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 and 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 (1) time. If written materials are to be submitted, twelve (12) copies should be made available, and may not be returned.

AGENDA
FINANCE COMMITTEE
FEBRUARY 9, 2026

Official action can only be taken on items which appear on the agenda. The public body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item.

When more information is needed to act on an item, the public body may refer the matter to Staff or back to Committee or the recommending body.

Under certain circumstances, items are deferred to a specific date or stricken from the agenda entirely.

REGULAR SESSION - 5:30 P.M., 3RD FLOOR, COUNCIL CHAMBERS, MUNICIPAL BUILDING, 229 W. OKMULGEE, MUSKOGEE, OKLAHOMA

INVOCATION - COMMITTEE MEMBER JAIME STOUT

FLAG SALUTES - DEPUTY MAYOR DERRICK A. REED

1. Consider approval of Finance Committee minutes of January 12, 2026, or take other necessary action.

2. Consider approval of claims for all City departments January 3, 2026, through January 30, 2026, or take other necessary action.

3. Consider approval of Ordinance No. 4292-A, amending the City of Muskogee Code of Ordinances, Chapter 82, Utilities, Article II, Charges and Procedures, Division 3, Water Service Charges, by amending Section 82-71, Rates Generally, Subsection (a), by Providing for Repealer, Severability, and setting an Effective Date, or take other necessary action. (Tammy L. Tracy)

4. Consider approval to authorize the City Manager to negotiate and execute Master Agreement Work Order #2 between Olsson, Inc., and the City of Muskogee for professional engineering services in the amount of $171,800.00, to include designing, bidding, construction, and close-out phases for the Muskogee-Davis Regional Airport project to construct 2-Bay or 3-Bay Box Hangars with approaches, or take other necessary action. (Tyler Evans)

ADJOURN

Finance Committee **1.**

Meeting Date: 02/09/2026
Initiator: Jennifer Sharp, Admin II
Department: City Clerk
Staff Information Source:

Information

AGENDA ITEM TITLE:
Consider approval of Finance Committee minutes of January 12, 2026, or take other necessary action.

BACKGROUND:

RECOMMENDED ACTION:

Fiscal Impact

Attachments

01122026 finmin

MINUTES

OF THE FINANCE COMMITTEE
OF THE CITY OF MUSKOGEE, OKLAHOMA
MET IN REGULAR SESSION
IN COUNCIL CHAMBERS OF CITY HALL
JANUARY 12, 2026

The Finance Committee of the City of Muskogee, Oklahoma, met in Regular Session at 5:30 p.m. on January 12, 2026, in Council Chambers, Municipal Building, 229 W. Okmulgee Ave., Muskogee, Oklahoma.

Present:	Patrick Cale, Mayor; Derrick Reed, Chair; Jaime Stout, Vice Chair; Tracy Hoos, Committee Member; Melody Cranford, Committee Member; Dan Hall, Committee Member; Mike Brawley, Committee Member
Absent:	Shirley Hilton-Flanary, Committee Member; Tom Martindale, Committee Member
Staff Present:	Tera Shows, Assistant City Manager; Katrina Bodenhamer, City Attorney; Tammy L. Tracy, City Clerk; Mike Stewart, Public Works Director; Avery Rigney, Assistant Public Works Director; Johnny Teehee, Police Chief; Brent Roberts, Deputy Planning Director; Keri Spencer, Deputy City Attorney; Justin O'Neal, Asst. Parks Director for Expo and Civic Center; Tyler Evans, Emergency Management Director

Councilor Melody Cranford recognized Ms. Kaylynn Tootill, Oklahoma Council of Indian Education Parent of the Year.

Councilor Melody Cranford recognized Ms. Rachelle Jaramillo, Oklahoma Federation of Indian Women Mother of the Year.

Invocation was led by Councilor Melody Cranford.

Flag Salutes were led by Deputy Mayor Derrick A. Reed.

1. Consider approval of Finance Committee minutes of December 1, 2025, or take other necessary action.

   Motion was made by Committee Member Dan Hall, seconded by Committee Member Mike Brawley to approve Finance Committee minutes of December 1, 2025.

   AYE: Chair Derrick Reed, Vice Chair Jaime Stout, Committee Member Tracy Hoos, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Mike Brawley

Other: Mayor Patrick Cale (ABSTAIN)
Carried

2. Consider approval of claims for all City departments November 22, 2025 through January 2, 2026, or take other necessary action.

Motion was made by Vice Chair Jaime Stout, seconded by Committee Member Melody Cranford to approve claims for all City departments November 22, 2025 through January 2, 2026.

AYE: Mayor Patrick Cale, Chair Derrick Reed, Vice Chair Jaime Stout, Committee Member Tracy Hoos, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Mike Brawley

Carried - Unanimously

3. Consider approval to purchase a 2026 Chevy 2500 4-WD Crew Cab truck from Joe Cooper Chevrolet, for use in the Emergency Management Department, in the amount of $51,819.24, or take other necessary action. (Tyler Evans)

Emergency Management Director Tyler Evans stated this is a budgeted item and will replace a 14-year-old vehicle. Mr. Evans stated the older vehicle will remain in service as a trailer truck and back-up vehicle.

Motion was made by Committee Member Dan Hall, seconded by Vice Chair Jaime Stout to approve to purchase a 2026 Chevy 2500 4-WD Crew Cab truck from Joe Cooper Chevrolet, for use in the Emergency Management Department, in the amount of $51,819.24.

AYE: Mayor Patrick Cale, Chair Derrick Reed, Vice Chair Jaime Stout, Committee Member Tracy Hoos, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Mike Brawley

Carried - Unanimously

There being no further business, the meeting was adjourned.

CHAIR DERRICK A. REED
FINANCE COMMITTEE

finmin
TT

Finance Committee **2.**

Meeting Date: 02/09/2026
Submitted For: Dennis Read, Finance
Initiator: Benita Hotema, Assistant Financial Analyst
Department: Finance
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of claims for all City departments January 3, 2026, through January 30, 2026, or take other necessary action.

BACKGROUND:

Claims for all City departments.

RECOMMENDED ACTION:

Approve claims January 3, 2026 through January 30, 2026.

Fiscal Impact

Attachments

Purchasing Claims 2/9/2026
Purchasing Claims (Tourism) 2/9/2026

CITY OF MUSKOGEE CLAIMS

CHECK NO.	VENDOR	AMOUNT	DESCRIPTION
254879	THE ZERO CARD, INC.	23,605.69	insurance
254880	BYRD, DYLAN SCOTT	21.09	utility refund
254881	BYRD, MEAGIN D OR RANDAL T	18.60	utility refund
254882	CAVIN LAND HOLDING	19.65	utility refund
254883	CSR, LLC	6.34	utility refund
254884	CURRENT, RONALD	18.17	utility refund
254885	DIAMOND FARMS, LLC	2.99	utility refund
254886	HENDERSON, BRANDON & TRACY	27.77	utility refund
254887	MUSKOGEE APARTMENTS 4 LLC	29.26	utility refund
254888	ONTIVEROS, JESUS	15.64	utility refund
254889	PARRISH, SIMEON G	17.56	utility refund
254890	PAYTON PLACE	11.87	utility refund
254891	STYLED X STILES CO	269.53	utility refund
254892	WARD, DANA	60.00	utility refund
254893	WELLS, HUNTER R	19.78	utility refund
254894	WOOTEN, GAIL ELAINE	26.29	utility refund
254895	ACCURATE LABS & TRAINING CENTE	220.00	water testing/lab
254896	ACTION GROUP STAFFING	4,276.37	temp employees
254897	AIRGAS USA LLC	190.84	miscellaneous
254898	APAC CENTRAL INC	230,599.40	NE&NW ZoneMill&Overlay
254899	BG PRODUCTS INC	660.80	miscellaneous supplies/parts
254900	BOARD OF TESTS FOR ALCOHOL	108.00	breathalyzer equipment
254901	BRITE COMPUTERS	373.80	IT miscellaneous
254902	BROKEN ARROW ELECTRIC	216.55	electrical supplies/service
254903	BROWN'S SHOE FIT CO #87	483.44	employee vouchers
254904	CAGLE'S FLOWERS & GIFTS	130.00	miscellaneous
254905	CANINE DEVELOPMENT GROUP, INC.	140.00	miscellaneous
254906	CARE AROUND THE CLOCK INC	4,999.12	medical services
254907	SHEENA CAUTHON	25.00	swim&fit instructor
254908	CHARBONNEAU, BILLY JO	50.00	swim&fit instructor
254909	CINCINNATI RADIATOR SERVICE IN	100.00	fleet miscellaneous
254910	CINTAS CORPORATION #2	2,419.15	uniforms/janitorial
254911	CLEET	3,648.66	monthly cleet fees
254912	CLIFFORD POWER SYSTEMS INC	203.77	miscellaneous
254913	COMMUNITY CARE EAP	520.70	miscellaneous
254914	CONNECT DME, LLC	8,775.36	medical equipment
254915	CORE & MAIN LP	910.00	public works parts
254916	CRAWFORD & ASSOCIATES, P.C.	4,330.00	FY24/FY25 audit
254917	CROWDER AUTO GLASS	460.00	fleet miscellaneous
254918	DAVID'S DISCOUNT TIRES INC	919.16	fleet miscellaneous
254919	DEBRA DELZEIT	125.00	swim&fit instructor
254920	KENYONNE DERRICK	330.00	teen center fitness
254921	DANIELLE DEZSO-JONES	425.00	swim&fit instructor
254922	DP SUPPLY CO	396.00	miscellaneous supplies
254923	DUBOIS CHEMICALS INC	429.00	public works chemical
254924	EAST CENTRAL ELECTRIC	50.40	city utility
254925	JERRY EATON SCOTT	360.00	teen center tutoring
254926	EXPRESS EMPLOYMENT PROFESSIONA	3,769.78	temp employees
254927	FASTENAL COMPANY	657.04	parts/supplies/janitorial

