

The City of Muskogee encourages participation from all its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting and necessary accommodations will be made (ADA 28 CFR/36).

(Public Comment during Public Hearing or Agenda item comment)

Council Rules of Decorum limit citizen comments on agenda items and public hearings to five (5) minutes and general comments for non-agenda items to (3) minutes.. Any person desiring to address the Committee during such period is required to sign in with the City Clerk prior to the Committee meeting between 5:00 p.m. and 5:15 p.m. on the third floor of City Hall or any time between 8:00 a.m. and 5:00 p.m. in the Office of the City Clerk. They shall provide their name, address and specify the agenda item they wish to address. Remarks shall be directed to the matter being considered and the speaker is allowed to speak only one time. If written materials are to be submitted twelve (12) copies should be made available, and may not be returned.

Agenda
Finance Committee
April 16, 2018
5:30 P.M. - City Council Chambers

1. Consider approval of Finance Committee minutes of April 2, 2018.
2. Consider approval of claims for all City departments March 29, 2018 through April 11, 2018.
3. Consider approval of awarding the lowest and best bid to Cook Construction and Crane Services for Stormwater System Improvements to the Civitan Drainage Basin for the Debby Jane Lane and Bonnie Avenue Project, in the amount of \$64,125.00, or take other necessary action. (Greg Riley)
4. Consider approval to accept Engineering Services Agreement from Holloway, Updike, and Bellen, Inc. (HUB), for professional services for the plans and specifications for Roadway Improvements at U.S. 62 and Country Club Road, in the amount of \$56,750.00, or take other necessary action.
(Greg Riley)

Finance Committee

1.

Meeting Date: 04/16/2018
Initiator: Ashley Wallace, Office Adm 1
Department: City Clerk
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of Finance Committee minutes of April 2, 2018.

BACKGROUND:

RECOMMENDED ACTION:

Fiscal Impact

Attachments

04-02-2018 finmin

MINUTES
FINANCE COMMITTEE
April 2, 2018

The Finance Committee of the City of Muskogee, Oklahoma, met at 5:30 p.m. on Monday, April 2, 2018 in Council Chambers, Third Floor, Municipal Building, with the following in attendance:

Present: Mayor John R. Coburn; Deputy Mayor Janey Boydston; Committee Member Jaime Stout; Committee Member Patrick Cale; Committee Member Marlon Coleman; Committee Member Dan Hall; Committee Member Wayne Johnson; Committee Member Derrick Reed

Absent: Committee Member Ivory Vann

Staff Present: Mike Miller, City Manager; Mike Stewart, Assistant City Manager; Roy Tucker, City Attorney; Tammy L. Tracy, City Clerk; Gary Garvin, City Planner; Greg Riley, Public Works Director; Matthew Beese, Assistant City Attorney; Rex Eskridge, Police Chief; Marci Gilliam, Strategic Financial Analyst; Ron Bladen, Pollution Control Superintendent; Jean Kingston, Treasurer

1. Consider approval of Finance Committee minutes of March 19, 2018.

Motion was made by Committee Member Dan Hall, seconded by Committee Member Wayne Johnson to approve Finance Committee minutes of March 19, 2018.

AYE: Mayor John R. Coburn, Deputy Mayor Janey Boydston, Committee Member Jaime Stout, Committee Member Patrick Cale, Committee Member Marlon Coleman, Committee Member Dan Hall, Committee Member Wayne Johnson, Committee Member Derrick Reed

Carried - Unanimously

2. Consider approval of claims for all city departments March 15, 2018 through March 28, 2018.

Motion was made by Committee Member Wayne Johnson, seconded by Deputy Mayor Janey Boydston to approve claims for all city departments March 15, 2018 through March 28, 2018.

AYE: Mayor John R. Coburn, Deputy Mayor Janey Boydston, Committee Member Jaime Stout, Committee Member Patrick Cale, Committee Member Marlon Coleman, Committee Member Dan Hall, Committee Member Wayne Johnson, Committee Member Derrick Reed

Carried - Unanimously

3. Consider approval to accept the lowest and best bid from First Tier in the amount of \$73,868.00 for Emergency Management building roof, or take other necessary action. (Mike Stewart)

Assistant City Manager Mike Stewart stated Emergency Management building roof was installed 1980.

- Remove and replace damaged built-up 3-ply roofing in place. 112.50 sq.Ft.
- Remove and replace damaged insulation-ISO board. 12.50 Sq.Ft.
- Remove and replace damaged flash parapet wall only. 430 LF
- Remove and replace damaged framing hanger. 34 Ea
- Required equipment boom lift-30'-45' reach for use on framing three (3) days
- Required tele-handler/forklift and operator for use on roofing
- Required dumpster load-Approx. 40 yards, 7-8 tons of debris
- Remove and replace damaged sheathing-plywood-1/2" CDX 3150 sq. ft.
- Remove and replace damaged truss-flat roof system
- Remove and replace commercial electrical.

Assistant City Manager Mike Stewart stated after Staff reviewed this item they recommend all bids be rejected and authorize items go back out to bid.

Motion was made by Committee Member Wayne Johnson, seconded by Committee Member Patrick Cale to approve Staff to REJECT all bids and allow Staff to tighten up specifications and rebid at a later date.

AYE: Mayor John R. Coburn, Deputy Mayor Janey Boydston, Committee Member Jaime Stout, Committee Member Patrick Cale, Committee Member Marlon Coleman, Committee Member Dan Hall, Committee Member Wayne Johnson, Committee Member Derrick Reed

Carried - Unanimously

4. Consider approval of receiving donated funds for the month of February, 2018 in the amount of \$430.00 for the City's Animal Shelter Sponsorship Program as per the attached list, or take other necessary action. (Rex Eskridge)

Motion was made by Committee Member Dan Hall, seconded by Deputy Mayor Janey Boydston to approve receiving donated funds for the month of February, 2018 in the amount of \$430.00 for the City's Animal Shelter Sponsorship Program as per the attached list.

AYE: Mayor John R. Coburn, Deputy Mayor Janey Boydston, Committee Member Jaime Stout, Committee Member Patrick Cale, Committee Member Marlon Coleman, Committee Member Dan Hall, Committee Member Wayne Johnson, Committee Member Derrick Reed

Carried - Unanimously

CHAIRMAN DERRICK REED
FINANCE COMMITTEE

finmin
TT/aw

Finance Committee

2.

Meeting Date: 04/16/2018

Initiator: Donnie Wimbley, Purchasing Director

Department: Purchasing

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of claims for all City departments March 29, 2018 through April 11, 2018.

BACKGROUND:

Claims List for all City Departments.

RECOMMENDED ACTION:

Approve of the claims for all City Departments March 29, 2018 through April 11, 2018.

