

NOTICE OF SPECIAL JOINT MEETING
OF THE BOARD OF TRUSTEES OF THE
CUSHING HOSPITAL AUTHORITY,
CUSHING INDUSTRIAL AUTHORITY
AND THE
CUSHING EDUCATIONAL FACILITIES AUTHORITY
MONDAY, DECEMBER 15, 2025
7:00 PM CUSHING CITY HALL
100 JUDY ADAMS BLVD.

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item. The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, refer to committee or subcommittee, or continue any agenda item. When more information is needed to act on item, the governing body may refer to the matter to its Municipal Government/Trust manager, Attorney or the recommending Board, Commission or Committee.

1. CALL TO ORDER AND ROLL CALL

- a. Roll Call
- b. Declaration of Quorum

2. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the Board and will be enacted by one motion. There will not be separate discussions of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- a. Approve CIA claims totaling: \$8,433.33
- b. Approve minutes: November 17, 2025 (Special Joint Meeting with the Board of Trustees of the (CMA, CHA, CIA and CEFA).
November 17, 2025 (Special Meeting).

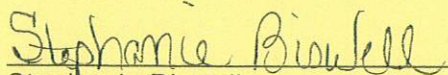
3. ITEMS REMOVED FROM CONSENT AGENDA

4. SCHEDULED BUSINESS

- a. CHA: Authorize the Vice Chair to execute a construction contract and related documentation with Lambert Construction Co. in the amount of \$250,629.00 for the construction of approximately 1,730 linear feet of trail in and around the Sports Complex and to further allocate remaining grant funds for additional work bid by unit pricing for a total amount not to exceed \$264,972.00, and to authorize payment.

5. ADJOURNMENT

Posting Notice: I certify that this Notice was posted on the 10th day of December at 3:00 PM as required by law in accordance with Title 25 OS Sec. 311 of the Oklahoma Statutes.


Stephanie Biswell,
Executive Administrative Assistant

NOVEMBER 2025 CLAIMS

CUSHING INDUSTRIAL AUTHORITY

** CLAIMS **

OPERATING FUND (475)		\$8,433.33
ADDED TO CLAIMS (475)	\$	-
		<hr/>
TOTAL		\$8,433.33

PACKET: 25953 CIA 11/2025
VENDOR SET: 01
FUND : 475 CUSHING INDUSTRIAL AUTH.
DEPARTMENT: 00 NON-DEPARTMENTAL
BUDGET TO USE: CB-CURRENT BUDGET

BANK: 6

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
56	CUSHING ECONOMIC DEVELO	I-98	475-500-3420	CONTRACT - CE DECEMBER CEDI	001903	8,333.33
01-4535	ADVANCED SEPTIC PUMPING	I-19819	475-500-3482	CUSHING PRIDE RECYCLING CUSHING PRIDE	001902	100.00
DEPARTMENT 00 NON-DEPARTMENTAL					TOTAL:	8,433.33
FUND 475 CUSHING INDUSTRIAL AUTH. TOTAL:						8,433.33
REPORT GRAND TOTAL:						8,433.33

NOVEMBER 2025 CLAIMS

CUSHING HOSPITAL AUTHORITY

** CLAIMS **

OPERATING FUND (370)

\$0.00

TOTAL

\$0.00

IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW, THE AGENDA WAS
POSTED NOVEMBER 12, 2025, AT 11:00 A.M. AT THE CUSHING CITY HALL,
100 JUDY ADAMS BOULEVARD, CUSHING, OKLAHOMA

MINUTES OF THE SPECIAL JOINT MEETING
CUSHING CITY COMMISSION,
CUSHING MUNICIPAL AUTHORITY,
CUSHING HOSPITAL AUTHORITY,
CUSHING INDUSTRIAL AUTHORITY,
AND CUSHING EDUCATIONAL FACILITIES AUTHORITY
HELD AT 100 JUDY ADAMS BOULEVARD
NOVEMBER 17, 2025
5:30 P.M.

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item. The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, refer to committee or subcommittee, or continue any agenda item. When more information is needed to act on item, the governing body may refer to the matter to its Municipal Government/Trust manager, Attorney or the recommending Board, Commission or Committee.

1. CALL TO ORDER AND ROLL CALL

- a. Roll Call
- b. Declaration of Quorum

The Special Joint Meeting of the Cushing City Commission, Cushing Municipal Authority, Cushing Hospital Authority, Cushing Industrial Authority, and the Cushing Educational Facilities Authority was called to order on November 17, 2025, by Chairman Roberson.

PRESENT: BRANYAN, LAMB, BEASLEY, LOFTON, ROBERSON
ABSENT: NONE

2. SCHEDULED BUSINESS

- a. Discussion of Current Capital Improvement Projects.

Assistant City Manager Griffith presented on the current Capital Improvement Projects.

- b. Discussion of Midyear-Progress Update of City Commission Strategic Planning Goals.

City Manager Ochsner gave updates on City Commission Strategic Planning Goals.

