



Together, Investing in Municipal Excellence

STILLWATER ECONOMIC DEVELOPMENT AUTHORITY SPECIAL MEETING AGENDA
MAY 8, 2024

723 S. Lewis Street, Room 1122 B
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. SEDA will take action on these items collectively with a single vote. The requested SEDA 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 regular meeting minutes from April 15, 2024		
b.	Approve Task Order Agreement and Task Order 1 for 10th/Husband Parking with Gose & Associates	SEDA-24-05	Candy Staring

3. Public Comment

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

SEDA will hear a staff presentation and take action including a vote or series of votes on each item listed as presented or as amended or revised by members of the Authority unless the agenda entry specifically states 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 Authority.

a.	Visit Stillwater Semi-Annual Report		Blaire Atkinson
b.	Consider application of MacKap, LLC DBA Chris' University Spirit for Small Business Enhancement Assistance in the amount of \$13,070.64 for improvements to include new LED backlit front sign, new paint to building front, and update awning lights to LED at 244 S. Knoblock Street.	SEDA-24-06	Brady Moore

6. Questions and Inquiries

7. 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

8. Adjourn

On May 7, 2024 at 11:45 a.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

1. 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 APRIL 11, 2024 AT 3:00 P.M. AT THE MUNICIPAL BUILDING,
723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
APRIL 15, 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 6:53 p.m.

2. CONSENT DOCKET

- a. Approve meeting minutes from April 1, 2024

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. GENERAL ORDERS

- a. Stillwater Chamber of Commerce Economic Development Quarterly Report

Chamber of Commerce President & CEO, Alane Zannotti gave an overview of the Economic Development report, and she clarified the process of reviewing RFP's that are received by the Chamber. She stated that they would like to start meeting with City administration to discuss RFP's and make sure any inquiries would be a good fit for the City of Stillwater. Ms. Zannotti introduced the new Economic Development Coordinator for the Chamber, Kari Moore.

Ms. Moore presented the accomplishments the Chamber has achieved since she started as Economic Development Coordinator 35 days ago. She discussed the monthly meetings with City staff, Business Retention and Expansion (BRE) visits, ongoing RFP projects and the upcoming events to support the local businesses. She talked about the partnership with Greater OKC Chamber and Select OK Membership. Ms. Moore stated that the Chamber produces materials that market and promote the City including a website and information packets for prospective businesses in collaboration with the City and Visit Stillwater. A

shared “Grow Stillwater” marketing campaign became effective at the end of calendar year 2023. She discussed the Economic Development plans moving forward and what to expect. Ms. Moore answered Trustee’s questions.

No action was taken on this item.

6. RESOLUTIONS

Resolution No. CC-2024-9; SUA-2024-2; SEDA-2024-1: A resolution adopting revisions to the Purchasing Policy for the City of Stillwater and its Trusts

MOTION BY TRUSTEE CLARK, SECOND BY TRUSTEE HARDIN TO ADOPT RESOLUTION NO. SEDA-2024-1 AS PRESENTED.

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

7. QUESTIONS & INQUIRIES

None.

8. REPORTS FROM OFFICERS & BOARDS

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

9. ADJOURN

MOTION BY VICE CHAIR DZIALOWSKI, SECOND BY TRUSTEE HAWKINS TO ADJOURN THE APRIL 15, 2024 REGULAR MEETING OF THE STILLWATER ECONOMIC DEVELOPMENT AUTHORITY.

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

The regular meeting of the Stillwater Economic Development Authority adjourned at 7:09 p.m.

WILLIAM H. JOYCE, CHAIR
STILLWATER ECONOMIC DEVELOPMENT
AUTHORITY

TERESA KADAVY, SECRETARY
STILLWATER ECONOMIC DEVELOPMENT
AUTHORITY

Agenda Item:	2.b. SEDA-24-05
Previous/Related Action:	
Background/Issue:	City staff across many Departments frequently need engineering services in order to perform evaluations, design, bidding and construction administrative services for roadway reconstruction, site planning, civil design layout, grading plans, infrastructure replacement or extension and others. Some needs have quick timelines in order to maintain pace with an ongoing situation or project while others are foreseeable. When these needs arise, the time needed to identify a consultant, prepare an agreement, acquire legal reviews, gain Council approval and execute the documents can take up to three months of administrative efforts prior to starting the work. The City is currently planning to replace parking along the south side of 10th Avenue between Husband and the alleyway to increase public on-street parking.
Proposal/Solution:	To minimize administration time associated with repetitive contracting and to maximize production time, Staff have utilized 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 Task Order Agreement between the City and Gose & Associates has been prepared. This Agreement will provide these benefits: • save staff time by reducing the number of agreements that need to be produced, reviewed and executed; • allow work to start earlier; • allow for services to be performed on individual projects and tasks at a pre-determined hourly rate while limiting labor escalation annually; • minimize the time for scoping a particular task order by having standard scope language included; • schedule and fee is developed specific to each task order; • Engineer is not obligated to agree to new task orders; • Agreement can be terminated by the City for

	convenience. Staff has negotiated a scope and fee of \$19,080.50 for Task Order No. 1 with Gose for the design, bidding and construction administration efforts associated with replacement of parking along the south side of 10th Avenue between Husband and the alleyway. Additional fees for testing should not exceed \$1,000. In addition to engineering related costs which are estimated at up to \$22,000, the future request for construction funds for this parking is expected to be less than \$100,000.
Financial Source/Impact:	• For the Task Order Agreement, funding will be established for each Task Order as the need arises. • For Task Order No. 1 – Parking along the south side of 10th Ave. between Husband and the alley, funds are available in Downtown/Campus Link TIF#3 Fund.
Related Strategic Priority:	#2 MOTIVATED MANAGEMENT #4 CONNECTED SPACES
Recommended Action/Motion:	Motion to: • approve a Task Order Agreement for engineering services with Gose and Associates and authorize the City Manager to execute the agreement; and • authorize expenditures associated with Task Order No. 1 to include engineering, testing, and a contingency for total expenditures of \$22,000.
Prepared By:	Candy Staring, Engineering Dir.
Reviewed By:	
Submitted By:	

Attachments

1. _Agreement
2. TO1 assembled

City of Stillwater

Civil Engineering Services Task Order Agreement

Owner: City of Stillwater
Engineer: Gose & Associates

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and
Issued and Published Jointly

by



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1420 King Street, Alexandria, VA 22314-2794

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____, 20____ (“Effective Date”) between **CITY OF STILLWATER** (“Owner”) and **ASSOCIATED ENGINEERING CONSULTANTS, LTD., D/B/A GOSE & ASSOCIATES** (“Engineer”).

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

Engineering and Construction Administration Services

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

Engineering, hydraulic modeling, pavement assessment, drafting, data interpretation, planning, analyses, calculations, coordination, management, permitting, oversight, observations and other work required to develop drawing packages and bid documents for the purpose of advertising and contracting for construction services to build civil infrastructure and facilities, in strict accordance with City, County, State and Federal Standards, and per industry practices, on behalf of the Owner.

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 Basic and Additional services set forth herein and in Exhibit A.
- B. Engineer’s services will be detailed in a duly executed Task Order. The general format of a Task Order is shown in Exhibit L to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided. Basic and Additional Services that may be included in a Task Order are set forth in Exhibit A.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Services, including the scope of Engineer’s services, time for performance, Engineer’s compensation and all other appropriate matters.

1.02 *Task Order Procedure*

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein, in Exhibit B and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of 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 for each Task Order 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 each Task Order, 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 be adjusted equitably.
- 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 be adjusted equitably.
- 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 Order within the time set forth, as duly adjusted, then Engineer and Owner shall jointly determine and initiate a recovery plan within 30 calendar days of Owner’s request to the Engineer to ensure successful completion of task. If Engineer continues to remain unable to complete said task, the Owner may initiate the provisions of Paragraph 6.05 Suspension and Termination of this Agreement and shall be entitled to damages.

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 and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly or bi-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 any Task Order 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 *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 of each Task Order, Owner shall provide 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.
- F. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of such Task Order. 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.

- G. 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.
- H. 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 in each Task Order to use other general conditions.
- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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 the authorizing Task Order. 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 the authorizing Task Order.

6.03 *Use of Documents*

- A. All drawings, raw data files, tracings, plans, computations, specifications, maps and other documents prepared or obtained under this contract shall become the sole property of Owner and shall be delivered to Owner without restriction on future use. Engineer shall retain in its files all original drawings, specifications and all other pertinent information for the work. Engineer shall have no liability for changes made to the drawings, specifications, and other documents by other engineers after completion of the contract. Owner shall require that any such change be sealed, dated, and signed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified. Engineer shall not release any hardcopies or electronic files, native or pdf, prepared or obtained under this contract to any third party without prior written consent of Owner.
- B. Either party to this Agreement may rely on 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.
- 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) 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 Engineer to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (~~other than~~ including 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 a Task Order 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 a Task Order if Engineer's performance has been substantially delayed through no fault of Engineer.

B. *Termination*: The obligation to provide further services under this Agreement or under a Task Order 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 or Task Order 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 associated Task Orders, 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.

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. Per Task Order, Owner will 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. Owner's drinking water distribution system has the presence of asbestos-cement lines. Groundwater contamination exists near Boomer Lake.
- 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 Sites likely to be related to Task Orders of this Agreement.
- 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, 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; 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 defend, 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, Agreement and any Task Order, 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, 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.
- B. *Indemnification by Owner:* ~~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.

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.~~
- F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the Amendment.
- G. *Access to Engineers Accounting Records:* Engineer will maintain accounting records, in accordance with generally accepted accounting principles. These records will be available to Owner during Engineer's normal business hours for a period of one year after Engineer's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Orders) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Orders, 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 and authorized Task Orders.
 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits and attachments identified in Paragraph 8.01 and any duly executed amendments or Task Orders.
 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 and authorized Task Orders.
 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 "r ""PR" 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.
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. *Task Order* – A document executed by Owner and Engineer, including amendments if any, stating the project description, clarifications to scope of services, Engineer's compensation, times for performance of services and other relevant information for a Project.
33. *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.
34. *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.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. Not Included.
- E. Exhibit E, Notice of Acceptability of Work. As Issued.
- 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. Not Included.
- J. Exhibit J, Special Provisions. Not Included
- K. Exhibit K, Suggest Format of Amendment to Owner-Engineer Agreement. As Issued.

- L. Exhibit L, Suggested Format of Task Order. As Issued.
- M. Exhibit L-01, Task Order 1: 10th Ave. On-Street Parking Improvements

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above as well as future Task Orders) 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 or of a Task Order, Exhibit L 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. Each Task Order shall likewise designate representatives of the two parties.

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.

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

Owner:
City of Stillwater

Engineer:
Associated Engineering Consultants, LTD., D/B/A
GOSE & ASSOCIATES

By: _____

By: _____

Title: Kimberly Meek, City Manager

Title: Stephen C. Gose, President

Date

Date

Signed: _____

Signed: _____

Engineer License or Firm's C.A.1640
Certificate No.
State of: Oklahoma

Address for giving notices:

City of Stillwater, Engineering

PO Box 1449

Stillwater, OK 74076-1449

Designated Representative (Paragraph 8.03.A):

Candy Staring

Title: Director

Phone Number: (405) 742-8203

Facsimile Number: _____

E-Mail candy.staring@stillwaterok.gov
Address: _____

Address for giving notices:

Gose & Associates

P.O. Box 2371

Stillwater, Oklahoma 74076

Designated Representative (Paragraph 8.03.A):

Stephen C. Gose, P.E.

Title: President

Phone Number: (405) 743-4907

Facsimile Number: _____

E-Mail stephen@gose-associates.com
Address: _____

Approved as to form and legality this _____ day of _____, 20____.

Kimberly Carnley, City Attorney

This is **EXHIBIT A**, consisting of 13 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 20____.

Engineer's Services

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

Engineer shall provide Basic and Additional Services as generally set forth below. Exhibit A defines a summary of the Scope of Services of contracted Task Orders and expected future Task Orders at the time of this agreement.

Task Orders will supercede Scope of Services expressed herein. In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services, the Engineer's services will be detailed in duly executed Task Orders. Task Order outline and descriptions can be altered through written agreement between Owner and Engineer as excuted through Exhibit L-series Task Orders. All services, including scope, time for performance, and compensation will be authorized only through executed Task Orders.

PART 1 – BASIC SERVICES

A1.01 *Preliminary Design Phase, General Services Description.* For Task Orders involving a "Preliminary Design Phase," Engineer shall:

- A. Identify and evaluate the number of alternate solutions available to Owner listed in the Task Order for a Specific Project, and, after consultation with Owner, recommend to Owner those solutions which in the Engineer's judgment meet Owner's requirements for a Specific Project.
- B. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions for each of the Projects as directed by Owner through Task Order.
- C. For hydraulic systems, provide hydraulic modeling and engineering calculations to determine sizing and configuration per City, State and industry standards.
- D. Establish CAD and GIS formatting for the design drawings conforming to the Owner's standard GIS schema so that later as-built record submittals to the Owner allow for Owner's incorporation through native files and straightforward uploads to the Owner's GIS system. Refer to Appendix 1 to Exhibit A for digital data submission requirements.
- E. 35% Conceptual Design Plans. Preparation of 11"x17" plans identifying potential conflicts and to support determination of the best horizontal alignment, position or location for the proposed facilities. Submit 4 copies and one pdf true half size file. All plans created for Owner shall be scaled for full-size at 22"x34" and half-size at 11"x17".
- F. Complete Preliminary Design documents for separate Projects as specified in preamble of Agreement between Owner and Engineer for Professional Services in order to stagger review

submittal packages for Owner review. Preliminary Project Design review packages will not be submitted with less than 30-days apart to provide adequate time for Owner review, Engineer response, and backchecks to be completed.

