



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING AGENDA

NOVEMBER 18, 2024

723 S. Lewis Street, Room 1122 B

Stillwater, OK 74074

5:30 PM

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

1. Call Meeting to Order
2. Pledge of Allegiance
3. Proclamations and Presentations

a.	Small Business Saturday	Alane Zannotti, Cristy Morrison
----	-------------------------	---------------------------------

4. Consent Docket

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

a.	Approve November 4, 2024 regular and executive session meeting minutes	
b.	Approve 2025 City Council meeting schedule	
c.	Approve a Task Order Agreement with Benham Design, LLC and Task Order 1 for \$267,650; authorize the City Manager to sign the related documents; authorize total expenditures in the amount of \$294,420 from Transportation Sales	CC-24-129 Travis Small

	Tax Fund; and authorize the related budget amendment.		
d.	Approve budget amendment to expend funds in the fire fund account to cover the costs associated with the engine replacement for Fire Engine 2 for a total of \$88,000.	CC-24-130	Terry Essary
e.	Award Bid #45-2024 for vehicle and equipment parts to O'Reilly Automotive Store, Inc., dba O'Reilly Auto Parts, authorize purchase from NAPA Auto Parts statewide contract #SW0307A, authorize expenditures up to \$300,000 and authorize the City Manager to sign all related documents.	CC-24-131	Mark White
f.	Approve the IT server, storage, and software upgrades via Statewide Contract SW1020D for annual lease payments of \$183,950; approve \$49,998 for the annual software subscription; approve budget amendments appropriating funds for lease and subscription payments totaling \$141,973 for the remainder of FY24-25; and authorize the City Manager to sign related lease and subscription agreements.	CC-24-132	Brad Stewart
g.	Approve budget amendments to close the Indoor LED Light Replacement Grant project		Christy Cluck
h.	Approve budget amendments to unappropriate funds previously appropriated to provide match for FAA ATP grant application.		Kellie Reed

5. Public Comment on Items not Scheduled for Public Hearings

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

6. Items Removed from the Consent Docket

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

7. General Orders

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

a.	Stillwater History Museum Association Update	Catarina de Araujo
----	--	--------------------

8. Resolutions

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

a.	RESOLUTION NO. CC-2024-37: A RESOLUTION DISCONTINUING THE PARKING PERMIT PROGRAM FOR DESIGNATED PERMIT PARKING IN THE CITY OF STILLWATER PARKING LOT LOCATED ON LEWIS STREET BETWEEN 7TH AVENUE AND 8TH AVENUE KNOWN AS PARKING LOT 701; AND PROVIDING AN EFFECTIVE DATE
----	--

9. Ordinances

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

First Read

a.	ORDINANCE NO. 3550: AN ORDINANCE AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE V, OFFICERS AND EMPLOYEES, BY REPEALING SECTION 2-552, COLLECTIVE BARGAINING UNIT AGREEMENTS IN ITS ENTIRETY.
----	--

10. Reports from Officers and Boards

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

a.	Miscellaneous items from the City Attorney
i.	Request for an executive session pursuant to 25 O.S. § 307 (B)(4) of the Open Meeting Act for the purpose of confidential communications between the City Council and its attorney concerning Claire Hosterman v. City of Stillwater, Oklahoma, et al, United States District Court, Western District, Oklahoma; Case No. CIV-24-976-SLP. It is the opinion of counsel that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest.
ii.	Request for an executive session pursuant to 25 O.S. § 307(B)(1) for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of Interim City Manager Brady Moore.
b.	Miscellaneous items from the City Manager
c.	Miscellaneous items from the City Council

11. Questions and Inquiries

12. Executive Session

a.	Confidential communications between city council and its attorney concerning Claire Hosterman v. City of Stillwater, Oklahoma, et al, United States District Court, Western District, Oklahoma; Case No. CIV-24-976-SLP.
b.	Confidential communications for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of Interim City Manager Brady Moore.

13. Return from Executive Session

a.	Possible action concerning Claire Hosterman v. City of Stillwater, Oklahoma, et al, United States District Court, Western District, Oklahoma; Case No. CIV-24-976-SLP.
b.	Possible action regarding the employment, appointment, promotion, demotion, disciplining or resignation of Interim City Manager Brady Moore.

14. Adjourn

On November 14, 2024 at 2:30 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.



Small Business Saturday

WHEREAS, the City of Stillwater, Oklahoma, celebrates our local small businesses and contributions they make to our local economy and community; and,

WHEREAS, according to the U.S. Small Business Administration, there are more than 34 million small businesses in the United States, small businesses make up 99.7% of all businesses in the country, and U.S. consumers spent \$17 billion on Small Business Saturday in 2023; and

WHEREAS, on average \$0.68 of every dollar spent at a small business in the United States stays in the local community, with approximately \$0.43 of every dollar spent at a chain store remains local; and,

WHEREAS, small businesses in Oklahoma employ more than half the state's workforce; and,

WHEREAS, Stillwater, Oklahoma, supports our local businesses that create jobs, boost our local economy, and preserve our communities; and,

WHEREAS, advocacy groups, local organizations including Stillwater Chamber of Commerce and Visit Stillwater, as well as Oklahoma and public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, William H. Joyce, Mayor of Stillwater, Oklahoma, do hereby proclaim Saturday, November 30, 2024, as Small Business Saturday and I urge all residents of our community, and communities throughout the country, to support small businesses and merchants on Small Business Saturday and to shop small and local throughout the year.

WILLIAM H. JOYCE, MAYOR

ATTEST:

TERESA KADAVY, CITY CLERK

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED NOVEMBER 1, 2024 AT 10:50 A.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
NOVEMBER 4, 2024**

PRESENT: MAYOR WILLIAM H. JOYCE, VICE MAYOR AMY DZIALOWSKI,
COUNCILORS KEVIN CLARK AND TIM HARDIN
ABSENT: COUNCILOR CHRISTIE HAWKINS

1. CALL MEETING TO ORDER

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

2. PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS/PRESENTATIONS

- a. Sheerar Museum 50th Anniversary Proclamation

Mayor Joyce read the proclamation recognizing the Stillwater History Museum at the Sheerar Cultural Center for their 50th anniversary on November 9, 2024. Museum Director Catarina de Araujo accepted the proclamation.

4. CONSENT DOCKET

- a. Approve October 21, 2024 Regular Meeting minutes and October 28, 2024 City Council and Planning Commission Joint Study Session Special Meeting minutes
- b. Approve award of Bid #32-2024 to VSC Fire & Security, Inc., in the bid amount of \$345,740 plus a 15% contingency in the amount of \$51,861, for a total of \$397,601 for the Community Development Block Grant 19186 SC 23 for the Stillwater Public Library Sprinkler System Retrofit
- c. Accept two Deeds of Dedication required for the Airport Roundabout and Parking Service Road Project.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO APPROVE THE CONSENT DOCKET AS PRESENTED.

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

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

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

6. ITEMS REMOVED FROM CONSENT DOCKET

None.

7. PUBLIC HEARINGS

- a. Presentation and Second Public Hearing, pursuant to 62 O.S. §859, of the proposed Stillwater Data Center Economic Development Project Plan and its supporting six (6) Incentive Districts for the purpose of providing the public an opportunity to be heard in support of or opposition to the proposed Project Plan.

Dan Batchelor, Center for Economic Development Law (CEDL) stated that they have been engaged as special counsel with the City of Stillwater in connection with its Economic Development activities specifically in connection with this prospective opportunity to ensure the development of a Data Center. Previously information was presented about the proposed Project Plan at the first public hearing which was held in order to provide information to the public. Mr. Batchelor stated that the second public hearing is an opportunity for the public to speak for or against the proposed Project Plan. He reported that there are two reasons this proposed Project Plan should be approved. The first reason is that this project and its consideration has been approached with the utmost care, commitment and competency that any community could offer on behalf of its citizens. The second reason is that it is an extraordinary project because it offers a substantial investment in this community. Mr. Batchelor presented a summary of the Project Plan and the financial impact it would have on the community.

Mayor Joyce opened the public hearing.

Crystal Hayes, 908 E. Richmond Road, expressed her concerns about the affects this plan would have on her property and the environment.

Robin Cornwell, 2223 N. Crescent, stated that she was able to talk to a representative from OG&E and she now feels confident to support the Data Center Project Plan with OG&E as the energy provider. She stated she does feel it is still important to advocate for clean energy so she hopes there is something in the Economic Development Agreement (EDA) supporting clean energy.

Tony Bowman, First Deputy County Commissioner to Rhonda Markum, District 3, 506 Expo Circle South, stated he is representing the constituents of Payne County District 3 with their concerns to the north and to the east with noise and the change to the skyline. The constituents concerns are after Phase 2 and the bigger transmission lines that will come across their properties.

Roger Gose, 1120 E. Connell, stated he recently drove around Data Centers and he was within 100 feet and could not hear any noise from the Data Centers. He reported he has looked into the renewable energy and that OG&E has really good track record and a plan to move forward with that. He stated that the economic benefit for the community with this project would allow the community to be enchanced with quality of life projects.

Henri Uehara, 1911 E. Kelsey, stated he had concerns about the carbon emissions from the Data Center but based on what was heard from CEDL that the company is a good corporate citizen and does try to offset their power consumption through renewable energy, he is now in favor of this project. He would like something in the EDA regarding renewable energy, water consumption and water recycling. He stated he is in support of OG&E supplying power to this project.

Shad Hagan, 46 Windsor Circle, stated he felt like there was a lack of public discussion regarding this Data Center project. He stated he has not heard any reports on the environmental impact or on the water consumption.

Lois Green, 1012 S. Lewis, expressed concerns about the water impact this project would have on the community and the secrecy regarding this project.

Mayor Joyce closed the public hearing.

Mayor Joyce stated that possible projects have long term discussions with City staff before any projects become questions of public concern. There has been public discussion about this project as Council has engaged in individual meetings, community meetings and has responded to Facebook comments. Mayor stated that an ordinance would have to be passed in order to adopt the Project Plan. If the ordinance is adopted, then the City would have to enter into an EDA with this company. The EDA does address some of the concerns that have been mentioned like the environmental impact and water usage. Mayor clarified that the voting being discussed regarding OG&E to serve this project is not a vote on the Data Center itself but a vote on whether OG&E can have a franchise to serve this specific project only.

Councilor Clark addressed the concerns about the water usage of the Data Center.

Mayor Joyce moved to item 9a. Ordinances on the agenda.

8. RESOLUTIONS

- a. Resolution No. CC-2024-35: A resolution of the Stillwater City Council adopting the Community Development Block Grant (CDBG) Section 3 Annual Plan directed at increasing the utilization of low-and very low-income residents and businesses within the CDBG Project Site.

City Attorney Kimberly Carnley reported that the City is the recipient of federal grant funding through the Oklahoma Department of Commerce Community Development Block Grant (CDBG) Small Cities, which requires adoption of a Section 3 Plan. Section 3 is a provision of the Federal Housing and Urban Development Act and ensures that employment and other opportunities generated by federal assistance for housing and community development programs are to the greatest extent feasible directed towards low and very-low income persons, those who receive government assistance for housing and those business concerns which provide economic opportunities to low and very-low income persons. The Section 3 Plan applies to public construction projects when assistance to the projects exceeds \$200,000. The Section 3 Plan outlines how the City of Stillwater, any subrecipients, contractors and subcontractors will comply with requirements in implementing CDBG projects.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HARDIN TO ADOPT RESOLUTION NO. CC-2024-35 AS PRESENTED.

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

- b. Resolution No. CC-2024-36: A resolution authorizing the Mayor of the City of Stillwater, Oklahoma, A Municipal Corporation, to sign and issue an Election Proclamation calling for a General Election and a Runoff Election, if needed, in the City of Stillwater.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ADOPT RESOLUTION NO. CC-2024-36 AS PRESENTED.

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

9. ORDINANCES

a. Second Reading

Ordinance No. 3546: An ordinance approving and adopting The Stillwater Data Center Economic Development Project Plan and Supporting Incentive Districts, pursuant to The Oklahoma Local Development Act; Identifying and Establishing Six Incentive Districts; Designating and Adopting Project Area and Incentive District Boundaries; Deferring The Numerical Designations and Effective Dates for The Incentive Districts; Adopting Certain Findings; Authorizing The City of Stillwater and The Stillwater Economic Development Authority to carry out and administer the Project Plan; ratifying and confirming the actions, recommendations and findings of The Review Committee and The Stillwater Planning Commission; approving and adopting a Tax Incentive Agreement; providing for severability; and declaring an emergency

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR CLARK TO CONTINUE ACTION ON ORDINANCE NO. 3546 TO THE DECEMBER 2, 2024 CITY COUNCIL MEETING.

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

Mayor Joyce moved back to item 8a. Resolutions on the agenda.

10. REPORTS FROM OFFICERS & BOARDS

a. Miscellaneous items from the City Attorney:

- i. Request for an Executive Session pursuant to 25 O.S. §307(B)(4) involving confidential communication between the City Council and City Attorney concerning pending PFAS litigation and class action settlements with Tyco and BASF including whether to join the settlements. It is the opinion of the City Attorney that disclosure of this matter will seriously impair the ability of the City Council to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest.

b. Miscellaneous items from the City Manager:

- Interim City Manager Brady Moore invited residents to save the date and participate in the annual 2024 Parade of Lights and Tree Lighting event on Thursday, December 5th, 2024, at 6:30 p.m., in Downtown Stillwater. Stillwater Community Center, Visit Stillwater, and Downtown Association President Collett Campbell are accepting parade participant entry forms now and until Friday, November 15th at 5 p.m.

c. Miscellaneous items from the City Council:

- Councilor Hardin stated the he is proud to share with our community, a new voluntary program led by Stillwater Police and dispatch upon request of Healthy Communities, Healthy Children, that allows individuals, parents, guardians, and caregivers to assist first responders in emergency situations that involve individuals with special needs and health conditions. The program is called "SAID" which stands for "Special Needs Alerts and Identification." Participants submit their information, and it is securely entered into the emergency responder dispatch system. The SAID alert is not public record, and information will only be used by Stillwater Police and local first responders. The information provided explains special needs and conditions to aid First Responders prior to arriving to an incident in effort to improve the response, interaction, and communication with all individuals involved.
- Councilor Clark reported that the City currently has surveys being conducted for the neighborhood parks. If you utilize these specific spaces or live in

neighborhoods near these parks, please participate in the short surveys. Also, the City knows it is early, but staff asks that you save the date now and plan to attend the community meeting on January 9, 2025, to provide input as the City develops a “vision plan” for parks, community spaces, and public facilities. These are the citizen’s public parks and community spaces, and staff wants to make sure they meet the needs of our residents and families. Every voice matters, please plan to join us on January 9th.

- Vice Mayor Dzialowski invited residents to save the date for November 16th, 2024, and join us for the second volunteer day at Washington School. Volunteers are welcome from 9 a.m. to 1 p.m., and lunch will be provided by the Stillwater Community Center Foundation. The volunteer registration and waiver forms are available online. Volunteers will need to be dressed appropriately (closed toe shoes, etc.) Work will focus on cleaning up trees and yard waste; removal and breakdown of exterior breezeways and overall general exterior cleanup. We hope you can join us as we continue efforts to restore this incredible historical facility that serves as a beacon of hope and progress for our community.
- Mayor Joyce stated that Election 2024 is underway with thousands who have participated in early voting. We appreciate everyone who exercises their democratic right to vote for who and what they believe is best. As always, we encourage voters to educate themselves on the many items that will be included on the ballot. For anyone voting tomorrow, on the official Election Day, polls will be open from 7 a.m. to 7 p.m. Voters need to go to their normal polling location to participate. Again, the OG&E Franchise proposition relative to the data center project we have discussed this evening, will be on the ballot for Stillwater voters. If you need additional information regarding this proposition, please go to: stillwaterok.gov/datacenter.
- i. Discussion about scheduling items for future meetings.

11. QUESTIONS AND INQUIRIES

None.

12. EXECUTIVE SESSION

- a. Confidential communication between City Council and City Attorney concerning a pending investigation, claim or action involving PFAS Litigation and class action settlements with Tyco and BASF.

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR CLARK TO RECESS THE STILLWATER CITY COUNCIL MEETING AT 6:20 P.M.

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

Stillwater City Council meeting recessed at 6:20 p.m. to convene Stillwater Utilities Authority meeting.

Stillwater City Council reconvened at 6:34 p.m.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HARDIN TO ENTER INTO EXECUTIVE SESSION AT 6:34 P.M.

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

13. RETURN FROM EXECUTIVE SESSION

- a. Possible action regarding PFAS litigation, including possible action to approve joining the Tyco and BASF settlements.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HARDIN TO RECONVENE THE REGULAR STILLWATER CITY COUNCIL MEETING AT 6:49 P.M.

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

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO WITHDRAW THE EXCLUSION TO OPT-OUT OF THE SETTLEMENTS AND APPROVE PARTICIPATING IN THE TYCO AND BASF SETTLEMENTS.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-ABSTAIN, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH THREE YEA VOTES AND ONE ABSTENTION.

Vice Mayor Dzialowski stated she abstained from this vote because the company she works for does business with one of these companies.

14. ADJOURN

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ADJOURN THE NOVEMBER 4, 2024 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

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

The November 4, 2024 regular meeting of the Stillwater City Council adjourned at 6:50 p.m.

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK

IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW,
THE AGENDA WAS POSTED NOVEMBER 1, 2024 AT 10:50 A.M. AT
THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA

MINUTES
STILLWATER CITY COUNCIL
EXECUTIVE SESSION
COUNCIL HEARING ROOM
723 S. LEWIS
STILLWATER, OK 74074
NOVEMBER 4, 2024
6:34 P.M.

PRESENT: MAYOR WILLIAM H. JOYCE, VICE MAYOR AMY DZIALOWSKI
COUNCILORS KEVIN CLARK AND TIM HARDIN
ABSENT: COUNCILOR CHRISTIE HAWKINS

- a. Confidential communication between the City Council and City Attorney concerning a pending PFAS litigation and class action settlements with Tyco and BASF including whether to join the settlements.

Discussion was held concerning a pending PFAS litigation and class action settlements with Tyco and BASF including whether to join the settlements pursuant to 25 O.S. §307 (b)(4).

The Executive Session concluded at 6:49 p.m.

WILLIAM H. JOYCE, MAYOR

TERESA KADAVY, CITY CLERK



STILLWATER CITY COUNCIL/SUA/SEDA
2025 MEETING SCHEDULE
****Holiday Adjustment**

DATE	TIME	PLACE
JANUARY 13, 2025** (2 nd Monday)	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
JANUARY 27, 2025** (4 th Monday)	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
FEBRUARY 10, 2025** (2 nd Monday)	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
FEBRUARY 24, 2025** (4 th Monday)	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
MARCH 10, 2025** (2 nd Monday)	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
MARCH 24, 2025** (4 th Monday)	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
APRIL 7, 2025	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
APRIL 21, 2025	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
MAY 5, 2025	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
MAY 19, 2025	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
JUNE 2, 2025	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
JUNE 16, 2025	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
JULY 7, 2025	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
JULY 21, 2025	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
AUGUST 4, 2025	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
AUGUST 18, 2025	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
SEPTEMBER 8, 2025** (2 nd Monday)	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
SEPTEMBER 22, 2025** (4 th Monday)	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
OCTOBER 6, 2025	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
OCTOBER 20, 2025	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
NOVEMBER 3, 2025	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
NOVEMBER 17, 2025	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
DECEMBER 1, 2025	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
DECEMBER 15, 2025	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
Prepared by: Teresa Kadavy, City Clerk		Approved

REPORT TO: CITY COUNCIL

MEETING DATE: NOVEMBER 18, 2024



Agenda Item:	4.c. CC-24-129
Previous/Related Action:	CC-24-34, April 1, 2024: FY25 Pavement Management Program (PMP)
Background/Issue:	On April 1, 2024, City Council approved design, bidding and construction work proposed by Staff for the FY25 PMP which includes: • Sidewalks \$200K • Mill & Overlay \$1.4M • Patching \$400K • Various Surface Treatments \$1.3M • Full Reconstruction \$3.3M • Engineering-Testing-Utilities \$1.6M • Contingency \$1.8M • Total \$10M
Proposal/Solution:	For the work identified in the FY25 PMP, Staff reviewed previously submitted Statements of Qualifications in order to develop a short-list of consultants most qualified to receive a Request for Proposals (RFP). The short-list and RFP development process was finalized in May. In July, Staff received responses to the RFP from four qualified firms. Each response underwent a detailed assessment based upon the criteria provided in the RFP solicitation. Following scoring and ranking of the responses by staff, Benham Design, LLC was selected as the top candidate. Staff and Benham have negotiated a detailed scope, fee and schedule for Task Order No.1 (TO1) for areas of work identified on the attached map. Additional areas of work will be included in subsequent task orders to be finalized and presented to Council at a later date.
Financial Source/Impact:	Sufficient funds are available in Transportation Sales Tax Fund to complete the effort.
Related Strategic Priority:	#4 CONNECTED SPACES

Recommended Action/Motion:	Staff recommends a motion to: • Approve a Task Order Agreement and Task Order 1 with Benham Design, LLC for \$267,650; • Authorize the City Manager to execute the Task Order Agreement, Task Order 1 and related documents; • Authorize total expenditures of \$294,420 which includes design, bidding, construction administration and \$26,770 in contingency funds for locations of work identified in the attached map; and • Authorize a Budget Amendment in the amount of \$294,420 from Transportation Sales Tax Fund.
Prepared By:	Travis Small, Division Manager Transportation & Drainage
Reviewed By:	Candy Staring Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, Interim City Manager

Attachments

1. BA Road - FY25 PMP TO1 - 11.18.2024 - Expenditure
2. 25TR01 TO1 Benham Exe
3. 25TR01 TO1 L01 App A Map

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: 11/08/2024

Department: Transportation

Requested by: Candy Staring

Explanation:

Expenditures:
Increase budget appropriations for the Professional Services Agreement (for Task Order #1 with Benham Design, LLC) on the FY25 PMP.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	FY25 PMP	2604035 - 54020	25TR01260	\$ 0	\$ 294,420	\$ 294,420
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 294,420

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes

☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

[Click Here to Clear Form](#)

[Click Here to Print](#)

City of Stillwater Civil Engineering Services Task Order Agreement

Owner: City of Stillwater
Engineer: Benham Design, LLC

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and
Issued and Published Jointly

by



Copyright © 2008 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794

TABLE OF CONTENTS

Page

ARTICLE 1 – SERVICES OF ENGINEER	1
1.01 Scope	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES.....	2
2.01 General	2
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES.....	2
3.01 Commencement	2
3.02 Time for Completion	2
ARTICLE 4 – INVOICES AND PAYMENTS	3
4.01 Invoices	3
4.02 Payments	3
ARTICLE 5 – OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost	3
5.02 Opinions of Total Project Costs	4
ARTICLE 6 – GENERAL CONSIDERATIONS	4
6.01 Standards of Performance	4
6.02 Design Without Construction Phase Services	5
6.03 Use of Documents	6
6.04 Insurance	7
6.05 Suspension and Termination	8
6.06 Controlling Law	9
6.07 Successors, Assigns, and Beneficiaries.....	9
6.08 Dispute Resolution.....	10
6.09 Environmental Condition of Site.....	10
6.10 Indemnification and Mutual Waiver	11
6.11 Miscellaneous Provisions	12
ARTICLE 7 – DEFINITIONS.....	13
7.01 Defined Terms	13
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS	16
8.01 Exhibits Included:	16
8.02 Total Agreement:	17
8.03 Designated Representatives:.....	17
8.04 Engineer's Certifications:.....	17

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____, 20 ____ (“Effective Date”) between **CITY OF STILLWATER** (“Owner”) and **BENHAM DESIGN, LLC** (“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 projects identified in the Fiscal Year 2025 Pavement Management Program (FY25 PMP), 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, losses and expenses arising out of or resulting from Engineer's failure to complete said task..

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

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

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished

by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date of each Task Order, Owner shall provide to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. 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 applicable Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of such Task Order. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- G. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- H. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree in each Task Order to use other general conditions.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- J. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- M. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during

construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

- A. All drawings, raw data files, tracings, plans, computations, specifications, maps and other documents prepared or obtained under this contract shall become the sole property of Owner and shall be delivered to Owner without restriction on future use. Engineer shall retain in its files all original drawings, specifications and all other pertinent information for the work. Engineer shall have no liability for changes made to the drawings, specifications, and other documents by other engineers after completion of the contract. Owner shall require that any such change be sealed, dated, and signed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified. Engineer shall not release any hardcopies or electronic files, native or pdf, prepared or obtained under this contract to any third party without prior written consent of Owner.
- B. Either party to this Agreement may rely on that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. ~~Engineer grants Owner a limited license to~~ may use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation

of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) for the purposes of this Agreement and limited specifically to the relationship between Owner and Engineer, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from being 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~~ other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. ~~Owner and Engineer shall each deliver to the Owner~~ 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 or if Owner has not paid Engineer in accordance with 4.02B. of this Agreement.
- 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 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 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 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 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 third party claims, costs, losses, and damages arising out of or relating to the Project, Agreement and any Task Order, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. ~~*Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~
- C. ~~*Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.~~

- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. ~~*Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.~~
- F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the Amendment.
- G. *Access to Engineers Accounting Records:* Engineer will maintain accounting records, in accordance with generally accepted accounting principles. These records will be available to Owner during Engineer's normal business hours for a period of one year after Engineer's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative "r "PR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Task Order* – A document executed by Owner and Engineer, including amendments if any, stating the project description, clarifications to scope of services, Engineer's compensation, times for performance of services and other relevant information for a Project.
33. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
34. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits and Attachments Included:*

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

- K. Exhibit K, Suggest Format of Amendment to Owner-Engineer Agreement. As Issued.
- L. Exhibit L, Suggested Format of Task Order. As Issued.
- M. Exhibit L-01, Task Order 1: Roadway Rehabilitation of the following streets as described and shown in Task Order 1 Scope and Appendix A Project Map of Task Order 1 dated _____.

