



Together, Investing in Municipal Excellence

STILLWATER UTILITIES AUTHORITY MEETING AGENDA
SEPTEMBER 23, 2024

723 S. Lewis Street, Room 1122B
Stillwater, OK 74074
5:30 PM

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

1. Call Meeting to Order

2. Consent Docket

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

a.	Approve September 9, 2024 regular meeting minutes		
b.	Approve budget amendment appropriating \$290,000 from the RSF for the 69kV laminated pole replacement project.	SUA-24-52	Loren Smith
c.	Approve Blue Peak Pole Attachment Agreement #25 and authorize the General Manager to sign the agreement.	SUA-24-53	Loren Smith

3. Public Comment on Items not Scheduled for Public Hearings

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

4. Items Removed from the Consent Docket

Items removed from the consent docket are placed on this section of the agenda for discussion, revision,

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

5. General Orders

a.	Consider approval of the Task Order Agreement with Black and Veatch for Engineering Services for FY25 Water and Sewer Capital Projects; authorize expenditures associated with Task Orders 1 and 2; approve the associated budget amendment appropriating \$4,256,476 for the initial two Task Orders and a 10% contingency; and authorize the General Manager to sign all related documents.	SUA-24-54	David Barth
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6. Questions and Inquiries

7. Reports from Officers and Boards

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

8. Adjourn

On September 19, 2024 at 4:30 p.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 SEPTEMBER 6, 2024 AT 9:00 A.M. AT THE MUNICIPAL BUILDING,
723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER UTILITIES AUTHORITY
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
SEPTEMBER 9, 2024**

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

1. CALL MEETING TO ORDER

Chair Joyce called the meeting to order at 6:11 p.m.

2. CONSENT DOCKET

- a. Approve August 19, 2024 regular meeting minutes
- b. Approve Waste Management Rear Load and Roll-Off Trucks Buy-Back Cycle Agreements with River City Hydraulics and authorize the General Manager to sign the documents.
- c. Approve budget amendments reflecting increased revenue projection of \$738,830 and expenditure of \$738,830 related to the Kipper LLC electric service relocation project and agreement.
- d. Approve Memorandum of Understanding between Kipper LLC, the Stillwater Utilities Authority, and Oklahoma Gas & Electric Company to memorialize the understanding of the parties, as required by 11 O.S. § 21-121 and 17 O.S. § 190.7, regarding Kipper's options to receive electric service for the Kipper Facilities.

MOTION BY VICE CHAIR DZIALOWSKI, SECOND BY TRUSTEE CLARK TO APPROVE THE CONSENT DOCKET AS PRESENTED.

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

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

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

4. ITEMS REMOVED FROM CONSENT DOCKET

None.

5. QUESTIONS & INQUIRIES

None.

6. REPORTS FROM OFFICERS & BOARDS

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

7. QUESTIONS & INQUIRIES

None.

8. ADJOURN

MOTION BY VICE CHAIR DZIALOWSKI, SECOND BY TRUSTEE HARDIN TO ADJOURN THE SEPTEMBER 9, 2024 REGULAR MEETING OF THE STILLWATER UTILITIES AUTHORITY.

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

The September 9, 2024 regular meeting of the Stillwater Utilities Authority adjourned at 6:11 p.m.

WILLIAM H. JOYCE, CHAIR
STILLWATER UTILITIES AUTHORITY

TERESA KADAVY, SECRETARY
STILLWATER UTILITIES AUTHORITY

REPORT TO: STILLWATER UTILITIES AUTHORITY**MEETING DATE: SEPTEMBER 23, 2024**

Agenda Item:	2.b. SUA-24-52
Previous/Related Action:	See 2.d.SUA-24-08 Attached
Background/Issue:	On February 26, 2024 the Trustees approved the 69kV laminated pole replacement project. Since then, staff has been working with CEC to finalize the design for the project.
Proposal/Solution:	CEC has provided cost estimates to procure the materials and services for the project. Steel structures are estimated to cost \$99,000 Drilled pier foundations construction estimated cost \$90,000 Structure setting and build out is estimated to cost \$95,000 Transmission Packager is estimated to cost \$6,000 Staff is seeking budget amendment approval to appropriate \$290,000 from the RSF for the project. Each package will be approved administratively as they fall below the \$100,000 expenditure limit.
Financial Source/Impact:	Funds are available in the electric rate stabilization fund and will be appropriated by approval of the attached budget amendment.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #3 SAFE COMMUNITY
Recommended Action/Motion:	Motion to approve budget amendment appropriating \$290,000 from the RSF for the 69kV laminated pole replacement project.
Prepared By:	Loren Smith, Electric Utility Dir.
Reviewed By:	Loren Smith Brady Moore Teresa Kadavy
Submitted By:	Kimberly Meek, General Manager

Attachments

1. SUA-24-08 PSA_
2. EL - 69kV Replacement - 9.23.2024 - Expenditure Final

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

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

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

Attachments

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

Budget Amendment Request
For Budget Year 2025

Office: 405.372.0025
Web: stillwater.org

Date: 09/16/2024

Department: Electric Utility Requested by: Loren Smith

Explanation: Appropriate funds for Steel Structures, Drilled Pier Foundations, Structure Setting and Transmission Packager related to the replacement of two 69kV laminated self-supporting structures.

Account Name	Account Number (xxxxxx-xxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Replace 69kV Structures	9119011 - 54009	24RS08911	\$ 0	\$ 290,000	\$ 290,000
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

Increase:

Decrease:

Net Change: (will usually result in a total increase or decrease) \$ 290,000

Reviewed by Department Manager: Lo Smith Date: 9/16/24

Reviewed by Finance: [Signature] Date: 9/16/2024

Approved by CMO: _____ Date: _____
Approved by City Council: _____ Date: _____

Processed by Finance: _____ Date: _____

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

--Print on Yellow Paper--

REPORT TO: STILLWATER UTILITIES AUTHORITY**MEETING DATE: SEPTEMBER 23, 2024**

Agenda Item:	2.c. SUA-24-53
Previous/Related Action:	CC-21-171 ROW occupancy agreement with Blue Peak Broadband
Background/Issue:	On September 13, 2021, Council approved a ROW occupancy agreement with Blue Peak Broadband. As BluePeak moves forward with their broadband project, they will be placing fiber optic cable on City utility poles. A Pole Attachment Licensing Agreement is needed.
Proposal/Solution:	Authorize and execute Blue Peak Pole Attachment Licensing Agreement #25. Please note that the agreement #'s may be out of sequence. This is due to required corrections to the plan sets and the time resubmittals are received back for final review.
Financial Source/Impact:	Each agreement will generate annual revenue in the amount of \$20 per pole.
Related Strategic Priority:	#4 CONNECTED SPACES #5 UNIQUE CULTURE
Recommended Action/Motion:	Motion to authorize the General Manager to execute Blue Peak Pole Attachment Licensing Agreement #25.
Prepared By:	Loren Smith, Electric Utility Dir.
Reviewed By:	Loren Smith Brady Moore Teresa Kadavy
Submitted By:	Kimberly Meek, General Manager

Attachments

1. CC-21-171 VAST broadband application
2. POLATT24-0015 DA41 Agreement 25 w_Bond

REPORT TO: CITY COUNCIL

MEETING DATE: SEPT. 13, 2021

Agenda Item:	8d. CC-21-171
Prior Council Action/Related Items:	Right of Way Management Ordinance 3408
Background / Issue:	• Vast Broadband (dba Bluepeak) has submitted an application to occupy the public right-of-way (ROW). • Bluepeak will construct a Fiber to the Home/Business broadband network and offer services in Stillwater upon completion. • Bluepeak currently operates systems in over 50 communities. • Ordinance 3408, adopted in July 2018, requires each entity that occupies the public ROW to register as an occupant. • Once occupancy permit is approved by Council, the applicant can obtain a construction permit and/or pole attachment agreement as may be appropriate.
Proposal/Solution:	• The applicant has submitted the required information and meets the requirements as set forth in Ordinance 3408. • Staff recommends approval of Bluepeak as a right-of-way occupant.
Financial Impact/Funding Source(s):	The permit requires fees to be collected for registration and for occupancy of the right-of-way according to established fee schedules. The cumulative permit, construction, and annual fees will vary depending on the characteristics and size of the project.
Strategic Plan Alignment:	#4 Connected Spaces: To develop a strong sense of place that recognizes the interconnectedness of people, buildings, and public systems (such as transportation, utilities, and parks) that best serve the needs of the public. #5 Unique Culture: To cultivate partnerships that enhance the unique culture of Stillwater with equal access to services and amenities, strong and connected neighborhoods, and a thriving economy and business atmosphere.

Recommended Action/Motion:	Motion to approve Bluepeak's ROW occupancy permit.
Prepared By:	John McClenny, Special Projects
Reviewed By:	Patti Osmus, Assistant to the City Manager
Submitted By:	Norman McNickle, City Manager
Attachment(s):	ROW Occupancy Permit Application

Stillwater Utilities Authority Pole Attachment Licensing Agreement

Original issue: 07/16/18

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Part One – Pole Attachment Licensing Agreement

This Pole Attachment Licensing Agreement (the “Agreement”) dated _____
September 4, 20 24 is made by and between the Stillwater Utilities Authority
 (“Utility”), located in the State of Oklahoma, and

Clarity LLC, d.b.a Bluepeak _____ (“Licensee”).

Recitals

- A. Licensee proposes to install and maintain Communications Facilities and associated equipment, Licensee’s Attachments, on Utility’s Poles to provide Communications Services; and
- B. Utility is willing, when it may lawfully do so, to issue one or more Permits authorizing the placement or installation of Licensee’s Attachments on Utility’s Poles, provided that Utility may refuse, on a nondiscriminatory basis, to issue a Permit where there is insufficient Capacity or for reasons relating to safety, reliability, generally applicable engineering purposes, and/or any other Applicable Standard; and

[NOTE: The following Recitals may be used where Licensee and Utility have an existing pole attachment agreement.]

- C. On _____, _____, Utility and Licensee entered into a **[Insert name of agreement]** (e.g., the “___ Agreement”); [and]
- D. By registered letter dated _____, 20____, Utility gave notice to Licensee that Utility/ Licenser was terminating the _____ Agreement effective _____, 2 ____; [and]
- E. The parties intend that this Agreement replace the _____ Agreement on its termination; [and]
- F. Therefore, in consideration of the mutual covenants, terms and conditions set out below the parties agree as follows:

AGREEMENT

Article I—Definitions

For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given below, unless more specifically defined within a specific Article or Paragraph of this Agreement. When not inconsistent with the context, words used in the present tense include the future and past tense, and words in the singular number include the plural number. The words “shall” and “will” are mandatory

and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- 1.1 **Affiliate:** when used in relation to Licensee, means another entity that owns or controls, is owned or controlled by, or is under common ownership or control with Licensee.
- 1.2 **Applicable Standards:** means all applicable engineering and safety standards governing the installation, maintenance, and operation of facilities and the performance of all work in or around electric Utility Facilities and includes the most current versions of National Electric Safety Code (“NESC”), the National Electrical Code (“NEC”), and the regulations of the Occupational Safety and Health Administration (“OSHA”), each of which is incorporated by reference in this Agreement, and the safety, engineering and construction requirements and standards of Utility.
- 1.3 **Attaching Entity:** means any public or private entity, including Licensee that, pursuant to a license agreement with Utility, places an Attachment on Utility’s Pole to provide Communications Service.
- 1.4 **Attachment(s):** means Licensee’s Communications Facilities that are placed directly on Utility’s Poles within the Communication Space, or Overlashed onto an existing Attachment, but does not include either a Riser or a service drop attached to a single Pole where Licensee has an existing Attachment on such Pole.
- 1.5 **Capacity:** means the ability of a Pole to accommodate an additional Attachment based on Applicable Standards, including space and loading considerations.
- 1.6 **Climbing Space:** means that portion of a Pole’s surface and surrounding space that is free from encumbrances to enable Utility employees and contractors to safely climb, access, and work on Utility Facilities and equipment.
- 1.7 **Communications Facilities:** means wireline or wireless facilities, including but not limited to, fiber optic, copper, and/or coaxial cables, wireless antennas, receivers or transceivers utilized to provide Communications Service. This term excludes power supplies, demarcation boxes, power transfer switches, grounding equipment, metering facilities and other associated equipment.
- 1.8 **Communications Service:** means the transmission or receipt of voice, video, data, broadband Internet, or other forms of digital or analog signals over Communications Facilities.
- 1.9 **Communication Space:** means the communication space as defined in the latest version of the National Electrical Safety Code.

- 1.10 **Licensee**: means the party listed as Licensee in the first paragraph of this agreement.
- 1.11 **Make-Ready Work**: means all work that Utility reasonably determines to be required to accommodate Licensee's Communications Facilities and/or to comply with all Applicable Standards. Such work includes, but is not limited to, rearrangement and/or transfer of Utility Facilities or existing Attachments, inspections, engineering work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), pole replacement and construction but does not include Licensee's routine maintenance.
- 1.12 **Occupancy**: means the use or reservation of space for Attachments on a Utility Pole.
- 1.13 **Overlash**: means to place an additional wire or cable Communications Facility onto an existing attached Communications Facility.
- 1.14 **Pedestals/Vaults/Enclosures**: means above- or below-ground housings that are not attached to Utility Poles but are used to enclose a cable/wire splice, power supplies, amplifiers, passive devices, and/or to provide a service connection point
- 1.15 **Permit**: means written or electronic authorization (see Appendix C) by Utility for Licensee to make or maintain Attachments to specific Utility Poles pursuant to the requirements of this Agreement. Licensee's attachments made prior to the Effective Date and authorized by Utility ("Existing Attachments") shall be deemed Permitted Attachments hereunder.
- 1.16 **Pole**: means a pole owned or controlled by Utility excluding transmission poles that is capable of supporting Attachments for Communications Facilities.
- 1.17 **Post-Construction Inspection**: means the inspection by Utility or Licensee or some combination of both to verify that the Attachments have been made in accordance with Applicable Standards and the Permit.
- 1.18 **Pre-Construction Survey**: means all work or operations required by Applicable Standards and/or Utility to determine the Make-Ready Work necessary to accommodate Licensee's Communications Facilities on a Pole. Such work includes, but is not limited to, field inspection and administrative processing.
- 1.19 **Reserved Capacity**: means capacity or space on a Pole that Utility has identified and reserved for its own future utility requirements at the time of the Permit grant, including the installation of communications circuits for operation of Utility's electric system.

- 1.20 **Riser:** means metallic or plastic encasement materials placed vertically on the Pole to guide and protect wires and cables.
- 1.21 **Tag:** means to place distinct markers on wires and cables, coded by color or other means specified by Utility and/or applicable federal, State or local regulations, that will readily identify the type of Attachment (e.g., cable TV, telephone, high-speed broadband data, public safety) and its owner.
- 1.22 **Utility Facilities:** means all personal property and real property owned or controlled by Utility, including Poles and related facilities.

Article 2—Scope of Agreement

- 2.1 **Grant of License.** Subject to the provisions of this Agreement, Utility grants Licensee a revocable, nonexclusive license authorizing Licensee to install and maintain Attachments to Utility's Poles.
- 2.2 **Parties Bound by Agreement.** Licensee and Utility agree to be bound by all provisions of this Agreement.
- 2.3 **Permit Issuance Conditions.** Utility will issue one or more Permit(s) to Licensee only when Utility determines, in its sole judgment, exercised reasonably, that (i) it has sufficient Capacity to accommodate the requested Attachment(s), (ii) Licensee meets all requirements set forth in this Agreement, and (iii) such Permit(s) comply with all Applicable Standards.
- 2.4 **Reserved Capacity.** Access to space on Utility Poles will be made available to Licensee with the understanding that certain Poles may be subject to Reserve Capacity for future electric service use. At the time of Permit issuance, Utility shall notify Licensee if capacity on particular poles is being reserved for reasonably foreseeable future electric use. For Attachments made with notice of such a Reservation of Capacity, on giving Licensee at least sixty (60) calendar days prior notice, Utility may reclaim such Reserved Capacity at any time following the installation of Licensee's Attachment if required for Utility's future utility service. If reclaimed for Utility's use, Utility may at such time also install associated facilities, including the attachment of communications lines for internal Utility operational or governmental communications requirements. Utility shall give Licensee the option to remove its Attachment(s) from the affected Pole(s) or to pay for the cost of any Make-Ready Work needed to expand Capacity for core utility service requirements, so that Licensee can maintain its Attachment on the affected Pole(s). The allocation of the cost of any such Make-Ready Work (including the transfer, rearrangement, or relocation of third-party Attachments) shall be determined in accordance with Article 9. Licensee shall not be required to bear any of the costs or rearranging or replacing its Attachment(s), if such

rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity.

- 2.5 **No Interest in Property.** No use, however lengthy, of any Utility Facilities, and no payment of any fees or charges required under this Agreement, shall create or vest in Licensee any easement or other ownership or property right of any nature in any portion of such Facilities. Neither this Agreement, nor any Permit granted under this Agreement, shall constitute an assignment of any of Utility's rights to Utility Facilities. Notwithstanding anything in this Agreement to the contrary, Licensee shall, at all times, be and remain a Licensee only.
- 2.6 **Licensee's Right to Attach.** Nothing in this Agreement, other than a Permit issued pursuant to Article 6, shall be construed as granting Licensee any right to attach Licensee's Communications Facilities to any specific Pole.
- 2.7 **Utility's Rights over Poles.** The parties agree that this Agreement does not in any way limit Utility's right to locate, operate, maintain, or remove its Poles in the manner that will best enable it to fulfill its service requirements or to comply with any federal, state, or local legal requirement.
- 2.8 **Expansion of Capacity.** Utility will take reasonable steps to expand Pole Capacity when necessary to accommodate Licensee's request for Attachment. Notwithstanding the foregoing sentence, nothing in this Agreement shall be construed to require Utility to install, retain, extend, or maintain any Pole for use when such Pole is not needed for Utility's own service requirements.
- 2.9 **Other Agreements.** Except as expressly provided in this Agreement, nothing in this Agreement shall limit, restrict, or prohibit Utility from fulfilling any agreement or arrangement regarding its Poles into which Utility has previously entered, or may enter in the future, with others not party to this Agreement.
- 2.10 **Permitted Uses.** This Agreement is limited to the uses specifically stated in the recitals set forth above and no other use shall be allowed without Utility's express written consent to such use. Nothing in this Agreement shall be construed to require Utility to allow Licensee to use Utility's Poles after the termination of this Agreement.
- 2.11 **Overlapping.** The following provisions apply to Overlapping:
- 2.11.1 Licensee shall obtain a Permit for each Overlapping, in accordance with the requirements of Article 6. Absent such authorization, Overlapping constitutes an unauthorized Attachment and is subject to removal or, at

Utility's discretion, imposition of an Unauthorized Attachment fee, as specified in Appendix A, Item 3.

2.11.2 Authorized Overlapping to accommodate Attachments of Licensee or its Affiliate(s) shall not increase the Annual Attachment Fee paid by Licensee pursuant to Appendix A, Item 1. Licensee or Licensee's Affiliate shall, however, be responsible for all Make-Ready Work and other charges associated with the Overlapping. Licensee shall not have to pay a separate Annual Attachment Fee for such Overlapped Attachment.

2.11.3 At Licensee's request, Utility may allow Overlapping to accommodate facilities of a third party, not affiliated with Licensee. In such circumstances, the third party must enter into a License Agreement with Utility, obtain Permit(s), and pay a separate Attachment Fee (Appendix A, Item 1) as well as the costs of all necessary Make-Ready Work required to accommodate the Overlapping. Utility shall not grant such Permit(s) to third parties allowing Overlapping of Licensee's Communications Facilities without Licensee's consent. Authorized Overlapping shall not increase the fees and charges paid by Licensee pursuant to Appendix A, Item 1. Nothing in this Agreement shall prevent Licensee from seeking a contribution from an Overlapping third party to defray fees and charges paid by Licensee.

2.11.4 Make-Ready Work procedures set forth in Article 7 shall apply, as necessary, to all Overlapping.

2.11.5 Overlapping shall only be permitted if the existing attachment is located in the communication space.

2.12 **Enclosures.** Licensee shall not place Pedestals, Vaults, and/or other Enclosures on or within ten (10) feet of any Pole or other Utility Facilities without Utility's prior written permission. If permission is granted, all such installations shall be per the Specifications and Drawings in Appendix D of this Agreement and charges as provided in Appendix A. Such permission shall not be unreasonably withheld. Further, Licensee agrees to move any such above-ground enclosures in order to provide sufficient space for Utility to set a replacement Pole.

Article 3—Fees and Charges

3.1 **Payment of Fees and Charges.** Licensee shall pay to Utility the fees and charges specified in Appendix A and shall comply with the terms and conditions specified in this Agreement.

- 3.2 **Payment Period.** Unless otherwise expressly provided, Licensee shall pay any invoice its receives from Utility pursuant to this Agreement within thirty (30) calendar days after Utility issues the invoice.
- 3.3 **Billing of Attachment Fee.** Utility shall invoice Licensee for the per-pole Attachment Fee annually, in arrears. Utility will submit to Licensee an invoice for the annual rental period not later than June 30th of each year. The initial annual rental period shall commence upon the execution of this Agreement and conclude on June 30th of the next year, and each subsequent annual rental period shall commence on the following July 1st and conclude on June 30th of the subsequent year. The invoice shall set forth the total number of Utility's Poles on which Licensee was issued and/or holds Permit(s) for Attachments during such annual rental period, including any previously authorized and valid Permits.
- 3.4 **Refunds.** No fees and charges specified in Appendix A shall be refunded on account of any surrender of a Permit granted under this Agreement. Nor shall any refund be owed if a Pole is not used or abandoned by Utility.
- 3.5 **Late Charge.** If Utility does not receive payment for any fee or other amount owed within thirty (30) calendar days after it becomes due, Licensee shall pay interest to Utility at the rate of ten (10%) per month, or the maximum interest allowed by law, whichever is greater, on the amount due.
- 3.6 **Payment for Work.** Licensee will be responsible for payment to Utility for all work that Utility or Utility's contractors perform pursuant to this Agreement to accommodate Licensee's Communications Facilities.
- 3.7 **Advance Payment.** At its sole discretion, Utility may require that Licensee pay in advance all reasonable costs, including, but not limited to administrative, construction, inspections, and Make-Ready Work expenses, in connection with the initial installation or rearrangement of Licensee's Communications Facilities pursuant to the procedures set forth in Articles 6 and 7 below.
- 3.8 **True-Up.** Whenever Utility, in its discretion, requires advance payment of estimated expenses prior to undertaking an activity on behalf of Licensee and the actual cost of the activity exceeds the advance payment of estimated expenses, Licensee agrees to pay Utility for the difference in cost, provided that Utility documents such costs with sufficient detail to enable Licensee to verify the charges. To the extent that Utility's actual cost of the activity is less than the estimated cost, Utility shall refund to Licensee the difference in cost.
- 3.9 **Determination of Charges.** Wherever this Agreement requires Licensee to pay for work done or contracted by Utility, the charge for such work shall include all

reasonable material, labor, engineering, administrative, and applicable overhead costs. Utility shall bill its services based upon actual costs, and such costs will be determined in accordance with Utility's cost accounting systems used for recording capital and expense activities. All such invoices shall include an itemization of dates of work, location of work, labor and equipment costs per hour, persons employed, and costs of materials used. If Licensee was required to perform work and fails to perform such work, necessitating completion of the work by Utility, Utility may either charge an additional ten percent (10%) of its costs or assess the penalty specified in Appendix A.

- 3.10 **Work Performed by Utility.** Whenever this Agreement requires Utility to perform any work, Utility, at its sole discretion, may utilize its employees or contractors, or any combination of the two, to perform such work.
- 3.11 **Default for Nonpayment.** Nonpayment of any amount due under this Agreement beyond sixty (60) days shall constitute a material default of this Agreement.

Article 4—Specifications

- 4.1 **Installation/Maintenance of Communications Facilities.** After a Permit is issued pursuant to this Agreement, Licensee's Communications Facilities shall be installed and maintained in accordance with the requirements and specifications of Appendix D. All of Licensee's Communications Facilities must comply with all Applicable Standards. Licensee shall be responsible for the installation and maintenance of its Communications Facilities. Licensee shall, at its own expense, make and maintain its Attachment(s) in safe condition and good repair, in accordance with all Applicable Standards. Notwithstanding anything in this Agreement to the contrary, Licensee shall not be required to update or upgrade its Attachments if they met Applicable Standards at the time the attachments were made, unless such updates or upgrades are required by any revised Applicable Standards.
- 4.2 **Tagging.** Licensee shall Tag all of its Communications Facilities as specified in Appendix D and/or applicable federal, State, and local regulations upon installation of such Facilities. Within one year of the execution of this Agreement, Licensee shall also tag any untagged Communications Facilities that were on Utility Poles on the effective date of this Agreement. Failure to provide proper tagging will be considered a violation of the Applicable Standards.
- 4.3 **Interference.** Licensee shall not allow its Communications Facilities to impair the ability of Utility or any third party to use Utility's Poles, nor shall Licensee allow its Communications Facilities to interfere with the operation of any Utility

Facilities, third-party facilities or City of Stillwater facilities including cables, conductors, traffic controls networks and/or systems, communication networks and/or systems, radio communication network and/or systems, emergency management networks and/or systems and all related facilities.

- 4.4 **Protective Equipment.** Licensee and its employees and contractors shall utilize and install adequate protective equipment to ensure the safety of people and facilities. Licensee shall, at its own expense, install protective devices designed to handle the electric voltage and current carried by Utility's facilities in the event of a contact with such facilities. Except as provided in Paragraph 16.1, Utility shall not be liable for any actual or consequential damages to Licensee's Communications Facilities, Licensee's customers' facilities, or to any of Licensee's employees, contractors, customers, or other persons.
- 4.5 **Utility Right to Correct.** If Licensee's Communications Facilities, or any part of them, are installed, used, or maintained in violation of this Agreement, and Licensee has not corrected the violation(s) within thirty (30) calendar days from receipt of written notice of the violation(s) from Utility, Utility at its option, may correct such conditions. Utility will attempt to notify Licensee in writing prior to performing such work whenever practicable. When Utility believes, however, that such violation(s) pose an immediate threat to the safety of any person, interfere with the performance of Utility's service obligations, or present an immediate threat to the physical integrity of Utility Facilities, Utility may perform such work and/or take such action as it deems necessary without first giving written notice to Licensee. As soon as practicable afterward, Utility will advise Licensee of the work performed or the action taken. Licensee shall be responsible for all actual and reasonable costs incurred by Utility in taking action pursuant to this Paragraph, and Licensee shall indemnify Utility against any liability, costs, and expenses, including reasonable attorney's and expert fees, arising out of or relating to any such work.
- 4.6 **Restoration of Utility Service.** Utility's service restoration requirements shall take precedence over any and all work operations of Licensee on Utility's Poles.
- 4.7 **Effect of Failure to Exercise Access Rights.** If Licensee does not exercise any access right granted pursuant to this Agreement and/or applicable Permit(s) within ninety (90) calendar days of the effective date of such right and any extension to such Permit(s), Utility may, but shall have no obligation to, use the space scheduled for Licensee's Attachment(s) for its own needs or make the space available to other Attaching Entities. In such instances, Utility shall endeavor to make other space available to Licensee, upon written application under Article 6, as soon as reasonably possible and subject to all requirements of this Agreement, including the Make-Ready Work provisions. If Utility uses the space for its own

needs or makes them available to other parties, then from the date that Utility or a third party begins to use such space, For purposes of this paragraph, Licensee's access rights shall not be deemed effective until any necessary Make-Ready Work has been performed.

- 4.8 Removal of Nonfunctional Attachments.** At its sole expense, Licensee shall remove any of its Attachments or any part thereof that becomes nonfunctional and no longer fit for service ("Nonfunctional Attachment") as provided in this Paragraph 4.8. A Nonfunctional Attachment that Licensee has failed to remove as required in this paragraph shall constitute an unauthorized Attachment and is subject to the Unauthorized Attachment fee specified in Appendix A, Item 3. Except as otherwise provided in this Agreement, Licensee shall remove Nonfunctional Attachments within one (1) year of the Attachment becoming nonfunctional, unless Licensee receives written notice from Utility that removal is necessary to accommodate Utility's or another Attaching Entity's use of the affected Pole(s), in which case Licensee shall remove the Nonfunctional Attachment within sixty (60) days of receiving the notice. Where Licensee has received a Permit to Overlash a Nonfunctional Attachment, such Nonfunctional Attachment may remain in place until Utility notifies Licensee that removal is necessary to accommodate Utility's or another Attaching Entity's use of the affected Pole(s). Licensee shall give Utility notice of any Nonfunctional Attachments as provided in Article 15.

Article 5—Private and Regulatory Compliance

- 5.1 Necessary Authorizations.** Before Licensee occupies any of Utility's Poles, Licensee shall obtain from the appropriate public or private authority, or from any property owner or other appropriate person, any required authorization to construct, operate, or maintain its Communications Facilities on public or private property. Utility retains the right to require evidence that appropriate authorization has been obtained before any Permit is issued to Licensee. Licensee's obligations under this Article 5 include, but are not limited to, its obligation to obtain and pay for all necessary approvals to occupy public/private rights-of-way and easements and all necessary licenses and authorizations to provide the services that it provides over its Communications Facilities. Licensee shall defend, indemnify, and reimburse Utility for all losses, costs, and expenses, including reasonable attorney's fees that Utility may incur as a result of claims by governmental bodies, owners of private property, or other persons, that Licensee does not have sufficient rights or authority to attach Licensee's Communications Facilities on Utility's Poles or to provide particular services.

- 5.2 **Lawful Purpose and Use.** Licensee's Communications Facilities must at all times serve a lawful purpose, and the use of such Facilities must comply with all applicable federal, State and local laws.
- 5.3 **Forfeiture of Utility's Rights.** No Permit granted under this Agreement shall extend, or be deemed to extend, to any of Utility's Poles to the extent that Licensee's Attachment would result in a forfeiture of Utility's rights. Any Permit that would result in forfeiture of Utility's rights shall be deemed invalid as of the date that Utility granted it. Further, if any of Licensee's existing Communications Facilities, whether installed pursuant to a valid Permit or not, would cause such forfeiture, Licensee shall promptly remove its Facilities upon receipt of written notice from Utility. If Licensee does not remove its Communications Facilities in question within thirty (30) days of receiving written notice from Utility, Utility may at its option perform such removal at Licensee's expense. Notwithstanding the forgoing, Licensee shall have the right to contest any such forfeiture before any of its rights are terminated, provided that Licensee shall indemnify Utility for liability, costs, and expenses, including reasonable attorney's fees, that may accrue during Licensee's challenge.
- 5.4 **Effect of Consent to Construction/Maintenance.** Consent by Utility to the construction or maintenance of any Attachments by Licensee shall not be deemed consent, authorization, or acknowledgment that Licensee has obtained all required Authorizations with respect to such Attachment.