3. ADJOURNMENT

MOTION: A MOTION WAS MADE BY COMMISSIONER LAMB TO ADJOURN THE NOVEMBER 17, 2025, SPECIAL JOINT MEETING OF THE CUSHING CITY COMMISSION, CUSHING MUNICIPAL AUTHORITY, CUSHING HOSPITAL AUTHORITY, CUSHING INDUSTRIAL AUTHORITY, AND THE CUSHING EDUCATIONAL FACILITIES AUTHORITY AT 6:35 P.M. THE

MOTION WAS SECONDED BY COMMISSIONER BRANYAN AND RESULTED IN THE FOLLOWING VOTE.

AYES: BRANYAN, LAMB, BEASLEY, LOFTON, ROBERSON
NAYS: NONE

(S E A L)

B.J. ROBERSON, CHAIRMAN
CUSHING CITY COMMISSION,
CUSHING MUNICIPAL AUTHORITY,
CUSHING HOSPITAL AUTHORITY,
CUSHING INDUSTRIAL AUTHORITY,
AND THE
CUSHING EDUCATIONAL FACILITIES
AUTHORITY

ATTEST:

JERRICA WORTHY, CITY CLERK
AND SECRETARY

MINUTES OF THE SPECIAL JOINT MEETING
CUSHING HOSPITAL AUTHORITY,
CUSHING INDUSTRIAL AUTHORITY
AND THE
CUSHING EDUCATIONAL FACILITIES AUTHORITY
HELD AT 100 JUDY ADAMS BLVD.
NOVEMBER 17, 2025
7:00 P.M.

1. CALL TO ORDER AND ROLL CALL

- ## 2. CONSENT AGENDA

l l p a g e

MOTION: A MOTION WAS MADE BY TRUSTEE BRANYAN TO APPROVE THE CONSENT AGENDA AS PRESENTED. THE MOTION WAS SECONDED BY TRUSTEE LOFTON AND RESULTED IN THE FOLLOWING VOTE.

AYES: BRANYAN, LAMB, BEASLEY, LOFTON, ROBERSON
NAYS: NONE

3. ITEMS REMOVED FROM CONSENT AGENDA

None.

4. SCHEDULED BUSINESS

None.

5. ADJOURNMENT

MOTION: A MOTION WAS MADE BY TRUSTEE LOFTON TO ADJOURN THE NOVEMBER 17, 2025, SPECIAL JOINT MEETING OF THE CUSHING HOSPITAL AUTHORITY, CUSHING INDUSTRIAL AUTHORITY, AND THE CUSHING EDUCATIONAL FACILITIES AUTHORITY AT 8:12 P.M. THE MOTION WAS SECONDED BY VICE CHAIR BEASLEY AND RESULTED IN THE FOLLOWING VOTE.

AYES: BRANYAN, LAMB, BEASLEY, LOFTON, ROBERSON
NAYS: NONE

(S E A L)

B.J. ROBERSON, CHAIRMAN
CUSHING HOSPITAL AUTHORITY,
CUSHING INDUSTRIAL AUTHORITY,
AND THE
CUSHING EDUCATIONAL FACILITIES
AUTHORITY

ATTEST:

JERRICA WORTHY, SECRETARY

The City of
Cushing | Agenda Item Cover Sheet
OKLAHOMA

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE CITY COMMISSION / TRUSTEES OF
THE CUSHING MUNICIPAL AUTHORITY / TRUSTEES OF THE CUSHING HOSPITAL AUTHORITY

Date of Meeting: December 15th, 2025

Agenda Item No: 4a

Subject: Contract Award for Sports Complex Trail Project

Staff Resources: Brian Patric, PLA - CLS & Associates
Derek Griffith, Assistant City Manager
Ryan Ochsner, City Manager

I. Summary

On December 3rd staff publicly opened bids for the trail project located at the Sports Complex. In total, five qualified bidders responded to the request and their proposals are listed in the bid tab below. After a thorough examination of the bid submittals and required documentation our project manager, Brian Patric of CLS & Associates, has provided a letter of recommendation to award contract to Lambert Construction for construction of the trail. The total remaining budget available for construction funded by grant dollars is \$264,972.00. While the base bid with alternates received from Lambert is lower than the remaining balance staff is requesting the full amount with the anticipation of adding via change order items bid by unit price (additional trail, lighting, sod) to capitalize on all available funding.