8.02 *Total Agreement:*

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

8.03 *Designated Representatives:*

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

8.04 *Engineer's Certifications:*

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

<this space is intentionally blank>

[This page left intentionally blank]

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

Owner:

City of Stillwater

By: _____

Title: Brady Moore, Interim City Manager

Date _____

Signed: _____

Engineer:

Benham Design, LLC

By: Adam West

Title: Adam West PE, SE, Senior Vice President

Date _____

Signed: 11-12-24

Engineer License or Firm's
Certificate No.

C.A.7569

State of: Oklahoma

Address for giving notices:

City of Stillwater, Engineering
PO Box 1449
Stillwater, OK 74076-1449

Designated Representative (Paragraph 8.03.A):

Candy Staring

Title: Director

Phone Number: (405) 742-8203

Facsimile Number: _____

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

Address for giving notices:

Benham Design, LLC
15 West 6th Street, Suite 900
Tulsa, Oklahoma 74119

Designated Representative (Paragraph 8.03.A):

Adam West PE, SE,

Title: Senior Vice President

Phone Number: (918) 599-4227

Facsimile Number: _____

E-Mail adam.west@benham.com
Address: _____

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

Kimberly Carnley, City Attorney

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

Engineer's Services

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

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

All services shall be performed in compliance with City of Stillwater, ODEQ and ODOT standards. As a part of the following basic services, the ENGINEER shall provide and coordinate as generally described the following:

- Geotechnical Services and Coordination
- Survey Services and Coordination
- Subsurface Utility Engineering Services and Coordination (Levels A through C, as necessary)
- Design Services (including Geometric, Site Grading, Drainage, Bridge & Structural (as necessary), Surfacing, Public Utility Relocation Design (as necessary) and other Miscellaneous Design)
- Private Utility Relocation Services and Coordination
- Right-of-Way Services (including Document Research, Preparation of Legal Instruments, One-Time Staking, Acquisition, etc.) and Coordination
- Cultural and Environmental studies and related permitting
- Government/Regulatory Agency Coordination and Permitting
- Construction Administration Services
- Project Management/Administrative Services
- Programmatic Planning Services for future years

Services are more specifically described as follows:

A1.01 PROJECT MANAGEMENT/ADMINISTRATIVE DUTIES: ENGINEER shall be responsible to perform the following tasks, which are considered subsidiary to the Work, throughout the course of the PROJECT:

- A. Meet with the OWNER in a Pre-Design Conference to identify design criteria, codes, requirements and other critical design features of the Project such as preferred alignment as well as project schedule and milestone dates. All designs shall meet current City of Stillwater

codes, regulations and design criteria as found in the latest versions of the Design and Construction Standards, Land Development Code, City Ordinances and Comprehensive Plan.

- B. Review OWNER Design AND Construction Standards as well as Standard Details and identify which, if any, exceptions to the Standards are warranted. If necessary, suggest modifications to a Standards including replacement or deletion.
- C. Coordinate, organize, schedule and conduct all necessary meetings and conferences including preparing the agenda, creating a meeting summary and all follow-on services such as meeting summary distribution, comments incorporation, action item completion tracking or other identified needs.
- D. Document all meetings, conferences, coordination, phone conversations, etc., and send documentation to OWNER within three (3) calendar days.
- E. Provide OWNER with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
- F. Meet with the OWNER to discuss review comments on each phase of the Project and incorporate appropriate comments into following phase.
- G. Prepare monthly status and Project tracking reports.
- H. Provide management services to drive continuous progress of the overall Project through all phases of the Work.
- I. Prepare all documentation required for City approval process (i.e., council reports, power point presentations, memos, correspondence, etc.). Present to City staff and Council as required (i.e., council meetings, design workshops and other miscellaneous meetings).
- J. Prepare all contract documents (for bidding, construction, design, and amendments including subconsultants as required) and facilitate execution as required.
- K. Provide archives of all correspondence and Project data for appropriate documentation of the Project.
- L. Manage staff and any subconsultants through all phases of the Project until construction is complete, and the Project is closed out.
- M. If multiple bid packages are required, group projects in a manner to minimize the number of bid packages and contracts.
- N. Evaluate cost savings approaches to meet budget requirements and achieve lowest overall project costs.
- O. Schedule work to achieve the shortest reasonable time frame for completion of the Project.
- P. Incorporate quality in all phases of services.
- Q. Provide quality assurance/quality control throughout the design phase to meet OWNER's requirements.

A1.02 CONCEPTUAL DESIGN PHASE: Upon receiving written Notice to Proceed, the ENGINEER shall perform the following tasks in accordance with the schedule provided in Exhibit L/Attachment B for appropriate Task Order:

- A. With OWNER input, establish Project goals and alignments for design project (including roadways, storm sewers, sanitary sewers and water lines as required).
- B. Provide a land survey for design purposes.
 - 1. Establish horizontal and vertical control necessary for the design and construction of the Project including the establishment of reference points and benchmarks at Project termini and at interim points along the Project by setting monuments (such as PK nails), at distances no greater than 500 feet between monuments and at offset locations sufficient as to not be disturbed during construction, throughout the Project.

2. Conduct all necessary field surveys, including topographical, boundary, and aerial surveys, required, to locate features as necessary for the design of the Project.
 3. Research and field-verify to the fullest extents possible identified according to S.U.E. level "C" the horizontal and vertical locations of all public and private utilities within the Project boundary, which may be in conflict with the Project and include in base survey along with all pertinent utility easements. It is incumbent upon ENGINEER to determine if further investigation is necessary (S.U.E. Levels "B" and "A") and advise OWNER of such need.
 4. As S.U.E. Level "B" and "A" services are required, provide field survey of all uncovered utilities (including horizontal and vertical location, description, material, size, etc.) and incorporate in topographic survey utilized for design purposes.
 5. Determine and include all existing right-of-way and easements.
 6. Prepare and submit proposed right-of-way and easement documents for said Project as defined in Paragraph A1.02.M below.
 7. Submit one (1) drawing on electronic media (AutoCAD 2018 or newer) and one (1) PDF file of the final survey.
- C. Evaluate conditions and capacities of existing systems and develop conceptual plans/alternatives for proposed improvements.
- Roadway
 - Stormwater/Drainage (as required)
 - Sanitary Sewer (as required)
 - Water (as required)
- D. Perform stream/bridge hydraulics analysis and develop conceptual plan, and alternatives as needed for bridge improvements. Services include:
1. Hydraulic calculations and modeling for affected creeks with channel improvements to accommodate the bridge.
 2. Determine conceptual span and height arrangement and roadway profile grade.
 3. Establish bridge configuration to accommodate no-rise conditions.
 4. Prepare General Plan and Elevation for Bridge.
 5. Prepare a Hydraulic Report summarizing the findings.
- E. A Section 404 Permit from the U.S. Army Corps of Engineers (USACE) Tulsa District is anticipated for the bridge crossing and shall begin during the Planning and Conceptual Design Phase.
1. Prepare exhibits and hold a pre-consultation meeting with the USACE to determine which type of permit is required of the three (3) types: Nationwide Permits, General Permits (for which standard 401 Certifications have been issued by DEQ), and Individual Permits, which require a separate 401 certification from DEQ. The CITY shall be responsible for the application and all associated fees.
 2. shall be responsible for the application and all associated fees.
 3. Services required for obtaining the individual 404 Permit include:
 - a. Preparation of application
 - b. A jurisdictional waters and wetlands evaluation resulting in a waters and wetlands report
 - c. Threatened and Endangered Species Habitat Assessment for coordination with US Fish and Wildlife Service
 - d. Swallow assessment
 - e. A Section 404 Clean Water Act Permit is required from the US Army Corps of Engineers (USACE) for any projects involving temporary or permanent fill in jurisdictional waters or wetlands.

- f. A 401 Water Quality Certification is required from Oklahoma Department of Environmental Quality (DEQ) to accompany the 404 Permit.
- 4. Services for mitigation, if required, will be provided under separate AGREEMENT.
- F. Coordinate with utility companies to provide adequate relocation corridors as necessary. Provide conceptual design plans to all utility companies electronically (i.e., pdf or CADD files as required) at submittal of conceptual design plans.
- G. If necessary, identify right-of-way required to accommodate construction of Project and necessary utility relocation.
- H. Begin coordination with and provide all necessary services to obtain approvals and/or permits from various governmental and regulatory agencies (i.e. USACOE, FEMA, ODEQ, USFWS, SHPO, OCC, Tribal entities, etc.) as required.
- I. Submit six (6) bound sets of half-size prints, one (1) set of drawings on electronic media (AutoCAD 2018 or newer version), one (1) PDF file of the Conceptual design, and conceptual opinion of probable construction cost.
- J. The Conceptual Design Phase submittal shall include:
 - Land Survey
 - Hydraulic Report (if required)
 - Various Studies and Reports (i.e., Threatened and Endangered Species Assessments, Jurisdictional Waters and Wetlands, Cultural Resources, etc.) began (if required)
 - Title Sheet
 - Typical Sections
 - Right-of-Way Map and Data (Existing Right-of-Way)
 - Survey Data Sheet
 - Plan and Profiles
 - General Plan and Elevation (if required)
 - Bridge Typical Section (if required)
 - Construction Sequence for Bridge (if required)
 - Proposed Public Utility Relocation Plan and Profiles (Water, Sanitary Sewer, etc., if required)
 - Cross sections
 - Conceptual opinion of probable construction cost using 20% contingency
- K. Attend a meeting with the OWNER to review the Conceptual Design Phase submittal and provide meeting minutes.
- L. After completion of Conceptual Design Phase review meeting and upon approval by OWNER, conduct all necessary geotechnical investigations and submit report of recommendations to the OWNER for:
 - Existing pavement and subsurface conditions
 - Proposed pavement sub-grade treatment
 - Proposed pavement section
 - Fill recommendations (if required)
 - Proposed foundation design (if required)
- M. After completion of Conceptual Design Phase review meeting and upon approval by OWNER, prepare RIGHT-OF-WAY DESIGN as required.
 - 1. Prepare right-of-way and easement instruments in both Microsoft Word and PDF formats along with closure reports based upon the comments received from the conceptual design review and coordination with utility companies. Instruments shall provide sufficient room to accommodate utility relocations and other construction activities.
 - 2. Prepare Right-of-Way map/plan sheet(s).
 - 3. Procure and provide Property Reports on unplatted properties and properties which

- contain less than required right-of-way/easements necessary for construction of the Project.
4. Submit, prior to completion of the Preliminary Design Phase, three (3) bound sets of half-size plan sheets and one (1) set of legal instruments in both Microsoft Word and PDF formats, indicating right-of-way and easement documents for the Project final taking/acquisitions requirements.
 5. Provide one time only right-of-way staking services for parcels as defined in Task Orders. (assumed for initial estimating purposes).
- N. ENGINEER'S services under the Conceptual Design Phase will be considered complete on the date when the submittals required by Paragraph A1.02.J above have been delivered to and accepted by the OWNER.

A1.03 PRELIMINARY DESIGN PHASE: Following approval of the Conceptual Design, The ENGINEER shall perform the following tasks in accordance with the schedule provided in Exhibit L/Attachment B for appropriate Task Order:

- A. Address comments provided by OWNER from Conceptual Design Phase.
- B. Upon approval by OWNER, incorporate geotechnical investigation recommendations in design plans.
- C. Conduct all necessary design functions to complete the Preliminary Design plans including:
 1. Roadway geometric layout and design
 2. Drainage analysis and design (in accordance with City of Stillwater Design and Construction Standards and Stormwater Quality and Management Ordinance Chapter 35)
 3. Perform preliminary bridge layout and design as well as miscellaneous preliminary structural design (if required)
 4. Sanitary Sewer (if required)
 5. Water (if required)
- D. Attend one (1) public meeting and provide any figures, displays, or media required for use in the public meeting.
- E. Conduct preliminary coordination with private and public utility companies.
 1. Meet with utility companies and OWNER to conduct coordination for relocation of utility facilities and services in conflict with the Project and request relocation plans/proposals from private utility companies.
 2. Review relocation plans and proposals submitted by private utilities, and provide comments and recommendations prior to OWNER approval and execution of the relocation plans. Obtain releases for non-relocated facilities.
 3. Provide preliminary design plans to all utility companies electronically (i.e., PDF or CADD files as required).
- F. Prepare preliminary special provisions.
- G. Prepare preliminary quantity estimate.
- H. Provide all necessary services for acquisition of right-of-way and easements required for construction of the Project.
- I. Complete coordination with and obtain approvals and/or permits from various governmental and regulatory agencies (i.e. USACOE, FEMA, ODEQ, USFWS, SHPO, OCC, Tribal entities, etc.) as required.
- J. Submit six (6) bound sets of half-size prints, one (1) set of drawings on electronic media (AutoCAD 2018 or newer), one (1) PDF file, and one (1) set of full-size prints (if required) of the Preliminary plans.

- K. The Preliminary Design Phase submittal shall include:
- Geotechnical Investigation Report
 - Various Studies and Reports (i.e. Threatened and Endangered Species Assessments, Jurisdictional Waters and Wetlands, Cultural Resources, etc.) (completed if required)
 - Title Sheet
 - Pay Quantities and Pay Item/General Notes
 - Typical Sections
 - Right-of-Way Map and Data
 - Proposed Drainage Area Map and Drainage data
 - Survey Data Sheet
 - Plan and Profiles
 - General Plan and Elevation (if required)
 - Bridge Typical Section (if required)
 - Bridge Details (if required)
 - Construction Sequence for Bridge (if required)
 - Proposed Public Utility Relocation Plan and Profiles (Water, Sanitary Sewer, etc., if required)
 - Special Details
 - Cross Sections
 - Preliminary opinion of probable construction cost using 15% contingency
- L. Attend a meeting with the OWNER to review the Preliminary Design Phase submittal and provide meeting minutes.
- M. ENGINEER'S services under the Preliminary Design Phase will be considered complete on the date when the submittals required by Paragraph A.1.03.K above have been delivered to and accepted by the OWNER.

A1.04 FINAL DESIGN PHASE: Following approval of the Preliminary Design, the ENGINEER shall perform the following tasks in accordance with the schedule provided in Exhibit L/Attachment B for appropriate Task Order:

- A. Address comments provided by OWNER from Preliminary Design Phase.
- B. Conduct all necessary design functions required to complete the Final Design plans including:
- Roadway geometric layout and design.
 - Drainage analysis and design (in accordance with City of Stillwater Design and Construction Standards and Stormwater Quality and Management Ordinance Chapter 35).
 - Perform final bridge layout and design as well as miscellaneous final structural design (if required).
 - Sanitary Sewer (if required)
 - Water (if required)
- C. Finalize utility relocation coordination and verify all affected utilities have been relocated as necessary.
- D. Finalize acquisitions of all right-of-way and easements necessary for Project construction.
- E. Finalize coordination with various governmental and regulatory agencies and verify required approvals/permits are obtained.
- F. Prepare final quantity estimates.
- G. Prepare Contract proposals in units compatible with OWNER requirements.
- H. Submit six (6) bound sets of half-size prints of final construction plans, one (1) bound set of full-size prints (if required) of final construction plans, three (3) sets of final construction

contract bid documents, one (1) PDF file and three (3) sets of half-size prints of final utility relocation plans, if required, to the OWNER for distribution and review.

- I. The Final Design Phase submittal shall include:
 - Structural Design Calculations
 - Title Sheet
 - Pay Quantities and Pay Item/General Notes
 - Typical Sections
 - Quantity and Miscellaneous Summaries
 - Summary of Drainage Structures (as needed)
 - Storm Water Management Plan (SWP3)
 - Project Drainage Area Map
 - Right-of-Way Map and Data
 - Survey Data Sheet
 - Plan and Profiles
 - Waterline Relocation Sheets (as necessary)
 - Sanitary Sewer Relocation Sheets (as necessary)
 - Intersection Details (tie-in to intersection plans by others)
 - Miscellaneous/Special Details Sheet(s) (as needed)
 - General Plan and Elevation (if required)
 - Bridge Typical Section (if required)
 - Bridge Details (if required)
 - Construction Sequence for Bridge (if required)
 - Riprap Details
 - Signing and Striping
 - Construction Sequencing/Traffic Control
 - Cross Sections
 - Standard Construction Drawings
 - Special Provisions and Specifications (as needed)
 - Final opinion of probable construction cost using 10% contingency
- J. Attend a meeting with the OWNER to review the Final Design Phase submittal and provide meeting minutes.
- K. Incorporate final review comments and furnish one (1) complete set of full-size drawings and contract documents, three (3) half-size sets of final drawings, one (1) set of final drawings in pdf format and electronic media (AutoCAD 2018 or newer), one (1) master set of final construction contract documents, specifications, and special provisions for bidding purposes on electronic media in both Microsoft Word and PDF formats and paper.
- L. Provide final design plans to all utility companies electronically (i.e., PDF or CADD files as required).
- M. ENGINEER'S services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.04.I above have been delivered to and accepted by the OWNER.

A1.05 BIDDING AND NEGOTIATING PHASE: After acceptance by OWNER of the most recent opinion of probable construction cost and the Final Design Phase plans, and upon written authorization by OWNER to proceed, ENGINEER shall perform the following tasks in accordance with the schedule provided in Exhibit L/attachment B for appropriate Task Order:

- A. Prepare all construction contract documents (i.e., plans, agreement, general conditions, supplementary conditions, special provisions, notice to bidders, instructions to bidders, bonds,

technical specifications, bid proposal, other bidding documents, etc.) for advertisement on Ionwave ([City of Stillwater \(ionwave.net\)](http://City of Stillwater (ionwave.net))) and assist in obtaining bids or proposals for the Work.

- B. Plan, prepare agenda, and conduct the Pre-Bid Meeting and provide information to OWNER and Bidders as appropriate to clarify, correct or change the bidding documents. Draft and submit any required Addenda to OWNER for review and comment before issuing to eligible bidders.
- C. Provide information or assistance needed by OWNER in the course of any negotiations with prospective contractors.
- D. 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.
- E. If bidding documents require, the ENGINEER shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders.
- F. Review received bid tabs, modify Ionwave itemized bid tabulation as necessary for alternates, and in consultation with City determine which Bidders to recommend to City Council for award of Construction Contracts.
- G. Prepare agenda item, council report and PowerPoint presentation for possible award. Assist OWNER in presentation to City Council/SUA meeting.
- H. Perform or provide the following additional Bidding and Negotiating Phase tasks or deliverables: None Identified.
- I. Prepare notice of awards to selected bidders, gather and verify adequacy of all appropriate documents from awarded contractor to compile final construction contract.
- J. Incorporate all addenda issued into a final set of conformed contract documents and provide required number of copies of conformed contract documents for execution. ENGINEER will facilitate and oversee execution of the contract by the awarded Contractor and OWNER.
- K. The Bidding and Negotiating Phase will be considered complete upon commencement of the Construction Administration Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this AGREEMENT).

A1.06 CONSTRUCTION ADMINISTRATION PHASE: ENGINEER is not granted the authority to direct the Contractor's Work or approve field or contract changes on behalf of the OWNER. Upon successful completion of the Bidding and Negotiating Phase and upon written authorization from OWNER to proceed with Construction Administration Phase, ENGINEER shall provide the following:

- A. Construction administrative and management services: After execution of the Construction Contract and through completion of Work, ENGINEER shall provide services which include, but are not limited to, the following:
 - 1. Coordinate, organize, schedule and conduct all Project meetings, including the Project Pre-Work meeting, conferences including preparing the agenda, facilitating the meetings, creating a meeting summary, and all follow-on services such as meeting summary distribution, comments incorporation, action item completion tracking or other identified needs.
 - 2. Provide project management services throughout the construction phase, including tracking, scheduling, reporting, correspondence, documentation, coordination, and other required services for project management.

3. Verify Contractor and Subcontractors have obtained the required permits before beginning Work.
 4. Coordinate with Engineering, Water Utilities, Public Works, and other City departments, (in advance and during the Project) to ensure the Project is constructed in conformance with the Project Plans and Contract Documents. This coordination includes, but is 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.); resident and business owner notifications (Work Starts Letters, Shutdown Notices, etc.); and any other Project and/or Contractor required Work items (refer to Contract Documents, OWNER Standards, OWNER SOPs, and all local, county, state, and federal rules and regulations).
 5. 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.
- B. Coordination and management of all 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.
- C. Schedules Management: Receive, review, and determine the acceptability of all schedules that Contractor is required to submit to ENGINEER, including but not limited to: Progress Schedules, Schedule of Submittals, and Schedule of Values.
- D. 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. ENGINEER shall also stake the proposed easements once after the 90% Submittal.
- E. 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 (not included), 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 (not included), 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 and immediately advise OWNER of any deviation from Contract Documents.
 2. The purpose of ENGINEER's visits to and representation by the Resident Project Representative (not included), if any, 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.

- F. Defective Work: Notify the OWNER immediately if, on the basis of ENGINEER's observations, ENGINEER believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- G. Clarifications and Interpretations; Field Orders: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER must have OWNER's approval for issuing field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- H. Claims by Contractor: ENGINEER shall review and make recommendations on all claims by Contractor, including, but not limited to, delays, differing site conditions and requests for additional time and/or compensation. ENGINEER shall obtain approval from OWNER prior to issuance of recommendations regarding any/all claims.
- I. Change Orders and Work Change Directives: Recommend change orders and work change directives to OWNER, as appropriate. ENGINEER shall obtain approval from OWNER prior to issuance of recommendations regarding any/all claims, work change directives and change orders. Identify best solution (considering price, schedule, constructability, state statutes, etc.) for required changes to ENGINEER's plans, prepare all required documents (exhibits, attachments, figures, reports, etc.) to support the Change Order. All changes recommended by ENGINEER shall incorporate and be based upon all design factors and Project decisions made including modeling, sizing, locations, survey data, all utility locations, land acquisitions, geotechnical data, standards, regulations, and any other appropriate factors. Prepare Draft and Final Reports and PowerPoint slides to support OWNER's Project Manager for presentations to City Council/SUA. Attend City Council and/or SUA Meetings, as necessary, to support the Project, and be prepared to defend Project decisions and progress during the CC or SUA Meetings.
- J. Shop Drawings, Samples, Submittals and other Data: Review and approve or take other appropriate action in respect to Shop Drawings, Samples, Submittals and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a

functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. ENGINEER shall meet the Contractor's submittal schedule that ENGINEER has accepted.

- K. Tests and Inspections: ENGINEER shall review all plans for testing and test results for conformance with the Contract Documents. ENGINEER shall notify the OWNER and Contractor if any test results do not conform with the Contract Documents and, with the OWNER's approval, shall advise the Contractor if any rework is necessary to meet the Contract Documents.
- K. Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor but subject to the provisions of the OWNER/ENGINEER AGREEMENT.
- L. 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 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).
 - 2. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this AGREEMENT and the Contract Documents. Neither ENGINEER's review of Contractor's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, material, 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.

3. Provide assistance and support with documentation and preparation of OWNER's response to Contractor regarding its application for payment.

- M. 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 and other data approved as provided in OWNER/ENGINEER AGREEMENT, and transmit the annotated record documents which are to be assembled by Contractor in accordance with Contract Documents to obtain final payment. The extent of such review by ENGINEER will be limited as provided in the OWNER/ENGINEER AGREEMENT.
- N. 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. After obtaining OWNER's approval and if ENGINEER considers the Work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.
- O. Final Acceptability of the Work: Conduct a final visit to the Project to determine, in conjunction with the OWNER, if the completed Work of Contractor is acceptable. If deficiencies in the Work are found, ENGINEER shall create and distribute a final punch-list, which has been reviewed and approved by the OWNER in advance, to the Contractor.
- P. Duration of Construction Administration Phase: The Construction Administration Phase will commence with the execution of the first Construction Contract for The Project or any part thereof and will terminate upon final payment to Contractors. Subject to the provisions of Article 3, ENGINEER may be entitled to an 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. Such adjustment shall be based on the schedules provided in Exhibit C.
- Q. 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.

A1.07 POST CONSTRUCTION PHASE: Upon successful completion of the Construction Phase and upon written authorization from OWNER to proceed, ENGINEER shall provide the following:

- A. Together with OWNER, visit the Project 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.
 - B. Provide record drawings reflecting all field changes and final quantities. Submittals shall include two (2) full-sized reproducible prints, one (1) AutoCAD format file, one (1) full-sized PDF file, and one (1) true half-sized PDF file. Submittal should also include electronic files conforming to the OWNER's requirements listed in Appendix C to Exhibit A.
1. 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.