Article 6—Permit Application Procedures

- 6.1 **Permit Required.** Licensee shall not make any Attachments to any of Utility's Poles without first applying for and obtaining a Permit pursuant to the applicable requirements of Appendix B. If updates or upgrades are required by Applicable Standards, Licensee shall not be required to obtain Permits for Attachment(s) existing as of the effective date of this Agreement. Such grandfathered Attachments shall, however, be subject to the Attachment Fees specified in Appendix A and the tagging provisions in Paragraph 4.2. Licensee shall provide Utility a list of all such pre-existing Attachments within six (6) months of the effective date of this Agreement.
- 6.2 **Permits for Overlashing.** As set out in Paragraph 2.11, Permits are required for any Overlashing allowed under this Agreement and Licensee, Licensee's Affiliate or other third party, as applicable, shall pay any necessary Make-Ready Work costs to accommodate such Overlashing.
- 6.3 **Professional Certification.** Unless otherwise waived in writing by Utility, as part of the Permit application process and at Licensee's sole expense, a qualified and experienced professional engineer, or an employee or contractor of Licensee who

has been approved by Utility, must participate in the Pre-Construction Survey, conduct the Post-Construction Inspection, and certify that Licensee's Communications Facilities can be and were installed on the identified Poles in compliance with the standards in Paragraph 4.1 and in accordance with the Permit. The professional engineer's qualifications must include experience performing such work, or substantially similar work, on electric distribution systems. The Utility may require the Licensee's professional engineer to conduct a post-construction inspection that the Utility will verify by means that it deems to be reasonable.

Utility, at its discretion, may waive the requirements of this Paragraph 6.3, with respect to service drops.

6.4 Utility Review of Permit Application. Upon receipt of a properly executed Application for Permit (Appendix C), which shall include the Pre-Construction Survey, certified per Paragraph 6.3 above, and detailed plans for the proposed Attachments in the form specified in Appendix D, Utility will review the Permit Application and discuss any issues with Licensee, including engineering or Make-Ready Work requirements associated with the Permit Application. Utility acceptance of the submitted design documents does not relieve Licensee of full responsibility for any errors and/or omissions in the engineering analysis. Unless otherwise agreed, the Permit application process shall be consistent with the following timeline:

6.4.1 Review Period. Utility shall review and respond to properly executed and complete Permit Applications for routine installations as promptly as is reasonable with a goal of providing a response during normal circumstances of within seventy-five (75) days of receipt. For Permit Applications seeking Attachments to 50 or more Poles, the Utility may require additional time to review. The Utility's response will either provide a written explanation as to why the Application is being denied, in whole or in part, or provide an estimate of the costs of all necessary Make-Ready Work.

6.4.2 Upon receipt of Utility's Make-Ready estimate, Licensee shall have fourteen (14) days to approve the estimate and provide payment in accordance with this Agreement and the specifications of the estimate.

6.4.3 Utility will complete routine Make-Ready Work within sixty (60) days of receipt of payment. If there are extenuating circumstances that make the necessary Make-Ready more complicated or time-consuming, including, but not limited to the number of Poles, seasonal weather conditions, the Utility shall identify those factors in the Make-Ready estimate and the parties shall agree upon a reasonable timeframe for completion.

6.4.4 Utility may toll the time period for completion of Make-Ready Work by written notice in order to respond to severe storms, natural disasters, or other emergency situations.

- 6.5 **Permit as Authorization to Attach.** Upon completion of any necessary Make-Ready Work and receipt of payment for such work, Utility will sign and return the Permit Application, which shall serve as authorization for Licensee to make its Attachment(s).

Article 7—Make-Ready Work/Installation

- 7.1 **Estimate for Make-Ready Work.** If Utility determines that it can accommodate Licensee's request for Attachment(s), including Overlapping of an existing Attachment, it will, upon request, advise Licensee of any estimated Make-Ready Work charges necessary to accommodate the Attachment.
- 7.2 **Payment of Make-Ready Work.** Upon completion of the Make-Ready Work, Utility shall invoice Licensee for Utility's actual cost of such Make-Ready Work. Alternatively, Utility, at its discretion, may require payment in advance for Make-Ready Work based upon the estimated cost of such work. In such case, upon completion Licensee shall pay Utility's actual cost of Make-Ready Work. The costs of the work shall be itemized in accordance with Paragraph 3.9 and trued up in accordance with Paragraph 3.8.
- 7.3 **Who May Perform Make-Ready Work.** Make-Ready Work shall be performed only by Utility and/or a contractor authorized by Utility to perform such work. If Utility chooses not to or cannot perform the Make-Ready Work to accommodate Licensee's Communications Facilities within sixty (60) calendar days of Licensee's agreement, to Make-Ready Work estimate, Licensee may request the ability to use a qualified contractor to perform such work and shall specify when such work would be performed. In all instances, "qualified contractors," if allowed, must be pre-approved by Utility for such work on an annual basis.
- 7.4 **Scheduling of Make-Ready Work.** In performing all Make-Ready Work to accommodate Licensee's Communications Facilities, Utility will attempt to include such work in its normal work schedule. If Licensee requests that the Make-Ready Work be performed on a priority basis or outside of Utility's normal work hours, Licensee will pay any resulting increased costs. Nothing in this Agreement shall be construed to require Utility to perform Licensee's work before other scheduled work or Utility service restoration.
- 7.5 **Notification of Make-Ready Work.** Before starting Make-Ready Work, Utility shall notify all Attaching Entities of the date and location of the scheduled work

and shall afford all such entities an opportunity to make any modifications to their existing Attachments in connection with the Make-Ready Work.

- 7.6 **Written Approval of Installation Plans Required.** Before making any Attachments to Utility's Poles, including Overlashing of existing Attachments, Licensee must obtain Utility's written detailed plan approval for the Attachments. Such detailed plans shall accompany a Permit application as required under Paragraph 6.4.

7.7 **Licensee's Installation/Removal/Maintenance Work.**

7.7.1 All of Licensee's installation, removal, and maintenance work, by either Licensee's employees or authorized contractors, shall be performed at Licensee's sole cost and expense, in a good and workmanlike manner, and must not adversely affect the structural integrity of Utility's Poles or other Facilities or other Attaching Entity's facilities or equipment. All such work is subject to the insurance requirements of Article 18.

7.7.2 All of Licensee's installation, removal, and maintenance work, either by its employees or authorized contractors, shall comply with all applicable regulations specified in Paragraph 4.1. Licensee shall assure that any person installing, maintaining, or removing its Communications Facilities is fully qualified and familiar with all Applicable Standards, the provisions of Article 17, and the Minimum Design Specifications contained in Appendix D.

Article 8—Transfers

- 8.1 **Required Transfers of Licensee's Communications Facilities.** If Utility reasonably determines that a transfer of Licensee's Communications Facilities is necessary, Utility will, at its option, either require Licensee to perform such transfer at its own expense within thirty (30) calendar days after receiving notice from Utility, or perform the transfer itself, using its personnel, and/or contractors. If Licensee fails to transfer its Facilities within thirty (30) calendar days after receiving such notice from Utility, Utility shall have the right to transfer Licensee's Facilities using its personnel and/or contractors. The costs of such transfers shall be apportioned as specified under Article 9. Utility shall not be liable for damage to Licensee's Facilities except to the extent provided in Paragraph 16.1. The written advance notification requirement of this Paragraph shall not apply in emergency situations. In emergency situations, Utility shall provide such advance notice as is practical, given the urgency of the particular situation. Utility shall then provide written notice of any such actions taken within ten (10) days following the occurrence. Irrespective of who owns Facilities that

are Overlashed on to Licensee's Attachments, Licensee is responsible for the transfer of such Facilities and the costs of doing so.

Article 9—Modifications and/or Replacements

- 9.1 Licensee's Action Requiring Modification/Replacement.** If any Pole to which Licensee desires to make Attachment(s) is unable to support or accommodate the additional facilities in accordance with all Applicable Standards, Utility will notify Licensee of the necessary Make-Ready Work, and associated costs, to provide adequate Pole space, including, but not limited to, replacement of the Pole and/or rearrangement or transfer of Utility's Facilities, as well as the facilities of other Attaching Entities. Licensee shall be responsible for separately entering into an agreement with other Attaching Entities concerning the allocation of costs for the relocation or rearrangement of such entities' existing Attachments. If Licensee elects to go forward with the necessary changes, Licensee shall pay to Utility the actual cost of the Make-Ready Work, performed by Utility, in accordance with Paragraph 3.9. Utility, in its discretion, may require advance payment. Licensee shall also be responsible for obtaining and furnishing to Utility before the commencement of any Make-Ready Work, agreements between Licensee and the other Attaching Entities (including Overlashers) concerning the relocation or rearrangement of their Attachments and the costs involved.
- 9.2 Treatment of Multiple Requests for Same Pole.** If Utility receives Permit Applications for the same Pole from two or more prospective licensees within sixty (60) calendar days of the initial request, and accommodating their respective requests would require modification of the Pole or replacement of the Pole, Utility will allocate among such licensees the applicable costs associated with such modification or replacement.
- 9.3 Guying.** The use of guying to accommodate Licensee's Attachments shall be provided by, and at the expense of, Licensee and to the satisfaction of Utility, as specified in Appendix D. Licensee shall not attach its guy wires to Utility's anchors without prior written permission of Utility. If permission is granted, charges may apply.
- 9.4 Allocation of Costs.** The costs for any rearrangement or transfer of Licensee's Communications Facilities or the replacement of a Pole (including any related costs for tree cutting or trimming required to clear the new location of Utility's cables or wires) shall be allocated to Utility and/or Licensee and/or other Attaching Entity on the following basis:
- 9.4.1** If Utility intends to modify or replace a Pole solely for its own requirements, it shall be responsible for the costs related to the modification/replacement of the Pole. Licensee shall not be responsible

for costs associated with the rearrangement or transfer of Licensee's Communications Facilities, unless and to the extent the rearrangement or transfer is necessary in connection with Utility's reacquisition of Reserved Capacity from Licensee. Prior to making any such modification or replacement, Utility shall provide Licensee written notification of its intent in order to provide Licensee a reasonable opportunity to modify or add to its existing Attachment. Should Licensee decide to do so, it must seek Utility's written permission in accordance with this Agreement. If Licensee elects to add to or modify its Communications Facilities, Licensee shall pay its Pro-Rata of the costs incurred by Utility in making the space on the Poles accessible to Licensee.

- 9.4.2** If the modification or replacement of a Pole is necessitated by the requirements of Licensee, Licensee shall be responsible for all costs caused by the modification or replacement of the Pole as well as the costs associated with the transfer or rearrangement of any other Attaching Entity's Communications Facilities. At the time Licensee submits a Permit Application to Utility, Licensee shall submit evidence, in writing, that it has made arrangements to reimburse all affected Attaching Entities for their costs caused by the transfer or rearrangement of their Facilities. Utility shall not be obligated in any way to enforce or administer Licensee's responsibility for the costs associated with the transfer or rearrangement of another Attaching Entity's Facilities pursuant to this Paragraph 9.4.2.
- 9.4.3** If the modification or the replacement of a Pole is the result of an additional Attachment or the modification of an existing Attachment sought by an Attaching Entity other than Utility or Licensee, the Attaching Entity requesting the additional or modified Attachment shall bear the entire cost of the modification or replacement, as well as the costs for rearranging or transferring Licensee's Communications Facilities. Licensee shall cooperate with such third-party Attaching Entity to determine the costs of moving Licensee's facilities.
- 9.4.4** If the Pole must be modified or replaced for reasons unrelated to the use of the Pole by Attaching Entities (e.g., storm, accident, deterioration), Utility shall pay the costs of such modification or replacement and Licensee shall pay the costs of rearranging or transferring its Communications Facilities.

- 9.5 **Utility Not Required to Relocate.** Nothing in this Agreement shall be construed to require Utility to relocate its Attachments or to modify or replace its Poles for the benefit of Licensee.

Article 10—Abandonment or Removal of Utility Facilities

- 10.1 **Notice of Abandonment or Removal of Utility Facilities.** If Utility desires at any time to abandon, remove, or underground any Utility Facilities to which Licensee's Communications Facilities are attached, it shall give Licensee notice in writing to that effect at least sixty (60) calendar days prior to the date on which it intends to abandon or remove such Utility's Facilities. Notice may be limited to thirty (30) calendar days if Utility is required to remove or abandon its Utility Facilities as the result of the action of a third party and the lengthier notice period is not practical. Such notice shall indicate whether Utility is offering Licensee an option to purchase the Pole(s). If, following the expiration of the thirty (30) day period, Licensee has not yet removed and/or transferred all of its Communications Facilities and has not entered into an agreement to purchase Utility's Facilities pursuant to Paragraph 10.2, Utility shall have the right, but not the obligation, to remove or transfer Licensee's Communications Facilities at Licensee's expense. Utility shall give Licensee prior written notice of any such removal or transfer of Licensee's Facilities.
- 10.2 **Option to Purchase Abandoned Poles.** Should Utility desire to abandon any Pole, Utility may, in its sole discretion, grant Licensee the option of purchasing such Pole at a price to be negotiated with Utility. Licensee must notify Utility in writing within thirty (30) calendar days of the date of Utility's notice of abandonment that Licensee desires to purchase the abandoned Pole. Thereafter, Licensee must also secure and deliver proof of all necessary governmental approvals and easements allowing Licensee to independently own and access the Pole within forty-five (45) calendar days. Should Licensee fail to secure the necessary governmental approvals, or should Utility and Licensee fail to enter into an agreement for Licensee to purchase the Pole within forty-five (45) calendar days, Licensee must remove its Attachments as required under Paragraph 10.1. Nothing in this Agreement shall be construed as requiring Utility to sell Licensee Poles that Utility intends to remove or abandon.
- 10.3 **Underground Relocation.** If Utility moves any portion of its aerial system underground, Licensee shall remove its Communications Facilities from any affected Poles within sixty (60) calendar days of receipt of notice from Utility and must either relocate its affected Facilities underground with Utility or find other means to accommodate its Facilities. If Licensee does not remove its Attachments within sixty (60) days, Utility shall have the right to remove or transfer Licensee's Communications Facilities at Licensee's expense. Licensee's

failure to remove its Facilities as required under this Paragraph 10.3 shall subject Licensee to the penalty provisions of Appendix A.

Article 11—Removal of Licensee’s Facilities

Removal on Expiration/Termination. At the expiration or other termination of this License Agreement or individual Permit(s), Licensee shall remove its Communications Facilities from the affected Poles at its own expense. If Licensee fails to remove such Facilities within sixty (60) calendar days of expiration or termination or some greater period as allowed by Utility, Utility shall have the right, but not the obligation, to remove or transfer such Facilities removed at Licensee’s expense.

Article 12—Termination of Permit

12.1 Automatic Termination of Permit. Any Permit issued pursuant to this Agreement shall automatically terminate when Licensee ceases to have authority to construct and operate its Communications Facilities on public or private property at the location of the particular Pole(s) covered by the Permit. Permits will also expire if the Licensee’s facilities are not installed and operational within six (6) months of the Permit issuance date.

12.2 Surrender of Permit. Licensee may at any time surrender any Permit for Attachment(s) and remove its Communications Facilities from the affected Pole(s), provided, however, that before commencing any such removal, Licensee must obtain Utility’s written approval of Licensee’s plans for removal, including the name of the person or entity performing such work and the date(s) and time(s) during which such work will be completed. All such work is subject to the insurance requirements of Article 18. No refund of any fees or costs will be made upon removal. If Licensee surrenders such Permit pursuant to the provisions of this Article, but fails to remove its Attachments from Utility’s Facilities within thirty (30) calendar days, Utility shall have the right, but not the obligation, to remove or transfer Licensee’s Attachments at Licensee’s expense.

Article 13—Inspection of Licensee’s Facilities

13.1 Inspections. Utility may conduct an inventory and inspection of Attachments at any time. Within thirty (30) calendar days of receiving written notice from Utility, Licensee shall correct all Attachments that Utility identifies as being out of compliance with Applicable Standards. If Utility finds that five percent (5%) or more of Licensee’s Attachments are either in non-compliance or not permitted, Licensee shall pay its *pro-rata* share of the costs of the inspection.

13.2 Notice. Utility will give Licensee reasonable advance written notice of such inspections, except in those instances in which safety considerations justify the need for such inspection without delay.

- 13.3 **No Liability.** Inspections performed under this Article 13, or the failure to do so, shall not operate to impose upon Utility any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations, or liability, whether assumed under this Agreement or otherwise existing.
- 13.4 **Attachment Records.** Notwithstanding the above inspection provisions, Licensee shall furnish to Utility annually an up-to-date electronic map depicting the locations of its Attachments, in a format specified by Utility.

Article 14—Unauthorized Occupancy or Access

- 14.1 **Penalty Fee.** If any of Licensee's Attachments are found occupying any Pole for which no Permit has been issued, Utility, without prejudice to its other rights or remedies under this Agreement, may assess an Unauthorized Access Penalty Fee, as specified in Appendix A, Item 3. If Licensee fails to pay such Fee within thirty (30) calendar days of receiving notification of it, Utility shall have the right, but not the obligation, to remove such Communications Facilities at Licensee's expense.
- 14.2 **No Ratification of Unauthorized Use.** No act or failure to act by Utility with regard to any unauthorized use shall be deemed as ratification of the unauthorized use. Unless the parties agree otherwise, a Permit for a previously unauthorized Attachment shall not operate retroactively or constitute a waiver by Utility of any of its rights or privileges under this Agreement or otherwise, and Licensee shall remain subject to all obligations and liabilities arising out of or relating to its unauthorized use.

Article 15—Reporting Requirements

At the time that Licensee pays its annual Attachment Fee, Licensee shall also provide the following information to Utility:

- 15.1 The Poles on which Licensee has installed, during the relevant reporting period, Risers and service drops, for which no Permit was required.
- 15.2 All Attachments that have become nonfunctional during the relevant reporting period. The report shall identify the Pole on which the nonfunctional Attachment is located, describe the nonfunctional equipment, and indicate the approximate date the Attachment became nonfunctional.
- 15.3 Any equipment Licensee has removed from Poles during the relevant reporting period. The report shall identify the Pole from which the equipment was removed, describe the removed equipment, and indicate the approximate date of removal. This requirement does not apply where Licensee is surrendering a Permit pursuant to Paragraph 12.2.

Article 16—Liability and Indemnification

16.1 Liability. Utility reserves to itself the right to maintain and operate its Poles in the manner that will best enable it to fulfill its service requirements. Licensee agrees to use Utility's Poles at Licensee's sole risk.

16.2 Indemnification. Licensee, and any agent, contractor, or subcontractor of Licensee, shall defend, indemnify, and hold harmless Utility and its officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments made by Utility under any Workers' Compensation Laws or under any plan for employees' disability and death benefits), and expenses (including reasonable attorney's fees of Utility and all other costs and expenses of litigation) ("Covered Claims") arising in any way, including any act, omission, failure, negligence, or willful misconduct, in connection with the construction, maintenance, repair, presence, use, relocation, transfer, removal or operation by Licensee, or by Licensee's officers, directors, employees, agents, or contractors, of Licensee's Communications Facilities, except to the extent of Utility's gross negligence or willful misconduct solely giving rise to such Covered Claims. Such Covered Claims include, but are not limited to, the following:

16.2.1 Intellectual property infringement, libel and slander, trespass, unauthorized use of television or radio broadcast programs and other program material, and infringement of patents;

16.2.2 Cost of work performed by Utility that was necessitated by Licensee's failure, or the failure of Licensee's officers, directors, employees, agents or contractors, to install, maintain, use, transfer, or remove Licensee's Communications Facilities in accordance with the requirements and specifications of this Agreement, or from any other work this Agreement authorizes Utility to perform on Licensee's behalf;

16.2.3 Damage to property, injury to or death of any person arising out of the performance or nonperformance of any work or obligation undertaken by Licensee, or Licensee's officers, directors, employees, agents, or contractors, pursuant to this Agreement;

16.2.4 Liabilities incurred as a result of Licensee's violation, or a violation by Licensee's officers, directors, employees, agents, or contractors, of any law, rule, or regulation of the United States, any State, or any other governmental entity or administrative agency.

16.3 Environmental Hazards. Licensee represents and warrants that its use of Utility's Poles will not generate any Hazardous Substances, that it will not store or dispose on or about Utility's Poles or transport to Utility's Poles any hazardous substances and that Licensee's Communications Facilities will not constitute or contain and will not generate any hazardous substance in violation of federal, state, or local law now or hereafter in effect, including any amendments. "Hazardous Substance" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, dangerous radio frequency radiation, or other similar terms by any federal, state, or local laws, regulations or rules now or hereafter in effect, including any amendments. Licensee further represents and warrants that in the event of breakage, leakage, incineration, or other disaster, its Communications Facilities would not release any Hazardous Substances. Licensee and its agents, contractors, and subcontractors shall defend, indemnify, and hold harmless Utility and its respective officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, punitive damages, or expenses (including reasonable attorney's fees and all other costs and expenses of litigation) arising from or due to the release, threatened release, storage, or discovery of any Hazardous Substances on, under, or adjacent to Utility's Poles attributable to Licensee's use of Utility's Poles.

Should Utility's Poles be declared to contain Hazardous Substances, Utility, Licensee, and all Attaching Entities shall share proportionately in the cost of disposal of the affected Poles based on each entity's individual percentage use of same. For Attaching Entities, such percentage shall be derived from the sum of space occupied by each Attaching Entity plus its share of the common space, including the NESC safety space. For Utility, such percentage shall be equal to the space above the NESC safety space plus its share of the common Space. If the source or presence of the Hazardous Substance is solely attributable to particular parties, such costs shall be borne solely by those parties.

16.4 Municipal Liability Limits. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by Utility of any applicable State limits on municipal liability or governmental immunity. No indemnification provision contained in this Agreement under which Licensee indemnifies Utility shall be construed in any way to limit any other indemnification provision contained in this Agreement.

16.5 If Utility brings a successful action in a court of competent jurisdiction to enforce this Agreement, Licensee shall pay Utility's reasonable attorney's fees.

Article 17—Duties, Responsibilities, and Exculpation

- 17.1 **Duty to Inspect.** Licensee acknowledges and agrees that Utility does not warrant the condition or safety of Utility's Facilities, or the premises surrounding the Facilities, and Licensee further acknowledges and agrees that it has an obligation to inspect Utility's Poles and/or premises surrounding the Poles, prior to commencing any work on Utility's Poles or entering the premises surrounding such Poles.
- 17.2 **Knowledge of Work Conditions.** By executing this Agreement, Licensee warrants that it has acquainted, or will fully acquaint, itself and its employees and/or contractors and agents with the conditions relating to the work that Licensee will undertake under this Agreement and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.
- 17.3 **DISCLAIMER. UTILITY MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO UTILITY'S POLES, ALL OF WHICH ARE HEREBY DISCLAIMED, AND UTILITY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH IN THIS AGREEMENT. UTILITY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 17.4 **Duty of Competent Supervision and Performance.** The parties further understand and agree that, in the performance of work under this Agreement, Licensee and its agents, employees, contractors, and subcontractors will work near electrically energized lines, transformers, or other Utility Facilities. The parties understand and intend that energy generated, stored, or transported by Utility Facilities will not be interrupted during the continuance of this Agreement, except in emergencies endangering life or threatening grave personal injury or property. Licensee shall ensure that its employees, agents, contractors, and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, agents, contractors, and subcontractors; employees, agents, contractors, and subcontractors of Utility; and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, Licensee shall furnish its employees, agents, contractors, and subcontractors competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner. Licensee agrees that in emergency situations in which it may be necessary to de-energize any part of Utility's equipment, Licensee shall ensure that work is suspended until the equipment has been de-energized and that no such work is conducted unless and until the equipment is made safe.

- 17.5 **Requests to De-energize.** If Utility de-energizes any equipment or line at Licensee's request and for its benefit and convenience in performing a particular segment of any work, Licensee shall reimburse Utility in accordance with Paragraph 3.9, for all costs and expenses that Utility incurs in complying with Licensee's request. Before Utility de-energizes any equipment or line, it shall provide, upon request, an estimate of all costs and expenses to be incurred in accommodating Licensee's request.
- 17.6 **Interruption of Service.** If Licensee causes an interruption of service by damaging or interfering with any equipment of Utility, Licensee shall, at its own expense, immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting therefrom and shall notify Utility immediately.
- 17.7 **Duty to Inform.** Licensee further warrants that it understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION) inherent in the work necessary to make installations on Utility's Poles by Licensee's employees, agents, contractors, or subcontractors, and Licensee accepts the duty and sole responsibility to notify and inform Licensee's employees, agents, contractors, or subcontractors of such dangers, and to keep them informed regarding same.

Article 18—Insurance

- 18.1 **Policies Required.** At all times during the term of this Agreement, Licensee shall keep in force and effect all insurance policies as described below. These insurance requirements shall extend to all agents, contractors, subcontractors or others working on behalf of the Licensee in performing any and all work contemplated under this Agreement:
- 18.1.1 **Workers' Compensation and Employers' Liability Insurance.** Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than that required by Oklahoma law at the time of the application of this provision for each accident. This policy shall be endorsed to include a waiver of subrogation in favor of Utility. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.
- 18.1.2 **Commercial General Liability Insurance.** Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, and independent contractor's coverage.

- 18.1.3 **Automobile Liability Insurance.** Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles.
- 18.1.4 **Umbrella Liability Insurance.** Coverage is to be in excess of the sum employers' liability, commercial general liability, and automobile liability insurance required above.
- 18.1.5 **Property Insurance.** Each party will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and utility structures, fencing, or support systems that may be placed on, within, or around Utility Facilities to fully protect against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance or self-insure such exposures.
- 18.2 **Qualification; Priority; Contractors' Coverage.** The insurer must be authorized to do business under the laws of the State of Oklahoma and have an "A" or better rating in Best's Guide. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Licensee shall carry, in full force and effect, workers' compensation and employers' liability, comprehensive general liability, and automobile liability insurance coverages of the type that Licensee is required to obtain under this Article 18 with the same limits.
- 18.3 **Certificate of Insurance; Other Requirements.** Prior to the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, Licensee will furnish Utility with a certificate of insurance ("Certificate") and, upon request, certified copies of the required insurance policies. The Certificate shall reference this Agreement and workers' compensation and property insurance waivers of subrogation required by this Agreement. Utility shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement. Utility, its council members, board members, commissioners, agencies, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the policies, except workers' compensation, which shall be so stated on the Certificate of Insurance. All policies, other than workers' compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles, not to exceed \$100,000, or such greater amount as expressly allowed in writing by Utility. Licensee shall defend, indemnify and hold harmless Utility and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Licensee shall obtain

Certificates from its agents, contractors, and their subcontractors and provide a copy of such Certificates to Utility upon request.

- 18.4 Limits.** The minimum limits of liability for policies required by this Article shall be provided to Licensee by Utility. The limits of liability may be increased or decreased as required by Utility in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans, or laws that would materially increase or decrease Licensee's exposure to risk.
- 18.5 Prohibited Exclusions.** No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Agreement with Utility except as to infringement of patents or copyrights or for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage for injuries to Utility's employees or agents, or (4) exclude coverage of liability for injuries or damages caused by Licensee's contractors or the contractors' employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.
- 18.6 Deductible/Self-insurance Retention Amounts.** Licensee shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

Article 19—Authorization Not Exclusive

Utility shall have the right to grant, renew, and extend rights and privileges to others not party to this Agreement by contract or otherwise, to use Utility Facilities covered by this Agreement. Such rights shall not interfere with the rights granted to Licensee by the specific Permits issued pursuant to this Agreement.

Article 20—Assignment

- 20.1 Limitations on Assignment.** Licensee shall not assign its rights or obligations under this Agreement, nor any part of such rights or obligations, without the prior written consent of Utility, which consent shall not be unreasonably withheld.
- 20.2 Obligations of Assignee/Transferee and Licensee.** No assignment or transfer under this Article 20 shall be allowed until the assignee or transferee becomes a signatory to this Agreement and assumes all obligations of Licensee arising under this Agreement. Licensee shall furnish Utility with prior written notice of the transfer or assignment, together with the name and address of the transferee or assignee. Notwithstanding any assignment or transfer, Licensee shall remain fully liable under this Agreement and shall not be released from performing any of the

terms, covenants, or conditions of this Agreement without the express written consent to the release of Licensee by Utility.

- 20.3 Sub-licensing.** Without Utility's prior written consent, Licensee shall not sub-license or lease to any third party, including but not limited to, allowing third parties to place Attachments on Utility's Facilities, including Overlashing, or to place Attachments for the benefit of such third parties on Utility's Poles. Any such action shall constitute a material breach of this Agreement. The use of Licensee's Communications Facilities by third parties (including but not limited to leases of dark fiber) that involves no additional Attachment or Overlashing is not subject to this Paragraph 20.3.

Article 21—Failure to Enforce

Failure of Utility or Licensee to take action to enforce compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect until terminated, in accordance with this Agreement.

Article 22— Issue Resolution Process

- 22.1 Dispute Resolution.** Except for an action seeking a temporary restraining order or an injunction or to compel compliance with this dispute resolution procedure, the parties can invoke the dispute resolution procedures in this Article at any time to resolve a controversy, claim, or breach arising under this Agreement. Each party will bear its own costs for dispute resolution activity.
- 22.2 Initial Meeting.** At either party's written request, each party will designate knowledgeable, responsible, senior representatives to meet and negotiate in good faith to resolve a dispute. The representatives will have discretion to decide the format, frequency, duration, and conclusion of these discussions. The parties will conduct any meeting in-person or via conference call, as reasonably appropriate.
- 22.3 Executive Meeting.** If ninety (90) days after the first in-person meeting of the senior representatives, the parties have not resolved the dispute to their mutual satisfaction, each party will designate executive representatives at the director level or above to meet and negotiate in good faith to resolve the dispute. To facilitate the negotiations, the parties may agree in writing to use mediation.
- 22.4 Unresolved Dispute.** If after sixty (60) days from the first executive-level, in-person meeting, the parties have not resolved the dispute to their mutual satisfaction; either party may invoke any legal means available to resolve the dispute, including enforcement of the default and termination procedures set out in Article 24.

