



**Contract Committee Review Request**  
**MUST BE COMPLETED IN FULL**

Date: 4/14/2025

Contract/Agreement Vendor: **Clifford Power - Somer Wamble**

Name of Vendor & Contact Person

swamble@cliffordpower.com

Vendor Email Address

Generator Inspections for the 2025-2026 school year

*Describe Contract (Technology, program, consultant-prof Development, etc.)*

*Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.*

**Renewal/BAHS and PAC**

Reason/Audience to benefit

4/14/2025

BOE Date

**\$ 3,665.00**

Amount of agreement

Person Submitting Contract/Agreement for Review: **James Butler**

**PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK**

Principal &/or Director or Administrator:

*James Butler*

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin:

Cabinet Team Member:

Funding Source: **Building Fund**

Fund/Project

**041-2620-438-000-0000-000-041**

OCAS Coding

☒ **Consent**

☐ **Action**

Six month interval generator inspections and reporting for the Kohler Generator located at the Broken Arrow High School in the amount of \$1,640.00

Three month interval generator inspections and reporting for the Generac Generator located at the Performing Arts Center in the amount of \$2,025.00

Total cost for both \$3,665.00

**Summary**

*This area must be complete with full explanation of contract*

**The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.**



### PLANNED MAINTENANCE (PM) AGREEMENT

Clifford Power Systems, Inc. ("CPS") agrees to provide **Broken Arrow Public Schools (PAC)** ("Customer") and Customer agrees to accept and pay for parts and services necessary to perform periodic Planned Maintenance ("PM") of ("Equipment").

Customer Address: 701 S Main City: Broken Arrow ST: OK ZIP: 74012

#### EQUIPMENT

Generator Mfr: <b>Generac</b>	M/N: <b>12431590100</b>	S/N: <b>2108061</b>	Spec: <b>130KW (1218.00)</b>
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This agreement will be in accordance to the following terms and conditions, for a period of one (1) year from the date of substantial completion.

In consideration of the agreements herein contained:

1. **Customer agrees to:** Remit the full annual amount of **\$2025.00** payable in equal quarterly installments for a one year period. Customer will receive a copy of CPS maintenance inspection report with all applicable areas filled out by the service technician. *Customer also agrees to pay all applicable taxes and environmental fees.*
2. **CPS agrees to:** Perform PM inspections of Equipment 04 times per year at approximate 03 month intervals. Work to be performed during regular business hours **8:00AM to 5:00PM Monday through Friday**. All applicable items of Equipment shall be inspected and reported to the Customer. CPS shall also report any noted problems with Equipment and recommended courses of corrective action to the Customer. CPS will perform normal maintenance on Equipment including oil and filter changes. The following are maintenance service intervals for filter and fluid changes, and other services not performed at every inspection. *All applicable items will be performed or checked at the first inspection after this agreement is accepted.*

#### INCLUDED PM ITEMS (SEE ATTACHED DETAILED INSPECTION INFORMATION)

A. Oil change once per year.	B. Oil filter change at time of oil change.
C. Fuel filter change (if applicable) once per year.	D. Oil analysis will be done (by outside laboratory) at time of oil change.
E. Coolant maintenance as necessary. Includes testing for freeze point & inhibitor levels. Conditioners added as needed. If coolant replacement necessary, a disposal fee of <b>\$1.00</b> per gallon will be assessed.	

#### OPTIONAL PM SERVICE & APPLICABLE CHARGES INCLUDED IN ABOVE PRICING

F. Perform two (2) hr Load Bank Test at time of PM visit on the (1) unit.	G. Perform megger test on alternator section and ATS.
<b>\$ 670.00</b> cost Performed Annually	<b>\$ 321.00</b> cost
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Decline Initial Appropriate Line	<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Decline

3. **Customer authorizes:** CPS to perform repairs deemed necessary for proper operation of the standby power system at time of inspection. The cost of repairs shall not exceed **\$0.00** (\$500 recommended) without customer authorization, and shall be documented on the inspection report. Repairs estimated to exceed this amount would be referred to the Customer for action and additional authorization. Cost for additional repairs will be charged at CPS prevailing labor rates plus parts costs and prevailing mileage rates (if additional trips are required).
4. **CPS warrants its work:** For a period of thirty (30) days from the date of service. This warranty is limited to failure as a result of workmanship and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident, over-loading, over-speeding, repairs made by someone other than CPS, fire, flood, vandalism, theft or any other acts beyond the control of CPS.
5. **Failures of new parts installed by CPS:** Failure of any new part/s installed by CPS during the course of maintenance service, shall be covered by the manufacturer's warranty of said part/s.
6. **Renewal:** This agreement will automatically renew at the completion of the agreement period unless cancelled per paragraph 8.
7. **This agreement may be cancelled by either party:** With a thirty (30) day written notification.
8. **Limitation of Liability:** Clifford Power System, Inc.'s liability under this agreement, if any, shall be limited to the contract amount of this agreement. In no event shall CPS be liable for any consequential, incidental or exemplary damages, including, but not limited to, loss of profits or down time.

CPS and Customer have agreed to the above this day.

By \_\_\_\_\_  
Customer-Representative

Date: \_\_\_\_\_

By **Somer N Wamble**  
CPS-Representative

Date: **03/31/2025**

Tulsa, OK  
918-836-0066  
918-836-0094 Fax  
Original-Customer

Dallas-Ft. Worth, TX  
817-640-5544  
817-453-0219 Fax

2<sup>nd</sup> Page-CPS

Oklahoma City, OK  
405-949-2332  
405-842-4864 Fax

Austin, TX  
512-477-6937  
512-477-6938 Fax  
3<sup>rd</sup> Page-CPS



### PLANNED MAINTENANCE (PM) AGREEMENT

Clifford Power Systems, Inc. ("CPS") agrees to provide **Broken Arrow Public Schools** ("Customer") and Customer agrees to accept and pay for parts and services necessary to perform periodic Planned Maintenance ("PM") of ("Equipment").

Customer Address: 1901 E Albany St City: Broken Arrow ST: OK ZIP: 74012

#### EQUIPMENT

Generator Mfr: Kohler	M/N: 100REZGD	S/N: TBD	Spec: 100KW (691.00)
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This agreement will be in accordance to the following terms and conditions, for a period of one (1) year from the date of substantial completion.

In consideration of the agreements herein contained:

1. **Customer agrees to:** Remit the full annual amount of \$1640.00 payable in equal semiannual installments for a one year period. Customer will receive a copy of CPS maintenance inspection report with all applicable areas filled out by the service technician. *Customer also agrees to pay all applicable taxes and environmental fees.*
2. **CPS agrees to:** Perform PM inspections of Equipment 02 times per year at approximate 06 month intervals. Work to be performed during regular business hours **8:00AM to 5:00PM Monday through Friday**. All applicable items of Equipment shall be inspected and reported to the Customer. CPS shall also report any noted problems with Equipment and recommended courses of corrective action to the Customer. CPS will perform normal maintenance on Equipment including oil and filter changes. The following are maintenance service intervals for filter and fluid changes, and other services not performed at every inspection. *All applicable items will be performed or checked at the first inspection after this agreement is accepted.*

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<b>\$ 550.00 cost</b> Performed Annually <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Decline Initial Appropriate Line	<b>\$ 321.00 cost</b> <input type="checkbox"/> Accept <input type="checkbox"/> Decline

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By \_\_\_\_\_  
Customer-Representative

Date: \_\_\_\_\_

By Somer N Wamble  
CPS-Representative

Date: 03/31/2025

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918-836-0066  
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Dallas-Ft. Worth, TX  
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3<sup>rd</sup> Page-CPS

FELONY COMPLIANCE AFFIDAVIT

STATE OF OKLAHOMA     }  
  }ss  
COUNTY OF TULSA        }

The undersigned, under the penalties of perjury, certifies to the Broken Arrow Public Schools ("School District") as follows"

1. The undersigned:  
      X   has a contract with the School District. OR  
    \_\_\_\_\_ is the duly authorized representative of a business ("entity") having a contract with the School District,  
    to perform work on School District premises on a full-time or part-time basis.
2. The undersigned hereby certifies that neither the undersigned nor any employee of the undersigned or of the entity, or of any subcontractor of the undersigned or the entity, will perform work on School District premises on a full-time or part-time basis that would otherwise be performed by School District employees if such employee has been convicted in this State, the United States or any other state of any felony offense unless ten (10) years have elapsed since the date of the criminal conviction or the employee has received a pardon for the offense.
3. Neither the undersigned nor any employee of the undersigned, or the entity, or of any subcontractor of the undersigned or the entity, who performs any work on School District property is currently registered under the Oklahoma Sex Offenders Registration Act or the Mary Rippey Violent Crime Offenders Registration Act.
4. The undersigned, or the entity:   X   has or \_\_\_\_\_ has not conducted a felony record search of all employees who will be assigned to work on a full-time or part-time basis on School District property.
5. This Affidavit is made and delivered pursuant to the requirements of Title 70 O.S. 6-101.48 (Supp. 2000) and Title 58 O.S. 589 (Supp. 2004) (the "Acts"). The undersigned further certifies to the School District that the undersigned and/or the entity are in full compliance with the requirements of the Acts.

EXECUTED AND DELIVERED this 24 day of March, 2025

AFFIANT'S SIGNATURE

Somer Wambel

Representing:

Clifford Power Systems, Inc

(Name of Entity)

Subscribed and sworn to before me this 24<sup>th</sup> day of March, 2025

Chuberry O B

Notary Public

(SEAL)

Notary Commission Number 24006060

My Commission Expires 5/7/2028





○ **70-6-101.48.**

○ **70-6-101.48.**

- A. No person or business having a contract with a school or school district to perform work on a full-time or part-time basis that would otherwise be performed by school district employees shall allow any employee to work on school premises if such employee is convicted in this state, the United States or another state of any felony offense unless ten (10) years has elapsed since the date of the criminal conviction or the employee has received a presidential or gubernatorial pardon for the criminal offense.
- B. Every person or business performing services not subject to subsection A of this section on the property of a school or school district shall be required to sign a statement declaring that no employee working on school premises under the authority of such business is currently registered under the provisions of the Oklahoma Sex Offenders Registration Act and that the business is not in violation of the provisions of this section. Compliance with this statute shall be required of the person or private business, and there shall be no obligation placed upon a school district to ascertain the truthfulness of the affidavit.
- C. A person or business having a written contract with a school or school district to perform work on a full-time or part-time basis that would otherwise be performed by school district employees may conduct a felony search of the employees of the person or entity who would be assigned that work through a request to the State Board of Education in the same manner as a felony search is afforded school districts by Section 5-142 of Title 70 of the Oklahoma Statutes.