2. 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.
- C. Provide to OWNER all Project documentation in electronic format organized into folders as specified by OWNER.
- D. Provide OWNER with a Contractor evaluation report using the OWNER's template.
- E. Approximately sixty (60) days prior to the expiration of the warranty period, perform a warranty inspection to observe any apparent defect in the work and facilitate, with the contractor, correction of the defective work.

PART 2 – ADDITIONAL SERVICES

A2.01 **ADDITIONAL SERVICES (REQUIRING OWNER'S WRITTEN AUTHORIZATION):** If authorized in writing by OWNER, ENGINEER shall furnish, or obtain from others, Additional Services of the types listed below:

- A. 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.
- B. Services resulting from OWNER's request to evaluate additional Conceptual Design Phase alternative solutions beyond those identified in Paragraph A1.02.C.
- C. Providing construction surveys and staking to enable Contractor to perform its Work other than as required under Paragraph A1.02.M.5, 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.
- D. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

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, constructability review, Project Representative (PR), inspections, and construction materials testing,.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

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

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

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

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

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

1. An amount equal to Engineer’s Direct Labor Costs (referred to in and part of the Agreement between Owner and Engineer for Professional Services Article 8.01), times a factor of 3.1639 for the services of Engineer’s personnel engaged on the Program, plus Reimbursable Expenses.
2. Engineer’s Reimbursable Expenses and Hourly Rate Schedule is attached to this Exhibit C as Appendix 1.
3. The total compensation for services under Paragraph C2.01 is estimated as summarized in each Task Order Exhibit. The initial Task Order 01, Exhibit L-01, is based on the following distribution of compensation:

a. Task Order 01, Exhibit L-01	<u>\$267,650.00</u> Not to Exceed
1) Conceptual Design Phase	\$124,921.00 Lump Sum,
2) Preliminary Design Phase	\$ 32,856.00 Lump Sum
3) Final Design Phase	\$ 38,688.00 Lump Sum
4) Bidding and Negotiating Phase	\$ 21,595.00 Lump Sum
5) Construction Administration Phase	\$ 42,725.00 Time and Materials
6) Post Construction Phase	\$ 6,865.00 Lump Sum

4. Engineer may, upon written approval by Owner, alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See C2.03.C.2 below.
5. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3, incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant's charges, to include estimated annual escalation of Direct Labor Costs.
6. The portion of the amounts billed for Engineer's services which are related to services rendered on a Direct Labor Costs times a Factor basis will be billed based on the applicable Direct Labor Costs for the cumulative hours charged to the Project by Engineer's principals and employees multiplied by the above-designated factor, plus Reimbursable Expenses and Engineer's Consultant's charges incurred during the billing period.
7. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits.
8. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as labor rates change to reflect equitable changes to the compensation payable to Engineer. The first adjustment will occur no earlier than one (1) year after the effective date of this agreement. Annual salary escalation is limited to 3% per year. On an individual basis, Owner may consider escalation above 3% based on promotions or other individual factors of the Engineer's Direct Labor Costs.

C2.02 *Compensation for Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; ~~providing and maintaining field office facilities including furnishings and utilities;~~ toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.05 (5% increase).

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

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.05 (5% increase).
- B. Factors: The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 - 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
 - 3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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
- c. Commercial 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 Commercial 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:

City of Stillwater

By: _____

By: _____

Title: _____

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:

By: City of Stillwater

By: _____

Name: Brady Moore

Title: Interim City Manager

ENGINEER:

By: Benham Design, LLC

By: _____

Name: Adam West PE, SE

Title: Senior Vice President

Engineer License or Firm's C.A. 7569
Certificate No. _____

State of: Oklahoma

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Candy Staring

Title: Director

PO Box 1449

Address: Stillwater, OK 74076-1449

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

Phone: (405) 742-8203

Fax: _____

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: Adam West PE, SE

Title: Senior Vice President

15 West 6th Street,
Suite 900

Address: Tulsa, OK 74119

E-Mail adam.west@benham.com
Address: _____

Phone: (918) 599-4227

Fax: _____

This is Task Order No. 01, consisting of 5 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: Stillwater FY 25 Pavement Management Program

B. Description: Engineering design and services during construction for the implementation of the FY 2025 pavement management program and planning for the FY 2026 pavement management program.

C. Project Scope: Roadway Rehabilitation of the following streets as described in the following table and shown in Appendix A Project Map. Anticipated scope will be verified and specific rehabilitation design determined in the course of engineering efforts.

Roadway	Begin	End	Anticipated Scope	Approx. Length (feet)
11th Avenue W.	Stanley St. S.	Adams St. S.	Surface rehabilitation	640
11th Avenue W.	Washington St. S.	Hester St. S.	Surface rehabilitation	735
16th Ave. W.	Country Club Rd. S.	Hillside St. S.	Surface and base rehabilitation	820
18th Ave. W.	Westridge St. S.	Fairfield Dr. S.	Surface rehabilitation	950
Hillside St. S.	19th Ave. W.	18th Ave. W.	Surface rehabilitation	190
Westridge St. S.	18th Ave. W.	16th Ave. W.	Surface and base rehabilitation	615
Hillside Ct. S.	16th Ave. W.	<i>South End</i>	Full depth reconstruction	370
Hillside St. S.	16th Ave. W.	18th Ave. W.	Surface rehabilitation	630
Black Oak Dr. S.	<i>Pavement Change</i>	24th Ave. W.	Full depth reconstruction	2335
24th Ave. W.	<i>DS@ 460E Emice S</i>	Countryside Dr. S.	Surface rehabilitation	735
Countryside Dr. S.	Pioneer Trails St. S.	24th Ave. W.	Surface rehabilitation	675
Miller Ave. W.	Knoblock St. N.	<i>Pavement Change</i>	Surface rehabilitation	475

D. Number of Construction Contracts

This Specific Task Order #1 is anticipated to be constructed under one construction contract.

2. Services of Engineer

Provide Basic Services per contract Exhibit A except modified to include only the following services

- Project Management/Administrative Services
- Geotechnical Services and Coordination
- Survey Services and Coordination
- Subsurface Utility Engineering (S.U.E.) Services and Coordination (Levels C and D)
- Roadway Design Services including: Geometric, Site Grading, Surface Drainage, and Roadway Surfacing.
- Private utility relocation coordination
- Design services for relocation of public utilities.
- Bidding and Construction Administration Services

The following Services are not anticipated, nor included in this Task Order and may be added via contract amendment if necessary:

- Design services for the relocation of private utilities.
- Traffic counts or analysis
- Utilities capacity analysis of: Storm sewer, sanitary sewer, and water utilities.
- Bridge Design and Bridge Hydraulics
- S.U.E. levels A or B
- Permitting such as 404 Permits, SWPPP or other governmental approvals other than Owner.
- Survey of work in construction or post construction As-built conditions surveys.

Deliverables shall be as listed within Exhibit A except the following are not anticipated, nor included and may be added via contract amendment if necessary:

- Reports: Hydraulic, Cultural, Environmental, Cultural, Threatened and Endangered Species, Wetlands or other Environmental Reports.
- Drainage Mapping
- Structural Design
- Bridge Plans and Details
- Private utility relocation plans

3. Owner's Responsibilities

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

Provide copy of current Pavement Condition Plan, Record drawing and plans (if available), City Atlas maps or GIS data.

4. Times for Rendering Services

Project Schedule for rendering services is included as an Attachment to this Exhibit.

5. Payments to Engineer

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

Task Order 01	\$267,650.00
Conceptual Design Phase	\$124,921.00 Lump Sum,
Design Labor	\$61,909.00
Direct Expenses	\$117.00
Geotechnical Engineering	\$28,500.00
Survey	\$31,400.00
 Preliminary Design Phase	 \$ 32,856.00 Lump Sum
Final Design Phase	\$ 38,688.00 Lump Sum
Bidding and Negotiation Phase	\$ 21,595.00 Lump Sum
Construction Administration Phase	\$ 42,725.00 Time and Materials
Post Construction Services Phase	\$ 6,865.00 Lump Sum

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

6. Consultants:

Geotechnical Engineering (Terracon):

- Existing pavement and subsurface conditions. Proposed pavement sub-grade treatment(s). Proposed pavement section(s). Detailed scope provided via Attachment C.

Land Survey (ParkHill): Scope as specified in Exhibit A Section A1.02 (B) with the following clarifications:

- Determine existing Right-of-way and easements only for roads that are programmed as full reconstruction.
- S.U.E. Levels "A" and "B" are excluded.
- Detailed scope provided via Attachment D.

Right-of_Way Acquisition Services: (Pinnacle):

- Scope as specified in Section A1.02 M, H, and D
- Detailed scope provided via Attachment E

7. Other Modifications to Agreement:

None

8. Attachments:

- A. Project Fee Schedule,
- B. Project Schedule
- C. Terracon Geotechnical Investigation Fee Proposal,
- D. ParkHill Survey Fee Proposal
- E. Pinnacle Right-of-Way Fee Proposal

9. Documents Incorporated By Reference:

None.

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: City of Stillwater

By: _____

Name: Brady Moore

Title: Interim City Manager

ENGINEER:

By: Benham Design, LLC

By: 

Name: Adam West PE, SE

Title: Senior Vice President

Engineer License or Firm's Certificate No. C.A. 7569

State of: Oklahoma

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Candy Staring

Title: Director

PO Box 1449

Address: Stillwater, OK 74076-1449

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

Phone: (405) 742-8203

Fax: _____

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: Adam West PE, SE

Title: Senior Vice President

15 West 6th Street,
Suite 900

Address: Tulsa, OK 74119

E-Mail adam.west@benham.com
Address: _____

Phone: (918) 599-4227

Fax: _____

Classification of Employee / Estimated Hours	Project Manager	Sr. Civil Engineer	Civil Engineer	Jr. Engineer / Senior Technician	CADD Technician	Admin Assist	HOURS	Total Direct Labor (Raw)	Total
	\$89.62	\$74.55	\$59.66	\$47.34	\$38.90	\$37.03			
CONCEPTUAL DESIGN PHASE							407		\$124,921
LABOR	10	8	81	147	161	0	407	\$19,567	\$61,909
PROJECT SET UP & ADMINISTRATION							25	\$1,592	\$5,037
PROJECT SET UP	1		1	1			3	\$197	
FIELD VERIFY SURVEY			8	8			16	\$856	
INVOICE & PROGRESS REPORTS	4						4	\$359	
COORDINATION WITH SUBCONSULTANTS (2)	2						2	\$180	
WORKPLAN & SCHEDULE							0	\$0	
CONCEPTUAL DRAINAGE DESIGN							0	\$0	\$0
STORMWATER/DRAINAGE DESIGN							0	\$0	
HYDRAULICS ANALYSIS							0	\$0	\$0
STREAM/BRIDGE HYDRAULICS ANALYSIS							0	\$0	
HYDRAULIC REPORT							0	\$0	
FEMA PERMITTING							0	\$0	
ENVIRONMENTAL SERVICES							0	\$0	\$0
USACE SECTION 404 PERMIT							0	\$0	
SUBSURFACE UTILITY ENGINEERING							18	\$1,012	\$3,202
ATLAS INTEGRATION				4			4	\$190	
UTILITY CONFLICT LIST			4	6			10	\$523	
UTILITY COORDINATION		4					4	\$299	
MISC PLANS							20	\$968	\$3,063
TITLE SHEET			1		2		3	\$138	
TYPICAL SECTIONS			2	4	4		10	\$465	
PAVEMENT DESIGN - COORDINATE	1						1	\$90	
MISCELLANEOUS DETAILS			2		4		6	\$275	
GEOMETRIC & SURVEY DATA							8	\$329	\$1,041
GEOMETRIC DATA SHEETS				1	2		3	\$126	
SURVEY DATA SHEET				1	4		5	\$203	
RIGHT OF WAY - EXISTING							0	\$0	\$0
TITLE REPORTS - ORGANIZE & COORDINATE							0	\$0	
RIGHT OF WAY MAP							0	\$0	
OWNERSHIP LIST							0	\$0	
REHAB / RECONSTRUCTION SCHEDULE & PLANS							114	\$4,866	\$15,396
INCORPORATE SURVEY					2		2	\$78	
ATLAS INTEGRATION			2		4		6	\$275	
REHAB / RECONSTRUCTION SCHEDULE				2	4		6	\$251	
HORIZONTAL ALIGNMENTS			4				4	\$239	
PROPOSED PAVEMENT			2	2	8		12	\$526	
SIDEWALKS							0	\$0	
ADA ACCESS & COMPLIANCE							0	\$0	
DRIVEWAYS				6	6		12	\$518	
LIMITS OF CONSTRUCTION			2	4	8		14	\$620	
EXISTING UTILITIES				4			4	\$190	
EXIST RIGHT OF WAY					6		6	\$234	
PROPOSED RIGHT OF WAY							0	\$0	
SHEET PRODUCTION				8	40		48	\$1,935	

Classification of Employee / Estimated Hours	Project Manager	Sr. Civil Engineer	Civil Engineer	Jr. Engineer / Senior Technician	CADD Technician	Admin Assist	HOURS	Total Direct Labor (Raw)	Total
	\$89.62	\$74.55	\$59.66	\$47.34	\$38.90	\$37.03			
REHAB / RECONSTRUCTION PROFILES							82	\$3,875	\$12,260
EXISTING SURFACE PROFILE			4	2	4		10	\$489	
PROPOSED PROFILE			8	8	4		20	\$1,012	
EXISTING UTILITIES			4		8		12	\$550	
PROFILE GRID ELEVATIONS				4	4		8	\$345	
SHEET PRODUCTION			8	8	16		32	\$1,479	
SURFACE / CROSS SECTIONS							86	\$4,079	\$12,906
EXISTING SURFACE				8			8	\$379	
EXISTING UTILITIES				4			4	\$190	
EXISTING RIGHT OF WAY				4			4	\$190	
TEMPLATES				8			8	\$379	
PROPOSED SURFACE & SUBGRADE			4	12			16	\$807	
GENERATE CROSS SECTIONS			2	8			10	\$499	
DRAIN CROSS SECTIONS			4	4			8	\$428	
DRIVEWAYS			2		8		10	\$431	
PROPOSED RIGHT OF WAY							0	\$0	
SHEET PRODUCTION			2	4	12		18	\$776	
CONCEPTUAL WATERLINE							20	\$954	\$3,018
WATERLINE DESIGN			2	4			6	\$309	
WATERLINE - PLAN & PROFILES			2		8		10	\$431	
EXISTING UTILITIES							0	\$0	
METER LISTINGS							0	\$0	
WATERLINE - QUANTITIES SUMMARIES & NOTES			2	2			4	\$214	
WATERLINE - DETAILS							0	\$0	
WATERLINE - CROSS SECTIONS							0	\$0	
WATERLINE - ROADWAY PLAN & PROFILES							0	\$0	
CONCEPTUAL SANITARY SEWER							0	\$0	\$0
SANITARY SEWER DESIGN							0	\$0	
SANITARY SEWER - PLAN & PROFILES							0	\$0	
EXISTING UTILITIES							0	\$0	
SANITARY SEWER - QUANTITIES SUMMARIES & NOTES							0	\$0	
SANITARY SEWER - DETAILS							0	\$0	
SANITARY SEWER - CROSS SECTIONS							0	\$0	
SANITARY SEWER - ROADWAY PLAN & PROFILES							0	\$0	
SHEET REFERENCING & PLOT							3	\$117	\$370
SHEET NUMBERS & REFERENCES					1		1	\$39	
PLOT CONCEPTUAL PLAN SUBMITTAL					2		2	\$78	
CONCEPTUAL COST ESTIMATE							21	\$1,057	\$3,344
QUANTITIES			4	12			16	\$807	
CONCEPTUAL COST ESTIMATE			1	4			5	\$250	
QUALITY CONTROL REVIEW							3	\$239	\$756
QA/QC (1 Review)	1	2					3	\$239	
SHEET REFERENCING & PLOT							0	\$0	\$0
SHEET NUMBERS & REFERENCES							0	\$0	
PLOT PRELIMINARY PLAN SUBMITTAL							0	\$0	
SUBSURFACE UTILITY ENGINEERING							0	\$0	\$0
CONFIRM COT ATLAS AGAINST SURVEY							0	\$0	
UTILITY CONFLICT LIST							0	\$0	
UTILITY COORDINATION							0	\$0	

Project Fee Schedule
FY25 PMP | TASK ORDER 01

November 6, 2024

Classification of Employee / Estimated Hours	Project Manager	Sr. Civil Engineer	Civil Engineer	Jr. Engineer / Senior Technician	CADD Technician	Admin Assist	HOURS	Total Direct Labor (Raw)	Total
	\$89.62	\$74.55	\$59.66	\$47.34	\$38.90	\$37.03			
QUALITY CONTROL REVIEW							0	\$0	\$0
QA/QC							0	\$0	
MEETINGS							7	\$479	\$1,516
ATTEND KICK OFF MEETING (1 Max)	1	1	1				3	\$224	
ATTEND PLAN REVIEW MEETING (1 Max)		1	1				2	\$135	
ATTEND PROGRESS MEETINGS (0)							0	\$0	
AGENDA & MEETING MINUTES (3 Max)			2				2	\$120	
DIRECT PROJECT EXPENSES (NON-PAYROLL COSTS)								\$117	\$117
REPRODUCTION								\$117	\$117
Conceptual Plan Submittal								\$117	\$117
Right of Way Submittal								\$0	\$0
DIRECT PROJECT EXPENSES - SUBCONTRACTS (NON-PAYROLL COSTS)								\$62,895	\$62,895
SUBCONTRACTOR				5.0%					
SURVEY								\$32,970	\$32,970
Land Survey			\$31,400	\$1,570				\$32,970	\$32,970
RIGHT OF WAY								\$0	\$0
ROW and Easement Instruments (Per Parcel)		\$1,000	\$0	\$0				\$0	\$0
ROW Map/Plan Sheets (Per Parcel)		\$1,500	\$0	\$0				\$0	\$0
GEOTECHNICAL INVESTIGATIONS								\$29,925	\$29,925
Pavement Design			\$28,500	\$1,425				\$29,925	\$29,925
PRELIMINARY DESIGN PHASE							214		\$32,856
LABOR	11	3	36	71	93	0	214	\$10,346	\$32,734
PROJECT ADMINISTRATION							6	\$539	\$1,705
INVOICE & PROGRESS REPORTS	4						4	\$359	
MISCELLANEOUS CORRESPONDENCE	2						2	\$180	
PRELIMINARY PLAN PRODUCTION							34	\$1,525	\$4,825
CONCEPTUAL REVIEW REVISIONS			4	12	16		32	\$1,430	
CHECKLISTS				2			2	\$95	
RIGHT OF WAY - EXISTING							0	\$0	\$0
TITLE REPORTS - ORGANIZE & COORDINATE							0	\$0	
RIGHT OF WAY MAP							0	\$0	
OWNERSHIP LIST							0	\$0	
RIGHT OF WAY REVISIONS / COORDINATION							0	\$0	\$0
REVISE RIGHT OF WAY							0	\$0	
RIGHT OF WAY COORDINATION							0	\$0	
REHAB / RECONSTRUCTION SCHEDULE & PLANS							44	\$1,922	\$6,081
PROPOSED PAVEMENT			2	2	4		8	\$370	
SIDEWALKS							0	\$0	
ADA ACCESS & COMPLIANCE							0	\$0	
DRIVEWAYS			1	2	6		9	\$388	
LIMITS OF CONSTRUCTION			1	2	6		9	\$388	
PROPOSED RIGHT OF WAY							0	\$0	
SHEET PRODUCTION			2	4	12		18	\$776	
REHAB / RECONSTRUCTION PROFILES							36	\$1,603	\$5,072
PROPOSED PROFILE			2	6	4		12	\$559	
PROFILE GRID ELEVATIONS				2	2		4	\$173	
SHEET PRODUCTION			2	6	12		20	\$871	

Project Fee Schedule
FY25 PMP | TASK ORDER 01

November 6, 2024

Classification of Employee / Estimated Hours	Project Manager	Sr. Civil Engineer	Civil Engineer	Jr. Engineer / Senior Technician	CADD Technician	Admin Assist	HOURS	Total Direct Labor (Raw)	Total
	\$89.62	\$74.55	\$59.66	\$47.34	\$38.90	\$37.03			
DRAINAGE							0	\$0	\$0
STORM SEWER DESIGN							0	\$0	
DRAINAGE AREA MAP							0	\$0	
STORM SEWER PROFILES							0	\$0	
STORM SEWER - ROADWAY PLAN & PROFILES							0	\$0	
STORM SEWER - CROSS SECTIONS							0	\$0	
STORM SEWER - WATER LINE PLAN & PROFILES							0	\$0	
DRAINAGE SUMMARIES							0	\$0	
DRAINAGE STRUCTURES (PRELIMINARY)							0	\$0	
SURFACE / CROSS SECTIONS							32	\$1,396	\$4,417
RETAINING WALLS							0	\$0	
UPDATE SURFACE				4	4		8	\$345	
EARTHWORK VOLUMES				4	8		12	\$501	
SHEET PRODUCTION			4		8		12	\$550	
WATERLINE							16	\$715	\$2,262
WATERLINE DESIGN							0	\$0	
WATERLINE - PLAN & PROFILES							0	\$0	
METER LISTINGS							0	\$0	
WATERLINE - QUANTITIES SUMMARIES & NOTES			2	2			4	\$214	
WATERLINE - DETAILS							0	\$0	
WATERLINE - CROSS SECTIONS							0	\$0	
WATERLINE - ROADWAY PLAN & PROFILES							0	\$0	
WATERLINE - REVIEW COMMENTS & REVISIONS				4	8		12	\$501	
SANITARY SEWER							0	\$0	\$0
SANITARY SEWER DESIGN							0	\$0	
SANITARY SEWER - PLAN & PROFILES							0	\$0	
SANITARY SEWER - QUANTITIES SUMMARIES & NOTES							0	\$0	
SANITARY SEWER - DETAILS							0	\$0	
SANITARY SEWER - CROSS SECTIONS							0	\$0	
SANITARY SEWER - ROADWAY PLAN & PROFILES							0	\$0	
SANITARY SEWER - REVIEW COMMENTS & REVISIONS							0	\$0	
REMOVAL PLANS							0	\$0	\$0
REMOVAL PLANS							0	\$0	
PRELIMINARY CONSTRUCTION SEQUENCE							0	\$0	\$0
PRELIMINARY CONSTRUCTION SEQUENCE							0	\$0	
SHEET REFERENCING & PLOT							4	\$165	\$522
SHEET NUMBERS & REFERENCES				1	1		2	\$87	
PLOT PRELIMINARY PLAN SUBMITTAL					2		2	\$78	
PRELIMINARY COST ESTIMATE							22	\$1,141	\$3,610
QUANTITIES			4	10			14	\$713	
PAY ITEMS, NOTES AND COST ESTIMATE			4	4			8	\$428	
SUBSURFACE UTILITY ENGINEERING							6	\$339	\$1,073
UTILITY COORDINATION	1		1	4			6	\$339	
QUALITY CONTROL REVIEW							3	\$239	\$756
QA/QC (1 Review)	1	2					3	\$239	
MEETINGS							11	\$762	\$2,411
ATTEND PLAN REVIEW MEETING (1 Max)	1	1	1				3	\$224	
ATTEND PROGRESS MEETINGS (2 Max)	2		2				4	\$299	
AGENDA & MEETING MINUTES (3 Max)			4				4	\$239	

