

**NOTICE OF REGULAR MEETING AGENDA  
OF THE BOARD OF TRUSTEES  
CUSHING MUNICIPAL AUTHORITY  
MONDAY MARCH 18, 2024  
7:00 PM CUSHING CITY HALL  
100 JUDY ADAMS BLVD.**

THE BOARD MAY DISCUSS, CONSIDER, AND VOTE ON ANY ITEM LISTED ON AGENDA IN ANY ORDER.

**1. Call to Order**

- a. Roll Call
- b. Declaration of Quorum

**2. Public Input and Unscheduled Personal Appearances**

Citizens wishing to participate in Public Input may do so by emailing their comments to [citymanager@cityofcushing.org](mailto:citymanager@cityofcushing.org) by 12:00 pm (noon) on March 18, 2024. Comments must include the citizen's full name and address (addresses will not be read aloud). Comments received by the deadline and meeting criteria will be read into the record. Comments will be limited to 3 minutes on agenda items only. The purpose of this agenda item is to provide an opportunity for citizens to comment on agenda items. Trustees do not engage in discussion under this agenda item, and staff members are directed not to, as well. If you seek discussion or inquiry, please contact a Trustee or the office of City Manager. Responses to citizens' comments, if any, will occur under the applicable agenda item or may be reserved for further responses by phone call, personal meeting, or a posting on the City's website.

**3. Consent Agenda**

- a. Approve claims and payroll totaling: \$917,273.56
- b. Approve minutes: February 20, 2024 (Regular)
- c. Approve budget amendment: Amend FY 2023/2024 Capital Improvement Fund 252 Budget for Engine 10 repair.
- d. Authorize the purchase of diesel fuel for the Power Plant and expend up to \$25,000.00.
- e. Authorize the Chairman, Board of Trustees, to execute Change Order #04 with Cooper Machinery Services causing the continuance of work to be performed for the repair of Unit #10 at the Cushing Power Production Plant, in an additional amount of up to \$360,000.00, and to authorize payment.
- f. Authorize the City Manager to issue a purchase order to Drive-Tec VFD Specialists in an amount up to \$8,719.00 for the purchase of one Danfoss 75hp Variable Frequency Drive for the Wastewater Treatment Plant, and to authorize payment.
- g. Authorize the City Manager to execute engineering Work Order #23-11A with Professional Engineering Consultants, P.A. in the amount of \$22,400.00 for services related to the Deep Rock Road Waterline Relocation project, and to authorize payment.
- h. Authorize the City Manager to execute engineering Work Order #23-11B with Professional Engineering Consultants, P.A. in the amount of \$23,800.00 for services related to the Deep Rock Road Sanitary Sewer Relocation project, and to authorize payment.
- i. Recognize non-pay utility report for City operations and public facilities for 2/29/24 billing period.
- j. Recognize statement of cash and investments as of February 29, 2024.

**4. Items Removed from Consent Agenda**

**5. Resolutions**

- a. **RESOLUTION NO. 05-2024:** A resolution authorizing the Chairman, Board of Trustees, to execute a construction contract with McGuire Brothers Construction, Inc., to include the base bid and Alternate Bid #1 in an amount up to \$930,050.00 for the Old Drake Sanitary Sewer Line Replacement, and to authorize payment.

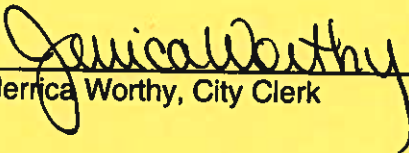
6. **Other New Business, if any, which has arisen since the posting of the Agenda and could not have been anticipated prior to the time of the posting (25 O.S. §311 (9)).**

**7. Adjournment**

Filed in the office of City Clerk and posted on the main lobby entrance door of City Hall at 10:40 AM on March 15, 2024.



\_\_\_\_\_  
Terry Brannon, City Manager

  
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Jerrica Worthy, City Clerk

# FEBRUARY 2024 PAYROLL

## CUSHING MUNICIPAL AUTHORITY

**\*\* FEBRUARY 15, 2024 \*\***

REGULAR PAYROLL	\$115,563.97
<b>TOTAL</b>	<b>\$115,563.97</b>

**\*\* FEBRUARY 29, 2024 \*\***

REGULAR PAYROLL	\$115,167.38
CMA HEALTH INSURANCE REIMBURSEMENT TO CITY	<u>\$60,842.05</u>
<b>TOTAL</b>	<b>\$176,009.43</b>

<b>TOTAL CMA PAYROLL FOR MONTH OF FEBRUARY 2024</b>	<b>\$291,573.40</b>
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# FEBRUARY 2024 CLAIMS

## CUSHING MUNICIPAL AUTHORITY

OPERATING FUND (250)	\$545,269.16
ADDED TO CLAIMS (250)	\$175.00
POSTAGE FOR UTILITY BILLS (250)	\$1,201.66
CAPITAL IMPROVEMENT FUND (252)	\$194,618.31
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TOTAL	\$741,264.13

PACKET : 22593 22594  
VENDOR SET: Mult  
FUND : 250 CMA OPERATING FUND  
DEPARTMENT: 00 CMA OPERATING FUND  
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
0	OKLAHOMA DEPT OF COMMER	I-235	250-500-0896	DEBT SERVICE- CDBG-CUSHING CONTRACT	043167	520.83
			DEPARTMENT 00	CMA OPERATING FUND	TOTAL:	520.83

PACKET : 22593 22594  
 VENDOR SET: Mult  
 FUND : 250 CMA OPERATING FUND  
 DEPARTMENT: 01 BILLING & COLLECTION  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
03	WALMART	I-03310	250-501-3440	OFFICE SUPPLI WATER, BATTERIES, TRASH BAG	043184	96.71
01-2808	DELTA DENTAL OF OKLAHOM	I-1937079A	250-501-1050	MEDICAL/LIFE BILLINGS & COLLECTIO	043148	325.99
01-4418	AMAZON CAPITAL SERVICES	I-1DF9-L936-MTHJ	250-501-3540	MISCELLANEOUS BLIND SPOT CAR MIRROR	043132	9.00
		I-1XRV-TV19-3TGH	250-501-3540	MISCELLANEOUS BATTERY PACK	043132	155.70
01-4550	TELADOC HEALTH, INC.	I-3057431 CMA	250-501-1050	MEDICAL/LIFE BILLINGS & COLLECTIO	043182	29.78
01-5174	SUN LIFE	I-02/2024 CMA	250-501-1050	MEDICAL/LIFE BILLINGS & COLLECTIO	043180	49.63
DEPARTMENT 01 BILLING & COLLECTION					TOTAL:	666.81

PACKET: 22523 BILLING POSTAGE  
 VENDOR SET: 01 CITY OF CUSHING  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
0 5		U.S. POST OFFICE				
I-FEB 2024 BILLING	2/28/2024	U.S. POST OFFICE	1,201.66			
	2	DUE: 2/28/2024 DISC: 2/28/2024		1099: N		
		U.S. POST OFFICE		250 501-3450	POSTAGE/FREIGHT	1,201.66
		--- VENDOR TOTALS ---	1,201.66			
		--- PACKET TOTALS ---	1,201.66			

PACKET : 22593 22594  
 VENDOR SET: Mult  
 FUND : 250 CMA OPERATING FUND  
 DEPARTMENT: 02 GENERAL GOVERNMENT  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2663	CONTINGENT FUND	I-24073	250-502-3440	OFFICE SUPPLI FILING QUIT CLAIM DEED	043144	20.00
01-2663	VISA	I-02/2024 BUS MTG	250-502-3540	MISCELLANEOUS BUSINESS MEETING	043183	43.06
		I-02/2024 GG	250-502-3341	EQUIPMENT PAR ADOBE PRO-FEBRUARY 2024	043183	19.99
		I-03/2024 SP MTG	250-502-3440	OFFICE SUPPLI LUNCH FOR SPECIAL CC/CMA	043183	165.00
		I-809658	250-502-3540	MISCELLANEOUS BUSINESS MEETING	043183	25.16
01-2840	AMERICAN DOCUMENT SHRED	I-176825	250-502-3440	OFFICE SUPPLI CONSOLE SHREDDING	043133	85.00
01-2885	SCHATZ WINDOW WASHING	I-28978	250-502-3320	CONTRACT LABO OUTSIDE ALL/HALLWAY I/O	043176	86.00
01-4418	AMAZON CAPITAL SERVICES	I-1JRW-VD6K-MYWH	250-502-3322	CUSTODIAL SUP AIR FRESHENER/MICROBAN	043132	64.18
01-4550	TELADOC HEALTH, INC.	I-3057431 CMA	250-502-1050	MEDICAL/LIFE GENERAL GOVT/RETIREE	043182	98.00
01-4634	STILLWATER MEDICAL CENT	I-01/04/2024-L. WARD	250-502-3343	EMPLOYEE MEDI PHYSICAL DRUG SCREEN	043177	110.00
DEPARTMENT 02 GENERAL GOVERNMENT					TOTAL:	716.39



PACKET : 22593 22594  
 VENDOR SET: Mult  
 FUND : 250 CMA OPERATING FUND  
 DEPARTMENT: 03 I.T. ADMINISTRATOR  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2808	INTERWORKS, INC.	I-251539	250-503-3320	CONSULTING SE MARCH MAINT AGREEMENT	043158	2,800.00
01-2808	DELTA DENTAL OF OKLAHOM	I-1937079A	250-503-1050	MEDICAL/LIFE IT ADMIN	043148	46.00
01-4418	AMAZON CAPITAL SERVICES	I-1FNL-RDPH-YQNC	250-503-3341	EQUIPMENT PAR GRAPHICS CARD, JACK	043132	220.94
		I-1PHL-3DHT-3FYM	250-503-3381	INSTRUMENTS & FIBER OPTIC CONNECTOR	043132	376.32
01-4550	TELADOC HEALTH, INC.	I-3057431 CMA	250-503-1050	MEDICAL/LIFE IT ADMIN	043182	4.26
01-5174	SUN LIFE	I-02/2024 CMA	250-503-1050	MEDICAL/LIFE IT ADMIN	043180	7.00
DEPARTMENT 03 I.T. ADMINISTRATOR					TOTAL:	3,454.52

PACKET : 22593 22594  
 VENDOR SET: Mult  
 FUND : 250 CMA OPERATING FUND  
 DEPARTMENT: 04 ENGINEERING  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2808	DEREK GRIFFITH	I-02/2024	250-504-3302	AUTO ALLOWANC AUTO ALLOWANCE	043156	350.00
01-2808	DELTA DENTAL OF OKLAHOM	I-1937079A	250-504-1050	MEDICAL/LIFE ENGINEERING	043148	93.33
01-3505	PROFESSIONAL ENGINEERIN	I-531578	250-504-3320	CONTRACT/CONS ON CALL SERVICES	043170	836.25
01-4550	TELADOC HEALTH, INC.	I-3057431 CMA	250-504-1050	MEDICAL/LIFE ENGINEERING	043182	8.53
01-5174	SUN LIFE	I-02/2024 CMA	250-504-1050	MEDICAL/LIFE ENGINEERING	043180	14.20
DEPARTMENT 04 ENGINEERING					TOTAL:	1,302.31