254928	FITNESS ON DEMAND LLC	229.00	swim&fit app
254929	FIVE STAR DEMOLITION	5,338.26	demo contractor
254930	FIVE STAR OFFICE SUPPLY	19.58	office supplies
254931	FLEETPRIDE INC	1,548.14	fleet miscellaneous
254932	CADENCE PETROLEUM GROUP	15,695.58	fuel
254933	KARLA D GIBSON	50.00	swim&fit instructor
254934	GLOBAL EQUIPMENT COMPANY	10,323.16	drinking bottle fountains
254935	GRAINGER	10.30	parts/supplies/janitorial
254936	HACH COMPANY	1,464.08	water lab supplies/equipment
254937	HARRISON TIRE & SUPPLY	270.00	fleet miscellaneous
254938	HOMELAND STORES INC	27.96	miscellaneous
254939	HULL, JEFFREY S	1,213.80	fleet brake repairs
254940	IBT INC	107.40	miscellaneous
254941	JACKIE GOODSON	38.00	travel/education
254942	LORI JEFFERSON	320.00	teen center tutoring
254943	JOHN DEERE FINANCIAL F.S.B.	675.89	miscellaneous/uniforms
254944	JONAS FITNESS, INC	847.32	swim&fit monthly pos service
254945	TRAINING KAMP, LLC	270.00	miscellaneous
254946	KIRBY - SMITH	3,044.21	fleet heavy truck repairs
254947	KAREN LAUDERDALE	25.00	swim&fit instructor
254948	LAZY J PROPERTIES, ANGELA YOUN	50.00	swim&fit instructor
254949	THE LIFEGUARD STORE	336.09	miscellaneous
254950	LOCKE SUPPLY CO	235.85	miscellaneous supplies/parts
254951	LOWES	1,392.50	miscellaneous supplies/parts
254952	MHC KENWORTH - TULSA	4,148.03	fleet miscellaneous
254953	MICHAEL ARMSTRONG	38.00	travel/education
254954	MMSGS	1,230.20	Fire miscellaneous
254955	MORGAN SERVICES COMPANY LLC	70.00	tow services
254956	MUNICIPALH2O.COM	500.00	miscellaneous
254957	KELLY MURRY	112.50	airport janitorial services
254958	MUSKOGEE COUNTY CLERK	18.00	filing fees
254959	MUSKOGEE COUNTY SHERIFFS DEPAR	10,476.00	jail bill NOV25
254960	MUSKOGEE COUNTY TRANSIT AUTHOR	13,271.51	transportation services
254961	MUSKOGEE DAILY PHOENIX	146.74	ad/subscriptions
254962	MUSKOGEE LOCK & KEY	103.81	miscellaneous
254964	NAFECO INC	15,768.63	Fire bunker gear
254965	OFFICE CONNECTIONS LLC	58.83	office supplies
254966	OFFICE DEPOT	92.29	office supplies
254967	OKLAHOMA NATURAL GAS	3,078.70	city utility
254968	OKLAHOMA TURNPIKE AUTHORITY (O	27.56	tolls
254969	ONE SOURCE WATER LLC	182.01	miscellaneous
254971	OREILLY AUTO PARTS	2,624.77	fleet parts
254972	OSBI	3,637.59	monthly fees
254973	OSBI	3,483.53	monthly fees
254974	PATE INDUSTRIAL SUPPLY INC	92.68	miscellaneous
254975	PENCCO INC	9,211.92	chemical contractor
254976	PIED PIPER SERVICES	75.00	miscellaneous service
254977	PREMIER TRUCK GROUP	932.96	fleet miscellaneous/parts
254978	SADLER PAPER COMPANY	49.28	janitorial supplies/paper goods
254979	SAFETY-KLEEN SYSTEMS INC	238.56	miscellaneous
254980	JENNIFER SARGENT	360.00	teen center tutoring

254981	SCOTT PUCKETT	52.00	travel/education
254982	STANDARD INSURANCE COMPANY	19,995.05	insurance
254983	STAUB INVESTMENTS INC. DBA GAL	94.00	miscellaneous
254984	STEVE BEAUVAIS	52.00	travel/education
254985	STEWART MARTIN EQUIPMENT	110.43	miscellaneous parts
254986	TIM SYNAR	7,265.00	animal shelter services
254987	TECHNICAL PROGRAMMING SERVICES	2,713.79	bill notices
254988	THOMAS HOWARD	627.20	travel/education
254989	THYSSENKRUPP ELEVATOR CORP	590.60	elevator service
254990	TLS GROUP, INC	1,852.50	signal maintenance
254991	TOTAL ADMINISTRATIVE SERVICES	195.48	miscellaneous
254992	TRANSUNION RISK & ALTERNATIVE	165.00	miscellaneous
254993	UNMANNED VEHICLE TECHNOLOGIES,	12,826.07	police drone/accessories
254994	UTILITY TECHNOLOGY SERVICES IN	598.00	meter software/supplies
254995	CINDY WAYMAN	700.00	swim&fit instructor
254996	WEBB'S HEAVY EQUIPMENT REPAIR	12,140.00	fleet transmission repair/parts
254997	WELDON PARTS - MUSKOGEE	412.54	miscellaneous
254998	WHEELER METALS	623.07	miscellaneous
254999	LAURA WICKIZER	75.00	swim&fit instructor
255000	CHAD WILKE	8,091.86	Fire/HR tile install
255001	YORK & MAIN EQUITY GROUP INC	6,990.00	sewer repair
255002	BLUECROSS/BLUE SHIELD OF OK	80,634.56	insurance
255003	BLUECROSS/BLUE SHIELD OF OK	212,707.43	insurance
255004	BLUECROSS/BLUE SHIELD OF OK	85,806.61	insurance
255005	BLUECROSS/BLUE SHIELD OF OK	56,136.76	insurance
255006	THE ZERO CARD, INC.	4,447.77	insurance
255007	THE ZERO CARD, INC.	14,536.62	insurance
255008	BLACKWINGS GROUP	19.26	utility refund
255009	CLARK, ANN	2.83	utility refund
255010	DAVIS ELLIS, VIOLET D	4.47	utility refund
255011	GROWCOCK, GREGORY W	25.25	utility refund
255012	HEAVENLY MASSAGE/XINGRONG DENG	32.36	utility refund
255013	REYNOLDS, BRIGHTPATH L	90.00	utility refund
255014	WAGNER, C. WARREN	6.99	utility refund
255015	DELTA DENTAL PLAN OF OKLAHOMA	924.04	insurance
255016	DELTA DENTAL PLAN OF OKLAHOMA	27,322.26	insurance
255017	ACTION GROUP STAFFING	4,143.62	temp employees
255018	AIRGAS USA LLC	113.35	miscellaneous
255020	ARCHERS CLEANERS INC	412.63	cleaning services
255021	ASSOCIATED SUPPLY CO INC	306.36	miscellaneous
255022	AT&T #918 682-2825 211 0	208.28	communications
255023	ATLAS MATERIAL HANDLING LLC	1,966.02	fleet supplies/repair services
255024	B & R ELECTRIC SERVICE INC	150.00	electrical contractor
255025	BCS INSURANCE COMPANY	74,105.20	insurance
255026	BEN E. KEITH	543.84	concessions
255027	BG PRODUCTS INC	1,843.20	miscellaneous supplies/parts
255028	BRENNTAG SOUTHWEST INC	10,611.73	chemical contractor
255029	CARE AROUND THE CLOCK INC	23,618.20	medical services
255030	CDW GOVERNMENT INC	7,403.65	IT parts
255031	CINTAS CORPORATION #2	1,830.93	uniforms/janitorial
255032	CORE & MAIN LP	4,680.28	public works parts

255033	CROWDER AUTO GLASS	100.00	fleet miscellaneous
255034	DAVID'S DISCOUNT TIRES INC	643.66	fleet miscellaneous
255035	DELL MARKETING LP	869.00	IT miscellaneous
255036	DIRECT TRAFFIC CONTROL INC	2,000.00	traffic control services & plan
255037	DOBSON FIBER	8,243.91	IT communications
255038	DP SUPPLY CO	9,108.00	public works parts/supplies
255039	DRIVE SHAFTS INC	840.00	fleet miscellaneous
255040	EAST CENTRAL ELECTRIC	1,010.96	city utility
255041	EXCHANGE CLUB OF MUSKOGEE	250.00	quarterly dues
255042	EXPRESS EMPLOYMENT PROFESSIONA	3,653.56	temp employees
255043	FASTENAL COMPANY	1,562.45	parts/supplies/janitorial
255044	FIRSTLINE FILTERS LLC	442.40	Facilities miscellaneous
255045	GRAINGER	1,542.16	parts/supplies/janitorial
255046	GREAT PLAINS CONSULTING	6,835.00	inspections
255048	HARRISON TIRE & SUPPLY	60.00	fleet miscellaneous
255049	HARSCO CORPORATION	22,882.66	OCT25 pollution event
255050	HOLLOWAY UPDIKE AND BELLEN INC	1,976.09	project contractor
255051	I 40 RACE SERVICE LLC	407.50	miscellaneous
255052	IBT INC	72.45	miscellaneous
255053	INDIAN CAPITAL TECHNOLOGY CENT	1,500.00	employee classes
255054	GAS AND SUPPLY	231.00	miscellaneous
255055	J & R EQUIPMENT	11,665.99	parts for heavy trucks
255056	JOHN DEERE FINANCIAL F.S.B.	270.00	miscellaneous/uniforms
255058	KERI SPENCER	202.37	travel/education
255059	KIRBY - SMITH	200.89	fleet heavy truck repairs
255060	KTFX FM RADIO STATION	1,900.00	radio ad
255061	LAKE REGION ELECTRIC COOPERATI	3,395.43	city utility
255062	LAKES COUNTRY RADIO (KEOK/KTLQ	100.00	radio ad
255063	LEADSONLINE LLC	8,532.00	Total Track Investigation System
255064	LOCKE SUPPLY CO	194.87	miscellaneous supplies/parts
255066	LOVE BOTTLING CO - #515580	17.28	miscellaneous
255067	LOWES	4,688.14	miscellaneous supplies/parts
255068	MARC MILLER BUICK-GMC, INC.	736.54	miscellaneous
255069	MARIO'S QUALITY OVERHEAD DOORS	602.00	door repairs
255070	MATLOCK SECURITY SERVICES	120.00	miscellaneous
255071	MMSGS	236.49	Fire miscellaneous
255072	MORGAN SERVICES COMPANY LLC	35.00	tow services
255073	KELLY MURRY	112.50	airport janitorial services
255074	MUSKOGEE CHAMBER OF COMMERCE	5,000.00	My Muskogee Sponsor
255075	MUSKOGEE CITIZENS POLICE ACADE	750.00	RNB Holiday Band security&assistance
255076	MUSKOGEE COMMUNICATIONS, INC.	450.00	communications
255077	MUSKOGEE COUNTY CLERK	254.00	filing fees
255078	MUSKOGEE COUNTY ELECTION BOARD	14,012.48	election expenses
255079	MUSKOGEE COUNTY SHERIFFS DEPAR	7,344.00	jail bill DEC25
255080	MUSKOGEE DAILY PHOENIX	2,738.34	ad/subscriptions
255081	MUSKOGEE LOCK & KEY	65.90	miscellaneous
255082	MUSKOGEE MEDICAL CENTER AUTHOR	14,720.28	NOV25 loan payment
255083	MUSKOGEE MEDICAL CENTER AUTHOR	14,720.29	DEC25 loan payment
255084	MUSKOGEE MEDICAL CENTER AUTHOR	14,720.28	JAN26 loan payment
255085	NAFECO INC	3,735.00	Fire bunker gear
255086	NUESYNERGY, INC.	411.25	insurance

