



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING AGENDA

SEPTEMBER 9, 2024

723 S. Lewis Street, Room 1122 B

Stillwater, OK 74074

5:30 PM

Mayor Will Joyce, Vice Mayor Amy Dzialowski, Councilors Kevin Clark, Christie Hawkins,
& Tim Hardin

1. Call Meeting to Order
2. Pledge of Allegiance
3. Consent Docket

Items listed on the consent docket are routine administrative matters that may be approved without discussion. The Council will take action on these items collectively with a single vote. The requested City Council action is indicated for each item listed. Should a Councilor 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 Councilor or the City Manager may simply ask the Mayor to remove an item from the consent docket prior to action by the City Council and no action will be taken on the removed item at this meeting.

a.	Approve August 19, 2024 regular meeting minutes and August 20, 2024 and August 26, 2024 special meeting minutes		
b.	Accept the dedication of the electric easement at 513 West 7th Avenue.	CC-24-108	Jacquelyn Porter
c.	Approve contract between the City of Stillwater and OKC L Dev., LLC for street improvements located on South Western Road between West 26th Avenue and West 32nd Avenue and Addendum thereto and authorize the City Manager to execute	CC-24-109	Jacquelyn Porter
d.	Appropriate funds from the Galie May Koch Donation Fund for Police Department gym equipment maintenance.		Shannon Jordan

4. 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 Council at a regularly scheduled meeting on **any item of business listed on the meeting agenda** provided they have submitted a written request prior to the meeting either online at Request to speak form or via the form found in the lobby outside Council chambers.

5. 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 City Council. The City Council 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.

6. Public Hearings

The Council will hear public comments, discuss, and take action including a vote or series of votes on each item listed as presented or as amended by the City Council unless the agenda entry specifically states that no action will be taken.

a.	Receive public comment regarding a request from Series 7 of Gofourth Murray Properties, LLC for a Map Amendment, to rezone the property addressed as 320 South Walnut Street from Small Lot Single Family Residential (RSS) to Two-Family and Multi-Family Residential (RTM).	Memo To Council-Applicant's request to withdraw.	Jacquelyn Porter
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7. General Orders

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

a.	Discussion and possible action of Washington School Advisory Committee's recommended workplan for 2024	Christy Driskel, Karen Washington, James Beckstrom
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8. Resolutions

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

a.	RESOLUTION NO. CC-2024-27: A RESOLUTION OF THE STILLWATER CITY COUNCIL APPROVING THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2024 AIRPORT IMPROVEMENT PROGRAM (AIP) DISCRETIONARY FUNDS ADMINISTERED BY THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR AIRPORT INFRASTRUCTURE IMPROVEMENTS AT STILLWATER REGIONAL AIRPORT; AND APPROVING THE ASSOCIATED BUDGET AMENDMENTS FOR THE REQUIRED SPONSOR MATCH	Kellie Reed
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9. Appointments

a.	Audit Committee	CC-24-110
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10. Questions and Inquiries

11. Reports from Officers and Boards

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

a.	Miscellaneous items from the City Attorney
i.	Request for Executive Session pursuant to 25 O.S. Section §307 (B)(1) of the Oklahoma Open Meeting Act for the purpose of confidential communication regarding the employment, appointment, promotion, demotion, disciplining or resignation of Stillwater City Attorney Kimberly Carnley.
ii.	Request for Executive Session pursuant to 25 O.S. Section §307 (B)(1) of the Oklahoma Open Meeting Act for the purpose of confidential communication regarding the employment, appointment, promotion, demotion, disciplining or resignation of City Manager Kimberly Meek.
b.	Miscellaneous items from the City Manager
c.	Miscellaneous items from the City Council
i.	The City Council would like to inform citizens that the 2nd Public Hearing for the Project Plan, originally scheduled for September 9, 2024, has been removed from the agenda. Due to updates in the legal descriptions for the incentive districts, a new notice has been published for two upcoming public hearings, now scheduled for September 23, 2024, and October 7, 2024. We appreciate your understanding and welcome your continued participation in these proceedings.

12. Executive Session

a.	Confidential communication regarding the employment, appointment, promotion, demotion, disciplining, or resignation of City Attorney Kimberly Carnley.
b.	Confidential communication regarding the employment, appointment, promotion, demotion, disciplining or resignation of City Manager Kimberly Meek.

13. Return From Executive Session

a.	Consideration, discussion, and possible action with regard to the employment, appointment, promotion, demotion, disciplining or resignation of City Attorney Kimberly Carnley.
b.	Consideration, discussion, and possible action with regard to the employment,

	appointment, promotion, demotion, disciplining or resignation of City Manager Kimberly Meek.
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14. Adjourn

On September 6, 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 AUGUST 16, 2024 AT 12:00 P.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
AUGUST 19, 2024**

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

1. CALL MEETING TO ORDER

Mayor Joyce called the meeting to order at 5:30 p.m.

2. PLEDGE OF ALLEGIANCE

The Stillwater City Council led the audience in the Pledge of Allegiance.

3. PROCLAMATIONS/PRESENTATIONS

- a. International Overdose Awareness Day

Mayor Joyce read the proclamation declaring August 31, 2024 as International Overdose Awareness Day in Stillwater, OK.

4. CONSENT DOCKET

- a. Approve August 5, 2024 regular session meeting minutes
- b. Approve Amendment No. 3 to the Fire Station #2 CMAR Agreement; authorize the City Manager to sign the amendment; and approve associated budget amendments.
- c. Approve appropriation of funds for holiday season carriage rides and Santa as reflected in the attached budget amendment.

Councilor Clark removed item b. from the consent docket.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO APPROVE THE CONSENT DOCKET MINUS ITEM B.

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

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

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

6. ITEMS REMOVED FROM CONSENT DOCKET

- b. Approve Amendment No. 3 to the Fire Station #2 CMAR Agreement; authorize the City Manager to sign the amendment; and approve associated budget amendments.

Councilor Clark requested information on what action has been taken to bring Fire Station #2 within the budget and how construction is progressing.

Director of City Engineering, Candy Staring, reported that since the bond was passed the City has been working on the design, survey and bid openings in coordination with the CMAR, Crossland. Ms. Staring explained the changes and cutbacks made to help reduce the cost of Fire Station #2, but stated that the project is still over the amount of the original bond proceeds. She discussed the additional funding sources that have been identified as the Fire Station #2 project continues. Ms. Staring reported that construction has begun but most of the work has been underground such as utilities and piers. She stated that vertical construction should begin soon. Ms. Staring answered Council's questions.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO APPROVE ITEM B. FROM THE CONSENT DOCKET.

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

7. PUBLIC HEARINGS

- a. First public hearing, pursuant to 62 O.S. § 859, and presentation of the proposed Stillwater Data Center Economic Development Project Plan and its supporting six (6) incentive districts for the purpose of providing information, including an analysis of potential positive or negative impacts, and answering questions regarding the proposed Project Plan and Incentive Districts.

Lisa Harden, Center for Economic Development Law (CEDL), presented the Comprehensive Project Plan for the development of a new Data Center campus in Stillwater. She reviewed the summary of the project plan objectives and presented an overview of the project and location. Ms. Harden discussed the legal basis for Tax Incentive Districts and the Phase 1 and 2 pilot payments structure. In addition to the pilot payments, she explained that the company will also make Community Betterment Payments to the City and how that process works. She stated that the City will also receive an annual franchise fee from the sale of electric power to the company. Ms. Harden explained the combined Phase 1 and 2 project budget. She presented the financial impacts this project would have on the taxing jurisdictions and the greater Stillwater community. The Review Committee and the Planning Commission unanimously recommended approval of the Project Plan. Ms. Harden reviewed the approval process of the Tax Incentive Agreement and answered Council's questions.

Mayor Joyce opened the public hearing.

Robin Cornwell, 2223 N. Crescent Drive, expressed her concerns regarding the increased usage of fossil fuels used to support the Data Center and its ability to use clean energy. She also stated her concerns about the franchise fee for OG&E and who pays this fee and how this process works with GRDA which is where the City buys its electricity.

Mayor Joyce explained that an ordinance granting OG&E a franchise to serve this development has to pass City Council with two readings and then it would be put on the November ballot for a vote that would have to be approved by the voters of Stillwater.

Sean Byrne, legal counsel for the company, stated that energy is a huge concern for the company as it is a very large expense. The company is making it a priority to be more energy efficient and their Data Centers are 30% more efficient than typical Data Centers. He stated that the company is very focused and making it a priority to become more and more energy efficient by looking at clean sources of energy for both electricity and water.

Kimberlee Adams, OG&E Community Affairs Manager, reported that OG&E is continually expanding their renewable energy portfolio. She stated that wind and solar options are expanding and OG&E is focused on making the entire mix work.

Roger Gose, 1120 E. Connell, stated that he is all for this project and thinks it is a great win for Stillwater but his one concern is that at some point there needs to be a final plat (Exhibit B in the plan) wrapped around this project.

Ms. Harden, CEDL, stated that the Local Development Act requires the description of the project area and each incentive district to describe the boundaries of the areas as they exist so if the property has not been platted it is appropriate for their to be a description only. She reported if the property is platted a minor amendment can be made to the project plan to reflect that plat.

Sean Byrne, legal counsel for the company, stated that there will be a final plat proposal submitted.

Drew Gagliardi, 302 Topaz Avenue, stated he has concerns about everything being veiled in secrecy and not being able to get specific data points until everything is passed. He stated his concerns include noise levels and wastewater and a huge concern as to why all the research and data that has gone into this project has not been made public. He stated that he feels everything has not been forthright and forthcoming and there seems to be a big eagerness to push this project through without the public having all the information to make comments.

Mayor Joyce stated that with any economic development project that is worked on there is long period of time where the project is a private development and not publicly discussable. This time is used to determine if the City of Stillwater and the company are a good fit for each other. When the project reaches a point where City action has to be taken that is when it starts being discussed at City meetings.

Ms. Harden, CEDL, stated that the Economic Development Agreement has not been dispursed for review but the terms of the memorandum of the agreement that has been agreed to by the company provide that top priority on water and wastewater services will be given to residential areas and public services like fire, police, emergency response services and healthcare.

Mayor Joyce closed the public hearing.

Mayor Joyce stated that there will be a second public hearing on this item on September 9 at the regular City Council meeting.

No action was taken on this item.

8. GENERAL ORDERS

a. Lake McMurtry Annual Report

Parks & Community Resources Director Barbara Bliss introduced Lake McMurtry Friends Executive Director Jill vanEgmond. Ms. vanEgmond presented the annual report for Lake McMurtry Friends. She listed the highlights and achievements of the past year and gave an overview of the variety of programs, classes, camps and other services offered by Lake McMurtry. She mentioned a new program Ride to Thrive was added this year. It is a program for 7th grade students that are recommended by teachers

and counselors at the middle school. Ms. vanEgmond reported that this new program was very successful, and they're excited for year number two of this program. She answered Council's questions.

No action was taken on this item.

9. RESOLUTIONS

- a. Resolution No. CC-2024-25: A Resolution of the Stillwater City Council adopting the Stillwater Regional Airport Title VI Plan as required by The Federal Aviation Administration (FAA) for recipients of federal financial assistance

Airport Director Kellie Reed reported that the FAA requires that commercial service airports comply with this new guidance to make sure airports are meeting all non-discrimination requirements outlined in Title VI.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADOPT RESOLUTION NO. CC-2024-25 AS PRESENTED.

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

10. ORDINANCES

- a. First Reading

Ordinance No. 3543: An ordinance granting to the Oklahoma Gas And Electric Company, an Oklahoma Corporation, its successors and assigns, the right to produce, transmit, distribute and sell electricity for all purposes for which it may be used by Kipper LLC, its affiliates and subsidiaries, on specific property more particularly described on Exhibit A attached hereto, and the right to construct, maintain and operate a system of poles, wires, conduits and other facilities and equipment in, upon, across, under and over the streets, alleys, public grounds or ways in the city for the limited purpose of providing electricity to said property, in accordance with the City's Right of Way Management Ordinances and Policies; for a period of twenty-five (25) Years; providing compensation to the City; ordering an Election, and declaring an emergency.

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ADVANCE ORDINANCE NO. 3543 TO SECOND READ AS PRESENTED.

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

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS DECLARING ORDINANCE NO. 3543 AN EMERGENCY.

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

Ordinance No. 3544: An ordinance approving and adopting The Stillwater Data Center Economic Development Project Plan and Supporting Incentive Districts, pursuant to the Oklahoma Local Development Act; Identifying and Establishing Six Incentive Districts; Designating and Adopting Project Area and Incentive District Boundaries; Deferring the Numerical Designations and Effective Dates for the Incentive Districts; Adopting Certain Findings; Authorizing the City of Stillwater and the Stillwater Economic Development Authority to carry out and administer the Project Plan; ratifying and confirming the actions, recommendations and findings of The Review Committee and the Stillwater Planning

Commission; approving and adopting a Tax Incentive Agreement; providing for severability; and declaring an emergency.

Mayor Joyce stated that a single number 2 was omitted on page 7 and Council would be adopting the version with the 2 added. City Attorney Kimberly Carnley reported that the number 2 that was inadvertently omitted has been added.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR HARDIN TO ADVANCE ORDINANCE NO. 3544 TO SECOND READ WITH STATED CORRECTION.

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

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR HAWKINS DECLARING ORDINANCE NO. 3544 AN EMERGENCY.

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

11. REPORTS FROM OFFICERS & BOARDS

- a. Miscellaneous items from the City Attorney: None.
- b. Miscellaneous items from the City Manager:
 - i. Announcement of September 9, 2024, as the date of the Second Public Hearing and presentation of the Stillwater Data Center Economic Development Project Plan, at which time any interested persons shall have the opportunity to be heard in support of or opposition to the proposed Project Plan prior to any action with regard to adoption of the proposed Project Plan.
 - City Manager Kimberly Meek announced that the City is accepting applications for citizen representatives to serve on various committees including Audit Committee and the Stillwater Reinvestment Plan Implementation Policy Committee, also known as the Downtown TIF #3. These committees are essential for increased development and infrastructure projects within our community. If anyone would like to get involved in the local government and help make Stillwater even greater, please consider serving on one or more of these committees.
- c. Miscellaneous items from the City Council:
 - Councilor Hardin announced that The City of Stillwater is hiring. Full and part time positions are available in a variety of areas including Police, Waste Management, Finance, Water Utilities and Public Works and more. Also, the City has a text service that sends notifications when there are openings in the Fire and Police departments. To receive these notifications, text the word "Police" or "Fire" to: (405) 742-8281.
 - Councilor Clark shared updates on several City projects:
 - ✓ Stillwater Regional Airport: There is much work being done at the airport, with demolition of Hanger 1 and surrounding concrete to begin around the first of September. We are looking at a groundbreaking event for the new terminal to occur possibly at the first of October.
 - ✓ Rails to Trails: Last week, we received notice from the Surface Transportation Board that permits the City and ODOT to enter trail use negotiations. This means we are even closer to constructing the extension to connect Boomer Lake Park on the north side of Stillwater with Couch Park in the southeastern part of the city.

- ✓ Block 34 and Fire Station No. 2 have live construction cameras at the sites so we can see the progress in real time. Currently, these projects are on timeline and we're looking at summer/fall 2025 completion for them. To see more updates, go online to: stillwaterok.gov/projects.
- Councilor Hawkins reminded residents that it's back to school time for Stillwater Public Schools, Oklahoma State University, Meridian Technology, and Northern Oklahoma College. There is an increase in walkers and cyclists near campuses and throughout our community. Please be mindful when driving and always stop at crosswalks to let pedestrians pass. Obey school zone speed limits and do not pass another vehicle in a school zone. Be an attentive driver, put your cell phone away, and be aware of what or who may be around you near and on the road. Additionally, you must stop your vehicle at least 20 feet before reaching a school bus that is stopped with its red lights flashing. Together, we can ensure our students arrive at their destinations safely.
- Vice Mayor Dzialowski invited citizens to attend the 2024 Payne County Free Fair from August 28th through the 31st. City of Stillwater departments such as Waste Management, Public Library, Communications, Public Works, and more will share a booth near Emergency Management, Fire, and Police in the Community Building. Please stop by, pick up some swag, and let us know how we can help you and our community.
- Mayor Joyce reminded residents that there is a better way to park for OSU Football home games. Oklahoma State University Athletics, City of Stillwater, and Visit Stillwater have teamed up to offer free parking, shuttle service, and a full gameday guide. The Park and Ride shuttle service begins 3 hours before the game and runs every 30 minutes. The pick-up and drop-off location is at 7th Avenue and Lewis Street. For a gameday guide, go online to: visitstillwater.org.
- i. Discussion about scheduling items for future meetings.

12. QUESTIONS & INQUIRIES

None.

13. ADJOURN

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR CLARK TO ADJOURN THE AUGUST 19, 2024 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

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

The August 19, 2024 regular meeting of the Stillwater City Council adjourned at 6:50 p.m.

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK

IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED AUGUST 16, 2024 AT 12:00 P.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA

MINUTES
STILLWATER CITY COUNCIL
SPECIAL MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
AUGUST 20, 2024

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

1. CALL MEETING TO ORDER

Mayor Joyce called the meeting to order at 12:00 p.m.

2. PLEDGE OF ALLEGIANCE

The Stillwater City Council led the audience in the Pledge of Allegiance.

3. PUBLIC COMMENT

None.

4. ORDINANCES

a. Second Read

Ordinance Number 3543: An ordinance granting to the Oklahoma Gas and Electric Company, an Oklahoma Corporation, Its Successors and Assigns, the right to produce, transmit, distribute and sell electricity for all purposes for which it may be used by Kipper LLC, Its Affiliates and Subsidiaries, on specific property more particularly described on Exhibit A attached hereto, and the right to construct, maintain and operate a system of poles, wires, conduits and other facilities and equipment in, upon, across, under and over the streets, alleys, public grounds or ways in the City for the limited purpose of providing electricity to said property, in accordance with the City's Right of Way Management Ordinances and Policies; for a period of twenty-five (25) years; providing compensation to the city; ordering an Election, and declaring an emergency.

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ADOPT ORDINANCE NO. 3543 AS PRESENTED.

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

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS DECLARING ORDINANCE NO. 3543 AN EMERGENCY.

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

5. RESOLUTIONS

- a. Resolution CC-2024-26: A resolution authorizing the calling and holding of a Special Election in the City of Stillwater, Oklahoma, on the Fifth day of November, 2024, for the purpose of submitting to the registered, qualified electors of said City the question of approving or rejecting Ordinance 3543, which ordinance grants a Franchise to Oklahoma Gas and Electric Company (OG&E), an Oklahoma Corporation, Its Successors and Assigns, giving it the right to produce, transmit, distribute and sell electricity for all purposes for which it may be used by Kipper, LLC, Its Affiliates and Subsidiaries on specific designated property and the right to construct, maintain and operate a system of poles, wires, conduits and other facilities and equipment in, upon, across, under and over the streets, alleys, public grounds or ways in the City for the limited purpose of providing electricity to said property and in accordance with the City's Right of Way Management Ordinances and Policies; for a period of twenty-five years; and providing compensation to the City; and ordering an Election.

MOTION BY VICE CHAIR DZIALOWSKI, SECOND BY COUNCIL HAWKINS TO ADOPT RESOLUTION NO. CC-2024-26 AS PRESENTED.

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

6. REPORTS FROM OFFICERS & BOARDS

- a. Miscellaneous items from the City Attorney: None.
- b. Miscellaneous items from the City Manager: None.
- c. Miscellaneous items from the City Council: None.
 - i. Discussion about scheduling items for future meetings.

7. ADJOURN

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR HAWKINS TO ADJOURN THE AUGUST 20, 2024 SPECIAL MEETING OF THE STILLWATER CITY COUNCIL.

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

The August 20, 2024 special meeting of the Stillwater City Council adjourned at 12:04 p.m.

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED AUGUST 21, 2024 AT 8:00 A.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
SPECIAL MEETING
COMMUNITY CENTER
315 W. 8TH
AUGUST 26, 2024**

**PRESENT: MAYOR WILLIAM H. JOYCE, VICE MAYOR AMY DZIALOWSKI,
COUNCILORS CHRISTIE HAWKINS, KEVIN CLARK AND TIM HARDIN**
ABSENT: NONE

1. CALL MEETING TO ORDER

Mayor Joyce called the meeting to order at 5:30 p.m.

2. GENERAL ORDERS

- a. A study session of the City Council to discuss, consider, and provide possible direction to staff on long-term strategic planning for Parks & Community Resources of the City of Stillwater including a discussion of all parks assets, the Parks & Community Resources budget, the Stillwater Parks Master Plan that was completed in 2022, the municipal pool, aquatics, facilities including the Community Center, Senior Center, Armory Recreation Center, and administration of all city parks, open spaces, and trails including possible discussion of operation, maintenance, acquisition or possible disposal of parks assets.

Assistant City Manager Christy Driskel presented an overview of the Parks System, the previously commissioned Parks and Community Resources Master Plan, staffing and maintenance concerns, inventory of City properties, information updates and options to moving the system forward for the community. She presented a partial timeline of the master plan beginning with the funding allocated to commission the plan in 2021. At the beginning of 2024, staff started focusing more on these community assets and began to dig into the maintenance concerns. Ms. Driskel reported that the sheer volume of the properties and amenities that are city-owned, staffed and maintained is daunting. It is difficult to prioritize funding and staffing so that all properties received the needed care for public enjoyment. She stated that this concern is heightened by new items coming online that will also require attention, focus, future determinations and dollars. Ms. Driskel stated that the purpose of this meeting is to allow open conversation regarding next steps for our parks system, community needs and prioritization of funding and staffing. Ms. Driskel presented an overview of the Master Park & Community Resources Plan. Recommendations included site-specific priorities and needs and overall community best practices and also identified paths forward with operations, staffing, possible funding sources and methods to enhance properties for the community.

Parks and Community Resources Director Barbara Bliss explained the detailed parks inventory as of 2021 and the actions by staff in 2024. Ms. Bliss reported that a pool inspection was done by an external consultant and major concerns and deficiencies were found in both the main pool and children's pool. The consultant highly recommended that both pools be put back in sound condition prior to allowing citizen use. She explained the process and survey of the area of a park where people live and use the park. This approach allows staff to focus on citizen input, data points, costs comparisons, future uses needed in a specific area while still allowing consideration for the entire system needs.

Ms. Driskel stated that it is obvious that great steps must be taken to address the future of the parks system. Without adoption of the master plan or a new direction being provided by Council, staff feels the City is currently ineffective in meeting community needs.

Discussion was held amongst Council.

3. PUBLIC COMMENT

Cathy Bird, 1121 E. Camden, stated she really appreciates all the work being done now because for years the parks have been neglected. She would like for this to continue and not be one study then go away again for another 15-20 years.

Julie Couch, 901 S. Gray, stated that the neglect of parks and recreation has been going on for years and that is what has caused all the maintenance issues now especially with swimming pool. Ms. Couch expressed her concern about a sub-committee with community members not ever being established and her concern about the YMCA taking over the pool.

Roger Gose, 1120 E. Connell Avenue, stated that there used to be a really good Parks & Recreation program but over time Councilors or management did not take care of it. He reported that he was disappointed to hear that funding was taken away from Public Works to Parks because streets need to be fixed as well. He asked if the report states which parks have Land Water Conservation Funds (LWCF) involved because that can cause problems and also if the report contained the utilization rate of the parks. He asked for verification of the cost to repair the swimming pool.

Ms. Driskel addressed Mr. Gose's concern about the funds being taken from Public Works to fund Parks and the discrepancy on the swimming pool repair costs. She also reported that staff does have a list of the inventory for the LWCF and what caveats that were put on those properties.

Jeremy Upshaw, 2213 W. 10th, stated the major thing he has noticed is that there is a disconnect between the people and applying that manpower or volunteer time with the City. He suggested getting community groups or people needing community service hours to be funneled through the parks to help with cleanup and other repairs.

Kathryn Ross, 1015 S. Orchard Street, stated that there are many people that would love to volunteer to help with the cleanup and other things that the parks need. She encouraged staff to find a way to reach out to the community. She expressed her concern over the deterioration of Teal Ridge.

Parks Manager Jim Scott stated that Teal Ridge is privately owned.

Ms. Driskel said it is easier to maintain properties that are closer together for a primary use so there are wins in consolidation. Staff has been looking at the budget gap for a Parks & Recreation department, but it is hard to identify that gap when staff does not know which facilities the City wants to maintain and in what condition.

Discussion was held amongst Council.

Councilor Hardin stated that he understands establishing a vision for the parks system, but there are some immediate issues that need action now.

Mayor Joyce suggested that staff come back to Council with an action plan of five or six things that can be done now and prioritize those things whether funding is available or not and in conjunction with that assuming there will be future funding follow up with a plan for real park planning, vision and improvements.

Vice Mayor Dzialowski stated that it is important to not assume what the people want from the parks system. She also asked staff to follow up and make sure the Senior Center is not funded with Title III funds as those are restricted and any other areas like donations that might be restrictive.