PACKET : 22593 22594  
 VENDOR SET: Mult  
 FUND : 250 CMA OPERATING FUND  
 DEPARTMENT: 05 ELECTRIC DISTRIBUTION  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0111	AMERICAN WELDING SUPPLY	I-121527	250-505-3489	SYSTEM MAINTN CYLINDER RENT	043134	4.95
01-0108	ARKANSAS ELECTRIC COOPE	I-40111881	250-505-3478	RIGHT OF WAY 3RD & LITTLE CLEAN-UP	043135	2,687.30
		I-40160041	250-505-3478	RIGHT OF WAY 50%-AREA 3 CLEARING	043135	43,763.22
		I-40260041	250-505-3478	RIGHT OF WAY 25% AREA 3 CLEARING	043135	21,881.61
		I-40260111	250-505-3478	RIGHT OF WAY 25% AREAL-C CLEARING	043135	14,587.74
		I-772550	250-505-3478	RIGHT OF WAY 3RD & LITTLE CLEAN-UP	043135	249.56
01-0111	SUMMIT UTILITIES OKLAHO	I-02/2024 ELECT DIST	250-505-3310	BUILDING MAIN ACCT#210100290434	043179	570.60
01-1099	STUART C IRBY CO	I-S013860392.001	250-505-3489	SYSTEM MAINTN 600 AMP 15KV SWITCHES	043178	2,412.00
		I-S013860392.002	250-505-3489	SYSTEM MAINTN 600 AMP 25KV SWITCHES	043178	979.50
		I-S013873293.001	250-505-3524	WIRE COND U BRENAU 1000'-WIRE	043178	1,540.00
01-1293	WALMART	I-01328	250-505-3489	SYSTEM MAINTN WATER	043184	257.28
01-1582	OTA PIKEPASS CENTER	I-20240201031	250-505-3491	TRAINING/TRAV FEBRUARY PIKEPASS	043168	3.40
01-2250	B & C BUSINESS PRODUCTS	I-0526600-001	250-505-3440	OFFICE SUPPLI POSTAGE FOR TRANSFORMER	043138	13.37
01-2663	VISA	I-02/2024 STARKS	250-505-3491	TRAINING/TRAV 2024 APPA CONFERENCE	043183	1,965.00
01-2808	DELTA DENTAL OF OKLAHOM	I-1937079A	250-505-1050	MEDICAL/LIFE ELEC DISTRIBUTION	043148	465.98
01-3704	BROKEN ARROW ELECTRIC S	C-S3165421.001	250-505-3458	POLE HDWR/ELE CREDIT-RETURNED LBL CART	043140	36.81
		I-S3161667.001	250-505-3489	SYSTEM MAINTN SHIPPING CHARGES	043140	29.90
		I-S3161667.002	250-505-3489	SYSTEM MAINTN OPTIC FAN OUT KITS	043140	85.34
		I-S3164044.001	250-505-3458	POLE HDWR/ELE SCR-DRVR/NUT DRIVER	043140	23.73
		I-S3165254.001	250-505-3458	POLE HDWR/ELE LBL CART	043140	36.81
		I-S3169494.001	250-505-3458	POLE HDWR/ELE CORNING UNICAM CONNECTOR	043140	101.40
01-4112	A & T OVERHEAD DOORS, L	I-52814	250-505-3310	BUILDING MAIN OVERHEAD DOOR ROLLERS	043126	188.00
01-4389	C & H SALES AND SERVICE	I-7087	250-505-3497	TRANSFORMERS SUB TRANSFORMER TESTING	043141	1,450.00
01-4550	TELADOC HEALTH, INC.	I-3057431 CMA	250-505-1050	MEDICAL/LIFE ELEC DISTRIBUTION	043182	42.64

PACKET : 22593 22594  
VENDOR SET: Mult  
FUND : 250 CMA OPERATING FUND  
DEPARTMENT: 05 ELECTRIC DISTRIBUTION  
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
0	4 SUN LIFE	I-02/2024 CMA	250-505-1050	MEDICAL/LIFE ELEC DISTRIBUTION	043180	70.94
DEPARTMENT 05 ELECTRIC DISTRIBUTION					TOTAL:	93,373.46

PACKET : 22593 22594  
 VENDOR SET: Mult  
 FUND : 250 CMA OPERATING FUND  
 DEPARTMENT: 06 ELECTRIC PRODUCTION  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01	AMERICAN WELDING SUPPLY	C-543823	250-506-3341	EQUIPMENT PAR CREDIT-CYLINDER LEASE	043134	4.95-
		I-121232	250-506-3341	EQUIPMENT PAR CYLINDER LEASE	043134	99.00
01-0111	SUMMIT UTILITIES OKLAHO	I-02/2024 PWR PLANT	250-506-3361	GAS ACCT#210100212287	043179	300.08
01-0135	JOHN DEERE FINANCIAL (A	I-B50486	250-506-3341	EQUIPMENT PAR FR CLOTHING, ANCHOR	043136	219.28
		I-B50561	250-506-3341	EQUIPMENT PAR MASONRY BIT SET, COUPLER	043136	65.46
01-0875	GRAND RIVER DAM AUTHORI	I-68,547	250-506-3369	GRDA (POWER P FEB 2024 ELECTRIC BILL	043155	329,069.38
01-1293	WALMART	I-01574	250-506-3540	MISC. SUPPLIE XTRA, DAWN, DX 40CT	043184	53.88
01-1440	MID-CONTINENT SALES	I-34553	250-506-3341	EQUIPMENT PAR 2 MECH SEALS/FREIGHT	043165	309.12
01-2663	VISA	I-03/20/2024	250-506-3341	EQUIPMENT PAR CONTROL RELAYS-UNIT 11	043183	3,460.09
01-2768	AEROMET ENGINEERING INC	I-63286RS	250-506-3491	TRAINING/TRAV SMOKE SCH CERTIFICATION	043130	550.00
01-2808	DELTA DENTAL OF OKLAHOM	I-1937079A	250-506-1050	MEDICAL/LIFE POWER PLANT	043148	419.32
01-3347	VICTOR HUGO OJEDA	I-17007	250-506-3310	BUILDING MAIN HYDROSTATIC TESTING	043154	85.00
01-3704	BROKEN ARROW ELECTRIC S	I-S3164256.001	250-506-3345	EQUIPMENT/TOO LIGHT REPLACEMENT	043140	340.48
01	TELADOC HEALTH, INC.	I-3057431 CMA	250-506-1050	MEDICAL/LIFE POWER PLANT	043182	38.38
01-5174	SUN LIFE	I-02/2024 CMA	250-506-1050	MEDICAL/LIFE POWER PLANT	043180	63.83
01-5215	JC SUPPLY	I-1895-04	250-506-3341	EQUIPMENT PAR TURF KING/SHIPPING	043159	460.16
DEPARTMENT 06 ELECTRIC PRODUCTION					TOTAL:	335,528.51

PACKET : 22593 22594  
 VENDOR SET: Mult  
 FUND : 250 CMA OPERATING FUND  
 DEPARTMENT: 07 WATER PRODUCTION  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
07	ACCURATE ENVIRONMENTAL					
		I-GB21174	250-507-3412	LAB FEES/TEST TOTAL COLIFORM P/A	043127	120.00
		I-GB28101	250-507-3412	LAB FEES/TEST TOTAL COLIFORM P/A	043127	150.00
		I-GB28103	250-507-3412	LAB FEES/TEST FLUORIDE	043127	35.00
		I-SU37569	250-507-3413	LAB SUPPLIES ACID, CHLORINE REAGENT	043127	463.54
01-0135	JOHN DEERE FINANCIAL (A)					
		I-B53587	250-507-3341	EQUIPMENT PAR PVC FITTINGS	043136	42.65
		I-B57075	250-507-3341	EQUIPMENT PAR ENERGIZER LITH COIN 2-PK	043136	7.98
01-0174	BAKER PHARMACY					
		I-02/2024 WATER PLT	250-507-3345	EQUIPMENT/TOO RHUS TOX	043139	86.00
01-0804	FECHNER PUMP & SUPPLY I					
		I-1441453	250-507-3328	CHEMICALS CHEST WADERS	043152	283.25
01-1381	LOWE'S					
		I-74493	250-507-3345	EQUIPMENT/TOO VISE GRIP, TANK SPRAYER	043162	93.96
		I-74535	250-507-3345	EQUIPMENT/TOO GRINDER, SAW	043162	168.07
01-1417	MCMASTER-CARR SUPPLY CO					
		I-22041757	250-507-3328	CHEMICALS SCREW LUGS, GLOVES	043164	293.82
01-1693	DEPT OF ENVIRONMENTAL Q					
		I-OE 4549415	250-507-3491	TRAINING/TRAV D OPERATOR/LEVI C WARD	043149	62.00
		I-OE 4549416	250-507-3491	TRAINING/TRAV C LAB/LEVI C WARD	043150	62.00
01-2808	DELTA DENTAL OF OKLAHOM					
		I-1937079A	250-507-1050	MEDICAL/LIFE WATER TREATMENT PLAN	043148	186.66
01-3704	BROKEN ARROW ELECTRIC S					
		I-S3164041.001	250-507-3550	WELL MAINTENA UNISTR CHANNEL	043140	37.04
		I-S3165593.001	250-507-3550	WELL MAINTENA UNISTR CHANNEL, SPRING NUT	043140	236.05
01-4550	TELADOC HEALTH, INC.					
		I-3057431 CMA	250-507-1050	MEDICAL/LIFE WATER TREATMENT PLAN	043182	17.06
01-5049	HAWKINS INC					
		I-6690964	250-507-3328	CHEMICALS CHLORINE	043157	10.00
		I-6693933	250-507-3328	CHEMICALS CHLORINE	043157	1,557.00
01-5174	SUN LIFE					
		I-02/2024 CMA	250-507-1050	MEDICAL/LIFE WATER PRODUCTION	043180	28.42
DEPARTMENT 07 WATER PRODUCTION					TOTAL:	4,092.37

VENDOR SET: 01 CITY OF CUSHING  
 PACKET: 22518 OKLA WATER RES BD 02/27/2  
 FUND : 250 CMA OPERATING FUND  
 DEPARTMENT: 07 WATER PRODUCTION

ITEMS PRINTED: PAID, UNPAID

BANK: 2

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-1570	OKLA WATER RESOURCES BD I-02/2024		250-507-3330	2023 ANNU WTR USE WELL REPORT	043106	175.00
DEPARTMENT 07 WATER PRODUCTION						TOTAL: 175.00
FUND 250 CMA OPERATING FUND						TOTAL: 175.00
REPORT GRA TOTAL:						175.00

PACKET : 22593 22594  
 VENDOR SET: Mult  
 FUND : 250 CMA OPERATING FUND  
 DEPARTMENT: 08 WATER MAINTENANCE  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0174	JOHN DEERE FINANCIAL (A)					
		I-B49051	250-508-3489	SYSTEMS MAINT PICKS, GLOVES	043136	89.96
		I-B50412	250-508-3489	SYSTEMS MAINT BORAX, CLEANER, FRESHENERS	043136	67.93
		I-B50596	250-508-3489	SYSTEMS MAINT SHOVELS	043136	39.98
		I-B50848	250-508-3489	SYSTEMS MAINT GLOVES	043136	77.94
		I-B52124	250-508-3489	SYSTEMS MAINT FIBERGLASS, SCRAPER	043136	28.97
		I-B52146	250-508-3489	SYSTEMS MAINT WINDSHIELD WASHER FLUID	043136	4.78
		I-B53077	250-508-3489	SYSTEMS MAINT BLADES, STRAPS, COUPLINGS	043136	126.01
		I-B53194	250-508-3489	SYSTEMS MAINT HANDY SOAP SHEETS	043136	3.08
		I-B55063	250-508-3489	SYSTEMS MAINT TOILET FLUSH LEVER	043136	7.59
		I-B57772	250-508-3489	SYSTEMS MAINT M18 FUEL 4-1/2/5 GRDR PAD	043136	199.99
01-0174	BAKER PHARMACY					
		I-02/2024 WATER DEPT	250-508-3540	MISCELLANEOUS RHUS TOX (POISON IVY)	043139	107.50
01-0464	CUSHING LUMBER COMPANY					
		I-260422	250-508-3489	SYSTEMS MAINT SAWZALL BLADES	043147	22.99
01-1134	KINNUNEN SALES & RENTAL					
		I-100896	250-508-3489	SYSTEMS MAINT PUMP STICKS, BATTERY	043161	599.96
		I-102741	250-508-3540	MISCELLANEOUS HONDA PUMPS REPAIR	043161	356.81
01-1293	WALMART					
		I-02795	250-508-3489	SYSTEMS MAINT TOWELS, TISSUE, PURELL	043184	93.49
		I-07490	250-508-3489	SYSTEMS MAINT 9TH GEN IPAD 64GB	043184	278.76
		I-09494	250-508-3489	SYSTEMS MAINT MICROBAN, BOUNTY, AUTO SPRY	043184	103.37
01-1512	O'REILLY AUTOMOTIVE STO					
		I-104965	250-508-3489	SYSTEMS MAINT MATS, SEAT COVERS	043166	150.96
01-1987	CORE & MAIN LP					
		I-U152711	250-508-3326	CLAMPS 3-4X7.5 REPAIR COUPLINGS	043145	347.97
		I-U255506	250-508-3326	CLAMPS 2-8X12 1/2 REPAIR CPLG	043145	439.98
		I-U256770	250-508-3326	CLAMPS 2-8X15 REPAIR COUPLINGS	043145	522.54
		I-U316698	250-508-3352	FITTINGS 2" HYMAX 2 FLIP CPLG	043145	315.98
		I-U316698	250-508-5611	WATER LINE RE 2" PVC SCH40 20'	043145	50.00
		I-U323194	250-508-3352	FITTINGS 14-2" HYMAX CPLG	043145	2,211.86
		I-U428204	250-508-3326	CLAMPS REPAIR COUPLINGS	043145	734.96
		I-U432681	250-508-3423	METERS/METER USGAL METER NEPTUNE	043145	3,475.80
01-2808	DELTA DENTAL OF OKLAHOM					
		I-1937079A	250-508-1050	MEDICAL/LIFE WATER MAINTENANCE	043148	233.32
01-3704	BROKEN ARROW ELECTRIC S					
		I-S3169004.001	250-508-3540	MISCELLANEOUS LIGHTS - SHOPS	043140	277.14
		I-S3169393.001	250-508-3540	MISCELLANEOUS LIGHTS - SHOPS	043140	51.80
01-4550	TELADOC HEALTH, INC.					
		I-3057431 CMA	250-508-1050	MEDICAL/LIFE WATER MAINTENANCE	043182	21.32