- G. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners. Include all fire line watch valves potentially impacted by the project. Obtain all information necessary to design the facilities to City standards.
- H. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
- I. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
- J. Furnish one (1) electronic and three (3) review copies of each Preliminary Project Design document package and any other deliverables to Owner within 180 calendar days of Owner's authorization to proceed with each design package. Owner shall submit to Engineer any comments regarding the Preliminary Project Design documents and any other deliverables.
- K. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner one (1) electronic and three (3) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 30 calendar days after receipt of Owner's comments.
- L. Engineer will conduct a one-day workshop with the Owner's personnel to review the Preliminary Design Phase products as defined above.
- M. Perform or provide additional Preliminary Design Phase tasks or deliverables as needed by Owner and agreed upon by Engineer.
- N. Engineer's services under the Preliminary Design Phase Task Order will be considered complete when Preliminary Design Phase documents (35%), revised opinion of probable Construction Cost, and any other deliverables have been accepted by Owner.

E1.02 *Final Design Phase, General Services Description.* After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Program, and upon written authorization from Owner, Engineer shall:

- A. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

- B. Provide technical criteria, written descriptions, design data for filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Projects; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities. Engineer will file required applications for permits. The Owner will make direct payment to the various permitting entities as required to enable Engineer filing.
- C. 65% Preliminary Design Drawings. With Owner's comments and markups for 30% Design Plans, proceed to 65% Preliminary Design drawings including cover sheet, pay quantities, construction notes, details, and a survey control plan. Include an outline of technical specifications needed for the Bid Documents. Submit all documents to Owner for review and comment prior to proceeding to preparation of 95% Design drawings.
- D. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
- E. Prepare and furnish bidding documents for various projects, for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 14 days of receipt, Owner shall submit to Engineer any comments.
- F. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit a final electronic copy of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 30 calendar days after receipt of Owner's comments and instructions.
- G. Engineer will conduct two (2), one-day workshops (65% and 95%) with the Owner's personnel to review the Final Design Phase products as defined above.
- H. Provide Owner administrative support for permitting, to include, but not limited to ODEQ, ODOT, County, Rail, and City, for State Revolving Fund (SRF) application, and Environmental Information Document (EID) on all Projects within Program scope. Submit drafts to Owner for review and comment.
- I. Provide surveying, legal descriptions and coordination for easement and right-of-way acquisition needs.
- J. With City's input, coordinate with private utilities (gas, fiber, phone, communication, others) through the Owner and ensure conflicts with these utilities and the project are identified and their relocation work is appropriately scheduled by their owner(s) to be clear of the project ahead of anticipated construction start.
- K. Provide support to Owner's Land Acquisition Technician for acquiring needed rights-of-way, easements and rights-of-entry. Provide staking or proposed easements for the purpose of communication with the property owners.
- L. Perform or provide additional Final Design Phase tasks or deliverables as needed by Owner and agreed upon by Engineer.

- M. Engineer's services under the Final Design Phase will be considered complete once Bid Package documents, revised opinion of probable Construction Cost, and any other deliverables have been accepted by the Owner.
- N. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.

E1.03 *Bidding – General Services Description.*

- A. Bidding Phase. After acceptance by Owner of the Bid Package Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Program, and upon written authorization by Owner, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
 2. Provide process for and conduct pre-qualification of Contractors for Owner's approval.
 3. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
 4. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 5. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
 6. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
 7. Attend the pre-Bid meeting and Bid opening, prepare Bid tabulation sheets, provide written recommendation for award, prepare Conformed Contract Documents and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 8. Conform the Bid Documents to "For Construction" drawings, technical specifications and contract documents to include any addenda and clarifications made during bid phase.

9. Perform or provide additional Bidding Phase tasks or deliverables as needed by Owner and agreed upon by Engineer.

B. Engineer's services under the Bidding Phase will be considered complete when the contractor's Notice of Award letter has been issued by the Owner.

E1.04 *Construction and Post-Construction Phases, General Services Description.* The Engineer is not granted the authority to direct the Contractor's Work or approve field or contract changes on behalf of the Owner. After acceptance by Owner of the Bid Award Recommendation and conformed (For Construction) documents, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the phase, and upon written authorization by Owner to proceed, Engineer shall:

A. *Administrative Services.*

1. *Project Management:* Engineer will develop a general workplan that defines its delivery approach, staffing, responsibilities, and project deliverables. Engineer will advise Owner of the progress of construction. This include submitting monthly progress reports to the Owner and regular progress meetings and consultations with the Owner. Engineer shall prepare progress meeting agendas, record meeting minutes, and distribute the minutes. Project Management services by Engineer shall include:
 - Facilitate and oversee execution of Construction Contract through coordination with all parties.
 - Coordinate, organize, schedule and conduct the Pre-Construction Conference including agenda, meeting summary and all follow-on services.
 - Provide project management services throughout the construction phase including tracking, scheduling, coordination, reporting, correspondence, documentation, coordination and other required services for project management.
 - Coordinate with Engineering, Water Utilities, Public Works and other City departments and conduct all Work required (in advance of and during the Project) to ensure that all Project Work for a complete, compliant and successful project is accomplished. These items include, but are not limited to: test shutdowns; traffic, pedestrian, and business access considerations; lane closures; waste management provisions; bus stop considerations; construction sequencing; water and sewer service tie-ins and interruptions; monitoring of all Project ongoing systems (such as construction sequencing, sewer bypasses, traffic control systems, temporary and emergency entry maintenance, etc.); property owner notifications (Work Starts Letters, Shutdown Notices, etc.); and any other Project and/or Contractor required Work items (refer to Contract Documents, City Standards, City SOPs, and all local, county, state and federal rules and regulations).

- Provide coordination with and oversee all private and franchise utility corrective actions upon discovery of any conflicts with the project plans. Ensure all new information is updated on record drawings.
 - Verify Contractor has all required permits before beginning related work.
- B. *Communications*: Engineer will implement and maintain regular communications with the Contractor and Owner during the construction. Engineer will receive and log all communications from the Contractor and will coordinate the communications between the Owner and Contractor. Engineer will not communicate directly with the Contractor's subcontractors.
- ~~C. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.~~
- D. *Field Instructions and Orders*: With Owner's approval, Engineer will issue field instructions, orders or similar documents during construction as provided in the contract for construction.
- ~~E. *Selecting Independent Testing Laboratory*: Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.~~
- F. *Project Meetings and Conferences*: Organize, coordinate, lead and document all Project meetings including the Pre-Construction Conference, regularly scheduled progress meetings, onsite meetings and others, as necessary. Create and distribute minutes from all meetings/conferences within three (3) days of said event(s). Owner's attendance at each meeting is required.
- G. *Schedules*: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Owner or Engineer including, but not limited to, Progress Schedule, Schedule of Submittals, and Schedule of Values.
- H. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed or to ensure Contractor's compliance with the Contract Documents.
- I. *Visits to Site and Observation of Construction*: In connection with observations of Contractor's Work while it is in progress:
1. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer

- in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
2. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
- J. *Defective Work:* Notify the Owner immediately if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- K. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer must have Owner's approval for field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- L. *Claims by Contractor:* Engineer shall review all claims by Contractor including but not limited to delays, differing site conditions and requests for additional time and/or compensation.
- M. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate. Identify best solution (considering price, schedule, constructability, State statutes, City standards, etc.) for required changes to Engineer's plans and prepare all required documents (exhibits, attachments, figures, reports, etc.) to support the Change Order. Prepare Draft and Final Reports and PowerPoint slides to support Owner's

Project Manager for presentations to City Council/SUA. Attend City Council/SUA Meetings, as necessary to support the Project, and be prepared to defend Project decisions and progress during the meetings.

- N. *As Built Drawings And Record Documents*: Engineer will coordinate the Contractor's submittal of red line drawings, specifications and other as-built documents and shall prepare record drawings and transmit these to the Owner. Engineer will meet with the Contractor as necessary to discuss the preparation and submittal of red line or as-built drawings.
- O. *Shop Drawings, Samples Submittals and other Data*: Review and approve or take other appropriate action in respect to Shop Drawings, Samples, Submittals and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- P. *Contractor Clarifications and Requests for Information (RFI/CCIR)*: Engineer will review the Contractor's requests for information or clarification of the contract for construction. Engineer will coordinate such review with the design team and with the Owner as appropriate. Engineer will coordinate and issue responses to the requests. Engineer will log and track the Contractor's requests. Engineer will assist the Owner in reviewing and responding to the Contractor's requests for substitution of materials and equipment. Engineer will review such requests and will advise the Owner as to the acceptability of such substitutions.
- Q. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of the Owner/Engineer Agreement.
- R. *Inspections and Tests*: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- S. *Disagreements between Owner and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

- T. *Safety*: Engineer will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations. Engineer will coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the contract for construction. Engineer will coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations, when such conditions expose Engineer staff, or staff of Engineer subcontractors, to unsafe conditions. Engineer will notify affected personnel of any site conditions posing an imminent danger to them which Engineer observes. Engineer is not responsible for health or safety precautions of construction workers. Engineer is not responsible for the Contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.
- U. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
1. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 2. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or

encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

- V. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples, Submittals and other data approved as provided in the Owner/Engineer Agreement, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Owner/Engineer Agreement.
- W. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
- X. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement. If deficiencies in the Work are found, create and distribute a final punch-list, which has been reviewed and approved by the Owner in advance, to the Contractor.
- Y. *Duration of Construction Phase:* The Construction Phase will commence with award of the first Construction Contract for the Project or any part thereof and will terminate upon Notice of Acceptability of Work (Exhibit E) recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- Z. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- AA. Perform or provide additional Construction Phase tasks or deliverables as need by Onwer and agreed upon by Engineer.

- BB. Engineer's services under the Construction Phase will be considered complete when the Notice of Acceptability of Work letters for each Project (Engineer's final inspection approval letter), and any other deliverables have been accepted by Owner.
- CC. Post-Construction Phase. After acceptance by Owner of the Notice of Acceptability of Work letter, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Together with Owner, visit Projects to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
 2. Together with Owner or Owner's representative, visit Projects within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.
 3. Prepare and submit record drawings for all Projects.
 - Provide record drawings reflecting all field changes and final quantities. Submittals shall include two full sized reproducible prints, one full sized PDF file and one true half sized PDF file. Submittal should also include electronic files conforming to the Owner's requirements listed in Appendix 1 to Exhibit A.
 - Record drawings shall reflect the project as installed, according to information provided by observation by the Engineer, markups by the contractor, markups by the inspector, field orders, change orders, and other sources of information available to the Engineer.
 - Record drawings shall generally be similar in appearance to design drawings. Drawing elements that do not reflect the project as constructed shall be deleted, not struck through, and replaced with updated elements. Differences between bid docs and record drawings shall be colored red and clouded and annotated for review, but the final record drawings shall not include clouds and be fully understandable in black and white.
 - Engineer shall ensure that bid documents require adequate as-built information from the Contractor in order to meet the above requirements.
 4. Provide to Owner all project documentation in electronic format organized into folders as specified by Owner.
 5. Provide Owner with a Contractor evaluation report using the Owner's template.
 6. Perform or provide additional Post-Construction Phase tasks or deliverables as needed by Owner and agreed upon by Engineer.

- DD. Engineer's services under the Post-Construction Phase will be considered complete once all record drawings, and any other deliverables have been accepted by the Owner.

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. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. 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.
 4. Services resulting from Owner's request to evaluate additional Program Definition Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use.
 7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
 8. Furnishing services of Consultants for other than Basic Services.

9. Services attributable to more prime construction contracts than specified in Paragraph A1.04.D.
10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.C.10, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
17. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
18. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
19. Assistance in connection with the adjusting of Project equipment and systems.
20. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
21. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
22. Overtime work requiring higher than regular rates.
23. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- ~~A. Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.~~
- ~~1. Services in connection with work change directives and change orders to reflect changes requested by Owner.~~
 - ~~2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~
 - ~~3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.~~
 - ~~4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.~~
 - ~~5. Services (other than Basic Services during the Post Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.~~
 - ~~6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.~~
 - ~~7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.C.26.~~
 - ~~8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.~~
 - ~~9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.~~

GIS Digital Data Submission Requirements

The Engineer shall produce GIS and CAD files in such a way that allows the Owner to incorporate new or revised field data and information electronically into Owner's geographical record system. The submission requirements by the Engineer to the Owner for all files include the following criteria.

1. Digital Data Submission for GIS and CAD applies to all plan sheets submitted to the Owner including but not limited to site plans, design drawings, alignments, facilities drawings, easements, rights-of-way, as-builts and final plats.
2. Acceptable data formats in order of preference include:
 - a) ESRI Geodatabase (Personal or File)
 - b) ArcView Shapefiles
 - c) DXF (AutoCAD Drawing Exchange Format)
 - d) DWG (CAD drawing file)
3. Standard transfer media will be accepted on flash drives or through upload to cloud.
4. All drawing elements shall be submitted referencing the Oklahoma State Plane Coordinate System and will utilize the North American Datum of 1983 (NAD83) for horizontal control and be measured in US Feet (not meters).
 - a) Projection Name:
"NAD_1983_StatePlane_Oklahoma_North_FIPS_3501_Feet"
5. To expedite the conversion of CAD data, if so provided, into the Owner's GIS, the following requirements shall be met:
 - a) Closure is critical in converting CAD elements to GIS features, all polygon features (i.e. parcel boundaries) shall be 'snapped' closed.
 - b) Submitted files shall contain only complete point, polyline or polygon features.
 - c) The segregation of layering shall allow for each component to be individually isolated in its entirety.
 - d) Proposed and existing entities shall be on separate layers.
 - e) The submittal with its required layers shall not maintain any external references, attachments, or third party layers.
 - f) Drawing features and layers shall include descriptive attributes in a feature linked attribute table. See Table 1.

6. Digital submissions to the Owner shall only include the base and utility system layers listed in Table 1. At the Engineer's request, Owner will provide digital data schema conforming to and expanding Table 1.

