



Together, Investing in Municipal Excellence

STILLWATER UTILITIES AUTHORITY MEETING AGENDA

APRIL 1, 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 meeting minutes from March 25, 2024		
b.	Approve the Assignment of Contract Form from Bancroft International to Bancroft Design, Inc. and authorize the General Manager to execute the Form.	SUA-24-14	Candy Staring
c.	Approval of CREC Agreement to allow Electric Service and authorize the City Manager to sign the agreement		Brady Moore

3. Public Comment on Items not Scheduled for Public Hearings

Stillwater City Code, Section 2-53(a) & (b), provides that taxpayers or residents of the city, or their authorized legal representatives, may address the Trustees 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. General Orders

The Stillwater Utilities Authority will hear a staff presentation, discuss, and take action including a vote or series of votes on each item listed as presented or as amended or revised by the Stillwater Utilities Authority unless the agenda entry specifically states that no action will be taken. The requested action is indicated in each agenda entry but may be amended or revised prior to action by the Stillwater Utilities Authority.

a.	Consider approval of the Professional Services Agreement with HDR Engineering, Inc for Wastewater Master Plan and Model, and approve the associated budget amendment, and authorize the General Manager to sign the agreement.	SUA-24-15	David Barth
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6. Resolutions

The City Council will hear a staff presentation, discuss, and take action including a vote or series of votes on each resolution listed as presented or as amended or revised by the City Council.

a.	Adopt Resolution SUA-2024-1 authorizing an equipment lease purchase agreement.	SUA-24-16	Christy Cluck
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7. Questions and Inquiries

8. 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

9. Adjourn

On March 29, 2024 at 11:30 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 405.742.8243.

- 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 MARCH 22, 2024 AT 9:00 A.M. AT THE MUNICIPAL BUILDING,
723 SOUTH LEWIS, STILLWATER, OKLAHOMA

MINUTES
STILLWATER UTILITIES AUTHORITY
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
MARCH 25, 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 6:05 p.m.

2. CONSENT DOCKET

- a. Approve meeting minutes from February 26, 2024
- b. Approve budget amendment for AMI Project
- c. Approve Blue Peak Pole Attachment Agreement #14
- d. Approve expenditures for equipment parts up to \$1,345,000 from Wartsila for the three 18V50SG engine/generators at the Stillwater Energy Center and approve budget amendment appropriating \$1,345,000 from the Electric Rate Stabilization fund.

MOTION BY VICE CHAIR DZIALOWSKI, SECOND BY TRUSTEE HAWKINS 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. QUESTIONS & INQUIRIES

None.

6. 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

7. ADJOURN

MOTION BY TRUSTEE CLARK, SECOND BY TRUSTEE HARDIN TO ADJOURN THE MARCH 25, 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 March 25, 2024 regular meeting of the Stillwater Utilities Authority adjourned at 6:05 p.m.

WILLIAM H. JOYCE, CHAIR
STILLWATER UTILITIES AUTHORITY

TERESA KADAVY, SECRETARY
STILLWATER UTILITIES AUTHORITY

REPORT TO: STILLWATER UTILITIES AUTHORITY**MEETING DATE: APRIL 1, 2024**

Agenda Item:	2.b. SUA-24-14
Previous/Related Action:	<u>CC-23-109 and SUA-23-37</u> . Approve and fund a Master Services Agreement for surveying and engineering services with Bancroft International, including Task Order 1.
Background/Issue:	To minimize administration time associated with repetitive contracting and to maximize production time, Staff utilize master services agreements for task order-based contracting. These types of agreements do not limit the City's ability to execute agreements with other firms for similar work. A Master Services Agreement (MSA) between the City/SUA and Bancroft International was authorized in July 2023. The local office of Bancroft International has changed its name to Bancroft Design.
Proposal/Solution:	An Assignment of Contract Form has been executed by Bancroft International to assign the MSA to Bancroft Design.
Financial Source/Impact:	Additional appropriations are not associated with this action.
Related Strategic Priority:	#2 MOTIVATED MANAGEMENT #4 CONNECTED SPACES
Recommended Action/Motion:	Staff recommend a motion to approve the Assignment of Contract Form from Bancroft International to Bancroft Design, Inc. and authorize the General Manager to execute the Form.
Prepared By:	Candy Staring, Engineering Dir.
Reviewed By:	Candy Staring Teresa Kadavy Brady Moore
Submitted By:	Kimberly Meek, General Manager

Attachments

1. Bancroft Assignment of Contract v3 - FINAL

ASSIGNMENT OF CONTRACT; CONSENT TO ASSIGNMENT; AND
ACCEPTANCE OF ASSIGNMENT

The Contract between the City of Stillwater, Oklahoma and Stillwater Utilities Authority ("City/SUA") and Bancroft International ("Assignor") for furnishing surveying and professional services under the Contract Documents entitled City of Stillwater On-Call Civil Engineering Services ("the Contract") is hereby assigned, transferred, and set over to Bancroft Design, Inc, ("Assignee"). The Assignee shall be totally responsible for the performance of Assignor and for the duties, rights and obligations of Assignor, not otherwise retained by Assignor, under the terms of the Contract between the City/SUA and Assignor.

The City/SUA warrants and represents that the Contract is in full force and effect and, with the consent of the parties, is fully assignable.

Assignor warrants that, with the agreement of the City/SUA, it has the full right and authority to transfer said contract and that the contract rights herein transferred are free of lien, encumbrance or adverse claim.

Assignee has provided the City/SUA with the evidence of insurance required by the Contract and named the City/SUA as additional insured as required by the Contract. If applicable, Assignee has provided the City/SUA with new bonds or evidence of the surety's consent to the assignment of existing bonds, to the satisfaction of the City/SUA.

Assignee hereby assumes and agrees to be bound by the terms of the Contract and to perform all the remaining and executory obligations of Assignor under the Contract.

The City/SUA hereby agrees to the assignment of the Contract from Assignor to Assignee.

This assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

ASSIGNMENT DIRECTED BY:

Bancroft International

By: _____
Daniel McPeck, Vice President

Date: _____

VERIFICATION

State of Oklahoma)
) ss.
County of Payne)

Before me, a Notary Public, on this _____ day of _____ 2024, personally appeared _____, known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

Notary Public

ASSIGNMENT ACKNOWLEDGED AND ACCEPTED BY:

Bancroft Design, Inc, Assignee

By: _____
Daniel McPeck, Vice President

Date: _____

VERIFICATION

State of Oklahoma)
) ss.
County of Payne)

Before me, a Notary Public, on this _____ day of _____ 2024, personally appeared _____, known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

Notary Public

CONSENT TO ASSIGNMENT BY:

Attest:

City of Stillwater, Oklahoma
A Municipal Corporation

City Clerk

By: _____
Kimberly Meek, City Manager

Date: _____

Attest:

Stillwater Utilities Authority

Secretary

By: _____
Kimberly Meek, General Manager

Date: _____

Approved as to Form:

Kimberly Carnley, City Attorney

Date: _____

AGREEMENT TO ALLOW ELECTRIC SERVICE

1. This agreement, made this ____ day of _____, 2024, is between Central Rural Electric Cooperative, an Oklahoma cooperative/corporation ("CREC") and the Stillwater Utility Authority ("SUA"), an Oklahoma public trust, collectively "the Parties," and arises concerning a recognized need to allow SUA to provide retail electric service to a certain facility or facilities.
2. Consumer has requested service at certain facilities. CREC has services near the requested location, however, CREC and SUA have found the release would support the ability to provide service in an efficient manner which may reduce the duplication of facilities and potentially create a safer working environment. CREC hereby agrees and consents to allow SUA to provide retail electric service to existing and future facilities located within the below described area:

Section 20, Township 19 North, Range 3 East I.M., Payne County, Oklahoma, being described as follows; Commencing at the Northwest corner of the NW/4; Thence S00°07'03"E along the Section line 1299.07 feet to the Point of Beginning; Thence N89°52'57"E 1320.58 feet; Thence S25°15'14"E 938.91 feet; Thence N81°08'14"E 182.87 feet; Thence S06°10'04"E 559.70 feet to the South line of the NW/4; Thence S89°46'38"W along the South line of the NW/4 a distance of 1959.14 feet to the Southwest corner of the NW/4; Thence N00°07'03"W along the Section line 1382.37 feet to the Point of Beginning.

3. This agreement is an agreement and resolution of a potential dispute over legal issues limited to the facts of this instance, and is intended to end and avoid legal differences without creating a precedent, business practice, routine or habit of any nature as to past or future disputes between these parties or disputes which may involve other parties. Neither party may rely on this settlement agreement in any way in dealings other than those described in the first two paragraphs of this agreement.
4. This agreement shall be binding upon the Parties and their respective successors, assigns and parent companies.
5. This agreement may be executed in counterparts.

CENTRAL RURAL ELECTRIC COOPERATIVE

By 
Hunter Robinson, CEO

STILLWATER UTILITY AUTHORITY

By _____
Kimberly Meek, General Manager

REPORT TO: STILLWATER UTILITIES AUTHORITY

MEETING DATE: APRIL 1, 2024



Agenda Item:	5.a. SUA-24-15
Previous/Related Action:	SUA 04-50; SUA 05-01
Background/Issue:	In January 2005, SUA authorized a professional services agreement with Carter Burgess (acquired by Jacobs in 2007) to prepare a Wastewater Master Plan (WWMP) for the sanitary sewer collection system. The WWMP effort included an update and calibration to the City's wastewater model. The WWMP and model update was completed in June 2010. Staff have determined that a WWMP should be completed due to the following factors: • WWMPs should be updated every 10 years to maintain accurate modeling results; • the current wastewater model is skeletonized and only includes a portion of our sanitary sewer collection system piping; • significant development and changes within the City's sanitary sewer collection system have occurred since our last WWMP was completed; and • the flow monitoring program during the previous master planning effort was conducted during a period of minimal rainfall and provided limited data to predict impacts to the collection system due to inflow/infiltration.
Proposal/Solution:	Staff issued a Request for Proposals to five consulting firms who have experience preparing WWMPs. Proposals were received from Black and Veatch, Freese and Nichols, and HDR Engineering, Inc.(HDR). Water Utilities and Engineering staff reviewed the proposals and selected HDR for this project. Staff has negotiated an initial scope and fee for a Professional Services Agreement (PSA) with HDR Engineering, Inc. to provide flow monitoring at locations throughout the collection system.

