



Together, Investing in Municipal Excellence

STILLWATER UTILITIES AUTHORITY MEETING AGENDA

JULY 15, 2024

723 S. Lewis Street, Room 1122B

Stillwater, OK 74074

5:30 PM

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

1. Call Meeting to Order

2. Consent Docket

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

a.	Approve July 1, 2024 regular meeting minutes		
b.	Approve carry forward of budget appropriations from FY24 to FY25	SUA-24-39	Christy Cluck
c.	Award Bid #26-2024 to MK Excavation, LLC for sewer improvements for the unit price contract amount of \$532,541.00; authorize construction expenditures of \$612,422.00 including 15% contingency; authorize the General Manager to sign related documents; and approve the budget amendment appropriating funds.	SUA-24-40	Chris Humes
d.	Award Bid #23-2024 to Hodges Farms and Dredging, LLC a unit price contract for the WTP Lagoon Dredging Project (Round 2) for the Base	SUA-24-41	Chris Humes

	Bid with Bid Alternate No. 3 for a total bid amount of \$1,182,137.50; authorize construction expenditures of \$1,332,137.50, including \$150,000.00 for contingency; authorize the General Manager to sign related documents; and approve the budget amendment appropriating funds.		
e.	Award Bid #37-2024 Supply and Delivery Polymer for Water Treatment to Brenntag Southwest, Inc. at \$0.72/Pound, and authorize General Manager to sign related documents.	SUA-24-42	James Driskel
f.	Award Bid #31-2024 Furnish and Install Electromagnetic Flow Meter Systems to bnb Industries, Inc. for a single meter and installation at \$43,770 plus 10% contingency for a total not to exceed \$48,147; approve associated budget amendment and authorize the General Manager to sign related documents.	SUA-24-43	James Driskel

3. Public Comment on Items not Scheduled for Public Hearings

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

4. Items Removed from the Consent Docket

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

5. Questions and Inquiries

6. Reports from Officers and Boards

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

7. Adjourn

On July 12, 2024 at 9:00 a.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

The City of Stillwater encourages participation from all citizens. If participation at any public meeting is not possible due to a disability, please notify the City Manager's office at least 48 hours prior to the meeting by calling 405.742.8243.

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

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW THE AGENDA
WAS POSTED JUNE 27, 2024 AT 5:00 P.M. AT THE MUNICIPAL BUILDING,
723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER UTILITIES AUTHORITY
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
JULY 1, 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 5:49 p.m.

2. CONSENT DOCKET

- a. Approve June 17, 2024 regular meeting minutes
- b. Approve the budget amendment and authorize expenditures from the rate stabilization fund for LED light fixtures.
- c. Approve budget amendment for the intersection of SH51/I-35 LED light fixtures.
- d. Approve budget amendment for FY25 expenditure to Wartsila for parts or services for maintenance requirements for the engine/generators at SEC

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

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

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

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

4. ITEMS REMOVED FROM CONSENT DOCKET

None.

5. QUESTIONS & INQUIRIES

None.

6. REPORTS FROM OFFICERS & BOARDS

- a. Miscellaneous items from the General Counsel: No report.
- b. Miscellaneous items from the General Manager: No report.
- c. Miscellaneous items from Trustees: No report.

- i) Discussion about scheduling items for upcoming meetings

7. ADJOURN

MOTION BY VICE CHAIR DZIALOWSKI, SECOND BY TRUSTEE HAWKINS TO ADJOURN THE JULY 1, 2024 REGULAR MEETING OF THE STILLWATER UTILITIES AUTHORITY.

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

The July 1, 2024 regular meeting of the Stillwater Utilities Authority adjourned at 5:49 p.m.

**WILLIAM H. JOYCE, CHAIR
STILLWATER UTILITIES AUTHORITY**

**TERESA KADAVY, SECRETARY
STILLWATER UTILITIES AUTHORITY**

REPORT TO: STILLWATER UTILITIES AUTHORITY**MEETING DATE: JULY 15, 2024**

Agenda Item:	2.b. SUA-24-39
Previous/Related Action:	
Background/Issue:	• Municipalities in Oklahoma are required to adopt an annual budget. • When City Council/SUA Trustees/SEDA Trustees adopt the expenditure budgets, those funds become appropriated, which means they are reserved in the fiscal year for the purpose they were intended. • At the end of a fiscal year, there may be projects, materials, or services that have been appropriated for but are incomplete or not yet received. If no action is taken to re-appropriate those funds in the new budget year, the funding will lapse. City staff refers to the re-appropriation as a carry forward. • Finance staff works with City departments to identify incomplete projects and materials or services not yet received for which the funds should be carried forward in order to complete the procurement process. • The list of carry forward requests is attached for consideration by the Council/Trustees.
Proposal/Solution:	
Financial Source/Impact:	There is no cash balance impact when approving carry forward requests since the funds have been previously reserved for the purpose they were intended.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to approve the carry forward of budget appropriations from FY24 to FY25 as presented.
Prepared By:	Christy Cluck, Assistant City Manager/Finance Director
Reviewed By:	Christy Cluck
Submitted By:	Kimberly Meek, General Manager

