

**SALLISAW MUNICIPAL AUTHORITY
REGULAR MEETING**

August 11, 2025

**Time: Immediately Following the
Meeting of the Board of City Commissioners**

**Council Chambers
113 North Elm Street
Sallisaw, Oklahoma**

AMENDED

A G E N D A

“POSSIBLE ACTION” INCLUDES, BUT IS NOT LIMITED TO, APPROVAL, AUTHORIZATION, ADOPTION, REJECTION, DENIAL, AMENDMENT, TAKING NO ACTION, OR TAKING THE ITEM FOR DISPOSITION AT A LATER DATE OR TIME.

- 1. Meeting called to order**
- 2. Declaration of a quorum**
- 3. Possible action on minutes of special meeting of July 10, 2025**
- 4. Presentation of End-of-Season Financial Overview from Sallisaw Youth League Representative**
- 5. Discussion and possible action on amending the Sallisaw Sports Complex Operations Agreement between the Sallisaw Youth League and The Sallisaw Municipal Authority**
- 6. Discussion and possible action on amended Contract for Engineer Services with Neel, Harvell and Associates, P.C. in the amount of \$750.00; Sanitary Sewer System - Country Club Lift Station project**
- 7. Discussion and possible action on Contract for Electric Service between the**

Sallisaw Municipal Authority and Millison Casting Technology, LLC

- 8. Discussion and possible action on Purchase Order No. 106257, issued to SEL Engineering, Inc. of Pullman, WA, *in an amount not to exceed \$80,000.00* for a electric coordination study**
- 9. Discussion and possible action on Purchase Order No. 106231, *in an Amount not to Exceed \$285,000.00*, Issued to Calix, for the purchase of equipment for Telecommunications**
- 10. Discussion and possible action on Metering Services Agreement between the Grand River Dam Authority (GRDA) and The Sallisaw Municipal Authority**
- 11. Adjourn**

Posted: 08/08/2025

Time: 8:55 A.M.

Kim Jamison

MINUTES

SALLISAW MUNICIPAL AUTHORITY

SPECIAL MEETING

JULY 10, 2025

The Sallisaw Municipal Authority met in a special meeting on July 10, 2025, in the Council Chambers, 113 North Elm, Sallisaw. Notice of the meeting was given by emailing Sequoyah County Times; by emailing KXXMX; by posting at city hall on July 8, 2025, at 11:45 a.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens, Kenny Moody, Julian Mendiola, Brad Hamilton,	Chairman Trustee, Ward 1 Trustee, Ward 3 Trustee, Ward 4
Members absent:	Josh Bailey,	Trustee, Ward 2
Staff present:	Brian Heverly, Jordan Pace, Kim Jamison, Robin Haggard, Keith Miller, Clint Smith, Chris Carter, Ben Spyres, Kayle Griffin, George Bormann, Travis Buchanan,	General Manager City Attorney Secretary Director of Finance Building Development Director IT Manager Senior Code Inspector Computer Technician Chief Accountant Economic Development Director Code Enforcement Officer
Others present:	Lynn Adams; Jeanie Richardson; Julie Becker; Others Unidentified.	

Meeting called to order

Chairman Martens called the meeting to order. The meeting began at 7:23 p.m.

Declaration of a quorum

A quorum was declared present.

Possible action on minutes of regular meeting of June 9, 2025

Motion was made by Mendiola, seconded by Moody, for approval of the minutes. Vote: Mendiola aye; Moody aye; Hamilton aye; Martens aye. Motion carried 4-0.

Discussion and possible action on staff's request to reinvest the Sallisaw Municipal Authority Certificate of Deposit with Local Bank for 273 Days at 4.52% Interest

Motion was made by Mendiola, seconded by Moody, for approval of staff's request to reinvest the SMA CD with Local Bank for 273 days at 4.52% interest. Vote: Mendiola aye; Moody aye; Hamilton aye; Martens aye. Motion carried 4-0.

Discussion and possible action on staff's request to reinvest the Meter Fund Certificate of Deposit with Local Bank for 273 Days at 4.52% Interest

Motion was made by Mendiola, seconded by Moody, for approval of staff's request to reinvest the Meter Fund CD with Local Bank for 273 days at 4.52% interest. Vote: Mendiola aye; Moody aye; Hamilton aye; Martens aye. Motion carried 4-0.

Discussion and possible action on Uptown Services Statement of Work (SOW) #24, an Agreement to Provide Consulting Services to the Sallisaw Municipal Authority, and authorize the General Manager to sign

Motion was made by Mendiola, seconded by Moody, for approval of Uptown Services SOW #24. Vote: Mendiola aye; Moody aye; Hamilton aye; Martens aye. Motion carried 4-0.

Discussion and possible action on Resolution No. 2025-05; *A Resolution Amending the Master Fee Schedule, Establishing Certain Rates and Fees for The Sallisaw Municipal Authority, and Superseding Previous Resolutions*

Motion was made by Moody, seconded by Hamilton, for approval of Resolution No. 2025-05 (with the same amendments noted on the BOCC item). Vote: Moody aye; Hamilton aye; Mendiola aye; Martens aye. Motion carried 4-0.

Discussion and possible action on Change Order No. 7 in the amount of \$6,686.23 for the Sallisaw Aquatics Facility Project; Hoey Construction Company

Motion was made by Moody, seconded by Hamilton, for approval of Change Order #7. Vote: Moody aye; Hamilton aye; Mendiola aye; Martens aye. Motion carried 4-0.

Discussion and possible action on Change Order No. 8 in the amount of ~~-\$32,800.00~~ (deduct) for the Sallisaw Aquatics Facility Project; Hoey Construction Company

Motion was made by Moody, seconded by Hamilton, for approval of Change Order No. 8. Vote: Moody aye; Hamilton aye; Mendiola aye; Martens aye. Motion carried 5-0.

Discussion and possible action on authorizing an amount *not to exceed \$80,000.00* for expenditures to serve as customer incentives during cable t.v. transition, and authorize the General Manager to sign Streaming Choice Terms and Funding Agreement

Motion was made by Moody, seconded by Hamilton, for approval of expenditures in an amount not to exceed \$80,000.00. Vote: Moody aye; Hamilton aye; Mendiola aye; Martens aye. Motion carried 4-0.

Discussion and provide direction to staff and/or possible action concerning Lease of Landfill property for agricultural use

Motion was made by Moody, seconded by Hamilton, to not proceed with leasing the Landfill property. Vote: Moody aye; Hamilton aye; Mendiola aye; Martens aye. Motion carried 4-0.

Adjourn

Motion was made by Moody, seconded by Hamilton, to adjourn the meeting. Vote: Moody aye; Hamilton aye; Mendiola aye; Martens aye. Motion carried 4-0. The meeting ended at 7:39 p.m.

Approved this 11th day of August, 2025.

Secretary to the Authority

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: August 11, 2025
Board: Sallisaw Municipal Authority
Subject: Amended Agreement

ITEM TITLE: Discussion and possible action on amending the Sallisaw Sports Complex Operations Agreement between the Sallisaw Youth League and The Sallisaw Municipal Authority

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Manager

BACKGROUND: City worked with SYL to capture recommended changes to the agreement. Significant changes include making the August SMA meeting the time to present year-end data, increasing the user fees of regular season games to \$10 a game and tournaments to \$125 per age group/ per tournament, establishing a "restricted list" from which sponsors may not be chosen and allowing SYL to approve all others, and specifying that excess net marketing revenue be used for improvements. All of this puts more money back into the complex for repairs, renovations and improvements, and simplifies operations.

EXHIBITS: 1. SYL 2025
2. Sallisaw SYL Sports Complex Operations Agreement FOR VOTE

KEY ISSUES:

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of the amendment to the Sallisaw Sport Complex Operation Agreement



Sallisaw Youth League Annual Report

Operations and costs for '24-'25 season

Background

- SYL conducts league games and tournaments at Sports Complex, retain all gate, advertising, and concession proceeds; maintain dirt portion of fields, clean facilities after use—City maintains fields, provides dirt, provides utility services, and maintains facilities; Annual meeting to “balance books”
- Fees and advertising (including field naming rights) are approved by the SMA
- Operations Agreement sets remittance rates at \$5/league game and \$500 per tournament (altered this year to \$125 per age group/per tournament)
- Current operations agreement hasn't been enforced by either organization for at least a decade
- First time both sides agreed to execute per the agreement and assess the feasibility, acceptability and suitability of the agreement on both organization's operations

Under Current Conditions

- City costs (JUN-JUN) -\$131,000—utilities, fertilizer, dirt, S&B (x1), maintenance, repairs
- SYL remittance to the City (JAN-AUG) -\$6,600 (full season estimate ~\$13,200)

League Games

Baseball	77
Softball	217
Soccer	145

Tournaments

Softball	17
Baseball	19

Situation:

Neither organization has a planned fund for future capital improvements/ repairs

Any additional space that is developed or Capital Improvement is paid for “as we go” ie soccer fields, LED light upgrades, etc

Proposed changes

SYL increases remittance rates to \$10 per game and \$125 per age group/per tournament

Improvements by the SYL to the Sports Complex be “applied” in lieu of fees (no real change from current)

Excess Net marketing revenues be put into an interest-bearing account for use against improvement

END RESULT: Additional funds being used towards the Sports Complex improvements/replacements

Sallisaw Sports Complex Operations Agreement

OPERATIONS AGREEMENT

THIS Facilities Use Agreement made and entered into this 11th day of August, 2025, by and between the **SALLISAW MUNICIPAL AUTHORITY**, an Oklahoma Public Trust of the City of Sallisaw, Oklahoma, hereinafter referred to as the **SMA** and the **SALLISAW YOUTH LEAGUE, Inc.** hereinafter referred to as the **SYL**.

RECITALS

WHEREAS, the **SALLISAW MUNICIPAL AUTHORITY** is the lessee of the Sallisaw Sports Complex property located at 1300 Steve Davis Parkway, Sallisaw, Oklahoma, and;

WHEREAS, the **SALLISAW MUNICIPAL AUTHORITY** has constructed a sports complex on the leased property with intentions of providing recreational areas for youth and family activities.

WHEREAS, the **SALLISAW YOUTH LEAGUE** desires to use said facilities for organized baseball and softball league play and tournament play, as well as other youth events and activities, and;

WHEREAS, the Sallisaw Sports Complex was built to benefit all youth in the Sallisaw area.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein stated the parties have agreed and do hereby agree as follows:

TERMS AND CONDITIONS

1. GENERAL CONDITIONS

- a) The **SMA** hereby grants non-exclusive use unto the **SYL** the described property known as the Sallisaw Sports Complex (Complex).
- b) It is understood and agreed that the primary use of the Complex shall be for organized **SYL activities from February through November, during softball, baseball and soccer seasons**. Other activities of the **SYL** may be held as needed fields and other infrastructure are added to the Complex.
- c) All fixed alterations, additions, and improvements made by the **SYL** to the Complex shall become the property of the **SMA** and **any improvements over \$20,000 must be approved by the SMA in advance with those under \$20,000 being approved by the City Manager**. Capital improvements supplied or made by the **SYL** shall be treated as contributions to the Complex and become the property of the **SMA**.

Sallisaw Sports Complex Operations Agreement

- d) It is understood and agreed that the **SMA** may utilize the Complex for any city or community event during times the **SYL** has no activities scheduled.
- e) Prior to **August 1st** of each year, representatives of the **SMA** and **SYL** shall meet to discuss the completed season. Representatives shall discuss needs of the Complex and renewal of this agreement.
- f) The **SMA** shall employ a Site Director to oversee the operations of the complex. Duties of the Site Director shall include but not be limited to:
 - i. Working with the **SYL** and its appointed league directors, the Site Director shall coordinate all **SYL** use of the Complex with the **SMA** based on **SYL** practice, league and tournament needs, as furnished by the **SYL**.
 - ii. Ensure the assets of the complex are maintained and accounted for.
 - iii. Oversee all required maintenance of fields, buildings and equipment at the complex.
 - iv. Act as the primary contact for the **SYL** in communications with the **SMA** and the City of Sallisaw.
 - v. Site Director or their designee shall be available in person or by phone during times the fields are in use.
 - vi. Maintain access to weather data.
 - vii. Enforce policy regarding play during inclement weather (Attachment A).
 - viii. Enforce rules posted for the sports complex. (Attachment B).

2. RESPONSIBILITIES OF THE SALLISAW MUNICIPAL AUTHORITY:

- a) During the terms of this agreement, **SMA** shall:
 - i. Provide general maintenance and upkeep of the sports complex facility including mowing, trimming, watering and fertilizing of grass areas, cutting the dirt/grass lines and preventing the growth of grass in the infield dirt. Maintain field lighting equipment. Maintain all fences and backstops in such a manner to assure the safety of the public, players, and coaches. Maintain irrigation system. Provide infield dirt material and any needed additives.
 - ii. Provide all utilities including sewer, electric, and water.
 - iii. Provide trash containers.

Sallisaw Sports Complex Operations Agreement

- iv. Provide and maintain lightning prediction alarm system for public safety.
- v. Provide and maintain a security camera system.
- vi. Provide locks and keys to facilities. Keys are the property of the **SMA**. They are provided to the **SYL** as needed to allow entrance into secure areas. **Keys are not to be duplicated or given to unauthorized users.**
- vii. Provide proper signage on the complex for parking and warm-up areas; signs that can be enforced by the Site Director, **SYL** and police for public safety.
- viii. Provide concession building(s) and restroom facilities.
- ix. Provide afterhours emergency maintenance. Call 918-775-4141
- x. Provide pitching rubbers and bases.
- xi. Maintain scoreboards as needed with assistance of **SYL**.

3. RESPONSIBILITIES OF SALLISAW YOUTH LEAGUE:

a) During the terms of this agreement, **SYL** shall:

- i. For each sport or event held at the complex **SYL** shall name one **SYL** director (e.g., League Director, Event Director, Tournament Director) to communicate the needs of the **SYL** to the Site Director. The Site Director will only communicate with the named directors to ensure the needs of both the **SMA** and the **SYL** are met.
- ii. For baseball, softball, and other organized activities, maintain membership in a minimum of one national **or** one state league organization if organizations are available.
- iii. Provide an orientation for each first year coach, emphasizing the proper treatment of kids and the positive behavior expected of all coaches, parents and participants. **SYL** shall provide background checks on all managers and coaches. All files associated with orientation and background checks shall be maintained by the **SYL** and subject to inspection by the **SMA** at any time.
- iv. **SYL** Directors named in 3.a) i. above shall be CPR Certified.
- v. Promote the Complex and hold as many tournaments as possible to benefit the Complex and the community of Sallisaw.

Sallisaw Sports Complex Operations Agreement

- vi. Provide the Site Director with a game schedule from each league division no later than ten (10) days before the start of league play. Any changes in scheduled league play shall be communicated to the Site Director as soon as known.
- vii. Provide the Site Director with a listing of weekends preferred for pre-season and post-season league tournaments. Provide the Site Director with other tournament dates as needed.
- viii. **SYL** shall not allow other organizations or groups to use the complex facilities under this agreement unless approved by both **SMA** and **SYL**. Such requests shall be submitted to the **SMA** General Manager in writing.
- ix. Adhere to all Sallisaw Sports Complex site rules and signage as posted by the **SMA**.
- x. **SYL** shall be responsible for all umpires, referees and field preparation during league and tournament play. **SYL** shall ensure fields are kept playable during league and tournament play and is solely responsible for dragging the infields during any season or tournament. **SYL** shall groom and water fields as necessary between games. **SYL** shall notify the **SMA** site director when tournament/league seasons conclude.
- xi. **SYL** shall use methods for removing standing water from fields without digging drainage ditches or holes and raking wet soil into grass areas.
- xii. Prior to leaving the complex after games or other events, **SYL** shall ensure all game field lights are turned off, all supplies and buildings are properly secured and all trash throughout the site is picked up. All trash containers shall be emptied with new can liners installed. All poly carts are to be taken down to the curb.
- xiii. Be responsible for the conduct of players and spectators on premises.
- xiv. **SYL** shall obtain prior approval of the **SMA** for all alterations, additions, or improvements above \$20,000 with those under \$20,000 being approved by the City Manager. (See Item 1.c. above)
- xv. Supervise warm-up areas and all other activities to assure the safety of the public, players, and coaches.
- xvi. Utilize bulletin boards and websites for posting of all complex information. Flyers or other information are not to be attached to doors, walls, or posts.
- xvii. Field use at the complex for any practice shall be at the discretion of the **SYL** staff and the Site Director.

