



Together, Investing in Municipal Excellence

STILLWATER UTILITIES AUTHORITY MEETING AGENDA

FEBRUARY 26, 2024

723 S. Lewis Street, Room 1122B

Stillwater, OK 74074

5:30 PM

Chair Will Joyce, Vice Chair Amy Dzialowski, Trustees Christie Hawkins, Kevin Clark, & Tim Hardin

1. Call Meeting to Order

2. Consent Docket

Items listed on the consent docket are routine administrative matters that may be approved without discussion. The Trustees will take action on these items collectively with a single vote. The requested action is indicated for each item listed. Should a Trustee elect to discuss, amend, revise, or table any item listed on the consent docket, the item will be moved to the section of the agenda titled "Items Removed from the Consent Docket" for consideration and possible action. Additionally, a Trustee or the General Manager may simply ask the Chair to remove an item from the consent docket prior to action by the Trustees and no action will be taken on the removed item at this meeting.

a.	Approve February 5, 2024 regular meeting minutes		
b.	Approve extension agreement with Duke's Root Control for chemical sewer root control	SUA-24-09	James Driskel
c.	Approve budget amendment appropriating an additional \$180,000 to the Water Treatment Plant FY24 budget due to increased electric usage at Kaw pump station and increased equipment repairs and replacements at the Water Treatment Plant	SUA-24-06	James Driskel
d.	Approve a professional services agreement with CEC Corporation for an amount not to exceed \$129,240 for engineering services for the 69kV	SUA-24-08	Loren Smith

	Laminated Pole Replacement Project, approve budget amendment appropriating the funds, and authorize the General Manager to sign related documents		
e.	Approve budget amendment appropriating \$49,995 for disposal of utility poles removed from service	SUA-24-07	Loren Smith
f.	Approve the purchase of an Envirosight Rover X System with Integrated Camera Lift and Outpost with related support equipment and the Verisight Pro+ Push Camera Kit from Key Equipment & Supply Co. via State Contract SW0193 for a total amount not to exceed \$166,350, approve budget amendment appropriating expenditures from the Wastewater Fund, and authorize the General Manager to sign related documents	SUA-24-10	James Driskel
g.	Approve the purchase of a PipeHunter Sidekick Side-Trac easement machine with trailer and related support equipment from Key Equipment & Supply Co. via State Contract SW0193 for an amount not to exceed \$77,200, approve budget amendment appropriating funds, and authorize the General Manager to sign related documents	SUA-24-11	James Driskel
h.	Approve budget amendment reflecting transfers-in of \$375,000 from General Fund to Stillwater Utilities Authority for the dedicated portion of the increase in sales tax projections		

3. Public Comment on Items Listed on Agenda

Stillwater City Code, Section 2-53(a) & (b), provides that taxpayers or residents of the city, or their authorized legal representatives, may address the Council at a regularly scheduled meeting on **any item of business listed on the meeting agenda** provided they have submitted a written request prior to the meeting either online at Request to speak form or via the form found in the lobby outside Council chambers prior to meetings.

4. Items Removed from the Consent Docket

Items removed from the consent docket are placed on this section of the agenda for discussion, revision, amendment and/or tabling prior to action by the Trustees. The Trustees may take action, including a vote or series of votes, on items removed to this section of the agenda after the requested discussion, revision, or amendment.

5. Questions and Inquiries

6. Reports from Officers and Boards

Announcements and remarks of general interest may be made by Trustees, General Manager or General Counsel. Items of City business that may require discussion or action, including a vote or series of votes, are listed below

7. Adjourn

On February 22, 2024 at 8:15 a.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

The City of Stillwater encourages participation from all citizens. If participation at any public meeting is not possible due to a disability, please notify the City Manager's office at least 48 hours prior to the meeting by calling 405.742.8209.

- Meetings are televised on AT&T U-verse channel 99 and Optimum channel 14.
- Find meeting agendas and minutes online at [Agendas and Minutes](#)
- Official minutes are archived in the City Clerk's office.

IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW THE AGENDA
WAS POSTED FEBRUARY 1, 2024 AT 9:05 A.M. AT THE MUNICIPAL BUILDING,
723 SOUTH LEWIS, STILLWATER, OKLAHOMA

MINUTES
STILLWATER UTILITIES AUTHORITY
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
FEBRUARY 5, 2024

PRESENT: CHAIR WILLIAM H. JOYCE, VICE CHAIR AMY DZIALOWSKI
TRUSTEES CHRISTIE HAWKINS, KEVIN CLARK AND TIM HARDIN
ABSENT: NONE

1. CALL MEETING TO ORDER

Chair Joyce called the meeting to order at 6:03 p.m.

2. CONSENT DOCKET

- a. Approve January 8, 2024, regular meeting minutes
- b. Approve budget amendment appropriating an additional \$600,000 to the Stillwater Electric Utility non-project materials account due to increased costs and increased preventative maintenance activity
- c. Approve budget amendment reducing budget appropriations in the amount of \$46,065 in order to close the Stillwater Energy Center Generator Parts Project due to completion of the project

MOTION BY TRUSTEE HAWKINS, SECOND BY TRUSTEE CLARK TO APPROVE THE CONSENT DOCKET AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

3. PUBLIC COMMENT ON AGENDA ITEMS NOT SCHEDULED FOR PUBLIC HEARING

There were no requests to speak on agenda items not scheduled for public hearing.

4. ITEMS REMOVED FROM CONSENT DOCKET

None.

5. GENERAL ORDERS

- a. Consider approval of the sole source purchase from Wedeco Ozone Technologies, Inc. for rehabilitation of the existing Wedeco ozone system at the Water Treatment Plant (WTP) as part of the Chemical Improvements Project (23WT04)

Project Manager Chris Humes stated that as part of the WTP Chemicals Improvements Project (23WT04), the ozone system is being rehabilitated. The ozone system provides primary disinfection and taste and odor

control for the treatment process. Rehabilitation of the City's ozone system will include a new cooling water system and the destruct and power supply units will be rehabilitated or replaced. All three of these items are performance specification-based components that must be closely coordinated with the manufacturer during the design process. Mr. Humes stated that ozone systems are very complex proprietary systems, meaning that each manufacturer has distinct and often patented differences between their systems. These proprietary systems are not interchangeable and can vary drastically in layout, controls, mechanics and power requirements. Wedeco is the manufacturer of the City's ozone system. Wedeco specifically designs these components to work with their proprietary ozone generators. He reported that if non-Wedeco parts are used on the City's ozone system, issues with warranties, operations, repairs and supplier contracts could arise, which would lead to the WTP being non-compliant with state standards. Mr. Humes stated that staff is requesting sole source approval for parts and services from Wedeco in order to rehabilitate the Wedeco ozone system at the WTP. This sole source purchase will allow the awarded contractor for the project to purchase services and parts only from Wedeco Ozone Technologies, Inc.

Trustee Hardin asked Mr. Humes to explain to the OSU Engineering students that are present why the sole source purchase option has to be brought before Council.

City Attorney Kimberly Carnley explained that as a City and public trust we are required to follow State law guidelines for public purchasing and she explained that process.

MOTION BY TRUSTEE HARDIN, SECOND BY TRUSTEE CLARK TO AUTHORIZE THE SOLE SOURCE PURCHASE FROM WEDECO OZONE TECHNOLOGIES, INC FOR PARTS AND SERVICES FOR THE REHABILITATION OF THE CITY'S OZONE SYSTEM.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

6. RESOLUTION QUESTIONS & INQUIRIES

None.

7. REPORTS FROM OFFICERS & BOARDS

- a. Miscellaneous items from the General Counsel: No report.
- b. Miscellaneous items from the General Manager: No report.
- c. Miscellaneous items from Trustees: No report.
 - i) Discussion about scheduling items for upcoming meetings

8. ADJOURN

MOTION BY TRUSTEE CLARK, SECOND BY VICE CHAIR DZIALOWSKI TO ADJOURN THE FEBRUARY 5, 2024 REGULAR MEETING OF THE STILLWATER UTILITIES AUTHORITY.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

The February 5, 2024 regular meeting of the Stillwater Utilities Authority adjourned at 6:09 p.m.