Attachments

1. SUA Carry Forward - Expenditure
2. SUA Carry Forward - Revenue

SUA Carry Forward Request - Expenditures

Updated: 7/1/2024

Approved by: SUA TrusteesDate: 7/15/2024

Project #	PO #	Description	Account No.	FY24 Budget	FY24 Actual Expense	FY24 Encumbrance	FY24 Balance	FY25 Re-Appropriation
Electric								
24EL02900	P0021267,P00:	SEU Backup Operation Center	9009063-54008	\$ 6,759.00	\$ 5,357.69	\$ 1,335.03	\$ 1,401.31	\$ 1,402.00
24EL03900	P0020176	Simmons EL Service Relocation	9009063-54009	\$ 367,040.00	\$ 71,243.14	\$ 20,210.00	\$ 295,796.86	\$ 295,797.00
24EL01900		System Extension	9009063-54009	\$ 967,040.00	\$ 272,313.22	\$ 20,210.00	\$ 694,726.78	\$ 470,000.00
	P0012113	Vedder, Lisa M, Consulting Support for renewable energy	9009010-53069	\$ 4,950.00	\$ 4,250.00	\$ 700.00	\$ 700.00	\$ 700.00
	P0013247	Vedder, Lisa M, Rate Design - Crypto Mining	9009010-53069	\$ 15,000.00	\$ 12,625.00	\$ 2,375.00	\$ 2,375.00	\$ 2,375.00
	P0020996	Vedder, Lisa - DG NEM	9009010-53069	\$ 15,000.00	\$ 13,375.00	\$ 1,625.00	\$ 1,625.00	\$ 1,625.00
	P0021116	Vedder, Lisa - Mega Load	9009010-53069	\$ 22,575.00	\$ 18,965.65	\$ 3,609.35	\$ 3,609.35	\$ 3,610.00
	P0004181	Keystone Engineering surveying for CLO	9009015-53069	\$ 10,000.00	\$ 1,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00
	P0017900	JP Morgan - Tools Pending order	9009015-52045	\$ 2,000.00	\$ 643.73	\$ 1,356.27	\$ 1,356.27	\$ 1,357.00
	P0018053	JP Morgan - Engineering plotting/preparing services (ord	9009015-52024	\$ 2,500.00	\$ 6.96	\$ 2,493.04	\$ 2,493.04	\$ 2,494.00
	P0021879	Dell Marketing - Laptop on order	9009015-52077	\$ 2,200.00	\$ -	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00
	P0021943	Bancroft - Survey for installing street light	9009015-53069	\$ 600.00	\$ -	\$ 600.00	\$ 600.00	\$ 600.00
	P0022054	JP Morgan - Tech Equipment	9009015-52077	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ 500.00
	P0022182	JP Morgan - White Board, install & remove/repair wall	9009015-53066	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
	P0022208	Digi Security Systems - SEU Warehouse Security Camera	9009015-53064	\$ 19,000.00	\$ -	\$ 19,000.00	\$ 19,000.00	\$ 19,000.00
	P0022238	Starks Pro Mechancial - Stulz A/C Unit Warehouse	9009015-53066	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
	P0022242	Imagenet - Smart Board for Engineering Conference Room	9009015-52077	\$ 5,500.00	\$ -	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00
	P0002300	Burns and McDonnell Engineering Company, Inc	9009061-53069	\$ 32,700.00	\$ 27,023.04	\$ 5,676.96	\$ 5,676.96	\$ 5,677.00
	P0020058	Aether - Troubleshoot Fault Source	9009061-53064	\$ 9,995.00	\$ -	\$ 9,995.00	\$ 9,995.00	\$ 9,995.00
	P0020280	Evans Enterprises - Diagnose Breaker issue	9009061-53064	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
	P0021285	Evans Enterprises- Generator testing	9009061-53064	\$ 676.00	\$ -	\$ 676.00	\$ 676.00	\$ 676.00
	P0022181	Air Systems and Pump Solutions	9009061-53064	\$ 21,817.34	\$ -	\$ 21,817.34	\$ 21,817.34	\$ 21,818.00
	P0022193	Schweitzer Engineering Labs	9009061-52024	\$ 37,248.64	\$ -	\$ 37,248.64	\$ 37,248.64	\$ 37,249.00
	P0022209	Hubbell Power - Capcitors	9009061-52024	\$ 7,000.00	\$ -	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
	P0022241	Subject to Solicitation - Repair Metal Buildings	9009061-53020	\$ 26,500.00	\$ -	\$ 26,500.00	\$ 26,500.00	\$ 26,500.00
	P0022295	Hubbell Power - Spare Arrestors	9009061-52024	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
	P0019444	Terex USA LLC - Repair to Unit # 216	9009063-52012	\$ 4,991.51	\$ -	\$ 4,991.51	\$ 4,991.51	\$ 4,992.00
	P0022307	Terex USA LLC - Repairs to Unit # 225	9009063-53030	\$ 20,629.45	\$ -	\$ 20,629.45	\$ 20,629.45	\$ 20,630.00
	P0021647	EQUIP & PARTS IRBY PHASE TESTER KIT	9009063-52024	\$ 3,600.00	\$ -	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00
	P0020575	OTHER EQUIP ANIXTER BREAK AWAY POLE BASE	9009063-52024	\$ 487.00	\$ -	\$ 487.00	\$ 487.00	\$ 487.00
	P0022050	REPAIR EQUIP ARK ELECTRIC REPAIR S&C SWITCH GEAR	9009063-53030	\$ 5,795.00	\$ -	\$ 5,795.00	\$ 5,795.00	\$ 5,795.00
Total Electric				\$ 1,649,303.94	\$ 427,303.43	\$ 271,830.59	\$ 1,222,000.51	\$ 997,279.00

Electric Rate Stabilization

17RS01911		Uninterruptible Power Supply (Traffic)	9119011-54008	\$ 25,800.00	\$ -	\$ -	\$ 25,800.00	\$ 25,800.00
19RS01911	P0008604,P00:	Advances Metering Infrastructure	9119011-54008	\$ 3,859,114.00	\$ 1,795,752.51	\$ 1,884,335.29	\$ 2,063,361.49	\$ 2,063,362.00
19RS05911		SEU Office Expansion	9119011-54012	\$ 5,673.00	\$ 3,247.37	\$ -	\$ 2,425.63	\$ 2,426.00
21RS02911	P0011116,P00:	Trans/Dist Reloc 6th Road Wide	9119011-54009	\$ 13,506,615.00	\$ 1,114,371.15	\$ 1,799,777.90	\$ 12,392,243.85	\$ 12,392,244.00
22RS03911	P0014254	Digger Derrick, Unit 228	9119011-54001	\$ 300,000.00	\$ -	\$ 287,451.00	\$ 300,000.00	\$ 300,000.00
22RS04911	P0014255	Digger Derrick-2, Unit 235	9119011-54001	\$ 300,000.00	\$ -	\$ 287,451.00	\$ 300,000.00	\$ 300,000.00
22RS05911	P0021735,P00:	Dump Truck	9119011-54001	\$ 175,000.00	\$ -	\$ 163,428.22	\$ 175,000.00	\$ 175,000.00
22RS08911		Airport Rd Electric Upgrades	9119011-54034	\$ 42,819.00	\$ -	\$ -	\$ 42,819.00	\$ 42,819.00

24RS02911		LED Street Lights	9119011-54008	\$	894,242.00	\$	812,948.00	\$	-	\$	81,294.00	\$	81,294.00
24RS03911	P0019966	90' Transmission Bucket Truck	9119011-54001	\$	653,970.00	\$	-	\$	594,518.16	\$	653,970.00	\$	653,970.00
24RS04911	P0019966	60' Distribution Bucket Truck	9119011-54001	\$	363,722.00	\$	-	\$	330,655.52	\$	363,722.00	\$	363,722.00
24RS05911	P0019966	60' Distribution Bucket Truck	9119011-54001	\$	363,722.00	\$	-	\$	330,655.52	\$	363,722.00	\$	363,722.00
24RS06911	P0020004	Replace Unit 280	9119011-54001	\$	49,995.00	\$	-	\$	49,995.00	\$	49,995.00	\$	49,995.00
24RS07911		LED-Block 34	9119011-54009	\$	228,223.00	\$	207,475.70	\$	-	\$	20,747.30	\$	20,748.00
24RS08911	P0021173	Replace 69kV Structures	9119011-54009	\$	129,240.00	\$	48,791.00	\$	80,449.00	\$	80,449.00	\$	80,449.00
24RS10911	P0021507	Wartsila 18K Overhaul	9119011-54010	\$	1,345,000.00	\$	-	\$	703,831.44	\$	1,345,000.00	\$	1,345,000.00
24RS11911		Block 34-Service Modification	9119011-54009	\$	138,019.00	\$	-	\$	-	\$	138,019.00	\$	138,019.00
Total Electric Rate Stabilization				\$	22,381,154.00	\$	3,982,585.73	\$	6,512,548.05	\$	18,398,568.27	\$	18,398,570.00