Table 1: Digital Data Schema⁽¹⁾

Layer Name	Data Type	Layer Description	Attribute ⁽²⁾
Base			
Street	Polyline	Street Centerline	Streetname
Road_EOP	Polyline	edge of pavement	
Easement	Polyline	Easement	Type, Width
Lot	Polyline	Lot	Lot, Block number
Block	Polyline	Block	
Subdivision	Polyline	Subdivision	Subdivision name
Building	Polyline	Building Footprints	
Driveway	Polyline	Driveway	
Water			
wMain	Polyline	Water main	Size, Material
wSystemValve	Point	Water valve	Size, Type
wHydrant	Point	Fire hydrant	Manufacture
wFitting	Point	Water Fitting	Type, Size
wServiceConnection	Point	Water Meter	
Wastewater			
Sewerline	Polyline	Wastewater Mains	Size, Material
Manhole	Point	Wastewater Manholes	Type, Depth, Size
Stormwater			
swClosedChannels	Polyline	Stormwater Closed Channel	Type, Material ⁽²⁾
swOpenChannel	Polyline	Stormwater Open Channel	Type
swNetworkStructure	Point	Stormwater Structure	Type
swManhole	Point	Stormwater Manhole	Type, Size
swInlet	Point	Stormwater Inlet	Type, Dimension
swOutlet	Point	Stormwater Outlet	Type, Dimension
Electric			
PrimaryConductor	Polyline	Electric Main Line	
SecondaryConductor	Polyline	Electric Secondary Line	
TransformerBank	Point	Electric Transformer	
PowerPole	Point	Power Pole	
LightPole	Point	Light Pole	
(1) At the Engineer's request, Owner will provide digital data schema conforming to and expanding Table 1.			
(2) Additional attributes are available in Owner's digital data schema.			

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, 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 program that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: *None identified*.

The This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 20____.

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

Exhibit C outlines conditions for Program compensation of Professional Services. Task Orders will supercede or supplement, as indicated therein, Item C2.01.A.3 by itemizing, expanding, or redistributing compensation values based on further defined Scope of Services as agreed upon by both Owner and Engineer, and will become the basis for financial commitment.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Direct Labor Costs Times a Factor Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. An amount equal to Engineer’s Direct Labor Costs (referred to in and part of the Agreement between Owner and Engineer for Professional Services Article 8.01), times a factor of 3.1241 for the services of Engineer’s personnel engaged on the Program, plus Reimbursable Expenses.
 2. Engineer’s Reimbursable Expenses and Hourly Rate Schedule is attached to this Exhibit C as Appendix 1.
 3. The total compensation for services under Paragraph C2.01 is estimated as summarized in each Task Order Exhibit. The initial Task Order 1, Exhibit L-01, is based on the following distribution of compensation:
 - a. Task Order 1, Exhibit L-01, Not to Exceed \$19,080.50.
 - 1) Study and Design, \$6,153.00
 - 2) Preliminary Design Phase: \$1,497.50
 - 3) Final Design Phase: \$1,795.00
 - 4) Bidding Phase, \$1,280.00
 - 5) Construction Phase Services, \$7,335.00
 - 6) Post-Construction Phase Services, \$1,020.00
 4. Engineer may, upon written approval by 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 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 Consultant's charges, to include estimated annual escalation of Direct Labor Costs.
6. The portion of the amounts billed for Engineer's services which are related to services rendered on a Direct Labor Costs times a Factor basis will be billed based on the applicable Direct Labor Costs for the cumulative hours charged to the Project by Engineer's principals and employees multiplied by the above-designated factor, plus Reimbursable Expenses and Engineer's Consultant's charges incurred during the billing period.
7. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits.
8. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as labor rates change to reflect equitable changes to the compensation payable to Engineer. The first adjustment will occur no earlier than one (1) year after the effective date of this agreement. Annual salary escalation is limited to 3% per year. On an individual basis, Owner may consider escalation above 3% based on promotions or other individual factors of the Engineer's Direct Labor Costs.

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 (0% increase).

- D. The Reimbursable Expenses Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer. The first adjustment may occur no earlier than one (1) year after the effective date of this agreement.

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 (0% increase).
- B. Factors: The external Reimbursable Expenses and Engineer's Consultant's 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 Engineer's services during 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.
3. 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.

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

Reimbursable Expenses and Hourly Rate Schedule

The Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

Engineers Consultants (subconsultants)	per Paragraph C2.03 to Exhibit C
8"x11" Copies/Impressions	<u>\$0.25/sq. ft.</u>
Mileage (auto)	<u>at IRS published rate, currently \$0.655/mile for 2023</u>
Meals and Lodging	at cost
Equipment Rental (flow meters, surveying, etc)	at cost

Direct Labor Cost (Hourly Rates)

<u>Personnel Classification</u>	<u>Avg Hourly Rate</u>
Engineer 9 / Sr. Engineer	\$195
Engineer 7 / Project Manager	\$180
Engineer 4	\$160
Engineer 3	\$155
Engineer 2	\$150
Engineer 1	\$140
Designer 2	\$140
Designer 1	\$135
CAD Tech 3	\$135
CAD Tech 2	\$130
CAD Tech 1	\$115
Administrative	\$50

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 City of Stillwater/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 City/SUA is not named as an additional insured in any amount in excess of said statutory liability limits.

B. *Additional Insureds:*

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

This is **EXHIBIT K**, consisting of ____ 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. ____ to Task Order ____

1. *Background Data:*

Effective Date of Owner-Engineer Agreement: _____

- b. Owner: City of Stillwater
- c. Engineer: Gose & Associates
- d. Project: Civil Engineering and Construction Administration Services

2. *Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services:

[Insert description of additional scope]

- 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:

[List current contract scope change documents to include Task Orders]

- c. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

[\$ insert change amount]

3. Agreement Summary (Reference only)

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

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 the date executed by Owner signature below.

OWNER:

ENGINEER:

City of Stillwater

Gose and Associates

By: _____

By: _____

Title: Kimberly Meek, City Manager

Title: Stephen C. Gose, President

Date Signed: _____

Date Signed: _____

EXHIBIT L
SUGGESTED FORM OF TASK ORDER

This is Task Order No. _____, consisting of _____ pages.
--

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services, dated _____ ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: _____

B. Description: _____

C. Number of Construction Contracts

The Specific Project is anticipated to be constructed under _____ construction contracts.

2. Services of Engineer

[Indicate scope of Service of Engineer]

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following:

[Indicate additional Owner's Responsibilities]

4. Times for Rendering Services

[Indicate schedule of Services of Engineer]

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

[Indicate itemized table of compensation]

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

6. Consultants:

[Indicate changes to Consultants scope of service to include compensation and schedule]

7. Other Modifications to Agreement:

[Supplement or modify Agreement and Exhibits, if appropriate.]

8. Attachments:

[Provide attachments, if applicable]

9. Documents Incorporated By Reference:

[Insert documents for reference, if applicable]

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

OWNER:

ENGINEER:

By: City of Stillwater

By: Gose & Associates

By: _____

By: _____

Name: Kimberly Meek

Name: Stephen C. Gose

Title: City Manager

Title: President

Engineer License or Firm's C.A. 1640
Certificate No. _____
State of: Oklahoma

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: Candy Staring

Name: Stephen C. Gose

Title: Director

Title: President

Address: PO Box 1449
Stillwater, OK 74076-1449

Address: P.O. Box 2371
Stillwater, OK 74076

E-Mail Address: Candy.Staring@stillwaterok.gov

E-Mail Address: stephen@gose-associates.com

Phone: (405) 742-8203

Phone: (405) 743-4907

Fax: _____

Fax: _____

This is Task Order No. 1 , consisting of
 3 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services, dated _____ ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data
 - A. Title: 10th Avenue On-Street Parking (Project) Improvements.
 - B. Description: New on-street parking along the south side of 10th Avenue, east from Husband Street to the Alley. The limits of construction are presented in Attachment A.
 - C. Number of Construction Contracts. The Project is anticipated to be constructed under 1 (one) construction contract.2. Services of Engineer: Scope of Services of Engineer will be in accordance with Exhibit A to the Agreement with the following exceptions and clarifications:
 - The Scope does not anticipate any modifications to the existing 12-inch water main along the south right-of-way.
 - No geotechnical services are proposed for this project.
 - Up to four (4) potholes are included for subsurface utility investigation.
3. Owner's Responsibilities: Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.
4. Times for Rendering Services:
 - Study and Report Phase to be completed within four (4) weeks from Notice to Proceed.
 - Preliminary Design Phase to be completed within three (3) weeks of approval of Study and Report Phase.
 - Final Design Phase to be completed within two (2) weeks of approval of Preliminary Design Documents.
5. Payments to Engineer:

A. Owner shall pay Engineer for services rendered according to Attachment B to Exhibit L-01 with total compensation for Scope of Services not to exceed \$19,080.50, to be distributed as follows:

- Study and Report Phase: \$6,153.00
- Preliminary Design Phase: \$1,497.50
- Final Design Phase: \$1,795.00
- Bid Phase: \$1,280.00
- Construction Phase Services: \$7,335.00
- Post-Construction Phase: \$1,020.00

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

6. Other Modifications to Agreement: None.

7. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

OWNER(S):

City of Stillwater, Oklahoma

By: _____

Name/Title: Kimberly Meek, City Manager

Date: _____

ENGINEER:

Associated Engineering Consultants, LTD.,
D/B/A Gose & Associates

By: _____

Name/Title: Stephen C. Gose, President

Date: _____

Engineer License or Firm's Certificate No.:
C.A. 1640

State of: Oklahoma

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Candy Staring

Title: Director

Address: PO Box 1449
Stillwater, OK 74076-1449

E-Mail: Candy.Staring@stillwaterok.gov

Phone: (405) 742-8203

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: Stephen C. Gose

Title: President

Address: P.O. Box 2371
Stillwater, OK 74076

E-Mail: Stephen@gose-associates.com

Phone: (405) 743-4907

Approved as to form and legality this _____ day of _____, 20____.

Kimberly Carnley, City Attorney



Attachment A to Exhibit L-01
Task Order 1
Project Limits
04/25/2024

Prepared By: SCG

Attachment B to Exhibit L-01
Exhibit 1 - Standard Hourly Rates and Basis of Fee
April 25, 2024

Hourly Rates are valid thru June 30, 2025. After that date there may be a 3% increase for each 12 month period thereafter.

VISIT STILLWATER

FY24 Semi-Annual Report



AMERICA'S FRIENDLIEST COLLEGE TOWN!

BOARD OF DIRECTORS

July 2023 - December 2023

As Stillwater's destination marketing and management organization, our mission is to enhance Stillwater's economy, image, and quality of life through the promotion, marketing, and development of the region's visitor economy.

Our focus is to build exceptional relationships with meeting and event planners, hospitality industry and economic development partners, media, travel influencers, leisure travelers, and residents.

We represent hotels, restaurants, meeting facilities, event venues, museums, attractions, hospitality professionals, and business partners serving the traveling public. We invest visitor tax dollars to strategically market and promote over 250 local businesses and organizations and over two-thousand events a year.

Guided by our mission, our dedicated staff, a dutiful board of directors, and a constant commitment to our stakeholders and clients, Visit Stillwater looks forward to unwavering and full engagement with the City of Stillwater to continue the impact and growth of the area's powerful tourism industry.

Sincerely,



Blaire Atkinson, Visit Stillwater Board Chair

Visit Stillwater Board of Directors and Staff

Chair - Blaire Atkinson - OSU Foundation

Vice Chair - Ival Gregory - Retired

Treasurer - Chad Weiberg - OSU Athletic Department

At Large - Tommy Shreffler - OnCue Marketing

Directors:

- Melissa Hubbard - Hampton Inn West & Residence Inn
- Dustin MacDonald - Chris' University Spirit
- Michal Shaw - Stillwater Medical Foundation
- Daren Shrum - Oklahoma State University
- Lee Roy Smith - National Wrestling Hall of Fame & Museum
- Cory Williams - Look Properties / Attorney
- Constance Williamson - Meditations Banquet Facility & Zannotti's Wine Bar

Staff:

- Cristy Morrison, President & CEO
- Nicole Horn, Director of Sales
- Sara Carrigan, Visitor Relations & Office Manager

CPA - Mark Gunkel, CPA PC

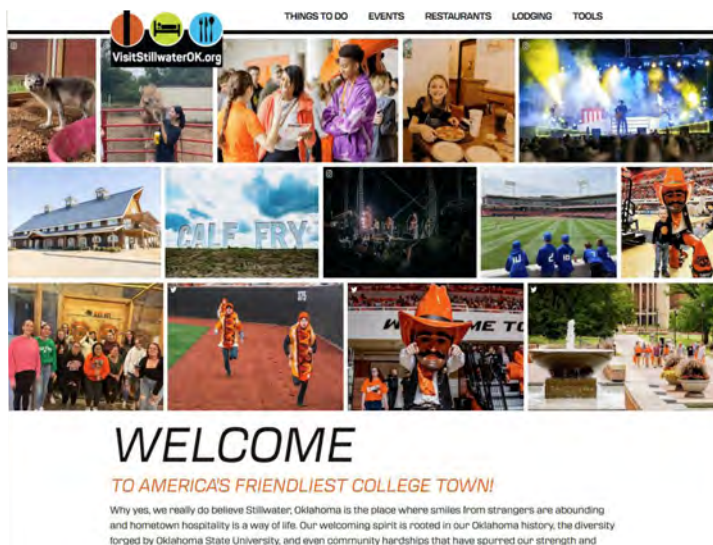
SEMI-ANNUAL HIGHLIGHTS

July 2023 - December 2023

The Visit Stillwater team maximized the impact of an evolving comprehensive business plan where flexibility and local partnerships contributed significantly toward the ability to attract visitors to our community.

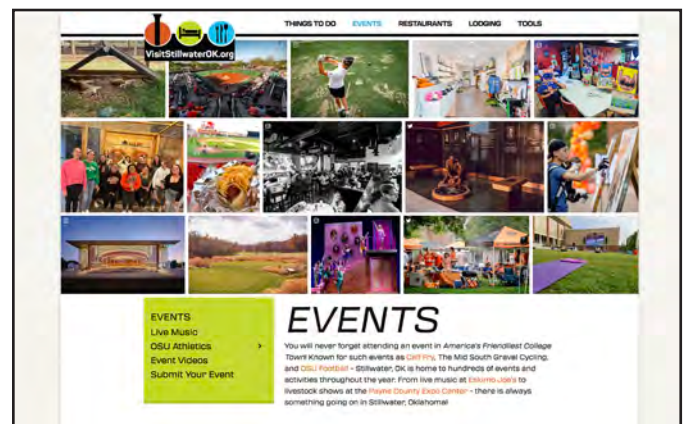
Website - VisitStillwater.org & VisitStillwaterOK.org

We continue to customize and upgrade VisitStillwater.org to best assist our local business partners and increase website users. We feature user-generated images throughout our site by utilizing visual content marketing software. We also include virtual tours, including 360° images, to our business partner's listings to give visitors a more interactive experience.