Ms. Bliss clarified that no restricted funds are involved with the Senior Center.

Ms. Driskel stated that she does want citizens to realize that this is an intentional time out for staff to look at what the Comprehensive Plan needs to be for the City's Park system. She stated that 2024 has been a big change for Parks and she thanked Councilor Clark and Vice Mayor Dzialowski for their time to this conversation. Ms. Driskel reported that staff believes this Master Plan is an inventory with guidelines, but it is not the firm direction. Staff requests time to continue with citizen input and the sub-committee to continue working on prioritization of next steps and for the community to understand that this is a work in progress.

Erin Jacoby, 210 S. Husband Street, Apt. 7, asked that staff please remember the people with disabilities and the sidewalk maintenance around these areas when making decisions on the park system.

Councilor Hawkins stated a couple years ago when the lodging tax was increased part of that revenue stream was to come back to the City to go towards tourism and visitor type services and she wondered if that revenue could go to Parks & Recreation.

4. ADJOURN

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ADJOURN THE AUGUST 26, 2024 SPECIAL MEETING OF THE STILLWATER CITY COUNCIL.

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

The August 26, 2024 special meeting of the Stillwater City Council adjourned at 7:06 p.m.

**WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL**

**TERESA KADAVY
CITY CLERK**

REPORT TO: CITY COUNCIL

MEETING DATE: SEPTEMBER 9, 2024



Agenda Item:	3.b. CC-24-108
Previous/Related Action:	None
Background/Issue:	• Charles H Johnson owns property addressed as 513 West 7th Avenue. • Request acceptance of Electric Easement that will allow access for the City of Stillwater to construct and maintain electric services. • The electric easement consists of 450 square feet (0.01 acres).
Proposal/Solution:	Staff recommends acceptance of this dedication of utility easement for electricity.
Financial Source/Impact:	None
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the easement dedication and authorize the Mayor to execute the document.
Prepared By:	Jacquelyn Porter, Planner
Reviewed By:	Jeff Mathews Brady Moore Teresa Kadavy
Submitted By:	Kimberly Meek, City Manager

Attachments

1. 515 W 7th Ave Electric Easement

ELECTRIC EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That the undersigned, **Charles H Johnson**, a individual, certifies he owns and possess all right, title and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit;

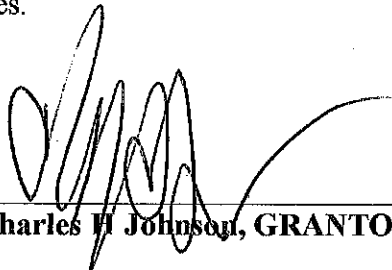
The East Sixty (60) feet of Lots Twenty-two (22), Twenty-three (23), and Twenty-four (24), in Block Twenty-four (24) ORIGINAL TOWN, now City of Stillwater, Payne County, State of Oklahoma, according to the recorded plat thereof.

And further that the undersigned, in consideration of the sum of One Dollar (\$1.00), in hand paid and other goods and valuable consideration, for them, their heirs, successors, executors, administrators, and assigns do hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, an easement for the installation, operation and maintenance of an electric line through, over, under and across the portions of the above-described property dedicated on said recorded plat or instrument for the purpose of electric utility, together with the right of ingress and egress to and from same, for the purpose heretofore stated.

Commencing at the northeast corner of Lot Twenty-four (24) of the recorded plat, ORIGINAL TOWN, City of Stillwater, Payne County, State of Oklahoma; Thence South along the East property line for Fifty-four (54) feet to the Point of beginning; Then run parallel with the property line West for Thirty (30) feet; Thence North Fifteen (15) feet; Thence East Thirty (30) feet; Thence South Fifteen (15) feet back to the Point of Beginning.

The easement contains 450 square feet more or less and is subject to all recorded easements and rights of way thereof.

Except as herein granted, the grantors shall continue to have full use and enjoyment of the properties herein granted or described for appropriate uses. At no time shall the grantors commit a use, occupation or enjoyment thereof that might cause a hazardous condition and no building, structure or obstruction shall be located or constructed on said easement by the grantors, their successors or assigns, nor shall the grantors allow said easement to be encumbered in any way so that the City of Stillwater shall not be afforded access to said electric line at any and all times.



Charles H Johnson, GRANTOR

State of Oklahoma)
)ss.
County of Payne)

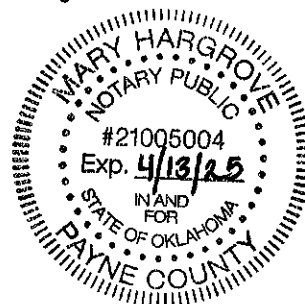
Before me, a Notary Public in and for said County and State on this 13th day of August 2024, personally appeared Charles H Johnson, to me know to be identical person who subscribed the name of the maker thereof to the foregoing instrument as its individual and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.


NOTARY PUBLIC

My Commission Expires: 4/13/2025
My Commission Number: 21005004

(SEAL)



State of Oklahoma)
)ss.
County of Payne)

NOW, on this _____ day of _____, 2024, the City Council of the City of Still, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered electric line easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

WILLIAM JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK
CITY OF STILLWATER

Approved as to form and legality this _____ day of _____, 2024

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

REPORT TO: CITY COUNCIL

MEETING DATE: SEPTEMBER 9, 2024



Agenda Item:	3.c. CC-24-109
Previous/Related Action:	
Background/Issue:	OKC L Dev. LLC is the developer of the Frye Farms development located on the Northeast corner of 32nd Avenue and Western Road. The preliminary plat of Frye Farms development proposed 182 single-family residential lots and four outlots. The Frye Farms Phase One plat was filed in November 2022 with 102 single-family residential lots and one outlot located as the southern portion of the preliminary plat. The improvements for Frye Farms Phase One were presented to the City Council on May 1, 2023, for acceptance. City Staff provided a letter of conditions for the acceptance of the Improvements for Phase One. One of the conditions was to limit the number of building permits issued to 76 building permits until the completion of the required improvements on Western Road. The Traffic Impact Analysis (TIA) that was conducted for the Frye Farms and Park Valley additions identified the necessity for a turn lane to be constructed on Western Road based on the trigger of obtaining more than 76 building permits for the Frye Farm development. The TIA identified required improvements to Western Road and the intersection of 26th Avenue for the Park Valley addition to be triggered at 58 building permits (number of lots for Section 1).
Proposal/Solution:	A development agreement or private-public partnership agreement is being presented between the City and OKC L Dev., LLC., the developer, who agrees that it would be mutually beneficial to make improvements to the City of Stillwater's street infrastructure for the Developer's development of 66.86 acres parcel into 182 single-family residential tracts and 4 outlots known as Frye Farms and IH Development, LLC, Ideal Homes of Norman, LP, & Park Valley Land Fund, LLC's development of 79.55 acres into 301 residential tracts and 8 outlots known as Park Valley Addition located on South Western Road. The developer is agreeing to engineer, design, and construct at no cost to the City the widening of South Western Road along the frontage of the subject properties between West 26th Avenue and West 32nd Avenue to provide turn lanes and all associated work, including incidentals, conducted in compliance with industry standards and all City, County and State standards, codes, policies, and best management practices.

	City Engineering has approved the proposed plans and cost estimate for the construction of the street improvement. The developer has requested that additional building permits be issued. Staff recommends an approval of the attached addendum. Based on the Traffic Impact Analysis, the City has issued 77 of the 101 building permits required to construct Phase 1 of Frye Farms and withheld the remaining 24 building permits until completion of the Street Improvement. At Developer's request, the City hereby agrees to begin issuing the remaining 24 building permits when construction has commenced on the Street Improvement. However, no certificates of occupancy for the related 24 buildings will be issued by the City until the Street Improvement has been completed and accepted by the City.
Financial Source/Impact:	No Financial Impact
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Approve contract between the City of Stillwater and OKC L Dev., LLC for street improvements located on South Western Road between West 26th Avenue and West 32nd Avenue and Addendum thereto and authorize the City Manager to execute.
Prepared By:	Jacquelyn Porter, Planner
Reviewed By:	Jeff Mathews Brady Moore Teresa Kadavy
Submitted By:	Kimberly Meek, City Manager

Attachments

1. CONTRACT SIGNED BY DEVELOPER
2. 2024-09-05 Addendum to PPP Agreement-Frye Farms (003)
3. COST ESTIMATE FRYE FARMS LEFT TURN LANE
4. Frye Farms 1 Rcrd FnlPlt - Color
5. Frye Farms Ph 1 IMP Ltr of Conditions
6. Frye Farms Preliminary Plat 11.13.19

**CONTRACT BETWEEN THE CITY OF STILLWATER AND OKC L DEV., LLC
FOR STREET IMPROVEMENTS LOCATED ON SOUTH WESTERN ROAD
BETWEEN WEST 26TH AVENUE AND WEST 32ND AVENUE**

This Contract is entered into between the City of Stillwater, a municipal corporation (City) and OKC L Dev., LLC (Developer), a limited liability company, on this ____ day of _____, 2024, for Street Improvements.

RECITALS:

Whereas, the City and Developer agree that it would be mutually beneficial to make improvements to the street infrastructure for the Developer's development of the 66.86-acre parcel of 182 single-family residential tracts and 4 outlots known as Frye Farms and IH Development, LLC, Ideal Homes of Norman, LP, & Park Valley Land Fund, LLC's development of 79.55 acres into 301 residential tracts and 8 outlots known as Park Valley Addition located on South Western Road; and

Whereas, Developer agrees to engineer, design and construct at no cost to the City widening of South Western Road along the frontage of the subject properties between West 26th Avenue and West 32nd Avenue to provide turn lanes and all associated work, including incidentals, conducted in compliance with industry standards and all City, County and State standards, codes, policies and best management practices. The anticipated work is shown in the proposed plans attached hereto as Exhibit A, subject to City approval of final plans (hereinafter "the Street Improvement"); and

Whereas, the City desires to support development in the area and support future public safety facility development and access; and

Whereas, the Project is critical to the safety and convenience of the traveling public, and successful development in the area; and

Whereas, it would be beneficial to the City and Public for the City to contract with the Developer for the construction of the Street Improvement; and

Whereas, the City seeks to promote development of the areas along South Western Road where this residential development is located, in order to retain and expand employment, attract major commercial, industrial, retail, entertainment and restaurant investment, enhance the tax base, stimulate economic and residential growth, enhance safety and efficiency for the traveling public and for the residents of the development, improve the quality of life in the City, and strengthen the community; and

Whereas, the Stillwater City Council, as the governing body of the City of Stillwater, is empowered to approve economic development projects in Stillwater; and

Whereas, this agreement will unquestionably contribute to the overall health, safety and welfare of the City of Stillwater by creating an opportunity for residential and commercial development; and

Whereas, economic and residential development are determined to serve the public purpose of promoting the general health, safety and welfare of the citizens of Stillwater; and

Whereas, after the completion and acceptance of the Street Improvement, said Street Improvement shall become a part of the City's Public Infrastructure, under its exclusive control and operation with the further right to make connections and cross-connections, or any other modifications, as it may deem necessary; and

Now therefore, in consideration of the mutual promises, covenants and conditions herein contained and the mutual benefits that will inure to each of the parties herein, City and Developer agree as follows:

AGREEMENTS:

1. Recitals: The above Recitals are incorporated herein by reference as if set forth in full.
2. Developer's Responsibilities: Developer agrees to:
 - a. Contract for all necessary engineering of the Street Improvement, including design plans, right-of-way and easement procurement and acquisition, necessary utility relocation, and construction in accordance with federal, state and local laws, codes, ordinances and the Standard General Conditions of the Construction Contract attached hereto as Exhibit B.
 - b. Pay for the engineering, land acquisition, design and construction costs of the Street Improvement.
 - c. Obtain and convey to the City all rights-of-way and easements necessary for the construction of the Street Improvement before beginning construction of the Street Improvement.
 - d. Design and construct the Street Improvement in accordance with applicable Federal, State, and City of Stillwater laws, codes, standards, regulations and approved plans, including but not limited to permitting, and temporary and permanent traffic control.
 - e. Commence construction of the Street Improvement no sooner than City Engineer approval of submittals, and complete construction within 90 calendar days of commencement.
 - f. Prior to dedication of the Street Improvement infrastructure to the City, provide all documentation necessary, including record drawings, permits, documentation of all necessary testing, and provisions for city inspections, to demonstrate the Street Improvement has been constructed in compliance with requirements.
 - g. Dedicate the Street Improvement infrastructure and sufficient right-of-way (ROW) to the City.

3. Insurance. Developer shall purchase and maintain such liability and other insurance as is appropriate for the work being performed and as will provide protection from claims which may arise out of or result from Developer's performance of the work and Developer's other obligations under this Contract, whether it is to be performed by Developer, any contractor, subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the Street Improvement, or by anyone for whose acts any of them may be liable. Developer shall name the City as additional insured under said policies to the extent the City may be liable under the Governmental Tort Claim Act (51 O.S. 151 et seq.). Prior to the commencement of the Street Improvement, Developer shall submit to the City valid certificates of insurance, policies of insurance and amendatory riders or endorsements to Developer's insurance policies, all in form and substance satisfactory to the City. Failure of City to demand certificates of insurance and/or policies will not constitute a waiver of Developer's responsibility to procure insurance. Nor will review and/or approval by the City in any way relieve Developer of its responsibility for furnishing sufficient amounts and coverage of insurance. Said endorsements or amendatory riders will indicate that with respect to said additional insureds, there will be severability of interests under said insurance policies. The certificates and amendatory riders or endorsements will clearly indicate the specific coverage and will contain a provision requiring the giving of written notice to City at least thirty (30) days prior to the cancellation, non-renewal of any such policies, as evidenced by return receipt of United States Certified Mail.

4. Guarantees. Developer shall furnish a Performance Bond, a Statutory Bond, and a Maintenance Bond in forms reasonably acceptable to the City. Unless a cash bond is posted, the surety on each bond will be a duly authorized surety company satisfactory to the City and licensed to do business in the State of Oklahoma. The amount of each bond will be equal to 100% of the cost of the Street Improvement as shown in an approved cost estimate. At City's sole discretion, the City may accept an

irrevocable letter of credit in lieu of one or more of the bonds required above. Developer shall deliver the required bonds or other approved guarantees to the City at least three days before the commencement of any work at the Street Improvement site.

5. Indemnification: Developer understands and acknowledges that City of Stillwater is a municipal corporation that is funded by its taxpayers and ratepayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Developer harmless for loss, damage, expense or liability arising from or related to this Contract, including any attorney's fees and costs. Developer will indemnify, defend and hold the City, its employees and agents harmless from and against liability for any and all claims, demands, costs, penalties, fees (including without limitation, expert witness and attorneys' fees), damages, and liabilities whatsoever for, among other things, bodily injury, death, property damage, personal injury, economic loss and/or products liability asserted by any third party person or entity, resulting, in whole or in part, from the acts and/or omissions of Developer and/or its employees, directors, agents, subcontractors and/or consultants arising from or connected with Developer's and/or its employees', directors', agents', subcontractors' and/or consultants' performance under this Contract. In addition, Developer shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Contract and the documents incorporated herein. City of Stillwater reserves the right to pursue all legal and equitable remedies to which it may be entitled.

6. This Contract shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the City and Developer nor between the City and any officer, employee, contractor or representative of Developer. No joint employment relationship is created by this Contract.

7. This Contract shall be construed under the laws of the State of Oklahoma. Exclusive Original Jurisdiction for any action relating to this Contract shall be solely in the Payne County District Court of Oklahoma. This Contract constitutes the entire Contract and understanding between the parties, and supersedes all proposals, oral or written, and all other communications between the parties with respect to the subject matter of this Contract. This Contract may be modified only by further written agreement between the parties.

8. If any provision of this Contract shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Contract are intended to be and shall be deemed severable. The parties shall agree, if reasonably practicable, upon provisions which are equivalent from an economic point of view to replace any provision which is determined to be invalid.

9. The parties shall conform to and abide by all Federal, State and local laws and regulations.

10. Any officers and/or authorized employees of the City may enter the premises at any and all reasonable times for the purpose of determining whether Developer is complying with the terms and conditions hereof, or for any purpose incidental to the rights of the City under this Contract.

11. Neither this Contract, nor any of the rights hereunder, shall be sold, assigned or encumbered by the parties without written consent.

12. This Contract may be executed in as many counterparts as are deemed necessary or convenient. Each counterpart shall be deemed an original, but all shall be construed together as one and the same instrument. The failure of any party to sign all counterparts shall not affect or limit the liability of any party executing any such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the dates hereinafter set forth.

Approved as to Form:

City of Stillwater

Kimberly Carnley, City Attorney

Kimberly Meek, City Manager

Attest:

OKC L Dev., LLC

City Clerk [Seal]

Scott Peters, Manger

Date of Execution: _____

Date of Execution: 8/28/24

VERIFICATION

State of Arkansas)
Washington) ss.
County of Payne)

Before me, a Notary Public, on this 28 day of August 2024, personally appeared Scott Peters, known to me to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that they executed the same as there free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

7/3/2026



Mindy Espindola
Notary Public

Exhibit A

APPROVED CONSTRUCTION PLANS FOR SOUTH WESTERN ROAD LEFT TURN LANES
(IMP24-02)

[illegible]

LEFT TURN LANE
TO SERVE
FRYE FARMS
PHASE 2
LANE MILES: 0.45

A PART OF THE SW/4, SECTION 27, T19N, R2E, I.M.
STILLWATER, PAYNE COUNTY, OKLAHOMA

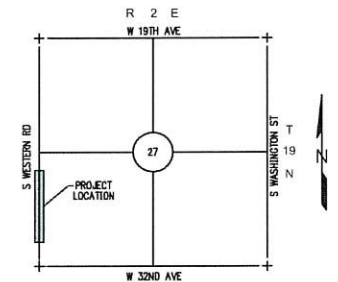
ISSUE FOR CONSTRUCTION

GENERAL NOTES:

1. CONSTRUCTION WILL BE IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" AND 2019 ODOT STANDARD SPECIFICATIONS, A PUBLICATION FURNISHED BY THE CITY OF STILLWATER THAT OUTLINES THE MINIMUM STANDARDS OF WORKMANSHIP, MATERIALS, TESTING, AND METHODS OF CONSTRUCTION EXPECTED IN PUBLIC AND PRIVATE DEVELOPMENT WORK, WITHIN THE STILLWATER LIMITS.
2. ANY PAY QUANTITY ITEM, OR QUALITY TESTING PROCEDURE OUTLINED IN THE CITY'S STANDARDS THAT IS NOT CLEARLY ADDRESSED IN THE ABOVE PAY QUANTITY TABLE, OR THE CONTRACT AGREEMENT BETWEEN DEVELOPER AND CONTRACTOR WILL BE CONSIDERED AS AN INCIDENTAL PAY ITEM, AND WOULD BE IMPLEMENTED AND PAID FOR BY THE CONTRACTOR.
3. TESTING OF MATERIALS & WORKMANSHIP SHALL BE UNDERTAKEN AS OUTLINED IN THE CITY'S STANDARDS, RESULTS SHALL BE PROVIDED TO THE CITY ENGINEER OR HIS DESIGNATED REPRESENTATIVE IN A TIMELY FASHION. THE CONTRACTOR SHALL COORDINATE AND FACILITATE THE DUTIES OF THE CITY'S DESIGNATED REPRESENTATIVE DURING CONSTRUCTION.
4. TRAFFIC CONTROL, AS OUTLINED BY THE CITY'S STANDARDS AND THE PUBLICATION "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS", WILL BE IMPLEMENTED. THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REPLACEMENT AND/OR REPAIR OF ALL TRAFFIC CONTROL DEVICES AND APPURTENANCES DAMAGED OR DISTURBED DUE TO CONSTRUCTION.
5. A NOTICE OF INTENT (NOI) SHOULD BE SUBMITTED 30 DAYS PRIOR TO THE INITIAL DISTURBANCE OF SOILS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PLACEMENT, REPLACEMENT OR REPAIR OF ALL EROSION CONTROL DEVICES DAMAGED DUE TO CONSTRUCTION.
7. A COPY OF THE EROSION CONTROL SITE PLAN MUST BE ON SITE AT ALL TIMES AND MADE AVAILABLE TO THE INSPECTOR UPON REQUEST.
8. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ALL PAVEMENT MARKINGS THAT WILL BE IN CONFLICT WITH THE PROPOSED WORK.
9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF STILLWATER STANDARD SPECIFICATIONS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL UTILITIES, EITHER PUBLIC OR PRIVATE, AND SHALL SATISFY HIMSELF AS TO THEIR ACTUAL LOCATION PRIOR TO COMMENCING CONSTRUCTION.
11. THE USGS 7.5 MINUTES QUADRANGLE SHEETS INDICATE THAT 'WATERS OF THE UNITED STATES' AND 'WETLANDS' EXIST WITHIN THIS PROJECT AREA. THE ISSUE OF 'WATERS OF THE UNITED STATES' AND 'WETLANDS' FALLS UNDER THE CORP OF ENGINEERS (COE) TULSA DISTRICT REGULATORY DIVISION, BUT THE CITY IS OBLIGATED TO INSURE THAT ALL NECESSARY STATE AND FEDERAL PERMITS HAVE BEEN OBTAINED, PURSUANT TO 44 CFR 60.3. THEREFORE, THE APPLICANT IS REQUIRED TO SUBMIT DOCUMENTATION FROM THE COE SHOWING COE APPROVAL FOR THE PROPOSED WORK.
12. CONSTRUCTION ACTIVITIES THAT RESULT IN LAND DISTURBANCE OF EQUAL TO OR GREATER THAN ONE (1) ACRE, OR LESS THAN ONE (1) ACRE IF THEY ARE PART OF A LARGER COMMON PLAN OF DEVELOPMENT OR SALE THAT TOTALS AT LEAST ONE (1) ACRE MUST ALSO OBTAIN A PERMIT FROM ODEQ (form 605-002a) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES. THIS MEANS THAT LAND DISTURBING ACTIVITIES OF ONE (1) ACRE OR MORE MUST PERMIT WITH ODEQ AND THE CITY OF STILLWATER, STORM WATER QUALITY.
13. ALL PIPE AND CONCRETE BOX CULVERT JOINTS ARE TO CONTAIN THE APPROPRIATE GASKET OR JOINT MATERIAL. RCP WITH "O" RINGS AND ALUMINIZED CORRUGATED METAL PIPE WITH "GASKETS" SHALL BE INSTALLED UNDER STREETS AND ROADWAYS, NEXT TO CURBS, AND BETWEEN HOUSES. ALL JOINTS ON RCP, RCB, AND CMP SHALL BE WRAPPED WITH A TWO FOOT WIDE FILTER FABRIC STRIP AROUND THE JOINT AND OVERLAPPING TWO FEET.
14. THE CONTRACTOR SHALL ONLY PROVIDE A CURB DEPRESSION WHERE HANDICAP RAMPS ARE SHOWN ON THE CONSTRUCTION PLAN. HANDICAP RAMP TO BE CONSTRUCTED BY OTHERS AT THE TIME OF SIDEWALK CONSTRUCTION.
15. 63 OKLAHOMA STATUTE ANNOTATED 635.981: ACTIVITY WITHIN SIX FEET OF HIGH VOLTAGE OVERHEAD LINE OR CONDUCTOR PROHIBITED: NO PERSON, FIRM, CORPORATION OR ASSOCIATION SHALL, INDIVIDUALLY OR THROUGH AN AGENT OR EMPLOYEE AND NO PERSON AS AN AGENT OR EMPLOYEE OF ANY PERSON, FIRM, CORPORATION OR ASSOCIATION, SHALL PERFORM OR PERMIT ANY AGENT OR EMPLOYEE TO PERFORM ANY FUNCTION OR ACTIVITY UPON ANY LAND, BUILDING, HIGHWAY, OR OTHER PREMISES, WHEN IT IS POSSIBLE DURING THE PERFORMANCE OF SUCH ACTIVITY FOR ANY PERSON OR EMPLOYEE ENGAGED IN PERFORMING WORK CONNECTED WITH OR RELATED TO SUCH FUNCTION OR ACTIVITY TO MOVE TO OR TO BE PLACED IN A POSITION WITHIN SIX (6) FEET OF ANY HIGH VOLTAGE OVERHEAD ELECTRICAL LINE OR CONDUCTOR, OR WHEN IT IS POSSIBLE FOR ANY PART OF ANY TOOL, EQUIPMENT, MACHINERY OR MATERIAL TO BE USED BY ANY SUCH PERSON OR EMPLOYEE TO BE BROUGHT WITHIN SIX (6) FEET OF ANY SUCH OVERHEAD HIGH VOLTAGE LINE OR CONDUCTOR THROUGH ANY LATERAL, VERTICAL OR SWINGING MOTION DURING THE PERFORMANCE OF SUCH FUNCTION OR ACTIVITY.