Vendor	Base Bid	Alt. 1	Alt. 2	Alt. 3	Total
Lambert Const. Co.	200,143.00	30,246.00	10,240.00	10,000.00	\$250,629.00
A&K Const.	251,000.00	34,250.00	13,000.00	13,000.00	\$311,250.00
Ellsworth Const.	258,891.42	31,365.10	10,676.33	11,935.00	\$312,867.85
J Lee Enterprises	265,490.00	27,200.00	9,470.00	25,000.00	\$327,160.00
Crossfire Const.	382,481.00	30,181.75	10,507.55	11,500.00	\$434,670.30

Unit Pricing

Vendor	4" Concrete per Square Yard	Borrow per Cubic Yard	Sod per Square Yard	Solar LED Light per each
Lambert Const. Co.	82.80	50.00	3.75	7,857.14
A&K Const.	101.00	150.00	5.00	6,894.00
Ellsworth Const.	89.29	61.37	9.79	10,268.44
J Lee Enterprises	75.00	65.00	11.00	7,500.00
Crossfire Const.	78.50	19.00	4.50	7,500.00

II. Fiscal Impact

This project is fully funded by a recreational trails grant administered by the Oklahoma Tourism and Recreation Department. We will be responsible for the upfront expenditures before filing for reimbursement under the program. A budget amendment to capture the expenditure has already been completed. (370-500-5621) Cap. Imp. – Wellness Trail

III. Recommended Action

Authorize the Vice Chair to execute a construction contract and related documentation with Lambert Construction Co. in the amount of \$250,629.00 for the construction of approximately 1,730 linear feet of trail in and around the Sports Complex and to further allocate remaining grant funds for additional work bid by unit pricing for a total amount not to exceed \$264,972.00, and to authorize payment.



Brian Patric, PLA

President, CLS & Associates, Landscape Architects
825 North Broadway Ave., Suite #315
Oklahoma City, OK 73102

December 4, 2025

To Whom It May Concern:

I am pleased to recommend Lambert Construction Company for the Cushing Sports Complex Trail project. Their bid package is complete, well-organized, and demonstrates a clear understanding of the project requirements.

Lambert Construction submitted the following pricing:

1. **Base Bid** -- \$200,143.00
2. **Alternate #1** -- \$30,246.00
3. **Alternate #2** -- \$10,240.00
4. **Alternate #3** -- \$10,000.00

The total bid amount, including all three alternates, is \$250,629.00.

They propose a 90-day completion period for the base scope, with an additional 30 days if all alternates are selected. This is an efficient and appropriate schedule for a project of this magnitude. Their submittal includes all required affidavits, a bid bond supported by The Gray Casualty & Surety Company, and a comprehensive financial qualifications statement confirming their capacity and reliability.

Based on their competitive pricing, complete documentation, and demonstrated ability to perform this type of work, I recommend awarding the project to Lambert Construction Company, including the Base Bid and all three Alternates. I am confident they will deliver a high-quality trail improvement for the City of Cushing.

Please feel free to contact me with any questions.

A handwritten signature in black ink, appearing to read 'B. Patric'.

Sincerely,

Brian Patric, PLA, President
CLS & Associates, Landscape Architects
405-525-2220

The City of
Cushing
OKLAHOMA

NOTICE OF AWARD

Cushing Sports Complex Trail Project
City of Cushing, Oklahoma

December 15, 2025
Lambert Construction Company
2508 E 6th Ave.
Stillwater, OK 74074

Dear Contractor:

The City of Cushing has reviewed all bids submitted for the Cushing Sports Complex Trail Project and has determined that Lambert Construction Company is the lowest responsible and responsive bidder.

AWARD OF CONTRACT

You are hereby notified that your bid has been accepted for the following amounts:

1. Base Bid: \$200,143.00
2. Alternate No. 1: \$30,246.00
3. Alternate No. 2: \$10,240.00
4. Alternate No. 3: \$10,000.00

Total Contract Award (Base Bid + All Alternates): \$250,629.00

CONTRACT EXECUTION REQUIREMENTS

Within 10 calendar days of receipt of this Notice of Award, you are required to:

1. Execute the Agreement between Owner and Contractor.
2. Provide the required Performance Bond, Payment Bond, and Maintenance Bond (if required).
3. Submit certificates of insurance meeting the requirements of the Contract Documents.
4. Provide any additional documentation requested by the Owner or Engineer.

Failure to comply with these requirements within the allotted time may result in forfeiture of your bid security and consideration of award to the next qualified bidder.

NOTICE TO PROCEED

A formal Notice to Proceed will be issued after all executed documents, bonds, and insurance certificates have been received and approved.

We look forward to working with you on this important project for the City of Cushing.

Geoffery Beasley, Vice Chairman
City of Cushing

Chris Allen, Vice President
Lambert Construction Company

CONSTRUCTION CONTRACT
(AGREEMENT)

THIS CONTRACT, made the 15 day of December, 2025, by and between
Lambert Construction Company, hereinafter called
CONTRACTOR, and City of Cushing., hereinafter called the OWNER.

WITNESSETH: That the CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF THE WORK

The CONTRACTOR shall furnish all of the materials and perform all of the work shown on the Drawings and described in the Project Manual, including addenda thereto, which are entitled:

CITY OF CUSHING
CUSHING, OKLAHOMA

CONSTRUCT:
CUSHING SPORTS COMPLEX TRAIL

hereinafter called the PROJECT, as prepared by CLS & Associates., hereinafter called the ARCHITECT/ENGINEER, and shall do everything required by this contract. The bidding on and supervision of construction of this Contract shall be under the supervision of the ARCHITECT/ENGINEER.

ARTICLE 2: TIME OF COMPLETION

The construction work to be performed under this Contract shall be commenced on the first day after a written "Notice to Proceed" of the Owner is issued.