WILLIAM H. JOYCE, CHAIR
STILLWATER UTILITIES AUTHORITY

TERESA KADAVY, SECRETARY
STILLWATER UTILITIES AUTHORITY

REPORT TO: STILLWATER UTILITIES AUTHORITY**MEETING DATE: FEBRUARY 26, 2024**

Agenda Item:	2.b. SUA-24-09
Previous/Related Action:	• Bid #SUA-22-50
Background/Issue:	Root control in sanitary sewer lines is an important and effective part of preventative maintenance and has been proven to reduce sanitary sewer overflows, and with staffing issues, this type of preventive maintenance becomes even more impactful. Wastewater budgets annually for the application of root control chemicals in selected sanitary sewer lines.
Proposal/Solution:	On August 15, 2022, SUA approved the award of bid SUA #05-22/23 for sanitary sewer chemical root control services to Duke's Root Control, Inc. in the amount of \$1.78 per linear foot for 6-inch and 8-inch sewer pipes (SUA-22-50). This bid allows the opportunity to renew the agreement for three one-year terms.
Financial Source/Impact:	The current Wastewater Collections O&M budget includes funding for the application of Root Control Chemicals. No further funds or appropriations are needed at this time.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #2 MOTIVATED MANAGEMENT
Recommended Action/Motion:	Motion to approve the extension agreement with Duke's Root Control and authorize the General Manager to sign related documents.
Prepared By:	James Driskel, Water Utilities Dir.
Reviewed By:	James Driskel Patti Osmus
Submitted By:	Kimberly Meek, General Manager

Attachments

1. SUA-24-09 Attachment Ext. Agreement

**EXTENSION OF AGREEMENT
CONTRACT FOR SANITARY SEWER CHEMICAL ROOT CONTROL SERVICES
(SUA Bid #05-22/23)**

THIS AGREEMENT is made and entered into ____ day of _____ 2024 by and between Stillwater Utilities Authority, a Public Trust, and Duke's Root Control, Inc., a New York Corporation.

WITNESSETH

WHEREAS, Stillwater Utilities Authorities ("SUA") bid and awarded a contract to Duke's Root Control, Inc. on or about the 15th day of August, 2022 to provide sanitary sewer chemical root control services; and

WHEREAS, SUA and Duke's Root Control, Inc. intend to continue the contractual relationship established under said Agreement for an additional one-year term through the execution of an extension agreement ("Extension Agreement").

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, SUA AND DUKE'S ROOT CONTROL, INC. AGREE:

1. Term of Agreement. The parties agree to extend the Agreement dated August 15, 2022 for an additional term beginning on February 5, 2024 and ending on June 30, 2024.
2. Effect of Contract Provisions. All provisions contained within the Agreement dated August 15, 2022 shall remain in full force and effect during the extension period and shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be fully executed in duplicate, each copy of which shall constitute an original.

DUKE'S ROOT CONTROL, INC.

Braden Boyko, Vice President

State of Oklahoma)
) ss
County of Payne)

Subscribed and sworn to me before this ____ day of _____, 2024 by ____
_____, Duke's Root Control, Inc.

Notary Public

(seal)
My Commission Expires: _____
My Commission Number: _____

STILLWATER UTILITIES AUTHORITY
a Public Trust

Kimberly Meek, General Manager

(seal)
ATTEST:

Teresa Kadavy, City Clerk

REPORT TO: STILLWATER UTILITIES AUTHORITY**MEETING DATE: FEBRUARY 26, 2024**

Agenda Item:	2.c. SUA-24-06
Previous/Related Action:	
Background/Issue:	• Stillwater's Water Treatment Plant pumps raw water from Kaw lake to be treated. The raw water pumps are driven by electric motors. Large leaks along the Kaw raw water pipeline resulted in increased pumping rates to overcome the leak losses. This increase in pumping has depleted the Water Treatment Plant's budgeted funds for electricity. The large leaks have been repaired, and pumping rates have returned to normal. • Increases in needed repairs of Water Treatment Plant equipment and controls have depleted both the Equipment Parts and Repair of Equipment funding within the Water Treatment Plant budget.
Proposal/Solution:	Approval of the attached budget amendment in the amount of \$180,000 will provide needed funding for the Water Treatment Plant's operation for the remainder of the fiscal year.
Financial Source/Impact:	Necessary funds are available in the Water Fund.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to approve budget amendment increasing the Water Treatment Plant budget in the amount of \$180,000.
Prepared By:	James Driskel, Water Utilities Dir.
Reviewed By:	James Driskel Patti Osmus
Submitted By:	Kimberly Meek, General Manager

Attachments

1. SUA-24-06 Attachment Budget Amend Kaw, WTP



Budget Amendment Request

For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 01/28/2024

Department: Water Resources

Requested by: James Driskel

SUA-24-06

Explanation:

Expenditure:

Appropriate additional funds for electricity, equipment parts and repair equipment due to increased electric usage at the Kaw pump station and increases in equipment repairs and replacements at the Water Treatment Plant.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:					
Electricity	9129270 - 53003		\$ 201,000	\$ 110,000	\$ 311,000
Equipment Parts	9129270 - 52024		\$ 80,500	\$ 20,000	\$ 100,500
Repair Equipment	9129270 - 53030		\$ 53,704	\$ 50,000	\$ 103,704
	-				\$ 0
	-				\$ 0
Decrease:					
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

Net Change: (will usually result in a total increase or decrease)

\$ 180,000

Reviewed by Department Manager: *James E. Driskel*

Date: *1-30-24*

Reviewed by Finance: *Chris Cluck*

Date: *1-30-2024*

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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REPORT TO: STILLWATER UTILITIES AUTHORITY**MEETING DATE: FEBRUARY 26, 2024**

Agenda Item:	2.d. SUA-24-08
Previous/Related Action:	N/A
Background/Issue:	Recent wooden pole testing identified two 69kV self-supporting structures that are in need of replacement. These structures will be replaced with engineered steel or concrete structures.
Proposal/Solution:	Previously, staff released a request for qualifications for engineering services for the 6th Avenue transmission/distribution relocation project. That project included design, procurement support for materials, easement acquisition and construction management. During that evaluation process, CEC Corporation was a close second to the firm chosen for the 6th Avenue transmission/distribution relocation project. Staff is using CEC Corporation for this project as it is much smaller but similar in scope. Staff negotiated a professional services agreement with CEC Corporation for the engineering services needed for the project. CEC Corporation has provided a detailed engineering services estimate at a lump sum cost of \$117,491. Staff is seeking approval of the engineering services agreement and a budget amendment appropriating \$129,240 (includes a 10% contingency) from the Rate Stabilization Fund for the project. Staff will return with two bid recommendations for the new self-supporting structures and for construction/replacement once the final design has been completed.
Financial Source/Impact:	Funds are available in the electric rate stabilization fund.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #3 SAFE COMMUNITY
Recommended Action/Motion:	Motion to approve a professional services agreement with CEC Corporation for an amount not to exceed \$129,240 for engineering services for the 69kV Laminated Pole Replacement Project, approve budget amendment appropriating the funds, and authorize the General Manager to sign applicable documents.