Sallisaw Sports Complex Operations Agreement

- xviii. Provide the **SMA** a certificate of insurance evidencing coverage with minimums of \$1,000,000 bodily injury, \$300,000 property, and \$1,000,000 General Liability, naming the **SMA**, City of Sallisaw and all its officers, agents and employees as additional insured.
- xix. Notify the Site Director by noon the next business day after any accidents/incidents that required medical attention or when public safety personnel were called to assist with the situation. Complete an Accident/Incident Report in its entirety and deliver it to the Site Director.
- xx. Maintain and make available upon request of the **SMA** General Manager, City of Sallisaw City Manager or the Sallisaw Board of **SMA** Commissioners all financial records of income and expenses associated with Sallisaw Youth League baseball and softball or other sports held at the complex.
- xxi. Any other organization must gain approval from the **SMA** Site Director prior to using the Sports Complex fields/facilities.
- xxii. Gain approval for in the August **SMA** meeting, coordinate the placement of, secure, maintain, and replace if necessary, sheds, or containers used to store SYL equipment or supplies.
- xxiii. On baseball and softball fields, maintain the dirt/grass lines to within 6" of the sprinkler heads and preventing the growth of grass in the infield dirt by dragging in a manner that does not transfer dirt to the grass (preventing the creation of a "lip")

4. Advertising and Field Naming Rights

- a) **SYL** shall be responsible for marketing and soliciting advertising funds for the complex. All marketing and advertising signage shall have the approval of the **SMA** before being placed at the complex.
- b) **SYL** may sell naming rights for the fields. All agreements for naming rights at the complex shall be approved by the **SMA**.
- c) Sponsors for marquis and/or the awarding of naming rights shall not be from any of the following categories of businesses/establishments:
 - i. Cannabis related business
 - ii. Wine/Spirits/Beer stores or brands
 - iii. Tobacco stores or brands
 - iv. Adult novelty or entertainment businesses

Sallisaw Sports Complex Operations Agreement

- d) All net excess funds generated from marketing and the sale of advertising for the complex shall be deposited into a designated SYL cash account and used for the benefit of the complex.

5. GATE FEES AND OPERATIONS OF CONCESSION STANDS.

- a) Gate Fees. The SMA agrees to allow SYL to keep all gate entry fees for SYL sponsored activities only. Regular season admission fees for baseball are set by the Big Basin Baseball Association (see para 3.a.ii.); SYL will set softball fees to match. Soccer fees will be set by SYL. SYL will set fees for all tournaments.
- b) Concessions. The SMA agrees to allow the SYL to operate baseball and softball concession stands for profit with all proceeds going to the SYL. SYL shall be the exclusive operator of the concessions for all events held at the complex, whether sponsored by the SYL or not.
 - i. SYL agrees to operate concessions during events not scheduled or sponsored by SYL. The Site Director shall coordinate any events with SYL.
 - ii. SYL agrees to keep concessions clean and uncluttered at all times.
 - iii. If SYL utilizes outside grills or smokers, areas around the grills or smokers shall be cordoned off preventing unauthorized access.
- c) Restrooms. SYL shall be responsible for cleaning the restrooms during and after SYL events.

6. USER FEES:

- a) For baseball and softball league games, SYL agrees to submit to the SMA user fees in the amount of \$10.00 per league game based on the completed league schedule. The completed schedule with numbers of games shall be submitted during the August SMA meeting.
- b) For baseball and softball tournament games, SYL agrees to submit to the SMA a fee of \$125 per age group per tournament. Baseball and softball tournaments held at same time shall be considered as separate tournaments. The completed number of tournaments shall be submitted during the August SMA meeting.
- c) Funds from fees submitted to the SMA by the SYL will be used for Capital Improvements on the Sports Complex.
- d) In lieu of the fees in 6 (a) and 6 (b) above, the SYL may request that the cost of approved improvements or repairs executed at the Sports Complex (see 1.c.) be used to offset those fees otherwise due.

Sallisaw Sports Complex Operations Agreement

7. TERM RENEWAL AND TERMINATION

- a) Unless sooner terminated as herein provided, the initial Term of this agreement shall be for **one (1) years from the August 11th, 2025.**
- b) At any time during the term of this agreement, either party may elect to terminate this agreement by providing a one hundred eighty (180) days' notice to the other party in writing.
- c) Upon expiration of the Initial Term, any Renewal Term or the earlier termination of this Agreement as herein provided, the obligations of the Parties under this Agreement shall terminate. Except such obligations as shall have been incurred prior to the date of expiration or termination, neither Party shall have any further rights or obligations.
- d) Modification of this agreement may be made during the term of this agreement upon agreement by both parties.

8. FORCE MAJEURE

- a) Neither Party shall be held liable for any loss, damage, delay or failure to perform any part of this Agreement caused by anything beyond its control and without its negligent or intentional act or omission, such as acts of God, acts of civil or military authority, government regulations, eminent domain, embargoes, labor stoppage, epidemics, war, police actions, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, severe weather conditions, inability to secure facilities.

9. NOTICES

- a) All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by certified or registered mail (return receipt requested), overnight courier (charges prepaid), facsimile (with electronic answer back) or in person to the following individuals at the following addresses.
- b) Notice to **SYL**: Sallisaw Youth League, PO Box 1785, Sallisaw, OK 74955
- c) Notice to **SMA**: Sallisaw Municipal Authority, General Manager, P.O. Box 525, 115 East Choctaw, Sallisaw, OK 74955. Fax: (918)775-9550.

10. GOVERNING LAW

- a) This Agreement and any issues arising out of or in relation hereto shall be governed by the laws of the State of Oklahoma, without regard to its choice-of-law provisions.

Sallisaw Sports Complex Operations Agreement

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the Parties.

<u>Sallisaw Youth League (SYL)</u>	<u>SALLISAW MUNICIPAL AUTHORITY (SMA)</u>
Signature: _____	Signature: _____
Name printed: _____	Name printed: _____
Title: _____	Title: _____
Date: _____	Date: _____
Attest (if corporation)	Attest
_____	_____
Secretary of Corporation	Secretary

Approved as to Form:

By: _____
Jordan Pace
Attorney, City of Sallisaw / Sallisaw Municipal Authority

Sallisaw Sports Complex Operations Agreement

Attachment A Sallisaw Sports Complex Inclement Weather Policy

1. Stopping Complex activities due to inclement weather.

- a) The Sallisaw Sports Complex Site Director shall have the final authority over games played during times of inclement weather. If game umpires, **SYL** official(s), or a tournament director has already stopped play due to inclement weather, the Site Director shall not over turn their decision, but the Site Director may stop play if play has not already been halted.
- b) If a lightning prediction system is installed at the complex, the equipment notifications shall be used to determine when game play shall be stopped and started. Only the Site Director may override equipment notifications and allow play to continue.

2. Start of Play /Continuation of Play/Activities

- a) Determination if fields are playable shall be made based on condition of fields, time to dry and make fields playable, time of day or night and other impending weather conditions.
- b) If game play or other activities are stopped due to inclement weather, the Site Director, in coordination with **SYL** game officials, shall determine if playing fields are playable and safe enough to allow play to continue.
- c) If inclement weather happens prior to the start of games or tournaments, the Site Director and **SYL** game officials shall determine if fields are playable and if games shall start, continue or be delayed.

Sallisaw Sports Complex Operations Agreement

Attachment B Sallisaw Sports Complex Complex Rules

1. All posted signs shall be obeyed.
2. Keep the Complex clean. Place all trash in proper receptacles.
3. Parents and coaches are responsible for supervising their children and participants at all times.
4. Maintain good sportsmanship. Patrons and participants will be removed from the facility for behavior that **SYL** or **SMA** deems to be inconsistent with promoting a positive, respectful, wholesome and safe atmosphere for the proper development of youth, including but not limited to fighting, inappropriate language, disrespecting umpires of coaches, smoking, or being under the influence of any drug or alcohol.
5. Participants and spectators are to remain off of fields not in use.
6. No loitering or playing in restrooms.
7. Soft tossing and hitting balls into fences is prohibited.
8. No practicing on fields that have been prepared for games.
9. No weapons shall be allowed on complex property consistent with Oklahoma law.
10. No glass containers inside the complex.
11. No grills or open flames are allowed by visitors of Complex.
12. No alcohol shall be allowed on complex property.
13. No smoking, tobacco or vaping products shall be allowed inside the fences of the sports complex. Visitors wishing to smoke or use these products must go to the parking areas.
14. All motor vehicles/equipment, except those used for maintenance of the Complex, shall stay on approved roadways and parking areas. Visitors shall park in designated parking areas only. Parking at the Complex is at the risk of the visitors and participants.
15. The SALLISAW MUNICIPAL AUTHORITY and the Sallisaw Youth League are not responsible for any stolen or damaged personal property while patrons are at the sports complex.
16. Visitors with identified service animals only are allowed to bring animals onto complex property. All other animals shall not be brought onto complex property.
17. Skateboards, rollerblades, bicycles, etc...are not allowed inside the fences of the complex and must stay in the parking lot areas.
18. All visitors must exit the facility within 30 minutes of the last scheduled event.

AGENDA ITEM COMMENTARY

Meeting Date: August 11, 2025
Board: Sallisaw Municipal Authority
Subject: Amended Engineer Contract

ITEM TITLE: Discussion and possible action on amended Contract for Engineer Services with Neel, Harvell and Associates, P.C. in the amount of \$750.00; Sanitary Sewer System - Country Club Lift Station project

INITIATOR: Economic Development Director
Assistant City Manager

STAFF INFORMATION SOURCE: Engineer

BACKGROUND: Additional Engineering Services for Sallisaw Municipal Authority Sanitary Sewer System Country Club Lift Station located in Sallisaw, Sequoyah County, Oklahoma.

George Bormann, provided the necessary documentation to OWRB to get a change of scope approved to transfer remaining funds from Drake/ Lenington WSI project to the Country Club Lift Station Project.

* The Sallisaw Municipal Authority (George Bormann) Requested some Contract

Document modification during this funding process of this project w/ OWRB.

* Cecilia Jimenez, Contracted Engineer, Financial Assistance Division w/ OWRB

requested that the SMA replace the standard contract documents w/ the OWRB

/ ARPA forms. These documents were completed and approved by Ms. Jimenez.

After approval, the documents were placed into the contracts books, signed and dated.

* Other items requested by OWRB to meet the ARPA guidelines were as follows:

ODEQ Approved Construction Plans and Permit to Construct

A copy of the Bid Tab Summary - Contractors Bids

Additional Engineering Fee - \$ 750.00

EXHIBITS: 1. SMA Invoices
2. Engr Contr

KEY ISSUES: This fee has been paid, we are presenting for acknowledgment.

FUNDING SOURCE: GL #090-705-57501 - Engineering Services

RECOMMENDATION: Acknowledge amended Contract for Engineer Services with Neel, Harvell, and Associates, PC in the amount of \$750.00

Neel, Harvell & Associates, P.C.

Consulting Engineers and Planners

123 North Oak
Sallisaw, Oklahoma 74955
918-775-7731

DATE INVOICE #

7/11/2025 3715

BILL TO

Sallisaw Municipal Authority
P.O. Box 525
Sallisaw, OK 74955

DUE DATE JOB NUMBER

7/11/2025 24-6826

DESCRIPTION

AMOUNT

Additional Engineering Services for Sallisaw Municipal Authority Sanitary Sewer System Country Club Lift Station located in Sallisaw, Sequoyah County, Oklahoma.

750.00

George Bormann, provided necessary documentation to OWRB to get a change of scope approved to transfer remaining funds from Drake/ Lenington WSI project to the Country Club Lift Station Project .

* The Sallisaw Municipal Authority (George Bormann) Requested some Contract Document modification during this funding process of this project w/ OWRB..

* Cecilia Jimenez, Contracted Engineer, Financial Assistance Division w/ OWRB requested that the SMA replace the standard contract documents w/ the OWRB / ARPA forms. These documents were completed and approved by Ms. Jimenez. After approval, the documents were placed into the contracts books, signed and dated.

* Other items requested by OWRB to meet the ARPA guidelines were as follows:
ODEQ Approved Construction Plans and Permit to Construct
A copy of the Bid Tab Summary - Contractors Bids

Additional Engineering Fee \$ 750.00

P.O. #90780

Total

\$750.00

Neel, Harvell & Associates, P.C.

Consulting Engineers and Planners

123 North Oak
Sallisaw, Oklahoma 74955
918-775-7731

DATE INVOICE #

7/11/2025 3714

BILL TO

Sallisaw Municipal Authority
P.O. Box 525
Sallisaw, OK 74955

DUE DATE JOB NUMBER

7/11/2025 24-6826

DESCRIPTION

AMOUNT

Engineering Services for Sallisaw Municipal Authority Sanitary Sewer System
Country Club Lift Station located in Sallisaw, Sequoyah County, Oklahoma

1,300.00

- * Consultation w/ Contractor
- * Consultation w/ Sallisaw
- * Setup Pay Estimate #1
- * Preconstruction Meeting / Contract Document

Engineering Fee	\$ 31,000.00
Total Billed to Date	\$ 26,800.00
This Invoice	\$ 500.00

Remaining	\$ 3,700.00
-----------	-------------

Inspection Fee	\$ 4,500.00
Total Billed to Date	\$ -0-
This Invoice	\$ 800.00

Remaining	\$ 3,700.00
-----------	-------------

P.O. #90780

Total \$1,300.00

CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this ____ day of **July**, **2025**,
by and between NEEL, HARVELL and ASSOCIATES, P.C. , CONSULTING ENGINEERS,
hereinafter called ENGINEER, and the **Sallisaw Municipal Authority**, hereinafter called the
OWNER.

WITNESSETH, that whereas the OWNER intends to perform certain Improvements to the
SANITARY SEWER SYSTEM
(Country Club Lift Station)

NOW, THEREFORE, THE OWNER AND ENGINEER, for the considerations hereinafter
set forth, agree as follow:

1. THE ENGINEER AGREES to serve as the OWNER'S professional representative in the preparation of the plans and specifications and in the general construction observation of the PROJECT during construction for compliance with these plans and specifications and to provide the following detailed services to the OWNER in connection with the PROJECT.
 - (a) Perform all necessary services regarding the proposed PROJECT to provide preliminary plans and preliminary cost data for the OWNER.
 - (b) Perform the necessary surveys and compile necessary data for use in the design of the PROJECT.
 - (c) Prepare the detailed construction drawings and specifications for the improvements and furnish the OWNER with a set of same, procure the approval of any and all approving agencies having jurisdiction over the PROJECT as directed by the OWNER, procure all necessary permits for construction of the PROJECT, prepare proposal forms, notices to bidders, complete working drawings, specification, and contract documents satisfactory to the OWNER for the effective coordination and execution of the construction work and furnish detailed estimates of cost of the construction utilizing the completed drawings and specification as approved.