Classification of Employee / Estimated Hours	Project Manager	Sr. Civil Engineer	Civil Engineer	Jr. Engineer / Senior Technician	CADD Technician	Admin Assist	HOURS	Total Direct Labor (Raw)	Total
	\$89.62	\$74.55	\$59.66	\$47.34	\$38.90	\$37.03			
DIRECT PROJECT EXPENSES (NON-PAYROLL COSTS)								\$122	\$122
REPRODUCTION								\$122	\$122
Preliminary Plan Submittal								\$122	\$122
DIRECT PROJECT EXPENSES - SUBCONTRACTS (NON-PAYROLL COSTS)								\$0	\$0
SUBCONTRACTOR									
RIGHT OF WAY								\$0	\$0
Title Investigation (Per Parcel)		\$850	\$0	\$0				\$0	\$0
Appraisal (Per Parcel)		\$3,750	\$0	\$0				\$0	\$0
Appraisal Review (Per Parcel)		\$1,200	\$0	\$0				\$0	\$0
ROW Acquisition (Per Parcel)		\$5,500	\$0	\$0				\$0	\$0
FINAL DESIGN PHASE								243	\$38,688
LABOR	11	12	43	76	101	0	243	\$11,988	\$37,509
PROJECT ADMINISTRATION								6	\$539
INVOICE & PROGRESS REPORTS	4						4	\$359	
MISCELLANEOUS CORRESPONDENCE	2						2	\$180	
FINAL PLAN PRODUCTION								48	\$2,120
PRELIMINARY REVIEW REVISIONS			2	8	12		22	\$965	
FINAL REVIEW REVISIONS			2	8	12		22	\$965	
CHECKLISTS				4			4	\$190	
REHAB / RECONSTRUCTION SCHEDULE & PLANS								28	\$1,217
PROPOSED PAVEMENT				2	2		4	\$173	
SIDEWALKS							0	\$0	
ADA ACCESS & COMPLIANCE							0	\$0	
DRIVEWAYS			1	2	2		5	\$233	
LIMITS OF CONSTRUCTION			1	2	4		7	\$310	
PROPOSED RIGHT OF WAY							0	\$0	
SHEET PRODUCTION				4	8		12	\$501	
REHAB / RECONSTRUCTION PROFILES								9	\$406
PROPOSED PROFILE				2	2		4	\$173	
PROFILE GRID ELEVATIONS							0	\$0	
SHEET PRODUCTION			1	2	2		5	\$233	
DRAINAGE								0	\$0
STORM SEWER DESIGN							0	\$0	
DRAINAGE AREA MAP							0	\$0	
STORM SEWER PROFILES							0	\$0	
STORM SEWER - ROADWAY PLAN & PROFILES							0	\$0	
STORM SEWER - CROSS SECTIONS							0	\$0	
STORM SEWER - WATER LINE PLAN & PROFILES							0	\$0	
DRAINAGE SUMMARIES							0	\$0	
DRAINAGE STRUCTURES - DESIGN AND FINAL DETAILS							0	\$0	
WATERLINE								14	\$621
WATERLINE DESIGN							0	\$0	
WATERLINE - PLAN & PROFILES							0	\$0	
METER LISTINGS							0	\$0	
WATERLINE - QUANTITIES SUMMARIES & NOTES			2				2	\$120	
WATERLINE - DETAILS							0	\$0	
WATERLINE - CROSS SECTIONS							0	\$0	
WATERLINE - ROADWAY PLAN & PROFILES							0	\$0	
WATERLINE - REVIEW COMMENTS & REVISIONS				4	8		12	\$501	

Classification of Employee / Estimated Hours	Project Manager	Sr. Civil Engineer	Civil Engineer	Jr. Engineer / Senior Technician	CADD Technician	Admin Assist	HOURS	Total Direct Labor (Raw)	Total
	\$89.62	\$74.55	\$59.66	\$47.34	\$38.90	\$37.03			
SANITARY SEWER							0	\$0	\$0
SANITARY SEWER DESIGN							0	\$0	
SANITARY SEWER - PLAN & PROFILES							0	\$0	
SANITARY SEWER - QUANTITIES SUMMARIES & NOTES							0	\$0	
SANITARY SEWER - DETAILS							0	\$0	
SANITARY SEWER - CROSS SECTIONS							0	\$0	
SANITARY SEWER - ROADWAY PLAN & PROFILES							0	\$0	
SANITARY SEWER - REVIEW COMMENTS & REVISIONS							0	\$0	
REMOVAL PLANS							0	\$0	\$0
REMOVAL PLANS							0	\$0	
PAVEMENT MARKING & SIGNING							22	\$975	\$3,085
PAVEMENT MARKING				4	4		8	\$345	
PERMANENT SIGNING				4	4		8	\$345	
SUMMARIES				6			6	\$285	
INTERSECTION & DRIVEWAY DETAILS							10	\$473	\$1,497
INTERSECTION & DRIVEWAY DETAIL SHEETS			4		6		10	\$473	
JOINT LAYOUT PLANS							12	\$633	\$2,003
JOINT LAYOUT PLANS			8		4		12	\$633	
EROSION CONTROL PLANS & STORMWATER POLLUTION PREVENTION PLAN							13	\$549	\$1,737
EROSION CONTROL PLANS				4	6		10	\$423	
SWPPP PLAN SHEET				1	2		3	\$126	
REPORT							0	\$0	
SURFACE / CROSS SECTIONS							18	\$793	\$2,509
RETAINING WALLS							0	\$0	
UPDATE SURFACE				2	2		4	\$173	
EARTHWORK VOLUMES				4	4		8	\$345	
SHEET PRODUCTION			2		4		6	\$275	
CONSTRUCTION SEQUENCE & TRAFFIC CONTROL							12	\$550	\$1,740
CONSTRUCTION SEQUENCE & TRAFFIC CONTROL			4		8		12	\$550	
PAY ITEMS, NOTES, COST ESTIMATE							20	\$1,046	\$3,309
QUANTITIES			4	8			12	\$618	
PAY ITEMS, NOTES AND COST ESTIMATE			4	4			8	\$428	
SHEET REFERENCING & PLOT							6	\$243	\$769
SHEET NUMBERS & REFERENCES				1	1		2	\$87	
PLOT FINAL PLAN SUBMITTAL					2		2	\$78	
PLOT BID SUBMITTAL					2		2	\$78	
QUALITY CONTROL REVIEW							8	\$627	\$1,984
QA/QC (2 Reviews)	2	6					8	\$627	
RIGHT OF WAY REVISIONS / COORDINATION							0	\$0	\$0
							0	\$0	
							0	\$0	
MEETINGS							15	\$1,061	\$3,357
ATTEND PLAN REVIEW MEETING (1 Max)	1	1	1				3	\$224	
ATTEND PROGRESS MEETINGS (2 Max)		2	2				4	\$269	
AGENDA & MEETING MINUTES (3 Max)			4				4	\$239	
CITY COUNCIL MEETING & PRESENTATION	2	2					4	\$329	
SUBSURFACE UTILITY ENGINEERING							2	\$135	\$395
UTILITY CONFLICT LIST							0	\$0	
UTILITY COORDINATION		1	1				2	\$135	

Classification of Employee / Estimated Hours	Project Manager	Sr. Civil Engineer	Civil Engineer	Jr. Engineer / Senior Technician	CADD Technician	Admin Assist	HOURS	Total Direct Labor (Raw)	Total
	\$89.62	\$74.55	\$59.66	\$47.34	\$38.90	\$37.03			
DIRECT PROJECT EXPENSES (NON-PAYROLL COSTS)								\$1,178	\$1,178
MILEAGE								\$94	\$94
1 Trip Tulsa to Stillwater								\$94	\$94
REPRODUCTION								\$1,085	\$1,085
Final Plan Submittal								\$605	\$605
Bid Submittal								\$480	\$480
DIRECT PROJECT EXPENSES - SUBCONTRACTS (NON-PAYROLL COSTS)								\$0	\$0
SUBCONTRACTOR									
Right of Way								\$0	\$0
Right of Way Staking (Per Parcel)		\$1,500	\$0	\$0				\$0	\$0
BIDDING & NEGOTIATING PHASE								131	\$21,595
LABOR	10	12	25	15	4	65	131	\$6,561	\$20,759
CONTRACT DOCUMENTS, ADVERTISING, EXECUTION OF CONTRACTS							131	\$6,561	\$20,759
FRONT END DOCS, CONTRACT, BOND REQS, BID LETTER	1	3	6			24	34	\$1,560	
REVIEW CONSTRUCTION FORMS (RFIs, Pay apps)		2				5	7	\$335	
CREATE TRACKING LOGS(RFI log, Submittal log, change order log)	1	1				2	4	\$239	
PUBLIC ADVERTISEMENTS		1				4	5	\$223	
UPLOAD DOCS TO IONWAVE			2			2	4	\$194	
ENGINEER'S ESTIMATE							0	\$0	
CREATE BID TAB			1	2			3	\$155	
PREPAIR FOR PRE-BID MEETING (agenda, etc)	1	2	1			1	5	\$336	
CONDUCT PRE-BID MEETING AND MINUTES (at City Hall)	2		2			4	8	\$447	
BIDDER QUESTIONS, ADDENDA, APPROVALS		3	2	12		4	21	\$1,060	
REVIEW BID TABS, REVISE FOR ALTERNATES	1		3	1			5	\$316	
PRESENTATION/CITY COUNCIL MEETING - FOR AWARD	2		4			2	8	\$492	
GATHER CONTRACTS, REVIEW BONDS, FACILITATE EXECUTION OF CONTRACTS	1		2			16	19	\$802	
CONFORMED DRAWINGS			2		4		6	\$275	
NOTICE TO PROCEED	1					1	2	\$127	
DIRECT PROJECT EXPENSES (NON-PAYROLL COSTS)								\$837	\$837
MILEAGE								\$188	\$188
2 Trips -Tulsa to Stillwater								\$188	\$188
REPRODUCTION								\$649	\$649
Conformed Drawings								\$649	\$649
DIRECT PROJECT EXPENSES - SUBCONTRACTS (NON-PAYROLL COSTS)								\$0	\$0
								\$0	\$0
CONSTRUCTION ADMINISTRATION PHASE								220	\$42,725
LABOR	14	55	71	46	12	22	220	\$13,059	\$41,318
PRE-CONSTRUCTION							50	\$2,917	\$9,229
PREP-ATTEND PRE CONSTRUCTION MEETING	4		4			1	9	\$635	
PUBLIC CONSTRUCTION MEETING							0	\$0	
SHOP DRAWING, SCHEDULE AND SUBMITTAL REVIEW		2	12			4	18	\$1,014	
COLLECT AND VERIFY CONTRACTOR PERMITS			1			2	3	\$134	
COORDINATE WITH CITY ENG, UTIL, PUBLIC WORKS, TRANSIT		1	8				9	\$552	
COORDINATE FIELD ISSUES WITH PRIVATE AND FRANCHISE UTILITIES			2				2	\$120	
BUSINESS AND RESIDENCE "CITY NOTIFICATIONS"		1	4			4	9	\$462	

Project Fee Schedule
FY25 PMP | TASK ORDER 01

November 6, 2024

Classification of Employee / Estimated Hours	Project Manager	Sr. Civil Engineer	Civil Engineer	Jr. Engineer / Senior Technician	CADD Technician	Admin Assist	HOURS	Total Direct Labor (Raw)	Total
	\$89.62	\$74.55	\$59.66	\$47.34	\$38.90	\$37.03			
CONSTRUCTION							170	\$10,142	\$32,089
PROGRESS MEETINGS, MINUTES (monthly PM virtual PE onsite - 6 max)	2	6		6			14	\$911	
SITE VISITS, FIELD OBSERVATIONS/REPORTS (8 visits)		8		24		4	36	\$1,881	
PAY APPLICATIONS (monthly)		3	8				11	\$701	
PROGRESS SCHEDULE REVIEW (Initial)		2					2	\$150	
REVIEW CITY'S TEST RESULTS (monthly)		3	12				15	\$940	
COORDINATION - RFIs, ISSUES, INFORMAL CLARIFICATIONS		4	10		12		26	\$1,362	
CHANGE ORDER REVIEW		4	10				14	\$895	
CITY COUNCIL MEETINGS (DRAFT AGENDA, FINAL AGENDA, POWERPOINT) (3 times)	6	12					18	\$1,433	
COLLECT / VERIFY CONTRACTOR COMPLETION DOCUMENTS		3		4		4	11	\$562	
SUBSTANTIAL COMPLETION SITE VISIT AND CERTIFICATE		4		6		1	11	\$620	
FINAL ACCEPTANCE SITE VISIT	2	2		4		1	9	\$555	
FINAL PUNCH LIST				2		1	3	\$132	
DIRECT PROJECT EXPENSES (NON-PAYROLL COSTS)								\$1,407	\$1,407
MILEAGE								\$1,407	\$1,407
15 trips Tulsa to Stillwater								\$1,407	\$1,407
DIRECT PROJECT EXPENSES - SUBCONTRACTS (NON-PAYROLL COSTS)								\$0	\$0
SURVEY								\$0	\$0
								\$0	\$0
POST CONSTRUCTION PHASE							45		\$6,866
LABOR	2	0	10	0	30	3	45	\$2,057	\$6,508
GENERAL SERVICES							45	\$2,057	\$6,508
RECORD DRAWINGS REDLINE CLOUD FOR REVIEW	1		2		24		27	\$1,143	
RECORD DRAWINGS FINAL BLACK LINE			1		6		7	\$294	
COMPILE AND TRANSMIT PROJECT DOCUMENTS TO OWNER						2	2	\$75	
CONTRACTOR EVALUATION REPORT	1		1			1	3	\$187	
WARRANTY INSPECTION (60 days prior to expiry)			6				6	\$358	
DIRECT PROJECT EXPENSES (NON-PAYROLL COSTS)								\$358	\$358
MILEAGE								\$94	\$94
1 trip Tulsa to Stillwater								\$94	\$94
REPRODUCTION								\$264	\$264
Record Drawings								\$264	\$264
DIRECT PROJECT EXPENSES - SUBCONTRACTS (NON-PAYROLL COSTS)								\$0	\$0
								\$0	\$0
	58	90	266	355	401	90			

Classification of Employee / Estimated Hours	Project Manager	Sr. Civil Engineer	Civil Engineer	Jr. Engineer / Senior Technician	CADD Technician	Admin Assist	HOURS	Total Direct Labor (Raw)	Total
	\$89.62	\$74.55	\$59.66	\$47.34	\$38.90	\$37.03			

Summary of Contract Values

Phase	Total	Hours	Raw Labor	Labor	Expenses	Subcontract	
Contract Values	\$267,650	1,260	\$63,578	\$200,736	\$4,019	\$62,895	
CONCEPTUAL DESIGN PHASE	\$124,921	407	\$19,567	\$61,909	\$117	\$62,895	LUMP SUM
PRELIMINARY DESIGN PHASE	\$32,856	214	\$10,346	\$32,734	\$122	\$0	LUMP SUM
FINAL DESIGN PHASE	\$38,688	243	\$11,988	\$37,509	\$1,178	\$0	LUMP SUM
BIDDING & NEGOTIATING PHASE	\$21,595	131	\$6,561	\$20,759	\$837	\$0	LUMP SUM
CONSTRUCTION ADMINISTRATION PHASE	\$42,725	220	\$13,059	\$41,318	\$1,407	\$0	HOURLY + EXPENSES
POST CONSTRUCTION PHASE	\$6,866	45	\$2,057	\$6,508	\$358	\$0	LUMP SUM

AGREEMENT FOR

Engineering Services with

Benham Design, LLC

Project

FY25 PMP | TASK ORDER 01

DESCRIPTION OF WORK AND LOCATION:

Location 1 & 2 (see TO#1 map):

11th Ave W from Stanley St S to Adams St S | Surface Rehabilitation

11th Ave W from Washington St S to Hester St S | Surface Rehabilitation

Location 3 (see TO#1 map):

16th Ave W from Country Club Rd S to Hillside St S | Surface and Base Rehabilitation

18th Ave W from Westridge St S to Fairfield Dr S | Surface Rehabilitation

Hillside St S from 19th Ave W to 18th Ave W | Surface Rehabilitation

Westridge St S from 18th Ave W to 16th Ave W | Surface and Base Rehabilitation

Hillside Ct S from 16th Ave W to South Dead End | Full Depth Reconstruction

Hillside St S from 16th Ave W to 18th Ave W | Surface Rehabilitation

Location 4 (see TO#1 map):

Black Oak Dr S from Pavement Change North of 29th Ct W to 24th Ave W | Full Depth Reconstruction

24th Ave W from DS at 460 E Eunice St S to Countryside Dr S | Surface Rehabilitation

Countryside Dr S from Pioneer Trails St S to 24th Ave W | Surface Rehabilitation

Location 5 (see TO#1 map):

Miller Ave W from Knoblock St N to Pavement Change East of West St N | Surface and Base Rehabilitation

Location 1 & 2 (SEE TO#1 MAP)	\$291,000
Location 3 (SEE TO#1 MAP)	\$710,000
Location 4 (SEE TO#1 MAP)	\$1,008,000
Location 5 (SEE TO#1 MAP)	\$97,000
Total Budget	\$2,106,000

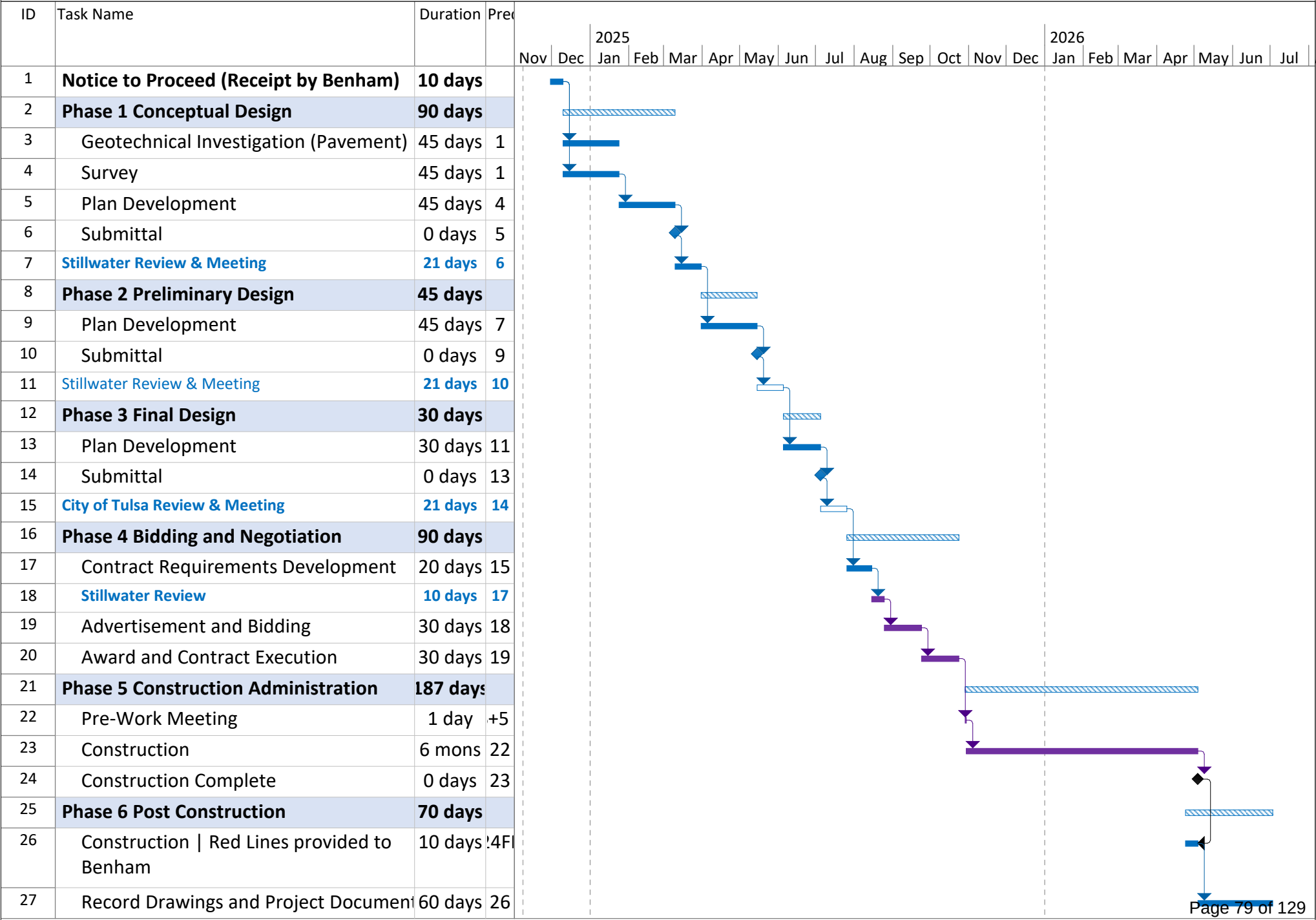
Construction Budget	\$1,838,350
---------------------	-------------

Total Design Cost	\$267,650
Raw Labor Cost	\$63,578
Overhead	187.63%
Profit	10.00%
Multiplier	3.1639
Labor Cost	\$200,736
Expenses	\$4,019
Subconsultant Fees	\$62,895
Total Design Cost / Total Budget	12.71%

Advertising Date	2025
------------------	------

Project Schedule

FY25 Pavement Management Program | Task Order 1
EXHIBIT L01 - ATTACHMENT B - PG. 1 OF 1



GENERAL SCOPE

The project extents for Task Order 1 are noted in the attached Program Map in Stillwater, Oklahoma. The purpose of the subsurface exploration is to provide data on the existing subgrade and existing pavement sections so the existing roadways are not damaged during rehabilitation activities.

SCOPE

Subsurface Exploration

Perform subsurface exploration to provide data on the existing subgrade and existing pavement sections so the existing roadways are not damaged during rehabilitation activities. Areas of high PI that may result in damage to the underlying pavement layers if pavement is milled are to be identified.

A total of seventeen (17) borings shall be drilled for this project, divided as follows:

Location #	Roadway	Begin		End	Surface Type	Length	# Borings
TASK ORDER 01							
1	11th Avenue W.	Stanley St. S.	to	Adams St. S.	AP	640 LF	1
2	11th Avenue W.	Washington St. S.	to	Hester St. S.	AP	735 LF	1
3	16th Ave. W.	Country Club Rd. S.	to	Hillside St. S.	ACP	820 LF	2
3	18th Ave. W.	Westridge St. S.	to	Fairfield Dr. S.	ACP	950 LF	2
3	Hillside St. S.	19th Ave. W.	to	18th Ave. W.	ACP	190 LF	1
3	Westridge St. S.	18th Ave. W.	to	16th Ave. W.	ACP	615 LF	1
3	Hillside Ct. S.	16th Ave. W.	to	<i>South End</i>	ACP	370 LF	1
3	Hillside St. S.	16th Ave. W.	to	18th Ave. W.	ACP	630 LF	1
4	Black Oak Dr. S.	<i>Pavement Change</i>	to	24th Ave. W.	AP	2335 LF	4
4	24th Ave. W.	<i>DS@ 460E Eunice St. S.</i>	to	Countryside Dr. S.	AP	735 LF	1
4	Countryside Dr. S.	Pioneer Trails St. S.	to	24th Ave. W.	AP	675 LF	1
5	Miller Ave. W.	Knoblock St. N.	to	<i>Pavement Change</i>	ACP	475 LF	1

The borings shall be spaced approximately 750' apart.

The borings shall be extended to a maximum depth of 5 feet below the top of the pavement surface.

Prior to drilling, the pavement shall be cored at the boring locations with a portable coring machine equipped with a diamond bit core barrel to measure the pavement thickness and evaluate the existing pavement type. After boring completion, the existing pavement shall be patched with a cold patch asphalt mix or sacked concrete patch to match the existing pavement.

2 split-barrel samples shall be obtained at each boring. The borings shall be drilled to the above depth or auger refusal, whichever occurs first.

Traffic control shall be included.

Geotechnical Investigation Scope

Laboratory Testing

Where applicable, water content and/or hand penetrometer tests shall be performed on split-barrel samples. Additionally, Atterberg limits and/or percent passing # 200 sieve (P-200) tests shall be performed on representative subgrade materials from select boring locations.

Engineering Analysis

After completing the field exploration and testing, a report shall be prepared by a Registered Professional Engineer. The report shall include a boring location diagram, boring logs with field and laboratory data, and pavement rehabilitation recommendations, relative to the subsurface conditions encountered in the borings.

Site Access

Items to be provided by the client include the right-of-entry to conduct the exploration and an awareness and/or location of any subsurface utilities existing in the area. Also, if there are any other restrictions or special requirements regarding the site or exploration, these should be known prior to commencing fieldwork.

Terracon shall provide layout of the borings and all boring locations shall be readily accessible to normal truck-mounted equipment. Distances from available reference features are generally measured using a tape and angles are estimated. The locations of the borings should be considered accurate only to the degree implied by these methods.

DELIVERABLES

Two copies and a PDF of the REPORT(S) shall be submitted to the following address:

Jared Podolny
Benham Design, LLC
15 West 6th Street, Suite 900
Tulsa, Oklahoma 74119
Jared.podolny@benham.com

All deliverables, including Invoices, shall reference:

FY 25 Pavement Management Program
City of Stillwater Project No. FY25 PMP – Task Order 1

PERFORMANCE SCHEDULE

The boring logs shall be submitted as PDFs upon completion of drilling.

The completed engineering report shall be submitted no later than 6 weeks from NTP.

COMPENSATION

Based on the above scope of services, we propose a lump-sum fee of \$28,500. This lump sum amount includes traffic control. This cost is based on only performing the Scope of Services described above.

October 4, 2024

Mr. Jared Podolny, PE
Lead Engineer - Civil
Benham
15 West 6th Street, Suite 900
Tulsa, OK 74119

RE: Proposal for Professional Services
Stillwater FY25 Pavement Management Program
Stillwater, OK

Dear Mr. Podolny:

Parkhill is pleased to have the opportunity to provide this Proposal for Surveying Services for the referenced Project.

PROJECT UNDERSTANDING

We understand that Benham was selected by the City of Stillwater to handle their Pavement Management Program for Fiscal Year 2025 and that the City is breaking the entire program into three design Task Orders.

Most of the Program work (especially TO 1 and 2) are surface rehabilitation projects that the City doesn't believe will require detailed Topographic Surveys. Benchmark and Survey Data for all Task Orders will be needed, but the Topographic Survey should be limited. Research for Rights-of-Way along subject street corridors will be performed via courthouse research. Surveyor makes no guarantee that the search is exhaustive, but a search of the county records will be performed. Any records provided to the surveyor will be shown on the report if plottable and the source of information will be noted. Utilities will be located within the topographic scope by combining above ground evidence with the results of a ticket request with the OKIE811 system. A minimum of 3 control monuments will be set for each of the 12 sites, spaced 500 feet along project corridors.

