HIGHWA	Y DISTRICT 2
To: (DEPARTMENT/	LOCATION) N/A		
Item Name/Descri	ption: MANITOWOO	CICE MACHINE	AND BIN
Asset No.:1806	7		
Tag No.:1806	7	Serial No.:	
Comments: DUPLICATE ASS			
BE IT RESOLVE	D this change shall	be made in the re	ecords filed with the Tulsa County Clerk,
and in the comput	terized inventory prog	ram for capital as	sets.
5-28-19 Date		Initiating Elected Official Receiving Elected Official	
Date		Chairman, Board of Cou	nty Commissioners

Form 1169 - Computer Simulation (Rev. 6-09) Front

ASSET DESCRIPTION SERIAL/PARCEL DATE ACQ COST UNIT NUMBER
18067 MANITOWOC ICE MACHINE AND BIN 12/18/14 3,700.00 2969

Original to the County Clerk's Office for placement on the Board of County Commissioners meeting agenda for 2019 MAY 28 PM 3: 54 JUNE 3, 2019 **BOCC Meeting Date** WHEREAS, the following inventory has been (please mark one): STATE OF UKLARIUMA ☐ LOST LEASE-PURCHASE SOLD RENTAL CONFISCATED JUNKED STOLEN From: (DEPARTMENT/LOCATION) TULSA COUNTY HIGHWAY DISTRICT 2 To: (DEPARTMENT/LOCATION) Item Name/Description: SEE ATTACHED LIST Asset No.: Tag No.: Serial No.: Comments: RADIOS ARE NO LONGER VIABLE DUE TO UPDATING SYSTEM FROM ANALOG TO DIGITAL. THESE RADIOS CAN NOT SUPPORT DIGITAL SYSTEM. THESE RADIOS WERE SURRENDERED TO THE CITY OF TULSA RADIO SHOP FOR DISPOSAL. BE IT RESOLVED this change shall be made in the records filed with the Tulsa County Clerk, and in the computerized inventory program for capital assets. Initiating Elected Official or Division Director Date Receiving Elected Official or Division Director Chairman, Board of County Commissioners Date

Form 1169 - Computer Simulation (Rev. 6-09) Front

ASSET	DESCRIPTION	SERIAL/PARCEL	DATE ACQ	ACQ COST	UNIT NUMBER
0003916	MTS 2000 MODEL 1 PORTABLE RADIO SN 432AU	432AUQ0402	09/09/94	1,756.00	2650
0003938	MOTOROLA MTS 2000 PORTABLE RADIO SN 466A	466AWQ7003	9/9/1996	1,756.00	2687
0003947	MOTOROLA HAND HELD MTS 2000 RADIO SN 466	466AZC1975	2/5/1999	1,966.00	2735

Original to the Cour	nty Clerk's Office for p	placement on the Bo	ard of County Commissioners meeting ag	genda for
BOCC	Meeting Date	menutuation contain *		
WHEREAS, the	following inventor	y has been (plea	e mark one):	
LOST SOLD STOLEN	LEASE-PUI RENTAL JUNKED	RCHASE	TRANSFERRED CONFISCATED	***************************************
From: (DEPARTMENT/	LOCATION) TULSA	COUNTY SHERIF	F	
To: (DEPARTMENT/	LOCATION)			
Item Name/Descri	ption: OLD COMF	PUTERS 1		
Asset No.: REFE	R TO ATTACHM	ENT		
Tag No.: REFE	ER TO ATTACHM	ENT Serial No.:	REFER TO ATTACHMENT	
Comments: LIST OF OLD Co	OMPUTERS REM	OVED FROM SE	RVICE BY I.T.	
BE IT RESOLVE	D this change sha	II be made in the	records filed with the Tulsa County	Clerk,
and in the compu	terized inventory pr	ogram for capital a	ssets.	
	- 1-	01		
0 5 Z 2	3/9	Initiating Elected Office	al or Division Director	
Date		Receiving Elected Offi	cial or Division Director	
Date		Chairman, Board of C	unty Commissioners	

ASSET	DESCRIPTION	SERIAL/PARCEL	DATE ACQ	ACQ COST
13463	DELL OPTIPLEX 990 SFF, INTEL CORE I	34Z86V1	07/10/12	1,443.74
11514	DELL OPTIPLEX 780 SFF, QUAD CORE PR	H017KN1	09/14/10	1,309.74
11982	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1D3QDQ1	04/21/11	1,411.50
13029	DELL OPTIPLEX 990 SFF, INTEL CORE I	60834V1	05/30/12	1,443.74
12721	DELL OPTIPLEX 990 SFF, INTEL CORE I	8FN4MS1	03/28/12	1,245.64
12758	DELL OPTIPLEX 990 SFF, INTEL CORE I	FT5XWR1	12/01/11	1,217.30
16792	OPTIPLEX 9020 SMALL FORM FACTOR	8DPQJ02	04/30/14	1,530.58
13460	DELL OPTIPLEX 990 SFF, INTEL CORE I	34ZC6V1	07/10/12	1,443.74
13130	DELL OPTIPLEX 990 SFF	J4KXKS1	03/14/12	1,277.98
13943	DELL OPTIPLEX 990 MT, CORE I7 2600	H99S7V1	08/09/12	1,934.07
13123	DELL OPTIPLEX 990 SFF	J4KTKS1	03/14/12	1,277.98
13125	DELL OPTIPLEX 990 SFF	J4KWKS1	03/14/12	1,277.98
16552	OPTIPLEX 9010 COMPUTER	26DL9Y1	09/05/13	1,422.90
11294	DELL OPTIPELEX 780 SFF, QUAD CORE P	10RWKM1	06/25/10	1,477.56
11381	DELL OPTIPLEX 780 SFF, QUAD CORE PR	9Y11LM1	06/28/10	1,475.04
11383	DELL OPTIPLEX 780 SFF, QUAD CORE PR	9Y16LM1	06/28/10	1,475.04
11792	DELL OPTIPLEX 780 SFF, QUAD CORE PR	63NZBP1	02/15/11	1,370.65
11198	DELL OPTIPLEX 780 SFF, QUAD CORE PR	H9SXPM1	05/18/10	1,638.00
11200	DELL OPTIPLEX 780 SFF, QUAD CORE PR	J9SXPM1	05/18/10	1,293.60
11700	DELL OPTIPLEX 780 SFF, DUO CORE PRO	CBK1NN1	11/07/10	1,415.15
11407	DELL OPTIPLEX 780 SFF, QUAD CORE PR	BWJ0LM1	07/06/10	1,475.04
0007639	DELL OPTIPLEX 760 COMPUTER & MONITOR	5L124J1	02/03/09	1,077.30
0007575	DELL OPTIPLEX GX620 DESKTOP COMPUTER	4GNWHC1	02/09/07	913.14
0007614	DELL COMPUTER	DG5M0G1	04/09/08	1,171.05
11287	DELL OPTIPELEX 780 SFF, QUAD CORE P	10QWKM1	06/25/10	1,477.56
11790	DELL OPTIPLEX 780 SFF, QUAD CORE PR	63M1CP1	02/15/11	1,370.65
11202	DELL OPTIPLEX 780 SFF, QUAD CORE PR	3BSXPM1	05/18/10	1,293.60
11298	DELL OPTIPELEX 780 SFF, QUAD CORE P	10SSKM1	06/25/10	1,477.56
11512	DELL OPTIPLEX 780 SFF, QUAD CORE PR	HN1LPM1	10/22/10	1,309.74
11797	DELL OPTIPLEX 780 SFF, QUAD CORE PR	63N0CP1	02/15/11	1,370.65
11386	DELL OPTIPLEX 780 SFF, QUAD CORE PR	9Y13LM1	06/28/10	1,475.04
0007616	DELL OPTIPLEX COMPUTER 2GB RAM	8BGL9G1	05/12/08	1,171.05
11201	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1BSXPM1	05/18/10	1,293.60
0007595	DELL OPTIPLEX 745 SMALL FORM FACTOR	8BVR5D1	07/06/07	1,011.12
0006362	PROCESSOR, DELL OPTIPLEX 755 SFF, DUO CO		12/03/08	1,239.33
11980	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1D2SDQ1	04/21/11	1,411.50
	DELL OPTIPLEX COMPUTER	C99ZTH1	12/16/08	1,087.33
11795	DELL OPTIPLEX 780 SFF, QUAD CORE PR	63P1CP1	02/15/11	1,370.65
	PROCESSOR: DELL OPTIPLEX 780 SFF,	48GTHM1	05/06/10	1,884.12
11290	DELL OPTIPELEX 780 SFF, QUAD CORE P	10RRKM1	06/25/10	1,477.56
0007512		F1CF251	06/15/04	1,566.96
0011484		F1CF251	06/15/04	1,566.96
	OPTIPLEX 760 PSU	8X7S3J1	02/02/09	1,077.30
12027	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1Z2VCP1	03/02/11	1,023.67
	DELL OPTIPLEX 780 SFF, QUAD CORE PR	9JV59P1	01/11/11	1,348.75
12092	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1YWVCP1	03/02/11	1,023.67

12020	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1Z0VCP1	03/02/11	1,023.67
12072	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1YPVCP1	03/02/11	1,023.67
12097	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1YJTCP1	03/02/11	1,023.67
12069	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1YNWCP1	03/02/11	1,023.67
12071	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1YPTCP1	03/02/11	1,023.67
12093	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1YXSCP1	03/02/11	1,023.67
12036	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1Z5VCP1	03/02/11	1,023.67
11659	DELL OPTIPLEX 755 SFF DUO CORE PROCESSO	FCXV4G1	04/28/08	860.69
11656	DELL OPTIPLEX 755 SFF DUO CORE PROCESSO	DBXV4G1	04/28/08	860.69
11649	DELL OPTIPLEX 755 SFF DUO CORE PROCESSO	93YV4G1	04/28/08	860.69
0011691	DELL OPTIPLEX COMPUTER	3TB1SH1	12/15/08	1,043.35
11382	DELL OPTIPLEX	J8QFLG1	03/11/09	1,061.69
0011392	DELL OPTIPLEX	J8R3JG1	03/11/09	1,061.69
11702	OPTIPLEX 760 PSU	4X7S3J1	02/02/09	1,077.30
11669	DELL OPTIPLEX 755 SFF DUO CORE PROCESSO	BZ3S4G1	04/28/08	860.69
0011695	OPTIPLEX 760 PSU	CX7S3J1	02/02/09	1,077.30
12015	DELL OPTIPLEX 780 SFF, QUAD CORE PR	2K8PNN1	11/18/10	1,276.54
0011681	DELL OPTIPLEX DUO CORE PROCESSOR	4RDLQG1	07/02/08	1,177.43
11661	DELL OPTIPLEX 755 SFF DUO CORE PROCESSO	3CXV4G1	04/28/08	860.69
0011683	DELL OPTIPLEX DUO CORE PROCESSOR	2RDLQG1	07/02/08	1,177.43
0011658	DELL OPTIPLEX 755 SFF DUO CORE PROCESSO	9GXV4G1	04/28/08	860.69
0011671	DELL OPTIPLEX 755 SFF DUO CORE PROCESSO	4Z3S4G1	04/28/08	860.69

Original to the County C	Clerk's Office for placement on ti	he Board of County Commissioners meeting agenda for
BOCC Meeti	ing Date	
WHEREAS, the follow	owing inventory has been (please mark one):
LOST SOLD STOLEN	LEASE-PURCHASE RENTAL JUNKED	TRANSFERRED CONFISCATED
From: (DEPARTMENT/LOCA	ATION)_TULSA COUNTY SH	IERIFF
To: (DEPARTMENT/LOCA	ATION)	
Item Name/Description	n: OLD COMPUTERS 2	
Asset No.: REFER 1	TO ATTACHMENT	
Tag No.: REFER 1	ΓΟ ATTACHMENT Seria	I No.: REFER TO ATTACHMENT
Comments: LIST OF OLD COMF	PUTERS REMOVED FROM	M SERVICE BY I.T.
BE IT RESOLVED th	is change shall be made in	the records filed with the Tulsa County Clerk,
and in the computerize	ed inventory program for cap	ital assets.
		00 10
052919		2/3/
Date	Initiating Elected	d Official or Division Director
Date	Receiving Elect	ed Official or Division Director
Date	 Chairman, Boar	d of County Commissioners

