

**MINUTES
STREET COMMITTEE
REGULAR MEETING
TUESDAY, APRIL 22ND, 2025
5:30 P.M.**

THE STREET COMMITTEE MET IN REGULAR SESSION IN THE COUNCIL CHAMBER, 12 NORTH ROWE STREET, PRYOR, OKLAHOMA AT THE ABOVE-MENTIONED DATE AND TIME.

BOARD MEMBERS: Terry Lamar (Chair), Kenneth Brashears, Bruce Smith, Tyler Brown (Alternate)

1. CALL MEETING TO ORDER.

Terry Lamar called the meeting to order at 5:30 p.m. Members present: Terry Lamar, Bruce Smith and Kenneth Brashears. Members absent: none.

Others present: Zac Doyle, Buddy Glenn, Bobby Spurlock, Jared Crisp, Terry Aylward and Steve Grossman.

2. PETITIONS FROM THE AUDIENCE

There were no petitions from the audience.

3. DISCUSS, POSSIBLY APPROVE MINUTES OF THE MARCH 25TH, 2025 MEETING.

Motion was made by Smith, second by Brashears to approve the minutes of the March 25th, 2025 meeting. Voting yes: Lamar, Smith and Brashears. Voting no: none.

Lamar moved to item 10.

10. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION REGARDING THE PURCHASE OF TWO-WAY RADIO COMMUNICATION EQUIPMENT TO BE PAID FROM THE FEMA REIMBURSEMENT ACCOUNT.

Motion was made by Smith, second by Brashears to recommend Council action regarding the purchase of two-way radio communication equipment to be paid from the FEMA Reimbursement Account. Jared Crisp proposed the purchase of ultra-high frequency radios from Muskogee Communications to improve city communications. He stated that the Municipal Utility Board (MUB) would make the initial purchase, and the Street Department would reimburse the cost of their units.

Motion was amended by Brashears, seconded by Smith, to recommend Council action to reimburse MUB for the purchase of Street Department radios and necessary infrastructure in an amount to be presented to Council, to be paid from Street Department FEMA Reimbursement Account #14-145-5062. Voting yes: Smith, Brashears and Lamar. Voting no: none.

Lamar moved back to item 6.

6. UPDATE REGARDING SOUTH ELLIOTT DRAINAGE PROJECT.

Mayor Doyle and Buddy Glenn provided an update on drainage project plans at South Elliott Street. They reported that engineering discussions are focused on using a triple-oval pipe design, which would be more cost-effective and avoid relocating utilities. The project would begin around 15th Street and gradually reduce from three to one pipe by 12th Street. They stated that they hope to present the final plan to Council at the first meeting in May.

Lamar moved to item 8.

8. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION REGARDING THE SOUTH ELLIOTT STREET AND SOUTHEAST 29TH STREET TRAFFIC ISSUE.

No action taken. The Committee discussed traffic congestion at the Y-intersection near South Elliott Street and Southeast 29th Street. Suggestions included replacing stop signs with yield signs, redesigning the intersection as a T-junction, and exploring long-term development impacts. Further review and potential consultation with a traffic engineer were recommended.

Lamar moved back to item 7.

7. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION REGARDING THE NORTH WHITAKER STREET TRAFFIC SAFETY ISSUE.

No action taken. The committee discussed issues with unsafe driving on North Whitaker Street. Mayor Doyle reported that he hopes to resolve the issue through increasing police and code enforcement presence in the area.

Lamar moved to item 9.

9. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION REGARDING THE TAYLOR PROPERTY EASEMENT FOR A DRAINAGE PROJECT.

No action taken. Mayor Doyle reported that they are working to contact the property owner for notification.

Lamar moved to item 5.

5. UPDATE REGARDING OLD HIGHWAY 20 OVERLAY PROJECT.

Glenn reported that the contractors began work only to be delayed by weather; he stated that he will continue requesting updates daily.

Lamar moved to item 11.

11. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION REGARDING THE PURCHASE OF AN EXPLOSION DETECTION SAFETY DEVICE FOR THE FUEL TANK.

Motion was made by Smith, second by Brashears to take no action regarding the purchase of an explosion detection safety device for the fuel tank. Voting yes: Brashears and Smith. Voting no: Lamar.

12. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION TO GO OUT FOR BIDS TO MOW RIGHTS-OF-WAY.

Motion was made by Brashears, second by Smith to recommend Council action to go out for bids to mow rights-of-way with updated specifications and included areas. Voting yes: Lamar, Smith and Brashears. Voting no: none.

Lamar moved back to item 4.

4. STREET SUPERINTENDENT REPORT – BUDDY GLENN.

Glenn reported ongoing ditch work, mowing and spraying, tree removal, and small asphalt patching projects.

Lamar moved to item 13.

13. DISCUSSION REGARDING STREET & DRAINAGE IMPROVEMENTS FOR FISCAL 2025-2026.

Lamar reminded members to continue compiling location-specific needs throughout each ward for inclusion in the upcoming street and drainage improvement plan.

14. UNFORESEEABLE BUSINESS.

There was no unforeseeable business.

15. ADJOURN.

Motion was made by Brashears, second by Smith to adjourn. Voting yes: Smith, Brashears and Lamar. Voting no: none.

**MINUTES
STREET COMMITTEE
REGULAR MEETING
TUESDAY, MAY 27TH, 2025
5:30 P.M.**

THE STREET COMMITTEE MET IN REGULAR SESSION IN THE COUNCIL CHAMBER, 12 NORTH ROWE STREET, PRYOR, OKLAHOMA AT THE ABOVE-MENTIONED DATE AND TIME.

BOARD MEMBERS: TERRY LAMAR, BRUCE SMITH, KENNETH BRASHEARS, TYLER BROWN (ALT).

1. CALL MEETING TO ORDER.

Kenneth Brashears called the meeting to order at 5:30 p.m. Members present: Kenneth Brashears and Tyler Brown. Members absent: Terry Lamar and Bruce Smith.

Others present: Duane Fought.

2. PETITIONS FROM THE AUDIENCE.

There were no petitions from the audience.

3. DISCUSS, POSSIBLY APPROVE MINUTES OF THE APRIL 22ND, 2025 MEETING.

Motion was made by Brown, second by Brashears to table the minutes of the April 22nd, 2025 meeting. Voting yes: Brashears and Brown. Voting no: none.

4. STREET SUPERINTENDENT REPORT - BUDDY GLENN.

No report.

5. SEALED BID OPENING FOR MOWING OF RIGHTS-OF-WAY.

Brashears opened two bids, Duane Fought in the amount of \$30,000.00 and Craig and Chance Downs in the amount of \$28,998.00.

6. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION AWARDING A BID FOR MOWING RIGHTS-OF-WAY.

Motion was made by Brown, second by Brashears to recommend Council action to award the bid for mowing rights-of-way to Craig and Chance Downs in the amount of \$28,998.00. Voting yes: Brown and Brashears. Voting no: none.

7. UNFORESEEABLE BUSINESS.

There was no unforeseeable business.

8. ADJOURN.

Motion was made by Brown, second by Brashears to adjourn at 5:40 p.m. Voting yes: Brashears and Brown. Voting no: none.

**MINUTES
STREET COMMITTEE
REGULAR MEETING
TUESDAY, JUNE 24TH, 2025
5:30 P.M.**

THE STREET COMMITTEE MET IN REGULAR SESSION IN THE COUNCIL CHAMBER, 12 NORTH ROWE STREET, PRYOR, OKLAHOMA AT THE ABOVE-MENTIONED DATE AND TIME.

BOARD MEMBERS: Terry Lamar (Chair), Kenneth Brashears, Bruce Smith, Tyler Brown (Alternate)

1. CALL MEETING TO ORDER.

Terry Lamar called the meeting to order at 5:30 p.m. Members present: Terry Lamar, Bruce Smith and Kenneth Brashears. Members absent: none.

Others present: Buddy Glenn, Leah Shankle Whitley, Trace Whitley and Terry Aylward.

2. PETITIONS FROM THE AUDIENCE

Leah Shankle Whitley petitioned the committee to take action regarding a drainage issue on Northeast 3rd Place that has become a nuisance. She reported excessive mosquitos, foul smells and negative impact to the area's image and hygiene. Whitley stated that the street has previously been repaired but the work has failed to mitigate the issue.

3. DISCUSS, POSSIBLY APPROVE MINUTES OF THE MAY 27TH, 2025 MEETING.

Motion was made by Brashears, second by Smith to table the minutes of the May 27th, 2025 meeting until the next meeting. Voting yes: Smith and Brashears. Voting no: none.

4. STREET SUPERINTENDENT REPORT - BUDDY GLENN.

Glenn reported that a beaver dam was cleared from a drainage ditch and that several centerlines, stop bars, and crosswalks were repainted. He stated that another employee has resigned effective July 3rd and he continues to have difficulties finding new staff. He also reported that the mower is currently down for repairs, so mowing is being done with a skidsteer and attachment. He also expressed interest in prioritizing a sidewalk repair project in the new budget and considering reinstatement of an annual sidewalk maintenance schedule.

5. DISCUSSION REGARDING THE NORTHEAST 3RD PLACE DRAINAGE ISSUE. (SCRIVENER'S ERROR: AGENDA READ "3RD STREET")

Glenn reported that the issue has occurred due to long term wear from street parking and improperly laid overlays done by contractors. He stated that the best solution would be a full curb and gutter repair. He stated that this work would need to be completed by contractors with specialized equipment, but would most effectively correct the flow issue.