255087	OFFICE CONNECTIONS LLC	744.61	office supplies
255088	OFFICE DEPOT	227.62	office supplies
255089	OKLAHOMA DEPT OF LABOR	75.00	boiler inspections
255091	OKLAHOMA NATURAL GAS	2,096.97	city utility
255092	IVA OLLAR	500.00	HolidayHustle25 winner
255093	WILLIAM OLLAR	500.00	HolidayHustle25 winner
255094	OMCTFOA	485.00	miscellaneous
255095	ONE SOURCE WATER LLC	81.90	miscellaneous
255096	OPTIMUM BUSINESS	26.00	communications
255097	OREILLY AUTO PARTS	2,350.13	fleet parts
255098	PARADE SPECIALTIES	1,835.00	Christmas Parade graphics/transport
255099	PATE INDUSTRIAL SUPPLY INC	254.85	miscellaneous
255100	PINNACLE CONSULTING MANAGEMENT	5,900.00	sewer treatment plant miscellaneous
255101	PREMIER TRUCK GROUP	1,837.61	fleet miscellaneous/parts
255102	PREMIER USA INC.	6,534.16	temp employees
255103	PROSEGUR EAS USA, LLC	3,891.30	City Hall security
255104	RA OUTDOORS, LLC DBA ASPIRA	7.00	miscellaneous
255105	DERRICK REED	197.93	allowance
255106	BFI WASTE SERVICES, LLC	502.78	miscellaneous
255107	ROY'S UPHOLSTERY	445.00	fleet miscellaneous
255108	ROYSE PRINTING CO	544.00	printing services
255109	SADLER PAPER COMPANY	488.55	janitorial supplies/paper goods
255110	SBA 2012 TC ASSETS	638.14	tower rent
255111	SHERWIN-WILLIAMS COMPANY	21.95	miscellaneous
255112	SOUTHERN TIRE MART, LLC	566.25	fleet miscellaneous
255113	SPECIAL OPS UNIFORMS	348.93	Police uniforms
255114	SUDDENLINK	660.00	miscellaneous
255115	SUPERIOR LINEN SERVICE INC	483.47	towels service
255116	T-MOBILE USA INC.	3,344.81	communications
255117	TECHNICAL PROGRAMMING SERVICES	3,671.13	bill notices
255118	TETRA TECH INC	21,750.00	sanitary sewer evaluation services
255119	TLS GROUP, INC	3,290.00	signal maintenance
255120	TONTO CONSTRUCTION INC	11,880.00	Sludge Removal sewer plant
255121	TULSA TURN OUT GEAR REPAIR	170.00	miscellaneous
255122	TULSA WINWATER CO.	28,858.04	public works operating supplies
255123	VISION SERVICES PLAN, OKLAHOMA	382.86	insurance
255124	W & W INVESTMENTS-AKERS COLLIS	14,309.95	fleet collision parts/repair
255125	WASTE MANAGEMENT OF OKLAHOMA I	22,926.27	landfill
255126	WATER TECH, INC.	22,050.00	chemical contractor
255127	WELDON PARTS - MUSKOGEE	731.64	miscellaneous
255128	WHEELER METALS	392.73	miscellaneous
255129	YELLOWHOUSE MACHINERY CO	3.46	miscellaneous
255130	YORK & MAIN EQUITY GROUP INC	29,500.00	sewer repair
255131	YORK STREET TIRES INC	24.00	fleet miscellaneous
255132	JONAS FITNESS, INC	822.64	swim&fit monthly pos service
255133	CUSTOM ELITE PROPERTY MGMT	12.26	utility refund
255134	E&C HOMES, LLC	61.71	utility refund
255135	HUGHES, ERIC	12.85	utility refund
255136	MUSGRAVE, SANDRA D	10.50	utility refund
255137	B&H PROPERTIES & LAND, LLC	166.68	utility refund
255138	LUNDY, JEFFREY ALAN	43.45	utility refund

255139	MUSKOK AOS PARTNERS LLC	401,858.41	Academy Sports incentive
255140	ACCURATE LABS & TRAINING CENTE	1,660.00	water testing/lab
255141	ACTION GROUP STAFFING	8,741.44	temp employees
255142	AMERICAN RED CROSS-TRAINING SE	423.00	miscellaneous
255143	APAC CENTRAL INC	3,326.37	road materials contractor
255144	ASSOCIATED SUPPLY CO INC	1,144.00	miscellaneous
255145	AUSTIN ELLER	214.50	travel/education
255146	MARI BARNETTE	25.00	swim&fit instructor
255147	BEN E. KEITH	361.20	concessions
255148	DIAMOND MAPS	720.00	miscellaneous
255149	BEST VERSION MEDIA LLC	353.60	Civic Center advertising
255150	BRENNTAG SOUTHWEST INC	15,096.00	chemical contractor
255151	CHARBONNEAU, BILLY JO	100.00	swim&fit instructor
255152	CINCINNATI RADIATOR SERVICE IN	165.00	fleet miscellaneous
255153	CINTAS CORPORATION #2	2,142.66	uniforms/janitorial
255154	CONNECT DME, LLC	1,617.00	medical equipment
255155	COOK CONSULTING LLC	49,845.00	Miller St. widening 6th to Fairmont
255156	COWAN GROUP ENGINEERING LLC	4,561.00	Water plant/engineering
255157	CUMMINS SOUTHERN PLAINS LTD	345.87	miscellaneous
255158	D & F SERVICES LLC	9,600.00	water plant parts/valves
255159	DAVID'S DISCOUNT TIRES INC	815.50	fleet miscellaneous
255160	DEBRA DELZEIT	150.00	swim&fit instructor
255161	EXPRESS EMPLOYMENT PROFESSIONA	4,550.33	temp employees
255162	FASTENAL COMPANY	53.46	parts/supplies/janitorial
255163	FIVE STAR OFFICE SUPPLY	213.15	office supplies
255164	FLEETPRIDE INC	543.96	fleet miscellaneous
255165	CADENCE PETROLEUM GROUP	22,124.03	fuel
255166	GH2 ARCHITECTS, LLC	720.00	miscellaneous
255167	KARLA D GIBSON	100.00	swim&fit instructor
255168	GLOVER & ASSOCIATES INC	1,206.90	asphalt contractor
255169	GORDON'S HEATING-AIR CONDITION	1,015.00	HVAC maintenance contractor
255170	GRAINGER	743.89	parts/supplies/janitorial
255171	GREAT PLAINS CONSULTING	6,835.00	inspections
255172	GREEN COUNTRY BEHAVIORAL HEALT	220.32	clinical sessions
255173	GREEN COUNTRY TESTING	1,950.00	storm water testing
255174	GUARD TRONIC INC	686.73	security services
255175	HARRISON TIRE & SUPPLY	230.00	fleet miscellaneous
255176	USA BLUEBOOK	441.98	Public works lab equipment
255177	HOGLE COMPANY	33.90	miscellaneous
255178	HOMELAND STORES INC	103.44	miscellaneous
255179	HOOD & ASSOCIATES, CPAS, PC	25,472.60	FY24 audit services
255180	HULL, JEFFREY S	200.00	fleet brake repairs
255181	IDEXX DISTRIBUTION, INC.	1,064.71	Public works sealer care
255182	INCOR	2,250.00	recycle center support
255183	INDIAN CAPITAL TECHNOLOGY CENT	200.00	employee CDL classes
255184	JARED CAPTIAL, LLC	3,200.00	solar lease
255185	REVERSING RADIO, LLC	13,440.00	90sThrowback promotor
255186	KONE CRANES INC	1,550.00	pollution control inspection
255188	LAFERRY'S PROPANE CO	30.00	miscellaneous
255189	KAREN LAUDERDALE	100.00	swim&fit instructor
255190	LAZY J PROPERTIES, ANGELA JACK	100.00	swim&fit instructor

255191	LEDBETTER, NICHOLAS O'DELL DBA	1,600.00	reindeer display station
255192	THE LIFEGUARD STORE	69.06	miscellaneous
255193	LOCKE SUPPLY CO	721.20	miscellaneous supplies/parts
255194	LOVE BOTTLING CO - #208400	523.96	concessions
255195	LOVE BOTTLING CO - #208410	48.24	miscellaneous/concessions
255196	LOWES	3,118.13	miscellaneous supplies/parts
255197	MAIN STREET MUSKOGEE, INC	30.00	miscellaneous
255198	MARIO'S QUALITY OVERHEAD DOORS	225.00	door repairs
255200	MARVIN'S MOWERS AND OUTDOOR LL	57.00	miscellaneous parts
255201	MEDIC BATTERIES	393.94	miscellaneous
255202	MMSGS	741.36	Fire miscellaneous
255203	MORGAN SERVICES COMPANY LLC	35.00	tow services
255204	MOTOROLA SOLUTIONS INC	15,638.90	Police radio batteries
255205	MULLENS AUTOMOTIVE GROUP LLC	123.66	fleet parts/repair
255206	KELLY MURRY	120.00	airport janitorial services
255207	MUSKOGEE CITY-COUNTY PORT AUTH	226.80	security
255208	MUSKOGEE COUNTY CLERK	18.00	filing fees
255209	MUSKOGEE DAILY PHOENIX	534.60	ad/subscriptions
255210	MUSKOGEE LOCK & KEY	27.50	miscellaneous
255211	MUSKOGEE REDI-MIX LLC	5,172.50	concrete contractor
255213	OKLAHOMA NATURAL GAS	1,925.95	city utility
255214	OLIN HICKS	27.04	employee miscellaneous
255215	OLSSON ASSOCIATES	13,986.50	Medical district EDA project
255216	ONE SOURCE WATER LLC	165.01	miscellaneous
255217	OREILLY AUTO PARTS	2,620.21	fleet parts
255218	OTA/PIKE PASS	8.24	tolls
255219	PATE INDUSTRIAL SUPPLY INC	1,032.64	miscellaneous
255220	PETE'S MACHINE SHOP & ENGINE P	280.00	fleet miscellaneous
255221	PORTCITY BODYSHOP INC DBA SAFE	250.00	fleet miscellaneous
255222	PREMIER TRUCK GROUP	573.02	fleet miscellaneous/parts
255224	REHRIG PACIFIC COMPANY	1,345.00	public works miscellaneous
255225	RELENTLESS SPORTS	900.00	miscellaneous
255226	RICK EWING	63.00	travel/education
255227	RIVERVIEW SOD RANCH	480.00	miscellaneous
255228	HENDERSON COFFEE	393.51	miscellaneous
255229	SADLER PAPER COMPANY	1,017.57	janitorial supplies/paper goods
255230	JAMES SOUTHCOTT A	100.00	Depot Green train conductor
255231	STAUB INVESTMENTS INC. DBA GAL	16.00	miscellaneous
255232	SUPERIOR LINEN SERVICE INC	161.20	towels service
255233	TECHNICAL PROGRAMMING SERVICES	173.47	bill notices
255234	TENDER TOUCH AUTO WASH INC	634.00	fleet miscellaneous
255235	TERRACON CONSULTANTS, INC	3,034.24	intensive level survey-Central Business District
255236	TIGER NATURAL GAS INC	11,527.43	city utility
255237	TULSA TURN OUT GEAR REPAIR	185.00	miscellaneous
255238	TWIN CITIES READY MIX INC	875.00	concrete
255239	UTILITY TECHNOLOGY SERVICES IN	15,165.90	meter software/supplies
255240	WATER TECH, INC.	22,050.00	chemical contractor
255241	CINDY WAYMAN	325.00	swim&fit instructor
255242	LAURA WICKIZER	150.00	swim&fit instructor
255243	RANDI WILLIAMS	25.00	swim&fit instructor
255245	CLARK, ANN	34.14	utility refund