ARTICLE 3: AMORTIZATION PAYMENT REQUIREMENTS

It is mutually agreed, between the parties, that time is of the essence of this Contract. The OWNER must have possession of the facilities described in Article 1, ready for occupancy, in accordance with the completion dates established in Article 2. Should the PROJECT not be completed by the established completion dates, the CONTRACTOR agrees to pay amortization payments of One Hundred Dollars (\$100.00) per day, beginning the working day after the Time of Completion and continuing for each day thereafter until the complete PROJECT is accepted for final occupancy.

The ARCHITECT/ENGINEER shall certify, after consultation with the OWNER and the CONTRACTOR, the date on which the PROJECT is acceptable for final occupancy.

The OWNER shall furnish the site and access to the site. Further, the OWNER shall do all things within its power to cooperate with the CONTRACTOR and to facilitate the CONTRACTOR'S efforts to complete the work as provided in the Contract. The CONTRACTOR is relieved of responsibility for the payment of such amortization only to the extent that the failure of space to be available for occupancy in accordance with the completion time established in Article 2 is caused by Acts of God.

ARTICLE 4: CONTRACT SUM

The OWNER shall pay the CONTRACTOR for the performance of the contract in current funds the sum of

Two Hundred-Fifty Thousand-Six Hundred and Twenty-Nine Dollars and no cents (\$250,629.00)

ARTICLE 5: THE CONTRACT DOCUMENTS

The Drawings and the Project Manual referred to in Article 1 herein are a part of this Contract as if hereto attached and herein repeated. This Contract is based on the Drawings and the Project Manual dated November 05, 2025 and addenda thereto

as follows: Addendum #1 11-21-2025

It is agreed that changes, additions, or deletions may be made to the Drawings and the Project Manual, and work to be performed, only upon an agreement executed in writing entered into by parties to this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, the day and year first written above.

LAMBERT CONSTRUCTION COMPANY
CONTRACTOR

ATTEST and SEAL:

By CHRIS ALLEN

Title VICE PRESIDENT

IN WITNESS WHEREOF, the parties hereto have executed this agreement, the day and year first above written.

ATTEST and SEAL

LAMBERT CONSTRUCTION COMPANY
CONTRACTOR

By CHRIS ALLEN

Title VICE PRESIDENT

ATTEST and SEAL

CITY OF CUSHING

JERRICA WORTHY, CITY CLERK

GEOFFREY BEASLEY, VICE CHAIRMAN

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

MATT PETERS, CITY ATTORNEY

The following sworn, notarized statement must be signed and notarized before this Contract will become effective:

STATE OF _____)
COUNTY OF _____) ss

CHRIS ALLEN, of lawful age, being first duly sworn, on oath says that he is the agent authorized by Contractor to submit the above Contract to City of Cushing Affiant further states that Contractor has not paid, given, or donated or agreed to pay, give or donate to any officer or employee of City of Cushing any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

Subscribed and sworn to before me this _____ day of _____, _____.

My Commission Expires:

Notary Public

ADDENDUM NUMBER ONE
to
Contract Documents and Specifications
for
Cushing Sports Complex Trail
Cushing, OK

This Addendum, issued November 21, 2025 shall take precedence over the original Contract Documents and Specifications.

This Addendum consists of:

- 1 sheet Sign in sheet from Pre-bid Conference
- 10 sheets Revised bid documents with modifications clouded in red.
- 1 sheet Revised Proposal form
- 8 sheets Davis Beacon Wage rates for Payne County.

Summary

The following changes to the project manual are incorporated into the contract documents by means of this Addendum No. 1:

- Item 1. Revise sheet C1 pay quantities as shown below:
 - i. Revise pay item 3 to include pay item note #15
 - ii. Revise pay item 6 to increase quantity to 130 linear feet
 - iii. Revise pay item 14 to increase quantity to 150 cubic yards
 - iv. Revise pay item 15 to include pay item note # 14
 - v. Pay item notes 14 and 15 added
- Item 2. Revise sheet L2
 - i. Adjust sidewalk and bench at existing playground to align with playground ADA ramp
 - ii. Adjust trail crossing note to read 6 inches thick
 - iii. Adjust rip rap to be installed on top of existing boulders
 - iv. Adjust trail layout at existing sidewalk to be installed perpendicular to existing walk.
 - v. Adjust note at existing ADA parking to include demolition of existing pavement.
 - vi. Adjust note to add one 16-inch diameter tinhorn
- Item 3. Revise sheet D1
 - i. Adjust detail 4 to include drill 1/2" diameter hole in existing concrete in lieu of imbedding sleeve with high strength grout.
- Item 4. Revise sheet D4
 - i. Adjust detail 2 to include double-walled HDPE pipe

Note:

Contact OKIE 811 for utility markings, who will notify utilities and pipeline operator. Pipeline operator will contact contractor to coordinate work on or near pipeline easement..

The last day for questions to be incorporated into an addendum is Wednesday November 26, 2025 at 5:00 pm.