- 22.5 Confidential Settlement.** Unless the parties otherwise agree in writing, communication between the parties under this Article will be treated as confidential information developed for settlement purposes, exempt from discovery and inadmissible in litigation.
- 22.6 Business as Usual.** During any dispute resolution procedure or lawsuit, the Utilities will continue providing services to each other and performing their obligations under this Agreement.

Article 23—Termination of Agreement

- 23** Utility shall have the right, pursuant to the procedures set out in this Article 23, to terminate this entire Agreement, or any Permit issued under it, whenever Licensee is in default of any material term or condition of this Agreement, including, but not limited to, the following circumstances:
- 23.1.1** Construction, operation, or maintenance of Licensee's Communications Facilities in violation of law, or in aid of any unlawful act or undertaking; or
 - 23.1.2** Construction, operation, or maintenance of Licensee's Communications Facilities after any authorization required of Licensee has lawfully been denied or revoked by any governmental authority or any private holder of easements or other rights, or violation of any other agreement with Utility; or
 - 23.1.3** Construction, operation, or maintenance of Licensee's Communications Facilities without the insurance coverage required under Article 18.
- 23.2** Utility will notify Licensee in writing of any defaults by Licensee under this Agreement. Licensee shall take immediate corrective action to eliminate any such defaults within fifteen (15) calendar days, or such longer period as the parties may agree, and shall confirm in writing to Utility that the cited condition or conditions have ceased or been corrected, or are in the process of being corrected.
- 23.3** If Licensee contests the existence of the default, it may invoke the dispute resolution procedures of Article 22.
- 23.4** If the parties are unable to resolve the dispute and Licensee fails to discontinue or correct a default in a timely manner or fails to give the required confirmation, Utility may immediately terminate this Agreement or any Permit(s) granted under it. In the event of termination of this Agreement or any of Licensee's rights, privileges, or authorizations, Utility may seek removal of Licensee's Communications Facilities pursuant to the terms of Article 11, from any or all of

Utility's Poles. In such instance, Licensee shall remain liable to Utility for all fees and charges accrued pursuant to the terms of this Agreement.

Article 24—Term of Agreement

- 24.1 This Agreement shall become effective upon its execution and, if not terminated in accordance with other provisions of this Agreement, shall continue in effect for a term of five (5) years and, unless terminated by either party, agreement may be renewed for one (1) additional five (5) year term by mutual assent of the parties. Either party may terminate this Agreement at the end of the initial term by giving written notice of intent to terminate the Agreement at the end of the term. Such a notice must be given least ninety (90) calendar days prior to the end of the then-current term.
- 24.2 Even after the termination of this Agreement, Licensee's indemnity obligations shall continue with respect to any claims or demands related to Licensee's Communications Facilities, as provided for in Article 16.

Article 25—Amending Agreement

This Agreement shall not be amended, changed, or altered except in writing and with approval by authorized representatives of both parties.

Article 26—Notices

- 26.1 Wherever in this Agreement notice is required to be given by either party to the other, such notice shall be in writing and shall be effective when personally delivered to, or when mailed by certified mail with return receipt requested, with postage prepaid, and except where specifically provided for elsewhere, properly addressed as follows:

If to Utility, at: ATTN: City Clerk

723 S Lewis St., Stillwater, OK 74074

If to Licensee, at: _____

or to such other address as either party, from time to time, may give the other party in writing.

- 26.2 The above notwithstanding the parties may agree to utilize electronic communications such as email for notifications related to the Permits application and approval process and necessary transfer or pole modifications.
- 26.3 Licensee shall maintain a staffed 24-hour emergency telephone number, not available to the general public, where Utility can contact Licensee to report damage to Licensee's facilities or other situations requiring immediate communications

between the parties. Such contact person shall be qualified and able to respond to Utility's concerns and requests.

Article 27—Entire Agreement

This Agreement and its appendices constitute the entire agreement between the parties concerning attachments of Licensee's Communications Facilities on Utility's Poles within the geographical service area covered by this Agreement. Unless otherwise expressly stated in this Agreement, all previous agreements, whether written or oral, between Utility and Licensee are superseded and of no further effect.

Article 28 -- Severability

If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either party, such provision shall not render unenforceable this entire Agreement. Rather, the parties intend that the remaining provisions shall be administered as if the Agreement did not include the invalid provision.

Article 29 —Governing Law

All matters relating to this Agreement shall be governed by the laws (without reference to choice of law) of the State of Oklahoma.

Article 30—Incorporation of Recitals and Appendices

The recitals stated above and all appendices to this Agreement are incorporated into and constitute part of this Agreement.

Article 31—Performance Bond

On execution of this Agreement, Licensee shall provide to Utility a performance bond or letter of credit in an amount of (\$1000 per Small Wireless Facility). The bond shall be with an entity and in a form acceptable to Utility. The purpose of the bond is to ensure Licensee's performance of all of its obligations under this Agreement and for the payment by Licensee of any claims, liens, taxes, liquidated damages, penalties, and fees due to Utility that arise by reason of the construction, operation, maintenance, or removal of Licensee's Communications Facilities on or about Utility's Poles.

Article 32—*Force Majeure*

32.1 If either Utility or Licensee is prevented or delayed from fulfilling any term or provision of this Agreement by reason of fire, flood, earthquake, or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of equipment of vendor, or any other such cause not attributable to the negligence or fault of the party delayed in performing the acts required by the Agreement, then performance of such acts shall be excused for the period of the unavoidable delay, and the affected party

shall endeavor to remove or overcome such inability as soon as reasonably possible.

- 32.2 Utility shall not impose any charges on Licensee stemming solely from Licensee's inability to perform required acts during a period of unavoidable delay as described in Paragraph 32.1, provided that Licensee present Utility with a written description of such force majeure within a reasonable time after occurrence of the event or cause relied on, and further provided that this provision shall not operate to excuse Licensee from the timely payment of any fees or charges due Utility under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

(UTILITY)

(LICENSEE)

BY: _____

BY: 

Title: _____

Title: CBDO

UTILITY

STATE OF OKLAHOMA

: ss

County of Payne

I, the undersigned, a Notary Public in and for the State of Oklahoma, hereby certify that on the _____ day of _____, 2_____, personally appeared before me [NAME] _____, [TITLE] _____ to me known to be the individual described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year above written.

Notary Public in and for the
State of Oklahoma, residing at
_____, Oklahoma

LICENSEE

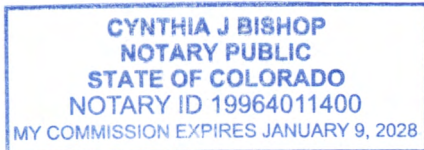
STATE OF [INSERT STATE] Colorado

: ss

County of Denver

I, the undersigned, a Notary Public in and for the State of Colorado, hereby certify that on the 9th day of September, 2024, personally appeared before me [NAME] Mike Harry, [TITLE] CBDO to me known to be the individual described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year above written.



Cynthia J Bishop

Notary Public in and for the
State of Colorado, residing at
n/a

APPENDIX A— Fees and Charges

Effective Date / /

NOTE: The Utility may increase the fees and rates it adopts under this appendix by ten percent (10%) every five (5) years rounded to the nearest dollar.

APPENDIX B—Pole Attachment

Permit Application Process

The following procedure is to be followed by each Licensee seeking to make new Attachments on Utility's Poles, or overlash to existing pole tenant facilities on Utility's Poles. Note that no entity may make any Attachments to Utility's Poles or overlash to existing pole tenant facilities on Utility's Poles without having first entered into a binding Pole Attachment Licensing Agreement with Utility. Third parties seeking to overlash to an existing pole tenant facility must also have a written overlash agreement with the pole tenant to be overlash. The overlash agreement must be provided to the Utility at the time of application.

1. Licensee shall submit a written request to perform a Pre-Construction Inspection. The request must include a preliminary route description. Licensee shall have a professional engineer or utility-approved employee or contractor, participate in a Pre-Construction Inspection, which will include a review of the proposed Attachment(s) to determine the feasibility of the request and identify any potential Make-Ready Work. Appendix F to this Agreement contains the minimum design review information that an applicant must provide and a worksheet for determining the minimum specifications that the proposed Attachment must meet.
2. Following the Pre-Construction Inspection, Licensee shall submit a completed Permit Application (Appendix C) that includes: route map, information required in Appendix F, installation plans, recommendations on Make-Ready Work, and a pole-loading analysis stamped by a professional engineer. Licensee shall prepare the Permit Application in adherence with the Applicable Standards (Section 1.2 of Agreement) and specifications (Appendix D).
3. At the Licensee's expense, the Utility will review the recommendations from the inspection and the pole-loading analysis, and discuss any issues with the Licensee.
4. Upon receipt of written authorization, Utility will proceed with Make-Ready Work according to the specific agreed-upon installation plans and the terms of the Agreement, including payment for the Make-Ready Work charges as set out by Utility and agreed to by the Licensee.
5. Upon completion of the Make-Ready Work, the Utility will *sign* and return the Application for Permit authorizing the Licensee to make its Attachment(s) in accordance with agreed-upon installation plans.

6. Unless waived in writing by the Utility, the Licensee's professional engineer, utility-approved employee, or contractor shall submit written certification that he/she has completed the Post-Construction Inspection and that the installation was done in accordance with the provisions of the Permit. The Post-Construction Inspection shall be submitted within ninety (90) calendar days after installation is complete. The Utility will verify the inspection by means that it deems to be reasonable.

APPENDIX C - Application for Permit

Application Date: 6 / 3 / 24

To: Stillwater Utilities Authority
Attn: Electric Engineering
411 E 3rd Ave
Stillwater, OK 74074

Desire to: Attach to Utility Pole(s)

Remove Attachment from Utility Pole(s)

Overlash to existing facility attached to Utility Pole(s)

Permit No. - Occupancy Permit No.

Number of Poles this permit 26 Sheet 1 of 1

Licensee Name: Bluepeak

Address:

Contact Person: Matt Lanza Phone 331 431 8226

Title: Sr. PM of Aerial D&E

Utility Contact Person: Vernon Hall Phone 405 742 8367

Title: Power Distrobution Engineering Specialist

Narrative Description of proposed activity: Aerial Strand attachment for Fiber Optics

Application for Permit

In accordance with the terms and conditions of the Pole Attachment Licensing Agreement dated _____, application is hereby made for a Permit to attach to and/or vacate Pole(s) in the locations detailed on the attached Route Map(s). Also, attached is documentation as required by Appendix F of the Agreement. If applicable, the engineer's name, this State's registration number, and phone number are:

Name: _____ Phone: _____

Registration #: _____

Permission is hereby granted to Licensee to attach and/or vacate poles listed on the attached Field Data Summary Sheets, subject to payment of the necessary Make-Ready Work charges as set out by Utility and agreed to by the Licensee.

SUBMITTED:

APPROVED:

Licensee Bluepeak Utility _____

By Matt Lanza By _____

Title Sr. PM of Aerial D&E Title _____

Date 3/25/24 Date _____

Inspection required

APPENDIX D - Specifications for Licensee's Attachments to Utility Poles

Licensee, when making Attachments to Utility Poles, will adhere to the following engineering and construction practices.

- A. All Attachments shall be made in accordance with the Applicable Standards, as defined in Paragraph 1.2 of this Agreement.

B. Clearances

1. **Attachment and Cable Clearances:** Licensee's Attachments on Utility Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts and other equipment, must be attached so as to maintain the minimum separations specified in the National Electrical Safety Code ("NESC") and in drawings and specifications Utility may from time to time furnish Licensee. (See Drawings A-01 to A-99.)

Note: Attachments shall only be placed within the communication space as defined in the NESC.

2. **Service Drop Clearance:** From the pole to the home building the parallel minimum separation between Utility's service drops and communications service drops shall be twelve (12) inches, per NESC 235C1b (exception 3). (see drawing A-5)
3. All other drop clearances at the midspan must conform to NESC table 235-6.

Sag and Mid-Span Clearances: Licensee will be particularly careful to leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are: (a) achieved at poles located on both ends of the span; and (b) retained throughout the span. At mid-span, a minimum of twelve (12) inches of separation must be maintained between all telecommunication cables that meet NESC rule 230E1 (includes common phone, CATV, and fiber optic cables lashed to an effectively grounded messenger strand, or self-supporting cables).

NESC table 235-6 requires:

- 12" from neutral (by exception #16)
- 30" from supply lines carrying 0 to 8.7 kV (secondary)
- 30" plus 0.4" per kV in excess of 8.7 (primary)

4. **Vertical Risers:** All Risers, including those providing 120/240 volt power for Licensee's equipment enclosure, shall be placed on the quarter faces of the Pole and must be installed in conduit with weatherhead (if possible), attached to the Pole with stand-off brackets. A two (2) inch clearance in any direction from cable, bolts, clamps, metal supports, and other equipment shall be maintained. (*See Drawings A-02 and A-04.*)
5. **Climbing Space:** A clear Climbing Space must be maintained at all times on the face of the Pole. All Attachments must be placed so as to allow and maintain a clear and proper Climbing Space on the face of the Utility Pole. Licensee's cable/wire Attachments shall be placed on the same side of the Pole as those of other Attaching Entities. In general, all other Attachments and Risers should be placed on Pole quarter faces. (*See Drawing A-09.*)
6. **Pedestals and Enclosures:** Every effort should be made to install Pedestals, vaults and/or Enclosures at a minimum of ten (10) feet from Poles or other Utility Facilities, or the distance specified by the utility, whichever is greater.

C. Down Guys and Anchors

1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on the Utility's Poles by Licensee's Attachments. Anchors must be guyed adequately.
2. Anchors and guy wires must be installed on each Utility Pole where an angle or a dead-end occurs. Licensee shall make guy attachments to Poles at or below its cable Attachment. No proposed anchor can be within four (4) feet of an existing anchor without written consent of Utility.
3. Licensee may not attach guy wires to the anchors of Utility or third-party user without the anchor owner's specific prior written consent.
4. No Attachment may be installed on a Utility Pole until all required guys and anchors are installed. No Attachment may be modified, added to, or relocated in such a way as will materially increase the stress or loading on Utility Poles until all required guys and anchors are installed.
5. Licensee's down guys, if needed, shall be bonded, to the vertical ground wires of Utility's Pole, in accordance to NESC rule 92C. If there is no vertical ground present at the pole, the connections to the system neutral are to be made by the utility as an item of Make-Ready Work. Utility will determine if guys should be grounded or insulated.

D. Certification of Licensee's Design

1. Licensee's Attachment Permit application must be signed and sealed by a professional engineer, registered in the [State], certifying that Licensee's aerial cable design fully complies with the NESC and Utility's Construction Standards and any other applicable federal, state or local codes and/or requirements.
2. This certification shall include the confirmation that the design is in accordance with pole strength requirements of the NESC, taking into account the effects of Utility's Facilities and other Attaching Entities' facilities that exist on the Poles without regard to the condition of the existing facilities.

E. Miscellaneous Requirements

1. **Cable Bonding:** Licensee's messenger cable shall be bonded according to NESC rule 92C1 as a minimum, or at every pole with a vertical ground, as determined by the utility. If no ground exists on a pole to be bonded, Licensee shall install a Pole ground in accordance with the attached detail drawing. (See Drawings A-03 to A-04.)
2. **Customer Premises:** Licensee's service drop into customer premises shall be protected as required by the most current edition of the NEC.
3. **Communication Cables:** All Communications cables/wires not owned by Utility shall be attached within the Communications space that is located 40 inches below the lowest Utility conductors. (See Drawings A-01 through A-11.)
4. **Riser Installations:** All Licensee's Riser installations shall be in utility-approved conduit materials and placed on stand-off brackets. Ground wires may be attached directly to Pole. (See Drawings A-02 to A-04.)
5. **Tagging:** All Licensee's cables shall be identified with a band-type communications cable tag or other identification acceptable to Utility at each Attachment within twelve (12) inches of the Pole. The communications tag shall be consistent with communication industry standards and shall include at least the following: Licensee name, emergency contact number, and cable type. At the discretion of Utility, Tags shall be color-coded to permit identification of Attaching Entity by observation from the ground.

F. Utility Construction Drawings and Specifications

1. Refer to the attached Utility Construction Drawings, and obtain additional construction specifications from Utility in accordance with its requirements.

2. Apply the Utility's construction drawings and specifications in accordance with the NESC, NEC, and any other federal, state, or local code requirements.

APPENDIX E - Distribution Line Minimum Design Review Information and Suggested Worksheet

The following guidelines are provided, and corresponding information must be submitted with each Permit application for Pole Attachments on Utility's system. Utility may direct that certain Attachments do not require the submittal of Design Review Information. These Attachments are noted at the end of this section.

Each Permit application must include a report from a professional engineer registered to practice in the State of Oklahoma, and experienced in electric utility system design, or a utility-approved employee or contractor of Licensee. This report must clearly identify the proposed construction and must verify that the Attachments proposed will maintain Utility's compliance with NESC Class B construction for the loading district as outlined in the NESC Section 25.

Utility may or may not require that all of the following information be submitted at the time of the Permit application. The applicant shall have performed all required calculations and be ready to provide the detailed information below within fifteen (15) calendar days of notice. Applicant shall keep copies of the engineering data available for a period of twenty (20) years.

In determining compliance, the following minimum conditions shall be used in the calculations for pole strength:

1. All single-phase lines shall be assumed to have been reconductored to 477 ACSR 26/7, code name Hawk conductor for both phase and neutral. If a larger conductor size exists, the larger size shall be used in the calculations.
2. All three-phase lines shall be assumed to have been to 477 ACSR 26/7, code name Hawk conductor for three (3) phases and neutral. If existing conductors are larger than 4/0 AWG ACSR, the larger size shall be used in the calculations.
3. All pole lines shall assume a secondary/service conductor, installed from pole to pole, of #4/0 AWG triplex cable, with an ACSR messenger.
4. For pole strength calculations, all poles shall be as they actually exist, or be considered Class 4 for calculations.
5. All line angles or dead ends shall be guyed and anchored. Transverse pole strength shall not be assigned to attaching pole users for line angles, *i.e.*, pole should be viewed as being void of other cables, conductors, wires, or guys and considering only the applicant's wires/cables for guying calculations.
6. Points of attachment shall be as they actually exist on the poles.

7. For a Utility-approved joint use of anchors, the Licensee shall utilize guy insulators in its guys.
8. Lessee shall comply with any NESC and or Utility safety factors, whichever are more conservative, in their designs. The engineer for the Permit applicant shall provide for each application the following confirmations:

Required permits that have been obtained (insert n/a if not applicable):

- _____ (y/n) U.S. Corp of Engineers.
- _____ (y/n) Highway -state, county, city.
- _____ (y/n) Railroad.
- _____ (y/n) Local zoning boards, town boards, etc.
- _____ (y/n) Joint-use permits, if required.
- _____ (y/n) Notified other pole users of contacts or crossings.

Confirm that you have:

- _____ (y/n) Obtained appropriate franchise(s).
- _____ (y/n) Obtained pole/anchor easements from landowners.
- _____ (y/n) Obtained crossing and overhang permits.
- _____ (y/n) Obtained permit to survey R W.
- _____ (y/n) Completed State of Oklahoma Department of Transportation requirements.
- _____ (y/n) Placed permit number on plans.
- _____ (y/n) Complied with Underground Facility Location requirements.
- _____ (y/n) Included sag/tension data on proposed cable.

Calculations are based upon the latest edition of the NESC and the latest editions of the requirements of the State of Oklahoma.

It is Licensee's responsibility to obtain all necessary permits and provide the Utility with a copy of each.

The engineer for the Permit applicant shall provide for each Pole(s) the following information:

Project ID _____

Pole number _____ [if pole tag missing, contact Utility]

Pole class _____ [existing—*i.e.*, 4, 3, 2...]

Pole size _____ [existing—*i.e.*, 35, 40...]

Pole type _____ [Southern Yellow Pine, Douglas Fir...]

Pole fore span _____ [feet]

Pole fore span direction _____ [degrees from Magnetic North]

Pole back span _____ [feet]

Pole back span direction _____ [degrees from Magnetic North]

Calculated bending

moment at ground level _____ [ft-lbs]

Existing:

Power phase condition _____ quantity of _____ AWG/MCM
_____ CU/AA/ACSR @ _____ feet above ground line

Power neutral condition _____ quantity of _____ AWG/MCM
_____ CU/AA/ACSR @ _____ feet above ground line

Power sec condition _____ quantity of _____ AWG/MCM
_____ CU/AA/ACSR @ _____ feet above ground line

Power service #1 _____ qty of _____ size @ _____ ft above ground line
@ _____ ° _____ ' _____ "

Power service #2 _____ qty of _____ size @ _____ ft above ground line
@ _____ ° _____ ' _____ "

Power service #3 _____ qty of _____ size @ _____ ft above ground line
@ _____ ° _____ ' _____ "

Telco #1 cables _____ qty of _____ dia @ _____ ft above ground line

Telco service #1 _____ qty of _____ size @ _____ ft above ground line

@ _____ ° _____ ' _____ "

Telco service #2 _____ qty of _____ size @ _____ ft above ground line

@ _____ ° _____ ' _____ "

CATV #2 cables _____ qty of _____ dia @ _____ ft above ground line

CATV service #1 _____ qty of _____ size @ _____ ft above ground line

@ _____ ° _____ ' _____ "

CATV service #2 _____ qty of _____ size @ _____ ft above ground line

@ _____ ° _____ ' _____ "

User #3 cables _____ qty of _____ dia @ _____ ft above ground line

User #4 cables _____ qty of _____ dia @ _____ ft above ground line

User #5 cables _____ qty of _____ dia @ _____ ft above ground line

User #6 cables _____ qty of _____ dia @ _____ ft above ground line

Equipment #1 type _____ qty of _____ size @ _____ ft above ground line

Equipment #1 type _____ qty of _____ size @ _____ ft above ground line

Equipment #1 type _____ qty of _____ size @ _____ ft above ground line

Equipment #1 type _____ qty of _____ size @ _____ ft above ground line

Proposed:

Proposed cables _____ qty of _____ dia @ _____ ft above ground line

fore and back span direction _____ ° _____ ' _____ ", _____ ° _____ ' _____ "

Proposed cables _____ qty of _____ dia @ _____ ft above ground line

fore and back span direction _____ ° _____ ' _____ " , _____ ° _____ ' _____ "

Equipment #1 type _____ qty of _____ size @ _____ ft above ground line

Equipment #2 type _____ qty of _____ size @ _____ ft above ground line

AGL = Above Ground Level

The minimum vertical clearance under all loading conditions measured from the proposed cable to ground level on each conductor span shall be stated above. Variations in topography resulting in ground elevation changes shall be considered when stating the minimum vertical clearance within a given span.

Calculated pole bending moment at ground level: _____ [ft-lbs]

Pole breaking bending moment at ground level: _____ [ft-lbs]

Calculated transverse safety factor: _____ [ratio should be greater than 1.00]

Proposed loading data [provide similar data for each cable proposed]:

A. Weight data (cable and messenger)—

1. Vertical weight, bare = _____ [# /ft]

B. Tension data (final tensions on messenger)—

1. NESC maximum load for area of construction: _____ [lbs]

2. 60° F, NO wind: _____ [lbs]

Permit applicant's engineer shall provide for each transverse guy, or dead end to which guys and/or anchors are attached, the following information:

Pole number

Calculated cable messenger tension under

NESC maximum loading conditions _____ [lbs]

If connection is:

A dead end, is it a single or double? _____ [S, D]

A change in tension, what is change? _____ [lbs]

A line angle, what is angle change? _____ [degrees]

What is tension change at angle? _____ [lbs]

For each dead end:

Point of attachment for guy hook _____ [feet AGL]

Anchor distance from pole _____ [feet]

Calculated guy tension _____ [lbs]

Rated guy working strength _____ [lbs]

For each change in tension:

Point of attachment for guy hook _____ [feet AGL]

Anchor distance from pole _____ [feet]

Calculated guy tension _____ [lbs]

Rated guy working strength _____ [lbs]

For each line angle:

Point of attachment for guy hook _____ [feet AGL]

Anchor distance from pole _____ [feet]

Calculated guy tension _____ [lbs]

Rated guy working strength _____ [lbs]

For each anchor:

Anchor distance to nearest anchor _____ [feet]

Calculated anchor tension _____ [lbs]

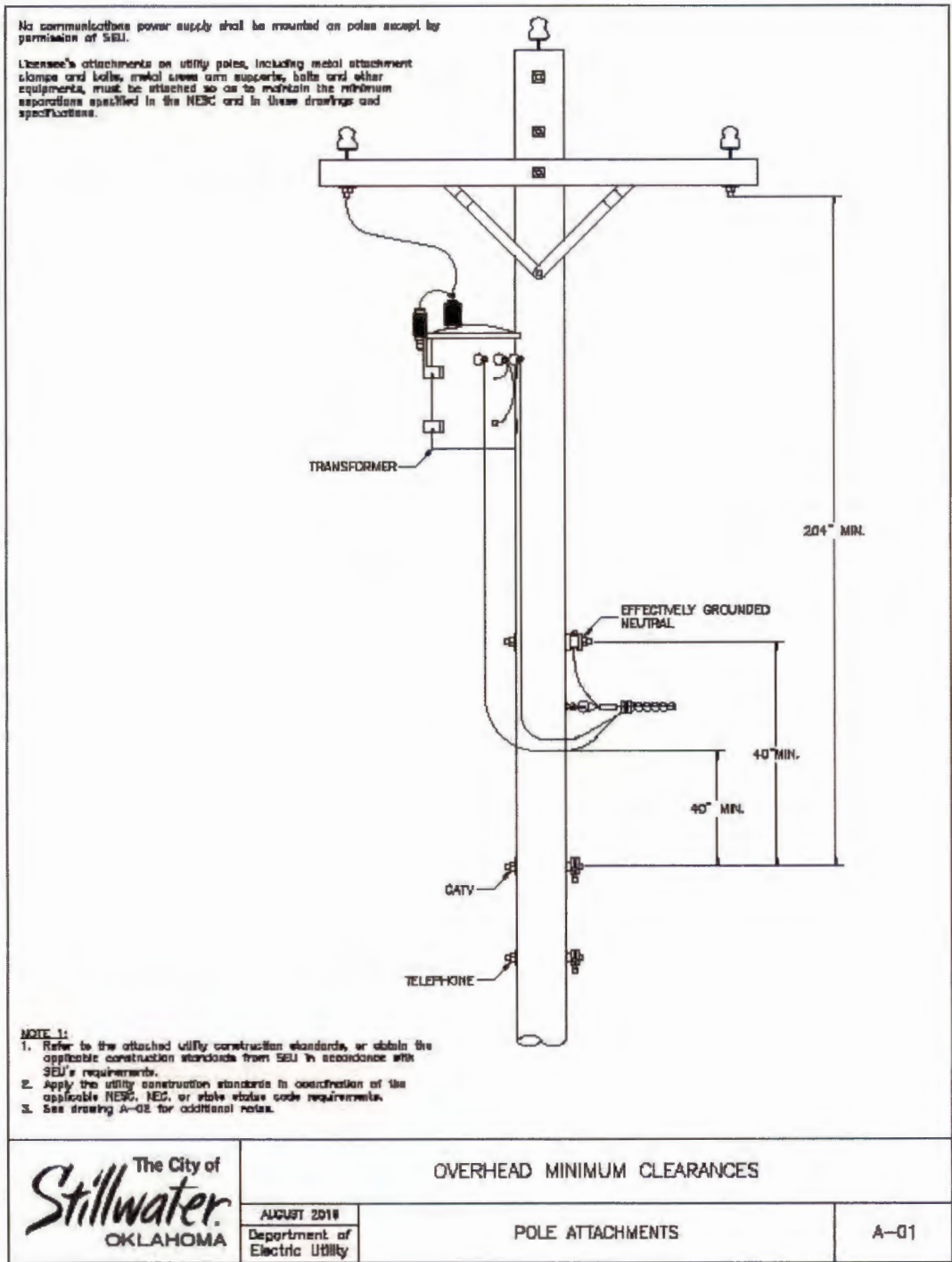
Rated anchor strength _____ [lbs]

Soil composition _____ [sandy, loam, clay, rock]

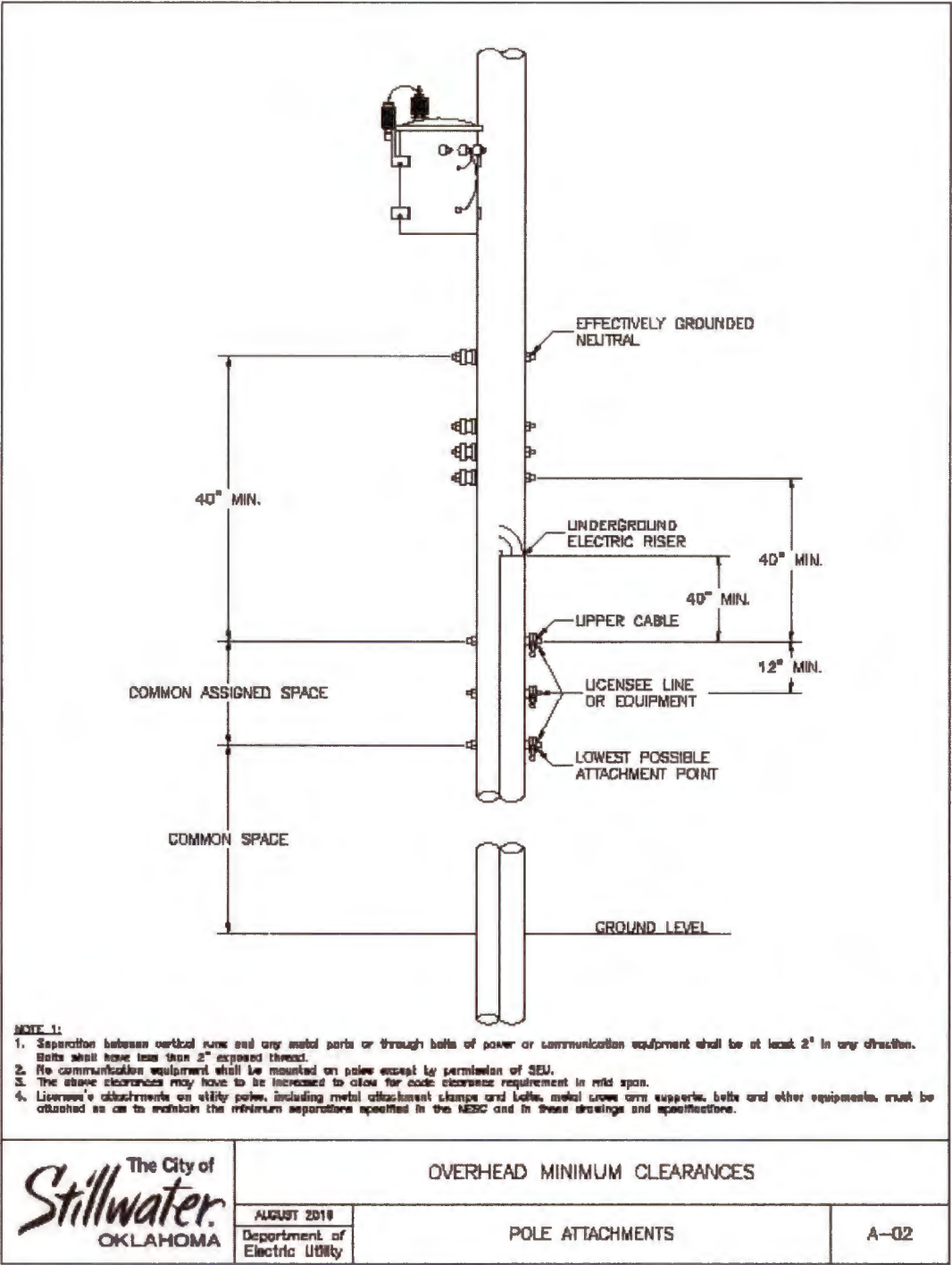
APPENDIX F - Field Data Summary Sheet Instructions

<u>Column</u>	<u>Instructions</u>
Utility Pole Number	If a Pole stencil is not in place, it may be left for Utility if the accompanying sketch is adequate to determine the Location.
Communication Company's	This must correspond with the plan sheet or
Plan Sheet Pole Number	Pole Sketch Pole identification number.
Pole Height and Class.....	List the present Pole height and class and list the proposed Pole height and class if it is necessary for Utility to replace the Pole for clearance, etc.
Guy Attachments.....	All unbalanced loading on Poles must be guyed. Attachments to Utility's anchors will not be allowed.
Attachment Height.....	Communications Company attachment height above ground level. List guy lead in feet.
Inches Below Utility	The number of inches Communications Company is to be attached below Utility while maintaining clearance as required in Item #4.
Span Length	List the back span length for each attachment.
Inches Sag.....	List the messenger sag for the design listed on the cover sheet at 60 degrees Fahrenheit.
Ground Clearance.....	List the ground clearance at the low point of the back span. Must not be less than the National Electrical Safety Code (latest edition).