SCOPE OF SERVICES

Task Order 1

- Topographic Survey (limited curb to curb for patching and milling) majority of streets.
 - No Right-of-Way Survey required.
- Topographic Survey (right-of-way to right-of-way) – Hillside Court (16th Avenue west to south end) and Black Oak Drive South (Pavement change to 24th Avenue West).
- Right-of-Way Survey.

EXHIBIT L01 - ATTACHMENT D - PG. 1 OF 2
--

Services specifically excluded from our Scope of Services include, but are not limited to, the following:

- Subsurface Utility Engineering (SUE).

DELIVERABLES

Deliverables to include digital a CAD file containing the Survey information and a signed and sealed PDF Survey.

SCHEDULE

The Survey timeline will be coordinated with the appropriate Project Manager upon receipt of Notice to Proceed.

COMPENSATION

Our fee for the Scope of Services described above will be based on a lump sum amount of which is further outlined and explained below.

Task Order 1

Lump sum amount of \$31,400.00

Additionally, we will prepare parcel easement exhibits for a lump sum amount of \$1,855.00 per parcel (maximum 500-foot frontage) easement exhibit.

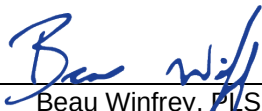
We appreciate the opportunity to provide Professional Services to you and look forward to the successful completion of your Project. If you have any questions, please do not hesitate to call us.

Sincerely,

PARKHILL

BENHAM

By


Beau Winfrey, PLS
Surveyor | Associate

Signature: _____

Name: _____

Title: _____

Date: _____

By


Kelly J. Henderson, PLS
Director of Surveying | Principal

BB/mcj

Enclosures: Attachment 1 – Program Map

Lipe, Todd

From: Aaron Adkins <aadkins@pinnaclegroup.biz>
Sent: Thursday, October 3, 2024 7:36 AM
To: Podolny, Jared P.
Cc: Erickson, Kristi L.; Lipe, Todd
Subject: RE: Right of Way Services RFP | City of Stillwater FY25 Pavement Management Program

You don't often get email from aadkins@pinnaclegroup.biz. [Learn why this is important](#)

External Email

Jared,

See below. Will this work or do you need something more formal?

Section A1.02.M

- Item 1: Prepare right-of-way and easement instruments.
 - \$1,000.00/parcel
 - 30 days (varies by volume of parcels).
- Items 2 - 4: Prepare right-of-Way map/plan sheets.
 - \$2,300.00/parcel
 - 45 days (varies by volume of parcels).
- Item 5: Right-of-way staking services.
 - \$1,500.00/parcel
 - 30 days after notice to property owner.

Section A1.03.H

- Acquisition of right-of-way and easements.
 - Title Investigation: \$850.00/parcel
 - Appraisal: \$3,750.00/parcel (only required if offer to owner exceeds \$10,000.00)
 - Appraisal Review: \$1,200.00/parcel (only required if offer to owner exceeds \$10,000.00)
 - R/W Acquisition: \$5,500.00/parcel
 - 60 days to 180 days.
 - Varies by volume of parcels and whether appraisals are required.

Section A1.04.D

- Finalize acquisitions of all right-of-way and easements.
 - Included in Section A1.03.H



Aaron Adkins, Senior Vice President
SR/WA, URAC, NAC, RAC
O: (405) 879-0600
C: (405) 640-8828
<https://pcmgi.com>
4516 N.W. 36th Street STE 100
Oklahoma City, OK 73122

EXHIBIT L01 - ATTACHMENT E - PG. 1 OF 1

10/30/2024 10:13:45 AM P:\FDB\1650-TUL\CV11400331_COT_MZ_7049\Design\CIV\MicroStation\Design\Stillwater_Location Map.dgn

Scope Map Location #	Roadway	Begin	End
1	11th Avenue W.	Stanley St. S.	Adams St. S.
2	11th Avenue W.	Washington St. S.	Hester St. S.
3	16th Ave. W.	Country Club Rd. S.	Hillside St. S.
3	18th Ave. W.	Westridge St. S.	Fairfield Dr. S.
3	Hillside St. S.	19th Ave. W.	18th Ave. W.
3	Westridge St. S.	18th Ave. W.	16th Ave. W.
3	Hillside Ct. S.	16th Ave. W.	South End
3	Hillside St. S.	16th Ave. W.	18th Ave. W.
4	Black Oak Dr. S.	Pavement Change	24th Ave. W.
4	24th Ave. W.	DS@ 460E Eunice S	Countryside Dr. S.
4	Countryside Dr. S.	Pioneer Trails St. S.	24th Ave. W.
5	Miller Ave. W.	Knoblock St. N.	Pavement Change

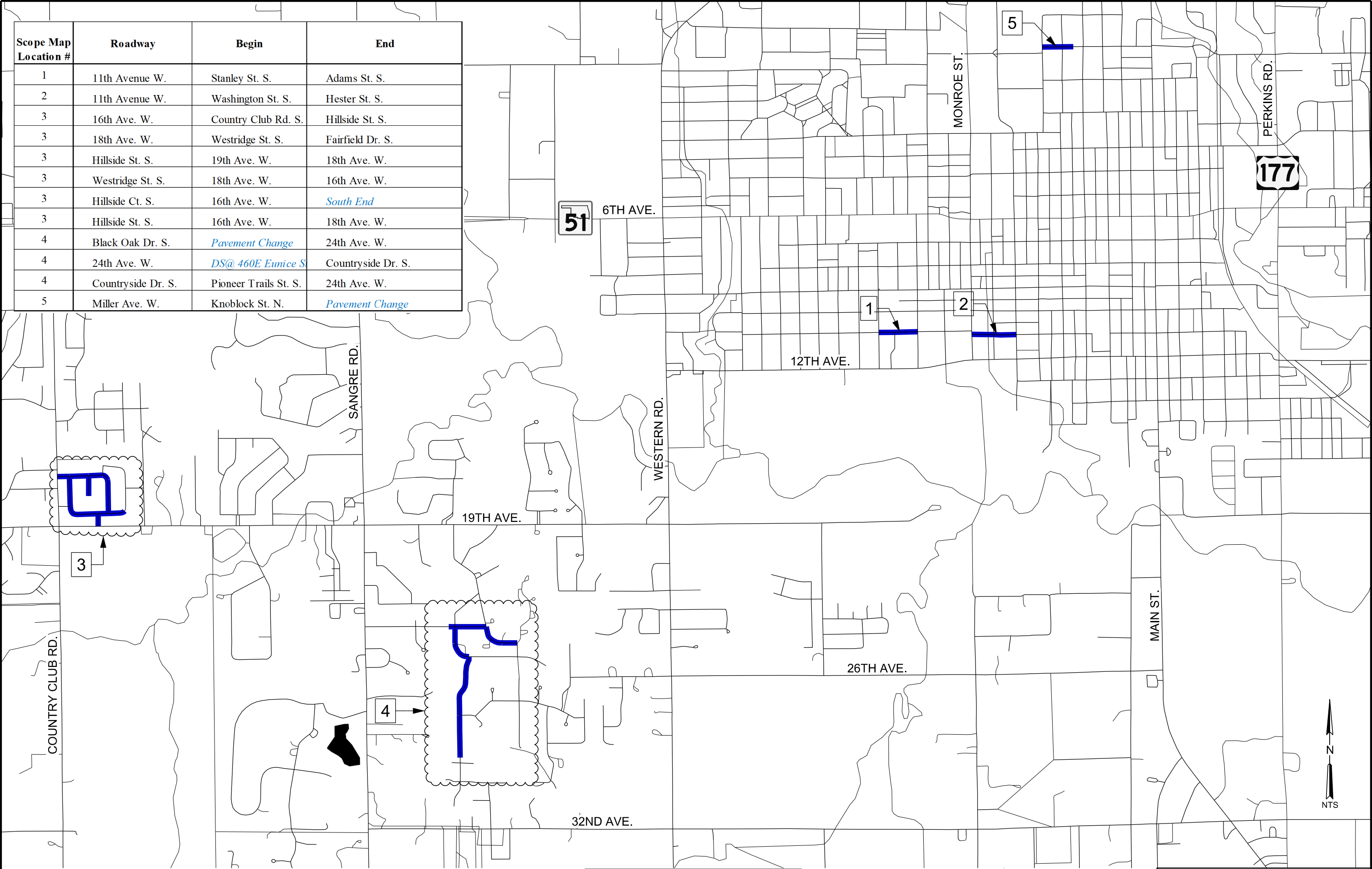


EXHIBIT L01 - APPENDIX A

TASK ORDER 1: LOCATION MAP

**CERTIFICATE OF SECRETARY
OF
BENHAM DESIGN, LLC**

This Certificate is being executed and delivered for the purpose of providing verification to the City of Stillwater that, Adam B. West, executing documents on behalf of Benham Design, LLC, (the "Company"), is duly authorized to bind the Company.

Therefore, I, Nancy A. Rhoads, hereby certify on behalf of Benham Design, LLC, a Delaware limited liability company (the "Company"), as follows:

- (i) That I am a duly elected Assistant Secretary of the Company;
- (ii) That the First Amended and Restated Operating Agreement of Benham Design, LLC, effective as of the 18th day of April, 2016, with Section 4.20 contained therein provides the following:

"The officers of the Company shall have such powers and duties in the management of the Company as may be prescribed by the Member or Board of Directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board of Directors."

- (iii) That signature authority for officers of the Company was adopted by the Board of Directors of the Company, effective the 18th day of April 2016, including the following resolution, which resolution has not been altered, amended, rescinded or repealed and remains in full force and effect:

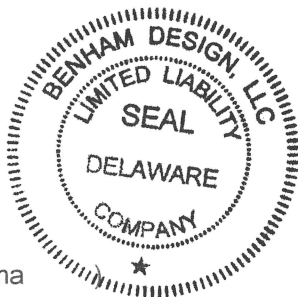
RESOLVED, that the following officers of the Company shall have the authority to sign contracts and other legal documents on behalf of the Company, exclusive of any financing arrangements between the Company and any bank or financial institution:

President	Executive Vice President
Senior Vice President	Vice President
Secretary	

- (iv) That Adam B. West was elected by the Board of Directors to serve as Senior Vice President of the Company, effective the 6th day of November 2017, which title and respective signature authority has not been rescinded and remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Company this 12th day of November 2024.

[company seal]



BENHAM DESIGN, LLC

By:


Nancy A. Rhoads
Assistant Secretary

State of Oklahoma
County of Tulsa)

This instrument was acknowledged before me on the 12th day of November 2024, by Nancy A. Rhoads as Assistant Secretary of Benham Design, LLC.

[Notary Seal]




Jerry Lee Garcia #20002642
Expiration Date: 03/04/2028

10/30/2024 10:13:45 AM P:\FDB\1650-TUL\CV11400331_COT_MZ 7049\Design\Working\CIVIL\MicroStation\Design\Stillwater_Location Map.dgn

Scope Map Location #	Roadway	Begin	End
1	11th Avenue W.	Stanley St. S.	Adams St. S.
2	11th Avenue W.	Washington St. S.	Hester St. S.
3	16th Ave. W.	Country Club Rd. S.	Hillside St. S.
3	18th Ave. W.	Westridge St. S.	Fairfield Dr. S.
3	Hillside St. S.	19th Ave. W.	18th Ave. W.
3	Westridge St. S.	18th Ave. W.	16th Ave. W.
3	Hillside Ct. S.	16th Ave. W.	South End
3	Hillside St. S.	16th Ave. W.	18th Ave. W.
4	Black Oak Dr. S.	Pavement Change	24th Ave. W.
4	24th Ave. W.	DS@ 460E Eunice S	Countryside Dr. S.
4	Countryside Dr. S.	Pioneer Trails St. S.	24th Ave. W.
5	Miller Ave. W.	Knoblock St. N.	Pavement Change

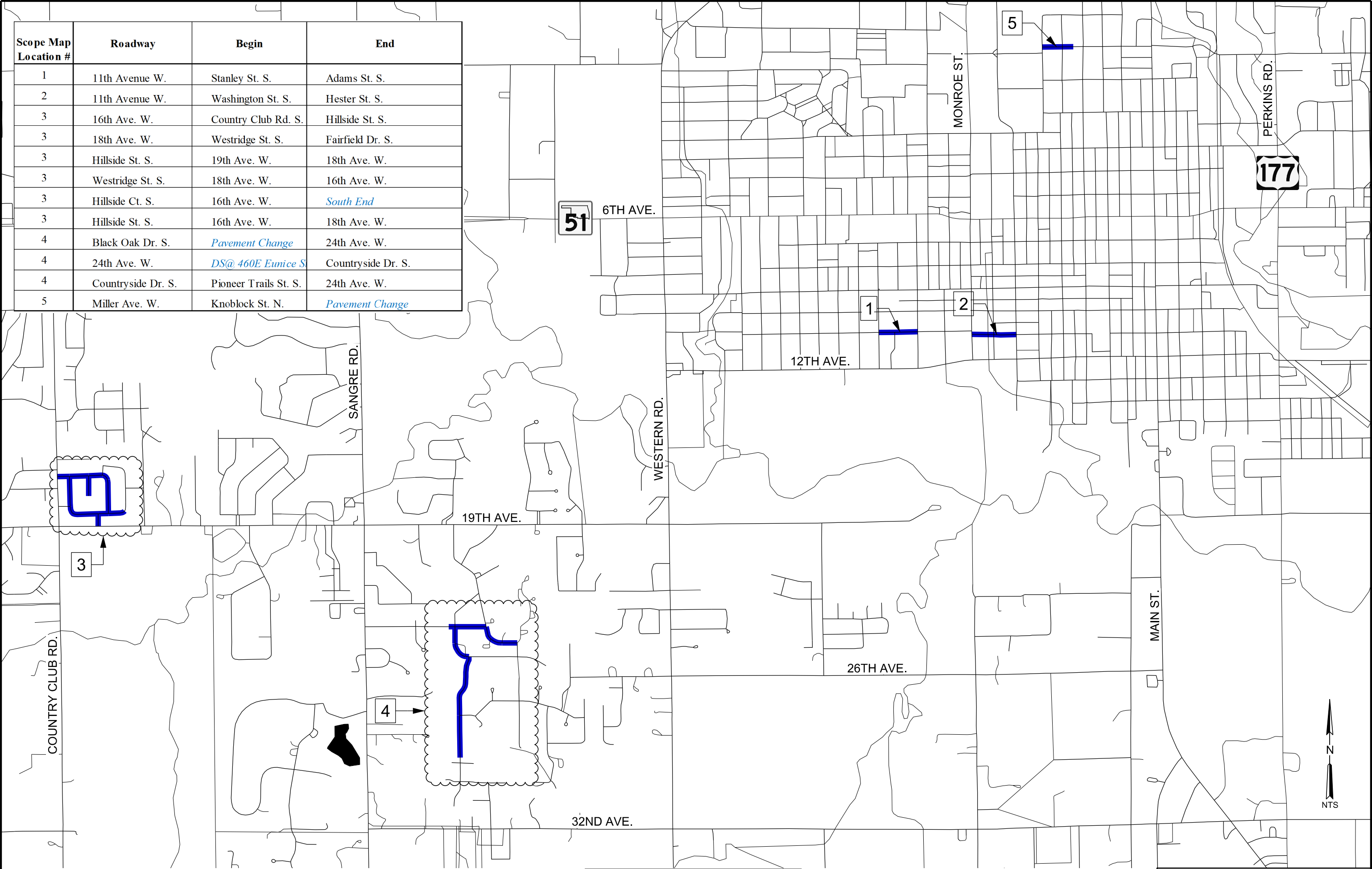


EXHIBIT L01 - APPENDIX A

REPORT TO: CITY COUNCIL

MEETING DATE: NOVEMBER 18, 2024



Agenda Item:	4.d. CC-24-130
Previous/Related Action:	
Background/Issue:	Our front-line fire engine at Fire Station 2 is a 2016 Ferrara Igniter. Due to the amount of calls this apparatus receives, it has suffered a total engine failure. Even though the drive train on this apparatus has the equivalent of 290,000 road miles, it still has considerable value, and replacing the motor is an investment in a vehicle that will be placed back into front-line service, and later moved to reserve status. The replacement motor is estimated to be \$88,000.
Proposal/Solution:	Replace the motor in Fire Engine 2.
Financial Source/Impact:	The cost is estimated to be a maximum of \$88,000 for a full motor replacement. The repair will be funded by the fire fund.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #3 SAFE COMMUNITY
Recommended Action/Motion:	Approve budget amendment to expend funds in the fire fund account to cover the costs associated with the engine replacement for Fire Engine 2 for a total of \$88,000.
Prepared By:	Terry Essary, Fire Chief
Reviewed By:	Terry Essary Teresa Kadavy
Submitted By:	Brady Moore, Interim City Manager

Attachments

1. BA Repair Fire Engine #2

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: 11/05/2024

Department: Fire

Requested by: Terry Essary

Explanation: Expenditures:
Appropriate funds for repair of fire engine. Repairs funded by Fire Fund.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Repair Vehicles	1606510 - 53018		\$ 10,000	\$ 88,000	\$ 98,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 88,000

Reviewed by Department Manager: [Signature]

Date: 11-5-24

Reviewed by Finance: [Signature]

Date: 11-5-24

Approved by CMO: _____

Date: _____

Approved by City Council: _____

Date: _____

☐ Yes

☐ No

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

REPORT TO: CITY COUNCIL

MEETING DATE: NOVEMBER 18, 2024



Agenda Item:	4.e. CC-24-131
Previous/Related Action:	
Background/Issue:	Vehicle and equipment parts are essential materials to keep vehicles and equipment maintained and repaired. The Fleet Division spends in excess of \$100,000 per year to maintain a large inventory of different vehicles and equipment. Amounts in excess of \$100,000 require a competitive bid and authorization to exceed this amount in annual expenditures.
Proposal/Solution:	A bid solicitation was advertised in the News Press and posted on the city's online bid portal. Bids were received as shown below and on the attached bid tabulation form: • O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts – Offering a discount of 41% off list price. Additionally, NAPA Auto Parts is currently on the statewide contract for Oklahoma (contract #SW0307A). Since these materials are ordered in various quantities as needed throughout the year, staff recommends awarding the bid to O'Reilly Automotive Stores, Inc., dba O'Reilly Auto Parts and authorizing the use of NAPA Auto Parts statewide contract #SW0307A. Staff will use each bid based on the lowest price and availability at the time the materials are needed.
Financial Source/Impact:	Funding for these materials is included in the FY25 budget and no additional appropriations are needed.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to award bid #45-2024 for vehicle and equipment parts to O'Reilly Automotive Store, Inc., dba O'Reilly Auto Parts, authorize purchase from NAPA Auto Parts statewide contract #SW0307A, authorize expenditures up to \$300,000 and authorize the City Manager to sign all related documents.
Prepared By:	Mark White, Public Works Dir.
Reviewed By:	Mark White Brady Moore Teresa Kadavy

Submitted By:

Brady Moore, Interim City Manager

Attachments

1. Purchase Agreement (1)
2. Bid Tabulation by Line Item

PURCHASE AGREEMENT

This PURCHASE AGREEMENT is between the City of Stillwater (Stillwater"), a municipal corporation, located at 723 S. Lewis / P.O. Box 1449, Stillwater, Oklahoma 74076, and:

O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts
(Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA) (the "Seller").

WITNESSETH:

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

Bid #45-2024 Vehicle Parts, Tools, Equipment

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

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

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

1. DOCUMENTS COMPRISING THE AGREEMENT.

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

2. PURCHASE AND SALE.

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

3. APPROXIMATE QUANTITIES.

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

4. IRREVOCABLE OFFER.

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

Goods and/or Services are provided at Seller's risk and Stillwater shall have no obligation to pay for any such Goods and/or Services.

5. TERM.

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

6. WARRANTIES.

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

7. WARRANTY REMEDIES.

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

8. SELLER BEARS RISK.

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

9. NO INDEMNIFICATION BY Stillwater.

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

10. INDEMNIFICATION BY SELLER.

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

11. NO INSURANCE BY Stillwater.

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

12. NO CONFIDENTIALITY.

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

13. NON-RESPONSIVE BIDS.

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

14. COMPLIANCE WITH LAWS.

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

15. TERMINATION.

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

16. PRICE CHANGES.

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

17. RIGHT TO AUDIT.

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

18. NOTICE.

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

- i. To Seller: Roanen Barron, Senior Bid Analyst

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

19. RELATIONSHIP OF PARTIES.

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

20. THIRD PARTIES.

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

21. TIME OF ESSENCE.

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

22. BINDING EFFECT.

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

23. HEADINGS.

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

24. SEVERABILITY PROVISIONS.

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

25. GOVERNING LAW AND VENUE.

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

26. NO WAIVER.

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

27. ENTIRE AGREEMENT / NO ASSIGNMENT.

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

28. MULTIPLE COUNTERPARTS.

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

29. INTERPRETIVE MATTERS AND DEFINITIONS.

The following interpretive matters shall be applicable to this Agreement:

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

30. EQUAL EMPLOYMENT OPPORTUNITY.

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

31. AUTHORITY TO BIND.

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

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

Seller Company Name: O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts

Sign Here ▶

Roanen Barron

ATTEST:

Printed Name: Roanen Barron

Title: Senior Bid Analyst

Corporate Secretary

Date: 10/28/2024

Company Name/Address [Please Print]	Address	City	State	Zip Code
O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts	233 S. Patterson Ave.	Springfield	MO	65802
(417) 829 - 5879	(417) 874 - 7250	probids@oreillyauto.com		
Telephone Number	Fax Number	Email Address		

**City of Stillwater, OKLAHOMA,
A municipal corporation,**

ATTEST:

By: _____
City Manager

Date: _____

City Clerk

APPROVED:

City Attorney

Pricing/Catalog

In place of printed price sheets, O'Reilly Auto Parts would like to use our on-line catalog lookup and ordering system, FirstCall Online. Below you will be provided with a brief set of instructions for the FirstCall Online website.

- 1) Please navigate your browser to www.firstcallonline.com
- 2) Log into the customer portal
- 3) From this point you can look up parts by application, interchange, etc.
- 4) For any technical assistance please call: 1-800-934-2451.

The catalog discount will be list price less 41% or better. The cost column will reflect the purchasing entity's price with all discounts.

The screenshot shows the FirstCall Online interface for a 2008 Ford F-150. The main section is titled 'Brake Rotor' and contains a table of parts. The table has columns for Description, List Price, Cost, Availability, and Quantity. The first part listed is 'Front BrakeBest® Select™ Drum/Rotor/Hub Brake Rotor' with a list price of \$149.14 and a cost of \$87.99. The second part is 'Front BrakeBest® Select™ Drum/Rotor/Hub Brake Rotor' with a list price of \$188.12 and a cost of \$110.99. The third part is 'Front BrakeBest® Select™ Drum/Rotor/Hub Brake Rotor' with a list price of \$93.20 and a cost of \$54.99. The fourth part is 'Front BrakeBest® Select™ Drum/Rotor/Hub Brake Rotor' with a list price of \$106.76 and a cost of \$62.99. The table also includes a 'Go To Quote' button at the bottom right.

Description	List	Cost	Availability	Quantity
Front BrakeBest® Select™ Drum/Rotor/Hub Brake Rotor BBR 680178RGS Front, Rear Wheel Drive, Contains Wheel Bearing, Requires New Spindle Nut, With 6 Stud Rotor 2 Year Limited Warranty Orders placed by an O'Reilly Team Member will NOT be directed to a store and Pricing and Availability will be Store 4031.	\$149.14 Each	\$87.99 Each	Store(2)	2 Add
Front BrakeBest® Select™ Drum/Rotor/Hub Brake Rotor BBR 680178RGS Front, Rear Wheel Drive, Contains Wheel Bearing, Requires New Spindle Nut, With 7 Stud Rotor 2 Year Limited Warranty Orders placed by an O'Reilly Team Member will NOT be directed to a store and Pricing and Availability will be Store 4031.	\$188.12 Each	\$110.99 Each	DC(2)	2 Add
Front BrakeBest® Select™ Drum/Rotor/Hub Brake Rotor BBR 680180RGS Front, 4 Wheel Drive, With 4 Mounting Holes 2 Year Limited Warranty Orders placed by an O'Reilly Team Member will NOT be directed to a store and Pricing and Availability will be Store 4031.	\$93.20 Each	\$54.99 Each	Store(2)	2 Add
Front BrakeBest® Select™ Drum/Rotor/Hub Brake Rotor BBR 680180RGS Front, 4 Wheel Drive, With 7 Mounting Holes 2 Year Limited Warranty Orders placed by an O'Reilly Team Member will NOT be directed to a store and Pricing and Availability will be Store 4031.	\$106.76 Each	\$62.99 Each	DC(2)	2 Add

Warranty

O'Reilly will pass through all available manufacturer's warranties. Because all O'Reilly store locations are corporately owned, warranty claims and replacements can be processed at any O'Reilly Auto Parts location. Warranty details are provided for each part in the online catalog.