Prepared By:	Loren Smith, Electric Utility Dir.
Reviewed By:	Loren Smith Patti Osmus
Submitted By:	Kimberly Meek, General Manager

Attachments

1. Budget Amend 69kV Pole Replacement
2. SUA-24-08 Attachment CEC PSA

Budget Amendment Request

For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 02/08/2024

Department: Electric Utility

Requested by: Loren Smith *Suk G/O 5a.*

Explanation:

Expenditure: SUA-24-08
Appropriate funds for engineering services related to the replacement of two 69kV laminated self-supporting structures.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Replace 69kV Structures	9119011 - 54009	24RS08911	\$ 0	\$ 129,240	\$ 129,240
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

Net Change: (will usually result in a total increase or decrease)

\$ 129,240

Reviewed by Department Manager: Lo Smith

Date: 02/08/2024

Reviewed by Finance: Ching Ching

Date: 2-9-2024

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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ENGINEERING CONTRACT FEE PROPOSAL

REVISION 4

FOR

STILLWATER UTILITIES AUTHORITY
STILLWATER, OKLAHOMA

SELF-SUPPORTER POLE REPLACEMENT ALONG PERKINS RD
69KV TRANSMISSION LINE

STILLWATER, OKLAHOMA
JANUARY 26, 2024

INTRODUCTION

CEC Corporation is pleased to offer the following design proposal for Stillwater Utility Authority's (SUA) Self-Supporter Pole Replacement Transmission Engineering project.

This Proposal is a lump sum cost and is for the replacement of two (2) wood laminate self-supporting structures crossing N. Perkins Rd (U.S. Hwy 177) approximately one-half mile north of E. Airport Rd.

CEC will provide all documents in appropriate electronic formats: MS Word, MS Excel, Adobe Acrobat (PDF), PLS CADD, and AutoCAD either via e-mail or flash drive.

All design shall meet SUA requirements for utility application. Other applicable standards are ANSI, IEEE, NEMA, and OSHA as appropriate for either materials specified or design of this transmission line. All design will meet at minimum NESC.

GENERAL SCOPE OF SERVICES

This Proposal is a lump sum cost and is for the survey, geotechnical engineering, design, procurement assistance, and bid documentation for the replacement of two (2) wood laminate self-supporting structures crossing N. Perkins Rd approximately one-half mile north of E. Airport Rd.

SS TASK – SURVEY SERVICES

The following is our understanding of the project and scope of our survey services associated with the design of self-supporters along crossing N. Perkins Rd (US Hwy 177).

LIMITS OF TOPOGRAPHIC SURVEY (See Exhibit "A" for limits)

- Set a minimum of two (2) control points for horizontal and vertical purposes in which one (1) control point is derived from an OPUS solution of a GPS static session.
- Provide topographic survey services to include the following existing surface features: roads, curbs, drives, sidewalks, buildings, finished floor at thresholds, signs, fences, walls, decorative trees, flowerbeds, all visible drainage structures, and visible and/or marked utilities.
- Utilities: "OKIE811" will be contacted at least two (2) weeks prior to survey and the locations as marked will be obtained.
 - CEC will contact members listed on the OKIE ticket, request utility atlas maps, and plot atlas maps as "per atlas map" if said maps are provided to CEC by the Utility Owner.
 - CEC is NOT responsible for unmarked or mismarked utilities.
 - Utility information will be placed in the Civil 3D and/or AutoCAD drawing.
- Storm sewer manholes, sanitary sewer manholes, water valves, and inverts will be measured for depth (to the connection outside of survey limits).
- Cross sections at 25' density including applicable break lines.
- Contours at 1.0' minimum density.
- Create P&P Sheet for proposed highway crossing.

LAND TIES (for properties within the survey limits)

- Research US 177 Centerline, subdivision plats and property deeds to be able to accurately plot existing right-of-way.

- Research deeds, plats, US 177 plans and other documents from County Clerk's and Assessor office / websites or through an abstractor/title company.

PROPERTY PLOTTING (for properties within the survey limits)

- Document Research
 - Research deeds, plats, and other documents from County Clerk's and Assessor office / websites or through an abstractor/title company.
- Boundary Control Research
 - Research section lines and/or platted monuments to be able to sufficiently plot plats and any unplatted deeded properties.
- Plot properties, right-of-way and utility and right-of-way easements (if applicable) throughout the survey limits.

EASEMENT DRAFTING

- Create Legal Description and Easement Document (estimated one (1) legal and easement)
 - Any additional Legal Descriptions and/or Easement Creation Requests will be billed separately at a per document rate of \$800.

STAKING

- Stake pole locations and new easement limits (estimated four (4) poles – ONE TIME STAKING)
 - Any additional Staking Requests will be billed separately at a day rate of \$2,500 per day.

DELIVERABLES

- Classified Point Cloud
- Civil 3D file and AutoCAD file of all easements and land ties
- Plan and profile sheet in pdf format
- Survey Control and Topographic Survey Certifications

NOTES

- Any services not included in the scope will be an additional charge utilizing the most current approved hourly rates unless unit rate is shown above.
- This survey will be placed on the NGS Oklahoma State Plane Coordinate System, NAD83 (2011) / NAVD88 (Geoid18), North Zone – unless otherwise directed by the client.
- The CEC Geospatial team may use LiDAR technology to supplement conventional topographic survey methods when deemed appropriate and/or necessary.
- On occasion, the CEC survey schedule may be affected by inclement weather, equipment malfunction(s), and/or unforeseen events. If a submittal delay is expected, CEC Survey will contact the design project manager and coordinate a new submittal timeline.

GT TASK – GEOTECHNICAL SERVICES

Geotechnical Survey tasks to be performed by sub-consultant Aimright Testing & Engineering. See Appendix "B" for their scope of services.

TD TASK – TRANSMISSION DESIGN PHASE

The Engineer will be responsible for the following as part of the design process for the 69kV transmission line:

- PLS-CADD™ modeling
- Structure placement/design
- Conductor and shield wire selection
- Wire Sag and Tension
- Foundation design
- Material Selection

Initial design assumptions include, but are not limited to the following:

- Structures will be either steel or concrete.
- Maintain minimum 9' (11' preferred) clearance from OG&E conductors at Max sag to SUA's shield wires at minimum sag.
- 795 kcmil ACSR (Drake) 26/7 conductor.
- SUA will identify the OPGW Shield Wire.
- SUA's distribution conductor is 266 ACSR.
- SUA has 100' easement on east side of ½ mile line.
- SUA will provide city standards and their construction specifications.
- SUA will provide a list of their preferred material.

The following drawings/documents will be prepared:

- Construction drawings in .dwg format for transmission line.
- Structure loading and configuration drawings for procurement.
- Crossing drawing for ODOT permitting.
- Index
- As built drawings, as required.
- Plan and Profile Drawings with publicly available aerial photography on the plan view.
- PLS-CADD (.bak) file
- Provide budgetary estimate for materials
- Provide budgetary estimate for construction cost

All drawings will be available in electronic versions (AutoCAD, PLS-CADD, PDF) upon completion of the transmission line design.

PS TASK – PROCUREMENT SUPPORT PHASE

The Engineer will assist SUA by providing procurement support. The major items in this phase are:

- Request for bid for new self-supporting poles.
- Bill of Materials, Owner Furnished Material, and Bid Units.

CA TASK – CONSTRUCTION ADMINISTRATION AND INSPECTION PHASE

The Engineer will assist SUA by providing construction and bid package support. The major items in this phase are:

- Review SUA contractor bid package from previous jobs and amend to coordinate with construction drawings.
- Review contractor bids and make recommendation to SUA.
- Review any contractor Change Orders.
- CEC Engineer/Designer will be available via phone for questions during construction phase
- CEC inspector on-site minimum two (2) days per week and for the major milestones during construction shown below:
 - Pouring of concrete foundations
 - Delivery and setting of transmission structures
 - Stringing of new conductor
 - Energization
- CEC CA inspection provides quality control and assurance through our construction management personnel. CEC provides on-site observation and inspection including contractor progress reports and quality control, but we will not have supervision of the contractor for the entire project and will not have direct control over the contractor's work. If issues or conflicts arise during construction, CEC will provide suggestions to SUE and the contractor to fix the issue.
- CA Task pricing shown in the table below includes up to 20 total days of construction inspection.