Lamar moved to item 7.

7. DISCUSSION REGARDING POTENTIAL STREET, DRAINAGE AND SIDEWALK PROJECTS IN THE 2025-2026 FISCAL YEAR.

Lamar reported that he has requested all Council members develop a list of prioritized street improvements in their respective wards to be reviewed and prioritized for upcoming capital improvement projects.

Mayor stated that Council members should take the lead in identifying these issues through outreach and observation to make sure that they can advocate for the priority level of their projects. He also stated that he expects to receive the completed lists by the second Council meeting in July.

Lamar moved back to item 6.

6. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION REGARDING THE NORTHEAST 1ST STREET (OLD HIGHWAY 20) OVERLAY.

Mayor presented a proposed agreement to maintain streets and roadways with Mayes County. He stated that after the agreement is signed, Mayes County would provide labor and equipment to complete the work while the City would provide all materials. He reported that they would construct a 3" overlay at a material cost of approximately \$208,600.00. He also reported that the Street Department would be responsible for painting the road once finished and mutual aid for road maintenance moving forward.

Motion was made by Brashears, second by Smith to recommend Council action to allow Mayor to sign the agreement to maintain streets and roadways with Mayes County. Voting yes: Smith, Brashears and Lamar. Voting no: none.

Motion was made by Lamar, second by Brashears to recommend Council action to approve an expenditure in an amount to be presented by the Street Superintendent for a contractor to complete striping on the new section. Voting yes: Brashears, Smith and Lamar. Voting no: none.

8. UNFORESEEABLE BUSINESS.

There was no unforeseeable business.

9. ADJOURN.

Motion was made by Brashears, second by Smith to adjourn at 6:40 p.m. All voted yes.



PRYOR STREETScape

Phase I

BUILDING UP OUR DOWNTOWN CORRIDOR

Coo-Y-Yah District

Pryor Main Street – Project Management

Pryor EDTA – Project Funding/Financial Oversight

City of Pryor – Benefactor/Property Owner

7/21/2025 – Project Summary (subject to change/draft)

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Proof of Publication

In the _____ Court of Mayes County, State of Oklahoma

} Cause No. _____
Plaintiff

vs.

Affidavit of Publication

City Bids

} Defendant

STATE OF OKLAHOMA

SS

COUNTY OF MAYES

Terry Aglward of lawful age, being duly sworn, upon oath states that he is the Publisher of Pryor Creek Publishing, Inc., a corporation, owner and publisher of The Paper, a weekly newspaper, printed in the English language; that said newspaper is printed and published in Mayes County, Oklahoma, and has a paid general subscription circulation therein; that said newspaper is admitted and delivered to the United States Mails within Mayes County, Oklahoma as second-class mail matter; that said newspaper has been published in said county continuously and uninterruptedly during a period of fifty-two (52) weeks consecutively, prior to the first publication of the notice or advertisement of which a copy is hereto attached.

Affiant states that said newspaper has completed with all the provisions of Section I of Senate Bill No. 47 of the Nineteenth Legislature of the State of Oklahoma, passed and approved April 13, 1943, and the amendments thereto, and has complied with all the laws of the State of Oklahoma necessary to authorize it to publish legal notices and legal advertisements.

The advertisement above referred to, a true and printed copy of which is hereto attached, was published in said newspaper on the following dates, to wit:

1st Insertion <u>6-14</u> , 20 <u>25</u>	6th Insertion _____, 20_____
2nd Insertion <u>6-23</u> , 20 <u>25</u>	7th Insertion _____, 20_____
3rd Insertion _____, 20_____	8th Insertion _____, 20_____
4th Insertion _____, 20_____	9th Insertion _____, 20_____
5th Insertion _____, 20_____	Last Insertion _____, 20_____

Said notice was published in the regular edition of said newspaper and not in a supplement thereof.

Publication Fee \$ 58.94 _____
(Signature)

Subscribed and sworn to me before this 23 day of June A.D. 2025

My commission expires May 5, 2024. Andrea Gaddy
(Seal) Notary Public

LEGAL ADVERTISING

(Published in The Paper, Pryor Creek Oklahoma, June 16, 2025 and June 23 2025)

ADVERTISEMENT FOR BIDS

City of Pryor Creek
12 North Rowe Street
Pryor Creek, OK 74362
918-825-0888

Separate sealed BIDS for the construction of:

South Elliot Street Drainage Improvements - construction of approximately 1600 linear feet of drainage system to include concrete junction boxes, 28"x20" Arched CGMP, 24" HD Storm Pipe, 18" HD Storm Pipe, drop inlets, tees, surface repairs and all associated fittings required.

will be received by City of Pryor Creek at the office of 12 North Rowe Street, Pryor Creek, OK 74362 until 2:00 p.m., (Local Time), July 10, 2025; and then at said office publicly opened and read aloud.

The CONTRACT DOCUMENTS may be examined at the following locations:

City of Pryor Creek, 12 North Rowe Street, Pryor Creek, OK 74362
Infrastructure Solutions Group, LLC, 500 Village Blvd., Suite A, McAlester, OK 74501

Copies of the CONTRACT DOCUMENTS may be obtained at the office of Infrastructure Solutions Group, LLC, 500 Village Blvd., Suite A, McAlester, OK 74501, upon payment of a nonrefundable deposit in the amount of \$100.00 for each set. June 16th & 23rd, 2025

Zac Doyle - Mayor





Jae Standingwater <standingwaterj@pryorcreek.org>

Re: Requested Documents

1 message

Zac Doyle <doylez@pryorcreek.org>
To: Jae Standingwater <standingwaterj@pryorcreek.org>

Mon, Jul 21, 2025 at 2:53 PM

Jae please add this WHOLE THING to the street agenda packet!!!!
Thank you.
ZAC

On Mon, Jul 21, 2025 at 2:43 PM Dhonda Vaughan <dhonda.vaughan@isgengineering.com> wrote:

Addendums are sent to the owner, all plan holder's and the bid rooms. It is the bidder's responsibility to ensure all information to correspond with addendums is correct.

Bidders must acknowledge the receipt of every addendum on their bid proposal.

If you need anything else, just let me know.

Thank you,

Dhonda Vaughan

Infrastructure Solutions Group, LLC

Dhonda.Vaughan@ISGengineering.com

[500 Village Blvd., Suite A](#)

[McAlester, OK 74501](#)

[\(918\)420-5500](tel:(918)420-5500)



July 15, 2025

City of Pryor Creek
12 North Rowe Street
Pryor Creek, OK 74362

Re: City of Pryor Creek
South Elliot Street Drainage Improvements
Addendum No. Two (2)

Dear Mr. Doyle:

Enclosed for your information please find one (1) copy of Addendum No. Two (2) for the above referenced project.

If you have any questions concerning this document, please contact our offices.

Sincerely,

Infrastructure Solutions Group, LLC

Dale Burke, P.E.
President

DB/dv
Enclosures

Project # PRY-24-02

cc w/enclosure:
doylez@pryorcreek.org
davisdj@pryorcreek.org
dhonda.vaughan@isgengineering.com
Dodge.Docs@construction.com
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keymain1@gmail.com
sazarian2002@yahoo.com
chris@cdsolutionsUSA.com



July 15, 2025

ADDENDUM NO. TWO (2)

TO: ALL PLAN HOLDERS

RE: City of Pryor Creek
South Elliot Street Drainage Improvements
ADDENDUM NO. TWO (2)

The Contract Documents for the above referenced project are hereby modified as follows:

CONTRACT DOCUMENTS

- The Bid Opening for the above referenced project is hereby rescheduled to the 17th day of July, 2025 at 3:30 p.m. (local time).

SPECIFICATIONS

- Remove Specification 02612 ADS HP Storm Pipe
- Add Specification 02613 ADA N-12 Storm Pipe
- All 18" and 24" pipe and fittings shall be per specification 02613.

Each Bidder shall acknowledge receipt of this Addendum No. Two (2) on the first page of the Bid Proposal submitted with his/her bid.

ADDENDUM NO. Two (2) ISSUED BY:

INFRASTRUCTURE SOLUTIONS GROUP, LLC

Dale Burke, P.E.
President



Project # PRY-24-02

SECTION 02612
ADS N-12 STORM PIPE

PART 1 GENERAL

1.1 SUMMARY

- A. This specification describes 4-inch through 60-inch ADS N-12 Storm pipe for use in gravity-flow storm drainage applications.

1.2 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Requirements for submittals.
 - 1. Product Data: Provide data indicating pipe and pipe accessories.
 - 2. Assurance/Control Submittals:
 - a. Qualification Documentation: Submit documentation of experience indicating compliance with specified qualification requirements.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Section 01600 - Product Requirements: Transport, handle, store, and protect Products.
- B. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- C. Accept Products on site in manufacturer's packaging. Inspect for damage. Return damaged Products and replace with undamaged Products.
- D. Deliver Material Safety Data Sheet (MSDS) for each material to Project Field Superintendent for Contractor Records.
- E. Project Field Superintendent shall inspect Products immediately upon delivery to Project Site, determine Product conformance with specified requirements and reject Products not complying with specifications. Project Field Superintendent shall direct that non-complying Products be removed from Project Site immediately.
- F. Store materials protected from exposure to harmful weather conditions and at temperature and humidity conditions recommended by manufacturer.

1.6 PROJECT CONDITIONS

- A. Field Measurements: Verify that field measurements and elevations are as indicated on Drawings.