PACKET : 22593 22594  
 VENDOR SET: Mult  
 FUND : 250 CMA OPERATING FUND  
 DEPARTMENT: 08 WATER MAINTENANCE  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4849	CATES SUPPLY, INC					
		I-578444	250-508-3352	FITTINGS DISCHARGE HOSE, CLAMPS	043142	236.68
		I-578817	250-508-3352	FITTINGS STREAMLIGHT FLASHLIGHT	043142	200.43
		I-579020	250-508-3352	FITTINGS STD SS BUSHING, COMPOUND	043142	71.14
01-4849	CLEAN UNIFORM COMPANY					
		I-02/2024 CMA	250-508-3500	UNIFORMS UNIFORMS	043143	69.90
01-5174	SUN LIFE					
		I-02/2024 CMA	250-508-1050	MEDICAL/LIFE WATER MAINTENANCE	043180	35.52
DEPARTMENT 08 WATER MAINTENANCE					TOTAL:	11,656.41

PACKET : 22593 22594  
 VENDOR SET: Mult  
 FUND : 250 CMA OPERATING FUND  
 DEPARTMENT: 09 SEWER PLANT  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-007	ACCURATE ENVIRONMENTAL					
		I-GB06015	250-509-3344	ENGINEERING AMMONIA, BOD5	043127	165.00
		I-GB13020	250-509-3344	ENGINEERING AMMONIA, BOD5	043127	165.00
		I-GB20019	250-509-3344	ENGINEERING AMMONIA, BOD5	043127	165.00
		I-GB27015	250-509-3344	ENGINEERING AMMONIA, BOD5	043127	165.00
01-0135	JOHN DEERE FINANCIAL (A					
		I-B60990	250-509-3540	MISCELLANEOUS HOSE, GLOVES, SPANDEX	043136	73.97
01-0804	FECHNER PUMP & SUPPLY I					
		I-1441296	250-509-3341	EQUIPMENT PAR 6" PIPE BLIND & GASKET	043152	59.64
01-1293	WALMART					
		I-09374	250-509-3540	MISCELLANEOUS WATER, BOUNTY, MARKERS	043184	75.55
01-1512	O'REILLY AUTOMOTIVE STO					
		I-105086	250-509-3475	SLUDGE MANAGE BARREL PUMP	043166	43.99
01-2250	B & C BUSINESS PRODUCTS					
		I-0526514-001	250-509-3440	OFFICE SUPPLI PRINTER INK	043138	107.08
01-2663	VISA					
		I-200003320	250-509-3491	TRAVEL/TRAINI OML SUMMIT	043183	95.00
01-2808	DELTA DENTAL OF OKLAHOM					
		I-1937079A	250-509-1050	MEDICAL/LIFE SEWER PLANT	043148	186.66
01-3490	WESTECH ENGINEERING, LL					
		I-94299	250-509-3489	SYSTEM MAINTE BARSCREEN OIL	043185	316.50
01-4550	TELADOC HEALTH, INC.					
		I-3057431 CMA	250-509-1050	MEDICAL/LIFE SEWER PLANT	043182	17.06
01-4587	COVE ENVIRONMENTAL, JJC					
		I-39-1-24	250-509-3344	ENGINEERING TOXICITY TEST FEE	043146	1,500.00
01-5174	SUN LIFE					
		I-02/2024 CMA	250-509-1050	MEDICAL/LIFE SEWER PLANT	043180	28.42
DEPARTMENT 09 SEWER PLANT					TOTAL:	3,163.87

PACKET : 22593 22594  
 VENDOR SET: Mult  
 FUND : 250 CMA OPERATING FUND  
 DEPARTMENT: 10 SEWER MAINTENANCE  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/I ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-074	BAKER PHARMACY	I-02/2024	WATER DEPT 250-510-3540	MISCELLANEOUS RHUS TOX (POISON IVY)	043139	129.00
01-0753	ECONOMY SUPPLY, INC	I-INV304535	250-510-5612	INFILTRATION PVC PIPE, FITTINGS	043151	519.40
01-2808	DELTA DENTAL OF OKLAHOM	I-1937079A	250-510-1050	MEDICAL/LIFE SEWER MAINTENANCE	043148	279.98
01-4185	KEY EQUIPMENT AND SUPPL	I-KC211592	250-510-5612	INFILTRATION MANHOLE ROLLER GUIDE	043160	315.16
01-4550	TELADOC HEALTH, INC.	I-3057431 CMA	250-510-1050	MEDICAL/LIFE SEWER MAINTENANCE	043182	25.59
01-5174	SUN LIFE	I-02/2024 CMA	250-510-1050	MEDICAL/LIFE SEWER MAINTENANCE	043180	42.62
DEPARTMENT 10 SEWER MAINTENANCE					TOTAL:	1,311.75

PACKET : 22593 22594  
 VENDOR SET: Mult  
 FUND : 250 CMA OPERATING FUND  
 DEPARTMENT: 11 REFUSE  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
0	5	REPUBLIC SERVICES #789				
		I-789000408569A	250-511-3320	CONTRACTUAL FEBRUARY 2024 SERVICES	043175	89,481.93
					DEPARTMENT 11 REFUSE	TOTAL: 89,481.93
					FUND 250 CMA OPERATING FUND	TOTAL: 545,269.16

PACKET : 22593 22594  
 VENDOR SET: Mult  
 FUND : 252 CMA-CAPITAL IMPROVEMENT  
 DEPARTMENT: 00 CMA-CAPITAL IMPROVEMENT  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0053	ADVANCED CONTROL SYSTEM					
		I-1919002439	252-500-5555	HARMONY SUBST CREATION OF NEW SUBSTATIO	043128	4,493.75
		I-1919002440	252-500-5555	HARMONY SUBST COMPLETION/POINT LINKING	043129	4,493.75
01-0055	ALLGEIER, MARTIN & ASSO					
		I-CMA6023002-124	252-500-5555	HARMONY SUBST CONTROL & METERING	043131	2,579.58
01-3505	PROFESSIONAL ENGINEERIN					
		I-531577	252-500-5488	CDBG PROJECT CDBG PROJECT 4 EXT 2	043169	12,600.00
		I-531579	252-500-5559	COPPER/LEAD I LEAD SVC LINE INVENTORY	043171	290.00
		I-531580	252-500-5486	DEQ REMEDIATI WATER TREATMENT PLANT	043172	725.00
		I-531581	252-500-5527	MICHIGAN TRUN MICHIGAN SEWER TRUNK LINE	043173	4,500.00
		I-531582	252-500-5559	COPPER/LEAD I GRAPHIC INFO SYSTEM(GIS)	043174	6,808.00
01-5166	TECHLINE, INC.					
		I-7065868-00	252-500-5555	HARMONY SUBST 69 LINE MATERIALS	043181	1,546.23
01-5193	FORCE ELECTRICAL SERVIC					
		I-4495	252-500-5555	HARMONY SUBST CONSTRUCTION OF 69 KV	043153	156,582.00
					DEPARTMENT 00 CMA-CAPITAL IMPROVEMENT TOTAL:	194,618.31
					FUND 252 CMA-CAPITAL IMPROVEMENT TOTAL:	194,618.31
					REPORT GRAND TOTAL:	862,207.26

IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW, THE AGENDA WAS  
POSTED FEBRUARY 16, 2024, AT 10:15 A.M. AT THE CUSHING CITY HALL,  
100 JUDY ADAMS BOULEVARD, CUSHING, OKLAHOMA

MINUTES OF THE REGULAR MEETING  
CUSHING MUNICIPAL AUTHORITY  
HELD AT 100 JUDY ADAMS BLVD.  
FEBRUARY 20, 2024  
7:00 P.M.

**THE BOARD MAY DISCUSS, CONSIDER, AND VOTE ON ANY ITEM LISTED ON AGENDA  
IN ANY ORDER:**

1. Call to Order
  - a. Roll Call
  - b. Declaration of Quorum

The Regular Meeting of the Cushing Municipal Authority was called to order on February 20, 2024, by Chairman Lofton.

PRESENT: ROBERSON, BRANYAN, DOWELL, ORTON, LOFTON  
ABSENT: NONE

2. Public Input and Unscheduled Personal Appearances

Citizens wishing to participate in Public Input may do so by emailing their comments to [citymanager@cityofcushing.org](mailto:citymanager@cityofcushing.org) by 12:00 pm (noon) on February 20, 2024. Comments must include the citizen's full name and address (addresses will not be read aloud). Comments received by the deadline and meeting criteria will be read into the record. Comments will be limited to 3 minutes on agenda items only. The purpose of this agenda item is to provide an opportunity for citizens to comment on agenda items. Trustees do not engage in discussion under this agenda item, and staff members are directed not to, as well. If you seek discussion or inquiry, please contact a Trustee or the office of City Manager. Responses to citizens' comments, if any, will occur under the applicable agenda item or may be reserved for further responses by phone call, personal meeting, or a posting on the City's website.

3. Consent Agenda

- a. Approve claims and payroll totaling: \$1,155,788.91
- b. Approve minutes: January 16, 2024 (Regular)
- c. Approve budget amendment: Amend FY 2023/2024 Operating fund (250) budget and Electric Distribution department budget for the receipt of GRDA award and corresponding expenditure.
- d. Authorize the purchase of diesel fuel for the Power Plant and expend up to \$25,000.00.
- e. Approve payment to GFL Environmental Services USA, Inc. in the amount of \$18,821.00 for purchase of right-of-way for the Sanitary Sewer Project 4, Extension II project.
- f. Authorize the City Manager to issue a purchase order to Micro-Comm in an amount up to \$90,498.00 for the installation of telemetry at water wells one (1) through eight (8) and ground storage tanks, and to authorize payment.
- g. Authorize the City Manager to issue a purchase order to Irby Utilities in an amount up to \$16,500.00 for the purchase of 4/0 primary wire for Electric Distribution, and to authorize payment.

- h. **Authorize the City Manager to issue a purchase order to Sunbelt Solomon in the amount of \$62,995.00 for one (1) 1500 KVA 3-phase remanufactured padmount transformer for Electric Distribution, and to authorize payment.**
- i. **Authorize the City Manager to issue a purchase order to T&R Electric in the amount of \$63,032.00 for two (2) 500 KVA 3-phase remanufactured padmount transformers for Electric Distribution, and to authorize payment.**
- j. **Recognize non-pay utility report for City operations and public facilities for 1/31/24 billing period.**
- k. **Recognize statement of cash and investments as of January 31, 2024.**

Trustee Branyan asked for clarification on Agenda Items 3E and 3F. Mr. Brannon provided explanation and a brief project summary was provided.