	Flow monitoring is scheduled to begin in mid-April to capture data for dry weather flows and wet weather events that occur most often during Spring. This monitoring will also capture dry weather flow data for the residential and core areas of the OSU campus while school is in session and the population is the highest. Staff will return to SUA to request an amendment to the PSA with HDR for the remainder of the work to produce the WWMP and model set up.
Financial Source/Impact:	The Wastewater Fund has sufficient funds for this request.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Staff recommends that Trustees: • Approve the Professional Services Agreement with HDR Engineering; • Authorize total expenditures not-to-exceed \$396,000 which includes a 10% contingency; and • Authorize the General Manager to sign the agreement and related budget amendment.
Prepared By:	David Barth, Engineering Manager of Water Utilities
Reviewed By:	Candy Staring Teresa Kadavy Brady Moore
Submitted By:	Kimberly Meek, General Manager

Attachments

1. Engineering - WW Master Plan - 4.1.2024 - Expenditure
2. 1. WWMP and Model Agreement - Final

Budget Amendment Request

For Budget Year _____

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

Office: 405.372.0025
Web: stillwater.org

Date: _____

Department: _____

Requested by: _____

Explanation:

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	-				
	-				
	-				
	-				
	-				
Decrease:	-				
	-				
	-				
	-				
	-				

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

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

Waste Water Master Plan Update and Model

Owner: Stillwater Utilities Authority

Engineer: HDR Engineering, Inc.

Project #: 24SP01

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



and

Issued and Published Jointly

by



This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
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Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
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www.agc.org

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ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____, 20____ ("Effective Date") between

Stillwater Utilities Authority ("Owner") and

HDR Engineering, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Waste Water Master Plan Update and Model – Project 24SP01

Engineer's services under this Agreement are generally identified as follows:

Perform wastewater flow monitoring and develop/calibrate wastewater model. Update wastewater master plan and capital improvement plan.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.

- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the ~~Effective Date~~ written Notice to Proceed as provided by the Owner.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, ~~shall may~~ be adjusted equitably based on the schedules provided in Exhibit C.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, ~~shall may~~ be adjusted equitably based on the schedules provided in Exhibit C.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance of any task required in this Agreement within the time set forth, as duly adjusted, then ~~Engineer shall credit Owner \$100.00/calendar day until said task is completed.~~ shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer ~~shall~~ may submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
1. ~~amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and~~
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's ~~best~~ judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit -Not Included*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint

Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.03 *Use of Documents*

- A. ~~All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.~~ All Documents, including tracings, plans, computations, specifications, and maps prepared or obtained under the terms of the contract shall be delivered to and become property of

the Owner. All basic survey notes and sketched, charts, computations, and other data prepared or obtained under this contract shall be made available upon request to the Owner without restriction or limitation on their use subject to subsection E below. When a contract is for preliminary plans only, no commitment is made or implied that would constitute a limitation on the subsequent use of the plans or the ideas incorporated therein for preparation of construction plans.

- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. ~~If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.~~ If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. ~~Engineer grants Owner a limited license to~~ may use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; ~~(3) for the purposes of this Agreement and limited specifically to the relationship between Owner and Engineer, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from be responsible for all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4)~~ (3) such limited license to Owner use shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. ~~Owner and~~ Engineer shall ~~each~~ deliver to the Owner ~~other~~ certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

- A. Suspension:
 - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
 - 2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

B. *Termination*: The obligation to provide further services under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

- a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination*: The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination*:

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.

- ~~2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C, not to exceed 5% of the remaining project cost.~~

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located, which is the State of Oklahoma for the purposes of this project. Venue for any legal action shall be in Payne County, Oklahoma.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or 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.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H (Not Included) or other provisions of this Agreement, or exercising their rights under law.

- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may ~~invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may~~ exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option ~~and without liability for consequential or any other damages~~, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an ~~equitable~~ adjustment in its compensation or in the time of completion, or both; such adjustment shall be based on the schedules provided in Exhibit C, or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification ~~and Mutual Waiver~~*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project and Agreement, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property ~~(other than the Work itself)~~, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents,

employees, or Consultants. ~~This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~

- B. ~~*Indemnification by Owner:* See Exhibit I, Limitations of Liability.~~ Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- C. ~~*Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.~~
- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. ~~*Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.~~

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- E. ~~*Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.~~

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
 6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
 7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D (Not included).
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits *and Attachments* Included:

- A. Exhibit A, Engineer’s Services.

Appendix 1 to Exhibit A: Project Schedule

Appendix 2 to Exhibit A: Project Area Map

- B. Exhibit B, Owner’s Responsibilities.

- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

Appendix 1 to Exhibit C- Reimbursable Expenses

Appendix 2 to Exhibit C- Standard Hourly Rates

Appendix 3 to Exhibit C- Basis of Fee

- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. Not Included.

- E. ~~Exhibit E, Notice of Acceptability of Work. Not Included.~~

- F. Exhibit F, Construction Cost Limit. Not Included.

- G. Exhibit G, Insurance.

- H. ~~Exhibit H, Dispute Resolution. Not Included.~~

- I. ~~Exhibit I, Limitations of Liability.~~

- J. Exhibit J, Special Provisions. Not Included

- K. Exhibit K, Suggested Format for Amendment to Owner-Engineer Agreement. As Issued.

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:
Stillwater Utilities Authority

Engineer:
HDR Engineering, Inc.

By: _____

By: _____

Title: Kimberly Meek, General Manager

Title: Lucas Bathurst, Vice President/Area Manager

Date _____

Date _____

Signed: _____

Signed: _____

Engineer License or Firm's
Certificate No. CA-1446
State of: Oklahoma

Address for giving notices:

PO Box 1449
Stillwater, OK 74076-1449

Designated Representative (Paragraph 8.03.A):

Title:

Phone Number:

Facsimile Number: (405) 742-8324

E-Mail Address:

Address for giving notices:

17111 Preston Road, Suite 300
Dallas, TX 75248-1232

Designated Representative (Paragraph 8.03.A):

Joel Cantwell

Title: Project Manager

Phone Number: 972-960-4400

Facsimile Number:

E-Mail Address: joel.cantwell@hdrinc.com

Approved as to form and legality this _____ day of _____,
20____. _____
Kimberly Carnley, City Attorney

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Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineering services are rendered for Wastewater Flow Monitoring, Collection System Model and Master Plan.

Engineer shall provide Basic and Additional Services as set forth below.

PROJECT BACKGROUND

The Stillwater Utilities Authority (SUA) has identified the need to perform a comprehensive Wastewater Collection System Model and Master Plan project to evaluate the capacity of the wastewater collection system under current and future conditions. Given the need to gather time-sensitive wet weather field data, SUA and Engineer have agreed to separate the work into two phases to expedite approvals and commence with near-term field data collection requirements. The goal of the temporary flow monitoring program is to capture dry and wet weather flow data in the SUA sewer system during the spring of 2024, with flow monitoring data collection beginning no later than April 22, 2024. The overall master planning workplan will consist of five primary tasks. These overarching tasks and the associated workplan phasing are summarized below.

Phase I

Task 1. Project Management

Task 2. Project Kick Off Meeting and Data Collection

Task 3. Wastewater Flow Monitoring

Phase II (not yet authorized)

Task 1. Project Management (Continuation)

Task 2. Data Collection (Continuation)

Task 4. Wastewater Collection System Model

Task 5. Master Plan Development and Report

Given the need to expeditiously develop and implement an appropriate flow monitoring program, the Scope of Services provided herein is limited to the conduct of the Phase I services. As such, the additional level of effort associated with Task 1 – Project Management and Task 2 – Data Collection that are included in the Phase II workplan will be deferred until Phase II services have been authorized. The Phase I Scope of Services are described below.

PROJECT ASSUMPTIONS

In developing the scope of work and associated task budgets discussed in this proposal, the Engineer has made the assumptions outlined below:

- A. The data in the existing hydraulic models and GIS data is assumed to be accurate. This includes elevations, diameters, materials, manhole locations and other GIS location elements, pipe lengths, and roughness factors.
- B. Phase I does not include review of record drawings or survey of manholes to verify hydraulic model elevations.

PART 1 – BASIC SERVICES (PHASE I)

As a part of the following basic services, the Engineer shall provide written summaries of all scheduled meetings associated with the project. All services shall be performed in compliance with City of Stillwater, ODEQ and ODOT standards.

A1.01 *General Project Management*

A. Engineer shall:

- 1. In addition to the project kickoff meeting, SUA and Engineer will coordinate to establish a single point of contact for Phase I services and collaboratively coordinate project meetings and conference updates.
- 2. Develop internal Project Management, Quality Control, and Safety plans and coordinate with all subconsultants to obtain similar project control materials.
- 3. Conduct ongoing project management and subconsultant management, including budget and schedule tracking and project invoicing.
- 4. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.

A1.02 *Project Kickoff Meeting and Data Collection*

A. Engineer shall:

- 1. Coordinate, plan and conduct a virtual (Microsoft Teams) Project Kickoff Meeting for Phase I (a more formal, in-person kickoff meeting will be conducted in Phase II). The meeting shall include key members of SUA and Engineer staff and shall focus on the scope of work, project schedule, deliverables, communication protocols, fieldwork and initial project data collection coordination. Key elements of the flow monitoring site selection and flow monitoring initiation plan will be incorporated in the kickoff meeting discussions to expedite meter installation. The Engineer shall submit a written summary of the meeting for review by SUA.

A1.03 *Wastewater Flow Monitoring*

- A. The flow monitoring program is to provide essential hydraulic performance information necessary to support calibration of the hydraulic model and to identify areas of hydraulic overloading, capacity

restrictions and excessive inflow and infiltration (I/I). The Engineer shall assist in selecting targeted monitoring locations for use in calibrating the hydraulic model and will make recommendations for suitable flow meter equipment and rain gauges.