Water

17WL03912	P0016205,P001	WL-PerkinsRd, McElroy-Lakeview	9129216-54009	\$	432,631.00	\$	8,750.52	\$	125,597.06	\$	423,880.48	\$	423,881.00
21WL04912	P0006845,P001	College Gardens WL/SL	9129216-54009	\$	610,674.00	\$	8,376.50	\$	543,495.37	\$	602,297.50	\$	602,298.00
21WL07912	P0016815	6th Ave: Washington-Mill WL/SL	9129216-54009	\$	441,528.00	\$	108,050.52	\$	334,904.66	\$	333,477.48	\$	333,478.00
22WL01912	P0011793	Water Quality Study	9129216-54009	\$	363,735.00	\$	168,447.32	\$	179,580.76	\$	195,287.68	\$	195,288.00
24WL01912	P0019086	Fern Cottages WL Materials	9129216-54009	\$	50,000.00	\$	-	\$	50,000.00	\$	50,000.00	\$	50,000.00
24WL02912	P0020952,P001	Long Branch Creek Leak Repair	9129216-54009	\$	255,000.00	\$	210,882.04	\$	44,117.96	\$	44,117.96	\$	44,118.00
21WL04912		College Gardens WL/SL	9129216-54013	\$	20,000.00	\$	2,893.00	\$	-	\$	17,107.00	\$	17,107.00
23WT02912	P0020647	ARPA Grant Match	9129216-54030	\$	2,000,000.00	\$	1,105,691.87	\$	894,308.13	\$	894,308.13	\$	894,309.00
21WT02912	P0010637,P001	Kaw WL Cathodic Protection	9129216-54009	\$	619,443.00	\$	314,801.91	\$	303,641.00	\$	304,641.09	\$	304,642.00
21WT04912	P0011960,P001	WTP & Raw Water Delivery	9129216-54009	\$	83,868.00	\$	-	\$	63,090.50	\$	83,868.00	\$	83,868.00
23WT04912	P0016420,P001	WTP Lime System/Other Chemical	9129216-54009	\$	3,617,042.00	\$	570,800.00	\$	3,046,242.00	\$	3,046,242.00	\$	3,046,242.00
23WT05912		WTP Lime Slaker Replacement	9129216-54009	\$	335,000.00	\$	233,480.80	\$	-	\$	101,519.20	\$	101,520.00
23WT06912	P0019427	Raw Water Pipeline Repair	9129216-54009	\$	1,547,606.00	\$	483,881.55	\$	1,063,724.45	\$	1,063,724.45	\$	1,063,725.00
24WT01912		Yost Pump Replacement	9129216-54009	\$	110,600.00	\$	96,200.00	\$	-	\$	14,400.00	\$	14,400.00
24WT02912	P0020666	WTP & Raw Water Delivery	9129216-54009	\$	1,281,350.00	\$	-	\$	1,281,350.00	\$	1,281,350.00	\$	1,281,350.00
21WT04912		WTP & Raw Water Delivery	9129216-54010	\$	166,701.00	\$	-	\$	-	\$	166,701.00	\$	166,701.00
23WT02912	P0020647	ARPA Grant Match	9129216-54045	\$	2,000,000.00	\$	1,105,691.87	\$	894,308.13	\$	894,308.13	\$	894,309.00
	P0020728	OK DEPT OF ENVIRONMENTAL QUALITY-ANNUAL FEES	9129270-53053	\$	9,250.00	\$	-	\$	9,250.00	\$	9,250.00	\$	9,250.00
	P0021678	CRANE TECH CRANE REPAIR	9129070-53030	\$	19,390.00	\$	-	\$	19,390.00	\$	19,390.00	\$	19,390.00
	P0019852	HROD Incorporated (MMO Partners)	9121110-53064	\$	79,200.00	\$	52,800.00	\$	26,400.00	\$	26,400.00	\$	26,400.00
	P0022059	ODEQ W/WW LICENSE RENEWALS	9129248-53053	\$	2,254.00	\$	-	\$	2,254.00	\$	2,254.00	\$	2,254.00
24WD03912	P0022551,P001	COMPACTOR PLATE ATTACHMENT FOR EXCAVATOR	9129248-54008	\$	197,831.00	\$	-	\$	192,096.40	\$	197,831.00	\$	197,831.00
	P0019577	Development Review	9129215-53069	\$	15,000.00	\$	11,091.25	\$	3,908.75	\$	3,908.75	\$	3,909.00
Total Water				\$	14,258,103.00	\$	4,481,839.15	\$	9,077,659.17	\$	9,776,263.85	\$	9,776,270.00

Wastewater

13SG06913	P0003152,P001	WW:Aspen Heights Sewer Devel	9139366-54009	\$	1,139,629.00	\$	10,995.23	\$	189,504.42	\$	1,128,633.77	\$	1,128,634.00
13SG06913	P0013997	WW:Aspen Heights Sewer Devel	9139366-54013	\$	135,104.00	\$	33,463.22	\$	355.95	\$	101,640.78	\$	101,641.00
16SG02913		South sewer interceptor	9139366-54013	\$	1,371.00	\$	-	\$	-	\$	1,371.00	\$	1,371.00
19SL01913	P0003398,P001	W College, Eyler/Manhole Rehab	9139366-54009	\$	100,437.00	\$	250.00	\$	94,682.84	\$	100,187.00	\$	100,187.00
23SL01913	P0019085,P001	Sewerline Ext to Hub	9139366-54009	\$	25,645.00	\$	10,205.00	\$	13,995.00	\$	15,440.00	\$	15,440.00
19SL01913	P0015056	W College, Eyler/Manhole Rehab	9139366-54013	\$	486,140.00	\$	37,692.51	\$	1,431.84	\$	448,447.49	\$	448,448.00
24SP01913	P0021687	WW Coll.Model, Asmnt, and MPU	9139317-54010	\$	908,000.00	\$	111,446.49	\$	284,553.51	\$	796,553.51	\$	796,554.00
21WL04913	P0006846,P001	College Gardens WL/SL	9139370-54009	\$	1,119,348.00	\$	4,037.00	\$	864,840.00	\$	1,115,311.00	\$	1,115,311.00
21WL07913	P0016815	6th Ave: Washington-Mill WL/SL	9139317-54009	\$	188,648.00	\$	46,307.37	\$	142,340.61	\$	142,340.63	\$	142,341.00
	P0020414	STILLWATER STEEL HANDRAILS FOR CATWALK	9139370-52024	\$	4,400.00	\$	-	\$	4,400.00	\$	4,400.00	\$	4,400.00
	P0020415	STILLWATER STEEL REPLACE SKIMMER ARM	9139370-52024	\$	2,000.00	\$	-	\$	2,000.00	\$	2,000.00	\$	2,000.00

24SC02913	P0020908	ODEQ ANNUAL FEES	9139370-53053	\$	18,500.00	\$	-	\$	18,500.00	\$	18,500.00	\$	18,500.00
	P0021510	ROOT TREATMENT IN SEWER SYSTEM	9139348-53064	\$	160,000.00	\$	-	\$	160,000.00	\$	160,000.00	\$	160,000.00
	P0021244	EASEMENT MACHINE/3 WIRELESS HEADSETS/LG PELICAN	9139348-54008	\$	77,200.00	\$	-	\$	70,172.11	\$	77,200.00	\$	77,200.00
	P0022059	ODEQ W/WW LICENSE RENEWALS	9139348-53053	\$	1,196.00	\$	-	\$	1,196.00	\$	1,196.00	\$	1,196.00
Total Wastewater				\$	4,367,618.00	\$	254,396.82	\$	1,847,972.28	\$	4,113,221.18	\$	4,113,223.00
Water Capital													
19RS01916	P0008604,P00:	Advances Metering Infrastructu	9169216-54008	\$	744,000.00	\$	-	\$	464,306.43	\$	744,000.00	\$	744,000.00
13WG18916	P0002477	Wtr:Yost BPS/Standpipe Improv	9169216-54009	\$	449,269.00	\$	10,815.51	\$	433,453.03	\$	438,453.49	\$	438,454.00
21WL03916	P0007591	7th Ave. Water & Sewer Line	9169216-54009	\$	5,232.00	\$	-	\$	5,231.25	\$	5,232.00	\$	5,232.00
21WL06916		Replace WL University-4th Ave	9169216-54009	\$	7,002.00	\$	-	\$	-	\$	7,002.00	\$	7,002.00
Total Water Capital				\$	1,205,503.00	\$	10,815.51	\$	902,990.71	\$	1,194,687.49	\$	1,194,688.00
Wastewater Capital													
21WL04917	P0006846	College Gardens WL/SL	9179317-54009	\$	422,318.00	\$	4,339.50	\$	418,213.40	\$	417,978.50	\$	417,979.00
Total Wastewater Capital				\$	422,318.00	\$	4,339.50	\$	418,213.40	\$	417,978.50	\$	417,979.00
933 Water Debt Fund													
23WT04933		WTP Lime System	9339216-54009	\$	17,848,944.00	\$	-	\$	-	\$	17,848,944.00	\$	17,848,944.00
24WT02933	P0020646,P00:	WTP/Raw Water Delivery	9339216-54009	\$	17,792,956.00	\$	63,451.00	\$	17,705,616.70	\$	17,729,505.00	\$	17,729,505.00
24WT03933		Contingency	9339216-54009	\$	1,281,350.00	\$	-	\$	-	\$	1,281,350.00	\$	1,281,350.00
Total 933 Water Debt Fund				\$	36,923,250.00	\$	63,451.00	\$	17,705,616.70	\$	36,859,799.00	\$	36,859,799.00
934 Water Debt Fund													
21WT04934	P0011961	WTP/Raw Water Delivery	9349216-54009	\$	889,686.00	\$	318,574.45	\$	414,717.58	\$	571,111.55	\$	571,112.00
24WT02934	P0020666	WTP/Raw Water Delivery	9349216-54009	\$	4,266,691.00	\$	-	\$	4,266,691.00	\$	4,266,691.00	\$	4,266,691.00
Total 934 Water Debt Fund				\$	5,156,377.00	\$	318,574.45	\$	4,681,408.58	\$	4,837,802.55	\$	4,837,803.00
936 Wastewater Debt Fund													
16SG02936	P0002432,P00:	South Sewer Interceptor	9369317-54009	\$	2,045,628.00	\$	435,687.78	\$	1,609,097.25	\$	1,609,940.22	\$	1,609,941.00
Total 936 Wastewater Debt Fund				\$	2,045,628.00	\$	435,687.78	\$	1,609,097.25	\$	1,609,940.22	\$	1,609,941.00
Total				\$	88,409,254.94	\$	9,978,993.37	\$	43,027,336.73	\$	78,430,261.57	\$	78,205,552.00