255246	MUSKOGEE APARTMENTS 4 LLC	38.36	utility refund
255247	JACKSON, DOUGLAS DEAN	7.08	utility refund
255248	PRIVATE LABEL REAL ESTATE	90.00	utility refund
255249	TK GROUP, LLC	330.24	utility refund
255250	THE ZERO CARD, INC.	12,716.87	insurance
255251	ABIGAIL WRIGHT	19.00	travel/education
255252	ACCURATE LABS & TRAINING CENTE	760.00	water testing/lab
255253	ACTION GROUP STAFFING	3,726.19	temp employees
255254	APAC CENTRAL INC	31,106.22	road materials contractor
255255	ATLAS MATERIAL HANDLING LLC	789.16	fleet supplies/repair services
255256	BANCFIRST	248,661.78	January sales tax/advalorem
255257	BANK OF OKLAHOMA-WEALTH MANAGE	2,937.50	bond fees
255258	BG PRODUCTS INC	1,820.70	miscellaneous supplies/parts
255259	BRITE COMPUTERS	249.00	IT miscellaneous
255260	CATOOSA SMALL ANIMAL HOSPITAL	249.00	Police K9 surgery
255261	CDW GOVERNMENT INC	84.14	miscellaneous
255262	CINTAS CORPORATION #2	1,643.09	uniforms/janitorial
255263	CONNECT DME, LLC	4,804.53	medical equipment
255264	CONTRACTOR SOLUTIONS	98,468.00	public works jet vac
255265	COOK CONSTRUCTION & CRANE INC	400.00	miscellaneous
255266	A & M CUSTOMS	75.00	miscellaneous
255267	DAVID'S DISCOUNT TIRES INC	504.66	fleet miscellaneous
255268	DELL MARKETING LP	1,367.06	IT miscellaneous
255269	EXPRESS EMPLOYMENT PROFESSIONA	5,488.41	temp employees
255270	FASTENAL COMPANY	2,669.62	parts/supplies/janitorial
255271	FIVE STAR DEMOLITION	7,776.00	demo contractor
255272	FLEETPRIDE INC	1,455.62	fleet miscellaneous
255273	CADENCE PETROLEUM GROUP	36,400.63	fuel
255274	GRAINGER	791.74	parts/supplies/janitorial
255275	GREEN COUNTRY BEHAVIORAL HEALT	375.00	clinical sessions
255276	GREEN COUNTRY TESTING	405.00	storm water testing
255277	HARRISON TIRE & SUPPLY	300.00	fleet miscellaneous
255278	USA BLUEBOOK	110.84	Public works lab equipment
255279	HECTOR JARAMILLO ROMERO	677.00	demo bond refund
255280	HIGHLINE AFTERMARKET	2,031.73	fleet parts
255281	HOLT TRUCK CENTERS OF OKLAHOMA	749.75	fleet miscellaneous
255282	IDEXX DISTRIBUTION, INC.	4,144.07	Public works sealer care
255283	JAIDYN BRANSCUM	150.00	civitan rent refund
255284	JEREMY ROSS MC PLLC	2,710.00	Fire medical director/drug&alcohol screens
255285	KELLY BOLDING	16.00	employee miscellaneous
255286	LAFERRY'S PROPANE CO	68.00	miscellaneous
255287	LOCKE SUPPLY CO	25.82	miscellaneous supplies/parts
255288	LOWES	424.41	miscellaneous supplies/parts
255289	MARVIN'S MOWERS AND OUTDOOR LL	8.74	miscellaneous parts
255290	MES I ACQUISITION INC	1,360.64	miscellaneous
255291	MORGAN SERVICES COMPANY LLC	110.00	tow services
255292	MOTION INDUSTRIES INC	11.54	miscellaneous
255293	KELLY MURRY	255.00	airport janitorial services
255294	MUSKOGEE CITY COUNTY 911 TRUST	30,805.75	January dispatch fees
255295	MUSKOGEE DAILY PHOENIX	181.60	ad/subscriptions
255296	MUSKOGEE LOCK & KEY	240.95	miscellaneous

255297	MUSKOGEE REDI-MIX LLC	430.00	concrete contractor
255298	MUSKOGEE REGIONAL JR LIVESTOCK	900.00	2026JR Livestock Show
255299	MUSKOGEE YOUTH SERVICES	2,462.72	juvenile program
255300	NAFECO INC	9,504.00	Fire bunker gear
255301	NEIGHBORS BUILDING NEIGHBORHOO	34,300.00	FY26 contract
255302	NUESYNERGY, INC.	402.75	insurance
255303	OFFICE CONNECTIONS LLC	281.98	office supplies
255304	OFFICE DEPOT	68.76	office supplies
255305	OG&E - ACCT #35947999-5	162,582.81	city utility
255306	OKLAHOMA NATURAL GAS	3,008.06	city utility
255307	OPTIMUM BUSINESS	26.00	communications
255308	OREILLY AUTO PARTS	1,511.52	fleet parts
255309	PATE INDUSTRIAL SUPPLY INC	365.13	miscellaneous
255310	PIED PIPER SERVICES	75.00	miscellaneous service
255311	RENE SANDORAL	505.25	meter refund
255312	ROSERUSH SERVICES LLC	1,650.00	miscellaneous
255313	ALLIED ELECTRONICS	137.43	miscellaneous
255314	RUSH TRUCK CENTERS OF OKLAHOMA	3,213.50	fleet miscellaneous
255315	SADLER PAPER COMPANY	480.30	janitorial supplies/paper goods
255316	SAMANTHA HENDERSON	19.00	travel/education
255317	SCOTT-MERRIMAN INC	540.00	miscellaneous
255318	SPECIAL OPS UNIFORMS	842.51	Police uniforms
255319	SPORTSMITH	24.18	miscellaneous
255320	STEIDLEY & NEAL, PLLC	125.00	miscellaneous
255321	TECHNICAL PROGRAMMING SERVICES	7,942.16	bill notices
255322	TERA SHOWS	313.95	travel/education
255323	TIGER NATURAL GAS INC	2,797.42	city utility
255324	TWIN CITIES READY MIX INC	613.00	concrete
255325	ULINE INC	714.93	miscellaneous
255326	UNIFIRST FIRST AID CORP	33.45	fleet medicine cabinet
255327	WASTE MANAGEMENT OF OKLAHOMA I	22,010.56	landfill
255328	WELDON PARTS - MUSKOGEE	14.28	miscellaneous
255329	WHEELER METALS	946.06	miscellaneous
255330	PARKER WILKERSON	450.00	municipal public defender
255331	XEROX CORPORATION	3,840.00	IT-copier lease
255332	YORK STREET TIRES INC	3,577.02	fleet miscellaneous
255333	AC-OWEN CONSTRUCTION, LLC	320,801.49	OMHF remodel
255334	MUSKOK AOS PARTNERS LLC	65,445.44	Academy Sports incentive

MUSKOGEE TOURISM CLAIMS

CHECK NO.	VENDOR	AMOUNT	DESCRIPTION
255019	APPLIED MEDIA CONCEPTS INC	1,165.00	event audio set up
255047	GREEN COUNTRY TOURISM	8,058.00	brochure distribution OKC Home&Garden show26/McAllen Winter Show 26, Ad OKToday Jan/Feb26, Zartico Dec25-Nov26, Ad OKToday Nov/Dec25
255065	LOVE BOTTLING CO - #208400	122.00	event concessions
255090	OKLAHOMA MUSIC HALL OF FAME	15,000.00	OKMusicHallofFame Support JAN26/FEB26/MAR26
255102	PREMIER USA INC.	281.12	event temp employees
255187	KTFX FM RADIO STATION	250.00	radio ad
255199	MARTIN LUTHER KING TRUST AUTHO	1,500.00	MLK day event
255212	MUSKOGEE REGIONAL JR LIVESTOCK	10,000.00	2026Spring ShowMCLBC Sponsorship/2026Show Diamond Sponsorship
255223	PREMIER USA INC.	249.89	event temp employees
255244	MUSKOGEE SKYKINGS	15,000.00	Tourism Grant

Finance Committee **3.**

Meeting Date: 02/09/2026

Submitted For: Tammy Tracy, City Clerk **Initiator:** Tammy Tracy, City Clerk

Department: City Clerk

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of Ordinance No. 4292-A, amending the City of Muskogee Code of Ordinances, Chapter 82, Utilities, Article II, Charges and Procedures, Division 3, Water Service Charges, by amending Section 82-71, Rates Generally, Subsection (a), by Providing for Repealer, Severability, and setting an Effective Date, or take other necessary action. (Tammy L. Tracy)

BACKGROUND:

The City of Muskogee currently offers reduced rates for water, sewer, and sanitation services for qualifying Elderly (65 and older) and Fully (100%) Disabled persons living inside the City Limits. Eligibility is based upon age and income guidelines and is submitted through an application process reviewed by the Revenue Division. The application must be submitted on a yearly basis to remain eligible for the program.

Reduced Rates currently provide the following reduction service charges:

Service Provided	Rate	Reduced Rate
Water (base charge)	$18.68	$4.95
Sewer	$35.45	$7.44
Sanitation	$22.18	$7.77
Stormwater	$3.17	$0.00

Penalties and late fees are also waived for the Reduced Rates Program.

Poverty Thresholds as determined by the U.S. Department of Health and Human Services (February 4, 2026) indicate the following amounts:

1-Person Family	$15,960.00/yearly	$1,330.00/monthly
2-Person Family	$21,640.00/yearly	$1,803.33/monthly
3-Person Family	$27,320.00/yearly	$2,276.66/monthly
4-Person Family	$33,000.00/yearly	$2,750.00/monthly

In August 2022, City Council reviewed income guidelines in use and increased a Single Person Household from $1,000.00/month to $1,200.00/month and a Two-Person (couple) Household from $1,200.00/month to $1,600.00/month. Those thresholds have remained in effect with no modifications.

Based upon this information, Staff is recommending City Council approve an increase for the income guidelines for a Single-Person Household from $1,200.00 to $1,300.00/month and a Two-Person (couple) Household from 1,600.00 to $1,800.00/month.

RECOMMENDED ACTION:

Approve Ordinance No. 4292-A.

Fiscal Impact

Attachments

Ord No. 4292-A

ORDINANCE NO. 4292-A

AN ORDINANCE AMENDING THE CITY OF MUSKOGEE CODE OF ORDINANCES CHAPTER 82, UTILITIES, ARTICLE II, CHARGES AND PROCEDURES, DIVISION 3, WATER SERVICE CHARGES BY AMENDING SECTION 82-71, RATES GENERALLY; SUBSECTION A REDUCED RATES; BY PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, AS FOLLOWS:

Section 1. The City of Muskogee Code of Ordinances, Chapter 82, Utilities, Article II, Charges and Procedures, Division 3, Water Service Charges, Section 82- 71, Rates Generally, Subsection a, is hereby amended to read as follows:

Sec. 82-71. Rates generally.

(a) All water furnished by the City shall be billed at the rates according to the schedule of fees set out in Appendix A of this code. For a qualifying elderly or disabled person proof of age, disability and income shall be furnished to the City showing that the person is at least 65 years of age with an income of less than $1,300.00 for a Single Person Household and $1,800.00 for a Two-Person (couple) Household. To qualify as a disabled person with a minimum income as set out above, the individual must be 100% disabled as determined by a federal or state governmental agency. Application shall be made once a year to show continuing disability. The service address must be within the City Limits.

(b) The City Council shall set a uniform rate for customers outside the city limits of the City of Muskogee in the schedule of fees set out in Appendix A of this code. All sales to customers outside the City Limits shall be by written contract. Nothing herein contained shall impose any duty or obligation upon the City to sell or furnish water to any person beyond the City Corporate Limits except as the City may expressly undertake by the terms of the written contract.

Section 2. REPEALER. All other ordinances or parts of ordinances in direct conflict herewith are repealed to the extent of the conflict only.

Section 3. SEVERABILITY. Should any part section, subsection, sentence, provision, clause or phrase hereof be held invalid, void, or unconstitutional for any reason, such holding shall not render invalid, void, or unconstitutional any other section, subsection, sentence, provision, clause, or phrase of this ordinance, and the same are deemed severable for this purpose.

Section 5. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after its publication as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, THIS **23rd DAY OF FEBRUARY, 2026**.

CITY OF MUSKOGEE

_____
W. PATRICK CALE, MAYOR

ATTEST:

_____
TAMMY L. TRACY, CITY CLERK

(seal)

Approved as to form and legality this _____ day of _____, 2026.

_____
KATRINA BODENHAMER, CITY ATTORNEY

Finance Committee **4.**

Meeting Date:	02/09/2026
Submitted For:	Tyler Evans, Emergency Management/Airport
Initiator:	Tyler Evans, Director of Emergency Management and Community Operations
Department:	Emergency Management/Airport
Staff Information Source:	

Information

AGENDA ITEM TITLE:

Consider approval to authorize the City Manager to negotiate and execute Master Agreement Work Order #2 between Olsson, Inc., and the City of Muskogee for professional engineering services in the amount of $171,800.00, to include designing, bidding, construction, and close-out phases for the Muskogee-Davis Regional Airport project to construct 2-Bay or 3-Bay Box Hangars with approaches, or take other necessary action. (Tyler Evans)

BACKGROUND:

Master Agreement Work Order #2 provides professional engineering, design, bidding, construction, and close-out phases for the Muskogee-Davis Regional Airport project to construct 2-Bay or 3-Bay Box Hangars with approaches. This project is part of the approved 5-year CIP for the Muskogee-Davis Regional Airport. Engineering and Construction are both planned for 2026. The total cost for Master Agreement Work Order #2 will not exceed $171,800.00. An (IFE) Independent Fee Estimate will be conducted to ensure engineering fees are in-line with industry standards.