1. **Site Selection and Flow Monitoring Plan.** The Engineer shall utilize approximately twenty-five (25) flow meters located strategically throughout the wastewater collection system. Engineer shall assist in selecting targeted monitoring locations for use in calibrating the hydraulic model and will make recommendations for suitable flow meter equipment and rain gauges.
 - a. **Meter Locations.** The Engineer shall develop a Flow Monitoring Plan identifying the target locations for the proposed flow meters and rain gauges. The plan shall identify locations that may not require flow monitoring for the full projected monitoring schedule.
 - b. **Site Selection Work Session.** As part of the Project Kickoff Meeting, the Engineer shall discuss the targeted monitoring locations, intended purpose for each monitoring location and any support from SUA to install and maintain equipment at the proposed locations. The plan shall be presented on an overview map and approved by SUA prior to investigating and installing the flow meters.
 - c. **Site Investigations.** Upon approval of the targeted monitoring locations, the Engineer shall perform site investigations for the purpose of determining the viability of each targeted location. The investigation includes an evaluation of the hydraulic conditions, access, safety and other issues that may affect the data quality or sensor survival.
 - 1) If a location is identified as being unsuitable, the Engineer shall investigate up to two alternate sites (upstream or downstream) for consideration. The Engineer shall also check for debris in the manhole that could impact data quality.
 - 2) The Engineer shall prepare and submit for approval an electronic Site Investigation Report. The Site Investigation Report shall include a general site location map, a sketch of the installation, the physical characteristics including the pipe diameter, pipe material, manhole depth and other attribute information.
2. **Flow Monitoring Equipment Installation.** The Engineer will provide for proper installation and setup of the complete monitoring system. Wireless telemetry will be used to convey data from the flow meters and rain gauges. The flow meters and rain gauges shall be synchronized and programmed to collect data at certain intervals.
 - a. **Gravity Flow Meters.** Based on the results of the site investigations, the Engineer shall select equipment suited for the application to provide accurate and reliable flow data. The Engineer shall use flow meters designed to measure flow in sanitary sewer pipes under free-flow and surcharged conditions. The primary depth sensor shall be ultrasonic with a resolution to the nearest 0.01 foot. Each site shall also include level measurement redundancy by means of a pressure sensor. The primary velocity sensor shall use Doppler technology.
 - b. **Wireless Telemetry.** Remote Terminal Units (RTU) shall be provided at each flow monitoring and rain gauge location to remotely collect the data. In the event that certain sites are not conducive for remote telemetry, the Engineer shall manually collect the data throughout the monitoring period.

- c. Pipe Cleaning. In the event that the monitoring location needs to be cleaned to facilitate quality monitoring and an alternate site is not suitable, the Engineer shall request sewer cleaning to be performed by SUA staff.
 - d. Flow Monitor Installation. The sensors shall be securely attached to the pipe by means of metal bands or anchoring hardware designed specifically for that purpose. A typical installation shall include the primary ultrasonic depth sensor mounted at the crown of the pipe, a redundant pressure transducer depth sensor mounted in the invert, and a Doppler velocity sensor mounted near the invert. The data logger and sensor cables shall be firmly secured to the manhole walls or steps.
 - e. Data Recording Interval. All flow meter and rain gauges shall be synchronized in time to the same clock and shall be programmed to collect depth and velocity data at five (5) minute intervals.
 - f. Initial Depth and Velocity Confirmations. Upon installation and activation of each flow meter, the Engineer shall take manual depth and velocity readings using independent instrumentation to confirm that the in-situ monitor yields data representative of actual field conditions. Field crews shall also take manual velocity readings of the flow cross-section (velocity profile) in order to derive an average velocity. All measurements, adjustments, and efforts undertaken during site visits shall be recorded on the maintenance log.
3. Rainfall Monitoring.
- a. Rainfall Measurement. The Engineer shall measure the contribution from rainfall using a network of eight (8) rain gauges that will be geographically distributed over the study area. The rain gauges will be placed on accessible public facilities such as utility pumping stations, fire stations, schools or other flat roof facilities. SUA may be requested to assist in securing locations for rain gauge placement.
 - b. Rain Gauge Equipment. The rain gauge equipment shall consist of a data logger and rain gauge tipping bucket. The equipment shall be able to measure 0.01 inches resolution. The tipping bucket shall be a corrosion resistant funnel collector with tipping bucket assembly. The rain gauges shall be placed on accessible public facilities such as utility pump stations, fire stations, schools and other flat roof facilities. SUA may be requested to assist in securing locations of rain gauge placement.
4. Data Collection and Web Hosting.
- a. Wireless Remote Data Collection. The Engineer shall utilize a host software support application program for remote wireless flow meter and rain gauge data collection. On a daily basis, all data recorded and stored in the RTU shall be collected by the host system. The Engineer shall install, operate, maintain and remove the telemetry upon the completion of the monitoring period and shall repair any disturbed areas resulting from the wireless telemetry installations.
5. Flow Monitor Service and Maintenance.
- a. Flow Monitoring Period. The flow monitoring shall be conducted for a period to acquire sufficient wet-weather information. The goal of this program is to obtain representative dry weather information and between four to six “impact” rain events of varying

intensities for use in calibrating the hydraulic model. “Impact” refers to rain events that cause a significant observed response at the monitoring location. The scheduled base flow monitoring period is expected to be 60-days, with budgetary provisions for period extensions.

- b. **Period Extension:** The monitoring period may be extended, upon request, on a monthly basis as an Additional Service. If the flow monitoring period is extended, the entire project schedule will be extended by the same amount of time.
 - c. **Equipment Operation and Maintenance (O&M).** The Engineer’s qualified field crews shall visit each monitor installation, as appropriate, to perform necessary maintenance to the equipment. Field crews shall be dispatched within 48 hours and any O&M issue shall be resolved within 72 hours from the time the issue was identified. All measurements, adjustments, and efforts undertaken during site visits shall be logged in a maintenance log specific to that site.
 - d. **Uptime Requirement.** The Engineer shall collect useable flow data a minimum of 95-percent of the time throughout the monitoring period. The Engineer shall submit an uptime table each month demonstrating compliance with the uptime requirement, including a thorough explanation of the reasons for not meeting the up-time requirement at any site.
 - 1) Monitor uptime shall be defined as the number of five (5) minute measurement intervals where a flow value can be calculated from a measured depth and a measured or inferred velocity for a common time interval divided by the total number of measurement intervals in the reporting period. The Engineer shall clearly identify all inferred velocity data or other data derived from inferred data in all reports and other deliverables.
 - 2) In the event the uptime requirement has not been met, the Engineer shall extend the monitoring period for an equivalent period of time at no extra cost to the Owner.
 - e. **Flow Monitor Field Confirmation.** During scheduled field service visits, the Engineer shall perform independent depth and velocity measurements for comparison against the meter depth and velocity readings. The field service crew shall also obtain hydraulic profiles by measuring velocity at predetermined locations and integrating the measurements to derive an average velocity. Four (4) to six (6) independent confirmations with hydraulic profile measurements shall be obtained within the first 60 days. Thereafter, confirmation shall be performed monthly. All measurements, adjustments, and efforts undertaken during site visits shall be logged on the maintenance logs.
 - f. **Rain Gauge Field Confirmation.** During scheduled field service visits, the Engineer shall perform test tips to ensure the rain gauge equipment is operating to manufacturer’s standards. All measurements, adjustments, and efforts undertaken during site visits shall be logged on maintenance logs.
6. **Equipment Removal.**
- a. **Notification.** The Engineer shall be provided with at least a two-week notice prior to the scheduled end of the flow monitoring period to remove or extend the monitoring period.

- b. Site Restoration. The Engineer shall remove all the flow meters at the completion of the flow-monitoring period and shall repair any damage or disturbance from the installation and operation of the flow meters or rain gauges.
7. Data Analysis and Reporting.
- a. Data Review. The Engineer shall review the flow and rainfall monitoring data at least twice a week. Trained data analysts experienced in processing and analyzing flow and rainfall data shall use various analytical tools, such as hydrographs, scattergraphs, and flow balancing methods to verify the accuracy and precision of the flow data.
 - 1) The analysis of the data shall include the identification of data gaps, anomalies and monitor performance issues. Any equipment service needs shall be immediately conveyed to the field service crews.
 - 2) The data shall be processed and edited in accordance with the field confirmations to produce final data sets for each site. All data processing efforts shall ensure that the raw data is preserved.
 - b. Rainfall Data. Experienced data analysts shall review rainfall data from the rain gauges upon receipt.
 - c. Data Delivery. The following shall be submitted to SUA at the end of the monitoring period:
 - 1) Hydrographs including depth, velocity, continuity-derived flow and rainfall
 - 2) Approximate Return Period (Frequency) of each storm event
 - 3) Scattergraphs of processed depth-velocity readings with discernable calibration measurements overlain
 - 4) An Uptime Report of all sites, including the basis for failure in meeting uptime requirements and any data quality issues
 - 5) Five-minute flow, depth, velocity, and rainfall data in a tabular format
 - d. Final Data Delivery and Report. A Wastewater Flow Monitoring Report shall be submitted to SUA, including summaries of methods utilized during the data collection; site investigation reports; scattergraphs of depth and velocity; hydrographs including depth, velocity, flow, and rainfall; tabular flow summaries showing daily max, min, average flow and rainfall data; and final data in Microsoft Excel format.

One hard copy and an electronic PDF of the Wastewater Flow Monitoring Report shall be submitted to SUA within seventy-five (75) days after the end of the flow monitoring program. The report shall include:

- 1) Methods utilized during the data collection
- 2) Site Investigation Reports
- 3) Scattergraphs of depth and velocity

- 4) Hydrographs including depth, velocity, Q_{final}, and rainfall
- 5) Tabular flow summaries showing daily max, min, average flow, and rainfall data
- 6) Final data in Microsoft Excel format

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
 1. A 30-day extension of the flow monitoring services. This item would likely be needed if a storm event does not occur during the initial 60-day period included in Basic Services. The cost for this extension is \$55,121.
 2. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 3. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires. ~~Contractor raises, or Engineer reasonably requests.~~
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, facilitating/partnering, value engineering, and constructability review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment

to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: *None identified*.

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Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services And Additional Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services and Additional Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
3. The total compensation for services under Paragraph C2.01 for Phase I of the Project is estimated to be \$302,639 for Basic Services and \$55,121 for Additional Services based on the following estimated distribution of compensation:
 - a. General Project Administration (will be increased in Phase II) \$12,720
 - b. Project Kickoff, Data Collection & Review (will be increased in Phase II) \$14,342
 - c. Wastewater Flow Monitoring \$275,577
 - d. Wastewater Collection System Model (will be added in Phase II) \$0
 - e. Master Plan Development and Report (will be added in Phase II) \$0
 - f. Additional Services \$55,121 (if authorized by Owner)
4. Engineer may, upon written approval by the Owner, alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.
5. The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer’s Consultants’ charges.

6. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
- ~~7. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of _____) to reflect equitable changes in the compensation payable to Engineer.~~

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0.
- B. Factors. The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts:
 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services

will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 20____.

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

Mileage (auto)	\$0.67/mile (changes with IRS changes)
Long Distance Phone Calls	Included in Standard Hourly Rates
Mobile Phone	Included in Standard Hourly Rates
Meals and Lodging	at cost
Airfare	at cost
Car Rental	at cost
Parking	at cost
Expedited Shipping	at cost
Copies and Printing	at cost

The above list includes expense types anticipated for the Project. Should other items be required, Engineer will obtain approval from Owner for such charges.

This is **Appendix 2 to EXHIBIT C**, consisting of
2 page(s), referred to in and part of the
**Agreement between Owner and Engineer for
Professional Services** dated
_____, 20____.

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Billing Class / Category	Hourly Billing Rate
Project Manager	\$380
Project Engineer	\$235
Hydraulic Modeler	\$266
Engineer Intern (E.I.)	\$150
Meteorologist	\$195
Meteorology Assistant	\$121
Senior Technical Advisor	\$415
Engineering Assistant / Admin	\$170

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This is **Appendix 3 to EXHIBIT C**, consisting of 2 page(s), referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 20____.

Basis of Fee

**Basis of Compensation
Stillwater Utilities Authority - Wastewater Master Plan Update & Model
Phase I**

Task Description	Labor										Expenses			Subs RJN Group, Inc. (Flow Monitoring)	TOTAL	
	Project Manager Cantrell	Project Engineer Lindner	Hydraulic Modeling Henry	Engineer Intern Alec	Meteorology Comments	Meteorology Asst Aldridge	Modeling QA/QC Whitfield	Senior Advisor Hull	Engin. Assistant Raychell	Total Hours	Total Labor	Office Expenses (copies, phone, etc.)	Travel Expenses (air, hotel, car, meals)			Total Expenses
A1.01 General Project Management Project initiation (PMP, QWP, budgeting) Overall PM / project monitoring, reviews Invoicing	\$ 380	\$ 235	\$ 266	\$ 150	\$ 105	\$ 121	\$ 256	\$ 415	\$ 170	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	8	8							8	24	\$ 6,280	\$ 188	\$ -	\$ 188	\$ 6,468	
	8							2		10	\$ 3,870	\$ 116	\$ -	\$ 116	\$ 3,986	
	4								4	8	\$ 2,200	\$ 66	\$ -	\$ 66	\$ 2,266	
Subtotal - Task A1.01	20	8	-	-	-	-	-	2	12	42	\$ 12,350	\$ 371	\$ -	\$ 371	\$ 12,720	
A1.02 Project Kickoff and Data Collection Kickoff meeting & prep (virtual) Data review (models, GIS, operations data)	4	4	4					4		16	\$ 5,184	\$ 156	\$ -	\$ 156	\$ 5,340	
	2	8	8	12				4		36	\$ 8,740	\$ 262	\$ -	\$ 262	\$ 9,002	
										-	\$ -	\$ -	\$ -	\$ -	\$ -	
	6	12	12	12	-	-	2	8	-	52	\$ 13,924	\$ 418	\$ -	\$ 418	\$ 14,342	
A1.03 Wastewater Flow Monitoring 1. Project Administration 2. Flow Monitoring Investigation and Installation (3) 3. Rain Gauge Investigation and Installation (8) 4. Flow Monitor Service and Maintenance (13) 5. Rain Gauge Service and Maintenance (6) 6. Data Analysis and Reporting Virtual coord. meetings (2 with SUA, 2 with RJN)	4	8	8							20	\$ 5,528	\$ 166	\$ -	\$ 166	\$ 5,694	
	2	16	16					4		38	\$ 10,436	\$ 313	\$ -	\$ 313	\$ 10,749	
										-	\$ -	\$ -	\$ -	\$ -	\$ 3,456	
										-	\$ -	\$ -	\$ -	\$ -	\$ 96,480	
										-	\$ -	\$ -	\$ -	\$ -	\$ 9,955	
	4	8	4	12	4		2	2		36	\$ 8,386	\$ 252	\$ -	\$ 252	\$ 8,638	
	4	4	4					4		16	\$ 5,184	\$ 156	\$ -	\$ 156	\$ 5,340	
Subtotal - Task A1.03	14	36	32	12	4	-	2	10	-	110	\$ 29,534	\$ 887	\$ -	\$ 887	\$ 30,421	
TOTAL:	40	56	44	24	4	-	4	20	12	204	\$ 55,808	\$ 1,676	\$ -	\$ 1,676	\$ 57,484	
Additional Services: A. 30-day Extension of Flow Monitoring Period (Used only with written authorization from Owner)	4	8	4	-	-	-	-	-	-	16	\$ 4,464	\$ 134	\$ -	\$ 134	\$ 4,598	

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Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 Insurance

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- | | |
|-------------------------------------|-------------------------------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability: | \$1,000,000 Aggregate Comprehensive |
| c. General Liability | |
| 1) Bodily Injury; each occurrence | \$500,000 |
| 2) Property Damage; each occurrence | \$500,000 |
| 3) General Aggregate: | \$1,000,000 |
| d. Professional Liability- | |
| 1) Annual Aggregate | \$1,000,000 |
| e. Automobile liability | |
| 1) Bodily Injury; each person | \$300,000 |
| 2) Property Damage; each occurrence | \$1,000,000 |

The Stillwater Utilities Authority shall be named an additional insured on the Comprehensive General Liability policy in amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, et seq. Provided, however, this shall not preclude the Insured from carrying insurance in amounts exceeding said liability limits so long as the SUA is not named as an additional insured in any amount in excess of said statutory liability limits.

B. *Additional Insureds:*

1. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

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This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 20__.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. {Draft Format}

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: _____ (original agreement date)
- b. Owner: Stillwater Utilities Authority
- c. Engineer: _____
- d. Project: _____

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

5. Agreement Summary (Reference only)

a. Original Agreement amount:	\$	_____
b. Net change for prior amendments:	\$	_____
c. This amendment amount:	\$	_____
d. Adjusted Agreement amount:	\$	_____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:
City of Stillwater, Oklahoma/Stillwater Utilities
Authority

ENGINEER:

By: _____

By: _____

Title: Kimberly Meek, General Manager

Title: _____

Date Signed: _____

Date Signed: _____

REPORT TO: STILLWATER UTILITIES AUTHORITY

MEETING DATE: APRIL 1, 2024



Agenda Item:	6.a. SUA-24-16
Previous/Related Action:	Refuse Truck Approval at 10/3/2022 SUA Meeting
Background/Issue:	• October 3, 2022 – SUA Trustees approved the purchase of 7 residential refuse trucks and 1 new roll-off refuse truck and financing through the SUA master lease agreement with Bank of America (BOA). • May 3, 2023 - Oklahoma State Treasurer Todd Russ published a list of financial institutions that boycott oil and gas companies as required by the Energy Discrimination Elimination Act. • BOA is on the restricted financial companies list which prevents the City from entering into any further contracts with them. • Refuse trucks are scheduled to be delivered in April 2024.
Proposal/Solution:	• To find a new lending partner to finance the new refuse trucks, proposals were requested and received in June 2023. • Quoted rate is 5.75% for a 5-year term with prepayment available after 24 months. This quoted rate is locked in until April 15, 2024. • The prepayment option is necessary to accommodate the buy-back agreement approved by the SUA Trustees on October 3, 2022.
Financial Source/Impact:	• Debt service payments in the amount of \$62,027 and \$814,725 are included in the FY24 and FY25 budgets, respectively. • If a lending partner is not secured, the City will be responsible for full payment of the refuse trucks upon delivery.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #2 MOTIVATED MANAGEMENT
Recommended Action/Motion:	Motion to approve Resolution SUA-2024-1, enter into an equipment lease agreement with Bank of Oklahoma and

authorize the City Manager to sign the related financing documents.

Prepared By:	Christy Cluck, Finance Director
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Reviewed By:	Teresa Kadavy Brady Moore
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Submitted By:	Kimberly Meek, General Manager
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Attachments

1. Resolution SUA-2024-1
2. 2024-1 ATTACHMENT DRAFT - Municipal OK-CapLease-NoTaxBenefit Pay Proceeds.Muni (002)
3. 2024-1 ATTACHMENT 2 DRAFT - Power of Attorney

RESOLUTION OF GOVERNING BODY

LESSEE: STILLWATER UTILITIES AUTHORITY, A PUBLIC TRUST

Equipment Lease/Purchase Agreement dated March 20, 2024 (Lease No. STTIL1180318-001).

At a duly called meeting of the governing body of Lessee held in accordance with all applicable legal requirements, including open meeting laws, on April 1, 2024, the following resolution was introduced and adopted.

RESOLUTION NO. SUA 2024-1

RESOLUTION OF THE STILLWATER UTILITIES AUTHORITY AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE/PURCHASE AGREEMENT, AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Trustees of the Stillwater Utilities Authority ("Lessee") has determined that a true and very real need exists for the equipment (the "Equipment") described in the Equipment Lease/Purchase Agreement (the "Agreement") presented to this meeting; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, Lessee proposes to enter into the Agreement substantially in the form presented to this meeting; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE AS FOLLOWS:

Section 1. It is hereby found and determined that the terms of the Agreement in the form presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

Section 2. The Agreement is hereby approved. The Stillwater Utilities Authority authorizes the City Manager to execute, acknowledge and deliver the Agreement to the Lessor.

Section 3. The Mayor, Vice-Mayor, and the City Manager of Lessee are hereby authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits, schedules, UCC financing statements and other documents issued under the provisions of the Agreement and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Agreement.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the within Equipment Lease/Purchase Agreement is the same as presented at said meeting of the governing body of Lessee.

PASSED AND ADOPTED this 1st day of April, 2024.

STILLWATER UTILITIES AUTHORITY
A Public Trust

WILLIAM H. JOYCE, CHAIR

(SEAL)
ATTEST:

TERESA KADAVY
SECRETARY

APPROVED AS TO FORM AND LEGALITY this 1st day of April, 2024.

KIMBERLY CARNLEY
GENERAL COUNSEL

EQUIPMENT LEASE/PURCHASE AGREEMENT
Lease No. STIL1180318-001

LESSOR: BOK Financial Equipment Finance, Inc. 5956 Sherry Lane, Suite 1000 Dallas, Texas 75225 ATTN: President – Leasing Phone: (214) 987-8864 Fax: (214) 256-7518	LESSEE: Stillwater Utilities Authority 723 S Lewis St Ste 2065 Stillwater, OK 74074-4652 ATTN: Kimberly Meek Phone: (405) 742-8355 Fax: Lessee's Legal Business Form: Municipality Lessee's State of Formation: OK
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THIS EQUIPMENT LEASE/PURCHASE AGREEMENT (the "Agreement") is dated as of March 20, 2024 and entered into between BOK Financial Equipment Finance, Inc. ("Lessor"), and Stillwater Utilities Authority ("Lessee").

RECITALS

A. Lessor desires to lease the Equipment, as hereinafter defined, to Lessee and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement.

B. This Agreement shall consist of this Equipment Lease/Purchase Agreement, together with all riders, exhibits and schedules attached hereto and one or more Acceptance Certificates

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

ARTICLE I

Section 1.01. In consideration of: (a) the agreement by Lessor to lease the Equipment to Lessee; and (b) the agreement by Lessee to lease the Equipment from Lessor, the parties hereto do ratify and affirm this Agreement for the remainder of this Fiscal Year (as defined below).

Section 1.02. Lessee represents, covenants and warrants to Lessor as follows: (a) Lessee is a state or political subdivision within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, (the "Code") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such; (b) Lessee is authorized under the Constitution and laws of the State of Oklahoma (the "State") to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder; (c) the execution and delivery of this Agreement by or on behalf of Lessee has been duly authorized by all necessary action of the governing body of Lessee, Lessee has obtained such other approvals and consents as are necessary to consummate this Agreement, and all requirements have been met and procedures have been followed in order to ensure the enforceability of this Agreement; (d) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition of the Equipment hereunder; (e) Lessee shall cause to be executed and delivered to Lessor an opinion of counsel, an incumbency certificate and such other documents as counsel for Lessor and Lessee agree are reasonably required in order to carry out the intent and purpose of this Agreement, and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder; (f) the execution, delivery and performance of this Agreement and transactions contemplated herein will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, any indenture, mortgage, deed of trust, bond, loan or credit agreement or other instrument to which Lessee is a party or by which it is bound; (g) there are no actions, suits or proceedings pending or, to the knowledge of Lessee, threatened against or affecting Lessee in any court or before any governmental commission, board or authority which, if adversely determined, would have a material adverse effect on the ability of Lessee to perform its obligations hereunder; and (h) the Equipment is, and shall remain during the term of this Agreement (the "Term") personal property.

ARTICLE II

DEFINITIONS; IMPLEMENTATION

Section 2.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Acceptance Certificate" is the document, substantially in the form attached, which shall be executed and delivered to Lessor as evidence of the acceptance of the Equipment by Lessee.

"Amortization Schedule" means the document substantially in the form attached which shall set forth the terms and provisions of Lessee's payment obligation with respect to the Equipment.

"Commencement Date" is the date when the Lessee delivers an executed Acceptance Certificate to Lessor or the date when Lessor deposits the anticipated acquisition price of the Equipment.

"Equipment" means the personal property consisting of equipment described in Exhibit A and one or more Acceptance Certificates executed by Lessee and delivered to Lessor pursuant hereto, together with any and all additions, modifications, attachments, accessions, substitutions, replacements and parts thereof.

Section 2.02. Implementation of Escrow Funded Transaction. Escrow funded transactions entered into hereunder shall be implemented by Lessee executing and delivering to Lessor (a) an Amortization Schedule; (b) an Escrow Agreement; and (c) upon acceptance of the Equipment, an Acceptance Certificate with respect thereto. Should the Escrow be funded subsequent to the commencement of interest on the Agreement, Lessor shall deposit into the Escrow an amount equal to the accrued interest on the Agreement on the date of the funding of the Escrow.

Section 2.03. Implementation of Non-Escrow Funded Transactions. Non-escrow funded transactions entered into hereunder shall be implemented by Lessee executing and delivering to Lessor, upon acceptance of the Equipment, an Acceptance Certificate and an Amortization Schedule.

ARTICLE III

TERM

Section 3.01. Term of Agreement. This Agreement shall be effective upon approval by the Board of Director of the Lessee and execution hereof by both parties, and shall remain in effect until 05/01/2029 and thereafter, upon mutual ratification, unless earlier terminated pursuant to the provisions of Section 3.02, below.

Section 3.02. Termination of Term. This Agreement will terminate upon the earliest of any of the following events:

- (a) the end of the fiscal year of Lessee ("Fiscal Year") during which an Event of Nonappropriation (as defined in Section 5.06 below) occurs;
- (b) Lessee's purchase of the Equipment under the provisions of Article VIII or X of this Agreement;
- (c) a default by Lessee and Lessor's election to terminate this Agreement under Article XII; or
- (d) the payment by Lessee of all Rental Payments and all other sums required to be paid by Lessee hereunder.

ARTICLE IV

ENJOYMENT OF EQUIPMENT

Section 4.01. So long as Lessee is not in default hereunder hereunder and no Event of Nonappropriation (as defined below) has occurred, as to claims of Lessor or persons claiming under Lessor, Lessor hereby covenants that Lessee shall peaceably and quietly have, hold, possess, use, and enjoy the Equipment, without suit, trouble or hindrance from Lessor, subject to the terms and provisions hereof. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE V

RENTAL PAYMENTS

Section 5.01. Payment of Rental Payments. Lessee shall pay Rental Payments exclusively from legally available funds in lawful money of the United States of America to Lessor at the address set forth on the execution page hereof in the amounts and on the dates set forth in the Schedule of Payments.

Section 5.02. Interest and Principal Components. As set forth on the Schedule of Payments, a portion of each Rental Payment is paid as, and represents payment of, interest and the balance is paid as, and represents payment of, principal.

Section 5.03. Rental Payments to be Unconditional. The obligation of Lessee to make payment of the Rental Payments required under this Article V and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any vendor or the manufacturer of the Equipment (the "Vendor") or any other person, or any defects, breakdowns or malfunctions in the Equipment, Lessee shall pay all Rental Payments when due and shall not withhold any Rental Payments or assert any right of set-off or counterclaim against its obligation to make any payments under this Agreement. Lessee's obligation to make Rental Payments shall not be abated through accident or unforeseen circumstances.

Section 5.04. Appropriations. (a) Lessee, by entering into this Agreement, acknowledges its current intention to make all payments due under this Agreement during its current Fiscal Year on the dates such payments are then due, but does not commit to a legal or other obligation to make other payments due under this Agreement or to incur any liability or debt beyond the revenue and income provided during its then current Fiscal Year. The liability and obligations of Lessee during each Fiscal Year and remedies of Lessor will be limited to recovery only of funds appropriated for payments for such Fiscal Year. (b) Lessee agrees (i) that the governing body of Lessee shall, for each ensuing Fiscal Year in which the payments are scheduled to be made, to the extent funds have been appropriated for such Fiscal Year, make all such payments as and when due; and (ii) that if sufficient funds are appropriated and budgeted for the next Fiscal Year for the lease of the Equipment (or purchase thereof as provided herein, as applicable), then this Agreement will continue during such Fiscal Year.

Section 5.05. Funding Intent. Lessee reasonably believes that sufficient funds can be obtained to make all Rental Payments and other payments during the term of this Agreement. Lessee affirms that funds to pay Rental Payments and other payments under this Agreement are available for Lessee's current Fiscal Year. Lessee and Lessor agree that Lessee's obligation to make Rental Payments under this Agreement will be Lessee's current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Agreement will be interpreted as a pledge of Lessee's general tax revenues, funds or moneys.

Section 5.06. Nonappropriation. If, during a Fiscal Year (the "Current Fiscal Year") the governing body of Lessee fails to specifically include in its proposed budget or related documents, or to appropriate sufficient funds to make the Rental Payments and other amounts due under this Agreement in the next succeeding Fiscal Year with regard to any specific Item of Equipment, then Lessee will immediately (but in no event later than 90 days prior to the end of the Current Fiscal Year) notify Lessor or its assignee of such occurrence. In such event, an event of nonappropriation ("Event of Nonappropriation") will be deemed to have occurred, and this Agreement will be terminated as it applies to any and all item or items of Equipment to which such Event of Nonappropriation applies at the end of the Current Fiscal Year, whereupon Lessee will be obligated to pay all amounts then due under this Agreement subject to the provisions herein. At the end of the Current Fiscal Year, Lessor will have the right to take possession of such item of Equipment and title to such item of Equipment shall vest in Lessor, and all rights of Lessee in and to such item of Equipment including rights to possession, shall terminate. Nothing in this Section or elsewhere in this Agreement will be deemed in any way to obligate Lessee or create a debt of Lessee beyond its Current Fiscal Year. If Lessee makes all payments due under this Agreement through the end of the Current Fiscal Year and returns possession of the Equipment as provided in Section 6.06, then Lessee will have no further liability under this Agreement as it relates to the specific item of Equipment as to which such Act of Nonappropriation has occurred and the item of Equipment has been surrendered to Lessor.

ARTICLE VI

TITLE TO EQUIPMENT: SECURITY INTEREST

Section 6.01. Title to the Equipment. During the Term of this Agreement, title to the Equipment shall rest in Lessor subject to the rights of Lessee under this Agreement. Lessee shall have or acquire no right or title to the Equipment until all payments required under this Agreement have been made by Lessee. Immediately upon the

occurrence of an event of default by Lessee hereunder or the termination of this Agreement under Section 3.02(a) or (c), Lessee will surrender possession of the Equipment to Lessor in the manner and condition set forth in Section 6.06 and the Equipment shall revert to Lessor, free and clear of any right, title or interest of Lessee, without any further action by the parties.

Section 6.02. Lessor's Interest in Equipment. Lessee agrees to provide such identification markings on the Equipment, in form satisfactory to Lessor, as Lessor deems necessary or appropriate to give notice of Lessor's ownership of and interest in the Equipment and, upon assignment, the interest of any assignee of Lessor in the Equipment.

Section 6.03. Personal Property. The Equipment is, and shall at all times remain, personal property.

Section 6.04. Liens. Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim on or with respect to the Equipment or any interest therein, or any Escrow Fund established pursuant to the Agreement.

Section 6.05. Security Interest. To secure payment of all amounts due under this Agreement and to secure the performance and observance by Lessee of all the covenants expressed or implied herein, Lessee hereby grants a purchase money security interest in the Equipment to Lessor in accordance with the Uniform Commercial Code or other applicable code of the State, said security interest to also cover all of Purchaser's interest (whether ownership or otherwise, and whether presently existing or hereafter acquired) in and to any and all the following: (i) future replacements, betterments, substitutions and additions to any of the Equipment; (ii) rentals, deposits, and other sums as may become due Lessee as lessor under any and all leases of any Equipment, whether written or oral; (iii) purchase contracts or similar agreements (and all rights of Purchaser thereunder) executed by Purchaser and any other individual or entity pursuant to the terms of which such individual or entity has contracted to purchase from Lessee the Equipment or any part thereof; and (iv) proceeds of the Equipment or any of the foregoing, including, without limitation, all condemnation or insurance proceeds arising out of or with respect to the Equipment or any of the foregoing.

Section 6.06. Return of Equipment. In the event of termination of this Agreement, Lessee shall deliver the Equipment to Lessor at the point of origin or any other reasonable location designated by Lessor at Lessee's sole risk, cost and expense and in the condition required by Section 7.02 hereof.

ARTICLE VII

MAINTENANCE; INSURANCE; MODIFICATIONS; LOCATION

Section 7.01. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or regulations or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment.

Section 7.02. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Term, Lessee will, at its own cost and expense, preserve and keep the Equipment in good repair, working order and condition, reasonable wear and tear excepted. Lessee will from time to time make or cause to be made all necessary and proper repairs and replacements in order to meet the foregoing standard. Lessor shall have no responsibility in any of these matters or for the making of improvements or additions to the Equipment.

Section 7.03. Other Governmental Charges and Utility Charges. Lessee agrees to pay all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment. With respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are accrued during such time as this Agreement is in effect.

Section 7.04. Insurance. Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained with respect to the Equipment to protect Lessee and Lessor from liability. Lessee shall not be required to increase its liability insurance coverage under existing insurance policies. All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall, at Lessor's request, furnish to Lessor certificates evidencing such coverage throughout the Term. With Lessor's prior consent, Lessee may self-insure the Equipment by means of an adequate insurance fund set aside and maintained for that purpose which must be fully described in a letter delivered to Lessor. Lessee shall carry worker's compensation insurance covering all employees working on, in, near, or about the Equipment, or demonstrate to the satisfaction of Lessor that adequate self-insurance is provided, and shall require any other person or entity working on, in, near or about the Equipment to carry such coverage throughout the Term. All insurance policies required pursuant hereto shall be so written or

endorsed as to make losses, if any, payable to Lessor, or its assignees, as their respective interests may appear, shall name Lessor and its assignees as additional insureds, and shall be in form and amount and with insurance companies reasonably satisfactory to Lessor. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that (a) it will give Lessor thirty (30) days' prior written notice of the effective date of any material alteration or cancellation of such policy; and (b) insurance as to the interest of any named additional insured or loss payee other than Lessee shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee with respect to such policy or policies. The Net Proceeds (as defined in Section 8.01) of the insurance required in this Section 7.04 shall be applied as provided in Section 8.01 hereof.

In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair or operating condition, Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums therefore or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced by Lessor shall be payable on the next succeeding Rental Payment due date together with interest thereon from the date of advance by Lessor at the rate of twelve percent (12%) per annum.

Section 7.05. Location of Equipment. Lessee shall notify Lessor of the location at or within which the Equipment is being or is to be regularly located or stored promptly upon acceptance and shall thereafter inform Lessor of any change in that location.

Section 7.06. Modifications. Without the prior written consent of Lessor, Lessee shall not make any alterations, modifications, or attachments to the Equipment which cannot be removed without materially damaging the functional capabilities or economic value of the Equipment. Upon return of the Equipment, at Lessor's request, Lessee, at its sole cost and expense, will remove all alterations, additions and attachments and repair the Equipment as necessary to return the Equipment to the condition in which it was furnished, ordinary wear and tear excepted.

ARTICLE VIII

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 8.01. Damage, Destruction and Condemnation. If prior to the termination of the Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, then, provided the Equipment is not deemed a total loss, Lessee and Lessor shall cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair or restoration of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessor for application against the Purchase Price. In the event of total destruction of or damage to the Equipment, Lessor and Lessee shall cause the Net Proceeds to be paid to Lessor for application against the Purchase Price applicable for the next succeeding Rental Payment due date, as set forth on the Schedule of Payments, plus a pro rata allocation of interest, at the rate utilized to establish the Rental Payments, from the due date of the immediately preceding Rental Payment until the date of the payment. For purposes of Section 7.04 and this Article VIII, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claim or award.

ARTICLE IX

DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES USE OF THE EQUIPMENT

Section 9.01. Disclaimer of Warranties. LESSOR, NOT BEING A SELLER OF THE EQUIPMENT (AS SUCH TERM IS USED IN THE UNIFORM COMMERCIAL CODE AS ENACTED IN THE STATE) NOR A SELLER'S AGENT, HEREBY EXPRESSLY DISCLAIMS, AND MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER WARRANTY WITH RESPECT THERETO AND, AS TO LESSOR, LESSEE PURCHASES THE EQUIPMENT AS IS. In no event shall Lessor be liable for any loss or damage, including incidental, indirect, special or consequential damage, in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of the Equipment.

Section 9.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Term, so long as Lessee shall not be in default hereunder, for the purpose of asserting from time to time whatever claims and rights which Lessor may have against the Vendor, including warranty claims with respect to the Equipment, but for no other purpose whatsoever. Lessee's sole remedy for the breach of a warranty shall be

against the Vendor of the Equipment, and not against Lessor, nor shall such matters have any effect whatsoever on this Agreement, including Lessee's obligation to make timely Rental Payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties from the Vendor of the Equipment.

ARTICLE X **CONSUMMATION OF PURCHASE**

Section 10.01. Consummation of Purchase. At the request of Lessee, Lessor's interest in the Equipment will be transferred, conveyed and assigned permanently to Lessee and this Agreement shall terminate:

(a) at the end of the Term, upon payment in full of all Rental Payments due hereunder and all other sums required to be paid hereunder; or

(b) on any date after thirty (30) days' advance notice, upon payment by Lessee, or upon payment by any purchaser authorized and directed by Lessee to acquire the Equipment, of the then applicable Purchase Price as set forth in the Amortization Schedule and all other sums required to be paid hereunder, including any interest which may have accrued since the previous Rental Payment date or the date upon which interest began accruing on the lease, whichever date is later.

Upon the occurrence of either of the above, Lessor shall permanently transfer to Lessee in full all of Lessor's remaining right, title and interest in and to the Equipment and to any Vendor's warranties which may be applicable thereto, free and clear of all liens and encumbrances created by or arising through Lessor, with special warranty and warranty of further assurances but without other warranties.

ARTICLE XI **ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING**

Section 11.01. Assignment by Lessor. This Agreement, Lessor's interest in the Equipment and right of Lessor to receive payments hereunder may be assigned and reassigned in whole or in part to one or more assignees by Lessor at any time without the necessity of obtaining the consent of Lessee. However, no assignment or reassignment of any of Lessor's right, title or interest in this Agreement or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment. Upon receipt of the notice described above, Lessee agrees to make all payments to the assignee designated in the assignment, and shall, if so requested, acknowledge the assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

Section 11.02. Assignment and Subleasing by Lessee. Lessee may assign the option to purchase the Equipment as provided in Section 10.01, above. This Agreement and the interest of Lessee in the Equipment may not otherwise be sold, leased, pledged, assigned or otherwise encumbered by Lessee for any reason without the express prior written consent of Lessor.

Section 11.03. Covenants. Lessee agrees, to the extent permitted by applicable law, and in a manner to be determined solely by Lessee, to assist Lessor in the defense by Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest, arising out of or as the result of the Equipment, including the ordering, acquisition, manufacture, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person, unless the loss shall have been caused by the acts or omissions of Lessor, its officers, employees or agents.

ARTICLE XII **EVENTS OF DEFAULT AND REMEDIES**

Section 12.01. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time and manner specified herein; or

(b) Failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed hereunder for a period of thirty (30) days after written notice to Lessee by Lessor specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of such time prior to its expiration; or

(c) Any certificate, statement, representation, warranty or audit contained herein or heretofore or hereafter furnished with respect hereto by or on behalf of Lessee proving to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or having omitted any substantial contingent or unliquidated liability or claim against Lessee; or

(d) Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, moratorium or similar relief under any existing or future bankruptcy, insolvency or other similar laws.

Section 12.02. Remedies on Default. Whenever any event of default referred to in Section 12.01 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Terminate this Agreement, retake possession of the Equipment and sell, lease or sublease it, or any item thereof for the account of Lessor, holding Lessee liable for all payments and charges due up to the effective date of such termination.

(b) Require Lessee to deliver the Equipment to Lessor at the point of origin or any other reasonable location designated by Lessor at Lessee's sole risk, cost and expense and in the condition required by Section 7.02 hereof; or

(c) Take whatever other action at law or in equity that may appear necessary or desirable to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Agreement.

In addition, Lessee will remain liable for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIII TAX PROVISIONS

Section 13.01. [SECTION INTENTIONALLY DELETED].

ARTICLE XIV MISCELLANEOUS

Section 14.01. Miscellaneous. The following miscellaneous provisions are an integral part of this Agreement:

(a) Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses set forth on the signature page hereof;

(b) Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, Lessor and Lessee and their respective successors and assigns;

(c) Severability/Survival. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The obligations of Lessee under Sections 7.03 and 11.03 which accrue during the term shall survive termination of this Agreement;

(d) Amendments, Changes and Modifications. This Agreement may be amended only by written agreement of Lessor and Lessee;

(e) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument;

(f) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma;

(g) Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement;

(h) Waiver. No covenant or condition of this Agreement can be waived except by the written consent of Lessor. Any failure of Lessor to require strict performance by Lessee or any waiver by Lessor of any term, covenant or agreement herein shall not be construed as a waiver of any other breach of the same or any other term, covenant or agreement herein;

(i) Entire Agreement. This Agreement, together with the documents attached hereto and other agreements referred to herein, constitutes the entire agreement between the parties;

(j) Time. Time is of the essence of this Agreement.

(k) Usury. Notwithstanding anything contained in this Agreement to the contrary, in no event shall interest contracted for, charged or received hereunder, plus any other charges in connection herewith that constitute interest on this Agreement under applicable law, result in a net effective interest rate in excess of that allowable under applicable law. The amounts of such interest or other charges previously paid to Lessor in excess of the amounts permitted by the preceding sentence shall be applied by Lessor to reduce the principal of the indebtedness incurred by Purchaser pursuant to this Agreement, or, at the option of Lessor, be refunded. To the extent permitted by applicable law then in effect, determination of the maximum net effective interest rate shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of this Agreement and such indebtedness, all interest at any time contracted for, charged or received from Purchaser hereof in connection with the indebtedness evidenced hereby, so that the actual rate of interest on such indebtedness is uniform throughout the term hereof. Interest on the unpaid amounts under this Agreement shall be computed as simple interest.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

LESSOR:

BOK Financial Equipment Finance, Inc.

By: _____

Mark Nurdin, President

LESSEE:

Stillwater Utilities Authority

ATTEST:

By: _____

Kimberly Meek, General Manager

By: _____

Name: _____

Title: _____

EXHIBIT A

DESCRIPTION OF EQUIPMENT

**[TO BE COMPLETED, THIS EXHIBIT A MAY CHANGE SOME ACCORDING TO SIZE OF LIST]
[SEE ATTACHED]**

EQUIPMENT LOCATION

723 S Lewis St
Ste 2065
Payne County
Stillwater, OK 74074-4652

AMORTIZATION SCHEDULE

Name of Lessee:	Stillwater Utilities Authority
Name of Lessor:	BOK Financial Equipment Finance, Inc.
Principal Amount of Lease:	\$3,495,000.00
Interest Rate on Lease:	5.74692%
Payments:	Monthly in Arrears
Payment Amount:	\$67,157.63
Interest Start Date:	March 20, 2024

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Date	Source	Amount Financed	Rate	Payment	Interest	Principal	Balance
5/1/2024	Amount Financed	3,495,000.00	5.74693	0.00	0.00	0.00	3,495,000.00
6/1/2024	Scheduled			67,157.63	16,737.93	50,419.70	3,444,580.30
7/1/2024	Scheduled			67,157.63	16,496.46	50,661.17	3,393,919.13
8/1/2024	Scheduled			67,157.63	16,253.84	50,903.79	3,343,015.34
9/1/2024	Scheduled			67,157.63	16,010.06	51,147.57	3,291,867.77
10/1/2024	Scheduled			67,157.63	15,765.10	51,392.53	3,240,475.24
11/1/2024	Scheduled			67,157.63	15,518.98	51,638.65	3,188,836.59
12/1/2024	Scheduled			67,157.63	15,271.68	51,885.95	3,136,950.64
2024	Annual Total			470,103.41	112,054.05	358,049.36	
1/1/2025	Scheduled			67,157.63	15,023.19	52,134.44	3,084,816.20
2/1/2025	Scheduled			67,157.63	14,773.51	52,384.12	3,032,432.08
3/1/2025	Scheduled			67,157.63	14,522.64	52,634.99	2,979,797.09
4/1/2025	Scheduled			67,157.63	14,270.56	52,887.07	2,926,910.02
5/1/2025	Scheduled			67,157.63	14,017.28	53,140.35	2,873,769.67
6/1/2025	Scheduled			67,157.63	13,762.79	53,394.84	2,820,374.83
7/1/2025	Scheduled			67,157.63	13,507.07	53,650.56	2,766,724.27
8/1/2025	Scheduled			67,157.63	13,250.14	53,907.49	2,712,816.78
9/1/2025	Scheduled			67,157.63	12,991.97	54,165.66	2,658,651.12
10/1/2025	Scheduled			67,157.63	12,732.56	54,425.07	2,604,226.05
11/1/2025	Scheduled			67,157.63	12,471.92	54,685.71	2,549,540.34
12/1/2025	Scheduled			67,157.63	12,210.02	54,947.61	2,494,592.73
2025	Annual Total			805,891.56	163,533.65	642,357.91	
1/1/2026	Scheduled			67,157.63	11,946.87	55,210.76	2,439,381.97
2/1/2026	Scheduled			67,157.63	11,682.46	55,475.17	2,383,906.80
3/1/2026	Scheduled			67,157.63	11,416.78	55,740.85	2,328,165.95
4/1/2026	Scheduled			67,157.63	11,149.83	56,007.80	2,272,158.15
5/1/2026	Scheduled			67,157.63	10,881.61	56,276.02	2,215,882.13
6/1/2026	Scheduled			67,157.63	10,612.10	56,545.53	2,159,336.60
7/1/2026	Scheduled			67,157.63	10,341.29	56,816.34	2,102,520.26
8/1/2026	Scheduled			67,157.63	10,069.19	57,088.44	2,045,431.82
9/1/2026	Scheduled			67,157.63	9,795.79	57,361.84	1,988,069.98
10/1/2026	Scheduled			67,157.63	9,521.08	57,636.55	1,930,433.43
11/1/2026	Scheduled			67,157.63	9,245.05	57,912.58	1,872,520.85
12/1/2026	Scheduled			67,157.63	8,967.70	58,189.93	1,814,330.92
2026	Annual Total			805,891.56	125,629.75	680,261.81	
1/1/2027	Scheduled			67,157.63	8,689.02	58,468.61	1,755,862.31
2/1/2027	Scheduled			67,157.63	8,409.01	58,748.62	1,697,113.69
3/1/2027	Scheduled			67,157.63	8,127.66	59,029.97	1,638,083.72
4/1/2027	Scheduled			67,157.63	7,844.96	59,312.67	1,578,771.05
5/1/2027	Scheduled			67,157.63	7,560.90	59,596.73	1,519,174.32
6/1/2027	Scheduled			67,157.63	7,275.49	59,882.14	1,459,292.18
7/1/2027	Scheduled			67,157.63	6,988.71	60,168.92	1,399,123.26
8/1/2027	Scheduled			67,157.63	6,700.55	60,457.08	1,338,666.18
9/1/2027	Scheduled			67,157.63	6,411.01	60,746.62	1,277,919.56
10/1/2027	Scheduled			67,157.63	6,120.09	61,037.54	1,216,882.02
11/1/2027	Scheduled			67,157.63	5,827.78	61,329.85	1,155,552.17
12/1/2027	Scheduled			67,157.63	5,534.06	61,623.57	1,093,928.60
2027	Annual Total			805,891.56	85,489.24	720,402.32	
1/1/2028	Scheduled			67,157.63	5,238.94	61,918.69	1,032,009.91
2/1/2028	Scheduled			67,157.63	4,942.41	62,215.22	969,794.69
3/1/2028	Scheduled			67,157.63	4,644.45	62,513.18	907,281.51
4/1/2028	Scheduled			67,157.63	4,345.07	62,812.56	844,468.95
5/1/2028	Scheduled			67,157.63	4,044.25	63,113.38	781,355.57
6/1/2028	Scheduled			67,157.63	3,741.99	63,415.64	717,939.93
7/1/2028	Scheduled			67,157.63	3,438.29	63,719.34	654,220.59
8/1/2028	Scheduled			67,157.63	3,133.13	64,024.50	590,196.09
9/1/2028	Scheduled			67,157.63	2,826.51	64,331.12	525,864.97
10/1/2028	Scheduled			67,157.63	2,518.42	64,639.21	461,225.76
11/1/2028	Scheduled			67,157.63	2,208.86	64,948.77	396,276.99
12/1/2028	Scheduled			67,157.63	1,897.81	65,259.82	331,017.17
2028	Annual Total			805,891.56	42,980.13	762,911.43	
1/1/2029	Scheduled			67,157.63	1,585.28	65,572.35	265,444.82
2/1/2029	Scheduled			67,157.63	1,271.24	65,886.39	199,558.43
3/1/2029	Scheduled			67,157.63	955.71	66,201.92	133,356.51
4/1/2029	Scheduled			67,157.63	638.66	66,518.97	66,837.54
5/1/2029	Scheduled			67,157.63	320.09	66,837.54	0.00
2029	Annual Total			335,788.15	4,770.98	331,017.17	
	Grand Total			4,029,457.80	534,457.80	3,495,000.00	

LESSOR'S ACCEPTANCE:
BOK Financial Equipment Finance, Inc.

By: _____
Mark Nurdin, President

Date: _____

LESSEE'S ACCEPTANCE:
Stillwater Utilities Authority

By: _____
Kimberly Meek, General Manager

Date: _____

DRAFT

SCHEDULE OF PAYMENTS

Pertaining to that certain Equipment Lease/Purchase Agreement dated March 20, 2024 (the "Agreement") in the amount of \$3,495,000.00, between BOK Financial Equipment Finance, Inc. ("Lessor") and Stillwater Utilities Authority ("Lessee"). All terms not defined herein have their meanings described in the Agreement.

