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CITY COUNCIL MEETING AGENDA
JULY 7, 2025

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

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

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

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

a.	Approve June 16, 2025 regular meeting minutes		
b.	Approve a Sublease Agreement for FY25-26 with Stillwater Trailrider's, Inc. for the operation of a motorcycle and all-terrain vehicle recreational area on land leased by the City from OSU.		Barbara Bliss
c.	Approve carry forward of budget appropriations from FY25 to FY26.	CC-25-95	Christy Cluck
d.	Approve Encroachment Agreement and Release of Liability with The Gamma Delta Chapter of Sigma Chi House Corporation, and Gamma Delta Investors, LLC, for encroaching into the closed alley/proposed utility easements in Block Three of the West College Addition and authorize the Mayor to execute the Agreement.	CC-25-96	David Barth

e.	Award bid #14-2025 for a passenger boarding bridge at the Stillwater Regional Airport terminal to Oshkosh AeroTech, LLC in the amount of $1,150,522 and authorize the City Manager to sign related documents.	CC-25-97	Kellie Reed
f.	Award bid #19-2025 for furniture, furnishings, and equipment at the Stillwater Regional Airport terminal to L&M Office Furniture in the amount of $467,638.84 and authorize the City Manager to sign related documents.	CC-25-98	Kellie Reed
g.	Approve Use & Lease Agreement between City of Stillwater/Stillwater Regional Airport and American Airlines and authorize the City Manager to sign related documents.	CC-25-99	Kellie Reed
h.	Acceptance of two waterline easements and an electric easement for a new subdivision named Stonewall Ranch located outside city limits.	CC-25-100	David Barth
i.	Acceptance of an Electric Easement for OSU at the Michael Morgan Building located at 1110 S Innovation Way.	CC-25-101	Joshua Brown
j.	Memo to set the public hearing for a closing of an easement at 707 E Airport Road for The Hub II commercial project.	CC-25-102	Joshua Brown
k.	Approve Task Order No. 2 with Gose & Associates for design and construction administration related services for various sidewalk improvements throughout the City, authorize expenditures not to exceed $173,253, authorize the City Manager to sign related documents, and approve the related budget amendment.	CC-25-103	Bill Millis
l.	Approve budget amendments reflecting revenues and expenditures related to the issuance of General Obligation Limited Tax Bonds, Series 2025 on June 27, 2025.	CC-25-104	Christy Cluck

4. Public Comment on Items not Scheduled for Public Hearings

Stillwater City Code, Section 2-53(a) & (b), provides that taxpayers or residents of the city, or their authorized legal representatives, may address the Council at a regularly scheduled meeting on **any item of business**

listed on the meeting agenda provided they have submitted a written request prior to the meeting either online at Request to speak form or via the form found in the lobby outside Council chambers.

5. Items Removed from the Consent Docket

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

6. 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-2025-12; SUA-2025-3: A RESOLUTION AMENDING TERMS AND CONDITIONS OF SERVICE FOR MUNICIPAL UTILITIES BY AMENDING SECTION I, GENERAL INFORMATION, CHAPTER 2, GENERAL POLICIES BY AMENDING SECTION 1.2.5, DENIAL OF SERVICE; ADDING SECTION 1.2.11, UNIFIED BILL; ADDING SECTION 1.2.12, IDENTITY THEFT PREVENTION POLICY; AMENDING SECTION 1, GENERAL INFORMATION, CHAPTER 3, SPECIAL PROGRAMS BY AMENDING SECTION 1.3.3, UTILITY ASSISTANCE PROGRAM; AMENDING SECTION II, POLICY MANUAL FOR UTILITY ACCOUNTS, BILLING, & COLLECTIONS, CHAPTER 4, FRAUDULENT USE OF UTILITY SERVICES BY ADDING SECTION 2.4.7, DECEASED ACCOUNT HOLDER; AND BY AMENDING SECTION III, DEFINITIONS.
b.	RESOLUTION NO. CC-2025-13: A RESOLUTION OF THE STILLWATER CITY COUNCIL APPROVING THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2025 AIRPORT IMPROVEMENT PROGRAM DISCRETIONARY FUNDS ADMINISTERED BY THE FEDERAL AVIATION ADMINISTRATION FOR AIRPORT INFRASTRUCTURE IMPROVEMENTS AT STILLWATER REGIONAL AIRPORT; AND APPROVING THE ASSOCIATED BUDGET AMENDMENTS FOR THE REQUIRED SPONSOR MATCH
c.	RESOLUTION NO. CC-2025-14: A RESOLUTION OF THE STILLWATER CITY COUNCIL APPROVING THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2025 AIRPORT INFRASTRUCTURE GRANT FUNDS ADMINISTERED BY THE FEDERAL AVIATION ADMINISTRATION FOR AIRPORT INFRASTRUCTURE IMPROVEMENTS AT STILLWATER REGIONAL AIRPORT; AND CONFIRMING APPROPRIATION OF THE SPONSOR MATCH
d.	RESOLUTION NO. CC-2025-15: A RESOLUTION OF THE STILLWATER CITY COUNCIL AUTHORIZING THE WAIVER OF STILLWATER FIRE DEPARTMENT BILLS FOR RURAL FIRE SERVICES PROVIDED IN RESPONSE TO THE MARCH 14, 2025 WILDFIRE DISASTER

7. 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. 3574: AN ORDINANCE AMENDING STILLWATER CITY CODE BY AMENDING CHAPTER 16, CRIMES, MISCELLANEOUS OFFENSES AND PROVISIONS, BY REPEALING ARTICLE VII, SMOKING, IN ITS ENTIRETY; AND CREATING AND ADOPTING CHAPTER 16, CRIMES AND MISCELLANEOUS OFFENSES AND PROVISIONS, ARTICLE VII, USE OF TOBACCO PRODUCTS AND VAPOR PRODUCTS IN CERTAIN PLACES PROHIBITED; SECTION 16-170, DEFINITIONS; SECTION 16-171, PROHIBITED CONDUCT; SECTION 16-172, REQUIRED SIGNS; SECTION 16-173, PENALTIES AND ENFORCEMENT; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR STATUTORY CONSTRUCTION AND SEVERABILITY.

Second Read

a.	ORDINANCE NO. 3572: AN ORDINANCE CLOSING AN ALLEY RIGHT-OF-WAY ABUTTING PROPERTIES LOCATED AT 1101 AND 1123 W. UNIVERSITY AVENUE, 221 S. LINCOLN AND 206 S. MONROE STREETS.