**MOTION: A MOTION WAS MADE BY VICE-CHAIRMAN ORTON TO APPROVE THE CONSENT AGENDA AS PRESENTED. THE MOTION WAS SECONDED BY TRUSTEE DOWELL AND RESULTED IN THE FOLLOWING ROLL CALL VOTE.**

**AYES: ROBERSON, BRANYAN, DOWELL, ORTON, LOFTON  
NAYS: NONE**

**4. Items Removed from Consent Agenda**

**5. General Business.**

- a. **Discussion and possible action to accept an amendment to the employment agreement with Terry Brannon as City Manager.**

**MOTION: A MOTION WAS MADE BY VICE-CHAIRMAN ORTON TO ACCEPT AN AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH TERRY BRANNON AS CITY MANAGER. THE MOTION WAS SECONDED BY TRUSTEE ROBERSON AND RESULTED IN THE FOLLOWING ROLL CALL VOTE.**

**AYES: ROBERSON, BRANYAN, DOWELL, ORTON, LOFTON  
NAYS: NONE**

- 6. **Other New Business, if any, which has arisen since the posting of the Agenda and could not have been anticipated prior to the time of the posting (25 O.S. §311 (9)).**

**7. Executive Session.**

- a. **Executive Session pursuant to 25 O.S. §307(B)(1) to discuss the employment of City Manager.**
- b. **Executive Session pursuant to 25 O.S. §307(C)(11) to discuss matters pertaining to economic development, including financial assistance to entice a business for community economic benefit.**

**MOTION: A MOTION WAS MADE TRUSTEE DOWELL TO ENTER INTO EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING AGENDA ITEMS 7A-B. THE MOTION WAS SECONDED BY VICE-CHAIRMAN ORTON AND RESULTED IN THE FOLLOWING ROLL CALL VOTE.**

**AYES: ROBERSON, BRANYAN, DOWELL, ORTON, LOFTON  
NAYS: NONE**

**EXECUTIVE SESSION: ENTERED INTO EXECUTIVE SESSION AT 7:45 P.M. RETURNED FROM EXECUTIVE SESSION AT 10:00 P.M.**

**No action was taken.**

**8. Adjournment**

MOTION: A MOTION WAS MADE BY TRUSTEE DOWELL TO ADJOURN THE FEBRUARY 20, 2024, MEETING OF THE CUSHING MUNICIPAL AUTHORITY AT 10:00 P.M. THE MOTION WAS SECONDED BY TRUSTEE ROBERSON AND RESULTED IN THE FOLLOWING ROLL CALL VOTE.

AYES: ROBERSON, BRANYAN, DOWELL, ORTON, LOFTON  
NAYS: NONE

\_\_\_\_\_  
RICKY LOFTON, CHAIRMAN  
CUSHING MUNICIPAL AUTHORITY

(SEAL)

ATTEST:

\_\_\_\_\_  
JERRICA WORTHY, SECRETARY



TO THE HONORABLE CHAIRMAN AND TRUSTEES OF THE CUSHING MUNICIPAL AUTHORITY

**Date of Meeting:** March 18, 2024

**Agenda Item No:** 30

**Subject:** Amend FY 23/24 Capital Improvement Fund 252 Budget for Engine 10 Repairs

**Staff Resources:** Jerrica Worthy, Finance Director

### **I. Summary**

In response to the engine #10 repairs being presented this evening, staff prepared a supporting budget amendment.

Staff requests amending the Capital Improvement Fund (Fund 252) Budget to properly appropriate the budgetary funds to cover the newly quoted Engine 10 at the Power Plant. Per the agenda item sheet outlining the proposed repairs, the total proposed cost (with 20% contingency) is approximately \$360,000. Staff proposes adding this balance to the existing budgetary line item.

The current projection of Fund 252 fund balance for June 30, 2024 is \$463,600. Approval of the proposed amendment and corresponding repairs would decrease that projected balance to approximately \$103,600.

### **II. Fiscal Impact**

Account 252-500-5519: POWER PLANT ENGINE #10 REPAIRS

Original Budget: \$715,000.00

Previously Amended Budget: \$1,680,000

Proposed Amended Budget: \$2,040,000

\*Increase budget by \$360,000

### **III. Recommended Action**

Suggested Motion: Motion to approve budget amendment as part of the consent agenda.

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: March 18, 2024

Agenda Item No: 3E

Subject: Power Production Plant Unit #10 Repair – Change Order No. 4

Staff Resources: Terry Brannon, City Manager  
Willie Green, Power Production Superintendent  
Chad Grisier, P.E., Professional Engineering Consultants

### I. Summary

During the start up of the engine, there was another mechanical failure, which was not covered under the original scope of work. The unit had already passed the 0% idle test, but while doing the 50% loaded test for 6 minutes, the number 5 main bearing AMOT safety sensor tripped falsely, and after tripping, no issues were found when the bearing temperatures were checked. The AMOT is a safety shutdown device which senses oil pressure or other control pressure. This device is typically connected to an engine fuel rack governor or fuel pump stop lever and should a loss or drop in oil pressure occur below the set point, it will trip immediately, causing the engine to shut down.

The following morning, the AMOT sensor was changed, and testing resumed. The 15-minute test at 50% load was unremarkable. Later, the engine was 20 minutes into a thirty-minute 80% loaded test run when the main bearing sensor tripped, causing the unit to go offline. Onsite mechanics checked the temperature of the main bearings, and there was a 20-degree difference detected. Onsite mechanics performed an inspection of the crankcase, discovering metal filings in the engine oil, indicative of a bearing failure. During all other tests, the bearing temperatures were all nominal.

It is the recommendation of our consultant, Cooper Machinery Services, that a full bearing replacement be performed for every main and rod bearing.

### II. Fiscal Impact

Change Order No. 4 is projected to cost \$293,577.00. This change order now increases the actual contract value to \$1,868,081.74, which does not include our 20% contingency of \$66,423.00, bringing the total possible cost to repair to \$360,000.00. The new contract sum breakdown below does not include our contingency. Staff, in the recommendation, will ask to include the contingency so this matter does not have to be brought back to Trustees for additional action if other work must be performed.

A budget amendment is required and has been prepared by Finance Director Jerrica Worthy under a separate action. Staff is proposing to amend the Capital Improvement Fund (Fund 252) Budget to properly appropriate the budgetary funds to cover the newly quoted costs to repair the engine. Staff proposes adding this balance to the existing budgetary line item.

The contract sum prior to the change was.....\$1,574,504.74  
The new contract sum will increase by this Change Order in the amount of \$293,577.00  
The new contract sum including this change order will be .....\$1,868,081.74

**III. Cost Analysis**

As part of our agreement with the Grand River Dam Authority (GRDA), the Cushing Municipal Authority (CMA) receives capacity payments to produce power by unit #10 when our plant is requested to operate. When unit #10 is functional its monthly value is \$18,313.79 Or \$219,765.48 per year. Based solely on the new contract value of \$1,868,081.74, and if after repair the engine remains functional and there are no mechanical issues, current costs to repair the engine will be recouped in 8.5 years. The number of years to recoup costs will increase if the contingency is needed to complete the repairs.

**IV. Recommended Action**

Authorize the Chairman of the Board of Trustees to sign Change Order No. 4, causing the continuance of work to be performed by Cooper Machinery Services for the repair of Unit #10 at the Cushing Power Production Plant, in an additional amount up to \$360,000.00, and to authorize payment.

# CHANGE ORDER

---

**PROJECT:** Power Unit #10 Rebuild  
PEC #: 237050-002  
Power Unit #10 Rebuild

**CHANGE ORDER NUMBER:** 004

**DATE:** March 18, 2024

**CONTRACTOR:** Cooper Machinery Services  
16250 Port Northwest Drive, #200  
Houston, TX 77041

---

The items as proposed in the attached Change Order Request are added to the project. This authorization becomes a part of the project documents and indicates the acceptance of both the Owner and the Contractor.

**The Contract is changed as follows:**

1. Removal and replacement of main and rod bearings, as outlined in Exhibit A attached hereto.

**Total** **\$293,577.00**

The original Contract Sum was .....\$520,287.60

Net change by previously authorized Change Orders.....\$1,054,217.14

The Contract Sum prior to this Change Order was.....\$1,574,504.74

The Contract Sum will be increased by this Change Order in the amount of.....\$293,577.00

The new Contract Sum will be .....\$1,868,081.74

The contract days to reach Substantial Completion will be revised to be 17 days, as established from the Notice to Proceed.

**OTHER CONDITIONS AND AGREEMENTS**

All other terms and conditions of said Contract that have not heretofore been modified shall be and remain the same.

**ACCEPTANCE:**

If the foregoing modification of said Contract is satisfactory, please note your acceptance in the space provided and forward two (2) executed copies to the City.

Cooper Machinery Services  
CONTRACTOR

Cushing Municipal Authority  
OWNER

16250 Port Northwest Drive, #200  
Address

100 Judy Adams Boulevard  
Address

Houston, TX 77041  
City/State

Cushing, OK 74023  
City/State

**By:** \_\_\_\_\_

**Requested:**

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

\_\_\_\_\_  
Chad R. Grisier, PE – Project Engineer

**Approved:**

\_\_\_\_\_  
Ricky Lofton - Chairman

**Attest:**

\_\_\_\_\_  
Jerrica Worthy – City Clerk

Proposal number: 220729-317

03/04/2024

**Cushing Municipal Authority  
Power Unit #10 Rebuild  
Project No. 435-237050-002-8180**Cushing Municipal Authority  
100 Judy Adams Boulevard  
Cushing, OK 74023Cooper Machinery Services  
16250 Port Northwest Drive  
Houston, TX 77041**Tracy Jarrell**  
Mobile: 806-228-0012  
Email: [tracy.jarrell@CooperServices.com](mailto:tracy.jarrell@CooperServices.com)

Cooper Machinery Services, hereinafter called the Seller, proposes to furnish the following described service to Cushing Municipal Authority, hereinafter called the Purchaser, for the price and upon the terms, conditions, and agreements hereinafter stated on the attached document

Seller proprietary & confidential information. This proposal is submitted in confidence for evaluation by the Purchaser and its contents are proprietary to seller. By receiving this document, the Purchaser agrees to not reveal its contents except to those in the Purchaser's organization who must evaluate it. Copies of this proposal may not be made without the prior written consent of Seller. This proposal shall not be provided to any Party outside the Purchaser's organization. If the preceding is not acceptable, this proposal shall be returned to Seller. The Purchaser shall return this proposal to Seller if requested to do so.



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SECTION 3 – PRICING, SCHEDULE, AND COMMERCIAL TERMS..... 8



**SECTION 1- PROJECT SUMMARY/UNIT REFERENCE**

Cooper Machinery Services (Seller) is pleased to present this proposal to Cushing Municipal Authority (Purchaser) to provide scope of supply listed in Section Two

**REFERENCE UNIT**

Model: Model LSV-16-GDT

Serial Numbers: 7117

Location: Cushing, OK

**Crew Size**

1 Service Representative

2 Mechanics

**Estimated Job Duration**

Remove & Replace Main Bearings – 10 Working Days

Remove & Replace Rod Bearings – 7 Working Days

6 days per week

10 hours per day



## SECTION 2- SCOPE OF SUPPLY

### Cooper-Bessemer - LSV-16-GDT Inspection SN 7117

Listed below are the primary responsibilities for the selected Contractor. The main focus for this scope of work is to inspect a Cooper Bessemer LSV-16-GDT generator engine located at the Cushing Power Station in Cushing, Oklahoma after the engine experienced an overspeed event during the start up. The Contractor will provide all necessary personnel, tools, shipping, and specialty equipment to accomplish this with limited support from City of Cushing personnel and their designated representatives.

Required tasks to complete the Primary Scope of Work, are as follows:

- Remove and replace main bearings.
- Remove and replace rod bearings.

### Seller Responsibilities

1. Seller to supply experienced personnel, tools, travel, and per-diem to perform scope of work.
2. Seller provides timeline to perform scope of work.
3. Additions to scope of work at time of inspection will require prior approval from Purchaser representative, Overhaul Coordinator via EWAR process
4. Seller to have start of the workday, and end of the workday meetings with Purchaser on site overhaul point person to discuss daily activities and work progress
5. Seller to supply all hand tools, precision measurement tools, impact guns, large and small to perform scope of work
6. Good housing keeping practices must be followed
7. Seller to abide by all Purchaser safety regulations as delivered in first day of work safety orientation

### Purchaser Responsibilities

1. Site specific safety orientation
2. Provide all required permits
3. Provide all required equipment to load or unload unit at Purchaser site(s)
4. Lock out equipment per Purchaser policy
5. Secure all Purchaser owned tools
6. Special tools: lifting brackets, rod wrenches, etc.
7. Provide an overhead rail and hoist, and all utilities needed to perform scope of work
8. Onsite overhaul point person
9. Communicate plans for parts removed that will not be reused
10. Fill unit with proper fluids – SELLER will inspect for leaks
11. Fill unit with proper oil – Flush up to main bearings
12. Pressure up compressors to check for leaks
13. Prepare unit for start up
14. Required operator during commissioning of the unit.