Transportation Terms

Delivery and "hot shot" services available at no charge. Transportation terms shall be FOB Destination, shipped by O'Reilly company vehicle. In cases of factory order items, standard shipping rates will apply.

Payment Terms and Invoices

Standard terms for Prompt Payment Discount are 2% 10th, net 20 excluding credit card payments.

Distribution

Distribution will be made by a local O'Reilly Store location, by a company delivery truck.

Core Charges

Core pick-ups will occur as needed, hourly, daily, or weekly. O'Reilly will tailor the pick-up schedule to the needs of each agency. Cores will be credited on the same day they are received. Any core that is damaged or returned in an otherwise non-rebuildable condition will be billed to the customer at the manufacturer's listed core price.

Delivery Time

Normal delivery time for most stocked items is 1 hour. Non-stocked items are usually delivered the next business day. Emergency items usually follow the same guidelines, but are also handled on a case by case basis. Delivery is available only for locations within 10 miles of an O'Reilly location.

Return Policy

O'Reilly will return any item that was purchased through the contract for full credit that has been purchased in the last thirty days, and is unused, undamaged, in its original packaging and in resalable condition. Otherwise, a restocking fee of 20% may apply at Store Manager's discretion. All returns will be picked up within seven days of notification, by writing, fax, or email.



DEDICATED TO THE PROFESSIONAL

2024 LINE CARD UNMATCHED AVAILABILITY

- Premium brands covering the latest domestic and import applications
- Premium auto body refinishing materials
- Professional quality tools and equipment
- Fleet and heavy-duty parts and accessories
- Shop supplies, cleaners, lubricants, fluids, and more

Due to varying laws and regulations, some products may not be available in all market areas.

PARTS | PAINT & BODY | FLEET | TOOLS | CHEMICALS

MAKE US YOUR FIRST CALL
FOR ALL YOUR REPAIR NEEDS

QUALITY AUTO PARTS

Air Conditioning

Dorman Products	A/C Bypass Pulleys
Freon	R134a Refrigerant
Import Direct®	Blower Motors
	Compressors
Interdynamics	Oils & Refrigerants
Murray®	A/C Service Kits
	Accumulators
	Air Door Actuators
	Blower Motors
	Compressors
	Condensers
	Hose Assemblies
	Receiver/Driers
Opteon	1234yf Refrigerant
Standard	Relays & Resistors
Tracer Products	Leak Detection

Brakes

AGS	Brake Lines & Fittings
BrakeBest®	Brake Boosters
	Brake Cables
	Brake Calipers
	Brake Hardware
	Brake Hoses
	Brake Pads
	Caliper Brackets
	Heavy-Duty Brake Parts
	Heavy-Duty Brake Shoes
	Wheel Cylinders & Kits
BrakeBest Select®	Brake Drums
	Brake Pad Wear Sensors
	Brake Pads & Shoes
	Brake Rotors
	New Master Cylinders
	Brake Pads & Rotors
	Brake Pads & Rotors
	ABS Modules
	ABS Sensors & Tone Rings
	Motorcycle Brake Pads
	Motorcycle Brake Rotors
	Brake Pad Wear Sensors
	Brake Pads & Rotors
	MD/HD Drums
	ABS Sensors
	Performance/Specialty Brake Pads
	Performance/Specialty Brake Rotors
	OEx Brake Pads
	ThermoQuiet Brake Pads
BrakeBest Select Pro®	
Brembo	
Cardone	
Dorman Products	
EBC	
Import Direct®	
KIC	
Standard	
Raybestos	
Wagner	

Chassis

Dorman Products	Torsion Bars
Import Direct®	Chassis Parts
	Control Arms
	Steering
	Suspension
	Control Arms/Chassis Parts
MasterPro®	Chassis Parts
MOOG	Chassis Parts
Precision®	Control Arms
Specialty Products	Alignment Products

Cooling

Continental	Fan Motors
Dorman	Coolant Fluid Reservoirs
FLEX-A-LITE	Fans
Gates	Belts & Hoses
	Hydraulic Hose
	Fittings
Import Direct®	Blower Motors
	Cooling Fan Assemblies
	Fan Clutches
	Water Pump Kits
	Water Pumps
	Belts & Hoses
	Hose Clamps
MasterPro®	Water Pumps
	Belt Tensioners & Belts
	Blower Motors
	Cooling Fan Assemblies
	Fan Clutches
	Heater Cores
	Radiator Caps
	Radiators
	Thermostats
	Water Pump Kits
Murray®	Water Pumps

Driveline

Dorman Products	CV Boots
	Differential Covers
	Knuckle Hub Assemblies
	Transfer Case Motors
Import Direct®	Canister Purge Valves
	New CV Shafts
MasterPro®	Bearings
	Canister Purge Valves
	Hub Assemblies
	Seals
	U-Joints
	CV Shafts
Pioneer	Accelerator, Detent, & Clutch Cables
	AT Flexplates
	AT Gaskets and Parts
	AT Overhaul Kits
	Flywheel Shims
	Speedometer Cables
	Shift Cables
Power Torque®	Axle Kits
	Clutch Hydraulics
	Clutches
	Complete Rear Axles
	Complete Transmissions
	Differential Parts & Kits
	Filter Kits
	Flywheels
	Ring & Pinion Kits
	Torque Converters
	Transfer Cases
Precision®	Bearings
	Carrier Bearings
	Differential Kits
	Hub Assemblies
	New ATV CV Shafts
	New CV Shafts
	New Drive Shafts
	Seals
	U-Joints
Spicer	4x4 Offroad Products
	HD U-Joints
	Ring & Pinion Kits
	U-Joints

Electrical

Bestest	Alternators
	Starters
	Accessories
Conduct-Tite	Connectors
	Electrical Testing Tools
	Switches
	Terminals
	Wiring
Dorman Products	Climate Control
	Hybrid Batteries
	Instrument Clusters
	Switches
Import Direct®	Coil On Plug Boots
	Wire Sets
Littelfuse	Circuit Breakers
	Fuses
	Smart Glow
Novita	Flashers
	Lighting Modules
Optima	Automotive Batteries
	Marine Batteries
Performance Tools	Multimeters
Standard	Battery Cables & Accessories
	Primary Wire Switches
	Switches & Sensors
Super Start®	AG, Lawn & Garden Batteries
	AGM Batteries
	Automotive Batteries
	Battery Accessories
	Booster Cables
	Commercial Batteries
	Emergency Lighting Batteries
	Floor Scrubber Batteries
	Golf Cart Batteries
	Marine Batteries
	Powersports Batteries
Ultima®	Alternators
	Starters
Ultima® Select	Coil On Plug Boots
	New Alternators
	New Starters
	Wire Sets
	Alternators
Wilson	Starters

Emissions Control/Air Management

Dorman Products	Air Filter Boxes
	Air Intake Hoses
	Intake Manifold
	Vacuum Pumps
Gates	Vapor Canisters
	Air Intake Hoses
	Turbocharger Accessories
Import Direct®	Canister Purge Valves
	PCV Valves
MasterPro®	Canister Purge Valves
	EGR Valves
	Idle Air Control Valves
	Intake Manifolds
MicroGard®	PCV Valves
Murray®	Intercoolers
OE TurboPower	Turbochargers
Rotomaster	Turbochargers
Standard	Air Intake Hoses
	Canister Purge Valves/Switches
	EGR Valves
	Idle Air Control Valves
	PCV Valves
	Smog Pumps
	Vacuum Pumps
	Vapor Canisters

Engine

Clevite	Bearings
Cloyes	Timing Components
Crankshaft Rebuilders	Remanufactured Crankshaft Kits
Dorman Products	Drain Plug Gaskets
	Drain Plugs
	Fluid Lines
	Fluid Reservoirs
	Harmonic Balancers
	Manifolds - Intake & Exhaust
	Timing Covers
	VVT Components
Fel-Pro	Gaskets
Gates	Timing Belt Kits
Mahle	Gaskets
	Pistons & Rings
Melling	Camshafts
	Oil Pumps
	Valvetrain Components
Power Torque®	Cylinder Heads
	Engines
	Motor Mounts
	Transmission Solenoids
Prime Line	Small Engine Parts
Spectra Premium	Oil Pans

Engine Management

ACDelco	Glow Plugs
	Ignition
	Spark Plugs
	Wire Sets
Autolite	Glow Plugs
	Spark Plugs
Blue Streak Electronics	Mass Air Flow Sensors
Bosch	Glow Plugs
	Oxygen Sensors
	Spark Plugs
Cardone	Electronics/ECMs
Champion	Spark Plugs
Denso	Oxygen Sensors
	Spark Plugs
Dorman Products	Accelerator Pedal Position Sensors
	Camshaft Synchronizers
	Engine Management Sensors
	Instrument Clusters
	Spark Plug Tubes
E3	Spark Plugs
Import Direct®	Coil On Plug Boots
	Engine Management Sensors
	Ignition
	Wire Sets
MasterPro®	Electronics/ECMs
	Ignition
Motorcraft	Glow Plugs
	Ignition
	Spark Plugs
	Glow Plugs
	Spark Plugs
	Oxygen Sensors
NTK	Wire Sets
OmniSpark	Engine Management Sensors
Standard	Ignition
	Coil-on Plug Boots
Ultima® Select	Wire Sets

Exhaust

Bosal	Mufflers
Dorman Products	Exhaust Manifolds
MagnaFlow	Cat Backs
Nickson	Catalytic Converters
	Chrome Tips
	Exhaust Accessories
Spectre Performance	Exhaust Tips
Thrush	Performance Mufflers
Walker	Exhaust Accessories
	Exhaust Pipe
	Mufflers
	Resonators

Exterior Accessories

Auto Ventshade	Bug Shields
	Vent Visors
Budge	Car Covers
Cruiser	License Plate Frames
Custom Accessories	Wheel Covers
Dorman Products	Bolts & Nuts
	Door Handles
	Door Hardware
Extang	Tonneau Covers
K-Source	Exterior Mirrors
	Replacement Glass
Lund	Fender Flares
	Nerf Bars
	Tonneau Covers
	Truck Steps
Stabilus	Lift Supports
Truxedo	Tonneau Covers

Filters

ACDelco	OE Air Filters
	OE Fuel Filters
	OE Oil Filters
K & N	Air Filters
	Cabin Air Filters
	Cold Air Intake Filters
	Oil Filters
MicroGard®	Air Filters
	Cabin Air Filters
	Fuel Filters
	Oil Filters
MicroGard® Select	Air Filters
	Oil Filters
Mobil 1	Oil Filters
Mopar	OE Oil Filters
Motorcraft	OE Air Filters
	OE Fuel Filters
	OE Oil Filters
Power Torque®	Transmission Filter Kits
Premium Guard	Import OE Oil Filters
Prime Line	Small Engine Filters
Pro-Tec	Oil Filters
Royal Purple	Oil Filters
Sierra	Marine Filters
WIX	Air Filters
	Cabin Air Filters
	Fuel Filters
	Hydraulic Filters
	Oil Filters
	Transmission Filters

Fuel

Bosch	Throttle Bodies
Cardone	Throttle Bodies
Dorman Products	Fuel Lines
	Throttle Bodies
Fill-Rite	Transfer Pumps
Gates	Fuel Hoses
Hitachi	Throttle Bodies
Import Direct®	Fuel Pumps
	Throttle Bodies
Precision®	Fuel Filler Necks
	Fuel Pumps
	Fuel Tank Straps
	Fuel Tanks
	Sending Units
Spectra Premium	Throttle Bodies
Standard	Fuel Injectors
	Injector Pumps
	Throttle Bodies
Stant	Fuel Caps
Terra	Transfer Pumps
Tomco	Carburetors

Interior Accessories

Cardone	Window Lift Motors
Custom Accessories	Floor Mats
	Heavy-Duty Seat Covers
	Steering Wheel Covers
	Sun Protection
Dorman Products	Clock Springs
	Gauges
	Impact Sensors
	Interior Door Handles
	Power Seat Motors
	Tachometers
	Vent Window Motors
Dorman Products	Window Lift Motors
	Window Regulators
	Window Switches
Dual	Audio Equipment
Gila	Window Tint and Accessories
Metra Electronics	Audio Installation Kits
	Radio Module Interface
	Radio Wire Harness
	Lift Supports

Stabilus

Lighting

ANZO	Performance Lighting
Custom Accessories	Interior Lighting
	Undercar Lighting
Dorman Products	Lighting Assemblies
Ecco	Safety Lighting
Eiko Lighting	Headlight Capsules
	HID Bulbs
	Mini-Bulbs
	Sealed Beams
nVision	Driving Lights
	Fog Lights
Optronics	LED Light Bars
Sylvania	Trailer Lights
	Headlight Capsules
	HID Bulbs
	LED Light Bars
	LED Mini-Bulbs
	Mini-Bulbs
	Sealed Beams
TYC	Lighting Assemblies
Wolo	Safety & Emergency Lighting

Ride Control

Arnott	Air Suspension
KYB	Shocks
	Struts
MasterPro®	Complete Strut Assemblies
Monroe	Complete Strut Assemblies
	Shocks
	Struts
	Shocks
	Struts

Steering

Cardone Select	New Power Steering Pumps
Dorman Products	Intermediate Steering Shafts
	Steering Knuckles
	Sway bars
Import Direct®	Power Steering Hose
MasterPro®	Fittings
	Pumps & Gears
	Rack & Pinions
	Steering Gears
	Power Steering Hose

Precision®

Tire & Wheel

Continental	TPMS Sensors
Dorman Products	Wheel Studs & Nuts
Laclede	Tire Chains
McGard	Lug Nuts
	Wheel Locks
	Wheel Weights
Perfect Equipment	TPMS Sensors
Schrader	Tire Repair Products
X-tra Seal	Valve Stems

Visibility

Bosch	Wiper Blades
Cardone	Wiper Motors
Dorman Products	Wiper Transmissions/Arms
Eiko Lighting	Bulbs
K-Source	Interior/Exterior Mirrors
Rain-X	Wiper Blades
Sylvania	Bulbs
Trico	Washer Pumps
	Wiper Blades/Arms

FLEET & HEAVY-DUTY

Air Conditioning

Gates	A/C Polar Seal Hose & Fittings
Murray®	A/C Compressors
	A/C Condenser
	A/C Hose
	Blower Motors
	Climate Control

Body

Dorman HD	Side Steps
	Door Handles
	Hood Restraint
	Grills

Brakes

Bendix	Brake Pads
BrakeBest® Heavy-Duty	Air Dryers
	Air Valves
	Brake Boosters
	Brake Calipers
	Brake Chambers
	Brake Hardware
	Brake Hoses
BrakeBest® Heavy-Duty	Brake Pads
	Brake Shoes
	Master Cylinders
	Spring Brakes
	Trailer Brakes
	Wheel Cylinder Kits
	Wheel Cylinders
BrakeBest Select®	Brake Drums
	Brake Rotors
	Electric Trailer Brake Shoes
Gates	Air Brake Tubing
	DOT Fittings
	Fittings
KIC	Brake Drums
Raybestos	Severe-Duty Brake Pads
	Severe-Duty Brake Rotors
Tectran	Air Products
World American	Air Products

Chassis

MOOG	Chassis
Precision	Chassis

Cooling

Dorman Products	Coolant Tanks
	Coolant Tubes
	Belts & Hoses
	Fans
Gates	Cooling Fan Assemblies
Hayden	Gaskets
Murray®	HD Belt Tensioners
	Radiator Caps
	Radiators
	Thermostats
	Water Pumps

Diesel Exhaust Fluid

O'Reilly®	Diesel Exhaust Fluid
Peak	BlueDEF Diesel Exhaust Fluid
	BlueDEF Platinum Diesel Exhaust Fluid
	Diesel Exhaust Fluid Equipment

Drivetrain

BrakeBest® HD	Air Springs
Monroe	Shocks
Perfect Equipment	Wheel Weights
Power Torque®	Transfer Cases
	Transmissions
Precision®	Bearings
	Hub Caps
	Installation Tools
	PTO Components
	Seals
	U-Joints
	Yokes
Schrader	TPMS
Specialty Products	Alignment Product
Spicer	U-Joints
	Yokes
World American	Clutches
	Wheel Attaching Parts
	Wheel Hardware
X-tra Seal	Balancing Beads
	Tire Patches
	Valve Stems

Electrical

Standard	Battery Accessories Battery Cables Primary Wire Switches & Relays Electrical Parts Butt Connectors Switches Terminals Circuit Breakers Fuses Smart Glow Fuses Flashers Batteries Battery Accessories Booster Cables Commercial Batteries Electrical Products Alternators DC Motors Starters
Cole-Hersee Conduct-Tite	
Littelfuse	
Novita Super Start®	
Tectran Wilson	

Engine

Dorman Products Fel-Pro FP Diesel	Harmonic Balancers Gaskets Diesel Engine Components Diesel Engine Kits Engine Heaters Motor Mounts Engine Heaters
Kats Power Torque® Zerostart	

Engine Management

Autolite Champion Dorman Products Standard	Glow Plugs Glow Plugs Instrument Clusters Ignition and Switches Relays Solenoids Wire Sets
Ultima® Select	

Exhaust

Dorman Products Gates MagnaFlow Nickson Walker	Diesel Particulate Filter (DPF) Turbo Hose Catalytic Converters Exhaust Accessories Exhaust Mufflers & Pipes
--	--

Exterior Accessories

BrakeBest® Heavy-Duty Dorman HD Parts	Mud Flaps Air Tanks Door Handles Headlights Hood Springs Mirrors
K-Source	

Filters

MicroGard® WIX Filters	PCV Air Filters Cabin Filters Cooling Filters Fuel Filters Hydraulic Filters Oil Filters Transmission Filters
---------------------------	--

Fuel

Dorman Gates Hot Shot Secret Howes Lucas Power Service Standard	Fuel Tank Sending Units Fuel Hose Diesel Additives Diesel Fuel Supplement Diesel Additives Diesel Additives Fuel Injectors Injector Pumps Fuel Caps
Stant	

Interior Accessories

Carrand Dorman HD Parts	Fans Air Shifter Knob Console Multi-Function Switch Door Handles Fans
----------------------------	---

Lighting

Dorman Products Ecco Eiko Lighting Optronics	Lighting Assemblies Safety Lighting Headlight Capsules Mini-Bulbs Trailer Lighting
---	--

Lighting (continued)

Performance Tool Sylvania	Shop Lights Headlight Capsules LED Mini-Bulbs Mini-Bulbs Sealed Beams Vehicle Spot Lights Emergency Lighting
Unity Wolo	

Lubrication

BP Autran Oil Chevron Green Grease Lucas Oil	Allison-approved Synthetic ATF Delo HD Diesel Engine Oil Synthetic Grease Fifth Wheel Slider Lube Fuel Additives Gear Oil Grease Hydraulic Fluid Oil Additives Gear Oil Grease Delvac HD Diesel Engine Oil Grease Grease HD Diesel Engine Oil HD Diesel Engine Oil Fifth Wheel Lubricant Gear Oil Grease HD Diesel Engine Oil Rotella HD Diesel Engine Oil Grease Premium Blue HD Diesel Engine Oil
MasterPro®	
Mobil	
Mystik	
O'Reilly® Permatex Royal Purple	
Shell Valvoline	

Ride Control

Dayton Monroe	Air Bags Cab Shocks HD Shocks Air Bags Suspension
World American	

Steering

Dorman Products	Air Bag Clock Springs King Pins Tie Rods Pumps & Gears Racks & Pinions Steering Stabilizers Alignment Products
MasterPro®	
Monroe Specialty Products	

Towing & Cargo Management

3M Ancra BrakeBest® Buyers Products Hopkins	Conspicuity Tape HD Cargo Management Electric Trailer Brakes Tarp Kits & Controls Towing Adapters Towing Connectors Binder Chain Towing Security Ball Mounts Cargo Management Hitch Balls Ball Mounts Hitch Balls Towing Security Trailer Brake Controllers Trailer Hitches Document Holders Backup Alarms
Laclede Master Lock Power Torque®	
Reese	
Tectran Wolo	

Turbochargers

OE TurboPower	Turbochargers
---------------	---------------

Visibility

Dorman	Mirrors Window Motors Wiper Motors Bulbs Mirrors Replacement Glass West Coast Mirrors Flares Windshield Washer Fluid Wiper Blades Washer Pumps Wiper Blades Bulbs
Eiko Lighting K-Source	
Orion Rain-X	
Trico	
Sylvania	

PAINT, BODY & EQUIPMENT

Abrasives

3M Gator MasterPro® Refinishing Power Torque®	Abrasives Steel Wool Abrasives Cut-off Wheels Grinding Wheels Wire Brushes
--	---

Adhesives & Sealants

3M	Adhesives Metal Bonding Plastic Repair Structural Adhesives
SEM Transtar U-Pol	Adhesives Sealants Adhesive Sealants

Body Fasteners

Disco Power Torque®	Automotive Hardware Pop Rivets
------------------------	-----------------------------------

Body Fillers

3M Bondo	Spreaders Fillers
Clausen Dynatron Evercoat	Spreaders Fillers Body Supplies Fillers Putties Body Fillers
U-Pol	

Detailing

3M Gerson Griot's Garage MasterPro® Refinishing	Compounds Tack Rags Detailing Products Compounding Pads Polishing Pads Cleaners Foam Pads Polishes Waxes
Meguiar's	
Mothers RBL Products Sontara Superior Products	Appearance Products Detailing Products Wiping Systems Cleaning Products Detailing Products

Masking Paper & Tape

3M	Striping Tape Wheel Maskers
MasterPro® Refinishing	Masking Papers Plastic Sheeting Masking Products
RBL Products	

Paint Guns & Accessories

3M Binks DeVilbiss SATA Sharpe Vaper	PPS - Adapters, Cups & Lids Spray Equipment Spray Equipment Spray Equipment Spray Equipment Paint Guns
---	---

Paint Mixing/Measuring

E-Z Mix	Mixing Buckets Mixing Cups Paint Strainers
Gerson	

Preps & Primers

Clausen MasterPro® Refinishing	Primers Primers Reducers Thinners
Nason	Primers Reducers
Transtar	Primers Reducers
U-Pol	Primers

Safety & Protection

3M	Eye Protection Fresh Air Supply Respirators
SAS Safety Corp	Eye/Face Protection Hearing Protection Latex/Nitrile Gloves Spray Hoods

PAINT, BODY & EQUIPMENT

Shop Equipment

AFC Finishing Systems	Mix Rooms Paint Booths Prep Stations Lifts Air Compressors Dent Repair Frame Pullers Spot Welder Air Paint Shakers Plasma Cutters Welding Accessories Welding Helmets Welding Tools
Challenger Champion Chief	Curing Systems Filters Gauges Lubricators Regulators Air Dryers Stud Guns A/C Equipment Lifts Air Filters Gun Cleaners Booth Filters
Cyclone Forney	
Infratech Milton	
Motor Guard	
Robinair Rotary Sharpe Uni-Ram Viledon	

Specialty Coatings

Dupli-Color Evapo-Rust Herculiner Klean-Strip Mar-Hyde SEM	Specialty Paint Rust Remover Bed Liners Paint Remover Body & Paint Supplies Paint & Body Products Specialty Paint Bed Liners
U-Pol	

Tools

Hutchins	Air Tools Hand Sanders Air Tools Body Shop Tools Masking Machines Air Accessories Air Tools Heat Guns Hand & Power Tools Paint Thickness Gauge Prep Pen Touch Up Brushes Air Accessories Body Shop Tools Body Shop Tools Air Tools Hand & Specialty Tools
Ingersoll Rand Keysco	
Milton Performance Tool	
Power Torque® Pro MotorCar	
RBL Products S & G Tool Aid Steck Manufacturing Sunex Titan Tools	

Topcoats & Clearcoats

(Available in select markets)

Axalta Dupli-Color	Refinishing Products Aerosol Paint Touch-Up Paints Aerosol Paint Refinishing Products Refinishing Products Vinyl Paints Refinishing Products Refinishing Products Refinishing Products Refinishing Products Refinishing Products
Krylon MasterPro® Refinishing Nason PPG SEM Sikkens Spies-Hecker Standox Transtar U-Pol	

Visibility

Bosch K-Source Motormite Rain-X Trico TYC	Wiper Blades Mirrors Headlight Adjusters Wiper Blades Wiper Blades Lenses Lighting Assemblies Vehicle Spot Lights
Unity	

TOOLS & EQUIPMENT

Diagnostics

Autel Auto Meter Bosch GreatNeck Innova Mahle Midtronics OTC Pro Flex Redline Smoke Monster	Diagnostic Tools Test Equipment Diagnostic Tools Smoke Machines Diagnostic Tools Diagnostic Tools Test Equipment Diagnostic Tools Smoke Machines Smoke Machines Smoke Machines
---	--