8. 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
b.	Miscellaneous items from the City Manager
c.	Miscellaneous items from the City Council

9. Questions and Inquiries
10. Adjourn

On July 3, 2025 at 1:45 p.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

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

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

IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED JUNE 13, 2025 AT 9:45 A.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA

MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
JUNE 16, 2025

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

1. CALL MEETING TO ORDER

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

2. PLEDGE OF ALLEGIANCE

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

3. CONSENT DOCKET

a. Approve June 2, 2025 regular meeting minutes.
b. Approve budget amendments to reflect receipt and appropriation of insurance proceeds related to property damage.
c. Approve budget amendments increasing Visitor Tax revenue projections and increasing transfer of tax revenue to the Destination Marketing Fund and Visitor Amenities Fund in the Stillwater Economic Development Authority.
d. Approve budget amendments to increase sales and use tax projections for FY25 and provide for the transfer of dedicated sales tax to the Stillwater Utilities Authority and transfer to the City Capital Fund.
e. Approve Lease Agreement with Oklahoma State University for property located at 6909 W. 56th Street in the amount of $9,999 for the purpose of subleasing the property for the operation of a motorcycle and all-terrain vehicle recreational area for July 1, 2025 – June 30, 2026.
f. Approve Extension of Lake McMurtry Operations Agreement with Lake McMurtry Friends, Inc. in the amount of $180,000 for July 1, 2025 – June 30, 2026.
g. Approve Extension of the Lease Agreement with Project H.E.A.R.T., Inc. in the amount of $2,520 for utilities and $8,316 for janitorial services for July 1, 2025 – June 30, 2026.
h. Approve Extension of the Agreement between the City of Stillwater and Payne County Youth Services, Inc. in the amount of $15,000 for July 1, 2025 – June 30, 2026.
i. Approve Contract Extension #1 to the Operation/Maintenance Agreement for Lakeside Memorial Golf Course with Henderson Golf Management, LLC in the amount of $120,000 for July 1, 2025 – June 30, 2026.
j. Approve FY25-26 benefits administration contracts as outlined in the attached staff report and authorize the City Manager to sign the related agreements.
k. Acceptance of new public infrastructure for a water line that serves the new Murphy Fuel Station at 115 N. Perkins Road.
l. Approve budget amendments reflecting receipt and appropriation of $1,035.98 in donations to the Stillwater Public Library

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m. Approve the development agreement with Gamma Delta Chapter of Sigma Chi House Corporation and Gamma Delta Investors, LLC regarding requirements for closing and vacating the alley abutting properties located at 1101 and 1123 W. University Avenue, 206 S. Monroe Street, and 221 S. Lincoln Street and authorize the Mayor to execute the Agreement.

Councilor Hardin removed item i. from the Consent Docket.

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

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

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

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

5. ITEMS REMOVED FROM CONSENT DOCKET

i. Approve Contract Extension #1 to the Operation/Maintenance Agreement for Lakeside Memorial Golf Course with Henderson Golf Management, LLC in the amount of $120,000 for July 1, 2025 – June 30, 2026.

Councilor Hardin reported that he has had complaints from Lakeside Golf Course customers that better maintenance is needed at the golf course. He suggested that there needs to be a better way to get feedback from the users before the golf contract is up for renewal.

Michael Henderson, Henderson Golf Management, stated that he is available 24 hours a day by email through the website and through staff. He reported that the Director of Maintenance is on the property every day, and the maintenance crew leaves around 3:00 p.m. every day. Mr. Henderson stated that staff is fully available to talk to anyone anytime and he addressed Councilor Hardin's questions and concerns.

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR HAWKINS TO APPROVE ITEM i. FROM THE CONSENT DOCKET.

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

6. PUBLIC HEARINGS

a. Receive public comment for a closing of an alley right-of-way abutting properties located at 1101 and 1123 W. University Avenue, and 221 S. Lincoln and 206 S. Monroe Streets.

Senior Planner Henry Bibelheimer presented the report.

Mayor Joyce opened the public hearing.

Willie Baker, stated that he would like to yield his comments to Jim Kuykendall.

Jim Kuykendall, 10106 S. 69th E Avenue, Tulsa, OK, spoke in favor of closing the alley and approval of Ordinance No. 3572.

Mayor Joyce closed the public hearing.

Staff recommends approval of Ordinance No. 3572 closing the alley abutting properties located at 1101 and 1123 W. University Avenue.

No action was taken on this item.

b. Receive public comment to establish a Planned Unit Development (PUD25-02) in Small Lot Single-Family Residential (RSS) zoning at property addressed as 1924 and 2002 E. McElroy Road.

Senior Planner Henry Bibelheimer presented the report.

Mayor Joyce asked for an overview of how the plans like this are reviewed internally. Mr. Bibelheimer explaned the process of reviewing these applications.

Fire Marshal Thomas Tharp explained the fire codes and answered Council's questions.

Mayor Joyce opened the public hearing.

Stephen Gose, Gose and Associates, 113 E. 8th Avenue, explained the Planned Unit Development (PUD) plans and spoke in favor of the applicant, Hawk Development.

Simon Ringsmuth, 1705 E. Linda Avenue, spoke against rezoning and the PUD.

Jennifer Sanders, 1702 E. McElroy Road, spoke against the rezoning and the PUD.

Steven Fairbanks, 1724 E. McElroy Road, spoke against the PUD.

Larry Caldwell, 3312 W. Cypress Mill, spoke against the PUD.

Dave Meyer, 1102 N. Payne Street, spoke against the PUD.

John Dickey, 701 N. Skyline Lane, spoke against the PUD.

Leslie Meyer, 1102 N. Payne Street, spoke against the PUD.

Anthony Shore, 2001 E. Linda Avenue, spoke against the PUD.

Patrick Roy, representing his mother Jolene Roy, 1819 Linda Ave, spoke against the PUD.

John Bartley, 623 S. Lewis Avenue, attorney for Hawk Development, spoke in favor of the rezoning and PUD.

Safe Alusi, 2002 E. McElroy Road, Developer, spoke in favor of the PUD. He stated they are planning to develop a nice neighborhood with affordable property. Mr. Alusi stated that they are very open to working with the citizens in Stillwater.

Mayor Joyce closed the public hearing.

Planning Commission recommended conditional approval with a 3-1 vote on June 3, 2025 subject to:

- The wooden fence along the western property line be a minimum of eight foot tall.
- The wooden fence along the eastern property line be a minimum of seven foot tall.

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Staff Recommendation: Accept the Planning Commission's recommendation and approve the Planned Unit Development, Cowboy Landing, for the properties addressed at 1924 and 2002 East McElroy Road with conditions that include, but are not limited to:

- The wooden fence along the western property line be a minimum of eight foot tall
- The wooden fence along the eastern property line be a minimum of seven foot tall
- Seven feet of right-of-way being dedicated along the north side of McElroy Road
- Additional conditions as deemed appropriate by City Council

Councilor Hawkins thanked everyone for coming out to express their concerns. She does agree these types of affordable housing are needed in Stillwater but she is inclined not to support it simply because of the density of the area.

Councilor Hardin expressed his concerns about the density, parking and fire safety issues.

Councilor Clark stated he is concerned about parking as well as the transition from the large lots to this very, very dense plan in an old neighborhood. He also stated he is very concerned about not having a turn around for delivery or emergency vehicles.

Vice Mayor Dzialowski stated she is not concerned about the density because if Stillwater wants affordable housing that is something everyone will have to accept. She is more concerned about the transition from large lots moving immediately into the denser area.

Mayor Joyce stated that Stillwater needs to start finding places to put these types of developments. It is very expensive to build homes and it is almost entirely impossible for young people on entry level salaries to buy a home in Stillwater. Mayor stated he is just not sure this is the right place for this type of development.

Discussion was held amongst City Council.

Stephen Gose requested the application be tabled to a future date so they have time to work with staff to see if they can address some of the concerns expressed tonight.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO TABLE ITEM B. UNTIL JULY 21, 2025 CITY COUNCIL MEETING.

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

7. GENERAL ORDERS

a. Stillwater Area Sports Association Presentation

SASA Executive Director Carolyn Walstad gave an overview of the programs and leagues that SASA offers, and the attendance numbers of programs offered. She also presented the gross income, economic impact, capital improvements made and community partnerships that SASA has developed. Ms. Walstad reported that this year SASA continues to have Stilly Gear exchange where parents can donate new or slightly used sports equipment so families can come and find sporting equipment when needed. She emphasized the need for more improved facilities, especially turf on the baseball fields and said if they were available, she could fill them up.