1.7 COORDINATION

- A. Coordinate work with, trenching and termination of storm drainage connection to municipal system.

PART 2 PRODUCTS

2.1 PIPE REQUIREMENTS

- A. 4-inch through 10-inch pipe shall have a smooth interior and annular exterior corrugations and meet or exceed AASHTO M252.
- B. 12-inch through 60-inch pipe shall have a smooth interior and annular exterior corrugations and meet or exceed ASTM F2306 and AASHTO M294.

2.2 JOINT PERFORMANCE

- A. Pipe shall be joined with coupling bands covering at least two full corrugations on each end of the pipe. Standard connections shall meet or exceed the soil-tight requirements of AASHTO M252, AASHTO M294, or ASTM F2306. Gasketed connections shall incorporate a closed-cell synthetic expanded rubber gasket meeting the requirements of ASTM D1056 Grade 2A2. Gaskets, when applicable, shall be installed by the pipe manufacturer.

2.3 FITTINGS

- A. Fittings shall conform to AASHTO M252, AASHTO M294, or ASTM F2306. ed couplings shall be split collar, engaging at least 2 full corrugations.

2.4 MATERIAL PROPERTIES

- A. Material for pipe and fitting production shall be high density polyethylene conforming with the minimum requirements of cell classification 424420C for 4- through 10-inch (100 to 250 mm) diameters, and 435400C for 12- through 60-inch (300 to 1500 mm) diameters, as defined and described in the latest version of ASTM D3350, except that carbon black content should not exceed 4%. The 12- through 60-inch (300 to 1500mm) pipe material shall comply with the notched constant ligament-stress (NCLS)

test as specified in Sections 9.5 and 5.1 of AASHTO M294 and ASTM F2306 respectively.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01700 - Execution Requirements: Verification of existing conditions before starting work.
- B. Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to receive Work.
 - 1. Verify that survey benchmark and intended elevations for Work are as indicated on Drawings.
 - 2. Verify trench cut, excavations, dimensions, and elevations are as indicated on Drawings.
- C. Report in writing to Engineer prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.
- D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the Owner.

3.2 PREPARATION

- A. Hand trim excavations to required elevations. Correct over excavation with fine aggregate.
- B. Remove large stones or other hard matter which could damage pipe or impede consistent backfilling or compaction.

3.3 BEDDING

- A. Excavate pipe trench and place bedding material in accordance with Section 02225. Hand trim excavation for accurate placement of pipe to elevations indicated.
- B. Place bedding material at trench bottom, level materials in continuous layer not exceeding 6 inches compacted depth, each layer. Place compacted bedding material to elevation of paving subgrade as indicated on Drawings.
- C. Maintain optimum moisture content of bedding material to attain required compaction density.

3.4 INSTALLATION - PIPE

- A. Installation shall be in accordance with ASTM D2321 and ADS recommended installation guidelines, with the exception that minimum cover in trafficked areas for 4- through 48-inch (100 to 1200 mm) diameters shall be one foot. (0.3 m) and for 60-inch (1500 mm) diameter the minimum cover shall be 2 ft. (0.6 m) in single run applications. Backfill for minimum cover situations shall consist of Class 1 (compacted), Class 2 (minimum 90% SPD) or Class 3 (minimum 95%) material. Maximum fill heights depend on embedment material and compaction level; please refer to Technical Note 2.01. Contact your local ADS representative or visit our website at www.adspipe.com for a copy of the latest installation guidelines.
- B. Install pipe on minimum bedding as specified in Section 02225 and indicated on Drawings.
- C. Lay pipe to slope gradients indicated on Drawings.
- D. Connect to storm drainage system, manholes and inlets as indicated on Drawings.

3.8 FIELD QUALITY CONTROL

- A. Inspect site storm drainage system installation, pipe run location, pipe type, size, invert elevations, inlet types and cleanout locations.
- B. Correct deficiencies in products and installation found not to be in compliance with Contract Documents.

END OF SECTION

STATEMENT OF QUALIFICATIONS:

GOBER CONSTRUCTION, LLC
Bidder
24905 E. 91ST ST S.
Address
BROKEN ARROW, OK 74014
Address
GOBERCONSTRUCTION2@GMAIL.COM
Email Address
(918) 260-6419
Phone Number

Similar Projects Completed by Bidder:

1. NAME OF PROJECT: THE PINES 2
 OWNER: GIC ENTERPRISES ADDRESS: 3705 N. 33RD ST BA, OK 74014
 DATE STARTED: 03/2022 DATE COMPLETED: 12/2022
 APPROX. QUANTITIES OF MAJOR ITEMS: 8000 LF SEW, 700 LF WATER,
2900 LF STORM
 VALUE OF CONTRACT: \$650,000⁰⁰

2. NAME OF PROJECT: THE CEDARS AT THE PRESERVE
 OWNER: GIC ENTERPRISES ADDRESS: E 51ST ST AND 20TH AVE BA, OK 74014
 DATE STARTED: 11/2023 DATE COMPLETED: 03/2024
 APPROX. QUANTITIES OF MAJOR ITEMS: 4000 LF WATER,
5500 LF SEWER, 2570 STORM
 VALUE OF CONTRACT: \$372,000⁰⁰

3. NAME OF PROJECT: ADAMS CREEK FORCE MAIN RELOCATION
 OWNER: CITY OF BA ADDRESS: 1150 N. 38TH ST BA, OK 74014
 DATE STARTED: 05/2024 DATE COMPLETED: 07/2024
 APPROX. QUANTITIES OF MAJOR ITEMS: 434 LF SEWER
 VALUE OF CONTRACT: \$400,758⁰⁰

4. OTHER PROJECT REFERENCES: CHICK-FIL-A TAHLEQUAH
WH BASS - 45 DAYS - WATER LINE, FIRE LINE,
HYDRANT, STORM

NOTE: This form is to be submitted with the bid.

BID PROPOSAL

Proposal of GLOBER CONSTRUCTION, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of OKLAHOMA doing business as GLOBER CONSTRUCTION, LLC *. To the City of Pryor Creek (hereinafter called "OWNER") in compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of South Elliot Street Drainage Improvements in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract within ten (10) days of the date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 60 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter plus Engineering and Resident Project Representative costs as defined in the Contract.

No BIDDER may withdraw a BID within 60 days after the actual opening thereof. Each BID must be accompanied by a BID BOND payable to OWNER for 5% of the amount bid.

BIDDER acknowledges receipt of the following ADDENDUM: 1 (7/9), 2 (7/15)

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum given in the Bid Schedule.

NOTE: BIDS SHALL NOT INCLUDE SALES TAX.

OWNER is exempt from Oklahoma State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid.

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

***Insert "a corporation", "a partnership", or "an individual" as applicable.**

City of Pryor

**South Elliott Street
Drainage Improvements**

**Bid Schedule
PRY-24-02**

Item #	Description (STA 0+34 to 5+00)	Quantity	Unit	Unit Price	Total Price
1	28" x 20" Arc CGMP Pipe (Triple Run) and Fittings	LF	461	\$ 411	\$ 189,471
2	24" HD Storm Pipe (Double Run) and Fittings	LF	5	\$ 2,000	\$ 10,000
3	24" Flared End Sections (End of Base Bid)	EA	2	\$ 2,500	\$ 5,000
4	11' x 3' Cast in Place Concrete Junction Box	EA	2	\$ 17,500	\$ 35,000
5	24" Drop Inlets	EA	6	\$ 2,500	\$ 15,000
6	Surface Repair	SY	143	\$ 115	\$ 16,445
7	Connection to Existing Headwall	LS	1	\$ 3,000	\$ 3,000
8	Topsoil and Sod	SY	800	\$ 27	\$ 21,600
Total Amount Base Bid: \$					295,516

Bids shall NOT include sales tax.

Additive Alternate #1					
Item #	Description (5+00 to 11+05)	Quantity	Unit	Unit Price	Total Price
A1-1	24" HD Storm Pipe (Double Run) and Fittings	LF	605	\$ 120	\$ 72,600
A1-2	24" Flared End Sections (Re-use from Base Bid)	EA	2	\$ 2,500	\$ 5,000
A1-3	24" Drop Inlets	EA	6	\$ 2,500	\$ 15,000
A1-4	Surface Repair	SY	126	\$ 115	\$ 14,490
A1-5	Topsoil and Sod	SY	1,008	\$ 27	\$ 27,216
Total Amount Additive Alternate #1 Bid: \$					134,306

Bids shall NOT include sales tax.

Additive Alternate #2					
Item #	Description (11+05 to 16+25)	Quantity	Unit	Unit Price	Total Price
A2-1	18" HD Storm Pipe (Double Run) and Fittings	LF	521	\$ 95	\$ 49,495
A2-2	18" Drop Inlets	EA	5	\$ 2,200	\$ 11,000
A2-3	Surface Repair	SY	57	\$ 115	\$ 6,555
A2-4	Topsoil and Sod	SY	870	\$ 27	\$ 23,490
Total Amount Additive Alternate #2 Bid: \$					90,540

Bids shall NOT include sales tax.

Respectfully submitted,

S-V

Signature

OWNER

Title

36-4811883

Employer I.D. No.

(SEAL) - If BID is by a corporation.

GLOBER CONSTRUCTION, LLC

Firm Name

24965 E. 91ST ST S.

Address

BROKEN ARROW, OK 74014

Address

(918) 260-6419

Telephone No.