SUA Carry Forward Request - Revenue
Updated: 7/1/2024

Approved by: SUA Trustees

Date: 7/15/2024

PO # or Project #	Description	Account No.	FY24 Budget	FY24 Actual	FY24 Balance	FY25 Re-Appropriation
Water						
23WT02912	ARPA Grant Match	9129200-43100	\$ 2,000,000.00	\$ 685,484.10	\$ 1,314,515.90	\$ 1,314,516.00
Total Water			\$ 2,000,000.00	\$ 685,484.10	\$ 1,314,515.90	\$ 1,314,516.00
Electric						
24EL03900	Simmons Electric Service Relocation	9009000-48702	\$ 367,040.00	\$ -	\$ 367,040.00	\$ 367,040.00
Total Electric			\$ 367,040.00	\$ -	\$ 367,040.00	\$ 367,040.00
933 Water Debt Fund						
	2024 DWSRF-Gen / Loan Proceeds	9339200-64001	\$ 37,000,000.00	\$ -	\$ 37,000,000.00	\$ 37,000,000.00
Total 933 Water Debt Fund			\$ 37,000,000.00	\$ -	\$ 37,000,000.00	\$ 37,000,000.00
934 Water Debt Fund						
	2016 DWSRF-Gen / Loan Proceeds	9349200-64001	\$ 5,650,814.00	\$ 573,674.59	\$ 5,077,139.41	\$ 5,077,140.00
Total 934 Water Debt Fund			\$ 5,650,814.00	\$ 573,674.59	\$ 5,077,139.41	\$ 5,077,140.00
936 Wastewater Debt Fund						
	2023 CWSRF-Gen / Loan Proceeds	9369300-64001	\$ 4,675,088.00	\$ 2,584,191.74	\$ 2,090,896.26	\$ 2,090,897.00
Total 936 Wastewater Debt Fund			\$ 4,675,088.00	\$ 2,584,191.74	\$ 2,090,896.26	\$ 2,090,897.00
Total			\$ 49,692,942.00	\$ 3,843,350.43	\$ 45,849,591.57	\$ 45,849,593.00

REPORT TO: STILLWATER UTILITIES AUTHORITY

MEETING DATE: JULY 15, 2024



Agenda Item:	2.c. SUA-24-40						
Previous/Related Action:	SUA-23-37 July 10, 2023: MSA Eng-Surveying and SUA 23-38 Task Order 1						
Background/Issue:	The purpose of this report is to provide Trustees with the bid results and recommended action for The HUB Sewer Line Project which serves to connect the Chamber Business Park to the City's public sewer system. It is projected that The HUB will be completed in 2025 and will need sewer utilities prior to receiving a certificate of occupancy.						
Proposal/Solution:	The initial advertisement for bids was May 18, 2024. A pre-bid conference was held on June 4, 2024 with seven prospective bidders in attendance. Bids were opened on June 26, 2024. The single bid submitted along with the Engineer's estimate is summarized below. <table><tr><td>Bidder</td><td>Amount</td></tr><tr><td><i>Engineer's Estimate – Bancroft</i></td><td><i>\$317,644.13</i></td></tr><tr><td>MK Excavation, LLC</td><td>\$532,541.00</td></tr></table> Bancroft Design has reviewed the bid and recommends the project be awarded to MK Excavation, LLC.	Bidder	Amount	<i>Engineer's Estimate – Bancroft</i>	<i>\$317,644.13</i>	MK Excavation, LLC	\$532,541.00
Bidder	Amount						
<i>Engineer's Estimate – Bancroft</i>	<i>\$317,644.13</i>						
MK Excavation, LLC	\$532,541.00						
Financial Source/Impact:	Sufficient funding for the HUB Sewer Line Project is available in the Sewer Fund.						
Related Strategic Priority:	#2 MOTIVATED MANAGEMENT #4 CONNECTED SPACES						
Recommended Action/Motion:	Staff recommends a motion to: • award a unit price contract to MK Excavation, LLC for the bid amount of \$532,541.00; • authorize construction expenditures of \$612,422.00 for the amounts shown below: ○ \$532,541.00 for the unit price contract, and ○ \$79,881.00 for a 15% contingency • authorize the General Manager to sign related documents; and						

- approve the budget amendment appropriating funds.

Prepared By:	Chris Humes
Reviewed By:	Candy Staring Brady Moore Teresa Kadavy
Submitted By:	Kimberly Meek, General Manager

Attachments

1. 004A_Agreement
2. The HUB Sewer BA - 7.15.2024 - signed

EJCDC
AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between City of Stillwater, Oklahoma / Stillwater Utilities Authority (Owner) and _____ (Contractor).

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Removal of existing sanitary sewer line and manholes. Installation of new sanitary sewer line and manholes.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

SUA Project 23SL01 – The HUB Sanitary Sewer Line

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Kelly Harris, P.E. (Engineer) of Bancroft Design who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed as provided in the General Conditions and Special Provisions, and completed and ready for final payment in accordance with the General Conditions and Special Provisions.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal ~~or arbitration~~ proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner as specified in the Special Provisions for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner as specified in the Special Provisions for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

- A. For all Work, at the prices stated in the Contractor's Bid, attached hereto as an exhibit and summarized below:

\$ _____ (\$ _____)

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the same day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements. Five percent (5%) of each partial payment will be withheld as retainage. When the work of the Contractor has been determined by the Owner to be at least 50% complete, the retainage amount will be reduced to two and one-half percent (2.5%) of the partial payment.

6.03 Final Payment

1. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of three-fourths of one percent (0.0075) percent per month with the following provisions:

7.02 Lump Sum Contract: The interest shall commence thirty (30) days after the work under the contract has been completed and accepted and all required material certifications and other documentation required by the contract has been furnished to Owner by Contractor and shall run until the final payment or estimate is remitted to the Contractor. When contract quantities or the final payment amount is in dispute, the interest bearing period shall be suspended until the settlement of the dispute.

7.03 Contracts Bid by Unit Price: The interest shall commence sixty (60) days after the work under the contract has been completed and accepted and all required material certifications and other documentation required of the Contractor has been furnished to Owner by Contractor and shall run until the final payment or estimate is remitted to Contractor. When contract quantities or the final payment amount is in dispute, the interest bearing period shall be suspended until the settlement of the dispute.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Owner and Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner and Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages B-1 to B-4, inclusive).
 - 3. Statutory bond (pages B-5 to B-6, inclusive).
 - 4. Maintenance bond (pages B-7 to B-8, inclusive).
 - 5. Standard General Conditions (pages C-1 to C-42, inclusive).
 - 6. Supplementary Conditions (pages D-1 to D-2, inclusive).