8. RESOLUTIONS

a. Resolution No. CC-2025-10: A resolution establishing the Stillwater Regional Airport Fiscal Year 2025-2026 Rates and Charges Schedule.

City Attorney Kimberly Carnley reported that this resolution establishes the FY25-26 Rates & Charges Schedule for Stillwater Regional Airport. The Stillwater Regional Airport Advisory Board has reviewed and approved the proposed schedule. The only change from the current schedule is to establish a Consumer Price Index (CPI) Adjustment that is applicable to leases and other agreements. Ms. Carnley stated that the Airport is currently conducting a rates and charges study which should be completed in December and at that time based on findings and recommendations of the study, additional changes may by presented for future consideration.

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR DZIALOWSKI TO ADOPT RESOLUTION NO. CC-2025-10 AS PRESENTED.

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

b. Resolution CC-2025-11: A resolution of the City of Stillwater, Oklahoma, approving an additional $150,000 allocation to the Small Business Enhancement Category under the Implementation Policy Guide and authorizing and directing the City Manager, City Staff, Special Counsel for Economic Development, and two members of the Implementation Policy Committee selected by the City Manager to propose amendments to the Implementation Policy Guide, all in furtherance of achieving the objectives set forth in the Stillwater (Re)Investment Plan (A Stillwater Downtown/Campus Link Project Plan) and Increment District No. 3, City of Stillwater

City Attorney Kimberly Carnley reported that in reviewing applications for financing assistance, staff recognized a need to review the allocations to financing categories and amendments to the Implementation Policy Guide. She stated that staff has worked with Center for Economic Development Law, its economic development counsel, to determine the path forward for changes to the financing categories and the implementation policy guide. These changes were discussed with the Implementation Policy Committee at its last meeting. The TIF3 Implementation Policy Committee has expressed support to amendments to the policy guide and the implementation Policy Committee also voted to recommend approving an additional allocation of $150,000 to the Small Business Enhancement category of assistance. Ms. Carnley stated that the approval of this resolution will authorize and approve the following:

- Any previous amendments made to the Implementation Policy Guide approved by the Stillwater Economic Development Authority (SEDA) are ratified.
- $150,000 of the $5 million assistance in development financing project cost budget item of the Project Plan is allocated to the Small Business Enhancement category which enables SEDA to fund additional eligible applications.
- It also authorizes and directs the City Manager, City Staff, Special Counsel for economic development and two members of the Implementation Policy Committee as selected by the City Manager to propose further amendments to the Implementation Policy Guide to clarify funding terms, evaluation criteria, application and approval procedures and development agreement provisions; to improve formatting, structure and overall usability; and to recommend such other revisions as may be appropriate to achieve the objectives of the project plan.

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ADOPT RESOLUTION NO. CC-2025-11 AS PRESENTED.

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

9. ORDINANCES

a. First Reading

Ordinance No. 3572: An ordinance closing an alley right-of-way abutting properties located at 1101 and 1123 W. University Avenue, 221 S. Lincoln and 206 S. Monroe Streets.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADVANCE ORDINANCE NO. 3572 TO SECOND READ AS PRESENTED.

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

Ordinance No. 3573: An ordinance rezoning a tract of land located at 1924 and 2002 E. McElroy Road from Small Lot Single-Family Residential District (RSS) to Small Lot Single-Family Residential District with a Planned Unit Development (RSS-PUD).

ORDINANCE NO. 3573 WAS TABLED TO THE JULY 21, 2025 CITY COUNCIL MEETING.

b. Second Reading

Ordinance No. 3568: An ordinance amending Stillwater Code of Ordinances Chapter 35, “Stormwater Quality And Management,” Article I, “In General,” Section 35-1, “Definitions”; Chapter 35, “Stormwater Quality And Management,” Article II, “Drainage And Sedimentation,” Division 1, “Generally,” Section 35-25, “Impairment Of Drainage Facilities”; Repealing All Ordinances to the Contrary; And Providing For Severability

Watershed Quality Manager Zach Henson stated that he wanted to clarify that changes being made to Ordinance No. 3568 and Ordinance No. 3569 are not adding any more regulations to the current property owners. These changes are to clarify the ordinances that have been in place. The wording was a little vague, so the terms were explained and clarified and additional language was added to enforcement procedures. A short video was made and shown to address the public education component. The video in on the City’s website and social media platforms.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADOPT ORDINANCE NO. 3568 AS PRESENTED.

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

Ordinance No. 3569: An ordinance amending Stillwater Code of Ordinances Chapter 18, “Environment,” Article III, “Miscellaneous Nuisances,” Division 1, “Generally,” Section 18-71, “Public Nuisances Designated”; Repealing All Ordinances to the Contrary; And Providing For Severability

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO ADOPT ORDINANCE NO. 3569 AS PRESENTED.

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

Ordinance. No. 3571: An ordinance to rezone 1002 South Husband Street from Two-Family Residential (RT) to Commercial Business (CB).

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ADOPT ORDINANCE NO. 3571 AS PRESENTED.

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

10. REPORTS FROM OFFICERS & BOARDS

a. Miscellaneous items from the City Attorney: None.
b. Miscellaneous items from the City Manager:
    - City Manager Brady Moore announced that the City has summer-fun, learning, and networking events in Stillwater for friends of all ages. Please check out the Stillwater Public Library for information about their summer reading program, summer cinema, and much more. Also, the programming for senior center activities has grown exponentially with art and dance classes, guitar lessons, Zumba, card games, and many other great activities. Go to stillwaterok.gov for a calendar of weekly activities. Many thanks to Prairie Arts for their partnership, as well, for their efforts to increase our community's recreational opportunities.
c. Miscellaneous items from the City Council:
    - Councilor Hardin stated that as the temperatures get warmer, City staff encourage residents to utilize the many parks and two water play areas. The splash pads are in Boomer Lake Park and Southern Woods Park. Both splash pads are free to use, open daily from 10 a.m. to 8 p.m., and are only closed during times of inclement weather and maintenance. While you're out enjoying the parks, let's remember to do your part to keep them clean and safe by using the trash bins.
    - Councilor Clark asked residents to please save the dates, July 16th through the 20th for "Krazy Daze." This is Stillwater's annual, largest community-wide retail event. From Lakeview Pointe and Pioneer Square Shopping Centers to The Strip, Campus Corner, and Downtown Stillwater, there are many shops offering sales for all ages. Some stores feature sidewalk sales, while others have indoor sale racks. Also, make sure to enter the Krazy Daze Ring Registers Promotion Giveaway throughout the entire month of July.
    - Councilor Hawkins reminded residents to save the date and celebrate Independence Day with Stillwater's 31st Boomer Blast Fireworks Show on Friday, July 4th, at Boomer Lake Park. Festivities will kick off at 6:30 p.m. with food trucks, music and more. The fireworks show will begin around 9:30 p.m. For those who prefer not to attend the event in person but would like to watch the firework show, it will be streamed live on the City of Stillwater Facebook page and YouTube channel.
    - Vice Mayor Dzialowski reminded any residents that were affected by the March wildfires to please meet with FEMA. There are two days left June 17 and 18 and they will be at Meridian Technology Center.
    - Mayor Joyce invited residents to join Stillwater Community United to celebrate Juneteenth at Southern Woods Park on Saturday, June 21 from 11 a.m. to 2 p.m. All community members are invited to gather for games, music, free food and drinks, and entertainment for the whole family. Also, City Hall will be closed in observance of Juneteenth on Thursday, June 19. Trash, recycling, and yard waste will be collected as usual.
    - Mayor Joyce also announced that the grand opening for Block 34 will be July 26, 2025.

i. Discussion about scheduling items for future meetings.