ITEMS NOT INCLUDED IN THE SCOPE OF WORK

- FEMA Flood Plain Determination & Flood Plain Management
- Elevation Certificate(s)
- Coordination of locating private utility lines
- Underground/subsurface utility engineering (SUE) services
- Utility Potholing or 4-way sweep locating
- Environmental Assessment
- Construction Management beyond scope of work listed above
- Acquisition of new aerial photography
- Permitting of any kind other than crossing drawing for ODOT permit
- Additional Staking Trips
- Additional Legal Description and Easement Document
- Survey Data Sheets
- ALTA/NSPS Survey
- Property/Boundary Survey(s) / Lot splits / Subdivision platting / Plat of Survey

PROJECT SCHEDULE

PROJECT SCHEDULE					
Project	NTP	Survey	30	60	90/IFC
Perkins Road Self-Supporters Replacement	3/4/2024	4/15/2024	4/30/2024	5/21/2024	6/18/2024

ADDITIONAL SERVICES

If there should be a change in project scope that leads to additional work or additional services are requested by SUA, we will negotiate a fee to provide the changes or additional services prior to commencing work.

REIMBURSABLE EXPENSES

The costs for project related reimbursable expenses listed below will be billed at direct cost and only with prior approval of CLIENT.

- Reproduction expenses
- Mailing expenses
- Hotel and GSA per diem rate for overnight stays

PROPOSED ENGINEERING CONTRACT FEE SUMMARY

TASK 1 – SS TASK (Survey/Geospatial Services) • Survey Services • Structure Staking (one-time staking trip included) • Legal Description & Exhibit Preparation (one property exhibit included)	\$ 31,375.00
TASK 2 – GT TASK (Geotechnical Engineering)	\$ 5,416.00
TASK 3 – TD TASK (Transmission Design)	\$ 40,000.00
TASK 4 – PS TASK (Procurement Support)	\$ 15,000.00
TASK 5 – CA TASK (Construction Administration and Inspection)	\$ 25,700.00
TOTAL FEE	\$ 117,491.00

We sincerely appreciate the opportunity to submit this engineering contract fee proposal. If the terms are agreeable, please sign and return a scanned copy/hard copy to me via email or at the address listed on the cover page. If you have any questions or need additional information, please call Joel Blair at 918-841-1223.

Submitted for approval by:


Matt George, P.E.
Power Delivery Practice Leader

Date: 01/26/2024

Accepted by:

By: _____

Print: _____

Date: _____

Title: _____

Address: _____

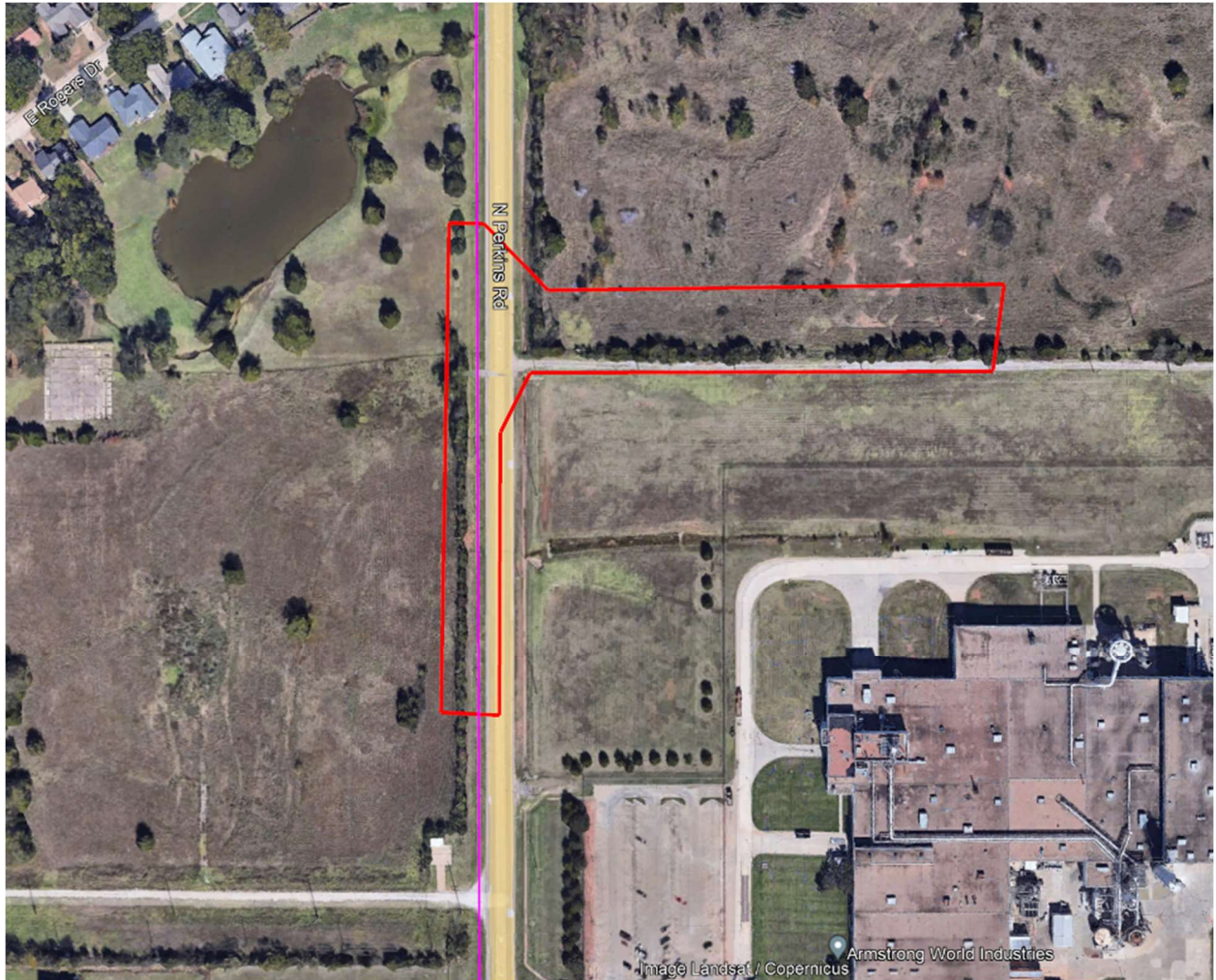
Phone: _____

Notes:

- 1. The fee shall be invoiced by CEC on a progressive basis either monthly or in accordance with formal design review submissions and monthly design progress.*
- 2. The fee presented is based on current hourly rates and is valid if contracted within 90 days from the date listed on the cover sheet.*
- 3. CEC reserves the right to revisit the proposal scope and fee should the project be placed on hold for more than 90 days.*

Self-Supporter Pole Replacement along Perkins Rd.
Stillwater, OK
Revision 4 | January 26, 2024
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EXHIBIT A
SURVEY EXTENTS



Self-Supporter Pole Replacement along Perkins Rd.
Stillwater, OK
Revision 4 | January 26, 2024
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STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These Standard Terms and Conditions, together with the attached proposal, make up the Agreement between the named Client and CEC Corporation (CEC). Before countersigning the Agreement or verbally authorizing work, be sure you read and understand its contents, which deal with the allocation of risks and duties between the Client and CEC.

1. Scope. The scope of work for the Engineering Services to be provided is specifically set forth in the attached proposal, submitted to Client by CEC. If Client requests a change in the scope of the Services to be provided, CEC reserves the right to revise delivery schedules and make an equitable adjustment to the price. Client acknowledges and agrees that CEC is providing the Services only and is not providing or participating in the provision of any product(s). CEC will not be obligated to provide any services which are (a) outside of the scope defined in the applicable documentation; (b) outside its area of expertise; or (c) in violation of any applicable laws, codes or regulations.