A. RENTAL PAYMENTS, TERM, TRANSPORTATION AND DELIVERY COSTS. The Rental Payments required under the Agreement for the Equipment described in the attached Description of Equipment shall be as set forth in the Amortization Schedule attached hereto. A portion of each Rental Payment is paid as and represents payment of interest as set forth in such Amortization Schedule. Lessee agrees to and shall pay all transportation and/or delivery costs, if any.

B. LAST ACCEPTANCE DATE. The Equipment subject to the Agreement must be accepted by the Lessee within eighteen (18) months from the date hereof.

C. LATE PAYMENTS. There will be a charge of the greater of one percent (1%) per month or the highest legal rate allowed by governing law on the amount of any Rental Payment which remains unpaid for five (5) days after the date due.

D. BUDGETARY PERIOD. Lessee's budgetary period is from _____ to _____.

E. APPROPRIATION. Lessee confirms that sufficient funds have been appropriated to make all Rental Payments due during its current fiscal year and expects and anticipates that sufficient funds will be available to make all Rental Payments due in subsequent years.

F. ACCRUED INTEREST. Lessor agrees that should the funding into Escrow of the Agreement take place after the date set out in the Amortization Schedule for the commencement of interests Lessor shall deposit into such Escrow Fund an amount equal to the interest that shall have accrued since such commencement of interest.

THE TERMS GOVERNING THIS SCHEDULE OF PAYMENTS ARE CONTAINED IN THE AGREEMENT REFERENCED ABOVE AND APPLY WITH THE SAME FORCE AND EFFECT AS IF SET FORTH HEREIN.

LESSOR:
BOK Financial Equipment Finance, Inc.

LESSEE:
Stillwater Utilities Authority

By: _____
Mark Nurdin, President

By: _____
Kimberly Meek, General Manager

Date: _____

Date: _____

ACCEPTANCE CERTIFICATE

NO. 1

THIS ACCEPTANCE CERTIFICATE is issued pursuant to that certain Equipment Lease/Purchase Agreement dated March 20, 2024 (the "Agreement") between BOK Financial Equipment Finance, Inc. ("Lessor") and Stillwater Utilities Authority ("Lessee"). All terms not defined herein shall have their meanings described in the Agreement.

1. The undersigned, as Lessee under the Agreement, acknowledges delivery, installation and receipt in good condition and hereby accepts, all of the Equipment described on the attached Description of Equipment dated March 20, 2024.

2. Lessee confirms that it will make all Rental Payments required by and in accordance with Article V of the Agreement, and that sufficient funds have been appropriated to make such payments for its current fiscal year. Lessee expects and anticipates that sufficient funds will be available to make all Rental Payments due in subsequent fiscal years.

3. The Equipment is covered by insurance in the types and amounts required by the Agreement and is located at the location set forth in the attached Description of Equipment.

4. No event of default, as such term is defined in the Agreement, and no event which with the giving of notice of lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.

5. Lessee hereby authorizes and directs Lessor to fund the acquisition of the Equipment by paying the Vendor(s) the invoice price(s) as set forth on the attached Description of Equipment, and certifies that upon such payment, Lessor will have fully and satisfactorily performed all of its covenants and obligations under the Agreement with respect to the Equipment.

6. The Equipment is personal property and will not become either real property, fixtures or inventory.

LESSEE:

Stillwater Utilities Authority

ATTEST:

By: _____

Kimberly Meek, General Manager

By: _____

Date: _____

Name: _____

Title: _____

(FORM OF LESSEE'S COUNSEL OPINION)
(To be typed on Counsel's Letterhead)

BOK Financial Equipment Finance, Inc.
5956 Sherry Lane, Suite 1000
Dallas, TX 75225

Gentlemen:

As counsel for Stillwater Utilities Authority ("Lessee"), we have examined a duly executed original of the Equipment Lease/Purchase Agreement dated as of March 20, 2024 (the "Agreement") between Lessee and BOK Financial Equipment Finance, Inc. ("Lessor"), and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon such examination of law and fact as we have deemed necessary or appropriate for such purposes of the opinions set forth below, we are of the opinion that:

1. Lessee is a body politic, legally existing under the laws of the State of Oklahoma ("State").
2. The Agreement and the Proceedings has been duly adopted, authorized, executed and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal or binding.
3. The governing body of Lessee has complied with all applicable open meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Agreement was authorized.
4. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application affecting the enforcement of creditor rights.
5. Either there are no usury laws of the State applicable to the Agreement, or the Agreement is in accordance with and does not violate all such usury laws as may be applicable.
6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Equipment (as defined in the Agreement) from Lessor under the Agreement, or the acquisition and leasing of the Equipment from Lessor under the Agreement comply with all such procurement and public bidding laws as may be applicable.
7. There are no legal or governmental proceeding or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefore) wherein an unfavorable decision, ruling or finding might adversely affect Lessee's ability to perform its obligations under the Agreement.
8. The adoption, execution and/or delivery of the Agreement and the Proceedings, and the compliance by Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which Lessee is subject or by which Lessee is or may be bound.

This opinion is for the sole benefit of, and may be relied upon only by, you and any permitted assignee or subassignee of Lessor, under the Agreement.

Sincerely,

CERTIFICATE OF RESOLUTION

I, _____, do hereby certify that I am the duly elected or appointed and acting _____ (Title) of Stillwater Utilities Authority, a political subdivision duly organized and existing under the laws of the State of Oklahoma (the "Lessee"), and that the foregoing resolution has been presented to and duly adopted by the governing body at a meeting duly held and convened in accordance with applicable law on _____, 20____.

I further certify that attached hereto is a true and complete certified copy of the public notice and agenda posted at the Board of Director Office, at least seventy-two (72) hours prior to the meeting wherein said resolution was adopted, excluding Saturdays, Sundays and legal holidays.

IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal hereto this ____ day of _____, 20____.

LESSEE:

Stillwater Utilities Authority

By: _____

Kimberly Meek, General Manager

Date: _____

CERTIFICATE OF APPROPRIATION

I, _____, the duly elected or appointed and acting _____ (Title) of Stillwater Utilities Authority ("Lessee") hereby certify that all rental payments due by Lessee under that certain Equipment Lease/Purchase Agreement between Lessee and BOK Financial Equipment Finance, Inc., as Lessor, for the fiscal year ending _____, 20____ are within such fiscal year's budget for Lessee and within an available, unexhausted and unencumbered appropriation for Lessee.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20____.

LESSEE:

Stillwater Utilities Authority

By: _____

Kimberly Meek, General Manager

INCUMBENCY CERTIFICATE

I, _____, do hereby certify that I am the duly elected or appointed and acting _____ (Title) of Stillwater Utilities Authority, a political subdivision or agency duly organized and existing under the laws of the State of Oklahoma, that I have custody of the records of such entity, and that as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names are their true and authentic signatures and (ii) such officers have the authority on behalf of such entity to enter into that certain Equipment Lease/Purchase Agreement between such entity and BOK Financial Equipment Finance, Inc.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Kimberly Meek	General Manager	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto this ____ day of _____, 20____.

LESSEE:
Stillwater Utilities Authority

By: _____
Kimberly Meek, General Manager

PAY PROCEEDS

To: BOK Financial Equipment Finance, Inc.
5956 Sherry Lane, Suite 1000
Dallas, TX 75225

Lessee No.: STIL1180318-001

RE: Equipment leased under Equipment Lease/Purchase Agreement dated as of March 20, 2024 (the "**Lease**")
between the undersigned and BOK Financial Equipment Finance, Inc. ("**Lessor**")

Gentlemen:

You are hereby irrevocably authorized and directed to pay the proceeds of the lease to:

VENDOR(S):

Wire transfer to: United Engines LLC
Bank: JPMorgan Chase
ABA#: 021-000-021
City & State: Houston, TX 77002
Amount: \$3,495,000.00
Account Name: United Engines
Account Number: 870511334

FUNDING TOTAL: \$3,495,000.00

Sincerely,

Stillwater Utilities Authority
("Lessee")

By: _____
Kimberly Meek, General Manager

Dated: _____

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that Stillwater Utilities Authority ("Grantor") with its place of business at 723 S Lewis St, Ste 2065, Stillwater, OK 74074-4652, being owner of the vehicle:

Description	VIN #
2024 Wester Star 47X Galbreath	5KKHBPDV2SPVH9833
HEIL MODEL DPF PYTHON	1CYAADAC7R1002156
HEIL MODEL DPF PYTHON	1CYAADAC9R1002157
HEIL MODEL DPF PYTHON	1CYAADAC0R1002158
HEIL MODEL DPF PYTHON	1CYAADAC2R1002159
HEIL MODEL DPF PYTHON	1CYAADAC9R1002160
HEIL MODEL DPF PYTHON	1CYAADAC0R1002161
HEIL MODEL DPF PYTHON	1CYAADAC2R1002162

Does hereby appoint empower, constitute and appoint the person whose specimen signature appears below as a representative of **BOK Financial Equipment Finance, Inc.** as its true and lawful attorney-in-fact for the purpose of preparing, executing and filing all title, registration, licensing and related documents on its behalf for BOK Financial Equipment Finance, Inc. for the above vehicle only. **This Power of Attorney with full authority to execute and record any and all instruments, affidavits, certificates of title, renewals, and other documents necessary to effect registration, transfer of title, application for title and to evidence BOK Financial Equipment Finance, Inc.'s security interest in the above described motor vehicle and to do such other things as may be proper pertaining to the title or licensing of the motor vehicle, in Grantor's place and stead.** This Power of Attorney shall not terminate or otherwise be affected by Grantor's subsequent disability or incapacity.

IN WITNESS WHEREOF, this Power of Attorney, was executed this _____ day of _____, 20__.

Stillwater Utilities Authority

By: _____
Kimberly Meek, General Manager

STATE OF _____ §
COUNTY OF _____ §

Subscribed and Sworn to before me this _____ day of _____, 20__.

Notary Public

BOK Financial Equipment Finance, Inc. Specimen Signature

By: _____
Mark Nurdin, President