N/A

Fax Number

ATTEST:

[Signature]

Secretary/Witness

7/17/25

Date

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

SALVADOR VELAZQUEZ, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

N/A

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

N/A

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

N/A

(If none of the business relationships hereinabove mentioned exist; affiant should so state.)

S-U-

Affiant's Signature:

Subscribed and sworn to before me this 17 day of JULY, 2025.



[Signature]

Notary Public

My Commission Expires. 11/26/2028

NOTE: This form is to be submitted with the BID.

NONCOLLUSION AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

SALVADOR VELAZQUEZ, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

SU

SUBSCRIBED AND SWORN to before me this 17 day of JULY, 2025.



[Signature]
Notary Public

My Commission Expires:

11-26-2028

NOTE: This form is to be submitted with the BID.

PAYROLL AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

SALVADOR VELAZQUEZ, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that (s)he has submitted the required payroll information to the Wage and Hour Division of the Employment Standards Administration of the United States Department of Labor. Affiant further states that (s)he is in compliance with the requirements of Title 40 O.S. 1981, §196.9a(B), as amended.

S-U

Affiant

Subscribed and sworn to before me this 17 day of JULY, 2025



[Signature]

Notary Public

My Commission Expires:

11-26-2028

NOTE: This form is to be submitted with the BID.



The Ohio Casualty Insurance Company

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

Gober Construction, LLC

of 20951 E 49th St S, Broken Arrow, OK 74014

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Fairfield, Ohio (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of Pryor Creek

of 12 N Rowe St Pryor Creek, OK 74362

(hereinafter called the Obligee) in the penal sum of

Five Percent of Total Amount Bid

Dollars \$ 5% lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated July 9, 2025 for

South Elliott St Drainage Improvements - PRY-24-02

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, sealed and dated: July 9, 2025

Gober Construction, LLC

(Principal)

By: [Signature]

The Ohio Casualty Insurance Company

By: Jamie Burris (Attorney-in-Fact)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210471-969506

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Faith Burlerson, Jamic Burris, J. Kelly Deer, Vaughn P. Graham Jr., Vaughn P. Graham, Kristin Lewis, Stephen M. Poleman, Shelli R. Samsel

all of the city of Tulsa state of OK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of July, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 21st day of July, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries.

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of July, 2025.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

BID PROPOSAL

Proposal of Sam Azarian (hereinafter called "BIDDER"), organized and existing under the laws of the State of Oklahoma doing business as J+S Construction Co. LLC *. To the City of Pryor Creek (hereinafter called "OWNER") in compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of South Elliot Street Drainage Improvements in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract within ten (10) days of the date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 60 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter plus Engineering and Resident Project Representative costs as defined in the Contract.

No BIDDER may withdraw a BID within 60 days after the actual opening thereof. Each BID must be accompanied by a BID BOND payable to OWNER for 5% of the amount bid.

BIDDER acknowledges receipt of the following ADDENDUM: #1 July 9, 25
#2 July 15, 25

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum given in the Bid Schedule.

NOTE: BIDS SHALL NOT INCLUDE SALES TAX.

OWNER is exempt from Oklahoma State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid.

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

***Insert "a corporation", "a partnership", or "an individual" as applicable.**

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF Oklahoma)
) ss.
COUNTY OF Craig)

I Sam Azarian, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

N/A

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

N/A

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

N/A

(If none of the business relationships hereinabove mentioned exist; affiant should so state.)

[Signature]
Affiant's Signature:

Subscribed and sworn to before me this 16th day of July, 2025.



[Signature]
Notary Public

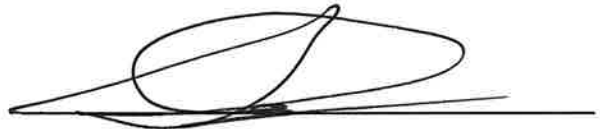
My Commission Expires: 8-17-2027

NOTE: This form is to be submitted with the BID.

NONCOLLUSION AFFIDAVIT

STATE OF Oklahoma)
) ss.
COUNTY OF Craig)

I, Sam Azarlan, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.



SUBSCRIBED AND SWORN to before me this 16th day of July, 2024.



Joycerie Azarlan
Notary Public

My Commission Expires:


8-17-2027

NOTE: This form is to be submitted with the BID.

PAYROLL AFFIDAVIT

STATE OF Oklahoma)
) ss.
COUNTY OF Craig)

I Sam Azarian, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that (s)he has submitted the required payroll information to the Wage and Hour Division of the Employment Standards Administration of the United States Department of Labor. Affiant further states that (s)he is in compliance with the requirements of Title 40 O.S. 1981, §196.9a(B), as amended.


Affiant

Subscribed and sworn to before me this 16th day of July, 2025.




Notary Public

My Commission Expires:

8-17-2027

NOTE: This form is to be submitted with the BID.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ J & S Construction and Demolition, LLC _____,
as Principal, and _____ National American Insurance Company _____, as Surety, are
hereby held and firmly bound unto City of Pryor Creek, as OWNER in the penal sum of:
_____ FIVE PERCENT (5%) OF THE AMOUNT BID _____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 17th day of July, 2025.

The Condition of the above obligation is such that whereas the Principal has submitted to City of Pryor Creek a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the: South Elliot Street Drainage Improvements.

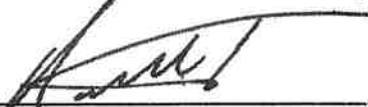
NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (property completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor, furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed, and these presents to be signed by their proper officers, the day and year first set forth above.


Principal - Sam Azarian, Managing Member


Surety

By: Andrew M. Treat, Attorney-in-Fact



ATTEST: (If by Corporation)

Type Name & Title

Corporate Seal

IMPORTANT: - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY

BID BOND USE
ONLY

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

Vicky Jarvis, Robin Owens, William Tippit, Gary Jones, Deidre Allen-Wilson, Andrew M. Treat,
Johnna Smith, Angela Holmstrom, Mark A. Tedford, David Pennekamp, Monte Thompson

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$6,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 21st day of March, A.D. 2022, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Crystal Eare

Notary Public
My Commission Expires August 27, 2025
Commission #13007877

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 17th day of July, 2025



R. Patrick Gilmore

R. Patrick Gilmore, Secretary

City of Pryor

**South Elliott Street
Drainage Improvements**

**Bid Schedule
PRY-24-02**

Item #	Description (STA 0+34 to 5+00)	Quantity	Unit	Unit Price	Total Price
1	28" x 20" Arc CGMP Pipe (Triple Run) and Fittings	LF	461	\$ 95	\$ 43,795
2	24" HD Storm Pipe (Double Run) and Fittings	LF	5	\$ 92	\$ 460
3	24" Flared End Sections (End of Base Bid)	EA	2	\$ 2100	\$ 4,200
4	11' x 3' Cast in Place Concrete Junction Box	EA	2	\$ 14,200	\$ 28,400
5	24" Drop Inlets	EA	6	\$ 3600	\$ 21,600
6	Surface Repair	SY	143	\$ 210	\$ 30,030
7	Connection to Existing Headwall	LS	1	\$ 5500	\$ 5,500
8	Topsoil and Sod	SY	800	\$ 18	\$ 14,400
Total Amount Base Bid: \$					148,385

Bids shall NOT include sales tax.

Additive Alternate #1					
Item #	Description (5+00 to 11+05)	Quantity	Unit	Unit Price	Total Price
A1-1	24" HD Storm Pipe (Double Run) and Fittings	LF	605	\$ 95	\$ 57,475
A1-2	24" Flared End Sections (Re-use from Base Bid)	EA	2	\$ 2600	\$ 5,200
A1-3	24" Drop Inlets	EA	6	\$ 3600	\$ 21,600
A1-4	Surface Repair	SY	126	\$ 210	\$ 26,460
A1-5	Topsoil and Sod	SY	1,008	\$ 18	\$ 18,144
Total Amount Additive Alternate #1 Bid: \$					128,879

Bids shall NOT include sales tax.

Additive Alternate #2					
Item #	Description (11+05 to 16+25)	Quantity	Unit	Unit Price	Total Price
A2-1	18" HD Storm Pipe (Double Run) and Fittings	LF	521	\$ 95	\$ 49,495
A2-2	18" Drop Inlets	EA	5	\$ 3200	\$ 16,000
A2-3	Surface Repair	SY	57	\$ 210	\$ 11,970
A2-4	Topsoil and Sod	SY	870	\$ 18	\$ 15,660
Total Amount Additive Alternate #2 Bid: \$					93,125

Bids shall NOT include sales tax.



July 18, 2025

City of Pryor Creek
12 North Rowe Street
Pryor Creek, OK 74362

Re: City of Pryor Creek
South Elliot Street Drainage Improvements
Bid Tabulation

To Whom It May Concern:

Enclosed for your information is a copy of the Bid Tabulation for the above referenced project.

Should you have any questions please do not hesitate to contact our office at (918) 420-5500.