2. Standard of Care. CEC will perform the services limited to and in accordance with the skill and care ordinarily used by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. No other standards or warranties, expressed or implied apply. The Client will notify CEC in writing of any deficiencies in the services within 15 days of their discovery but not later than 120 days after substantial completion of the services. The Client will give CEC a reasonable opportunity to correct these deficiencies.

3. Client's Responsibilities. Client will provide permits, licenses, approvals and consents necessary for performance of the services, except those maintained by CEC for its ordinary conduct of business. Client will provide CEC with all reasonably available documents that are related to the services, including information related to hazardous materials or other environmental and geotechnical conditions at the site. Before CEC performs any subsurface activities, the Client will provide all available information concerning underground services, conduits, pipes, tanks, other facilities and obstructions at the site. CEC will rely on the documents and information provided by the Client. The Client grants CEC and its sub-consultant(s) permission to enter the site to perform the services. If the site is owned by others, the Client represents and warrants that the owner has granted permission for CEC to enter the site and perform the services. Client will provide CEC with written verification of site access permission upon request.

4. Payment. Client will compensate CEC for the services at its standard rates, and reimburse its expenses. CEC will submit periodic invoices that are due upon receipt, regardless of Client's receipt of payments from third parties. The Client will notify CEC in writing within 10 days of any disputed item on the invoice and pay all undisputed items within 30 days from invoice date. Overdue payments will accrue interest at the lower of 1½ percent per month or the maximum lawful rate. CEC may terminate its services upon 10 days written notice any time payment is overdue on any account with the Client. Client agrees to pay for all services through termination, plus termination and collection costs. CEC reserves the right to withhold final reports, letters of compliance, or any other relevant document until all past due invoices have been paid. The attached price list shall be adjusted annually as of the date of execution for this agreement.

5. Limits on CEC Responsibility. CEC will not be responsible for the acts or omissions of any others, except for its employees and sub-consultant(s). CEC will not supervise, direct or have control over any contractor's work. CEC will not have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Client acknowledges that CEC does not warrant or guarantee the approval or receipt of any governmental permits or approvals, or the time to obtain such permits or approvals.

6. Changed Conditions. The Client acknowledges that encountered conditions may differ considerably from those anticipated, that laws and regulations are subject to change, and that regulatory requirements may be unpredictable. CEC will notify the Client if additional services, costs or time become necessary due to any of these factors and the parties will negotiate appropriate changes to the scope of services, compensation and schedule. In the event of an emergency, CEC may take immediate steps to protect public safety, health and the environment, and will be equitably compensated for its work by the Client. CEC will not be responsible for delays, failures to perform or extra costs due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions by the Client, or any other causes beyond CEC's reasonable control. The Client will compensate CEC for any increase in its costs resulting from any of these factors.

7. Documents and Information. All documents, data, calculations and work papers prepared or furnished by CEC are instruments of service and will remain CEC's property. Designs, reports, data and other work product delivered to or on behalf of the Client are for Client's use only for the limited purposes disclosed to CEC and subject to Client paying for the services to provide said work product. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk. Any technology, methodology, or technical information learned or developed by CEC will remain its property.

8. Confidentiality and Subpoenas. Information about this Agreement and CEC's services and information provided by the Client about the services will be maintained in confidence and will not be disclosed to others without the Client's consent, except as CEC believes is necessary to perform its services, comply with professional standards to protect public safety, health and the environment, and to comply with laws and court orders. CEC will make reasonable efforts to notify the Client prior to any disclosure except as necessary to perform its services. Information available to the public and unprotected information acquired from third parties will not be considered confidential.

9. Insurance. During the work, CEC will maintain workers' compensation, commercial general liability, automobile liability, and professional liability insurance in the following minimum amounts: Workers compensation statutory amount; General liability \$1,000,000 per occurrence, \$2,000,000 aggregate; Auto liability \$1,000,000 per accident; Professional liability \$5,000,000 aggregate. CEC will furnish certificates of insurance upon request. City/SUA shall be named as an additional insured in amounts equal to the liability limits set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151, et seq.

10. Limitation of Liability. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of CEC and its affiliates and sub-consultants and their employees, officers, and directors for all claims arising out of this Agreement or the services is limited to the compensation received by CEC under this agreement or \$25,000 whichever is greater. This limitation applies to all injuries, damages, claims, losses, expenses and defense costs, whether based in contract, negligence, strict liability, statutory, trespass, indemnity, misrepresentation or any other theory of liability. No claim will be valid if presented to CEC more than ten (10) years after substantial completion of the services or, if shorter, the applicable statute of limitations period. CEC will not be liable for lost profits, loss of use of property, diminution of value of property or goods, delays, cost to obtain replacement samples, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages.

11. Disputes. All disputes between the Client and CEC shall be subject to non-binding mediation. Either party may demand mediation by serving written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring the matter be mediated within forty-five days of service of notice. The mediation shall be administered by the American Arbitration Association in accordance with their most recent Construction Mediation Rules, or by such other person or organization as the parties may agree on. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five days after service of notice.

12. Assignment. Client may not assign the Agreement between CEC and Client without the prior written consent of CEC.

13. Delivery/Force Majeure. CEC shall have no liability for delays or any other breach of its obligations resulting from an Act of God, war, riot, explosion, accident, act of government, work stoppage, default of subcontractor or supplier of materials, or any other cause beyond the reasonable control of CEC.

14. Other. This Agreement shall be governed by Oklahoma law. This Agreement becomes effective when fully executed by all parties and will remain in effect as defined by the requirements of the work. The above terms and conditions regarding Limitation of Liability and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause. Any amendment to this Agreement must be in writing signed by all parties. This Agreement supersedes any contract terms, purchase orders or other documents issued by the Client. If these Terms and Conditions have been provided to you, CEC must receive this fully executed document or written authorization to commence services. The provisions of this Agreement are severable; if any provision is unenforceable, it shall be appropriately limited and given effect to the extent that it is enforceable. Headings in these Terms and Conditions are for convenience only and do not form a part of the agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties.



Appendix A



2023 Cooperative and Public Power Rate Schedule

Practice Leader	\$280.00 per hour
Department Manager	\$270.00 per hour
Senior Engineer (PE)	\$251.00 per hour
Project Manager	\$216.00 per hour
Site Manager	\$200.00 per hour
Project Engineer (PE)	\$213.00 per hour
Engineer Intern (EI)	\$149.00 per hour
Team Leader	\$156.00 per hour
Senior Design Office / Field Technician	\$131.00 per hour
Design Office/ Field Technician	\$110.00 per hour
Inspector	\$114.00 per hour
Material Management Specialist	\$141.00 per hour
Senior Assistant	\$106.00 per hour
Administrative Assistant	\$87.00 per hour



Appendix B



Construction Materials Testing • Special Inspections • Geotechnical Engineering

Proposal for Geotechnical Engineering Services

Date: 11/14/2023 **Proposal No.:** PG156223 **Contact:** Joel Blair, P.E.
Project: Stillwater Electric Utility **Address:** 4617 E 91st St, Tulsa, OK 74137
Client: CEC Corporation **Phone:** (918) 663-9401
Location: [N Perkins Rd, Stillwater, OK 74075](#) **Email:** joel.blair@connectcec.com