7. Special Provisions (pages E-1 to E-15, and Exhibits 1 to 2, inclusive).
8. Drawings consisting of 6 sheets with each sheet bearing the following general title: Yost BPS Maintenance Project
9. Specifications.
 - a. The most recent version of the City of Stillwater Standards (Design and Construction) are incorporated herein as if fully set forth and are on file with the City of Stillwater (723 South Lewis, Stillwater, Oklahoma 74076) or available through accessing the City's website. Under separate cover.
10. Addenda (numbers _____ to _____, inclusive).
11. Exhibits to this Agreement (enumerated as follows):
 - a. List of Document Required (pages H-1, inclusive).
 - b. Signature and Submission Requirements for Bidding Documents (pages 1 to 4, inclusive).
 - c. Bid Form (pages 1 to 7, inclusive).
 - d. Bid Bond (pages K-1 to K-2, inclusive).
 - e. Business Relationships Affidavit (pages L-1 to L-2, inclusive).
 - f. Non-Collusion Affidavit (pages M-1, inclusive).
 - g. Certificate of Nondiscrimination Form (pages N-1, inclusive).
 - h. Qualification Statement (pages O-1 through O-10, inclusive).
 - i. Certificates of Insurance.
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages _____ to _____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents 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.

10.05 Other Provisions

- A. None.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER:

Stillwater Utilities Authority

By: _____

Name/Title: Kimberly Meek, General Manager

Owner(s) address for giving notices:

PO Box 1449

Stillwater, OK 74076

APPROVED AS TO FORM AND LEGALITY THIS

_____ DAY OF _____, 20____.

KIMBERLY CARNLEY - City Attorney

CONTRACTOR:

By: _____

Name/Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

License Number: _____
(where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)



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

Budget Amendment Request
For Budget Year 2025

Date: 07/03/2024

Department: Water Resources Requested by: Candy Staring

Explanation:
Appropriate funds for The HUB sewer project. Project funded from Wastewater Fund.

Account Name	Account Number (xxxxxx-xxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
The HUB Sewer Project	9139316 - 54009	235L01913	\$ 0	\$ 612,422	\$ 612,422
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 612,422

Reviewed by Department Manager: Candy Staring Date: 7/3/2024

Reviewed by Finance: _____ Date: _____

Approved by CMO: _____ Date: _____

Approved by City Council: _____ Date: _____

Processed by Finance: _____ Date: _____

Set ID: _____ Date Sent to SA&I: _____

--Print on Yellow Paper--

REPORT TO: STILLWATER UTILITIES AUTHORITY

MEETING DATE: JULY 15, 2024



Agenda Item:	2.d. SUA-24-41										
Previous/Related Action:	SUA-23-41, July 10, 2023: WTP Lagoon Dredging Project (Round 1) SUA 21-56, December 20, 2021: Amendment 1 to Professional Services Agreement – Carollo										
Background/Issue:	The purpose of this report is to provide Trustees with the bid results and recommended action for the WTP Lagoon Dredging Project (Round 2) which is part of the WTP and Raw Water Delivery Improvements Project. The WTP has seven lagoons that provide storage of backwash water, washdown water, ozone cooling water and residuals. Lagoon dredging was approved by Trustees last summer but the approved funds of \$1,187,600 were depleted after dredging only about 20% of the lagoon volume. In order to complete the project, a second round of lagoon dredging is necessary.										
Proposal/Solution:	The initial advertisement for bids was June 1, 2024. A pre-bid conference was held on June 12, 2024 with 13 prospective bidders in attendance. In order to reduce the City's cost for the work, the bid package included three alternate bids for variations to working days and disposal location. Four bids were received and opened on June 26, 2024. Selection of Alternate No. 3 generated the lowest bid price. The total base bids with Alternate No. 3 included are summarized below. <table> <tr> <th><u>Bidder</u></th><th><u>Amount</u></th></tr> <tr> <td>Engineer's Estimate – Carollo</td><td>\$2,797,650.70</td></tr> <tr> <td>Hodges Farms and Dredging, LLC</td><td>\$1,182,137.50</td></tr> <tr> <td>Midwest Injection Inc</td><td>\$1,797,584.50</td></tr> <tr> <td>Denali Water Solutions, LLC</td><td>\$2,478,530.00</td></tr> </table>	<u>Bidder</u>	<u>Amount</u>	Engineer's Estimate – Carollo	\$2,797,650.70	Hodges Farms and Dredging, LLC	\$1,182,137.50	Midwest Injection Inc	\$1,797,584.50	Denali Water Solutions, LLC	\$2,478,530.00
<u>Bidder</u>	<u>Amount</u>										
Engineer's Estimate – Carollo	\$2,797,650.70										
Hodges Farms and Dredging, LLC	\$1,182,137.50										
Midwest Injection Inc	\$1,797,584.50										
Denali Water Solutions, LLC	\$2,478,530.00										

	Spectrum \$7,469,000.00 Biotechnologies
	Carollo Engineers reviewed the bids and recommended the project be awarded to Hodges Farms and Dredging, LLC.
Financial Source/Impact:	The project is funded by the Coronavirus Local Fiscal Recovery Funds authorized by the American Rescue Plan Act (ARPA) which were received by the City in 2021 and 2022.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Staff recommends a motion to: • award a unit price contract to Hodges Farms and Dredging, LLC for the Base Bid with Bid Alternate No. 3 for a total bid amount of \$1,182,137.50; • authorize construction expenditures of \$1,332,137.50 as summarized below: ○ \$1,182,137.50 for the unit price contract, and ○ \$150,000.00 for contingency. • authorize the General Manager to sign related documents; and • approve the budget amendment appropriating funds.
Prepared By:	Chris Humes
Reviewed By:	Candy Staring Brady Moore Teresa Kadavy
Submitted By:	Kimberly Meek, General Manager

Attachments

1. Lagoon Dredging Bid Tabulation by Line Item Spreadsheet (8)
2. 004A_Agreement
3. Lagoon Dredging BA - 7.15.2024 - signed

Event Number	23-2024 Addendum 1	Organization	City of Stillwater
Event Title	Additional Lagoon Dredging and Dewatering Project #23W	Workgroup	Purchasing
Event Description	Notice is hereby given that the Stillwater Utilities Authority	Event Owner	John McClenny
Event Type	IFB	Email	john.mcclenny@stillwater.org
Issue Date	6/1/2024 06:00:02 AM (CT)	Phone	
Close Date	6/26/2024 03:00:00 PM (CT)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Hodges Farms & Dredging, LLC	Lebo	KS	6/25/2024 02:34:59 PM (CT)	6	\$1,616,830.00
Midwest Injection Inc	Cascade	IA	6/26/2024 11:53:43 AM (CT)	6	\$2,060,986.60
Denali Water Solutions LLC	Russellville	AR	6/26/2024 01:39:31 PM (CT)	6	\$3,685,610.00
Spectrum Biotechnologies	Geismar	LA	6/26/2024 01:08:02 PM (CT)	6	\$4,307,600.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

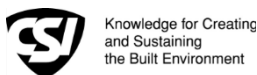
AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America

Construction Specifications Institute



**EJCDC
AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between Stillwater Utilities Authority (Owner) and <to be filled out after bidding> (Contractor).

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Base Bid scope of work of this Contract consists of dredging, dewatering, hauling and disposal as agricultural lime of material from the Residuals Lagoons L1001B, L1001C, L1001 D, and L1001E at the Stillwater Water Treatment Plant (Stillwater WTP) in accordance with the approved Residuals Management Plan provided in Specification Section 02250 - Dredging, Dewatering, and Disposal of Water Treatment Plant Residuals. Dredging, dewatering, hauling and disposal as agricultural lime of material from Residuals Lagoons L1001B through L1001F as certified agricultural lime at a Contractor's designed site is included as an alternate bid item. Alternate work hours (7 days per week) from those included in Specification Section 01313 - Construction and Scheduling Constraints is included as an alternate bid item.

ARTICLE 2 - THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Dredging, dewatering, and disposal of lagoon residuals at the Stillwater Water Treatment Plant.

ARTICLE 3 - ENGINEER

- 3.01 The Project has been designed by Carollo Engineers, Inc. (Engineer) who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

- 4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed as provided in the General Conditions and Special Provisions, and completed and ready for final payment in accordance with the General Conditions and Special Provisions.