Sincerely,

Infrastructure Solutions Group, LLC

Dale Burke, P.E.
President

Project # PRY-24-02

cc w/enclosure:

doylez@pryorcreek.org
dhonda.vaughan@isgengineering.com
Dodge.Docs@construction.com
thressie@swcnews.com
desirree.sibala@ConstructConnect.com
eplan@eplanbidding.com
todd@wyattcontracting.net
goberconstruction.bids@gmail.com
keymain1@gmail.com
sazarian2002@yahoo.com
chris@cdsolutionnsUSA.com

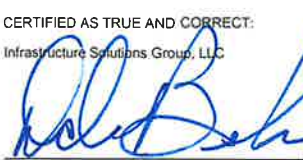
City of Pryor Creek
South Elliot Drainage Improvements
Thursday, July 17, 2025 @ 3:30 p.m.
Bid Tabulation

Base Bid				J&S Construction 507 South Scrapper Vinita, OK 74301		Gober Construction 24965 East 91st Street South Broken Arrow, OK 74014	
Item #	Description (STA 0+34 to 5+00)	Qty	Unit	UNIT PRICE	Total Price	UNIT PRICE	Total Price
1	28" x 20" Arc CGMP Pipe (Triple Run) and Fittings	LF	461	\$ 95.00	\$ 43,795.00	\$ 411.00	\$ 189,471.00
2	24" HD Storm Pipe (Double Run) and Fittings	LF	5	\$ 92.00	\$ 460.00	\$ 2,000.00	\$ 10,000.00
3	24" Flared End Sections (End of Base Bid)	EA	2	\$ 2,100.00	\$ 4,200.00	\$ 2,500.00	\$ 5,000.00
4	11' x 3' Cast in Place Concrete Junction Box	EA	2	\$ 14,200.00	\$ 28,400.00	\$ 17,500.00	\$ 35,000.00
5	24" Drop Inlets	EA	6	\$ 3,600.00	\$ 21,600.00	\$ 2,500.00	\$ 15,000.00
6	Surface Repair	SY	143	\$ 210.00	\$ 30,030.00	\$ 115.00	\$ 16,445.00
7	Connection to Existing Headwall	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 3,000.00	\$ 3,000.00
8	Topsoil and Sod	SY	800	\$ 18.00	\$ 14,400.00	\$ 27.00	\$ 21,600.00
Total Amount Base Bid:					\$ 148,385.00		\$ 295,516.00

Additive Alternate #1				J&S Construction 507 South Scrapper Vinita, OK 74301		Gober Construction 24965 East 91st Street South Broken Arrow, OK 74014	
Item #	Description (5+00 to 11+05)	QTY	Unit	Unit Price	Total Price	Unit Price	Total Price
A1-1	24" HD Storm Pipe (Double Run) and Fittings	LF	605	\$ 95.00	\$ 57,475.00	\$ 120.00	\$ 72,600.00
A1-2	24" Flared End Sections (Re-use from Base Bid)	EA	2	\$ 2,600.00	\$ 5,200.00	\$ 2,500.00	\$ 5,000.00
A1-3	24" Drop Inlets	EA	6	\$ 3,600.00	\$ 21,600.00	\$ 2,500.00	\$ 15,000.00
A1-4	Surface Repair	SY	126	\$ 210.00	\$ 26,460.00	\$ 115.00	\$ 14,490.00
A1-5	Topsoil and Sod	SY	1,008	\$ 18.00	\$ 18,144.00	\$ 27.00	\$ 27,216.00
Total Amount Additive Alternate #1 Bid:					\$ 128,879.00		\$ 134,306.00

Additive Alternate #2				J&S Construction 507 South Scrapper Vinita, OK 74301		Gober Construction 24965 East 91st Street South Broken Arrow, OK 74014	
Item #	Description (11+05 to 16+25)	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
A2-1	18" HD Storm Pipe (Double Run) and Fittings	LF	521	\$ 95.00	\$ 49,495.00	\$ 95.00	\$ 49,495.00
A2-2	18" Drop Inlets	EA	5	\$ 3,200.00	\$ 16,000.00	\$ 2,200.00	\$ 11,000.00
A2-3	Surface Repair	SY	57	\$ 210.00	\$ 11,970.00	\$ 115.00	\$ 6,555.00
A2-4	Topsoil and Sod	SY	870	\$ 18.00	\$ 15,660.00	\$ 27.00	\$ 23,490.00
Total Amount Additive Alternate #2 Bid:					\$ 93,125.00		\$ 90,540.00

CERTIFIED AS TRUE AND CORRECT:
 Infrastructure Solutions Group, LLC


 Dale Burke, P.E.
 President
 DB/dv Project #PRY-24-02





July 18, 2025

City of Pryor Creek
12 North Rowe Street
Pryor Creek, OK 74362

Re: City of Pryor Creek
South Elliot Street Drainage Improvements
Letter of Recommendation, Notice of Award and Contract

Dear Mr. Doyle:

The above referenced project was bid at 3:30 p.m., on July 17, 2025 at the Pryor Creek City Hall. Five (5) contractors had received plans and specifications for this project and two (2) elected to submit a bid. Enclosed for your information please find a copy of the Bid Tabulation. J&S Construction Co., LLC was the apparent low bidder with a total bid of the Base Bid, Additive Alternate #1, and Additive Alternate #2 in the amount of \$370,389.00.

We recommend that the City of Pryor Creek award the contract to J&S Construction Co., LLC in the amount of \$370,389.00.

Enclosed please find the Notice of Award and the Contract. Please place approval of the Notice of Award and Contract on the agenda of your next meeting. Upon approval, please sign the Notice of Award, sign and attest the Contract and return to our offices for further processing. We will get the required bonds and insurance from the contractor and will coordinate a Pre-Construction Conference, where the Notice to Proceed will be issued.

Thank you and if you have any questions concerning any of the above, please do not hesitate to call us at (918) 420-5500.

Sincerely,

Infrastructure Solutions Group, LLC

Dale Burke, P.E.
President

DV/dv
Enclosure
Project No. PRY-24-02

NOTICE OF AWARD

TO: J&S Construction and Demolition, LLC
507 South Scraper
Vinita, OK 74301

Project Description: South Elliot Street Drainage Improvements

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated June 16th, 2025 & June 23rd, 2025 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of: Three Hundred Seventy Thousand, Three Hundred Eighty-Nine Dollars (\$370,389.00).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, STATUTORY BOND, MAINTENACE BOND and certificate of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated this 5th day of August, 2025.

City of Pryor Creek
OWNER

By: _____

Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by J&S Construction & Demolition, LLC this ___ day of _____, 2025.

By: _____

Title: _____

CONTRACT

This Contract, made and entered into by and between:

J&S Construction and Demolition, LLC

as Party of the First Part, hereinafter designated as the CONTRACTOR,

and

City of Pryor Creek

as Party of the Second Part, hereinafter designated as the OWNER.

WITNESSETH: That whereas the said Contractor is the lowest and best bidder for:

South Elliot Street Drainage Improvements

for the total bid price as accepted of:

Three Hundred Seventy Thousand, Three Hundred Eighty-Nine Dollars (\$370,389.00).

NOW, THEREFORE, the said Contractor for the consideration herein named, hereby agrees to do and complete the work above mentioned in accordance with the plans adopted and approved by the Owner, and on file in the office of the Engineer Infrastructure Solutions Group, LLC, which plans and specifications are made a part of this Contract by reference as if attached hereto or written in detail herein.

The Contractor will commence said work within ten (10) days from the date of the Notice to Proceed and perform same vigorously and continuously and complete the same within 60 consecutive calendar days thereafter.

Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified plus any extensions thereof approved by change order. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each calendar day that expires after contract time until construction is complete.

Contractor and Owner agree that, in addition to liquidated damages, the Contractor shall pay the costs of Engineer's construction observation and construction engineering services for all necessary time expended during the period that Contractor is in liquidated damages at the Engineer's normal hourly rates.

It is expressly understood that the cost for Liquidated Damages and Engineer's services during the period that the Contractor is in liquidated damages will be withheld from each Contractor's monthly pay estimate.

It is agreed that payment for the aforesaid work or material will be made under the terms of the Contractor's bid as accepted as provided in the specifications, and that upon final completion of this contract work, the Contractor will receive the full compensation payment less liquidated damages and engineering fees if applicable, according to the schedule of prices as contained in his bid as accepted and that upon the receipt by said Contractor of said final claim, the same shall be in full for all claims of every kind and description said Contractor may have by reason of having entered into or arising out of this contract.

All documents contained herein as stated in the Table of Contents including the Notice to Bidders (Advertisement), Special Conditions, Instructions to Bidders, Contractor's Bid Proposal, Performance and Payment Bonds (when required), Special Bonds (when required), General Conditions of Agreement, Technical Specifications, Plans, and all modifications thereof incorporated into any of the documents before the execution of the Agreement are hereby referred to and by reference thereto made a part of this contract as if fully written in detail herein or attached hereto.

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 5th day of August, 2025.