CONTRACT FOR ENGINEERING SERVICES - Page Two

- (d) Render assistance in obtaining bids, attend bid openings, analyze bids received, make recommendations as to the lowest and best bidder and render assistance in the award of the contracts.
- (e) Furnish general supervision during the construction phase of the PROJECT which shall include horizontal and vertical control information for the setting of construction stakes, approval of working drawings, preparation of monthly pay estimates and other general administrative work on the PROJECT.
- (f) The ENGINEER shall have the authority to make minor changes during the construction to insure the OWNER that the work will be properly constructed. All extra work must be added by change order and must be approved by the OWNER, the Contractor, and the ENGINEER.

2. THE OWNER AGREES to pay the ENGINEER for the services as described in the preceding paragraphs at the rates as set forth below. These payments constitute complete compensation for the services rendered by the ENGINEER.
The fee shall be as follows:

Preliminary Engineering Fee	\$	2,500.00
Engineering Fee	\$	31,000.00
Surveying Fee	\$	1,500.00
General Inspector	\$	4,500.00
Geotechnical Report	\$	2,500.00
OWRB Grant Revisions	\$	750.00

Total Engineering Fees	\$	42,750.00
-------------------------------	-----------	------------------

Seventy percent (70%) of the Engineering Fee shall be due and payable upon the approval by the OWNER of the plans and specification. The remaining thirty percent (30%) shall be spaced in equal monthly payment over the period of the construction contract.

The OWNER shall pay the cost of all review fees and special tests ordered by him in addition to the above fee.

The OWNER shall pay as additional costs any right of way or easements survey, cost of topographic maps for master planning, including field work necessary for horizontal and vertical control, and any other additional work not covered by the preceding paragraphs of this contract, at the following hourly rates.

CONTRACT FOR ENGINEERING SERVICES - Page Three

Engineer, Principal	\$ 125.00
Engineer, Project	\$ 100.00
Surveying	\$ 325.00
Engineering CAD Technician	\$ 75.00
General Inspection	\$ 50.00
Full Time Inspection	\$ 65.00
CAD	\$ 75.00
Secretary	\$ 35.00
Reproduction & Misc. Expenses	Actual Cost

No deductions shall be made from the ENGINEER'S fee on account of penalties, liquidated damages, or other sums withheld from the payment to the contractors.

3. THE COST OF THE WORK as referred to herein, means the cost to the OWNER, but such cost shall not include any ENGINEER'S or Special consultant's fee or reimbursements or cost of land or right of way, or cost of equipment (not designed or specified by the ENGINEER), or cost of insurance, or the cost of any administrative or legal expense, or special test or review fees authorized by the OWNER.
4. DRAWINGS AND SPECIFICATIONS ARE the property of the OWNER whether the work for which they are made be executed or not.
Sets of plans and specifications will be furnished to the OWNER at his request and without cost to the OWNER other than the direct expense of producing the copies, specifications, blueprints of drawings and the copies of other documents relating to the work which the OWNER may require for his own use of record. Upon completion of the work the ENGINEER will furnish the OWNER with one (1) set of reproducible "As-Built" plans as required by the OWNER.
5. THIS CONTRACT MAY BE TERMINATED by either party upon thirty (30) days notice in writing. In the event that the contract is terminated by the OWNER at no fault of the ENGINEER, the ENGINEER shall be paid promptly for all work performed to the date of termination. If the ENGINEER should default, no payment shall be made to him except for the portion of the work performed which will be of value to the OWNER and which the OWNER decides to purchase.

All completed or partially completed designs, plans and specifications prepared under this contract shall become the property of the OWNER when and if the contract is terminated.

6. THE OWNER AND ENGINEER each binds himself, his partners, successors, executors or administrators and assigns to the other party to this agreement, and to the partner, successors, executors, administrators, and assigns to such other party in respect of all covenants of this agreement. Except as above, neither the OWNER nor the ENGINEER shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other.

CONTRACT FOR ENGINEERING SERVICES - Page Four

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

OWNER:

Sallisaw Municipal Authority
P.O. Box 525 115 E. Choctaw
Sallisaw, Oklahoma 74955

BY: _____
City Manager

ATTEST:

BY: _____
Clerk

ENGINEER:

Neel, Harvell and Assoc., P.C.
Consulting Engineers & Planners
123 North Oak
Sallisaw, Oklahoma 74955

BY: _____
P. Doug Harvell, P.E.

ATTEST:

BY: _____
J. Scott Neel

AGENDA ITEM COMMENTARY

Meeting Date: August 11, 2025
Board: Sallisaw Municipal Authority
Subject: Contract for Electrical Services

ITEM TITLE: Discussion and possible action on Contract for Electric Service between the Sallisaw Municipal Authority and Millison Casting Technology, LLC

INITIATOR: General Manager

STAFF INFORMATION SOURCE: General Manager

BACKGROUND: Given the nature of electric services provided to Millison Casting Technology, LLC, and the the IP-1 Electric Services Rate being set via resolution vs contract as it has been in the past, this contract deals with city and Millison ownership and maintenance/repair responsibilities for the system. It does lay out how the PCA is calculated and what the current rate schedule is AND that it is set by resolution. Millison is currently reviewing the contract and has not notified us that they are in agreement.

EXHIBITS: 1. Millison.Electric.2025.DRAFT

KEY ISSUES:

FUNDING SOURCE:

- Balances the need to provide rates favorable to our industrial customers, while at the same time recovering 100% of the purchase power costs, plus a normal rate of return for the SMA.
- This agreement also allows for Power Costs Adjustment (PCA).

RECOMMENDATION: Approval of Contract for Electric Service between the SMA and Millison Casting Technology, LLC.

SALLISAW MUNICIPAL AUTHORITY CONTRACT FOR ELECTRIC SERVICE

THIS CONTRACT FOR ELECTRIC SERVICE is effective the 11th day of August, 2025 (Effective Date), between the Sallisaw Municipal Authority, P.O. Box 525, Sallisaw, Sequoyah County, Oklahoma 74955, a public trust hereinafter called "the **SELLER**", party of the First Part, and Millison Casting Technology, LLC, 1300 Buddy Spencer Avenue, Sallisaw, Oklahoma 74955, hereinafter called "the **BUYER**" party of the Second Part.

WHEREAS, the Sallisaw Municipal Authority is the electric power provider to Millison Casting Technology, LLC, and

WHEREAS, the Sallisaw Municipal Authority wishes to establish an agreed upon electric rate that assists Millison Casting Technology, LLC in remaining a viable manufacturer in their market and employer in the community of Sallisaw.

WHEREAS, both parties agree that any electric rate or rate adjustments currently in place shall remain in place unless otherwise noted in Attachment A of this agreement or otherwise require change due to any rate or cost adjustments passed to the **SELLER** from the **SELLER's** power provider, the Grand River Dam Authority.

THEREFORE, IN CONSIDERATION of the mutual agreements hereinafter contained, **IT IS AGREED:**

1. **Scope.** **SELLER** will supply electric service to **BUYER**, and **BUYER** shall purchase, receive and pay **SELLER** for such service in accordance with this Contract. **BUYER** shall utilize the **SELLER** as its sole provider of electric power.
2. **On Site Generation by Buyer.** **BUYER** agrees that any on site power generation will be done in accordance with and meet the requirements of Oklahoma state law. The **BUYER** will notify the **SELLER** of plans to build and operate on site power production enabling the **SELLER** to provide any necessary support for the project and the ability to plan for future balancing of requirements across the grid.
3. **Rules, Regulations and Rates.** All ordinances, resolutions, policies, regulations, applicable rate schedules, and rate calculations of **SELLER**, currently in effect, shall govern this service and are incorporated herein by reference. Such ordinances, resolutions, policies, regulations, applicable rate schedules, and rate calculations are subject to change during the term of this agreement as provided by law, existing contracts of the **SELLER** and its electrical power supplier and this agreement between **BUYER** and **SELLER**.
4. **Term.** The term of this Contract shall be **one (1) year(s)** from the Effective Date as stated above.

5. **Service to Premises.** Under this Contract, the **SELLER** shall supply and the **BUYER** shall take and pay for all electric power and energy. The characteristics of the service to be furnished under this Contract are as follows:
- a. Premise location: 1300 Buddy Spencer Avenue
 - b. Voltage and Phase: 12470 / 7200 / 3 phase
 - c. Delivery Point: North side of facility
 - d. Service level: () transmission (x) primary () secondary
 - e. Any equipment or metering devices installed on **BUYER's** premise by the **SELLER**, or the Grand River Dam Authority (GRDA), shall be the property of the **SELLER** or GRDA. **BUYER** shall allow the **SELLER** and GRDA access to its equipment at any time needed.
 - f. The substation located at the **BUYER's** locations shall be the responsibility of the **BUYER**.
6. **Continuity of Service.**
- a. The **SELLER** shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy to the **BUYER** at its point(s) of delivery. Should the **BUYER's** equipment be sensitive to normal line disturbances, single phasing, or other problems, the **BUYER** shall provide corrective measures to control/correct the problem. If the supply of electric power and energy is interrupted or becomes defective through an act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way or any other cause beyond reasonable control of the **SELLER**, the **SELLER** shall not be liable therefore for damages caused thereby. **SELLER** shall give notice to **BUYER**, as soon as commercially reasonable, of impending service interruptions or reductions to cause the least amount of inconvenience to both parties hereto.
 - b. In the event of a disruption of service and/or in an emergency, i.e. a downed tree on the power line, a pole breakage, the **SELLER** will take corrective action within their organic capabilities to affect immediate/temporary repairs. Any long-term or permanent repair and/or repair requiring outside contractor support/execution, i.e. a line breakage, equipment damage, lightning strike on a transformer, the **BUYER** will be responsible for taking corrective action through a licensed contractor.
7. **Service for BUYER's Use Only.** The electrical power furnished the **BUYER** by the **SELLER** is for the exclusive use of the **BUYER** and shall not be resold.
8. **Rate.** The Sallisaw Municipal Authority shall classify the rate used for the **SELLER** as "Industrial Power Contract Rate" (IP-1). The Grand River Dam Authority (GRDA) base rates, Power Cost Adjustment Rates (PCA) and other fees and charges passed to the **SELLER** shall be used to calculate the **BUYER's** billing statement. **BUYER** must note that GRDA rates, fees and other charges are subject to change, and the **BUYER's** rates, fees and other charges will be adjusted as needed. The rate for electrical service shall be calculated as presented in Attachment A of this agreement. In addition to the normal

customer charges, energy charges and demand charges, the following monthly calculations shall also be added to the customers billing statement as needed.

Power Cost Adjustment (PCA): Monthly calculation that allows for the recovery of the Purchased Power Cost (PPC). The PCA Calculations will fully recover the cost of the GRDA PCA power that is charged to the city monthly. The PCA will be calculated based on the GRDA PCA with the city's electric system losses factor applied. The PCA is calculated using the following formula:

- $PCA = A \times (1 + B)$ where
- A = GRDA PCA (\$/kWh)
- B = City's electric system losses factor (%)

9. **Review of Rates.** If the **SELLER's** rates are adjusted by GRDA, the **SELLER** may review the **BUYER's** current rate and determine if an adjustment is necessary to ensure the **SELLER** recovers all costs of delivery of electrical power to the **BUYER** including adjustments for system losses and adjustments for payments in lieu of taxes as paid by other customers. If an adjustment in the rate calculation is warranted, the **SELLER** will notify the **BUYER** of the rate adjustment and the effective date of the adjustment. **BUYER** must note that GRDA may adjust rates, fees and other charges charged the **SELLER** on a monthly basis as allowed by the purchase power contract of GRDA and the **SELLER**. If a change in the calculation method presented in Attachment A is required, **SELLER** shall notify and present the new calculation method to **BUYER** as soon as reasonably possible but not "within" a billing cycle. Changes, if necessary, will be made in the first complete billing cycle after the GRDA rate changes and/or assessment.
10. **Notification of Rate Changes.** **SELLER** agrees to notify **BUYER** of any electric rate adjustments made by GRDA that may affect the rates of the **SELLER** and/or **BUYER**. Notification shall be made by **SELLER** as soon as reasonably practical. **BUYER** and **SELLER** agree to meet as needed to discuss any impending changes in electric rates.
11. **Determination of Demand (KW).** The metered Demand of the **BUYER** for any month shall be the highest average electric load required by the **BUYER** during any 30-minute period of the month measured in KW multiplied by the meter multiplier.
12. **Determination of kWh Usage.** The metered kWh usage of the **BUYER** for any month shall be the cumulative usage from the last meter reading multiplied by the meter multiplier.
13. **Determination of Power Cost Adjustment.** The monthly PCA charge shall be determined by using the formula in Attachment A.
14. **Monthly Billing.** **SELLER** shall calculate the billing for the **BUYER** within the last three (3) working days of each month.
15. **Payment.** **BUYER** shall pay the billing statement by the 20th day of the following month. Failure to pay by the 20th of each month will result in a 10% penalty being added to the account.
16. **BUYER's Equipment.**

- a. The **BUYER**, at its expense, shall maintain and operate its manufacturing or other equipment so that it does not cause unacceptable voltage fluctuations, harmonically related disturbances, overload, or other disturbances on **SELLER's** electrical system, or affect the safe, economical and reliable operation of the **SELLER's** electric system.
 - b. **BUYER**, at its expense, shall immediately correct any such unacceptable use of electric power, including the provision of suitable apparatus to prevent or cure such effects where necessary.
 - c. **BUYER**, at its expense, shall be responsible for the maintenance of the electrical components of their system from the meters to and thru their facilities.
17. **SELLER's Equipment.**
- a. The **SELLER** will maintain all distribution lines and equipment up to and including the meters (with the assistance of GRDA in the case of the meters), ensuring, to the best of its ability, the uninterrupted, even, sufficient, and reliable provision of electricity.
 - b. The **SELLER** will only make repairs beyond the meters per paragraph 6, up to the underground dip pole, beyond which the **BUYER** is completely responsible.
18. **Limitation of Liability.** **SELLER** does not guarantee that service will be free from, and **SELLER** shall not be liable for, interruptions, surges, voltage fluctuations or disturbances. **SELLER** shall have no liability for any loss or damage from any loss of service, or delay in providing service.
19. **Assignment of Contract.** **BUYER** shall not assign this Contract without the written consent of **SELLER**.
20. **Remedies.** In the event of default by either party, the non-defaulting party may pursue any and all judicial and administrative remedies and relief available.
21. **Collection of Additional Costs.** The parties agree that this Contract does not preclude the **SELLER** from collecting any additional costs as directed or authorized by a legislative body, administrative body, or court having jurisdiction over such issues.
22. **Miscellaneous.** This Contract, upon becoming effective, shall cancel and supersede any previously existing agreement covering electric service provided by the **SELLER** to **BUYER**. This document, those documents incorporated by reference, and any attachments constitute the entire agreement between the parties. No modification of this Contract, except as provided in paragraph 2 above, shall be binding unless it is in writing and accepted by both **BUYER** and **SELLER**.
23. This Contract shall be governed by the laws of the State of Oklahoma.

APPROVED by the Sallisaw Municipal Authority this 11th day of August, 2025.

SELLER:
Sallisaw Municipal Authority

By: _____
Ernie Martens, Chairman

Attest:

By: _____
Kim Jamison, Secretary

Approved as to Form:

Jordan Pace, City Attorney

APPROVED by Millison Casting Technology, LLC this ____ day of _____, 2025.