Calendar of Events

Visit Stillwater coordinates the most extensive local calendar of events to support organizations and businesses and to provide motivation for individuals to decide to visit Stillwater and residents to take advantage of events in their own backyard. The calendar is user-friendly to enable event coordinators to submit their events and graphics. It also enables individuals to search by date, date range, or area of interest - such as live music, athletics, or a specific event.



SEMI-ANNUAL HIGHLIGHTS

July 2023 - December 2023



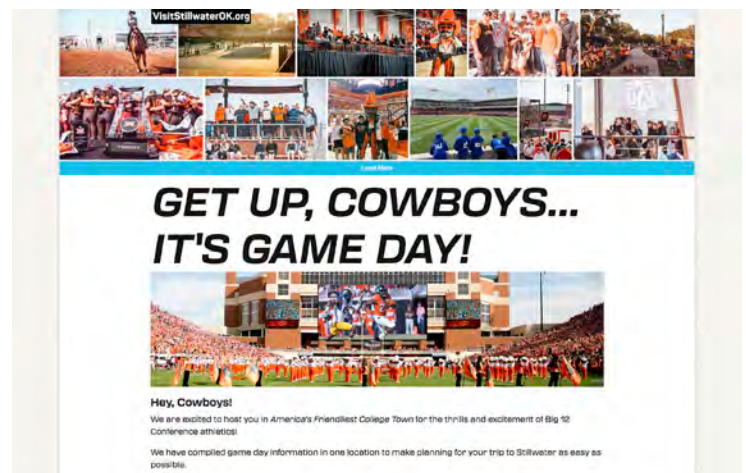
Microsites

In July 2023, a **Krazy Daze** landing page was featured on VisitStillwater.org. It served as a one-stop page to find a list of participating retailers and restaurants, along with their discounts and hours of operation. Our team reached out to local businesses to populate the page.

Visit Stillwater enhanced a new microsite to spotlight the **OSU home game day** experience. It included OSU links to each game, game themes, ticket information, parking, park and ride, RV options, Boone Pickens Stadium policies, tailgating, Orange Glow, Hall of Fame Block Party, The Walk, street closures, postgame traffic, how to avoid parking violations, game day activities around town, and more.

We continued to coordinate a **Holidays 2023** microsite that featured information on holiday events, a holiday light displays map, shop locally for the holidays, Stillwater Holiday Parade of Lights, Merry Main Street, and Where is Santa Claus?

Visit Stillwater coordinated a community-wide holiday promotion – “**Fly Home for the Holidays**” – to enhance exposure for the Stillwater Regional Airport and service on American Airlines while emphasizing the importance of shopping locally. We designed a microsite to outline the 52-day shop local and FlySWO campaign to outline how individuals could enter to win 1 of 3 \$500 American Airlines gift cards. The campaign generated over \$75,000 in local sales. We also provided 5 \$100 American Airlines gift cards for the City’s **SWO Home for the Holidays** event with Santa Claus.

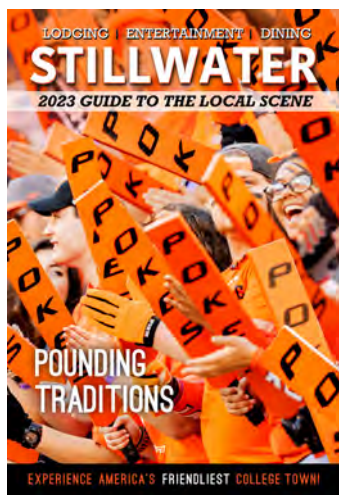


As active members of the **Stillwater Community United Committee**, Visit Stillwater created a microsite to promote the activities surrounding the Dr. Martin Luther King Junior Celebration and March. The page served as a community resource with event itineraries, and MLK march maps, – both throughout the community and on the OSU campus – and the Middle School poster contest. We even added an online voting option for the contest to enable more people to participate.

SEMI-ANNUAL HIGHLIGHTS

July 2023 - December 2023

Stillwater Guide to the Local Scene



2023 Guide to the Local Scene

The *Stillwater Guide to the Local Scene* is designed to provide visitors and residents a quick reference to easily plan activities in Stillwater. It is offered as a traditional print publication with a digital version available at VisitStillwater.org. 100,000 copies of the 44-page annual publication are printed annually. Digital and online marketing efforts consistently increase Guide requests.

The annual publication is distributed through our 24-7 Visitor Information Center, our visitor information stands at the Stillwater Regional Airport, all Oklahoma Welcome Centers, Big 12 Conference visitor centers, Stillwater/Perry/Guthrie/Cushing hotels, media press kits, conference and event attendees, through Certified Folder and the Oklahoma Tourism Department fulfillment program, mailed directly to visitors who request a copy, and are available at more than 200 Stillwater locations.

Certified Folder

Certified Folder Display Service distributes travel brochures, guides, and promotional material in over 20,000 rack locations and digital displays throughout North America.

Thanks to our long-time partnership and the size of our guide we have excellent placement in the top right-hand corner in their stands throughout Oklahoma, southern Kansas, and northeast Arkansas.



Certified Folder - Best Western Plus in Elk City Oklahoma



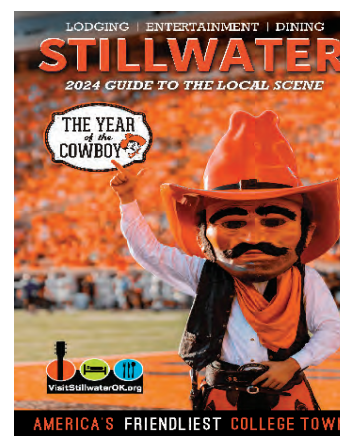
Information Stand Located at City Hall



Information Stands at Stillwater Regional Airport (SWO)



24/7 Visitor Information Center



2024 Guide to the Local Scene

SEMI-ANNUAL HIGHLIGHTS

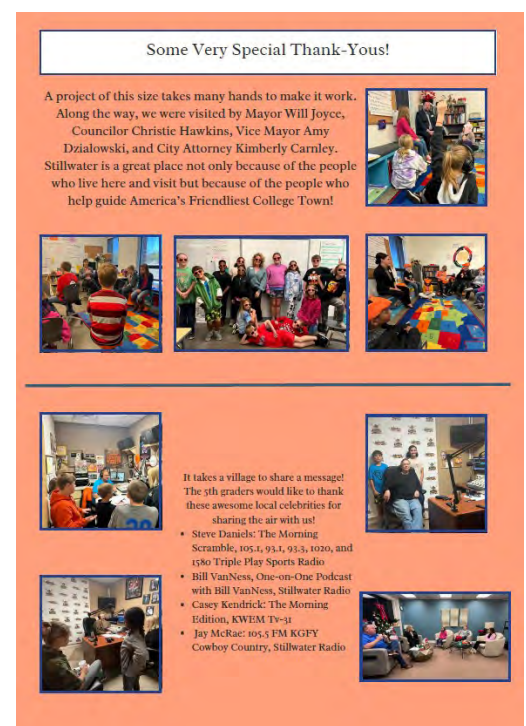
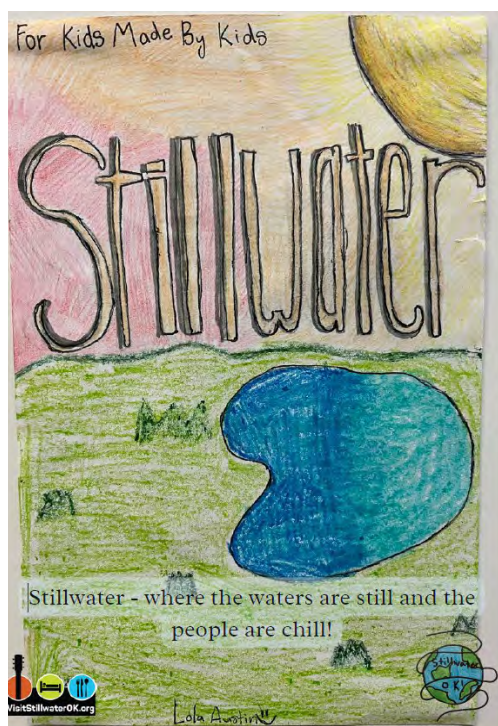
July 2023 - December 2023

Stillwater Visitor Guide for Kids

We were honored to partner with Stillwater Middle School students to produce and financially support the inaugural Stillwater Visitor Guide for Kids for distribution through our 24/7 Visitor Information Center. We printed 1,000 copies of the 20-page full-color guide through Career Tech Printing Services to make it a 100% locally produced publication.

In July, Tracy Pendred, 5th Grade Gifted and Talented teacher, came to us with her concept to produce a visitor guide for kids through her class. We were honored to visit with the class on multiple occasions and include them through every step of the process – overall concept, layout and design, decisions on publication size as it relates to pricing, decisions on featured site locations, content style, photographs, meeting with the printer, proofreading, etc.

As part of the project, we also scheduled each student for a guest appearance on Tv-31's The Morning Edition, The Morning Scramble on Triple Play Sports Radio, or on the One-on-One Podcast or Cowboy Country at Stillwater Radio to outline and promote their publication.



SEMI-ANNUAL HIGHLIGHTS

July 2023 - December 2023

Social Media - @visitstillwater

Visit Stillwater utilizes social media platforms to post daily reminders of the events occurring in our community, the variety of hotel and dining options, and the unique attractions and retail shops available to visitors and locals. We optimize our content through ads and boosted posts, listen to our audience, and connect with them through tagging, commenting, and interacting. Social media is also a very quick avenue in which to update residents and visitors of event postponements and/or cancellations. We exceeded 28,500 Facebook followers in December 2023 and continue to grow interaction across each platform.



Digital Marketing

Our digital marketing efforts were served primarily to markets within an approximate 300-mile radius, including the Dallas-Fort Worth metroplex, for the drive-in market and those who can choose to fly American Airlines directly into the Stillwater Regional Airport (SWO).

Video

Video continues to serve as one of the most popular methods in which to connect with visitors and residents. We produce monthly 60-second videos spotlighting 6 to 8 events, attractions, or businesses. We added closed-captioned messaging to better connect with the majority of viewers who watch videos on their phones while on silent.



SEMI-ANNUAL HIGHLIGHTS

July 2023 - December 2023



Annual Dine, Shop, and Play Rack Card Design

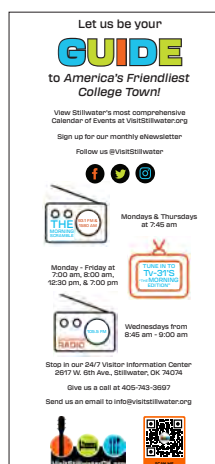
Rack Cards

Upon request by our hotel partners, we continue to produce quarterly rack cards to distribute from their front desks and within their lobbies. They are also available in the 24/7 Visitor Information Center, the airport visitor information stands, OnCue convenience stores, local business partners, as well as all hotels located in Perry, Guthrie, and Cushing.

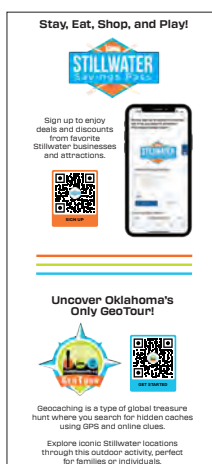
- A **"Dine, Shop, and Play"** card was produced to appeal year-round and spotlight FlySWO, the Stillwater Savings Pass, and the Visit Stillwater GeoTour.
- **Let Us Be Your Guide** card serves as an overview of ways to learn of events, the savings pass, and GeoTour.
- **July-September** featured the OSU football schedule, Park & Ride, and Fall athletics.
- **October-December** spotlighted Holidays 2023 events, Where is Santa?, the Stillwater Savings Pass, and Winter athletics.
- **January-June** card highlighted major Spring 2024 events and local live music venues including the Tumbleweed and the Salty Bronc.



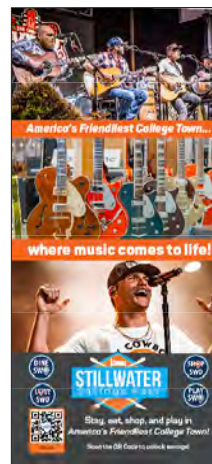
July - September 2023 Rack Card Design



Let us be your Guide



October - December 2023 Rack Card Design



January - June 2024 Rack Card Design

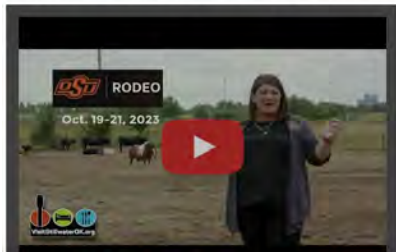


SEMI-ANNUAL HIGHLIGHTS

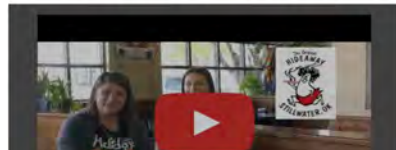
July 2023 - December 2023



October Events in Stillwater, Oklahoma!



November Events in Stillwater, Oklahoma!



eNewsletter

Our monthly eNewsletter is sent on the 1st of each month to over 9,000 subscribers. It features our monthly promo video and includes details about each of the events and businesses contained within it. There is also always a reminder to FlySWO, to enter our Sweepstakes Giveaways, and a calendar of events for the month with a link to each event for details.

September Calendar of Events

- 1-3 Payne County Fair | Payne County Expo Center
- 1 OSU Cross Country Cowboy Preview Meet | OSU Cross Country & Track
- 1 Stillwater Pioneers vs. BYU | Stillwater Pioneer Football Stadium
- 2 Cowboy Football vs. Central Arkansas | Boone Pickens Stadium
- 3 Cowgirl Soccer vs. Central Arkansas | Neal Patterson Stadium
- 8 Cam Allen Live | Tumbleweed Dancehall & Concert Venue
- 9 Fall into the Holidays Craft Show | Payne County Expo Center
- 15-17 Fall Family Weekend | Oklahoma State University
- 19 Scotty McCreery Performance | The McKnight Center for the Performing Arts
- 19 3rd Friday Downtown Art & Wine Walk | Downtown Stillwater
- 16 Cowboy Football vs. South Alabama | Boone Pickens Stadium
- 16 Payne County Flea Market | Payne County Expo Center
- 17 Cowgirl Soccer vs. Abilene Christian | Neal Patterson Stadium
- 19-21 Fall OSU Career Fairs | Gallagher-Iba Arena
- 21 Cowgirl Soccer vs. Kansas | Neal Patterson Stadium
- 23 Chase Matthews Live | Tumbleweed Dancehall & Concert Venue
- 23 Chuck Wagons 4 Heroes | Payne County Expo Center
- 23 OSU Men's and Women's Cross Country Cowboy Jamboree | OSU Cross Country Course
- 23 - Oct 31 8th Annual Pumpkin Patch | Highland Park United Methodist Church
- 24 Cowgirl Soccer vs. Kansas State | Neal Patterson Stadium
- 24 New York Philharmonic Gala Concert | The McKnight Center for the Performing Arts
- 28 Cowgirl Soccer vs. UCF | Neal Patterson Stadium
- 29 Dylan Wheeler Live | Tumbleweed Dancehall & Concert Venue
- 29 Stillwater Pioneers vs. Booker T. Washington | Stillwater Pioneer Football Stadium

Payne County Free Fair Events

- 31-September 2 "Power of the Past" Antique Tractor Parade
- September 1 Lawn and Garden Tractor Pull
- September 2 Cattle Dog Event

Granny's Kitchen



Indulge in a mouth-watering brunch experience at a local renowned eatery. Famed for their scrumptious egg benedict and heavenly cinnamon roll, this spot also boasts a delightful array of lunch options that will leave you craving for more!

Let's Eat!

SITK Postcard

In response to requests from our dining, nightlife, and retail partners, we began producing the Still In the Know postcard to spotlight the events that will attract visitors for the upcoming month and their expected attendance. Almost 400 businesses and individuals receive the monthly publication which enables our hospitality industry partners to staff appropriately on high-volume days.

2617 W 6th Avenue
Stillwater, OK 74074
FlyStillwaterOK.com



November 2023

Still in The Know **SITK**

- 1 The Twelves Movie Night | The Twelves - 121 W. 68th St. | Expected Attendance: Ghosts and Goblins
 - 2 Coffers, Comics, & Columns | Stillwater History Museum | Expected Attendance: History Buffs
 - 3 42nd Annual Fall Festival Arts & Crafts Show | Payne County Expo Center | Expected Attendance: 1,000
 - 3 Stillwater High School Football: Pioneers vs. Muskogee | Pioneer Football Stadium | Expected Attendance: 8,000
 - 3 The Great Divide | Tumbleweed Dancehall & Concert Venue | Expected Attendance: 1,000
 - 3 Postmodern Jukebox "Life in the Past Lane Tour" | The McKnight Center for the Performing Arts | Expected Attendance: 1,000
 - 5 Fall Fest at the Twelves | The Twelves - 121 W. 68th St. | Expected Attendance: 500
 - 10 Classic Cinema: You Can't Take It With You | Community Center | Expected Attendance: 500
 - 10 Central Regional Rabbit Show | Payne County Expo Center | Expected Attendance: 750
 - 11 Rage in the Cage | Payne County Expo Center | Expected Attendance: 1,000
 - 16 Holiday Market: Small Works Modella Art Gallery | Expected Attendance: 250
 - 17, 18, 19 OSU Theatre: Macbeth | Sereno Center for the Performing Arts | Expected Attendance: 1,000
 - 17 OSU Block & Birdie Stillwater Showdown | Payne County Expo Center | Expected Attendance: 1,000
 - 17 Holiday and Friday Downtown Art & Wine Walk | Downtown Stillwater | Expected Attendance: 750
 - 19 downtown Stillwater Holiday Open House | Downtown Stillwater | Expected Attendance: Holiday Shoppers
 - 24 Lights on the Lake | Lake McMurry | Expected Attendance: Elves and Reindeer
 - 25 Wealth Making Workshop | Greenhouse Learning Center | Expected Attendance: 250
 - 30 How the Grinch Stole Christmas | The McKnight Center for the Performing Arts | Expected Attendance: 1,000
- OSU ATHLETICS**
- 1, 6, 12, 20, 25, 30 Cowboy Basketball | Gallagher-Iba Arena | Expected Attendance: 15,611 per game
 - 3 OSU Equestrian vs. Fresno State | Pedigo-Hull Equestrian Center | Expected Attendance: 750 per event
 - 4 Cowboy Football vs. Oklahoma | Boone Pickens Stadium | Expected Attendance: 53,855
 - 6, 8, 26 Cowgirl Basketball | Gallagher-Iba Arena | Expected Attendance: 15,611 per game
 - 10 NCAA Cross Country Midwest Regional Championships | OSU Cross Country Course | Expected Attendance: Fast Runners
 - 10 cowboy Wrestling vs. Bucknell | Gallagher-Iba Arena | Expected Attendance: 13,611
 - 25 Cowboy Football vs. BYU | Boone Pickens Stadium | Expected Attendance: 53,855

For an updated calendar of events go to VisitStillwater.org/events

2617 W 6th Avenue
Stillwater, OK 74074
405-743-3697



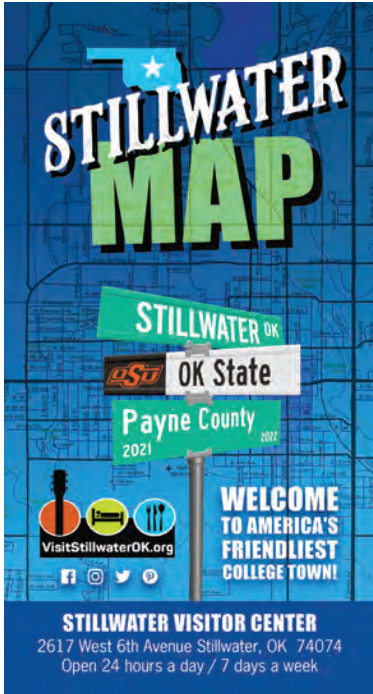
Cowboy Stampede Rodeo: October 19-21
Payne County Expo Center



OSU Homecoming
October 22-28

SEMI- ANNUAL HIGHLIGHTS

July 2023 - December 2023



Stillwater, OSU, and Payne County Map

Stillwater maps continue to be one of the most requested items in the 24/7 Visitor Information Center across all age groups and by both locals and visitors. We listened to suggestions and feedback to produce a map that would align with those utilizing it. It is a manageable size, includes Stillwater with a street index, Payne County, and through a partnership with OSU, their campus map. We worked with a local cartographer and designer to produce our first map. We printed 12,500 copies and anticipate producing a map every two years to keep up with demand and our ever-changing community.

24/7 Visitor Information Center

To our knowledge, Stillwater is home to the only comprehensive visitor information center that is open 24 hours a day, 7 days a week. Therefore, information is readily available to visitors at any time they arrive in our community or require more information while here. The extensive amount of information is also easily

available to residents while family and/or friends are visiting or local businesses and realtors when putting together relocation or recruitment packets.

Stillwater Information Stands & Coffee Station at SWO

Visit Stillwater maintains visitor information stands within the inbound and outbound terminals at the Stillwater Regional Airport. "FlySWO" is a consistent message within virtually all digital and printed marketing materials.

Visit Stillwater partnered with the Stillwater Regional Airport to also provide a complimentary coffee station in the outbound terminal. Our messaging is, "Thanks a Latte for flying SWO," and we look forward to enhanced use of our local American Airlines service.

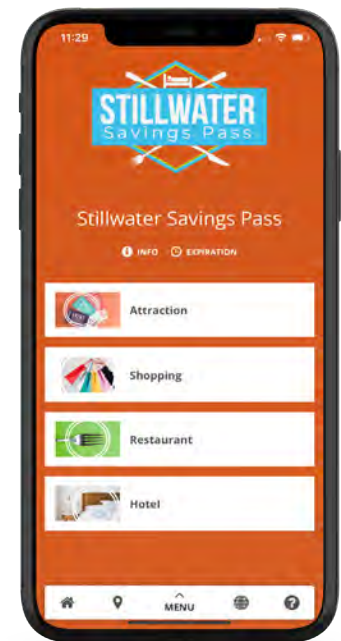


SEMI-ANNUAL HIGHLIGHTS

July 2023 - December 2023

Stillwater Savings Pass

To further encourage residents to shop locally and visitors to make the trip to Stillwater to shop, the Stillwater Savings Pass was launched in November 2020. The Savings Pass combines tickets, purchases, and special offers into a fully branded experience available instantly on mobile phones. By establishing a one-to-one communication channel with each visitor or resident, we can fluidly enhance the on-site experience. Local businesses will see more customers, and visitors and locals will explore and experience the best of our community.



Stillwater GeoTour

Through a partnership with Groundspeak, Inc, we coordinated Oklahoma's only official GeoTour to and visitors in location-based, experiential walking tours, interactive challenges, and treasure hunts.

Geocaching is predominately an outdoor recreation activity that utilizes Global Positioning System (GPS) navigation to hide and seek containers called "geocaches". Outdoor family-friendly activities have continued to increase in popularity. In May 2023, Visit Stillwater launched a new "Walking on the Wild Side" trail of 10 animal-themed geocaches to encourage new and repeat geocachers to explore Stillwater.

SWO Icons

We incorporated the "SWO" icons into our marketing campaign to align with the marketing and promotion of activities conducted by the City of Stillwater and other local organizations throughout the year. One will find the icons throughout the Visit Stillwater webpage – VisitStillwater.org, the *Stillwater Guide to the Local Scene*, social media posts, blogs, *News Press* columns, and rack cards.



SEMI-ANNUAL HIGHLIGHTS

July 2023 - December 2023

Krazy Daze

In the months leading up to July, Visit Stillwater created a landing page to assist local businesses in their efforts to market their sales and promotions at VisitStillwater.org/events/krazy-daze/. Visit Stillwater also coordinated a Ring Registers promotion for residents and visitors who saved their receipts and submitted them online or in-person to win gift cards to the Stillwater business of their choice. There were four drawings for a \$50 gift card for individuals spending over \$100, three drawings for a \$100 gift card for individuals spending over \$250, and two drawings for a \$250 gift card for individuals spending over \$500.



Fly Home for the Holidays

Starting in November, Visit Stillwater kicked off the Fly Home for the Holidays campaign. From November 17, 2023, to January 7, 2024 residents and visitors were encouraged to shop, dine, and stay in Stillwater. Anyone who spent \$50 or more could be entered to win 1 of 3 \$500 American Airlines Gift Cards.

The Visit Stillwater Team recorded a :15 radio commercial that flooded the Team Radio and Stillwater Radio markets. Consistent front-page ads and 2 full page ads ran in the News Press over 7 weeks. We wrote our monthly column on the campaign as well as a Q5. Flyers and tabletop signs were delivered to retailers, restaurants, and hotels to put by their registers, at the front desk, and on windows along with buttons for front desk clerks, those at registers, and others to wear.

Live 22 Foot Christmas Tree

Visit Stillwater was honored to sponsor the live 22-foot Christmas tree that was on display in Downtown Stillwater. It was a great gathering place for holiday photo ops after the Holiday Parade of Lights and throughout the holiday season.

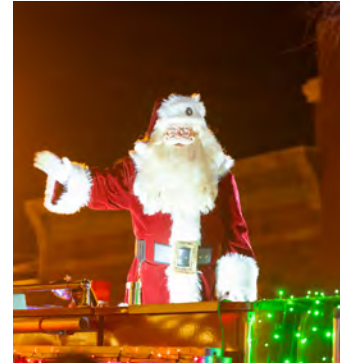


SEMI-ANNUAL HIGHLIGHTS

July 2023 - December 2023

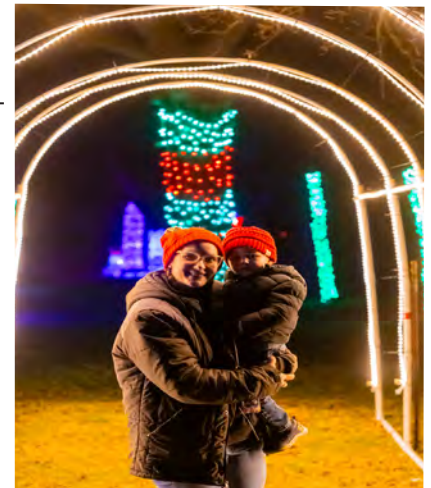
Holiday Parade of Lights

The annual Holiday Parade of Lights was once again emceed by Visit Stillwater President and CEO on Tv-31. Visit Stillwater also partnered with the City of Stillwater and Chamber of Commerce to purchase candy, and coordinated with the Grace Presbyterian Church to assist in handing it out on a city block before the parade.



Lights on the Lake

This year, Lake McMurry's Lights on the Lake was powered by Visit Stillwater. The investment supported the Friday-Sunday, 5-7 pm event that took place December 1-17. The event featured both walk-through and drive-through displays this year with an estimated 1,500 attending the holiday event.



Accreditation

The globally recognized Destination Marketing Accreditation Program (DMAP) serves as a visible industry distinction that defines quality and performance standards in destination marketing and management. To become accredited, a destination organization must demonstrate compliance with more than 100 performance standards.

Accreditation standards are set by an independent panel of industry veterans representing a diverse selection of destination organizations. Standards are regularly revisited and revised to reflect the evolution of best practices in our industry. Visit Stillwater completed the DMAP process and is now recognized as one of the smallest destination organizations to earn the recognition.



VISITOR TAX

July 2023 - December 2023

In 1985, a referendum establishing a 4% hotel room tax (visitor tax) was approved. Then recently, on February 8, 2022, Visit Stillwater was successful in passing a referendum by 70% that changed the ordinance from “hotel room tax” to “visitor tax,” modernized the term “hotel” to “lodging,” and increased the tax from 4% to 7% effective July 1, 2022.

The ballot language now states, “Funds collected shall be set aside and used exclusively for the purpose of encouraging, promoting, and fostering conventions, conferences, and tourism development through the use of long-range strategic destination marketing and management professional services and development and maintenance of visitor development amenities for the city, and shall be allocated as follows”:

- 70% - To Visit Stillwater: “Shall be used for long-range strategic destination marketing and management professional services to enhance Stillwater’s economy, image, and quality of life through the promotion, marketing, and development of the visitor economy.”
- 30% - To the City of Stillwater: “Shall be administered by the Stillwater Economic Development Authority as recommended by the Tourism Advisory Committee (Resolution No. SEDA-2019-2) and used for the development and maintenance of visitor development amenities for the city.”

The professional services agreement between the Stillwater Economic Development Authority (SEDA) and Visit Stillwater specified the sum of \$1,120,000 of the visitor tax would be utilized by Visit Stillwater to carry out the services outlined within the Visit Stillwater business plan and scope of work.



VISITOR TAX

July 2023 - December 2023

Stillwater is currently home to 18 hotel properties with an inventory of 1,404 total rooms. Baymont by Wyndham had an inventory of 140 rooms and closed in July of 2023. The total available listings for short-term rentals ranged from 249 to 323 from July 1, 2023 – December 31, 2023.

Hotel Data:	June 22 June 23 Dec. 23	June 22 June 23 Dec. 23	June 22 June 23 Dec. 23
	Occ %	ADR	RevPAR
Stillwater	45.8% 48.8% 45.0%	\$101.84 \$108.92 \$108.78	\$46.60 \$53.12 \$48.94
Oklahoma	54.4% 54.7% 42.6%	\$88.90 \$92.96 \$86.18	\$48.33 \$50.86 \$36.75

According to STR (subscribed source for hotel data benchmarking, analytics, and marketplace insights), the running 12 months report ending December 2023, reflected Stillwater hotel properties had a 45.0% occupancy rate, \$108.78 ADR (Average Daily Rate), and \$48.94 RevPAR (Revenue Per Available Room). The figures were down from 48.8% occupancy, \$108.92 ADR, and \$53.12 RevPAR for the running 12 months ending June 30, 2023. However, this is reflecting June to December data points. 14 of 18 properties reported their data to STR during the fiscal year.

Through our membership in the Oklahoma Hotel and Lodging Association, we receive the STR report for the state of Oklahoma to provide data points for our state. The Oklahoma data includes all reporting hotel properties including economy, upper midscale, upscale, and luxury class properties, and communities of all sizes, including urban and rural.



VISITOR TAX

July 2022 - December 2023

July 1, 2019, the Oklahoma Tax Commission (OTC) began collecting the Stillwater visitor tax. There is now a difference in timing of the tax revenue receipts by 2 months (See page 17). Total visitor tax collections at mid-year for fiscal year 2024 reflected a 14% increase.

Airbnb and Vrbo Data:

	June 22 June 23 Dec. 23	June 22 June 23 Dec. 23	June 22 June 23 Dec. 23
	Occ %	ADR	RevPAR
Stillwater	55.7% 45.3% 34.9%	\$190.93 \$173.36 \$203.16	\$106.33 \$78.61 \$70.90

Beginning July 1, 2019, visitor tax was also collected from short-term rental properties through Airbnb and individuals with a sales tax permit and remitted directly to the OTC. Additionally, Vrbo started collecting taxes and remitting them to the OTC on January 1, 2023.

According to AirDNA (Vacation/Short-term rental market data), on December 31, 2023, there were 323 total available listings in Stillwater - an increase from 256 on June 30, 2023.

Stillwater's short-term rental properties ended the month of December 2023 reflecting a 34.9% occupancy rate, \$203.16 ADR (Average Daily Rate), and \$70.90 RevPAR (Revenue Per Available Room). However, this is reflecting June to December data points.



Visitor Tax:

	FY '21 Month	FY '21 Year	FY '22 Month	FY '22 Year	FY '23 Month	FY '23 Year	FY '24 Month	FY '24 Year	
July	\$27,429.06	\$27,429.06	\$72,799.35	\$72,799.35	\$76,900.39	\$76,900.39	\$163,782.84	\$163,782.84	OTC - May Collections
Aug.	\$36,058.80	\$63,487.86	\$81,375.36	\$154,174.71	\$98,157.84	\$175,058.23	\$173,599.77	\$337,382.61	OTC - June Collections
Sept.	\$43,482.86	\$106,970.72	\$47,180.19	\$201,354.90	\$123,489.24	\$298,547.47	\$104,269.68	\$441,652.29	OTC - July Collections
Oct.	\$48,410.64	\$155,381.36	\$77,272.71	\$278,627.71	\$121,879.40	\$420,426.87	\$128,528.82	\$570,181.11	OTC - August Collections
Nov.	\$40,604.78	\$195,986.14	\$82,116.82	\$360,744.53	\$187,512.30	\$607,939.17	\$164,678.85	\$734,859.96	OTC - September Collections
Dec.	\$59,928.52	\$255,914.66	\$91,780.61	\$452,525.14	\$198,504.27	\$806,443.44	\$183,887.00	\$918,746.96	OTC - October Collections
Jan.	\$45,691.28	\$301,605.94	\$84,059.67	\$536,584.81	\$165,293.62	\$971,737.06			OTC - November Collections
Feb.	\$30,321.35	\$331,927.29	\$54,009.28	\$590,594.09	\$89,331.65	\$1,061,068.71			OTC - December Collections
March	\$33,127.63	\$365,054.92	\$36,310.43	\$626,904.52	\$85,858.59	\$1,146,927.30			OTC - January Collections
April	\$35,852.72	\$400,907.64	\$52,675.88	\$679,580.40	\$95,679.60	\$1,242,606.90			OTC - February Collections
May	\$67,094.29	\$468,001.93	\$77,592.62	\$757,173.02	\$176,634.56	\$1,419,241.46			OTC - March Collections
June	\$68,724.45	\$536,726.38	\$100,499.57	\$857,672.59	\$147,476.94	\$1,566,718.40			OTC - April Collections
		20% decrease		60% decrease		83% increase		14% increase	
City's Budgeted Amount		\$500,000		\$500,000		\$1,300,000		\$1,300,000	

• 4% Visitor Tax • 4% Visitor Tax • 4% July & August
 • 4% Visitor Tax • 4% Visitor Tax • 7% September - June
 • 7% Visitor Tax

VISIT STILLWATER DELIVERABLES

July 2023 - December 2023

The fiscal year 2024 contract includes a more streamlined scope of services and an expanded report tracking spreadsheet. The updated format will better illustrate the wide variety of destination marketing and management professional services provided by Visit Stillwater in the areas of marketing and communications, meetings and events sales and services, visitor experiences, advocacy, destination and economic development partnerships, industry relations, and administration.

The Visit Stillwater team worked diligently with CRM (customer relationship management), CMS (content management system), and digital marketing experts at Simpleview to document activities managed through the web-based platform. Simpleview is the worldwide leading provider of CRM, CMS, website design, and digital marketing technologies for destination marketing and management organizations. The Simpleview platform also integrates with virtually all of our industry partner services that enhance our efforts throughout the year.

Enhanced capabilities enable us to track efforts that were not documented through Simpleview in previous years. And, while the system was recently further customized to better document daily activities, it is a conservative reflection of all of the calls, requests, and wide variety of assistance provided to both visitors and residents daily.

A. Marketing & Communications	FY 21-22	FY 22-23	FY 23-24	Goal	% of Goal
Increase website traffic by 7.5%	390,412	523,082	273,329	562,313	49%
Increase website pageviews by 10%	623,303	800,296	477,726	880,326	54%
Increase website sessions originating from Dallas DMA by 5%	69,843	107,859	42,127	113,252	37%
Increase referred traffic from social media to website by 7.5 %	28,741	36,889	20,836	39,656	53%
Publish 365 original social media posts	---	430	254	365	70%
Increase social media followers by 7.5%	30,719	34,648	38,368	39,034	98%
Increase social media reactions by 5%	---	72,644	32,666	76,276	43%
Increase Facebook reach by 7.5%	---	3,022,802	1,145,124	3,249,512	35%
Provide 125 sweepstakes giveaways	125	171	38	125	30%
Promote 2,000 locally held events at VisitStillwaterOK.org	1,830	2,006	797	2,000	40%
Load 24 primary local events on the OK Tourism and Recreation Department website	---	85	43	24	179%

VISIT STILLWATER DELIVERABLES

July 2023 - December 2023

A. Marketing & Communications	FY 21-22	FY 22-23	FY 23-24	Goal	% of Goal
Share 125 news releases for industry partners	238	362	52	125	42%
Create 12 videos highlighting Stillwater events, attractions, and businesses	12	12	6	12	50%
Publish 24 blog posts	25	24	12	24	50%
Produce 12 display/print ads in partnership publications (i.e. OK Travel Guide, STATE, POSSE, Green Country Travel Guide, and Ovations)	---	15	8	12	67%
Distribute 100,000 Stillwater Guides to the Local Scene (per calendar year)	2022 Guide 100,000	2023 Guide 100,000	54,933	100,000 per edition	100% per edition
Write 12 News Press columns	---	12	6	12	50%
Distribute 12 "Still in the Know" postcards	---	12	6	12	50%
Email 12 eNewsletters	---	12	6	12	50%
Distribute 10,000 copies of 4 different rack cards (also hand-delivered regionally) (1)	---	44,780	20,546	40,000	51%
Display 72 banner placements outside the 24/7 visitor information center	---	73	48	72	67%

(1) We produced 2 extra rack cards for use throughout the year.



VISIT STILLWATER DELIVERABLES

July 2023 - December 2023

A. Marketing & Communications	FY 21-22	FY 22-23	FY 23-24	Goal	% of Goal
Display 200 event flyers inside the 24/7 visitor information center	---	231	310	200	155%
Manage 112 360° degree virtual tours for online platforms through Threshold 360 (1)	---	112	115	112	103%
Gain rights to 100 additional assets (social media pictures) through Crowdriff (2)	---	181	40	100	40%
Coordinate 235 guests for TV-31's "The Morning Edition"	---	242	113	235	48%
Appear on live local radio 140 mornings to share upcoming event information	---	150	75	140	54%
Record 35 podcasts with media partners to promote events and services	---	51	24	35	69%
Provide the program or serve as a speaker for 12 organizations/classes	---	12	13	12	108%

(1) Threshold 360 provides the leading platform for 360° virtual tour creation and publishing in the hospitality and tourism industry. They enable Visit Stillwater to significantly increase digital engagement and conversion by bringing locations to life online.

(2) CrowdRiff is visual content marketing software for travel and hospitality brands and offers the leading visual storytelling solutions for destination marketers.



VISIT STILLWATER DELIVERABLES

July 2023 - December 2023

B. Meeting & Event Sales	FY 21-22	FY 22-23	FY 23-24	Goal	% of Goal
Number of sales communications with existing client accounts (1)	---	4,860	2,899		
Contact 40 potential new clients for future meetings or events	---	41	28	40	70%
Retain 40 events booked and/or serviced through Visit Stillwater (2)	---	43	24	40	60%
Increase new events booked and/or serviced through Visit Stillwater by 5%	65	70	52	68	76%

(1) Sales communications are defined as phone calls (both office and cell phone), emails, text messages, Messenger messages, meetings, and dropping by the office with new business and confirming repeat business.

(2) **Booked** is defined as confirmation an upcoming meeting will be hosted in Stillwater and a hotel room block and/or meeting space has been booked. **Servicing** new and returning groups includes coordinating hotel room blocks, meeting space, event venue, caterers, and site visits/familiarization tours.

B. Meeting & Event Sales	FY 21-22	FY 22-23	FY 23-24	Goal	% of Goal
Visitor development incentive grants to future or expanding events (reflects grants awarded during FY 2023) (1)					
- Total amount of grants & sponsorships awarded (2)	---	\$40,100	\$42,675		
- Total estimated number of day visitor (3)	---	10,280	24,785		
- Total estimated number of overnight visitors (3)	---	10,950	7,970		
- Total estimated visitor spending (through Event Impact Calculator) (4)	---	\$1,372,479	\$3,389,757		

(1) Visit Stillwater Visitor Development Incentive Grants are designed to assist events in their infancy stages or when growing from a one- to multi-day event. A maximum of \$5,000 is available to a group/event their first year with the potential of up to 2 subsequent grants at decreasing amounts for 2 years.

(2) Added Sponsorships in FY24 to better track our investments in local events.

(3) There were grant and sponsorship investments that are not reflected in the day or overnight visitors, or visitor spending: \$5,000 Christmas Tree, \$1,062 Parade Candy, \$3,500 Lake McMurtry Lights on the Lake, \$5,000 Downtown Stillwater Association, \$425 membership for the Association of Children's Museums.

(4) The Event Impact Calculator is an annual opt-in service investment through Destinations International that measures the economic value of an event and calculates its return on investment to local taxes. The calculator draws on 10 different data sources to provide an industry-wide standard using local tax rates and cost of living estimates.

VISIT STILLWATER DELIVERABLES

July 2023 - December 2023

B. Meeting & Event Sales	FY 21-22	FY 22-23	FY 23-24	Goal	% of Goal
Post event impact of events receiving visitor development incentive grants during FY23:					
- Total amount of grants & sponsorships awarded (1)	---	\$28,380	\$40,845		
- Total estimated number of day visitors (2)	---	7,680	20,350		
- Total estimated number of overnight visitors (2)	---	13,523	5,905		
Total estimated visitor spending (through Event Impact Calculator)	---	\$1,180,764	\$2,591,268		
Host 4 (quarterly) Stillwater Hotel Education Luncheons	---	4	2	4	50%
Email 12 VS and market updates to hotel partners (3)	---	36	14	12	117%
Email 12 VS and market updates to short-term rental partners collecting tax (4)	---	4			

(1) Added sponsorships in FY24 to better track our investments in local events.

(2) There were grant and sponsorship investments that are not reflected in the day or overnight visitors, or visitor spending: \$5,000 Christmas Tree, \$1,062 Parade Candy, \$3,500 Lake McMurtry Lights on the Lake, \$5,000 Downtown Stillwater Association, \$425 membership for the Association of Children's Museums.

(3) Industry information, particularly from the Oklahoma Hotel and Lodging Association, is shared with Stillwater hotel partners as it is made available.

(4) January 1, 2023, Vrbo joined Airbnb remitting sales and visitor tax to the Oklahoma Tax Commission enabling streamlined communications to over 200 local short-term rentals. However, due to new anti-spam laws (i.e. CASL, GDPR, CLPA), we are limited to sending a periodic email to short-term rental partners to encourage and enable them to opt-in to email updates. Therefore, there is predominately one-on-one email conversations and assistance provided.



VISIT STILLWATER DELIVERABLES

July 2023 - December 2023

C. Meeting & Event Client Services (Client and Partner Services)	FY 21-22	FY 22-23	FY 23-24	Goal	% of Goal
Number of services communications with existing client accounts (1)	1,503	6,196	3,043		
Coordinate 24 site inspections or familiarization (FAM) tours for VS and/or clients (2)	12	24	6	24	25%
Estimated value of 0-balance invoices provided for services received (3)	---	\$1,849,526	\$794,067		
Number of groups assisted	---	882	528		
Email 4 (quarterly) meeting/event planner eNewsletters (4)					

(1) Service activities are defined as phone calls (both office and cell phone), emails, text messages, Social media messages, meetings, dropping by the office, and all marketing and communications efforts. Additional data points are now collected to more accurately reflect services provided for both sales (396) and partner (905) accounts.

(2) Many clients interested in hosting an event in Stillwater have never been to our community. We will schedule a site inspection or FAM tour, often including multiple hotels and event venues, back-to-back depending upon their knowledge of Stillwater.

(3) The **value of services** received includes *Stillwater Guides to the Local Scene*, bags for use at registration, registration assistance, event "Welcome", securing local media exposure, and a wide range of marketing assistance.

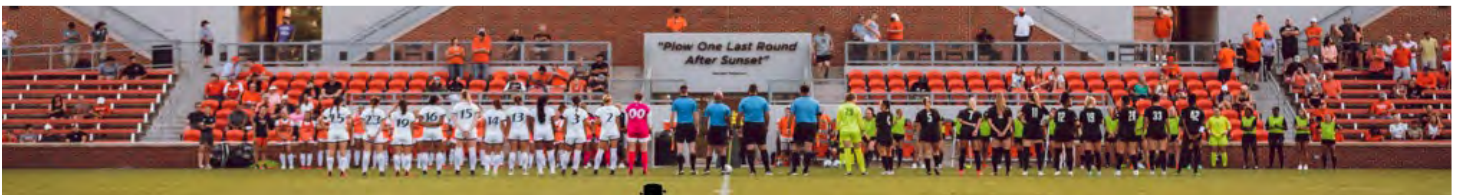
(4) New anti-spam laws (i.e. CASL, GDPR, CLPA) have restricted the legality of this platform.



VISIT STILLWATER DELIVERABLES

July 2023 - December 2023

D. Visitor Experiences	FY 21-22	FY 22-23	FY 23-34	Goal	% of Goal
Number of publications distributed from 24/7 visitor information center	---	3,650	1,420		
Number of publications distributed from 2 visitor information stands at SWO - inbound and outbound terminals	---	1,189	1,127		
Manage and coordinate 50 businesses on the Stillwater Savings Pass	---	51	51	50	102%
- Number of individuals who downloaded the Pass this year	---	1,071	520		
- Total number of individuals with the Pass (since September 2020)	---	2,281	2,801		
- Number of redemptions this year	---	247	46		
- Total number of redemptions (since September 2020)	---	554	600		
Increase the number of individuals to earn a Stillwater GeoCoin by 50	50	51	14	50	28%
- Number of states/countries represented this year	10	12	6		
- Estimated local spending this year	\$12,420	\$3,669	\$719		
- Total number of individuals completing the tour (since Aug. 2021)	50	101	115		
- Total number of states/countries represented (since Aug. 2021)	10	17	18		
- Total estimated local spending (since Aug. 2021)	\$12,420	\$16,089	\$16,808		



VISIT STILLWATER DELIVERABLES

July 2023 - December 2023

E. Advocacy - Destination and Economic Development Partnerships & Industry Relations

Invest in DestinationNEXT diagnostic tool to strategize for the future

Provide data and input to the City Tourism Advisory Committee

Assist local economic development partners with business recruitment, site selection, expansion, and relocation

Provide research, trends, impact analysis, visitor spending estimates, and other data to local partners to utilize within their specialized fields

Keep 24/7 visitor information stocked as primary location for relocation and recruitment packet information

Visit Stillwater conducts research, collects data, distributes relocation and recruitment information, and provides support as one of Stillwater's primary economic development organizations.



VISIT STILLWATER DELIVERABLES

July 2023 - December 2023

E. Advocacy - Destination and Economic Development Partnerships & Industry Relations	
Attend weekly Stillwater Communications Team meetings	Attend City of Stillwater Marketing Team meetings
Attend weekly Stillwater News Press Editorial Board meetings (No longer meets)	Attend Stillwater Regional Airport Executive Marketing Team meetings
Attend weekly Stillwater Frontier Rotary Meetings	Attend City of Stillwater T.I.M.E. Action Committee meetings
Coordinate and host monthly Market Stillwater meetings	Attend Vibrant Stillwater meetings upon request
Attend monthly Downtown Stillwater Association meetings	Attend/Host Merry Main Street/Holidays planning committee meetings
Attend monthly Downtown Stillwater Cultural District meetings	Attend Special Olympics Oklahoma Summer Games Committee meetings
Work closely with Modella Art Gallery, OSU Museum of Art, Prairie Arts Center, Community Center, History Museum, and Public Library	Attend Bob Childers' Gypsy Café / Red Dirt Relief Fund meetings
Attend monthly Stillwater Community United meetings	Attend 3rd Friday Downtown Art Walk planning committee meetings
Attend quarterly Oklahoma Travel Industry Association Board meetings	

Visit Stillwater team members attend a multitude of various types of industry and community meetings and events to provide the most effective assistance possible. Additional committees and events will also be attended as the year progresses.



VISIT STILLWATER DELIVERABLES

July 2023 - December 2023

E. Advocacy - Destination and Economic Development Partnerships & Industry Relations

Work closely with the staff of American Airline/Envoy at SWO

Work closely with the staff and board of the Payne County Expo Center

Work closely with Lake McMurry Friends

Work closely with Stillwater Community Center Friends

Work closely with the Stillwater Arts & Humanities Council

Work closely with the Stillwater Area Sports Association

Work closely with various departments of the City of Stillwater

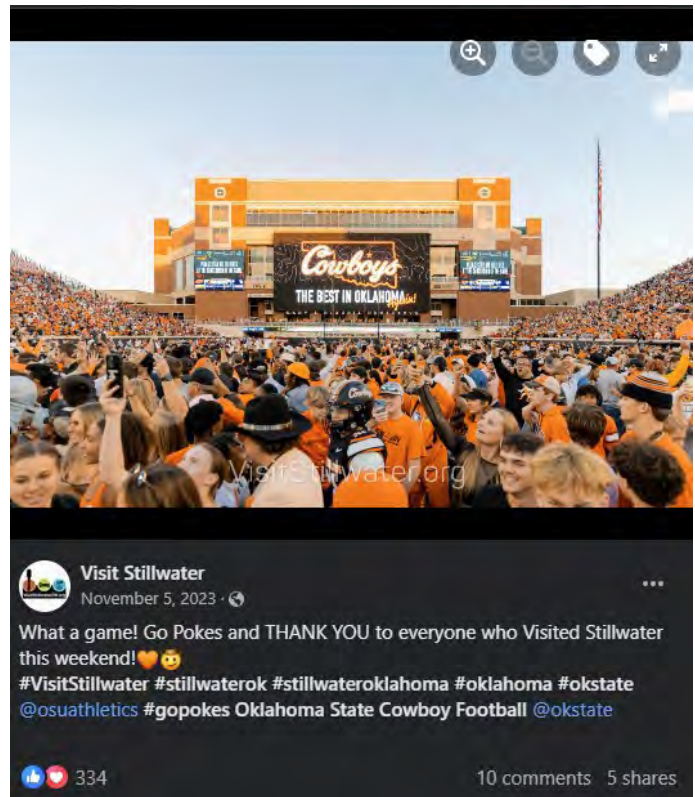
Work closely with the Stillwater Public Library

Work closely with the Stillwater Chamber of Commerce

Work closely with Oklahoma State University

Work closely with the Oklahoma State University Alumni Association

Work closely with the Oklahoma State University Foundation



Partnerships with local businesses and organizations enhance an open line of communication enabling the Visit Stillwater team to serve as a one-stop-shop for visitors, event planners, and also residents, and local business owners.



VISIT STILLWATER DELIVERABLES

July 2023 - December 2023

F. Administration

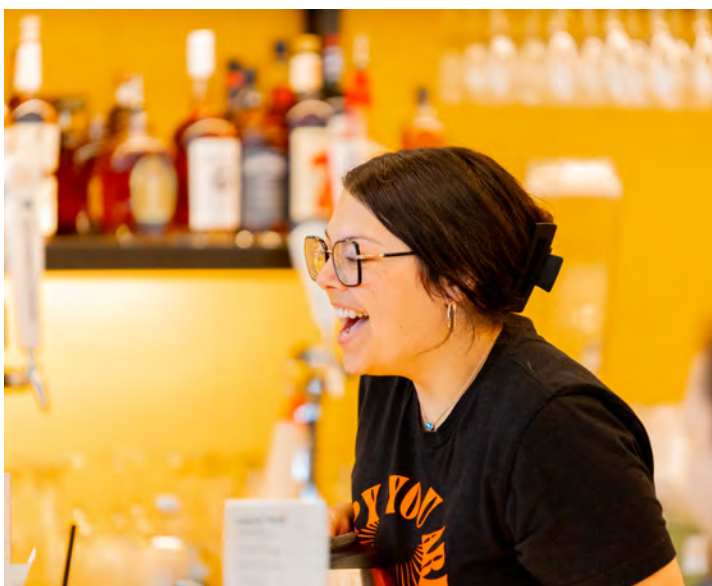
Schedule a strategic planning retreat every 3-5 years

Compile research and data for semi-annual and annual reports to the City/SEDA

Maintain Destinations Marketing Accreditation Program designation

Apply for annual Red Bud Awards through Oklahoma Travel Industry Association

Visit Stillwater board of directors and staff allocate resources to accomplish desired goals and objectives efficiently and effectively throughout the year and to ensure our DMO embraces innovative marketing and sales techniques while operating within industry best practices.



Agenda Item:	5.b. SEDA-24-06
Previous/Related Action:	
Background/Issue:	• The Stillwater (Re) Investment Plan (A Stillwater Downtown/Campus Link Project Plan) is Stillwater's Tax Increment Financing District #3 (TIF3). • The TIF3 project plan provides for the creation of an Implementation Policy Committee (IPC) charged with reviewing applications for assistance provided for in the TIF3 project plan. • The committee met on April 15, 2024 to review the application submitted by MacKap, LLC DBA Chris' University Spirit under the Small Business Enhancement financing category of the TIF3 project. • MacKap, LLC DBA Chris' University Spirit is requesting \$13,070.64 in reimbursement for one half of the expenses for exterior improvements at 244 S. Knoblock.
Proposal/Solution:	• The committee reviewed the MacKap, LLC DBA Chris' University Spirit application and found that it met the criteria outlined in the implementation policy guide for assistance. • The committee voted 6-0 to recommend this proposal to the SEDA trustees for further consideration.
Financial Source/Impact:	Funding is available for TIF #3 Small Business Enhancement assistance in the Downtown/Campus Link Project Fund.
Related Strategic Priority:	#2 MOTIVATED MANAGEMENT #1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to approve the application from MacKap, LLC DBA Chris' University Spirit for Small Business Enhancement Assistance in the amount of \$13,070.64 for improvements to include new LED backlit front sign, new paint to building front, and update awning lights to LED at 244 S. Knoblock Street.
Prepared By:	Brady Moore, Deputy City Manager
Reviewed By:	

Submitted By:

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Attachments

1. Chris University Spirit - TIF3 SBE Application

CITY OF STILLWATER
TAX INCREMENT FINANCING DISTRICT #3
APPLICATION FOR SMALL BUSINESS ENHANCEMENT ASSISTANCE

Submit application to the City of Stillwater City Clerk at 723 S. Lewis Street, Stillwater, Oklahoma.

Project Name Chris' University Spirit Front Update

Applicant Chris' University Spirit (Mackap, LLC)

Project Address 244 S. Knoblock St.

Telephone 405-377-0555 Email dustin@cuspirit.com

Small Business Enhancement

Exterior building improvements

Assistance not to exceed 50% of the actual expenditure, up to \$15,000

Assistance is on a reimbursement basis upon completion of the project

Work to begin after

Total Project Cost ~~\$25,341.75~~ \$26,141.28

Total Amount of Assistance Requested ~~\$2,655.88~~ \$13,070.64

Targeted start date Summer 2024 Targeted completion date End of Summer

Current owner of subject property Chris Norris

Planned Improvement Description Update Front Sign to LED backlit, Paint Front Side, update Awning lights to LED

Will the project require permits from the City of Stillwater or any State Agency? Describe and attach permits. Not to my knowledge, but will check before project begins.

Are the proposed improvement visible to the general public from streets and sidewalks?
Yes

Yes, will enhance corner and draw better traffic to area

Design	\$ _____	Sign	\$ 18,563.75
Third Party Labor	\$ _____	PAINT	\$ 4,850.00
Materials/Equipment	\$ _____	Electrical	\$ 1265.00
Sales Tax	\$ _____	Electrad	\$ 648.00
Other	\$ _____	Est. Tax	\$ 814.53
Total Project Cost	\$ 25,311.75		<u>\$ 26,141.28</u>

1. Map showing the exact boundaries of the proposed development
2. Development design drawings
3. Construction estimates

1. Receipts for materials, third party labor and design
2. Before and after digital photos of the project
3. Certificate of Occupancy or completion, if applicable

OPEN RECORDS ACT AND CONFIDENTIALITY REQUIREMENTS

All information, documentation, data, and materials submitted to Stillwater Economic Development Authority (SEDA) pursuant to this Application for Assistance are potentially subject to the mandates of the Oklahoma Open Records Act (Act), 51 Okla. Stat. §§ 24A.1. *et seq.* to ensure and facilitate the public's right of access to and review of government records. Except where specific state or federal statutes create an exception or confidential privilege, persons or entities who submit information to public bodies have no right to keep this information from public access, nor is there any reasonable expectation that this information will be kept from public access.

If you believe that any information you will or may submit to SEDA pursuant to this Application for Assistance is or should be kept confidential under a specific state or federal statute, and therefore, not subject to public disclosure, you must comply with the following:

- a. Place said documents/records in a separate envelope marked "Confidential". DO NOT label your entire response to the Application for Assistance as "Confidential" – label only those portions of the response that you feel are made confidential by state or federal law. If only a portion of a document is confidential, please identify specifically the portions of the document you are claiming are confidential.
- b. For each document for which you are claiming a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets) and the Uniform Trade Secrets Act, 78 O.S. §§ 85, *et seq.*

Please note that SEDA acknowledges that "personal financial information, credit reports or other financial data obtained by a public body for the purpose of evaluating credit worthiness, obtaining a license, permit, or the purpose of becoming qualified to contract with a public body" is not subject to disclosure under the Act. Financial information requested by this Application for Assistance for evaluating the creditworthiness of the applicant or the purpose of allowing SEDA to determine if the applicant is qualified to contract with SEDA should be submitted in a separate envelope and marked as confidential financial information.

If the applicant fails to identify any records submitted as "Confidential" by placing them in the "Confidential" envelope AND if the Applicant fails to identify the specific state or federal law creating such privilege, SEDA will assume that said records are not confidential and are subject to public access.

Should an Open Records request be presented to SEDA requesting information identified as "Confidential", the applicant will be informed and is responsible for defending its position in District Court if necessary.

CERTIFICATION

I, Dustin A. MacDonald, as the Applicant and or authorized representative (circle one) seeking TIF Assistance, certify that all statements, documentation, and information provided in and attached are true and correct to the best of my knowledge and that unless identified as "CONFIDENTIAL", statements, documentation and information provided herein is subject to the Oklahoma Open Records Act. Dated this 29th day of March, 2024.

Dustin MacDonald
Printed Name of Applicant and or Authorized Representative

[Signature]
Signature



The foregoing instrument was acknowledged before me, a Notary Public in and for Payne County and Oklahoma, on this 29th day of March, 2024.

Signature of notarial officer Cherie Ann Rutherford My commission expires: 10-24-2026

IMPROVEMENT TYPE

No items to display

UNITS/SQ FT

EST YEAR BUILT

YARD ITEMS

DESCRIPTION

No items to display

TOTAL UNITS

YEAR BUILT

LENGTH

WIDTH

HEIGHT

LAND

UNITS

5700 00000

USE CODE

Square Ft

WIDTH

76

DEPTH

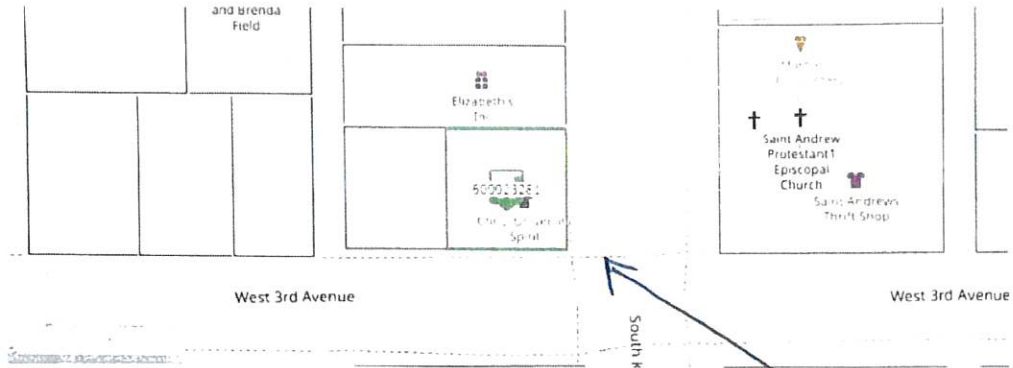
75

DESCRIPTION

Comm/Knoblock-3rd to Elm to Duck

USE VALUE

\$284,950

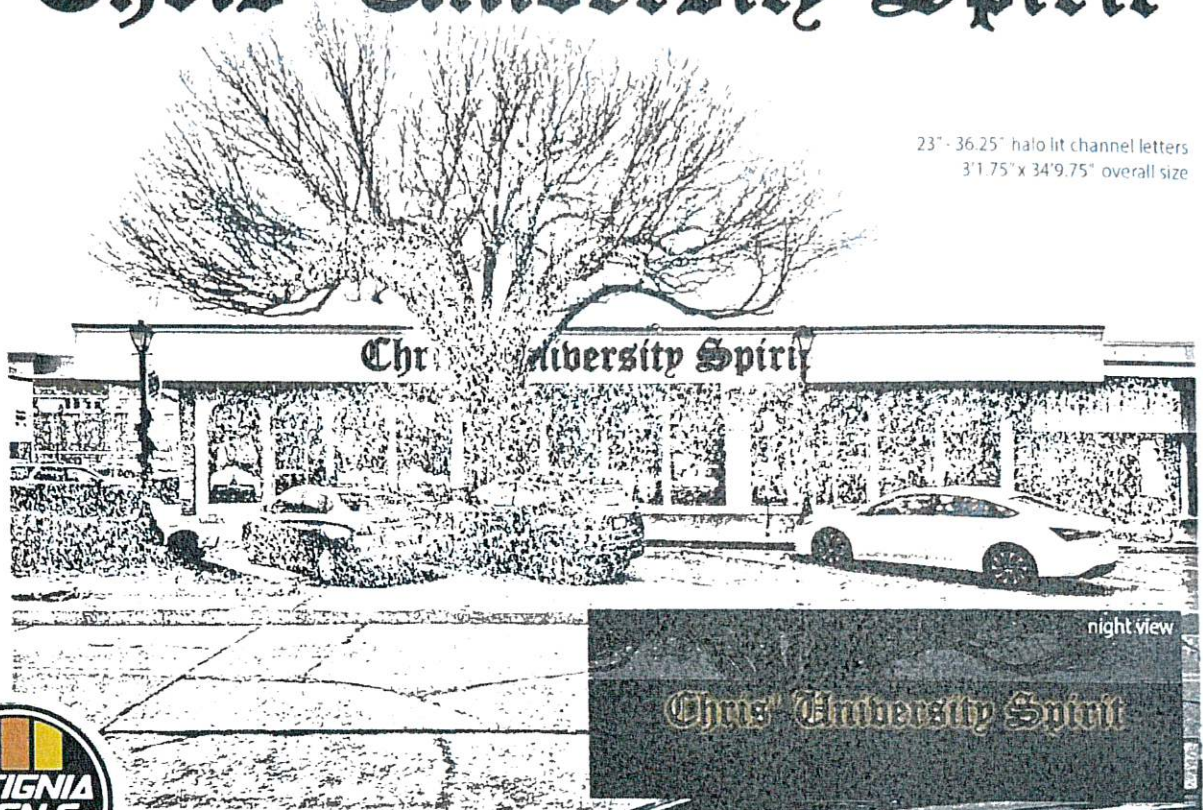


Corner
3rd & Knoblock

600023281 08/08/2022

Chris' University Spirit

23" - 36.25" halo lit channel letters
3'1.75" x 34'9.75" overall size



night view

Chris' University Spirit



CLIENT Chris' University Spirit

APPROVAL

SALES PERSON

CHRISTEL

DESIGN DATE

1/5/24

ARTIST

JAMES



Insignia Signs, Inc.
Signs • Neon • Design

Mailing Address
PO Box 6323, Moore, OK 73153
Physical Address
809 SE 83rd St. OKC, OK 73149
405-631-5522 405-631-5527 fax

Signage Proposal

TO: Dustin
405-612-8681
dustin@cuspirit.com

Client Chris' University Spirit
244 S Knoblock
Stillwater, OK

Internally illuminated Halo Lit Channel letters
& 4x8 Dibond Sign

Date
01-16-2024

Salesperson
Christel Van Tuyle
405-740-3788 cell

Specifications & Description

Manufacture and installation of the following signage:

Front Wall Sign: (\$14,868.75/halo lit letters + \$2885.00 installation)

One set of approx. 23" - 36.25"H Halo Lit Channel letters to read: Chris' University Spirit
Halo Lit Channel letters to be fabricated from CNC routed all Aluminum construction. Clear acrylic backing will be installed into each letter to install LEDs onto and help deter birds and wasp nests, etc. Internal illumination to be completed with Orange Principal LED Illumination. Letters to be primed and painted white insides and black outsides with a 2 part acrylic Urethane metal sign paint. Letters to be individually-mounted onto customer's building fascia with all secondary wiring to be housed behind fascia. Insignia will seal penetrations but we always suggest your roofer seals after we are complete. (NOTE: Existing letters to be removed by others, prior to installation)

Dibond Sign: (\$630/panel + \$180/install)

One, approx. 4'x8' dibond sign panel with 3M full color printed graphics in customer-approved artwork. Panel will then be installed onto customer's corrugated building fascia.

Warranty: 3 years on LEDs, 2 years on power supplies and 6 years on workmanship, excluding van.

New letters will be hooked up to existing electrical, assuming it's located within 6' of sign installation location behind fascia and completed per code. Sign circuit must be hooked up to a timer or photocell.

NOTE: Discount was given due to current customer referral.

WE PROPOSE hereby to furnish-complete in accordance with the above specifications, for the sum of:

Eighteen thousand five hundred sixty-three dollars and 75/100-----(\$18,563.75)

Payments to be made as follows: DOWN PAYMENT UPON ACCEPTANCE (\$9,689.14)

Plus sales tax on materials
of \$814.53

BALANCE DUE UPON RECEIPT

PRICE QUOTATION IS GOOD FOR 20 DAYS.

Price is subject to current sales tax, unless tax exempt certificate is presented with order. We reserve the right to delay performance until down payment is received. All changes must be in writing and are subject to possible additional charges. Primary electrical service wiring, disconnect switches, timers, and connection to the sign by others at customer's expense. All signs fabricated by Insignia Signs, Inc., remain the property of Insignia Signs, Inc., until paid in full.

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and hereby acceptance. You are authorized to do the work above as specified. Payments will be made as outlined above.

Signature _____ Date _____

Signature _____ Date _____
authorized representative of Insignia Signs, Inc.

Paint Estimate Tony

Dustin MacDonald <dustin@cuspirit.com>

Sat 9/10/2023 10:00 AM

To: Dustin MacDonald <dustin@cuspirit.com>



Painter Tony



Wed, Aug 2 at 11:55 AM

Amigo estimate for repaint
all your estore out side
include protection around
the windows

Materials and labor
\$4,850.00

Thank you sir. Once I hear

back from City I will let you
know Amigo

Fri, Sep 1, 2023 11:00 PM

Dustin MacDonald
Chris University Spirit
244 S Knoblock
Stillwater, OK 74074
(o) 405-377-0555
(c) 405-612-8681

Proposal

Page No. of Pages

BRECIN ELECTRIC LLC
 1013 SOUTH WALNUT
 STILLWATER, OKLAHOMA 74074
(405) 624-0055 FAX (405) 707-8063 brecinelectric@yahoo.com

PROPOSAL SUBMITTED TO Chris' University Spirit		PHONE 1-405-377-0555	FAX	DATE 9/30/2023
STREET 244 S. Knoblock		JOB NAME		
CITY, STATE AND ZIP CODE Stillwater, OK. 74074		JOB LOCATION		
ARCHITECT	DATE OF PLANS	ATTENTION:		JOB PHONE

We hereby submit specifications and estimates for:

1. Replace (15) existing recess incadescent trims in building exterior soffit with new LED trims

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:	\$648.00
Six Hundred Fourty-eight ----- Dollars	

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.	Authorized Signature _____ Note: This proposal may be Withdrawn by us if not accepted within _____ days.
Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Date of Acceptance: _____	Signature _____ Signature _____

Proposal

Page No. of Pages

BRECIN ELECTRIC LLC
1013 SOUTH WALNUT
STILLWATER, OKLAHOMA 74074
(405) 624-0055 FAX (405) 707-8063 brecinelectric@yahoo.com

PROPOSAL SUBMITTED TO Chris University Spirit		PHONE 1-405-377-0005	FAX	DATE 3/07/2024
STREET 244 South knoblock		JOB NAME Front LED signage		
CITY, STATE AND ZIP CODE Stillwater, OK. 74074		JOB LOCATION		
ARCHITECT	DATE OF PLANS	ATTENTION:		JOB PHONE

We hereby submit specifications and estimates for:

1. Demo old overhead double floodlights, conduit, wiring
2. Install new conduit, wiring, junction box for new LED signage whips - Tie wiring into existing time clock circuit. install treated supports for rooftop conduit

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

\$1,265.00

One Thousand two Hundred Sixty-Five----- Dollars

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be Withdrawn by us if not accepted within _____ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

Planning Review – Chris University Spirit – 244 S. Knoblock St. – Small Business Enhancement

1. Is the proposed development within the TIF #3 project area? **__Yes**
2. Does the proposed development follow City of Stillwater
 - a. Design and density standards **__Exterior Design meets Wayfinding Program recommendations. Density is not applicable.**
 - b. Comprehensive plan **__Meets “Benefits of Redevelopment” Section 8-3 of the C³ Plan.**
 - c. Downtown plan **__ This address is not downtown, however the proposed design meets Façade Improvements & Design Guidelines for Downtown Buildings.**
 - d. Special area plans **__N/A**
 - e. Zoning requirements **__ Zoned T6 – Form Based Code – Transect 6, which is appropriate for this project.**
3. Are the hard construction costs reasonable? **__The cost estimates provided with the application appear to be reasonable; however, without remodel/construction plans submitted for review, these costs cannot be confirmed by the City.**
4. Permits required? **__ Yes, any building/structural work, trades work, signage, ADA, sidewalk work requires permits. Contact Community Development for submittal of plans for permit approval.**
5. Fees required **__Yes, permits have associated fees required; contact Community Development for a breakdown of fees for the intended work.**

RETURN TO CITY CLERK