J&S Construction and Demolition, LLC
Contractor

SEAL

ATTEST

(Signature)

(Signature)

By: Sam Azarian

Title: _____

Title: Owner

City of Pryor Creek
Owner

SEAL

ATTEST:

(Signature)

(Signature)

By: Zac Doyle

Title: _____

Title: Mayor

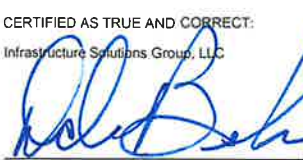
City of Pryor Creek
South Elliot Drainage Improvements
Thursday, July 17, 2025 @ 3:30 p.m.
Bid Tabulation

Base Bid				J&S Construction 507 South Scrapper Vinita, OK 74301		Gober Construction 24965 East 91st Street South Broken Arrow, OK 74014	
Item #	Description (STA 0+34 to 5+00)	Qty	Unit	UNIT PRICE	Total Price	UNIT PRICE	Total Price
1	28" x 20" Arc CGMP Pipe (Triple Run) and Fittings	LF	461	\$ 95.00	\$ 43,795.00	\$ 411.00	\$ 189,471.00
2	24" HD Storm Pipe (Double Run) and Fittings	LF	5	\$ 92.00	\$ 460.00	\$ 2,000.00	\$ 10,000.00
3	24" Flared End Sections (End of Base Bid)	EA	2	\$ 2,100.00	\$ 4,200.00	\$ 2,500.00	\$ 5,000.00
4	11' x 3' Cast in Place Concrete Junction Box	EA	2	\$ 14,200.00	\$ 28,400.00	\$ 17,500.00	\$ 35,000.00
5	24" Drop Inlets	EA	6	\$ 3,600.00	\$ 21,600.00	\$ 2,500.00	\$ 15,000.00
6	Surface Repair	SY	143	\$ 210.00	\$ 30,030.00	\$ 115.00	\$ 16,445.00
7	Connection to Existing Headwall	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 3,000.00	\$ 3,000.00
8	Topsoil and Sod	SY	800	\$ 18.00	\$ 14,400.00	\$ 27.00	\$ 21,600.00
Total Amount Base Bid:					\$ 148,385.00		\$ 295,516.00

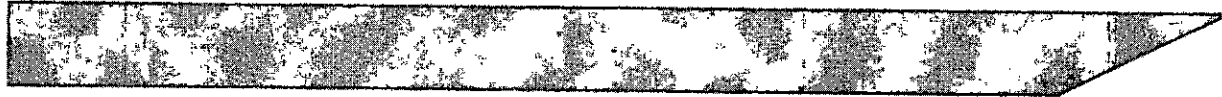
Additive Alternate #1				J&S Construction 507 South Scrapper Vinita, OK 74301		Gober Construction 24965 East 91st Street South Broken Arrow, OK 74014	
Item #	Description (5+00 to 11+05)	QTY	Unit	Unit Price	Total Price	Unit Price	Total Price
A1-1	24" HD Storm Pipe (Double Run) and Fittings	LF	605	\$ 95.00	\$ 57,475.00	\$ 120.00	\$ 72,600.00
A1-2	24" Flared End Sections (Re-use from Base Bid)	EA	2	\$ 2,600.00	\$ 5,200.00	\$ 2,500.00	\$ 5,000.00
A1-3	24" Drop Inlets	EA	6	\$ 3,600.00	\$ 21,600.00	\$ 2,500.00	\$ 15,000.00
A1-4	Surface Repair	SY	126	\$ 210.00	\$ 26,460.00	\$ 115.00	\$ 14,490.00
A1-5	Topsoil and Sod	SY	1,008	\$ 18.00	\$ 18,144.00	\$ 27.00	\$ 27,216.00
Total Amount Additive Alternate #1 Bid:					\$ 128,879.00		\$ 134,306.00

Additive Alternate #2				J&S Construction 507 South Scrapper Vinita, OK 74301		Gober Construction 24965 East 91st Street South Broken Arrow, OK 74014	
Item #	Description (11+05 to 16+25)	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
A2-1	18" HD Storm Pipe (Double Run) and Fittings	LF	521	\$ 95.00	\$ 49,495.00	\$ 95.00	\$ 49,495.00
A2-2	18" Drop Inlets	EA	5	\$ 3,200.00	\$ 16,000.00	\$ 2,200.00	\$ 11,000.00
A2-3	Surface Repair	SY	57	\$ 210.00	\$ 11,970.00	\$ 115.00	\$ 6,555.00
A2-4	Topsoil and Sod	SY	870	\$ 18.00	\$ 15,660.00	\$ 27.00	\$ 23,490.00
Total Amount Additive Alternate #2 Bid:					\$ 93,125.00		\$ 90,540.00

CERTIFIED AS TRUE AND CORRECT:
 Infrastructure Solutions Group, LLC


 Dale Burke, P.E.
 President
 DB/dv Project #PRY-24-02



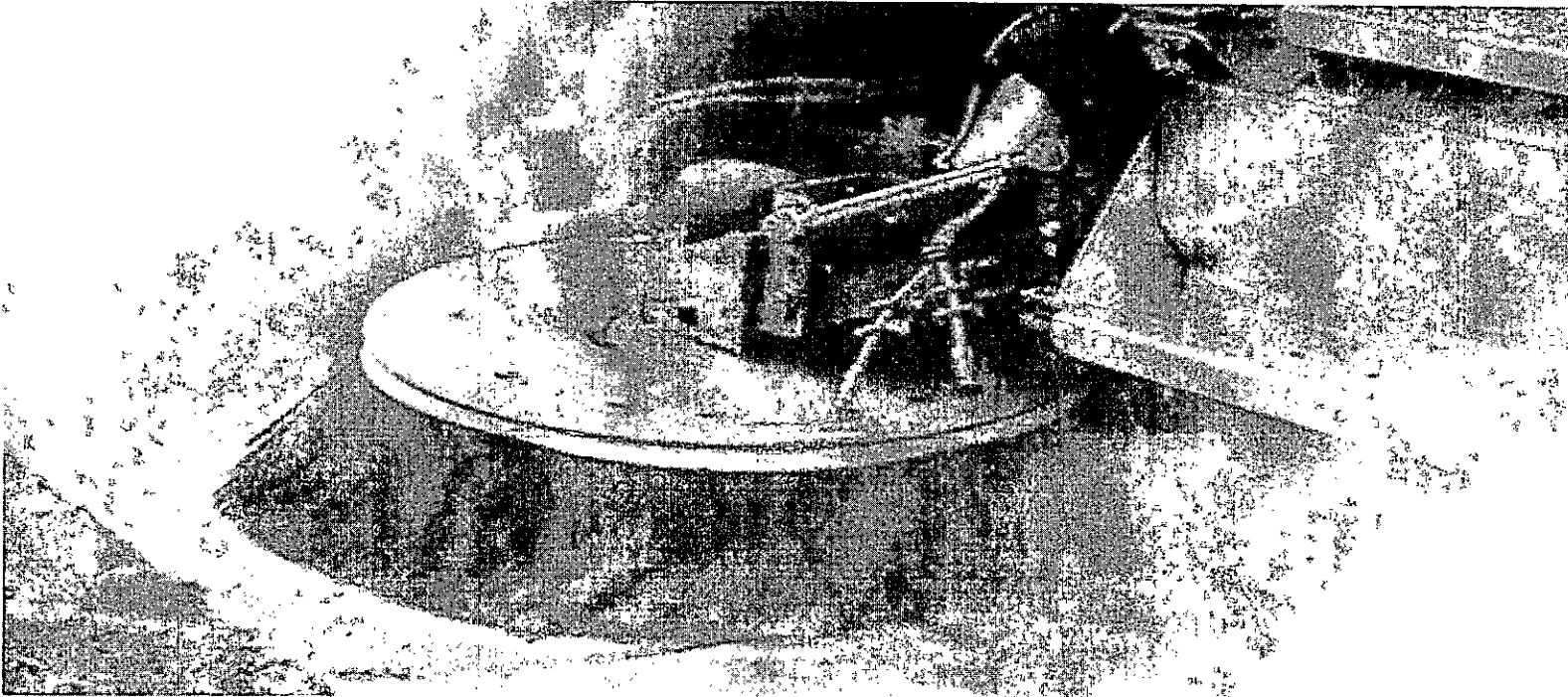


Presents a

Proposal Summary

Whirlwind1®
Powerful. Durable.
Single-Engine Pure Vacuum Sweeper.

For
Pryor, OK





Whirlwind1

Sidebrooms/Steering	Dual Sidebroom/Dual Steering
Fuel Type	Diesel
Domicile	Continental USA
Size of Sidebroom	36"

Basic Chassis Info

Source	Elgin
Chassis Brand/Model	2025 M2 Dual Steer
Chassis Mounting Charge	Chassis Mounting Charge

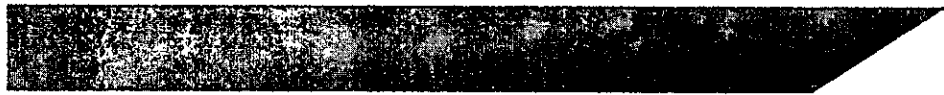
Chassis Equipment

Spare Chassis Key	1
Horn Options	Standard Electric
Chassis Battery Disconnect	Yes
Cab Mounted Convex Mirrors	12" Non-Heated Convex Mirrors
In Cab Air Restriction Gauge Chassis	Yes

Brooms

Sidebroom Tilt Option Right Hand	Yes (Includes Indicator)
Sidebroom Tilt Option Left Hand	Yes (Includes Indicator)





Sidebroom Material	Steel Bristles with Polyethylene Segments
Auto Shutter Left Hand	Yes
Auto Shutter Right Hand	Yes
Variable Speed Brooms	Dual

Conveyance & Hopper

Hopper Coating Systems	Lifeline Hopper System
Wandering Hose Type	Hydraulic Heavy Duty
Rear Mounted Wandering Hose Extension	1
Inspection Doors - Right	Right Hand Door With Step & Handle
6" Drain	Yes
Hopper Deluge	true
Right Mounted Wandering Hose	Yes

Dust Control & Flush Systems

Fill Hose Length	25'
Washdown	High Pressure Washdown
Washdown Hose Reel	Yes





Productivity Enhancements

Air Purge for Water System	Yes
Nozzle With 3rd Caster Wheel - Dual	Yes

Component Protection

Idle Down / No Water	Yes
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Lighting & Compliance