BUYER:
Millison Casting Technology, LLC

By: _____

Name: _____

Title: _____

Attest:

By: _____
Secretary of the Corporation

Attachment A: Calculation of BUYER's Billing Statement

For all billing statements calculated after December 1, 2021, the **SELLER** shall calculate the **BUYER's** billing statement for electrical usage based on the following:

- 1) **Customer Charge:** Base monthly charge for overhead in providing electric power to the customer.
- 2) **Demand Cost:** Obtained by multiplying the Demand Rate times the monthly KW demand used by the **BUYER** during the month. For billing purposes, the monthly demand shall be defined as the highest integrated load during any 15-minute period during the billing month.
- 3) **Energy (kWh) Rate:** The per kWh rate is set by the City of Sallisaw Board of Commissioners as depicted below. This rate is subject to change at anytime during the term of this agreement based on any base rate changes implemented by the Grand River Dam Authority. The rate will not change during a monthly billing cycle and the **SELLER** will notify the **BUYER** of a change for the following billing cycle and a subsequent change in the table below.

IP-1 (Industrial Rate)	Effective October 2024	Effective October 2025	Effective October 2026	Effective October 2027
Customer Charge	\$150.00	\$150.00	\$150.00	\$150.00
Charge per kWh	\$0.0414	\$0.0414	\$0.0414	\$0.0414
Demand Rate per kW	\$12.55	\$13.17	\$13.83	\$14.53
PCA (Power Cost Adjustment)	Monthly Calculation GRDA rate+10% (distribution line loss)			

- 4) **Power Cost Adjustment (PCA):** Monthly calculation that allows for the recovery of the Purchased Power Cost (PPC). The PCA Calculations will fully recover the cost of the GRDA PCA power that is charged to the city monthly. The PCA will be calculated based on the GRDA PCA with the city's electric system losses factor applied. The PCA is calculated using the following formula:
 - $PCA = A * (1 + B)$ where
 - A = GRDA PCA (\$/kWh)
 - B = City's electric system losses factor (%)
- 5) **GRDA Metering Cost:** This is the cost charged by GRDA to the **SELLER** for the demand meter. This is a "pass through" charge to the **BUYER**.
- 6) Sample Billing Calculation:

Example Billing			
	<u>Usage</u>	<u>Rate</u>	<u>Billing</u>
Customer Charge			
Energy Cost	271,000	\$0.0414	\$11,219.40
Demand Cost	796	\$12.55	\$7479.60
PCA	271,000	\$0.0276	\$9,989.80
GRDA Metering Charge		\$600.00/ meter	\$600.00
		TOTAL	\$29,438.80

AGENDA ITEM COMMENTARY

Meeting Date: August 11, 2025
Board: Sallisaw Municipal Authority
Subject: Coordinantion Study

ITEM TITLE: Discussion and possible action on Purchase Order No. 106257, issued to SEL Engineering, Inc. of Pullman, WA, *in an amount not to exceed* \$80,000.00 for a electric coordination study

INITIATOR: Director - Electric

STAFF INFORMATION SOURCE: Quotes

BACKGROUND: This is for a Coordination Study of the electric system to obtain equipment settings for the upgrade of the relays and breakers at the South Substation. We received quotes from Allgeier, Martin and Associates, Inc., Olsson, and SEL Engineering Services, Inc. Staff recommends proceeding with SEL Engineering.

- Allgeier - \$91,500.00
- Olsson - \$150,000.00
- SEL - \$69,405.00 (it was verified that the quoted prices were still good)

EXHIBITS:

1. 034338.000.00 City of Sallisaw Proposal 20250313 Rev00
2. Olsson Agreement
3. Allgeier, Martin & Associates, Inc.
4. PON 106257

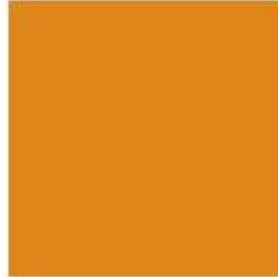
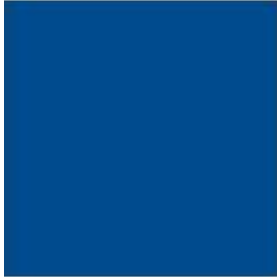
KEY ISSUES:

FUNDING SOURCE: #090-601-55508 - Engineering Fees - \$95,000.00 budgeted

RECOMMENDATION: Approval of Purchase Order No. 106257 *in an amount not to exceed* \$80,000.00.



SEL Engineering Services, Inc.



Proposal for City of Sallisaw

Coordination and Settings

SEL ES Project #: 034338.000.00 (Rev. 00)

Submitted: 13 March 2025

Purchase Orders to be made out to SEL Engineering Services, Inc.

This document, and all information contained herein, is proprietary to SEL Engineering Services, Inc. (SEL ES). Any unauthorized use, distribution, or reproduction of this document (in whole or in part) or of any information contained herein is specifically prohibited. This legend must appear on any authorized reproduction (in whole or in part).

All brand or product names appearing in this document are the trademark or registered trademark of their respective holders. No SEL trademarks may be used without written permission. SEL products appearing in this document may be covered by U.S. and Foreign patents.

SEL products referred to in the proposal are manufactured by Schweitzer Engineering Laboratories, Inc.

City of Sallisaw Contact Information

Blakely Smith

Electric Superintendent

115 East Choctaw

P.O. Box 525

Sallisaw, OK 74955

Email: bsmith@sallisawok.org

SEL ES Contact Information

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Senior Engineering Manager I

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Kenny Barnett

Project Engineer III - Project Manager

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Email: kenny_barnett@selinc.com

Sales Representative Contact Information

Dallas Collins

Technical Sales Engineer

K D Johnson, Inc.

Office: +1.800.215.4955

Cell: +1.918.200.4433

Email: Dallas_Collins@kdjinc.com

Rev.	Issue Date	Notes
00	03/13/2025	Initial issue

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1 Scope of Services

SEL Engineering Services, Inc. (SEL ES) is providing this document in response to request for firm quote, dated 15 January 2025, by the City of Sallisaw. The customer would like to replace existing ABB relaying to SEL-651R Advanced Recloser Relay.

Project Description	Price (USD)
Services – Fixed Fee	
Item 1 - Protection Settings: - SEL ES will provide settings services for eight (8) SEL-651R Advanced Recloser Control. - Develop relay settings for eight (8) relays in ACSELERATOR *rdb format. - Provide Functional Design Specification (FDS) for settings calculations.	\$27,680.00
Item 2 - System Studies: - Perform short-circuit and coordination studies and provide detailed report in .pdf format. - Update the existing system electrical model (ASPEN, ETAP, SKM, etc.), including protective relay information and utility short-circuit duty. - Review coordination of eight (8) relays covered in scope to ensure they operate in the intended sequence to isolate faults using customer provided Software Model.	\$21,322.00
Item 3 - Protection – Commissioning Support Services - SEL ES will provide up to four (4) days of onsite support by one (1) SEL Engineer/Technician at the Customer’s facility in City of Sallisaw, OK. Support will be provided and spread over one (1) mobilization. This includes the cost of travel and related expenses, and the use of the Omicron Arco 500 test set. - SEL ES will complete the following: - Upload setting into SEL-651R2 - Isolation, commissioning, testing, and restoration (ICTR) plan - Relay Omicron Arco 500 test plans - Relay Omicron Arco 500 test reports - Relay Sequence of Events summary - Triggered relay event reports after energization - Relay meter report after energization - As-left relay setting files - Red-marked P&C drawings - Field Service Report	\$20,403.00

– Drawing point-to-point wiring check markups – Customer-specific required training for work at Customer facility – Download as left setting files – Provide in-service readings	
Total Price (Fixed Fee)	\$69,405.00

All quoted prices are exclusive of any sales, value-added, or similar taxes, which will be added, if applicable, at the statutory rate(s) at the time of invoicing.

1.1 Deliverables to Customer

1.1.1 Equipment

SEL ES will not provide any equipment to City of Sallisaw (“Customer”) as part of this proposal.

1.1.2 Documentation

SEL ES will provide the following documentation to the Customer:

- Protection system settings in ACSELERATOR QuickSet® Software database file format including:
 - (8) SEL-651R Advanced Recloser Control
- Functional Design Specification (FDS)/design intent/protection philosophy document
- Relay label template including targets and pushbuttons
- Short Circuit and Coordination report in *.pdf format
- Updated system model (ASPEN, ETAP, SKM, etc.)

Note: All drawings will be provided in AutoCAD format (.dwg) version 2013 unless otherwise noted.

1.2 Deliverables to SEL ES

The Customer will provide the following items to SEL ES:

1. Protective relay part numbers and serial numbers/firmware versions
1. Single-line diagrams, protection & control one-line diagrams, ac/dc schematic diagrams
1. Station phasing diagram
1. Power system rotation information
1. Power system utility short-circuit contribution information
1. Permissible breaker failure times
1. Reclosing shots and times
1. PT or CCVT ratios

1. Customer relay setting philosophy guidelines (for specific application)
1. Customer relay logic guidelines or relay setting go-bys including reclosing, breaker failure, pushbutton functions, special logic, etc.
1. System electrical model in ASPEN, SKM, ETAP, etc.
1. Relay settings for upstream/downstream relay or remote-end station relays
1. For projects involving updates to existing settings because of system changes:
 - a. Existing relay settings coordination studies and settings calculations documentation
 - b. Existing relay settings in ACSELERATOR format
2. For projects involving the development of an electrical system model from customer-provided information and a site survey:
 - a. Transformer size/nameplate
 - b. Cable size/type/length
 - c. Switchgear/circuit breaker rating
 - d. Relays and settings
 - e. Fuse type/sizes
 - f. Disconnect switches
 - g. Low-voltage MCC/panelboard data
 - h. Static loads and motor loads >50 HP
3. Additional information needed prior to beginning work: This should clearly be communicated to the Customer in the proposal phase after PO is received. Customer must be made aware during kickoff meeting that work cannot begin until all information is received.
4. Feeder conductors sizing, Fuse/ Trip saver sizing, and feeder lengths

1.3 Change in Scope

In the event of a change in scope, the contract amount and schedule shall be equitably adjusted. The party identifying a potential change in scope will request the change of scope to the other in writing (fax, email, or letter). SEL ES will identify any budget or schedule impact and submit it for approval. SEL ES will proceed with the work as soon as SEL ES receives written approval, in accordance with established contract provisions.

2 Payment and Work Schedule

2.1 Purchase Order Instructions

We request that the Customer use the following name and address when issuing a Purchase Order (PO).

SEL Engineering Services, Inc.

2350 NE Hopkins Court

Pullman, WA 99163

- Purchase Order must reference SEL standard Terms and Conditions (T&Cs), or previously agreed contract T&Cs.
- Purchase amount must be for full amount of proposed project plus any selected options.
- Purchase Order can be issued to the contact(s) listed in the SEL ES Contact Information section in this proposal.

2.2 Payment Milestones

Milestone Activity	Price (USD)
Services	
1. Receipt of PO	\$20,000.00
2. Submission of Studies	\$11,322.00
3. Submission of Settings files	\$17,680.00
4. Mobilization for Commissioning	\$10,000.00
5. Completion of Commissioning	\$10,403.00
Total Services (Fixed Fee)	\$69,405.00

All quoted prices are exclusive of any sales, value-added, or similar taxes, which will be added, if applicable, at the statutory rate(s) at the time of invoicing.

Unless indicated otherwise in this proposal, the price does not include the cost of any payment, performance, and/or warranty security instrument.

This proposal is valid for 60 days. SEL ES reserves the right to withdraw this offer if mutually accepted credit terms cannot be agreed upon.

2.3 Payment and Credit Terms

If your company does not have established credit terms sufficient to cover this purchase, SEL ES reserves the right to require any of the following: credit information, prepayment, letter of credit, or progress payments prior to acceptance.

Work cannot be initiated until adequate credit terms have been established.

Payment Terms: Net 30 days after date of invoice.

2.4 Schedule

SEL ES will furnish a schedule for engineering, drawings for approval during the kick off meeting after the receipt of a purchase order and agreed-upon terms.

Failure to supply requested information in a timely manner will affect the schedule and will subject the Customer to additional charges as set forth in Section 1.3: Change in Scope. If a project is delayed or suspended, the revised project schedule will be based on present workload and staff availability.

Proposed schedules are based on present workloads and, if applicable, material and equipment deliveries. The schedule may change depending upon the start date and the impact of work that may be awarded to SEL ES between the date of this proposal and the date of the award.

Schedule is subject to acceptable payment and credit terms.

The schedule will be equitably adjusted in the event of changes in scope or in the event of delays attributable to the Customer or Customer's separate contractors, unforeseen conditions, or causes beyond the control of SEL ES.

2.5 Suspension, Work During Disputes, and Termination for Convenience

1. SEL shall proceed with the performance of the Project; provided, however, SEL may suspend its performance of the Project if:
 - a. A dispute arises between the Parties, and the dispute must be resolved to properly proceed with the Project, including, but not limited to, a dispute regarding the scope of SEL's work;
 - b. Customer fails to timely pay SEL all undisputed amounts arising from any contract between SEL and Customer;
 - c. Customer becomes insolvent, is placed into receivership, becomes the subject of proceedings under the laws relating to bankruptcy, or admits in writing to its inability to pay its debts as they become due;
 - d. For thirty (30) days or more the Customer fails to provide information or access necessary for SEL to complete the Project or the Customer has not responded to a request by SEL about such information or access;
 - e. Customer fails to provide a safe work environment; or
 - f. Customer, in writing, directs SEL to suspend performance of the Project.
2. If SEL suspends performance of the Project in accordance with this section, then:
 - a. SEL shall have no liability for any damages due to such suspension, including, but not limited to, delay damages;
 - b. The Parties shall, in writing, agree upon a revised schedule for SEL to perform the Project once the suspension ends;

- c. Customer shall pay SEL for labor completed prior to the suspension, which shall be based on hours incurred and billed at the contracted rates or, if none stated, at current SEL billing rates;
- d. Customer shall pay SEL for all materials procured prior to suspension for panels and products, if applicable, which shall be billed at contracted rates or, if none stated, at actual cost-plus fifteen percent (15%);
- e. Customer shall pay SEL for all other expenses incurred by SEL prior to the suspension, which shall be billed at the contracted rates or, if none stated, at actual cost-plus fifteen percent (15%);
- f. If SEL demobilizes, then Customer shall pay SEL a demobilization fee of the greater of Ten Thousand Dollars (\$10,000) or ten percent (10%) of the Agreement price;
- g. If SEL remobilizes after one hundred eighty (180) days of the initial date of suspension, then SEL shall evaluate the remaining scope of work, and negotiate a change order to account for changes to price and/or the schedule; and
- h. If SEL's performance of the Project is suspended for sixty (60) days or more, then either Party may immediately terminate this Agreement upon written notice to the other party.

3 Clarifications and Exceptions

SEL ES developed the scope of work, schedule, and price based on the information provided to us as listed in this proposal. Should additional or changed work be required, including such work resulting from unusual conditions or for any other reasons that are not evident from the information provided, changes to the price or schedule may result.

SEL ES will assign a project manager to the project. The project manager will oversee and maintain the schedule within SEL ES. The project manager will also be the point of contact with the Customer in order to maintain a smooth flow of information.

For safety reasons, SEL ES service personnel will not plan to work more than ten (10) hours per day. Should job requirements dictate work hours in excess of ten (10) hours per day, SEL ES and the Customer must review the requirements and agree on an appropriate plan that addresses safety concerns and the reasonableness of the hardship that the excessive hours place on SEL ES personnel.

3.1 Clarifications

SEL provides the following clarifications in a sincere effort to ensure we have a common understanding with our client. It is not intended to deflect or reduce our commitment to serving the client. On the contrary it is meant to ensure we have a truly common understanding of our scope of supply. Please read the clarifications carefully. SEL remains open to working with the client to adjust, should there be a disconnect in our mutual understanding.