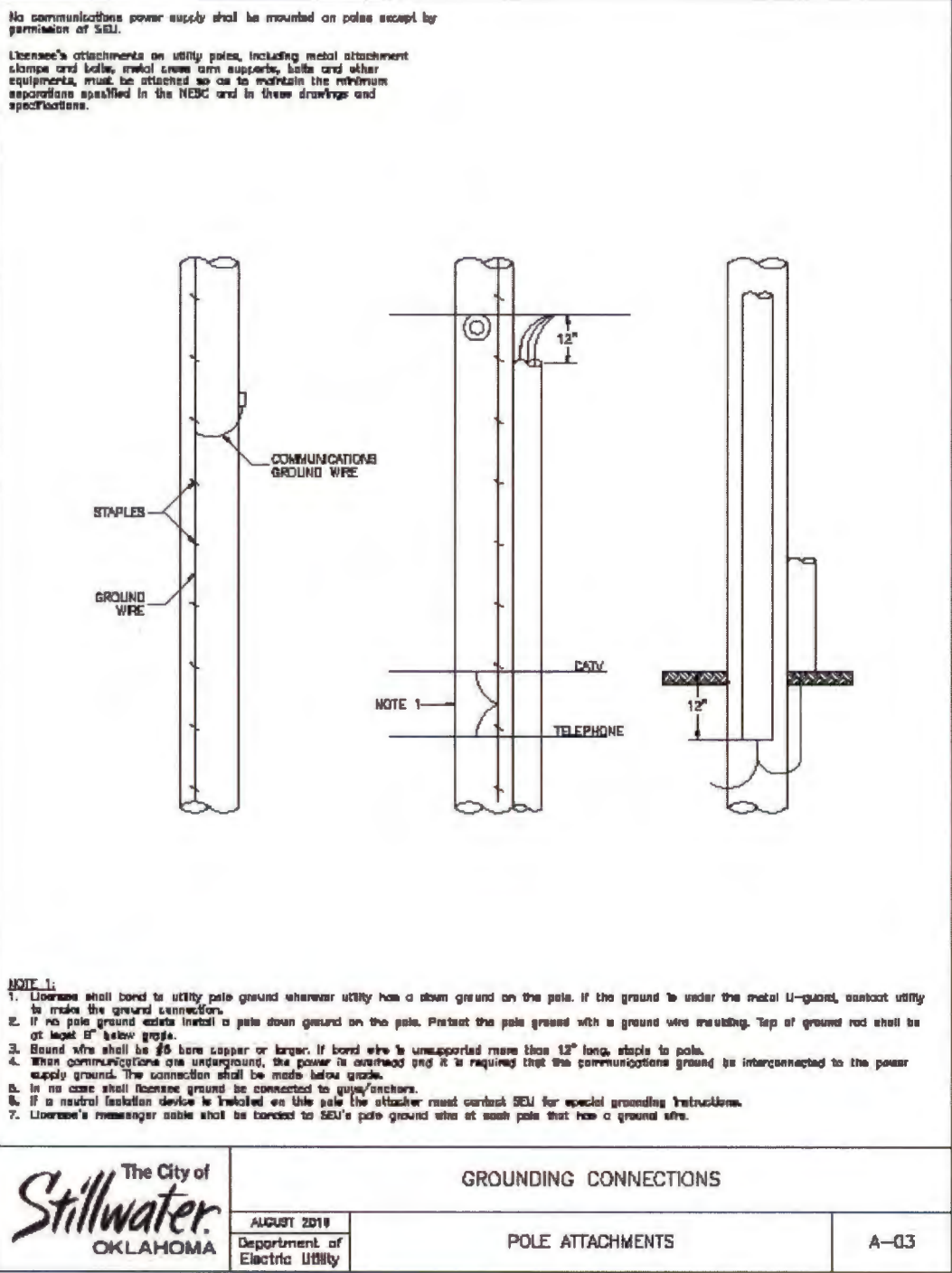
Drawing A-01— Overhead Minimum Clearances



Drawing A-02 — Overhead Minimum Clearances



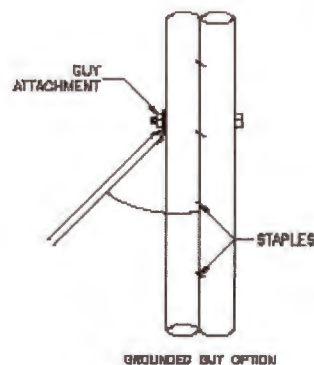
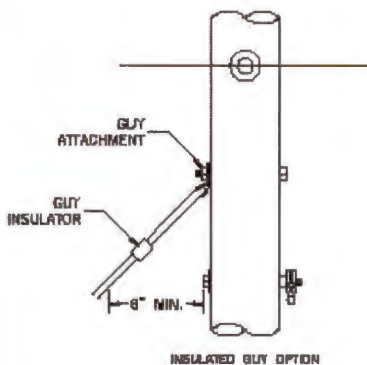
Drawing A-03 — Grounding Connections



Drawing A-04 — Guy Wire Requirements

No communications power supply shall be mounted on poles except by permission of SEU.

Licensee's attachments on utility poles, including metal attachment clamps and bolts, metal cross arm supports, bolts and other equipment, must be attached so as to maintain the minimum separations specified in the NEC and in these drawings and specifications.



CONTACT SEU TO DETERMINE IF
GUTS ARE TO BE INSULATED OR
GROUNDED.

NOTE 1:

1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on utility's poles licensee's attachments.
2. Anchors and guy wires must be set on each utility pole where there is a turn or angle and on all dead-end utility poles.
3. Licensee may not place guy wires on the anchors of SEU or third party user without prior written consent of all attaching entities and anchor owner.
4. No attachment may be installed on a utility pole until all required guys and anchors are installed. Nor may any attachment be modified or relocated in such a way as will materially increase the stress or loading on utility poles until all required guys and anchors are installed.
5. Licensee's down guys shall not be bonded to ground or neutral wires or SEU's pole and shall not provide a current path to ground from the pole ground or power system neutral. If permitted or required by SEU, grounded guys should be installed.
6. On jointly used structures, guys that pass within 12" of supply conductors, and also pass within 12" of communication cables, shall be protected with a suitable insulating covering where the guy passes the supply conductors, unless the guy is effectively grounded or insulated with a strain insulator at a point below the lowest supply conductor and above the highest communication cables.

The City of
Stillwater
OKLAHOMA

GUY WIRE REQUIREMENTS

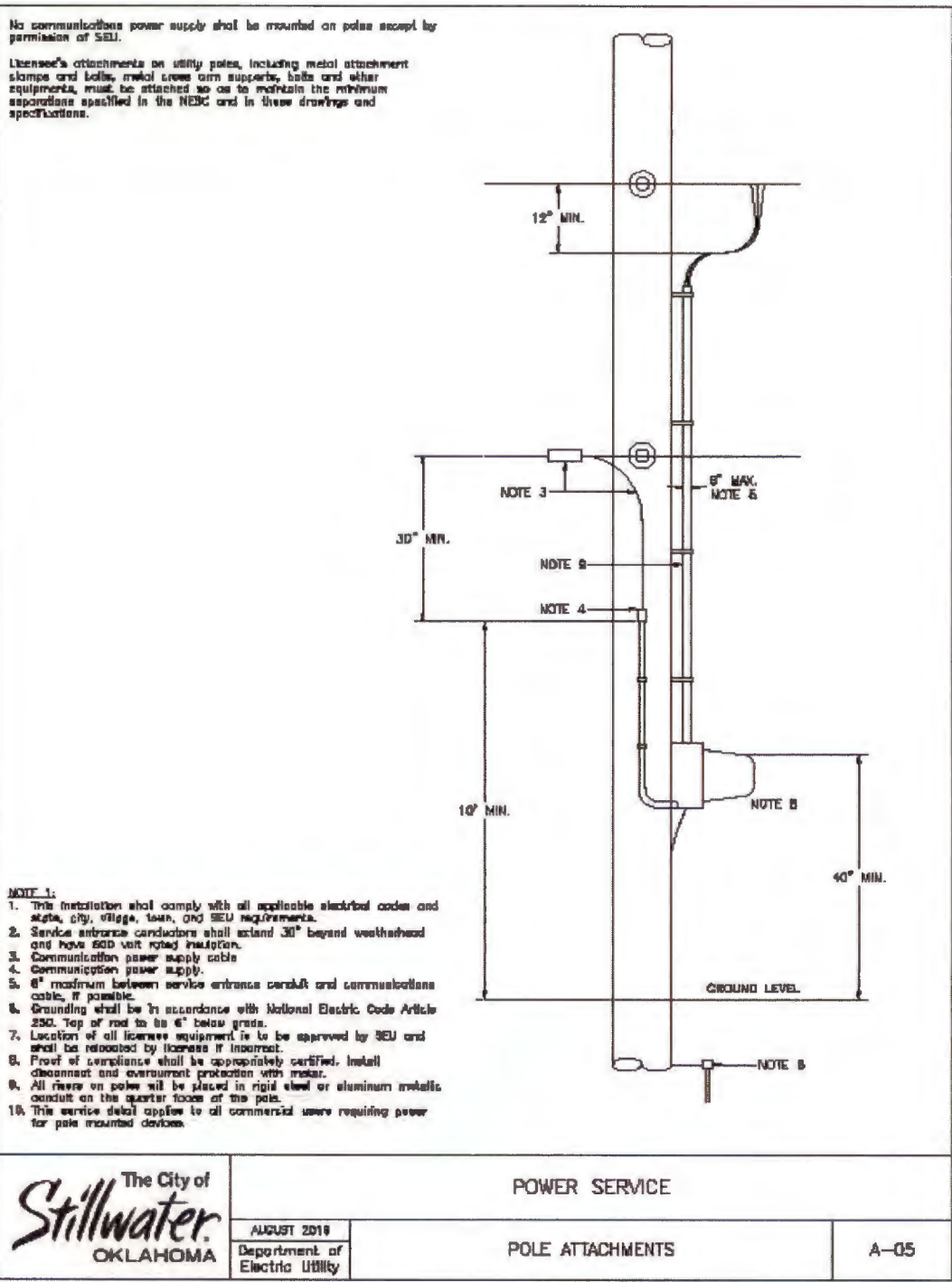
AUGUST 2018

Department of
Electric Utility

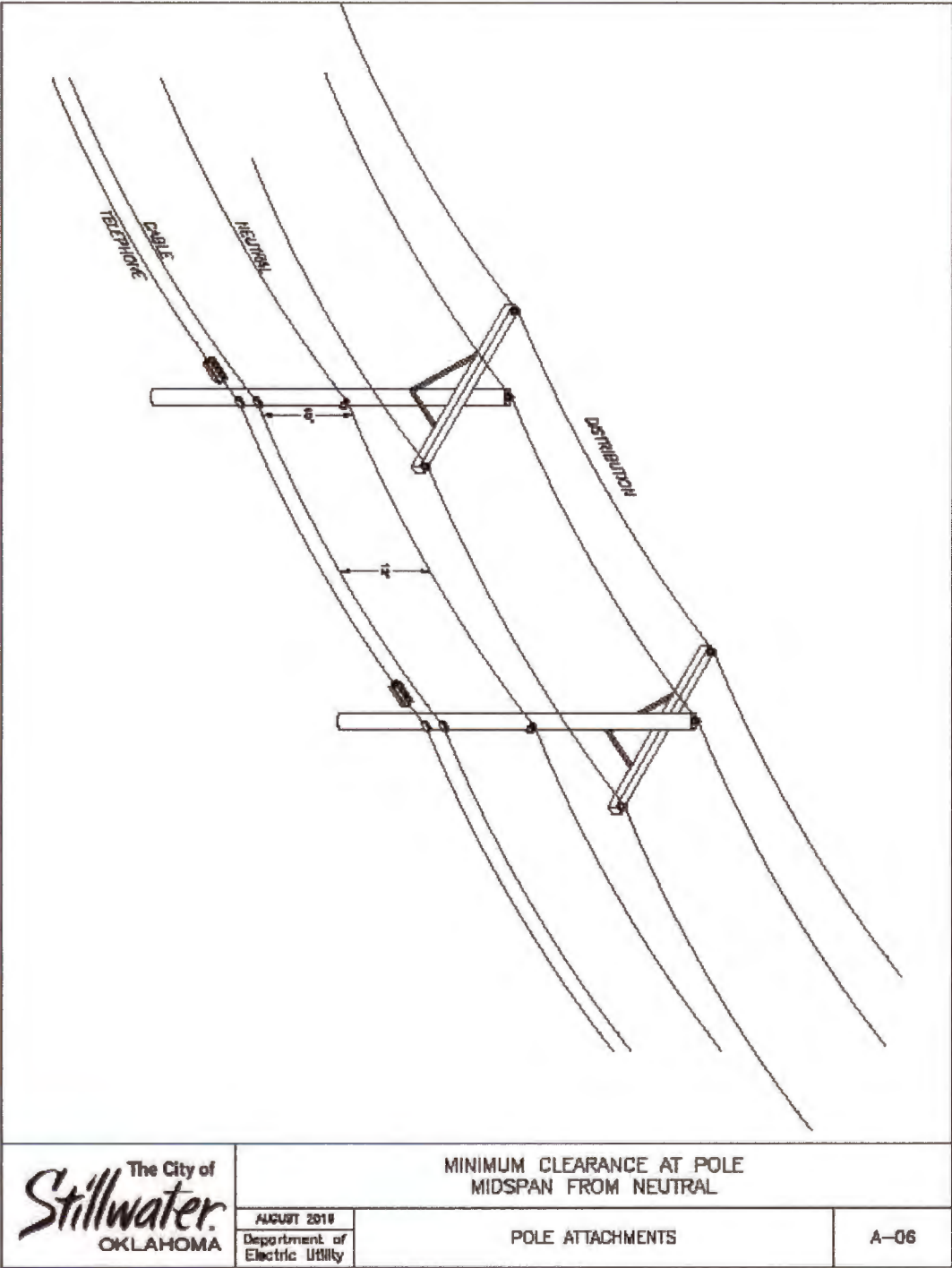
POLE ATTACHMENTS

A-04

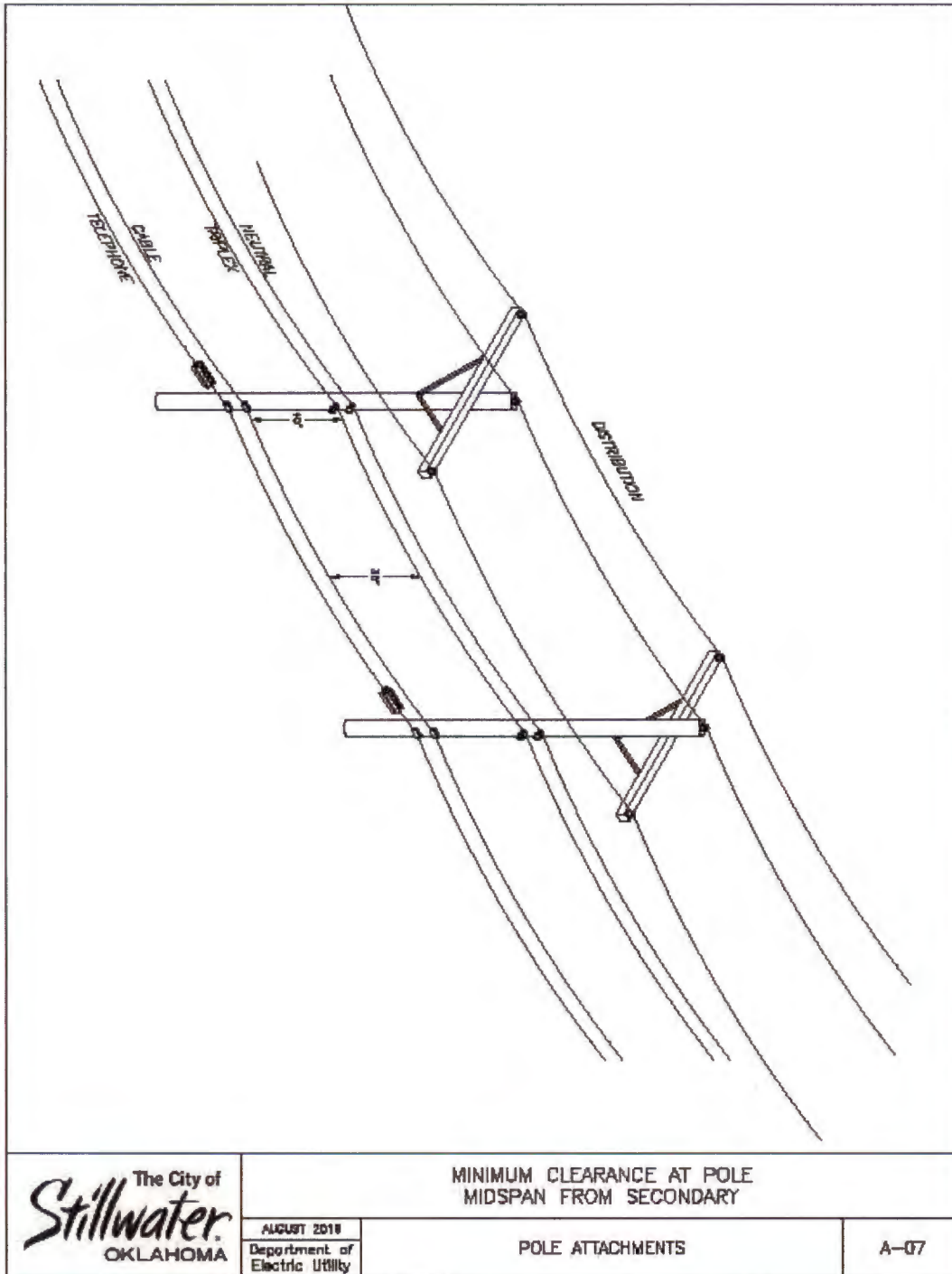
Drawing A-05 — Power Service



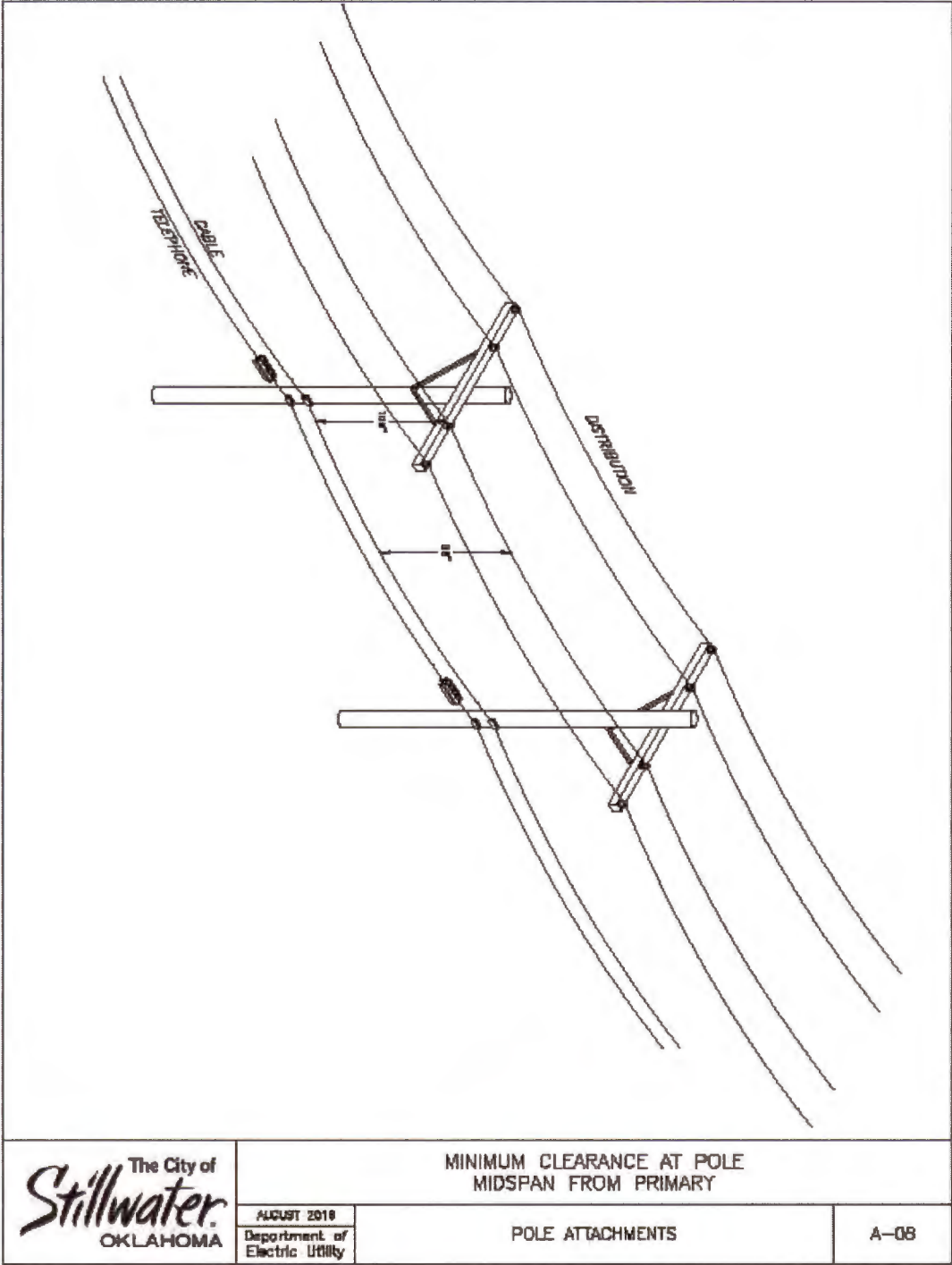
Drawing A-06 — Minimum Clearance at Pole/Midspan from Neutral



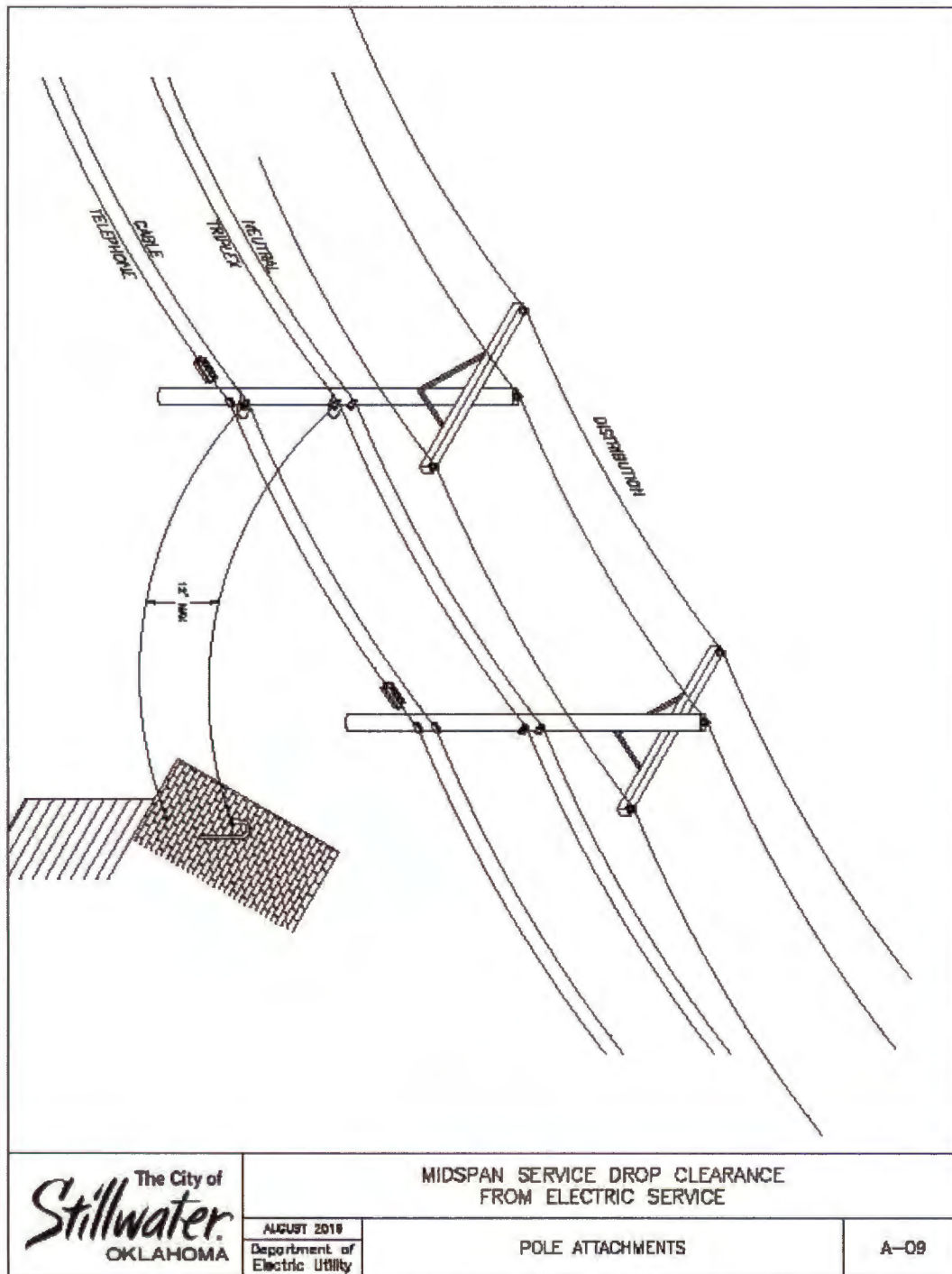
Drawing A-07 — Minimum Clearance at Pole/Midspan from Secondary



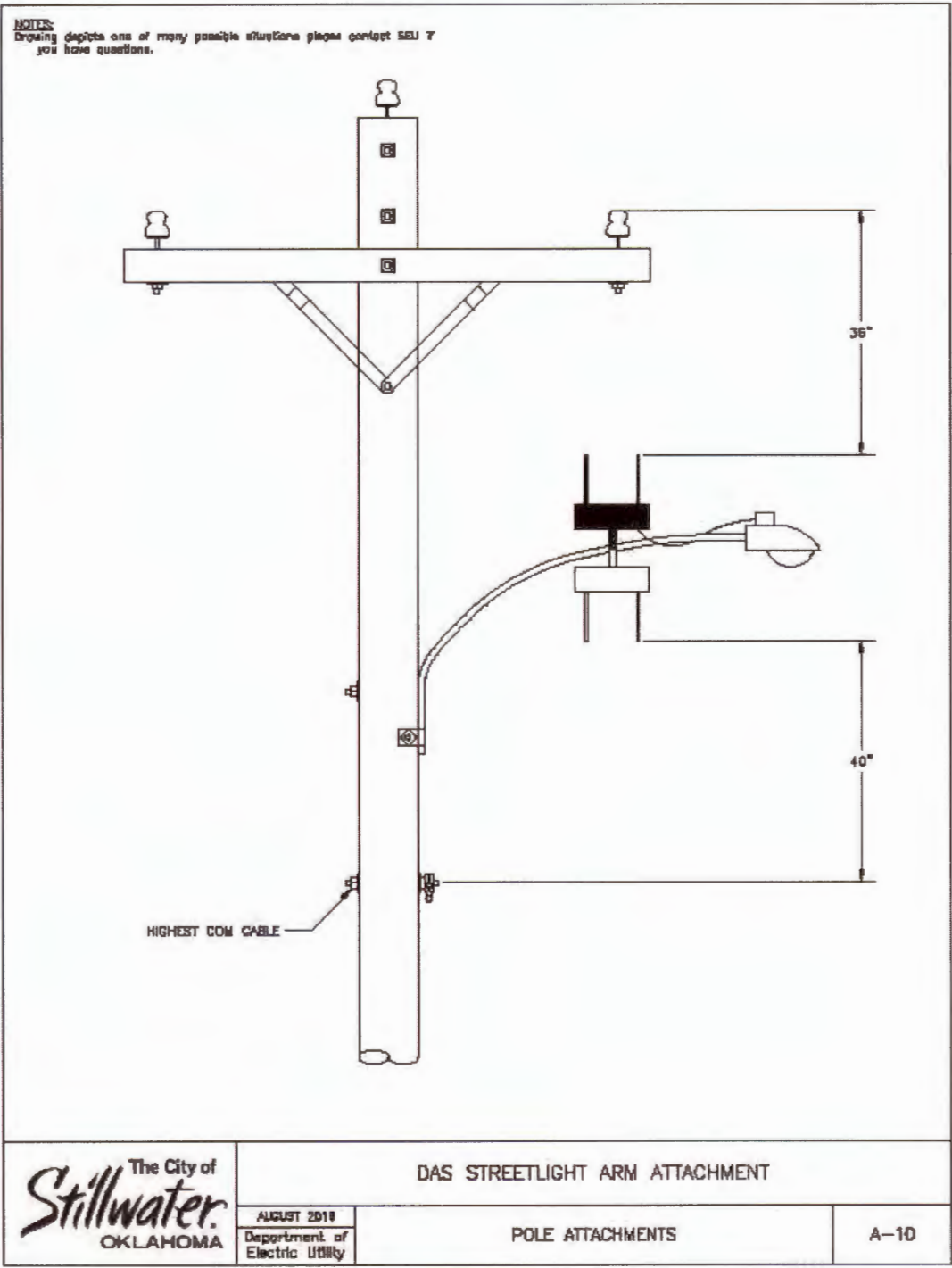
Drawing A-08 — Minimum Clearance at Pole/Midspan from Primary