ASSET	DESCRIPTION	SERIAL/PARCEL	DATE ACQ	ACQ COST
0011676	DELL OPTIPLEX 755 SFF DUO CORE PROCESSOR	HY3S4G1	04/28/08	860.69
0011697	OPTIPLEX 760 PSU	9X7S3J1	02/02/09	1,077.30
12080	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1YRVCP1	03/02/11	1,023.67
12052	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1YJVCP1	03/02/11	1,023.67
12082	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1YSTCP1	03/02/11	1,023.67
12066	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1YNSCP1	03/02/11	1,023.67
0011682	DELL OPTIPLEX DUO CORE PROCESSOR	5RDLQG1	07/02/08	1,177.43
0011651	DELL OPTIPLEX 755 SFF DUO CORE PROCESSOR	JCXV4G1	04/28/08	860.69
12049	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1YZVCP1	03/02/11	1,023.67
12065	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1YMWCP1	03/02/11	1,023.67
0011654	DELL OPTIPLEX 755 SFF DUO CORE PROCESSOR	1CXV4G1	04/28/08	860.69
12061	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1YLWCP1	03/02/11	1,023.67
12091	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1YWTCP1	03/02/11	1,023.67
12040	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1Z6WCP1	03/02/11	1,023.67
0011381	DELL OPTIPLEX	J8QDJG1	03/11/09	1,061.69
12073	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1YPWCP1	03/02/11	1,023.67
12046	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1Z8WCP1	03/02/11	1,023.67
12019	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1Z9WCP1	03/02/11	1,023.67
0011393	DELL OPTIPLEX	J8QJJG1	03/11/09	1,061.69
0011542	DELL PENTIUM 4 COMPUTER WITH MONITOR	5V2ZQ91	04/05/06	922.89
11534	DELL PENTIUM 4 COMPUTER WITH MONITOR	1V2ZQ91	04/05/06	922.89
12094	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1YXTCP1	03/02/11	1,023.67
12081	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1YSSCP1	03/02/11	1,023.67
12084	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1YTTCP1	03/02/11	1,023.67
12089	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1YVVCP1	03/02/11	1,023.67
11657	DELL OPTIPLEX 755 SFF DUO CORE PROCESSOR	83YV4G1	04/28/08	860.69
0011693	OPTIPLEX 760 PSU	2X7S3J1	02/02/09	1,077.30
12029	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1Z3TCP1	03/02/11	1,023.67
0011388	DELL OPTIPLEX	J8QFJG1	03/11/09	1,061.69
11386	DELL OPTIPLEX	J8R4JG1	03/11/09	1,061.69
0011387	DELL OPTIPLEX	J8R2JG1	03/11/09	1,061.69
0011640	OPTIPLEX DUO CORE PROCESSOR	9M96NF1	02/20/08	1,084.53
0011576	DELL PENTIUM 4 COMPUTER WITH MONITOR	8HQ3R91	04/05/06	922.89
11521	DELL PENTIUM 4 COMPUTER WITH MONITOR	CP2ZQ91	04/05/06	922.89
	DELL OPTIPLEX	J8R5JG1	03/11/09	1,061.69
0011385	DELL OPTIPLEX	J8QHJG1	03/11/09	1,061.69
	DELL OPTIPLEX COMPUTER	1TB1SH1	12/15/08	1,043.35
11380	DELL OPTIPLEX	J8R7JG1	03/11/09	1,061.69
0011689	DELL OPTIPLEX COMPUTER	JSB1SH1	12/15/08	1,043.35
12051	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1YYTCP1	03/02/11	1,023.67
12044	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1Z8TCP1	03/02/11	1,023.67
0011694		5X7S3J1	02/02/09	1,077.30
	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1Z0TCP1	03/02/11	1,023.67
12025	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1Z1WCP1	03/02/11	1,023.67
12095	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1YXVCP1	03/02/11	1,023.67
12047	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1Z9TCP1	03/02/11	1,023.67

12075	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1YQTCP1	03/02/11	1,023.67
12023	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1Z1TCP1	03/02/11	1,023.67
13271	DELL OPTIPLEX 780 SFF, QUAD CORE PR	CXC5ZQ1	08/02/11	1,115.25
10936	DELL OPTIPLEX 760 SFF, DUO CORE PRO	FVZZLL1	12/20/09	1,044.14
10935	DELL OPTIPLEX 760 SFF, DUO CORE PRO	DVZZLL1	12/20/09	1,044.14
12077	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1YQWCP1	03/02/11	1,023.67
12074	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1YQSCP1	03/02/11	1,023.67
11651	DELL OPTIPLEX 780 SFF, QUAD CORE PR	CTMCPM1	9/9/2010	1,276.54
11986	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1D4QDQ1	04/21/11	1,411.50
12045	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1Z8VCP1	03/02/11	1,023.67
11990	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1D1SDQ1	04/21/11	1,411.50
13272	DELL OPTIPLEX 780 SFF, QUAD CORE PR	CXC3ZQ1	08/02/11	1,115.25
12068	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1YNVCP1	03/02/11	1,023.67
12057	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1YKWCP1	03/02/11	1,023.67
11650	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1XQXLM1	07/11/10	1,267.56
12030	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1Z3VCP1	03/02/11	1,023.67
12039	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1Z6VCP1	03/02/11	1,023.67
12028	DELL OPTIPLEX 780 SFF, QUAD CORE PR	1Z2WCP1	03/02/11	1,023.67
16792	OPTIPLEX 9020 SMALL FORM FACTOR	8DPQJ02	04/30/14	1,530.58
11188	DELL OPTIPLEX 760 SFF-DUO CORE PROC	2LB0GK1	10/21/09	1,090.60
10770	PROCESSOR: DELL OPTIPLEX 760 SFF, D	J51N4J1	06/16/09	1,144.06
11187	DELL OPTIPLEX 760 SFF-DUO CORE PROC	2L91GK1	10/21/09	1,090.60

Original to the County	/ Clerk's Office for pla	acement on the B	Board of County Commissioners meeting agend	la for
BOCC Me	eeting Date	*		
WHEREAS, the fo	ollowing inventory	has been (plea	ease mark one):	
LOST SOLD STOLEN	LEASE-PURG RENTAL JUNKED	CHASE [TRANSFERRED CONFISCATED	
From: (DEPARTMENT/LO	OCATION) TULSA CO	OUNTY SHER	RIFF	
To: (DEPARTMENT/Le	OCATION)			
Item Name/Descrip	tion: OLD RADIO	CHARGERS		-
Asset No.: REFER	R TO ATTACHME	NT		
Tag No.: REFER	R TO ATTACHME	NTSerial No	o.: REFER TO ATTACHMENT	
Comments:				
BE IT RESOLVED and in the compute			ne records filed with the Tulsa County Cle	rk,
05241	(5	Initiating Floated C''	Girls of Vision Discotor	
Date		initiating Elected Offi	fficial or Division Director	
Date		Receiving Elected O	Official or Division Director	
Date		Chairman Board of	f County Commissioners	

ASSET	DESCRIPTION	SERIAL/PARCEL	DATE ACQ	ACQ COST
0008006	YAESU RADIO WALKIE-TALKIE W/CHARGER SN 9	9C040176	03/25/93	650.00
0008311	MOTOROLA GANG CHARGER MULTI RAPID MODEL	52006010619	06/03/96	594.00
0008402	MOTOROLA MAINTENANCE CHARGER	M107331	06/28/01	520.00
0009003	MOTOROLA MULTI UNIT CHARGER FOR XTS H/H	WPLN4121BR	02/11/08	575.24
0009004	MOTOROLA MULTI UNIT CHARGER FOR XTS H/H	WPLN4108BR	02/11/08	575.24
10523	MOTOROLA RADIO CHARGER	947932	07/01/09	583.00
10524	MOTOROLA RADIO CHARGER	021259	07/01/09	583.00

TULSA COUNTY

PURCHASING DEPARTMENT

MEMO 3654

VENDOR#:

CC#: 4100 052 0000

DATE: MAY 29, 2019

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: MATNEY M. ELLIS

PURCHASING DIRECTOR

SUBJECT: REQUEST FOR WAIVER OF SOLICITING BIDS OR QUOTES & SOLE SOURCE DESIGNATION TO INTERSTATE PROMOTIONAL DISTRIBUTORS INC DBA INTERSTATE BOOKS4SCHOOL.

THE PURCHASING DEPARTMENT AND THE TULSA CITY-COUNTY HEALTH DEPARTMENT RESPECTFULLY REQUESTS THE BOARD OF COUNTY COMMISSIONERS APPROVE THE ATTACHED "REQUEST FOR WAIVER OF SOLICITING BIDS OR QUOTES" AND SOLE SOURCE DESIGNATION TO INTERSTATE PROMOTIONAL DISTRIBUTORS INC DBA INTERSTATE BOOKS4SCHOOL.

INTERSTATE PROMOTIONAL DISTRIBUTORS, INC. DBA INTERSTATE BOOKS4SCHOOL 201 E. BADGER ROAD MADISON, WI 53713 ATTN: AMY FIELDS

INTERSTATE PROMOTIONAL DISTRIBUTORS INC DBA INTERSTATE BOOKS4SCHOOL IS THE SOLE SOURCE DISTRIBUTOR FOR THEIR PROPRIETARY PUBLISHED PRODUCT.

THIS REQUEST IS RESPECTFULLY SUBMITTED FOR YOUR APPROVAL.

MME/jdf **ATTACHMENT**

ORIGINAL: MICHAEL WILLIS, COUNTY CLERK, FOR THE JUNE 3, 2019 AGENDA.

REQUEST FOR WAIVER OF SOLICITING BIDS OR QUOTES

DATE: MAY 29, 2019

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

DATE

TO THE BOARD OF COUNTY COMMISSIONERS

It is recommended that soliciting bids/quotes be waived on the following request of
PURCHASING DIRECTOR
MATNEY M. ELLIS Semergency
Sole manufacturer (<i>must</i> be documented).
■ Sole supplier (<i>must</i> be documented).
Other products of similar nature are incompatible with existing products.
Purchase of similar products will adversely affect warranty, guarantee or service agreement on existing products.
1
Description:
INTERSTATE PROMOTIONAL DISTRIBUTORS INC DBA INTERSTATE BOOKS4SCHOOL IS THE SOLE SOURCE DISTRIBUTOR FOR THEIR PROPRIETARY PUBLISHED PRODUCT.
INTERSTATE PROMOTIONAL DISTRIBUTORS INC. DBA INTERSTATE BOOKS4SCHOOL 201 E BADGER ROAD MADISON, WI 53713 Attn: Amy Fields
608-277-2407 PHONE 608-277-2410 FAX afields@books4school.com
Waiver of bidding or quoting process is approved.
Waiver of bidding or quoting is <i>not</i> justified. Standard bidding or quoting will be followed.



Tulsa County Purchasing

Sole Source or Sole Brand Acquisition Certification

Date: 05/24/2019

County Department: TULSA CITY-COUNTY HEALTH DEPT.

Supplier Name: INTERSTATE PROMOTIONAL DISTRIBUTORS

Supplier Address: 201 E BADGER RD MADISON WI 53713

Supplier Phone: 608-277-2407

I hereby affirm that pursuant to the provisions of the attached requisition or contract that

INTERSTATE PROMOTIONAL DISTRIBUTORS

(Name of Supplier)

is the only person or business entity singularly qualified to provide the acquisition, and if a product is the only brand or product which is unique, for the following reasons:

INTERSTATE PROMOTIONAL DISTRIBUTORS IS THE ONLY DISTRIBUTOR FOR ALL OF THE BOOK TITLES PURCHASED FOR OUR LITTLE BY LITTLE PROGRAM AND THEY ARE THE SOLE PRODUCERS OF MOST TITLES

The following is a brief description of all efforts which were made to verify that the services or products to be purchased pursuant to the provisions of the attached requisition or contract qualify as a sole source or sole brand acquisition:

WE TRIED HAVING THESE TITLES QUOTED BY OTHER VENDORS AND IT WAS NOT POSSIBLE. AT BEST TEN PERCENT OF THESE TITLES WERE QUOTED BY OTHER DISTRIBUTORS WHO ACQUIRED THEM DIRECT FROM INTERSTATE PROMOTIONAL DISTRIBUTORS.