SERVICES	UNIT	RATE	QUANTITY	TOTAL
Scope: Two (2) borings will be drilled to 50 feet into rock or auger refusal, whichever occurs first				
Mobilization - ATV Drill Rig & Support Truck	Trip	\$ 1,000.00	1	\$ 1,000.00
Auger Drilling w/ SPT - ASTM D1586 (50 feet)	Boring	\$ 900.00	2	\$ 1,800.00
Auger Drilling w/ SPT - ASTM D1586 (40 feet)	Boring	\$ 750.00		\$ -
Auger Drilling w/ SPT - ASTM D1586 (25 feet)	Boring	\$ 575.00		\$ -
Rock Coring Set-up Fee (per hole)	Each	\$ 175.00		\$ -
Rock Coring (5-ft runs)	Feet	\$ 42.00		\$ -
Shelby Tube Sampling (includes tube)	Each	\$ 50.00		\$ -
Boring Backfilled w/ Bentonite Chips	Hole	\$ 140.00	2	\$ 280.00
Boring Backfilled w/ Grout, Tremie Method	Feet	\$ 11.00		\$ -
Drill Rig Transition Time	Hour	\$ 250.00	1	\$ 250.00
Overnight/Per Diem (2-man crew)	Each	\$ 550.00		\$ -
Lab - Preparation/Testing of Boring Log Samples	Hour	\$ 1,466.00	1	\$ 1,466.00
Lab - Atterberg Limits - ASTM D4318				
Lab - Moisture Content - ASTM D2216				
Lab - Wash No. 200 - ASTM D1140				
Project Coordination (OKIE One Call, Communication)	Hour	\$ 85.00	2	\$ 170.00
Final Report (Pile Bearing Capacity/L-Pile Recommendations)	Each	\$ 450.00	1	\$ 450.00
Total Cost:				\$ 5,416.00

Remarks: Client will provide clear access to boring locations and gate/site access, where applicable.
AIMRIGHT will provide drilling services within 2 to 4 weeks of receiving notice to proceed.
AIMRIGHT will provide final report within 5 to 6 weeks of receiving notice to proceed.
AIMRIGHT will invoice as lump sum total cost unless additional services are required.

Prepared by: Justin Boyd



PROJECT AUTHORIZATION and INFORMATION LISTING

Proposal No.		Date:	
---------------------	--	--------------	--

Authorization			
Firm Name:			
Address:			
Phone #:			
Print Name/Title:			
Signature:			
Project Information			
Name:			
Location:			
Project No.:			
Purchase Order No.:			
Manager:			
Invoicing			
Name:			
E-mail:			
Address:			
Phone #:			
Distribution Copies			
Name:		E-mail:	
Name:		E-mail:	
Name:		E-mail:	
Name:		E-mail:	
Special Instructions			

GENERAL TERMS AND CONDITIONS

SECTION 1: STANDARD OF CARE

- 1.1** The standard of care for all services performed or furnished by AIMRIGHT Testing and Engineering, LLC ("Consultant") under this Contract will be that level of care and skill ordinarily exercised by members of Consultant's profession practicing under similar conditions at the same time and in the same geographical region. Consultant makes no warranties, express or implied, under this Contract or otherwise, in connection with the Consultant's services.

SECTION 2: CONSULTANT'S SERVICES

- 2.1** Services. Consultant shall perform the services described in Consultant's Proposal in accordance with this Contract, which may include construction materials testing services or subsurface exploration and geotechnical consultation services.

- 2.2** Subsurface Exploration and Geotechnical Consultation Services. If Consultant's Proposal includes services for subsurface exploration and geotechnical consultation, then this Section 2.2 shall apply:

(a) Subsurface Risks. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Site exploration may fail to detect unknown or undocumented conditions such as sinkholes, underground mines, caverns, hazardous materials, etc. Subsurface sampling may also result in unavoidable contamination of certain subsurface areas, or bodies of water if unknown contaminated zones exist at the site. The passage of time also must be considered, and Client recognizes that, due to natural occurrence or other direct or indirect human intervention at the site or distance from it, actual conditions may quickly change. Client understands that elimination of these risks is not possible and therefore waives any claim against Consultant, for injury or loss or property liability that may arise from such subsurface conditions.

(b) Site Clearing/Erosion Control. When clearing of vegetation or benching into the earth is required to provide access for exploration equipment, rough-cleared access roads and some felled trees may result. Consultant shall not be responsible for restoring the site to its original condition, and Consultant shall not conduct any regrading, revegetation or erosion control.

(c) Utilities/Existing Man Made Objects. Prior to Consultant commencing the services, Client shall disclose the presence and accurate location of any utilities and any hidden or obscure man-made objects to Consultant in writing. Consultant shall not be responsible for any damages to subterranean structures or objects that were not specifically identified to Consultant in writing prior to Consultant commencing the services and/or which were not correctly shown on the plans furnished to Consultant. The Client agrees to waive any and all claims against the Consultant Group and to defend, indemnify and hold harmless the Consultant Group from and against all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or relating to damage to subsurface conditions or structures, whether owned by Client or third parties.

(d) Samples. Consultant will retain all soil and rock samples for thirty (30) days. Further storage or transfer can be made at the Client's expense upon written request.

- (e) Construction Estimates/Bid Documents/Plans and Specifications.

(1) Any reports prepared by Consultant in connection this Contract are for general geotechnical design purposes only, and Client shall not rely on these reports to prepare accurate bids or estimates for excavation and rock quantities, dewatering, removal of unsuitable materials or excavation support. An entirely different work scope will be required for quantity estimation purposes.

(2) Client agrees to retain Consultant to review the plans and specifications and work with other design professionals who are affected by any report furnished by Consultant in connection with this Contract. The review of plans and specifications is to assure that the geotechnical issues have been dealt with properly and that geotechnical findings and recommendations are properly interpreted and incorporated in design.

(3) Misinterpretation or improper use of Consultant's reports by contractors or others in preparing cost and quantity estimates or bid documents is a major cause of construction claims. Client agrees to defend, indemnify and hold harmless the Consultant Group from and against all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or relating to cost or quantity estimates or bid documents prepared by others without Consultant's written approval.

2.3 Time. Unless specific periods of time or specific dates are specified in this Contract, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. If in this Contract specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of Consultant, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

2.4 Changes. If Client requests changes in the scope of Consultant's services, the time of performance of Consultant's services shall be adjusted equitably and the rates and amounts of compensation provided for herein shall also be subject to equitable adjustment.

SECTION 3: OWNERSHIP OF DOCUMENTS

3.1 All reports, boring logs, field notes, laboratory test data, calculations, estimates, proprietary information and other documents or information ("Instruments of Service") prepared, developed, or acquired by Consultant shall be the property of Consultant, and Consultant shall retain an ownership and property interest therein.

3.2 Client agrees that all Instruments of Service or other work furnished to the Client or its agents, which are not paid for in accordance with the Contract, shall be returned to Consultant upon demand and shall not be used by the Client for any purpose whatever.

3.3 Consultant hereby grants to Client a nonexclusive license to use the Instruments of Service furnished by Consultant only for the purpose of the operation and maintenance of the Project for which the Instruments of Service were provided. Client may make and retain copies of the Instruments of Service only for use on the Project by Client. The Instruments of Service are not suitable for reuse by Client or others on extensions, modifications, or expansions of the Project or any other project. Any such reuse or modification without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, shall be at Client's sole risk and without liability or legal exposure to Consultant, or to Consultant's officers, directors, partners, employees, agents, or representatives (the "Consultant Group").

3.4 Client agrees to waive any and all claims against the Consultant Group and to defend, indemnify and hold harmless the Consultant Group from and against any and all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or relating to Client's use of the Instruments of Service in violation of the Contract.

SECTION 4: PAYMENT TERMS

4.1 Client shall pay Consultant for the services performed or furnished on the basis set forth on the Information Sheet.

4.2 Invoices will be submitted monthly to Client and upon Consultant's completion of services. Invoices are due and payable within thirty (30) days of receipt. If Client fails to make any payment due Consultant for services or expenses within thirty (30) days after receipt of Consultant's invoice, the amounts due Consultant will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Consultant may, after giving seven (7) days written notice to Client, suspend the services until Consultant has been paid in full all amounts due. Payments will be credited first to interest and then to principal.

4.3 In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and Client shall pay to Consultant the undisputed portion.

4.4 Client agrees to pay all collection costs and expenses, including attorneys' fees, incurred by Consultant in collecting or attempting to collect any past due account.

SECTION 5: INSURANCE & LIMITATION OF LIABILITY

5.1 Consultant shall procure and maintain the following insurance coverage:

- | | | |
|-----|---|----------------------------|
| (a) | Worker's Compensation Insurance | statutory limit |
| (b) | Employer's Liability | \$1,000,000 |
| (c) | Comprehensive General Liability Insurance | |
| | General Aggregate | \$2,000,000 |
| | Bodily injury & property damage | \$1,000,000 per occurrence |
| (d) | Automobile Liability Insurance | \$1,000,000 per occurrence |

5.2 Limitation of Professional Liability. Notwithstanding anything in the Contract to the contrary, and to the fullest extent permitted by law, Client agrees that the total liability of the Consultant Group to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused by the acts or omissions of Consultant shall not exceed \$100,000.00 or Consultant's total fee for the services, whichever is more.

5.3 Waiver of Consequential Damages. Notwithstanding anything herein to the contrary, neither Consultant nor Client shall be liable to the other for any consequential, special, or indirect losses or damages, whether arising in contract, warranty, tort, strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing.

SECTION 6: RIGHT OF ENTRY

6.1 Client and/or property owner shall provide access to and make all provisions for right of entry to Consultant and all equipment necessary for Consultant to perform the services. It is understood by Client that in the normal course of services some damage may occur, the correction of which is not part of this Contract. Client shall not be responsible whatsoever for any such damage or for the correction of any damage.

SECTION 7: SAMPLING OR TEST LOCATION

7.1 Unless otherwise specified in writing, the Consultant's fees set forth on the Information Sheet do not include costs associated with surveying the site for the accurate horizontal and vertical locations of boreholes, test pits or other field tests performed. Client shall be responsible for such additional costs. Field tests or boring locations described in Consultant's report or shown on sketches are based on information furnished by others or estimates made in the field by Consultant's representatives. Client acknowledges and agrees that such dimensions, depths, or elevations are approximations only. Client shall not rely upon such information, and Consultant makes no warranties, express or implied, as to this information.

SECTION 8: MONITORING OF FIELD ACTIVITIES

8.1 The presence of Consultant's field personnel, either full-time or part-time, at the Project will be for the purpose only of providing periodic observation and field testing of specific aspects of the Project as authorized by the Client. Client acknowledges and agrees that Consultant will not be responsible for the supervision or direction of the contractor's work, or the work of contractor's employees, agents, or subcontractors. The presence or absence of Consultant's field representatives, or Consultant's observation or testing, shall not relieve the contractor of its responsibilities to perform its work in accordance with the plans and specifications. Consultant shall not have any control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the contractor's work or of any other persons or entities performing portions of the work at the Project.

8.2 The observations and tests performed by Consultant's field representative are valid only for the time and location the test is performed. The Client acknowledges that outside factors such as construction activity, weather and the passage of time can alter condition of the material tested or observed.

8.3 Client agrees that the contractor will be solely and completely responsible for working conditions at the Project, including safety of all persons and property during performance of its work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to

normal working hours. Client acknowledges and agrees that Consultant will not be responsible for job or site safety on the Project, and that Consultant does not have the duty or right to stop the work of the contractor.

- 8.4** Client waives any and all claims against the Consultant Group and agrees to indemnify, defend and hold harmless the Consultant Group from and against all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or relating to contractor's failure to perform its work in accordance with plans and specifications or contractor's failure to comply with the applicable safety requirements and regulations.

SECTION 9: HAZARDOUS SUBSTANCES

9.1 Client agrees to comply with all applicable laws related to Hazardous Substances. Consultant shall not be responsible in any way for any Hazardous Substances uncovered, revealed, or discovered at the Project site.

9.2 The term "Hazardous Substance" means any substance or material: (i) the presence of which requires management, reporting, investigation or remediation under any federal, state or local law, statute, rule, regulation, ordinance, order, action, policy or common law; (ii) which is or becomes regulated by any federal, state or local governmental authority, including without limitation, any substance or waste material which is defined or listed as a "hazardous waste," "acutely hazardous waste," "extremely hazardous substance," "restricted hazardous waste," "industrial waste," "hazardous substance," "hazardous material," "pollutant" "hazardous air pollutant," "criteria pollutant," "volatile organic compound," "priority pollutant," "special waste," "SARA 313 chemical" or "contaminant" under any law; (iii) which contains gasoline, diesel fuel or other petroleum hydrocarbons or a petroleum derivative; (iv) which contains polychlorinated biphenyls ("PCBs"), asbestos or urea formaldehyde; or (v) which poses an unreasonable risk of injury to human health or the environment.

9.3 If any Hazardous Substance is discovered at the Project site, the Client shall be solely responsible for all costs and expenses associated with the discovery of such Hazardous Substance. To the fullest extent permitted by law, the Client shall defend, indemnify and hold harmless the Consultant Group from and against any and all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or related to Consultant's performance of the services in an area where a Hazardous Substance is discovered.

SECTION 10: DISPUTES

10.1 In the event of a dispute arising out of or relating to this Contract or the services to be rendered hereunder, Client and Consultant agree to attempt to resolve such disputes in the following manner:

(a) Amicable Resolution. The parties agree to first attempt to resolve such disputes amicably through direct negotiations between the appropriate representatives of each party.

(b) Mediation. If such negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by mediation conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Oklahoma. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(c) Arbitration. The parties acknowledge and agree that the Contract and the subject matter hereof are substantially connected with and involved with interstate commerce. Any controversy, dispute or claim arising out of or related to the Contract, or the breach thereof, not otherwise resolved in accordance with this Section shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration hearing shall be held in Oklahoma. The provisions of this section to arbitrate and any judgment rendered upon the award by the arbitrator or arbitrators may be enforced in any court having jurisdiction thereof. The prevailing party shall be entitled to have its reasonable attorneys' fees and related costs and expenses paid by the non-prevailing party.

SECTION 11: THIRD PARTY CLAIMS

11.1 To the fullest extent permitted by law, Client agrees to defend, indemnify and hold harmless the Consultant Group from and against any and all third party claims whatsoever (including, but not limited to, all attorneys' fees and dispute resolution costs) arising from any act, error, or omission of Client relating to the Project. To the fullest extent permitted by law, Consultant agrees to defend, indemnify and hold harmless the Client from and against any and all third party claims whatsoever (including, but not limited to, all attorneys' fees and dispute resolution costs) arising from any act, error, or omission of Consultant relating to the Project.

SECTION 12: TERMINATION

12.1 This Contract may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with this Contract, and provided that the defaulting party has not cured such failure within five (5) days after receiving such written notice. In the event of termination, Consultant shall be paid for services performed to the termination date plus reasonable termination expenses.

12.2 In the event Client terminates or suspends Consultant's services for three (3) months or more prior to Consultant's completion of all reports contemplated by this Contract, Consultant may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of termination or suspension. Client shall be responsible for the expenses of such termination or suspension, which shall include, without limitation, all costs of Consultant to complete such analyses, reports or records.

12.3 Consultant may terminate the Contract by written notice to Client if Client fails to pay Consultant's undisputed invoices in the manner required by this Contract, if such failure continues for a period of ten (10) days after written notice is given to Client.

SECTION 13: ASSIGNS

13.1 Neither the Client nor Consultant may delegate, assign, sublet or transfer any obligation or interest in this Contract without the written consent of the other party.

SECTION 14: CERTIFICATIONS, GUARANTEES AND WARRANTIES

14.1 Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant having to certify, guarantee or warrant the existence of conditions whose existence Consultant cannot ascertain. Client shall not make resolution of any dispute with Consultant or payment of any amount due to Consultant in any way contingent upon signing any such certification, guarantee, or warranty.