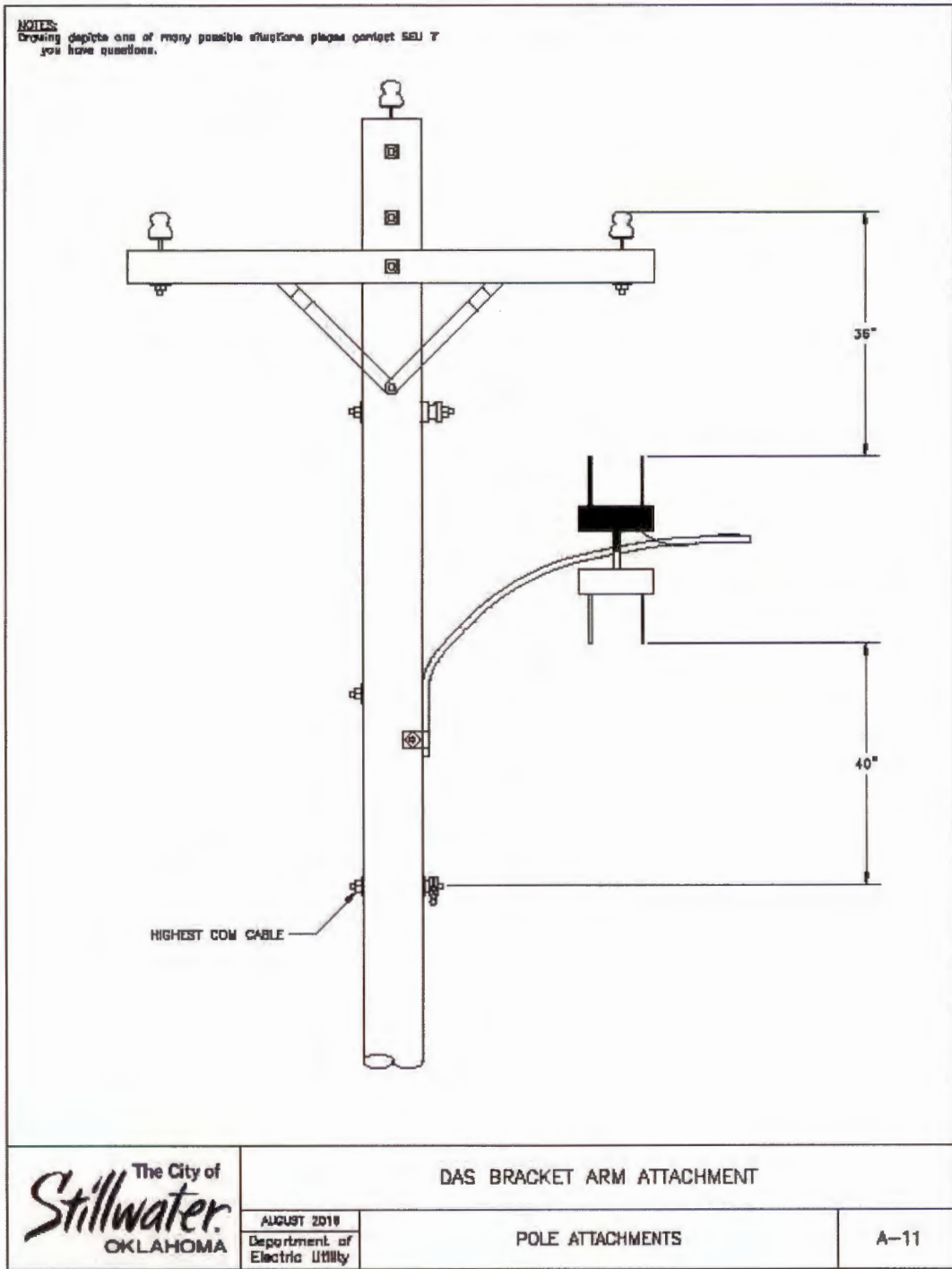
Drawing A-09 — Midspan Service Drop Clearance from Electric Service



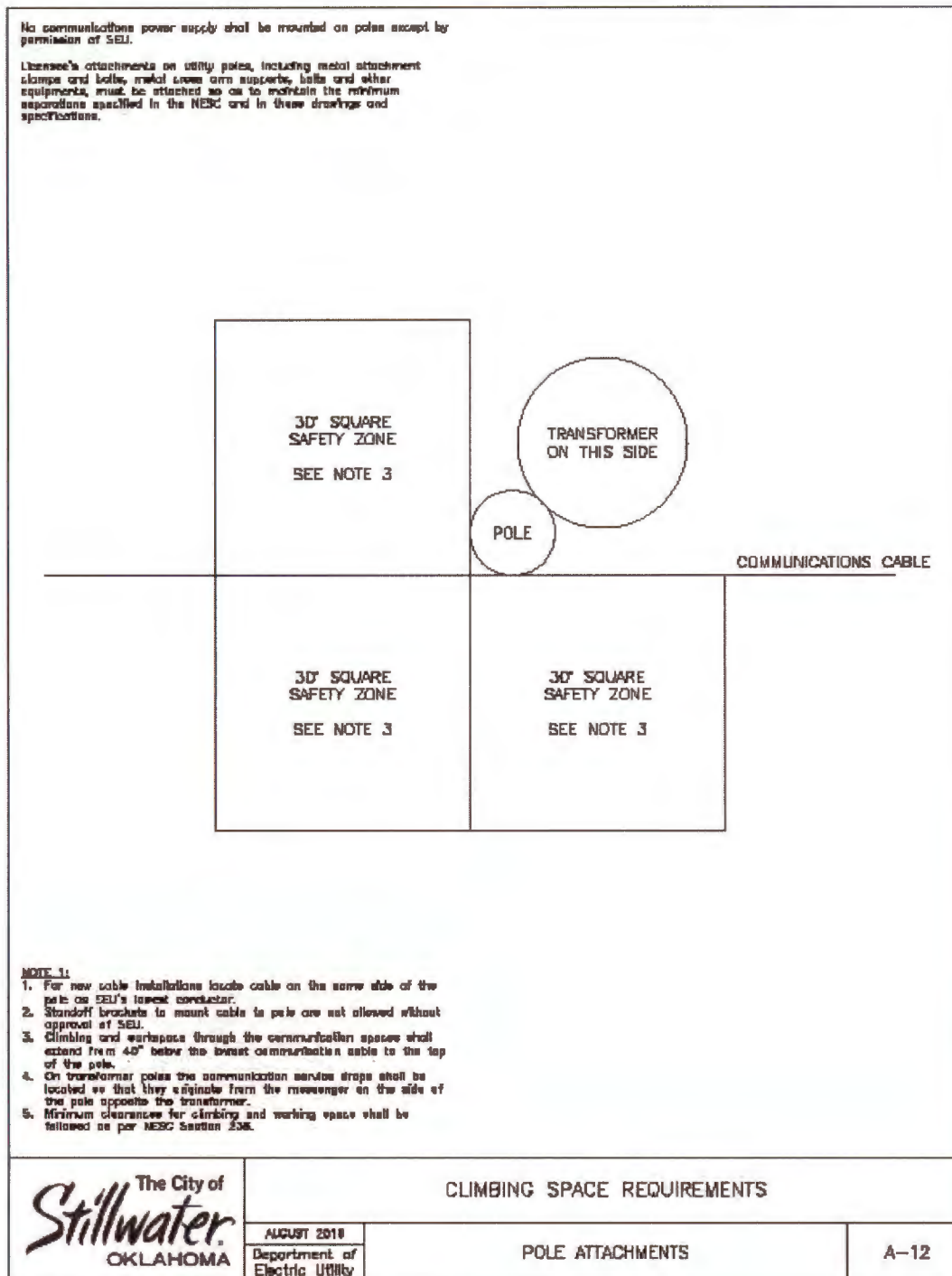
Drawing A-10 — DAS Streetlight Arm Attachment



Drawing A-11 — DAS Bracket Arm Attachment



Drawing A-12 — Climbing Space Requirements



POLE ATTACHMENT BOND

Bond No.: 800150437

KNOW ALL MEN BY THESE PRESENTS,

THAT Clarity Telecom, LLC, as Principal, and Atlantic Specialty Insurance Company, having its executive office in 605 Highway 169 North, Suite 800 Plymouth, MN 55441, as Surety, are held and firmly bound unto Stillwater Utilities Authority, 411 E 3rd Avenue, Stillwater, OK 74074, hereinafter referred to as Oblige, in the penal sum of Ten Thousand Eighty Eight Dollars and 00/100 DOLLARS (\$10,088.00) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to said penal sum regardless of the number of years this bond remains in force or is renewed, of the number of premiums that shall be payable or paid, the number of Subscribers to the system and/or legal fees which may be required and incurred.

WHEREAS, Principal has entered into a written agreement with the Oblige for the use of its poles in connection with the furnishing of telecommunications services, which agreement sets forth the terms and conditions which govern the use of such poles, which agreement is hereby specifically referred to and made part hereof, with like force and effect as if herein at length set forth.

NOW THEREFORE, the condition of this obligation is such, that if the above bound Principal shall perform in accordance with the aforesaid agreement, then this obligation shall be void, otherwise to remain in full force and effect unless cancelled or terminated as set forth below.

This bond may be terminated or cancelled by Surety by giving thirty (30) days prior notice in writing from Surety to Principal and said Oblige, such notice to be given by certified mail. Such termination or cancellation shall not affect any liability incurred or accrued under this Bond prior to the effective date of such termination or cancellation.

AND PROVIDED FURTHER that no action, suit or proceeding shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within twelve months after cancellation of this bond as set forth in the preceding paragraph.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 6th 9th day of September, 2024.

WITNESS:

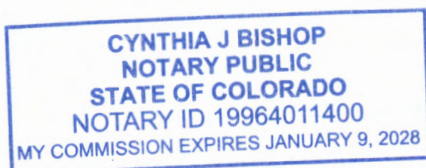
Cynthia J. Bishop
NAME

Location:

BP_Stillwater_Z1_DA41_AER (26 Attachments)

Clarity Telecom, LLC
PRINCIPAL
By: [Signature]
CEO
TITLE

Atlantic Specialty Insurance Company
SURETY
By: [Signature]
Michelle Deligne, Attorney-in-Fact





Power of Attorney

Surety Bond No: 800150437

Principal: Clarity Telecom, LLC

Obligee: Stillwater Utilities Authority

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Michelle Deligne, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.

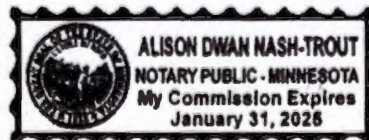
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 6th day of September, 2024.



Christopher V. Jerry, Secretary

REPORT TO: STILLWATER UTILITIES AUTHORITY

MEETING DATE: SEPTEMBER 23, 2024



Agenda Item:	5.a. SUA-24-54
Previous/Related Action:	N/A
Background/Issue:	The Water Utilities Capital Improvement Plan (CIP) includes more than 100 water and sewer projects that are slated for design and construction within the next 5-8 years. Beyond this list of staff-identified projects, various projects may be added to the top of the prioritized list due to emergencies or economic development needs. The Water Utilities Engineering Division has two unfilled Project Manager positions leaving the Division staffed at 67%. Over the past nearly 5 years, the Division has not been fully staffed.
Proposal/Solution:	In order to complete the Projects listed on the CIP, staff have planned to implement a new Annual Program system that places higher responsibility and accountability on consultants to complete the work and reduces the number of consultants being managed by staff. Although the project support functions for staff will continue, the efficiency of having multiple projects funneled through a single consultant team will provide for more progress than a project-by-project system can accomplish. Between April and August 2024, staff conducted a selection process seeking engineering consultants capable of designing and overseeing construction for the FY25 Program, for which projects were pre-identified by staff, and for developing a 5-Year Execution Plan for the FY26 through FY30 Annual Programs. For the selection process, 20 firms submitted letters of interest, five were shortlisted and three were interviewed. Staff selected the team led by Black and Veatch (B&V). Staff and B&V have negotiated a scope and fee for a Task Order (TO) Agreement for the requested services. The initial TOs are based on completing the FY25 Program in two work packages. The execution plan will be authorized by a future TO. The TOs include: • TO1 – Pipeline Projects • TO2 – Facility Projects

Financial Source/Impact:	Funding for Task Orders 1 and 2 will come from the Water and Sewer Funds.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Staff recommends a motion to: • Approve the task order agreement with Black and Veatch for Engineering Services and authorize the General Manager to execute the agreement; • Authorize expenditures associated with Task Orders 1 and 2 and authorize the General Manager to execute each. • Approve the budget amendment appropriating \$4,256,476 for the initial two TOs and a 10% contingency.
Prepared By:	David Barth, Engineering Manager of Water Utilities
Reviewed By:	Candy Staring Brady Moore Teresa Kadavy
Submitted By:	Kimberly Meek, General Manager

Attachments

1. BA 9-23-2024
2. Task Order Agmt - Black and Veatch - Final
3. TO_1 Pipeline Project - Final
4. TO_2 Water and WW Facilities - Final



The City of
Stillwater
OKLAHOMA

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: 09/17/2024

Department: Water Resources

Requested by: David Barth

Explanation: To appropriate funds for Task Order Agreement with Black and Veatch for Engineering Services for Year 1 Water and Wastewater Capital Projects and Execution Plan.

Account Name	Account Number (xxxxxx-xxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
CIP-Engineering and Execution Plan	9129216 - 54009	25WL03912	\$ 0	\$ 3,860,008	\$ 3,860,008
CIP-Engineering and Execution Plan	9139317 - 54009	25WL03913	\$ 0	\$ 396,468	\$ 396,468
	-	-			\$ 0
	-	-			\$ 0
	-	-			\$ 0
	-	-			\$ 0
	-	-			\$ 0
	-	-			\$ 0
	-	-			\$ 0
	-	-			\$ 0

Net Change: (will usually result in a total increase or decrease) \$ 4,256,476

Date: 9.17.2024

Reviewed by Department Manager: *David Barth*

Date: 9/17/2024

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--

**City of Stillwater
Civil Engineering Services Task Order Agreement
FY2025 Program**

Owner: Stillwater Utilities Authority
Engineer: Black & Veatch

**AGREEMENT BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and
Issued and Published Jointly

by



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1420 King Street, Alexandria, VA 22314-2794

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____, 20____ (“Effective Date”) between STILLWATER UTILITIES AUTHORITY (“Owner”) and Black & Veatch Corporation (“Engineer”).

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

Engineering and Construction Administration Services

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

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

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

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

1.02 Task Order Procedure

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

- B. Engineer will commence performance as set forth in the Task Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein, in Exhibit B and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in each Task Order, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance of any Task Order within the time set forth, as duly adjusted, then Engineer and Owner shall jointly determine and initiate a recovery plan within 30 calendar days of Owner’s request to the Engineer to ensure successful completion of task. If Engineer continues to remain unable to complete said task, the Owner may initiate the provisions of Paragraph 6.05 Suspension and Termination of this Agreement and shall be entitled to damages.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

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

4.02 *Payments*

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

~~5.02 — Designing to Construction Cost Limit~~

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

~~5.04~~ 5.02

Opinio

ns of Total Project Costs

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
1. Engineer and Owner shall comply with applicable Laws and regulations.
 2. Prior to the Effective Date of each Task Order, Owner shall provide to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's¹ performance of services under this Agreement provided to Engineer in writing.

Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

- F. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of such Task Order. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- G. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- H. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree in each Task Order to use other general conditions.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- J. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- M. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

- A. ~~All drawings, raw data files, tracings, plans, computations, specifications, maps and other documents prepared or obtained under this contract shall become the sole property of Owner and shall be delivered to Owner without restriction on future use. Engineer shall retain in its files all original drawings, specifications and all other pertinent information for the work. Engineer shall have no liability for changes made to the drawings, specifications, and other documents by other engineers after completion of the contract. Owner shall require that any such change be sealed, dated, and signed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified. Engineer shall not release any hardcopies or electronic files, native or pdf, prepared or obtained under this contract to any third party without prior written consent of Owner. Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. All raw data files, tracings, plans, computations, specifications, and maps prepared or obtained under the terms of the contract shall be delivered to and become property of the Owner. All basic survey notes and sketched, charts, computations, and other data prepared or obtained under this contract shall be made available upon request to the Owner without restriction or limitation on their use. When a contract is for preliminary plans only, no commitment is made or implied that would constitute a limitation on the subsequent use of the plans or the ideas incorporated therein for preparation of construction plans.~~
- B. Either party to this Agreement may rely on that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

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

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.

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

6.05 *Suspension and Termination*

- A. Suspension:
 - 1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.
 - 2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under a Task Order if Engineer's performance has been substantially delayed through no fault of Engineer.
- B. *Termination*: The obligation to provide further services under this Agreement or under a Task Order may be terminated:
 - 1. For cause,

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

2. For convenience,

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

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

D. Payments Upon Termination:

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

Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C, not to exceed 5% of the remaining project cost.

6.06 *Controlling Law*

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

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement, and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

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

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

6.09 *Environmental Condition of Site*

- A. Per Task Order, Owner will disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location. Owner's drinking water distribution system has the presence of asbestos-cement lines. Groundwater contamination exists near Boomer Lake.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Sites likely to be related to Task Orders of this Agreement.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an ~~equitable~~ adjustment in its compensation or in the time of completion, or both; such adjustment shall be based on the schedules provided in Exhibit C, or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an ~~"owner"~~ "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall defend, indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages

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

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. ~~*Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.~~
- F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the Amendment.
- G. *Access to Engineers Accounting Records:* Engineer will maintain accounting records, in accordance with generally accepted accounting principles. These records will be available to Owner during Engineer's normal business hours for a period of one year after Engineer's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Orders) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Orders, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement and authorized Task Orders.
 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits and attachments identified in Paragraph 8.01 and any duly executed amendments or Task Orders.
 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement and authorized Task Orders.
 5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
 6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of

Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; ~~(e)~~I the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.

15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "R"PR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Task Order* – A document executed by Owner and Engineer, including amendments if any, stating the project description, clarifications to scope of services, Engineer’s compensation, times for performance of services and other relevant information for a Project.
33. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
34. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits and Attachments Included:*

- A. Exhibit A, Engineer’s Services.

- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. Not Included.
- E. Exhibit E, Notice of Acceptability of Work. As Issued.
- F. Exhibit F, Construction Cost Limit. Not Included.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. Not Included.
- I. Exhibit I, Limitations of Liability. Not Included.
- J. Exhibit J, Special Provisions. Not Included
- K. Exhibit K, Suggest Format of Amendment to Owner-Engineer Agreement. As Issued.
- L. Exhibit L, Suggested Format of Task Order. As Issued.

8.02 *Total Agreement:*

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

8.03 *Designated Representatives:*

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

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04⁴:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution⁴;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

Owner:
Stillwater Utilities Authority

By: _____

Title: Kimberly Meek, General Manager

Date _____

Signed: _____

Engineer:
Black & Veatch Corporation

By: _____

Title: Derek Cambridge, Vice President

Date _____

Signed: 09/18/2024

Engineer License or Firm's
Certificate No. 3314
State of: Oklahoma

Address for giving notices:

City of Stillwater, Engineering

PO Box 1449

Stillwater, OK 74076-1449

Address for giving notices:

2601Northwest Expy #505W,

Oklahoma City, OK 73112

Designated Representative (Paragraph 8.03.A):

David Barth

Title: Water Engineering Manager

Phone Number: (405) 742-8261

Facsimile Number: _____

Designated Representative (Paragraph 8.03.A):

Lars Ostervold

Title: Project Director

Phone Number: (918) 845-0039

Facsimile Number: NA

E-Mail david.barth@stillwaterok.gov
Address: _____

E-Mail OstervoldJrLB@bv.com
Address: _____

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

Kimberly Carnley, City Attorney

This is **EXHIBIT A**, consisting of 16 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 20____.

Engineer's Services

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

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

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

PART 1 – BASIC SERVICES

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

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

- F. Complete Preliminary Design documents for separate Projects as specified in preamble of Agreement between Owner and Engineer for Professional Services in order to stagger review submittal packages for Owner review. Preliminary Project Design review packages will not be submitted with less than 30-days apart to provide adequate time for Owner review, Engineer response, and backchecks to be completed.
- G. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners. Include all fire line watch valves potentially impacted by the project. Obtain all information necessary to design the facilities to City standards.
- H. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
- I. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
- J. Furnish one (1) electronic copy of each Preliminary Project Design document package and any other deliverables to Owner within 180 calendar days of Owner's authorization to proceed with each design package. Owner shall submit to Engineer any comments regarding the Preliminary Project Design documents and any other deliverables.
- K. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner one (1) electronic copy of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 30 calendar days after receipt of Owner's comments.
- L. Engineer will conduct a one-day workshop with the Owner's personnel to review the Preliminary Design Phase products as defined above.
- M. Perform or provide additional Preliminary Design Phase tasks or deliverables as needed by Owner and agreed upon by Engineer.
- N. Engineer's services under the Preliminary Design Phase Task Order will be considered complete when Preliminary Design Phase documents (35%), revised opinion of probable Construction Cost, and any other deliverables have been accepted by Owner.

A1.02 *Final Design Phase, General Services Description.* After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Program, and upon written authorization from Owner, Engineer shall:

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

- B. Provide technical criteria, written descriptions, design data for -filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Projects; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities. Engineer will file required applications for permits. The Owner will make direct payment to the various permitting entities as required to enable Engineer filing.
- C. 65% Preliminary Design Drawings. With Owner's comments and markups for 35% Design Plans, proceed to 65% Preliminary Design drawings including cover sheet, pay quantities, construction notes, details, and a survey control plan. Include an outline of technical specifications needed for the Bid Documents. Submit all documents to Owner for review and comment prior to proceeding to preparation of 95% Design drawings.
- D. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
- E. Prepare and furnish bidding documents for various projects, for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 14 days of receipt, Owner shall submit to Engineer any comments.
- F. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit a final electronic copy of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 30 calendar days after receipt of Owner's comments and instructions.
- G. Engineer will conduct two (2), one-day workshops (65% and 95%) with the Owner's personnel to review the Final Design Phase products as defined above.
- H. Provide Owner administrative support for permitting, to include, but not limited to ODEQ, ODOT, County, Rail, and City, for State Revolving Fund (SRF) application, and Environmental Information Document (EID) on all Projects within Program scope. Submit drafts to Owner for review and comment.
- I. Provide surveying, legal descriptions and coordination for easement and right-of-way acquisition needs.
- J. With City's input, coordinate with private utilities (gas, fiber, phone, communication, others) through the Owner and ensure conflicts with these utilities and the project are identified and their relocation work is appropriately scheduled by their owner(s) to be clear of the project ahead of anticipated construction start.
- K. Provide support to Owner's Land Acquisition Technician for acquiring needed rights-of-way, easements and rights-of-entry. Provide staking or proposed easements for the purpose of communication with the property owners.
- L. Perform or provide additional Final Design Phase tasks or deliverables as needed by Owner and agreed upon by Engineer.

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

A1.03 Bidding – General Services Description.

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

8. -Conform the Bid Documents to “For Construction” drawings, technical specifications and contract documents to include any addenda and clarifications made during bid phase.
9. Perform or provide additional Bidding Phase tasks or deliverables as needed by Owner and agreed upon by Engineer.

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

A1.04 *Construction and Post-Construction Phases, General Services Description.* The Engineer is not granted the authority to direct the Contractor’s Work or approve field or contract changes on behalf of the Owner. After acceptance by Owner of the Bid Award Recommendation and conformed (For Construction) documents, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the phase, and upon written authorization by Owner to proceed, Engineer shall:

A. *Administrative Services.*

1. *Project Management:* Engineer will develop a general workplan that defines its delivery approach, staffing, responsibilities, and project deliverables. Engineer will advise Owner of the progress of construction. This include submitting monthly progress reports to the Owner and regular progress meetings and consultations with the Owner. Engineer shall ~~prepare-review~~ progress meeting agendas, ~~record-meeting-minutes,~~ and ~~distribute the meeting~~ minutes coordinated and submitted by the Contractor. Project Management Sservices by Engineer shall include:

- Facilitate and oversee execution of Construction Contract through coordination with all parties.
- Coordinate, organize, schedule and conduct the Pre-Construction Conference including agenda, meeting summary and all follow-on services.
- Provide project management services throughout the construction phase including tracking, scheduling, coordination, reporting, correspondence, documentation, coordination and other required services for project management.
- Coordinate with Engineering, Water Utilities, Public Works and other City departments and conduct all Work required (in advance of and during the Project) to ensure confirm that all Project Work for a complete, compliant and successful project is accomplished. These items include, but are not limited to: test shutdowns; traffic, pedestrian, and business access considerations; lane closures; waste management provisions; bus stop considerations; construction sequencing; water and sewer service tie-ins and interruptions; monitoring of all Project ongoing systems (such as construction sequencing, sewer bypasses, traffic control systems, temporary and emergency entry maintenance, etc.); property owner notifications (Work Starts Letters, Shutdown Notices, etc.); and any other Project and/or Contractor required Work items (refer to

Contract Documents, City Standards, City SOPs, and all local, county, state and federal rules and regulations).

- Provide coordination with and oversee all private and franchise utility corrective actions upon discovery of any conflicts with the project plans. Ensure all new information is updated on record drawings.
- Verify Contractor has all required permits before beginning related work.

~~1.B.~~ Communications: Engineer will implement and maintain regular communications with the Contractor and Owner during the construction. Engineer will receive and log all communications from the Contractor and will coordinate the communications between the Owner and Contractor. Engineer will not communicate directly with the Contractor's subcontractors.

~~B.C.~~ Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

~~C.D.~~ Field Instructions and Orders: With Owner's approval, Engineer will issue field instructions, orders or similar documents during construction as provided in the contract for construction.

~~D.E.~~ Selecting Independent Testing Laboratory: ~~Assist Owner in the selection of a~~ An independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0 shall be provided as needed by the Engineer.

F. Project Meetings and Conferences: Organize, coordinate, lead and document all Project meetings including the Pre-Construction Conference, regularly scheduled progress meetings, onsite meetings and others, as necessary. Review and confirm that Contractor creates and distribute minutes from all meetings/conferences within three (3) days of said event(s). Owner's attendance at each meeting is required.

~~Project Meetings and Conferences:~~ ~~Organize, coordinate, lead and document all Project meetings including the Pre-Construction Conference, regularly scheduled progress meetings, onsite meetings and others, as necessary. Create and distribute minutes from all meetings/conferences within three (3) days of said event(s). Owner's attendance at each meeting is required.~~

~~D. Pre-Construction Conference:~~ ~~Participate in each separate Project Pre-Construction Conference prior to commencement of Work at the Site.~~

G. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Owner or Engineer including, but not limited to, Progress Schedule, Schedule of Submittals, and Schedule of Values.

~~E. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Owner or Engineer, including, but not limited to, the Progress Schedule, Schedule of Submittals, and Schedule of Values.~~

H. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed or to ensure Contractor's compliance with the Contract Documents. ~~Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed or to ensure Contractor's compliance with the Contract Documents.~~

F.I. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

1. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
2. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

~~G.J.~~ G.J. *Defective Work:* Notify the Owner immediately ~~Reject Work~~ if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will ~~impe~~threaten the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

~~H.K.~~ H.K. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ~~Subject to any limitations in the Contract Documents,~~ Engineer must have Owner's approval for ~~may issue~~ field orders authorizing minor variations in the Work from the requirements of the Contract Documents.

L. *Claims by Contractor:* Engineer shall review all claims by Contractor including but not limited to delays, differing site conditions and requests for additional time and/or compensation.

~~I.M.~~ I.M. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate. Identify best solution (considering price, schedule, constructability, State statutes, City standards, etc.) for required changes to Engineer's plans and prepare all required documents (exhibits, attachments, figures, reports, etc.) to support the Change Order. Prepare Draft and Final Reports and PowerPoint slides to support Owner's Project Manager for presentations to City Council/SUA. Attend City Council/SUA Meetings, as necessary to support the Project, and be prepared to defend Project decisions and progress during the meetings. ~~Recommend change orders and work change directives to Owner, as appropriate, and with Owner's Approval, prepare change orders and work change directives as required.~~

~~J.N.~~ J.N. *As Built Drawings And Record Documents:* Engineer will coordinate the Contractor's submittal of red line drawings, specifications and other as-built documents and shall prepare record drawings and transmit these to the Owner. Engineer will meet with the Contractor as necessary to discuss the preparation and submittal of red line or as-built drawings.