11. QUESTIONS & INQUIRIES

None.

12. ADJOURN

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ADJOURN THE JUNE 16, 2025 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

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

The June 16, 2025 regular meeting of the Stillwater City Council adjourned at 7:53 p.m.

WILLIAM H. JOYCE, MAYOR **STILLWATER CITY COUNCIL**	**TERESA KADAVY** **CITY CLERK**

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SUBLEASE AGREEMENT

THIS AGREEMENT, entered into this ___ day of _____, 2025 is for the sublease of certain premises, between City of Stillwater, a municipal corporation, ("Stillwater") and Stillwater Trailriders, Inc., an Oklahoma not-for-profit corporation.

WITNESSETH:

WHEREAS, City of Stillwater is a municipal corporation established under the constitution and laws of the State of Oklahoma; and

WHEREAS, Stillwater Trailriders, Inc., is a not-for-profit corporation established for the purpose of operating a motorcycle and all-terrain vehicle ("ATV") recreational area; and

WHEREAS, City of Stillwater is Lessee of a parcel of land as more particularly described herein; and

WHEREAS, City of Stillwater is permitted to sublease the leased property to a third-party for use as a motorcycle and ATV recreational area; and

WHEREAS, it is the intention of the City of Stillwater and Stillwater Trailriders, Inc., to enter into an agreement to sublease the premises for this purpose;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE CITY OF STILLWATER AND STILLWATER TRAILRIDERS, INC., DO HEREBY AGREE AS FOLLOWS:

Leased Premises: Stillwater, in consideration of the rents, covenants and promises herein contained, does hereby sublease to Stillwater Trailriders, Inc., the following described premises situated in the County of Payne, State of Oklahoma, to-wit:

The North Half (N/2) of the Southwest Quarter (SW/4) of Section Seven (7), Township Eighteen (18) North, Range Two (2) East, Payne County, State of Oklahoma,

and

The South Half (S/2) and the Northwest Quarter (NW/4) of Section Twelve (12), Township Eighteen (18) North, Range One (1) East, Payne County, State of Oklahoma, less and except a portion of said Northwest Quarter (NW/4) of Section Twelve (12) described as follows: Beginning at the Northwest Corner of the Northwest Quarter (NW/4) of Section Twelve (12), Township Eighteen (18) North, Range One (1) East, Payne County, Oklahoma;

Thence east along the North side of said Northwest Quarter (NW/4) of Section Twelve (12) a distance of 830 feet; thence South along a line parallel to the West line of the Northwest Quarter (NW/4) of said Section Twelve (12) a distance of 1340 feet; thence

southwesterly to a point on the West line of the Northwest Quarter (NW/4) of said Section Twelve (12), 1460 feet south of the Northwest Corner thereof; thence north along the West line of the Northwest Quarter (NW/4) of said Section Twelve (12) to the point of beginning.

Use of Leased Premises: Said premises and building are subleased to Stillwater Trailriders, Inc., for the sole purpose of operating and maintaining a motorcycle and ATV recreational area. The premises shall not be used for any other purpose during the term of this Agreement. No overnight camping shall be allowed on the premises, except during events sponsored by Stillwater Trailriders, Inc.

Term; Termination: This Agreement shall commence on July 1, 2025, and end at 12:00 AM on June 30, 2026 unless otherwise terminated as provided herein. Stillwater shall have the right to terminate this Agreement at any time and for any reason during the term of this Agreement by providing ten (10) days written notice thereof. Stillwater shall also have the right to cancel this Agreement during its term as to any portion of the premises not to exceed forty (40) acres. In the event, Stillwater intends to exercise this option, it shall give Stillwater Trailriders, Inc., ten (10) days written notice thereof, and then the portion of premises withdrawn shall be fenced off. It is understood and agreed that this Agreement expires on June 30, 2026, and it may not be extended or renewed without execution of a new sublease agreement.

Rent: Stillwater Trailriders, Inc., shall pay to Stillwater during the term of this Agreement the sum of Nine Thousand Nine Hundred Ninety-Nine Dollars ($9,999.00) as rent for the leased premises. Said rent shall be due upon execution of this Agreement.

Premises Condition; Alterations and Improvements: Stillwater subleases the premises to Stillwater Trailriders, Inc., in "as is" condition and makes no representation or warranty as to its suitability or habitability for any purpose.

Stillwater Trailriders, Inc., may make alterations to the grounds and trees as necessary to provide and maintain trails for the motorcycle and ATV riders and also for parking and picnic areas. Stillwater Trailriders, Inc., shall be solely responsible for the cost of any such alterations and maintenance. Stillwater Trailriders, Inc., shall take all reasonable steps necessary to prevent said alterations of the surface and the use of the property from causing any permanent damage to the premises through erosion or other kinds of waste.

The leased premises has a perimeter fence. Stillwater Trailriders, Inc., shall maintain the fence at all times during the term of this agreement. Stillwater Trailriders, Inc., shall be solely responsible for the cost of fence maintenance during the term of this Agreement. Any necessary road crossing or gate shall be paid for and installed by Stillwater Trailriders, Inc. Improvements classified as fixtures under Oklahoma law shall remain with the premises and become the property of Oklahoma State University.

Lease and Assignment: Stillwater Trailriders, Inc., shall not sublease the leased premises or any portion thereof, nor assign this lease agreement or any part thereof, without the written consent of Stillwater.

Maintenance and *Repair(s) to Premises:* Unless otherwise provided herein, the cost of all maintenance and repairs to the premises and perimeter fence shall be borne exclusively by Stillwater Trailriders, Inc.

Release of Liability; Indemnity: Stillwater Trailriders, Inc., acknowledges that operating and providing a motorcycle and ATV recreational area is a hazardous activity and hereby assumes all liability for any damage, injury or death resulting from the operation of said motorcycle and ATV recreational area in accordance with this Agreement. Stillwater Trailriders, Inc., hereby releases Stillwater, its officials, employees, agents and volunteers from any and all liability resulting from any damage, injury, or death resulting from operation of the motorcycle and ATV recreational area at the leased premises in accordance with this Agreement. Stillwater Trailriders, Inc., agrees to hold Stillwater, its officials, employees, agents and volunteers, harmless and fully defend and indemnify Stillwater, its officials, employees, agents and volunteers for payment of any claim, action, or loss, including costs of litigation, attorney fees and court costs, arising from any damage, injury, or death, resulting from the operation of the motorcycle and ATV recreational area on the leased premises in accordance with this Agreement.

Insurance: Stillwater Trailriders, Inc., shall maintain Comprehensive General Liability Insurance in the following amounts during the term of this Agreement:

Combined Single Limit Per Occurrence	$ 2,000,000
Bodily Injury, Each person	$ 300,000
Property Damage, Each Person	$ 300,000

Said policies shall be issued by an insurance carrier authorized to issue policies in the State of Oklahoma as reflected by the records of the Oklahoma Insurance Commission. Copies of said policies shall be provided to the City of Stillwater within seven (7) days of execution of this document. Said policies shall include an endorsement naming the City of Stillwater, a municipal corporation, and Oklahoma State University, as additional insureds up to the limits of liability set forth in the Oklahoma Governmental Torts Claim Act, 51 O.S. §151, *et seq.*

Utilities: Stillwater Trailriders, Inc., shall be responsible for utilities. Stillwater Trailriders, Inc., acknowledges that all utility connections to the premises and building are designed to carry specific capacities and/or loads and agrees not to use said utility connections in a manner that will exceed such capacity and/or load rating. Stillwater Trailriders, Inc., further agrees to obtain consent from Stillwater before making any alteration to utility connections that would increase, diminish, or otherwise alter the capacity and/or load rating of any utility connection to the premises.

Entry: Stillwater and Oklahoma State University and its authorized representatives shall have the right to enter upon the premises at reasonable hours to inspect the same, provided that during such entry Stillwater shall not unreasonably interfere with Stillwater Trailriders, Inc., operation thereon.

Damage and Destruction: If during the term of this Agreement, the premises are damaged by fire, other peril, or defect, such damage or defect not being the result of any intentional act or negligence by Stillwater Trailriders, Inc., its officers, employees and agents, or invitees, and that the premises cannot be used for Stillwater Trailriders, Inc.'s purposes as set forth herein, Stillwater Trailriders, Inc., shall have the right within thirty (30) days following the discovery of such damage or defect, to terminate this Agreement.

Default: Except as otherwise provided herein, in the event Stillwater Trailriders, Inc., fails to pay rent when due to Stillwater, Stillwater Trailriders, Inc., shall have fifteen (15) days after receipt of written notice thereof to cure such default. In the event of a default made by Stillwater

Trailriders, Inc., regarding any other covenant or condition of this Agreement, Stillwater Trailriders, Inc., shall have thirty (30) days after receipt of written notice thereof to cure such default. In the event Stillwater Trailriders, Inc., shall fail to cure any default within the time allowed under this paragraph, Stillwater may declare this Agreement ended and terminated by giving Stillwater Trailriders, Inc., written notice of such intention, and if possession of the premises is not surrendered, Stillwater may enter said premises and remove Stillwater Trailriders, Inc., from possession thereof. Stillwater shall have, in addition to the remedies herein provided, any other right or remedy available to Stillwater on account of any Stillwater Trailriders, Inc., default, either in law or equity. Stillwater shall use reasonable efforts to mitigate its damages.

Notice: Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by United States mail addressed as follows:

Stillwater: City Clerk/ City of Stillwater
723 South Lewis/P.O. Box 1449
Stillwater, Oklahoma 74076

Lessee: Stillwater Trailriders, Inc.
6500 W. 56th Street
Stillwater, Oklahoma 74074

Waiver: No waiver of any default of Stillwater or Stillwater Trailriders, Inc., hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Stillwater or Stillwater Trailriders, Inc., shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

Headings: The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision thereof.

Governing Law: This Agreement is governed by the statutes and laws of the State of Oklahoma and the charter and ordinances of the City of Stillwater.

Final Agreement: This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both Stillwater and Stillwater Trailriders, Inc.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

_____
William H. Joyce, Mayor

Attest:
(seal)

_____
Teresa Kadavy, City Clerk

STILLWATER TRAILRIDERS, INC.

Derek W Sowers
Derek Sowers, President

(SEAL)
ATTEST:

Ben Burkhart
Ben Burkhart, Secretary

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 7, 2025

Agenda Item:	3.c. CC-25-95
Previous/Related Action:	
Background/Issue:	• Municipalities in Oklahoma are required to adopt an annual budget. • When City Council/SUA Trustees/SEDA Trustees adopt the expenditure budgets, those funds become appropriated, which means they are reserved in the fiscal year for an identified purpose. • At the end of a fiscal year, there may be projects, materials, or services that have been appropriated for but are incomplete or not yet received. If no action is taken to re-appropriate those funds in the new budget year, the funding will lapse. City staff refer to the re-appropriation as a carry-forward. • Finance staff work with City departments to identify incomplete projects and materials or services not yet received for which the funds should be carried forward in order to complete the procurement process. • The list of carry-forward requests is attached for consideration by the Council/Trustees.
Proposal/Solution:	
Financial Source/Impact:	There is no cash balance impact when approving carry-forward requests since the funds have been previously reserved for the purpose they were intended.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to approve the carry forward of budget appropriations from FY25 to FY26 as presented.
Prepared By:	Christy Cluck, Assistant City Manager/Finance Director
Reviewed By:	Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. City Carry Forward - Revenues
2. City Carry Forward - Expenditures

City Carry Forward Request - Revenue
Updated: 7/1/2025

Approved by: City Council

Date:

PO # or Project #	Description	Account No.	FY25 Budget	FY25 Actual	FY25 Balance	FY26 Re-Appropriation
General Fund						
Fire						
22GO01101	Fire Station #2	1016510-48701	$ 150,000.00	$ -	$ 150,000.00	$ 150,000.00
IT						
21IT01101	FY23 SLCGP	1011210-43100	$ 50,992.00	$ -	$ 50,992.00	$ 50,992.00
Library						
25LB07101	OHS-OK Heritage Grant	1015510-43200	$ 13,733.00	$ 12,648.54	$ 1,084.46	$ 1,085.00
Police						
25PD04101	OHSO Traffic Grant	1016025-43100	$ 21,500.00	$ 5,512.33	$ 15,987.67	$ 15,988.00
	Total General Fund		**$ 236,225.00**	**$ 18,160.87**	**$ 218,064.13**	**$ 218,065.00**
City Capital Fund						
25EM01105	Hazard Mitigation Plan	1056026-43100	145,877.00	-	145,877.00	$ 145,877.00
	Total City Capital Fund		**$ 145,877.00**	**$ -**	**$ 145,877.00**	**$ 145,877.00**
CDBG						
23DS03170	Library Sprinkler System	1703000-43100	$ 222,500.00	$ -	$ 222,500.00	$ 222,500.00
	Total CDBG		**$ 222,500.00**	**$ -**	**$ 222,500.00**	**$ 222,500.00**
Park Donation Fund						
23TR03230	Block 34 Donations	2304035-48701	$ 6,492,116.00	$ 5,190,667.80	$ 1,301,448.20	$ 1,301,448.00
	Total Park Donation		**$ 6,492,116.00**	**$ 5,190,667.80**	**$ 1,301,448.20 #**	**$ 1,301,448.00**
Airport						
25AP08810	Traffic Pattern Indicator	8107010-48702	$ 90,685.00	$ -	$ 90,685.00	$ 90,685.00
21AP06820	Master Plan Update	8207010-43100	$ 2,830.00	$ -	$ 2,830.00	$ 2,830.00
23AP04820	Terminal 039-23	8207010-43100	$ 22,183.00	$ -	$ 22,183.00	$ 22,183.00
23AP05820	Terminal 040-23	8207010-43100	$ 22,183.00	$ -	$ 22,183.00	$ 22,183.00
24AP02820	Terminal ATP Grant	8207010-43100	$ 4,500,000.00	$ -	$ 4,500,000.00	$ 4,500,000.00
24AP08820	Terminal AIG Grant	8207010-43100	$ 1,300,538.00	$ -	$ 1,300,538.00	$ 1,300,538.00
24AP09820	Terminal 041-24	8207010-43100	$ 7,521,709.00	$ 2,622,468.00	$ 4,899,241.00	$ 4,899,241.00
25AP02820	ODAA Terminal Grant	8207010-43200	$ 1,000,000.00	$ 900,000.00	$ 100,000.00	$ 100,000.00
25AP04820	Terminal 044-24	8207010-43100	$ 3,000,000.00	$ -	$ 3,000,000.00	$ 3,000,000.00
	Total Airport		**$ 17,460,128.00**	**$ 3,522,468.00**	**$ 13,937,660.00**	**$ 13,937,660.00**
	Total		**$ 24,556,846.00**	**$ 8,731,296.67**	**$ 15,825,549.33**	**$ 15,825,550.00**

City Carry Forward Request - Expenditures
Updated: 7/1/2025

Approved by: City Council

Date:

Project #	PO #	Description	Account No.	FY25 Budget	FY25 Actual Expense	FY25 Encumbrance	FY25 Balance	FY26 Re-Appropriation
General Fund								
City Attorney								
	P0023300	Beth Ann Childs	1011610-53069	$ 33,091.82	$ 26,240.44	$ 6,851.38	$ 6,851.38	$ 6,852.00
	P0026594	Collins Zorn & Wagner	1011610-53069	$ 10,000.00	$ 244.08	$ 9,755.92	$ 9,755.92	$ 9,756.00
	P0026697	Bradley Werner	1011610-53069	$ 10,000.00	$ 1,917.50	$ 8,082.50	$ 8,082.50	$ 8,083.00
Emergency Mgmt								
	P0026823	Phoenix G2 (GaRI) Station Alerting	1016026-53004	$ 3,800.00	$ -	$ 3,800.00	$ 3,800.00	$ 3,800.00
Engineering								
	P0026707	Amazon - Office Chairs	1014015-52031	$ 1,100.00	$ 669.62	$ 430.38	$ 430.38	$ 431.00
CMO								
	P0026742	OK Municipal League - conference registrations	1011020-53055	$ 1,800.00	$ -	$ 1,800.00	$ 1,800.00	$ 1,800.00
	P0026568	Merrifield - desks for empty offices	1011010-52084	$ 5,000.00	$ -	$ 5,000.00	$ 5,000.00	$ 5,000.00
		Designated Contingency	1011020-53131	$ 2,199,375.00	$ -	$ -	$ 2,199,375.00	$ 2,199,375.00
		Contingency - grant match	1011020-53067	$ 262,967.00	$ -	$ -	$ 262,967.00	$ 262,967.00
	P0026593	Flight Tech	1011020-53064	$ 5,000.00	$ -	$ 5,000.00	$ 5,000.00	$ 5,000.00
Community Resources								
19PR02101	P0026808	Strickland Park	1015010 54017	$ 644.00	$ -	$ 644.00	$ 644.00	$ 644.00
25PR01101	R0029605	Meyers Park	1015010-54006	$ 77,500.00	$ -	$ 66,389.42	$ 77,500.00	$ 77,500.00
25PR02101		CC & B34 Storage	1015220-54012	$ 28,830.00	$ -	$ -	$ 28,830.00	$ 18,830.00
25PR03101	P0026945	LAC Screen	1015213-54008	$ 17,544.00	$ -	$ 17,543.68	$ 0.32	$ 17,544.00
Development Services								
23DS01101	P0019560	Comprehensive Plan & Code Diagnostic	1013010-54010	$ 300,000.00	$ 279,540.47	$ 20,459.53	$ 20,459.53	$ 20,460.00
23DS01101	P0016937	Comprehensive Plan & Code Diagnostic	1013010-54010	$ 200,000.00	$ -	$ 200,000.00	$ 200,000.00	$ 200,000.00
	P0025504,P002550	Planning - Professional Services	1013530-53069	$ 140,000.00	$ 29,449.00	$ 110,551.00	$ 110,551.00	$ 110,551.00
Communications								
25MK01101	P0023782	Venture Media Group-TV-31 & Radio Ads-Airport	1011025-53057	$ 8,400.00	$ 7,000.00	$ 1,400.00	$ 1,400.00	$ 1,400.00
	P0023782	Venture Media Group-TV-31 & Radio Ads-City	1011025-53057	$ 8,400.00	$ 7,000.00	$ 1,400.00	$ 1,400.00	$ 1,400.00
25MK01101	P0023149	Stillwater NewsPress Magazine-Airport	1011025-53057	$ 1,750.00	$ 1,400.00	$ 350.00	$ 350.00	$ 350.00
	P0023149	Stillwater NewsPress Magazine-City	1011025-53057	$ 1,750.00	$ 1,400.00	$ 350.00	$ 350.00	$ 350.00
	P0025349	ScreenVision Direct/AMC Movie Theater/Hiring Ads	1011025-53057	$ 3,750.00	$ 2,250.00	$ 1,500.00	$ 1,500.00	$ 1,500.00
		City-wide Branding Contract	1011025-53064	$ 31,500.00	$ -	$ -	$ 31,500.00	$ 31,500.00
Fire								
22FD04101		Walmart Grant	1016510-53045	$ 1,000.00	$ -	$ -	$ 1,000.00	$ 1,000.00
22GO01101	P0023969	Fire Station #2	1016510-54009	$ 167,469.00	$ -	$ 150,000.00	$ 167,469.00	$ 167,469.00
24FD02101		Donation - Training Material	1016510-53055	$ 1,000.00	$ -	$ -	$ 1,000.00	$ 1,000.00
25FD01101		Donation - Training	1016510-53055	$ 725.00	$ -	$ -	$ 725.00	$ 725.00
	P0026526	Firefighter Badges	1016510-52041	$ 500.00	$ -	$ 500.00	$ 500.00	$ 500.00
	P0026650	Banner Fire Equip. Structure & Wildland Helmets	1016510-52044	$ 2,995.00	$ -	$ 2,995.00	$ 2,995.00	$ 2,995.00
	P0026714	ESO Solutions - 2018 IFC Code Set for Inspections	1016510-52040	$ 365.00	$ -	$ 365.00	$ 365.00	$ 365.00
	P0026940	Conrad Fire Equipment - Fire Hose	1016510-52045	$ 3,724.00	$ -	$ 3,724.00	$ 3,724.00	$ 3,724.00
	P0026941	JPM NAFECO - Air Bags for Rescue 1	1016510-52045	$ 4,449.00	$ -	$ 4,449.00	$ 4,449.00	$ 4,449.00
	P0026944	JPM TESCORP - SCBA Compressor Repairs	1016510-53020	$ 2,300.00	$ -	$ 2,300.00	$ 2,300.00	$ 2,300.00
	P0026760	Conrad Fire Equipment - Firehook	1016510-52045	$ 210.00	$ -	$ 210.00	$ 210.00	$ 210.00
							$ -	
IT								

25IT01101	P0026801,P002680	FY23 SLCGP	1011210-53071	45,377.00	-	42,799.86	45,377.00	$	45,377.00
25IT01101	P0026813	FY23 SLCGP	1011210-54008	5,615.00	-	5,614.34	5,615.00	$	5,615.00
Library									
20LB02101		FOL-Teens	1015510-53041	$ 6,717.00	$ 2,586.35	$ -	$ 4,130.65	$	4,131.00
20LB03101		FOL-Adult	1015510-53041	$ 9,878.00	$ 5,998.68	$ -	$ 3,879.32	$	3,880.00
20LB04101		FOL-Children's	1015510-53041	$ 20,765.00	$ 8,507.27	$ -	$ 12,257.73	$	12,258.00
20LB05101		FOL-Misc Donations	1015510-53041	$ 11,858.00	$ 180.87	$ -	$ 11,677.13	$	11,678.00
20LB07101		Undesignated Donations	1015510-53041	$ 1,352.00	$ -	$ -	$ 1,352.00	$	1,352.00
21LB07101		Desginaged Donations	1015510-53041	$ 14,576.00	$ 8,394.94	$ -	$ 6,181.06	$	6,246.00
25LB03101		LTAI25 Grant	1015510-53045	$ 1,500.00	$ 1,231.20	$ -	$ 268.80	$	269.00
24LB04101		State Aid	1015510-53045	$ 18,517.00	$ 3,329.30	$ -	$ 15,187.70	$	15,188.00
25LB07101		OHS-OK Heritage Grant	1015510-53045	$ 13,733.00	$ 12,648.54	$ -	$ 1,084.46	$	1,085.00
25LB08101	P0026824	ODL Lucky Day Grant	1015510-53045	$ 30,000.00	$ -	$ 7,500.00	$ 30,000.00	$	22,500.00
Police									
20PD09101		Animal Welfare Donation	1016027-53041	$ 8,743.00	$ -	$ -	$ 8,743.00	$	12,433.00
21PD09101		DUI Simulator	1016025-53041	$ 15,461.00	$ -	$ -	$ 15,461.00	$	15,461.00
21PD11101		Eshare Program	1016025-53045	$ 912.00	$ -	$ -	$ 912.00	$	912.00
23PD03101		Vaccine Clinic	1016027-52033	$ 5,227.00	$ 3,072.93	$ -	$ 2,154.07	$	6,234.00
24PD01101		Dispatch Remodel	1016025-54009	$ 65,748.00	$ 64,500.18	$ -	$ 1,247.82	$	1,248.00
24PD06101		New K9/Other Equipment	1016025-54008	$ 1,784.00	$ 1,204.00	$ -	$ 580.00	$	580.00
25PD01101		BF Animal Welfare Grant	1016027-53069	$ 1,000.00	$ 1,000.00	$ -	$ -	$	3,000.00
25PD04101		OHSO Travel Expense	1016025-53068	$ 1,500.00	$ -	$ -	$ 1,500.00	$	1,500.00
	P0025974	NASRO Conference Travel Expenses (4 SROs) 7/6-7/11/2025	1016025-53068	$ 3,449.00	$ -	$ 3,449.00	$ 3,449.00	$	3,449.00
Public Works									
25FS02101		Main Street Roundabout	1014841-54009	$ 19,850.00	-	-	19,850.00	$	19,850.00
	P0026863	TUS NUA - CITYWIDE MOWING - BID# 6-2025	1014841-53094	$ 47,872.00	41,342.00	6,530.00	6,530.00	$	6,530.00
		Total General Fund		**$ 3,888,372.82**	**$ 511,107.37**	**$ 691,744.01**	**$ 3,359,721.77**	**$**	**3,370,606.00**
City Capital Fund									
City Engineering									
19TR09105	P0004088	Stormwater Plan	1054035-54010	$ 46,471.00	$ 34,233.68	$ 12,237.16	$ 12,237.32	$	12,238.00
23TR03105	P0020840, P00208	Block 34	1054035-54009	$ 1,361,535.00	$ 486,398.73	$ 815,752.37	$ 875,136.27	$	875,137.00
24TR07105	P0025191	10th & Husband Parking	1054035-54009	$ 80,800.00	$ 62,687.08	$ 18,112.92	$ 18,112.92	$	18,113.00
24TR07105	P0025192	10th & Husband Parking	1054035-54020	$ 4,200.00	$ -	$ 4,200.00	$ 4,200.00	$	4,200.00
Community Resources									
22PR01105	P0019673, P00248	Couch Park Bathroom	1055010-54012	244,524.00	4,930.20	239,593.80	$ 239,593.80	$	239,594.00
General Government									
24GG01105	P0020543, P00234	City Hall Chiller	1051020-54008	386,200.00	$ 323,000.00	$ 29,200.00	$ 63,200.00	$	63,200.00
25GG01105	P0026285	ERP Consultant	1051210-54010	260,000.00	$ 46,269.45	$ 213,730.55	$ 213,730.55	$	213,731.00
Airport									
22AP03105		Rehab TH-2 Apron	1057010-54009	$ 192,708.00	-	192,708.00	$ 192,708.00	$	192,708.00
							$ -		
Public Works									
25FS01105		Enterprise Vehicle Upfitting	1054841-54001	$ 28,000.00	-	-	$ 28,000.00	$	28,000.00
Emergency Mgmt									
25EM01105	P0026105, P	Hazard Mitigation Plan	1056026-54010	$ 191,463.00	$ 9,175.40	$ 13,584.75	$ 182,287.60	$	182,288.00
Police									
25GO01105	P0024656	SAW Architect		$ 670,671.00	$ 93,958.00	$ 9,396.00	$ 576,713.00	$	576,713.00
25PD03105	P0025372	Enterprise Vehicle Upfitting	1056025-54001	$ 158,000.00	$ 53,144.00	$ 1,560.00	$ 104,856.00	$	104,856.00