Reviewed for Code Compliance
WBM 2024 Jun 14

DETAILS	
STD-3702	ARTERIAL STREET
STD-3706	URBAN RESIDENTIAL DRIVEWAY AND CURB CUT



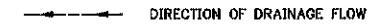
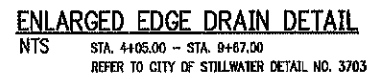
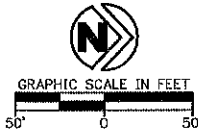
LOCATION MAP
SCALE: 1" = 2000'

SHEET INDEX													
SHEET NO.	DESCRIPTION												
C-001 C-101 C-102 C-103 C-104 C-105 C-106 C-107 C-108 C-109 C-110 C-201 C-202 C-203 C-501 C-502 C-800 C-801 C-802 C-803 C-804 C-805 C-806	COVER OVERALL PAVING PLAN SIGNING & STRIPING PLAN POST-DEVELOPMENT DRAINAGE PLAN TYPICAL ADVANCE WARNING SIGNS TRAFFIC CONTROL PHASE 1 (1) TRAFFIC CONTROL PHASE 1 (2) TRAFFIC CONTROL PHASE 2 (1) TRAFFIC CONTROL PHASE 2 (2) TRAFFIC CONTROL PHASE 3 (1) TRAFFIC CONTROL PHASE 3 (2) PAVING (1) PAVING (2) PAVING (3) EROSION CONTROL NOTES EROSION CONTROL PLAN CROSS SECTION (1) CROSS SECTION (2) CROSS SECTION (3) CROSS SECTION (4) CROSS SECTION (5) CROSS SECTION (6) CROSS SECTION (7)												
ONE CALL UTILITY LOCATION NUMBER													
840-5032 1-800-522-6543	This number is to be used for information on the location of all underground utilities. Contact this number and other numbers specified in the plans prior to any excavation.												
 Crafton Tull architecture engineering surveying 405.787.5270 405.787.5275 www.craftontull.com COPY: NAME OF SUBSCRIBER: 1-800-522-6543 (800) 522-6543	SUBMITTAL DATES TO CITY OF STILLWATER <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black; width: 60%;">CHECK PRINT #1</td> <td style="border-bottom: 1px solid black; width: 40%;">2/7/2022</td> </tr> <tr> <td></td> <td style="text-align: center; font-size: small;">Date</td> </tr> <tr> <td style="border-bottom: 1px solid black;">CHECK PRINT #2</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td></td> <td style="text-align: center; font-size: small;">Date</td> </tr> <tr> <td style="border-bottom: 1px solid black;">FINAL PLANS</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td></td> <td style="text-align: center; font-size: small;">Date</td> </tr> </table>	CHECK PRINT #1	2/7/2022		Date	CHECK PRINT #2			Date	FINAL PLANS			Date
CHECK PRINT #1	2/7/2022												
	Date												
CHECK PRINT #2													
	Date												
FINAL PLANS													
	Date												
PREPARED BY: MICHAEL WILLIAMS (405) 787-6270 REGISTERED PROFESSIONAL ENGINEER RENEWAL DATE: <u>04/30/2025</u>	CONSTRUCTION MUST BEGIN WITHIN ONE (1) YEAR FROM THE DATE OF APPROVAL, OR THAT APPROVAL IS WITHDRAWN. DEPARTMENT OF CITY ENGINEERING												
05-14-2024  <i>Michael Williams</i>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black; width: 60%;">Field Checked by:</td> <td style="border-bottom: 1px solid black; width: 40%;">Date:</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Checked by:</td> <td style="border-bottom: 1px solid black;">Date:</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Checked by:</td> <td style="border-bottom: 1px solid black;">Date:</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Checked by:</td> <td style="border-bottom: 1px solid black;">Date:</td> </tr> </table> APPROVED: <table style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="border-bottom: 1px solid black; width: 60%;">City Engineer</td> <td style="border-bottom: 1px solid black; width: 40%;">Date:</td> </tr> </table>	Field Checked by:	Date:	Checked by:	Date:	Checked by:	Date:	Checked by:	Date:	City Engineer	Date:		
Field Checked by:	Date:												
Checked by:	Date:												
Checked by:	Date:												
Checked by:	Date:												
City Engineer	Date:												
PAVING & DRAINAGE PLANS TO SERVE FRYE FARMS PHASE 2													
CITY OF STILLWATER													

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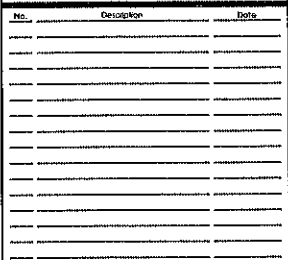
PRELIMINARY PLANS

C-101





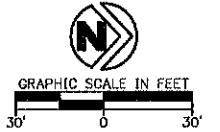
Key Plan



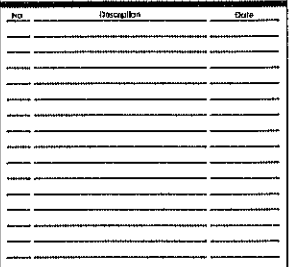
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C-102

DEADLINE: 5:30PM LAST DAY FOR SUBMISSION OF ALL INFORMATION: 11:59PM LAST DAY FOR SUBMISSIONS & STOPPING INFO
 PAYMENT: NONE NO STOPPING FEE LAST DAY: 5:30PM, 6/20/24 12:00PM
 CONTACT: RESEARCHER: 1-800-451-2263, 1-800-451-2263, 1-800-451-2263, 1-800-451-2263, 1-800-451-2263, 1-800-451-2263



Key Plan



PROJECT NO: 20614600
ISSUE DATE: 3/17/2023
CONTACT: MICHAEL WILLIAMS
CHECKED BY:

C-103

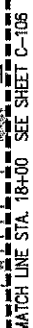
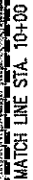
Key Plan

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PRELIMINARY PLANS

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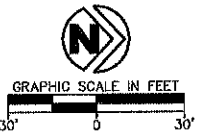
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 CONTACT: MICHAEL WILLIAMS
 CHECKED BY:

PRELIMINARY PLANS

TRAFFIC CONTROL PHASE 1 (1)

C-105



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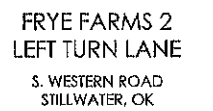


- WORK AREA

C-108



1. MOVE TRAFFIC ONTO NEWLY WIDENED PAVEMENT AND TEMPORARY ASPHALT WIDENING ON THE EAST SIDE OF S. WESTERN AVE.
2. CONSTRUCT PROPOSED PAVEMENT AND ON THE WEST SIDE OF S. WESTERN RD.
3. REMOVE TEMPORARY PAVEMENT WIDENING AND INSTALL PERMANENT STRIPING.



Key Plan

No.	Description	Date
1	Balance carried over from previous year	01/01/2010
2	Income from operations	01/01/2010
3	Interest income	01/01/2010
4	Dividend income	01/01/2010
5	Capital gains	01/01/2010
6	Other income	01/01/2010
7	Expenses	01/01/2010
8	Interest expense	01/01/2010
9	Other expenses	01/01/2010
10	Net income	01/01/2010
11	Retained earnings	01/01/2010
12	Dividends paid	01/01/2010
13	Other adjustments	01/01/2010
14	Balance forward	01/01/2010
15	Balance backward	01/01/2010

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PROJECT NO: 20614600

ISSUE DATE: 3/17/2023
CONTACT: MICHAEL WILLIAMS

CHECKED BY: _____

PRELIMINARY PLANS

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C-110



NOTES:
FINAL 2" COURSE (NEW/MILL. & OVERLAY) MUST OCCUR IN 1 OPERATION
COVERING THE CLEAN-EDGE SAW JOINT.

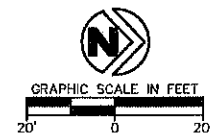
TEMPORARY LANES FOR TRAFFIC FLOW SHALL BE A MINIMUM 10' CLEAR BETWEEN THE BASES OF THE TRAFFIC CONTROL DEVICES.

SEQUENCE OF CONSTRUCTION:
PHASE 3 - ANTICIPATED TIME FOR PHASE 3 = 21 DAYS

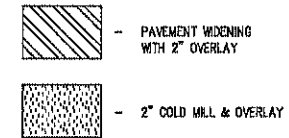
1. MOVE TRAFFIC ONTO NEWLY WIDENED PAVEMENT AND TEMPORARY ASPHALT WIDENING ON THE EAST SIDE OF S. WESTERN AVE.
2. CONSTRUCT PROPOSED PAVEMENT AND ON THE WEST SIDE OF S. WESTERN RD.
3. REMOVE TEMPORARY PAVEMENT WIDENING AND INSTALL PERMANENT STRIPING.

LEGEND

-  - CHANNELIZER CONES
-  - DRUMS
-  - TYPE III BARRICADE
-  - TEMPORARY WIDENING
-  - WORK AREA



S WESTERN ROAD PLAN

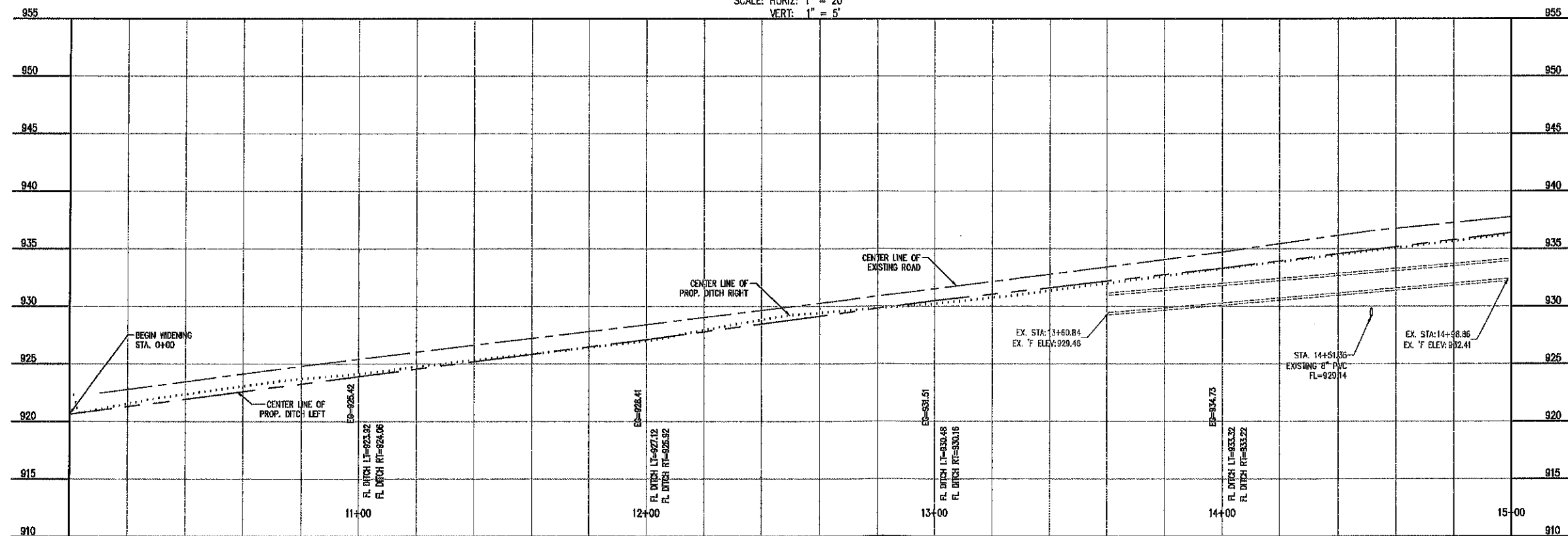


LEGEND

WATER LINE	W
SANITARY SEWER LINE	SS
EX. @ OF CONST. --	
EX. LT. --	
EX. RT. --	
GAS --	G
ONE -	ONE
UGT -	UGT
POWER POLE -	PP

S WESTERN ROAD PROFILE

SCALE: HORIZ: 1" = 20'
VERT: 1" = 5'



FRYE FARMS 2
LEFT TURN LANE
S. WESTERN ROAD
STILLWATER, OK

Key Place

[illegible]

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SRG DATE: 3/17/2023
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PRELIMINARY PLANS

PAVING (1)

C-201



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PRELIMINARY PLANS

PAVING (2)

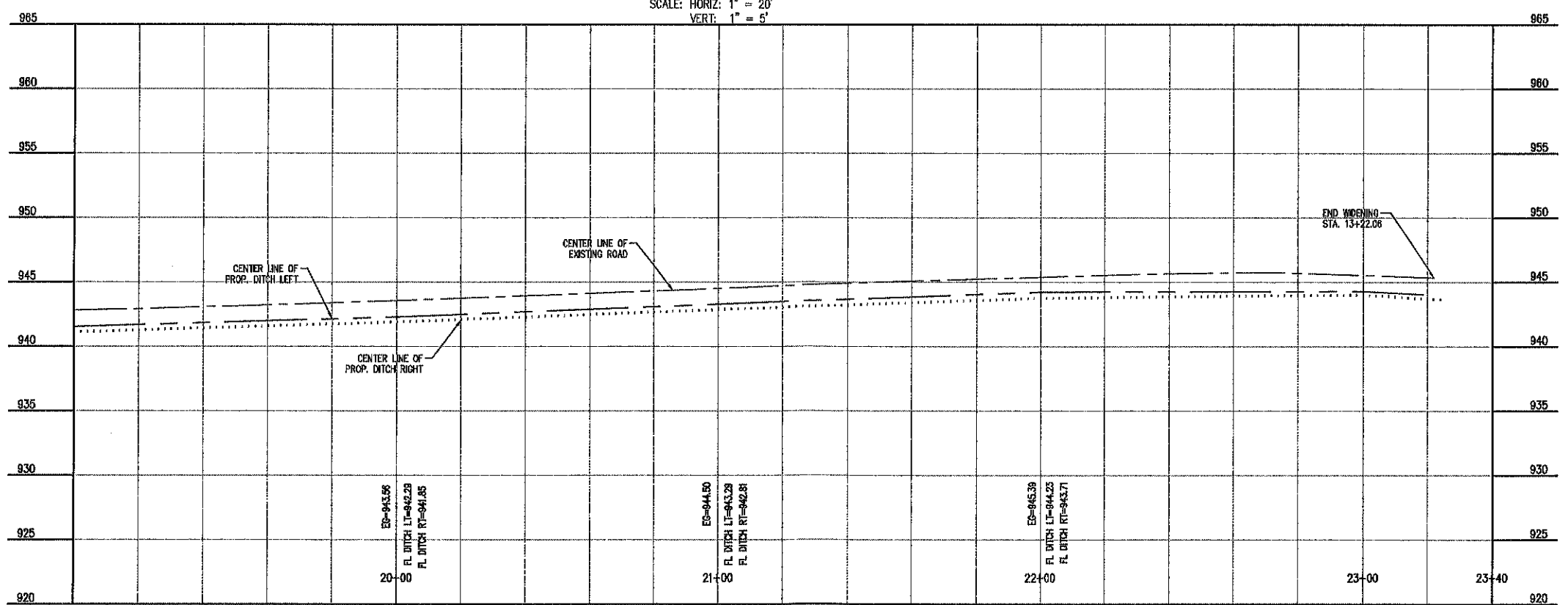
C-202

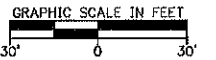
Key Point

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PRELIMINARY
PLANS

C-203





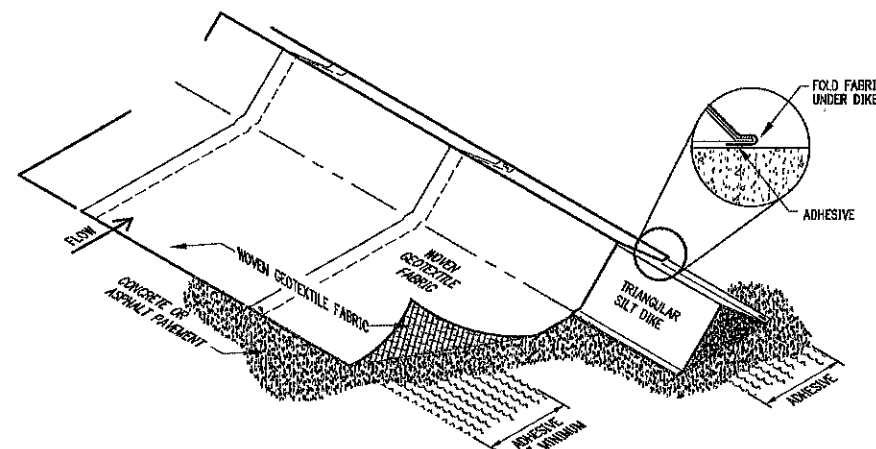
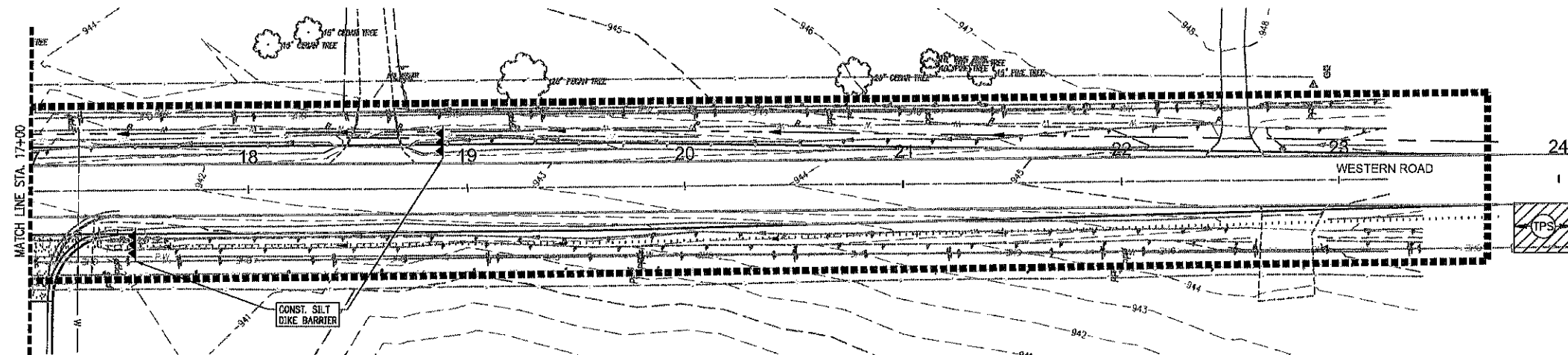
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EROSION CONTROL PLAN

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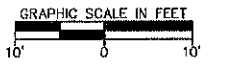
SILT DIKE (FOR CONTINUOUS BARRIER)
NTS

 TPS **TEMPORARY PARKING AND STORAGE**

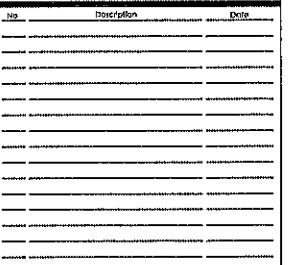
LIMITS OF DISTURBANCE

**NOTE: EROSION BARRIER MAY INCLUDE
SILT FENCE, ROCK BAGS, TRIANGULAR
SILT DIKE OR 50 FT. ESTABLISHED
VEGETATIVE BARRIER.**

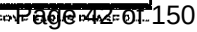
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE TO APPLICABLE SECTIONS OF THE CODE OF ORDINANCES OF THE CITY OF STILLWATER.
2. PRIOR TO ANY CONSTRUCTION THE CONTRACTOR SHALL INSTALL THE SILT SCREENING, AS SHOWN OR ANY OTHER EROSION & SILTATION MEASURES NECESSARY TO STOP ANY SEDIMENT PRODUCED DURING SOIL DISTURBING ACTIVITIES.
3. DURING ALL SOIL DISTURBING ACTIVITIES, THE CONTRACTOR WILL TAKE APPROPRIATE STEPS USING ACCEPTED CONSTRUCTION METHODS TO MINIMIZE THE TIME OF EXPOSURE TO RAINFALL. PARTICULAR CARE MUST BE EXERCISED WHEN DEALING WITH STOCKPILES OF TOPSOIL OR FILL MATERIALS AND WITH SOIL ON SLOPES. THE CONTRACTOR WILL MAINTAIN A LOG OF THE DATES OF ALL MAJOR GRADING AND SILT DISTURBANCE ACTIVITIES AND OF THE INSTALLATION OF ALL MANAGEMENT PRACTICES OR CONTROL MEASURES.
4. FOLLOWING THE COMPLETION OF THE CONSTRUCTION ALL DISTURBED SOIL WILL BE RESTORED BY APPROPRIATE METHODS (I.E. SODDING, SPRIGGING AND/OR SEEDING OF GRASS) TAKING CARE TO STABILIZE SLOPES TO THEIR FINAL GRADE. ALL TEMPORARY CONTROL MEASURES WILL BE REMOVED.
5. THE CONTRACTOR SHALL CONSTRUCT CONSTRUCTION ENTRANCE'S AT LOCATION SHOWN.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ALL EROSION CONTROL DEVICES DAMAGED DUE TO CONSTRUCTION.
7. THE CONTRACTOR SHALL COMPLY WITH ALL RULES, REGULATIONS AND/OR LAWS PERTAINING TO EROSION AND SILTATION CONTROL AS THEY APPLY TO THE PAVING AND DRAINAGE PROJECT.
8. A COPY OF THE EROSION CONTROL SITE PLAN MUST BE ON THE SITE AT ALL TIMES AND AVAILABLE TO THE INSPECTOR UPON REQUEST.
9. 18" SOD ALONG ALL DITCH LINES.

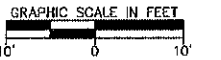


Key Plans



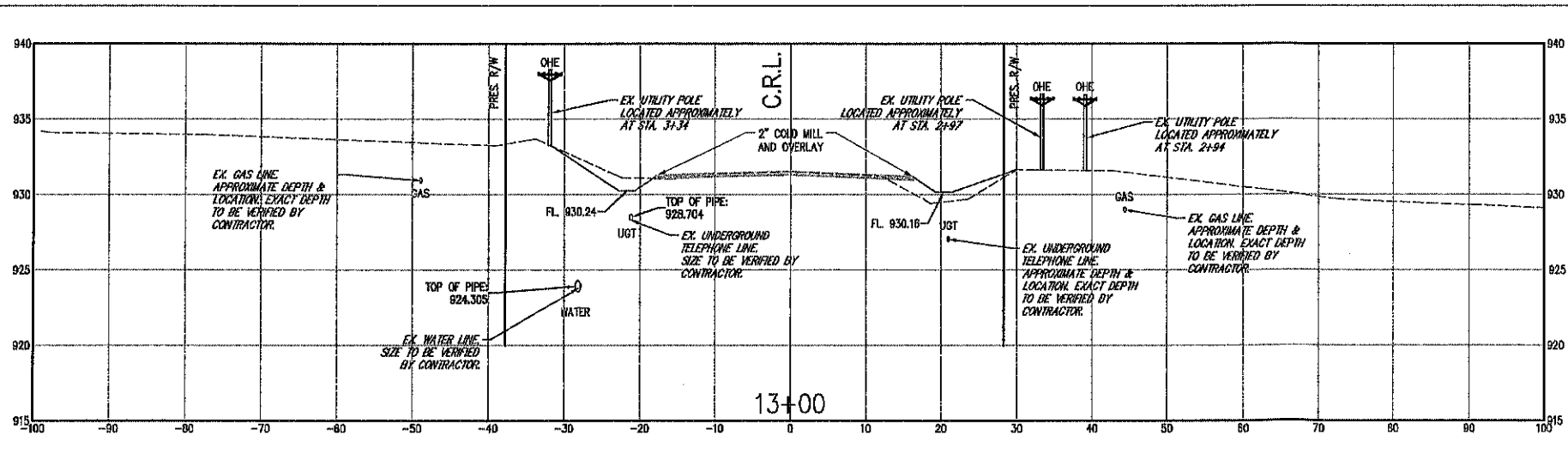
C-800

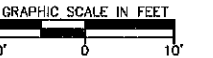
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Key Plans

C-801





FRYE FARMS 2
LEFT TURN LANE
S. WESTERN ROAD
STILLWATER, OK

[illegible]

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ISSUE DATE: 3/17/2023
CONTACT: MICHAEL WILLIAMS
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PRELIMINARY PLANS

CROSS SECTION (3)

C-802

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FRYE FARMS 2
LEFT TURN LANE
S. WESTERN ROAD
STILLWATER, OK

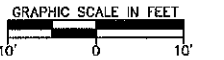


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PRELIMINARY PLANS

CROSS SECTION (4)

C-803

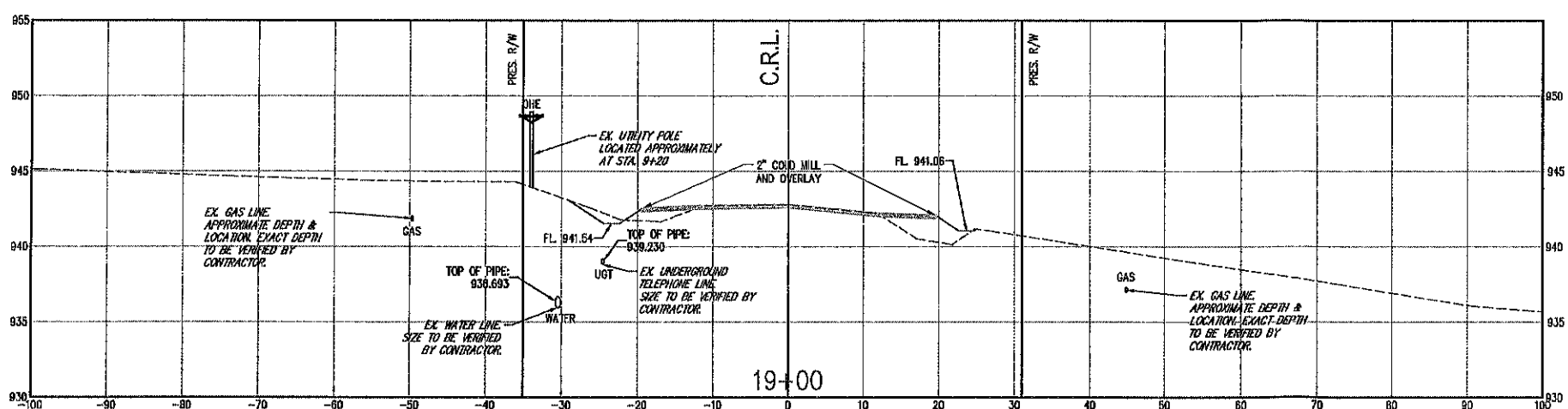


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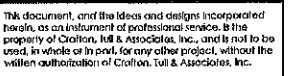
PRELIMINARY PLANS

C-804



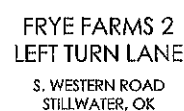


Key Plan



C-805

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ISSUE DATE: 3/17/2023
CONTACT: MICHAEL WILLIAMS
CHECKED BY:

PRELIMINARY PLANS

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CROSS SECTION (7)

C-806

EXHIBIT B

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

EXHIBIT B

CONTRACT BETWEEN THE CITY OF STILLWATER AND OKC L Dev., LLC
FOR STREET IMPROVEMENTS LOCATED ON SOUTH WESTERN ROAD
BETWEEN WEST 26TH AVENUE AND WEST 32ND AVENUE

STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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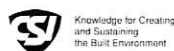
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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Owner which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the

Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment ~~as evidenced by Engineer's written recommendation of final payment.~~

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer* --The individual or entity named as such in the Agreement as the "Engineer of Record". For purposes of this Agreement, Owner is the Engineer. Whenever Engineer is used it shall be interpreted to mean Owner.