Bid location, date and time to remain per bid documents and shown below.

Bids will be received at City Hall, 100 Judy Adams Boulevard, Cushing Oklahoma, 74023, until 2:00 pm on December 03, 2025

PROPOSAL FORM

CITY OF CUSHING - PROPOSAL FOR CONSTRUCTION OF CUSHING SPORTS COMPLEX TRAIL
Date: December 3, 2025

Name of firm: Lambert Construction Company

Address: 2508 East 6th Avenue - Stillwater, OK 74074

CITY OF CUSHING

GENTLEMEN/WOMEN:

The undersigned, as the Bidder, declares that before preparing his bid, he read carefully the Requirements for Bidders, the General and Detailed Plans and Specifications, examined the form of the contract and the several bonds and the information blanks to be submitted, and that he is familiar with all the provisions of the same and with all the requirements of the complete contract to be entered into and bonds to be executed. Said Bidder proposes and agrees that if his proposal is accepted, he will enter into a contract with City of Cushing within ten (10) days after acceptance of his bid.

Bidder proposes and agrees to furnish all labor, materials, tools and equipment, together with all other costs, including; without limiting the generality thereof, insurance, tax and supervision required for the work called for in the Drawings, the Project Manual, the Specifications, all Contract Documents, and addenda thereto for the following amounts.

THE CUSHING SPORTS COMPLEX TRAIL TOTAL BASE BID: _____

_____ Dollars (\$) 200,143 _____

BASE BID TIME FOR COMPLETION: THE WORK SHALL BE FULLY COMPLETED WITHIN 90 _____

_____ CONSECUTIVE DAYS AFTER ISSUANCE OF A NOTICE TO PROCEED

THE CUSHING SPORTS COMPLEX TRAIL TOTAL ALTERNATE #1 _____

_____ Dollars (\$) 30,246 _____

THE CUSHING SPORTS COMPLEX TRAIL TOTAL ALTERNATE #2 _____

_____ Dollars (\$) 10,240 _____

THE CUSHING SPORTS COMPLEX TRAIL TOTAL ALTERNATE #3 _____

_____ Dollars (\$) 10,000 _____

ADDITIONAL TIME FOR COMPLETION INCLUDING ALTERNATES: THE WORK SHALL BE FULLY COMPLETED
WITHIN 30 _____ CONSECUTIVE DAYS AFTER ISSUANCE OF A NOTICE TO PROCEED.

UNIT PRICE FOR NATURAL CONCRETE -- 4" THICK PER SQUARE YARD

Dollars (\$

82.80/sy

UNIT PRICE FOR BORROW PER CUBIC YARD

Dollars (\$

50/cy

UNIT PRICE FOR U-3 BERMUDA SOD PER SQUARE YARD

Dollars (\$

3.75/sy

UNIT PRICE FOR SOLAR LIGHT PER EACH

Dollars (\$

7,857.14 ea

We herewith enclose Bidder's Bond, Certified or Cashier's Check in the amount of \$ 5% as required.

Bidder agrees that the certified check, cashier's check or bidder's bond payable to City of Cushing accompanying this proposal is to be left in escrow with City of Cushing.; that its amount of five percent (5%) of the bid figure is the measure of liquidated damage which City of Cushing will sustain by failure of Bidder to execute and deliver the above named agreement, bonds, and insurance within ten (10) days of written notification of the award of the Contract to him or defaults in furnishing the bonds and insurance within said ten (10) days, the check or bidder's bond, or portion thereof, as set forth in the Public Competitive Bidding Act of 1974, amended by Law 1975, shall be due and payable to City of Cushing. If the proposal is not accepted within one hundred twenty (120) days after time set for submission of bids, or if Bidder executes and delivers said agreement, bonds, and insurance, the check or bidder's bond shall be returned to him.

ADDENDUM RECEIPT

We acknowledge receipt of the following addenda:

Addendum No. ONE dated November 21, 2025

Addendum No. dated

Addendum No. dated

The Bidder (Proposer) must submit bids on all Bids and Alternates.

City of Cushing reserves the right to award the Contract to the qualified submitter of the lowest and/or best bid received for any combination of the above stated that is within the funds available.

The undersigned agrees, if awarded the contract, to perform any additions to the plans and specifications as may be ordered by the Landscape Architect in accordance with the provisions of these specifications.

If partnership, give name and address of each member.

