

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CONTRACT FOR TRAFFIC SIGNAL PARTS, ACCESSORIES, AND REPAIR
AGENCY CONTRACT AC-0016G**

PARTIES TO THE CONTRACT

This contract is made and entered into by and between the Oklahoma Department of Transportation, hereinafter referred to as the "DEPARTMENT," and TLS Group, Inc., hereinafter referred to as the "CONTRACTOR".

SECTION 1. PURPOSE OF THE CONTRACT

This agency contract is for traffic signal parts, accessories, and repair. This Contract may be used by any entity within the Transportation Cabinet. This contract may also be utilized by other governmental entities if allowed for by that entities purchasing guidelines. upon approval by ODOT.

SECTION 2. SPECIFICATIONS

This work shall be in accordance with the response submitted by the CONTRACTOR on December 16, 2025, to the DEPARTMENT.

SECTION 3. TERM OF CONTRACT

This contract is for a twelve (12) month period, commencing on February 1, 2026, and extending through January 31, 2027. Upon mutual agreement by the DEPARTMENT and CONTRACTOR, this contract may be renewed for three (3) consecutive one-year periods.

This contract will include, by reference and incorporation, the contract bid proposal, instructions to bidders, Specifications, and all other documents contained in the bid packet for RFP# AC-0016. All actions, duties, and obligations required by the CONTRACTOR apply to the CONTRACTOR'S agents and employees. All legal protections offered to the State of Oklahoma shall also be extended to the Oklahoma Department of Transportation and any other state entity involved with this contract

SECTION 4. COMPENSATION

4.1) The DEPARTMENT agrees to pay, and the CONTRACTOR agrees to accept, in full consideration for the performance of the CONTRACTOR's obligations, compensation based on the CONTRACTOR's bid (Solicitation # AC0016) for the various pay items (See Attachment 1).

Total compensation for services rendered under this contract will be a maximum not to exceed the amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00).

4.2) Bills for fees or other compensation for services and expenses shall be submitted to DEPARTMENT in detail sufficient for a proper pre-audit and post-audit thereof. Billing shall be submitted to the address listed on the Purchase Order issued as a result of the contract.

Each invoice shall include the following information on each purchase:

- Purchase Order Number
- Cost of Product & Delivery
- Description of Supplies Provided
- Employer Identification Number
- Vendor's name, remit to address, telephone number, and date of invoice

4.3) If payment is made more than 45 days after submitting a proper invoice, the CONTRACTOR may be entitled to claim interest in the maximum amount permitted by law, until the invoice is paid in full.

SECTION 5. TRAVEL

No reimbursable travel is contemplated under the terms of the contract.

SECTION 6. DISPUTE RESOLUTION

Any dispute concerning the question of fact in connection with the work, not disposed of by the contract between the parties hereto, shall be referred to the state agency that initially awarded this contract (e.g., Department of Central Services). The decision of the administrator of said agency, or his/her duly authorized representatives, shall be final and conclusive on the parties to this contract.

SECTION 7. TERMINATION

This Contract may be terminated, without recourse, in the following circumstances:

7.1) For Convenience - The DEPARTMENT or CONTRACTOR may terminate this Contract by giving thirty (30) days written notice.

7.2) For Cause - The DEPARTMENT may, by written notice to the CONTRACTOR, terminate this Contract for any of the following reasons:

7.2.1) The CONTRACTOR discontinues providing services as required by the Contract.

7.2.2) The CONTRACTOR takes any action pertaining to this Contract without the approval of the DEPARTMENT and which, under the conditions set by this Contract, would have required the approval of the DEPARTMENT.

7.2.3) The commencement, execution or timely completion by the CONTRACTOR is, for any reason, rendered improbable, impossible, or illegal.

7.2.4) The CONTRACTOR shall be in default under any provision of this Contract.

7.3) Mutual Agreement - By mutual agreement and consent of the parties hereto, this Contract may be terminated upon sixty (60) days' written notification.

Should this Contract be terminated for any of the reasons specified above, the DEPARTMENT shall be liable to the CONTRACTOR, or CONTRACTOR's successors in interest, only for the reasonable value of services and work satisfactorily performed, up to and including the date of notice of termination.