20. *Field Order*--A written order issued by Engineer/Owner which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and

duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer and/or Owner who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof. The Work shall not be considered substantially complete unless damages to all third party assets and/or services including, but not limited to utilities and utility services, landscaping, fences, driveways, walkways, structures, buildings, facilities, improvements and/or appurtenances of any kind have been repaired and restored to the satisfaction of the third party and/or Owner and no reasonable (in the opinion of Owner) claim or potential claim against the Contractor and/or Owner for Contractor damages remains outstanding.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer (if review is requested by Owner) ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer and/or Owner. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer and/or Owner as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

c. has been damaged prior to Owner's approval of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Within 15 days of Notice of Award, Contractor shall deliver to Owner, Engineer, and any other additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which may be reasonably requested) which Contractor is required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the ~~thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.~~

2.04 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Owner for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 Preconstruction Conference

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, including the project superintendent, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records. The Owner will designate the time and location of the conference.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Owner as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Owner.

1. The Progress Schedule will be acceptable to Owner if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Owner responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefore.

2. Contractor's Schedule of Submittals will be acceptable to Owner if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Owner as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer and/or Owner as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Owner any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Owner in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

- a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership—rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price and Contract Time may only be changed by a Change Order. Any claim for an adjustment in the Contract Price or Contract Time shall be based on written notice by Contractor to the Owner submitted in accordance with the provisions of Paragraph 10.05. The Contract Price or the Contract Times, or both, may be adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or

both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be

responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. Contractor shall make such request for an adjustment in Contract Price or Contract Time in accordance with provisions of Article 12. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Engineer shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Owner whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel under the direct supervision of a Professional Land Surveyor, Licensed to practice in the State of Oklahoma."

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in

Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

GH. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance, maintenance, and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of

the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner/Engineer, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner, Engineer, or any other additional insured) which Contractor is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary

Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

C. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under paragraphs 5.04.A.1 and A.2 of the General Conditions:

a. State:	Statutory
b. Applicable Federal (e.g., Longshoreman's):	Statutory
c. Employer's Liability:	\$500,000.00
Aggregate Comprehensive	\$1,000,000.00

2. Contractor's General Liability under paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages:

a. General Aggregate \$1,000,000.00

b. Products -
Completed Operations Aggregate \$1,000,000.00

c. Personal and
Advertising Injury \$1,000,000.00

d. Each Occurrence
(Bodily Injury and
Property Damage) \$500,000.00

e. Property Damage liability insurance will provide
Explosion, Collapse, and Underground coverages
where applicable.

f. Excess or Umbrella Liability
General Aggregate \$1,000,000.00
Each Occurrence \$1,000,000.00

3. Automobile Liability under paragraph 5.04.A.6. of the General Conditions:

a. Bodily Injury:	
Each person	\$300,000.00
Each Accident	\$1,000,000.00

b. Property Damage:	
Each Accident	\$500,000.00

c. Combined Single Limit of \$1,000,000.00

4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

a. Bodily Injury:	
Each accident	\$500,000.00

Annual Aggregate	\$1,000,000.00
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b. Property Damage:	
Each Accident	\$500,000.00
Annual Aggregate	\$1,000,000.00

5. The following entities are to be included on the policy as additional insureds and ~~also be~~ certificate holders:

City of Stillwater, Oklahoma
Stillwater Utilities Authority

6. Owner, the City of Stillwater, Oklahoma, is a municipal corporation and notwithstanding any insurance coverage contained herein, does not waive any of the defenses or protection afforded it under the Oklahoma Governmental Tort Claims Act, Title 51 Oklahoma State Statutes, Section 151 et seq. Owner shall be included on Engineer's Contractor's insurance policies as an additional insured and shall be a certificate holder provided, however, that the amount of coverage for Owner on the said insurance policies for any liability on claims that are within the scope of the Oklahoma Governmental Tort Claims Act shall not exceed:

— Twenty five thousand dollars (\$25,000) for any claim or to any claimant who has more than one claim for loss of property arising out of a single act, accident, or occurrence;

— One hundred twenty five thousand dollars (\$125,000) to any claimant for a claim for any other loss arising out of a single act, accident, or occurrence;

One million dollars (\$1,000,000) for any number of claims arising out of a single act, accident, or occurrence.

Contractor shall, prior to commencement of work, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be cancelled without at least thirty days' written notice to Owner.

5.05 Owner's Liability Insurance

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 Property Insurance

A. Contractor shall purchase and maintain property insurance upon the Work at the Site and the amount of the full replacement cost thereof. This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, Engineer, Engineer's Consultants and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents and other consultants and

subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Whenever the aggregate amount of equipment such as pumps, compressors, process equipment, motors, switchgear, transformers, panel board, control equipment, valves, fittings, pipe, or similar equipment may exceed \$10,000 the Contractor shall obtain insurance which shall protect Contractor, Owner, Engineer, and any other additional insureds from all insurable risks of physical loss or damage to materials and equipment not otherwise covered under builder's risk (if obtained), while in warehouses or storage areas, during installation, during testing, and after the Work is completed. It shall be of the "all risks" type, with coverages designed for the circumstances which may occur in the particular Work included in this Contract. The coverage shall be for an amount not less than the insurable value of the Work at completion, less the value of the materials and equipment insured under builder's risk insurance. The value shall include the aggregate value of the Owner-furnished equipment and materials to be erected or installed by Contractor.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will

contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. Installation floater insurance shall provide for losses to be payable to Contractor, Owner, Engineer, and any other additional insureds as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor, Owner, and Engineer.

F. Certificates of insurance covering installation floater insurance shall quote the insuring agreement and all exclusions as they appear in the policy; or in lieu of certificates, copies of the complete policy may be submitted.

G. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by Contractor in accordance with paragraphs 5.04 and 5.06 will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty days' prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

H. Property insurance will be in the completed value form and will provide coverage to the full limit. The deductible amount for either the builders risk and installation floater property insurance policies shall not exceed \$500 and the Contractor shall be responsible for any deductible or self-insured retention. Property insurance to be purchased by the Contractor shall remain in effect until final payment.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional

insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

5.08 *Receipt and Application of Insurance Proceeds (Not Used)*

5.09 *Acceptance of Bonds and Insurance; Option to Replace (Not Used)*

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before

the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

C. Until formal written acceptance by Owner, the work shall be under the charge and care of Contractor. Contractor shall take every necessary precaution to prevent injury or damage to the work or any part thereof by the action of the elements or any other cause whatsoever, whether arising from the execution or non-execution of the work. Contractor shall at his own expense rebuild, repair, restore, and make good all injuries or damage to any portion of the work occasioned by any of the foregoing causes before formal acceptance of the work by Owner.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be

performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent given after prior written notice to Owner.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Owner, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Owner for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is

permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. "Or-Equal" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or

procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if

Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer and/or Owner through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of

Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility

owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work, including those which may be enacted during the course of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Unless otherwise provided, Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

B. Owner is exempt from Oklahoma sales and use tax. An Appointment of Agent letter stating such will be given to the Contractor upon return of executed contract documents to the Contractor

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or

to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Owner and/or Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, including but not limited to the requirements of the United States Occupational Safety and Health Administration. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Owner has issued a notice to Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the

use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with

the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Owner and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Owner or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 Indemnification See Supplementary Conditions

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of

damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or permit other work performed by utilities, existing right-of-way or easement users, or adjacent property owners.

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Owner and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Owner in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor (Not Used)*

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish

reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance (Not Used)*

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. The duties and responsibilities and the limitations of authority of Engineer during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding, with concurrence by Owner, on Contractor, who shall perform the Work involved promptly. If Owner or Contractor

believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Owner and/or Engineer will have authority to reject Work which Owner and/or Engineer believes to be defective, or that Owner and/or Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Owner and/or Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Owner will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Owner will review with Contractor Owner's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Owner's written decision thereon will be final and binding (except as modified by Owner to reflect changed factual conditions or more accurate data) upon Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question. At the request of Owner, Engineer shall serve as interpreter of

the requirements of the Contract Documents and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer/Owner will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer/Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer/Owner will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review (if requested by Owner) of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of in-

specifications, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties; and

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

~~3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change~~

~~Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.~~

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision:* Any Claim, except those waived pursuant to Paragraph 14.09, may be referred to the Engineer for decision at Owner's discretion.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the Contractor to Owner promptly (but in no event later than 7 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the Contractor. Notice of the amount or extent of the Claim, with supporting data shall be delivered to Owner within 30 days after the start of such event (unless Owner allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event.

C. *Owner's Action:* Owner will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the Contractor that the Owner is unable to resolve the Claim if, in the Owner's sole discretion, it would be inappropriate for the Owner to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Owner does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Owner's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Contractor.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer (if requested by Owner), which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer (if requested by Owner), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of

property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Owner an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation-, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Owner subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the Contractor to the Owner in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the Contractor to the Owner in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the

Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in Paragraph 12.02.A. If abnormal weather conditions, as described in paragraph 12.03D, have prevented progression of work, Contractor must submit to Owner a written request for a change to the contract times within seven days of the end of that month (rather than within 7 days of the delaying event, as required in Paragraph 10.05). Owner reserves the right to deny such requests not submitted within the specified time. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

~~BC.~~ Compensation for delays shall not exceed five hundred (\$500.00) dollars per day and shall be strictly limited to equipment on site and deemed necessary by Owner for execution of PROJECT at the time of the delay. Rates of equipment claim shall not exceed FEMA's Schedule of Equipment Rates as published on the following web-site on the day of bid opening:

<https://www.fema.gov/assistance/public/schedule-equipment-rates>

~~CD.~~ If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.D. Abnormal weather conditions shall be as defined as those days or partial days meeting one or more of the four criteria described in 1999 ODOT Standard Specifications Section 108.07(b).

~~DE.~~ Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

~~EF.~~ Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

~~FG.~~ Owner and Contractor recognize that time is of the essence for this Agreement and that Owner will suffer financial loss if the work is not substantially complete with the time specified in the Agreement and any extensions thereof allowed in accordance with Article 12 of the General Conditions. They 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 substantially complete on time. ~~Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay but not as penalty, Contractor shall pay Owner for each day that expires after the time specified in the Agreement and any extensions allowed in accordance with Article 12.~~

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at all times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. Contractor shall give Owner timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Owner the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Owner, it must, if requested by Owner, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Owner timely notice of Contractor's intention to cover the same and Owner has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Owner, it must, if requested by Owner, be uncovered for Owner's observation and replaced at Contractor's expense.

B. If Owner considers it necessary or advisable that covered Work be observed by Owner or inspected or tested by others, Contractor, at Owner's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Owner may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but

not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be

defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work and the diminished value of the Work to the extent

not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Owner's approval of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Owner to correct defective Work or to remove and replace rejected Work as required by Owner in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the

performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Owner. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 30 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Owner for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as provided in Oklahoma state law. ~~will be as stipulated in the Agreement.~~

B. Review of Applications

1. Owner will, within 10 days after receipt of each Application for Payment, either approve payment or return the Application to Contractor indicating in writing Owner's reasons for refusing to approve payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

~~23.~~ By recommending any such payment Engineer/Owner will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

~~34.~~ Neither Engineer's nor Owner's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation and/or Owner's approval of any payment, including final payment, will impose responsibility on Engineer and/or Owner:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

~~45.~~ Owner may refuse to approve payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Owner's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09;

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.; or

~~e. liability for liquidated damages has been incurred by Contractor;~~

f. Surety has not provided written authorization to Owner/Engineer to reduce retainage;

g. Engineer or Owner has received instructions from Surety regarding payments; or

h. If in the opinion of the Owner the work is substantially behind the Contractor's initial progress schedule or it is the opinion of the Owner that it is unlikely that Contractor can complete the work within the time specified in the contract documents, then the Owner may refuse to reduce ~~recommend reduction of retainage below 10%, or if it has been reduced below 10% the Owner may recommend that the retainage be increased to 10%.~~

C. Payment Becomes Due

1. Thirty days after presentation of the Application for Payment to Owner the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount, Owner will give Contractor immediate written notice stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount

wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Owner issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner and Contractor shall make an inspection of the Work to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Contractor in writing giving the reasons therefor.

C. If Owner considers the Work substantially complete, Owner will deliver to Contractor a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment.

~~DE.~~ Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 Partial Utilization

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner and Contractor shall make an inspection of that part of the Work to determine its status of completion. If Owner does not consider that part of the Work to be substantially complete, Owner will notify Contractor in writing giving the reasons therefor. If Owner considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Owner will promptly make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. Application for Payment

1. After Contractor has, in the opinion of Owner, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

- a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
- b. consent of the surety, if any, to final payment;
- c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Owner's Review of Application and Acceptance

1. If, on the basis of Owner's observation of the Work during construction and final inspection, and Owner's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Owner is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Owner will, within ten days after receipt of the final Application for Payment, approve the final application for payment. At the same time Owner will also give written notice to Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Owner will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to approve final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the Owner's approval of the Application for Payment and accompanying documentation, the amount approved, less any sum Owner is entitled to set off against Contractor's application; ~~including but not limited to liquidated damages;~~ will become due and, will be paid by Owner to Contractor.

14.08 Final Completion Delayed

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Owner so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer with Owner's approval thereof, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the

surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Owner with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work noted after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Owner and/or Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Owner fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to

Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION (NOT USED)

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract ~~shall is to~~ be governed by the law of the State of Oklahoma ~~in which the Project is located.~~ Venue for any legal action shall be in Payne County, Oklahoma.

17.06 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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ADDENDUM
TO
CONTRACT BETWEEN THE CITY OF STILLWATER AND OKC L DEV., LLC
FOR STREET IMPROVEMENTS LOCATED ON SOUTH WESTERN ROAD
BETWEEN WEST 26TH AVENUE AND WEST 32ND AVENUE

This Addendum is made a part of, and included in, the Contract between the City of Stillwater (“City”) and OKC L Dev., LLC (“Developer”) for Street Improvements Located on South Western Road Between West 26th Avenue and West 32nd Avenue (“Contract”).

The parties agree:

Based on the Traffic Impact Analysis, the City has issued 77 of the 101 building permits required to construct Phase 1 of Frye Farms and withheld the remaining 24 building permits until completion of the Street Improvement. At Developer’s request, the City hereby agrees to begin issuing the remaining 24 building permits when construction has commenced on the Street Improvement. However, no certificates of occupancy for the related 24 buildings will be issued by the City until the Street Improvement has been completed and accepted by the City.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on the dates hereinafter set forth.

Approved as to Form:

City of Stillwater

Kimberly Carnley, City Attorney

Kimberly Meek, City Manager

Attest:

OKC L Dev., LLC

City Clerk [Seal]

Scott Peters, Member

Date of Execution: _____

Date of Execution: _____

VERIFICATION

State of Oklahoma)
) ss.
County of Payne)

Before me, a Notary Public, on this _____ day of _____ 2024, personally appeared Scott Peters, known to me to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that they executed the same as there free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

Notary Public

FRYE FARMS LEFT TURN LANE



First Water Contracting, LLC

PO BOX 94250

Oklahoma City, OK 73143

Contact: Donnie Dorn III

Phone: 405-664-6200

Fax: 405-253-0363

Quote To: RAUSCH COLEMAN

Job Name: FRYE FARMS LEFT TURN LANE

Date of Plans: 6-14-2024

Phone:

Revision Date:

Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	UNCLASSIFIED EXCAVATION	600.00	CY	235.50	141,300.00
2	COLD MILLING PAVEMENT	5,300.00	SY	12.10	64,130.00
3	SEPARATOR FABRIC	4,200.00	SY	2.60	10,920.00
4	EDGE DRAIN CONDUIT - PERFORATED	2,600.00	LF	34.15	88,790.00
5	EDGE DRAIN OUTLET LATERAL NON-PERFORATED	130.00	LF	63.60	8,268.00
6	2" ASPHALT S-4 (PG 70-28 OK)	600.00	TON	178.80	107,280.00
7	3" ASPHALT S-3 (PG 64-22 OK)	350.00	TON	177.90	62,265.00
8	4" ASPHALT S-3 (PG 64-22 OK)	440.00	TON	211.50	93,060.00
9	8" COMPACTED AGGREGATE BASE TYPE A	515.00	CY	139.00	71,585.00
10	COMBINED CURB & GUTTER (6" BARRIER)	100.00	LF	31.15	3,115.00
11	6" CONC. DRIVEWAY	112.00	SY	85.25	9,548.00
12	REMOVAL OF CONC. DRIVEWAY	190.00	SY	23.40	4,446.00
13	SAWING PAVEMENT	250.00	LF	2.50	625.00
14	TRAFFIC STRIPE (MULTI-POLY) (4" WHITE)	3,005.00	LF	1.90	5,709.50
15	TRAFFIC STRIPE (MULTI-POLY) (4" YELLOW)	4,025.00	LF	1.90	7,647.50
16	TRAFFIC STRIPE (MULTI-POLY) (8" YELLOW)	375.00	LF	6.30	2,362.50
17	TRAFFIC STRIPE (ARROW)	7.00	EA	650.00	4,550.00
18	22" X 13" RC PIPE ARCH CLASS A-IV	296.00	LF	92.00	27,232.00
19	TACK COAT	544.00	GAL	3.00	1,632.00
20	PRIME COAT	661.00	GAL	6.75	4,461.75
21	STABILIZED SUBGRADE	2,009.00	SY	27.90	56,051.10
22	22" X 13" PREFAB CULVERT END SEC ARCH	8.00	EA	1,600.00	12,800.00
23	CONSTRUCTION TRAFFIC CONTROL	1.00	LSUM	12,500.00	12,500.00
24	MOBILIZATION	1.00	LSUM	20,000.00	20,000.00

GRAND TOTAL**\$820,278.35****NOTES:**

- This proposal includes the following:
 - * Pricing includes maintenance bond that will be required by Stillwater.
- This proposal excludes the following:

- * Inspection fees for the city of Stillwater.
- * Payment / Performance Bonds or other permits are excluded.
- * Any item(s) not specifically mentioned and priced in this proposal are excluded.
- * Excludes SWP3 plan development, or other environmental permits, if required.
- * Construction staking/surveying.
- * Any sodding or seeding.

3. Material Escalation Notes:

- * Asphalt pricing is firm through 12/31/2024.
- * Concrete pricing is good through 12-31-2024.
- * All other materials are subject to potential escalation.
- * Escalation in material costs will be addressed either:
 1. At the time of contracting, or
 2. Via written change order within 2 weeks of the work being performed.

4. Note regarding subgrade stabilization:

- * Unless otherwise stated in this proposal, subgrade stabilization has been quoted using 5% portland cement by weight. If the post-bid soil classification / stabilization recommendation from a qualified engineering firm finds that lime, flyash, or cement kiln dust is required, the price bid for stabilization will be adjusted to account for increased material and methodology costs. This will be addressed via a written change order to the existing contract prior to commencing stabilization on the project.

Please contact us with any questions.

Thank you!

Donnie Dorn III

Digitally signed by Donnie Dorn III
 DN: cn=Donnie Dorn III, gn=Donnie Dorn III, c=US, United States, j=US, United States, o=First Water Contracting, ou=Senior Estimator, e=ddgd3@fwcis.com
 Reason: I am the author of this document
 Location:
 Date: 2024-08-30 14:10:05:00

09-04-2024



Michael Williams

The estimate was prepared by First Water and reviewed by Michael Williams.

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That OKC L DEV, LLC, does hereby certify that they are the owners of and the only persons, firms or corporation having any rights, title, or interest in and to the land shown on the annexed plat and that they have caused the same to be surveyed and platted, and that they hereby dedicate all the streets and easements shown hereon to the public, for the purposes of streets, utilities, and drainage, for their heirs, executors, administrators, successors, and assign forever, and have caused the same to be released from all encumbrances so that the title is clear, except as shown in the abstractor's certificate.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 8th day of July, 2022. Covenants, reservations, and restrictions for this addition are contained in a separate instrument.

OKC L DEV, LLC

Scott Peters
Scott Peters, Manager

STATE OF ARKANSAS)
COUNTY OF BENTON)

Before me, the undersigned Notary Public, in and for said County and State on this 8th day of July, 2022, personally appeared Scott Peters, to me known to be the identical person who executed the within and foregoing instrument, as a free and voluntary act and deed, for the uses and purposes herein set forth.

MY COMMISSION EXPIRES:

7/3/26

Mindy Espindda
NOTARY PUBLIC
12698053

LEGAL DESCRIPTION

A tract of land situate within the South Half (S/2) of the Southwest Quarter (SW/4) of Section Twenty-Seven (27), Township Nineteen North (19N), Range Two East (R2E), of the Indian Meridian (I.M.), Payne County, Oklahoma, said tract being more particularly described as follows:

BEGINNING at the Southwest corner of said SW/4, thence
N00°37'14"W along the West line of said SW/4 a distance of 1314.23 feet to the Northwest corner of said S/2 SW/4; thence
N89°57'50"E along the North line of said S/2 SW/4 a distance of 161.34 feet; thence
S00°08'50"W a distance of 100.35 feet; thence
S89°51'10"E a distance of 80.07 feet; thence
S00°08'50"W a distance of 50.00 feet; thence
S45°08'50"W a distance of 35.36 feet; thence
S00°08'50"W a distance of 150.00 feet; thence
S44°51'10"E a distance of 35.36 feet; thence
S00°08'50"W a distance of 50.00 feet; thence
S45°08'50"W a distance of 35.36 feet; thence
S00°08'50"W a distance of 75.00 feet; thence
S89°51'10"E a distance of 710.00 feet; thence
S00°08'50"W a distance of 100.38 feet to a point on a non-tangent curve to the right; thence

30.59 feet along the arc of said curve having a radius of 125.00 feet, subtended by a chord of 30.52 feet which bears S78°23'26"E; thence
S71°22'45"E a distance of 8.74 feet; thence
N63°37'15"E a distance of 35.36 feet; thence
S71°22'45"E a distance of 50.00 feet; thence
N18°37'15"E a distance of 1.30 feet; thence
S71°22'45"E a distance of 100.00 feet; thence
S18°37'15"W a distance of 498.55 feet; thence
N89°51'10"W a distance of 156.77 feet; thence
S00°37'35"E a distance of 201.72 feet to a point on the South line of said SW/4; thence
N89°51'10"W along said line a distance of 809.29 feet to the POINT OF BEGINNING.

Said tract contains 897,643 Sq Ft or 20.61 Acres, more or less.