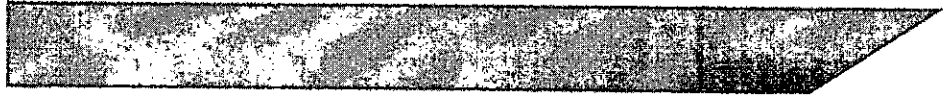
Backup Alarms	Federal Signal (Standard)
Slow Moving Vehicle Sign	Yes
Left Hand Camera	Yes
Triangle Reflective Flares (3)	Yes
(2) Rear Bumper Mounted Strobes	Yes
Rear Flood Lights	Dual Rear LED Flood Lights

Manuals and Warranty

Sweeper Warranty	Through 2nd Year (Parts/Labor)
Sweeper: Operators Manuals	1
Sweeper: Parts Manuals	1

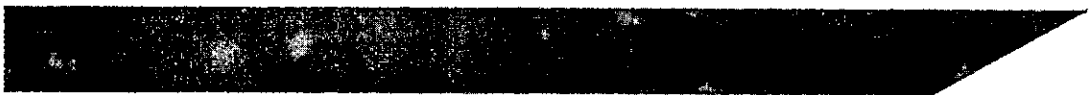
Tools/Toolbox





Hydrant Wrench	Yes
Fire Extinguishers	5 lbs
Paint & Decal	
Paint Sweeper	Standard White
Elgin Logo	Red Logo
Paint Chassis	Standard White





Chassis Notes :

Sweeper Body (Before Discount):	\$243,860.00
Sourcewell Discount:	\$7,315.80
Chassis and Freight:	\$187,733.80
Total Sourcewell Price:	\$424,278.00

Price indicated includes approved Special Request
Price valid for 30 Days from date of 07-17-2025

Product Model:Whirlwind1
Proposal Date: 07-17-2025
Quote Number: 2025-83103
Price List Date: 07-16-2025

QTY: 1

Customer Initials _____

Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by ELGIN prior to submittal of customer purchase order.
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Elgin's standard terms and conditions attached hereto and made a part hereof.

Signed By:

Date:





LIMITED WARRANTY

Limited Warranty. Each machine manufactured by ELGIN SWEEPER COMPANY ("ESCO" or the "Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

Exclusive Remedy. Should any warranted product fail during the warranty period, ESCO will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ESCO. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

The ESCO Limited Warranty shall not apply to (and ESCO shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, brooms, oils, fluids, filters, broom wire, shoe runners, rubber deflectors and suction hoses.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ESCO.
5. Repairs, modifications or alterations without the express written consent of ESCO, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by ESCO may invalidate this warranty. ESCO reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make ESCO liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of ESCO. For the avoidance of doubt, ESCO shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. ESCO makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of ESCO in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

ESCO reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

ELGIN SWEEPER COMPANY
1300 W. Bartlett Road
Elgin, Illinois 60120



11-20-2007





TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Elgin Sweeper, Inc. (hereafter referred to as Elgin). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Elgin's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgment. F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory. Elgin reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in Elgin's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Elgin. Elgin shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Elgin receives full payment, Elgin shall maintain a purchase money security interest in the product.

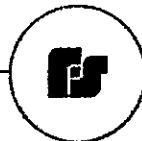
CANCELLATION: Orders cannot be canceled except upon terms that will compensate Elgin for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

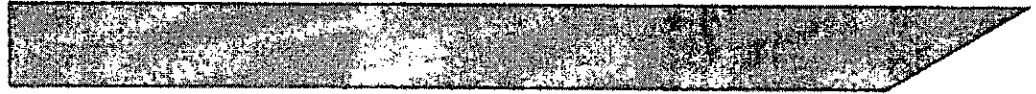
SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Elgin to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Elgin shall be liable only for ordinary care of the property.

STORAGE CHARGES: Elgin shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Elgin is at the customer's or other party's risk. Elgin is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Elgin shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.





SKETCHES, ENGINEERING DRAWINGS, MODELS, and all preparatory work created or furnished by Elgin, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Elgin.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Elgin Manufacturing, Inc. shall be responsible for Federal Excise Tax(F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Elgin will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Elgin.

PRODUCT IMPROVEMENTS: Elgin reserves the right to change manufacturing specifications and procedures in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Elgin warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANABILITY.

IT IS UNDERSTOOD AND AGREED THE ELGIN'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL ELGIN BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING ELGIN'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

ELGIN'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT ELGIN'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

CHOICE OF LAW: These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at any time by Elgin to exercise any of its rights under this agreement shall not constitute a waiver-thereof nor prejudice Elgin's right to enforce it thereafter.





COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Elgin unless in writing and agreed to by an authorized representative of Elgin. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

Signed By: _____

Date: _____



SOURCEWELL CONTRACT # 093021-GEP: V6AIR SWEEPER

DATE: 9/16/2024

CUSTOMER: Pryor, OK

Terms: 30 Days Net

DEALER: Kirby Smith

FREIGHT: FOB - Pryor, OK

QUOTE NO.: 09162024 A V6

UAO#

AVAILABLE OPTIONS (continued):

QTY	PT NO.	DESCRIPTION	List Price	Contract Price
	X281183095	High pressure water system 4 GPM / 1500 PSI for hopper washout. incl. lightweight hand lance. 50' hose and automatic winding hose drum, Including the pneumatic water drain system	6,829	\$6,504
	X281184090	Tackle line to operate the leaf screen from outside the hopper	1,113	\$1,060
	NPN	Rear View Camera with 7"LCD Monitor	1,518	\$1,445
	X281130105	Double flash beacon instead of the serial beacon - hopper roof	717	\$683
	X281130035	Basket Protectors for Beacon	221	\$211
	X281182155	Simultaneous Sweep	2,150	\$2,048
	X281183110	PM10 - Dual/ Additional spray nozzles	1,537	\$1,463
	X281181060	Heavy duty fan 25% Increased Suction	3,415	\$3,252
	X281182025	Pneumatically raised wanderhose on the rear hopper door, lowered with manual shut-off valve on the hopper door, water supply and standard suction pipe, length ca. 1.000mm.	5,565	5,300
		Freight		5000
TOTAL				\$ 422,985.00

Delivery: 300 days after receipt of order

SIGNATURE: _____

DATE: _____

Form GS-47.doc Rev: C 02/25/2013

5405 Industrial Parkway
 San Bernardino, CA 92407
 Tel: 1 (909) 713-1600
 Fax: 1 (909) 713-1613

www.globalsweeper.com



CUSTOMER: Pryor, OK
DEALER: Kirby Smith
QUOTE NO.: 09162024 A V6

Terms: 30 Days Net
FREIGHT: FOB - Pryor, OK
UAO#

GLOBAL V6AIR STANDARD EQUIPMENT

- | | |
|---|---|
| 10" (250 mm) Inside Dia. Vacuum Hose w/Straight Inlet Design | Ergo Switch to Start/Stop All Sweeping Functions |
| Hydraulic tilting system over aux. engine -hand pump for emergency. | 29 Gallon Hydraulic Oil Tank |
| 8.0 Cubic Yard (6,4m³) Hopper Volumetric Capacity | 20 Micron Return Hydraulic Filters |
| Bottom Floor Stainless Steel, side walls & engine cawl - mild steel grade | Manual safe body props |
| 60 degree Dump Angle of Debris Body | Cyclon prefilter for auxiliary engine |
| GRP Water Wanks, 502 Gallons Capacity (1.900 liters) | 25' Hydrant Hose with Coupling & Wrench |
| Remote Ground Level Drains: Engine, Hydraulic, Gearbox Oils & Coolant | Centralized Weatherproof Systems Locker |
| One (1) Gutter Broom Water Spray Jets Per Side | Two (2) Rear Mounted LED Strobes w/Limb Guards |
| Bumper Mounted Wide sweep Spray Bar with 3 Spray Jets (per side) | Body Paint Two Part Epoxy Factory White |
| Wide sweep brush water spray bar with four (4) spray jets | Engine Pack & Sweep Gear Powder Coated black |
| Four (4) Vacuum Nozzle Water Spray Jets (per side) | FAUN Air recirculation system for low dust operation |
| One (1) recirculated air nozzle water spray jet (per side) | Environmental working temperature higher than 23°F |
| One (1) suction duct top water spray jet (per side) | In-Cab Gutter Broom Down Pressure Control |
| Exact regulation of the water flow to every nozzle group | Outside Gutter Broom Tilt Control - Dual |
| Pendant wide sweep broom down pressure control | Bonded Intake Ducts |
| Outside cab handheld pendant dump controls | Tubes and Heavy Duty Wearplates - Rubberized (Dual) |
| Electrical Wiring Color and Number Coded | Aerodynamic Bulky debris flap controlled from the cab |
| Dust Proof Electrical Wiring - IP65 Standards | Remote Grease Zerk for Wide Sweep Pivot |
| Water Proof Electrical Wiring - IP67 Standards | 130 liters fuel tank for the aux. Engine with locking cap |
| In-Cab Gutter Broom Down Pressure Control | 29,5" Diameter Trailing Arm Design Gutter Broomss |
| L.E.D Indicators on All Solenoid Plugs | 16" x 59" Wide sweep Broom |
| Hydraulic suction fan drive, adjustable speed of fan | LED Gutterbroom Worklights |
| Coolant/Oil Pressure Shutdown System | "Unhanded" Suction Nozzle & Gutter Broom Assemb |
| In-Cab Gutter Broom and wide sweep broom Speed Control | Bulky debris flap controled from the CP in the cab |
| | 1 each Sweeper Ops Manual & Parts & Service CD - English |