- 4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also

recognize the delays, expense, and difficulties involved in proving in a legal ~~or arbitration~~ proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner as specified in the Special Provisions for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner as specified in the Special Provisions for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

- A. For all Work, at the prices stated in the Contractor's Bid, attached hereto as an exhibit and summarized below:

\$ _____ (\$ _____)

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the same day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements. Five percent (5%) of each partial payment will be withheld as retainage. When the work of the Contractor has been determined by the Owner to be at least 50% complete, the retainage amount will be reduced to two and one-half percent (2.5%) of the partial payment.

6.03 Final Payment

1. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of three-fourths of one percent (0.0075) percent per month with the following provisions:

7.02 Lump Sum Contract: The interest shall commence thirty (30) days after the work under the contract has been completed and accepted and all required material certifications and other documentation required by the contract has been furnished to Owner by Contractor and shall run until the final payment or estimate is remitted to the Contractor. When contract quantities or the final payment amount is in dispute, the interest bearing period shall be suspended until the settlement of the dispute.

- 7.03 Contracts Bid by Unit Price: The interest shall commence sixty (60) days after the work under the contract has been completed and accepted and all required material certifications and other documentation required of the Contractor has been furnished to Owner by Contractor and shall run until the final payment or estimate is remitted to Contractor. When contract quantities or the final payment amount is in dispute, the interest bearing period shall be suspended until the settlement of the dispute.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Owner and Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner and Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:

- 1. This Agreement (pages 1 to 7, inclusive).

2. Performance bond (pages 1 to 4, inclusive).
3. Statutory bond (pages 1 to 2, inclusive).
4. Maintenance bond (pages 1 to 2, inclusive).
5. Standard General Conditions (pages 1 to 44, inclusive).
6. Supplementary Conditions (pages 1 to 4, inclusive).
7. Special Provisions (pages 1 to 13, and Exhibits 1 to 3, inclusive).
8. Drawings consisting of 14 sheets with each sheet bearing the following general title: Additional Lagoon Dredging and Dewatering
9. Specifications.
 - a. The most recent version of the City of Stillwater Standards (Design and Construction) are incorporated herein as if fully set forth and are on file with the City of Stillwater (723 South Lewis, Stillwater, Oklahoma 74076) or available through accessing the City's website. Under separate cover.
10. Addenda (numbers _____ to _____, inclusive).
11. Exhibits to this Agreement (enumerated as follows):
 - a. List of Document Required (page 1, inclusive).
 - b. Signature and Submission Requirements for Bidding Documents (pages 1 to 3, inclusive).
 - c. Bid Form (pages 1 to 9, inclusive).
 - d. Bid Bond (pages 1 to 2, inclusive).
 - e. Business Relationships Affidavit (page 1, inclusive).
 - f. Non-Collusion Affidavit (pages 1 to 2, inclusive).
 - g. Certificate of Nondiscrimination Form (page 1, inclusive).
 - h. Qualification Statement (pages 1 through 12, inclusive).
 - i. Certificates of Insurance.
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages _____ to _____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents 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.

10.05 Other Provisions

- A. None.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER(S):

Stillwater Utilities Authority

By: _____

Name/Title: Kimberly Meek, General Manager

Date: _____

Owner(s) address for giving notices:

PO Box 1449

Stillwater, OK 74076

APPROVED AS TO FORM AND LEGALITY THIS

_____ DAY OF _____, 20____.

KIMBERLY CARNLEY - City Attorney

CONTRACTOR:

By: _____

Name/Title: _____

Date: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Date: _____

Address for giving notices:

License Number: _____
(where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)



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

Budget Amendment Request
For Budget Year 2025

Office: 405.372.0025
Web: stillwater.org

Date: 07/03/2024

Department: Water Resources

Requested by: Candy Staring

Explanation:

Appropriate funds for WTP lagoon dredging project. Project funded from American Rescue Plan Act (ARPA) grant funds.

Account Name	Account Number (xxxxxx-xxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
WTP Lagoon Dredging	1809216 - 54009	23WT07180	\$ 0	\$ 1,332,138	\$ 1,332,138
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 1,332,138

Reviewed by Department Manager: Candy Staring

Date: 7/3/2024

Reviewed by Finance:

Date:

Approved by CMO:

Date:

Approved by City Council:

Date:

☐ Yes ☐ No

Processed by Finance:

Date:

Set ID:

Date Sent to SA&I:

--Print on Yellow Paper--

REPORT TO: STILLWATER UTILITIES AUTHORITY**MEETING DATE: JULY 15, 2024**

Agenda Item:	2.e. SUA-24-42
Previous/Related Action:	SUA-24-34
Background/Issue:	Bids for water treatment chemicals were awarded by SUA on June 17 th , 2024, except for Polymer. The Polymer bids were rejected and rebid to more fully describe acceptable delivery methods, which include pumping into on-site bulk containers at the Water Treatment Plant. Bids for Polymer were opened on July 3 rd , 2024, and the bid tabulation is attached.
Proposal/Solution:	Award bid #37-2024 Supply and Delivery of Polymer for Water Treatment to Brenntag Southwest, Inc. as low bid meeting specifications.
Financial Source/Impact:	The FY25 Water Treatment Division budget contains \$1,000,000 for the purchase of water treatment chemicals. This item requires no new appropriation or budget amendment at this time
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Staff recommends that Trustees: • Award bid #37-2024 Supply and Delivery Polymer for Water Treatment to Brenntag Southwest, Inc. at \$0.72/Pound, and authorize General Manager to sign related documents.
Prepared By:	James Driskel, Water Utilities Dir.
Reviewed By:	James Driskel Teresa Kadavy
Submitted By:	Kimberly Meek, General Manager

Attachments

1. Bid Tabulation by Line Item Spreadsheet (4)
2. Brenntag Purchase_Agreement

1	Polymer						
Supplier		QTY	UOM	Estimated	Price	Extended	Supplier Notes
Brenntag Southwest, Inc.		1	Gallon		\$0.7197	\$0.72	
Water Tech, Inc.		1	Gallon		\$7.80	\$7.80	\$0.85/lb. or \$7.80/gal.
Hawkins Inc.		1	Gallon		\$9.1035	\$9.10	

PURCHASE AGREEMENT

This PURCHASE AGREEMENT is between the STILLWATER UTILITIES AUTHORITY (SUA), a municipal trust, located at 723 S. Lewis / P.O. Box 1449, Stillwater, Oklahoma 74076 ("Stillwater"), and:

Brenntag Southwest, Inc. located at 610 Fisher Road, Longview, Texas 75604

_____ (Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA) (the "Seller").

WITNESSETH:

WHEREAS, SUA has approved certain specifications and advertised for or solicited Bids on the following goods or services:

Supply and Deliver Water Treatment Chemicals Bid #33-2024

(the "Goods and/or Services"); and

WHEREAS, Seller desires to provide such Goods and/or Services to SUA, acknowledges that this document constitutes Seller's offer to provide the Goods and/or Services specified below, and further acknowledges that if executed by the SUA's Chairman, this document will become the Purchase Agreement for such Goods and/or Services.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. DOCUMENTS COMPRISING THE AGREEMENT.

The Entire Bid Packet is incorporated herein by this reference. In the event of conflicting or ambiguous language between this Purchase Agreement and any of the Bid Packet documents, the parties shall be governed first according to this Purchase Agreement and second according to the remainder of the documents included in the Bid Packet.

2. PURCHASE AND SALE.

Seller agrees to sell SUA the Goods and/or Services for the price and upon the delivery terms set forth in Exhibit A hereto. SUA agrees to pay Seller the price set forth in Exhibit A based on (a) the quantity actually purchased in the case of goods or services priced by unit, or (b) the total price for a stated quantity of goods or services, upon (i) delivery of the Goods and/or Services to SUA, (ii) the SUA's acceptance thereof, and (iii) Seller's submission and SUA's approval of a verified claim of the amount due. SUA shall not pay any late charges or fees.