This project is being funded at a 95%/5% FAA/Local split with the City's share not exceeding $8,590.00. **The City will pay all costs upfront and be reimbursed 95% by FAA.**

Master Agreement Work Order #2 was approved by the Muskogee Airport Board at a regular session meeting on January 21st, 2026.

RECOMMENDED ACTION:

Authorize the City Manager to negotiate and execute the Master Agreement Work Order #2

Fiscal Impact

FUNDING SOURCE:

The total cost for Master Agreement Work Order #2 will not exceed $171,800. An Indepent Fee Estimate will be conducted to ensure engineering fees are in-line with industry standards.

This project is being funded at a 95% / 5% FAA/Local split with the City's share not exceeding $8,590.

Attachments

MASTER AGREEMENT WORK ORDER #2

This exhibit dated January 16, 2026 is hereby attached to and made a part of the Master Agreement for Professional Services dated June 16, 2025 between the City of Muskogee, Oklahoma ("Client" or "Sponsor") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Muskogee-Davis Regional Airport (MKO)

Project Description: Construct 2-Bay or 3-Bay Box Hangar with Approaches

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

SEE ATTACHED EXHIBIT A – SCOPE OF SERVICES

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: February 2026
Anticipated Completion Date: July 2026

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

For Phase 500, Client shall pay to Olsson for the performance of the Scope of Services a lump sum of One Hundred Fifty-Eight Thousand Three Hundred dollars ($ 158,300.00) shown on Exhibit A3. Olsson's reimbursable expenses for this phase are included in the lump sum. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

For Phase 600, Client shall pay to Olsson for the performance of the Scope of Services a lump sum of Thirteen Thousand Five Hundred dollars ($ 13,500.00) shown on Exhibit A5. Olsson's reimbursable expenses for this phase are included in the lump sum. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

APPROVALS

It is understood and agreed that this Agreement and any amendments are subject to approval by ODAA and FAA before any state or federal funds are obligated.

FEDERAL AND OLSSON'S GENERAL PROVISIONS

The Sponsor and Olsson acknowledge that they have reviewed the Federal Contract Provisions Attachment, Olsson's General Provisions and any Exhibits attached hereto, which are expressly made a part of and incorporated into this Agreement by this reference. In the event of a conflict or inconsistency between this Agreement and the General Provisions regarding the services to be performed by Olsson, the requirements of the General Provisions shall take precedence.

The Federal Contract Provisions attached to the original Master Service Agreement are to be replaced with the 2026 Federal Contract Provisions attached to this Work Order #2.

EQUAL OPPORTUNITY EMPLOYER

Olsson and Sub-Consultant shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Tyler Evans.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, via email: bcoomes@olsson.com. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By _____
Brian Coomes, PE
Lead Engineer

By _____
Diane Hofer, PE
Technical Expert

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

CITY OF MUSKOGEE, OKLAHOMA

By _____
Signature

Print Name _____

Title _____ Dated: _____

Attachments
Exhibit A – Scope of Services
Exhibit A1 – Concept Exhibit
Exhibit A2 – Architectural Subconsultant Scope of Services
Exhibit A3 – Design Phase Fee Summary
Exhibit A4 – Summary of Geotechnical Services
Exhibit A5 – Bidding Phase Fee Summary
Federal Contract Provisions – Updated December 29, 2025
Letter of Olsson Overhead Expense Factor

EXHIBIT A - SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Work Order #2 for Professional Services dated January 16, 2026 between the City of Muskogee, Oklahoma ("Client" or "Sponsor") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Work Order is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Muskogee-Davis Regional Airport (MKO)

Project Description: Construct 2-Bay or 3-Bay Box Hangar with Approaches

Hangar Buildings will be constructed in the location shown on attached Exhibit A1 with the following characteristics:

- Base Bid will consist of North 2 Bays
- Alternate Bid will consist of a 3rd Bay w/ Firewall on the south end wall
- Bay Size will be 65' Wide x 60' Deep
  - Bi-Fold Hangar Doors 60' Wide x 18' Tall (Clear)
- Total Hangar Size is below 12,000 SF
  - Fire suppression is not anticipated / not included. Fire suppression design is excluded.
- Each Bay will include a floor drain that connects to the Public Sanitary Sewer with grit capture / oil-water separation as required by the City of Muskogee
- Sanitary Sewer Cleanout will be provided in each bay and connected to the sewer system to allow for future tenant build-out
- Sleeves will be provided through the foundation / floor slab to allow for future water service by tenant, if desired
- Power service will be provided to the building with separate meters for each bay
  - Electrical system shall consist of LED interior / exterior lighting, basic 120V power, and power as required for the bi-fold door and any mechanical equipment
- Radiant gas tube heaters (natural gas) will be provided in each bay
  - It is understood that natural gas service is available in the vicinity of the building. Service will be provided to the building with separate meters for each bay
- One continuous concrete approach is planned for all bays
- Concrete sidewalk / mow strip will be constructed around the perimeter of the hangar to facilitate maintenance and code-required egress from each bay
- Modifications to the taxilane are not needed / not included
- Drainage improvements are anticipated to be minor and consist of culverts and minor inlets
  - Stormwater detention is not included

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

GENERAL

The Sponsor agrees to engage Olsson to provide the services described in Phases 500 & 600 (Olsson's "Scope of Services") for the Project.

Brian Coomes, PE will represent Olsson as Project Manager in the performance of this Agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval. The Project Manager shall be responsible for coordinating all activities necessary to complete the Project.

Olsson will provide equipment and personnel necessary to complete the Scope of Services, except as otherwise provided. Olsson shall be responsible for the quality, accuracy and coordination of the design, drawings, reports, surveys, and other items furnished by Olsson as part of this Work Order.

Olsson agrees to provide its Scope of Services in a timely, competent, and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope. This Agreement creates no other representation, warranty, or guarantee, express or implied.

PHASE 500: DESIGN PHASE

a. Project management and coordination. Coordinate with the Sponsor, ODAA and FAA to provide information on developments and decisions that are made concerning the project. Assist with preliminary project formulation and refinement of project scope. Prepare scope of services, including a detailed breakdown of tasks and costs.

b. Conduct a project kickoff meeting with the Sponsor, ODAA and FAA. Olsson shall prepare a summary of the meeting that highlights critical project issues.

c. Finalize design criteria in accordance with FAA Advisory Circulars and City of Muskogee Building Requirements. Project will match established Taxilane Object Free Area of existing adjacent hangars.

    (1) Conduct a pre-development meeting with the City of Muskogee to determine project and plan review requirements.

d. Conduct geotechnical investigation of existing soils. Olsson will conduct all lab tests and prepare a report of lab results and subsurface conditions. See Exhibit A1 for the design testing services.

e. Conduct field assessment of the existing site and pavement conditions ("Field Assessment"). One project manager and one assistant engineer shall conduct the on-site investigation. Take photographs of the project area and any typical distresses observed. Such Field Assessment is limited to visual observation of the site as it exists at the time of the observation. Field Assessment does not constitute exhaustive investigation and does

not constitute any warranty or guarantee of any type that the site is suitable for the Project. Olsson is not responsible for identifying any concealed or latent defects that may be present at the site. Sponsor shall furnish the best obtainable information of which it is aware or could reasonably be aware of, as to surface and subsurface conditions through the exercise of reasonable diligence.

f. Conduct topographic survey, including topography, pavement elevations and location, and other existing features as needed. All surveys will be tied to NAVD 88 control points. The survey will not be in accordance with FAA Advisory Circular 150/5300-18B.

g. Evaluate the existing electrical system, including one separate site visit by an electrical engineer. Prepare preliminary and final design of new electrical system.

h. Coordinate with Electric and Natural Gas service providers that have lines crossing the project site and determine their requirements for new service. Evaluate other City-owned and franchised utility lines / services throughout the site to determine impacts and requirements of development.

i. Pavement Design:
   (1) Compile aircraft traffic data
   (2) Perform pavement designs using FAA Advisory Circulars and/or pavement design software
   (3) Life Cycle Cost Analysis will not be performed

j. Architectural services will be provided by Subconsultant Ireland Architects. Services include preparation of Code / Life Safety Sheet, Dimension Plans, Elevations, Building / Wall / Firewall details, and technical specifications governing pre-engineering metal building requirements. Detailed scope of services for Ireland Architects can be found on attached Exhibit A2.

k. Complete final site plan, pavement elevations and geometrics of ramp to hangar door, pavement marking layout, building pad, site grading, site utilities, site drainage, and erosion control.

l. Complete hangar drawings and structural design of hangar footings and floor.

m. Complete electrical design, HVAC design and drawings for hangar, including new electric and natural gas services to the building.

n. Develop preliminary Construction Safety & Phasing Plan (CSPP).

o. Project is anticipated to qualify for an Undocumented CATEX per Appendix B Section B-2.4(f) of FAA Order 1050.1G. Additional environmental analysis / documentation is not required / not included.

p. Disturbed area is less than 1 acre, therefore a Storm Water Pollution Prevention Plan (SWPPP) and an Oklahoma Department of Environmental Quality (ODEQ) Notice of Intent (NOI) form for Authorization to Discharge Stormwater Runoff from Construction Activities is not required and not included.

q. Present the preliminary results and recommendations at a meeting at the Sponsor's location and via teleconference with the FAA and ODAA. Incorporate applicable comments into the final plans, specifications, and design report.

r. Assistance with FAA Office of Civil Rights requirements is minimal / not required

(1) Disadvantaged Business Enterprise (DBE) goals are 0.0% in accordance with the Interim Final Rule.
(2) Title IV Plan or Community Participation Plan is not included, because the FAA has delayed implementation. Additional work to prepare this plan will be considered "Additional Services".

s. Prepare detailed plans, specifications, contract documents, Construction Safety & Phasing Plan (CSPP) and engineer's design report. Olsson shall use FAA Advisory Circular (AC) 150/5370-10, *Standards for Specifying Construction of Airports* and deliverables shall generally consist of the following:
(1) Engineer's Design Report
(2) Plans and Specifications, including front-end contract documents
(3) Regional Approved Modifications to AC 150/5370-10
(4) Sponsor Modifications of FAA Standards
(5) Construction Safety & Phasing Plan (CSPP)

t. Prepare and submit electronically FAA Forms 7460-1 for Airspace Reviews of the Proposed Hangar Structure and of the Construction Safety & Phasing Plan (CSPP) staging/storage area boundaries, haul/access routes and construction limit boundaries for each phase. Submittals will include detailed exhibits.

u. Perform Quality Control review of the above documents by a senior airport engineer, prior to submittal to Sponsor, ODAA and FAA.

v. Submit plans, specifications, contract documents and engineer's design report for review within 120 days of the date that the Sponsor executed this Agreement. Provide copies as listed in the table below.

90 PERCENT SUBMITTAL			
	Contract Documents & Specifications	**Engineer's Design Report**	**Plans**
Sponsor	1 Printed Copy & Electronic	1 Printed Copy & Electronic	1 Half-Size Set & Electronic
ODAA	Electronic	Electronic	Electronic
FAA	Electronic	Electronic	Electronic

w. Prepare all Sponsor Certifications for Sponsor's signature.

x. Conduct a plan-in-hand review meeting on-site with the Sponsor.

y. Revise and submit plans, specifications, contract documents and engineer's design report within 14 days of receipt of comments from the Sponsor, ODAA and FAA. Provide a written response to each comment. Provide copies as listed in the table below.