Fiscal Impact

Attachments

Claim List

CITY OF MUSKOGEE CLAIMS
3.29.18 TO 4.11.18

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
197979	1505	ABERDEEN DYNAMICS LLC	3/30/2018	458.00
197980	2	ACCURATE LABS & TRAINING CENTE	3/30/2018	878.78
197981	2713	ACTION GROUP STAFFING	3/30/2018	3,093.18
197982	6	AMERICAN INDUSTRIAL SUPPLY CO	3/30/2018	138.55
197983	125	ANGELA HUNTER	3/30/2018	135.00
197984	3458	APPLIED CONCEPTS INC	3/30/2018	951.70
197985	4612	AT&T MOBILITY #918-577-2585 (C	3/30/2018	22.31
197986	11	B & J OIL CO INC	3/30/2018	17,110.62
197987	3746	B & R ELECTRIC SERVICE INC	3/30/2018	600.00
197988	3088	BANDY BUSINESS FORMS	3/30/2018	789.40
197989	3928	BANK OF OKLAHOMA - VISA	3/30/2018	2,458.34
197990	1456	BERTREM PRODUCTS INC	3/30/2018	1,887.25
197991	780	BG PRODUCTS INC	3/30/2018	2,673.40
197992	438	BOB HOWARD DODGE	3/30/2018	11,388.00
197993	259	BRENNTAG SOUTHWEST INC	3/30/2018	23,750.40
197994	4701	BROCK SUPPLY CO	3/30/2018	371.82
197995	3238	BROKEN ARROW ELECTRIC	3/30/2018	432.10
197996	5138	C & C SUPPLY AND SERVICE CO.	3/30/2018	142.20
197997	294	CDW GOVERNMENT INC	3/30/2018	73.81
197998	3640	CHARBONNEAU, BILLY JO	3/30/2018	72.00
197999	117	CHRIS WARD	3/30/2018	10.50
198000	125	CHRISTI WILKINS	3/30/2018	45.00
198001	3365	CHUPP IMPLEMENT COMPANY	3/30/2018	812.02
198002	3871	CI TECHNOLOGIES INC	3/30/2018	2,056.56
198003	4738	CITYWIDE PROPERTY MAINTENANCE	3/30/2018	1,800.00
198004	3626	CLARK EQUIPMENT	3/30/2018	280.00
198005	4804	CLIFFORD K. CATE, JR., INC	3/30/2018	3,300.00
198006	4300	CLIFFORD POWER SYSTEMS INC	3/30/2018	2,250.00
198007	1560	THE COLLISION CENTER OF MUSKOG	3/30/2018	616.00
198008	2292	CORE & MAIN LP	3/30/2018	963.71
198009	3966	CSAT LLC	3/30/2018	3,000.00
198010	5075	CYNMAR LLC	3/30/2018	601.27
198011	4311	DAVID'S DISCOUNT TIRES INC	3/30/2018	205.72
198012	26	DELL MARKETING LP	3/30/2018	2,342.89
198013	262	DEPARTMENT OF ENVIRONMENTAL Q	3/30/2018	124.00
198014	3991	DIRT WORK DONE RIGHT	3/30/2018	4,295.00
198015	4862	SARAH EATON	3/30/2018	72.00
198016	296	EVANS ENTERPRISES INC	3/30/2018	825.00
198017	5378	JAMES E. EVANS II	3/30/2018	315.00
198018	953	EXPRESS EMPLOYMENT PROFESSIONA	3/30/2018	5,113.49

CITY OF MUSKOGEE CLAIMS
3.29.18 TO 4.11.18

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
198019	29	FASTENAL COMPANY	3/30/2018	235.79
198020	5308	MEGAN FILANDA	3/30/2018	36.00
198021	3509	FLEETPRIDE INC	3/30/2018	13.43
198022	104	GALLS INC	3/30/2018	108.36
198023	105	GEHEB	3/30/2018	24.74
198024	5247	NIKYA GIVENS	3/30/2018	198.00
198025	5376	HAROLD JAY GOODMAN	3/30/2018	210.00
198026	34	GRAINGER	3/30/2018	353.96
198027	5260	GUARD TRONIC INC	3/30/2018	342.00
198028	798	HAMBY TV & APPLIANCE WAREHOUSE	3/30/2018	399.00
198029	5373	HANDLE WITH CARE BEHAVIOR	3/30/2018	875.00
198030	40	HARRISON TIRE & SUPPLY	3/30/2018	50.00
198031	5377	TONY HENSON	3/30/2018	175.00
198032	42	HOGLE COMPANY	3/30/2018	849.51
198033	112	J&E SUPPLY & FASTENER CO	3/30/2018	22.95
198034	5103	JACK HOOPES	3/30/2018	61.75
198035	125	KAREN LAUDERDALE	3/30/2018	20.00
198036	4467	KEVIN HERON TOOLS - SNAP ON	3/30/2018	797.16
198037	125	KIMBERLY DELONG	3/30/2018	45.00
198038	188	KING TIRES OF MUSKOGEE INC	3/30/2018	1,199.09
198039	53	LAKE REGION ELECTRIC COOPERATI	3/30/2018	392.00
198040	117	LARAME BRISON	3/30/2018	15.00
198041	4742	KAREN LAUDERDALE	3/30/2018	72.00
198042	399	LOCKE SUPPLY CO	3/30/2018	64.50
198043	56	LOWES	3/30/2018	805.80
198044	5379	RODNEY L. MATHEWS	3/30/2018	280.00
198045	4956	MEDNOW URGENT CARE LLC	3/30/2018	923.00
198046	2802	MOORE MEDICAL LLC	3/30/2018	869.19
198047	194	MORGAN SERVICES COMPANY LLC	3/30/2018	50.00
198048	921	MOTION INDUSTRIES INC	3/30/2018	124.54
198049	5195	MUSCOGEE STAFFING SOLUTIONS, L	3/30/2018	157.50
198050	195	MUSKOGEE COUNTY CLERK	3/30/2018	99.00
198051	62	MUSKOGEE COUNTY SHERIFFS DEPAR	3/30/2018	31,476.00
198052	63	MUSKOGEE DAILY PHOENIX	3/30/2018	239.88
198053	341	MUSKOGEE LOCK & KEY	3/30/2018	35.00
198054	3516	NARTEC INC	3/30/2018	176.98
198055	5327	NEWGEN STRATEGIES AND SOLUTION	3/30/2018	8,825.00
198056	3652	NEWTON EQUIPMENT LLC	3/30/2018	114.74
198057	1944	OFFICE CONNECTIONS LLC	3/30/2018	70.71
198058	114	OFFICE DEPOT	3/30/2018	761.33