**SECTION 3- PRICING, SCHEDULE, AND COMMERCIAL TERMS****PRICE**

Description	Price Each	Price
Labor		\$128,854.00
Parts		\$164,723.00
<b>Total</b>		<b>\$293,577.00</b>

**PRICE NOTES:**

- Pricing in US dollars
- Price based on the purchase of the Scope or Work and Quantity contained in Seller's proposal.
- No taxes/assessments/duties are included in the pricing shown. Purchaser shall pay all sales, use, or transportation taxes, or duties for which it may be liable and/or which the law requires Seller to collect.
- Freight and crating are not included in the pricing shown above. Pricing does not include transportation, crating, shipping, storage, or logistics costs, which will be invoiced separately.
- For any optional scope purchased, Seller reserves the right to adjust the delivery schedule of Base Scopes depending on options selected. The impact on price and delivery will be communicated to Buyer at time of order placement.

**EXTRA WORK:**

Any additional work outside this scope of work will be billed as extras work and would require approval from both Purchaser Project Manager and Seller's Project or Service Manager with an EWAR Document (Extra Work Approval Request) prior to any work performed. This pricing does not include applicable sales, or user taxes

- **PARTS:** Unless otherwise stated hereunder or mutually agreed in writing by Seller and Owner through an EWAR, Parts will be invoiced upon shipment.
- **SERVICES:** Unless otherwise stated hereunder or mutually agreed in writing by Seller and Owner through an EWAR, Field Service labor, expenses, sub-contracting, and misc. will be invoiced monthly. Machine Shop will be invoiced upon shipment or as per scheduled milestones.

**BID VALIDITY**

This Proposal is valid for thirty days from issue unless extended in writing by Seller

LEGENDS DON'T STOP. WE MAKE SURE OF IT.

**COOPER**



**TERMS AND CONDITIONS**

See attached Contract Terms and Conditions – Issue Matrix

**PAYMENT SCHEDULE**

Per agreed upon schedule

**DELIVERY POINT**

- All parts supplied by Seller under this proposal will be provided based upon Company FCA-Cooper's facility, place of manufacture, or warehouse (Incoterms 2010).
- Partial shipments will be allowed.



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:** March 18<sup>th</sup>, 2024

**Agenda Item No:** 3F

**Subject:** Purchase of one (1) Danfoss Variable Frequency Drive

**Staff Resources:** Terry Brannon, City Manager  
Derek Griffith, Assistant City Manager  
Timothy Ervin, Wastewater Plant Superintendent

**I. Summary**

The WWTP currently has thirteen (13) Variable Frequency Drives. These drives control the motor speed of pumps and motors to which they are assigned. Of these thirteen drives, 11 have been replaced. 2 drives have been deemed obsolete. We would like to purchase one (1) Danfoss 75 hp VFD to replace one of the obsolete drives.

Vendor	Total Cost
Drive Tek	\$8719.00

**II. Fiscal Impact**

This action will not create a negative impact. Adequate funding was approved and allocated within the FY 23/24 Capital Projects Plan. (250-500-5524)

**III. Recommended Action**

Authorize the City Manager to issue a purchase order to Drive-Tek VFD Specialists in an amount up to \$8,800.00 for the purchase of one (1) Danfoss 75hp VFD for the Wastewater Treatment Plant, and to authorize payment.

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:** March 18, 2024

**Agenda Item No:** 3G + 3H

**Subject:** **Deep Rock Road, Waterline Relocation**  
(Work Order 23-11A)  
**Deep Rock Road, Sanitary Sewer Relocation**  
(Work Order 23-11B)

**Staff Resources:** Terry Brannon, City Manager  
Chad Grisier, P.E., Professional Engineering Consultants, P.A. (PEC)  
Tim Huff, Water and Sewer Department Supervisor

### **I. Summary**

This project is required for the relocation of CMA owned sanitary sewer and water utilities as a result of ODOT right-of-way work in the vicinity of the intersection of Deep Rock Road and SH-18.

In November 2023, it was discovered through the course of the ongoing ODOT construction project that City utilities previously relocated in 2020 were in conflict with the proposed highway improvements. Through coordination with PEC and ODOT staff, it was determined that incomplete right-of-way design information was provided to the utility engineer in 2019 for the purposes of utility relocation design.

As per ODOT fiscal policy, the water and sanitary sewer relocation projects are separated into individual and separate engineering proposals.

### **II. Fiscal Impact**

There is currently no funding set aside in the FY 23-24 budget for this associated work. Per the previous agreement between CMA and ODOT, established in 2019 for the previous utility relocation work, all engineering design costs will be passed entirely through CMA directly to ODOT. Further, the construction costs of these relocations will be fully funded by the ODOT project.

### **III. Recommended Action**

Authorize the City Manager to execute engineering Work Order 23-11A with Professional Engineering Consultants, P.A. in the amount of \$22,400.00 and to authorize payment.

Authorize the City Manager to execute engineering Work Order 23-11B with Professional Engineering Consultants, P.A. in the amount of \$23,800.00 and to authorize payment.

**WORK ORDER NO. 23-11A**

This Work Order No. 23-11A is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, under the terms and conditions established in the Master Agreement between Client and Professional Consultant dated March 20, 2023 (the “Master Services Agreement” between Cushing Municipal Authority (Client) and Professional Engineering Consultants, P.A. (PEC)). Except to the extend modified herein, all terms and conditions of the Master Services Agreement shall continue a full force and effect.

**SECTION A – SERVICES**

See attached “Exhibit B”.

**SECTION B – SCHEDULE**

See attached “Exhibit B”.

**SECTION C – COMPENSATION**

In return for the proper performance by Consultant of its Services, Client shall pay to PEC according to the following: See Attached “Exhibit B”.

**SECTION D – OTHER PROVISIONS**

The parties agree to the following additional provisions with respect to this Work Order:

None.

**CUSHING MUNICIPAL AUTHORITY**

**PROFESSIONAL ENGINEERING  
CONSULTANTS, P.A.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Chad Grisier, P. E.

Title: \_\_\_\_\_

Title: Team Lead, Tulsa Civil Municipal

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

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

## **WATERLINE RELOCATION EXHIBIT B**

### **A. Project Description.**

1. The Project shall consist of utility relocation design services for existing waterline in conflict with the proposed stormwater channel associated with State Highway 18 improvements within the city limits of the City of Cushing, Oklahoma. Reference the Project limits included as Exhibit 'C'.
2. The Project is located at the intersection of Deep Rock Road and SH-18.
3. The Project delivery method is design-build.

### **B. Anticipated Project Schedule.**

1. PEC shall commence its services on the Project within 7 days after receiving approved Work Order issued by Oklahoma Department of Transportation (ODOT).
2. PEC and CLIENT anticipate the design duration to complete construction documents will be approximately 1 months after receiving Notice to Proceed.
3. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

### **C. Project Deliverables.**

1. This Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Oklahoma where applicable:
  - a) Preliminary Plans and Specifications for review by CLIENT and ODOT.
  - b) Permit Plans and Specifications for review by Oklahoma Department of Environmental Quality (ODEQ).
  - c) Final Plans and Specifications.

### **D. Scope of Services.**

1. Civil Design Services:
  - a) Attend pre-design field meeting with CLIENT and ODOT representative for project coordination.
  - b) Conduct one pre-design site visit to assess existing conditions.
  - c) Participate in a kickoff meeting to discuss project improvements.
  - d) Attend up to two (2) progress design meetings with CLIENT.
  - e) Provide Engineer's opinion of probable construction cost.
  - f) Provide a complete set of construction drawings and details, including Cover Sheet, key map, plan/profiles, coordinate geometry data, erosion control plans, and associated details.
  - g) Summarize project quantities and estimate probable construction costs.
  - h) Identify all utilities within the project limits and coordinate resolution of potential conflicts with each company.

- i) Develop a Storm Water Pollution Prevention Plan (SWPPP) and supporting documentation for the preparation of a Notice of Intent (NOI) permit application for submission by the City to ODEQ, if required.
  - j) Submit drawings and specifications to ODEQ, with Waterline Extension permit applications, for approval.
  - k) Full Quality Control review by an independent (PEC) engineer with no involvement with the project at each milestone submittal. Review will include: general design, easements/access, coordinates, stationing, grades, utility conflicts, and specifications.
2. Construction Administration Services including:
- a) Review shop drawings for systems and elements designed by PEC. Review period will be 14 calendar days after received by PEC office unless other terms are agreed to by PEC and CLIENT.
  - b) Review Contractor's shop drawings and material test certifications for compliance with plans and specifications.
  - c) Respond to requests for information (RFIs) generated by the contracting team. Response will be provided in 7 working days after received by PEC office unless other terms are agreed to by PEC and CLIENT.
  - d) Review contractor pay applications and recommend payment to CLIENT as appropriate. Complete and submit appropriate ODOT documentation necessary for program reimbursement.
  - e) Consult with the Resident Inspector regarding interpretations or clarifications of the plans and specifications.
  - f) Provide decisions in accordance with the Contract Documents on questions regarding this work.
  - g) Prepare Change Orders covering modifications or revisions necessitated by field conditions.
  - h) Perform up to three (3) site visits during construction to observe the Contractor's work and conformance with the Project design documents.
  - i) Perform one final construction observation site visit following substantial completion and develop written punch list of remaining items required for final acceptance.
  - j) Amend the conformed to bid documents with As-Built information provided by CLIENT and Contractor. As-Built drawings will be submitted to CLIENT for record.
3. Bidding Services including (if required):
- a) Provide project specifications including front-end bidding/contract documents and technical specifications. City Standard Specifications will be utilized where applicable.
  - b) Solicit bid responses from Contractors by advertisement on PEC's website.
  - c) Perform bid opening, evaluate bids, and provide construction contract award recommendation.
4. Topographical Survey Services:
- a) Not included. Utility relocation design will be based on survey and highway improvement design plans, provided by ODOT.



**E. Additional Responsibilities of CLIENT:**

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

1. Drawings, studies, reports, and other information available pertaining to the existing site.
2. Payment of any plan review and/or permitting fees.
3. Provide right of entry for PEC's personnel in performing site visits, field surveys, and inspections.
4. All coordination with landowners and/or tenants for temporary or permanent easements will be conducted by CLIENT.
5. Promptly review all preliminary study reports, drawings, recommendations, contract documents, and other data submitted by PEC, and to advise PEC of any desired corrections, modifications, or additions thereto.
6. Provide plan changes to PEC design team with adequate time to revise the documents or the submitted and notify PEC that said changes are coming with description of changes to help design team expedite the necessary adjustments.
7. Pay PEC for authorized additional work associated with services not included in Exhibit 'B', or overages of the quantities outlined in Exhibit 'B'.

**F. Additional Services:**

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

1. Release of electronic files.
2. Meetings in excess of the number above will be performed on an hourly basis.
3. Analysis of existing utility systems.
4. Plan revisions, as necessary, to reduce the cost of construction after issue of Construction Documents. (Typically referred to "Value Engineering" or "VE".)
5. Design of any water pump stations or sanitary sewer lift stations.
6. Additional survey necessary beyond the scope of the information within the ODOT data files available, to provide complete information for utility relocation design. Such information may be required for existing utility line location, depths, and flowline verification.
7. Geotechnical investigation and report with recommendations.
8. Landscape Design.
9. Platting and/or Zoning change processes.
10. Easement abandonments and dedications.
11. Construction Testing and Inspection, Construction Staking.
12. Alternate designs not specifically listed in the Scope of Services.
13. Develop supporting documentation and preparation of an ODOT Use of Right-Of-Way Permit for submission, if required.
14. Develop supporting documentation and preparation of a Division of Water Resources (DWR) General Permit for submission, if required.
15. Develop supporting documentation and preparation of an Army Corps of Engineers Permit for submission, if required.
16. Develop supporting documentation and preparation of a Railroad Use of Right-Of-Way Permit for submission, if required.