SECTION 15: MISCELLANEOUS

15.1 Governing Law. This Contract shall be governed by the law of the state in which the Project is located.

15.2 Notices. Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally, by certified mail (return receipt requested), or by Federal Express, UPS, or other nationally recognized overnight carrier. All notices shall be effective upon the date of receipt.

15.3 Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Contract.

15.4 Headings. This Contract may be executed in one or more counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument. All signatures need not appear on the same counterpart.

15.5 Severability. The determination of the invalidity of all or any provision in this Contract shall not render the remaining provisions void or unenforceable, and this Contract shall thereafter be construed as though such invalid provision were not a part hereof.

REPORT TO: STILLWATER UTILITIES AUTHORITY**MEETING DATE: FEBRUARY 26, 2024**

Agenda Item:	2.e. SUA-24-07
Previous/Related Action:	N/A
Background/Issue:	Electric Distribution has stockpiled a significant amount of rotten wood distribution and transmission poles that are in need of disposal.
Proposal/Solution:	Staff has gathered three quotes and located a company that will shape, load, and dispose of the poles in an environmentally friendly manner. The quoted price is under \$50,000 and will be approved administratively; however, the disposal project requires a budget amendment to appropriate the necessary funding.
Financial Source/Impact:	Funds are available in the electric rate stabilization fund and will be appropriated by approval of the budget amendment.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #3 SAFE COMMUNITY
Recommended Action/Motion:	Motion to approve budget amendment appropriating \$49,995 for disposal of utility poles removed from service.
Prepared By:	Loren Smith, Electric Utility Dir.
Reviewed By:	Loren Smith Patti Osmus
Submitted By:	Kimberly Meek, General Manager

Attachments

1. Budget Amend Utility Pole Disposal



Budget Amendment Request

For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 02/08/2024

Department: Electric Utility

Requested by: Loren Smith

SUA Consent 2d. ✓

Explanation: Expenditure:
Appropriate funds for disposal of utility poles removed from service.

SUA-24-07

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Utility Pole Disposal	9119011 - 54010	24RS09911	\$ 0	\$ 49,995	\$ 49,995
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

Net Change: (will usually result in a total increase or decrease)

\$ 49,995

Reviewed by Department Manager: Lo Smith

Date: 02/08/2024

Reviewed by Finance: Cheryl Cheryl

Date: 2-9-2024

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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REPORT TO: STILLWATER UTILITIES AUTHORITY**MEETING DATE: FEBRUARY 26, 2024**

Agenda Item:	2.f. SUA-24-10
Previous/Related Action:	
Background/Issue:	The current sewer camera system is approximately 13 years old and requires frequent and costly repairs. The system has become obsolete, making repairs and upgrades difficult if not impossible. The existing camera system is rigidly mounted in a van and can only be utilized at locations accessible by the van. The current system cannot be used when the van is being serviced or repaired. Staff researched multiple CCTV equipment options and viewed multiple equipment demonstrations. A small portable unit that can be easily moved between vehicles and equipment was chosen as the best option for versatility and for accessing locations.
Proposal/Solution:	Staff recommends the purchase of the Envirosight Rovver X System with Integrated Camera Lift and Outpost with related support equipment, and Verisight Pro+ Push Camera Kit for a total amount not to exceed \$166,350, which includes a 10% contingency, from Key Equipment & Supply Co. via State Contract SW0193. The Envirosight Rovver X System will increase CCTV capabilities by allowing access to many locations not currently accessible by the van mounted camera system. This compact and portable camera system can be deployed from any vehicle, including pickups and UTVs, making it adaptable and accessible to all areas of the sewer system.
Financial Source/Impact:	Funds for these purchases will be appropriated from the Wastewater Fund by approval of the budget amendment.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #2 MOTIVATED MANAGEMENT
Recommended Action/Motion:	Motion to approve the purchase of CCTV equipment and related support equipment as described by staff for a total amount not to exceed \$166,350 from Key Equipment & Supply Co. via State Contract SW0193, approve the budget amendment appropriating the funds, and authorize the General Manager to sign related documents.
Prepared By:	James Driskel, Water Utilities Dir.

Reviewed By:	James Driskel
	Patti Osmus
Submitted By:	Kimberly Meek, General Manager

Attachments

1. SUA-24-10 Attachment BA



Budget Amendment Request
For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449
Office: 405.372.0025
Web: stillwater.org



Date: 02/21/2024
Department: Water Resources

Requested by: James Driskel SUA-24-10

Explanation:

Expenditures:
Appropriate funds for the purchase of CCTV Camera Equipment.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	CCTV Camera Equipment	9139348 - 54008	24SC01913	\$ 0	\$ 166,350	\$ 166,350
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

Net Change: (will usually result in a total increase or decrease)

\$ 166,350

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Cheryl Clench

Date: 2-21-2024

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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REPORT TO: STILLWATER UTILITIES AUTHORITY**MEETING DATE: FEBRUARY 26, 2024**

Agenda Item:	2.g. SUA-24-11
Previous/Related Action:	
Background/Issue:	Current jet-rodding equipment is truck mounted, so many remote manholes within the sewer system cannot be accessed and cleaned. Accessing manholes in backyards and easements often requires long manual hose pulls. These long pulls are not only physically difficult, but also make communications between staff at a manhole and the truck challenging. Staff researched current equipment options that assist with remote access and viewed multiple easement machine demonstrations. These easement machines are small rubber tracked units that can pass through narrow gates while also navigating rugged terrain. These machines carry a hose reel with up to 600' of jet-rodding hose, connect to existing jet-rodding trucks for water and pumping pressure, and pull the truck hose to remote manholes. Once at the manhole, operators can utilize the additional 600' on the hose reel to safely clean sewer lines. This unit would double the distance reachable by current equipment while also increasing operator safety.
Proposal/Solution:	Staff recommends the purchase of a PipeHunter Sidekick Side-Trac compact rubber tracked easement machine with related support equipment for a total amount not to exceed \$77,200, which includes a 10% contingency, from Key Equipment & Supply Co. via State Contract SW0193. This unit works as an extension that connects to current jet-rodding trucks as the water and pressure source, and would double the distance reachable. This easement machine will also improve safety by reducing the need to drag the heavy jet-rodding hose into easements, backyards, and other areas not accessible by trucks.
Financial Source/Impact:	Funds for these purchases will be appropriated from the Wastewater Fund with approval of the budget amendment.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #2 MOTIVATED MANAGEMENT
Recommended Action/Motion:	• Motion to approve the purchase of a PipeHunter Sidekick

Side-Trac compact rubber tracked easement machine with trailer and related support equipment for a total amount not to exceed \$77,200 from Key Equipment & Supply Co. via State Contract SW0193, approve the budget amendment appropriating expenditures from the Wastewater Fund, and authorize the General Manager to sign related documents.

Prepared By:	James Driskel, Water Utilities Dir.
Reviewed By:	James Driskel Patti Osmus
Submitted By:	Kimberly Meek, General Manager

Attachments

- 1. SUA-24-11 Attachment BA



Budget Amendment Request

For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org



Date: 02/21/2024

Department: Water Resources

Requested by: James Driskel

SUA-24-11

Explanation:

Expenditures:
Appropriate funds for the purchase of easement machine with trailer.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Easement Machine with Trailer	9139348 - 54008	24SC02913	\$ 0	\$ 77,200	\$ 77,200
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

Net Change: (will usually result in a total increase or decrease)

\$ 77,200

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Clay Church

Date: 2-21-2024

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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Budget Amendment Request

For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org



Date: 02/13/2024

Department: Finance

Requested by: Christy Cluck SUA 2h. 02.26.24

Explanation:

Revenue:
Increase transfers-in from General Fund to SUA for the dedicated portion of the increase in sales tax projections.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfer In	9000000 - 61000		\$ 9,375,000	\$ 375,000	\$ 9,750,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

Net Change: (will usually result in a total increase or decrease)

\$ 375,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Cluck

Date: 2-21-2024

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

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