CITY OF MUSKOGEE CLAIMS
3.29.18 TO 4.11.18

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
198059	2108	OKLAHOMA CHILLER CORPORATION	3/30/2018	1,470.00
198060	67	OKLAHOMA NATURAL GAS	3/30/2018	771.67
198061	5288	OKLAHOMA STATE UNIVERSITY	3/30/2018	20.00
198062	5089	OLSSON ASSOCIATES	3/30/2018	852.50
198063	529	ONE SOURCE MANAGED SVCS	3/30/2018	4,020.37
198064	2763	ONE SOURCE WATER LLC	3/30/2018	18.00
198065	2694	OPUBCO COMMUNICATIONS GROUP	3/30/2018	704.40
198066	70	OREILLY AUTO PARTS	3/30/2018	1,754.08
198067	73	PATE INDUSTRIAL SUPPLY INC	3/30/2018	251.82
198068	5361	PETERSEN RESOURCES LLC DBA	3/30/2018	381.39
198069	4795	PREMIER TRUCK GROUP	3/30/2018	933.66
198070	5263	MARYAH REAVIS	3/30/2018	20.00
198071	3024	ROGER RUFFNER	3/30/2018	16.62
198072	397	SEWER EQUIPMENT CO OF AMERICA	3/30/2018	458.05
198073	3739	SLAPE, INETTE	3/30/2018	144.00
198074	4023	SOCIETY FOR HUMAN RESOURCE MGT	3/30/2018	209.00
198075	5267	STAUB INVESTMENTS INC. DBA GAL	3/30/2018	16.00
198076	117	STEVEN WARRIOR	3/30/2018	195.00
198077	93	SUPERIOR LINEN SERVICE INC	3/30/2018	241.73
198078	117	SUSAN ROSS	3/30/2018	521.25
198079	94	TECHNICAL PROGRAMMING SERVICES	3/30/2018	2,352.67
198080	1077	THE TINT SHOP	3/30/2018	120.00
198081	4183	TONY'S TIRE SERVICE INC	3/30/2018	300.00
198082	3636	TYLER TECHNOLOGIES INC	3/30/2018	1,024.00
198083	97	UNIFIRST HOLDINGS LP	3/30/2018	1,209.89
198084	2325	UNITED FORD FLEET & COMMERCIAL	3/30/2018	13.37
198085	3386	UTILITY TECHNOLOGY SERVICES IN	3/30/2018	67.25
198086	5374	VOHNE LICHE KENNELS INC	3/30/2018	19,410.00
198087	215	WASTE MANAGEMENT OF OKLAHOM.	3/30/2018	287.30
198088	717	WAYMAN, CINDY	3/30/2018	182.00
198089	99	WHEELER METALS	3/30/2018	135.65
198090	4901	LAURA WICKIZER	3/30/2018	54.00
198091	121	BOYATTIA, P	4/2/2018	72.74
198092	121	EASY PARTNERS II LLC	4/2/2018	28.84
198093	121	HUGHES, SARAH N	4/2/2018	45.72
198094	121	MCGEE, BETTY	4/2/2018	40.00
198095	121	ST. PAUL UNITED METHODIST CHUR	4/2/2018	14.67
198096	3024	CLARENCE KEMMER	4/2/2018	117.00
198097	3024	DAKOTA JONES	4/2/2018	117.00
198098	3024	DAVID SPRINGER, III	4/2/2018	117.00

CITY OF MUSKOGEE CLAIMS
3.29.18 TO 4.11.18

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
198099	266	OKLAHOMA WATER RESOURCES BOAI	4/2/2018	100.00
198100	4468	BLUECROSS/BLUE SHIELD OF OK	04/03/2018 1	47,438.31
198101	331	JOEL EVERETT	4/3/2018	300.00
198102	239	OKLAHOMA TAX COMMISSION	4/3/2018	43.50
198103	239	OKLAHOMA TAX COMMISSION	4/3/2018	478.50
198104	121	ALLRED, JOHN P	4/4/2018	37.63
198105	121	BAIR, JENNIE M	4/4/2018	90.00
198106	121	BROWN, NICHOLAS A	4/4/2018	40.54
198107	121	BUCK, HEATHER	4/4/2018	48.15
198108	121	CHAVEZ, KARINA	4/4/2018	29.00
198109	121	CHOAT, MEGAN	4/4/2018	39.02
198110	121	HARRISON, HUNTER L	4/4/2018	58.50
198111	121	HORNBUCKLE CAPITAL	4/4/2018	50.26
198112	121	KIRKENDALL, APRIL M	4/4/2018	64.80
198113	121	LEACH, JUSTIN W	4/4/2018	0.27
198114	121	LILLIAN JAYNE	4/4/2018	28.25
198115	121	MEEKS, W E	4/4/2018	4.93
198116	121	RAMSEY, KEVIN WAYNE	4/4/2018	15.83
198117	121	RANSON, GEORGIA A	4/4/2018	19.27
198118	121	ROLLERSON, KIMBERLY N	4/4/2018	13.74
198119	121	SELECT PORTFOLIO SERVICING, I	4/4/2018	44.61
198120	121	SILVER DEGAS DUKE II, LLC	4/4/2018	56.46
198121	121	SMALLEY, STEPHEN	4/4/2018	55.36
198122	121	TAYLOR, JENNIFER	4/4/2018	56.27
198123	121	THOMPSON, ROY L/MARLETTE ANTW	4/4/2018	6.76
198124	121	VANZANT, SHARON F	4/4/2018	29.98
198125	121	WALKER, ALAN L	4/4/2018	14.36
198126	121	WATKINS, VICKI	4/4/2018	37.73
198127	121	3 FORKS PROPERTIES, LLC	4/4/2018	31.49
198128	2923	CLARENCE MCBRIDE	4/6/2018	27.00
198129	2923	DANNY DUPONT	4/6/2018	27.00
198130	2923	DANNY GABLE	4/6/2018	27.00
198131	2923	DONNIE BENNETT	4/6/2018	27.00
198132	2923	GORDON LEE	4/6/2018	27.00
198133	2923	HELEN HULL	4/6/2018	27.00
198134	2923	JACOB IRELAND	4/6/2018	27.00
198135	2923	JEFF GULLETT	4/6/2018	27.00
198136	2923	JOEL EVERETT	4/6/2018	27.00
198137	2923	JOHN HOOPER	4/6/2018	27.00
198138	2923	KAMERON COLLINS	4/6/2018	27.00