Shop Equipment

ALC Ancra Battery Tender Bayco	Sand Blasters Cargo Management Battery Chargers Extension Cords Reel Lights Shop Lights Portable Cooling Spray Equipment Nitrogen Machines Strut Compressors Pressure Washers Aligners Tire Changers Wheel Balancers Lifts Compressors Parts Washers/Smart Washers Frame Machines Measuring Systems Welders Labor & Repair Manuals Lifts Tire Changers Wheel Balancers A/C Equipment Shop Exhaust Systems Work Gloves Spray Equipment Cabinets Fans Heaters Toolboxes Transfer Pumps & Meters Air Compressors Air Hoses Air Tools Extension Cords Hose Reels Welding Lifts Fluid Containers Funnels Inverters Thread Repair Kits Aluminum Ramps Aligners Brake Lathes Lifts Tire Changers Wheel Balancers Toolboxes Funnels & Drain Pans Specialty Tools Fluid Evacuators Oil Drains Bench Vises Tire & Wheel Tools Shop Heaters Lubrication Oil Drains Creepers Specialty Tools & Equipment Torches A/C Equipment Engine Service Equipment Locks Gloves Air Fittings Tools & Test Equipment Vehicle Service Equipment Forced-Air Heaters A/C Tools & Equipment Shop Equipment Shop Fans
Big Ass Fans Binks Branick	
Camspray CEMB	
Challenger Champion Chemfree Chief	
Chilton COATS	
CPS Crushproof Custom Leathercraft DeVilbiss Durham Mfg EnergyLogic	
Extreme Tools Fill-Rite Flexzilla	
Forney Forward Lift Funnel King	
Green Fuel Heli-Coil Highland Hofmann	
Homak Hopkins IPA John Dow Industries	
Ken-Tool	
Lanair Lincoln Industrial	
Lisle	
Magna Torch Mahle	
Master Lock Mechanix Wear Milton Industries Mityvac MotorVac Mr Heater Murray® OTC Pinnacle	

Shop Equipment (continued)

Portacool Power Torque®	Evaporative Coolers Air Compressors Cargo Securing Creepers Lifting Equipment Bench Lathes On-the-Car Brake Lathe Generators Pressure Washers Ramps A/C Equipment Coolant Service Equipment Wheel & Tire Service Gloves Safety Products Spray Equipment Booster Packs Professional Battery Chargers Spray Equipment Air Tools Lift Equipment Work Carts Fuel Transfer Pumps LED Worklights A/C Instruments Creepers Drum Dollies
Pro-Cut	
Pulsar	
RhinoGear Robinair	
Rotary Lifts SAS Safety Corp.	
SATA Schumacher	
Sharpe Sunex	
Tera Pumps Terralux TIF Instruments Traxion Wesco	

Tools

Century Drill & Tool	Drill Bits Taps & Dies Specialty Tools Air Tools Impact Sockets Chisels Pry Bars Punches Air Dryers Stud Guns Specialty Tools Work Lights Air Tools Specialty Tools Work Lights Hand Tools Power Tools Specialty Tools Alignment Tools Air Tools Impact Sockets Hand & Specialty Tools Leak Detection Tools Hand & Specialty Tools Blow Guns Paint Guns Inspection Cameras Air Accessories Tire Repair
GearWrench Ingersoll Rand	
Mayhew	
Motor Guard	
OTC	
Performance Tool	
Power Torque®	
S & G Tool Aid Specialty Products Sunex	
Titan Tools Tracer UltraSteel Vaper	
Whistler X-Tra Seal	

SHOP SUPPLIES

303 Products 3M Aiken Chemicals	Appearance Chemicals Paint & Body Products Purple Power Degreasers Purple Power Hand Cleaners Protectants Additives Chemicals Antifreeze Hydraulic Fluid Motor Oil Chemicals Tire Sealant Bleche-Wite Lubricants Parts Wash Penetrants Sealants Appearance Chemicals Body Supplies Brake Fluid Brake Parts Cleaner Adhesive Wash Brushes Gear Oil Motor Oil Motor Oil Fuel Additives Delo Motor Oil Lubricant Chemicals Exhaust to Outside of Shop
Armor All Bar's Leaks Bardahl Beck/Arnley	
Berryman	
Black Magic B'laster	
Blue Devil Blue Magic Bondo BrakeBest®	
Bulldog Carrand Castrol	
Champion Brands Chevron	
Corrosion-X CRC Crushproof Tubing	

Shop Supplies (continued)

Dupli-Color	Spray Paint
EP Minerals	Oil Absorbent
Evap-O-Rust	Rust Remover
Fenco	Drawer Liners
	Fender Covers
Fix-A-Flat	Aerosol Tire Inflators
Flexzilla	Air Hose Couplers & Tools
	Air Hoses
	Hose Reels
Fluid Film	Corrosion Control & Lubricant
FPPF	Diesel Additives
Free All	Lubricants
Gasgacinch	Sealers
Gasoila	Sealants
Gates	Hose Clamps
Georgia-Pacific	Washroom Paper Towels
GOJO	Hand Cleaners
Goof Off	Adhesive Remover
Gorilla Glue	Epoxy
	Super Glue
	Tape
Green Grease	Synthetic Grease
Griot's Garage	Appearance Chemicals
Gumout	Chemicals
Gunk	Chemicals
	Floor Cleaners
Heet	Chemicals
Hot Shot's Secret	Diesel Additives
Howes	Diesel Additives
Hy-Per Lube	Additives
Idemitsu	Transmission Fluid
Interdynamics	A/C Refrigerants & Service
Irontite	Cooling System & Fuel System Flush
	Sealant
J-B Weld	Adhesive Sealers
	Cold Weld
	Epoxies
Joe's	Hand Cleaners
Johnsen's	Chemicals
K-Seal	Sealant
Klean-Strip	Chemicals
Kleen-Flo	Chemicals
Krylon	Spray Paint
Loctite	Thread Lockers
LubeGard	Power Steering Fluid
	Transmission Additives
Lubriplate	Grease
Lucas Oil	ATV/UTV Lubricants
	Chemicals
	Diesel Additives
	Grease
	Gun Oil
	Marine Lubricants
	Motor Oil
	Slick Mist - Detailers
Marvel Oil	Additives
MasterPro®	2 & 4 Cycle oil
	Bar Chain Oil
	Chemicals
	Gear Oil
	Grease
	Motorcycle Oil
	Gloves
Mechanix Wear	Cleaners
Meguiar's	Foam Pads
	Odor Eliminators
	Polishes
	Waxes
Milton	Air Couplers & Fittings
Mobil 1	Delvac Motor Oil
	Grease
Mothers	Synthetic Motor Oil
Motorcraft	Appearance Chemicals
	Brake Fluid & Additives
	Motor Oil
	Transmission Fluid
Motorcote	Oil Additives
Mystik	Grease
	Marine Lubricants
	Motor Oil
Nature's Broom	Bio-based Oil Absorbent
O'Reilly®	Antifreeze
	Brake Fluid
	Brake Parts Cleaner
	Car Wash
	Carb & Choke Cleaner
	Diesel Exhaust Fluid
	Fuel Injector Cleaner
	Hydraulic Fluid
	Motor Oil
	Power Steering Fluid
	Spray Grease
	Transmission Fluid
	Windshield Washer Fluid

Shop Supplies (continued)

Oil-Dri	Oil Absorbent Products
Peak	Antifreeze
	BlueDEF Diesel Exhaust Fluid
	BlueDEF Platinum Diesel Exhaust Fluid
	Final Charge Pro Antifreeze
	Fleet Charge Antifreeze Diesel
	Motor Oil
	Antifreeze
	Brake Fluid
	Hydraulic Fluid
	Transmission Fluid
	Wheel Weights
Perfect Equipment	Adhesive Sealers
Permatex	Hand Cleaner
	Sealing Products
Petoskey Plastics	Paper Floor Mats
	Steering Wheel Covers
	Value Seat Covers
Power Service	Diesel Additives
Prestone	Antifreeze
	Brake Fluid
	Chemicals
	Power Steering Fluid
	Appearance Chemicals
Pro X One™	Wash Mitt
	Wash Sponge
	Wheel Wand
Prolong	Oil Additives
Pure Guard	Brake Fluid
	Compressor Oil
	Hydraulic Fluid
	Motor Oil
	Transmission Fluid Additives
	Appearance Chemicals
Rain-X	Windshield Washer Fluid
Red Line	Gear Oil
	Motor Oil & Grease
Reinzosil	Gasket Makers
Restore	Engine Additives
Rislone	Additives
Royal Purple	Additives
	Chemicals
	Grease
	Motor Oil
	Transmission Fluid
SAS Safety Corp.	Gloves
	Safety Equipment
Schroeder & Tremayne	Applicators
	Brushes
	Detailing Cloths
	Hose Nozzles
	Microfiber Towels
	Shop Towels (Viking)
	Sponges
	Wash Mitts
Scott	Paper Products
Sea Foam	Additives
Sellers	Paper Products
Shell	Rotella Motor Oil
Simple Green	Cleaners
	Degreaser
	Oil & Fuel Additives
Slick 50	Tire Sealer
Slime	Glass Cleaner
Sprayway	Fuel Additives & Stabilizers
STA-BIL	Grease
Sta-Lube	Lubricants
	Diesel Additives
Stanadyne	Appearance Chemicals
Stoner	Chemicals
STP	Cleaning Products
SuperClean	Detailing/Cleaning Products
Superior Products	Synthetic Motor Oil
SYNTEC®	Cleaners
Talsol Corp	Ice Melt
Traction Melt	4-Cycle Fuel
TruFuel	Pre-mixed Fuel (40:1 & 50:1)
	Hand Cleaner
Tub O' Scrub	Heavy-Duty Cleaning Wipes
Tub O' Towels	Appearance Chemicals
Turtle Wax	Odor Eliminators
	Paint Coatings
U-Pol	Chemicals
Valvoline	Grease & Motor Oil
	Transmission Fluid
VersaChem	Sealants & Adhesives
VHT	Paint
WD-40	Lubricants
Windex	Windshield Washer Fluid
Winter-Eez	RV Antifreeze
Xtra Seal	Tire Repair
Z-Max	Oil Additives
Zerex	Antifreeze/Coolants

SPECIALTY PRODUCTS

Agriculture

Agratronix	Draw Bars & Pins
	Hitch Pins
ANCRA	HD Cargo Management
BrakeBest Select®	Electric Trailer Brake Shoes
	Trailer Brake Assemblies & Parts
Fill-Rite	Transfer Pumps, Meters & Nozzles
Gates	Belts & Hoses
	Hydraulic Fittings
	Hoses & Hose Guards
Goldenrod	Fluid Transfer Filters
Hopkins	Trailer Accessories
Krylon	Farm & Implement Paint
Laclede	Tire Chains & Binder Chain
MasterPro®	Bearings & Seals
	Trailer Hubs
Murray®	A/C Compressors
	Radiators
	Tensioners
	Water Pumps
OE-TurboPower	Turbos
Optronics	Tractor Lighting
	Trailer Lighting
O'Reilly®	Tractor Hydraulic Fluid
Peak	Diesel Exhaust Fluid
	Diesel Exhaust Fluid Equipment
Precision®	Bearings & Seals
	U-Joints & PTO Components
	Towing
Reese	Batteries
Super Start®	Replacement Bulbs & LED Work Lights
Sylvania	Drum Pumps & Fuel Transfer Pumps
TeraPump	Tractor Exhaust
Walker	4 X 4 Locking Hubs
Warn	Winches
	Alternators & Starters
Wilson	Air Filters
WIX	Cabin Filters
	Fuel Filters
	Hydraulic Filters
	Oil Filters

Performance

Accel Ignition
Airaid Filters
Auto Meter Gauges
Auto Racing Product (ARP)
B&M Transmission Kits
BBK Performance
Bilstein Shocks & Struts
Bully Dog Programmers
Comp Cams
Continental Gauges
Design Engineering
Edelbrock
Edge Products Programmers
Energy Suspension
Equus Gauges
FLEX-A-LITE Fans
Flowmaster Exhaust
Flowtech Exhaust
Grant Steering Wheels
Holley
Hurst Shifters
Hypertech Performance Programmers
K&N Filters
Mallory Ignition
Mr. Gasket Performance
MSD Ignition
Pertronix
Russell
Spectre Performance
Superchips
Trail Master Shocks

Marine

Attwood Marine Products
Dual-Marine Radios & Speakers
Kidde-Marine Fire Extinguishers
Lucas Marine Lubricants
Mystik Lubricants
Sierra Marine Products
Super Start Marine Batteries
Valterra RV Accessories
Wilson Starters & Alternators, Trim & Tilt Motors
WIX Filters



Event Number	45-2024	Organization	City of Stillwater
Event Title	Vehicle Parts, Tools, Equipment	Workgroup	Purchasing
Event Description	Notice is hereby given that the City of Stillw	Event Owner	John McClenny
Event Type	IFB	Email	john.mcclenny@stillwater.org
Issue Date	10/5/2024 06:00:01 AM (CT)	Phone	
Close Date	10/30/2024 03:00:00 PM (CT)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
O'Reilly Automotive Stores, Inc.	Springfield	MO	10/28/2024 11:34:00 AM (CT)	20	\$0.00

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

Air Conditioning

Supplier	Percent	Extended	Supplier Notes
O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts	41.0%		List less 41% or betterSee Line card attached with Purchase Agreement under Response Attachments tab

Alternators and Starters

Supplier	Percent	Extended	Supplier Notes
O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts	41.0%		List less 41% or betterSee Line card attached with Purchase Agreement under Response Attachments tab

Batteries

Supplier	Percent	Extended	Supplier Notes
O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts	41.0%		List less 41% or betterSee Line card attached with Purchase Agreement under Response Attachments tab

Bearings, Ball and Roller

Supplier	Percent	Extended	Supplier Notes
O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts	41.0%		List less 41% or betterSee Line card attached with Purchase Agreement under Response Attachments tab

Belts and Hoses

Supplier	Percent	Extended	Supplier Notes
O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts	41.0%		List less 41% or betterSee Line card attached with Purchase Agreement under Response Attachments tab

Brakes

Supplier	Percent	Extended	Supplier Notes
O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts	41.0%		List less 41% or betterSee Line card attached with Purchase Agreement under Response Attachments tab

Electrical and Ignition

Supplier	Percent	Extended	Supplier Notes
----------	---------	----------	----------------

O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts	41.0%	List less 41% or betterSee Line card attached with Purchase Agreement under Response Attachments tab
---	-------	--

Emissions, Sensors and Exhaust

Supplier	Percent	Extended	Supplier Notes
O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts	41.0%		List less 41% or betterSee Line card attached with Purchase Agreement under Response Attachments tab

Engine and Drive Train

Supplier	Percent	Extended	Supplier Notes
O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts	41.0%		List less 41% or betterSee Line card attached with Purchase Agreement under Response Attachments tab

Filters, Oil, Gas, Air, and Transmission

Supplier	Percent	Extended	Supplier Notes
O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts	41.0%		List less 41% or betterSee Line card attached with Purchase Agreement under Response Attachments tab

Gaskets and Seals

Supplier	Percent	Extended	Supplier Notes
O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts	41.0%		List less 41% or betterSee Line card attached with Purchase Agreement under Response Attachments tab

Heating and Cooling (Engine)

Supplier	Percent	Extended	Supplier Notes
O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts	41.0%		List less 41% or betterSee Line card attached with Purchase Agreement under Response Attachments tab

Lamps, Lighting, and Mirrors

Supplier	Percent	Extended	Supplier Notes
O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts	41.0%		List less 41% or betterSee Line card attached with Purchase Agreement under Response Attachments tab

Oils, Chemicals, Fluids and Lubricants

Supplier	Percent	Extended	Supplier Notes
O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts	41.0%		List less 41% or betterSee Line card attached with Purchase Agreement under Response Attachments tab

Pumps, Fuel and Water

Supplier	Percent	Extended	Supplier Notes
O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts	41.0%		List less 41% or betterSee Line card attached with Purchase Agreement under Response Attachments tab

Suspension, Shocks, Struts, and Steering

Supplier	Percent	Extended	Supplier Notes
O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts	41.0%		List less 41% or betterSee Line card attached with Purchase Agreement under Response Attachments tab

Wipers/Washers

Supplier	Percent	Extended	Supplier Notes
O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts	41.0%		List less 41% or betterSee Line card attached with Purchase Agreement under Response Attachments tab

Winter Accessories

Supplier	Percent	Extended	Supplier Notes
O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts	41.0%		List less 41% or betterSee Line card attached with Purchase Agreement under Response Attachments tab

General Automotive Parts

Supplier	Percent	Extended	Supplier Notes
O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts	41.0%		List less 41% or betterSee Line card attached with Purchase Agreement under Response Attachments tab

Automotive Repair Shop Supplies, Equipment and Tools

Supplier	Percent	Extended	Supplier Notes
----------	---------	----------	----------------

O'Reilly Automotive Stores, Inc.
dba O'Reilly Auto Parts

41.0%

List less 41% or betterSee Line card
attached with Purchase Agreement under
Response Attachments tabMore diagnostic
and repair equipment and tools can be
found in the online catalog at
www.firstcallonline.com.

REPORT TO: CITY COUNCIL

MEETING DATE: NOVEMBER 18, 2024



Agenda Item:	4.f. CC-24-132
Previous/Related Action:	
Background/Issue:	A few major components in the City Hall IT Server Room and the Disaster Recovery (DR) Server Room are in need of upgrade. The six physical host servers that house nearly 100 virtual servers are aging and are nearly at capacity limits in our Production and DR environments. The Storage Area Network (SAN) is also in need of upgrade in both the Production environment and the DR environment. The equipment and software being recommended for replacement have varying ages, ranging from five to nine years in service. Some are approaching end-of-life and will no longer be supported by the manufacturer.
Proposal/Solution:	Staff has been working with Dell Technologies and ReDesign Group to find the best solutions for server and storage upgrades and the required virtualization software (VMware). Dell and ReDesign are able to utilize State Contract SW1020D to package all of the needed upgrades and are offering additional savings for bundling these purchases together. A Statewide Contract has negotiated pricing and terms and conditions that are compliant with state law.
Financial Source/Impact:	Quotes for server and storage systems total \$812,500 with an annual lease payment totaling \$183,950. The VMware software is not included in the five-year lease and will be \$49,998 for a one-year subscription. For the remainder of FY24/25 there will be 6 months of lease payments totaling \$91,975. Total cost for FY24/25 is \$141,973. Funding in the current fiscal year has been identified in the City Capital Fund for this project.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #2 MOTIVATED MANAGEMENT
Recommended Action/Motion:	Motion to approve the IT server, storage, and software upgrades via Statewide Contract SW1020D for annual lease payments of \$183,950; approve \$49,998 for the annual software subscription; approve budget amendments appropriating funds for lease and subscription payments totaling \$141,973 for the remainder of FY24-25; and authorize the City Manager to sign related lease and subscription agreements.

Prepared By:	Brad Stewart, IT Director
Reviewed By:	Brad Stewart Christy Cluck Teresa Kadavy
Submitted By:	Brady Moore, Interim City Manager

Attachments

1. IT BA Upgrade Project

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: 11/08/2024

Department: Information Technology

Requested by: Brad Stewart

Explanation:

Expenditures:
Appropriate funds for IT Server, Storage and Software Upgrade Project. Project funded from the City Capital Fund.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:					
Lease Payment	1051210 - 55000		\$ 0	\$ 91,975	\$ 91,975
Software Subscription	1051210 - 53071		\$ 0	\$ 49,998	\$ 49,998
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:					
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 141,973

Reviewed by Department Manager:

Date:

Reviewed by Finance:

Date:

Approved by CMO:

Date:

Approved by City Council:

☐ Yes

☐ No

Date:

Processed by Finance:

Date:

Set ID:

Date Sent to SA&I:

--Print on Yellow Paper--

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: 11/05/2024

Department: City Manager's Office

Requested by: Christy Cluck

Explanation: Revenue:
To close Indoor LED Light Replacement Grant project.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:	Indoor LED Light Replacement Grant	1051020 - 43100	24GG02105	\$ 54,645	(\$ 54,645)	\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

(\$ 54,645)

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Cluck

Date: 11-5-2024

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--

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: 11/05/2024

Department: City Manager's Office

Requested by: Christy Cluck

Explanation:

Expenditures:
To close Indoor LED Light Replacement Grant project.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:	Indoor LED Light Replacement Grant	1051020 - 54008	24GG02105	\$ 204,628	(\$ 54,645)	\$ 149,983
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

(\$ 54,645)

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Cluck

Date: 11-5-2024

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--

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: 11/05/2024

Department: Airport

Requested by: Kellie Reed

Explanation: Expenditures:
Unappropriate funds previously appropriated to provide match for FAA ATP grant application. City did not receive award of the grant.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
ATP Grant Project	1057010 - 54030	25AP01105	\$ 125,000	(\$ 125,000)	\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

(\$ 125,000)

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Cheryl Chuch

Date: 11-5-2024

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--

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: 11/05/2024

Department: Airport

Requested by: Kellie Reed

Explanation:

Expenditures:
Unappropriate funds previously appropriated to provide match for FAA ATP grant application. City did not receive award of the grant. Funding previously transferred from Airport Operating Fund budget to Airport Grants Fund.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Repair Structures	8107040 - 53020		\$ 15,000	\$ 7,000	\$ 22,000
	Chemicals	8107040 - 52039		\$ 5,000	\$ 20,000	\$ 25,000
	Landscape Materials	8107040 - 52005		\$ 2,000	\$ 3,000	\$ 5,000
	Repair Infrastructure	8107040 - 53130		\$ 65,000	\$ 35,000	\$ 100,000
	Contingency	8101110 - 53067		\$ 70,000	\$ 110,000	\$ 180,000
Decrease:	Transfer out to Airport Grant Fund	8100000 - 71000		\$ 491,556	(\$ 175,000)	\$ 316,556
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 0

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Ching Chuch

Date: 11-5-2024

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--

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: 11/05/2024

Department: Airport

Requested by: Kellie Reed

Explanation:

Revenue:
Unappropriate funds previously appropriated to provide match for FAA ATP grant application. City did not receive award of the grant. Funding previously transferred from Airport Operating Fund budget to Airport Grants Fund.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:	Transfer in from Airport Oper Fund	8200000 - 61000	\$ 175.000	(\$ 175.000)	\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

(\$ 175.000)

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Cheryl Cluck

Date: 11-5-2024

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--

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: 11/05/2024

Department: Airport

Requested by: Kellie Reed

Explanation:

Expenditures:
Unappropriate funds previously appropriated to provide match for FAA ATP grant application. City did not receive award of the grant. Funding previously transferred from Airport Operating Fund budget to Airport Grants Fund.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:	ATP Grant Project	8207010 - 54030	25AP01820	\$ 175.000	(\$ 175.000)	\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

(\$ 175,000)

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Chun Chuch

Date: 11-5-2024

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--



STILLWATER HISTORY MUSEUM AT THE SHEERAR

702 S. DUNCAN STREET STILLWATER, OKLAHOMA 74074 405-377-0359

stillwaterokhistory.org

October 1, 2024

**STILLWATER
MUSEUM
ASSOCIATION
BOARD OF
TRUSTEES**

Kimberly Meek, City Manager
City of Stillwater
723 S Lewis
Stillwater, OK 74074

OFFICERS

Candace Robinson
President

Jennifer Glenn
Vice President

Darian Johnson
Treasurer

Nani Pybus
Secretary

MEMBERS

Matthew Dickey

Cara Eubanks

Denise Ferrell

Rebekah Spaulding

Mike Staubus

Karena Tyler

Ex-Officio
Wanda Cooke
Jackson Seeberg

MUSEUM STAFF

Amelia Chamberlain
Outgoing Director

Catarina de Araújo
Incoming Director

Debbie Williams
Programming

Dear Ms. Meek:

On behalf of members, sponsors and the Board of Directors of the Stillwater History Museum at the Sheerar, we thank the City of Stillwater for its continuing support of this organization. As we continue to celebrate our 50th year of existence, we appreciate having the City as an ally and investor. This support continues to be critical to fulfilling the mission of the museum and preparing for its future.

Enclosed is the Stillwater History Museum's quarterly report for July through September 2024, along with the summer issue of our "Museletter."

Looking Back

In August, we welcomed our new director, Catarina de Araújo. Since then, Catarina has been training alongside Amelia Chamberlain to ensure a smooth transition in leadership. Together, they have been collaborating on finalizing exhibits, coordinating programs, and planning for our 50th anniversary celebration.

Our auditorium has experienced high attendance this quarter, hosting a variety of events, including piano classes, children's theater, church services, and a sorority event. We also held our "Musical Odyssey" concert, themed around the 1940s, which welcomed 75 guests for an evening of nostalgic music performed by the Stillwater Community Jazz Band. The diverse activities in our auditorium have attracted attendees of all ages, creating a vibrant atmosphere at the museum.

To further establish ourselves as a cultural and educational institution, we continued our "Let's Talk About It" Book discussion program, featuring two engaging discussions on the history of American baseball. This series attracted community members eager to deepen their understanding of history through reading.

Last month, we welcomed OSU students from HIST 1493: American History Since 1865 course. They visited the museum to select an object for a report, enhancing their appreciation for history and local museums. Additionally, we continue to see a steady flow of visitors and research requests from local institutions and community members interested in Stillwater’s history. Lastly, we participated in the Scarecrow competition coordinated by Downtown Stillwater. Our staff and volunteers created a papier mâché Pistol Pete inspired by the original head we have in the Museum.