~~K.O.~~ K.O. *Shop Drawings, ~~and~~ Samples* Submittals and other Data: Review and approve or take other appropriate action in respect to Shop Drawings, ~~and~~ Samples, Submittals and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

~~L.P.~~ *Contractor Clarifications and Requests for Information (RFI/CCIR)*: Engineer will review the Contractor's requests for information or clarification of the contract for construction. Engineer will coordinate such review with the design team and with the Owner as appropriate. Engineer will coordinate and issue responses to the requests. Engineer will log and track the Contractor's requests. Engineer will assist the Owner in reviewing and responding to the Contractor's requests for substitution of materials and equipment. Engineer will review such requests and will advise the Owner as to the acceptability of such substitutions.

~~M.Q.~~ *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A the Owner/Engineer Agreement.

~~N.R.~~ *Inspections and Tests*: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

~~O.S.~~ *Disagreements between Owner and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

~~P.T.~~ *Safety*: Engineer will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations. Engineer will coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the contract for construction. Engineer will coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations, when such conditions expose Engineer staff, or staff of Engineer subcontractors, to unsafe conditions. Engineer will notify affected personnel of any site conditions posing an imminent danger to them which Engineer observes. Engineer is not responsible for health or safety precautions of construction workers. Engineer is not responsible for the Contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.

~~U.~~ *Applications for Payment*: -Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

1. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
- ~~—By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.~~
- ~~—Provide Owner assistance and support in documentation and preparation of Contractor applications for payment.~~
- ~~P. Based on Engineer's observations as an experienced and qualified professional and on review of Applications for Payment and accompanying supporting documentation:~~
2. ~~Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent~~

- ~~to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work,~~
- ~~3. Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments~~
- ~~4. allowed by the Contract Documents).~~
- ~~5. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsib~~
- ~~6. lity on Engineer to make any examinat~~
- ~~7.2. on to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.~~
- ~~Q.V.~~ *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples, Submittals and other data approved as provided ~~under Paragraph A1.05.C.16 in the Owner/Engineer Agreement~~, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.C.16 Owner/Engineer Agreement.
- ~~R.W.~~ *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
- ~~S.X.~~ *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in

writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement. If deficiencies in the Work are found, create and distribute a final punch-list, which has been reviewed and approved by the Owner in advance, to the Contractor.

T.Y. *Duration of Construction Phase:* The Construction Phase will commence with award of the first Construction Contract for the Project or any part thereof and will terminate upon Notice of Acceptability of Work (Exhibit E) recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

U.Z. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

V.AA. Perform or provide additional Construction Phase tasks or deliverables as need by ~~Owner~~Owner and agreed upon by Engineer.

W.BB. Engineer's services under the Construction Phase will be considered complete when the Notice of Acceptability of Work letters for each Project (Engineer's final inspection approval letter), and any other deliverables have been accepted by Owner.

X.CC. *Post-Construction Phase.* After acceptance by Owner of the Notice of Acceptability of Work letter, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Together with Owner, visit Projects to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
2. Together with Owner or Owner's representative, visit Projects within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.

3. Prepare and submit record drawings for all Projects.

- Provide record drawings reflecting all field changes and final quantities. Submittals shall include one full sized PDF file and one true half sized PDF file. Submittal should also include electronic files conforming to the Owner's requirements listed in Appendix 1 to Exhibit A.
- Record drawings shall reflect the project as installed, according to information provided by observation by the Engineer, markups by the contractor, markups by the inspector, field orders, change orders, and other sources of information ~~made~~ available to the Engineer.
- Record drawings shall generally be similar in appearance to design drawings. Drawing elements that do not reflect the project as constructed shall be deleted, not struck through, and replaced with updated elements. Differences between bid docs and record drawings shall be colored red and clouded and annotated for review, but the final record drawings shall not include clouds and be fully understandable in black and white.
- Engineer shall ensure that bid documents require adequate as-built information from the Contractor in order to meet the above requirements.

4. Provide to Owner all project documentation in electronic format organized into folders as specified by Owner.

5. Provide Owner with a Contractor evaluation report using the Owner's template.

4.—

5.6. Perform or provide additional Post-Construction Phase tasks or deliverables as needed by Owner and agreed upon by Engineer.

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

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements;

- review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Program Definition Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use.
 7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
 8. Furnishing services of Consultants for other than Basic Services.
 9. Services attributable to more prime construction contracts than specified in Paragraph A1.04.D.
 10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
 11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
 12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.

13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.C.10, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
17. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
18. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
19. Assistance in connection with the adjusting of Project equipment and systems.
20. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
21. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
22. Overtime work requiring higher than regular rates.
23. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

- ~~A. Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.~~
- ~~1. Services in connection with work change directives and change orders to reflect changes requested by Owner.~~
 - ~~2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of~~

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

GIS Digital Data Submission Requirements

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

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

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

Table 1: Digital Data Schema⁽¹⁾

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

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

Owner's Responsibilities

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

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

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

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

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

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

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

C2.02 *Compensation For Reimbursable Expenses*

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

C2.03 *Other Provisions Concerning Payment*

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

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

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

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This is **Appendix 1 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 20____.

Reimbursable Expenses and Hourly Rate Schedule

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

Engineers Consultants (subconsultants)	at cost
8"x11" Copies/Impressions	\$0.10/page
Mileage (auto)	at Federal Mileage Rates
Rental Car, Airfare, and other travel	at cost
Meals and Lodging	at cost
Equipment Rental (flow meters, surveying, etc)	at cost

Direct Labor Cost (Hourly Rates)

A. Standard Hourly Rates:

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

B. Schedule:

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

Title	Billing Rate (2024)	Billing Rate (2025)
Project Assistant	\$80.00	\$84.00
BIM/CAD Technician	\$93.00	\$97.00
Engineering Technician	\$112.00	\$117.00
Sr. BIM/CAD Technician	\$138.00	\$143.00
Design Engineer	\$139.00	\$144.00
Permitting	\$144.00	\$150.00
Architect	\$154.00	\$160.00
Project Controls/Accountant/Biller	\$157.00	\$164.00

Project Engineer	\$162.00	\$168.00
Engineering Manager	\$165.00	\$172.00
Estimator	\$168.00	\$175.00
Quality Control	\$181.00	\$188.00
Planning Designer	\$204.00	\$212.00
Senior I&C/Electrical/Mechanical/Structural	\$217.00	\$226.00
Resident Project Representative	\$219.00	\$228.00
Senior Architect	\$222.00	\$231.00
BIM/CAD Coordinator	\$225.00	\$234.00
Sr. Permitting	\$230.00	\$240.00
Process Engineer	\$251.00	\$261.00
Deputy Project Manager	\$260.00	\$270.00
Sr. Resident Project Representative	\$261.00	\$272.00
Senior Engineering Manager	\$269.00	\$280.00
Senior Estimator	\$280.00	\$291.00
Senior Planning Designer	\$280.00	\$291.00
Technical Expert/Advisor	\$306.00	\$318.00
Senior Technical Expert/Advisor	\$341.00	\$355.00
Sr. Process Engineer	\$341.00	\$355.00
Project Manager	\$350.00	\$364.00
Principal	\$375.00	\$390.00

Notes:

1. Labor will be billed as actual hours charged to this project by Black & Veatch personnel and in accordance with the rates above.
2. Any other professionals not specifically identified above will be placed in the most appropriate category above based on function and experience.
3. Billing rates are valid for Calendar Year 2024 and 2025. If necessary, Engineer and Owner will negotiate rates in Calendar Year 2026 and beyond.

Insurance

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

G6.04 Insurance

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

1. By Engineer:

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

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

B. *Additional Insureds:*

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

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

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. ____ to Task Order ____

1. *Background Data:*

Effective Date of Owner-Engineer Agreement: _____

b. Owner: City of Stillwater

c. Engineer: _____

d. Project: _____

2. *Description of Modifications:*

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

[Insert description of additional scope]

b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:

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

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

[\$ insert change amount]

3. Agreement Summary (Reference only)

a. Original Agreement amount:	\$ _____
b. Net change for prior amendments:	<i>[\$ Insert]</i>
c. This amendment amount:	<i>[\$ Insert]</i>
d. Adjusted Agreement amount:	<i>[\$ Insert]</i>

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

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

OWNER:

ENGINEER:

Stillwater Utilities Authority

By: _____

By: _____

Title: Kimberly Meek, General Manager

Title: _____

Date Signed: _____

Date Signed: _____

EXHIBIT L
SUGGESTED FORM OF TASK ORDER

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

Task Order

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

1. Specific Project Data

A. Title: _____

B. Description: _____

C. Number of Construction Contracts

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

2. Services of Engineer

[Indicate scope of Service of Engineer]

3. Owner's Responsibilities

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

[Indicate additional Owner's Responsibilities]

4. Times for Rendering Services

[Indicate schedule of Services of Engineer]

5. Payments to Engineer

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

[Indicate itemized table of compensation]

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

6. Consultants:

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

7. Other Modifications to Agreement:

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

8. Attachments:

[Provide attachments, if applicable]

9. Documents Incorporated By Reference:

[Insert documents for reference, if applicable]

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

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

OWNER:

ENGINEER:

By: Stillwater Utilities Authority

By: _____

By: _____

By: _____

Name: Kimberly Meek

Name: _____

Title: General Manager

Title: _____

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

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: David Barth

Name: _____

Title: Water Engineering Manager

Title: _____

Address: PO Box 1449
Stillwater, OK 74076-1449

Address: _____

E-Mail Address: David.barth@stillwaterok.gov

E-Mail Address: _____

Phone: (405) 742-8261

Phone: _____

Fax: _____

Fax: _____

EXHIBIT L
SUGGESTED FORM OF TASK ORDER

This is Task Order No. <u> 1 </u> , consisting of <u> 3 </u> pages.
--

Task Order

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

1. Specific Project Data

A. Title: FY2025 Water Linear Projects

B. Description: The scope generally includes engineering services associated with drinking water pipe replacements for NE zone transmission main (Seadog), Airport Road/Airport Industrial Road & Wright Drive, and Sangre Road. This task order also includes the Chartering Meeting for multiple task orders.

C. Number of Construction Contracts

The quantity of construction contracts will be determined during project execution based on discussions with potential general contractors. The included documents are based upon two construction contracts.

2. Services of Engineer

A. Conduct chartering/kick-off meeting for multiple task orders.

B. Services will generally include preliminary design, detailed design and bidding for the following tasks as outlined in Attachment 1 – Scope.

i. NE Zone Transmission Main Replacement

ii. Airport Road/Airport Industrial Road and Wright Drive Water Line Replacement

iii. Sangre Road Water Line Replacement

3. Owner's Responsibilities

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

- Provide documentation of existing facilities including drawings, equipment data sheets or O&M manuals, etc. as needed for design.
- Coordinate access to City sites for confirmation of existing conditions and design coordination.

4. Times for Rendering Services

Design services are anticipated to be complete thirteen (13) months after notice to proceed. The following represent baseline milestones anticipated for this task order:

Roll Plots	February 2025
Draft Engineering Report	March 2025
65% Documents	April 2025
95% Documents	July 2025
Bidding Documents	August 2025
Notice of Award	October 2025

5. Payments to Engineer

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

<i>Sub Tasks</i>	<i>Amount</i>
<i>Chartering</i>	<i>\$64,648</i>
<i>NE Zone Transmission Main Replacement</i>	<i>\$632,238</i>
<i>Airport Road/Airport Industrial Road and Wright Drive Water Line Replacement</i>	<i>\$765,036</i>
<i>Sangre Road Water Line Replacement</i>	<i>\$386,745</i>
<i>Total</i>	<i>\$1,848,667</i>

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

6. Consultants:

See Fee Summary.

7. Other Modifications to Agreement:

None.

8. Attachments:

Attachment 1 – Task Order 1 Scope of Services, consisting of 15 pages.

Attachment 2 – Fee, consisting of 3 pages.

9. Documents Incorporated By Reference:

Master Services Agreement dated _____ between Owner and Engineer.

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

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

OWNER:

By: Stillwater Utilities Authority

By: _____

Name: Kimberly Meek

Title: General Manager

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: David Barth

Title: Water Engineering Manager

Address: PO Box 1449
Stillwater, OK 74076-1449

E-Mail David.barth@stillwaterok.gov
Address: _____

Phone: (405) 742-8261

Fax: _____

ENGINEER:

By: Black & Veatch Corporation

By: _____

Name: Derek Cambridge

Title: Vice President

Engineer License or Firm's 3314
Certificate No. _____
State of: Oklahoma

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: Lars Ostervold

Title: Project Director

Address: 2601Northwest Expy #505W,
Oklahoma City, OK 73112

E-Mail OstervoldJrLB@bv.com
Address: _____

Phone: (918) 845.0039

Fax: N/A

Scope of Services

This document includes engineering services for Task Order (TO) 1 – FY2025 Water Linear Projects.

Engineering services include preliminary design, engineering reports, design documents, and bidding services for.

The Scope of Work includes the following subtasks:

Subtask 1	Chartering
Subtask 2	NE Zone Transmission Main Replacement
Subtask 3	Airport Road/Airport Industrial Road and Wright Drive Water Line Replacement
Subtask 4	Sangre Road Water Line Replacement

The estimated level of effort for the services in this TO are based on a 13-month design duration. The Engineer shall provide Services as generally set forth in the master agreement and as outlined below:

1. Chartering

This subtask generally includes scope for the following items:

- Coordination and documentation for conducting a chartering meeting to establish project protocols and expectations.
- A. Chartering Preparation – Engineer will prepare for chartering meeting by conducting short interviews with standard questions with Owner’s key staff (up to 6 – 30 minute interviews). Owner’s staff may also submit written responses in lieu of a discussion/interview. Engineer will prepare options/examples of communications plans, financial reporting, digital reporting (dashboarding). Engineer will prepare agenda and preparation materials minimum of 3 days ahead of chartering meeting for Owner’s review.
- B. Chartering Meeting – Engineer will lead a meeting located at the Owner’s facilities to review project expectations and guidelines including communication, scheduling, decision making, future meetings, financial reporting. This meeting will set up expectations for the remainder of the task orders. Engineer anticipates 6 attendees (Project Manager, Deputy Project

Manager, Data Analyst, Facility Task Lead, Linear Task Lead and Right of Way Task Lead). Meeting is anticipated to be 4 hours in length.

- C. Chartering Memo – Prepare and submit a draft report outlining the proposed chartering plan for submittal to Owner for review and comment. Upon receipt of written comments, incorporate Owner comments and finalize the memo.

2. NE Zone Transmission Main Replacement

This subtask generally includes scope for the following items:

- Preliminary evaluation of NE Zone transmission main routes from the Water Treatment Plant (WTP) to Burris Road, selection of the route for the replacement main, and sizing of the replacement transmission main for future demands.
- Replacement of the NE Zone transmission main for the selected route.

A. Project Management

- i. General project management services, documentation, coordination of investigation (survey, geotechnical investigation, and utility locates) and property acquisition as generally outlined in the master agreement and as applicable.
- ii. Meetings and Workshops:
 - a. Meetings will be conducted virtually twice a month. One meeting will be between the Engineer program management team and the Owner. The second meeting will include any subconsultants as needed for design progression. Meeting minutes will be provided within 7 days following the meeting. Twenty-four (24) meetings are anticipated. Meetings shall be combined and coordinated with other task meetings.
 - b. Workshops will be conducted at major deliverables in person (Preliminary Route Evaluation Memo, roll plot, 65% and 95%). Workshops may be combined with other meetings pending overall program schedule. Four (4) workshops are anticipated.
 - c. Public meetings - Engineer shall lead up to two (2) public meetings related to the subtasks in this task order. Any direct communication with public and property owners as needed for the project will be on city letterhead.

B. Preliminary Design Phase

- i. Data Collection and Review – Obtain and review available record drawings, GIS data, and other pertinent information for the existing 24-inch Northeast Zone transmission main, other existing utilities (both City-owned and private), Highway 177, Turnpike, and other facilities or structures that could impact design. The Owner will provide available record drawings for City-owned utilities and GIS shape files for water, sewer, and stormwater systems.
- ii. Complete a preliminary evaluation of NE Zone transmission main routes from the WTP to Burris Road. Up to 3 routes will be identified for the replacement main. These routes will be compared and evaluated using criteria determined by the Engineer and Owner. The Engineer will prepare and submit a brief memorandum summarizing the results of the route evaluation along with exhibits (pdf format) and a kmz file to the Owner for review. A workshop will be held with the Owner under Subtask A.ii.b to review the results of the evaluation and agree on the selected route for the replacement. The Engineer will incorporate this memorandum and associated exhibits into the Technical Memorandum prepared for submittal with the Oklahoma Department of Environmental Quality (ODEQ) Construction Permit Application (see below).
- iii. Site Visits – A site visit will be conducted to review the three (3) routes for the NE Zone Transmission Main Replacement for one (1) day to verify existing conditions, identify potential conflicts, and assess constructability constraints. Photographs will be taken and observations from the site visit will be included in the Route Evaluation Memo.
- iv. Recommend the size of the replacement transmission main based on future demands. Once confirmed with the Owner, this will be the size used in the design of the NE Zone Transmission Main Replacement. This will be documented in the Basis of Design Technical Memorandum (see below).
- v. Survey – Shall be conducted for the selected NE Zone Transmission Main Replacement. Additional survey that may be required shall be added via amendment.
- vi. Geotech – Up to four (4) borings approximately 30 feet deep and two (2) borings approximately 15 feet deep and associated material testing shall be provided for the NE Zone Transmission Main Replacement. Additional geotechnical work that may be required pending results from the geotechnical investigation shall be added via amendment.
- vii. Utility locates – Shall be conducted for the NE Zone Transmission Main Replacement. Thirty (30) utility locates approximately 6 ft deep are anticipated in native soil. Additional utility locates that may be required pending discovery of additional utility

conflicts shall be added via amendment. Engineer will notify and coordinate with utilities requiring relocation.

- viii. Prepare and submit a roll plot showing the horizontal alignment and proposed permanent and temporary construction easements for the NE Zone Transmission Main Replacement (in pdf format). A kmz for the alignment will also be submitted. Profiles at critical crossings (if any) will also be provided with the roll plot. The roll plot will include the topographic survey and will show existing utilities, surface features, and other structures in the vicinity of the alignment. A workshop will be held with the Owner under Subtask A.ii.b to review the roll plot and establish the horizontal alignment and easements.
- ix. Right of Way (ROW) – Right of way/property acquisition discussions are included for up to twelve (12) properties to obtain permanent and temporary construction easements for the NE Zone Transmission Main Replacement.
- x. Prepare and Submit an Engineering Report for the NE Zone Transmission Main Replacement for submittal with the ODEQ Construction Permit Application (see below). The draft Technical Memorandum will be submitted to the Owner for review and comment. Upon receipt of written comments, incorporate Owner comments on the draft Technical Memorandum and finalize accordingly.
- xi. The following permitting is anticipated for this project:
 - a. ODEQ Construction Permit – Prepare and submit the ODEQ Construction Permit Application and supporting documents. This includes the basis of design technical memorandum, ODEQ Form No. 626-WER (Water Distribution Systems and Ground Water Wells Engineering Report Form), and sealed drawings and specifications.
 - b. National Environmental Policy Act (NEPA) – If necessary based on the selected route, perform a desktop analysis and preparation of an environmental impact document (EID) with an assumed finding of no impact. It is assumed no additional studies are requested from the approving agency. All items within this task order will be included in a single EID. A single one-day site visit is included. Engineer shall coordinate sending agency notification letters and coordinate responses required for issuance of a CATEX.
 - c. Oklahoma Department of Transportation (ODOT) – Assist with preparation and submittal of ODOT permit associated with the NE Zone Transmission Main Replacement if required based on selected route.

- d. Oklahoma Turnpike Authority (OTA) – Assist with preparation and submittal of OTA permit associated with the NE Zone Transmission Main Replacement if required based on selected route.
 - e. 404 Permit – Assumed none required for this subtask.
 - f. Federal Aviation Administration (FAA) – None required for this subtask.
 - g. City of Stillwater permits – Assumed none required for this subtask.
- C. Final Design Phase. (Combined with Subtasks 2 and 3)
- i. Prepare and submit design documents for the NE Zone Transmission Main Replacement for detailed design (65%, 95% and final bidding documents). Documents will be prepared as a single set of bidding documents for all scope of work in this task order. Documents may be broken into different volumes for ease of packaging and constructability. Drawings will be developed using AutoCAD Civil 3D.
 - ii. The 65% submittal will generally consist of the following:
 - a. General Drawings – The General drawings will include cover sheet, drawing index, legend and abbreviations, general construction notes, preliminary construction staging areas, temporary facilities, and site access designations.
 - b. Plan and Profile Drawings – The Plan and Profile drawings will include the horizontal alignment and easements established based on the review of the roll plot. The vertical alignment will be established and shown on the plan and profile drawings. Locations for trenchless construction will be identified and shown. Utility crossings and any required relocations will be identified and shown on the drawings. Engineer will notify and coordinate with utilities requiring relocation.
 - c. Typical Details – Compile and develop the typical details expected for the Project.
 - d. Technical Specifications – The 65% specification set will include markups to the standard technical specifications. Engineer will review and include applicable Owner front-end (Division 00 and Division 01) specifications.
 - iii. The 95% submittal will include the drawings from the 65% submittal (updated based on comments from the 65% review workshop) plus any project specific details.
 - iv. OPCC will be provided at each deliverable to AACE Class 3 for 65% design documents and Class 2 for 95% design documents.

- v. 65% and 95% Documents will be reviewed during a workshop located at Owner's facilities (see Subtask A.ii.b).
- vi. Engineer will prepare and submit documents on behalf of the Owner as required for ODEQ review and coordination as an Agency Review submittal. This will include applicable updates from the 95% review workshop and comments provided by the Owner.
- vii. Engineer will prepare and submit a sealed 100% (final) Contract Documents to issue for bids that will include applicable updates from the Agency Review Submittal.

D. Bidding. (Combined with Subtasks 2 and 3)

- i. Prequalification of contractors and bidding services will be provided.
- ii. Up to three (3) addendums are anticipated for addressing bidding questions.
- iii. One (1) in person pre-qualification meeting and one (1) in person pre-bid meeting is anticipated.

E. Construction and Post-Construction Phases. To be provided via amendment.

3. Airport Road/Airport Industrial Road and Wright Drive Water Line Replacement

This subtask generally includes scope for the following items:

- Replacement of the existing 12-inch water line along Airport Road from North Washington Street to Airport Industrial Road and south along Airport Industrial Road to Lakeview Road.
- Replacement of the existing 6-inch water line from Airport Road northeast up Wright Drive, east to Land Run Drive, and south along Land Run Drive to Airport Road.

A. Project Management

- i. General project management services, documentation, coordination of investigation (survey, geotechnical investigation, and utility locates) and property acquisition as generally outlined in the master agreement and as applicable.
- ii. Meetings and Workshops:
 - a. Meetings will be conducted virtually twice a month. One meeting will be between the Engineer program management team and the Owner. The second meeting will include any subconsultants as needed for design progression. Meeting minutes will be provided within 7 days following the meeting. Twenty-four (24) meetings

are anticipated. Meetings shall be combined and coordinated with other subtasks and task meetings.

- b. Workshops will be conducted at major deliverables in person (roll plot, 65% and 95%). Workshops will be combined with Subtask 1. Three (3) workshops are anticipated.
- c. Public meetings - Engineer shall lead up to two (2) public meetings related to the subtasks in this task order. Any direct communication with public and property owners as needed for the project will be on city letterhead. Public meetings will be combined with Subtask 1.

B. Preliminary Design Phase

- i. Data Collection and Review – Obtain and review available record drawings, GIS data, and other pertinent information for the existing 12-inch and 6-inch water lines, other existing utilities (both City-owned and private), the Terminal road and access road, and other facilities or structures that could impact design. The Owner will provide available record drawings for City-owned utilities, the Terminal road and access road, and GIS shape files for water, sewer, and stormwater systems.
- ii. Site Visits – A site visit will be conducted to review the Airport Road/Airport Industrial Road and Wright Drive Water Line Replacement alignment for one (1) day to verify existing conditions, identify potential conflicts, and assess constructability constraints. Photographs will be taken and observations from the site visit will be included in the Basis of Design Technical Memorandum (see below).
- iii. Survey – Shall be conducted for the selected Airport Road/Airport Industrial Road and Wright Drive Water Line Replacement. Additional survey that may be required shall be added via amendment.
- iv. Geotech – Up to eleven (11) borings approximately 15 feet deep and associated material testing shall be provided for the Airport Road/Airport Industrial Road and Wright Drive Water Line Replacement. Additional geotechnical work that may be required pending results from the geotechnical investigation shall be added via amendment.
- v. Utility locates – Shall be conducted for the Airport Road/Airport Industrial Road and Wright Drive Water Line Replacement. The following utility locates are anticipated in addition to electronic utility locate (Level B):
 - a. Land Run: Twenty (20) approximately 6 ft deep in native soil.

- b. Wright Dr: Twenty (20) approximately 6 ft deep in native soil.
- c. Airport Industrial Access Rd: Seventy-five (75) approximately 6 ft deep in native soil.

Additional utility locates that may be required pending discovery of additional utility conflicts shall be added via amendment. Engineer shall identify utility conflicts and when necessary coordinate with the Utility to provide adequate time for relocating.

- vi. Prepare and submit a roll plot showing the horizontal alignment and proposed permanent and temporary construction easements for the Airport Road/Airport Industrial Road and Wright Drive Water Line Replacement (in pdf format). A kmz for the alignment will also be submitted. Profiles at critical crossings (if any) will also be provided with the roll plot. The roll plot will include the topographic survey and will show existing utilities, surface features, and other structures in the vicinity of the alignment. A workshop will be held with the Owner under Subtask A.ii.b to review the roll plot and establish the horizontal alignment and easements.
- vii. Right of Way (ROW) – Right of way/property acquisition discussions are included for up to thirty (30) properties to obtain permanent and temporary construction easements for the Airport Road/Airport Industrial Road and Wright Drive Water Line Replacement.
- viii. Prepare and Submit an Engineering Report for the Airport Road/Airport Industrial Road and Wright Drive Water Line Replacement for submittal with the ODEQ Construction Permit Application (see below). The draft Technical Memorandum will be submitted to the Owner for review and comment. Upon receipt of written comments, incorporate Owner comments on the draft Technical Memorandum and finalize accordingly.
- ix. The following permitting is anticipated for this project:
 - a. ODEQ Construction Permit – Prepare and submit the ODEQ Construction Permit Application and supporting documents. This includes the basis of design technical memorandum, ODEQ Form No. 626-WER (Water Distribution Systems and Ground Water Wells Engineering Report Form), and sealed drawings and specifications.
 - b. National Environmental Policy Act (NEPA) – Assumed none required for this subtask. Engineer shall coordinate sending cross cutter agency notification letters and coordinate responses required for issuance of a CATEX.

- c. Oklahoma Department of Transportation (ODOT) – None required for this subtask.
 - d. Oklahoma Turnpike Authority (OTA) – None required for this subtask.
 - e. 404 Permit – Assumed none required for this subtask.
 - f. Federal Aviation Administration (FAA) – Determine requirements for work around the Stillwater Regional Airport and incorporate into design. It is assumed no FAA permit will be required.
 - g. City of Stillwater permits – Assumed none required for this subtask.
- C. Final Design Phase. (Combined with Subtasks 2 and 3)
- i. Prepare and submit design documents for the Airport Road/Airport Industrial Road and Wright Drive Water Line Replacement for detailed design (65%, 95% and final bidding documents). Documents will be prepared as a single set of bidding documents for all scope of work in this task order. Documents may be broken into different volumes for ease of packaging and constructability. Drawings will be developed using AutoCAD Civil 3D.
 - ii. The 65% submittal will generally consist of the following:
 - a. General Drawings – The General drawings will include cover sheet, drawing index, legend and abbreviations, general construction notes, preliminary construction staging areas, temporary facilities, and site access designations.
 - b. Plan and Profile Drawings – The Plan and Profile drawings will include the horizontal alignment and easements established based on the review of the roll plot. The vertical alignment will be established and shown on the plan and profile drawings. Locations for trenchless construction will be identified and shown. Utility crossings and any required relocations will be identified and shown on the drawings. Engineer will notify and coordinate with utilities requiring relocation.
 - c. Typical Details – Compile and develop the typical details expected for the Project.
 - d. Technical Specifications – The 65% specification set will include markups to the standard technical specifications. Engineer will review and include applicable Owner front-end (Division 00 and Division 01) specifications.
 - iii. The 95% submittal will include the drawings from the 65% submittal (updated based on comments from the 65% review workshop) plus any project specific details.

- iv. OPCC will be provided at each deliverable to AACE Class 3 for 65% design documents and Class 2 for 95% design documents.
- v. 65% and 95% Documents will be reviewed during a workshop located at Owner's facilities (see Subtask A.ii.b).
- vi. Engineer will prepare and submit documents on behalf of the Owner as required for ODEQ review and coordination as an Agency Review submittal. This will include applicable updates from the 95% review workshop and comments provided by the Owner.
- vii. Engineer will prepare and submit a sealed 100% (final) Contract Documents to issue for bids that will include applicable updates from the Agency Review Submittal.

D. Bidding.

- i. Prequalification of contractors and bidding services will be provided.
- ii. Up to three (3) addendums are anticipated for addressing bidding questions.
- iii. One (1) in person pre-qualification meeting and one (1) in person pre-bid meeting is anticipated.

E. Construction and Post-Construction Phases. To be provided via amendment.

4. Sangre Road Water Line Replacement

This subtask generally includes scope for the following items:

- Replacement of the existing 16-inch water line along Sangre Road from the Bruce property to the north approximately 1,250 feet (2823 S. Sangre Rd).
- Replacement of the existing 16-inch water line along Sangre Road from 32nd Avenue south approximately 2,600 feet.

A. Project Management

- i. General project management services, documentation, coordination of investigation (survey, geotechnical investigation, and utility locates) and property acquisition as generally outlined in the master agreement and as applicable.

ii. Meetings and Workshops:

- a. Meetings will be conducted virtually twice a month. One meeting will be between the Engineer program management team and the Owner. The second meeting will include any subconsultants as needed for design progression. Meeting minutes will be provided within 7 days following the meeting. Twenty-four (24) meetings are anticipated. Meetings shall be combined and coordinated with other subtasks and task meetings.
- b. Workshops will be conducted at major deliverables in person (roll plot, 65% and 95%). Workshops will be combined with Subtask 1. Three (3) workshops are anticipated.
- c. Public meetings - Engineer shall lead up to two (2) public meetings related to the subtasks in this task order. Any direct communication with public and property owners as needed for the project will be on city letterhead. Public meetings will be combined with Subtask 1.