I understand that the signing of this certification knowing such information to be false may subject me to punishment for perjury.

Bure Dat

Bruce Dart 2019.05.24 14:47:42 -05'00'

(Signature of Certifying Officer)



Interstate Books4School is a division of Interstate Promotional Distributors, Inc.

May 28, 2019

Jessica Freeman **Purchasing Coordinator Tulsa County**

Dear Jessica,

This letter is to confirm that we are requesting a sole source vendor designation because of the high percentage of proprietarily published product that Tulsa Health Little by Little and Tulsa County would like to order.

Interstate Books4School is a leader in providing quality, low-priced books to health, reading and school readiness programs coast to coast.

Please let us know if you need additional information or references.

Sincerely,

Amy Fields

Amy Fields

201 E. Badger Road Madison, WI 53713

> 608.277.2407 608.277.2410 fax



BOOKS4SCHOOL.COM

TULSA COUNTY

VENDOR#: CC# 26995

CC# 2125 111 0000 CMF#

MEMO

PURCHASING DEPARTMENT

DATE: MAY 29, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MATNEY M. ELLIS

PURCHASING DIRECTOR

SUBJECT: REQUEST FOR WAIVER OF SOLICITING BIDS OR QUOTES & SOLE SOURCE DESIGNATION TO VELDSTRA COMMUNICATIONS INC DBA GTW SYSTEMS.

ather

THE PURCHASING DEPARTMENT AND THE TULSA COUNTY HEALTH DEPARTMENT RESPECTFULLY REQUESTS THE BOARD OF COUNTY COMMISSIONERS APPROVE THE ATTACHED "REQUEST FOR WAIVER OF SOLICITING BIDS OR QUOTES" AND SOLE SOURCE DESIGNATION TO VELDSTRA COMMUNICATIONS INC DBA GTW SYSTEMS.

VELDSTRA COMMUNICATIONS INC DBA GTW SYSTEMS 4725 S MEMORIAL DR STE B TULSA OK 74145

GTW SYSTEMS IS THE ORIGINAL INSTALLER OF A CELLULAR TELEPHONE BOOSTER SYSTEM WHICH UTILIZES A SPECIALIZED RADIO FREQUENCY EMPLOYED AT THE TULSA HEALTH DEPARTMENT'S NORTH FACILITY. THEY ARE THE ONLY LOCAL SOURCE FOR UPGRADING AND MAINTENANCE TO THIS SYSTEM.

THIS REQUEST IS RESPECTFULLY SUBMITTED FOR YOUR APPROVAL.

MME/jdf

ATTACHMENT

ORIGINAL: MICHAEL WILLIS, COUNTY CLERK FOR THE JUNE 3, 2019 AGENDA.

REQUEST FOR WAIVER OF SOLICITING BIDS OR QUOTES

DATE: MAY 29, 2019

TO THE BOARD OF COUNTY COMMISSIONERS

It is recommended that soliciting bids/quotes be waived on the following request of TULSA CITY-COUNTY HEALTH DEPARTMENT for the reason(s) stated below. REQUESTING DEPARTMENT

MATNEY M. ELLIS **1** Emergency Sole manufacturer (*must* be documented). Sole supplier (must be documented). 1 Other products of similar nature are incompatible with existing products. Purchase of similar products will adversely affect warranty, guarantee or service agreement on existing products. **Description:**

GTW SYSTEMS IS THE ORIGINAL INSTALLER OF A CELLULAR TELEPHONE BOOSTER SYSTEM WHICH UTILIZES A SPECIALIZED RADIO FREQUENCY EMPLOYED AT THE TULSA HEALTH DEPARTMENT'S NORTH FACILITY. THEY ARE THE ONLY LOCAL SOURCE FOR UPGRADING AND MAINTENANCE TO THIS SYSTEM.

VELDSTRA COMMUNICATIONS INC **DBA GTW SYSTEMS** 4725 S MEMORIAL DR STE B **TULSA OK 74145** 918-294-3000

- Waiver of bidding or quoting process is approved.
- Waiver of bidding or quoting is *not* justified. Standard bidding or quoting will be followed.

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS	S
DATE	



Tulsa County Purchasing

Sole Source or Sole Brand Acquisition Certification

Date:	05/25/2019

County Department: TULSA CITY-COUNTY HEALTH DEPT.

Supplier Name: VELDSTRA COMMUNICATIONS DBA GTW SYSTEMS

Supplier Address: 4725 S MEMORIAL DR STE B TULSA OK 74145

Supplier Phone: <u>918-294-3000</u>

I hereby affirm that pursuant to the provisions of the attached requisition or contract that

VELDSTRA COMMUNICATIONS DBA GTW SYSTEMS (Name of Supplier)

is the only person or business entity singularly qualified to provide the acquisition, and if a product is the only brand or product which is unique, for the following reasons:

GTW SYSTEMS IS THE ORIGINAL INSTALLER OF OUR CELLULAR TELEPHONE BOOSTER SYSTEM WHICH UTILIZES A SPECIALIZED RADIO FREQUENCY SYSTEM THAT WE EMPLOY AT THD'S NORTH REGIONAL HEALTH CENTER. OUR INTERNAL INFORMATION TECHNOLOGY DEPT HAS NOT BEEN ABLE TO SOURCE THE UPGRADES AND MAINTENANCE TO OUR SYSTEM THROUGH ANY OTHER VENDOR

The following is a brief description of all efforts which were made to verify that the services or products to be purchased pursuant to the provisions of the attached requisition or contract qualify as a sole source or sole brand acquisition:

SEVERAL PHONE CALLS TO CELLULAR & IT SERVICE PROVIDERS

I understand that the signing of this certification knowing such information to be false may subject me to punishment for perjury.

Bruce Dart 2019.05.24 14:48:17-05'00'

(Signature of Certifying Officer)

TULSA COUNTY REQUEST FOR PERSONNEL ACTION

Page 1 of 1

Administrative Services

Department

APPOINTMENTS

Regular Provisionary

Part-Time Temporary **SEPARATIONS**

Resignation Retirement
*Discharge Death
*Reduction in Force

End of Temp. Employment

Please write in one of following actions under "nature of action".

PAY CHANGES

Performance Increase Promotion-Demotion Re-classification Salary Adjustment **OTHER**

Leave of Absence Rehire Transfer Lateral Transfer

NAME and ORG, and ACCOUNT	Employee NO.	PRESENT TITLE and JOB TITLE CODE NO.	PRESENT SALARY	NATURE OF ACTION	NEW TITLE and JOB TITLE CODE NO.	GRADE	NEW SALARY	EFFECTIVE DATE
Nelson, Sharon 10001670-505010 Location: 1021	16051	Customer Representative F005	\$3,556.63/mo	End Intermittant FMLA		TULSA COUNTY RECEIVED	2019 MAY 29 PM 4: 28	05/23/2019 DESA OFFER PROPERTY OF THE PROPERT
					MAY 2 9 201 TULSA COUNTY HUMAN RESOURCE	9		

^{*} Separation report required when this action applies to a Board of County Commissioner's employee.

Department Head

5-27-19 Date 5/20 19 Date 19 Hughan Resources Director

TULSA COUNTY REQUEST FOR PERSONNEL ACTION

Please write in one of following actions under "nature of action"

INFORMATION TECHNOLOGY

Department

APPOINTMENTS

Regular (5010)

Probationary (5020)

Part-time (5030)

Hourly (5030)

On Call/Daily (5030)

Temporary/Seasonal (5040)

SEPARATIONS

Resignations*

Retirement

Death

End of Temp. Employment

Reduction in Force*

Discharge*

Did Not Return - FMLA*

PAY CHANGES

Annual Performance Increase

Probationary Increase

Promotion

Re-Classification

Salary Adjustment

Chart Adjustment

Demotion

OTHER

Leave Without Pay

Family Medical Leave (FMLA)

Transfer

Workers' Comp. Leave

Military Leave

Rehire

	EMPLOYEE ID NUMBER	PRESENT TITLE and JOB TITLE CODE NO.	PRESENT SALARY	NATURE OF ACTION (If pay increase show %)	NEW TITLE and JOB TITLE CODE NO.	GRADE	NEW SALARY	EFFECTIVE DATE
NELL, DAVID 0002100-505010	17587	SR PROGRAMMER ANALYST B547	9000	RESIGNATION				6/3/2019
								2019 MAY
							TULSA C	MAY 29
DECEI	VE	\overline{a}					VED	PM 4:
MAY 23 2	2019							28
TULSA COU	NTY JRCES							
MAY 2 3 2 TULSA COU! HUMAN RESOL								NA

*Separation report required for all Board of County Commissioner's employees.

Department Head

DAN PEASE

Form 471 (Rev. 1-01)

			TULSA CO								
Page 1 of 1						T. C. IN	SPECTIO	NS			
								Department			
		Please	write in one of following action	ons under "nature of action".							
PPOINTMENTS		SEPARATIONS		PAY CHAN	IGES		OTHER				
Regular		Resignation Retirement		Performance Ir	ncrease		Leave of A	bsence			
Provisionary		*Discharge Death		Promotion-De	motion		Rehi	re			
Part-Time		*Reduction in Force		Re-classifica	ation		Trans	ifer			
Temporary		End of Temp. Employment		Salary Adjustment		Lateral T	ransfer				
		PRESENT TITLE		NATURE	NEW TITLE /						
NAME and	Employee	and JOB	PRESENT	OF	JOB TITLE		NEW	EFFECTIVE			
RG. and ACCOUNT	NO.	TITLE CODE NO.	SALARY	ACTION	CODE NO.	GRADE	SALARY	DATE			
Justin Keeter		BUILDING INSPECTOR	2913.97	Resignation		60		05/23/2019			
05010 - 505020		C313									
							(O)	2019 MAY			
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							m Cm	2 2			
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Separation report req	uired when th	is action applies to a Board of Cou	nty Commissioner's employe	€							
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X	121	1) LL 51.	23 12019	21/4/19	× 10	thi	V	MAWO			

MICHAEL WILLIS TULSA COUNTY CLERK

Page 1 of 2

Tulsa County Park Department

2019 MAY 29 PM 4: 28

Department

APPOINTMENTS

Temporary

Regular Provisionary Part-Time

SEPARATIONS

Resignation Retirement *Discharge Death

*Reduction in Force End of Temp. Employment Please write in one of following actions under "nature of action".

PAY CHANGES Performance Increase

Re-classification Salary Adjustment

OTHER STATE OF UKLAHOMA TULSA COUNTY RECEIVED

Leave of Absence Rehire Transfer Lateral Transfer

1000		PRESENT TITLE		NATURE	NEW TITLE and			
NAME and	Employee	and JOB	PRESENT	OF	JOB TITLE		NEW	EFFECTIVE
ORG. and ACCOUNT	NO.	TITLE CODE NO.	SALARY	ACTION	CODE NO.	GRADE	SALARY	DATE
Bartel, Scott	17545	Rec. Ldr. II	\$2,194.52	Return from FMLA w/pay		40		5/28/19
10002575-505010		S. County - 1226						
		E145	Į.			1		ì
	1							Ì
						1		
Hackler, Luke			1	Seasonal	Lifeguard	A	\$9.25	05/29/19
10002575-505040		1			S. County - 1236		!	
					E257			
)					1		
December Madeline		1		0	Lifeannand		¢0.25	05/20/40
Brown, Madeline		1		Seasonal	Lifeguard	Α	\$9.25	05/29/19
10002575-505040		ì			S. County - 1236 E257	ì		
					E257	ł		
						!		
Pearson, Theodore		1		Seasonal	Lifeguard	A	\$9.25	05/29/19
10002575-505040				Codoma	La Fortune - 1234	· · ·	40.20	1
, , , , , , , , , , , , , , , , , , , ,					E257	ł		
		1				}		
		1						
Fitzgibbon, Serenity	17954		1	Seasonal-Rehire	Lifeguard	A	\$9.25	05/29/19
10002575-505040					La Fortune - 1234	1		
					E257	1		
		1			1	111		1)
					/		n / n	1/
		71				V///		<i>y</i>

5/29/2019 Department Head

Tulsa County Park Department THE CA POLINITY OF FOR

Department

Please write in one of following actions under "nature of action".