QTY	DESCRIPTION	List Price	Contract Price
1	Global V6 Air Recirculation, DUAL Gutter Broom with Pneumatic Flaps AIR Sweeper. Aux. Engine: Aux. John Deere 4 Cylinder, Tier 4 Final Engine; CHASSIS: 2025 Freightliner M2 106 Conventional, 33,000 GVWR, LEFT HAND STEER, Cummins 6,7-200 200 HP@2300 RPM 520 LB/FT @1600 RPM with 2500 Allison Trans, 2 speed Axle, Dual Air Ride Seat, with Radio, Meets 2024 Emission	\$409,092	\$389,611

*** White W/ Gray Frame ***

AVAILABLE OPTIONS:

QTY	PT NO.	DESCRIPTION	List Price	Contract Price
	X281140005	Low noise version with fire resistant sound insulation mats in the fan compartment according to DIN 75200	3,035	\$2,891
	NPN	Centralized Grease Fittings	2,276	\$2,168
	X281182055	Dual Gutter broom tilt - in cab	1,416	\$1,348
	X281181100	John Deere Tier IV 74HP	INC	INC
	NPN	Gutter Broom In Cab Down Pressure Control	INC	INC

Delivery: 300 days after receipt of order

SIGNATURE:

DATE:

Freight - FOB Pryor, OK All prices are valid for 30 days.
 Payment is strictly 30 days net. Late payment penalty 1% per month or part thereof.

Form GS-47.doc Rev: C 02/25/2013

5405 Industrial Parkway
 San Bernardino, CA 92407
 Tel: 1 (909) 713-1600
 Fax: 1 (909) 713-1613

www.globalsweeper.com



SOURCEWELL CONTRACT # 093021-GEP: V6AIR SWEEPER

DATE: 9/16/2024

CUSTOMER: Pryor, OK

Terms: 30 Days Net

DEALER: Kirby Smith

FREIGHT: FOB - Pryor, OK

QUOTE NO.: 09162024 A V6

UAO#

AVAILABLE OPTIONS (continued):

QTY	PT NO.	DESCRIPTION	List Price	Contract Price
	X281183095	High pressure water system 4 GPM / 1500 PSI for hopper washout. incl. lightweight hand lance. 50' hose and automatic winding hose drum, Including the pneumatic water drain system	6,829	\$6,504
	X281184090	Tackle line to operate the leaf screen from outside the hopper	1,113	\$1,060
	NPN	Rear View Camera with 7"LCD Monitor	1,518	\$1,445
	X281130105	Double flash beacon instead of the serial beacon - hopper roof	717	\$683
	X281130035	Basket Protectors for Beacon	221	\$211
	X281182155	Simultaneous Sweep	2,150	\$2,048
	X281183110	PM10 - Dual/ Additional spray nozzles	1,537	\$1,463
	X281181060	Heavy duty fan 25% Increased Suction	3,415	\$3,252
		Pneumatically raised wanderhose on the rear hopper door, lowered with manual shut-off valve on the hopper door, water supply and standard suction pipe, length ca. 1.000mm.	5,565	5,300
	X281182025	Freight		5000
TOTAL				\$ 422,985.00

Delivery: 300 days after receipt of order

SIGNATURE: _____

DATE: _____

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 San Bernardino, CA 92407
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CUSTOMER: Pryor, OK
DEALER: Kirby Smith
QUOTE NO.: 09162024 A V6

Terms: 30 Days Net
FREIGHT: FOB - Pryor, OK
UAO#

GLOBAL V6AIR STANDARD EQUIPMENT

- | | |
|---|---|
| 10" (250 mm) Inside Dia. Vacuum Hose w/Straight Inlet Design | Ergo Switch to Start/Stop All Sweeping Functions |
| Hydraulic tilting system over aux. engine -hand pump for emergency. | 29 Gallon Hydraulic Oil Tank |
| 8.0 Cubic Yard (6,4m³) Hopper Volumetric Capacity | 20 Micron Return Hydraulic Filters |
| Bottom Floor Stainless Steel, side walls & engine cawl - mild steel grade | Manual safe body props |
| 60 degree Dump Angle of Debris Body | Cyclon prefilter for auxiliary engine |
| GRP Water Wanks, 502 Gallons Capacity (1.900 liters) | 25' Hydrant Hose with Coupling & Wrench |
| Remote Ground Level Drains: Engine, Hydraulic, Gearbox Oils & Coolant | Centralized Weatherproof Systems Locker |
| One (1) Gutter Broom Water Spray Jets Per Side | Two (2) Rear Mounted LED Strobes w/Limb Guards |
| Bumper Mounted Wide sweep Spray Bar with 3 Spray Jets (per side) | Body Paint Two Part Epoxy Factory White |
| Wide sweep brush water spray bar with four (4) spray jets | Engine Pack & Sweep Gear Powder Coated black |
| Four (4) Vacuum Nozzle Water Spray Jets (per side) | FAUN Air recirculation system for low dust operation |
| One (1) recirculated air nozzle water spray jet (per side) | Environmental working temperature higher than 23°F |
| One (1) suction duct top water spray jet (per side) | In-Cab Gutter Broom Down Pressure Control |
| Exact regulation of the water flow to every nozzle group | Outside Gutter Broom Tilt Control - Dual |
| Pendant wide sweep broom down pressure control | Bonded Intake Ducts |
| Outside cab handheld pendant dump controls | Tubes and Heavy Duty Wearplates - Rubberized (Dual) |
| Electrical Wiring Color and Number Coded | Aerodynamic Bulky debris flap controlled from the cab |
| Dust Proof Electrical Wiring - IP65 Standards | Remote Grease Zerk for Wide Sweep Pivot |
| Water Proof Electrical Wiring - IP67 Standards | 130 liters fuel tank for the aux. Engine with locking cap |
| In-Cab Gutter Broom Down Pressure Control | 29,5" Diameter Trailing Arm Design Gutter Broomss |
| L.E.D Indicators on All Solenoid Plugs | 16" x 59" Wide sweep Broom |
| Hydraulic suction fan drive, adjustable speed of fan | LED Gutterbroom Worklights |
| Coolant/Oil Pressure Shutdown System | "Unhanded" Suction Nozzle & Gutter Broom Assemb |
| In-Cab Gutter Broom and wide sweep broom Speed Control | Bulky debris flap controled from the CP in the cab |
| | 1 each Sweeper Ops Manual & Parts & Service CD - English |

QTY	DESCRIPTION	List Price	Contract Price
1	Global V6 Air Recirculation, DUAL Gutter Broom with Pneumatic Flaps AIR Sweeper. Aux. Engine: Aux. John Deere 4 Cylinder, Tier 4 Final Engine; CHASSIS: 2025 Freightliner M2 106 Conventional, 33,000 GVWR, LEFT HAND STEER, Cummins 6,7-200 200 HP@2300 RPM 520 LB/FT @1600 RPM with 2500 Allison Trans, 2 speed Axle, Dual Air Ride Seat, with Radio, Meets 2024 Emission	\$409,092	\$389,611

*** White W/ Gray Frame ***

AVAILABLE OPTIONS:

QTY	PT NO.	DESCRIPTION	List Price	Contract Price
	X281140005	Low noise version with fire resistant sound insulation mats in the fan compartment according to DIN 75200	3,035	\$2,891
	NPN	Centralized Grease Fittings	2,276	\$2,168
	X281182055	Dual Gutter broom tilt - in cab	1,416	\$1,348
	X281181100	John Deere Tier IV 74HP	INC	INC
	NPN	Gutter Broom In Cab Down Pressure Control	INC	INC

Delivery: 300 days after receipt of order

SIGNATURE:

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6/25/2025

Quote #: Isherbundy-0176

CITY OF PRYOR
Po Box 1167
Pryor, OK 74362

Dear Buddy:

We are pleased to quote the following for your consideration:

Global Sweepers V6Air 2025 model, Factory Order.

The following Factory and Dealer Options are included in the package:

- **Global Sweepers V6Air**
- **CHASSIS: 2025 Freightliner M2 106 Plus Conventional**
- **Detriot Diesel - 200 HP / 2500 Allison Trans**
- **50 Gallon Diesel Tank**
- **Aux. Engine: John Deere, Type 4 Cylinder 74HP**
- **High pressure water system**
- **In Cab Controls**
- **8.5 cu. yd. Hopper**
- **500gal Water Tank**
- **60 Degree Dump Angle**
- **Heavy Duty Fan**

WARRANTY:

Basic Chassis –	1 year
Cummins Engine –	2 year
Allison Trans –	2 year
Sweeper & Aux Engine –	1 year

Total Price:

\$424,980.00

**PRICING IS SUBJECT TO POTENTIAL TARIFF-RELATED SURCHARGES, WHICH MAY NOT BE REFLECTED
IN THE TOTAL ABOVE**

We believe the equipment as quoted will exceed your expectations. On behalf of Kirby-Smith Machinery, Inc., thank you for the opportunity to quote you this package.

Sincerely,
Isaac Sherbundy
Governmental Sales Representative
Kirby-Smith Machinery, Inc.
Phone: 918-438-1700
Cell: 918-443-0259
Email: isherbundy@kirby-smith.com