Lambert Construction Company

Contractor

By

Agent Chris Allen, Vice President

Address 2508 East 6th Avenue - Stillwater, OK 74074

CUSHING SPORTS COMPLEX TRAIL

CD-5

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**DETAILED CONTRACT PROPOSAL FORM
CUSHING SPORTS COMPLEX TRAIL**

Addm. #1 Form

ITEM #	SUMMARY OF PAY ITEMS	EST. QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	BASE BID				
1	MOBILIZATION	1	LS		
2	EARTHWORK	1	LS		
3	NATURAL CONCRETE - 4" THICK	1,453	SY		
4	REINFORCED TRAIL CROSSING - 6" THICK	77	SY		
5	PIPE BOLLARD	1	EA		
6	16" DIA. TINHORN WITH EARTHEN SIDES	130	LF		
7	*TYPE I RIP RAP	1	CY		
8	24" WIDE CROSSWALK STRIPING	72	LF		
9	INSTALL 6' BENCH PROVIDED BY OWNER	1	EA		
10	4" CONCRETE SLAB AT 6' BENCH WITH CLEAR SPACE	7	SY		
11	TRAIL SIGNS	1	EA		
12	SOLAR LED LIGHT POLE	7	EA		
	UNIT PRICE ITEMS				
13	NATURAL CONCRETE - 4" THICK UP TO	100	SY		
14	* BORROW UP TO	150	CUYD		
15	* U-3 BERMUDA SOD UP TO	2,000	SY		
16	SOLAR LED LIGHT POLE UP TO	7	EA		
	ADD ALTERNATE #1 - 8' WIDE WALK AT SOFTBALL FIELDS				
17	NATURAL CONCRETE - 4" THICK	320	SY		
18	10' WIDE DOUBLE GATE	1	EA		
	ADD ALTERNATE #2 - 8' WIDE WALK AT PARKING LOT				
19	REMOVE CONCRETE PAVEMENT	24	SY		
20	NATURAL CONCRETE - 4" THICK	82	SY		
21	PIPE BOLLARD	1	EA		
	ADD ALTERNATE #3 - POST AND CABLE FENCE				
22	POST AND CABLE FENCE	500	LF		

* FIELD VERIFY ACTUAL SITE CONDITIONS

**DETAILED CONTRACT PROPOSAL FORM
CUSHING SPORTS COMPLEX TRAIL**

Addm. #1 Form

ITEM #	SUMMARY OF PAY ITEMS	EST QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	BASE BID				
1	MOBILIZATION	1	LS		1,500
2	EARTHWORK	1	LS		31,655
3	NATURAL CONCRETE - 4" THICK	1,453	SY		120,308
4	REINFORCED TRAIL CROSSING - 6" THICK	77	SY		6,375
5	PIPE BOLLARD	1	EA		575
6	16" DIA. TINHORN WITH EARTHEN SIDES	130	LF		8,050
7	*TYPE I RIP RAP	1	CY		1,380
8	24" WIDE CROSSWALK STRIPING	72	LF		6,900
9	INSTALL 6' BENCH PROVIDED BY OWNER	1	EA		850
10	4" CONCRETE SLAB AT 6' BENCH WITH CLEAR SPACE	7	SY		700
11	TRAIL SIGNS	1	EA		1,725
12	SOLAR LED LIGHT POLE	7	EA		20,125
	UNIT PRICE ITEMS				
13	NATURAL CONCRETE - 4" THICK UP TO	100	SY		8,280
14	* BORROW UP TO	150	CUYD		7,500
15	* U-3 BERMUDA SOD UP TO	2,000	SY		7,500
16	SOLAR LED LIGHT POLE UP TO	7	EA		55,000
	ADD ALTERNATE #1 - 8' WIDE WALK AT SOFTBALL FIELDS				
17	NATURAL CONCRETE - 4" THICK	320	SY		26,496
18	10' WIDE DOUBLE GATE	1	EA		3,750
	ADD ALTERNATE #2 - 8' WIDE WALK AT PARKING LOT				
19	REMOVE CONCRETE PAVEMENT	24	SY		2,875
20	NATURAL CONCRETE - 4" THICK	82	SY		6,790
21	PIPE BOLLARD	1	EA		575
	ADD ALTERNATE #3 - POST AND CABLE FENCE				
22	POST AND CABLE FENCE	500	LF		10,000

* FIELD VERIFY ACTUAL SITE CONDITIONS

PROPOSAL AFFIDAVIT

THIS BID WILL NOT BE CONSIDERED UNLESS THIS AFFIDAVIT HAS BEEN FULLY COMPLETED AND SIGNED BY THE BIDDER OR AUTHORIZED AGENT OF BIDDER, AND ACKNOWLEDGED, DATED AND COMPLETED BY A NOTARY PUBLIC.

The following Affidavit is submitted by or on behalf of the Bidder as a part of this Bid:

STATE OF Oklahoma)
COUNTY OF Payne) ss

Chris Allen

(Owner, Partner, or Officer of the Firm of, Company Name, City and State.)

of lawful age, being first duly sworn, on oath says that (s)he has the lawful authority to sign the enclosed proposal and has executed said proposal in behalf of Lambert Construction Company

Chris Allen, Affiant further states that he has not directly or indirectly entered into any agreement, expressed or implied, with any other bidder or bidders having for its object the controlling amount of such bid or any bids, the limiting of the bids or bidders, the parcelling or farming out to any bidder or bidders or other persons of any part of the contract or any bid, or the subject matter of the bid or the profits thereof, and that (s)he has not and will not divulge said sealed bid to any person whatever except those having a partnership or other financial interest with him (her) in said bid, until after the said sealed bids are opened for:

Lambert Construction Company

Name of Company, Partnership or Corporation, or Individual, herein called "Bidder"

Chris Allen
Signature of Bidder or Bidder's Authorized Agent

Chris Allen, Vice President

Type or Print name and title of person who signed above

Subscribed and sworn to before me this 3rd day of December, 2025

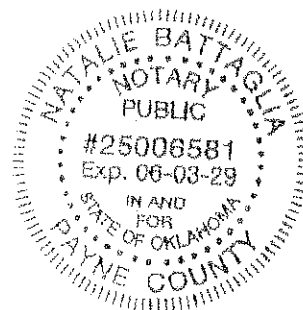
(SEAL)

Natalie Battaglia
Notary Public

Natalie Battaglia

My Commission Expires: 06/03/2029

Commission Number: 25006581



NON-COLLUSION AFFIDAVIT

THIS BID WILL NOT BE CONSIDERED UNLESS THIS AFFIDAVIT HAS BEEN FULLY COMPLETED AND SIGNED BY THE BIDDER OR AUTHORIZED AGENT OF BIDDER, AND ACKNOWLEDGED, DATED AND COMPLETED BY A NOTARY PUBLIC.

The following Affidavit is submitted by or on behalf of the Bidder as a part of this Bid:

STATE OF Oklahoma)
COUNTY OF Payne) ss

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

1. The undersigned is the Bidder or the duly authorized agent of the Bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City of Cushing, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Bid to which this statement is attached;
2. The undersigned is fully aware of the facts and circumstances surrounding the making of the Bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Bidder nor anyone subject to the Bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - b. to any collusion with any City of Cushing agent or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in an discussion between bidders and any City of Cushing, agent or employee concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Lambert Construction Company

Name of Company, Partnership or Corporation, or Individual, herein called "Bidder"

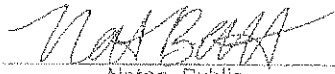

Signature of Bidder or Bidder's Authorized Agent

Chris Allen, Vice President

Type or Print name and title of person who signed above

Subscribed and sworn to before me this 3rd day of December, 2025

(SEAL)

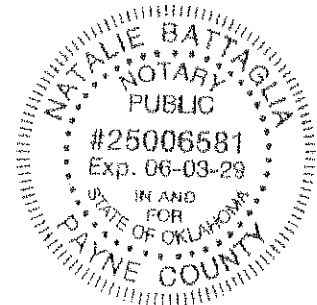

Notary Public

Natalie Battaglia

My Commission Expires: 06/03/2029

Commission Number: 25006581

This Affidavit required by the Oklahoma Competitive Bidding Act, 81 O.S. 1991 S 115



BUSINESS RELATIONSHIPS AFFIDAVIT

THIS BID WILL NOT BE CONSIDERED UNLESS THIS AFFIDAVIT HAS BEEN FULLY COMPLETED AND SIGNED BY THE BIDDER OR AUTHORIZED AGENT OF BIDDER, AND ACKNOWLEDGED, DATED AND COMPLETED BY A NOTARY PUBLIC.

The following Affidavit is submitted by or on behalf of the Bidder as a part of this Bid:

STATE OF Oklahoma)
COUNTY OF Payne) ss

Chris Allen
(Owner, Partner, or Officer of the Firm of, Company Name, City and State.)

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:

None

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:

None

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:

None

Lambert Construction Company
Name of Company, Partnership or Corporation, or Individual, herein called "Bidder"


Signature of Bidder or Bidder's Authorized Agent


Chris Allen, Vice President
Type or Print name and title of person who signed above

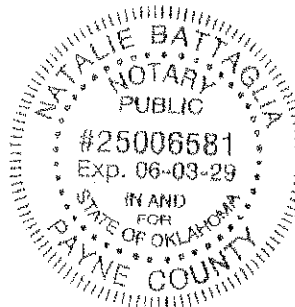
Subscribed and sworn to before me this 3rd day of December, 2025

(SEAL)

My Commission Expires: 06/03/2029

Commission Number: 25006581


Notary Public
Natalie Battaglia



FORM OF STATEMENT OF BIDDER'S QUALIFICATIONS

STATEMENT OF BIDDER'S QUALIFICATIONS

(General Contractor)

All questions must be answered and the data given must be clean and comprehensive. This statement must be notarized. If necessary, attach separate sheets for items marked (*).

1. Name of bidder.
2. Permanent main office address.
3. When organized.
4. State whether bidder is corporation, partnership or sole proprietor.
5. Date of incorporation, if corporation.
6. State of Incorporation.
7. How many years have you been engaged in the contracting business under your present firm name?
8. Contracts in progress (Indicate gross amount of each contract, the approximate dates of completion, project, owner, and architect).
9. * General character of work performed by your company.
10. Have you ever failed to complete any work awarded you. If so, where and why?
11. * Have you ever defaulted on a contract?
12. List bidder's more recently completed projects, stating the approximate cost of each, and the year completed.
13. Name of bonding company and name and address of agent.
14. * Financial statement no more than 60 days old and containing not less than that required in the following form:

BALANCE SHEET

AS OF 11/30/2025

ASSETS

CURRENT ASSETS:

Cash
Joint Venture Accounts
Accounts Receivable
Notes Receivable
Accrued Interest on Notes
Deposits
Materials and Prepaid Expense

Total Current Assets \$11,280,363.97

FIXED ASSETS - NET \$672,038.24

OTHER ASSETS \$895,515.04

TOTAL ASSETS \$12,847,917.25

LIABILITIES AND CAPITAL

CURRENT LIABILITIES

Accounts Payable
Notes Payable
Accrued Interest on Notes
Provision for Income Taxes
Advanced Received from Owners
Accrued Salaries
Accrued Payroll Taxes
Other

Total Current Liabilities \$8,173,951.47

OTHER LIABILITIES:

CAPITAL:

CUSHING SPORTS COMPLEX TRAIL

Capital Stock
Authorized and Outstanding Shares, Par Value
Earned Surplus


\$4,673,965.78

TOTAL LIABILITIES AND CAPITAL

\$12,847,917.25

15. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by City of Cushing in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at Stillwater, OK, this 3rd day of December, 2025


(Name of Bidder)

By: Chris Allen

Title: Vice President

State of Oklahoma
County Payne

Keith Williams being duly sworn deposes and says that he is

Chief Financial Officer of Lambert Construction Company

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 3rd day of December, 2025

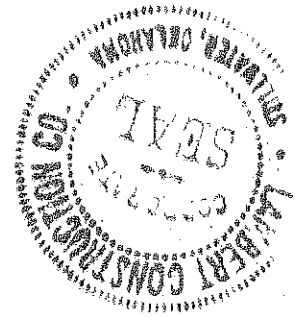




My Commission Expires: 02/02/2029

Commission Number: 09001151

(Bidder may submit additional information if desired).



BID BOND

KNOW, ALL MEN BY THESE PRESENTS, that we, the undersigned,

Lambert Construction Company

(Name of Principal)

as PRINCIPAL, and The Gray Casualty & Surety Company

(Name of Surety)

as SURETY, are held and firmly bound unto City of Cushing hereinafter called the "Local Authority" in the penal sum of Five Percent of Total Amount Bid (5% Total Amount Bid) dollars, lawful money of the United States, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated the 3rd day of December, 2025,

for Cushing Sports Complex Trail

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified within sixty (60) days after the said opening, and shall within the period specified therefore, or if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Local Authority in accordance with the bid as accepted and give bond with good and sufficient surety or sureties as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the Local Authority the difference between the amount specified in said bid and the amount for which the Local Authority may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 3rd day of December 2025, presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

(Individual Principal)

(Business Address)

(Individual Principal)

(Business Address)

ATTEST:

David Lambert

Lambert Construction Company

(Corporate Principal)

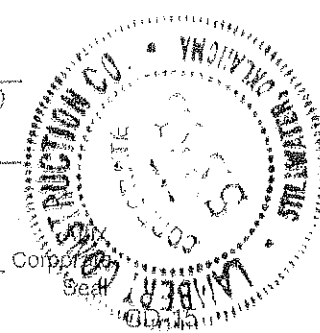
2508 East 6th

Stillwater, OK 74074

(Business Address)

BY: *Donna Abbott*

Corporate
Seal



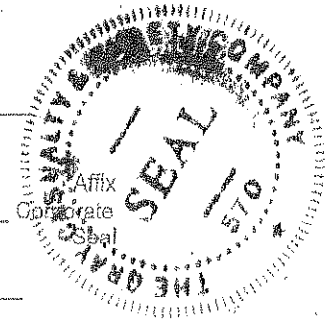
CUSHING SPORTS COMPLEX TRAIL

ATTEST:

Callie Woodard
Callie Woodard, Witness

The Gray Casualty & Surety Company
(Corporate Surety)

Becky Killman
Becky Killman, Attorney-in-Fact



(Power-of-attorney for person signing for surety company must be attached to bond).

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, *Keith A. Williams*, certify that I am the _____

Secretary of the Corporation names as Principal in the within bond; that _____

who signed the said bond on behalf of the Principal was then _____
of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed,
sealed, and attested to for and in behalf of said corporation by authority of its governing body.

(Affix
Corporate
Seal)

Keith A. Williams
Secretary



THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: NA

Principal: Lambert Construction Company

Project: Cushing Sports Complex Trail

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Joshua Bryan, Kristin Lewis, John K. Deer, Gary Liles, Stephen Michael Poleman, Becky Killman, Austin K. Greenhaw, Shelli R. Samsel, Deborah L. Raper, Thomas Perrault, Randy D. Webb, Christopher William Webb, Seth Leonard, Carey Kennemer, Vicki Wilson, Travis E. Brown, Vaughn Graham Jr., Ryan Teubner, Brian Story, D. Aaron Woolsey, Jamie Burris, and John McClellan of Tulsa, Oklahoma jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President



The Gray Casualty & Surety Company

State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 3rd day of December, 2025.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 3rd day of December, 2025.

Leigh Anne Henican