FINAL SUBMITTAL				
	Contract Documents & Specifications	**Engineer's Design Report**	**Plans**	**Response to Comments**
Sponsor	1 Printed Copy & Electronic	1 Printed Copy & Electronic	1 Half-Size Set & Electronic	1 Printed Copy & Electronic
ODAA	Electronic	Electronic	Electronic	Electronic
FAA	Electronic	Electronic	Electronic	Electronic

Olsson will affix the seal of a registered Professional Engineer licensed to practice in the State of Oklahoma to the construction plans and specification/contract bound volume. The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of this Agreement are instruments of service and shall remain Olsson's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. Copies of disks containing all drawings will be furnished to the sponsor for their use. Olsson will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

PHASE 600: BIDDING PHASE

Upon receipt of the FAA's and Sponsor's authorization, Olsson will provide the following services to assist the Sponsor in advertising and securing bids.

a. Provide sufficient copies of the approved plans and specifications to the Sponsor, plan rooms and www.QuestCDN.com for advertising and bidding. Copies of the documents will be furnished to prospective bidders at a cost fixed by Olsson. Olsson shall perform in accordance with AIP requirements.

b. Mail and/or email Notices to potential bidders and plan rooms. Contact contractors as needed to promote general interest in the project. Maintain a plan holders list.

c. Conduct a pre-bid conference at the airport. Prepare minutes of the meeting and distribute to all attendees.

d. Answer questions raised during the bidding process.

e. Issue addenda as required.

f. Attend the bid opening at the Sponsor's location.

g. Tabulate and analyze bid results.

h. Review bidders' qualifications. Evaluate bidders' compliance with Buy American Certification and DBE participation requirements.

i. Furnish a written recommendation to the Sponsor regarding the award of the construction contract. The recommendation will include:

    1. Bid date
    2. Summarized bid table
    3. Evaluation of unit price extensions and total base bid, including an error check
    4. Addendums and acknowledgements
    5. Additional insured cost if any
    6. DBE utilization, DBE letter of intent, DBE goal, and good faith effort (GFE) (if any) review for compliance with Sponsor's DBE program requirements
    7. Buy American compliance
    8. Confirmation of bidder's signature on proposal form
    9. Bid guarantee
    10. Pre-qualification requirements
    11. Pre-bid meeting minutes
    12. Review of qualifications
    13. Debarment list verification
    14. Recommendation to award

j. Conduct one meeting to present bids to the Sponsor.

k. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval in accordance with AIP requirements.

l. Prepare AIP Project Application forms

m. After FAA's and Sponsor's approvals, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the contract documents with the specifications and provide one bound set each to Sponsor and Contractor. **Provide an electronic copy of the construction contract to the FAA, ODAA and Sponsor**.

This phase will be considered complete when the executed construction contracts have been approved by the Sponsor, ODAA and FAA. Readvertising, if necessary, will be negotiated under an amendment to this Agreement.

PHASE 610: CONSTRUCTION PHASE
NOT INCLUDED IN THIS CONTRACT. MAY BE ADDED LATER VIA AMENDMENT.

PHASE 620: CLOSE-OUT PHASE
NOT INCLUDED IN THIS CONTRACT. MAY BE ADDED LATER VIA AMENDMENT.

Adjustments to Fees and Charges. If additional services are requested by the Sponsor during the course of this Agreement, an amendment will be negotiated to cover the added scope, fees, and charges. If circumstances beyond the control of Olsson require more than 18 months from the date that Olsson executed the Agreement to complete the work specified herein, an amendment to this Agreement will be negotiated to cover the increase in Olsson's standard rates for services yet to be provided. All amendments are subject to the same approvals as this Agreement.

CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS. Olsson certifies that:

1. The plans and specifications will be developed in accordance with all applicable Federal standards and requirements and there will be no deviation from or modification to standards set forth in the advisory circulars without prior FAA approval;

2. The specifications for equipment will not be proprietary or written so as to restrict competition;

3. The development included in the plans is depicted on an airport layout plan approved by FAA;

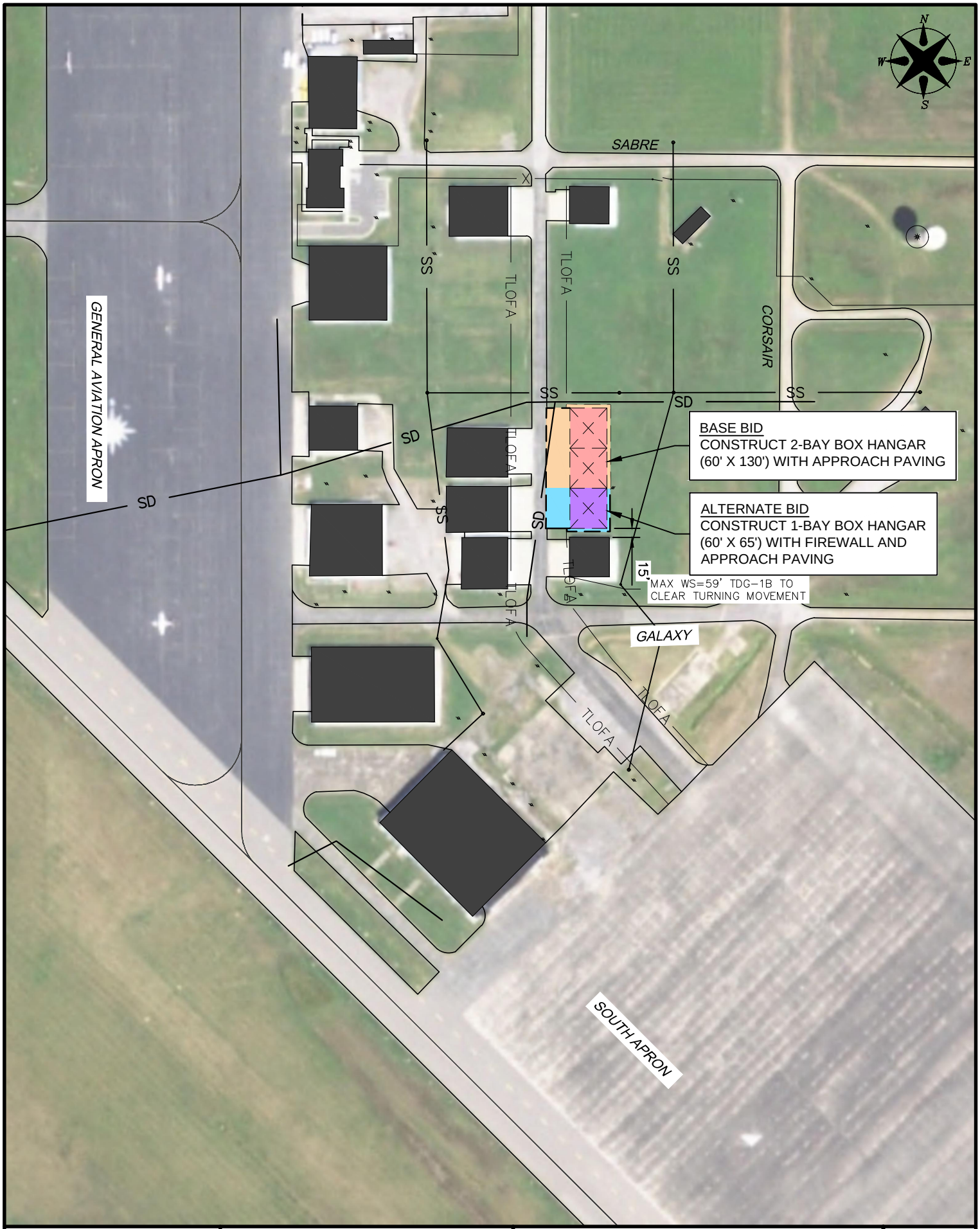
4. Development which is ineligible for AIP funding will be omitted from the plans and specifications or will be depicted in a separate section;

5. Process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications;

6. A value engineering clause will not be incorporated into the contract without FAA concurrence;

7. The plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally approved environmental finding;

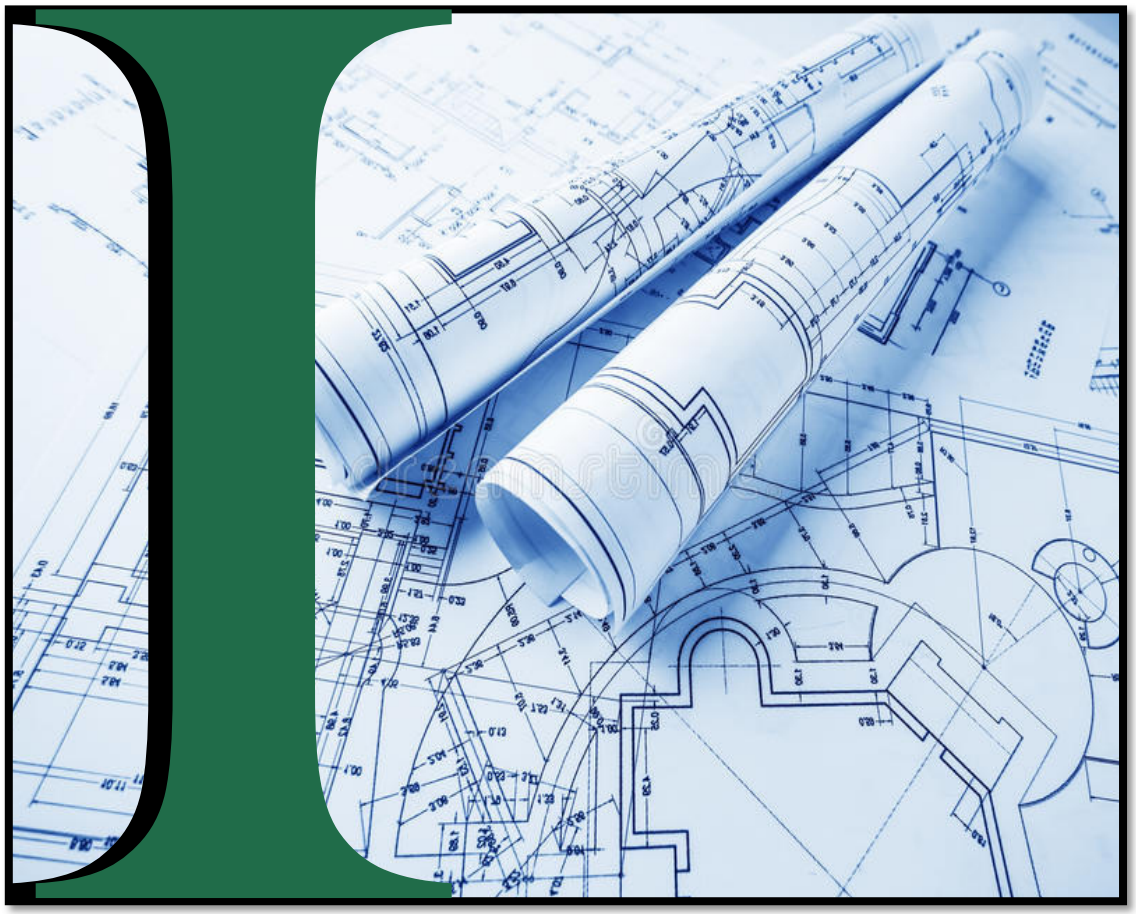
8. For construction activities within or near aircraft operational areas, the requirements contained in the latest (as of bid date) Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications and a safety or phasing plan will be prepared with FAA's concurrence.