B. Preliminary Design Phase

- i. Data Collection and Review – Obtain and review available record drawings, GIS data, and other pertinent information for the existing 16-inch water lines, other existing utilities (both City-owned and private), and other facilities or structures that could impact design. The Owner will provide available record drawings for City-owned utilities and GIS shape files for water, sewer, and stormwater systems.
- ii. Site Visits – A site visit will be conducted to review the Sangre Road Water Line Replacement alignment for one (1) day to verify existing conditions, identify potential conflicts, and assess constructability constraints. Photographs will be taken and observations from the site visit will be included in the Basis of Design Technical Memorandum (see below).
- iii. The replacement water line size can be reduced from 16-inch diameter. Coordinate with the Owner to determine the required size based on the Owner's hydraulic model.
- iv. Evaluate up to three (3) alternatives for the replacement of the 16-inch water line south of 32nd Avenue, include rehabilitation and horizontal directional drilling. Discuss alternatives with the Owner and provide a recommendation. This evaluation will be summarized in the Basis of Design Technical Memorandum (see below).
- v. Survey – Shall be conducted for the selected Sangre Road Water Line Replacement. Additional survey that may be required shall be added via amendment.

- vi. Geotech – Up to five (5) borings approximately 30 feet deep and associated material testing shall be provided for the Sangre Road Water Line Replacement. Additional geotechnical work that may be required pending results from the geotechnical investigation shall be added via amendment.
- vii. Utility locates – Shall be conducted for the Sangre Road Water Line Replacement. Sixty (60) utility locates approximately 6 ft deep are anticipated in native soil. Additional utility locates that may be required pending discovery of additional utility conflicts shall be added via amendment. Engineer shall identify utility conflicts and when necessary coordinate with the Utility to provide adequate time for relocating.
- viii. Prepare and submit a roll plot showing the horizontal alignment and proposed permanent and temporary construction easements for the Sangre Road Water Line Replacement (in pdf format). A kmz for the alignment will also be submitted. Profiles at critical crossings (if any) will also be provided with the roll plot. The roll plot will include the topographic survey and will show existing utilities, surface features, and other structures in the vicinity of the alignment. A workshop will be held with the Owner under Subtask A.ii.b to review the roll plot and establish the horizontal alignment and easements.
- ix. Right of Way (ROW) – Right of way/property acquisition discussions are included for up to six (6) properties to obtain permanent and temporary construction easements for the Sangre Road Water Line Replacement.
- x. Prepare and Submit an Engineering Report for the Sangre Road Water Line Replacement for submittal with the ODEQ Construction Permit Application (see below). The draft Technical Memorandum will be submitted to the Owner for review and comment. Upon receipt of written comments, incorporate Owner comments on the draft Technical Memorandum and finalize accordingly.
- xi. The following permitting is anticipated for this project:
 - a. ODEQ Construction Permit – Prepare and submit the ODEQ Construction Permit Application and supporting documents. This includes the basis of design technical memorandum, ODEQ Form No. 626-WER (Water Distribution Systems and Ground Water Wells Engineering Report Form), and sealed drawings and specifications.
 - b. National Environmental Policy Act (NEPA) – Assumed none required for this subtask. Engineer shall coordinate sending cross cutter agency notification letters and coordinate responses required for issuance of a CATEX.

- c. Oklahoma Department of Transportation (ODOT) – None required for this subtask.
 - d. Oklahoma Turnpike Authority (OTA) – None required for this subtask.
 - e. 404 Permit – Assumed none required for this subtask.
 - f. Federal Aviation Administration (FAA) – None required for this subtask.
 - g. City of Stillwater permits – Assumed none required for this subtask.
- C. Final Design Phase. (Combined with Subtasks 2 and 3)
- i. Prepare and submit design documents for the Sangre Road Water Line Replacement for detailed design (65%, 95% and final bidding documents). Documents will be prepared as a single set of bidding documents for all scope of work in this task order. Documents may be broken into different volumes for ease of packaging and constructability. Drawings will be developed using AutoCAD Civil 3D.
 - ii. The 65% submittal will generally consist of the following:
 - a. General Drawings – The General drawings will include cover sheet, drawing index, legend and abbreviations, general construction notes, preliminary construction staging areas, temporary facilities, and site access designations.
 - b. Plan and Profile Drawings – The Plan and Profile drawings will include the horizontal alignment and easements established based on the review of the roll plot. The vertical alignment will be established and shown on the plan and profile drawings. Locations for trenchless construction will be identified and shown. Utility crossings and any required relocations will be identified and shown on the drawings. Engineer will notify and coordinate with utilities requiring relocation.
 - c. Typical Details – Compile and develop the typical details expected for the Project.
 - d. Technical Specifications – The 65% specification set will include markups to the standard technical specifications. Engineer will review and include applicable Owner front-end (Division 00 and Division 01) specifications.
 - iii. The 95% submittal will include the drawings from the 65% submittal (updated based on comments from the 65% review workshop) plus any project specific details.
 - iv. OPCC will be provided at each deliverable to AACE Class 3 for 65% design documents and Class 2 for 95% design documents.

- v. 65% and 95% Documents will be reviewed during a workshop located at Owner's facilities (see Subtask A.ii.b).
- vi. Engineer will prepare and submit documents on behalf of the Owner as required for ODEQ review and coordination as an Agency Review submittal. This will include applicable updates from the 95% review workshop and comments provided by the Owner.
- vii. Engineer will prepare and submit a sealed 100% (final) Contract Documents to issue for bids that will include applicable updates from the Agency Review Submittal.

D. Bidding.

- i. Prequalification of contractors and bidding services will be provided.
- ii. Up to three (3) addendums are anticipated for addressing bidding questions.
- iii. One (1) in person pre-qualification meeting and one (1) in person pre-bid meeting is anticipated.

E. Construction and Post-Construction Phases. To be provided via amendment.

5. Additional Services

- A. If authorized in writing by Owner, Engineer will furnish or obtain from others Additional Services of the type listed below.
 - i. Construction and post construction phase services.
 - ii. Additional modeling, surveying, geotechnical or utility locates beyond what has been identified above.

6. Project Assumptions, Clarifications, and Exceptions

- A. Project will be done as a design/bid/build with one design/construction package.
- B. The design will be based on the applicable codes and standards as adopted by the OWNER and applicable Authorities Having Jurisdiction (AHJ) at the time of the 60% design review submittal. Applicable codes and standards will apply only to new buildings, structures and associated facilities, as well as expansions and major modifications to existing buildings and structures. Existing buildings, structures, and facilities not significantly impacted by the Project shall not be subject to revised codes or standards compliance.

- C. Engineer shall be entitled to use and reasonably rely upon information and services provided by the Owner or others in performing Engineer's services hereunder.
- D. In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, Engineer has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way County's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, Engineer makes no warranty that County's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from Engineer's opinions, analyses, projections, or estimates and Engineer will not be liable to and/or indemnify County and/or any third party related to any inconsistencies between Engineer's projections and estimates and actual costs and/or quantities realized by County and/or any third party in the future, except to the extent such inconsistencies are caused by Engineer's negligent performance hereunder.
- E. Project Deliverables. Engineer will produce and submit draft and final reports/memoranda, drawings, and specifications in electronic format for review by the Owner throughout the design phase of the Project, as identified herein. Electronic copies of the various deliverables will generally be provided in PDF format, with some documents in native file format as appropriate (i.e. MS Word, MS Excel, etc.). Owner shall agree to review draft Project deliverables and provide comments to Engineer in a timely fashion (typically within two weeks of submittal). To the greatest extent possible, review of draft deliverables in a collaborative workshop setting to obtain comments from Owner will be pursued to reduce overall review time and streamline the Project schedule.
- F. The services to be performed by Engineer are intended solely for the benefit of the Owner. No person or entity not a signatory to this Services Authorization shall be entitled to rely on Engineer 's performance of its services hereunder, and no right to assert a claim against Engineer by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Services Authorization or the performance of Engineer 's services hereunder.

		Staffing Summary															
Client Position		Principal	Project Manager	Deputy Project Manager	Project Assistant	Project Controls/Accountant/Biller	Project Controls/Accountant/Biller	Project Controls/Accountant/Biller	Engineering Manager	Senior Planning Designer	Planning Designer	Sr. Permitting	Permitting	Technical Expert/Advisor	Senior Technical Expert/Advisor	Senior Technical Expert/Advisor	Resident Project Representative
Discipline		PM&S - Project Management	PM&S - Project Management	PM&S - Project Management	PM&S - Project Admin Support	PM&S - Project Controls	PM&S - Project Accounting	PM&S - Project Billing	EDS - Design/Engineering Management	EDS - Specialized Solutions	EDS - Specialized Solutions	EDS - Environmental & Land Services	EDS - Environmental & Land Services	Consulting Consulting Management	EDS - Civil	EDS - Civil	Construction Field Consultants
Sub-Discipline		PM - PD/CD	PM - PD/CD	PM - PM	Admin - Gen	PJC - General	Accounting - General	Billing - General	Water/Wastewater	Spec Sol - Planning	Spec Sol - Planning	Land Serv - Permitting	Land Serv - Permitting	Consult Mgt - Gen	Civil - Treatment Facilities	Civil - Geotechnical	Fld Supt - Mechanical
Additional Information																	
HOURS\COST TOTALS IN USD \$:		22	280	304	21	24	24	24	26	22	10	15	63	14	96	39	30
BILLING RATE IN USD \$\MARKUP:		390.00	364.00	270.00	84.00	164.00	164.00	164.00	172.00	291.00	212.00	240.00	150.00	318.00	355.00	355.00	228.00
CONTRACT TOTALS IN USD \$:		8,580.00	101,920.00	82,080.00	1,764.00	3,936.00	3,936.00	3,936.00	4,472.00	6,402.00	2,120.00	3,600.00	9,450.00	4,452.00	34,080.00	13,845.00	6,840.00
Task	Description																
Task 1	Task 1 Chartering																
1/.01	1.A-C. - Chartering	4	42	42					26	22	10			14			
	Task 1 Subtotals	4	42	42					26	22	10			14			
Task 2	Task 2 NE Zone Transmission Main Replacement																
2/.01	2.A. - Project Management	6	59	67		8	8	8									
2/.02	2.B.- Preliminary Design																
2/.03	2.B.1. - Data Collection and Review																
2/.04	2.B.ii.- Preliminary Route Evaluation		10	10													
2/.05	2.B.iii.- Site Visits																
2/.06	2.B.iv. - Transmission Main Sizing																
2/.07	2.B.v. - Survey																
2/.08	2.B.vi. - Geotech															13	
2/.09	2.B.vii - Utility Locates																
2/.10	2.B.viii. - Roll Plot														5		5
2/.11	2.B.ix. - Right of Way																
2/.12	2.B.x. - Engineering Report		4	4											9		
2/.13	2.B.xi. - Permits		5	5	7							5	21				
2/.14	2.C. - Final Design																
2/.15	2.C.ii. - 65% Design		4	4											9		5
2/.16	2.C.iii. - 95% design		4	4											9		
2/.17	2.C.vii. - Final Design																
2/.18	2.D. - Bidding																
2/.19	2.E. - Construction and Post-Construction Phase (NA)																
	Task 2 Subtotals	6	86	94	7	8	8	8	0	0	0	5	21	0	32	13	10
Task 3	Task 3 Airport Road/Airport Industrial Road & Wright Drive Water Line Replacement																
3/.01	3.A. - Project Management	6	59	67		8	8	8									
3/.02	3.B. - Preliminary Design																
3/.03	3.B.i. - Data Collection and Review																
3/.04	3.B.ii. - Site Visits																
3/.05	3.B.iii. - Survey																
3/.06	3.B.iv. - Geotech															13	
3/.07	3.B.v - Utility Locates																
3/.08	3.B.vi. - Roll Plot														5		5
3/.09	3.B.vii. - Right of Way																
3/.10	3.B.viii. - Engineering Report		4	4											9		
3/.11	3.B.ix. - Permits		5	5	7							5	21				
3/.12	3.C. - Final Design																
3/.13	3.C.ii. - 65% Design		4	4											9		5
3/.14	3.C.iii. - 95% design		4	4											9		
3/.15	3.C.vii. - Final Design																
3/.16	3.D. - Bidding																
3/.17	3.E. - Construction and Post-Construction Phase (NA)																
	Task 3 Subtotals	6	76	84	7	8	8	8	0	0	0	5	21	0	32	13	10
Task 4	Task 4 Sangre Road																
4/.01	4.A. - Project Management	6	59	67		8	8	8									
4/.02	4.B. - Preliminary Design																
4/.03	4.B.i. - Data Collection and Review																
4/.04	4.B.ii. - Site Visits																
4/.05	4.B.iii. - Sangre Rd Water Main Sizing																
4/.06	4.B.iv. - Replacement Alternatives Evaluation																
4/.07	4.B.v. - Survey																
4/.08	4.B.vi. - Geotech															13	
4/.09	4.B.vii - Utility Locates																
4/.10	4.B.viii. - Roll Plot														5		5
4/.11	4.B.ix. - Right of Way																
4/.12	4.B.x. - Engineering Report		4	4											9		
4/.13	4.B.xi. - Permits		5	5	7							5	21				
4/.14	4.C. - Final Design																
4/.15	4.C.ii. - 65% Design		4	4											9		5
4/.16	4.C.iii. - 95% design		4	4											9		
4/.17	4.C.vii. - Final Design																
4/.18	4.D. - Bidding																
4/.19	4.E. - Construction and Post-Construction Phase (NA)																
	Task 4 Subtotals	6	76	84	7	8	8	8	0	0	0	5	21	0	32	13	10

							Hours	Labor	Subcontract Summary						Subcontracts	Travel Expenses		
Client Position		Senior I&C/Electrical/Mechanical/Structural EDS	Technical Expert/Advisor	Senior I&C/Electrical/Mechanical/Structural EDS	Senior I&C/Electrical/Mechanical/Structural EDS	BIM/CAD Coordinator			Carollo	Meshek & Associates	RJN Group	Encompass	Sidewinder	Terracon				
Discipline		Structural/Architectural	EDS - Mechanical	EDS - Electrical	Instrumentation & Controls	Design & Data Solutions												
Sub-Discipline		Struct/Arch - Structural	Mech - Piping - Materials	Low/Medium Voltage	Instrumentation, Controls and	VDDS - Design Coord												
Additional Information																		
HOURS\COST TOTALS IN USD \$:		42	69	42	42	240	1449		506,910.00	239,600.00	299,770.00	248,120.00	82,230.00	65,800.00	1442430			
BILLING RATE IN USD \$\MARKUP:		226.00	318.00	226.00	226.00	234.00			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%				
CONTRACT TOTALS IN USD \$:		9,492.00	21,942.00	9,492.00	9,492.00	56,160.00		397991.00	506,910.00	239,600.00	299,770.00	248,120.00	82,230.00	65,800.00	1,442,430.00	8,246.00		
Task	Description																	
Task 1	Task 1 Chartering																	
1/01	1.A-C. - Chartering						160	45634.00	10000	4800					14800.00	4214.00		
Task 1 Subtotals							160	45634.00	10000.00	4800.00					14800.00	4214.00		
Task 2	Task 2 NE Zone Transmission Main Replacement																	
2/01	2.A. - Project Management						156	45842.00	69880						69880.00	0.00		
2/02	2.B.- Preliminary Design						0	0.00										
2/03	2.B.1. - Data Collection and Review						0	0.00	9600						9600.00	0.00		
2/04	2.B.ii.- Preliminary Route Evaluation						20	6340.00	11360						11360.00	1008.00		
2/05	2.B.iii.- Site Visits						0	0.00	5880						5880.00	0.00		
2/06	2.B.iv. - Transmission Main Sizing						0	0.00	2440						2440.00	0.00		
2/07	2.B.v. - Survey						0	0.00	69000							69000.00	0.00	
2/08	2.B.vi. - Geotech						13	4615.00								65800.00	0.00	
2/09	2.B.vii - Utility Locates						0	0.00							10680	65800	10680.00	0.00
2/10	2.B.viii. - Roll Plot						21	5489.00	14840						14840.00	0.00		
2/11	2.B.ix. - Right of Way						0	0.00							63107	63107.00	0.00	
2/12	2.B.x. - Engineering Report	5	9	5	5	17	58	15961.00	12000						12000.00	1008.00		
2/13	2.B.xi. - Permits						43	8108.00	7920						7920.00	0.00		
2/14	2.C. - Final Design						0	0.00										
2/15	2.C.ii. - 65% Design	9	9	9	9	17	75	19813.00	58410						58410.00	1008.00		
2/16	2.C.iii. - 95% design						39	11299.00	63090						63090.00	1008.00		
2/17	2.C.vii. - Final Design						18	4212.00	8880						8880.00	0.00		
2/18	2.D. - Bidding						0	0.00	33640						33640.00	0.00		
2/19	2.E. - Construction and Post-Construction Phase (NA)						0	0.00								0.00	0.00	
Task 2 Subtotals		14	23	14	14	80	443	121679.00	297940.00	69000.00	63107.00		10680.00	65800.00	506527.00	4032.00		
Task 3	Task 3 Airport Road/Airport Industrial Road & Wright Drive Water Lin																	
3/01	3.A. - Project Management						156	45842.00	15300	30420					45720.00	0.00		
3/02	3.B. - Preliminary Design						0	0.00										
3/03	3.B.i. - Data Collection and Review						0	0.00	2560						2560.00	0.00		
3/04	3.B.ii. - Site Visits						0	0.00	2560						2560.00	0.00		
3/05	3.B.iii. - Survey						0	0.00	119850							119850.00	0.00	
3/06	3.B.iv. - Geotech						13	4615.00								0.00	0.00	
3/07	3.B.v - Utility Locates						0	0.00							50190	50190.00	0.00	
3/08	3.B.vi. - Roll Plot						21	5489.00	5120	28000					33120.00	0.00		
3/09	3.B.vii. - Right of Way						0	0.00							144107	144107.00	0.00	
3/10	3.B.viii. - Engineering Report	5	9	5	5	17	58	15961.00	2560	61130					63690.00	0.00		
3/11	3.B.ix. - Permits						43	8108.00	1280						1280.00	0.00		
3/12	3.C. - Final Design						0	0.00										
3/13	3.C.ii. - 65% Design	9	9	9	9	17	75	19813.00	2560	58000					60560.00	0.00		
3/14	3.C.iii. - 95% design						39	11299.00	3200	58000					61200.00	0.00		
3/15	3.C.vii. - Final Design						18	4212.00	640	55040					55680.00	0.00		
3/16	3.D. - Bidding						0	0.00	9180							9180.00	0.00	
3/17	3.E. - Construction and Post-Construction Phase (NA)						0	0.00								0.00	0.00	
Task 3 Subtotals		14	23	14	14	80	423	115339.00	35780.00	119850.00	299770.00	144107.00	50190.00		649697.00	0.00		
Task 4	Task 4 Sangre Road																	
4/01	4.A. - Project Management						156	45842.00	37520						37520.00	0.00		
4/02	4.B. - Preliminary Design						0	0.00										
4/03	4.B.i. - Data Collection and Review						0	0.00	10960						10960.00	0.00		
4/04	4.B.ii. - Site Visits						0	0.00	5880						5880.00	0.00		
4/05	4.B.iii. - Sangre Rd Water Main Sizing						0	0.00	2440						2440.00	0.00		
4/06	4.B.iv. - Replacement Alternatives Evaluation						0	0.00	7840						7840.00	0.00		
4/07	4.B.v. - Survey						0	0.00	50750							50750.00	0.00	
4/08	4.B.vi. - Geotech						13	4615.00								0.00	0.00	
4/09	4.B.vii - Utility Locates						0	0.00							21360	21360.00	0.00	
4/10	4.B.viii. - Roll Plot						21	5489.00	9100						9100.00	0.00		
4/11	4.B.ix. - Right of Way						0	0.00							36106	36106.00	0.00	
4/12	4.B.x. - Engineering Report	5	9	5	5	17	58	15961.00	9300						9300.00	0.00		
4/13	4.B.xi. - Permits						43	8108.00	4240						4240.00	0.00		
4/14	4.C. - Final Design						0	0.00										
4/15	4.C.ii. - 65% Design	9	9	9	9	17	75	19813.00	32760						32760.00	0.00		
4/16	4.C.iii. - 95% design						39	11299.00	35290						35290.00	0.00		
4/17	4.C.vii. - Final Design						18	4212.00	5300						5300.00	0.00		
4/18	4.D. - Bidding						0	0.00	2560						2560.00	0.00		
4/19	4.E. - Construction and Post-Construction Phase (NA)						0	0.00								0.00	0.00	
Task 4 Subtotals		14	23	14	14	80	423	115339.00	163190.00	50750.00	36106.00		21360.00		271406.00	0.00		

		Field/Misc Expenses	Project Total
	Client Position		
	Discipline		
	Sub-Discipline		
	Additional Information		
HOURS\COST TOTALS IN USD \$:			
BILLING RATE IN USD \$\MARKUP:			
CONTRACT TOTALS IN USD \$:		0.00	1,848,667.00
Task	Description		
Task 1	Task 1 Chartering	0.00	
1/.01	1.A.C. - Chartering	0.00	64648.00
	Task 1 Subtotals	0.00	64648.00
Task 2	Task 2 NE Zone Transmission Main Replacement	0.00	
2/.01	2.A. - Project Management	0.00	115722.00
2/.02	2.B.- Preliminary Design	0.00	
2/.03	2.B.1. - Data Collection and Review	0.00	9600.00
2/.04	2.B.ii.- Preliminary Route Evaluation	0.00	18708.00
2/.05	2.B.iii.- Site Visits	0.00	5880.00
2/.06	2.B.iv. - Transmission Main Sizing	0.00	2440.00
2/.07	2.B.v. - Survey	0.00	69000.00
2/.08	2.B.vi. - Geotech	0.00	70415.00
2/.09	2.B.vii - Utility Locates	0.00	10680.00
2/.10	2.B.viii. - Roll Plot	0.00	20329.00
2/.11	2.B.ix. - Right of Way	0.00	63107.00
2/.12	2.B.x. - Engineering Report	0.00	28969.00
2/.13	2.B.xi. - Permits	0.00	16028.00
2/.14	2.C. - Final Design	0.00	
2/.15	2.C.ii. - 65% Design	0.00	79231.00
2/.16	2.C.iii. - 95% design	0.00	75397.00
2/.17	2.C.vii. - Final Design	0.00	13092.00
2/.18	2.D. - Bidding	0.00	33640.00
2/.19	2.E. - Construction and Post-Construction Phase (NA)	0.00	0.00
	Task 2 Subtotals	0.00	632238.00
Task 3	Task 3 Airport Road/Airport Industrial Road & Wright Drive Water Lin	0.00	
3/.01	3.A. - Project Management	0.00	91562.00
3/.02	3.B. - Preliminary Design	0.00	
3/.03	3.B.i. - Data Collection and Review	0.00	2560.00
3/.04	3.B.ii. - Site Visits	0.00	2560.00
3/.05	3.B.iii. - Survey	0.00	119850.00
3/.06	3.B.iv. - Geotech	0.00	4615.00
3/.07	3.B.v - Utility Locates	0.00	50190.00
3/.08	3.B.vi. - Roll Plot	0.00	38609.00
3/.09	3.B.vii. - Right of Way	0.00	144107.00
3/.10	3.B.viii. - Engineering Report	0.00	79651.00
3/.11	3.B.ix. - Permits	0.00	9388.00
3/.12	3.C. - Final Design	0.00	
3/.13	3.C.ii. - 65% Design	0.00	80373.00
3/.14	3.C.iii. - 95% design	0.00	72499.00
3/.15	3.C.vii. - Final Design	0.00	59892.00
3/.16	3.D. - Bidding	0.00	9180.00
3/.17	3.E. - Construction and Post-Construction Phase (NA)	0.00	0.00
	Task 3 Subtotals	0.00	765036.00
Task 4	Task 4 Sangre Road	0.00	
4/.01	4.A. - Project Management	0.00	83362.00
4/.02	4.B. - Preliminary Design	0.00	
4/.03	4.B.i. - Data Collection and Review	0.00	10960.00
4/.04	4.B.ii. - Site Visits	0.00	5880.00
4/.05	4.B.iii. - Sangre Rd Water Main Sizing	0.00	2440.00
4/.06	4.B.iv. - Replacement Alternatives Evaluation	0.00	7840.00
4/.07	4.B.v. - Survey	0.00	50750.00
4/.08	4.B.vi. - Geotech	0.00	4615.00
4/.09	4.B.vii - Utility Locates	0.00	21360.00
4/.10	4.B.viii. - Roll Plot	0.00	14589.00
4/.11	4.B.ix. - Right of Way	0.00	36106.00
4/.12	4.B.x. - Engineering Report	0.00	25261.00
4/.13	4.B.xi. - Permits	0.00	12348.00
4/.14	4.C. - Final Design	0.00	
4/.15	4.C.ii. - 65% Design	0.00	52573.00
4/.16	4.C.iii. - 95% design	0.00	46589.00
4/.17	4.C.vii. - Final Design	0.00	9512.00
4/.18	4.D. - Bidding	0.00	2560.00
4/.19	4.E. - Construction and Post-Construction Phase (NA)	0.00	0.00
	Task 4 Subtotals	0.00	386745.00

EXHIBIT L
SUGGESTED FORM OF TASK ORDER

This is Task Order No. 2, consisting of
3 pages.

Task Order

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

1. Specific Project Data

A. Title: FY2025 Water & Wastewater Facilities Projects

B. Description: The scope generally includes engineering services associated with drinking water storage tank rehabilitation, NE pressure zone storage conversion, solids contact units (SCU) equipment replacement at the Water Treatment Plant and modification/replacement of two lift stations (Quail Ridge and Woodland Trails).

C. Number of Construction Contracts

The quantity of construction contracts will be determined during project execution based on discussions with potential general contractors. The included documents are based upon two construction contracts.

2. Services of Engineer

A. Services will generally include preliminary design, detailed design and bidding for the following tasks as outlined in Attachment 1 – Scope.

- i. Tank Rehabilitation
- ii. Northeast (NE) Pressure Zone Conversion
- iii. Solids Contact Unit (SCU) Equipment Replacement
- iv. Quail Ridge Lift Station (LS)
- v. Woodland Trails LS

3. Owner's Responsibilities

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

- Provide documentation of existing facilities including drawings, equipment data sheets or O&M manuals, etc. as needed for design if available.
- Coordinate access to City sites for confirmation of existing conditions and design coordination.

4. Times for Rendering Services

Design services are anticipated to be complete twelve (12) months after notice to proceed. The following represent baseline milestones anticipated for this task order:

Draft Engineering Report (35% documents)	December 2024
65% Documents	April 2025
95% Documents	July 2025
Bidding Documents	July 2025
Notice of Award	September 2025

5. Payments to Engineer

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

<i>Sub Tasks</i>	<i>Amount</i>
<i>Water Projects (Tank Rehabilitation, NE Pressure Zone Conversion, & SCU Replacement)</i>	<i>\$1,658,431</i>
<i>Quail Ridge & Woodland Trail Lift Stations</i>	<i>\$360,426</i>
<i>Total</i>	<i>\$2,018,857</i>

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

6. Consultants:

See Fee Summary.

7. Other Modifications to Agreement:

None.

8. Attachments:

Attachment 1 – Task Order 2 Scope of Services, consisting of 7 pages.

Attachment 2 – Fee, consisting of 6 pages.

9. Documents Incorporated By Reference:

Master Services Agreement dated _____ between Owner and Engineer.

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which

Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

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

OWNER:

By: Stillwater Utilities Authority

By: _____

Name: Kimberly Meek

Title: General Manager

ENGINEER:

By: Black & Veatch Corporation

By: _____

Name: Derek Cambridge

Title: Vice President

Engineer License or Firm's 3314
Certificate No. _____

State of: Oklahoma

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: David Barth

Title: Water Engineering Manager

Address: PO Box 1449
Stillwater, OK 74076-1449

E-Mail Address: David.barth@stillwaterok.gov

Phone: (405) 742-8261

Fax: _____

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Lars Ostervold

Title: Project Director

Address: 2601Northwest Expy #505W,
Oklahoma City, OK 73112

E-Mail Address: OstervoldJrLB@bv.com

Phone: (918) 845.0039

Fax: N/A

Scope of Services

This document includes engineering services for Task Order (TO) 2 – Facilities Package for the FY2025 Program.

Engineering services include preliminary design, engineering reports, design documents, and bidding services for tank rehabilitation, NE pressure zone storage conversion, Solids Contact Units (SCU) equipment rehabilitation, and modification/equipment replacement of 2 lift stations (Quail Ridge and Woodland Trails)

The Scope of Work includes the following subtasks:

- | | |
|-----------|--|
| Subtask 1 | Water Facilities (Tank Rehabilitation, NE Pressure Zone Conversion, & SCU Replacement) |
| Subtask 2 | Quail Ridge Lift Station (LS), Woodland Trails LS |

The estimated level of effort for the services in this TO are based on a 12-month design duration. The Engineer shall provide Services as generally set forth in the master agreement and as outlined below:

1. Water Facilities (Tank Rehabilitation, NE Pressure Zone Conversion, & SCU Equipment Replacement)

This subtask generally includes scope for the following items:

- Tank Rehabilitation: Tanks/standpipes for rehabilitation include Washington, Manning, Tan Tara standpipe, Stallard, Coyle, Steel Clearwell at WTP, and School standpipe.
- Northeast (NE) Pressure Zone Conversion: Assumes a new flow control valve (FCV) vault, new pump station, and any required piping to supply the NE pressure zone with water from the central zone located at the existing Manning Tank for basis of design considerations.
- SCU Equipment Replacement: Replacement of equipment for all three SCU's located at the Stillwater Water Treatment Plant (WTP).

A. Project Management

- i. General project management services, documentation, coordination of subs as generally outlined in the master agreement and as applicable.
- ii. Meetings and Workshops:
 - a. Meetings will be conducted virtually twice a month. One meeting will be between the Engineer program management team and the Owner. The second meeting will

include any subconsultants as needed for design progression. Meeting minutes will be provided within 7 days following the meeting. Twenty-four (24) meetings are anticipated. Meetings shall be combined and coordinated with other task meetings.