**G. Exclusions:**

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Permitting/Application/Review Fees
2. Filing Fees
3. Franchise Utility Design.

**H. PEC's Fees & Reimbursable Expenses.**

1. PEC will invoice CLIENT one time per month for services rendered and Reimbursable Expenses incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
2. PEC's Fee for its Scope of Services will be on a standard hourly basis, at the rates established on the attached Rate Schedule plus Reimbursable Expenses not-to-exceed \$22,400.00. An estimated breakdown of the total aggregate fee is outlined below:

Waterline Relocation Design Services	\$9,500.00
Project Management & Coordination	\$6,900.00
Bidding & Construction Admin. Support	\$5,000.00
Bidding Services	\$1,000.00
	<b>\$22,400.00</b>

3. Reimbursable Expenses shall include digital scanning and printing by outside firms, deliveries made by outside services, vehicle mileage or vehicle rental and fuel, vehicle parking and tolls, and review/application/filing/permit fees.
4. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

EXHIBIT C  
WATERLINE RELOCATION



2024 RATE SCHEDULE A\*\*

<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer .....	\$230
Senior Project Manager .....	\$210
Project Manager .....	\$190
Senior Engineer .....	\$185
Project Engineer .....	\$160
Senior Landscape Architect .....	\$175
Landscape Architect .....	\$125
Senior Planner .....	\$170
Planner.....	\$150
Design Engineer .....	\$130
Senior Technician .....	\$145
Design Technician .....	\$110
Senior Commissioning Agent .....	\$150
Commissioning Agent .....	\$125
GIS Specialist .....	\$145
GIS Analyst .....	\$115
Project Coordinator.....	\$100
Project Assistant .....	\$90
Senior Field Project Manager .....	\$190
Field Project Manager .....	\$150
Senior Inspector.....	\$155
Inspector .....	\$120
Senior Field Technician.....	\$100
Field Technician .....	\$80
Driller .....	\$105
Land Surveyor .....	\$135
Party Chief.....	\$115
Survey Technician .....	\$95
*Premium time for all non-salaried personnel or as noted in the contract	1.5 multiplier

REIMBURSABLES:

Infrared Camera.....	\$50/Hour
Structural Testing Equipment .....	\$50/Hour
Outside Consultants .....	Cost plus 10%
Reproduction & Photography .....	Cost plus 10%
Equipment Rental .....	Cost plus 10%
Material.....	Cost plus 10%
Vehicle Mileage.....	IRS Rate/Mile
Truck Mileage .....	\$0.70/Mile
ATV .....	\$20/Hour
GPS.....	\$50/Hour
3D Laser Scanner.....	\$150/Hour
Robotic Total Station.....	\$50/Hour
UAS .....	\$150/Hour
Mobile Lidar Unit.....	\$150/Hour
Drill Rig Use.....	\$75/Hour
Car Rental and Fuel .....	Cost plus 10%
Per Diem, Meals .....	Cost plus 10%
Per Diem, Lodging .....	Cost plus 10%
Deliveries and Overnight Mail.....	Cost plus 10%
Travel, Hotel, Meals, and Subsistence.....	Cost plus 10%
Filing Fees .....	Cost plus 10%
Concrete Testing Equipment .....	\$10/Each
Nuclear Gauge Equipment.....	\$20/Each
Compression Tests of Cylinders.....	\$12/Each
Ultra Sonic Testing Equipment .....	\$50/Each
Semi-Trailer Mileage.....	\$3/Mile

\*\*The rates shown above are effective for services through December 31, 2024 and are subject to revision thereafter.



WORK ORDER NO. 23-11B

This Work Order No. 23-11B is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, under the terms and conditions established in the Master Agreement between Client and Professional Consultant dated March 20<sup>th</sup>, 2023 (the “Master Services Agreement” between Cushing Municipal Authority (Client) and Professional Engineering Consultants, P.A. (PEC). Except to the extend modified herein, all terms and conditions of the Master Services Agreement shall continue a full force and effect.

**SECTION A – SERVICES**

See attached “Exhibit B”.

**SECTION B – SCHEDULE**

See attached “Exhibit B”.

**SECTION C – COMPENSATION**

In return for the proper performance by Consultant of its Services, Client shall pay to PEC according to the following: See Attached “Exhibit B”.

**SECTION D – OTHER PROVISIONS**

The parties agree to the following additional provisions with respect to this Work Order:

None.

**CUSHING MUNICIPAL AUTHORITY**

**PROFESSIONAL ENGINEERING  
CONSULTANTS, P.A.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Chad Grisier, P. E.

Title: \_\_\_\_\_

Title: Team Lead, Tulsa Civil Municipal

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

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

## **SANITARY SEWER RELOCATION EXHIBIT B**

### **A. Project Description.**

1. The Project shall consist of utility relocation design services for existing sanitary sewer in conflict with the proposed stormwater channel associated with State Highway 18 improvements within the city limits of the City of Cushing, Oklahoma. Reference the Project limits included as Exhibit 'C'.
2. The Project is located at the intersection of Deep Rock Road and SH-18.
3. The Project delivery method is design-build.

### **B. Anticipated Project Schedule.**

1. PEC shall commence its services on the Project within 7 days after receiving approved Work Order issued by Oklahoma Department of Transportation (ODOT).
2. PEC and CLIENT anticipate the design duration to complete construction documents will be approximately 1 month after receiving Notice to Proceed.
3. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

### **C. Project Deliverables.**

1. This Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Oklahoma where applicable:
  - a) Preliminary Plans and Specifications for review by CLIENT and ODOT.
  - b) Permit Plans and Specifications for review by Oklahoma Department of Environmental Quality (ODEQ).
  - c) Final Plans and Specifications.

### **D. Scope of Services.**

1. Civil Design Services:
  - a) Attend pre-design field meeting with CLIENT and ODOT representative for project coordination.
  - b) Conduct one pre-design site visit to assess existing conditions.
  - c) Participate in a kickoff meeting to discuss project improvements.
  - d) Attend up to two (2) progress design meetings with CLIENT.
  - e) Provide Engineer's opinion of probable construction cost.
  - f) Provide a complete set of construction drawings and details, including Cover Sheet, key map, plan/profiles, coordinate geometry data, erosion control plans, and associated details.
  - g) Summarize project quantities and estimate probable construction costs.
  - h) Identify all utilities within the project limits and coordinate resolution of potential conflicts with each company.
  - i) Develop a Storm Water Pollution Prevention Plan (SWPPP) and supporting documentation for the preparation of a Notice of Intent (NOI) permit application for submission by the City to ODEQ, if required.

- j) Submit drawings and specifications to ODEQ, with Sanitary Sewer Extension permit applications, for approval.
- k) Full Quality Control review by an independent (PEC) engineer with no involvement with the project at each milestone submittal. Review will include: general design, easements/access, coordinates, stationing, grades, utility conflicts, and specifications.

2. Construction Administration Services including:

- a) Review shop drawings for systems and elements designed by PEC. Review period will be 14 calendar days after received by PEC office unless other terms are agreed to by PEC and CLIENT.
- b) Review Contractor's shop drawings and material test certifications for compliance with plans and specifications.
- c) Respond to requests for information (RFIs) generated by the contracting team. Response will be provided in 7 working days after received by PEC office unless other terms are agreed to by PEC and CLIENT.
- d) Review contractor pay applications and recommend payment to CLIENT as appropriate. Complete and submit appropriate ODOT documentation necessary for program reimbursement.
- e) Consult with the Resident Inspector regarding interpretations or clarifications of the plans and specifications.
- f) Provide decisions in accordance with the Contract Documents on questions regarding this work.
- g) Prepare Change Orders covering modifications or revisions necessitated by field conditions.
- h) Perform up to three (3) site visits during construction to observe the Contractor's work and conformance with the Project design documents.
- i) Perform one final construction observation site visit following substantial completion and develop written punch list of remaining items required for final acceptance.
- j) Amend the conformed to bid documents with As-Built information provided by CLIENT and Contractor. As-Built drawings will be submitted to CLIENT for record.

3. Bidding Services including (if required):

In the event the project will be solicited for competitive and open bids, PEC will provide the following services:

- a) Provide project specifications including front-end bidding/contract documents and technical specifications. City Standard Specifications will be utilized where applicable.
- b) Solicit bid responses from Contractors by advertisement on PEC's website.
- c) Perform bid opening, evaluate bids, and provide construction contract award recommendation.

4. Topographical Survey Services:

- a) Not included. Utility relocation design will be based on survey and highway improvement design plans, provided by ODOT.

**E. Additional Responsibilities of CLIENT:**

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

1. Drawings, studies, reports, and other information available pertaining to the existing site.
2. Payment of any plan review and/or permitting fees.
3. Provide right of entry for PEC's personnel in performing site visits, field surveys, and inspections.
4. All coordination with landowners and/or tenants for temporary or permanent easements will be conducted by CLIENT.
5. Promptly review all preliminary study reports, drawings, recommendations, contract documents, and other data submitted by PEC, and to advise PEC of any desired corrections, modifications, or additions thereto.
6. Provide plan changes to PEC design team with adequate time to revise the documents or the submitted and notify PEC that said changes are coming with description of changes to help design team expedite the necessary adjustments.
7. Pay PEC for authorized additional work associated with services not included in Exhibit 'B', or overages of the quantities outlined in Exhibit 'B'.

**F. Additional Services:**

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

1. Release of electronic files.
2. Meetings in excess of the number above will be performed on an hourly basis.
3. Analysis of existing utility systems.
4. Plan revisions, as necessary, to reduce the cost of construction after issue of Construction Documents. (Typically referred to "Value Engineering" or "VE".)
5. Design of any water pump stations or sanitary sewer lift stations.
6. Additional survey necessary beyond the scope of the information within the ODOT data files available, to provide complete information for utility relocation design. Such information may be required for existing utility line location, depths, and flowline verification.
7. Geotechnical investigation and report with recommendations.
8. Landscape Design.
9. Platting and/or Zoning change processes.
10. Easement abandonments and dedications.
11. Construction Testing and Inspection, Construction Staking.
12. Alternate designs not specifically listed in the Scope of Services.
13. Develop supporting documentation and preparation of an ODOT Use of Right-Of-Way Permit for submission, if required.
14. Develop supporting documentation and preparation of a Division of Water Resources (DWR) General Permit for submission, if required.
15. Develop supporting documentation and preparation of an Army Corps of Engineers Permit for submission, if required.
16. Develop supporting documentation and preparation of a Railroad Use of Right-Of-Way Permit for submission, if required.



**G. Exclusions:**

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Permitting/Application/Review Fees
2. Filing Fees
3. Franchise Utility Design.

**H. PEC's Fees & Reimbursable Expenses.**

1. PEC will invoice CLIENT one time per month for services rendered and Reimbursable Expenses incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
2. PEC's Fee for its Scope of Services will be on a standard hourly basis, at the rates established on the attached Rate Schedule plus Reimbursable expenses not-to-exceed \$23,800.00. An estimated breakdown of the total aggregate fee is outlined below:

Sanitary Sewer Relocation Design Services	\$10,200.00
Project Management & Coordination	\$7,600.00
Construction Admin. Support	\$5,000.00
Bidding Services	\$1,000.00
	<b>\$23,800.00</b>

3. Reimbursable Expenses shall include digital scanning and printing by outside firms, deliveries made by outside services, vehicle mileage or vehicle rental and fuel, vehicle parking and tolls, and review/application/filing/permit fees.
4. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

EXHIBIT C  
SANITARY SEWER RELOCATION



2024 RATE SCHEDULE A\*\*

<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer .....	\$230
Senior Project Manager .....	\$210
Project Manager .....	\$190
Senior Engineer .....	\$185
Project Engineer .....	\$160
Senior Landscape Architect.....	\$175
Landscape Architect .....	\$125
Senior Planner .....	\$170
Planner.....	\$150
Design Engineer .....	\$130
Senior Technician.....	\$145
Design Technician.....	\$110
Senior Commissioning Agent.....	\$150
Commissioning Agent.....	\$125
GIS Specialist.....	\$145
GIS Analyst.....	\$115
Project Coordinator.....	\$100
Project Assistant .....	\$90
Senior Field Project Manager.....	\$190
Field Project Manager .....	\$150
Senior Inspector.....	\$155
Inspector .....	\$120
Senior Field Technician.....	\$100
Field Technician .....	\$80
Driller .....	\$105
Land Surveyor .....	\$135
Party Chief.....	\$115
Survey Technician.....	\$95
*Premium time for all non-salaried personnel or as noted in the contract	1.5 multiplier

**REIMBURSABLES:**

Infrared Camera.....	\$50/Hour
Structural Testing Equipment.....	\$50/Hour
Outside Consultants.....	Cost plus 10%
Reproduction & Photography.....	Cost plus 10%
Equipment Rental.....	Cost plus 10%
Material.....	Cost plus 10%
Vehicle Mileage.....	IRS Rate/Mile
Truck Mileage .....	\$0.70/Mile
ATV.....	\$20/Hour
GPS.....	\$50/Hour
3D Laser Scanner.....	\$150/Hour
Robotic Total Station.....	\$50/Hour
UAS.....	\$150/Hour
Mobile Lidar Unit.....	\$150/Hour
Drill Rig Use.....	\$75/Hour
Car Rental and Fuel .....	Cost plus 10%
Per Diem, Meals .....	Cost plus 10%
Per Diem, Lodging .....	Cost plus 10%
Deliveries and Overnight Mail...	Cost plus 10%
Travel, Hotel, Meals, and Subsistence.....	Cost plus 10%
Filing Fees .....	Cost plus 10%
Concrete Testing Equipment .....	\$10/Each
Nuclear Gauge Equipment.....	\$20/Each
Compression Tests of Cylinders.....	\$12/Each
Ultra Sonic Testing Equipment .....	\$50/Each
Semi-Trailer Mileage.....	\$3/Mile

\*\*The rates shown above are effective for services through December 31, 2024 and are subject to revision thereafter.

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:** March 18, 2024

**Agenda Item No:** 31

**Subject:** Non-Pay Utility Report

**Staff Resources:** Diane Barnett, Utility Office Supervisor

**I. Summary** Report is attached for your review

**II. Fiscal Impact** NA

**III. Recommended Action** None necessary

CITY OF CUSHING  
 PO BOX 311  
 CUSHING OK 74023-0311

Statement ID  
 Statement Date  
 Total Due

CITY  
 02/29/2024  
 \$ 81,711.23

Total Due After 03/15/2024 \$ 87,400.14

CM CITY HALL  
 PO BOX 311  
 CUSHING OK 07000-0000

**Account Summary**

Account	Name	Property	Total Due	After 03/15/2024
-1200-00	CLM HEMPHILL PARK	N CENTRAL	17.50	19.25
-0230-00	CLM TRAFFIC LIGHT	419 E MAIN 1/2	90.58	99.64
-0455-00	CLM STREET LIGHT	745 E MAIN 1/2	211.02	232.12
-0770-00	CLM TRAFFIC LIGHT	MAIN & HIGHLAND	120.34	132.37
-0125-00	CLM STREET LIGHTS	LITTLE & WALNUT	120.14	132.15
-0230-02	CM FIRE DEPT TRAINING	CE218 W MAPLE	47.12	51.84
-0235-00	CM FIRE DEPT TRAINING	TO218 W MAPLE TOWER	7.26	7.99
-0267-01	CM PUBLIC SAFETY CENTER	211 W MAIN	3,247.85	3,247.85
-0268-00	CLM SAFETY CENTER LIGHTS	211 W MAIN	92.00	92.00
-0350-00	CM POWER PLANT COOLING	T300 N DEPOT	63.22	69.54
-0390-00	CM POWER PLANT	314 N DEPOT	67.17	73.89
-0400-00	CM POWER PLANT	314 N DEPOT	6.00	6.60
-0400-00	CM POWER PLANT	314 N DEPOT	6,474.78	7,122.26
-0420-00	CM POWER PLANT	314 N DEPOT	4,392.09	4,831.30
-0430-00	CM ELECTRIC SHOP	314 N DEPOT	235.62	259.18
-0690-00	CM POWER PLANT CONTROL	R300 N SEAY	75.66	83.23
-0770-00	CLM TRAFFIC LIGHT	MOSES & CLEVELAND	56.49	62.14
-1160-00	CLM TRAFFIC LIGHT	102 E BROADWAY	6.90	7.59
-1170-00	CLM DECORATIVE LIGHTS	100 N CLEVELAND	221.30	243.43
-1190-00	CLM DOWNTOWN INTERSECTIOW	BROADWAY & MOSES	142.16	156.38
-1630-00	CLM DECORATIVE LIGHTS	100 S CLEVELAND	203.65	224.02
-1640-00	CLM DOWNTOWN INTERSECTIOW	BROADWAY & CHERRY	163.78	180.16
-0160-00	CM LIBRARY	215 N STEELE	2,173.03	2,390.33
-0800-00	CM WATER WELL # 4	1249 E ASH	8.00	8.80
-1080-00	CM FIRE DEPT.	323 N HARRISON	952.67	1,047.94
-1890-00	CM CITY HALL	100 E OAK	3,139.82	3,453.82
-1900-00	CM CITY HALL COMPUTER	100 E OAK	42.35	46.59
-0170-00	CM OLD BUS DEPOT	114 N HARRISON	149.72	164.69
-0180-00	CLM PARKING LOT	N HARRISON	34.62	38.08
-0190-00	CLM TRAFFIC LIGHT	BROADWAY & HARRISON	6.90	7.59
-2115-01	CM DOWNTOWN WATERING	105 E BROADWAY	11.25	12.38
-1210-00	CLM STREET LIGHTS	1000 E CHERRY	52.44	57.68
-2190-00	CM SENIOR CITIZENS	203 E CHERRY	2,132.52	2,345.78
-0190-00	CLM BALL FIELD (BOWL)	MEMORIAL PARK (BOWL)	129.82	142.80
-0200-00	CLM T BALL FIELD MEMORIA	MEMORIAL PARK	22.80	25.09
-0500-00	CM STORM SIREN	E SECOND & WILSON	6.18	6.80
-1140-02	CITY OF CUSHING	1102 E SECOND A	43.72	43.72
-1510-02	CM ARMORY	500 E SECOND	51.77	51.77
-0400-00	CM BFI TRANSFER STATION	515 N LUELLA	114.72	126.19
-1810-00	CM DOG POUND	500 W CHERRY	8.00	8.80
-1820-00	CM SERVICE CENTER	514 W CHERRY	676.15	743.76
-1830-00	CM TRUCK BARN	514 W CHERRY BARN	117.66	129.43

CITY OF CUSHING  
 PO BOX 311  
 CUSHING OK 74023-0311

Statement ID  
 Statement Date  
 Total Due

CITY  
 02/29/2024  
 \$ 81,711.23

Total Due After 03/15/2024 \$ 87,400.14

CM CITY HALL  
 PO BOX 311  
 CUSHING OK 07000-0000

**Account Summary**

Account	Name	Property	Total Due	After 03/15/2024
-1835-00	CM WATER DEPT	518 W CHERRY	772.13	849.34
-1840-00	CM SWEEPER BARN	514 W CHERRY	124.01	136.41
-1860-01	CM STREET DEPT. OFFICE	514 W CHERRY	971.48	1,068.63
-1870-00	CM PARKS DEPT.	514 W CHERRY	1,151.03	1,266.14
-1880-00	CM WELDING SHOP	514 W CHERRY	77.46	85.21
-1910-00	CM GAS PUMPS	PUCKETT ST	37.08	40.79
-1920-00	CLM UNMETERED SEC LTS	PUCKETT ST	6.96	7.66
-1940-00	CM WATER DEPT.	508 W MOSES	91.17	100.29
-1290-00	CM YOUTH CENTER	800 S LITTLE	1,808.92	1,989.81
-1300-00	CM BATTING CAGES AT PARK	800 S LITTLE	6.00	6.60
-1310-01	CM CUSHING DAY CARE	711 S THOMPSON	32.80	32.80
-1310-00	CM CUSHING DAY CARE	711 S THOMPSON	7.17	7.89
-1310-00	CM AMPHITHEATER	CITY PARK	122.14	134.36
-1350-00	CM FESTIVAL IN THE PARK	MEMORIAL PARK	6.67	7.34
-1360-00	CLM TENNIS CT. S. MEMORIAL	MEMORIAL PARK	6.00	6.60
-1675-00	CITY OF CUSHING	612 S LITTLE POLE	78.81	78.81
-1740-00	CM AQUATIC CENTER	MEMORIAL PARK	293.08	322.40
-1760-00	CM PICNIC GROUNDS	MEMORIAL PARK	114.14	125.55
-1790-00	CLM E. PAVILLION MEMORIAL	MEMORIAL PARK	28.55	31.41
-1815-00	CLM STREET LIGHTS	FIFTH & LITTLE	162.39	178.63
-1850-00	CM SEWER LIFT PUMP	403 S LITTLE	6.03	6.63
-0035-00	CM WATER WELL # 2	CITY PARK	121.42	121.42
-0980-00	CLM STREET LIGHT	S HOWERTON & NINTH	184.01	202.41
-1910-00	CM 9TH ST SUBSTATION	1100 E NINTH	22.00	22.00
-1915-00	CM ROTARY PARK GAZEBO	1100 E NINTH	6.35	6.99
-0065-00	CLM STREET LIGHTS	NINTH & LINWOOD	6.00	6.60
-0800-00	CLM STREET LIGHT	E NINTH & THOMPSON	96.08	105.69
-1131-00	CM STORM SIREN	1400 S LITTLE	8.99	8.99
-0180-00	CLM LIONS PARK	1320 S LINWOOD	61.17	67.29
-0080-01	CM ELECTRIC DISTRIBUTION	101 N HARMONY RD	899.37	899.37
-0081-01	CM ELECTRIC DISTRIBUTION	101 N HARMONY RD GATE	6.47	6.47
-0085-00	CM NORTH SUBSTATION	101 N HARMONY N SUB	123.61	123.61
-0090-01	CM ELECTRIC DISTRIBUTION	101 N HARMONY RD	11.25	11.25
-0093-00	CM CUSHING SPORTS COMPLE	229 S HARMONY RD	417.12	417.12
-0094-00	CM CUSHING SPORTS COMPLE	229 S HARMONY GRN	7.20	7.20
-0095-00	CM CUSHING SPORTS COMPLE	229 S HARMONY RD	11.25	11.25
-0097-00	CM STORM SIREN	200 S HARMONY RD	13.82	13.82
-0350-00	CM WATER WELL # 97-4	823 S HARMONY RD	1,548.14	1,702.95
-0415-00	CLM SCHOOL FLASHING LIGH	1600 S HARMONY RD	6.50	6.50
-0535-00	CM AIRPORT GATE	AIRPORT RD & LITTLE	11.25	11.25
-0608-01	CM AIRPORT HANGER	2508 TOM MALONEY DR	6.90	6.90
-0610-03	CM CITY OF CUSHING	2512 TOM MALONEY DR	196.37	196.37

CITY OF CUSHING  
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CM CITY HALL  
 PO BOX 311  
 CUSHING OK 07000-0000

**Account Summary**

Account	Name	Property	Total Due	After 03/15/2024
-0627-02	CM AIRPORT INCUBATOR	2414 TOM MALONEY DR	647.43	647.43
-0628-01	CM CUSHING MUNICIPAL AIR	2414 TOM MALONEY DR	30.56	33.62
-0630-03	CM CUSHING MUNICIPAL AIR	2420 TOM MALONEY DR	139.20	153.13
-0635-02	CM CITY OF CUSHING	3 W AIRPORT RD	6.00	6.60
-0670-03	CM AIRPORT HANGER	2521 TOM MALONEY DR	28.75	31.63
-0695-00	CM AIRPORT PLAYGROUND	AIRPORT	11.25	12.38
-0750-00	CM MUNICIPAL AIRPORT	AIRPORT	264.64	291.10
-0760-00	CLM AIRPORT LIGHT	AIRPORT	44.82	49.30
-0990-00	CM WATER WELL # 97-6	2515 E ESECO RD	1,121.49	1,233.64
-1000-00	CM SEWER DISPOSAL PLANT	2701 E ESECO RD	30.00	33.00
-1008-01	CM SEWER DISPOSAL PLANT	2701 E ESECO RD	18,361.64	18,361.64
-1010-00	CM SEWER DISPOSAL PLANT	2701 E ESECO RD	6.00	6.60
-1010-00	CM WATER WELL # 97-7	2406 S NORFOLK RD	1,247.15	1,371.87
-1110-00	CM WATER WELL # 97-8	2401 S EUCHEE VALLEY RD	920.96	1,013.06
-1200-00	CM WATER WELL # 97-5	912 S NORFOLK RD	1,666.86	1,833.55
-1570-00	CLM STREET LIGHT	1327 E MAIN 1/2	161.80	177.98
-1850-00	CLM SCHOOL FLASHING LIGH	1513 E MAIN 1/2	149.30	164.23
-1940-00	CLM SOFTBALL FIELD	1513 E MAIN 1/2	290.83	319.91
-1970-00	CM WATER WELL # 97-1	1500 E PINE	145.10	159.61
-1990-00	CLM FOOTBALL FIELD LIGHT	1700 E WALNUT	101.69	111.86
-2000-00	CM FOOTBALL FIELD SCORE	FOOTBALL FIELD	6.00	6.60
-2020-00	CM CHS FOOTBALL LIGHTS	E1700 E WALNUT	58.96	64.86
-2071-01	CLM HIGH SCHOOL PKG LOT	1700 E WALNUT	81.50	81.50
-2072-01	CLM HIGH SCHOOL PKG LOT	1700 E WALNUT	87.22	87.22
-2125-00	CLM STREET LIGHTS	1737 E MAIN	35.96	39.56
-2300-00	CLM STREET LIGHTS	MAIN & STEWART	141.37	155.51
-2421-00	CLM TRAFFIC LIGHT	2331 E MAIN	88.74	97.61
-2440-00	CM WATER WELL # 97-2	2319 E MAIN	335.22	368.74
-2458-00	CLM WALMART TRAFFIC LIGH	2905 E MAIN	15.22	15.22
-2470-00	CLM PIPELINE CROSSROADS	2405 E MAIN	6.50	7.15
-2490-00	CM WATER WELL # 56-9	2826 E MAIN A	2,196.85	2,416.54
-2518-00	CM SEWER LIFT STATION	3206 E MAIN	34.16	37.58
-2520-00	CM WATER WELL # 97-3	3540 E MAIN	39.25	43.18
-3920-00	CM WATER PLANT	1175 MAITLEN	15,921.91	17,514.10
-3925-00	CM ANIMAL SHELTER	1150 MAITLEN DR	771.54	848.69
-3930-08	CM RODEO GROUNDS	1175 MAITLEN	17.25	18.98
-1773-00	CM STORM SIREN	1000 E GRANDSTAFF	11.40	11.40
-2100-00	CM N. DISPOSAL PLANT	2114 N EDGEWOOD CIR	389.29	428.22
-2256-00	CM BARBEQUE & BLUES	213 E GRANDSTAFF WA	16.88	18.57
-3090-00	CLM PIPELINE CROSSROADS	N HWY 18 & DEEP ROCK	6.64	7.30
-1870-00	CM WATER PL. HOUSE # 3	W OF CITY	8.00	8.80
-1950-00	CM LAKE BOAT HOUSE	W OF WATER PLANT	20.00	22.00

CITY OF CUSHING  
PO BOX 311  
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Total Due After 03/15/2024 \$ 87,400.14

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CM CITY HALL  
PO BOX 311  
CUSHING OK 07000-0000

## Account Summary

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Account	Name	Property	Total Due	After 03/15/2024
-2470-00	CLM PIPELINE CROSSROADS	W HWY 33	6.00	6.60
-2640-00	CM RESERVOIR	201 S KINGS HWY	115.83	127.41
-2650-00	CM RESERVOIR	201 S KINGS HWY	6.00	6.60
-2660-00	CM WEATHER TOWER	201 S KINGS HWY	183.45	183.45
-2670-00	CM RESERVOIR RADIO REPEA	201 S KINGS HWY	23.61	25.97
-2800-00	CM RESERVOIR	201 S KINGS HWY	79.70	87.67
-3480-00	CM POLICE PISTOL RANGE	100 W TEXACO RD	25.25	25.25
<b>Total Due</b>			<b>81,711.23</b>	<b>87,400.14</b>
<b>Total Credit Balances</b>			<b>0.00</b>	<b>0.00</b>

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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: March 18, 2024                      Agenda Item No: 5A

Subject: Old Drake Addition Sanitary Sewer Line Project – Bid Ward

Staff Resources: Terry Brannon, City Manager  
Chad Grisier, P.E., Professional Engineering Consultants  
Tim Huff, Water & Sewer Superintendent

**I. Summary**

This proposed project will replace the existing sanitary sewer, from SH-18 (near the old Cimarron Valley Trailer Park) northeasterly to the Old Drake Sanitary Lift Station. This will continue the previous Project 4 Extension, completed in 2021.

The existing clay tile pipe will be abandoned and/or removed and replaced with PVC pipe and new concrete manhole structures. The approximate length of pipe to be replaced is approximately 3,200 LF. The project was designed in such a manner to avoid utility conflict associated with the future improvement of SH-18. Coordination and discussion of this is currently underway with ODOT Division 4.

In addition to the collection system replacement, improvements to the lift station are included as a part of this project. Specifications for relocation and upgrade of the existing power and control system have been drafted by City staff, procurement and installation of these components were included as a project construction bid item.

The Cushing Municipal Authority (CMA) has been previously awarded funding by the American Rescue Plan Act (ARPA), which a portion of has been dedicated for purposes of construction of the Old Drake Sanitary Sewer Line and Lift Station Improvements. Additional funding for this project will also be allocated from CMA Capital Projects Fund 252. Bids were received and opened February 27, 2024. The bids, which include a project base bid and alternate bid (lift station motor replacement) were as follows:

Bidder	Base Bid	Alternate Bid 1	Total Bid
McGuire Brothers Construction, Inc.	\$918,050.00	\$12,000.00	\$930,050.00
Circle B Underground, LLC	\$1,268,958.00	\$25,200.00	\$1,294,158.00
MK Excavation, LLC	\$1,423,238.70	\$11,000.00	\$1,434,238.70

The Engineer's estimate was \$742,444.50.

The bid documents and required supporting documentation as submitted by McQuire Brothers Construction, Inc. were accurate and complete. Further, the contractor is qualified to perform this project based on their examples of work previously completed for the CMA and the Qualification Statement document submitted with their bid.

## II. Fiscal Impact

Originally staff made application for CDBG grant funding in early 2023. Our requested grant amount was \$407,290.00; however, we later learned the grant was denied. Following the grants denial, staffed redirected \$468,942.60 of ARPA funding to this project, which is a permissible expense. In addition, funding from CMA Fund 252 is recommended for allocation to complete this project, which will not require a budget amendment. The funding breakdown is as follows:

FY 23 – 24 Budget Balance.....	\$695,346.00
Redirect 252 Funding from FY 23 – 24 Lime Remediation....	\$200,000.00
<u>Redirect 252 Funding from FY 23 – 24 Spillway Demolition..</u>	<u>\$100,000.00</u>
<b>Proposed Project Budget</b>	<b>\$995,346.00</b>
<b>Base Bid</b>	<b>\$930,050.00</b>
<b>Project Contingency</b>	<b>\$65,296.00</b>

Chad Grisier, P.E., of Professional Engineering Consultants of Tulsa, is recommending a minimum 5% contingency based on the base bid to include the alternate. The remaining balance, which is \$65,296.00, exceeds the recommended project contingency. Staff does not anticipate exceeding the 5% contingency. The remaining balance once the project is completed will be returned to the fund balance.

**Because we are redirecting existing FY 23 – 24 budgeted funding a budget amendment to request an allocation from the Fund 252 Fund Balance will not be required.**

Rights-of-Way and easements from this project were fully funded separately and are secured.

## III. Recommended Action

Authorize the Chairman of the Board of Trustees to execute a construction contract with McQuire Brothers Construction, Inc., to include the base bid and alternate bid #1, in an amount up to \$930,050.00, and to authorize payment.

CUSHING MUNICIPAL AUTHORITY  
RESOLUTION NO. 05-2024

A RESOLUTION AUTHORIZING THE CHAIRMAN, BOARD OF TRUSTEES, TO EXECUTE A CONSTRUCTION CONTRACT WITH MCGUIRE BROTHERS CONSTRUCTION, INC. TO INCLUDE THE BASE BID AND ALTERNATE BID #1 IN AN AMOUNT UP TO \$930,050.00 FOR THE OLD DRAKE SANITARY SEWER LINE REPLACEMENT, AND TO AUTHORIZE PAYMENT.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE CUSHING MUNICIPAL AUTHORITY, that the Chairman, Board of Trustees, is hereby authorized to execute a Construction Contract with McGuire Brothers Construction, Inc. to include the base bid and Alternate Bid #1 in an amount up to \$930,050.00 for the Old Drake Sanitary Sewer Line Replacement, and to authorize payment.

PASSED AND APPROVED THIS 18<sup>th</sup> DAY OF MARCH, 2024.

\_\_\_\_\_  
Ricky Lofton, Chairman  
Board of Trustees

ATTEST:

\_\_\_\_\_  
Jerrica Worthy, Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Jonathan Huseman, City Attorney

SECTION 00 52 00  
AGREEMENT BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Cushing Municipal Authority (“Owner”) and  
McGuire Brothers Construction, Inc (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the  
Supplementary Conditions. Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.  
The Work is generally described as follows:

**Old Drake Sanitary Sewer Replacement**

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**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally  
described as follows:

**Old Drake Sanitary Sewer Replacement**

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**ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by Professional Engineering Consultants, P.A.
- 3.02 The Owner has retained Professional Engineering Consultants, P.A. (“Engineer”) to act  
as Owner’s representative, assume all duties and responsibilities of Engineer, and have  
the rights and authority assigned to Engineer in the Contract Documents in connection  
with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

- 4.01 Time is of the Essence
- A. All time limits for Milestones, if any, Substantial Completion, and completion and  
readiness for final payment as stated in the Contract Documents are of the essence of  
the Contract.

4.02 Contract Times: Days

- A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 195 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. 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):
1. Substantial Completion: Contractor shall pay Owner \$1,200.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,200.00 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

**ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

6.04 Consent of Surety

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Interest

- A. All amounts not paid when due shall bear interest at the rate of 18 percent per annum.

**ARTICLE 7 – CONTRACT DOCUMENTS**

7.01 Contents

- A. The Contract Documents consist of the following:

1. This Agreement.
2. Performance bond.
3. Payment bond.
4. Statutory bond (Oklahoma).
5. General Conditions.
6. Supplementary Conditions.
7. Project Manual (Specifications).
8. Drawings.
9. Addenda.
10. Exhibits to this Agreement (enumerated as follows):
  - a. Bid Form.
11. The following which may be delivered or issued on or after the Effective Date of the Contract:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.

- B. There are no Contract Documents other than those listed above in this Article 7.

- C. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor’s Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor’s safety precautions and programs.
  6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and



of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications:

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner:

Contractor:

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_

State: \_\_\_\_\_

END OF SECTION

SECTION 00 51 00  
NOTICE OF AWARD

Date of Issuance: 03-08-2024  
Owner: Cushing Municipal Authority Owner's Contract No.: \_\_\_\_\_  
Engineer: Professional Engineering Consultants, P.A.  
Engineer's Project No.: 435-217050-011-8180  
Project: Old Drake Sanitary Sewer Replacement  
Bidder: McGuire Brothers Construction, Inc  
Bidder's Address: 8415 S Regency Drive, Tulsa, OK 74131

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated 2-27-2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:  
Old Drake Sanitary Sewer Replacement

The Contract Price of the awarded Contract is: \$ 930,050.00 [note if subject to unit prices, or cost-plus]. Contract price is subject to adjustment based on provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Engineer two (2) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security (e.g., performance and payment bonds) and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: \_\_\_\_\_  
          Authorized Signature  
  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
Copy:    Engineer

END OF SECTION