1. SEL ES is not offering physical installation services as part of this scope.
2. Wiring is not included in this scope of work.
3. The signed and approved Functional Design Specification (FDS) supersedes any proposal, specification, or other preliminary design documents.
4. The detailed design, programming, configuration, etc., process of the project will not start until after the FDS is signed and approved by the Customer.
5. No site verification of existing wiring is considered. Supplied drawings are assumed to be correct.
6. The Customer will assist in obtaining all required information and act as the point of contact until all information is received and validated from all equipment vendors.
7. SEL ES will perform this project work based on the information and data provided by the Customer. Subsequent design revisions after SEL ES starts the project may require a change order for additional costs and may affect the final deliverables schedule.
8. Unless indicated otherwise in this proposal, the price does not include the cost of any payment, performance, and/or warranty security instrument.
9. If the Customer does not meet credit requirements, SEL ES will require a letter of credit, a bank guaranty, or a bond in the amount of the project value or prepayments for each milestone. This guaranty or bond will be at the Customer's expense and shall be valid for the life of the project. In the event an unpaid or past due amount exists at 30 days before the expiration of the guaranty or

bond, then the Customer shall provide a replacement guaranty or bond prior to the expiration of the original guaranty or bond.

10. The Customer will provide all protective element set points for the existing ABB relay settings. If these are not available, SEL ES will use standard SEL ES templates to develop relay settings. The cost to develop custom logic or settings is not included in this scope.
11. SEL ES assumes that the relay coordination and other protective set points for devices upstream and downstream of this project are correct. The verification of these data is not included in this scope of work.
12. Commissioning schedule will be based on availability of staff at the time the outage dates are confirmed and locked in. Commissioning will not be scheduled on holidays, weekends, or outside standard dayshift work hours.
13. Unless otherwise stated above, the SEL ES commissioning scope of work considers testing of SEL equipment only.
14. Testing of relay settings is not included in this quote.
15. If onsite commissioning support is provided as part of this proposal, SEL ES engineers will work under the direction of the Customer's engineer and will assist with technical issues that arise during commissioning.
16. The Customer shall provide a senior electrician, or otherwise qualified person, to assist with commissioning activities on site. This would include:
 - a. Assistance with point-to-point testing to verify correctness of wiring
 - b. Assistance with wiring corrections if any errors are encountered
17. It is required that the installation of the SEL devices and other equipment under the scope shall be complete prior to arrival of SEL ES personnel for onsite commissioning. Delays associated with incomplete or incorrect installation or the site not being ready when the SEL ES commissioning team is mobilized shall be billed to the client as per actual. SEL ES will prepare the commissioning plan and submit it to the Customer for review and approval. The Customer must approve the commissioning plan at least two (2) weeks in advance of SEL ES arriving at the site.
18. FAT and SAT are conducted only after the approved FAT and SAT procedures are signed by the Customer.
19. The Customer will perform all lock-out tag-out (LOTO) switching, grounding operations, and create all required switching orders and LOTO work permits.

3.2 Onsite Commissioning Services

SEL ES personnel performing onsite commissioning and testing support will:

Adhere to both Customer- and SEL ES-required operational and **safety** processes and procedures. SEL ES personnel will execute safety expectations to the more rigorous of either the Customer or SEL ES safety requirements. The minimum SEL ES safety expectations include:

- a. Use personal protective equipment (PPE), including Category 2 arc-rated (AR) flame-resistant (FR) clothing, safety glasses, ear plugs, hard hat, and safety toe protective footwear.
- b. Perform daily tailboard meetings. If site conditions change unexpectedly, a subsequent tailboard meeting shall be performed.
- c. Limit SEL ES employees' arc-flash energy exposure to 8 cal/cm² (see Note 1).
- d. Prohibit SEL ES employees from working with asbestos-containing material (see Note 2).
- e. Follow Customer notifications to SEL ES personnel concerning any special safety training, prior to onsite commissioning and testing activities (training time shall apply to onsite support time).

Perform all work activities using the SEL **human performance** tools, as applicable. The SEL human performance tools will include, but are not limited to:

- f. Stop-work authorization. Initiate a stop-work and/or time-out when conditions change or abnormal situations or discrepancies arise.
- g. Three-part communications.
- h. Flagging, taping, signage, and barriers.
- i. Independent verifications and/or reviews of critical steps in the evolution of work.
- j. Performance of place-keeping methods to maintain tracking of critical steps.
- k. Performance of pre-job briefing and walkdown before working on active control schemes, including breaker failure, local and remote breaker backup, transfer trip schemes, remedial action scheme activation, etc.

Participate in and execute **energy control** processes as required by the Customer and as stipulated in the SEL ES commissioning procedures. The minimum energy control expectations include:

- l. Development of an SEL ES-written testing and commissioning plan, according to the scope of this proposal.
- m. Review and perform a walkdown inspection of applicable energy control boundaries (lockout/tagout [LOTO]). Verify the installation and/or closure of any installed safety grounds and/or switches and open points. Ensure that tagging is in place and/or controlled by the Customer's designated authority (dispatch) (see Note 3).
- n. Sign on to the Customer's clearance order or permitting processes and subsequent release from clearance when the work evolution ends.

Provide **site leadership**, direction, and Customer collaboration and communications during the job-site work execution, equipment testing, wiring verifications, and equipment energizing. The site leadership will encompass the following:

- o. Verification and/or validity of "Issue for Construction" engineering documentation.
- p. Technical supervision of crews performing demolition and wiring activities.

- q. Management of sequencing of testing activities according to the preapproved testing and commissioning plan.
- r. Performance of wire checks and circuit verifications.
- s. Execution of primary current injection testing.
- t. Execution of secondary current injection testing.
- u. Management of the energization and testing of control schemes and protective relays.
- v. Performance of the verification of settings and configuration files.
- w. Preparation of documentation of commissioning events.
- x. Communication of regular/daily Customer updates regarding the site status and/or progress and the equipment configuration.
- y. Assumption of responsibility for all work activities performed under the SEL ES scope of this proposal. Unexpected outcomes including equipment issues, product defects, and safety or human performance issues will immediately initiate a stop-work time-out and the Customer and SEL ES leadership must be engaged.
- z. Responsibility to provide Customer support for emergent or emergency situations not directly associated under the SEL ES scope of this contract.

If an emergent or emergency situation arises with the Customer's equipment (e.g., load at risk or load lost), and Customer assistance is needed, SEL ES personnel will assist and/or advise the Customer with respect to the remediation of the emergent or emergency situation without a preapproved testing plan. During the emergent or emergency situation, SEL ES personnel will work under the direction of the Customer and will be available in a technical support role only.

Note 1: Electrical outages (controlled through LOTO or other clearance processes) should be considered to eliminate risk of employee exposure to arc-flash incident energy. If the normal incident energy is above 8 cal/cm², SEL ES will work with the Customer to evaluate the options to reduce fault current and fault current clearing times, including creating temporary settings changes to speed up protection, opening tie breakers, and other incident energy reduction techniques. If an arc-flash study is required to determine the incident energy level, SEL ES will provide a proposal to do this work under a separate contract.

Note 2: SEL ES employees will not perform any work activities on asbestos-containing material or presumed asbestos-containing material within the work zone that will be disturbed during normal work activities or material that is already in a friable state, until a negative test result is received from a certified laboratory verifying the absence of asbestos in the workplace. If a positive result is confirmed indicating that any hazardous material is present, no work activities shall commence or resume without complete remediation by qualified contractors. It will be the responsibility of the equipment and/or asset owner to mitigate any identified and verified asbestos hazards.

Note 3: SEL ES personnel do not provide services for switching of the Customer's primary equipment to establish LOTO and/or clearance orders. The Customer must provide qualified personnel for switching primary equipment to establish primary LOTO and/or clearance zones for commissioning and testing activities.

3.3 Relay Setting Service

Relay settings will be selected to maintain coordination, to the extent that it is practical to do so. If system coordination cannot be maintained, SEL ES will work with the Customer to determine the best course of action. Any fault study developed or performed will be limited to that as defined under Section 1: Scope of Services. Adjacent substations and equivalent systems within one line segment of the study area will be included to verify coordination. All pertinent fault and relay data are to be provided by the Customer in a timely manner. Remote substation relay settings, evaluation, and recommendations are beyond the scope of this project.

Relay settings and supporting documentation are provided by electronic means. The documents include relay settings, supporting calculations, pertinent fault study results, and overcurrent coordination curves, as required in Microsoft Word or Adobe Acrobat format. In addition, these documents will also include settings for all SEL relays in an ACSELERATOR QuickSet® SEL-5030 Software database to facilitate setting the relays.

3.4 Cybersecurity – Project Passwords

To maintain security during the processes of engineering, fabrication, factory tests, shipment, delivery, onsite testing, and commissioning, the electronic devices in this system are assigned project passwords. They are specific to this project and are controlled at SEL ES on a strict need-to-know basis.

As part of the final deliverables from SEL ES, the Customer will receive documentation identifying the project passwords in each of the delivered products. SEL ES recommends that the Customer change the project passwords to Customer-defined passwords upon receipt of their products.

SEL ES policy is to change passwords; however, SEL ES will follow the Customer policy regarding passwords as advised.

4 SEL ES Safety Program

4.1 Safety

SEL ES is committed to the safety of its employees and Customers, and our employees practice work rules to ensure compliance with industry standard safety methods and federally mandated requirements.

SEL ES safety metrics include:

- ORIR (OSHA Recordable Incident Rate): 0.33 year-ending 2023.
- DART (Days Away [from work], Restricted, and Transfer): 0.00 year-ending 2023.

4.1.1 SEL Human Performance

SEL ES project procedures are designed to highlight human performance improvement (HPI) error precursors and implement tools to place barriers against hazards encountered in engineering work and in the field. HPI tools that are built into the daily work of SEL ES engineers include, but are not limited to:

- Peer-check requirements
- Questioning attitude
- Stop work
- Policy adherence
- Effective communication strategies
- Documentation of good catches and near misses
- Participation in surveys and questionnaires to obtain feedback

4.1.2 Qualified Electrical Worker Training

Employees shall complete SEL Qualified Electrical Worker (SQEW) training to work in the field. The two-day course is comprised of section competencies measured through quizzes. The second day, employees collaborate, respond to real-life scenarios encountered in the field, and teach the class their evaluation. SQEW training covers:

- National Fire Protection Association (NFPA) 70E®
- Shock and arc-flash hazards and approach boundaries
- Risk assessment
- HPI tools and applications
- PPE in accordance with the Occupational Safety and Health Administration (OSHA) and NFPA 70E
- Substation equipment, entry, and protocols

- Step and touch potential
- Control of hazardous energy (LOTO)
- Electrically safe work conditions
- Situational awareness
- Project Safety Plan
- Daily Tailboard
- Energized Electrical Work Permit
- Stop Work Procedure
- Other electrical safety topics

4.1.3 SEL Field Safety Manual Training

The scope includes all SEL employees who visit Customers' sites to perform work in which the job may expose them to physical, mechanical, electrical, chemical, or radiological hazards. SEL ES complies with all local, state, and federal laws, as well as with other regulations relative to the methods of performing work. The contents meet or exceed the requirements of OSHA regulations and NFPA 70E.

4.1.4 Commissioning Qualification

Commissioning personnel are qualified within their area of expertise (i.e., automation, protection) and progress with greater levels of authority based on hands-on performance, demonstration of knowledge in each competency, and by final qualification via a review panel process and supervisory evaluation.

4.1.5 Event Reporting and Investigation

SEL ES has a robust event reporting and investigation program to collect safety data from employees when hazards or potential hazards are encountered while working. The goal is to proactively educate employees, create awareness, and put barriers against hazards in place to improve safety performance. A communication program provides information to employees regarding the good catch/near miss and allows discussion as to why they are important to safety performance.

5 Project Quality Plan

SEL maintains a documented quality system that meets the requirements of ISO 9001.

SEL ES strives to design, develop, and deliver dependable, quality solutions that exceed Customer expectations by applying the example SEL ES Project Procedure illustrated in Figure 1. The procedure and subordinate work instructions encompass a sequential, phase-gate design process that is tailored to the specific scope of the project. The primary goal is to design in quality from the beginning of the project. Time spent early on to ensure that the Customer's project requirements and the design basis are correct saves time and effort in later phases for the Customer, the project team, and others involved.

The SEL ES Project Procedure for a typical project has phases for planning, definition, development, testing/validation, commissioning, and close out. Detailed design reviews of requirements and deliverables by competent technical reviewers from SEL ES authorized reviewer lists ensure the quality of deliverables. Testing and validation processes prove the performance of the solution for the Customer's application.

The Customer has an important role in the process. Throughout the project, SEL ES will communicate project status and provide opportunities to define requirements, review deliverables, and provide feedback on SEL ES performance. Additionally, when Customers define hold/witness points or approval requirements, SEL ES will include the requirements in its detailed project plans to guarantee compliance.

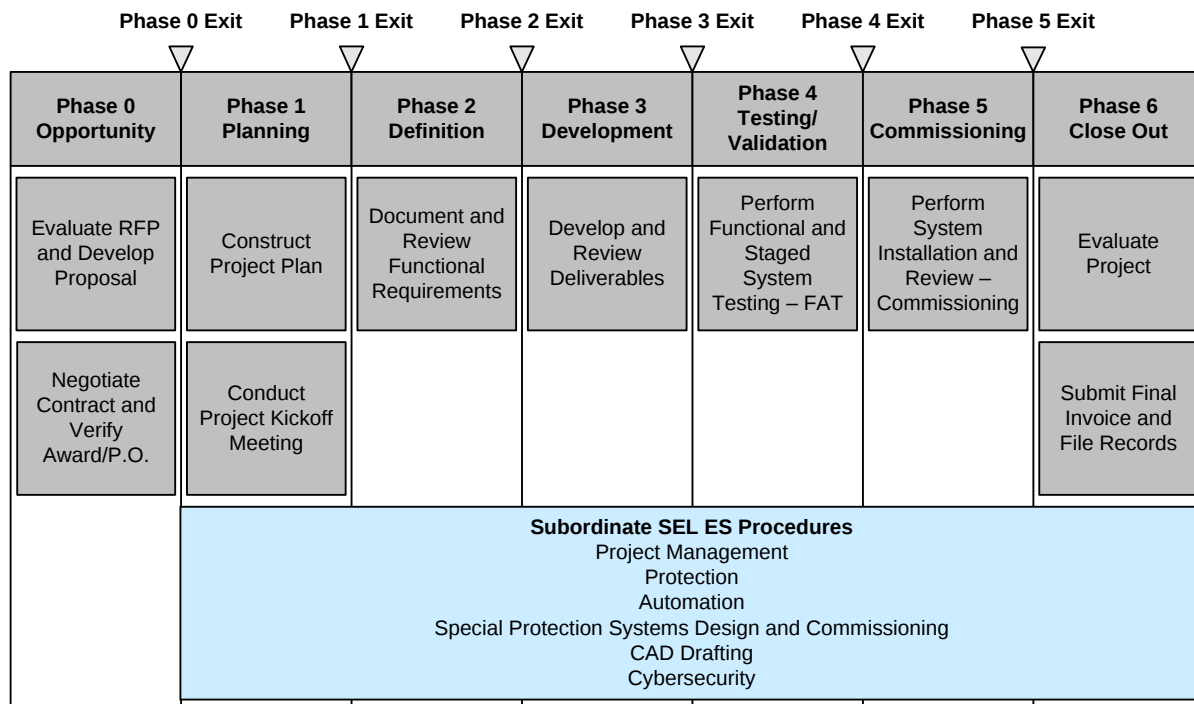


Figure 1: Example SEL ES Project Procedure Diagram

6 SEL ES Terms and Conditions

To accept this proposal and attached terms, please return this sheet, signed and dated. All purchase orders shall be issued to **SEL Engineering Services, Inc.**

City of Sallisaw (“Customer”)	SEL Engineering Services, Inc. (“SEL ES”)
115 East Choctaw	2350 NE Hopkins Court
P.O. Box 525	Pullman, WA 99163
Sallisaw, OK 74955	USA
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Contract Information (to be completed by client):

Contract Amount: \$ _____	Client PO/ Reference/Contract#: _____
Ship To Address: _____	
Bill To Street Address: _____	
Bill To Email Address: _____	

1. Applicable Terms and Conditions. These terms and conditions (“Terms”) and the SEL Proposal constitute the entire agreement between Customer and SEL Engineering Services, Inc. (“SEL”) with respect to the Project. “Project” means the project described in the attached Proposal. These Terms supersede any prior or contemporaneous, verbal or written, agreements, negotiations, commitments, representations, or correspondence between the parties, including any terms and conditions on any purchase order form. All sales are expressly limited to these Terms and are conditional on Customer’s assent to these Terms. SEL hereby expressly rejects any representation, express or implied warranty, course of performance or dealing, trade usage or any different or additional terms and conditions not set forth herein unless expressly agreed to in writing and signed by an authorized officer of SEL. Any Schweitzer Engineering Laboratories, Inc. (“SEL, Inc.”) products purchased in conjunction with the Project shall be subject to the then-current SEL, Inc. product sales terms, which are available at SEL’s website at www.selinc.com/termsandconditions/unitedstates and incorporated herein by reference. Training provided by SEL University is governed by the SEL University Terms and Conditions posted on SEL’s website at www.selinc.com/termsandconditions/seluniversity/.