- b. Workshops will be conducted at major deliverables in person (Engineering Report, 65% and 95%). Workshops may be combined with other meetings pending overall program schedule. Three (3) workshops are anticipated.
- c. Public meetings - Engineer shall lead up to six (6) public meetings related to the subtasks in this task order. Any direct communication with public and property owners as needed for the project will be on city letterhead.

B. Preliminary Design Phase.

- i. Survey – Shall be conducted for the NE Pressure Zone Conversion work associated with the new FCV and pump station site. Additional survey that may be required pending recommendation for zone redundancy shall be added via amendment.
- ii. Geotech – Two (2) borings approximately 30 feet deep and associated material testing shall be provided for the NE Pressure Zone Conversion work associated with the new FCV and pump station site. Additional geotechnical work that may be required pending recommendation for zone redundancy shall be added via amendment.
- iii. Utility locates – Shall be conducted for the NE Pressure Zone Conversion work associated with the new FCV vault site. An electronic locate (Level B) for the site shall be conducted. Fifteen (15) utility locates approximately 6 ft deep are anticipated in native soil. Additional utility locates that may be required pending recommendation for zone redundancy shall be added via amendment.
- iv. Right of Way (ROW) – Right of way discussions are included for the new pump station associated with the NE Pressure Zone conversion for discussion with one adjacent property owner for land acquisition services.
- v. Site Visits – Up to two days, total, of site visits to each tank to take photos and visually verify existing conditions. Tanks will not be taken out of service and tests such as wall thickness will not be performed. Repair/rehabilitation of water tanks will be based on items identified as good or worse in the 2018 Kleinfelder reports.
- vi. Modeling – Conduct hydraulic and water age modeling for up to three (3) scenarios to provide redundancy to the NE pressure zone. Confirm adequate storage for Central and NE pressure zones with evaluation. Evaluations shall include conceptual costs (Class 5) for consideration. Recommendations shall be discussed during regularly scheduled meetings and summarized in meeting minutes and decision logs.

Evaluations shall include recommended PRV vault located adjacent to the Manning Tank.

- vii. Conceptual evaluation on whether tank mixing should be added to Washington, Stallard and Manning tanks via CFD modeling and water age considerations. Evaluations shall include conceptual costs (Class 5) for consideration. Recommendations shall be discussed during weekly meetings and summarized in meeting minutes and decision logs.
- viii. Evaluate different materials for SCU equipment (carbon vs stainless steel) and walkways (painted steel, stainless steel, and aluminum). Evaluate opportunities for rehabilitation versus replace in full (equipment and walkways). It is assumed that equipment for the middle and south SCU's will be replaced as they have reached the end of their useful life. Evaluations shall include conceptual costs (Class 5) for consideration. Recommendations shall be discussed during weekly meetings and summarized in meeting minutes and decision logs.
- ix. Summarize design recommendations in a single Engineering Report (including subtask 2). Draft report to be submitted to Owner for comments and reviewed during a workshop located at Owner's facilities. BV to incorporate commentary and finalize prior to submitting final report to ODEQ on behalf of the Owner. An OPCC AACE Class 4 estimate will be provided.
- x. The following permitting is anticipated for this project:
 - a. ODEQ Construction Permit – Prepare and submit the ODEQ Construction Permit Application and supporting documents. This includes the basis of design technical memorandum, ODEQ Forms, and sealed drawings and specifications.
 - b. National Environmental Policy Act (NEPA) - Perform a desktop analysis and preparation of an environmental impact document (EID) with an assumed finding of no impact. This task includes mailing letters to 20+ identified stakeholder groups for project notification. It is assumed no additional studies are requested from the approving agency. All items within this task order will be included in a single EID. A single one day site visit is included.
 - c. Oklahoma Department of Transportation (ODOT) and Oklahoma Turnpike Authority (OTA) – None required for this subtask.
 - d. 404 Permit – None required for this task.
 - e. Federal Aviation Administration (FAA) – Confirm work associated with tank rehabilitation does not impact obstruction space around the Stillwater Regional Airport. It is assumed no permits are required.

- f. City of Stillwater permits – Confirm building permit and other City of Stillwater permit requirements. It is assumed that an Earth Change Permit will be required for the new pump station at Manning Tank for the NE Pressure Zone conversion.

C. Final Design Phase.

- i. Prepare and submit design documents based on recommendations from the Engineering Report and as per the master contract for detailed design (65%, 95% and final bidding documents). Documents will be prepared as a single set of bidding documents for all scope of work in this task order. Documents may be broken into different volumes for ease of packaging and constructability.
- ii. OPCC will be provided at each deliverable to AACE Class 3 for 65% design documents and Class 2 for 95% design documents.
- iii. 65% and 95% Documents will be reviewed during a workshop located at Owner's facilities.
- iv. Engineer will submit documents on behalf of the Owner as required for ODEQ review and coordination.

D. Bidding.

- i. Prequalification of contractors and bidding services will be provided.
- ii. Up to three (3) addendums are anticipated for addressing bidding questions.
- iii. One (1) in person pre-qualification meeting and one (1) in person pre-bid meeting is anticipated.

E. Construction and Post-Construction Phases. To be provided via amendment.

2. Quail Ridge LS and Woodland Trails LS: The following is based on modifications and rehabilitation of the existing lift stations.

A. Project Management.

- i. General project management services, documentation, coordination of subs as generally outlined in the master agreement and as applicable.
- ii. Meetings and Workshops:
 - a. Meetings will be conducted virtually twice a month. One meeting will be between the Engineer program management team and the Owner. The second meeting will

include any subconsultants as needed for design progression. Meeting minutes will be provided within 7 days following the meeting. Twenty-four (24) meetings are anticipated. Meetings shall be combined and coordinated with other task meetings.

- b. Workshops will be conducted at major deliverables in person (Engineering Report, 65% and 95%). Workshops will be combined with water facility meetings identified in subtask 1. Three (3) workshops are anticipated.

B. Preliminary Design Phase.

- i. Survey – Shall be conducted for the lift station sites.
- ii. Geotech – No geotechnical work is included. If full replacement of the lift station is required, additional borings may be added via amendment.
- iii. Utility locates – None.
- iv. Right of Way (ROW) – Right of way discussions are included for the lift stations for discussion with up to two (2) adjacent property owners for land acquisition services for laydown and construction considerations.
- v. Site Visits – No independent site visits are anticipated. Visits to the site may be combined with workshops.
- vi. Modeling – None.
- vii. Conceptual evaluation to determine if each lift station needs to be replaced in its entirety or rehabilitated (pump replacements, valves, piping, etc.). Evaluation shall consider feedback from plant staff, evaluation of existing shop drawing information and age of the equipment. Evaluations shall include conceptual costs (Class 5) for consideration. Recommendations shall be discussed during regularly scheduled meetings and summarized in meeting minutes and decision logs.
- viii. Summarize design recommendations in a single Engineering Report combined with subtask 1 items. Draft report to be submitted to Owner for comments and reviewed during a workshop located at Owner's facilities. BV to incorporate commentary and finalize prior to submitting final report to ODEQ on behalf of the Owner. An OPCC AACE Class 4 estimate will be provided.

C. Final Design Phase.

- i. Prepare and submit design documents based on recommendations from the Engineering Report and as per the master contract for detailed design (65%, 95% and final bidding documents). Budget assumes replacement of pumps and rehabilitation work. If the lift station needs to be replaced in its entirety, additional efforts may be added via amendment. Documents will be prepared as a single set of bidding

documents for all scope of work in this task order. Documents may be broken into different volumes for ease of packaging and constructability.

- ii. OPCC will be provided at each deliverable to AACE Class 3 for 65% design documents and Class 2 for 95% design documents.
- iii. 65% and 95% Documents will be reviewed during a workshop located at Owner's facilities (combined with subtask 1).
- iv. Engineer will submit documents on behalf of the Owner as required for ODEQ review and coordination.

D. Bidding.

- i. Prequalification of contractors and bidding services will be provided.
- ii. Up to three (3) addendums are anticipated for addressing bidding questions.
- iii. One (1) in person pre-qualification meeting and one (1) in person pre-bid meeting are anticipated.

E. Construction and Post-Construction Phases. To be provided via amendment.

3. Additional Services

- A. If authorized in writing by Owner, Engineer will furnish or obtain from others Additional Services of the type listed below.
 - i. Construction and post construction phase services.
 - ii. Additional modeling, surveying, geotechnical or utility locates beyond what has been identified above.

4. Project Assumptions, Clarifications, and Exceptions

- A. Project will be done as a design/bid/build with one design/construction package.
- B. The design will be based on the applicable codes and standards as adopted by the OWNER and applicable Authorities Having Jurisdiction (AHJ) at the time of the 60% design review submittal. Applicable codes and standards will apply only to new buildings, structures and associated facilities, as well as expansions and major modifications to existing buildings and structures. Existing buildings, structures, and facilities not significantly impacted by the Project shall not be subject to revised codes or standards compliance.

- C. Engineer shall be entitled to use and reasonably rely upon information and services provided by the Owner or others in performing Engineer's services hereunder.
- D. In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way County's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, Consultant makes no warranty that County's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from Consultant's opinions, analyses, projections, or estimates and Consultant will not be liable to and/or indemnify County and/or any third party related to any inconsistencies between Consultant's projections and estimates and actual costs and/or quantities realized by County and/or any third party in the future, except to the extent such inconsistencies are caused by Consultant's negligent performance hereunder.
- E. Project Deliverables. Engineer will produce and submit draft and final reports/memoranda, drawings, and specifications in electronic format for review by the Owner throughout the design phase of the Project, as identified herein. Electronic copies of the various deliverables will generally be provided in PDF format, with some documents in native file format as appropriate (i.e. MS Word, MS Excel, etc.). Owner shall agree to review draft Project deliverables and provide comments to Engineer in a timely fashion (typically within two weeks of submittal). To the greatest extent possible, review of draft deliverables in a collaborative workshop setting to obtain comments from Owner will be pursued to reduce overall review time and streamline the Project schedule.
- F. The services to be performed by Engineer are intended solely for the benefit of the Owner. No person or entity not a signatory to this Services Authorization shall be entitled to rely on Engineer 's performance of its services hereunder, and no right to assert a claim against Engineer by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Services Authorization or the performance of Engineer 's services hereunder.

	Client Position	Principal	Project Manager	Deputy Project Manager	Project Assistant	Project Controls/Accountant/Biller	Project Controls/Accountant/Biller	Project Controls/Accountant/Biller	Senior Estimator	Engineering Manager
	Discipline	PM&S - Project Management	PM&S - Project Management	PM&S - Project Management	PM&S - Project Admin Support	PM&S - Project Controls	PM&S - Project Accounting	PM&S - Project Billing	PM&S - Estimating	Design/Engineering Management
	Sub-Discipline	PM - PD/CD	PM - PD/CD	PM - PM	Admin - Gen	PJC - General	Accounting - General	Billing - General	Estim - Pipe/Mech	Water/Wastewater
	Additional Information									
HOURS\COST TOTALS IN USD \$:		100	421	623	48	24	24	30	284	1159
BILLING RATE IN USD \$\MARKUP:		390.00	364.00	270.00	84.00	164.00	164.00	164.00	267.00	172.00
CONTRACT TOTALS IN USD \$:		39,000.00	153,244.00	168,210.00	4,032.00	3,936.00	3,936.00	4,920.00	75,828.00	199,348.00
Task	Description									
Task 1	Task 1 Water Facilities									
1/.01	1.A. - Project Management	13	91	103	41	17	17	23		79
1/.02	1.B. - Preliminary Design									
1/.03	1.B.i. - Survey		5	7						9
1/.04	1.B.ii. - Geotech		5	7						9
1/.05	1.B.iii. - Utility Locates		5	5						7
1/.06	1.B.iv. - Right of Way		3	5						5
1/.07	1.B.v. - Site Visits		18	20						30
1/.08	1.B.vi. - Modeling		7	9					7	13
1/.09	1.B.vii. - Tank Evaluations		12	16					8	44
1/.10	1.B.viii. - SCU Evaluations		7	7					5	21
1/.11	1.B.x. - Permitting		17	29						111
1/.12	1.B.ix. - Engineering Report	10	22	32					32	82
1/.13	1.C. - Final Design Phase									
1/.14	1.C. - 65% Design	15	39	67					87	187
1/.15	1.C. - 95% design	14	41	76					56	206
1/.16	1.C. - Final Design	19	36	61					27	111
1/.17	1.D. - Bidding	5	11	21						31
1/.18	1.E. - Construction and Post-Construction Phase (NA)									
Task 1 Subtotals		76	319	465	41	17	17	23	222	945
Task 2	Task 2 Quail Ridge & Woodland Trails LS									
2/.01	2.A. - Project Management	5	33	49	7	7	7	7		13
2/.02	2.B. - Preliminary Design									
2/.03	2.B.i. - Survey		5	5						9
2/.04	2.B.ii. - Geotech (NA)									
2/.05	2.B.iii. - Utility Locates (NA)									
2/.06	2.B.iv. - Right of Way		3	5						5
2/.07	2.B.v. - Site Visits (NA)									
2/.08	2.B.vi. - Modeling (NA)									
2/.09	2.B.vii. - LS Evaluations		10	18					10	34
2/.10	2.B.viii. - Engineering Report	3	9	15					9	33
2/.11	2.C. - Final Design Phase									
2/.12	2.C. - 65% Design	4	10	18					14	46
2/.13	2.C. - 95% design	4	10	18					14	38
2/.14	2.C. - Final Design	5	11	19					15	27
2/.15	2.D. - Bidding	3	11	11						9
2/.16	2.E. - Construction and Post-Construction Phase (NA)									
Task 2 Subtotals		24	102	158	7	7	7	7	62	214

		Client Position	Senior Planning Designer	Planning Designer	Planning Designer	Senior Planning Designer	Planning Designer	Sr. Permitting	Permitting	Design Engineer	Senior Technical Expert/Advisor
		Discipline	EDS - Specialized Solutions	EDS - Specialized Solutions	EDS - Specialized Solutions	EDS - Specialized Solutions	EDS - Specialized Solutions	EDS - Environmental & Land Services	EDS - Environmental & Land Services	EDS - Civil	EDS - Civil
		Sub-Discipline	Spec Sol - Planning	Spec Sol - Planning	Spec Sol - Planning	Spec Sol - Planning	Spec Sol - Planning	Land Serv - Permitting	Land Serv - Permitting	Civil - Treatment Facilities	Civil - Treatment Facilities
		Additional Information									
HOURS\COST TOTALS IN USD \$:			9	21	61	44	184	7	23	1521	221
BILLING RATE IN USD \$\MARKUP:			291.00	212.00	212.00	291.00	212.00	240.00	150.00	144.00	355.00
CONTRACT TOTALS IN USD \$:			2,619.00	4,452.00	12,932.00	12,804.00	39,008.00	1,680.00	3,450.00	219,024.00	78,455.00
Task	Description										
Task 1	Task 1 Water Facilities										
1/.01	1.A. - Project Management									109	
1/.02	1.B. - Preliminary Design										
1/.03	1.B.i. - Survey									9	
1/.04	1.B.ii. - Geotech									9	
1/.05	1.B.iii. - Utility Locates									7	
1/.06	1.B.iv. - Right of Way									5	
1/.07	1.B.v. - Site Visits									30	
1/.08	1.B.vi. - Modeling		9	21	61					21	
1/.09	1.B.vii. - Tank Evaluations					44	184			44	8
1/.10	1.B.viii. - SCU Evaluations									31	5
1/.11	1.B.x. - Permitting							7	23	23	
1/.12	1.B.ix. - Engineering Report									122	34
1/.13	1.C. - Final Design Phase										
1/.14	1.C. - 65% Design									367	37
1/.15	1.C. - 95% design									256	46
1/.16	1.C. - Final Design									161	41
1/.17	1.D. - Bidding									31	
1/.18	1.E. - Construction and Post-Construction Phase (NA)										
	Task 1 Subtotals		9	21	61	44	184	7	23	1225	171
Task 2	Task 2 Quail Ridge & Woodland Trails LS										
2/.01	2.A. - Project Management									13	
2/.02	2.B. - Preliminary Design										
2/.03	2.B.i. - Survey									9	
2/.04	2.B.ii. - Geotech (NA)										
2/.05	2.B.iii. - Utility Locates (NA)										
2/.06	2.B.iv. - Right of Way									5	
2/.07	2.B.v. - Site Visits (NA)										
2/.08	2.B.vi. - Modeling (NA)										
2/.09	2.B.vii. - LS Evaluations									50	10
2/.10	2.B.viii. - Engineering Report									17	9
2/.11	2.C. - Final Design Phase										
2/.12	2.C. - 65% Design									74	10
2/.13	2.C. - 95% design									74	10
2/.14	2.C. - Final Design									39	11
2/.15	2.D. - Bidding									15	
2/.16	2.E. - Construction and Post-Construction Phase (NA)										
	Task 2 Subtotals		0	0	0	0	0	0	0	296	50

		Staffing Summary								
		Client Position	Senior Technical Expert/Advisor	Resident Project Representative	Senior Architect	Architect	Senior I&C/Electrical/Me chanical/Structur	Project Engineer	Senior I&C/Electrical/Me chanical/Structur	Technical Expert/Advisor
		Discipline	EDS - Civil	Construction - Field Superintendents	EDS - Structural/Archite ctural	EDS - Structural/Archite ctural	EDS - Structural/Archite ctural	EDS - Structural/Archite ctural	EDS - Mechanical	EDS - Mechanical
		Sub-Discipline	Civil - Geotechnical	Fld Supt - Mechanical	Struct/Arch - Arch	Struct/Arch - Arch	Struct/Arch - Structural	Struct/Arch - Structural	Mech - Buildings - HVAC	Mech - Piping - Materials
		Additional Information								
HOURS\COST TOTALS IN USD \$:			149	55	66	200	186	431	66	200
BILLING RATE IN USD \$\MARKUP:			355.00	228.00	231.00	160.00	226.00	168.00	226.00	318.00
CONTRACT TOTALS IN USD \$:			52,895.00	12,540.00	15,246.00	32,000.00	42,036.00	72,408.00	14,916.00	33,600.00
Task	Description									
Task 1	Task 1 Water Facilities									
1/.01	1.A. - Project Management									
1/.02	1.B. - Preliminary Design									
1/.03	1.B.i. - Survey									
1/.04	1.B.ii. - Geotech	21								
1/.05	1.B.iii. - Utility Locates									
1/.06	1.B.iv. - Right of Way									
1/.07	1.B.v. - Site Visits									
1/.08	1.B.vi. - Modeling									
1/.09	1.B.vii. - Tank Evaluations									
1/.10	1.B.viii. - SCU Evaluations									
1/.11	1.B.x. - Permitting									
1/.12	1.B.ix. - Engineering Report	14								
1/.13	1.C. - Final Design Phase									
1/.14	1.C. - 65% Design	47								
1/.15	1.C. - 95% design	46								
1/.16	1.C. - Final Design	21								
1/.17	1.D. - Bidding									
1/.18	1.E. - Construction and Post-Construction Phase (NA)									
Task 1 Subtotals			149	37	66	200	186	431	66	200
Task 2	Task 2 Quail Ridge & Woodland Trails LS									
2/.01	2.A. - Project Management									
2/.02	2.B. - Preliminary Design									
2/.03	2.B.i. - Survey									
2/.04	2.B.ii. - Geotech (NA)									
2/.05	2.B.iii. - Utility Locates (NA)									
2/.06	2.B.iv. - Right of Way									
2/.07	2.B.v. - Site Visits (NA)									
2/.08	2.B.vi. - Modeling (NA)									
2/.09	2.B.vii. - LS Evaluations									
2/.10	2.B.viii. - Engineering Report									17
2/.11	2.C. - Final Design Phase									
2/.12	2.C. - 65% Design	18								
2/.13	2.C. - 95% design									
2/.14	2.C. - Final Design									
2/.15	2.D. - Bidding									
2/.16	2.E. - Construction and Post-Construction Phase (NA)									
Task 2 Subtotals			0	18	0	0	0	0	0	17

	Client Position	Senior I&C/Electrical/Mechanical/Structural	Project Engineer	Senior I&C/Electrical/Mechanical/Structural	Project Engineer	Sr. Process Engineer	BIM/CAD Coordinator	Sr. BIM/CAD Technician	BIM/CAD Technician	BIM/CAD Technician
	Discipline	EDS - Electrical	EDS - Electrical	Instrumentation & Controls	Instrumentation & Controls	EDS - Process Engineering	EDS - Virtual Design & Data Solutions	EDS - Virtual Design & Data Solutions	EDS - Virtual Design & Data Solutions	EDS - Virtual Design & Data Solutions
	Sub-Discipline	Elec - Low/Medium Voltage	Elec - Low/Medium Voltage	Instrumentation, Controls and	Instrumentation, Controls and	Proc Eng - Drinking Water	VDDS - Design Coord	VDDS - Civil Site/Conveyance	VDDS - Architectural	VDDS - Structural
	Additional Information									
HOURS\COST TOTALS IN USD \$:		246	569	186	434	14	242	460	101	245
BILLING RATE IN USD \$\MARKUP:		226.00	168.00	226.00	168.00	355.00	234.00	143.00	97.00	97.00
CONTRACT TOTALS IN USD \$:		55,596.00	95,592.00	42,036.00	72,912.00	4,970.00	56,628.00	65,780.00	9,797.00	23,765.00
Task	Description									
Task 1	Task 1 Water Facilities									
1/.01	1.A. - Project Management									
1/.02	1.B. - Preliminary Design									
1/.03	1.B.i. - Survey									
1/.04	1.B.ii. - Geotech									
1/.05	1.B.iii. - Utility Locates									
1/.06	1.B.iv. - Right of Way									
1/.07	1.B.v. - Site Visits									
1/.08	1.B.vi. - Modeling									
1/.09	1.B.vii. - Tank Evaluations									
1/.10	1.B.viii. - SCU Evaluations									
1/.11	1.B.x. - Permitting									
1/.12	1.B.ix. - Engineering Report	12	32	12	32	14				
1/.13	1.C. - Final Design Phase									
1/.14	1.C. - 65% Design	57	132	37	87					
1/.15	1.C. - 95% design	56	131	36	86					
1/.16	1.C. - Final Design	61	136	41	91		211	353	101	245
1/.17	1.D. - Bidding									
1/.18	1.E. - Construction and Post-Construction Phase (NA)									
Task 1 Subtotals		186	431	126	296	14	211	353	101	245
Task 2	Task 2 Quail Ridge & Woodland Trails LS									
2/.01	2.A. - Project Management									
2/.02	2.B. - Preliminary Design									
2/.03	2.B.i. - Survey									
2/.04	2.B.ii. - Geotech (NA)									
2/.05	2.B.iii. - Utility Locates (NA)									
2/.06	2.B.iv. - Right of Way									
2/.07	2.B.v. - Site Visits (NA)									
2/.08	2.B.vi. - Modeling (NA)									
2/.09	2.B.vii. - LS Evaluations									
2/.10	2.B.viii. - Engineering Report	5	11	5	11					
2/.11	2.C. - Final Design Phase									
2/.12	2.C. - 65% Design	18	42	18	42					
2/.13	2.C. - 95% design	18	42	18	42					
2/.14	2.C. - Final Design	19	43	19	43		31	107		
2/.15	2.D. - Bidding									
2/.16	2.E. - Construction and Post-Construction Phase (NA)									
Task 2 Subtotals		60	138	60	138	0	31	107	0	0

					Hours	Labor	Subcontract Summary					
		Client Position	BIM/CAD Technician	BIM/CAD Technician	BIM/CAD Technician			Meshek & Associates	Encompass	Sidewinder	Terracon	Jacobs
		Discipline	LDS - Virtual Design & Data Solutions	LDS - Virtual Design & Data Solutions	LDS - Virtual Design & Data Solutions							
		Sub-Discipline	Mechanical/Process/Piping/Building	VDDS - Electrical	VDDS - I&C							
		Additional Information										
HOURS\COST TOTALS IN USD \$:			540	524	230	10071		46,500.00	23,400.00	7,190.00	10,300.00	25,000.00
BILLING RATE IN USD \$\MARKUP:			97.00	97.00	97.00			0.00%	0.00%	0.00%	0.00%	0.00%
CONTRACT TOTALS IN USD \$:			52,380.00	50,828.00	22,310.00		1894227.00	46,500.00	23,400.00	7,190.00	10,300.00	25,000.00
Task	Description											
Task 1	Task 1 Water Facilities											
1/.01	1.A. - Project Management						493	108080.00				
1/.02	1.B. - Preliminary Design											
1/.03	1.B.i. - Survey						30	6554.00	27700			
1/.04	1.B.ii. - Geotech						51	14009.00			10300	
1/.05	1.B.iii. - Utility Locates						24	5382.00				
1/.06	1.B.iv. - Right of Way						18	4022.00		11800	7190	
1/.07	1.B.v. - Site Visits						98	21432.00				
1/.08	1.B.vi. - Modeling						148	32110.00				25000
1/.09	1.B.vii. - Tank Evaluations						360	79380.00				
1/.10	1.B.viii. - SCU Evaluations						76	15624.00				
1/.11	1.B.x. - Permitting						210	41552.00				
1/.12	1.B.ix. - Engineering Report						604	130014.00				
1/.13	1.C. - Final Design Phase											
1/.14	1.C. - 65% Design						1556	312122.00				
1/.15	1.C. - 95% design						1403	286016.00				
1/.16	1.C. - Final Design	461	461	191		3217	486484.00					
1/.17	1.D. - Bidding						99	21420.00				
1/.18	1.E. - Construction and Post-Construction Phase (NA)						0	0.00				
	Task 1 Subtotals	461	461	191		8387	1564201.00	27700.00	11800.00	7190.00	10300.00	25000.00
Task 2	Task 2 Quail Ridge & Woodland Trails LS											
2/.01	2.A. - Project Management						141	35332.00				
2/.02	2.B. - Preliminary Design											
2/.03	2.B.i. - Survey						28	6014.00	18800			
2/.04	2.B.ii. - Geotech (NA)						0	0.00				
2/.05	2.B.iii. - Utility Locates (NA)						0	0.00				
2/.06	2.B.iv. - Right of Way						18	4022.00		11600		
2/.07	2.B.v. - Site Visits (NA)						0	0.00				
2/.08	2.B.vi. - Modeling (NA)						0	0.00				
2/.09	2.B.vii. - LS Evaluations						132	27768.00				
2/.10	2.B.viii. - Engineering Report						144	33580.00				
2/.11	2.C. - Final Design Phase											
2/.12	2.C. - 65% Design						314	62268.00				
2/.13	2.C. - 95% design						288	56788.00				
2/.14	2.C. - Final Design	79	63	39		570	92402.00					
2/.15	2.D. - Bidding						49	11852.00				
2/.16	2.E. - Construction and Post-Construction Phase (NA)						0	0.00				
	Task 2 Subtotals	79	63	39		1684	330026.00	18800.00	11600.00			

		Subcontracts	Travel Expenses	Field/Misc Expenses	Project Total
	Client Position				
	Discipline				
	Sub-Discipline				
	Additional Information				
HOURS\COST TOTALS IN USD \$:		112390			
BILLING RATE IN USD \$\MARKUP:					
CONTRACT TOTALS IN USD \$:		112,390.00	12,240.00	0.00	2,018,857.00
Task	Description				
Task 1	Task 1 Water Facilities			0.00	
1/.01	1.A. - Project Management	0.00	5808.00	0.00	113888.00
1/.02	1.B. - Preliminary Design			0.00	
1/.03	1.B.i. - Survey	27700.00	0.00	0.00	34254.00
1/.04	1.B.ii. - Geotech	10300.00	0.00	0.00	24309.00
1/.05	1.B.iii. - Utility Locates	7190.00	0.00	0.00	12572.00
1/.06	1.B.iv. - Right of Way	11800.00	0.00	0.00	15822.00
1/.07	1.B.v. - Site Visits	0.00	2478.00	0.00	23910.00
1/.08	1.B.vi. - Modeling	25000.00	0.00	0.00	57110.00
1/.09	1.B.vii. - Tank Evaluations	0.00	0.00	0.00	79380.00
1/.10	1.B.viii. - SCU Evaluations	0.00	0.00	0.00	15624.00
1/.11	1.B.x. - Permitting	0.00	0.00	0.00	41552.00
1/.12	1.B.ix. - Engineering Report	0.00	1318.00	0.00	131332.00
1/.13	1.C. - Final Design Phase			0.00	
1/.14	1.C. - 65% Design	0.00	1318.00	0.00	313440.00
1/.15	1.C. - 95% design	0.00	1318.00	0.00	287334.00
1/.16	1.C. - Final Design	0.00	0.00	0.00	486484.00
1/.17	1.D. - Bidding	0.00	0.00	0.00	21420.00
1/.18	1.E. - Construction and Post-Construction Phase (NA)	0.00	0.00	0.00	0.00
Task 1 Subtotals		81990.00	12240.00	0.00	1658431.00
Task 2	Task 2 Quail Ridge & Woodland Trails LS			0.00	
2/.01	2.A. - Project Management	0.00	0.00	0.00	35332.00
2/.02	2.B. - Preliminary Design			0.00	
2/.03	2.B.i. - Survey	18800.00	0.00	0.00	24814.00
2/.04	2.B.ii. - Geotech (NA)	0.00	0.00	0.00	0.00
2/.05	2.B.iii. - Utility Locates (NA)	0.00	0.00	0.00	0.00
2/.06	2.B.iv. - Right of Way	11600.00	0.00	0.00	15622.00
2/.07	2.B.v. - Site Visits (NA)	0.00	0.00	0.00	0.00
2/.08	2.B.vi. - Modeling (NA)	0.00	0.00	0.00	0.00
2/.09	2.B.vii. - LS Evaluations	0.00	0.00	0.00	27768.00
2/.10	2.B.viii. - Engineering Report	0.00	0.00	0.00	33580.00
2/.11	2.C. - Final Design Phase			0.00	
2/.12	2.C. - 65% Design	0.00	0.00	0.00	62268.00
2/.13	2.C. - 95% design	0.00	0.00	0.00	56788.00
2/.14	2.C. - Final Design	0.00	0.00	0.00	92402.00
2/.15	2.D. - Bidding	0.00	0.00	0.00	11852.00
2/.16	2.E. - Construction and Post-Construction Phase (NA)	0.00	0.00	0.00	0.00
Task 2 Subtotals		30400.00	0.00	0.00	360426.00