APPOINTMENTS

Regular Provisionary Part-Time Temporary

Department Head

SEPARATIONS

Resignation Retirement *Discharge Death *Reduction in Force End of Temp. Employment **PAY CHANGES**

Performance Increase Promotion-Demotion Re-classification Salary Adjustment

OTHER

2019 MAY 29 PM 4: 28 Rehire

TULUN VUUNTI ULLIN

Transfer

Lateral Transfer

					STATE O	E / W. W. C.	1.60	
NAME and ORG. and ACCOUNT	Employee NO.	PRESENT TITLE and JOB TITLE CODE NO.	PRESENT SALARY	NATURE OF ACTION	JOB TITLE CODE NO.	A COUNTY CEGRADE	NEW SALARY	EFFECTIVE DATE
Duncan, Hillary 10002575-505030	15039			Part-Time	PT Mtce. Wrkr O'Brien - 1235 H222	A	\$10.00	5/30/2019
Williamson, Hannah 10002575-505040				Seasonal	Camp Counselor S. County - 1236 E372	A	\$8.00	05/29/19
Bauer, Corina 10002575-505040	17381			Seasonal	Lifeguard La Fortune - 1234 E257	A	\$9.25	05/29/19
Koss, Joseph 10002575-505040	17827	Umpire Chandler - 1222 E535	\$15.00	Workers Comp		A		05/10/19
* Separation report required when the	nis action applie	s to a Board of County Commiss 5/29/2019		5/29/19	a	all	Mars	

^{*} Separation report required when this action applies to a Board of County Commissioner's employee.

TULSA COUNTY REQUEST FOR PERSONNEL ACTION

Page 1 of 1

APPOINTMENTS

Regular

Probationary

Part-Time

Temporary

JUVENILE BUREAU

2019 MAY 20

Department

Please write in one of following actions under "nature of action".

SEPARATIONS

Resignation Retirement *Discharge Death

*Reduction in Force

End of Temp. Employment

PAY CHANGES

Performance Increase STATE OF OKLAHOMA TULSA COUNTY

Promotion-Demotion Re-classification

Salary Adjustment

OTHER

Leave of Absence

Rehire Transfer

Lateral Transfer

On-Call								
NAME and ORG. and ACCOUNT	EMPLOYEE NO.	PRESENT TITLE and JOB TITLE CODE NO.	PRESENT SALARY	NATURE OF ACTION	NEW TITLE and JOB TITLE CODE NO.	GRADE	NEW SALARY	EFFECTIVE DATE
Taylor, Anthony 10003725-505010	10438	JB Training Coordinator B369		Temporary Additional Duties				05/24/2019
Brown, Rosemary 10003725-505010	16523 Loc # 7001	Chief Financial Officer A499	6096.98	Temporary Additional Duties			6,706.68	06/01/2019
Jones, Justin 10003725-505010	15938 Loc # 7001	Director A001	8326.54	FMLA with Pay				05/24/2019
Strickland, Kimberely 10003750-505010	15152 Loc # 7002	Probation Counselor B185	3251.62	FMLA with without pay				05/21/2019
					MAY 2 9 2019			
1 2					TULSA COUNTY HUMAN RESOURCES			

Separation report required when this action applies to a Board of County Commissioner's employee.

Department Head

May 28, 2019

Date

Tulsa City-County Health Department Agreements For BOCC Approval on June 3, 2019

Contract No.	Contractor	Description	Contract Period	Amount	CMF#
7-02	YWCA Immigrant & Refugee Services	Interpreter Services	2/06/19-2/05/20	\$50.00/hr.	
26-05	Oklahoma City- County Health Department	ESSENCE system tech support ESSENCE system upgrade (50% of cost)	05/01/19-04/30/20	\$50/hr (\$1,000 Max.) \$15,000.00 Max	

TULSA COUNTY REQUEST FOR PERSONNEL ACTION Tulsa City-County Health Department

Page 1 of 1

APPOINTMENTS - New Hire (RFT) - New Hire (RPT) -

Please write in one of the following actions under "nature of action"

SEPARATIONS - Resignation - Retirement - End of

Temporary Assignment - Termination - Death - Reduction

OTHER - LOA - Lateral Transfer - PDIP - LWOP - FMLA/LWOP - Org Change - Probationary

T/H - Rehire - Reclassificat			in Force				Increase			
ORG. and ACCT. No.	SS# / COUNTY ID#	PRESENT TITLE & JOB CODE NO.	MONTHLY	NATURE OF ACTION	NEW TITLE & JOB CODE NO.	GRADE	MONTHLY	EFFECTIVE DATE		
Splawn, James T. 41507025-505010	#12064	Supervisor, Environmental Field #1422	4,801.28	Salary adjustment; PDIP #3. (\$70.84/Month Increase)	same	14	4,872.12	5/1/2019		
Flint, Sylvia 41507505-505010	#18210	Navigator #6032	2,333.34	Salary adjustment; end of probation. (2% Increase)	same	6	2,380.01	6/1/2019		
Austin, Trina 41507505-505010	#18207	Navigator #6032	2,333.34	Salary adjustment; end of probation. (2% Increase)	same	6	2,380.01	6/1/2019		
Lopez-Gomez, Maria 41507400-505010	#18152	WIC Breastfeeding PC #7013	13.00/Hr.	Reclassification; job title, grade & salary change. Change org from 41507404 to 41507400.	Clerk, WIC #6005	6	2,400.00	6/1/2019		
Chicas, Stephanie 41507450-505010	#17885	Specialist, Health Education #1105	3,473.80	Resignation; remove from payroll.				6/4/2019		
Clark, Lindsey 41507450-505010	#15704	Specialist, Health Education #1205	20.05/Hr.	End of Temporary Assignment; remove from payroll.				6/14/2019		
					,					
	1			1	1	1	I			

^{*} Separation report required when this action applies to a Board of County Commissioner's employee.

Bruce Dart, Executive Director

5/31/2019

Form 471 (Rev. 04/2017)



James O. Goodwin Health Center

May 31, 2019

Commissioner Karen Keith, Chairman Board of County Commissioners of Tulsa County Ray Jordan Tulsa County Administration Building 500 S. Denver Avenue Tulsa, OK 74103

Please accept and file Tulsa City-County Health Department's travel/training and actions with the County Clerk's Office for the *June 3, 2019* Board of County Commissioners' Meeting.

Karla Hutton and Michael Meador to attend "NEHA Annual Education Conference & Exhibition" on July 8-12, 2019 in Nashville, TN at an estimated cost of \$4,496.00.

*Deedra Bryant to take the following courses; "Mathematics Concepts" and "World Regional Geography", Tulsa Community College, Summer 2019, at an estimated cost of \$905.00.

*Melissa Guillen to take the following course; "Finance", Oklahoma State University, Summer 2019, at an estimated cost of \$1,718.59.

*Isaiah Persson to take the following course; "Non-parametric Data Analyses", Oklahoma State University, Summer 2019, at an estimated cost of \$1,383.50.

Sincerely,

Bruce Dart, Executive Director

cc:

Ron Peters, Commissioner Stan Sallee, Commissioner

*Tulsa City-County Health Department Tuition Reimbursement

ORIGINAL: MICHAEL WILLIS FOR THE June 3, 2019 BOCC AGENDA.

BOCC Meeting Date 6/3/2019

Tulsa County Clerk
Purchase Orders

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Department	Project	Org	PO#	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
10001175								
INSURANCE & CLAIMS Department Total		10001175 10001175	1920571	505892	LEGAL SERVICES	ATKINSON, HASKINS, N	64151	17,750.48 17,750.48
10001400								
COUNTY EXTENSION CENTER	1	10001400	1901587	505203	MILEAGE REIMB-IN COUNTY	BONICELLI, MICHELLE	040319- 043019	112.00
COUNTY EXTENSION CENTER	1	10001400	1914844	505204	TRAVEL-OUT OF COUNTY	BONICELLI, MICHELLE	041019	88.30
COUNTY EXTENSION CENTER	1	10001400	1919608	607071	DATA PROCESSING EQUIPMENT	DCI COMMUNICATIONS	615569	1,609.55
COUNTY EXTENSION CENTER	1	10001400	1920039	505204	TRAVEL-OUT OF COUNTY	BONICELLI, MICHELLE	052019	360.10
Department Total	1	10001400						2,169.95
10001475								
DISTRICT ATTORNEY-CNTY PORTION	1	10001475	1920279	505823	LAW BOOKS	WEST PUBLISHING CORP	840207329	836.00
DISTRICT ATTORNEY-CNTY PORTION	1	10001475	1920279	505823	LAW BOOKS	WEST PUBLISHING CORP	840198080	883.00
Department Total	1	10001475						1,719.00
10001550								
HUMAN RESOURCES	1	10001550	1917239	505204	TRAVEL-OUT OF COUNTY	HADDOCK, SAVANNAH	050719- 051019	637.50
HUMAN RESOURCES	1	10001550	1920220	607071	DATA PROCESSING EQUIPMENT	CDW LLC	SGM6833	1,608.00
HUMAN RESOURCES	1	10001550	1920220	505670	MISCELLANEOUS EXPENSE	CDW LLC	SDH6480	27.33
Department Total	1	10001550						2,272.83
10001575								
SAFETY & EDUCATION	1	10001575	1922013	505940	TRAINING	FISHER, LESLIE	SPRING- 2019	244.23
SAFETY & EDUCATION	1	10001575	1922133	505204	TRAVEL-OUT OF COUNTY	ROBINSON, MITCHELL	060819- 061219	365.30

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	Department	Project	Org	PO#	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
S	SAFETY & EDUCATION		10001575	1922186	505940	TRAINING	DARR, ANDREA	SPRING- 2019	244.23
	Department Total		10001575						853.76
1	0001670								
Α	DMINISTRATIVE SERVICES		10001670	1901412	505855	EQUIP SERVICE AGREEMENTS	UNITED STATES CELL	0309558351	28.43
Α	ADMINISTRATIVE SERVICES		10001670	1916835	505551	POSTAGE	UNITED PARCEL SERVIC	00007E668E 209	126.01
A	DMINISTRATIVE SERVICES		10001670	1921953	505739	OFFICE SUPPLIES	OMECORP LLC	228484	301.00
	Department Total		10001670						455.44
1	0001850								
Е	BLDG OPS ADMIN		10001850	1905343	505859	OTHER SERVICES	STEARMAN, STEVEN	6122	1,295.00
Е	BLDG OPS ADMIN		10001850	1911599	505859	OTHER SERVICES	DYSON LIFE SAFETY	R-14985	34.95
Е	BLDG OPS ADMIN		10001850	1911602	505859	OTHER SERVICES	DYSON LIFE SAFETY	R-15005	34.95
Е	BLDG OPS ADMIN		10001850	1914079	505859	OTHER SERVICES	COXCOM INC	001-6311- 072199901	192.86
В	BLDG OPS ADMIN		10001850	1914922	505859	OTHER SERVICES	AMERICAN SERVICES IN	0039164-IN	75.00
	Department Total		10001850						1,632.76
1	0001900								
J	ANITORIAL		10001900	1922053	505760	JANITORIAL SUPPLIES	OFFICE DEPOT INC	31739242000 1	1,357.60
	Department Total		10001900						1,357.60
1	0001925								
Е	BLDG MAINTENANCE		10001925	1915987	505539	BLDGS & GROUNDS MAINTENANCE	TRANE US INC	6188169	172.77
Е	BLDG MAINTENANCE		10001925	1915987	505539	BLDGS & GROUNDS MAINTENANCE	TRANE US INC	6261852	446.82
Е	BLDG MAINTENANCE		10001925	1915987	505539	BLDGS & GROUNDS MAINTENANCE	TRANE US INC	6203627	976.25
E	BLDG MAINTENANCE		10001925	1918798	505539	BLDGS & GROUNDS MAINTENANCE	EMERGENCY POWER SYST	19-016184	2,283.33

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Department	Project	Org	PO#	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
BLDG MAINTENANCE		10001925	1919040	505539	BLDGS & GROUNDS MAINTENANCE	HOME DEPOT PRO	484819222	176.72
BLDG MAINTENANCE	BO9P1	10001925	1920045	505539	BLDGS & GROUNDS MAINTENANCE	MAC FIRE SYSTEMS	145118	1,000.00
BLDG MAINTENANCE	BO9P1	10001925	1920045	505539	BLDGS & GROUNDS MAINTENANCE	MAC FIRE SYSTEMS	144310	1,350.00
BLDG MAINTENANCE		10001925	1921230	505539	BLDGS & GROUNDS MAINTENANCE	VOSS LIGHTING	30181951-01	47.07
BLDG MAINTENANCE		10001925	1921230	505539	BLDGS & GROUNDS MAINTENANCE	VOSS LIGHTING	30181951-00	264.30
BLDG MAINTENANCE		10001925	1921356	505539	BLDGS & GROUNDS MAINTENANCE	SMITH GARDEN EQUIPME	CM-844197	-150.61
BLDG MAINTENANCE		10001925	1921356	505539	BLDGS & GROUNDS MAINTENANCE	SMITH GARDEN EQUIPME	842552	298.58
BLDG MAINTENANCE		10001925	1921941	505539	BLDGS & GROUNDS MAINTENANCE	SMITH GARDEN EQUIPME	844198	150.61
BLDG MAINTENANCE		10001925	1922146	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN SERVICES IN	0039157-IN	1,000.00
Department Total		10001925						8,015.84
10001930								
BLDG MAINT TC HQ BUILDING		10001930	1922049	505539	BLDGS & GROUNDS MAINTENANCE	LIBERTY OCCUPATIONAL	6331	1,230.00
BLDG MAINT TC HQ BUILDING		10001930	1922054	505760	JANITORIAL SUPPLIES	OFFICE DEPOT INC	31739293000 1	446.30
Department Total		10001930						1,676.30
10002000								
IT GENERAL		10002000	1919050	505969	UTILITY SERVICES	COXCOM INC	001-6311- 068325201	4,363.59
IT GENERAL		10002000	1919053	505969	UTILITY SERVICES	COXCOM INC	001-6311- 066352101	130.00
IT GENERAL		10002000	1919057	505816	APPARATUS SERVICE & SUPPLIES	ANSWERING CONNEC	61519	101.83
IT GENERAL		10002000	1921610	505940	TRAINING	AMAZON.COM LLC	45953363474 5	47.47
IT GENERAL		10002000	1921998	505566	NON-CAPITAL HARDWARE	DCI COMMUNICATIONS	615579	159.35
Department Total		10002000						4,802.24

6/3/2019

Tulsa County Clerk
Purchase Orders

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Department	Project	Org	PO#	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
10002575								
PARK OPERATIONS-GENERAL		10002575	1916871	505969	UTILITY SERVICES	ONEOK INC	211054098- 1744682-09	106.41
PARK OPERATIONS-GENERAL		10002575	1916871	505969	UTILITY SERVICES	ONEOK INC	210055381- 1054713-00	136.23
PARK OPERATIONS-GENERAL		10002575	1916901	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	953-760-203- 0-1	64.15
PARK OPERATIONS-GENERAL		10002575	1916901	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	951-260-203- 0-4	183.03
PARK OPERATIONS-GENERAL		10002575	1918596	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	952-470-939- 0-9	10.89
PARK OPERATIONS-GENERAL		10002575	1918596	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	959-650-203- 0-8	78.46
PARK OPERATIONS-GENERAL		10002575	1918596	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	956-535-103- 0-5	181.64
PARK OPERATIONS-GENERAL		10002575	1918596	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	959-960-203- 0-1	264.66
PARK OPERATIONS-GENERAL		10002575	1918645	505969	UTILITY SERVICES	CITY OF TULSA	1053-1453-8	28.40
PARK OPERATIONS-GENERAL		10002575	1920835	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	950-660-203- 0-6	34.16
PARK OPERATIONS-GENERAL		10002575	1920835	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	952-208-814- 0-3	39.57
PARK OPERATIONS-GENERAL		10002575	1920835	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	955-950-203- 0-6	198.27
PARK OPERATIONS-GENERAL		10002575	1920835	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	957-603-974- 1-4	287.94
PARK OPERATIONS-GENERAL		10002575	1920835	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	956-182-320- 0-3	1,703.07
PARK OPERATIONS-GENERAL		10002575	1920836	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	958-355-103- 0-6	46.40
PARK OPERATIONS-GENERAL		10002575	1920836	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	954-035-103- 0-8	91.15
PARK OPERATIONS-GENERAL		10002575	1920836	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	954-360-203- 0-9	137.93
PARK OPERATIONS-GENERAL		10002575	1920836	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	959-280-203- 0-4	322.69
PARK OPERATIONS-GENERAL		10002575	1920836	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	953-944-690- 0-1	405.16

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Department	Project	Org	PO#	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
·	0,000	J		-				
PARK OPERATIONS-GENERAL		10002575	1920837	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	955-558-665- 0-8	695.72
PARK OPERATIONS-GENERAL		10002575	1920839	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	953-122-904- 2-2	798.62
PARK OPERATIONS-GENERAL		10002575	1920840	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	952-170-203- 0-4	2,625.36
PARK OPERATIONS-GENERAL		10002575	1920863	505969	UTILITY SERVICES	CITY OF TULSA	1060-9397-4	607.90
PARK OPERATIONS-GENERAL		10002575	1921701	505969	UTILITY SERVICES	ONEOK INC	210081334- 1078368-09	135.16
PARK OPERATIONS-GENERAL		10002575	1921701	505969	UTILITY SERVICES	ONEOK INC	210052754- 1743647-82	175.02
Department Total		10002575						9,357.99
10002750								
REMEDIAL AID		10002750	1921956	506030	BURIAL FOR THE POOR	MOORE FUNERAL HOME	KAVADAS- DAVID- SHELLY	190.00
REMEDIAL AID		10002750	1922040	506030	BURIAL FOR THE POOR	MOORE FUNERAL HOME I	SHOEMAKE R-BILL	190.00
REMEDIAL AID		10002750	1922078	506030	BURIAL FOR THE POOR	KENNEDY SERVICE GROU	SALYER- GLEN-DALE	190.00
Department Total		10002750						570.00
10002800								
EMERGENCY SHELTER		10002800	1920327	505525	EQUIP REPAIR & MAINTENANCE	MCINTOSH CORPORATION	950005238	1,589.00
EMERGENCY SHELTER		10002800	1920607	506100	EMER SHELTER RESIDENT CARE	ADVANCED INDUSTRIAL	251490BO	25.88
EMERGENCY SHELTER		10002800	1920607	506100	EMER SHELTER RESIDENT CARE	ADVANCED INDUSTRIAL	251490	129.40
EMERGENCY SHELTER		10002800	1921720	506100	EMER SHELTER RESIDENT CARE	AMAZON.COM LLC	47355493676 9	28.32
Department Total		10002800						1,772.60
10002875								
PHARMACY		10002875	1920464	506170	PHARMACY SUPPLIES	AMERISOURCEBERGEN	CM- 592171051	-5.03
PHARMACY		10002875	1920464	506170	PHARMACY SUPPLIES	AMERISOURCEBERGEN	953007929	738.82
PHARMACY		10002875	1920466	506170	PHARMACY SUPPLIES	AMERISOURCEBERGEN	953757911	583.08

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Department	Project	Org	PO#	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
PHARMACY		10002875	1922113	506170	PHARMACY SUPPLIES	AMERISOURCEBERGEN	953989442	17.18
PHARMACY		10002875	1922113	506170	PHARMACY SUPPLIES	AMERISOURCEBERGEN	953989441	957.60
Department Total		10002875						2,291.65
10002925								
ELECT STAFF		10002925	1916090	505889	PROFESSIONAL & TECH SERVICES	GUARDIAN SECURITY SY	000042981- JUNE-2019	91.90
ELECT STAFF		10002925	1920313	505889	PROFESSIONAL & TECH SERVICES	GUARDIAN SECURITY SY	000042981- APR19LABO R	104.00
Department Total		10002925						195.90
10002950								
COUNTY TREASURER		10002950	1921997	505849	OPERATING SUPPLIES	TULSA COFFEE SERVICE	730154	137.94
Department Total		10002950						137.94
10003150								
COUNTY ASSESSOR		10003150	1921257	505904	OFFI EQUIP & FURN-RENT & LEA	QUILL CORPORATION	CM-7186619- 589926	-25.00
COUNTY ASSESSOR		10003150	1921257	505904	OFFI EQUIP & FURN-RENT & LEA	QUILL CORPORATION	7186619	285.99
COUNTY ASSESSOR		10003150	1921834	505580	EQUIP LEASE-PURCHASE COST	STANDLEY SYSTEMS LLC	INV983036	392.35
COUNTY ASSESSOR		10003150	1921834	505590	OPER SUPPLIES&MAINT-EQUIP	STANDLEY SYSTEMS LLC	INV983036	279.91
Department Total		10003150						933.25
10003600								
SHERIFF'S DEPT-GENERAL FUND		10003600	1909620	505204	TRAVEL-OUT OF COUNTY	SPEARS WORLD TRAVEL	1532918	408.50
SHERIFF'S DEPT-GENERAL FUND		10003600	1917031	505552	TELEPHONE SERVICE	CELLCO PARTNERSHIP	923378603- 00001	7,514.43
SHERIFF'S DEPT-GENERAL FUND		10003600	1918189	505969	UTILITY SERVICES	ONEOK INC	210098280- 1014087-00	57.27
SHERIFF'S DEPT-GENERAL FUND		10003600	1918198	505552	TELEPHONE SERVICE	SOUTHWESTERN BELL	918-592-6384 -363-2	393.36
SHERIFF'S DEPT-GENERAL FUND		10003600	1921095	505849	OPERATING SUPPLIES	BAYSINGER POLICE	1025082	45.58
SHERIFF'S DEPT-GENERAL FUND		10003600	1921739	505892	LEGAL SERVICES	WOOD PUHL & WOOD PL	i-0001563	875.00

TCAP001 BOCC Meeting Date 6/3/2019

Tulsa County Clerk Purchase Orders

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TULSA COUNTY

Department	Project Org	PO#	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
SHERIFF'S DEPT-GENERAL FUND	10003600	1921822	505204	TRAVEL-OUT OF COUNTY	HOLLAND, PAUL	051519- 051819	213.50
SHERIFF'S DEPT-GENERAL FUND	10003600	1921840	505892	LEGAL SERVICES	WOOD PUHL & WOOD PL	I-0001594	7,075.00
SHERIFF'S DEPT-GENERAL FUND	10003600	1921841	505892	LEGAL SERVICES	WOOD PUHL & WOOD PL	I-0001567	250.00
SHERIFF'S DEPT-GENERAL FUND	10003600	1921842	505892	LEGAL SERVICES	WOOD PUHL & WOOD PL	I-0001593	270.00
SHERIFF'S DEPT-GENERAL FUND	10003600	1921843	505892	LEGAL SERVICES	WOOD PUHL & WOOD PL	I-0001565	225.00
Department Total	10003600)					17,327.64
10003655							
COURT SERVICES	1000365	5 1919868	505906	MONITORS	BI INCORPORATED	CM- CR00000179 34	-630.00
COURT SERVICES	1000365	5 1919868	505906	MONITORS	BI INCORPORATED	1137766	300.00
COURT SERVICES	1000365	5 1919868	505906	MONITORS	BI INCORPORATED	1138493	13,698.85
COURT SERVICES	1000365	5 1921317	505849	OPERATING SUPPLIES	OKLAHOMA TURNPIKE	20190400613	18.00
COURT SERVICES	1000365	5 1922019	505940	TRAINING	JENKINS, JUSTIN	042519- PARKING- REIMB	22.86
Department Total	1000365	5					13,409.71
20101600							
COBRA COUNTY	20101600	1914914	505181	EMPLOYEE INSURANCE - COBRA	DELTA DENTAL OF OKLA	1214454	2.00
COBRA COUNTY	20101600	1914914	505181	EMPLOYEE INSURANCE - COBRA	DELTA DENTAL OF OKLA	1224845	2.00
COBRA COUNTY	20101600	1914914	505181	EMPLOYEE INSURANCE - COBRA	DELTA DENTAL OF OKLA	1214453	6.00
COBRA COUNTY	20101600	1914914	505181	EMPLOYEE INSURANCE - COBRA	DELTA DENTAL OF OKLA	1224844	9.00
COBRA COUNTY	20101600	1919636	505181	EMPLOYEE INSURANCE - COBRA	VISION SERVICE PLAN	JUNE-2019	65.25
COBRA COUNTY	20101600	1919636	505181	EMPLOYEE INSURANCE - COBRA	VISION SERVICE PLAN	MAY-2019	75.91
Department Total	20101600)					160.16
20202585							
PARK OPERATIONS	2020258	5 1906886	505969	UTILITY SERVICES	ONEOK INC	211101262- 2185900-18	51.74

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	-	_	DO #					
Department	Project	Org	PO#	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
PARK OPERATIONS	2	20202585	1906886	505969	UTILITY SERVICES	ONEOK INC	210036581- 2526825-18	102.14
PARK OPERATIONS	2	20202585	1914634	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN SERVICES IN	0038960-IN	5.00
PARK OPERATIONS	2	20202585	1914634	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN SERVICES IN	0038953-IN	10.00
PARK OPERATIONS	2	20202585	1914634	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN SERVICES IN	0039115-IN	10.00
PARK OPERATIONS	2	20202585	1914634	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN SERVICES IN	0038958-IN	19.00
PARK OPERATIONS	2	20202585	1914634	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN SERVICES IN	0038959-IN	19.00
PARK OPERATIONS	2	20202585	1914634	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN SERVICES IN	0039128-IN	19.00
PARK OPERATIONS	2	20202585	1914634	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN SERVICES IN	0038867-IN	20.00
PARK OPERATIONS	2	20202585	1914634	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN SERVICES IN	0038957-IN	20.00
PARK OPERATIONS	2	20202585	1914634	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN SERVICES IN	0039114-IN	38.00
PARK OPERATIONS	2	20202585	1914634	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN SERVICES IN	0038952-IN	40.00
PARK OPERATIONS	2	20202585	1918636	505969	UTILITY SERVICES	CITY OF GLENPOOL	03-080900-01	58.35
PARK OPERATIONS	2	20202585	1918636	505969	UTILITY SERVICES	CITY OF GLENPOOL	03-080800-01	76.25
PARK OPERATIONS	2	20202585	1919331	505539	BLDGS & GROUNDS MAINTENANCE	DAVCO MECHANICAL	44818	6,000.00
PARK OPERATIONS	2	20202585	1920043	505539	BLDGS & GROUNDS MAINTENANCE	LOWES	999048	813.69
PARK OPERATIONS	2	20202585	1920346	505543	HAIKEY SOFTBALL	ADVANCED INDUSTRIAL	251384	53.65
PARK OPERATIONS	2	20202585	1920351	505542	SPECIAL EVENTS - PARKS	OFFICE DEPOT INC	30687573200 1	83.76
PARK OPERATIONS	2	20202585	1920688	505539	BLDGS & GROUNDS MAINTENANCE	CINTAS CORPORATION	063257063	10.53
PARK OPERATIONS	2	20202585	1920688	505539	BLDGS & GROUNDS MAINTENANCE	CINTAS CORPORATION	063260152	10.53
PARK OPERATIONS	2	20202585	1920688	505539	BLDGS & GROUNDS MAINTENANCE	CINTAS CORPORATION	063263309	10.53
PARK OPERATIONS	2	20202585	1920688	505539	BLDGS & GROUNDS MAINTENANCE	CINTAS CORPORATION	063258398	25.17

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PARK OPERATIONS	2020258	5 1920688	505539	BLDGS & GROUNDS MAINTENANCE	CINTAS CORPORATION	063261511	25.17
PARK OPERATIONS	2020258	1920688	505539	BLDGS & GROUNDS MAINTENANCE	CINTAS CORPORATION	063264666	25.17
PARK OPERATIONS	2020258	1920688	505539	BLDGS & GROUNDS MAINTENANCE	CINTAS CORPORATION	063258953	40.34
PARK OPERATIONS	2020258	1920688	505539	BLDGS & GROUNDS MAINTENANCE	CINTAS CORPORATION	063262068	40.34
PARK OPERATIONS	2020258	1920688	505539	BLDGS & GROUNDS MAINTENANCE	CINTAS CORPORATION	063257119	52.71
PARK OPERATIONS	2020258	1920688	505539	BLDGS & GROUNDS MAINTENANCE	CINTAS CORPORATION	063258061	62.12
PARK OPERATIONS	2020258	1920688	505539	BLDGS & GROUNDS MAINTENANCE	CINTAS CORPORATION	063261174	62.12
PARK OPERATIONS	2020258	1920688	505539	BLDGS & GROUNDS MAINTENANCE	CINTAS CORPORATION	063264332	62.12
PARK OPERATIONS	2020258	1920688	505539	BLDGS & GROUNDS MAINTENANCE	CINTAS CORPORATION	063261175	64.69
PARK OPERATIONS	2020258	1920688	505539	BLDGS & GROUNDS MAINTENANCE	CINTAS CORPORATION	063258062	156.14
PARK OPERATIONS	2020258	1920856	505969	UTILITY SERVICES	ONEOK INC	210036581- 1039777-73	127.31
PARK OPERATIONS	2020258	5 1921104	505539	BLDGS & GROUNDS MAINTENANCE	RECREONICS INC	803917	674.08
PARK OPERATIONS	2020258	5 1921104	505969	UTILITY SERVICES	RECREONICS INC	803917	196.04
PARK OPERATIONS	2020258	5 1921113	505539	BLDGS & GROUNDS MAINTENANCE	BRENNTAG SOUTHWEST I	BSW097746	982.60
PARK OPERATIONS	2020258	5 1921457	505539	BLDGS & GROUNDS MAINTENANCE	OFFICE DEPOT INC	31621886100 1	339.75
PARK OPERATIONS	2020258	5 1921497	505539	BLDGS & GROUNDS MAINTENANCE	S & S WORLDWIDE INC	IN100124846	199.88
Department Total	2020258	5					10,606.92
20202600							
GROUNDS & MAINTENANCE	20202600	1915005	505590	OPER SUPPLIES&MAINT-EQUIP	AMERIFLEX HOSE &	332144	71.30
GROUNDS & MAINTENANCE	20202600	1915005	505590	OPER SUPPLIES&MAINT-EQUIP	AMERIFLEX HOSE &	331993	86.29

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GROUNDS & MAINTENANCE Department Total	20202 20202		505541	SOD/SEED	HOLLIDAY SAND & GRAV	1500014397	323.57 481.16
20202625							
HORTICULTURE CONSTRUCTION	20202	625 1901357	505539	BLDGS & GROUNDS MAINTENANCE	ECONOMY LUMBER CO IN	27764	964.07
Department Total	20202	625					964.07
20202650							
LAFORTUNE GOLF COURSE	20202	650 1920428	506175	PURCHASES FOR RESALE- PARKS	BEN E KEITH FOODS	64346945	113.92
LAFORTUNE GOLF COURSE	20202	650 1920428	506175	PURCHASES FOR RESALE- PARKS	BEN E KEITH FOODS	64384351	216.29
LAFORTUNE GOLF COURSE	20202	650 1920428	506175	PURCHASES FOR RESALE- PARKS	BEN E KEITH FOODS	64345373	219.31
LAFORTUNE GOLF COURSE	20202	650 1920428	506175	PURCHASES FOR RESALE- PARKS	BEN E KEITH FOODS	64349618	350.01
LAFORTUNE GOLF COURSE	20202	650 1921797	506175	PURCHASES FOR RESALE- PARKS	BOTTLING GROUP LLC	28392204	629.23
LAFORTUNE GOLF COURSE	20202	650 1921797	506175	PURCHASES FOR RESALE- PARKS	BOTTLING GROUP LLC	31532156	643.57
LAFORTUNE GOLF COURSE	20202	650 1921801	506175	PURCHASES FOR RESALE- PARKS	TULSA BEEF & PROVISI	97493-2019	22.69
LAFORTUNE GOLF COURSE	20202	650 1921801	506175	PURCHASES FOR RESALE- PARKS	TULSA BEEF & PROVISI	97827	251.12
LAFORTUNE GOLF COURSE	20202	650 1921802	506175	PURCHASES FOR RESALE- PARKS	TULSA BEEF & PROVISI	98532-2019	53.90
LAFORTUNE GOLF COURSE	20202	650 1921802	506175	PURCHASES FOR RESALE- PARKS	TULSA BEEF & PROVISI	95351-2019	175.40
Department Total	20202	650					2,675.44
20202675							
SOUTHLAKES GOLF COURSE	20202	675 1920093	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	2075-156577	30.47
SOUTHLAKES GOLF COURSE	20202	675 1920093	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	2075-155330	151.28

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SOUTHLAKES GOLF COURSE		20202675	1921784	505790	PLUMBING PARTS & SUPPLIES	KEELING COMPANY	S3554884- 001	1,901.22
SOUTHLAKES GOLF COURSE		20202675	1921804	506175	PURCHASES FOR RESALE- PARKS	TULSA COFFEE SERVICE	725286-2019	151.88
Department Total		20202675						2,234.85
20354975								
PARKING-NON-COUNTY OWNED		20354975	1920953	505909	RENTALS & LEASES	AMERICAN AUTO PARKS	JUNE-2019	23,019.67
Department Total		20354975					:	23,019.67
20404026								
COURT CLERK		20404026	1920553	505733	FORMS SERVICES	LIBERTY PRESS	45869	1,125.00
Department Total		20404026						1,125.00
21003050								
ASSESSOR VISUAL INSP		21003050	1921834	505580	EQUIP LEASE-PURCHASE COST	STANDLEY SYSTEMS LLC	INV983036	261.57
ASSESSOR VISUAL INSP		21003050	1921834	505590	OPER SUPPLIES&MAINT-EQUIP	STANDLEY SYSTEMS LLC	INV983036	186.61
Department Total		21003050						448.18
22003500								
BOGUS CHECK PROCEEDS		22003500	1920278	505670	MISCELLANEOUS EXPENSE	CDW LLC	SBR8833	205.00
Department Total		22003500						205.00
22504325								
ADULT DRUG COURT		22504325	1921047	506130	OPERATIONAL FUNDS	COMMUNITY SERVICE CO	DRUG-	47,565.32
Department Total		22504325					COURT	47,565.32
22504350								,
MENTAL HEALTH COURT		22504350	1920369	506130	OPERATIONAL FUNDS	COMMUNITY SERVICE CO	APR-2019-	25,532.85
WILNIAL REALIN COURT		ZZ3U433U	1920309	500130	OF EKATIONAL FUNDS	COMMUNITY SERVICE CO	MH-COURT	∠⊍,⊍⊍∠.00
Department Total		22504350					:	25,532.85

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Department	Project	Org	PO#	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
Department	riojeci	Org	FO#	Object	Acci Desc	vendor Name	IIIV INDI	Amount
23003600								
SHERIFF'S DEPT - CASH FUND		23003600	1916113	505940	TRAINING	NATIONAL ASSOCIATION	24091OK	990.00
SHERIFF'S DEPT - CASH FUND	SA13P	23003600	1918053	505855	EQUIP SERVICE AGREEMENTS	AMERICAN SERVICES IN	0039146-IN	50.00
SHERIFF'S DEPT - CASH FUND		23003600	1919929	505849	OPERATING SUPPLIES	A & B ENGRAVING INC	121195	2.697.50
SHERIFF'S DEPT - CASH FUND		23003600	1919931	505849	OPERATING SUPPLIES	DPS PRINTING SER	4847	2,736.00
SHERIFF'S DEPT - CASH FUND		23003600	1921217	505849	OPERATING SUPPLIES	AXON ENTERPRISE	SI-1590882	1,295.00
SHERIFF'S DEPT - CASH FUND		23003600	1921615	505719	MOTOR VEHICLES- MAINTENANCE	MORGAN TIRE & AUTO	183962-A	139.58
SHERIFF'S DEPT - CASH FUND		23003600	1921617	505560	NON-CAPITAL INVENTORY	MULTI SERVICE CORP	3840715	2,014.78
SHERIFF'S DEPT - CASH FUND		23003600	1921823	505855	EQUIP SERVICE AGREEMENTS	SCHINDLER ELEVATOR	7152924334	250.00
Domantina and Tatal		2202200						40 470 00
Department Total		23003600						10,172.86
23003602								
ARM OF LAW		23003602	1914839	505849	OPERATING SUPPLIES	BAYSINGER POLICE	1023950	228.74
Department Total		23003602						228.74
23003603								
SCHOOL RESOURCES OFFICERS		23003603	1921824	505940	TRAINING	NATIONAL ASSOCIATION	24084OK	445.00
Department Total		23003603						445.00
23003607								
		00000007	1000000	505004	TRAVEL OUT OF COUNTY		0.400.14437	225.22
DEPT TREAS FORFEITURES		23003607	1920693	505204	TRAVEL-OUT OF COUNTY	FRATERNAL ORDER OF P	3402-MAY- 2019	205.20
DEPT TREAS FORFEITURES		23003607	1921829	505719	MOTOR VEHICLES- MAINTENANCE	MORGAN TIRE & AUTO	183962	400.00
Department Total		23003607						605.20
23203644								
USER REVENUES - JAIL		23203644	1916693	506082	CONTRACTED SERVICES	ELIOR INC	INV20000478	31.857.99
COLITICE OF THE		20200044	1010000	300002	CONTINUED CERTICE	ELION IIIO	03	01,007.00
Department Total		23203644						31,857.99

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23203647								
USE TAX - JAIL		23203647	1917031	505552	TELEPHONE SERVICE	CELLCO PARTNERSHIP	923378603- 00001	5,009.62
Department Total		23203647						5,009.62
23953595								
TULSA CO JAIL COMMISSARY		23953595	1918151	505849	OPERATING SUPPLIES	IMAGENET CONSULTING	CNIN091450 BMIT	207.80
TULSA CO JAIL COMMISSARY		23953595	1920879	505849	OPERATING SUPPLIES	STANDARD DIST	CM-367647	-158.46
TULSA CO JAIL COMMISSARY		23953595	1920879	505849	OPERATING SUPPLIES	STANDARD DIST	366684	1,108.65
TULSA CO JAIL COMMISSARY		23953595	1920879	505849	OPERATING SUPPLIES	STANDARD DIST	366482	1,173.81
Department Total		23953595						2,331.80
24003325								
COUNTY CLERK RECORDS MGMT		24003325	1922050	505849	OPERATING SUPPLIES	SOUTHERN RUBBER STAM	224146	13.90
Department Total		24003325						13.90
24103350								
COUNTY CLERK LIEN FEES		24103350	1917127	505849	OPERATING SUPPLIES	J D YOUNG	839690	93.90
COUNTY CLERK LIEN FEES		24103350	1920168	505204	TRAVEL-OUT OF COUNTY	OKLAHOMA TURNPIKE	20190400207	8.40
COUNTY CLERK LIEN FEES		24103350	1921670	505567	OFFICE EQUIPMENT-NON- CAPITAL	AMAZON.COM LLC	46698788633 6	409.00
Department Total		24103350						511.30
27004750								
EMERGENCY 911		27004750	1918145	505858	E-911 WIRELESS SERVICE	INDIAN NATIONS COUNC	E-001426	9,747.61
Department Total		27004750						9,747.61
27007525								
CAPITAL PROJECTS	TCMP1	27007525	1910903	505889	PROFESSIONAL & TECH SERVICES	INDIAN NATIONS COUNC	222825	15,000.00
Department Total		27007525			SERVICES			15,000.00

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Department	Project	Org	PO#	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
27007530								
ADA STUDY & REHAB		27007530	1918926	505889	PROFESSIONAL & TECH SERVICES	ACCESSOLOGY TOO LLC	TPD091621Q	9,461.50
Department Total		27007530						9,461.50
30002325								
HIGHWAY CONSTRUCTION DIV		30002325	1911606	505590	OPER SUPPLIES&MAINT-EQUIP	VERITIV OPERATING	012- 60183995	15.12
HIGHWAY CONSTRUCTION DIV		30002325	1913900	505849	OPERATING SUPPLIES	UNITED STATES CELL	0307671716	200.72
HIGHWAY CONSTRUCTION DIV		30002325	1919835	505849	OPERATING SUPPLIES	OKLAHOMA TRAFFIC ENG	2019-12	300.00
HIGHWAY CONSTRUCTION DIV		30002325	1921330	505590	OPER SUPPLIES&MAINT-EQUIP	BEN E KEITH FOODS	64350898	232.88
HIGHWAY CONSTRUCTION DIV		30002325	1921395	505590	OPER SUPPLIES&MAINT-EQUIP	OEM REPLACEMENT	34478	715.00
HIGHWAY CONSTRUCTION DIV		30002325	1921396	505590	OPER SUPPLIES&MAINT-EQUIP	BISHOP LIFTING PROD	TUL- PS141405	442.98
HIGHWAY CONSTRUCTION DIV		30002325	1921504	505590	OPER SUPPLIES&MAINT-EQUIP	OFFICE DEPOT INC	31312924400 1	798.96
HIGHWAY CONSTRUCTION DIV		30002325	1921574	505590	OPER SUPPLIES&MAINT-EQUIP	FRN OF TULSA LLC	3309248	180.69
HIGHWAY CONSTRUCTION DIV		30002325	1921582	505590	OPER SUPPLIES&MAINT-EQUIP	MAC'S HYDRAULIC, INC	37543	315.00
HIGHWAY CONSTRUCTION DIV		30002325	1921722	505590	OPER SUPPLIES&MAINT-EQUIP	G W VAN KEPPEL COMPA	PS0169287-1	48.08
HIGHWAY CONSTRUCTION DIV		30002325	1921940	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	0830-399616	121.60
HIGHWAY CONSTRUCTION DIV		30002325	1921945	505590	OPER SUPPLIES&MAINT-EQUIP	ROBERTS TRUCK CENTER	411183698	55.67
HIGHWAY CONSTRUCTION DIV		30002325	1921946	505590	OPER SUPPLIES&MAINT-EQUIP	TULSA GAS & GEAR LLC	50122217	39.84
HIGHWAY CONSTRUCTION DIV		30002325	1921947	505590	OPER SUPPLIES&MAINT-EQUIP	W W GRAINGER INC	9178295631	32.06
HIGHWAY CONSTRUCTION DIV		30002325	1921968	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	0830-399617	66.04
HIGHWAY CONSTRUCTION DIV		30002325	1921969	505590	OPER SUPPLIES&MAINT-EQUIP	AMERIFLEX HOSE &	334865	116.80

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HIGHWAY CONSTRUCTION DIV		30002325	1922163	505590	OPER SUPPLIES&MAINT-EQUIP	ROBERTS TRUCK CENTER	411183952	58.15
HIGHWAY CONSTRUCTION DIV		30002325	1922164	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	0830-400331	319.84
Department Total		30002325						4,059.43
30002330								
HIGHWAY DISTRICT 1		30002330	1920041	505590	OPER SUPPLIES&MAINT-EQUIP	SOUTHERN TIRE MART	3500012074	545.80
HIGHWAY DISTRICT 1		30002330	1920269	505849	OPERATING SUPPLIES	OKLAHOMA TRAFFIC ENG	2019-10	150.00
HIGHWAY DISTRICT 1		30002330	1921648	505590	OPER SUPPLIES&MAINT-EQUIP	TULSA GAS & GEAR LLC	50121901	70.20
HIGHWAY DISTRICT 1		30002330	1921652	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	0168-253782	63.45
Department Total		30002330						829.45
30002335								
HIGHWAY DISTRICT 2		30002335	1919635	607079	OTHER M&E AND MATERIALS	J WISE INC	002044	6,814.00
Department Total		30002335						6,814.00
30002340								
HIGHWAY DISTRICT 3		30002340	1919903	505590	OPER SUPPLIES&MAINT-EQUIP	FASTENAL COMPANY	OKTUL21755	138.83
HIGHWAY DISTRICT 3		30002340	1921944	505590	OPER SUPPLIES&MAINT-EQUIP	BATTERY OUTFITTERS I	1343716	539.60
HIGHWAY DISTRICT 3		30002340	1922066	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	4601-251717	331.40
Department Total		30002340						1,009.83
30002350								
COUNTY ROAD IMPROVEMENT		30002350	1908316	607079	OTHER M&E AND MATERIALS	OKLAHOMA KENWORTH	V0048000001 0836	417,318.00
COUNTY ROAD IMPROVEMENT		30002350	1919486	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	951-072-156- 1-8	11.17
COUNTY ROAD IMPROVEMENT		30002350	1920921	505797	CBRIF-COUNTY ROAD & BRIDGE	FENSCO INC	901129	2,815.56
COUNTY ROAD IMPROVEMENT		30002350	1920924	505797	CBRIF-COUNTY ROAD & BRIDGE	FENSCO INC	901128	4,087.02

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COUNTY ROAD IMPROVEMENT		30002350	1920925	505797	CBRIF-COUNTY ROAD & BRIDGE	FENSCO INC	901127	1,785.80
Department Total		30002350						426,017.55
30002475								
HIGHWAY SPECIAL PROJECTS		30002475	1921241	505784	ASPHALT, CONCRETE & EMUL D1	ANCHOR STONE COMPANY	191110909	2,993.34
HIGHWAY SPECIAL PROJECTS		30002475	1921329	505789	OTHER PAVING MATERIAL	REYNALDO RAMIREZ	TCPO- 1921329	1,730.00
HIGHWAY SPECIAL PROJECTS		30002475	1921500	505789	OTHER PAVING MATERIAL	MAXWELL SUPPLY OF TU	488944	107.03
HIGHWAY SPECIAL PROJECTS		30002475	1921649	505786	ASPHALT, CONCRETE & EMUL D3	DUNHAMS ASPHALT SERV	251964	2,302.20
Department Total		30002475						7,132.57
41008000								
LAW LIBRARY		41008000	1922115	505670	MISCELLANEOUS EXPENSE	WEST PUBLISHING CORP	840288765	11,190.00
LAW LIBRARY		41008000	1922116	505670	MISCELLANEOUS EXPENSE	WEST PUBLISHING CORP	840207853	8,285.00
LAW LIBRARY		41008000	1922118	505670	MISCELLANEOUS EXPENSE	MATTHEW BENDER & COM	10624899	673.84
Department Total		41008000						20,148.84
41506650								
OFFICE OF DIRECTOR		41506650	1909528	505889	PROFESSIONAL & TECH SERVICES	AMERICAN CHECKED	8994- 20190430	560.25
OFFICE OF DIRECTOR		41506650	1919009	505203	MILEAGE REIMB-IN COUNTY	ALVAREZ, INGRID L	040419- 051419	33.06
OFFICE OF DIRECTOR		41506650	1920509	505849	OPERATING SUPPLIES	HCSI INC	4-30-19- HCSI-APRIL	288.00
OFFICE OF DIRECTOR Department Total		41506650 41506650	1921870	505940	TRAINING	ROGERS, MONICA	040919	350.00 1,231.31
41506700								
FINANCE DEPARTMENT		41506700	1915782	505191	TUITION REIMBURSEMENT	ORR, CHANTEAU	SPRING- 2019	625.99

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FINANCE DEPARTMENT		41506700	1917140	505191	TUITION REIMBURSEMENT	PARKS, MEGAN	SPRING- 2019	1,625.00
Department Total		41506700					2010	2,250.99
41506725								
CREATIVE SERVICES & MARKETING		41506725	1921567	505849	OPERATING SUPPLIES	AMAZON.COM LLC	43788873579 6	15.59
CREATIVE SERVICES & MARKETING		41506725	1921609	505849	OPERATING SUPPLIES	DIGITAL MEDIA WAREHO	ARIN781782 DMW	293.42
Department Total		41506725						309.01
41506740								
HEALTH DATA & EVALUATION		41506740	1918743	505889	PROFESSIONAL & TECH SERVICES	SEED TECHNOLOGIES	12789	149.00
Department Total		41506740						149.00
41506775								
EMERGENCY PREPAREDNESS & RESPO		41506775	1918388	505849	OPERATING SUPPLIES	CAPP PROMOTIONAL INC	19-1348	850.75
EMERGENCY PREPAREDNESS & RESPO		41506775	1920653	505849	OPERATING SUPPLIES	AMAZON.COM LLC	63463787533 5	272.27
Department Total		41506775						1,123.02
41506850								
INFORMATION & TECHNOLOGY SERVI		41506850	1921279	505559	COMMUNICATION SRVS	COXCOM INC	001-6311- 064530201	1,816.93
Department Total		41506850						1,816.93
41506900								
FACILITIES MGMT-SATELLITE CENT		41506900	1921986	505859	OTHER SERVICES	R2KC LLC	19002-02	462.46
Department Total		41506900						462.46
41506950								
FACILITIES MGMT-GOODWIN(JGHC)		41506950	1901829	505859	OTHER SERVICES	AIRE-MASTER	12118077	64.00
FACILITIES MGMT-GOODWIN(JGHC)		41506950	1914742	505559	COMMUNICATION SRVS	UNITED PARCEL SERVIC	00007X35852 09	96.29

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Department	Project	Org	PO#	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
FACILITIES MGMT-GOODWIN(JGHC)		41506950	1921117	607090	CONSTRUCTION IN PROGRESS	INDIAN NATION FIRE	D1338	792.00
FACILITIES MGMT-GOODWIN(JGHC)		41506950	1922124	505855	EQUIP SERVICE AGREEMENTS	DUBOIS CHEMICALS INC	IN-1793701	237.00
FACILITIES MGMT-GOODWIN(JGHC)		41506950	1922125	505855	EQUIP SERVICE AGREEMENTS	DUBOIS CHEMICALS INC	IN-1805501	237.00
FACILITIES MGMT-GOODWIN(JGHC)		41506950	1922126	505855	EQUIP SERVICE AGREEMENTS	DUBOIS CHEMICALS INC	IN-1816201	237.00
FACILITIES MGMT-GOODWIN(JGHC)		41506950	1922127	505855	EQUIP SERVICE AGREEMENTS	DUBOIS CHEMICALS INC	IN-1827960	237.00
FACILITIES MGMT-GOODWIN(JGHC)		41506950	1922128	505855	EQUIP SERVICE AGREEMENTS	DUBOIS CHEMICALS INC	IN-1838904	237.00
Department Total		41506950						2,137.29
41507025								
ENVIRONMNTL PUBLIC HLTH-FOOD P		41507025	1919213	505969	UTILITY SERVICES	ONEOK INC	211074897- 1763442-45	2.01
ENVIRONMNTL PUBLIC HLTH-FOOD P		41507025	1919218	505969	UTILITY SERVICES	ONEOK INC	211167752- 1848930-64	17.05
Department Total		41507025						19.06
41507050								
ENVIRONMENTAL HEALTH SERVICES		41507050	1902801	505776	CHEMICAL & LAB SUPPLIE	PRAXAIR DISTRIBUTION	89516721	76.00
ENVIRONMENTAL HEALTH SERVICES		41507050	1916352	505859	OTHER SERVICES	LASTOP LAWN MAINTE	2018-1040	2,050.00
ENVIRONMENTAL HEALTH SERVICES		41507050	1919669	505776	CHEMICAL & LAB SUPPLIE	EWT HOLDINGS III	903970504	531.49
ENVIRONMENTAL HEALTH SERVICES		41507050	1920570	505776	CHEMICAL & LAB SUPPLIE	EWT HOLDINGS III	904007068	1,918.72
ENVIRONMENTAL HEALTH SERVICES		41507050	1922135	505920	SUBSCRIPTIONS & MEMBERSHIPS	AMERICAN MOSQUITO	300004901	145.00
ENVIRONMENTAL HEALTH SERVICES		41507050	1922135	505920	SUBSCRIPTIONS & MEMBERSHIPS	AMERICAN MOSQUITO	300004911	145.00
Department Total		41507050						4,866.21
41507075								
COMMUNITY HEALTH ADMIN		41507075	1915386	505203	MILEAGE REIMB-IN COUNTY	KUPIEC, HEAVEN	020119- 022819	27.88
COMMUNITY HEALTH ADMIN		41507075	1915386	505204	TRAVEL-OUT OF COUNTY	KUPIEC, HEAVEN	020119- 022819	81.06
Department Total		41507075						108.94

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Department Department	Project	Org	PO#	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
41507100								
FAMILY PLANNING		41507100	1905211	505889	PROFESSIONAL & TECH SERVICES	BOARD OF REGENTS OF	T-19-3476A	300.00
FAMILY PLANNING	•	41507100	1919113	505203	MILEAGE REIMB-IN COUNTY	NIEMITALO, ELLEN	040219- 043019	46.98
FAMILY PLANNING	•	41507100	1919218	505969	UTILITY SERVICES	ONEOK INC	211167752- 1848930-64	17.05
FAMILY PLANNING	•	41507100	1921853	505776	CHEMICAL & LAB SUPPLIE	THERACOM LLC	211614618- 301	21,506.10
Department Total	•	41507100						21,870.13
41507160								
TEEN PREGNANCY PREVENT - PREP		41507160	1919890	505849	OPERATING SUPPLIES	EDUCATION TRAINING A	253533	2,422.66
TEEN PREGNANCY PREVENT - PREP		41507160	1920596	505849	OPERATING SUPPLIES	PRPCO	287528	1,912.85
TEEN PREGNANCY PREVENT - PREP		41507160	1920597	505849	OPERATING SUPPLIES	PRPCO	287543	1,434.04
Department Total	•	41507160						5,769.55
41507161								
PREGNANCY ASSISTANCE FUND		41507161	1920523	505849	OPERATING SUPPLIES	CHANNING BETE CO INC	53681120	481.58
PREGNANCY ASSISTANCE FUND	•	41507161	1920565	505849	OPERATING SUPPLIES	AMAZON.COM LLC	66777535963 3	1,346.02
Department Total		41507161						1,827.60
41507175								
COMMTY HLTH INTRVNTN & PREVENT	•	41507175	1913605	505203	MILEAGE REIMB-IN COUNTY	MERCADO, CARLOS	012519- 022119	66.12
COMMTY HLTH INTRVNTN & PREVENT	•	41507175	1915401	505203	MILEAGE REIMB-IN COUNTY	MERCADO, CARLOS	022119- 022819	85.84
COMMTY HLTH INTRVNTN & PREVENT	•	41507175	1917323	505203	MILEAGE REIMB-IN COUNTY	MERCADO, CARLOS	022819- 040819	47.56
COMMTY HLTH INTRVNTN & PREVENT	•	41507175	1921028	505889	PROFESSIONAL & TECH SERVICES	MED TECH SOLUTIONS	18103484	2,100.00
Department Total	•	41507175						2,299.52

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Department	Project	Org	PO#	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
41507200								
CHILDREN FIRST GRANT		41507200	1919078	505203	MILEAGE REIMB-IN COUNTY	NDHLOVU, CATHERINE	040519- 042419	86.42
Department Total		41507200					0.2110	86.42
41507220								
BIRTH THROUGH EIGHT STRATEGY T		41507220	1921087	505849	OPERATING SUPPLIES	AMAZON.COM LLC	49788694736 5	13.90
BIRTH THROUGH EIGHT STRATEGY T		41507220	1921087	505849	OPERATING SUPPLIES	AMAZON.COM LLC	48357594463 9	53.19
BIRTH THROUGH EIGHT STRATEGY T		41507220	1921087	505849	OPERATING SUPPLIES	AMAZON.COM LLC	44379535665 5	143.46
Department Total		41507220						210.55
41507225								
ADULT HEALTH		41507225	1919113	505203	MILEAGE REIMB-IN COUNTY	NIEMITALO, ELLEN	040219- 043019	13.92
ADULT HEALTH		41507225	1919218	505969	UTILITY SERVICES	ONEOK INC	211167752- 1848930-64	17.05
Department Total		41507225						30.97
41507275								
IMMUNIZATIONS		41507275	1916329	505776	CHEMICAL & LAB SUPPLIE	SANOFI PASTEUR INC	912302982	11,952.00
IMMUNIZATIONS		41507275	1919113	505203	MILEAGE REIMB-IN COUNTY	NIEMITALO, ELLEN	040219- 043019	31.32
IMMUNIZATIONS		41507275	1919218	505969	UTILITY SERVICES	ONEOK INC	211167752- 1848930-64	4.25
IMMUNIZATIONS		41507275	1921857	505776	CHEMICAL & LAB SUPPLIE	MEDIBADGE INC	811747	183.95
Department Total		41507275						12,171.52
41507325								
HEALTHY START INITIATIVE		41507325	1920510	505849	OPERATING SUPPLIES	PAUL H BROOKES PUBLI	1137343	62.15
HEALTHY START INITIATIVE		41507325	1921085	505859	OTHER SERVICES	NORTH TULSA COMM	04022019	1,000.00
HEALTHY START INITIATIVE		41507325	1921891	505859	OTHER SERVICES	NORTH TULSA COMM	05232019	1,200.00
Department Total		41507325						2,262.15

TCAP001 BOCC Meeting Date 6/3/2019

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Department	Project	Org	PO#	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
41507342								
SPF STATE INCNTIVE GRNT(SPFSIG Department Total		1507342 1507342	1920265	505849	OPERATING SUPPLIES	TRANSIT ADVERTISING	17694	2,324.00 2,324.00
41507350								
CX OF TULSA COUNTY Department Total		1507350 1507350	1921813	505849	OPERATING SUPPLIES	ABCO RENTS INC	140648	918.57 918.57
41507375								
CHILD GUIDANCE CENTER	41	1507375	1919203	505203	MILEAGE REIMB-IN COUNTY	BURKE, ALLISON	040319- 042519	58.00
CHILD GUIDANCE CENTER	41	1507375	1919203	505204	TRAVEL-OUT OF COUNTY	BURKE, ALLISON	040319- 042519	76.38
Department Total	41	1507375						134.38
41507400								
WIC	41	1507400	1909102	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN SERVICES IN	0039163-IN	35.00
WIC	41	1507400	1919213	505969	UTILITY SERVICES	ONEOK INC	211074897- 1763442-45	38.13
WIC	41	1507400	1919218	505969	UTILITY SERVICES	ONEOK INC	211167752- 1848930-64	5.48
WIC	41	1507400	1919227	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	955-379-142- 4-4	145.55
WIC	41	1507400	1919228	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	959-693-578- 7-0	100.37
WIC Department Total		1507400 1507400	1921889	505776	CHEMICAL & LAB SUPPLIE	MCKESSON MEDICAL SUR	54751702	85.50 410.03
42507975								
TULSA AREA EMER MGMT AGENCY	42	2507975	1920067	505961	ELECTRIC	PUBLIC SERVICE COMPA	952-355-460- 2-5	142.71
Department Total	42	2507975						142.71

TCAP001 BOCC Meeting Date 6/3/2019 Tulsa County Clerk Run Date Printed: 5/30/2019
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Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
43007950								
DRAINAGE DISTRICT 12		43007950	1922122	506161	EMER LEVEE ELECTRICAL REPAIRS	AMERIFLEX HOSE &	335056	519.40
Department Total		43007950						519.40
Grand Total								820,570.41

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These claims are approved for payment for the individual amounts indicated above (19 O.S. 1981, Section 326 and 19 O.S. supplement 1983, Section 215.37G). The district attorney is approving officer for expenditures for his/her office (19 O.S. 1981, Section 328).

	Board of County Commissioners
 Date	 Member
Attest: County Clerk	 Member



Matt Kehoe

Assistant District Attorney | Civil Division Tulsa County District Attorney's Office 500 S. Denver Ave., Ste. 800 | Tulsa, OK 74103 (918) 596 - 4856 | mkehoe@tulsacounty.org

TO: Tulsa County Board of Commissioners

Karen Keith, Chairperson

Ron Peters Stan Sallee

DATE: March 28, 2019

RE: Potential Tort Claim by Tulsa County against City of Tulsa

I am requesting that the above matter be set for Executive Session at the June 3, 2019, meeting of the Board of County Commissioners. Pursuant to 25 O.S. § 307(B)(4), I am requesting that this matter be discussed in Executive Session between the Board and its attorney, for the purpose of confidential communications concerning possible official action regarding a potential claim by the County against the City of Tulsa involving an automobile accident occurring on February 9, 2019, disclosure of the details of which its attorney advises would seriously impair the ability of the Board to proceed in the public interest. Also, please place an item on the agenda out of Executive Session for discussion and/or possible action regarding the Executive Session item. Thank you.

Respectfully submitted,

Mat Wilve

Matt Kehoe

c: Whitney Alexander