PROJECT NO: -	PROPOSED PROJECT MUSKOGEE-DAVIS REGIONAL AIRPORT	olsson	EXHIBIT
DRAWN BY: TLN		1027 South Main Street Suite 503 Joplin, Missouri 64801 olsson.com TEL 417.781.0643	A1
DATE: 1/2026			

IRELAND
ARCHITECTS

Making Architecture Personal



PROFESSIONAL ARCHTIECTURAL DESIGN FEE PROPOSAL

Olsson Engineering for Muskogee, OK Hangar

Sabre, Muskogee, OK 74403

January 11, 2026

Professional Design Fee Proposal

Ireland Architects. Inc.
Project #26-101
Olsson Engineering

Muskogee, OK Hangar
Sabre, Muskogee, OK 74403
January 11, 2026

Proposal Includes:

Ireland Architects proposes to provide Professional Design Services for a two bay airplane hangar for storage only, with an alternate for a third airplane bay under 12,000 s.f. total—including the third bay.

- Ireland Architects has not have included Structural engineering, Mechanical / Electrical / Plumbing Engineering or Civil Engineering/geo-technical as Olsson Engineering will be responsible for those sealed drawings/ design. We will coordinate and work with Olsson Engineering's engineers.
- Site location is as per Olsson Engineer's guidance in this proposal.
- Interior Design Services are not included to the colors will be selected by the Owner.
- I have listed a proposal price for 30% drawing completion and 90% drawing completion. I understand Construction Administration will be under a separate contract so it has NOT been included in this proposal.
- Hangars will be pre-manufactured metal buildings.
- There are no interior spaces in any of the bays.
- Olsson Engineering will be sharing information on the large exterior door we are to use.
- Olsson engineers will be designing each bay with propane radiant tube heaters, floor drains and anything else required by Code / NFPA.
- 90% drawing completion phase will include finalized, UNsealed architectural drawings and finalized material specifications sections. Olsson is preparing the front end documents.
- During the Bidding phase which is part of the 90% drawing phase, Ireland Architects will only be responsible for time to attend a virtual pre-bid meeting and answer questions that are forwarded from Olsson Engineering and potentially issue an addenda.
- We will be working for Olsson Engineering so they will provide the Owner generated information.
- I have included NO on-site meetings. All other meetings necessary will take place virtually.
- I have included a preliminary review meeting with the City to discuss how they handle the permitting process, to receive feedback from the preliminary design / layout, confirm the Codes enforced in their area and to establish rapport before the project begins.
- We will be using 30"x42" paper to accommodate the length of the building.
- I understand this project must meet Buy American requirements.
- Proposed architectural sheets that will be generated:
  - ◊ A000 Code / Life Safety Sheet
  - ◊ A100 Dimension, Wall Type Floor Plan; Door schedule
  - ◊ A150 Exterior Elevations
  - ◊ A160 2 Building Sections & Head/Jamb/Sill details
  - ◊ A180 Enlarged rated wall details; small scaled roof plan
  - ◊ Several A700 series sheets for material specifications and UL details
- For 30% drawings A000, A100, A150 and A160 will all be partially completed.
- For 90% drawing completion all sheets will be completed along with the specification sections that pertain to the architectural portion of the project only.

IRELAND ARCHITECTS

Professional Design Fee Proposal

Ireland Architects. Inc.
Project #26-101
Olsson Engineering

Muskogee, OK Hangar
Sabre, Muskogee, OK 74403
January 11, 2026



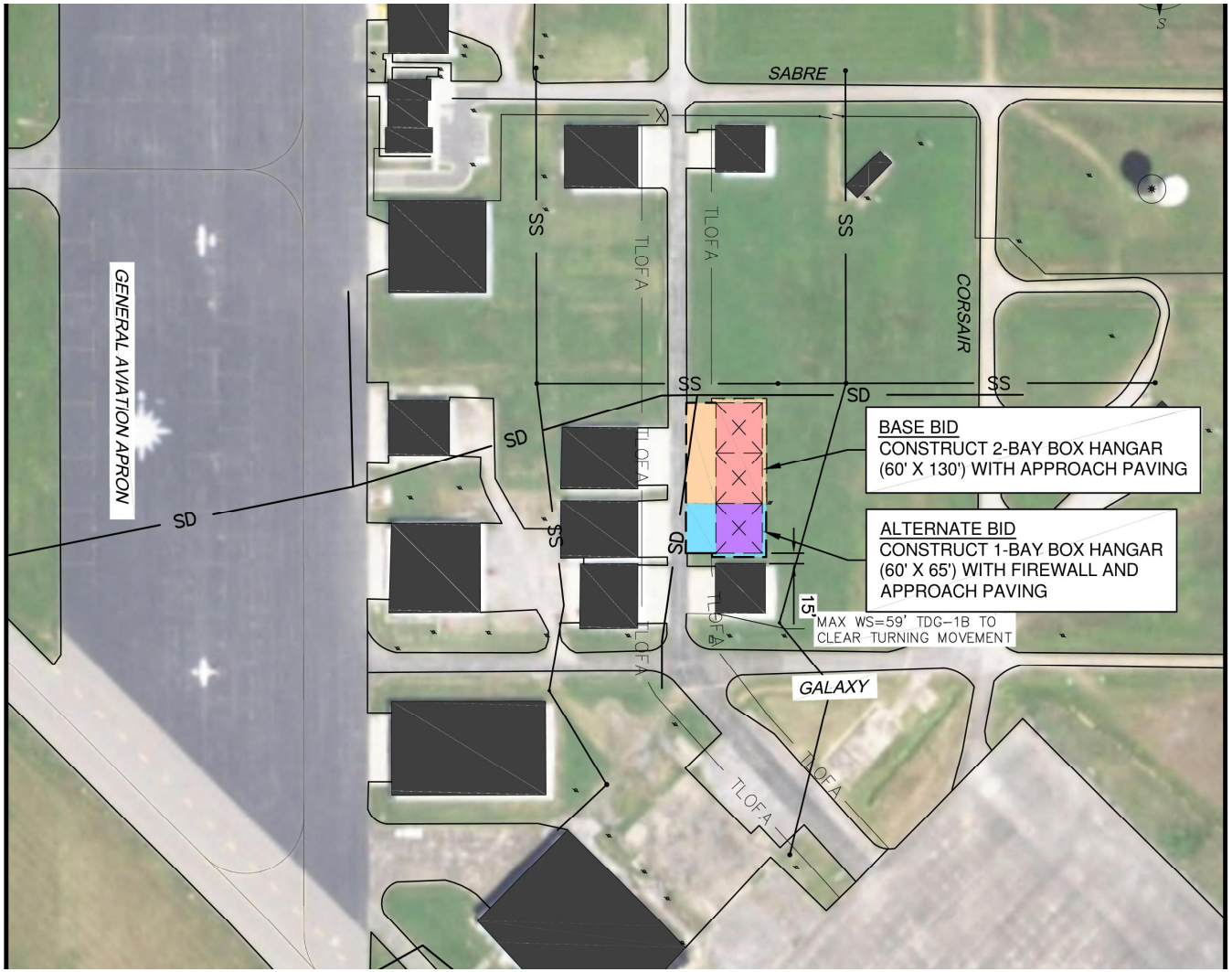
Proposed Site location

IRELAND ARCHITECTS

Professional Design Fee Proposal

Ireland Architects. Inc.
Project #26-101
Olsson Engineering

Muskogee, OK Hangar
Sabre, Muskogee, OK 74403
January 11, 2026



Proposed Site location

IRELAND ARCHITECTS

Proposal

Items NOT included in Proposal:

1. Reimbursables: such as, City permits, City fees, blueprint copies, mailings
2. Restart Fee after a month of project being dormant.
3. Exterior Signage
4. Changes that are made after the 30% completed drawing review / feedback.
5. Interior Signage except signage required by Code, such as bathroom signs, tactile exit signs

30% Design Fee Proposal: __**$7,500.00**__

90% Design Fee Proposal: __**$14,785.00**__

Making a total of $22,285.00 for Construction Documents and Bidding Phases

January 11, 2026

IRELAND ARCHITECTS

EXHIBIT A3
DESIGN PHASE
Muskogee-Davis Regional Airport (MKO) 3-40-0062-021-2026

1. Direct Salary Costs

Title	Total Hours	Direct Salary Rate/Hour	Total Costs ($)
Principal / Team Leader	5.0	$92.30	$461.50
Senior Engineer	86.0	$76.50	$6,579.00
Project Engineer	146.0	$65.10	$9,504.60
Design Manager	8.0	$55.30	$442.40
Associate Engineer	108.0	$45.40	$4,903.20
Assistant Engineer	136.0	$41.00	$5,576.00
Registered Surveyor	8.0	$71.50	$572.00
Senior Technician	174.0	$36.50	$6,351.00
Associate Technician	68.0	$33.50	$2,278.00
Clerical	30.0	$33.75	$1,012.50
		Total Direct Salary Costs:	$37,680.20

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs**	174.39%		$65,710.50

3. Fixed Fee: 15% of Items 1 & 2 — $15,508.61

4. Direct Nonsalary Expenses

Travel	1,360 Miles @	$0.725	$986.00	
Meals	9 Days @	$68.00	$612.00	
Motel	2 Days @	$110.00	$220.00	
Copies, Prints, Shipping			$1,742.00	
Geotechnical Expenses (See Exhibit A4)			$13,577.00	
			Total Expenses:	$17,137.00

5. Subtotal of Items 1 - 4 — $136,036.31

6. Subcontract costs - *Ireland Architects* — $22,285.00

7. Lump Sum Amount - Total Items 5 & 6 — $158,321.31

Rounded: $158,300.00

** For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

EXHIBIT A4

MKO Hangar Project

ESTIMATE OF
GEOTECHNICAL DESIGN COSTS

LABORATORY / DRILLING

Olsson, Inc.
1101 Libra Drive, Suite 2
Lincoln, NE 68512

SERVICE OR TEST	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED TOTAL COST
DRILLING INVESTIGATION			
Mobilization (Lump Sum)	1	$2,000.00	$2,000.00
Drilling Cost (per FT)	55	$25.00	$1,375.00
Samples	19	$30.00	$570.00
Cores	0	$65.00	$0.00
Bore Hole & Core Hole Repairs	0	$35.00	$0.00
DCP	0	$125.00	$0.00
Per Diem (2 Individuals)	0	$475.00	$0.00
		SUBTOTAL	*$3,945.00*
ANTICIPATED LABORATORY TEST			
UNCONFINED COMPRESSIONS	7	$ 85.00	$595.00
DENSITY/MOISTURE	4	$ 30.00	$120.00
MOISTURE CONTENT ONLY	2	$ 21.00	$42.00
ATTERBERGS	5	$ 125.00	$625.00
WASH 200 SIEVE	3	$ 85.00	$255.00
MECHANICAL ANALYSIS	0	$ 135.00	$0.00
STANDARD PROCTORS	1	$ 220.00	$220.00
MODIFIED PROCTORS	0	$ 260.00	$0.00
CRUMB TEST	0	$ 95.00	$0.00
PINHOLE TEST	0	$ 190.00	$0.00
CONSOLIDATION TEST	1	$ 440.00	$440.00
SWELL/COLLAPSE TEST	1	$ 315.00	$315.00
CBR (1 POINT)	4	$ 230.00	$920.00
HYDROMETER	0	$ 250.00	$0.00
TRIAX - (UU) 1 PT.	0	$ 180.00	$0.00
TRIAX - (CU) 3 PT. IN SITU	0	$ 1,930.00	$0.00
TRIAX - (CU) 3 PT. REMOLD	0	$ 2,405.00	$0.00
FLEX WALL PERM	0	$ 430.00	$0.00
FLEX WALL PERM - REMOLD	0	$ 570.00	$0.00
		SUBTOTAL	*$3,532.00*
SUBCONSULTANT LABORATORY ANALYSIS			
SOIL CORROSIVITY	1.0	$220.00	$220.00
		SUBTOTAL	*$220.00*
ENGINEERING & REPORT PREPARATION			
Engineering (per Hour Average)	42.0	$140.00	$5,880.00
		SUBTOTAL	*$5,880.00*
		TOTAL FEE	***$13,577.00***

A total of 3 soil test borings will be completed to a depth of 15 feet, or shallower refusal, for the proposed hangar and 1 soil test boirngs will be completed to a depth of 10 feet, or shallower refusal, in pavement areas. 3 untreated CBR points and 1 treated CBR point are included in this scope of work for pavement design. Based on our experience in this area, we anticipate encountering shallow bedrock, either shale or sandstone. Obtaining rock core samples is not included in the scope of this work.

EXHIBIT A5
BIDDING PHASE
Muskogee-Davis Regional Airport (MKO) 3-40-0062-021-2026

1. Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Total Costs ($)
Principal / Team Leader	0.0	$92.30	$0.00
Senior Engineer	22.0	$76.50	$1,683.00
Project Engineer	7.0	$65.10	$455.70
Design Manager	2.0	$55.30	$110.60
Associate Engineer	10.0	$45.40	$454.00
Assistant Engineer	7.0	$41.00	$287.00
Registered Surveyor	0.0	$71.50	$0.00
Senior Technician	4.0	$36.50	$146.00
Associate Technician	0.0	$33.50	$0.00
Clerical	22.0	$33.75	$742.50
		Total Direct Salary Costs:	$3,878.80

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs*			174.39%		$6,764.24

3. Fixed Fee: 15% of Item 1 & 2 — $1,596.46

4. Direct Nonsalary Expenses

Travel	500	Miles @	$0.725	$362.50	
Meals	2	Days @	$68.00	$136.00	
Motel	-	Days @	$110.00	$0.00	
Copies, Prints, Shipping				$715.20	
				Total Expenses:	$1,213.70

5. Subtotal of Items 1 - 4 — $13,453.20

6. Subcontract costs — $0.00

7. Lump Sum Amount - Total Items 5 & 6 — $13,453.20

Rounded: $13,500.00

* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

Federal Contract Provisions for Airport Improvement Program Projects
A/E Consultant Agreements

1. Purpose of this Document

a) Federal laws and regulations require that a Sponsor (a recipient of federal assistance) include specific clauses in certain contracts, solicitations, or specifications regardless of whether or not the project is federally funded.

b) For purposes of remaining compliant with its obligations, a Sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.

c) Terminology:

i. The term **"Sponsor"** is used in this document to mean either an obligated Sponsor on a project that is not federally funded, or a Sponsor on an AIP funded project. A Sponsor is a "recipient" of federal assistance when receiving AIP or other FAA grant funds.

ii. The term **"Owner"** of a public use airport is generally used in the solicitation or contract clauses because of its common use in public contracts. An Owner becomes an obligated Sponsor upon acceptance of the AIP grant assurances associated with current or prior AIP grant funded projects.

iii. For purposes of determining requirements for contract provisions, the term **"contract"** includes professional services, and subcontracts and supplier contracts such as purchase orders.

iv. The term **"contractor"** is understood to mean a contractor, subcontractor, or consultant; and means one who participates, through a contract or subcontract (at any tier).

v. The term **"bid"** is understood to mean a bid, an offer, or a proposal.

vi. The term **"applicant"** means a bidder, offeror, or proposer for a contract.

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APPENDIX A – CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

SOURCE: 2 CFR § 200.334

2 CFR § 200.337

FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 BREACH OF CONTRACT TERMS

SOURCE: 2 CFR Part 200, Appendix II(A)

APPLICABILITY: Provision is only applicable to contracts exceeding $350,000.

Any violation or breach of terms of this contract on the part of the *Consultant* or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Consultant* written notice that describes the nature of the breach and corrective actions the *Consultant* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Consultant* must correct the breach. Owner may proceed with termination of the contract if the *Consultant* fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A3 CIVIL RIGHTS - GENERAL

A3.1 SOURCE

SOURCE: 49 U.S.C. § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color,

national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A4 CIVIL RIGHTS – TITLE VI ASSURANCE

SOURCE: 49 U.S.C. § 47123

FAA Order 1400.11

Title VI Solicitation Notice:

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

Title VI List of Pertinent Nondiscrimination Acts and Authorities:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 .U.S.C. § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance: In** the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A5 CLEAN AIR AND WATER POLLUTION CONTROL

SOURCE: 2 CFR Part 200, Appendix II(G)

42 U.S.C. § 7401, et seq

33 U.S.C. § 1251, et seq

APPLICABILITY: Provision is only applicable to contracts exceeding $150,000.

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

A6 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

SOURCE: 2 CFR Part 200, Appendix II(E)

29 CFR § 5.5(b)

40 U.S.C. § 3702

40 U.S.C. § 3704

APPLICABILITY: Provision is only applicable to contracts exceeding $100,000.

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or

permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A7 DEBARMENT AND SUSPENSION

SOURCE: 2 CFR Part 180 (Subpart B)

2 CFR Part 200, Appendix II(H)

2 CFR Part 1200

DOT Order 4200.5

Executive Orders 12549 and 12689

APPLICABILITY: Provision is only applicable to contracts exceeding $25,000.

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.

2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A8 DISADVANTAGED BUSINESS ENTERPRISE

SOURCE: 49 CFR Part 26

49 U.S.C. § 47113

APPLICABILITY: Provision is only applicable to contracts exceeding $250,000.

A8.1.1 Solicitation Language (Solicitations with a DBE Contract Goal)

For traditional design-bid-build projects, the decision on whether DBE information is a matter of responsiveness or responsibility is laid out in the Sponsor's approved DBE program and the Sponsor should incorporate the applicable solicitation language accordingly. Special procedures apply in the case of negotiated procurements and for projects that follow the Design-Build method of procurement. In all cases, Sponsors should include only the applicable solicitation language from the examples below.

Bid Information Submitted as a matter of **responsiveness**:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26 including any amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of **responsibility**:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26 including any amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information requirements for **negotiated procurements**:

In a negotiated procurement, such as a procurement for professional services, the Sponsor may allow the bidder/offeror to make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required under the above *responsiveness* or *responsibility* procedures before the final selection for the contract is made by the recipient.

Bid Information submitted for **Design-Build projects**:

In a design-build contracting situation, in which the Sponsor solicits proposals to design and build a project with minimal-project details at time of letting, the Sponsor may set a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information required in paragraph (b) of 49 CFR § 26.53 that applies to design-bid-build contracts. To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amount) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract is awarded, the recipient must provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. The recipient and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, *e.g.,* replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

A8.1.2 Solicitation Language (Solicitations with No DBE Contract Goal)

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the *Owner* to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

A8.1.3 Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13; mandatory text provided) –

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than *(30)* days from the receipt of each payment the prime contractor receives from *Owner*. The prime contractor agrees further to return retainage payments to each subcontractor within *(30)* days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the *Owner*. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –

The prime contractor must not terminate a DBE subcontractor listed in response to *A8.1.1 Solicitation Language (Solicitations with a DBE Contract Goal)* (or an approved substitute DBE firm) without prior written consent of *Owner*. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent of *Owner*. Unless *Owner* consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Owner may provide such written consent only if *Owner* agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53.

Before transmitting to *Owner* its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to *Owner*, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise *Owner* and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why *Owner* should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), *Owner* may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

A9 DISTRACTED DRIVING

A9.1 SOURCE

SOURCE: Executive Order 13513

DOT Order 3902.10

APPLICABILITY: Provision is only applicable to contracts exceeding $15,000.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A10 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

SOURCE: 2 CFR § 200, Appendix II(K)

2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

A11 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

SOURCE: 29 USC § 201, et seq

2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Consultant* has full responsibility to monitor compliance to the referenced statute or regulation. The *Consultant* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A12 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

SOURCE: 31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR Part 200, Appendix II(I)

49 CFR Part 20, Appendix A

APPLICABILITY: Provision is only applicable to contracts exceeding $100,000.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

A13 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

SOURCE: 29 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A14 PROCUREMENT OF RECOVERED MATERIALS

SOURCE: 2 CFR § 200.323

2 CFR Part 200, Appendix II(J)

40 CFR Part 247

42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

APPLICABILITY: Provision is only applicable if the agreement includes procurement of a product that exceeds $10,000.

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

A15 RIGHT TO INVENTIONS

SOURCE: 2 CFR Part 200, Appendix II(F)

37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A16 SEISMIC SAFETY

SOURCE: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of

compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A17 TAX DELINQUENCY AND FELONY CONVICTIONS

SOURCE: Section 8113 of the Consolidated Appropriations Act, 2022 (P.L. 117-103) and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (ü) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A18 TERMINATION OF CONTRACT

SOURCE: 2 CFR Part 200, Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

APPLICABILITY: Provision is only applicable to contracts exceeding $10,000.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

   Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps,

photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A19 TRADE RESTRICTION CERTIFICATION

SOURCE: 49 USC § 50104

49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A20 VETERAN'S PREFERENCE

SOURCE: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A21 DOMESTIC PREFERENCES FOR PROCUREMENTS

SOURCE: 2 CFR § 200.322

SOURCE: 2 CFR Part 200, Appendix II(L)

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

A22 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

SOURCE:

FAA Reauthorization Act of 2024 (Public Law 118-63), Section 936

49 U.S.C. § 44801 note

Sponsors and subgrant recipients are prohibited from using AIP grant funds to enter into, extend, or renew a contract for:

1) The operation, procurement, or contracting action with respect to a covered unmanned aircraft system (UAS); or
2) To any entity that operates a covered unmanned aircraft system (UAS) in the performance of such contract.

The term "Covered UAS" means a small unmanned aircraft, an unmanned aircraft, and unmanned aircraft system, or the associated elements of such aircraft and aircraft systems related to the collection and transmission of sensitive information (consisting of communication links and the components that control the unmanned aircraft) that enable the operator to operate the aircraft in the National Airspace System which is manufactured or assembled by a covered foreign entity; and an

unmanned aircraft detection system or counter- UAS system that is manufactured or assembled by a covered foreign entity. These covered foreign entities include:

(a) The People's Republic of China.

(b) The Russian Federation.

(c) The Islamic Republic of Iran.

(d) The Democratic People's Republic of Korea.

(e) The Bolivarian Republic of Venezuela.

(f) The Republic of Cuba.

(g) Any other country the Secretary determines necessary.

PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Consultant warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

June 25, 2025

Attn: Mr. Mike Hodge
Olsson, Inc.
601 P Street
Lincoln, NE 68508

RE: Overhead Expense Factor

Dear Mike,

In response to your request, we have provided a recap of the computed amount of overhead expenses incurred in 2024 based on the audited Schedules of Indirect Costs and Costs with Adjustments as of and for the year ended December 31, 2024. Summarized below is your FAR Combined Overhead Rate that is detailed in the audit:

Combined FAR Overhead Rate (including Computer Expenses)	174.39%
Total Fringe Benefits	$ 46,522,380
Total General and Administrative Expenses	135,513,142
Computer Expenses	22,364,472
Subtotal	204,399,994
Less Computer Expenses already included in General and Administrative Expenses	(6,645,697)
Subtotal	197,754,297
Divided by Direct Labor	$ 113,400,830
	$ 1.7439

In summary, for every $1.00 of direct labor paid, there is $1.74 in overhead expenses attributable to that labor.

Sincerely,

LUTZ & COMPANY, P.C.

Kyle B. Hofeldt
Audit Director

Taylor C. Kendall,
Audit & Consulting Shareholder