LAND SURVEYOR'S CERTIFICATE

I, DENVER WINCHESTER, do hereby certify that I am a PROFESSIONAL LAND SURVEYOR, and that the annexed plat represents a survey made under my direction, and that the monuments noted hereon actually exist and their positions are correctly shown.

Denver Winchester
DENVER WINCHESTER, PLS 1952

STATE OF OKLAHOMA)
COUNTY OF CANADIAN)

Before me, the undersigned Notary Public, in and for said County and State on this 6th day of July, 2022, personally appeared DENVER WINCHESTER, to me known to be the identical person who executed the within and foregoing instrument, as a free and voluntary act and deed, for the uses and purposes herein set forth.

MY COMMISSION EXPIRES:

December 14, 2025

M. Robertson
NOTARY PUBLIC, #17011399

CITY PLANNING COMMISSION APPROVAL

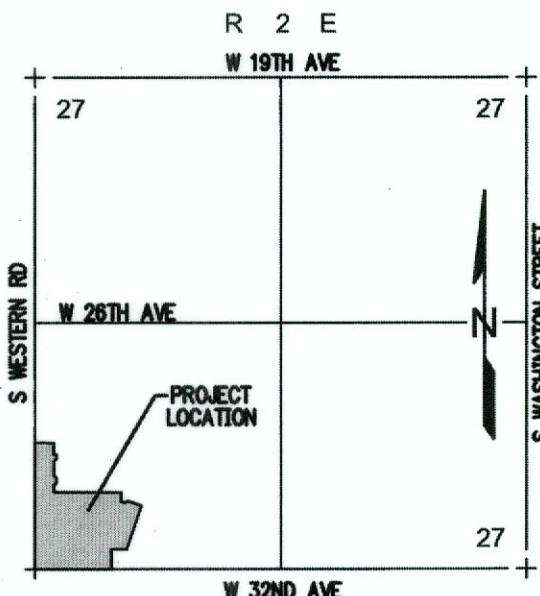
I, Jana K Phillips, Planning Chair of the City of Stillwater, do certify that the Stillwater Planning Commission duly approved this plat on the 13th day of December, 2020.

Jana K Phillips
CHAIR OF PLANNING COMMISSION

FINAL PLAT OF FRYE FARMS PHASE 1 A PART OF THE SW/4 OF SECTION 27, T19N, R2E, I.M. STILLWATER, PAYNE COUNTY, OKLAHOMA



1-2022-012877 Book: 2724 pg: 981
11/1/2022 10:20 AM pgs: 981-982
Fees: \$35.00 Doc: \$0.00
Glenn Craig, Payne County Clerk
Payne County - State of Oklahoma



LOCATION MAP
SCALE: 1" = 200'

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and lawful bonded abstractor of titles, in and for the County of PAYNE, State of OKLAHOMA, hereby certifies that the records of said county show that the title to the land on the annexed plat is vested in OKC L DEV, LLC, that on the 14th day of July, 2022, there are no actions pending or judgments of any nature in any court of or on file with the clerk of any court in said county and state against said land, or the owners thereof, and that the taxes are paid for the year 2021, and prior years, that there are no outstanding tax sales certificates against said land, and no tax deeds are issued to any person, that there are no liens, mortgages or other encumbrances of any kind against the land included in the annexed plat, except mortgages, mineral rights, water rights, and easements of record previously reserved, excepted or granted.

IN WITNESS WHEREOF, said bonded abstractor has caused this instrument to be executed this 14th day of July, 2022.

OKLAHOMA ABSTRACT AND TITLE COMPANY

Shirley Corder
Lic No. 0983

COUNTY TREASURER'S CERTIFICATE

I, Carla Manning, do hereby certify that I am the duly elected, qualified and acting County Treasurer of PAYNE COUNTY, STATE OF OKLAHOMA, that the tax records of said County show all taxes are paid for the year 2021, and prior years on the land shown on the annexed plat, that the required statutory security has been deposited in the office of the county treasurer, guaranteeing payment of the current years taxes.

IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed at the CITY of Stillwater, OKLAHOMA, this 1 day of January, 2023.

Carla Manning
COUNTY TREASURER

ACCEPTANCE OF DEDICATION OF CITY COUNCIL

Be it resolved by the Council of the CITY of STILLWATER, OKLAHOMA, that the dedications shown on the plat are hereby accepted, adopted by the Council of the CITY of STILLWATER, OKLAHOMA, this 17 day of October, 2022.

ATTEST:

Teresa Kadavy
CITY CLERK

William H. Jr
MAYOR

CERTIFICATE OF CITY CLERK

I, Teresa Kadavy, City Clerk of the CITY of STILLWATER, STATE of OKLAHOMA, hereby certify that I have examined the records of said City and find that all deferred payments or unmatured installments upon special assessment have been paid in full and that there is no special assessment procedure now pending against the land shown on the annexed plat on this 17 day of October, 2022.

Teresa Kadavy
CITY CLERK

ADDRESSES

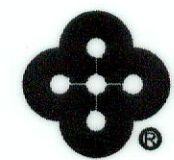
Any addresses shown on this plat were accurate at the time this plat was filed. Addresses are subject to change and should never be relied upon in place of legal description.

NOTES

- This plat of survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors and that said Final Plat complies with the requirements of Title 11, Section 41-108 of the Oklahoma State Statutes.
- Monuments shall be as follows:
Magnetic Nail with Washer stamped "CTA CA973" for all Paved Surfaces or
3/8" Iron Rod with a Plastic Cap stamped "CTA CA973"
- Maintenance of the Common Areas and Islands/Medians in Public Rights-of-Way shall be the responsibility of the Property Owners and/or Property Owners Association. No structures, storage of material, grading, fill, or other obstructions, either temporary or permanent shall be placed within the drainage related common areas and/or drainage areas shown. Certain amenities such as, but not limited to, walks, benches, piers, and docks, shall be permitted if installed in a manner to meet the requirements specified above.
- A sidewalk is required on each lot where it abuts a local and/or a collector street. The sidewalk is required at the Building Permit Stage and must be installed prior to the issuance of a Certificate of Occupancy from the City of Stillwater for the applicable lot.
- Two 1 1/2 inch caliper trees, or one 3-inch caliper tree, shall be planted in the front yard of all lots where the garage extends beyond the front wall of a residence, towards the street Right-of-Way.

FINAL PLAT FRYE FARMS PHASE 1

300 Prairie Parkway Blvd.
Yukon, Oklahoma 73099



Crafton Tull
architecture | engineering | surveying
405.787.6270 | 405.787.6276 | www.craftontull.com

CERTIFICATE OF AUTHORIZATION
CA 973 (PLAS) EXPIRES 6/30/2024

SHEET NO.: 1 OF 2
DATE: 06/30/22
PROJECT NO.: 20603300

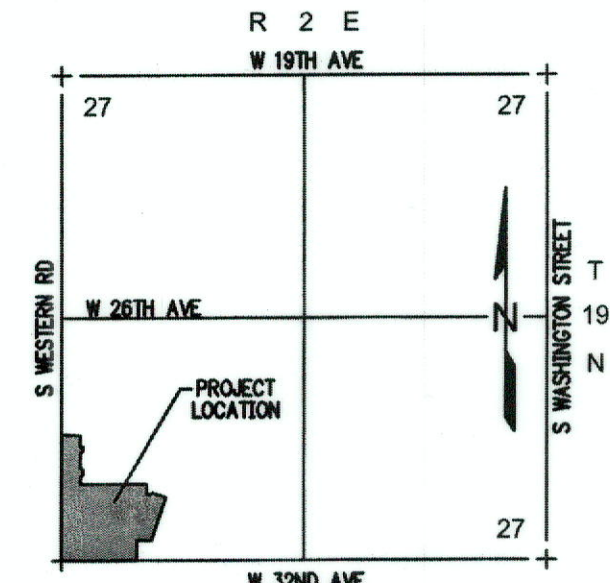
EXAMINER: JAMES L. CRAWFORD, LICENSED SURVEYOR, PAYNE COUNTY, OKLAHOMA
PRINTED: 11/11/2022 10:50 AM
DRAWN: JAMES L. CRAWFORD, 11/11/2022 10:50 AM

NW CORNER OF SW/4 OF
SECTION 27, T19N, R2E, I.M.

FINAL PLAT
OF
**FRYE FARMS
PHASE 1**

A PART OF THE SW/4 OF SECTION 27, T19N, R2E, I.M.
STILLWATER, PAYNE COUNTY, OKLAHOMA

1-2022-012877 Book: 2734 pg: 982
11/11/2022 10:50 AM pgs: 981 - 982
Fees: \$35.00 Doc: \$0.00
Glenna Craig, Payne County Clerk
Payne County - State of Oklahoma



LOCATION MAP
SCALE: 1" = 2000'

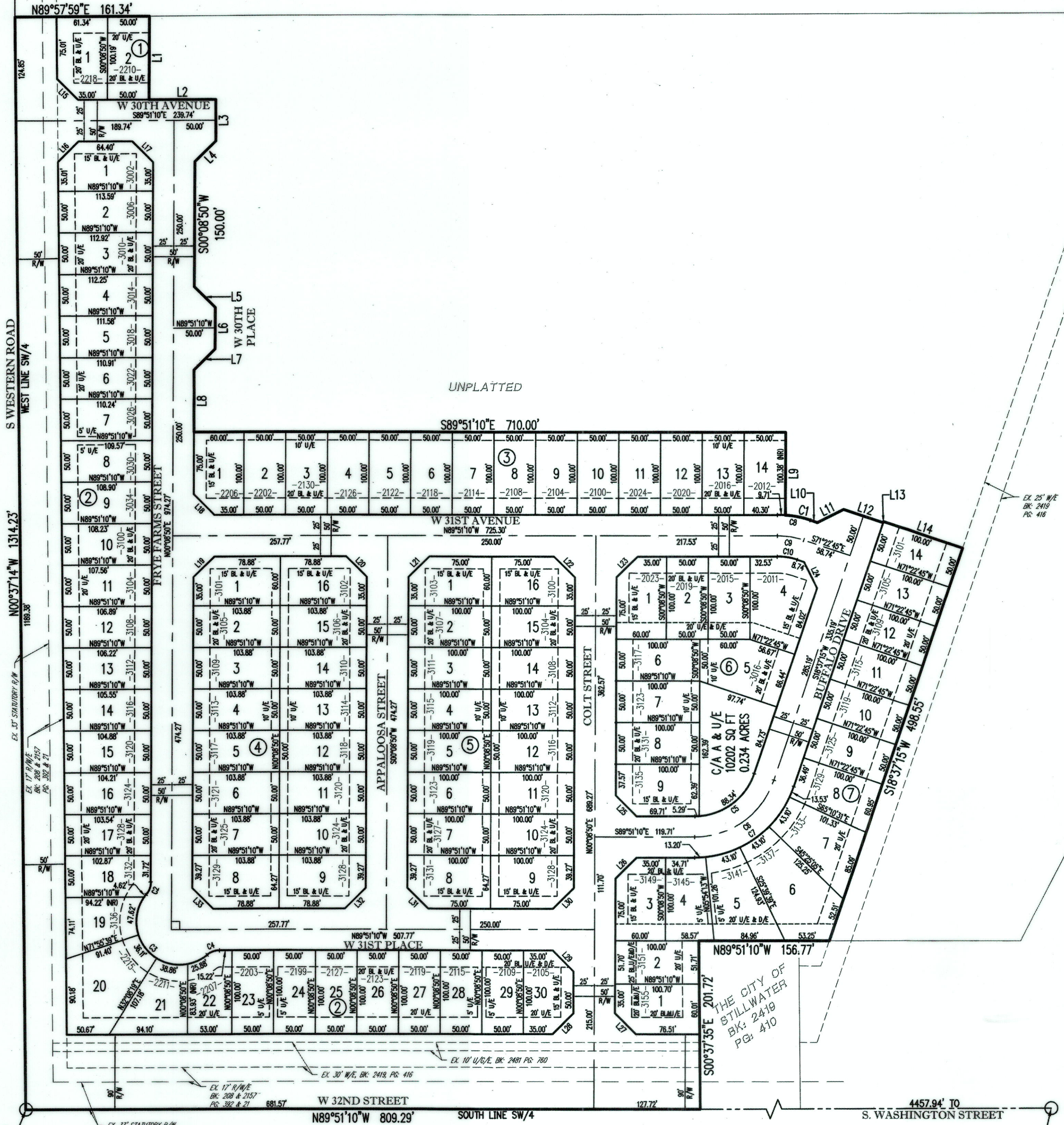
SCALE: 1" = 80'

GRAPHIC SCALE IN FEET
BASIS OF BEARING = WEST LINE OF THE
SW/4 OF SECTION 27, T19N, R2E, I.M.
(N00°37'14"W)

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	100.35'	S00° 08' 50"W
L2	80.07'	S89° 51' 10"E
L3	50.00'	S00° 08' 50"W
L4	35.36'	S45° 08' 50"W
L5	35.36'	S44° 51' 10"E
L6	50.00'	S00° 08' 50"W
L7	35.36'	S45° 08' 50"W
L8	75.00'	S00° 08' 50"W
L9	100.38'	S00° 08' 50"W
L10	8.74'	S71° 22' 45"E
L11	35.36'	N63° 37' 15"E
L12	50.00'	S71° 22' 45"E
L13	1.30'	N18° 37' 15"E
L14	100.00'	S71° 22' 45"E
L15	35.59'	S45° 14' 12"E
L16	35.12'	S44° 45' 48"W
L17	35.36'	N44° 51' 10"W
L18	35.36'	S44° 51' 10"E
L19	35.36'	S45° 08' 50"W
L20	35.36'	N44° 51' 10"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L21	35.36'	S45° 08' 50"W
L22	35.36'	N44° 51' 10"W
L23	35.36'	S45° 08' 50"W
L24	35.36'	N26° 22' 45"W
L25	35.36'	S44° 51' 10"E
L26	35.36'	S45° 08' 50"W
L27	35.36'	S44° 51' 10"E
L28	35.36'	N45° 08' 50"E
L29	35.36'	N44° 51' 10"W
L30	35.36'	N45° 08' 50"E
L31	35.36'	S44° 51' 10"E
L32	35.36'	N45° 08' 50"E
L33	35.36'	S44° 51' 10"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	30.59'	125.00'	014°01'22"	S78° 23' 26"E	30.52'
C2	15.79'	23.00'	039°20'45"	N19° 49' 13"E	15.49'
C3	153.12'	52.00'	168°42'49"	N44° 51' 10"W	103.49'
C4	15.79'	23.00'	039°20'45"	S70° 28' 28"W	15.49'
C5	93.63'	75.00'	071°31'35"	S54° 23' 03"W	87.67'
C6	124.84'	100.00'	071°31'35"	S54° 23' 03"W	116.89'
C7	156.05'	125.00'	071°31'35"	S54° 23' 03"W	146.11'
C8	40.30'	125.00'	018°28'25"	S80° 36' 57"E	40.13'
C9	32.24'	100.00'	018°28'25"	N80° 36' 57"W	32.10'
C10	24.18'	75.00'	018°28'25"	S80° 36' 57"E	24.06'



LEGEND

- R/W RIGHT-OF-WAY
- BL BUILDING LIMIT LINE
- U/E UTILITY EASEMENT
- D/E DRAINAGE EASEMENT
- (NR) NONRADIAL LINE
- L.N.A. LIMITS OF NO ACCESS
- C/A COMMON AREA
- W/E WATERLINE EASEMENT
- R/W/E RIGHT-OF-WAY EASEMENT
- U/G/E ELECTRIC & FIBER OPTIC EASEMENT

ADDRESSES

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NOTES

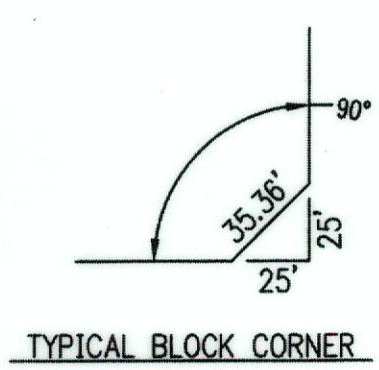
- This plat of survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors and that said Final Plat complies with the requirements of Title 11, Section 41-108 of the Oklahoma State Statutes.
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Magnetic Nail with Washer stamped "CTA CA973" for all Paved Surfaces or
3/8" Iron Rod with a Plastic Cap stamped "CTA CA973"
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- Two 1 1/2 inch caliper trees, or one 3-inch caliper tree, shall be planted in the front yard of all lots where the garage extends beyond the front wall of a residence, towards the street Right-of-Way.

FINAL PLAT
FRYE FARMS PHASE 1

300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099

Crafton Tull
architecture | engineering | surveying
405.787.6270 | 405.787.6276 |
www.craftontull.com

SHEET NO.: 2 OF 2
DATE: 06/30/21
PROJECT NO.: 20603300





City Engineering
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.533.8436
Web: stillwater.org

April 19, 2023

EMAIL/TRACKIT

Derek Kennedy and Josh Terry
Rausch Coleman Homes
4058 N COLLEGE AVE
SUITE 300
OKLAHOMA CITY, OK

Re: Frye Farms Phase 1 Final Acceptance Inspection Rev. 1

Mr. Derek Kennedy and Mr. Josh Terry

On Tuesday April 18, 2023, a meeting with City of Stillwater staff was held to discuss the status of the Frye Farms Phase 1 for final acceptance. Final acceptance inspections had determined the project **was complete** with the exception of the following items:

1. Completion of the Park Valley Lift Station.
2. Completion of improvements on Western Road
3. Completion of the detention pond with the banks at the design elevation.

Based on previous correspondence and the outcome of the meeting on April 18, 2023, these remaining items will be addressed as follows:

1. **Certificate of Occupancies and water meters will not be provided to the homes within the Frye Farm Development until the Park Valley Lift Station is completely functional and as-built documentation has been provided.** Ideal Homes will monitor the lift station once building permits are issued as indicated in the enclosed e-mail until the Lift Station is complete.
2. **The number of building permits for Frye Farms Phase 1 will be limited to seventy-six building permits until the improvements on Western Road are complete**
3. Improvements in Frye Farms Phase 2 will not be accepted until the detention pond banks are at the design elevation.

This letter is to notify you that the public improvements (water, sewer, and paving) are complete and the improvements are ready to be accepted and scheduled for consideration at the upcoming May 1, 2023 city council meeting. Building permits for up to seventy six (76) homes will be released so construction of homes within Frye Farms Phase 1 may begin once hard copies of the as built drawings and warranty bonds are received. As Built drawings and bonds must be received by April 25th, 2023 for the acceptance

Final Acceptance Letter

April 19, 2023

of improvements to remain on the City Council Meeting Agenda. These bonds should be dated to start on May 1, 2023. The bond forms were provided to you on March 24, 2023 and enclosed in this letter for reference.

If you need questions this letter please call me at (405) 533-8431.

Sincerely,



Andrew Doerflinger, PE
Deputy Director
Department of City Engineering

Enclosures:

Email Titled "Park Valley/ Frye Farms Lift Station, Dated 4/18/2023 from Rylan Reagan
Frye Farms Phase 1 Final Acceptance Checklist
Frye Farms Phase 1 Bond Forms

CC:

Norman McNickle, City Manager
Brady Moore, Assistant City Manager
Jeff Mathews, Community Development Director
Candy Staring, Engineering Director
Jason Tyler, Plants Manager
Rylan Reagan, Director of Land Development Ideal Homes & Neighborhoods

PROJECT OWNER AND DEVELOPER:
RSR OKC NORTH, LLC
4058 COLLEGE AVE. SUITE 300
FAYETTEVILLE, AR 72703

LOT COUNT:

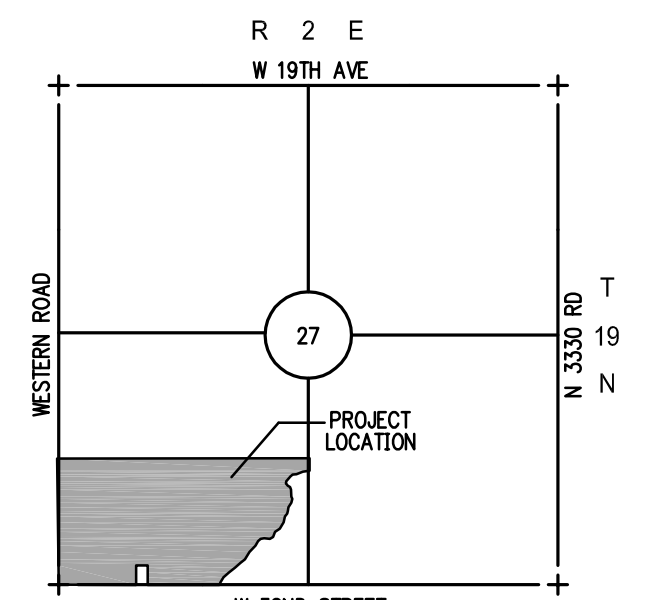
SINGLE-FAMILY RESIDENTIAL 182 LOTS
SINGLE-FAMILY RESIDENTIAL 66.864 ACRES
RESIDENTIAL DENSITY 2.27 (DU/AC.) - 0.44 (AC/DU)
MULTI-FAMILY 0 LOT
MULTI-FAMILY 0 ACRES
COMMERCIAL 0 LOT
COMMERCIAL 0 ACRES

PRELIMINARY PLAT
OF
FRYE FARMS

A PART OF THE SW/4 OF SECTION 27, T19N, R2E, I.M.
STILLWATER CITY, PAYNE COUNTY, OKLAHOMA

SCALE: 1" = 100'

GRAPHIC SCALE IN FEET



LOCATION MAP

SCALE: 1" = 2000'

NOTES

1. MAINTENANCE OF THE COMMON AREAS AND ISLANDS/MEDIANS IN PUBLIC RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION. NO STRUCTURES, STORAGE OF MATERIAL, GRADING, FILL, OR OTHER OBSTRUCTIONS, EITHER TEMPORARY OR PERMANENT SHALL BE PLACED WITHIN THE DRAINAGE RELATED COMMON AREAS AND/OR DRAINAGE AREAS SHOWN. CERTAIN AMENITIES SUCH AS, BUT NOT LIMITED TO, WALKS, BENCHES, PIERS, AND DOCKS, SHALL BE PERMITTED IF INSTALLED IN A MANNER TO MEET THE REQUIREMENTS SPECIFIED ABOVE.
2. A SIDEWALK SHALL BE REQUIRED ON EACH LOT AND MUST BE INSTALLED PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT.
3. SIDEWALKS ALONG COMMON AREAS ARE THE RESPONSIBILITY OF THE DEVELOPER AND MUST BE INSTALLED PRIOR TO THE ISSUANCE OF ANY OCCUPANCY PERMITS. ARTERIAL SIDEWALKS WILL BE PROVIDED IN ACCORDANCE WITH SIDEWALK ORDINANCES.
4. IF THE GARAGE FRONT IS DESIGNED SO THAT THE GARAGE DOOR EXTENDS BEYOND THE FRONT WALL OF THE DWELLING, SCREENING WOULD BE PROVIDED BY PLANTING EITHER ONE 3 INCH CALIPER DECIDUOUS TREE OR TWO 1.5 INCH CALIPER TREES IN THE FRONT YARD, PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE AFFECTED LOT.

LEGAL DESCRIPTION

A tract of land situate in the Southwest Quarter (SW/4) of Section Twenty-Seven (27), Township Nineteen North (T-19-N), Range Two East (R-2-E), of the Indian Meridian (I.M.), City of Stillwater, Payne County, Oklahoma, said tract being more particularly described as follows:

Beginning at the Southwest corner of said Southwest quarter, thence

N 00° 37' 14" W a distance of 1314.23 feet; thence
N 89° 57' 59" E a distance of 2628.59 feet; thence
S 00° 39' 44" E a distance of 129.31 feet; thence
S 81° 00' 11" W a distance of 71.86 feet; thence
S 69° 28' 36" W a distance of 70.69 feet; thence
S 83° 36' 51" W a distance of 42.16 feet; thence
S 54° 04' 09" W a distance of 29.64 feet; thence
S 37° 59' 16" W a distance of 65.33 feet; thence
S 08° 31' 45" W a distance of 23.65 feet; thence
S 41° 22' 10" E a distance of 30.26 feet; thence
S 55° 21' 18" E a distance of 25.16 feet; thence
S 20° 51' 35" E a distance of 27.19 feet; thence
S 04° 01' 51" E a distance of 75.29 feet; thence
S 19° 47' 53" E a distance of 25.09 feet; thence
S 14° 16' 16" W a distance of 38.59 feet; thence
S 31° 11' 53" W a distance of 57.16 feet; thence
S 10° 24' 25" W a distance of 40.47 feet; thence
S 15° 17' 50" W a distance of 26.95 feet; thence
S 33° 06' 21" W a distance of 37.36 feet; thence
S 13° 54' 46" W a distance of 60.78 feet; thence
S 31° 11' 53" W a distance of 79.22 feet; thence
S 55° 40' 38" W a distance of 58.86 feet; thence
S 22° 13' 06" W a distance of 55.30 feet; thence
S 58° 37' 53" W a distance of 39.94 feet; thence
N 83° 56' 44" W a distance of 58.93 feet; thence
S 82° 31' 04" W a distance of 38.33 feet; thence
S 46° 49' 14" W a distance of 35.94 feet; thence
S 30° 50' 54" W a distance of 54.04 feet; thence
S 43° 06' 29" W a distance of 91.34 feet; thence
S 31° 47' 44" W a distance of 89.41 feet; thence
S 50° 20' 32" W a distance of 57.96 feet; thence
S 47° 40' 07" W a distance of 76.31 feet; thence
S 52° 13' 16" W a distance of 81.76 feet; thence
S 49° 21' 38" W a distance of 73.68 feet; thence
S 31° 59' 30" W a distance of 58.84 feet; thence
S 20° 39' 19" W a distance of 34.71 feet; thence
N 88° 51' 10" W a distance of 745.68 feet; thence
N 00° 37' 35" W a distance of 201.72 feet; thence
N 89° 51' 10" W a distance of 120.00 feet; thence
S 00° 37' 35" E a distance of 201.72 feet; thence
N 89° 51' 10" W a distance of 809.29 feet to the POINT OF BEGINNING.

Said tract contains 2,911,744 Sq Ft or 66.844 Acres, more or less.

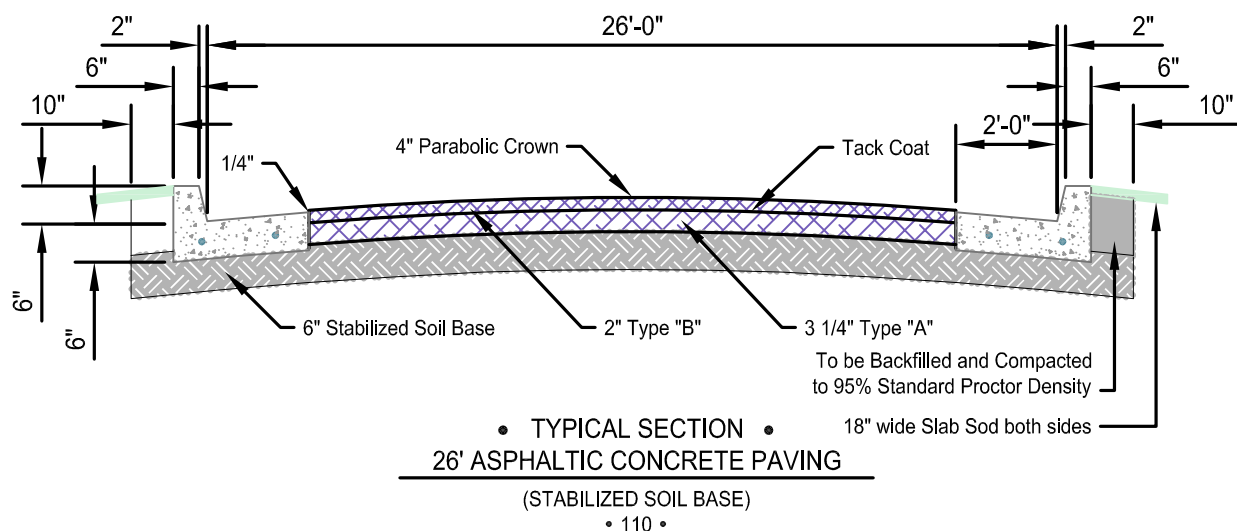
COMMON AREAS:

C/A 'A' (REC.)	0.279 ACRES
C/A 'B' (DR.)	33.676 ACRES
C/A 'C' (ACCESS)	1.249 ACRES
C/A 'D' (ACCESS)	0.213 ACRES
TOTAL (ACCESS)	1.462 ACRES
TOTAL (DR.)	33.676 ACRES
TOTAL (REC.)	0.279 ACRES
TOTAL C/A (SITE)	35.417 ACRES

LINE TABLE			LINE TABLE		
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L1	71.86'	S81° 00' 11"W	L18	79.22'	S31° 11' 53"W
L2	70.69'	S69° 28' 36"W	L19	58.86'	S55° 40' 38"W
L3	42.16'	S83° 36' 51"W	L20	55.30'	S22° 13' 06"W
L4	29.64'	S54° 04' 09"W	L21	39.94'	S58° 37' 53"W
L5	65.33'	S37° 59' 16"W	L22	58.93'	N83° 56' 44"W
L6	23.65'	S08° 31' 45"W	L23	38.33'	S82° 31' 04"W
L7	30.26'	S41° 22' 10"E	L24	35.94'	S46° 49' 14"W
L8	25.16'	S55° 21' 18"E	L25	54.04'	S30° 50' 54"W
L9	27.19'	S20° 51' 35"E	L26	91.34'	S43° 06' 29"W
L10	75.29'	S04° 01' 51"E	L27	89.41'	S31° 47' 44"W
L11	25.09'	S19° 47' 53"E	L28	57.96'	S50° 20' 32"W
L12	38.59'	S14° 16' 16"W	L29	76.31'	S47° 40' 07"W
L13	57.16'	S31° 11' 53"W	L30	81.76'	S52° 13' 16"W
L14	40.47'	S10° 24' 25"W	L31	73.68'	S49° 21' 38"W
L15	26.95'	S15° 17' 50"W	L32	58.84'	S31° 59' 30"W
L16	37.36'	S33° 06' 21"W	L33	34.71'	S20° 39' 19"W
L17	60.78'	S13° 54' 46"W	L34	120.00'	N89° 51' 10"W

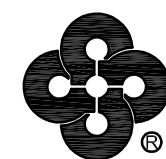
CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	32.58'	100.00'	018°40'07"	N09° 17' 12"E	32.44'
C2	32.58'	100.00'	018°40'07"	N80° 42' 48"W	32.44'
C3	32.58'	100.00'	018°40'07"	N80° 42' 48"W	32.44'
C4	124.84'	100.00'	071°31'35"	N54° 23' 03"E	116.89'



LEGEND

BL BUILDING LIMIT LINE
D/E DRAINAGE EASEMENT
EX. EXISTING
L.N.A. LIMITS OF NO ACCESS
R.O.W. RIGHT-OF-WAY
U/E UTILITY EASEMENT
(REC.) RECREATIONAL COMMON AREA
(DR.) DRAINAGE RELATED COMMON AREA



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www.craftontull.com

SHEET NO.: 1 OF 1
DATE: 11.07.19
PROJECT NO.: 19608700



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: 08/19/2024

Department: Police

Requested by: Shannon Jordan

Explanation:

Expenditures:

Appropriate funds for Police Department gym equipment maintenance. Project funded from the Galie May Koch Donation Fund.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Donation Expenditure	2806025 - 53041		\$ 0	\$ 5,000	\$ 5,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 5,000

Reviewed by Department Manager: [Signature]

Date: 08/19/24

Reviewed by Finance: Cheryl Cluck

Date: 8-19-24

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

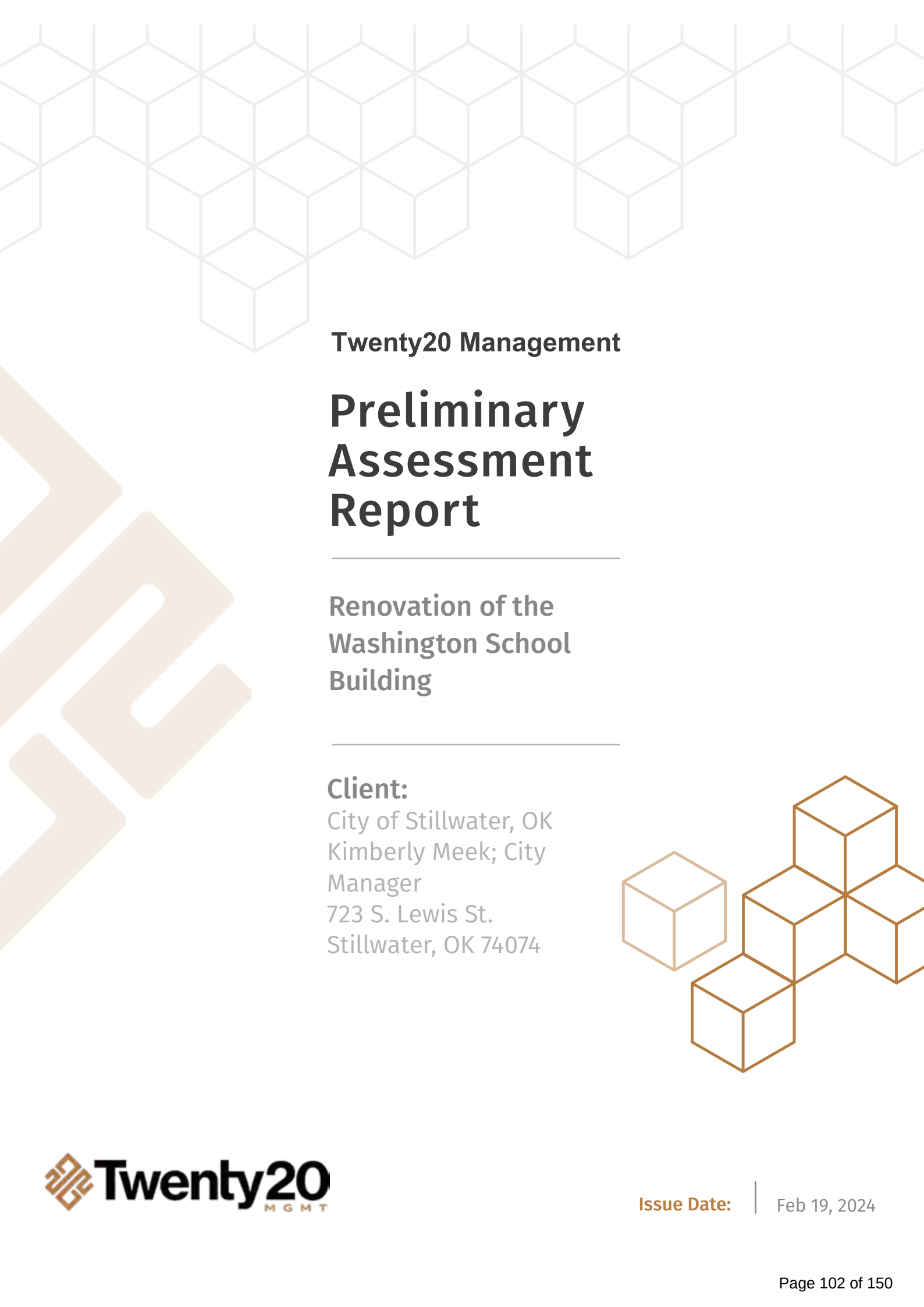
Date Sent to SA&I: _____

--Print on Yellow Paper--

MEMORANDUM

DATE: September 9, 2024
TO: Stillwater City Council
FROM: Jacquelyn Porter, City Planner
SUBJECT: Map Amendment request for 320 South Walnut Street to be rezoned from Small lot Single Family Residential (RSS) to Two-Family and Multi-Family District (RTM).

Staff has received a request by the applicant/owner's representative, Bancroft Design, to withdraw the request for map amendment to rezone the property addressed as 320 South Walnut Street from RSS to RTM.



Twenty20 Management

Preliminary Assessment Report

Renovation of the
Washington School
Building

Client:

City of Stillwater, OK
Kimberly Meek; City
Manager
723 S. Lewis St.
Stillwater, OK 74074



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“

Build together

Our strength
lies in the
strength
of others -
intentional
collaboration
is key.



Washington School, c. 1940

EXECUTIVE SUMMARY :

We are pleased to present the preliminary assessment report for the Washington School Renovation project, commissioned by the City of Stillwater. As the selected Owners Representative for this endeavor, Twenty20 Management has diligently conducted a comprehensive assessment to provide valuable insights into the renovation potential of the Washington School building.

Throughout this assessment, our team has focused on evaluating various aspects crucial to the renovation process, including structural integrity, civil considerations, MEP systems, architectural potential, and budgetary implications. We have worked diligently to ensure that our findings are thorough, objective, and actionable, with the overarching goal of informing strategic decisions moving forward.

PERSERVING OUR PAST, BUILDING OUR FUTURE:

The Washington School Renovation project holds significant promise for the community, with proposed future uses spanning education, historical displays, sports recreation, events, and parking facilities. Our assessment has aimed to align with these envisioned uses, offering recommendations and insights to guide the project's trajectory effectively.

We believe that the Washington School Renovation project represents an exciting opportunity to breathe new life into a cherished historical landmark while meeting the evolving needs of the community. With careful planning, strategic decision-making, and collaborative effort, we are confident that this project will serve as a cornerstone of progress for the City of Stillwater.

FROM VISION TO EXECUTION: TURING PLANS INTO PROGRESS

In line with our findings, we recommend a two-phased construction approach, as detailed in Section 7: Project Budget. This approach will ensure a systematic and efficient renovation process, allowing for the seamless integration of educational spaces, historical exhibits, recreational facilities, and parking infrastructure.

We sincerely appreciate the opportunity to contribute to this project and look forward to further collaboration as we work towards realizing the shared vision for the Washington School Renovation.

Thank you for entrusting Twenty20 Management with this important endeavor. Should you have any questions or require further information, please do not hesitate to contact me directly.

Warm regards,

Signature : 
Gary Sparks

Date : February 19, 2024



Historical Context of the Building

Page #
5

SECTION **01**



BACKGROUND OF THE BUILDING:

In the context of evaluating the feasibility of renovating the Washington School, it is crucial to explore the building's background. While the aged structure situated across from Southern Woods Park on 12th Avenue in Stillwater may appear dilapidated to some, its historical importance remains underappreciated. The former Washington School, largely unrecognized and unknown in significance to many, holds a dual role for certain individuals. It serves as a poignant reminder of historical inequalities and concurrently represents a symbol of the community's resilience and excellence, even in the face of adversity.

Washington School served the Black student population in Stillwater from 1908 to 1956. According to Preservation Oklahoma, African American and Afro-Indigenous communities were among the earliest settlers in Indian Territory. During the first half of the 20th century, Oklahoma boasted over 50 black schools. Today, only three remain, with Washington School being the sole candidate with restoration potential.

Commencing operations in 1908 at 619 W 12th Avenue, Washington School provided education from kindergarten to eighth grade. Subsequently, high school students had to travel out of town for further education. The current structure, built in 1938 by the community, facilitated high school education within the Washington School premises.

Despite its initial designation for public use, the building transitioned into private ownership in 2007, raising concerns about its potential demolition for redevelopment. Additionally, it has remained vacant for an extended period.

In March 2021, Laura Arata, Director of Public History at Oklahoma State University, led a team of engineers and public history students through Washington School to evaluate its condition. Her subsequent application led to the inclusion of the building on the Most Endangered Places list, emphasizing the urgent need for its preservation.

In late 2022, the City of Stillwater acquired the Washington School property through a generous donation from an anonymous benefactor. This marked the beginning of collaborative efforts involving community members, the Washington School Alumni Association, and Mount Zion Baptist Church, dedicated to the restoration process. These ongoing efforts have culminated in the engagement of Twenty20 Management for a preliminary assessment report of the current building and its conditions.

CULTURAL AND HISTORICAL SIGNIFICANCE:

The Washington School stands today as a testament to the dedication and tenacity of Black Stillwater residents in overcoming significant obstacles to achieve equal educational, social, and economic opportunities. While the school building has aged over the years, its structure still holds immense historical and cultural value in a community eager to celebrate its significance.

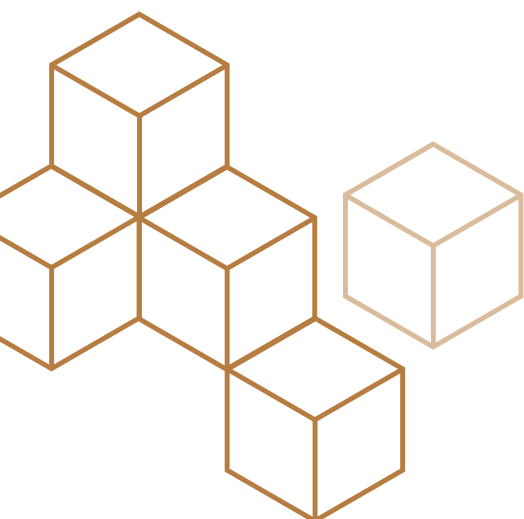
One of the most impactful historical events for Washington School was the Supreme Court's ruling in *Brown v. Board of Education* in 1954. This landmark decision triggered the integration of Black and white schools across the United States. Consequently, Washington School closed its doors in 1956, and its students transitioned to Stillwater's traditionally white schools. Today, Washington School stands as Stillwater's sole physical reminder of the civil rights movement and its profound impact on education.

Symbolic on multiple levels, Washington School has endured challenges, notably being prone to flooding, most recently in 2019. Despite this, many parts of the building remain structurally sound. The auditorium, a surprise survivor, continued to host community events for decades after the school ceased formal education. Throughout decades of facing neglect and encroaching disrepair, Washington School persists as a significant symbol of Stillwater's history.

Culturally, the building embodies perseverance. The restoration of Washington School is a collaborative effort driven by the shared desire to breathe new life into a structure that holds both sentimental and social importance. The City, recognizing the intrinsic value of this cultural landmark, and the private sector, committed to preserving community heritage, share a common aspiration to see Washington School restored to its former glory.

The preliminary assessment report aims to provide technical insights, in effort to restore the soul of a community, ensuring that Washington School becomes a location for education, historical displays, sports recreation, events and parking.

SECTION **02**



BRIEF PROJECT OVERVIEW:

The intent behind the feasibility study for the Washington School renovation is rooted in an exploration of restoration services to be performed. At its core, this study seeks to identify, analyze, and address any potential major obstacles that could impede the seamless progression of the renovation initiative. The study will unveil a clear picture of the challenges and opportunities inherent in the existing structure.

The study should serve as a crucial tool for stakeholders to navigate the complexities of the renovation and fostering a vision that blends historical preservation with current day functionality.

In essence, the intent of the assessment report is not just to examine the building but to envision its transformation into a vibrant, functional space. By anticipating challenges and presenting solutions, the study becomes a roadmap for success, aligning the renovation project with the broader goals of the community while honoring the legacy of the Washington School.

KEY PROJECT DELIVERABLES:

Twenty20 Management has committed to delivering a set of preliminary consulting services in connection with the proposed renovations for the building. The key deliverables encompass the following:

1. Preliminary report on structural condition of the building
2. Assessments from civil, MEP and architectural services
3. Rendering of proposed completed renovations of the building
4. Estimated project budget based on the report findings

These services aim to provide a comprehensive understanding of the building's structural integrity, address civil and MEP concerns, and visually depict the envisioned outcome of the proposed renovations. The deliverables will serve as crucial components in guiding the renovation process and informing stakeholders about the project's technical aspects and potential outcomes.

STAKEHOLDER IDENTIFICATION:

Twenty20 Management wishes to extend gratitude for the significant contributions made by numerous stakeholders over the decades to preserve the remembrance and relevance of Washington School. A multitude of activities, including community events, research initiatives, assessments, writings, photography, and general awareness campaigns, have been undertaken to provide context and deepen understanding of the historical significance of Washington School.

Acknowledgments for these contributions are due to various stakeholders, including but not limited to:

City of Stillwater

Washington School Alumni Association

Research Institutions and Private Companies

Universities and Colleges

Historical Organizations and Groups

Local Churches

Community Groups

Residents of Stillwater, OK

In joining this collective effort, Twenty20 Management is proud to contribute to the ongoing initiatives and remains optimistic about the anticipated success, which will undoubtedly result from the combined participation of all stakeholders. This collaborative approach reflects the dedication and shared commitment to preserving the rich history of Washington School.



We are committed to advancing
the communities in which we
live, work and serve

PROJECT TEAM:

Twenty20 Management has been chosen by the City of Stillwater to deliver professional owner's representative and consulting services for the renovation of the Washington School.

Twenty20 Management is an Oklahoma-based professional services consulting firm offering a broad range of services from Owner's Representation to Project Management. Established in 2005, Twenty20's role on any project is to represent the interest of the owner by coordinating and communicating the entire process from pre-design through completion. Our program road map is custom designed to fit each project. Twenty20's past experience has revealed that when you begin a project with a thorough project analysis, the construction proceeds with far fewer unanticipated or unexpected complications.

Acknowledging the complex endeavor of restoring a historical site, Twenty20 Management has meticulously assembled a team of industry-specific professionals to spearhead the project.

The following companies constitute the Washington School Feasibility Study Team:



Company and Expertise

Twenty20 Management, Inc. – Owner's Representative and Project Management

Edmondson Design Group, Inc. – Architecture and Interior Design Firm

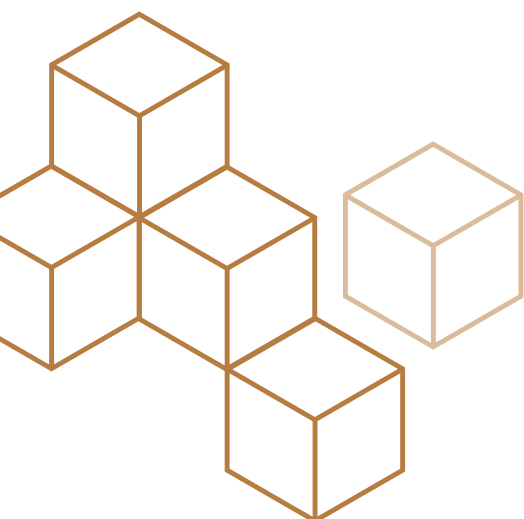
Snowden Engineering, Inc.- Structural Engineering Consultants

D.W. Gates Engineering- MEP Engineering and Inspection

Gose & Associates- Engineering, Planning and Land Services

Lambert Construction- Full-service Construction Firm

SECTION **03**



STRUCTURAL ENGINEER COMPANY PROFILE:

Twenty20 Management has collaborated with Snowden Engineering, a distinguished full-service Structural Engineering firm established in 1973. With licenses extending to 36 states, Snowden Engineering brings a wealth of expertise and a proven track record to the structural assessment conducted for the Washington School Renovation.

Company: Snowden Engineering

Project Contact: Kevin Snowden, P.E.

Website: www.snoden-engineering.business.site

Preliminary Structural Condition Report:

The existing building complex consists of two east-west wings and a central T-shaped spine. There are covered canopies connecting the two east-west buildings. It is my understanding that the east-west wings and the covered canopies will be demolished. Refer to Figure 1 for the outline of the building area that is to remain.

Structural System:

Area 1 is a single-story wood framed structure with exterior load bearing brick walls. The roof structure is conventional 2x wood joists with a combination of load bearing wood stud walls and steel beams and columns. Photo 1 shows an example of the roof joist to brick wall connection.

Area 2 is a two-story space with long span steel bowstring trusses and conventional 2x wood joists spanning in between the trusses with load bearing brick walls. Photo 2 shows the roof structure. There is a small mezzanine at the south of this area framed with conventional 2x wood joists.

Area 3 still had the ceiling intact, so the roof structural system is unknown, but it is presumed to be the same as Area 1.

The foundation system is unknown.

Exterior Condition:

Deterioration of the brick mortar joints is common throughout the building façade. Reference photographs 3 and 4 for examples of this condition. These areas will need to be repaired by tuckpointing. Due to the age of the building, it is advisable to have the physical properties of the existing mortar tested so the repointed mortar can be mixed to match. Photographs 5 and 6 show wider cracks coming off the edges of openings. Instead of repointing these areas, I recommend a crack stitching system be used for a more permanent repair. Photo number 7 shows several trees in close proximity to the building. Because the roots of these trees can cause damage to the existing foundation system, all trees near the building perimeter should be removed.

Exterior Condition (Continued):

Photo number 8 shows a broken downspout that is allowing both deterioration of the exterior brick wall and water to collect and stand near the existing foundation. This should be immediately repaired. Photo number 9 shows possible crazing (hairline cracking) in the cast stone concrete caps. Closer inspection will be required to establish a repair or replacement procedure for this condition.

Interior Condition:

There has been substantial water infiltration into the building. The most severe location is in the southwest corner of Area 1 as shown in photo 10. This area is only accessible from the outside. The load bearing wall that was supporting the upper and lower roofs is no longer standing, putting the area at risk of collapse. A shoring system should be immediately installed. Additional framing repair will be required in this space. Although water staining on the wood structure was observed in the balance of Area 1, no significant wood rot was observed. Once all of the ceiling has been removed and the area properly lit, a closer inspection should be performed. Portions of the roof deck and wood joists may need to be replaced. A new roof should be a high priority. Photo number 11 shows an example of a perimeter wall at an opening where water has infiltrated and caused the steel lintel to rust. The rust can be mechanically removed and the lintel coated with rust inhibitor. Severely deteriorated lintels may need to be replaced.

Conclusion:

Besides the damaged structure in the southwest corner of Area 1, the overall structural system is reasonably sound; however, a significant number of repairs will be required to stop further infiltration of water into the structure. The damaged structure in Area 1 should be shored immediately, and a new roof should be high priority.

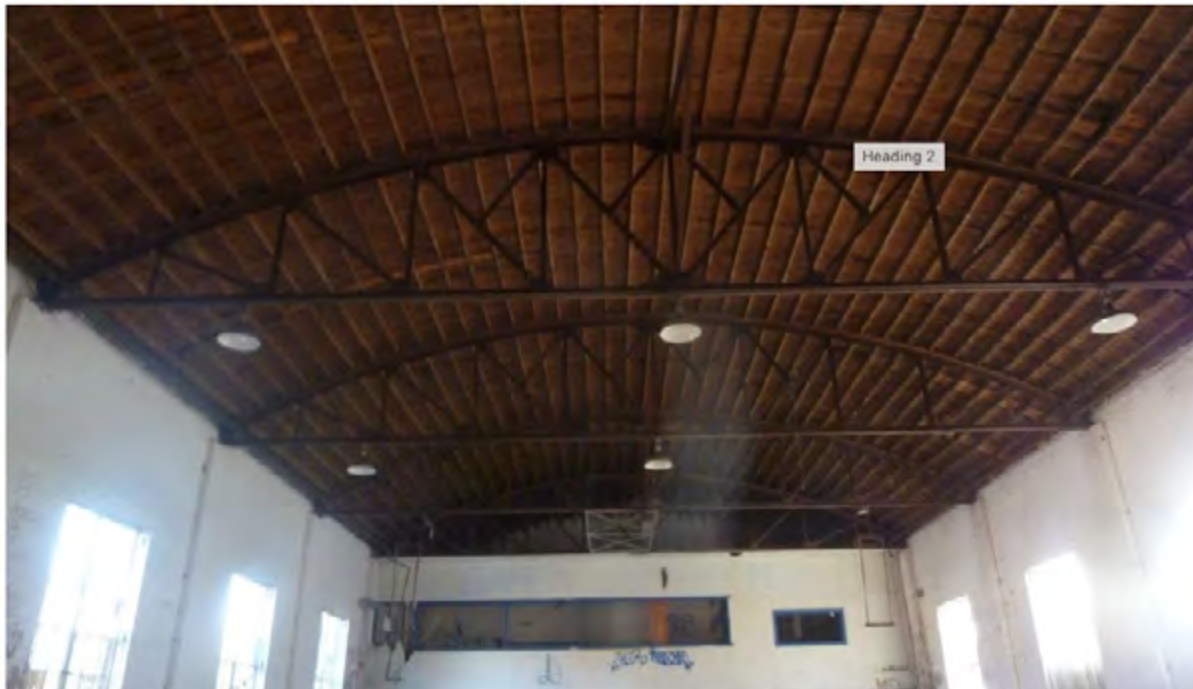
Structural Engineering Supporting Documents:

Please see the Structural Assessment - Photo Evidence documents on **pages 15 - 20**.

STRUCTURAL ASSESSMENT - PHOTO EVIDENCE:**FIGURE 1**

Imagery ©2023 Airbus, Map data ©2023 25 ft

**PHOTO 1**

STRUCTURAL ASSESSMENT - PHOTO EVIDENCE:**PHOTO 2****PHOTO 3**

STRUCTURAL ASSESSMENT - PHOTO EVIDENCE:**PHOTO 4****PHOTO 5**

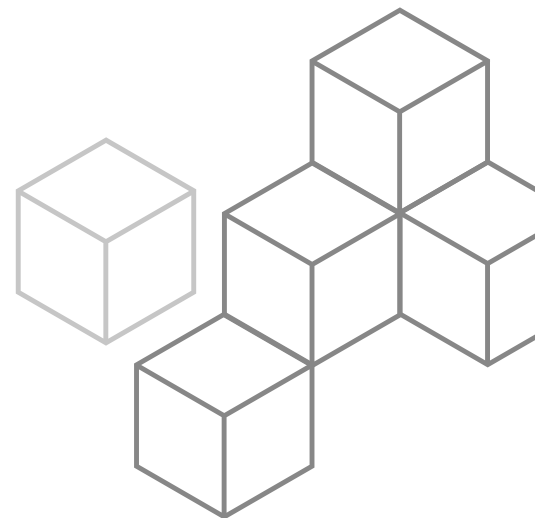
STRUCTURAL ASSESSMENT - PHOTO EVIDENCE:**PHOTO 6****PHOTO 7**

STRUCTURAL ASSESSMENT - PHOTO EVIDENCE:**PHOTO 8****PHOTO 9**

STRUCTURAL ASSESSMENT - PHOTO EVIDENCE:**PHOTO 10****PHOTO 11**



SECTION **04**



CIVIL ENGINEER COMPANY PROFILE:

Twenty20 Management has partnered with a respected firm, founded in 1983, dedicated to finding practical solutions for its clients: Gose & Associates. With a robust portfolio boasting over 400 projects, the firm has established a reputation for delivering professional and timely services. This section of the feasibility study provides an assessment of civil engineering considerations for the Washington School Renovation.

Company: Gose & Associates

Project Contact: Stephen C. Gose, P.E.

Website: www.gose-associates.com

Preliminary Civil Services Report:**Access**

The site has access to public roads on all four sides: Twelfth Avenue to the north, Knoblock Street to the east, 13th Avenue to the south, and Hester Street to the west. 12th Avenue is classified as a Minor Arterial on the city's Master Thoroughfare Plan, all three other streets are classified as Local.

Utilities

City of Stillwater provided electric, water and sanitary sewer are available immediately adjacent to the site. There is an overhead, three-phase electric on the north side of 13th with single-phase services extending into the site at two locations. Water is in a 10-inch PVC pipe on the north side of 12th. The sanitary sewer is on the west side of Knoblock and south side of 13th. These are both 24-inch lines which are 9 to 10 feet deep and drain south and east to a trunk line on the north side of Stillwater Creek.

Site Work

The site is currently developed with four buildings. The site is located entirely within mapped 0.1% floodplain of Stillwater Creek based on map 40119C0227F, with an effective date of May 16, 2007. The 0.1% event base flood elevation is 865.69 feet based on cross-section T along the west side of the site. The site is relatively flat with elevations ranging from 861 to 863 feet and generally draining south and east. Survey information indicates an approximate finished floor elevation of the portion of building to remain of 864 feet. Any fill within the project limits will need to be compensated for within the project boundaries to meet current City requirements. Any improvements to the building would need to account for the possible inundation. A more detailed survey will also be necessary for further design to confirm existing elevations and floodplain limits.

Site Work (Continued):

Possible solutions to the flooding would be to ensure all electrical and mechanical equipment is at least one-foot above the base flood elevation and waterproofing any improvements below that level. It may be possible to berm around the portion of the building to remain, but waterproof entry points would be required as well as a sump pump to remove any rainfall within the berm.

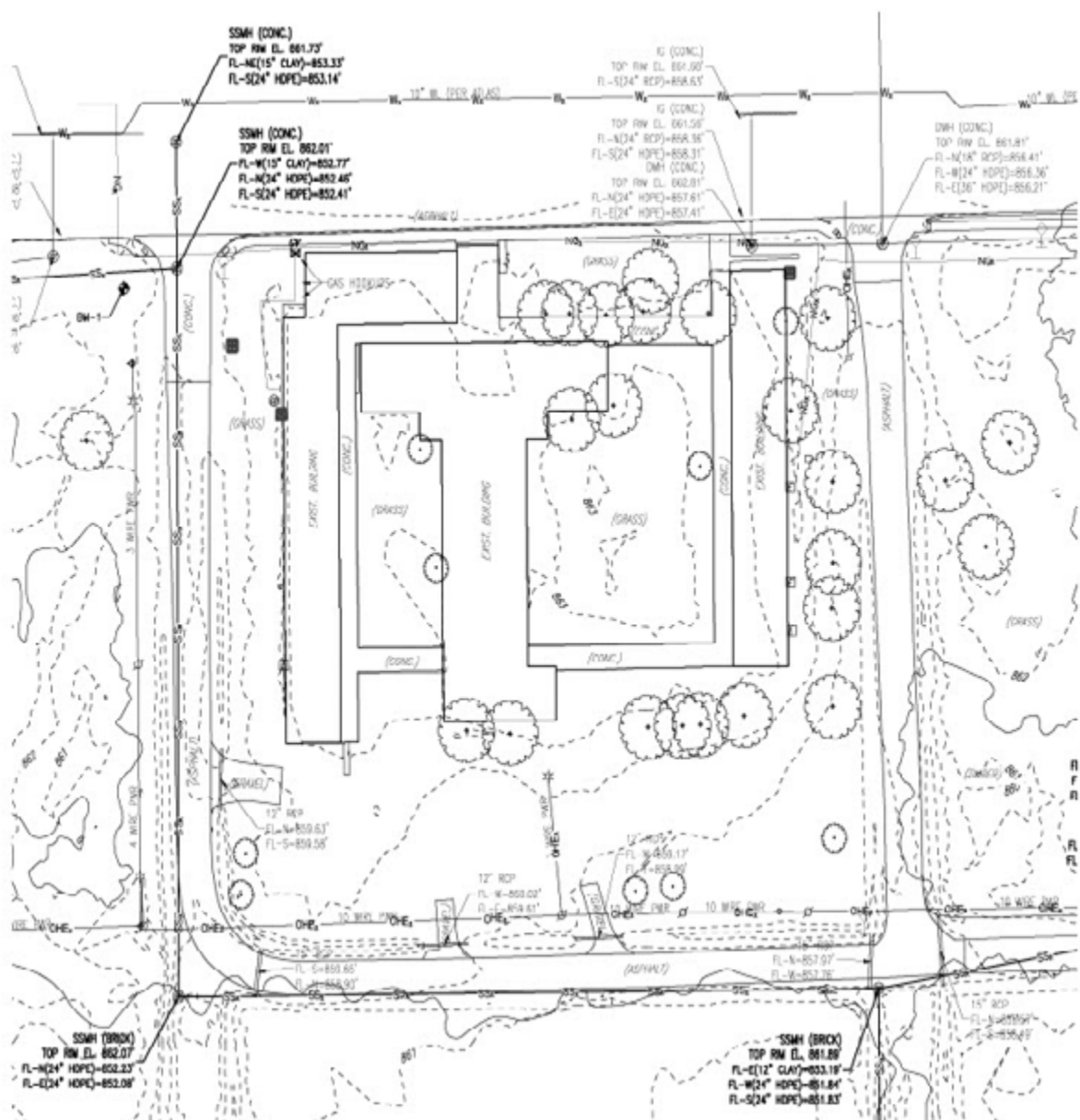
Permitting

The improvement plans for this will be submitted to the City of Stillwater for review through their Commercial Use By Right (CUBR) process. For that submittal site improvement plans will be submitted along with full building plans and several forms associated with utility and stormwater. An Earth Change Permit will also be required with a Storm Water Pollution Prevention Plan and Drainage Study based on the anticipated disturbed area and location. The initial review is about 15 days with subsequent five-day reviews. We would recommend an allowance of two months for that process.

Civil Engineering Supporting Documents:

Please see the Washington School Civil Site Plan on **pages 24; Exhibit I.**

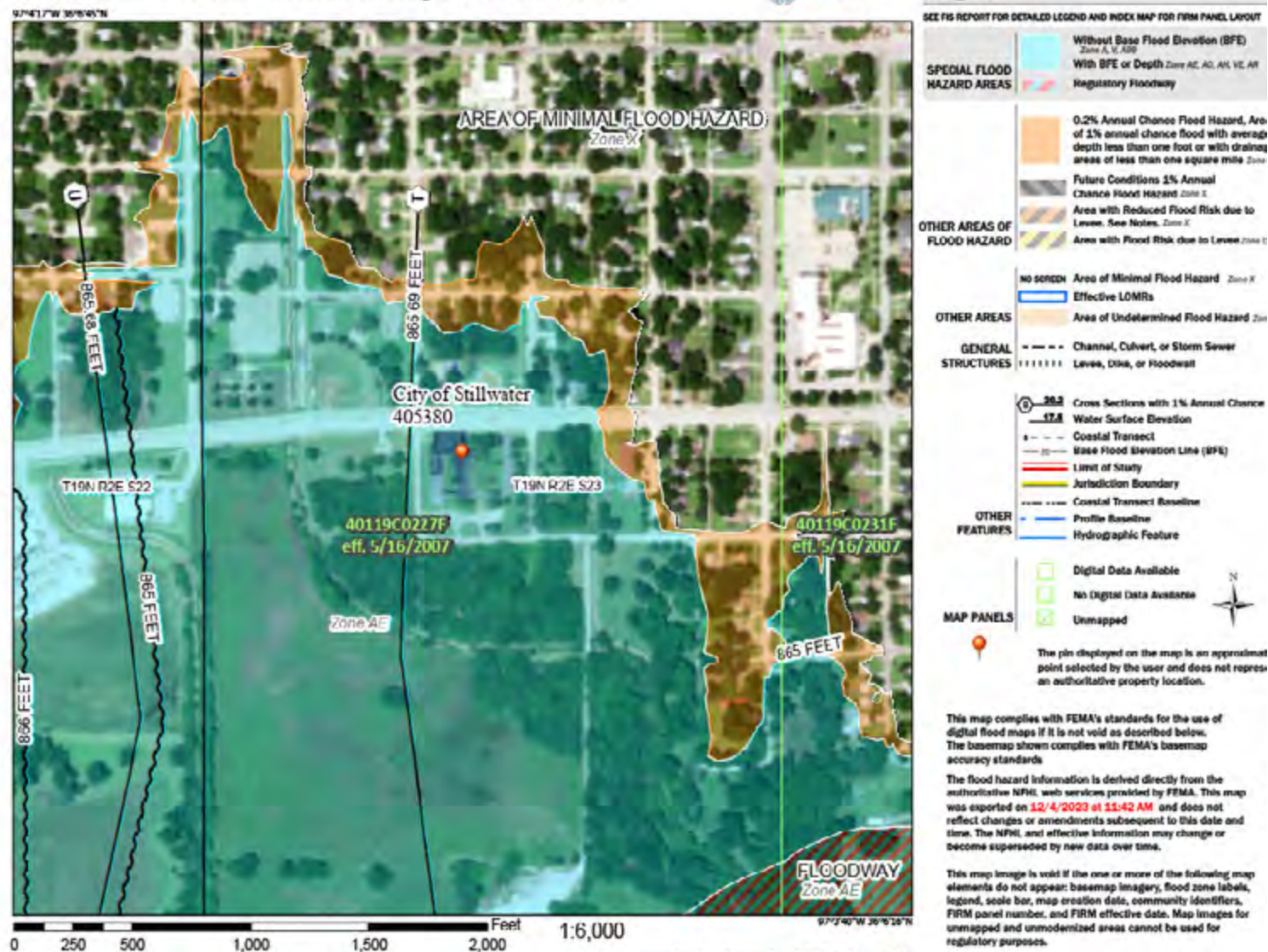
Please see the Washington School Site Flood Map on **pages 25; Exhibit II.**



*Please refer to **Exhibit I** for additional review of the document.

WASHINGTON SCHOOL SITE FLOOD MAP:

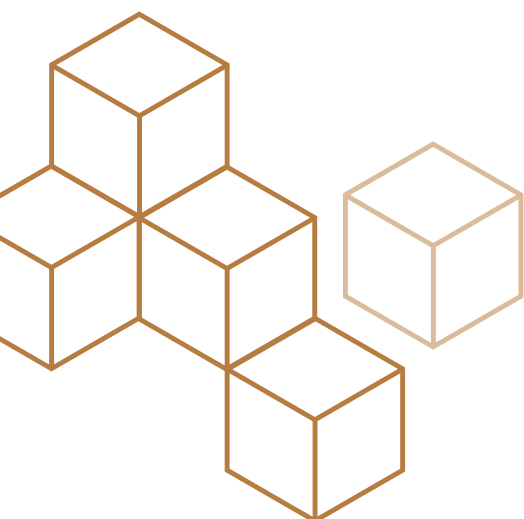
National Flood Hazard Layer FIRMette



*Please refer to **Exhibit II** for additional review of the document.

Mechanical, Electrical and Plumbing Assessment

SECTION **05**



MEP ENGINEER COMPANY PROFILE:

Twenty20 Management has engaged the expertise of a previous partner with a proven history of electrical design and MEP inspection: D.W. Gates Engineering, Inc. Established in the Tulsa area since 1992. D.W. Gates Engineering has been a trailblazer in the electrical engineering sector.

Company: D.W. Gates Engineering, Inc.

Project Contact: Derek Wayne Gates, P.E.

Website: www.dwgatesengineering.com

Preliminary MEP Report:**Electrical Assessment**

The existing electrical infrastructure consists of underground 4" conduit entering the building and connecting to an existing Main Switchboard. The equipment has several sub feed breakers feeding various electrical areas. The panel appears to be around a 1000A frame. Sub feed breakers are in the 200A range. All wires to the panel are cut and the equipment is in poor condition and would need to be removed and replaced. Most interior electrical has been demolished.

There is 3 phase power in the area (within 100'), so any new construction could easily tie into appropriate power.

General Electrical Assessment

While there is some lighting attached to the exposed ceiling and various pieces of abandoned conduit and equipment remain, the electrical for this building would have to be totally re-done. Depending upon the final configuration, the underground service conduit to the building could likely be re-used. The new electrical and lighting would be designed along with the rest of the building renovation. There is nothing of substance in the building that is electrical that could be re-used.

Plumbing Assessment**Current Plumbing Conditions**

The condition of the existing plumbing is suboptimal, and repairing it is not economically feasible.

Plumbing Design

Implementation of a new plumbing system is necessary, encompassing Domestic Hot Water, Domestic Cold Water, and sanitary sewer components. The Domestic Hot Water system can utilize either a natural gas water heater, electrical system, or explore alternative energy-efficient options such as solar water heaters. A detailed investigation is required to confirm the tie-in points of site utilities to the domestic cold water and sanitary sewer systems.

HVAC Assessment**Existing HVAC Conditions**

The current HVAC system is in a state of disrepair and is not cost-effective to repair. Replacement is the recommended course of action.

HVAC Design

The most practical HVAC solution for the assembly space would involve a packaged DX HVAC system. Heating options include a heat pump, natural gas, or the exploration of sustainable alternatives like geothermal heating systems. Each option should be assessed for its feasibility and long-term efficiency.



SECTION **06**



ARCHITECTURAL COMPANY PROFILE:

In the process of evaluating the architectural considerations for the Washington School renovation, Twenty20 Management is pleased to announce the engagement of Edmondson Design Group (EDG). Established in 1956, EDG has garnered a reputation founded on architectural expertise, innovative design, and a commitment to professional growth.

EDG offers a comprehensive array of services encompassing strategic and master planning, architecture, interiors, and procurement, with a particular emphasis on sustainability. As a Native American owned design firm, EDG has catered to a diverse clientele across local, regional, national, and international domains, serving various facility types.

With the selection of EDG, Twenty20 Management anticipates a collaborative effort focused on assessing and enhancing the architectural elements of the Washington School renovation. This partnership aims to ensure that the project aligns with community values and embodies a forward-thinking approach.

Company: Edmondson Design Group

Project Contact: Trav Roubideaux

Website: www.edg.studio

Washington School Site Plan

Please see architectural figure 1 on **page 31; Exhibit III.**

Please see architectural figure 2 on **page 32; Exhibit IV.**

Washington School Site Plan

Figure 1



***Please refer to Exhibit III for additional review of the document.**

Washington School Site Plan
Figure 2



***Please refer to Exhibit IV for additional review of the document.**



SECTION **07**



CONSTRUCTION SERVICES COMPANY PROFILE:

For their construction expertise, Twenty20 Management is pleased to announce the selection of Lambert Construction Company, a trusted partner with whom we have collaborated on various projects. Established in 1939 by Clarence Lambert as a specialized tile contracting business in Stillwater, Lambert Construction Company has evolved into one of the leading full-service construction firms in the Central Southwest region.

Company: Lambert Construction Company

Project Contact: Mark Lambert

Website: www.lambertconstructionco.com

Description of Construction Services:

Based on our assessment, we recommend dividing the project into two distinct phases to ensure optimal efficiency and resource management. Phase 1 will focus on pre-development costs, site preparation, and asset protection, while Phase 2 will be dedicated to conceptual plans for desired use and design, along with construction-required finishes, furniture, fixtures, and equipment. It's important to clarify that our assessment and cost estimates provided do not encompass any projections for Phase 2. This limitation arises from the varying milestones or segments of work required before reliable estimates can be provided. Also, we anticipate the need for additional consultation to break down phase 1 into action plans consistent with scheduling and funding requirements.

Project Build-out Phase 1:

The main objective of Phase 1 is to ensure the structural integrity of the building while modernizing key components in anticipation of subsequent construction phases. We have provided a detailed cost estimate for the structural renovations of the building. However, this estimate does not include pre-development tasks required to actualize construction Phase 1. These tasks include a flood control study, preparation of construction documents, and a code review to identify necessary upgrades to meet current building codes.

Preliminary Cost Estimate for Phase 1

Flood Control Study for Washington Site	\$30,000.00
Phase 1 Construction Documents Preparation	\$40,000.00
Owners Representative Fee	\$15,000.00
Phase 1 Structural Improvements	\$664,089.00
TOTAL	\$749,089.00

Please refer to the spreadsheet provided on **page 35; Exhibit V** for a detailed description of Phase 1 - Structural Improvements.

Washington School - Cost Estimate (Phase 1):

ORIGINAL ESTIMATE / BUDGET									
Square Footage: 10,257 SF									
Washington School Rehabilitation Project Stillwater, OK February 7, 2024									
ITEM	DESCRIPTION OF WORK	QUANTITY	UNIT	LABOR UNIT PRICE	LABOR	MATERIAL UNIT PRICE	MATERIAL	SUBCONTRACT / EQUIPMENT UNIT PRICE	PROJECT TOTAL COST
1	Asbestos Abatement (incl's \$3,500 for Survey / Report)	1	allow	\$	\$	\$	\$	\$ 15,000	\$ 15,000
2	Demolition - Ancillary Wings, Canopies, South End	1	ls	\$ 2,250.00	\$ 2,250	\$ 750.00	\$ 750	\$ 118,240	\$ 121,240
3	Site Clearing / Tree & Debris Removal / Site Clean-up	1	ls	\$ 3,500.00	\$ 3,500	\$ 1,000.00	\$ 1,000	\$ 9,500	\$ 14,000
4	Roof Replacement / Gutters & Downspouts	10,257	sf	\$	\$	\$	\$	\$ 17.50	\$ 179,498
5	Replacement Windows	1	allow	\$	\$	\$	\$	\$ 100,000.00	\$ 100,000
6	New Exterior Doors	5	sets	\$ 275.00	\$ 1,375	\$ 1,200.00	\$ 6,000	\$	\$ 7,375
7	Masonry Restoration	1	ls	\$	\$	\$	\$	\$ 25,000	\$ 25,000
8				\$	\$	\$	\$	\$	\$
9				\$	\$	\$	\$	\$	\$
10				\$	\$	\$	\$	\$	\$
11				\$	\$	\$	\$	\$	\$
12				\$	\$	\$	\$	\$	\$
13				\$	\$	\$	\$	\$	\$
14				\$	\$	\$	\$	\$	\$
15				\$	\$	\$	\$	\$	\$
16				\$	\$	\$	\$	\$	\$
17	Subtotal of Costs			\$	7,175	\$	7,757	\$	\$ 847,210
18	Sales Tax			\$		\$		\$	Exempt
19	LCC Payroll Burden / GL & BR Insurance			\$	3,349	\$	78	\$	\$ 7,899
20	Preconstruction Services	1	ls	\$ 4,500	\$ 4,500	\$	\$	\$	\$ 4,500
21	Subtotal of Costs:			\$	14,975	\$	7,828	\$	\$ 851,718
22	General Conditions & Indirect Costs	1	mn	\$		\$		\$	\$ 64,500
23	Contingency (15%)	1	ls	\$		\$		\$ 21,500	\$ 71,177
24	Payment & Performance Bond (CM)			\$		\$		\$	\$
25	Construction Manager's Overhead & Fee			\$		\$		\$	\$
26	Subtotal of Costs:			\$		\$		\$	\$ 53,901
27	Architectural & Engineering Fees	1	allow	\$		\$		\$	\$ 664,089
28				\$		\$		\$	\$
29	TOTAL COST:			\$		\$		\$	\$ 664,089

Cost / SF: 64.74

ASSUMPTIONS / QUALIFICATIONS:
 1 Pricing includes anticipated escalation
 2 Sales tax is not included
 3 No "interior finishes" are included

*Please refer to Exhibit V for additional review of the document.

SECTION

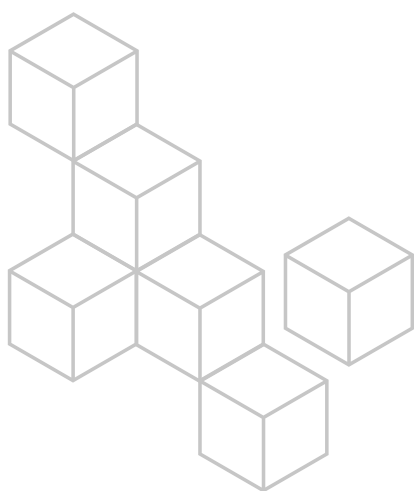
Conclusion

08

In conclusion, the feasibility study for the renovation of the Washington School has highlighted multi-layered aspects surrounding this historical landmark. Although limited, the exploration of its background, cultural significance, structural condition, and operating systems has provided valuable insights into the opportunities and challenges associated with the proposed renovation.

The preliminary consulting services provided by Twenty20 Management, encompassing the rendering of proposed renovations for Washington School, stand only as professional assessments for the project. It is imperative to note that all reports are subject to modifications as we uncover additional findings, integrate supplementary plans, or assess revisions as deemed necessary throughout the course of the project. This flexibility ensures that our assessments remain dynamic, adaptive, and responsive to evolving project requirements and unforeseen challenges.

The collective efforts and dedication of all involved stakeholders position this project for a transformative and impactful restoration. With careful planning, community involvement, and leveraging the expertise assembled by Twenty20 Management, we believe the renovation of Washington School is not only feasible but promises to revitalize a once-forgotten gem, celebrating its rich heritage and reclaiming its significance within the community.



“

We believe strong partnerships
lead to even stronger success.

SECTION

Next Steps

08

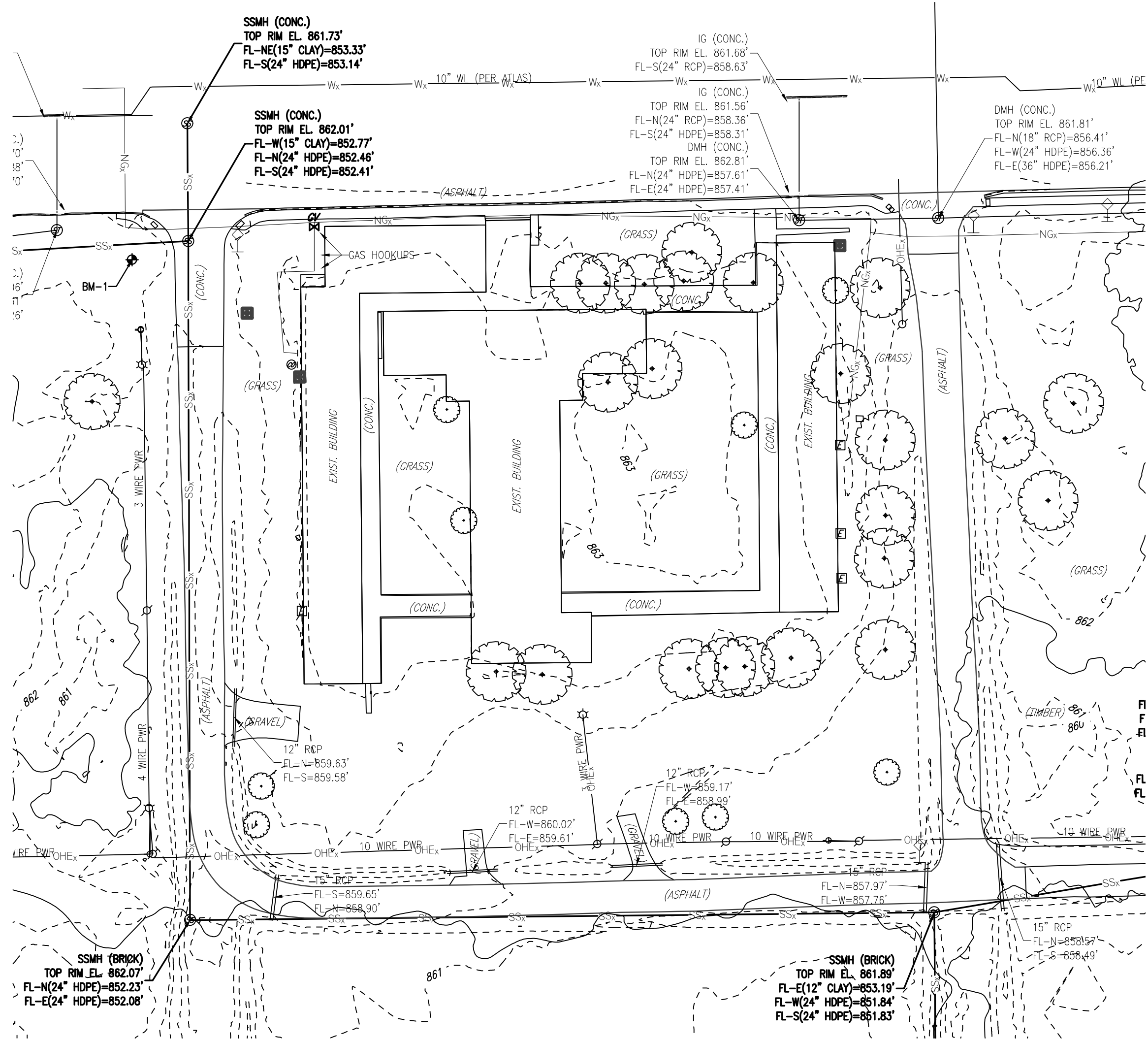
It is imperative for the City of Stillwater to thoroughly review the assessment report in its entirety. This review process should entail a comprehensive examination of the findings, posing questions, and identifying any additional information or clarifications required.

With a clear understanding of the structural, engineering, and architectural aspects outlined in the assessment report, the next priority of the project is to focus on fundraising and identifying incentives. Securing financial coverage for the project is paramount to ensure its successful execution and completion.

Lastly, as we move forward, engaging the services of an architectural firm for conceptual design services emerges as a crucial next step. Collaborating with architectural experts will enable the City to visualize the potential outcomes of the renovation project and lay the groundwork for its implementation.

THANK YOU

We express our gratitude for entrusting our firm and project team with the responsibility of contributing to the successful renovation of the Washington School. It is our commitment to remain actively engaged and supportive throughout the entire renovation process until its successful completion. Thank you for the opportunity.

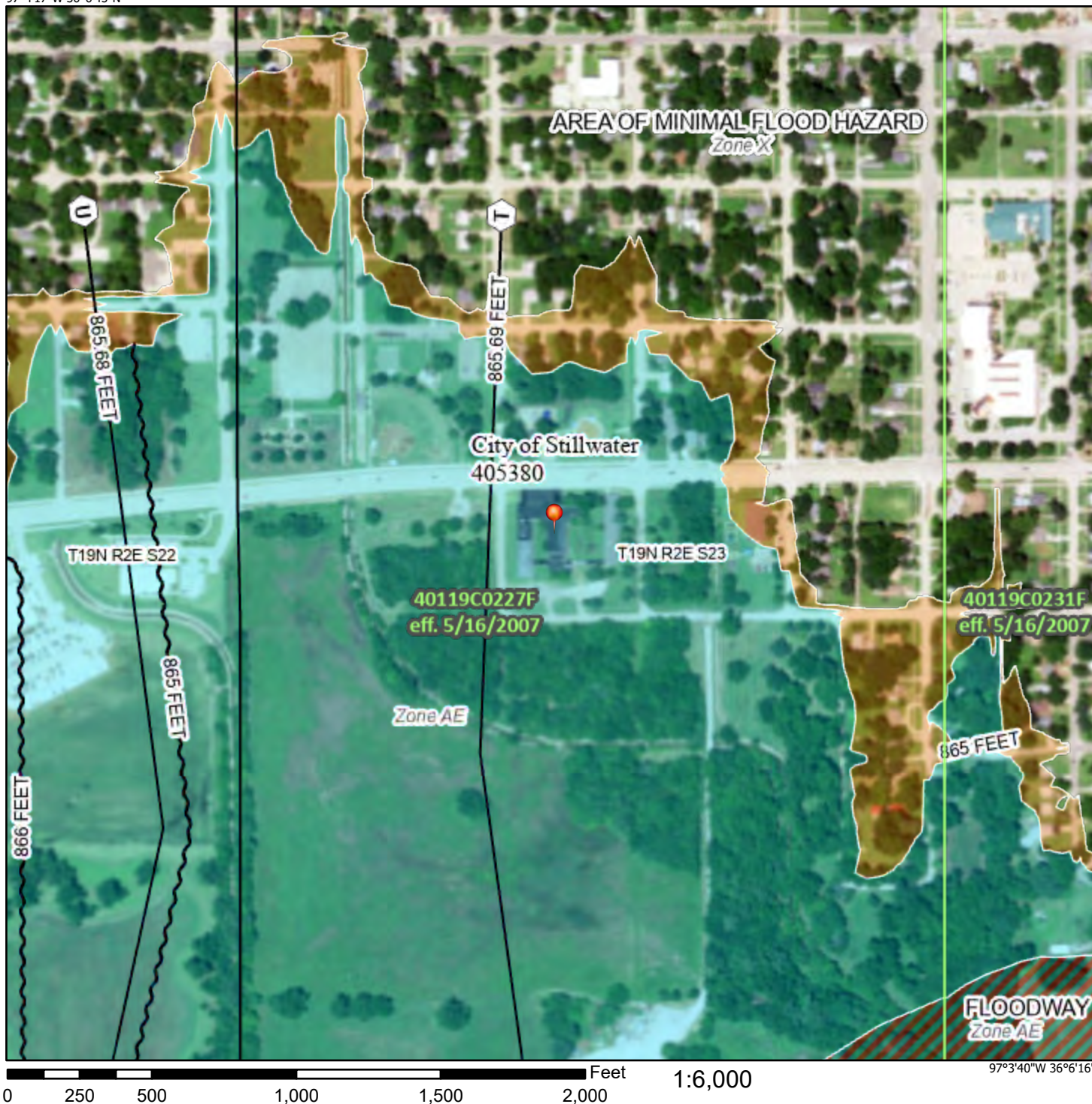


National Flood Hazard Layer FIRMette

EXHIBIT II



97°4'17"W 36°6'45"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped
		The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **12/4/2023 at 11:42 AM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Basemap Imagery Source: USGS National Map 2023



CITY OF STILLWATER - WASHINGTON SCHOOL

PERSPECTIVE - NORTHWEST VIEW

GRAPHIC LEGEND

1. DROP-OFF DRIVEWAY
2. PARKING LOTS
3. STREET ENTRANCES
4. ADMINISTRATION WING
5. COMMUNITY WING
6. GYMNASIUM
7. BACK-OF-HOUSE
8. DELIVERY AREA
9. FUTURE EXPANSION
10. EVENT PATIO
11. RECREATION LAWN
12. EXISTING ROADS





CITY OF STILLWATER - WASHINGTON SCHOOL

SITE PLAN - OVERALL VIEW

GRAPHIC LEGEND

1. CIRCLE DRIVEWAY
2. PARKING LOTS
3. STREET ENTRANCES
 - a. BUILDING VESTIBULES
4. ADMINISTRATION WING
 - a. RECEPTION
 - b. OFFICES
 - c. RESTROOMS
 - d. WORK SPACE
5. COMMUNITY WING
 - a. SMALL CONFERENCE ROOM
 - b. LARGE CONFERENCE ROOM
 - c. RESTROOMS
6. GYMNASIUM
7. BACK-OF-HOUSE
 - a. COMMERCIAL KITCHEN
 - b. RESTROOMS
8. DELIVERY AREA
9. FUTURE EXPANSION
10. EVENT PATIO
11. RECREATION LAWN
12. EXISTING ROADS

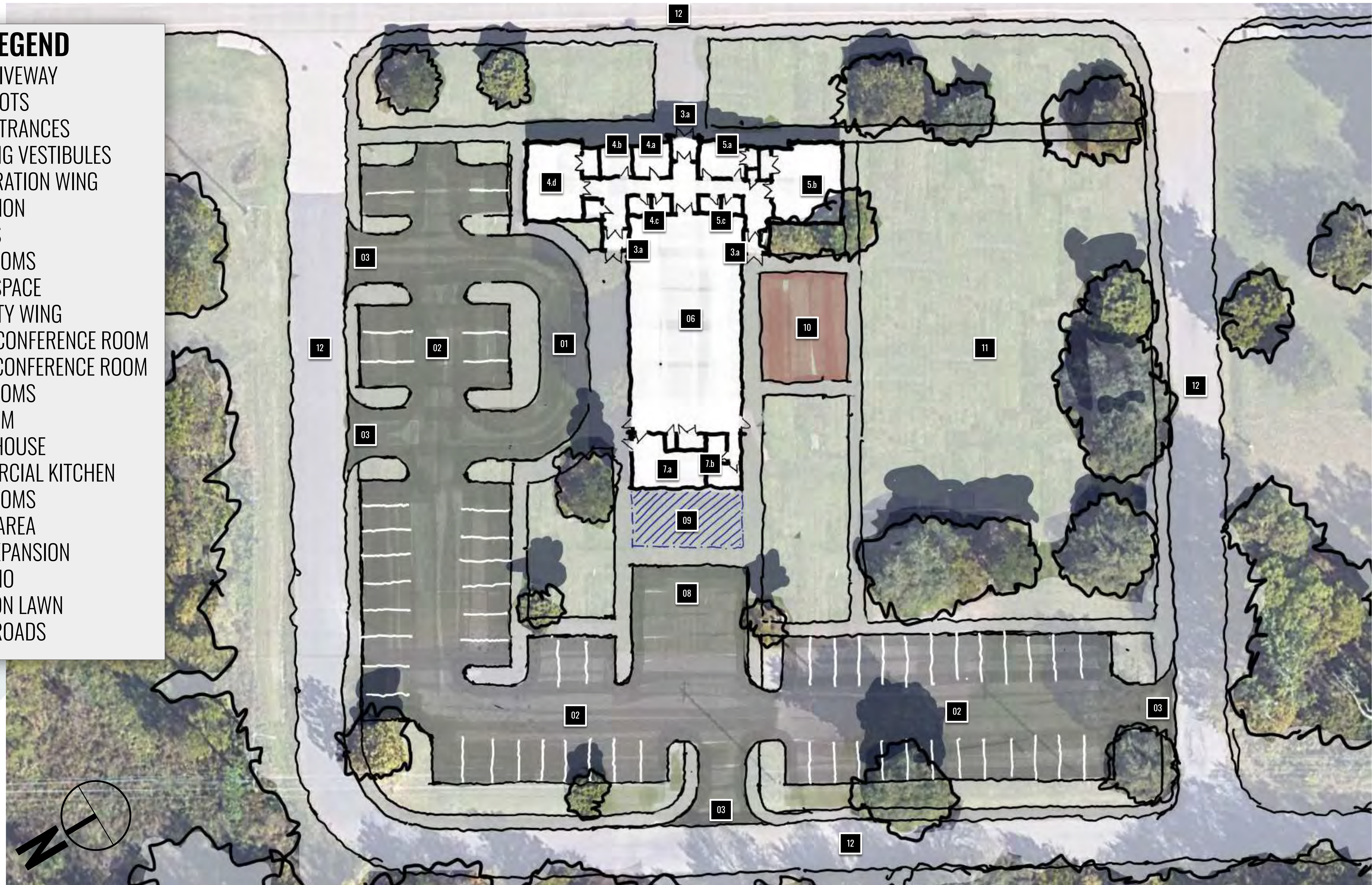


EXHIBIT V



ORIGINAL ESTIMATE / BUDGET

Washington School
Rehabilitation Project
Stillwater, OK
February 7, 2024

Square Footage: 10,257 SF

ITEM	DESCRIPTION OF WORK	QUANTITY	UNIT	LABOR UNIT PRICE	LABOR	MATERIAL UNIT PRICE	MATERIAL	SUBCONTRACT / EQUIPMENT UNIT PRICE	SUBCONTRACT	PROJECT TOTAL COST
1	Asbestos Abatement (Incl's \$3,500 for Survey / Report)	1	allow	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ 15,000	\$ 15,000
2	Demolition - Ancillary Wings, Canopies, South End	1	ls	\$ 2,250.00	\$ 2,250	\$ 750.00	\$ 750	\$ 118,240	\$ 118,240	\$ 121,240
3	Site Clearing / Tree & Debris Removal / Site Clean-up	1	ls	\$ 3,500.00	\$ 3,500	\$ 1,000.00	\$ 1,000	\$ 9,500	\$ 9,500	\$ 14,000
4	Roof Replacement / Gutters & Downspouts	10,257	sf		\$ -		\$ -	\$ 17.50	\$ 179,498	\$ 179,498
5	Replacement Windows	1	allow		\$ -		\$ -	\$ 100,000.00	\$ 100,000	\$ 100,000
6	New Exterior Doors	5	sets	\$ 275.00	\$ 1,375	\$ 1,200.00	\$ 6,000	\$ -	\$ -	\$ 7,375
7	Masonry Restoration	1	ls		\$ -		\$ -	\$ 25,000	\$ 25,000	\$ 25,000
8					\$ -		\$ -	\$ -	\$ -	\$ -
9					\$ -		\$ -	\$ -	\$ -	\$ -
10				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11					\$ -		\$ -	\$ -	\$ -	\$ -
12					\$ -		\$ -	\$ -	\$ -	\$ -
13					\$ -		\$ -	\$ -	\$ -	\$ -
14					\$ -		\$ -	\$ -	\$ -	\$ -
15					\$ -		\$ -	\$ -	\$ -	\$ -
16					\$ -		\$ -	\$ -	\$ -	\$ -
17	Subtotal of Costs				\$ 7,125		\$ 7,750		\$ 447,238	\$ 462,113
18	Sales Tax						\$ -			Exempt
19	LCC Payroll Burden / GL & BR Insurance				\$ 3,349		\$ 78		\$ 4,472	\$ 7,899
20	Preconstruction Services	1	ls	4500	\$ 4,500			\$ -	\$ -	\$ 4,500
21	Subtotal of Costs:				\$ 14,975		\$ 7,828		\$ 451,710	\$ 474,511
22	General Conditions & Indirect Costs	3	mo		\$ -		\$ -	\$ 21,500	\$ 64,500	\$ 64,500
23	Contingency (15%)	1	ls		\$ -		\$ -		\$ -	\$ 71,177
24	Payment & Performance Bond (CM)									\$ -
25	Construction Manager's Overhead & Fee									\$ 53,901
26	Subtotal of Costs:									\$ 664,089
27	Architectural & Engineering Fees	1	allow							Not Incl'd
28										
29	TOTAL COST:								TOTAL GMP:	\$ 664,089

Cost / SF: \$64.74

ASSUMPTIONS / QUALIFICATIONS:

- 1 Pricing includes anticipated escalation
- 2 Sales tax is not included
- 3 No 'interior finishes' are included

RESOLUTION NO. CC-2024-27

A RESOLUTION OF THE STILLWATER CITY COUNCIL APPROVING THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2024 AIRPORT IMPROVEMENT PROGRAM (AIP) DISCRETIONARY FUNDS ADMINISTERED BY THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR AIRPORT INFRASTRUCTURE IMPROVEMENTS AT STILLWATER REGIONAL AIRPORT; AND APPROVING THE ASSOCIATED BUDGET AMENDMENTS FOR THE REQUIRED SPONSOR MATCH

WHEREAS, the Federal Aviation Administration's (FAA's) regular Airport Improvement Program (AIP) provides more than \$3.18 Billion annually in entitlement and discretionary grant funds for a network of more than 3,300 eligible airports; and

WHEREAS, Public Law 117-328 Consolidated Appropriations Act, 2023 included a supplemental amount of approximately \$559 Million for FAA discretionary grants under the AIP statute; and

WHEREAS, on May 20, 2024, City Council approved Resolution No. CC-2024-16 authorizing application and appropriation for Fiscal Year 2024 FAA funds in the amount of \$13,322,247 with a City match of \$894,135 to be utilized by the Airport to construct Phase 1 of the airport terminal project; and

WHEREAS, Stillwater Regional Airport has completed 95% design of Phase 2 of the terminal project, improvement of Airport Industrial Access Road (AIAR) and roundabout development, as well as completed the required environmental review (CATEX) and now intends to apply for additional Fiscal Year 2024 AIP discretionary funds in support of Phase 2; and

WHEREAS, the cost estimate for Phase 2 of the terminal project is \$3,330,000; and

WHEREAS, the anticipated cost share under the FAA 2024 AIP discretionary grant is as follows: Federal Aviation Administration: \$3,000,000 and City of Stillwater (10% sponsor match): \$333,334; and

WHEREAS these improvements will enhance the operational efficiency and safety of airport users, particularly users of the commercial air service terminal.

NOW THEREFORE, BE IT RESOLVED, the City of Stillwater hereby authorizes submission of a Federal Aviation Administration grant application for fiscal year 2024 FAA AIP discretionary funds in an amount not-to-exceed \$3,000,000 and payment of matching funds.

BE IT FURTHER RESOLVED, the City of Stillwater hereby approves the attached Budget Amendment in the amount of \$333,334 to appropriate funds for the required sponsor match.

BE IT FURTHER RESOLVED, that the Mayor or Vice-Mayor is hereby authorized to execute all necessary project documents including: grant applications, offers and agreements, sponsor certifications, DBE certifications, contracts and other related documents as may be required to secure funding and conduct said airport project.

PASSED AND APPROVED by the City Council of Stillwater, Oklahoma, and signed this 9th day of September, 2024.

CITY OF STILLWATER, OKLAHOMA
a Municipal Corporation

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 9th DAY OF SEPTEMBER, 2024.

KIMBERLY CARNLEY, CITY ATTORNEY

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: 08/30/2024

Department: Airport

Requested by: Kellie Reed

Explanation:

Expenditures:
Appropriate funds to provide match for FAA 2024 AIP Discretionary grant application. Funding transferred from City's Capital Fund budget to Airport Grants Fund.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	AIP Discretionary Grant Project	8207010 - 54030	25AP04820	\$ 0	\$ 333,334	\$ 333,334
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 333,334

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes

☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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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: 08/30/2024

Department: Airport

Requested by: Kellie Reed

Explanation:

Revenues:

Appropriate funds to provide match for FAA 2024 AIP Discretionary grant application. Funding transferred from City's Capital Fund budget to Airport Grants Fund.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Airport Grants Fund Transfer In	8200000 - 61000		\$ 3,711,591	\$ 333,334	\$ 4,044,925
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 333,334

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes

☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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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: 08/30/2024

Department: Airport

Requested by: Kellie Reed

Explanation:

Expenditures:
Appropriate funds to provide match for FAA 2024 AIP Discretionary grant application. Funding transferred from City's Capital Fund budget to Airport Grants Fund.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	City Capital Fund Transfer Out	1050000 - 71000		\$ 674,057	\$ 333,334	\$ 1,007,391
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 333,334

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes

☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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REPORT TO: CITY COUNCIL

MEETING DATE: SEPTEMBER 9, 2024



Agenda Item:	9.a. CC-24-110																								
Previous/Related Action:	N/A																								
Background/Issue:	The Audit Committee provides independent review and oversight of the government's financial reporting processes, internal controls and independent auditors. The duties of the Audit Committee include but are not limited to the following: • recommendation of accounting firm to perform the annual audit; • maintenance of good communications with city staff and independent accountants; • review and evaluation of year end financial statements and independent accountants' audit reports; • review and evaluation of independent accountants' management letter; • review any reported deficiencies in internal controls; and • to report to the city council as required. Below is a list of current Audit Committee members: <table><tr><th>Member</th><th>Term Expiration</th><th>Term</th><th>Special Requirement</th></tr><tr><td>Rachel Domnick</td><td>1/2025</td><td>1st</td><td>CPA</td></tr><tr><td>Austin Pollard</td><td>1/2025</td><td>2nd</td><td>Banker</td></tr><tr><td>Kelly Cox</td><td>1/2026</td><td>6th</td><td>Business</td></tr><tr><td>Randy Murray</td><td>1/2026</td><td>2nd</td><td>CPA</td></tr><tr><td>Vacant</td><td></td><td></td><td></td></tr></table>	Member	Term Expiration	Term	Special Requirement	Rachel Domnick	1/2025	1st	CPA	Austin Pollard	1/2025	2nd	Banker	Kelly Cox	1/2026	6th	Business	Randy Murray	1/2026	2nd	CPA	Vacant			
Member	Term Expiration	Term	Special Requirement																						
Rachel Domnick	1/2025	1st	CPA																						
Austin Pollard	1/2025	2nd	Banker																						
Kelly Cox	1/2026	6th	Business																						
Randy Murray	1/2026	2nd	CPA																						
Vacant																									
Proposal/Solution:	Appoint to fill the vacancy on the Audit Committee representing the business person group.																								
Financial Source/Impact:	No impact																								
Related Strategic Priority:	#6 ENGAGED & INVESTED RESIDENTS																								
Recommended Action/Motion:	Recommend appointment of one of the following applicants to																								

the Audit Committee:

- Les Austin
- Devon Zacharias

Prepared By:	Christy Cluck, Assistant City Manager/Finance Director
Reviewed By:	Teresa Kadavy
Submitted By:	Kimberly Meek, City Manager

Attachments

None