3. APPROXIMATE QUANTITIES.

SUA does not guarantee a specific quantity. On all items which bids are to be received on a unit price basis, the quantities stated in the bid will not be used in establishing final payment due the Seller. Payment on the unit price items will be based on the actual number of units ordered after award.

4. IRREVOCABLE OFFER.

Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless the SUA's Chairman executes this Agreement accepting Seller's Bid. No SUA officer, employee or agent except the Chairman has the authority to award contracts or legally obligate the SUA to any contract. Seller shall not provide any Goods and/or Services to SUA pursuant to this Agreement before this Agreement is executed by SUA. If Seller provides any Goods and/or Services to SUA before this Agreement is executed by SUA, such Goods and/or Services are provided at Seller's risk and SUA shall have no obligation to pay for any such Goods and/or Services.

5. TERM.

The term of this Agreement shall be effective commencing on the date of execution of this Agreement by the Chairman and terminating one year from that date. SUA in its sole discretion may offer Seller an opportunity to renew this Agreement for three (3) additional one (1) year terms. Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by SUA of the Goods and/or Services set forth in this Agreement is subject to SUA's needs and to SUA's annual appropriation of sufficient funds in SUA's fiscal year (July 1st to June 30th) in which such Goods and/or Services is purchased. In the event SUA does not appropriate or budget sufficient finds to perform this Agreement, this Agreement shall be null and void without further action by SUA.

6. WARRANTIES.

Seller shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Seller expressly agrees that it will be responsible for performing all warranty obligations set forth in the Technical Specifications for the Goods and/or Services covered in this Agreement. Seller also warrants that the Goods and/or Services will conform to the Technical Specifications and Special Requirements, and further warrants that that Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance or installation by SUA, whichever is later, or **as specified in the Technical Specifications**, whichever is later. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.

7. WARRANTY REMEDIES.

SUA shall notify Seller if any Goods and/or Services fail to meet the warranties set forth above, and Seller shall promptly correct, repair or replace such Goods and/or Services at Seller's sole expense. Notwithstanding the foregoing, if such Good and/or Services shall be determined by SUA to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by SUA, then SUA at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods shall promptly return such Goods to Seller. Seller shall pay all expenses related to the return of such Goods to Seller.

8. SELLER BEARS RISK.

The risk of loss or damage shall be borne by the Seller at all times until the Acceptance of the Goods or Services by SUA.

9. NO INDEMNIFICATION BY SUA.

Contractor understands and acknowledges that SUA is a municipal trust that is funded by its rate payers to operate for the benefit of the citizens. Accordingly, and pursuant to Oklahoma law, SUA shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorney's fees and costs. In addition, Seller shall not limit its liability to SUA for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. SUA reserves the right to pursue all legal and equitable remedies to which it may be entitled.

10. INDEMNIFICATION BY SELLER.

Seller agrees to save SUA and their authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgments and damages to persons or property to the proportionate extent caused by the Seller, its agents, employees or subcontractors and resulting from negligent acts, errors, mistakes or omissions from Seller in connection with the Goods and/or Services to be provided or performed hereunder. Seller agrees to indemnify, defend, and save harmless SUA and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.

11. NO INSURANCE BY SUA.

If SUA is leasing Goods herein, SUA shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. SUA is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).

12. NO CONFIDENTIALITY.

Seller understands and acknowledges that SUA is subject to the Oklahoma Open Records Act (51 O.S. § 24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with its compliance with the statutory requirements thereunder.

13. NON-RESPONSIVE BIDS.

Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that its Bid may be rejected as non-responsive. Furthermore, if SUA accepts Seller's Bid and awards a contract to Seller based on such Bid, SUA shall not be bound to any exceptions, changes, or additions made by Seller, and any terms and conditions added by Seller which are not expressly agreed to by SUA in writing will be void and of no force and effect.

14. COMPLIANCE WITH LAWS.

Seller shall be responsible for complying with all applicable federal, state and local laws, regulations, and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all of its subcontractors to be used in the performance of this Purchase Agreement are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

15. TERMINATION.

SUA, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of the SUA. If this Agreement is so terminated, SUA shall be liable only for payment for Goods accepted and Services rendered prior to the effective date of termination. SUA's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.

16. PRICE CHANGES.

The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. Seller is bound by prices submitted on its Bid Form.

17. RIGHT TO AUDIT.

The parties agree that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by SUA or its designees. Seller is required to retain all records related to this Agreement for the duration of this Agreement and for a period of three years following completion and/or termination of this Agreement. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

18. NOTICE.

Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or depositing in the United States mail, postage prepaid, to the addresses specified below.

- i. To Seller:

Brenntag Southwest, Inc.
704 E. Wintergreen Rd.
Lancaster, Texas 75134

- ii. To SUA:

City Clerk
City of Stillwater
723 S. Lewis / P.O. Box 1449
Stillwater, OK 74076-1449

19. RELATIONSHIP OF PARTIES.

The Seller is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the SUA under this Agreement. No employees, subcontractors or agents of the Seller shall be deemed to be employees of the SUA for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by the SUA for its employees. The Seller shall be solely liable for the payment of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the parties. No party shall have the right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

20. THIRD PARTIES.

This Agreement is between SUA and Seller and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this Agreement.

21. TIME OF ESSENCE.

SUA and Seller agree that time is deemed to be of the essence with respect to this Agreement.

22. BINDING EFFECT.

This Agreement shall be binding upon SUA and Seller and their respective successors, heirs, legal representatives and permitted assigns.

23. HEADINGS.

The headings used herein are for convenience only and shall not be used in interpreting this Agreement.

24. SEVERABILITY PROVISIONS.

If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.

25. GOVERNING LAW AND VENUE.

This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principals, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Payne County, Oklahoma and each party waives any objection to such venue. SUA does not and will not agree to binding arbitration of any disputes.

26. NO WAIVER.

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.

27. ENTIRE AGREEMENT / NO ASSIGNMENT.

This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by SUA and Seller. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without SUA's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.

28. MULTIPLE COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

29. INTERPRETIVE MATTERS AND DEFINITIONS.

The following interpretive matters shall be applicable to this Agreement:

- i. Unless the context otherwise requires:
 - (a) All references to Sections are to Sections of this Agreement;
 - (b) Each term defined in this Agreement has the meaning assigned to it;
 - (c) "Or" is disjunctive but not necessarily exclusive;
 - (d) Words in a singular include the plural and vice versa.
 - (e) All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
- ii. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
- iii. Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
- iv. The word "including" means "including, without limitation" and does not limit the preceding words or terms;
- v. All words used in this Agreement shall be construed to be of such gender, number or tense as circumstances require.

30. EQUAL EMPLOYMENT OPPORTUNITY.

Each bidder agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

31. AUTHORITY TO BIND.

The undersigned individual states that s/he has the authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement and its incorporated documents.

IMPORTANT NOTE: This document **must** be signed by the proper person as set forth in Purchase Agreement, Paragraph 31. FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Seller Company Name: Brenntag Southwest, Inc.

Sign Here ▶

W. Thomas Crain Jr.

ATTEST:

Printed Name: W. Thomas Crain, Jr.

Title: President

Date: July 3, 2024

Assistant Corporate Secretary

Brenntag Southwest, Inc. 610 Fisher Road Longview Texas 75604

Company Name/Address [Please Print] Address City State
Zip Code

(972) 218 - 3500 (972) 218 - 3501

gayle.tullier@brenntag.com

Telephone Number

Fax Number

Email Address

**STILLWATER UTILITIES AUTHORITY,
A public trust,**

ATTEST:

By:

William H. Joyce, Chairman

Date:

City Clerk

APPROVED:

Kimberly Carnley, General Counsel

REPORT TO: STILLWATER UTILITIES AUTHORITY**MEETING DATE: JULY 15, 2024**

Agenda Item:	2.f. SUA-24-43
Previous/Related Action:	
Background/Issue:	Bids to Furnish and Install Electromagnetic Flow Meter Systems were opened on June 12th, 2024. The bid documents described three meter installations with bid unit of measure pricing as each. During consideration, City staff determined that two of the meter installations at the Water Treatment Plant should not be awarded with this bid, but instead should be included with a valve installation project that would allow the meters to be installed without a plant shutdown and associated risks. Due to this change, staff contacted the low bidder, bnb Industries, Inc. to ask if they were still interested in performing the work, at the bid price, for the reduced scope of one meter and installation at the Kaw Pump Station. bnb Industries, Inc. indicated that their bid price for each meter and installation was sufficient for a single meter installation, and they wish to proceed.
Proposal/Solution:	Award bid for a single Magnetic Meter and installation to bnb Industries, Inc as the low bidder.
Financial Source/Impact:	• This proposal requires a new appropriation, in the amount of \$48,147, which contains 10% contingency, from the SUA Water Fund which contains sufficient funds. • A Budget Amendment for appropriating funds is included.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Staff recommends that Trustees: • Award bid #31-2024 Furnish and Install Electromagnetic Flow Meter Systems to bnb Industries, Inc. for a single meter and installation at \$43,770 plus 10% contingency for a total not to exceed \$48,147. • Approve and sign the attached Budget Amendment. • Authorize General Manager to sign related documents.
Prepared By:	James Driskel, Water Utilities Dir.
Reviewed By:	James Driskel Teresa Kadavy

Submitted By:

Kimberly Meek, General Manager

Attachments

1. EMFM Bid Tabulation by Line Item Spreadsheet
2. BA Mag Meter & Install
3. Standard_Contract (10)

Event Number	31-2024 Addendum 2	Organization	City of Stillwater
Event Title	Furnish and Install Electromagnetic Flow M	Workgroup	Purchasing
Event Description	Notice is hereby given that Stillwater Utilities	Event Owner	John McClenny
Event Type	IFB	Email	john.mcclenny@stillwater.org
Issue Date	5/18/2024 06:00:02 AM (CT)	Phone	
Close Date	6/12/2024 03:00:00 PM (CT)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
bnb Industries, Inc.	Wynnewood	OK	6/12/2024 08:58:56 AM (CT)	1	\$131,310.00
Civil Builders, LLC	Oklahoma City	OK	6/12/2024 01:19:19 PM (CT)	1	\$172,920.00
Utility Field Services, LLC	Chandler	OK	6/12/2024 01:04:32 PM (CT)	1	\$199,998.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

Budget Amendment Request

For Budget Year 2025

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

Office: 405.372.0025
Web: stillwater.org

Date: 07/08/2024

Department: Water Resources

Requested by: James Driskel

Explanation: Expenditures:
Appropriate funds for installation of an electromagnetic flow meter.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	New Meters	9129270 - 54021	25WD02912	\$ 0	\$ 48,147	\$ 48,147
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 48,147

Reviewed by Department Manager: James E. Driskel

Date: 7-8-24

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

STILLWATER UTILITIES AUTHORITY (SUA) STANDARD CONTRACT

PROJECT: XXXXX

BID #: XXXXX

THIS AGREEMENT is made and entered into by and between the SUA, a municipal trust, located at 723 S. Lewis / P.O. Box 1449, Stillwater, Oklahoma 74076 ("Stillwater"), and:

(Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA) (the "Contractor").

WHEREAS, SUA has caused to be prepared in accordance with law, certain plans, specifications and other documents for the work hereinafter described and has approved and adopted all of said contract documents, and has caused Invitation for Bids to be given and advertised as required by law, and has received sealed bids for the furnishing all of the labor, equipment, and materials for **Bid #: XXXXX PROJECT: XXXXX** as outlined and set out in the contract documents and in accordance with the terms and provisions of this Agreement; and

WHEREAS, Contractor, in response to said Invitation for Bid, has submitted to SUA in the manner and at the time specified, a sealed bid in accordance with the terms of this Agreement; and

WHEREAS, SUA, in the manner provided by law, has publicly opened, examined and canvassed the bids submitted and has determined and declared the above named Contractor to be the lowest responsible bidder on the above described project, and has duly awarded this agreement to said Contractor for the prices set forth on the bid form; and

NOW THEREFORE, for and in consideration of the following, SUA and Contractor hereby agree to the following terms and conditions:

1. **Contract Documents.** Contractor shall, in a good and first class workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to complete said work in strict accordance with this Agreement and the following contract documents:

Complete Bid Packet including Invitation to Bid; Plans and Specifications; Summary Sheet; Bidder Information Sheet; Interest Affidavit; Non-Collusion Affidavit; Affidavit of Claimant; Acknowledgement of Receipt of Addenda/Amendments; General Terms; Exception Notice; Performance Bond; Maintenance Bond, Statutory Bond; Certificates of Insurance;

all of which documents are filed in the office of the City Clerk, Stillwater, Oklahoma, and are made a part of this Agreement as fully as if the same were herein set out at length.

2. **Term.** This agreement is for a period of _____ calendar days from the date on the

Notice to Proceed for **Bid #:** XXXXX. Time is of the essence.

3. **Compensation.** SUA agrees to pay Contractor the bid amount submitted in the Invitation for Bid.
4. **Progress Payments; Retainage.** SUA shall make progress payments on account of the Contract Price on the basis of Contractor's Invoices for Payment during performance of the Work as provided herein.
 - a. **Partial Payments.** Partial payments will be made to the contractor based upon work completed Invoices for Payment submitted and approved by the SUA.
 - b. **Retainage.** Five percent (5%) of all such partial payments may be withheld as retainage.
 - c. **Final Payment.** Upon final completion and acceptance of the work in accordance with the contract specifications and documents, SUA shall pay the remainder of the Contract Price within 30 days of final completion and acceptance.
5. **Termination.** This Agreement may be terminated by SUA for convenience at any time upon thirty (30) days prior written notice to the Contractor. This Agreement may be terminated for cause by the non-breaching party in the event the other party materially breaches this Agreement and provided the non-breaching party provides the breaching party thirty (30) days prior written notice and the opportunity to cure such breach (s) specified in the notice. In the event termination is for the convenience of SUA, payment will be made to the Contractor for the value of all services rendered up to the time of termination on the basis of the compensation provisions of this Agreement. In the event termination is for breach of contract by the Contractor, payment will be made only for the value of those services satisfactorily performed as determined by SUA.
6. **Insurance.** Contractor shall carry the specified insurance policies in amounts set forth in the Special Requirements Section of the Bid Packet at all times during the performance of this Agreement. The SUA 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 Contractor from carrying insurance in amounts exceeding said liability limits so long as SUA is not named as an additional insured in any amount in excess of said statutory liability limits.
7. **No Indemnification by SUA.** Contractor understands and acknowledges that SUA is a municipal trust that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, SUA shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorney's fees and costs. In addition, Contractor shall not limit its liability to SUA for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. SUA reserves the right to pursue all legal and equitable remedies to which it may be entitled. SUA will not agree to binding arbitration of any disputes.

8. **General Liability.** Contractor shall hold SUA harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
9. **No Confidentiality.** Contractor understands and acknowledges that SUA is subject to the Oklahoma Open Records Act (51 O.S. § 24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Engineer pursuant to this Agreement that would be inconsistent with its compliance with the statutory requirements thereunder.
10. **Compliance with Laws.** Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor certifies that it and all of its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System.
11. **Equal Employment Opportunity.** Contractor agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
12. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the services provided hereunder are subject to inspection, examination, and copying by SUA or its designees. Contractor shall retain all records related to this Agreement for the duration of this Agreement and for a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
13. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principals, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Payne County, Oklahoma and each party waives any objection to such venue. SUA does not and will not agree to binding arbitration of any disputes.
14. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
15. **Entire Agreement / No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by both parties. Contractor shall not be entitled to any claim for extras of any kind or nature.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year written below.

Approved and accepted this ____ day of _____ 20__.

CONTRACTOR _____

Name:

Title:

Approved and accepted this ____ day of _____ 20__.

SUA,
a municipal trust

General Manager

(SEAL)

ATTEST:

Secretary

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

General Counsel