As we celebrate our 50th year, we are proud of the stability the Stillwater History Museum has maintained. With the support of our community, we have been able to offer our services for five decades. Included with this report is a summary of statistics from this year to compare to the previous two years at this time of year.

	JUL 2024	AUG 2024	SEP 2024	JUL 2023	AUG 2023	SEP 2023	JUL 2022	AUG 2022	SEP 2022
Days open	22	23	20	21	23	22	22	22	22
Attendance	166	171	165	205	143	263	188	129	196
Program attendance	108	14	89	341	126	26	299	140	39
Auditorium uses	18	12	20	9	13	12	6	4	7
Auditorium attendance	879	657	1,028	379	204	314	460	181	145
Virtual/Outreach	8	11	13	55	66	0	0,0	3,33	3,90
Volunteer Hours	127	116	44.5	63.5	80	60	241	62	48
Facebook, Instagram reach	4200	4913	3386	11364;2115	5960;369	658;245	9880;1218	3698;365	1010; 211
Facebook, Instagram likes	2100	2100	2100	1812;1081	1830;1090	1852; 1094	1672;1009	1672;1009	1672;1009
Website page views	1100	1200	1300	12000	6200	809	947	513	513
Research inquiries (new)	8	9	12	7	8	6	6	8	4
Google		2274 views							

Looking Forward

The Museum will offer one more “Musical Odyssey” concert, this time with a 1960s theme. We plan to market this event to our regular audience and college students in hopes of making it a huge success. On October 12, we will host *Museum Mysteries: Cracking Codes*, a family-friendly inspired by Dick Tracy comic books. Families will walk around different exhibits and play detective as they learn more about Oklahoma native cartoonist Chester Gould. Some of the event activities and the Dick Tracy display will extend to *Lexicon* on October 26. Also, in October, OSU students from an Arts Administration theater will visit the Museum to explore our exhibits and auditorium rental processes. We are also partnering with Prairie Arts Center on a Fall Camp Program. K-12 students will participate in an inquiry-based tour at the Museum and create artworks inspired by what they see at the Prairie. Lastly, to celebrate our 50th anniversary, we will host a special event on November 9 at the Community Center. The fundraiser will include a silent auction and a program highlighting Stillwater veterans' experiences through letters. Veterans include Robert Lowry, father and son Oscar and Winfrey Houston, Lorn Ryan and Irene Legako.

We thank you for all you do to help us achieve our mission to illuminate, preserve and celebrate the diverse collective history of greater Stillwater.

Sincerely



Candace Robinson, President
Stillwater Museum Association, Inc.



Amelia E. Chamberlain
Director



Catarina de Araújo
Director

*The Stillwater Museum Association is a 501(c)(3) non-profit organization.
Please keep this letter as a record of your donation for tax purposes.*

Muse letter



**STILLWATER
HISTORY
MUSEUM**

at the Sheerar Cultural Center

4th Quarter Fall 2024

IN THIS ISSUE

Exhibits	2-3
Programming	3
Mark Your Calendar!	3
Legacy Brunch	4
Membership Renewal	4
2024 Associates	5
Corporate Sponsors & Mission	6

MUSEUM HOURS

Tuesday-Saturday
11am-5pm

Museum Closed
Sundays, Mondays,
& Holidays

After hours tours are available
by appointment

DONATIONS APPRECIATED

Call 405-377-0359 or email
info@stillwaterokhistory.org
to schedule your event
at the Sheerar Cultural Center today!

LEARN MORE

StillwaterOKHistory.org

Follow us on
FACEBOOK & INSTAGRAM

Exciting Times at the History Museum!

As fall arrives, the Directors have been hard at work preserving history and shaping the future of our organization. Last quarter, we completed new exhibits, planned programs, and attended the Oklahoma Museums Association conference in Idabel. Now, we invite you to experience all that's new as we celebrate our 50th!

OF NOTE

Exhibits

After a major renovation, our museum is brighter and filled with exhibits celebrating our community and collections. Visit to explore local businesses, diverse cultures, and innovations born here in Stillwater. Bring your friends and family!

Recognition

We're proud to have received a Certificate of Recognition from the Oklahoma Museums Association for our 50th anniversary, presented at the Idabel conference on September 12.



Scarecrow Competition

Join us at the Downtown Stillwater Scarecrow Competition! Cat, Debbie, and Denise created a Frank "Pistol Pete" Eaton inspired scarecrow. Help us win by casting your vote before October 8.

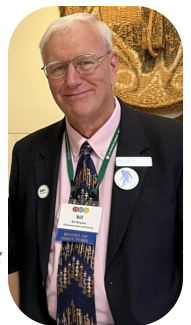
Programs

We have a full calendar of events to please all ages! In October, join us for a family event inspired by Dick Tracy comics, and groove to 1960s tunes with the Max Holm Trio. We'll close out the year with a winter music program, curated by Jessica Borth.

Tours

We recently hosted over fifty of Dr. Kaplan's American History students. Next month Arts Administration students will visit, and we'll partner with Prairie Arts to offer a Fall Break program for K-12 students to make art inspired by objects they see at the museum.

*Lastly, we extend our **heartfelt** thanks to SMA board members for organizing our 50th Anniversary Brunch planned for Saturday, November 9. Enjoy a morning filled with stories, memories, and comradery. Details are available in this newsletter. Past President and Board member Bill Bryans will be the guest speaker.*



***Thank YOU** for your ongoing support. We can't wait to celebrate this milestone and continue exploring Stillwater's vibrant history with you this season!*

Warm regards,
Amelia Chamberlain and
Catarina "Cat" de Araújo



E X H I B I T S

The museum's "Making History" theme is addressed in 5 exhibit sections and 7 bays.



INDIAN TERRITORY AND THE UNASSIGNED LANDS

Through a series of changing maps dating from 1850 to 1907, the resettlement of multiple tribes in Oklahoma is clearly explained. The impacts of the Civil War, the Dawes Act, Trail of Tears, and Boomers—all before the Land Runs—are also explored.

BECOMING STILLWATER features a variety of milestones and growth cycles including Stillwater's population growth over the years after the Land Run up to the 1960s and the important events that took place to make Stillwater what it is today.



BUILDING STILLWATER highlights the people who used their skills and talents to develop the Land Run town into what would become a thriving city. The origins of many of Stillwater's street names become clear when viewing the exhibit of objects and images that help tell the stories of early Stillwater.



The **MISSION** of the Stillwater History Museum at the Sheerar is to *illuminate, preserve, and celebrate the diverse collective history of greater Stillwater*. In the center of the exhibit space, mission elements are used for exhibit section titles.

Currently, under **ILLUMINATE**, segregation in Stillwater is addressed. Lamps and lights from the collection are also on display. Under **PRESERVE**, visitors can explore digitized versions of the museum photograph and document collections on an interactive screen. One of the digitized collections includes over 100 images from the Cunningham collection and this supplements an exhibit of early Stillwater artifacts collected by Cunningham and his wife and donated to the museum in 1977. Under **CELEBRATE**, a display of Dick Tracy memorabilia on loan from the Pawnee Historical Society and Museum highlights artist Chester Gould, creator of the Dick Tracy comics, who attended OSU.



Diverse collective history of greater Stillwater highlights the city's diverse communities and cultures: First Americans, African Americans, Hispanic cultures, Jacob Katz and the Jewish community, The Point 4 program and International students, Chinese School, Kameoka Sister City, ethnic markets, Afghan resettlement, English as a Second Language, and more.

Stillwater Collects, a popular display highlighting Stillwater residents' collections, supplements the diverse panels this time with Nani Pybus' collection of traditional Middle Eastern silver jewelry. The items were primarily acquired between 1986 and 1996 in North Yemen, Tunisia, Syria and Jordan. Many of the pieces came from Sana'a, North Yemen and surrounding areas, the work of master silversmiths whose craftsmanship is renowned in the Middle East. Other pieces are from the Berbers of North Africa and traditional Bedouin jewelry from across the Arabian Peninsula. Most of the collection would have belonged to nomadic Bedouin or village women who usually acquired most of their jewelry as part of their marriage dowry and wore it on their wedding day.



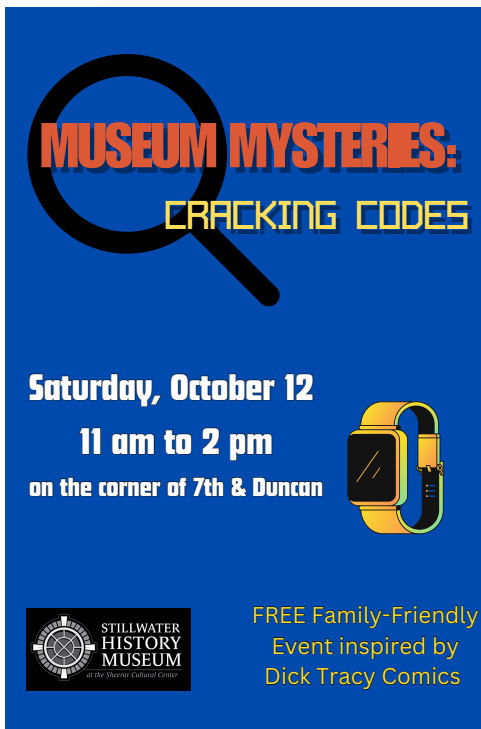
E X H I B I T S, cont'd

Exhibit Bays

The **MUSIC AND ENTERTAINMENT** and **GRANNY'S ATTIC** with its display of vintage toys have been open since April. The most recently completed bay is **SCHOOLS** featuring a history of Stillwater and rural Payne County schools and includes OAMC/OSU and the first Pistol Pete head. **KITCHEN COLLECTIONS** and **INVENTION AND INGENUITY** will both be ready for the October member exhibit reception. Innovation has been and is a part of Stillwater's history! From OAMC's experimental agricultural stations to cutting edge technology our community has impacted the world. Included in this exhibit you will learn about the world's leader in Crape Myrtle research, how SST Software started a farming revolution, Kicker's influence on the car audio market, the invention of the parking meter, how the road to Mars goes through Stillwater, a game that started at Hideaway, and more!

Work continues on the **BUSINESSES** and **OUR FIRST 50 YEARS** exhibits. A shadowbox of marketing memorabilia from 78 historic and current Stillwater businesses is but one element of this exhibit bay. An exhibit in the auditorium titled, "That's Entertainment" is also planned.

P R O G R A M S

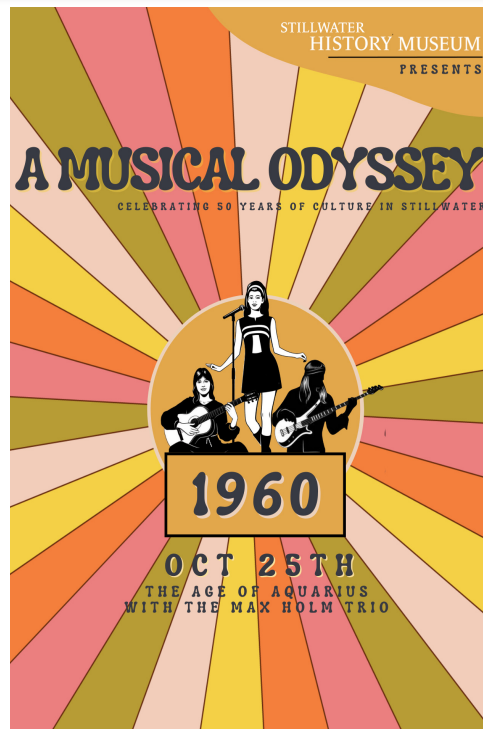


**MUSEUM MYSTERIES:
CRACKING CODES**

Saturday, October 12
11 am to 2 pm
on the corner of 7th & Duncan

FREE Family-Friendly
Event inspired by
Dick Tracy Comics

STILLWATER
HISTORY
MUSEUM
at the Sheeran Cultural Center

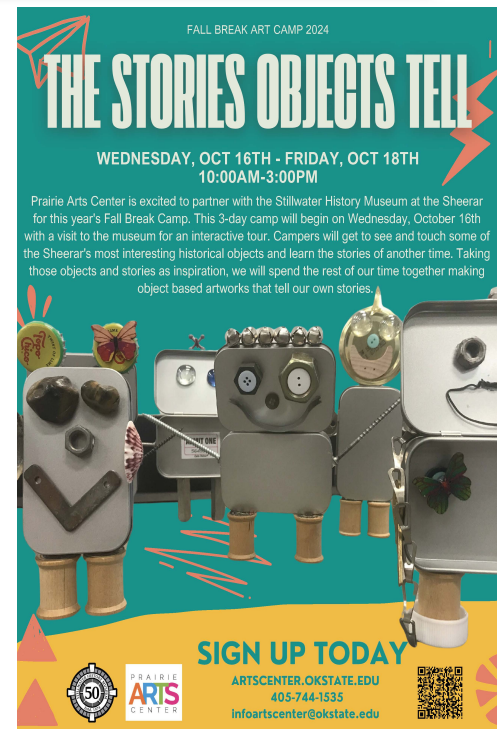


STILLWATER
HISTORY MUSEUM
PRESENTS

A MUSICAL ODYSSEY
CELEBRATING 50 YEARS OF CULTURE IN STILLWATER

1960

OCT 25TH
THE AGE OF AQUARIUS
WITH THE MAX HOLM TRIO



FALL BREAK ART CAMP 2024

THE STORIES OBJECTS TELL

WEDNESDAY, OCT 16TH - FRIDAY, OCT 18TH
10:00AM-3:00PM

Prairie Arts Center is excited to partner with the Stillwater History Museum at the Sheeran for this year's Fall Break Camp. This 3-day camp will begin on Wednesday, October 16th with a visit to the museum for an interactive tour. Campers will get to see and touch some of the Sheeran's most interesting historical objects and learn the stories of another time. Taking those objects and stories as inspiration, we will spend the rest of our time together making object based artworks that tell our own stories.

SIGN UP TODAY
ARTSCENTER.OKSTATE.EDU
405-744-1535
infoartscenter@okstate.edu

50th Anniversary
PRAIRIE
ARTS
CENTER

Mark your calendars!

Members-only reception
Thurs., Oct. 17, 4-6 p.m.
museum

Let's Talk About It
**book discussion series —final
two books**
Oct. 24, 6:30 p.m.
Nov. 21, 6:30 p.m.
auditorium lobby

1960s Concert-Max Holm trio
Oct. 25, 6:30 p.m.
\$10 members/\$15 non
auditorium

Holiday Concert
date in Dec. TBD

50TH ANNIVERSARY CELEBRATION BRUNCH

Join us in celebrating five decades of preserving our past at the Stillwater History Museum's 50th Anniversary Fundraiser. Mingle with good friends, share memories and help us ensure that the stories of yesterday continue to inspire tomorrow! A unique "Salute to Veterans" program will be presented.

Saturday, November 9, 2024, 10 a.m. at the
Community Center, 315 West Eighth, Stillwater

Individual tickets \$50 per person

Past President's Table, \$75 per person
dedicated table for Past Board Presidents

SPONSORSHIP

All sponsorships includes a table for 8 guests.
Please call for additional level-specific benefits.

Legacy Level, \$1,500 and above

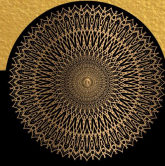
Sheerar Level, \$1,000

Friend Level, \$500



scan to purchase
tickets or tables

PURCHASE TICKETS NOW
 50TH ANNIVERSARY
 CELEBRATION BRUNCH


THE STILLWATER HISTORY MUSEUM

SATURDAY
NOVEMBER 9, 2024
10:00 AM

Stillwater Community Center
315 W 8th, Stillwater, OK

 **STILLWATER
HISTORY
MUSEUM**
at the Sheerar Cultural Center

YOU, our members, are the REASON we have reached our 50TH ANNIVERSARY!

Your donations allow the Stillwater History Museum at the Sheerar to remain open,
free to the public, and to offer quality educational and cultural programs to the Stillwater Community.

Your address label on this mailing will tell you your current year of membership.

Please consider renewing if your label reflects a 2024 or earlier date.

Renewals made in October or later will be considered to be for 2025.

Stillwater History Museum 2024 Associate Membership Renewal

We appreciate your support and hope you will consider
increasing your level of giving in this our 50th year!

Name _____

Address _____

City _____

Email _____

Check one: _____ email my newsletter _____ mail my newsletter

Phone _____

Ambassador \$5,000 _____

Fellow \$2,500 _____

Patron \$1,000 _____

Enthusiast \$500 _____

Donor \$250 _____

NARM Member \$120 _____

Friend \$119 & under _____

Call (405) 377-0359 or stop by to make a donation via credit card or
to set up **automatic monthly payments** (Donor level or higher).
You can also use the handy QR code to the right to pay online.

Make checks payable to: **Stillwater Museum Association.**
Thank you!

For Associates at the **NARM level
and higher**, we issue a membership
card with a gold NARM sticker so
members may take advantage of a
special benefit—

**FREE ADMISSION
to participating museums
across North America!**

Visit narmassociation.org/ for
additional information
about this program.



scan to renew your membership

North
American
Reciprocal

2024 ASSOCIATES THANK YOU!

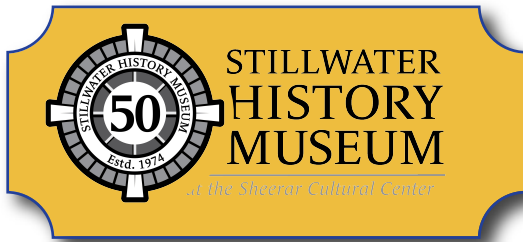
**Associate membership is for the calendar year.
Renewals made in October or later were considered to be for 2025**

Donor Level and higher members receive a copy of the Payne County Historical Committee's publication, the *Historical REVIEW*, as issues are published. NARM level and higher receive a membership card with a NARM sticker good for free admission to select museums across North America.

AMBASSADOR (\$5,000+) Debbie & Robert Breedlove* Kathy and Pat Dorr Vickie Sturgeon	McCracken Elizabeth Anne Matoy* Jan and Eddie Polk Robert Robinson Karen & Manny Rogers Leanita Shelby Surekha Sheorey Tim Smalley in memory of Frances Kay and Ray Smith 2025 Leesa & Michael Staubus Bill Thompson in memory of Cat* Karena Tyler Judie Varnum Judy White Tabitha Doescher and Joshua Wiener	Kayo and Larry Jones Kay Keys Amy Loch Phyllis Luebke Carol & Robert Maciula Martha and Roger McMillian Carolyn Meyer & Kel Pickens Sue Bonner & John Mills Charles Moore Edward Noltensmeyer & Carolyn Gang David Peters* Carol Ann Powell* Nani Pybus* Judy Ringwall James Showalter* Carol A Solick Rebekah Spaulding Ron Walker Grace and Bob Wettemann Debbie and Jeff Williams Mike and Mary Woods	PCHS LIFE MEMBERS Karl Baumgartner Tom D. Berry Bill and Mary Bryans Rena Carrier Dewey Clapp Steve Cundiff Art Daugherty Alex Evers John Charles Gage John J. Gardiner Kenneth Greiner Patti D. Harris Violet June Harris Jana Howell Stan & Sandra Kays Daniel & Lori Kimball David Lambert Glynn & Sandy McCauley, Maverick Gas Stan Tucker and Michael McDermott Roger Moore Greg Olds Vicki and John Phillips Kitty Pittman Shelly Ricker W. David Sasser Rusty & Peggy Shaw (Mary) Adran Wagner Barbara Wells Harland Wells
PATRON (\$1,000-\$2,499) Gladeen Allred* Patty and Steve Armbruster* Barbara Dunn Nelda and Kenneth Helt Ava and Lynn Osborn Annette and Jimmy Shamas, Shamas Family Foundation	NARM (\$120-\$249) Barbara & Larry Bellatti Linda Bentley Loretta and Dennis Bertholf Nan and Baker Bokorney Cindy and Stephen Carr Kay Cheaney Beverly and Kevin Collin Jonathan Drummond Nancy and Dale Durham Jane and Sam Earnest Linda and Ray Ely Cara Eubanks Denise & Danny Ferrell Gerald Frank Jennifer and Allen Glenn Frances K. Griffin Ann Halligan Lynda Hillier Judy & Larry Hoberock Chris and Gerald Horn James Horn* Sandra and Tim Ireland Darian Johnson Nancy and Lewis Johnson	FRIEND (\$119 and below) Laura Arata Bobbie Aupperle Breanna and Aaron Carlson Bob Chapman Cathy and Dale Chlouber* Ann Enix Nancy and Gary Franklin Perry Gethner Susie Glasscock Patricia Jaynes Karen and Ulrich Melcher Roger and Tara Moore Betty and Al Rutledge Jackson Seeberg Cynthia and Dick Shawley Susan and Bob Streeter Rebecca te Velde Gayle and Pat Ward* Christopher Weimer	
ENTHUSIAST (\$500-\$999) Sally Banks Roger Gose Rodette and Rick Green Joan Hert Judy Hull 2025 Ellen and Dale Ingram Caroline and John Linehan John Pollock Connie Stauter Dolores and Keith Willett			
DONOR (\$250-\$499) Linda & Calvin Anthony Judi Baker Nancy & Jim Beckstrom Ann and Jim Berry Lee & Amelia Chamberlain Jane and Gary Clark Ann Simma and Dick Decker Kayla & Matthew Dickey Malinda & Dick Fischer* Karen Gallagher and Bob			

*Note:
PCHS members who are
also Stillwater History
Museum members are listed
under museum memberships
with an **

STILLWATER MUSEUM ASSOCIATION



702 S. Duncan Street
Stillwater, OK 74074
405-377-0359
info@stillwaterokhistory.org
StillwaterOKhistory.org

The MISSION of the Stillwater History Museum at the Sheerar is to illuminate, preserve, and celebrate the diverse collective history of greater Stillwater.

You are important to us. Please let us know if we have inadvertently left your name off of one of the lists in this newsletter!

2024 CORPORATE SPONSORS

PLATINUM \$2,500



GOLD \$1,000



TEUBNER
FOUNDATION

SILVER \$500

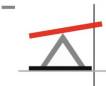


SCOUT SYSTEMS OF OKLAHOMA

BRONZE \$250



THOMAS N. BERRY & COMPANY



2023-24 Community Partners

City of Stillwater

Faye Allene Rife Brown Foundation

RESOLUTION NO. CC-2024-37

A RESOLUTION DISCONTINUING THE PARKING PERMIT PROGRAM FOR DESIGNATED PERMIT PARKING IN THE CITY OF STILLWATER PARKING LOT LOCATED ON LEWIS STREET BETWEEN 7TH AVENUE AND 8TH AVENUE KNOWN AS PARKING LOT 701; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Stillwater is the owner and operator of a public parking lot located on Lewis Street between 7th Avenue and 8th Avenue known as Parking Lot 701; and

WHEREAS, in 2011 the City of Stillwater designated twenty-three (23) parking spaces in Parking Lot 701 as permit parking spaces and implemented a Parking Permit Agreement which grants a permittee a revocable privilege to park in a designated space Monday through Friday, from 7:30 a.m. until 5:30 p.m.; and

WHEREAS; the current parking permit fee (\$120 per 6 months) is significantly below market value for other parking permit fees in the area; and

WHEREAS, designated parking in this lot reduces the number of available non-restricted public parking spaces; and

WHEREAS, city staff has reviewed this parking permit program in connection with long-term parking planning for downtown parking and determined that discontinuation of the program is in the best interest of the City; and

WHEREAS; the City provided notice to all permit holders on or about May 1, 2024 with the most recent 6 month renewals that the city may discontinue the parking permits on or after November 30, 2024; and

WHEREAS, the City Council has determined that discontinuing the parking permit program is in the best interest of the City and in furtherance of addressing the current downtown parking needs of the City and its residents and visitors;

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA:

Section 1. Parking Permit Agreement Program.

The Parking Permit Program for designated permit parking in the City of Stillwater Parking Lot located on Lewis Street between 7th Avenue and 8th Avenue known as Parking Lot 701 is hereby discontinued.

Section 2. Effective Date.

The effective date of the discontinuance of the Parking Permit Program shall be June 1, 2025.

PASSED AND ADOPTED this 18th day of November, 2024.

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY
CITY CLERK

APPROVED AS TO FORM AND LEGALITY this 18th day of Nov, 2024.

KIMBERLY CARNLEY, CITY ATTORNEY

ORDINANCE NO. 3550

AN ORDINANCE AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE V, OFFICERS AND EMPLOYEES, BY REPEALING SECTION 2-552, COLLECTIVE BARGAINING UNIT AGREEMENTS IN ITS ENTIRETY.

(AMENDMENTS HIGHLIGHTED BY STRIKETHROUGH AND UNDERLINING)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA THAT:

SECTION 1. That the Stillwater City Code, Chapter 2, Administration, Article V, Officers and Employees, Section 2-552, Collective bargaining unit agreements, be amended by repealing Section 2-552, Collective bargaining unit agreements, in its entirety as follows:

~~Sec. 2-552. - Collective bargaining unit agreements.~~

~~All terms and conditions of any contract or agreement between the city and any labor organization representing city employees shall require city council approval.~~

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF _____ 2024.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____ 2024.

KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 11-18-2024
Second Reading: