



Together, Investing in Municipal Excellence

STILLWATER UTILITIES AUTHORITY MEETING AGENDA
MARCH 24, 2025

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

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

1. Call Meeting to Order
2. Consent Docket

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

a.	Approve March 10, 2025 meeting minutes		
b.	Approve budget amendments to fund increased overtime related to the engine overhaul at the Stillwater Energy Center	SUA-25-06	Loren Smith

3. Public Comment on Items not Scheduled for Public Hearings
Stillwater City Code, Section 2-53(a) & (b), provides that taxpayers or residents of the city, or their authorized legal representatives, may address the Trustees at a regularly scheduled meeting on any item of business listed on the meeting agenda provided they have submitted a written request prior to the meeting either online at Request to speak form or via the form found in the lobby outside Council chambers.
4. Items Removed from the Consent Docket
Items removed from the consent docket are placed on this section of the agenda for discussion, revision, amendment and/or tabling prior to action by the Trustees. The Trustees may take action, including a vote or series of votes, on items removed to this section of the agenda after the requested discussion, revision, or amendment.
5. General Orders

a.	Approve Amendment No. 2 for a fee of \$574,446 for the West College Sewer Project; authorize General Manager to execute West College Sewer Project Amendment No. 2 and related documents; authorize total project expenditures of \$1,838,900 which includes past authorizations, design, land acquisition services, permitting, bidding, construction administration services, land acquisition purchases and contingency; and approve the related budget amendment.	SUA-25-07	Chris Humes
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6. Questions and Inquiries

7. Reports from Officers and Boards

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

8. Adjourn

On March 21, 2025 at 9:45 a.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

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

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

IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW THE AGENDA
WAS POSTED MARCH 7, 2025 AT 11:25 A.M. AT THE MUNICIPAL BUILDING,
723 SOUTH LEWIS, STILLWATER, OKLAHOMA

MINUTES
STILLWATER UTILITIES AUTHORITY
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
MARCH 10, 2025

PRESENT: VICE CHAIR AMY DZIALOWSKI, TRUSTEES CHRISTIE HAWKINS,
KEVIN CLARK AND TIM HARDIN
ABSENT: CHAIR WILLIAM H. JOYCE

1. CALL MEETING TO ORDER

Chair Joyce called the meeting to order at 5:58 p.m.

2. CONSENT DOCKET

- a. Approve February 24, 2025 meeting minutes.
- b. Approve award of BID: #1-2025 Sanitary Sewer Chemical Root Control Services to Dukes Root Control, Inc. in the amount of \$2.02 per linear foot of 6-inch and 8-inch sewer pipe and authorize the General Manager to sign related documents.
- c. Approve budget amendments to transfer funding from SUA Funds to the City's Self-Insurance Fund related to increased health insurance claims.

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

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

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

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

4. ITEMS REMOVED FROM CONSENT DOCKET

None.

5. QUESTIONS & INQUIRIES

None.

6. REPORTS FROM OFFICERS & BOARDS

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

- i) Discussion about scheduling items for upcoming meetings

7. ADJOURN

MOTION BY TRUSTEE CLARK, SECOND BY TRUSTEE HARDIN TO ADJOURN THE MARCH 10, 2025 REGULAR MEETING OF THE STILLWATER UTILITIES AUTHORITY.

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

The March 10, 2025 regular meeting of the Stillwater Utilities Authority adjourned at 5:59 p.m.

WILLIAM H. JOYCE, CHAIR
STILLWATER UTILITIES AUTHORITY

TERESA KADAVY, SECRETARY
STILLWATER UTILITIES AUTHORITY

REPORT TO: STILLWATER UTILITIES AUTHORITY**MEETING DATE: MARCH 24, 2025**

Agenda Item:	2.b. SUA-25-06
Previous/Related Action:	N/A
Background/Issue:	Electric utility staff are currently engaged in the engine overhaul project at the Stillwater Energy Center. In order to minimize downtime of each engine, staff is working a significant amount of overtime.
Proposal/Solution:	Approval of the budget amendments attached will provide the necessary funding for the overtime.
Financial Source/Impact:	Funds are available in the Rate Stabilization Fund. The funds necessary for the major overhaul project have been collected from the GRDA Variable Operation and Maintenance Payments provided monthly since 2016 and placed into an account in the electric rate stabilization fund.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to approve budget amendments to fund increased overtime related to the engine overhaul at the Stillwater Energy Center.
Prepared By:	Loren Smith, Electric Utility Dir.
Reviewed By:	Loren Smith Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, General Manager

Attachments

1. EL - OT for SEC Major Overhaul - 3.24.2025 - Expenditure
2. EL - TI for OT for SEC Major Overhaul - 3.24.2025 - Expenditure
3. EL - TO for OT for SEC Major Overhaul - 3.24.2025 - Expenditure

Budget Amendment Request
For Budget Year _____

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

Office: 405.372.0025
Web: stillwater.org

Date: _____

Department: _____

Requested by: _____

Explanation:

Increase:

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
	-				
	-				
	-				
	-				
	-				

Decrease:

	-				
	-				
	-				
	-				
	-				

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

Reviewed by Department Manager: Lo Smith

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 _____

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723 S. Lewis Street/P.O. Box 1449
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Office: 405.372.0025
Web: stillwater.org

Date: _____

Department: _____

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Explanation:

Increase:

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
	-				
	-				
	-				
	-				
	-				

Decrease:

	-				
	-				
	-				
	-				
	-				

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

Reviewed by Department Manager: Lo Smith

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 _____

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

Office: 405.372.0025
Web: stillwater.org

Date: _____

Department: _____

Requested by: _____

Explanation:

Increase:

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
	-				
	-				
	-				
	-				
	-				

Decrease:

	-				
	-				
	-				
	-				
	-				

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

Reviewed by Department Manager: Lo Smith

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--

REPORT TO: STILLWATER UTILITIES AUTHORITY

MEETING DATE: MARCH 24, 2025



Agenda Item:	5.a. SUA-25-07
Previous/Related Action:	○ SUA-18-40 Professional Services Agreement (PSA) with RJN ○ SUA-21-13 Contract Amendment No. 1 with RJN ○ SUA-22-24 authorization for easement expenditures ○ CC-22-141 Acceptance and execution of easements ○ CC-23-105 Acceptance and execution of easements ○ CC-23-136 Acceptance and execution of easements
Background/Issue:	The West College Sewer Project provides for design and construction of: • 9,700 linear feet of sewer line and manhole replacement or rehabilitation in the West College area, • 510 linear feet of sewer line improvements along Eyler Ln. and Ridge Dr., and • evaluation and rehabilitation of approximately 85 manholes throughout the city. Project authorizations total \$905,000 and the project design is at 90% complete. Since the summer of 2021, the project has been pending completion of easement acquisitions. To date, about a third of the easement acquisitions have been acquired.
Proposal/Solution:	Additional authorization and funds are needed to complete the design, acquire the remaining easements, provide additional services for two new sewer line sites, and provide construction administration services. Staff have negotiated with RJN for Contract Amendment No. 2 (CA2) to the PSA for a fee of \$574,446 for these needed services which will increase the contract amount to \$866,821. In addition, an additional \$273,300 is necessary to obtain the remaining easements and settle construction damages.
Financial Source/Impact:	Funds for design and acquisition services for the project are available in the Sewer Fund, which contains sufficient funds to complete this request.

	Construction funding for this project will include a \$5,000,000 congressional directive initiated by Senator Inhofe's Office. The funds are administered by the EPA. Any additional funds needed will be from the Sewer Fund.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #4 CONNECTED SPACES
Recommended Action/Motion:	Staff recommends a motion to: • Approve contract amendment #2 for a fee of \$574,446 for the West College Sewer Project; • Authorize the General Manager to execute contract amendment #2 and related documents; • Authorize total project expenditures of \$1,838,900 which includes design, land acquisition services, permitting, bidding, construction administration services, land acquisition purchases, contingency and previous project authorizations; and • approve the related budget amendment.
Prepared By:	Chris Humes
Reviewed By:	Candy Staring
	Brady Moore
	Teresa Kadavy
Submitted By:	Brady Moore, General Manager

Attachments

1. SUA 19SL01 Amendment No 2 - Exhibit K - RJN Signed rev4
2. BA_19SL01_Engr_Mar_2025_signed

This is **EXHIBIT K**, consisting of 13 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. 2

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: December 10, 2018
- b. Owner: Stillwater Utilities Authority
- c. Engineer: RJN Group, Inc.
- d. Project: West College (19SL01)

2. *Description of Modifications:*

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

Final Engineering Services:

- 1. Perform multiple site visits to ensure the plans represent the current conditions. This area has experienced significant development since the original topographical survey. Additional topographical survey as needed.
- 2. Update the construction plan set as needed to comply with SUA 2021 construction standards.
- 3. Perform additional topographical survey on areas that have been previously surveyed but have experienced significant changes due to new construction. The topographical survey will have a survey width of at least 20 feet on either side of the pipe centerline priced at \$7.00 per linear foot for up to 3,000 linear feet as shown in Attachment 1.
- 4. Perform QA/QC on the existing topographical survey since the original survey was performed by a surveyor that no longer resides in Stillwater, Oklahoma priced at \$2.00 linear foot for up to 11,108 linear feet as shown in Attachment 1. The QA/QC services include:
 - a. Check benchmarks/control coordinate and elevation precision.
 - b. Right of way geometry confirmation, recovery of monumentation, construction of right of way per legal descriptions of record/platted subdivisions.

- c. Walk through all topographical survey to determine all physical features shown are accurate per their description in survey/location/appearance on-site.
 - d. Elevation checks on existing manholes, invert elevations, pipe sizes where determinable.
5. Coordinate sub-consultants to complete the topographical survey, existing topographical survey QA/QC, easement documents, and easement acquisition services.
6. Coordinate with private utilities (gas, fiber, phone, communication, etc.) through SUA and ensure conflicts with these utilities and the project are identified and their relocation work is appropriately scheduled by their owner(s) to be clear of the project ahead of anticipated construction start.
7. Update the construction plan set based on the results of multiple site visits, topographical survey QA/QC, incorporating additional topographical survey, proposed easement locations, and results of coordination with private utilities.

Construction Phase Services:

The 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, Engineer shall:

1. *Project Management Services after Construction Contract Award:* Provide management services after award by Owner's governing body through completion of Work. Services include, but are not limited to, the following:
 - a. Conform the Contract Documents to include all addenda and any other changes or updates issued prior to Contract Award.
 - b. Coordinate with the Owner and awarded Contractor to gather all required documents in order to assemble the Conformed Construction Contract Documents.
 - c. Facilitate and oversee execution of Construction Contract through coordination with all parties.
 - d. Coordinate, organize, schedule and conduct the Pre-Construction Conference including agenda, meeting summary and all follow on services.
 - e. Provide project management services throughout the construction phase including tracking, scheduling, coordination, reporting, correspondence, documentation, coordination and other required services for project management.
 - f. Verify Contractor and Subcontractors have all required permits before beginning Work.

- g. Coordinate with Engineering, Water Utilities, Public Works and other City departments and conduct all Work required (in advance of or during the Project) to ensure that all Project Work for a complete, compliant and successful project is accomplished. These items include, but are not limited to, test shutdowns, traffic, pedestrians, 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, City Standards, City SOPs, and all local, county, state and federal rules and regulations).
 - h. 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.
- 2. *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.
 - 3. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Owner or Engineer including, but not limited to, Progress Schedule, Schedule of Submittals, and Schedule of Values.
 - 4. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed or to ensure Contractor's compliance with the Contract Documents.
 - 5. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary and as requested by Owner, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer 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, Task Order and/or 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. Based on information obtained during such visits and observations, Engineer will determine in general if the Contractor's Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed, in a timely fashion, of the progress of the Work and immediately advise Owner of any deviation from Contract Documents.

- b. The purpose of Engineer's visits to the Site of the specific Project 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, or 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 and/or perform the Work in accordance with the Contract Documents.
6. *Defective Work:* Notify the Owner immediately if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
7. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents, including RFIs, as appropriate to the orderly completion of 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 any field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
8. *Claims by Contractor:* Engineer shall review all claims by Contractor including but not limited to delays, differing site conditions and requests for additional time and/or compensation.
9. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate. Identify best solution (considering price, schedule, constructability, state statute, etc.) for required changes to Engineer's plans, prepare all required documents (exhibits, attachments, figures, reports, etc.) to support the Change Order. Prepare Draft and Final Reports and PowerPoint slides to support Owner's Project Manager for presentations to City Council/SUA. Attend City Council/SUA Meetings, as necessary to support the Project, and be prepared to defend Project decisions and progress during the meetings.
10. *Shop Drawings, Samples, Submittals, and other Data:* Review and approve or take other appropriate action in respect to Shop Drawings, Samples, Submittals and other Data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as

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

11. *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.
12. *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 shall advise the Contractor if any rework is necessary to meet the Contract Documents.
13. *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:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any

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

14. *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, as-builts and other data approved as provided in the Owner/Engineer Agreement, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in the Owner/Engineer Agreement.
15. *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, create and distribute a final punch-list, which has been reviewed and approved by the Owner in advance, to the Contractor.
16. *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.

Post-Construction Phase

Engineer shall:

1. 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.
2. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
 - a. Record Drawings.
 - 1) Provide record drawings reflecting all field changes and final quantities. Submittals shall include two full sized reproducible prints, one AutoCAD format file, one full sized PDF file and one true half sized PDF file.
 - 2) 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.
 - 3) 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.

- 4) Provide to Owner all project documentation to owner in electronic format organized into folders as specified by Owner.
- 5) Provide Owner with a Contractor evaluation report using the Owner's template.

Land Acquisition Services:

1. All parcels are identified as contiguous properties with unity of title and use and will be acquired in compliance with the Uniform Relocation Act.
2. Title Investigation: Secures the following from public records or other sources and compiles into a report. If certified copies of documents from County Clerk are required fees, will be billed at actual cost.
 - a. Copy of Assessor's card
 - b. The current owner's name(s) as it appears on the vesting document
 - c. Property description as written on vesting document
 - d. Book and page of the recorded vesting documents
 - e. Date vesting documents executed and filed
 - f. Type of vesting document
 - g. Mortgages/liens (description, amount, and signature pages), leases and recording data for each
 - h. All Public, Private Easements, Lis Pendens, Access Easements, and their recording data
 - i. Past owners for at least the 5-year period immediately preceding the title search or if beyond 5 years, until good title is found.
 - j. Good title is generally defined as warranted and defendable title. Quit Claim Deeds and other nonwarranted deeds are not considered good title. If good title cannot be identified, the use of an approved title attorney, abstracting company may be suggested and would be billed at actual cost.
3. Staking: SUA will provide legal descriptions and exhibits. The affected parcels will be staked.
 - a. The centerline of survey or construction reference line for this project is to be sufficiently identified by PK nails and paint at least every 300 feet for accuracy in staking the right-of-way.
 - b. The following color-coding scheme is to be used for flagging laths and spray painting around PK nails:
 - i. Existing R/W – Blue
 - ii. Proposed/New Permanent R/W – Red
 - iii. Temporary R/W – Green
 - iv. Easements (utility or channel) – Yellow

- c. All corners and breaks (changes in direction), in existing R/W, (if no new R/W is acquired), proposed permanent R/W and utility easements are to be set with:
 - i. Proposed/New R/W – red flagged, 60d nails and marked laths.
 - ii. Temporary R/W – green flagged, 60d nails and marked laths.
 - iii. Existing R/W – blue flagged, 60d nails and marked laths.
 - iv. Easements (utility or channel) – yellow flagged and marked laths.
 - d. In/on paved areas – PK nails marked with spray paint, depending on the type of R/W (approx. 2” diameter circle centered on the PK nail).
 - e. The laths used in grassy areas are to be flagged according to the color-coding scheme listed above and are to have the following clearly written on them with a durable marking method (i.e., magic marker, etc.):
 - i. Proposed/New R/W or Present R/W, (If no new R/W is acquired), Utility Easement, or whichever is applicable.
 - ii. Centerline station & plus and distance Lt. or Rt. to the point.
 - f. Intermediate points shall be set and marked by a 60d nail and a lath (marked and color-coded as described above) where necessary such that the proposed (New)/existing R/W line, easements and/or temporary R/W lines will be marked at least every 300 feet or where there is an obstruction(s) that prevents seeing between the breaks/corners.
- 4. Waiver preparation:
 - a. Research and Identify land value based on sales comparables
 - b. If a Market Study by appraiser is utilized, this cost will be billed at actual cost.
 - c. Costs to remedy damages to property. Based on:
 - i. Estimates
 - ii. Costs derived from other projects
 - iii. Nominal amount placed by an experienced evaluator
- 5. Negotiation Services:
 - a. Offer preparation and securing documents preparation including:
 - i. Offer Letter
 - ii. Summary Statement
 - iii. Easement Documents
 - iv. Oklahoma Landowners’ Bill of Rights
 - v. Accounting Forms to process payments
 - vi. Mortgage information forms
 - 1. To obtain permission to discuss with mortgage companies

- 2. Forms for release/consent to easement
 - vii. Other forms may be added to the packet as requested by SUA.
 - viii. Meetings with landowners. Typical meetings would include:
 - 1. Offer Presentation
 - 2. Negotiations
 - 3. Securing documents
 - ix. Coordination with mortgage companies to obtain mortgage releases or consent to easement. Additional costs – see item 7.
 - 1. Contact and coordinate with Mortgage Company to satisfy requirements for a consent to easement or mortgage release.
 - a. Costs or requirements (application fees) will be submitted to SUA for approval and billed at actual cost. Attachment 1 includes a NTE of \$10,000.00.
 - x. Coordinate with SUA for payment to landowners
 - 1. Deliver checks if on project site for other business
 - 2. Mail Certified
 - xi. File Easements and any applicable releases with County Clerk.
 - 1. Filing fees will be billed at actual cost
 - xii. Deliverable: Completed property PDF file delivered to SUA inclusive of the following documents:
 - 1. Contact log
 - 2. Valuation packet (appraisal/review)
 - 3. Offer information
 - 4. Signed documentation
 - 5. Applicable parcel correspondence
6. Condemnation Services:
- a. Provide condemnation services support as needed. Attachment 1 assumes 6.
7. Pass Through Costs:
- a. Filing fees (\$18.00 for first page + \$2.00 for each additional page)
 - b. Easements – Attachment 1 assumes 55.
 - c. Easement Staking – Attachment 1 assumes 55.
 - d. Mortgage release/consent to easement – Attachment 1 assumes 30.
 - e. Mortgage release/consent to easement application fees (to be determined by each mortgage company) – Attachment 1 includes a NTE amount of \$10,000.00.
 - f. Mileage (current GSA rate) Attachment 1 includes a NTE amount of \$5,000.00.

8. Additional Potential Costs:

- a. Market Study – provided by Appraiser, will include both land sales and improved sales, full transactional write-ups, and maps showing their locations. Attachment 1 assumes 1.
- b. Appraisals – Compliant with URA and USPAP Requirements. Attachment 1 assumes 8.
- c. Appraisal Reviews– Compliant with URA and USPAP Requirements. Attachment 1 assumes 8.
- d. Mortgage Release/Consent Easement – when a mortgage release or consent to easement is required, an additional fee of \$500/ea will be billed for time spent working with mortgage holder, landowner, RJN and SUA. Attachment 1 assumes 30.

College Gardens Water and Sewer Rehabilitation Scoping

Engineer shall:

1. Review all existing College Gardens Water and Sewer Rehabilitation project data completed to date. Develop and present to SUA a proposal to complete remaining engineering design and construction phase services necessary to complete the College Gardens Water and Sewer Rehabilitation project through construction. It is anticipated that a new contract or amendment to this contract will be executed to complete the additional work identified in this project scoping task.

West 6th Avenue and North Country Club Road Sewer Design

Engineer shall:

1. Perform preliminary engineering, final engineering, topographical survey, land acquisition, and easement staking services for approximately 370 linear feet of sanitary sewer improvements located west of the intersection at West 6th Avenue and North Country Club Road.

West 6th Avenue and South Willis Street Sewer Alternative Evaluation

Engineer shall:

1. Evaluate design alternatives to replace an existing sanitary sewer aerial crossing and provide a recommended solution. A preliminary topographical survey will be performed to survey existing manholes and creek elevations. The sanitary sewer improvements are located east of South Ridge Drive, west of South Willis Street, and north of West 6th Avenue. It is anticipated that a new amendment to this contract will be executed to complete the design, full topographical survey, bidding, and construction phase services.

Attachments:

Attachment 1 to Exhibit K: Project Fee Breakdown

Attachment 2 to Exhibit K: Project Schedule

5. Agreement Summary (Reference only)
- | | |
|-------------------------------------|----------------------|
| a. Original Agreement amount: | \$ <u>282,575.00</u> |
| b. Net change for prior amendments: | \$ <u>9,800.00</u> |
| c. This amendment amount: | \$ <u>574,446.00</u> |
| d. Adjusted Agreement amount: | \$ <u>866,821.00</u> |

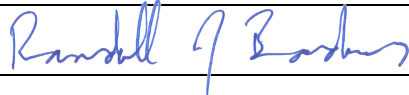
The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

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 _____.

OWNER:
Stillwater Utilities Authority

ENGINEER:
RJN Group, Inc.

By: _____

By: 

Title: Brady Moore, General Manager

Title: **Vice President**

Date Signed: _____

Date Signed: **03/03/2025**

ATTACHMENT 1 - PROJECT FEE BREAKDOWN
PROFESSIONAL ENGINEERING SERVICES
WEST COLLEGE
SUA PROJECT NO. 19SL01

RJN Group, Inc.

SUMMARY OF QUANTITIES, MAN-HOURS AND COSTS (T&M)
PROJECT FEE SCHEDULE

Engineering Design, Bid Solicitation & Construction Phase Services
City of Stillwater, Oklahoma

Hourly Wage Rates	\$265.00	\$210.00	\$170.00	\$130.00	\$160.00	\$140.00	\$100.00	\$95.00		
	Estimated Man-hours								Task	Direct Cost
	PD	PM	PE	EI	SCD	CD	ET	AD	Hours	Breakdown
Final Engineering - Amendment 2										
Final Engineering Project Management	8	44	8	4	8			8	80	\$15,280.00
Site Visits	8	24	24	12					68	\$12,800.00
Prepare Final Drawings & Address City Comments		12	16	24	100		20	8	180	\$27,120.00
Prepare Contract Documents, Bid Proposal & Spec. Conds.		10	6	8			16	10	50	\$6,710.00
Prepare Final Engineer's Opinion of Probable Cost		2	2	2					6	\$1,020.00
Plan Review Meeting with City Staff (1 meeting)		4	4						8	\$1,520.00
Utility Coordination		16	12	2	12				42	\$7,580.00
Final Engineering QA/QC	8	12							20	\$4,640.00
Address Final City Comments/Plot & Deliver Final Documents		16	8	8	40		4	4	80	\$12,940.00
Subtotal Final Engineering - Amendment 2	24	140	80	60	160	0	40	30	534	\$89,610.00
Reimbursable Expenses - Amendment 2										\$1,295.00
Total Final Engineering - Amendment 2										\$90,905.00
Total Final Engineering - Adjusted Agreement										\$138,266.00
Construction Phase Services - Amendment 2										
Project Management Services	4	44	20						68	\$13,700.00
Project Meetings and Conferences	4	20	12						36	\$7,300.00
Prepare Pay Applications and Change Orders	4	16	8						28	\$5,780.00
Subtotal Construction Phase Services - Amendment 2	12	80	40	0	0	0	0	0	132	\$26,780.00
Reimbursable Expenses - Amendment 2										\$1,045.00
Total Construction Phase Services - Amendment 2										\$27,825.00
Total Construction Phase Services - Adjusted Agreement										\$50,825.00
College Gardens Sanitary Sewer Scoping - Amendment 2										
Review Sanitary Sewer Project Data to Develop Scope	12	40							52	\$11,580.00
Total College Gardens Sanitary Sewer Scoping - Amendment 2	12	40	0	0	0	0	0	0	52	\$11,580.00
College Gardens Water Line Scoping - Amendment 2										
Review Water Line Project Data to Develop Scope	12	40							52	\$11,580.00
Total College Gardens Water Line Scoping - Amendment 2	12	40	0	0	0	0	0	0	52	\$11,580.00
West 6th Avenue and North Country Club Road Sewer Design - Amendment 2										
Preliminary Engineering	1	10	10		16				37	\$6,625.00
Final Engineering	1	6	6		8				21	\$3,825.00
Total West 6th Avenue and North Country Club Road Sewer Design - Amendment 2	2	16	16	0	24	0	0	0	58	\$10,450.00
West 6th Avenue and South Willis Street Sewer Alternative Evaluation - Amendment 2										
Study and Report Phase Project Management	1	4							5	\$1,105.00
Site Visit		8	8						16	\$3,040.00
Conceptual Design/Layout & Report	1	8	8						17	\$3,305.00
Total West 6th Avenue and South Willis Street Sewer Alternative Evaluation - Amendment 2	2	20	16	0	0	0	0	0	38	\$7,450.00
Subtotal T&M Phases - Amendment 2										\$159,790.00
Topographic Survey @ \$7.00/LF for up to 3,000 LF										\$21,000.00
Topographic Survey QA/QC @ \$2.00/LF for up to 11,108 LF										\$22,216.00
Easement Staking Services @ \$650/EA for up to 55 Properties										\$35,750.00
Land Acquisition Services @ \$4,500/EA for up to 55 Properties										\$247,500.00
Document Recording Fees @ \$18 for first page and \$2/EA additional page										\$1,800.00
Mileage @ GSA Rates										\$5,000.00
Mortgage Release/Consent to Easement Application Fees @ TBD/EA										\$10,000.00
Market Study @ \$6,500/EA For 1 Project Area										\$6,500.00
Appraisals (as needed if \$10,000.00 threshold is exceeded) @ \$2,250/EA for up to 8 Appraisals										\$18,000.00
Appraisal Reviews (required for any appraisal) @ \$1,250/EA for up to 8 Appraisal Reviews										\$10,000.00
Condemnation Support @ \$250/EA for up to 6 Support Efforts										\$1,500.00
Mortgage Release/Consent to Easement @ \$500/EA for up to 30 Mortgage Releases										\$15,000.00
6th and Country Club Topographic Survey @ \$7.00/LF for up to 370 LF										\$2,590.00
6th and Country Club SUE										\$5,000.00
6th and Country Club Land Acquisition Services @ \$4,500/EA for up to 2 Properties										\$9,000.00
6th and Country Club Easement Staking Services @ \$650/EA for up to 2 Properties										\$1,300.00
6th and Willis Preliminary Topographic Survey @ \$2,500/Day for 1 Day of Survey										\$2,500.00
Subtotal Subconsultant Costs - Amendment 2										\$414,656.00
TOTAL AMENDMENT 2:										\$574,446.00
TOTAL AMENDMENT 1:										\$9,800.00
TOTAL ORIGINAL AGREEMENT:										\$282,575.00
TOTAL ADJUSTED AGREEMENT:										\$866,821.00

ATTACHMENT 2 - PROJECT SCHEDULE
WEST COLLEGE
SUA PROJECT NO. 19SL01

ID	Task Name	Duration	Start	Finish	2025												2026												2027						
					Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	
1	Notice to Proceed	0 edays	Mon 3/10/25	Mon 3/10/25																															
2	Kickoff Meeting	0 edays	Mon 3/17/25	Mon 3/17/25																															
3	College Gardens Water and Sewer Scoping	14 edays	Mon 3/17/25	Mon 3/31/25																															
4	West 6th Avenue and North Country Club Road Sewer Design	200 edays	Mon 3/17/25	Fri 10/3/25																															
5	West 6th Avenue and South Willis Street Sewer Alternative Evaluation	67 edays	Mon 3/17/25	Fri 5/23/25																															
6	Topographic Survey QA/QC	75 edays	Mon 3/17/25	Sat 5/31/25																															
7	Additional Topographical Survey (if neccessary)	60 edays	Thu 4/10/25	Mon 6/9/25																															
8	Land Acquistion Services	365 edays	Mon 3/17/25	Tue 3/17/26																															
9	Pre-Final Plans (90%)	207 edays	Mon 3/17/25	Fri 10/10/25																															
10	Submit Pre-Final Plans and Specifications	0 days	Fri 10/10/25	Fri 10/10/25																															
11	City Review	28 edays	Fri 10/10/25	Fri 11/7/25																															
12	Final Plans and Specifications	35 edays	Fri 11/7/25	Fri 12/12/25																															
13	Submit Final Plans and Specifications	0 edays	Fri 12/12/25	Fri 12/12/25																															
14	City Review	28 edays	Fri 12/12/25	Fri 1/9/26																															
15	Submit Bid Documents	21 edays	Fri 1/9/26	Fri 1/30/26																															
16	Permitting	60 edays	Fri 10/10/25	Tue 12/9/25																															
17	Bid Advertisement	0 days	Tue 3/17/26	Tue 3/17/26																															
18	Bidding and Contracting Assistance	90 days	Wed 3/18/26	Fri 6/12/26																															
19	Start Construction	0 days	Fri 6/12/26	Fri 6/12/26																															
20	Construction Assistance	365 edays	Fri 6/12/26	Sat 6/12/27																															
21	Prepare Record Drawings	30 edays	Sat 6/12/27	Mon 7/12/27																															
22	Submit Record Drawings	0 edays	Mon 7/12/27	Mon 7/12/27																															



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

Office: 405.372.0025
Web: stillwater.org

Budget Amendment Request
For Budget Year 2025

Date: 03/13/2025

Department: Water Resources

Requested by: Candy Staring

Explanation:

Expenditures:

Increase budget appropriations for the West College Sewer project. Funding is from the Wastewater Fund.

Account Name	Account Number (xxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
West College Sewer - Construction	9139366 - 54009	19SL01913	\$ 100,187	\$ 660,600	\$ 760,787
West College Sewer - Land Acquisition	9139366 - 54013	19SL01913	\$ 448,448	\$ 273,300	\$ 721,748
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

Increase:

Decrease:

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

\$ 933,900

Reviewed by Department Manager: Candy Staring

Date: 14 March 2025

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: _____

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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