SECTION 8. GOVERNING RULES AND REGULATIONS

The CONTRACTOR and its subcontractors, if any, shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this Contract, including workers' compensation laws, minimum and maximum salary and wage statutes and regulations. When required, the CONTRACTOR shall furnish the DEPARTMENT with satisfactory proof of its compliance therewith.

SECTION 9. COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person specifically to solicit or secure this Contract, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Contract without liability, or at its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

SECTION 10. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Contract, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin. Such actions shall include, but are not limited to, the following: employment, upgrading, demotion or transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT further agrees to insert a similar revision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

SECTION 11. TITLE VI - CIVIL RIGHTS ACT OF 1964

The CONTRACTOR shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (P.L. 88-352), the Regulations of Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21), and the assurance by the CONTRACTOR pursuant thereto.

During the performance of this Contract, the CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- (a) Compliance with Regulations: The CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- (b) Nondiscrimination: The CONTRACTOR, with regard to the work performed by it during this Contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited in Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (c) Solicitations for Subcontracts: In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, if such subcontracting is approved by the DEPARTMENT, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- (d) Information and Reports: The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the DEPARTMENT, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance: In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this Contract, the DEPARTMENT shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
- (2) Cancellation, termination, or suspension of the Contract, in whole or in part.

(f) Incorporation of Provisions: The CONTRACTOR shall include the provisions of Paragraph (a) through (f) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the DEPARTMENT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the DEPARTMENT to enter into such litigation to protect the interest of the DEPARTMENT.

SECTION 12. BINDING EFFECT

This Contract shall be binding upon and inure to the benefit of the DEPARTMENT and the CONTRACTOR and shall be binding upon their successors and assigns, subject to the limitations of Oklahoma law.

SECTION 13. HOLD HARMLESS CLAUSE

The CONTRACTOR shall indemnify and save harmless the DEPARTMENT, their respective officers, employees and agents from all claims, suits, or actions of every kind and character made upon or brought against the DEPARTMENT, their respective officers, employees and agents, for or on account of any injuries or damages received or sustained by any party or parties by or from acts of said CONTRACTOR or its servants, agents and subcontractors, in doing the work and rendered the services Contracted for, or by or consequence of any negligence in operations or any improper material or equipment used, or by or on account of any act or omission of said CONTRACTOR or his or its servants, agents and subcontractors. This hold harmless and indemnity obligation shall include attorney fees, court costs, and all other expenses incurred in the investigation and defense of any claim or suit.

SECTION 14. PRIOR UNDERSTANDINGS

This contract incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants, or conditions, and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 15. INSURANCE/LICENSES

CONTRACTOR shall maintain at all times during the term of this contract, with an insurance carrier reasonably acceptable to the DEPARTMENT and authorized to conduct business in the State of Oklahoma, insurance coverage as set forth in this Article:

1) Workers' Compensation Insurance as required by the statutes of the State of Oklahoma, and adequate (but in no event less than \$100,000) Employer's Liability Insurance.

2) Public Liability and Property Damage Insurance covering all operations and activities hereunder in the following minimum limits (but in no event less than the statutory limits found at 51 Oklahoma Statutes, Section 151 et. seq. or successor or amendatory statutes):

- a) Bodily Injury Liability in the amount of not less than \$100,000 for injuries, including accidental death and products liability, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 for one occurrence.
- b) Property Damage Liability in the amount of not less than \$100,000 for any one accident including products liability and an aggregate limit of \$1,000,000 per occurrence.
- c) Combined aggregate liability coverage shall not be less than \$2,000,000 (two million) for bodily injury, death, and property damage.

3) A Comprehensive Business Auto policy with a minimum limit of not less than One Million Dollar (\$1,000,000) combined single limit for bodily injury and property damage, providing coverage for at least any and all leased, owned, hired or non-owned vehicles used in any of CONTRACTOR's activities pursuant to this agreement, with any self-insured retention not exceeding One Hundred Thousand Dollars (\$100,000). Any and all mobile equipment which is not covered under this Comprehensive Business Auto policy shall have said coverage provided for under the Comprehensive General Liability policy.

CONTRACTOR shall furnish the DEPARTMENT with a certificate evidencing the existence of all such insurance coverage, and the certificates evidencing the existence of the insurance coverage specified in these specifications. Said insurance coverage shall provide that the DEPARTMENT is an additional named insured under said policy or policies and that said policy or policies cannot be canceled or materially modified except upon thirty (30) days' advance written notice to the DEPARTMENT. The foregoing provision regarding additional named insured shall not create or be deemed to create any liability on the part of said additional named insured which would not otherwise exist under the laws of the State of Oklahoma.

SECTION 16. AMENDMENTS OR MODIFICATION OF CONTRACT

No changes, revisions, amendments, or alterations in the manner, scope, or type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this contract.

SECTION 17. GOVERNING LAW AND VENUE

Any claims, disputes, or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Contract shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies, and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute, or litigation, mediation, or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 18. RECORDS

The CONTRACTOR and any subcontractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred under this contract, and shall make all such materials available to the DEPARTMENT or any of its duly authorized representatives and the State Auditor and Inspector at any reasonable time during the term of work on the contract, and for seven (7) years from date of final payment to the CONTRACTOR by DEPARTMENT for work performed hereunder.

SECTION 19. HEADINGS

Article headings used in the contract are inserted for convenience of reference only and shall not be deemed a part of this contract for any purpose.

SECTION 20. ASSIGNMENT

The CONTRACTOR shall NOT sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title, or interest therein, without written consent of the DEPARTMENT. In the event such consent is given, the CONTRACTOR will be permitted to sublet a portion thereof, but shall perform the work with their own organization, amounting to not less than 50% of the total contract cost. Requests for permission to sublet, assign, or otherwise dispose of any portion of the contract must be in writing and accompanied by a statement demonstrating that the organization performing the work is particularly experienced and equipped for such work. No sub-contracts, or transfer of contract, shall in any case release the CONTRACTOR of his liability under the contract and bonds.

SECTION 21. NOTICES

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

- (a) If intended for the DEPARTMENT, by mailing by first-class mail or, if the sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to DEPARTMENT as:

Oklahoma Department of Transportation
Traffic Division
Attn: Cody Hamblin
200 NE 21st Street
Oklahoma City, OK 73105

- (b) If intended for CONTRACTOR, by mailing by first-class mail or, if the sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, to an address supplied by the CONTRACTOR upon award of this Contract.

TLS Group, Inc.
ATTN: Wayne Kennedy
PO Box 14788
Oklahoma City, OK 73113

SECTION 22. SEVERABILITY

If any provision, clause, or paragraph of this contract or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses, or paragraphs of this contract which are not affected by the determination. The provisions, clauses, or paragraphs and any documents incorporated by reference are declared severable.

SECTION 23. PAYMENT OF CLAIMS

The CONTRACTOR shall pay all just claims due for the payment of all employees and mechanics for labor that will be performed, as well as for the payment of all materials and equipment rental that are actually used or rented in the performance of the contract.

SECTION 24. BREACH OF CONTRACT

Failure to perform any and all of the terms and conditions of this contract shall be deemed a substantial breach thereof and give the DEPARTMENT cause to cancel this contract on seven (7) days' written notice to the CONTRACTOR. The DEPARTMENT then reserves the right to re-award the contract to the next lowest responsible available bidder -OR- should this contract be awarded to multiple vendors, the DEPARTMENT may utilize those vendors. In the event of cancellation of this contract, the CONTRACTOR shall not be entitled to damages and agrees not to sue the DEPARTMENT for damages thereof. After notice of cancellation, the CONTRACTOR agrees to perform the terms and conditions of this contract up to and including date of cancellation, as though no cancellation had been made and notwithstanding other legal remedies which may be available to the DEPARTMENT because of the cancellation, agrees to indemnify the DEPARTMENT for its costs in procuring the services of a new CONTRACTOR.

SECTION 25. COUNTERPARTS

This Contract may be executed in counterparts, including by means of facsimile or electronic signature pages, any of which need not contain the signature of more than one party and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This contract is awarded pursuant to Oklahoma Statute, Title 74, Chapter 4, Section 85.12.B.3.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF: This Contract is executed by the CONTRACTOR on the
23rd day of January, 2026; and the DEPARTMENT on
the 27th day of January, 2026.

CONTRACTOR:
TLS Group, Inc.

Wayne Kennedy 01/23/2026
Authorized Signature Date

Recommend for Approval:

Laura M. B. 01/23/2026
Procurement Division Date

Kendal Theisen 01/23/2026
Traffic Engineering Date

Approved as to Form and Legality:

David Allen Wiley 01/23/2026
General Counsel Date

For the Department:

I certify that no Department employee involved in any manner with this contract has any financial or personal interest in this contract in compliance with 74 OS §85.42(B).

T.J. Sill 01/27/2026
TJ Sill (Jan 27, 2026 09:19:06 CST)
Chief Engineer Date

STATUTORY CERTIFICATION

The undersigned hereby certifies to the following statutory requirements:

A. Pursuant to Title 74 O.S. § 85.22, I certify:

1. I am the duly authorized agent of the contractor, for the purpose of certifying facts pertaining to the existence of collusion among and between bidders and suppliers and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in connection with the prospective acquisition;
2. I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in events leading to the acquisition or submission of such bid; and
3. Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party:
 - a. to any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting,
 - b. to any collusion with any state official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. to any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.

B. I certify pursuant to 74 OS §85.22, if awarded the contract, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of this state any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement relates.

C. I certify pursuant to Title 74 O.S. § 85.42, that no person who has been involved in any manner in the development of this Agreement while employed by the State of Oklahoma shall be employed to fulfill any of the services provided under this contract.

D. That, to the best of my knowledge and belief, the contractor has not previously entered into a contract with the Oklahoma Department of Transportation or any other agency of the State of Oklahoma, which could result in a substantial duplication of the services required by this contract, and is not currently debarred or suspended from contracting with the State of Oklahoma.

E. That the contractor has registered and fully participates in the Status Verification System, as required by Title 25 O.S. § 1313(B)(1), to verify the work eligibility status of all new employees of the contractor.

F. In full compliance with Title 74 O.S. § 582, the contractor certifies that the contractor is not currently engaged in a boycott of goods or services from Israel.

G. I certify pursuant to Title 74 O.S. §12005 that the contractor does not boycott energy companies and will not boycott energy companies during the term of this contract.

Certified by the contractor's authorized representative, DATED: 01/23/2026

Wayne Kennedy

CERTIFIER

AC0016

Traffic Signal Parts

Vendor Name: TLS Group, Inc.

ITEM CATEGORY	UOM	CATALOG #	DISCOUNT % OFF CATALOG
PARTS			
VEHICLE SIGNAL HEADS	EA		
PEDESTRIAN SIGNAL HEADS	EA		
PEDESTRIAN COUNT DOWN MODULES	EA		
SIGNAL LED LENSES / LED SIGNAL INSERTS	EA		
BACKPLATES	EA		
SIGNAL VISORS	EA		
PEDESTAL POLES	EA		
BREAKAWAY PEDESTAL POLE BASES	EA		
MAST ARM END CAPS, TRAFFIC UPRIGHT POLE CAPS, PEDSTAL POLE CAPS	EA		
ACCESS COVER DOORS	EA		
HAND HOLE COVERS	EA		
SIGNAL MOUNTING HARDWARE	EA		
METAL TRAFFIC SIGNAL CABINET RISERS	EA		
TRAFFIC SIGNAL CABINET ASSEMBLY	EA		
TRAFFIC SIGNAL CONTROLLER - NEMA, ATCC	EA		
SERVICE PANEL ASSEMBLY - ATCC	EA		
PULL BOXES (TRAFFIC SIGNAL 1, II AND III)	EA		
MALFUNCTION MANAGEMENT UNIT - NEMA	EA		
LOAD SWITCH - NEMA	EA		
FLASHER - NEMA	EA		
FLASH TRANSFER RELAY - NEMA	EA		
HIGH DENSITY FLASH TRANSFER RELAY - ATCC	EA		
DC ISOLATORS - ATCC	EA		
BUS INTERFACE UNITS	EA		
SERIAL INTERFACE UNITS	EA		
HIGH DENSITY SWITCH PACK/FLASHER UNIT	EA		
CABINET POWER SUPPLIES	EA		
CABINET MONITOR UNIT	EA		
CMU AUXILIARY DISPLAY UNIT	EA		
MONITOR KEY PROGRAMMING TOOL	EA		
MONITOR KEY	EA		
PROGRAM CARDS W/ MEMORY CHIP FOR NEMA MMU'S	EA		
SDLC HUBS AND CABLES	EA		
K1 RELAYS	EA		
SURGE ARRESTORS	EA		
CABINET LOCKING DEVICES	EA		
RADAR DETECTION SYSTEMS	EA		
RADAR DETECTION SYSTEMS REPLACEMENT PARTS	EA		
VIDEO DETECTION SYSTEMS	EA		
VIDEO DETECTION SYSTEMS REPLACEMENT PARTS	EA		
LOOP DETECTION SYSTEMS	EA		
LOOP DETECTION SYSTEMS REPLACEMENT PARTS	EA		
RAILROAD PREEMPTION EQUIPMENT	EA		
EMERGENCY VEHICLE PREEMPTION EQUIPMENT	EA		
PREEMPTION EMITTERS	EA		
PEDESTRIAN PUSHBUTTONS	EA		
PEDESTRIAN PUSHBUTTONS REPLACEMENTS PARTS	EA		
BATTERY BACKUP SYSTEM-LINE INTERACTIVE	EA		

ITEM CATEGORY			DISCOUNT % OFF CATALOG
	UOM	CATALOG #	
EMERGENCY INSTALLATION / REPAIR LABOR RATE			
HOURLY RATE - PERSONNEL ONLY	HRLY	\$150.00	
HOURLY RATE - PERSONNEL W/ HEAVY EQUIPMENT	HRLY	\$250.00	
ITEMS NOT LISTED ABOVE (FILL IN BELOW)	LIST UOM		
Laborer / Helper	HRLY	\$50.00	
Crew Truck	HRLY	\$55.00	
Digger Derrick	HRLY	\$105.00	
Trailer	HRLY	\$30.00	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2027

12/18/2025

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers Indemnity Company INSURER B: Travelers Property Casualty Company of America INSURER C: The Travelers Indemnity Company of America INSURER D: Travelers Casualty and Surety Co of America INSURER E: The Travelers Indemnity Company of Connecticut INSURER F:	FAX (A/C, No): NAIC # 25658 25674 25666 31194 25682
INSURED 1312716 TLS GROUP, INC. 13305 N. SANTA FE AVENUE OKLAHOMA CITY OK 73114		

COVERAGES**CERTIFICATE NUMBER:** 20676693**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	VTC2K-CO-5K009477-IND-26	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	VTC2H-CAP-5K009489-TIA-26	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	N	N	CUP-5K009490-26-25	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
B D E B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB-A2145935-26-25-K UB-A6557540-26-25-D UB-A2145775-26-25-R UB-A7670767-26-25-D	1/1/2026 1/1/2026 1/1/2026 1/1/2026	1/1/2027 1/1/2027 1/1/2027 1/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: PERMIT #: 582934528. SOLICITATION #: 24-3-0219. PROJECT: SIGNAL LIGHT REPAIRS AT HWY 270 & HWY 48, HOLDENVILLE OK. OKLAHOMA DEPARTMENT OF TRANSPORTATION ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES ARE INCLUDED AS ADDITIONAL INSUREDS AND ARE PROVIDED A WAIVER OF SUBROGATION AS REQUIRED BY WRITTEN CONTRACT AND PER THE TERMS AND CONDITIONS OF THE POLICIES. COVERAGE PROVIDED TO THE ADDITIONAL INSUREDS IS PRIMARY AND NON-CONTRIBUTORY. A THIRTY (30) DAY NOTICE OF CANCELLATION SHALL BE PROVIDED.)

CERTIFICATE HOLDER**CANCELLATION** See Attachment

20676693
OKLAHOMA DEPARTMENT OF TRANSPORTATION
200 NE 21ST STREET
OKLAHOMA CITY OK 73105

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

AUTHORIZED REPRESENTATIVE

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AC-0016G Contract -TLS Group Inc

Final Audit Report

2026-01-23

Created:	2026-01-22
By:	Ann Worden (ann.worden@odot.ok.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAf5EKZiIUwnnl-BfQ6OFkxpuo44WJhJ

"AC-0016G Contract -TLS Group Inc" History

-  Document created by Ann Worden (ann.worden@odot.ok.gov)
2026-01-22 - 11:56:03 PM GMT- IP address: 170.85.98.120
-  Document emailed to Kelley Deardeuff (kelley.deardeuff@tlsgroupinc.net) for signature
2026-01-22 - 11:59:22 PM GMT
-  Email viewed by Kelley Deardeuff (kelley.deardeuff@tlsgroupinc.net)
2026-01-23 - 2:36:29 PM GMT- IP address: 222.167.108.105
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