2. SEL Responsibilities. SEL shall furnish the necessary engineers and technicians to provide the engineering services set forth in the Scope of Services. The professional obligations of SEL’s design professionals shall be undertaken and performed in the interest and on behalf of SEL in accordance with applicable laws and regulations governing such design professionals and generally accepted engineering practices prevailing in the jurisdiction where the Project is located. Nothing contained in these Terms shall create any professional obligation or contractual relationship between the individual professionals and Customer. SEL shall assist Customer in obtaining any necessary approvals of professionally-sealed drawings, and shall assist Customer in obtaining necessary approvals from governmental authorities having jurisdiction over the Project.

3. Customer Responsibilities. Customer shall provide SEL with full information regarding the requirements for the Project, and SEL shall be entitled to rely on such information. Any tests, data of any kind or reports of Customer’s other consultants or independent contractors shall be furnished with reasonable promptness and SEL shall be entitled to rely upon their sufficiency, accuracy, and completeness without further inquiry. Customer shall provide all information requested by SEL relating to the Project expeditiously and shall render decisions pertaining thereto in order to avoid delay in the orderly progress of the design and construction of the Project. Failure to comply with this requirement may result in additional costs and delays, which shall be Customer’s sole responsibility. Customer will ensure that SEL’s personnel or representatives are provided a safe and secure work environment at all times while they are on site to enable work to be carried out. SEL may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from the site, suspend performance, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. Customer shall reasonably assist in any such evacuation.

4. Changes and Delays. Changes in scope or modification of Services will result in the contract amount and schedule being equitably adjusted. SEL is not obligated to proceed with any change until both parties agree upon such change in writing. SEL shall be entitled to an equitable adjustment in the

price and schedule in the event of any changes in the law or engineering standards impacting SEL's obligations or performance under this Agreement. Any order delayed at Customer's request shall be subject to the prices and Terms in effect at the time of release of such delay. Any such order delayed beyond a reasonable period (as determined in SEL's sole discretion) shall be treated as a Customer termination, and Customer shall be responsible for payment of all outstanding invoices, any actual costs incurred up to the date of termination and a 20% cancellation fee on the remaining unbilled balance. When Products are ready for shipment and shipment cannot be made due to Customer's request, SEL shall submit an invoice for such Products payable upon receipt thereof and shall store such Products on Customer's behalf. In such event, risk of loss shall pass to Customer upon moving such Products to storage, and all expenses incurred by SEL in connection with such storage, including without limitation demurrage, cost of preparation for storage, storage charges, insurance (if SEL chooses, at its sole discretion, to purchase such insurance) and handling charges, shall be payable by Customer upon submission of invoices by SEL.

5. Prices, Taxes and Payment Terms. Customer must meet the then-current SEL credit requirements to purchase on credit. Customer shall pay SEL in accordance with the agreed upon Proposal. Payments terms are net thirty (30) days from date of invoice if credit is approved. All invoices shall be deemed accurate unless Customer advises SEL in writing of an error within 10 days following receipt. If Customer advises SEL of an error, (i) any amounts corrected by SEL shall be paid within 14 days of correction or within 30 days of the original invoice date, whichever is later, and (ii) all other amounts shall be paid by Customer by the original due date. If Customer requires SEL to use a specific system or tool to process regular business transactions (e.g. invoices, shipment notifications, purchase orders), SEL may charge Customer for any transaction, setup or subscription fees charged to use the system or tool. SEL may suspend work or cancel any outstanding order if Customer fails to make a payment when due and until such payment is made and may impose a late charge of 1.5% per month or the highest applicable rate allowed by law on all amounts not paid when due. SEL shall not be liable for any liquidated damages if SEL suspends work due to the Customer's late payment or credit issues. If an order is cancelled because of credit issues or late payments, SEL shall be entitled to receive payment of all outstanding invoices, any actual costs incurred to date, and a 20% cancellation fee on the remaining unbilled balance ("Cancellation Charges"). Prices are exclusive of any taxes. If Customer claims a tax or other exemption or direct payment permit, Customer will provide a valid exemption certificate or permit prior to invoicing and will indemnify, defend and hold SEL harmless from any taxes, costs and penalties arising from the same. If Buyer does not provide a valid exemption certification or permit prior to invoicing, Buyer shall be responsible for paying or seeking reimbursement for the taxes invoiced. Any payment made by Customer may be applied to amounts due before being applied to current orders, at SEL's sole discretion. Notwithstanding the foregoing, Customer's failure to pay amounts due shall be deemed a material breach of these Terms, and any acceptance by SEL of late payments shall not be deemed a waiver of such breach. To the extent allowed by law, SEL shall be entitled to recover all costs incurred in collecting amounts due from Customer, including without limitation legal fees and other costs (including without limitation disbursements).

6. Intellectual Property. SEL retains all its intellectual property rights. All documents, designs, drawings, plans, specifications, and other work product (collectively "Work Product") prepared by SEL in performing the Project shall not be deemed "works made for hire" for Customer. To the extent that any such Work Product prepared by SEL while performing the Project is integrated into the Project, SEL hereby grants Customer a perpetual, worldwide, non-exclusive, non-transferable, personal, revocable, limited license to use, copy and modify such Work Product for internal business purposes only. SEL's Work Product and/or designs for other projects shall not be used for any purpose except the applicable Project without first obtaining SEL's written consent. Customer agrees to indemnify, defend and hold harmless SEL and all related parties from and against any unauthorized use or reuse of Work Product furnished by SEL, and any changes made by Customer or others relating to design documents produced by SEL.

7. Use of Confidential Information. In the performance of the Project and/or these Terms, a party may receive documents, materials, data and other confidential information of the other party or its affiliates. The receiving party shall use confidential information solely in performance of the Project and any resulting business transaction between the parties. The receiving party shall use at least the same degree of care (and, in any event, not less than a reasonable degree of care) in protecting the disclosing party's confidential information as it exercises in protecting its own similar confidential information. Confidential information shall be subject to these Terms for three (3) years following receipt of such confidential information. Confidentiality obligations shall survive the termination of these Terms.

8. Warranties and Limitation of Liability. SEL shall perform the Project in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. SEL shall reperform (or, at SEL's option, pay a third party to reperform) any defective services at no cost upon receipt of notice detailing the defect(s) within one (1) year of performance of the original services. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, VERBAL, OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE). In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall SEL liability to Customer or its insurers for any (i) loss or damage exceed the contract price or (ii) if Customer places multiple order(s) under the contract, the price of each particular order for all claims arising from or related to that order, and any liability shall terminate at a reasonable time, not to exceed one (1) year, after provision of services. No claim, regardless of form, arising from these Terms may be brought more than one (1) year from the date such claim accrues. Claims against SEL are hereby agreed to have accrued not later than the completion of the Project, notwithstanding any laws to the contrary. In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall SEL be liable for any special, incidental, consequential or punitive damages, including without limitation any loss of profit or revenues, loss of use of associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime costs or claims of Customer's customers for such damages. Customer shall indemnify, defend and hold harmless SEL and all related parties from and against any claims, demands, causes of action, losses, costs and expenses, including without limitation legal fees and other costs, arising directly or indirectly from, as a result of or in connection with the acts or omissions of Customer, its officers, employees, agents or representatives, relating to the Project and/or these Terms, including without limitation any defect or failure or alleged defect or failure in or of any Customer product or operation. Remedies are limited to those set forth in these Terms.

9. Termination. Customer may terminate these Terms upon ten (10) business days written notice to SEL in the event the Project is abandoned or otherwise terminated prior to completion. If such termination occurs, Customer shall pay SEL for Cancellation Charges. Customer may terminate the Project if SEL defaults or persistently fails or neglects to perform services in accordance with these Terms. However, such termination is permitted only

if Customer provides written notice setting forth the default and SEL fails to begin to correct the default within ten (10) business days after receipt of such notice.

10. Dispute Resolution. The laws of the State of Washington, United States of America, excluding conflict of laws principles, shall govern these Terms. Any controversy or claim arising out of or relating to these Terms or the breach thereof shall be settled by binding arbitration administered by the American Arbitration Association in accordance with the Procedures for Large, Complex Commercial Disputes under the Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be Seattle, Washington, United States or another location agreed upon by the parties. The language of the arbitration shall be English. The prevailing party to any dispute shall be entitled to recover legal fees and other costs (including without limitation disbursements, collection costs and the allocated cost of in-house counsel).

11. Insurance. SEL shall maintain for its protection the following insurance coverage: (i) Worker's Compensation, Employer's Liability and other statutory insurance required by law with respect to work related injuries or disease of employees of SEL in such form(s) and amount(s) as required by applicable laws; (ii) Automobile Liability insurance with a combined single limit of \$1,000,000 per occurrence; and (iii) Commercial General Liability or Public Liability insurance for bodily injury and property damage with a combined single limit of \$2,000,000 per occurrence, \$4,000,000 annual aggregate. Upon request, SEL will provide a certificate of insurance reflecting such coverage.

12. Export. Customer acknowledges that all commodities, software, or technology (collectively "Items") provided by SEL are subject to US export jurisdiction and agrees to comply with all applicable import and export laws, rules, and regulations regarding the transfer of any such Items, including but not limited to, the US Export Administration Regulations 15 C.F.R. Parts 730-774. Customer shall obtain prior authorization from the U.S. Department of Commerce or any other applicable government entities prior to the export, re-export, transfer, diversion, or disclosure any Items provided hereunder, or any direct product thereof, to any destination, end-use or end-user which is restricted or prohibited by US or other applicable laws. Customer also agrees to comply with US anti-boycott laws and regulations when exporting Items.

13. Miscellaneous. Any notice pursuant to these Terms shall be deemed given when sent by registered mail, certified mail (return receipt requested), or overnight delivery to an authorized officer at the address listed on the SEL sales order acknowledgment or, if no such address is provided, at the registered headquarters of the other party, or when faxed to 1-509-336-7920 or emailed to legal@selinc.com (receipt confirmed). All rights and duties hereunder shall be for the sole and exclusive benefit of Customer and SEL and not for the benefit of any other party. The assignment or transfer by Customer of any rights or duties hereunder without prior written consent of an authorized officer of SEL shall not relieve Customer of any obligations to SEL. SEL may perform its obligations hereunder personally or through one or more of its affiliates, although SEL shall nonetheless be solely responsible for the performance of its affiliates. SEL may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign accounts receivable to any party without Customer's consent. Customer agrees to execute any documents necessary to complete Seller's assignment or novation. SEL may subcontract portions of the work so long as SEL remains responsible for the work. Customer shall notify SEL immediately upon any change in ownership of more than fifty percent (50%) of Customer's voting rights or of any controlling interest in Customer. No failure or delay by either party in exercising any right or remedy, or insisting upon strict compliance by the other party with any obligation in these Terms, shall constitute a waiver of any right thereafter to demand exact compliance with these Terms. The invalidity, in whole or in part, of any provision in these Terms shall not affect the remainder of such provision or any other provision and, where possible, shall be replaced by a valid provision that effects as close as possible the intent of the invalid provision. No party shall be liable for failure to perform or delay in performance of any obligation under these Terms (except payments of amounts already due and owing) where such failure or delay results from any events beyond its reasonable control.



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

4/4/2025

Sallisaw Municipal Authority
Attn: Blakely Smith
115 East Choctaw, PO Box 525
Sallisaw, OK 74955

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Electrical System Study (the "Project")

Dear Mr. Smith:

It is our understanding that Sallisaw Municipal Authority ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, any exhibits attached hereto and Olsson's General Provisions (all documents constitute and are referred to herein as the "Agreement") for the Project.

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. Client acknowledges that it has reviewed any exhibits attached hereto and the General Provisions, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: Electrical System Study or as more specifically described in "Scope of Services" attached hereto. 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: June 1, 2025

Anticipated Completion Date: January 15, 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

Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services, and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed \$150,000. It is understood that Client may have portions of a plan in some form that can be reviewed and included into the Master Plan. In those cases, the fees associated will be less than expected.

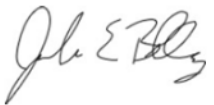
TERMS AND CONDITIONS OF SERVICE

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 Blakely Smith.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson via email: jbradley@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 

Jacob E. Bradley, PE

By 

Bryan Parkhurst, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

Sallisaw Municipal Authority

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

Scope of Services

Standard Labor Rate Schedule

Reimbursable Expense Schedule

General Provisions



Scope of Services Electrical System Study

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated April 4, 2025 between the Sallisaw Municipal Authority ("Client") 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: Sallisaw, OK

Project Description: Electrical System Study

Sallisaw Municipal Authority has requested Olsson to perform a system wide study of their 8 distribution circuits and their protective elements. The purpose of the study is to be able to properly develop recloser settings inside of the substations for normal operations and contingency operations. Those contingency operations are times where circuits are tied together between substation reclosers. Additionally, a coordination study will be developed for proper fuse installations along the feeder lines.

SCOPE OF SERVICES

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

Phase 100: Project Management:

Task 101 – Project Management

- 1.1 Olsson will provide a Project Manager (PM) to oversee the project scope, schedule, budget, team resources, and communication with respective parties/stakeholders involved with the project to ensure proper execution of the work.
- 1.2 Olsson will conduct a project initiation kickoff meeting via Microsoft Teams, or similar, with stakeholders to refine the project scope, review the project site, identify specific goals, determine the inspection area, establish a schedule for completion, and establish channels of communication.

- 1.3 Olsson will conduct three project progress meetings via Microsoft Teams, or similar, with the client. This will allow Client to determine if changes to the master plan would be required.

Phase 200: System Study

Task 201 – Studies:

- 2.1 **Creating System Model** – Olsson will create a system model using CYMEDIST, based on GIS data received from Client.
- 2.2 **Load Balance Study** – Olsson shall perform an estimated load balance study for any new proposed load connections. The number of proposed load connections will be limited to the amount of budget available to perform the analysis.
- 2.3 **Voltage Drop Study** – Olsson shall perform voltage drop studies for normal and abnormal conditions.
- 2.4 **Coordination Study** – Olsson will develop settings for up to 8 substation recloser relays for normal and abnormal conditions. The above studies and models will be required for this section. Relay settings will be developed assuming SEL relays.

Task 202 – Site Visits

- 2.5 Olsson will perform up to 3 site visits to confirm field information matches GIS information and to gather data regarding existing relay settings.

Clarifications and Assumptions

- 1.1 Olsson assumes Client has or will have their distribution conductor sizes, fuses, transformers, etc. located in a geodatabase file that can be provided to Olsson.

Deliverables

The following items will be submitted to the Client:

- **Electrical System Study Report in PDF format and 5 Printed Copies.**

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 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 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.

EXHIBIT A
Billing Rate Schedule, Olsson Services
2025 Labor Rates

Category	Description	Range Per Hour	
Coordinators and Specialists	Administrative Assistant/Coordinator	\$51	\$97
	Administrative Manager/Specialist	\$83	\$142
	Senior Administrative Coordinator	\$72	\$135
	Senior/Project Coordinator	\$100	\$115
	Public Engagement Coordinator	\$86	\$90
	Public Engagement Senior Coordinator	\$128	\$133
	Public Engagement Specialist	\$148	\$154
	Business Development Specialist	\$167	\$232
	Business Development Sr Specialist	\$240	\$355
	Client Development Senior Specialist	\$356	\$388
Technicians and Designers	Entry to Mid Technician	\$75	\$150
	Senior Technican	\$100	\$176
	Design Associate	\$120	\$180
	Associate Landscape Designer	\$95	\$104
	Assistant Landscape Designer	\$88	\$93
	Student Technician - Level 1	\$47	\$74
	Student Technician - Level 2	\$62	\$78
Engineer/Planner/Scientist/Architect	Assistant Engineer/Planner/Scientist/Architect	\$77	\$142
	Associate Engineer/Planner/Scientist/Architect	\$89	\$149
	Engineer/Planner/Scientist/Architect	\$107	\$170
	Project Engineer/Planner/Scientist/Architect	\$137	\$200
	Senior Engineer/Planner/Scientist/Architect	\$140	\$270
	Lead Engineer/Planner/Scientist/Architect	\$162	\$300
Field	Driller	\$61	\$131
	Construction Observer	\$105	\$109
	1-Person Survey Crew		\$155
	2-Person Survey Crew		\$220
	3-Person Survey Crew		\$285
	Licensed UAV Pilot		\$150
	Surveyor	\$65	\$212
Managers	Commissioning/Design Technical Manager	\$129	\$262
	Construction/Design/Technical/Field Manager	\$122	\$223
	Client Relationship Manager	\$280	\$382
	Client Manager	\$240	\$308
	Senior Project Manager	\$277	\$319
	Project Manager	\$176	\$262
	Associate Project Manager	\$120	\$191
Expert	Technical Expert	\$182	\$305
Leaders	Market Leader	\$289	\$408
	Geography Leader	\$289	\$351
	Discipline Leader	\$289	\$315
	Emerging Leader	\$278	\$315
	Sector Leader	\$267	\$339
	Senior Team Leader	\$245	\$315
	Group Leader	\$190	\$286

Notes:

1. Services not included in the above categories will be provided on a separate Labor Rate Schedule that will be submitted for review as applicable.
2. Services provided on Saturday, Sunday, holiday and/or in excess of 8-hours per day may be charged at 1.5 times the hourly rate.
3. Subcontracted services may be invoiced at cost plus 10%.



REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.70/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated April 4, 2025 between Sallisaw Municipal Authority ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client

understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by

Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client

shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor 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 or any other protected characteristic under applicable law. 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 or any other protected characteristic under applicable law. Olsson and any sub-consultant or subcontractor certify that they do not operate any programs that promote DEI in a way that violates applicable federal anti-discrimination laws.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other

than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or

impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other,

except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, attorneys' fees or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the

amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.



ALLGEIER, MARTIN and ASSOCIATES, INC.
———— Consulting Engineers ————

January 31, 2025

Mr. Blakely Smith Jr.
Electric Superintendent
City of Sallisaw
115 East Choctaw
Sallisaw, OK 74955

Re: Sallisaw
Electrical Coordination Study

Dear Mr. Smith:

We would like to thank you for contacting us about an estimate for an Electrical Coordination Study for the City of Sallisaw. This study will be a comprehensive look at protective devices on your electrical system. We will need to generate a computer model of your electric system. This will require approximately four weeks of data collection and verification in the field. Once this has been completed, our office staff will utilize WindMil software to generate a computer model. We will coordinate with you and your staff to verify your standard fuse sizes and settings along with reclosers\relay settings. We will use the internal software modules to look at coordination options. From this data, we will compose a report with our observations.

Our findings will be relayed to the city in the form of a report including a system map showing the location of your protective devices. The report will also contain recommendations of appropriate fuse types and sizes along with recloser\relay settings. The estimated cost for this study is \$91,500. Once we have been given the notice to proceed, we estimate the total project to take 5 months to complete. This study will be sealed by a licensed professional engineer from the state of Oklahoma.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Brent Corwin

A. Brent Corwin, P.E.
Electrical Project Manager

ABC

CITY OF SALLISAW QUOTATION SHEET

Cost exceeds \$2,500, two quotations required.

Cost equals \$5,000 or more, three quotations required

If you are quoting several items, attach list to this form **Also attach all vendor quotes received**

VENDOR 1	VENDOR 2	VENDOR 3
Date of Quotation 4-4-2025	Date of Quotation 4-4-2025	Date of Quotation 1-31-2025
Department Number: 601	Department Number: 601	Department Number: 601
Vendor Name / Number Sel Engineering Service	Vendor Name / Number Olsson	Vendor Name / Number Allgeier Martin And Associates
Address 2350 Ne Hopkins Court	Address	Address 7231 E 24 th
City Pullman,		City Joplin
State Wa Zip 99163	State O Zip	State Mo Zip 64804
Phone Dallas Collins 918-200-4433	Phone	Phone 417 680 7200
Item (s) Coordination Study	Item (s) Coordination Study	Item (s) Coordination Study
Quantity	Quantity	Quantity
Price each 69,405.00	Price each 75,000.00 150,000.-	Price each 91,500.00
Est. Freight	Est. Freight	Est. Freight
Total Cost \$ 80,000.- 69,405.16 not to exceed	Total Cost \$ 75,000.00 150,000.-	Total Cost \$ 91,500.00
Quote Expiration Date 10-1-2025	Quote Expiration Date	Quote Expiration Date 1-31-2026
Quotes Obtained By: Blakley Smith	Quotes Obtained By: Blakely Smith	Quotes Obtained By: Blakely Smith Jr
GL Budget Line	GL Budget Line	GL Budget Line
Purchasing Approval	Purchasing Approval	Purchasing Approval
PO Number / Date:	PO Number / Date:	PO Number / Date:

Explain if only one quotation supplied:

Quote approved: _____ Date: _____ Purchasing Agent, Finance Director or City Manager)

AGENDA ITEM COMMENTARY

Meeting Date: August 11, 2025
Board: Sallisaw Municipal Authority
Subject: Calix Equipment Purchase

ITEM TITLE: Discussion and possible action on Purchase Order No. 106231, *in an Amount not to Exceed \$285,000.00*, Issued to Calix, for the purchase of equipment for Telecommunications

INITIATOR: Telecommunications Superintendent
Director of Finance

STAFF INFORMATION SOURCE: Telecommunications Superintendent
Director of Finance

BACKGROUND:

Our current broadband infrastructure is based on GPON (Gigabit Passive Optical Network) technology, which has served our customers reliably over the past several years. However, as consumer and business demand for higher bandwidth continues to accelerate, our existing GPON infrastructure is reaching its performance limits.

To stay competitive and meet growing expectations for ultra-fast and reliable internet services, we are proposing an upgrade to XGS-PON (10-Gigabit Symmetrical Passive Optical Network) using the Calix XGS-PON platform. This next-generation technology offers symmetrical multi-gigabit speeds (up to 10 Gbps down and up), significantly enhancing our ability to serve residential, business, and smart community customers.

In addition to speed improvements, XGS-PON is quickly becoming the industry standard due to its scalability, improved fiber efficiency, and support for future-proof applications. The Calix XGS-PON solution also includes an enhanced management platform, offering more granular network insights, streamlined provisioning, and proactive diagnostics—ultimately reducing operational costs and improving customer experience.

The quote is in the amount of \$283,703.17. Staff is requesting *an amount not to exceed \$285,000.00* in case there are any unexpected costs.

EXHIBITS: 1. 764503A-2_CITY_OF_SALLISAW_DBA_DIAMONDNET (1)

KEY ISSUES: Upgrading to XGS-PON ensures we can:

- Deliver multi-gigabit services to meet increasing bandwidth demands
- Stay competitive in a rapidly evolving broadband market
- Lay a scalable foundation for future technologies and service offerings

FUNDING SOURCE: SMA - Customer Premise Equipment GL#090-604-52206
\$285,000.00 - Budgeted

RECOMMENDATION: Approval of Purchase Order No. 106231, *in an amount not to exceed \$285,000.00*, issued to Calix.



Network Configuration & Quotation

Customer Name: CITY OF SALLISAW DBA DIAMONDNET
Project Name: AXOS - City of Sallisaw - 2025.01
Quote Description: AXOS - City of Sallisaw - 2025.01
Author Name: Kade Kincannon
Contact Name: Clint Smith

Quote Reference Number: 764503A-2
Quote Type: Access
Date Created: July 28, 2025
Date Modified: July 28, 2025
Quote Expiration: August 27, 2025



Hardware Equipment

E7	Price	Qty	Ext. Price
000-00372	\$679.25	7	\$4,754.75
E7-2 Field Install Package (CO & ODC/RT): Shelf with Blank Card, FTA, and Field installation Kit			
E7-2 10G AXOS	Price	Qty	Ext. Price
100-05770	\$14,995.00	14	\$209,930.00
E7-2 XG1601 XGS-PON (2xQSFP-DD, 2xSFP+, 8x XGS-DD/MPM OIM) CLEI: BVL3BDWFAA			
OIM 100GE Transport	Price	Qty	Ext. Price
100-05588	\$96.25	10	\$962.50
QSFP28 to QSFP28 100GE Direct Attach Cable (DAC), 2m, 30AWG, I-Temp, passive CLEI: BVPQAF8UAA			
OIM 10G PON	Price	Qty	Ext. Price
100-05674	\$825.00	112	\$92,400.00
MULTI-PON SFP-DD, 10G/10G, 2.5G/1.25G, Class N2/C+, 1577/1270nm, 1490/1310nm, 20km/60km, I-Temp, OLT CLEI: BVL3BC4FAA			

Hardware Equipment Total	\$308,047.25
Hardware Extended Warranty Total	\$4,548.60
Hardware Grand Total	\$312,595.85

Package Details:

000-00372 package consists of the following:

	Qty
100-01449 E7-2 Shelf, 1RU, 2 Slots, with 1 Blank Card	1
100-03590 E7-2 Fan Tray Assembly 2 - FTA2	1
100-01830 E7-2 Field Install Kit for CO & RT (19" and 23" mounting brackets, power and ground cables, etc)	1



Network Configuration & Quotation

Customer Name: CITY OF SALLISAW DBA DIAMONDNET
Project Name: AXOS - City of Sallisaw - 2025.01
Quote Description: AXOS - City of Sallisaw - 2025.01
Author Name: Kade Kincannon
Contact Name: Clint Smith

Quote Reference Number: 764503A-2
Quote Type: Access
Date Created: July 28, 2025
Date Modified: July 28, 2025
Quote Expiration: August 27, 2025



Hardware Extended Warranty

Extended Warranty	Price	Qty	Ext. Price
110-01162 Extended Warranty - Upfront - 5 years for 100-05770	\$274.80	14	\$3,847.20
110-01164 Extended Warranty - Upfront - 5 years for 100-01449	\$100.20	7	\$701.40
Hardware Extended Warranty Total			\$4,548.60

Notes

1. The Extended Warranty purchase is available at the time of hardware purchase, prior to warranty expiration or after warranty expiration. These prices reflect purchase at the time of hardware purchase. Please contact your Calix account manager for pricing for other purchase times.
2. Extended Warranty can be purchased in single or multi-year increments up to a maximum of 10 years for infrastructure equipment (line cards) and up to 5 years for premises equipment.



Network Configuration & Quotation

Customer Name: CITY OF SALLISAW DBA DIAMONDNET
Project Name: AXOS - City of Sallisaw - 2025.01
Quote Description: AXOS - City of Sallisaw - 2025.01
Author Name: Kade Kincannon
Contact Name: Clint Smith

Quote Reference Number: 764503A-2
Quote Type: Access
Date Created: July 28, 2025
Date Modified: July 28, 2025
Quote Expiration: August 27, 2025



Licensing & Support Subscriptions

AXOS	Duration	Price	Qty	Ext. Price
110-01680	1 Year	\$5.13	3126	\$16,036.38
Premier Support for Intelligent Access				
000-01286		\$8.17	3000	\$24,510.00
AXOS Framework Perpetual License				
110-01680	1 Year	\$5.13	3126	\$16,036.38
Premier Support for Intelligent Access				
110-01680	1 Year	\$5.13	3126	\$16,036.38
Premier Support for Intelligent Access				
Support				Ext. Price
110-01568				(\$3,536.82)
Essential Support				
110-01568				(\$10,495.00)
Essential Support				
110-01568				(\$10,495.00)
Essential Support				
Licensing & Support Subscriptions Total				\$48,092.32
Licensing & Support Grand Total				\$48,092.32



Customer Name: CITY OF SALLISAW DBA DIAMONDNET
Project Name: AXOS - City of Sallisaw - 2025.01
Quote Description: AXOS - City of Sallisaw - 2025.01
Author Name: Kade Kincannon
Contact Name: Clint Smith

Network Configuration & Quotation

Quote Reference Number: 764503A-2
Quote Type: Access
Date Created: July 28, 2025
Date Modified: July 28, 2025
Quote Expiration: August 27, 2025



Professional Services Professional Services

Services - Hardware	Ext. Price
110-01370 Network Management Software - Turn up or Upgrade CLEI: NA	\$2,500.00
110-01260 PON Design, Turn up, Migration - 16 PON Base CLEI: NA	\$11,000.00
110-01261 PON Design, Turn up, Migration - Add 16 PONs CLEI: NA	\$21,000.00
Professional Services Professional Services Total	\$34,500.00
Professional Services Grand Total	\$34,500.00



Customer Name: CITY OF SALLISAW DBA DIAMONDNET
Project Name: AXOS - City of Sallisaw - 2025.01
Quote Description: AXOS - City of Sallisaw - 2025.01
Author Name: Kade Kincannon
Contact Name: Clint Smith

Network Configuration & Quotation

Quote Reference Number: 764503A-2
Quote Type: Access
Date Created: July 28, 2025
Date Modified: July 28, 2025
Quote Expiration: August 27, 2025



Education Subscription Equipment

Services	Price	Qty	Ext. Price
110-01607	\$10,000.00	1	\$10,000.00
IAE Enterprise eLearning Subscription			
Education Subscription Equipment Total			\$10,000.00
Education Subscription Grand Total			\$10,000.00



Network Configuration & Quotation

Customer Name: CITY OF SALLISAW DBA DIAMONDNET
Project Name: AXOS - City of Sallisaw - 2025.01
Quote Description: AXOS - City of Sallisaw - 2025.01
Author Name: Kade Kincannon
Contact Name: Clint Smith

Quote Reference Number: 764503A-2
Quote Type: Access
Date Created: July 28, 2025
Date Modified: July 28, 2025
Quote Expiration: August 27, 2025



Equipment Summary

E7	Price	Qty	Ext. Price
000-00372	\$679.25	7	\$4,754.75
E7-2 Field Install Package (CO & ODC/RT): Shelf with Blank Card, FTA, and Field installation Kit			
E7-2 10G AXOS	Price	Qty	Ext. Price
100-05770	\$14,995.00	14	\$209,930.00
E7-2 XG1601 XGS-PON (2xQSFP-DD, 2xSFP+, 8x XGS-DD/MPM OIM) CLEI: BVL3BDWFAA			
OIM 100GE Transport	Price	Qty	Ext. Price
100-05588	\$96.25	10	\$962.50
QSFP28 to QSFP28 100GE Direct Attach Cable (DAC), 2m, 30AWG, I-Temp, passive CLEI: BVPQAF8UAA			
OIM 10G PON	Price	Qty	Ext. Price
100-05674	\$825.00	112	\$92,400.00
MULTI-PON SFP-DD, 10G/10G, 2.5G/1.25G, Class N2/C+, 1577/1270nm, 1490/1310nm, 20km/60km, I-Temp, OLT CLEI: BVL3BC4FAA			
Services	Price	Qty	Ext. Price
110-01607	\$10,000.00	1	\$10,000.00
IAE Enterprise eLearning Subscription			

Equipment Total \$318,047.25



Professional Services Summary

Services - Hardware	Ext. Price
110-01370	\$2,500.00
Network Management Software - Turn up or Upgrade CLEI: NA	
110-01260	\$11,000.00
PON Design, Turn up, Migration - 16 PON Base CLEI: NA	
110-01261	\$21,000.00
PON Design, Turn up, Migration - Add 16 PONs CLEI: NA	



Network Configuration & Quotation

Customer Name: CITY OF SALLISAW DBA DIAMONDNET
Project Name: AXOS - City of Sallisaw - 2025.01
Quote Description: AXOS - City of Sallisaw - 2025.01
Author Name: Kade Kincannon
Contact Name: Clint Smith

Quote Reference Number: 764503A-2
Quote Type: Access
Date Created: July 28, 2025
Date Modified: July 28, 2025
Quote Expiration: August 27, 2025

Professional Services Total \$34,500.00



Subscriptions Summary

AXOS	Duration	Price	Qty	Ext. Price
110-01680 Premier Support for Intelligent Access	1 Year	\$5.13	3126	\$16,036.38
000-01286 AXOS Framework Perpetual License		\$8.17	3000	\$24,510.00
110-01680 Premier Support for Intelligent Access	1 Year	\$5.13	3126	\$16,036.38
110-01680 Premier Support for Intelligent Access	1 Year	\$5.13	3126	\$16,036.38

Support

	Ext. Price
110-01568 Essential Support	(\$3,536.82)
110-01568 Essential Support	(\$10,495.00)
110-01568 Essential Support	(\$10,495.00)

Subscriptions Total \$48,092.32
Extended Warranty Total \$4,548.60
(110-00054) One Time Management Discount (\$121,485.00)
Grand Total \$283,703.17

Package Details:

000-00372 package consists of the following:

	Qty
100-01449 E7-2 Shelf, 1RU, 2 Slots, with 1 Blank Card	1
100-03590 E7-2 Fan Tray Assembly 2 - FTA2	1
100-01830 E7-2 Field Install Kit for CO & RT (19" and 23" mounting brackets, power and ground cables, etc)	1

Notes & Optional Equipment and Services

All prices are in USD

Due to rounding, some totals may not correspond with the sum of the separate figures.



Network Configuration & Quotation

Customer Name: CITY OF SALLISAW DBA DIAMONDNET
Project Name: AXOS - City of Sallisaw - 2025.01
Quote Description: AXOS - City of Sallisaw - 2025.01
Author Name: Kade Kincannon
Contact Name: Clint Smith

Quote Reference Number: 764503A-2
Quote Type: Access
Date Created: July 28, 2025
Date Modified: July 28, 2025
Quote Expiration: August 27, 2025

Calix Warranty - See Purchase Agreement.

Calix does not purchase cargo insurance on your behalf that covers the replacement value of the shipment. If you wish to have any portion of your order insured for shipment, please contact Calix Customer Operations to make the appropriate arrangements and to provide your preferred carrier and account details. Any orders not designated by the customer to be insured will be shipped without insurance and coverage for loss or damage will be the sole responsibility of the customer.

Important Ordering Instructions:

Please include the Calix quote number (found in the upper right hand corner) on your PO. You may also provide an internal PO number to be used with your order. Orders received without an internal PO number will use the Calix quote number by default.

Include contact information (Name, Email & Tel) for the person who will receive the order acknowledgements and shipping notifications as well as the required billing and shipping addresses for your order.

Send Purchase Orders to Calix Order Management:

Email: om@calix.com
Fax: 707-283-3771

You may check the status of your order at any time on our website. (www.calix.com, click Login)



Network Configuration & Quotation

Customer Name: CITY OF SALLISAW DBA DIAMONDNET
Project Name: AXOS - City of Sallisaw - 2025.01
Quote Description: AXOS - City of Sallisaw - 2025.01
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Extended Warranty Summary

Extended Warranty	Price	Qty	Ext. Price
110-01162	\$274.80	14	\$3,847.20
Extended Warranty - Upfront - 5 years for 100-05770			
110-01164	\$100.20	7	\$701.40
Extended Warranty - Upfront - 5 years for 100-01449			
Extended Warranty Total			\$4,548.60

Notes

1. The Extended Warranty purchase is available at the time of hardware purchase, prior to warranty expiration or after warranty expiration. These prices reflect purchase at the time of hardware purchase. Please contact your Calix account manager for pricing for other purchase times.
2. Extended Warranty can be purchased in single or multi-year increments up to a maximum of 10 years for infrastructure equipment (line cards) and up to 5 years for premises equipment.



AXOS Order Document

Customer Information

Company Name CITY OF SALLISAW DBA DIAMONDNET
Business Address: P.O. BOX 525,
Sallisaw, OK 74955
United States
Shipping Address: 115 E CHOCTAW AVE,
SALLISAW, OK 74955
United States

Customer Contact
Name: Clint Smith
Email: clint@diamondnetok.com
Phone: (918) 3151009
Shipping Contact
Name: Clint Smith
Email: clint@diamondnetok.com

This Order Document for AXOS ("Services") is effective as of the date last signed ("Effective Date"), the Service Start Date is as outlined in the Pricing section below ("Service Start Date"), and this Order Document is subject to the Calix Master Purchase and License Agreement ("Agreement") between the undersigned ("Customer") and Calix, Inc. ("Calix"). Calix and Customer may be referred to herein individually as "Party" or together as "Parties".

Service Start Date: March 01, 2025 A Service Start Date is required for this Order Document to be valid. Customer acknowledges that the Service Start Date is appropriate, and invoicing will commence as described herein.

Pricing Terms

Period 1: 12 months	Duration	Price/Yr.	Qty	Ext. Price
110-01680 Premier Support for Intelligent Access	1 Year	\$5.13	3126	\$16,036.38
000-01286 AXOS Framework Perpetual License		\$8.17	3000	\$24,510.00
Period 1 Total				\$40,546.38
Period 2: 12 months	Duration	Price/Yr.	Qty	Ext. Price
110-01680 Premier Support for Intelligent Access	1 Year	\$5.13	3126	\$16,036.38
Period 2 Total				\$16,036.38
Period 3: 12 months	Duration	Price/Yr.	Qty	Ext. Price
110-01680 Premier Support for Intelligent Access	1 Year	\$5.13	3126	\$16,036.38
Period 3 Total				\$16,036.38

Minimum Order Quantity

The quantity listed in the Pricing Terms table above for Licenses and Support is a Minimum Order Quantity (MOQ) that has been established for this Customer. The MOQ will be used for each period of the Subscription when Customers active AXOS subscribers are less than the MOQ.

Payment



1. Customer shall pay Calix the Fees as set forth above. All Fees shall be invoiced annually in advance upon the Service Start Date. Unless otherwise expressly set out herein, payment is subject to the terms and conditions as outlined in the Agreement.
2. Annual Review. Calix will review and notify Customer of usage of Software licenses 60 days prior to the anniversary of the Service Start Date.
 - I. Term Licenses: Calix shall invoice Customer Fees based on the greater of the MOQ or the Customer's active AXOS Subscribers at the time of the Annual Review, for the next 12 months of use.
 - II. Perpetual Licenses: Calix shall invoice Customer for incremental Fees in excess of the perpetual licenses previously purchased and Customer's active AXOS Subscribers at the time of the Annual Review.
 - III. Support: Calix shall invoice Customer for Support Fees based on the greater of the Customer's MOQ or active AXOS Subscribers for the next 12 months of use. A Service Description Document for Support for Intelligent Access is available at: <https://www.calix.com/services/service-descriptions.html>.

Term and Termination

1. Term. This Order Document commences on Effective Date and shall continue for 36 months plus an Initial Period as applicable, from the Service Start Date ("Initial Term"). Thereafter, the Licenses and Services will automatically renew for successive terms (each a "Renewal Term"), unless Customer provides written notice to not renew not less than 60 days before the end of the then-current term. In the event of non-renewal, this Order Document shall terminate upon the end of the most recent term. Renewal Fees will be based on Calix's then-current pricing in effect on the date of the renewal term.
2. Early Termination.
 - I. Customer may terminate this Order Document with thirty (30) days' written notice to Calix, subject to the Early Termination Fees.
 - II. Early Termination Fees. Customer agrees that in the event Customer terminates this Order Document, Customer shall be obligated for the total Fees equal to the remainder of the Initial Term or subsequent Renewal Term, as applicable.

Terms

1. Master Agreement. Access to and use of the Calix Software Licenses ("Software") and Support Services ("Support") is subject to the master agreement between Calix, Inc. ("Calix") and Customer ("Master Agreement"). For the avoidance of doubt, a Master Agreement may be the most currently dated End User License Agreement ("EULA") or Master Purchase and License Agreement ("MPLA").
2. Software License. Customer's right to access and use the Software, including related updates, patches, documentation and Support is subject to Customer's payment of Fees for Licenses and Support as provided herein and compliance with the Master Agreement. Pricing may be subject to change at the time of renewal. Calix may suspend or terminate Customer's access to Support and Software updates at any time due to non-payment without prejudice to any other available legal remedies.

IN WITNESS, WHEREOF, each party hereto has caused this Order Document to be executed by an authorized representative as of the Effective Date.

Calix, Inc.

CITY OF SALLISAW DBA DIAMOND-
NET

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____



Purchase Authorization

A purchase order reference is required for all periods prior to processing this order and commencement of Services. The following purchase orders have been authorized to fund this purchase:

Period 1 PO:

Period 2 PO:

Period 3 PO:

Note: If Customer's business practice is not to issue purchase orders for all or some of the periods, please note the reference number 2025-286337-7999 as the PO# authorizing Calix to use the reference number for booking and invoicing purposes. "TBD" or invalid purchase order references will not be accepted.

AGENDA ITEM COMMENTARY

Meeting Date: August 11, 2025
Board: Sallisaw Municipal Authority
Subject: Metering Services Agreement

ITEM TITLE: Discussion and possible action on Metering Services Agreement between the Grand River Dam Authority (GRDA) and The Sallisaw Municipal Authority

INITIATOR: Manager
Millision
GRDA

STAFF INFORMATION SOURCE: Manager

BACKGROUND: GRDA "normally" charges a monthly fee for meter(s) that they install and then are required to test/service. The meters they installed for the Millision project are the first ones that they are going to begin charging us for.

EXHIBITS: 1. Metering Services Agreement - Sallisaw M248-2

KEY ISSUES:

FUNDING SOURCE: Passed through to the customer.

RECOMMENDATION: Approval of Metering Services Agreement between GRDA and SMA.

METERING SERVICES AGREEMENT

THIS METERING SERVICES AGREEMENT ("Agreement") is made and entered into this ____ day of August 2025, between the GRAND RIVER DAM AUTHORITY ("GRDA") and the SALLISAW MUNICIPAL AUTHORITY, ("CITY").

RECITALS

1. CITY has entered into a Power Purchase and Sale Agreement with GRDA under which GRDA agrees to supply and CITY agrees to purchase wholesale electric service from GRDA for resale by the CITY to its customers.
2. CITY operates and maintains an electrical distribution system which is used to distribute power purchased from GRDA to CITY retail customers.
3. CITY maintains a fleet of electric meters to measure energy use of its' retail electric customers. For select 3-phase retail customers, CITY has requested that GRDA install and maintain electric meter(s) and provide CITY with monthly billing data.
4. Because GRDA provides retail electric meter services for these select 3-phase customers to the CITY, GRDA and CITY desire to enter into this Agreement to establish each party's responsibilities with regard to said meter installation(s).

AGREEMENT

In consideration of the mutual terms and conditions contained in this Agreement, the parties agree as follows:

- A. At the meter location described on Exhibit A, CITY agrees GRDA will install and maintain a 3-phase Primary meter M248-2, bypass switch, cluster-mounted instrument transformers, associated meter can, communications modem, conduit and wiring necessary for a complete metering installation. Metering installation shall be according to GRDA safety standards. CITY agrees to compensate GRDA for installation costs and maintain ownership of the metering installation, except for the meter and communications modem, which will remain the property of GRDA. GRDA agrees to provide CITY meter data on a monthly basis for CITY's billing purposes.
- B. GRDA agrees to routinely test the CITY-owned metering instrument transformers, otherwise known as CT's and PT's. In addition, if requested by CITY, GRDA will replace at CITY's cost.
- C. GRDA shall perform all maintenance and testing of the 3-phase meter installation(s), regardless of who owns the equipment.
- D. Any components of the metering system, excluding the communications modem and meter, that are replaced by GRDA, with CITY's approval, shall be paid for by the CITY; and will remain CITY'S property. Any of the original CITY's equipment that fails and is replaced by GRDA shall be offered to CITY for disposal, or if not wanted by CITY, shall be disposed of by GRDA.

E. CITY agrees to allow GRDA personnel access to the metering installation(s) at all hours, as may be required, for testing, maintenance, and repair of equipment.

F. CITY agrees to compensate GRDA the Basic Charge, per Meter, according to GRDA's current Schedule LGS-C for each 3-phase retail meter installation on a monthly basis.

G. This agreement shall be interpreted and construed in accordance with the laws of the State of Oklahoma.

H. Any written notice required or appropriate hereunder shall be deemed properly given if mailed, postage prepaid, certified mail, return receipt requested, to the Party concerned as follows:

Grand River Dam Authority Attn: Meter Supervisor P.O. Box 1128 Pryor, OK 74362	Sallisaw Municipal Authority Attn: General Manager P.O. Box 525 Sallisaw, Oklahoma 74955
---	---

I. GRDA will not be liable or responsible for any damage or injury that may be caused by its performance or failure to perform any obligation under this Agreement or any delay in performance resulting from or contributed to by any cause beyond the control of GRDA.

J. It is the express intention of GRDA and CITY that this Agreement shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render them liable as partners, agents, employer-employee or otherwise create any joint and several liability.

K. This Agreement constitutes the entire agreement between GRDA and CITY regarding the 3-phase retail metering installation(s) and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a written instrument executed by an authorized representative of GRDA and an authorized representative of the CITY.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written, with the expressed intent of the parties that it shall be effective as of the same date.

GRAND RIVER DAM AUTHORITY

By _____
Daniel S. Sullivan, CEO

ATTEST

(Seal)

Sheila Allen, Corporate Secretary

SALLISAW MUNICIPAL AUTHORITY

By _____
Ernie Martens, Chairman

ATTEST

(Seal)

Kim Jamison, Secretary

EXHIBIT A
METER SERVICE AGREEMENT
MILLISON CASTING TECHNOLOGY, LLC