CITY OF MUSKOGEE CLAIMS
3.29.18 TO 4.11.18

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
198139	2923	KENNETH AVERS	4/6/2018	81.00
198140	2923	KEVIN WARLICK	4/6/2018	27.00
198141	2923	LANCE ROLLAND	4/6/2018	27.00
198142	2923	LESLIE ARNOLD	4/6/2018	27.00
198143	2923	NICHOLAS FRAZEE	4/6/2018	27.00
198144	2923	ROBERT DOBBS	4/6/2018	27.00
198145	2923	RODNEY FAITH	4/6/2018	27.00
198146	2923	STORMIE RICE	4/6/2018	27.00
198147	2923	SUSAN ROSS	4/6/2018	27.00
198148	2923	TIM DOERNER	4/6/2018	27.00
198149	2	ACCURATE LABS & TRAINING CENTE	4/6/2018	6,548.40
198150	2713	ACTION GROUP STAFFING	4/6/2018	7,168.97
198151	2461	ADVANCE AUTO PARTS 64771111001	4/6/2018	1,105.99
198152	3	AIRGAS USA LLC	4/6/2018	64.41
198153	825	ALTEC INDUSTRIES INC	4/6/2018	2,240.82
198154	4439	AMERICAN GENERAL CONTRACTING	4/6/2018	1,100.00
198155	6	AMERICAN INDUSTRIAL SUPPLY CO	4/6/2018	1,241.80
198156	331	AMY LYNN	4/6/2018	1,500.00
198157	331	AMY LYNN	4/6/2018	5,000.00
198158	158	ANCHOR AUTO GLASS	4/6/2018	391.66
198159	3024	ANTHONY BROWN	4/6/2018	152.00
198160	125	ANTHONY STEAN II	4/6/2018	100.00
198161	914	APAC CENTRAL INC	4/6/2018	7,834.86
198162	11	B & J OIL CO INC	4/6/2018	399.00
198163	3746	B & R ELECTRIC SERVICE INC	4/6/2018	575.00
198164	871	BAYSINGER POLICE SUPPLY	4/6/2018	6,895.86
198165	2279	BEHAVIORAL HEALTH INC	4/6/2018	125.00
198166	1703	BEN E. KEITH	4/6/2018	2,155.97
198167	2905	BETTY OUTHIER WILLIAMS LAW OFF	4/6/2018	616.79
198168	117	BOB LYNCH	4/6/2018	89.98
198169	5301	BOB MOORE FORD, LLC	4/6/2018	26,958.00
198170	5290	JANEY C BOYDSTON	4/6/2018	75.00
198171	3024	BRANDON BYCROFT	4/6/2018	390.00
198172	3669	BRANT & ASSOCIATES	4/6/2018	215.23
198173	3238	BROKEN ARROW ELECTRIC	4/6/2018	79.84
198174	2552	BROWN'S SHOE FIT CO #87	4/6/2018	260.00
198175	1057	BSN SPORTS	4/6/2018	682.23
198176	586	CAGLE'S FLOWERS & GIFTS	4/6/2018	227.80
198177	488	CAMPBELL WHOLESALE CO INC	4/6/2018	166.09
198178	992	CARE AROUND THE CLOCK INC	4/6/2018	19,488.15

CITY OF MUSKOGEE CLAIMS
3.29.18 TO 4.11.18

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
198179	3797	CERTIFIED LABORATORIES DIVISIO	4/6/2018	328.86
198180	3024	CHRIS CUMMINGS	4/6/2018	104.64
198181	3365	CHUPP IMPLEMENT COMPANY	4/6/2018	18.12
198182	121	CITY OF MUSKOGEE	4/6/2018	10.77
198183	3626	CLARK EQUIPMENT	4/6/2018	830.00
198184	4119	JASON CLARK	4/6/2018	150.00
198185	472	CLEET	4/6/2018	11,815.26
198186	4390	BOB COBURN	4/6/2018	75.00
198187	4838	MARLON COLEMAN	4/6/2018	75.00
198188	2292	CORE & MAIN LP	4/6/2018	480.00
198189	522	CORPORATE TO CASUAL SCREEN PRI	4/6/2018	225.00
198190	101	CROWL OIL CO INC	4/6/2018	16,641.31
198191	5075	CYNMAR LLC	4/6/2018	57.29
198192	4311	DAVID'S DISCOUNT TIRES INC	4/6/2018	483.86
198193	26	DELL MARKETING LP	4/6/2018	100.69
198194	650	DIRECT TRAFFIC CONTROL INC	4/6/2018	12,045.75
198195	3024	DUSTIN WILLIAMS	4/6/2018	129.00
198196	117	EDDIE EDWARDS	4/6/2018	85.00
198197	5302	ROGER ERICKSON DBA BAR E	4/6/2018	2,333.00
198198	4427	EVOQUA WATER TECHNOLOGIES LLC	4/6/2018	922.03
198199	297	EXCHANGE CLUB OF MUSKOGEE	4/6/2018	110.00
198200	953	EXPRESS EMPLOYMENT PROFESSIONA	4/6/2018	1,124.37
198201	29	FASTENAL COMPANY	4/6/2018	609.41
198202	298	FEDERAL CORPORATION	4/6/2018	262.65
198203	589	FIELDMASTER INFIELD GROOMER	4/6/2018	256.73
198204	678	FISHER SCIENTIFIC COMPANY LLC	4/6/2018	15.00
198205	133	FIVE STAR OFFICE SUPPLY	4/6/2018	312.53
198206	3509	FLEETPRIDE INC	4/6/2018	207.78
198207	4644	ANDRAE FREEMAN	4/6/2018	400.00
198208	117	GARY GARVIN	4/6/2018	101.00
198209	34	GRAINGER	4/6/2018	2,998.00
198210	2764	GRISSOMS LLC	4/6/2018	75.10
198211	4819	HALL, DAN	4/6/2018	75.00
198212	40	HARRISON TIRE & SUPPLY	4/6/2018	50.00
198213	181	HIX AIR CONDITIONING SERVICE	4/6/2018	0.00
198214	1414	HOMELAND STORES INC	4/6/2018	325.59
198215	5365	HUTCHENS CONSTRUCTION CO.	4/6/2018	3,159.45
198216	779	JOHN DEERE FINANCIAL F.S.B.	4/6/2018	47.99
198217	4984	WAYNE A JOHNSON	4/6/2018	75.00
198218	188	KING TIRES OF MUSKOGEE INC	4/6/2018	213.36

CITY OF MUSKOGEE CLAIMS
3.29.18 TO 4.11.18

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
198219	5324	KYLE EDWARDS AUTO GROUP	4/6/2018	230.67
198220	3070	LAFERRY'S PROPANE CO	4/6/2018	75.00
198221	1133	THE LIFEGUARD STORE	4/6/2018	123.05
198222	399	LOCKE SUPPLY CO	4/6/2018	185.49
198223	331	LORI PAULSON	4/6/2018	1,000.00
198224	3024	LORI PAULSON	4/6/2018	129.62
198225	1154	LOVE BOTTLING CO - #107510	4/6/2018	59.85
198226	980	LOVE BOTTLING CO - #212455	4/6/2018	73.50
198227	56	LOWES	4/6/2018	0.00
198228	56	LOWES	4/6/2018	5,971.01
198229	4246	MARVIN'S MOWERS AND OUTDOOR L	4/6/2018	141.12
198230	4845	MAXWELL, SCOTT DBA	4/6/2018	438.20
198231	4519	MID AMERICA METER, INC	4/6/2018	61.95
198232	194	MORGAN SERVICES COMPANY LLC	4/6/2018	140.00
198233	5195	MUSCOGEE STAFFING SOLUTIONS, L	4/6/2018	474.39
198234	3246	MUSKOGEE CITY COUNTY 911 TRUST	4/6/2018	47,855.37
198235	61	MUSKOGEE COMMUNICATIONS, INC.	4/6/2018	656.68
198236	195	MUSKOGEE COUNTY CLERK	4/6/2018	249.00
198237	341	MUSKOGEE LOCK & KEY	4/6/2018	41.50
198238	1696	MUSKOGEE READY MIX LLC	4/6/2018	2,642.50
198239	1357	MUSKOGEE SAND CO INC	4/6/2018	1,090.92
198240	4476	MUTUAL OF OMAHA INSURANCE CO	4/6/2018	8,391.97
198241	1061	NAFECO INC	4/6/2018	72.01
198242	4754	NEWTON, BRYCE DBA	4/6/2018	590.00
198243	1944	OFFICE CONNECTIONS LLC	4/6/2018	46.88
198244	114	OFFICE DEPOT	4/6/2018	1,154.79
198245	3906	OKLAHOMA MECHANICAL INSPECTOR	4/6/2018	150.00
198246	67	OKLAHOMA NATURAL GAS	4/6/2018	2,494.92
198247	68	OKLAHOMA TURNPIKE AUTHORITY (O	4/6/2018	80.00
198248	2763	ONE SOURCE WATER LLC	4/6/2018	74.00
198249	70	OREILLY AUTO PARTS	4/6/2018	213.69
198250	4280	OSBI	4/6/2018	10,088.57
198251	477	OSBI	4/6/2018	9,682.47
198252	4014	TOMMY OSBORNE	4/6/2018	800.00
198253	73	PATE INDUSTRIAL SUPPLY INC	4/6/2018	445.79
198254	3578	PIED PIPER SERVICES	4/6/2018	921.00
198255	5371	POWER TURF RENOVATION	4/6/2018	11,995.00
198256	4801	DERRICK REED	4/6/2018	75.00
198257	891	REHRIG PACIFIC COMPANY	4/6/2018	44,752.50
198258	3024	RICKIE KUBIAK	4/6/2018	390.00

CITY OF MUSKOGEE CLAIMS
3.29.18 TO 4.11.18

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
198259	3420	RIVERSIDE AUTOPLEX OF MUSKOGEE	4/6/2018	26.34
198260	3024	ROBERT ATCHLEY	4/6/2018	129.00
198261	5246	ROBERTS TRUCK CENTER HOLDING C	4/6/2018	764.80
198262	4621	RON DRAKE CONSULTING LLC	4/6/2018	6,000.00
198263	149	ROSSON WHEEL SERVICE	4/6/2018	50.00
198264	84	SADLER PAPER COMPANY	4/6/2018	1,203.46
198265	87	SHERWIN-WILLIAMS	4/6/2018	208.04
198266	2433	SIGNAL TEK, INC	4/6/2018	1,350.00
198267	358	SIRCHIE FINGER PRINT	4/6/2018	144.65
198268	1169	SITEONE LANDSCAPE SUPPLY LLC	4/6/2018	2,039.10
198269	3481	SMITH FARM AND GARDEN	4/6/2018	39.99
198270	2832	SPECTRUM TECHNIQUES LLC	4/6/2018	424.00
198271	3024	STEVEN WARRIOR	4/6/2018	312.00
198272	1861	SUEZ WTS ANALYTICAL INSTRUMENT	4/6/2018	1,427.80
198273	39	SUNGARD PUBLIC SECTOR INC	4/6/2018	5,661.08
198274	93	SUPERIOR LINEN SERVICE INC	4/6/2018	45.04
198275	3024	TARA MOUTRAY	4/6/2018	39.00
198276	94	TECHNICAL PROGRAMMING SERVICES	4/6/2018	2,200.91
198277	3074	TEDDERS ROOFING	4/6/2018	1,500.00
198278	4446	TULSA ASPHALT LLC	4/6/2018	5,118.18
198279	3636	TYLER TECHNOLOGIES INC	4/6/2018	58,648.00
198280	97	UNIFIRST HOLDINGS LP	4/6/2018	0.00
198281	97	UNIFIRST HOLDINGS LP	4/6/2018	1,508.21
198282	1100	UNITED ENGINES LLC	4/6/2018	3,093.65
198283	2325	UNITED FORD FLEET & COMMERCIAL	4/6/2018	7.08
198284	572	USA BLUEBOOK	4/6/2018	110.96
198285	3386	UTILITY TECHNOLOGY SERVICES IN	4/6/2018	3,020.60
198286	4789	IVORY L VANN	4/6/2018	75.00
198287	335	WARREN CAT	4/6/2018	136.31
198288	215	WASTE MANAGEMENT OF OKLAHOM.	4/6/2018	17,203.58
198289	3556	WINFIELD SOLUTIONS LLC	4/6/2018	3,224.25
198290	420	YOUTH VOLUNTEER CORPS OF AMERI	4/6/2018	540.00
198291	4981	ZERO WASTE USA INC	4/6/2018	156.00
198292	125	ASC-ALCORN SERVICE CO	4/6/2018	800.00
198293	121	PURTELL, MARSHA	4/6/2018	51.85
198294	105	GEHEB	4/6/2018	9.72
198295	181	HIX AIR CONDITIONING SERVICE	4/6/2018	58.00
198296	121	LOWRANCE, AMBER JADE	4/9/2018	8.13
198297	121	MARY K CARNELL	4/9/2018	25.00
198298	121	STRICKLAND, TINA LYNN	4/9/2018	51.85

CITY OF MUSKOGEE CLAIMS
3.29.18 TO 4.11.18

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
198299	4468	BLUECROSS/BLUE SHIELD OF OK	4/9/2018	40,345.12
198300	121	BRANDT, BETH	4/11/2018	90.00
198301	121	BUCKMASTER, VICKY S	4/11/2018	25.33
198302	121	CARTER, SHELLY K	4/11/2018	14.92
198303	121	CASTILLO REMODELING & ROOFING	4/11/2018	48.15
198304	121	COLDWELL-BANKER	4/11/2018	100.00
198305	121	CRAIG, CHRISTINE	4/11/2018	17.18
198306	121	ESCOLAS, JACOB E	4/11/2018	18.50
198307	121	GOLDNER, BRENDA	4/11/2018	42.59
198308	121	JOHNSON, BILLY	4/11/2018	55.36
198309	121	JOHNSON, GRACE	4/11/2018	8.12
198310	121	JPJN, LLC	4/11/2018	82.68
198311	121	LOPEZ- ORTEGA, SILVIA	4/11/2018	46.27
198312	121	MUSKOGEE DONUT	4/11/2018	17.64
198313	121	REDO PROPERTIES	4/11/2018	4.05
198314	121	SHARING MINISTRIES	4/11/2018	37.39
198315	121	SHARING MINISTRIES	4/11/2018	31.92
198316	121	TEAGUE, KAYCI J	4/11/2018	12.60
198317	121	WASHINGTON, CANDI L	4/11/2018	62.38
198318	121	WEBSTER, JACY L	4/11/2018	0.15

Finance Committee**3.**

Meeting Date: 04/16/2018

Submitted For: Greg Riley, Public Works Initiator: Christy Byrd, Office Administrator I

Department: Public Works

Staff Information Source: Greg Riley, Director of Public Works, Jim Wixom, Assistant Director of Public Works/Operations. Greg Armstrong, HUB

Information**AGENDA ITEM TITLE:**

Consider approval of awarding the lowest and best bid to Cook Construction and Crane Services for Stormwater System Improvements to the Civitan Drainage Basin for the Debby Jane Lane and Bonnie Avenue Project, in the amount of \$64,125.00, or take other necessary action. (Greg Riley)

BACKGROUND:

This is a continuation of projects within the Civitan Drainage Basin that will correct a drainage issue at this intersection. Currently two houses are subject to surface flooding in large rain events and the deteriorated piping is causing large sinkholes in yards. This project will significantly reduce the frequency of flooding and eliminate the sinkhole issue. The project is being paid for out of the OWRB loan and there will be future follow on projects downstream.

Bids received as shown below:

Cook Construction Bid amount -\$64,125.00

Tonto Construction Bid amount-\$116,574.35

Patriot Construction Services, Inc. Bid amount-\$140,474.19

Dirt Works Done Right - Bid Rejected.

RECOMMENDED ACTION:

Approval of lowest and best bid from Cook Construction and Crane Services, Inc. in the amount of \$64,125.00 for Stormwater System Improvements Civitan Drainage Debby Jane Lane and Bonnie Avenue.

Fiscal Impact**FUNDING SOURCE:**

OWRB Loan

AttachmentsBid Tabs

BID TABULATION					CONTRACTOR		CONTRACTOR		CONTRACTOR		CONTRACTOR	
Stormwater System Improvements Civilian Drainage Debby Jane Lane and Bonnie Avenue Muskogee Municipal Authority Muskogee, Oklahoma HUB Project No. MUSKDRAIN					Cook Const. & Crane Services, Inc. 1821 E Hwy 62 Fort Gibson, OK 74434		Tonto Construction, Inc. 8101 W. 33rd St. S Muskogee, OK 74401		Patriot Construction Services, Inc. 8301 Hwy 105 Guthrie, OK 73044		JE Ditt Wurx 1206 SE 15th Wagoner, OK 74467	
February 15, 2018 2:00 p.m.					Total Bid	\$64,125.00	Total Bid	\$116,574.35	Total Bid	\$140,474.19	Bid Rejected	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
	Bid Schedule											
1	Quality Control	1	LS	500.00	\$500.00	600.00	\$600.00	1,800.00	\$1,800.00			
2	R/W Clearing, Demolition and Restoration	1	LS	1,500.00	\$1,500.00	4,000.00	\$4,000.00	2,055.00	\$2,055.00			
3	Unclassified Excavation	1	LS	1,500.00	\$1,500.00	5,000.00	\$5,000.00	4,110.00	\$4,110.00			
4	Type A Salvaged Topsoil	1	LS	750.00	\$750.00	1,250.00	\$1,250.00	2,055.00	\$2,055.00			
5	Temporary Silt Fence/Sod	300	LF	1.00	\$300.00	4.00	\$1,200.00	8.05	\$2,415.00			
6	Solid Slab Sod	500	SY	4.50	\$2,250.00	5.00	\$2,500.00	6.51	\$3,255.00			
7	1 1/2" Aggregate Crusher Run (Bedding)	25	CY	25.00	\$625.00	133.00	\$3,325.00	68.88	\$1,722.00			
8	Removal and Replacement of Concrete Paving	15	SY	180.00	\$2,700.00	166.65	\$2,499.75	217.00	\$3,255.00			
9	Removal and Replace Driveway (6" HES Concrete)	24	SY	180.00	\$4,320.00	166.65	\$3,999.60	221.25	\$5,310.00			
10	Precast Junction Structure (6 Ft. Dia.)	2	EA	2,500.00	\$5,000.00	9,000.00	\$18,000.00	7,850.04	\$15,700.08			
11	54" x 48" Junction Box	1	EA	3,500.00	\$3,500.00	9,000.00	\$9,000.00	8,532.03	\$8,532.03			
12	Manhole Frame and Lid	3	EA	350.00	\$1,050.00	625.00	\$1,875.00	1,252.26	\$3,756.78			
13	6" Barrier Cast Iron Curb Hood	2	EA	500.00	\$1,000.00	500.00	\$1,000.00	585.00	\$1,170.00			
14	Trench Gate (Complete)	26	EA	400.00	\$10,400.00	500.00	\$13,000.00	1,288.25	\$33,494.50			
15	30" ADS-HP Storm Pipe	290	LF	65.00	\$18,850.00	72.50	\$21,025.00	100.02	\$29,005.80			
16	Aggregate Bedding Material (ODOT Spec. 701.06, No. 57)	116	CY	30.00	\$3,480.00	100.00	\$11,600.00	36.00	\$4,176.00			
17	Remove and Replace Existing Fence	20	LF	25.00	\$500.00	35.00	\$700.00	41.10	\$822.00			
18	Mobilization	1	LS	500.00	\$500.00	7,000.00	\$7,000.00	8,400.00	\$8,400.00			
19	Construction Staking	1	LS	100.00	\$100.00	1,800.00	\$1,800.00	1,440.00	\$1,440.00			
20	Traffic Control	1	LS	100.00	\$100.00	1,200.00	\$1,200.00	1,800.00	\$1,800.00			
21	Project Sign	1	EA	200.00	\$200.00	1,000.00	\$1,000.00	1,200.00	\$1,200.00			
22	Allowance	1	LS	5,000.00	\$5,000.00	5,000.00	\$5,000.00	5,000.00	\$5,000.00			

Finance Committee**4.**

Meeting Date: 04/16/2018

Initiator: Tammy Tracy, City Clerk

Department: City Clerk

Staff Information Source: Greg Riley, Director of Public Works; Jay Updike, HUB

Information**AGENDA ITEM TITLE:**

Consider approval to accept Engineering Services Agreement from Holloway, Updike, and Bellen, Inc. (HUB), for professional services for the plans and specifications for Roadway Improvements at U.S. 62 and Country Club Road, in the amount of \$56,750.00, or take other necessary action.
(Greg Riley)

BACKGROUND:

The City has resolved to enter into an agreement with ODOT to improve the signal and intersection of Country Club Road and Hwy. 62 (Shawnee Bypass). ODOT has agreed to pay for 80% of the Signal costs. The City will be responsible for the engineering cost, 20% of the signal cost, any roadway and drainage work. The plan is to extend the left turning lane south of Shawnee to allow through vehicles to move freely in the through lane at peak times. The drainage problems south of Shawnee will also be addressed.

RECOMMENDED ACTION:

Approve the proposed Engineering Services Agreement with Holloway, Updike, and Bellen, Inc. (HUB) for professional services for the plans and specifications for Roadway Improvements at U.S. 62 and Country Club Road in the amount of \$56,750.

Fiscal Impact**Attachments**

HUB Agreement

ODOT Resolution

**AGREEMENT
FOR
ENGINEERING SERVICES
FOR
U.S. HIGHWAY 62 (SHAWNEE) AND
COUNTRY CLUB ROAD INTERSECTION IMPROVEMENTS**

THIS AGREEMENT, including Attachments, between the City of Muskogee (Owner) and Holloway, Updike and Bellen, Inc. (Engineer);

W I T N E S S E T H :

WHEREAS, Owner intends to construct the following improvements:

PROJECT:

ROADWAY IMPROVEMENTS AT U.S. HIGHWAY 62 AND COUNTRY CLUB ROAD INTERSECTION: Professional Engineering services for the plans and specifications to:

- Widen Country Club Road north of U.S. 62 to three lanes to provide storage for dedicated left turn lane.
- Widen Country Club Road south of U.S. 62 to three lanes to provide dedicated left turn lane.
- Drainage improvements required to properly drain the project including offsite improvements on the south side of Shawnee from Country Club Road east to drainage channel.

WHEREAS, Owner requires certain engineering services (the Services) in connection with the Project; and,

WHEREAS, Engineer is prepared to provide the Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be the ____ day of _____, 2018.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services. During the construction phase, the Engineer shall be the Owner's agent and representative with respect to all services of the Engineer that are required or authorized by the construction documents.

ARTICLE 4 - COMPENSATION

Owner shall pay Engineer in accordance with Attachment B, Compensation.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities and Special Conditions.

ARTICLE 6 - STANDARD OF CARE

Engineer shall perform the Services undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable laws and regulations published and in effect at the time of performance of the Services. Other than the obligation of the Engineer to perform in accordance with the foregoing standard, no warranty, either express or implied, shall apply to the Services to be performed by the Engineer pursuant to this Agreement or the suitability of Engineer's work product.

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services; and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article.

7.2 Indemnification. Engineer agrees to defend, indemnify, and hold harmless the Owner, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its failure to perform its obligations under this agreement or by its negligent acts, errors, or omissions.

7.3 Consequential Damages. Neither Owner nor Engineer shall be liable to the other for any special, indirect, or consequential damages resulting in any way from the performance of the Services or this Agreement such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

7.4 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 8 - INSURANCE

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each accident.

- (3) Workers' Compensation Insurance and Employer's liability Insurance in accordance with statutory requirements.
- (4) Professional Liability Insurance, with a limit of \$2,000,000 annual aggregate.

Engineer shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. All Project contractors shall be required to include Owner and Engineer as additional insureds on their General Liability insurance policies, and shall be required to indemnify Owner and Engineer to the same extent.

ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

Provided that the Engineer has acted in good faith, Engineer shall not be liable to Owner for breach of contract or for negligent error or omission in failing to detect, prevent, or report the failure of any contractor, subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to the Owner, failure to finish or construct the Project in accordance with the plans and specifications, or failure to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, Engineer's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will conform to Engineer's cost estimates or that actual schedules will conform to Engineer's projected schedules. Engineer shall complete the services within the time frame outlined on Attachment D, Schedule, subject to conditions which are beyond the control of the Engineer.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall defend, indemnify, and hold harmless Engineer against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the property of Owner provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer. The Owner may use said documents for their own use at no cost to the Owner.

ARTICLE 14 - TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses in such amount as agreed upon by the Owner and Engineer.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods, earthquakes, fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16 - COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the addresses specified below with a copy to the Owner's attorney:

Engineer:	Holloway, Updike and Bellen, Inc.
	P.O. Box 1543
	Muskogee, OK 74402
Attention:	Jay Updike, PE, President

Owner: City of Muskogee
P.O. Box 1927
Muskogee, OK 74402
Attention: Greg Riley, Public Works Director

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 17 - WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 - INTEGRATION

This Agreement represents the entire and integrated Agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 21, Owner and Engineer each binds itself and its successors and assigns to the other party to this Agreement.

ARTICLE 21 - ASSIGNMENT

Neither Owner nor Engineer shall assign its duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

ARTICLE 23 – AUTHORIZATION TO PROCEED

The Owner will issue the Engineer a written “Notice to Proceed” as authorization to proceed with the work.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

OWNER:
CITY OF MUSKOGEE

ENGINEER:
HOLLOWAY, UPDIKE AND BELLEN, INC.

Mayor

President

(SEAL)

(SEAL)

ATTEST: _____
City Clerk

ATTEST: _____
(Secretary)

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF MUSKOKGEE, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
U.S. HIGHWAY 62 (SHAWNEE) AND
COUNTRY CLUB ROAD INTERSECTION IMPROVEMENTS**

SCOPE OF SERVICES

ROADWAY IMPROVEMENTS AT U.S. HIGHWAY 62 AND COUNTRY CLUB ROAD INTERSECTION: Professional Engineering services for the plans and specifications to:

- Widen Country Club Road north of U.S. 62 to three lanes to provide storage for dedicated left turn lane.
- Widen Country Club Road south of U.S. 62 to three lanes to provide dedicated left turn lane.
- Drainage improvements required to properly drain the project including offsite improvements on the south side of Shawnee from Country club Road east to drainage channel.

SCOPE OF SERVICES

1. Project Survey

Perform field survey of project area and determine existing rights of way, property owners and existing utilities.

2&3. Geometrics, Right of Way and Cost Estimates

Layout preliminary geometrics and determine required rights of way and utility relocations.

Prepare layouts and cost estimates for construction, right of way and utility relocation.

4. Preliminary Plans

Prepare preliminary and right of way plans. Schedule and conduct a plan-in-hand conference.

5. Final Plans.

Prepare 90 percent plan set based on comments on the preliminary plans set from the City of Muskogee and Oklahoma Department of Transportation. Details will be finalized at an appropriate scale to illustrate the level of detail needed for clarity.

Incorporate traffic signal plans (prepared under a separate contract with Traffic Engineering Consultants into the final plans.

6. Water and Sewer Relocation Plans.

Prepare plans for water and sewer line relocation.

7. Right of Way Documents.

Provide surveys and legal descriptions for all proposed rights of way.

8. Technical coordination with Oklahoma Department of Transportation, utility service provider, and City departments during final design

Coordinate with the Oklahoma Department of Transportation during the project design process.

Review the topographic survey and location of utilities information provided by each utility identified by OKIE. Coordination with ODOT, utility service providers and city departments is also covered under this task. Coordinate with utility providers (water, sewer, electrical, gas, telecommunications, etc) during the course of design. For this scope of work, utility design will be limited to:

- No replacement of water mains or services, sanitary sewer mains or services, telecommunications, gas, or electrical services other than known minor conflicts, are included in the design and construction scope for this project. Holloway, Updike and Bellen, Inc. will coordinate with the City of Muskogee and other utilities during final design.

9.&10. ODOT Bidding and Award Coordination.

Holloway, Updike and Bellen, Inc. will coordinate project with ODOT to allow ODOT to receive construction bids on the project.

Holloway, Updike and Bellen, Inc. will respond to questions during the bidding process and review bids and coordinate award of the construction contract by ODOT.

**ATTACHMENT B TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF MUSKOKGEE, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
U.S. HIGHWAY 62 (SHAWNEE) AND
COUNTRY CLUB ROAD INTERSECTION IMPROVEMENTS**

COMPENSATION

I. PAYMENTS FOR SERVICES OF THE ENGINEER:

- A. Basic Engineering Services. For basic engineering services performed under the Scope of Services in Attachment A, the Owner shall pay the Engineer the following lump sum amounts:

Task No.	Scope	Fee
1	Survey	\$ 5,500.00
2&3	Geometrics, Right of Way and Cost Estimates	6,000.00
4	Preliminary Plans	13,500.00
5	Final Plans	17,500.00
6	Water and Sewer Relocation Plans	6,500.00
7	Right of Way Documents	3,000.00
8	Utility Coordination	3,500.00
9 & 10	ODOT Bidding and Award Coordination	1,250.00
Total Fee		\$56,750.00

- B. Additional Engineering Services. For authorized services performed by the Engineer which are outside the Scope of Services outlined in Attachment A of this Agreement, the Owner will pay the Engineer an amount equal to actual hourly salary rates paid by the Engineer to personnel assigned to the Project times 2.8, plus subcontract work, if any, and direct expenses at cost.

II. TIMES OF PAYMENT: Invoices are due and payable within 30 days of date of invoice.

- A. Basic Engineering Services. For the basic engineering services performed under Section II of the Scope of Services in Attachment A, monthly payments shall be made in proportion to services performed.
- B. Additional Engineering Services. For additional engineering services, monthly payments by the Owner shall be based on detailed invoices from Engineer for work completed.

**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF MUSKOKGEE, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
U.S. HIGHWAY 62 (SHAWNEE) AND
COUNTRY CLUB ROAD INTERSECTION IMPROVEMENTS**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

I. OWNER RESPONSIBILITIES

1. Owner shall furnish to Engineer all available information pertinent to the Project including previous reports and any other data relative to design and construction of the Project. However, by providing this information the Owner does not in any way guarantee the accuracy of the information.
2. Owner shall furnish and make all provisions for the Engineer to enter upon public or private property as required for the Engineer to perform his Services under this Agreement.
3. Owner shall be responsible for all permit fees.
4. Owner shall be responsible for all land/easement acquisition and filing of the required legal documents.
5. Owner shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the Engineer and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Engineer.
6. Owner shall designate in writing a person to act as its representative in respect to the work to be performed under this Agreement, and such person shall have complete authority to transmit instructions, receive information, interpret, and define Owner's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Agreement.
7. Owner shall furnish legal assistance as required in the preparation, review, and approval of construction documents.
8. Owner shall furnish assistance in locating existing underground utilities and

in expediting their relocation in preparation for construction.

9. Owner shall furnish such physical testing for quality control and quality assurance during construction as may be required by the construction contract documents, or as required for design changes merited during construction due to unforeseen circumstances, including geotechnical services.
10. The Owner shall provide geotechnical studies and special environmental studies if required for the projects.

II. SPECIAL CONDITIONS

None.

**ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF MUSKOKGEE, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
U.S. HIGHWAY 62 (SHAWNEE) AND
COUNTRY CLUB ROAD INTERSECTION IMPROVEMENTS**

SCHEDULE

The work shall be completed within the number of calendar days shown below following authorization to proceed.

Task	Day to Complete from Notice to Proceed
1 – 4	120 days
5 – 7	Within 60 days of receipt of comments on preliminary plans

RESOLUTION NO. 2709

ORIGINAL

A RESOLUTION APPROVING PARTICIPATION WITH THE STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION IN A TRAFFIC SIGNAL PROJECT.

WHEREAS, Traffic Engineering Consultants, Inc. (TEC) has completed a traffic study at the intersection of US-62 and Country Club Road within the city limits of the City of Muskogee, Oklahoma, and said study indicates that traffic signals are warranted at this location; and,

WHEREAS, the City of Muskogee agrees to the following funding participation costs:

- a. **Preliminary Engineer's Estimate.**
The City of Muskogee agrees to participate in the funding for the project costs including construction engineering up to 20% of the total Project costs. The preliminary engineer's project cost estimate is \$200,000 for a traffic signal upgrade of the existing traffic signals. The City of Muskogee's share is estimated to be \$40,000.
- b. **Final Engineer's Estimate (at time of project letting).**
The City of Muskogee agrees to provide any additional matching funds required to satisfy their agreed participation share of the project costs, based on the Contract Bid Costs.
- c. **Final Project Cost (upon project completion and final auditing).**
The City of Muskogee agrees to provide any additional matching funds required to satisfy their agreed participation share of the final project costs, as outlined in the maintenance agreement between the City of Muskogee and the Department.

WHEREAS, the City of Muskogee agrees to provide any additional right-of-way necessary for construction, to move or have moved any utilities that are necessary for the completion of the project and,

WHEREAS, the City of Muskogee agrees to provide a qualified Engineer to prepare the necessary engineering plans, specifications and construction cost estimates for the project, and

WHEREAS, the City of Muskogee agrees to execute a maintenance agreement to maintain the traffic signal device to a level of service acceptable to the Oklahoma Department of Transportation and pay all utility expenses associated with the operation of the traffic signal device.


PASSED AND APPROVED at a regular meeting of the City Council of the City of Muskogee and duly signed by the Mayor this 27 day of November, 2017

THE CITY OF MUSKOGEE, OKLAHOMA

By: _____

John R. Coburn, Mayor

ATTEST:


Tammy L. Tracy
Tammy L. Tracy City Clerk