		Total City Capital		**$ 3,624,572.00**	**$ 1,113,796.54**	**$ 1,550,075.55**	**$ 2,510,775.46**	**$ 2,510,778.00**
Rural Fire								
22GO01160		Fire Station #2	1606510-54009	$ 62,531.00	$ -	$ -	$ 62,531.00	$ 62,531.00
25FD02160		Fire Station #1 Training Room	1606510-54009	$ 30,000.00	$ -	$ -	$ 30,000.00	$ 30,000.00
	P0026581	Banner Fire Equip. Firefighter Structure & Wildland Gear	1606510-52044	$ 9,120.00	$ -	$ 9,120.00	$ 9,120.00	$ 9,120.00
		Total Rural Fire		**$ 101,651.00**	**$ -**	**$ 9,120.00**	**$ 101,651.00**	**$ 101,651.00**
CDBG								
23DS03170	P0022352, P00249	Library Sprinkler System	1703000-54030	$ 222,500.00	$ 24,394.68	$ 165,152.32	$ 198,105.32	$ 198,106.00
23DS03170	P0024936	Library Sprinkler System	1703000-54032	$ 222,500.00	$ -	$ 189,547.00	$ 222,500.00	$ 222,500.00
		Total CBDG		**$ 445,000.00**	**$ 24,394.68**	**$ 354,699.32**	**$ 420,605.32**	**$ 420,606.00**
Home Buyer's Assistance								
21DS01205		First Time Homebuyer	2050000-53119	$ 20,404.00	$ 10,064.00	$ -	$ 10,340.00	$ 10,340.00
21DS02205	P0026905	Home Repairs	2050000-53119	$ 4,882.00	$ 4,849.50	$ 32.50	$ 32.50	$ 33.00
		Total Home Buyer's Assistance		**$ 25,286.00**	**$ 14,913.50**	**$ 32.50**	**$ 10,372.50**	**$ 10,373.00**
Grant Fund								
23WT03180	P0016443	Raw Water Storage	1809216-54009	$ 531,454.00	$ 143,080.56	$ 388,373.58	$ 388,373.44	$ 388,374.00
23WT04180	P0016420	WTP Lime System	1809216-54009	$ 1,310,115.00	$ 280,680.50	$ 1,029,433.72	$ 1,029,434.50	$ 1,029,435.00
23WT07180		Lagoon Dredging	1809216-54009	$ 1,332,138.00	$ 1,331,067.50	$ -	$ 1,070.50	$ 1,071.00
25WL03180	P0024988	Water CIP-Engineering & Exec Plan	1809216-54009	$ 1,026,735.00	$ 681,223.70	$ 345,511.30	$ 345,511.30	$ 345,512.00
		Total Home Buyer's Assistance		**$ 4,200,442.00**	**$ 2,436,052.26**	**$ 1,763,318.60**	**$ 1,418,878.44**	**$ 1,764,392.00**
GO Bond Fund								
22GO01330	P0025741, P00257	Fire Station #2	3300000-54002	175,000.00	$ 20,978.32	$ 95,750.75	$ 154,021.68	$ 154,022.00
22GO01330	P0015915, P00205	Fire Station #2	3300000-54009	6,641,942.00	$ 4,664,955.04	$ 1,934,413.48	$ 1,976,986.96	$ 1,976,987.00
		Total Self Insurance Fund		**$ 6,816,942.00**	**$ 4,685,933.36**	**$ 2,030,164.23**	**$ 2,131,008.64**	**$ 2,131,009.00**
Park Donations								
19PR02230	P0024343, P00268	Strickland Park	2305010-54017	$ 15,781.00	$ 13,143.67	$ 2,637.33	$ 2,637.33	$ 2,638.00
20PR6230	P0019340	Dog Park Donation	2305010-53041	$ 3,425.00	$ 400.00	$ 3,025.00	$ 3,025.00	$ 3,025.00
23TR03230	P0020892	Block 34	2304035-54009	$ 6,492,116.00	$ 4,208,204.58	$ 2,283,910.78	$ 2,283,911.42	$ 2,283,912.00
		Total Park Donations		**$ 6,511,322.00**	**$ 4,221,748.25**	**$ 2,289,573.11**	**$ 2,289,573.75**	**$ 2,289,575.00**
Stormwater Fund								
22TR05210		Berry Creek Drainage	2104035-53067	$ 10,384.00	$ -	$ -	$ 10,384.00	$ 10,384.00
22TR05210		Berry Creek Drainage	2104035-54009	$ 75,000.00	$ -	$ -	$ 75,000.00	$ 75,000.00
22TR05210	P0013052	Berry Creek Drainage	2104035-54020	$ 4,922.00	$ 218.75	$ 4,113.06	$ 4,703.25	$ 4,704.00
22TR06210		Wright Drive Drainage	2104035-53067	$ 3,846.00	$ -	$ -	$ 3,846.00	$ 3,846.00
22TR06210		Wright Drive Drainage	2104035-54009	$ 25,000.00	$ -	$ -	$ 25,000.00	$ 25,000.00
22TR07210		Deferred Maintenance	2104035-53067	$ 2,308.00	$ -	$ -	$ 2,308.00	$ 2,308.00
22TR07210		Deferred Maintenance	2104035-54009	$ 165,000.00	$ -	$ -	$ 165,000.00	$ 165,000.00
22TR09210		Western Drain at OSU	2104035-54009	$ 75,000.00	$ -	$ -	$ 75,000.00	$ 75,000.00
22TR10210		500 S Orchard RCB Repair	2104035-53067	$ 3,077.00	$ -	$ -	$ 3,077.00	$ 3,077.00
22TR10210		500 S Orchard RCB Repair	2104035-54009	$ 20,000.00	$ -	$ -	$ 20,000.00	$ 20,000.00
22TR11210		700 E Lakeview Drain	2104035-53067	$ 1,538.00	$ -	$ -	$ 1,538.00	$ 1,538.00
22TR11210		700 E Lakeview Drain	2104035-54009	$ 10,000.00	$ -	$ -	$ 10,000.00	$ 10,000.00
23TR03210	P0020892	Block 34 Area Improvements	2104035-54009	$ 79,484.00	$ 67,266.04	$ 12,217.57	$ 12,217.96	$ 12,218.00
	P0025713	Accurate Labs	2104011-53063	$ 22,000.00	$ 9,110.00	$ 12,890.00	$ 12,890.00	$ 12,890.00
		Total Stormwater Fund		**$ 497,559.00**	**$ 76,594.79**	**$ 29,220.63**	**$ 420,964.21**	**$ 420,965.00**

Transportation Fund								
20TR05260		Mill & Overlay	2604035-54009	$ 38,060.00	$ -	$ -	$ 38,060.00	$ 38,060.00
20TR05260	P0012740,P002064	Mill & Overlay	2604035-54020	$ 5,672.00	$ -	$ 5,671.25	$ 5,672.00	$ 5,672.00
20TR06260		Pavement Reconstruction	2604035-53067	$ 16,125.00	$ -	$ -	$ 16,125.00	$ 16,125.00
20TR06260		Pavement Reconstruction	2604035-54009	$ 2,783,404.00	$ 2,493,440.74	$ -	$ 289,963.26	$ 289,964.00
20TR06260	P0007591,P001066	Pavement Reconstruction	2604035-54020	$ 176,409.00	$ 124,245.21	$ 47,626.14	$ 52,163.79	$ 52,164.00
21TR07260		Micro-surfacing	2604035-54009	$ 390,000.00	$ -	$ -	$ 390,000.00	$ 390,000.00
21TR09260	P0013056	Deferred Maintenance	2604035-54009	$ 13,788.00	$ -	$ 13,787.50	$ 13,788.00	$ 13,788.00
21TR13260		Surface Treatment	2604035-54009	$ 83,500.00	$ -	$ -	$ 83,500.00	$ 83,500.00
21TR15260	P0010669	PM Engineering & Testing	2604035-54020	$ 106,202.00	$ -	$ 11,201.00	$ 106,202.00	$ 106,202.00
21TR16260		PM Contingency	2604035-53067	$ 385,674.00	$ -	$ -	$ 385,674.00	$ 385,674.00
22TR07260		Deferred Maintenance	2604035-53067	$ 28,874.00	$ -	$ -	$ 28,874.00	$ 28,874.00
22TR07260		Deferred Maintenance	2604035-54009	$ 35,000.00	$ -	$ -	$ 35,000.00	$ 35,000.00
22TR07260	P0013052	Deferred Maintenance	2604035-54020	$ 54,370.00	$ 16,652.50	$ 303.19	$ 37,717.50	$ 37,718.00
22TR08260		Drop Inlet 19th & CC	2604035-54009	$ 30,000.00	$ 2,325.00	$ -	$ 27,675.00	$ 27,675.00
22TR10260		500 S Orchard RCB Repair	2604035-54009	$ 34,615.00	$ 3,045.00	$ -	$ 31,570.00	$ 31,570.00
22TR12260		Boomer Lake W Shore Line Revet	2604035-53067	$ 34,500.00	$ -	$ -	$ 34,500.00	$ 34,500.00
22TR12260		Boomer Lake W Shore Line Revet	2604035-54009	$ 214,930.00	$ -	$ -	$ 214,930.00	$ 214,930.00
22TR12260	P0013053	Boomer Lake W Shore Line Revet	2604035-54020	$ 7,445.00	$ 310.00	$ 7,135.00	$ 7,135.00	$ 7,135.00
22TR13260		Univ Cir W Sidewalk	2604035-53067	$ 7,692.00	$ -	$ -	$ 7,692.00	$ 7,692.00
22TR13260		Univ Cir W Sidewalk	2604035-54009	$ 50,000.00	$ -	$ -	$ 50,000.00	$ 50,000.00
22TR13260		Univ Cir W Sidewalk	2604035-54020	$ 2,072.00	$ -	$ -	$ 2,072.00	$ 2,072.00
22TR14260		Miller to Duck S Side	2604035-53067	$ 9,847.00	$ -	$ -	$ 9,847.00	$ 9,847.00
22TR14260		Miller to Duck S Side	2604035-54009	$ 75,000.00	$ -	$ -	$ 75,000.00	$ 75,000.00
22TR14260	P0015678	Miller to Duck S Side	2604035-54020	$ 4,111.00	$ 573.75	$ 543.75	$ 3,537.25	$ 3,538.00
22TR15260		Lowry to Armory S Side	2604035-53067	$ 7,692.00	$ -	$ -	$ 7,692.00	$ 7,692.00
22TR15260		Lowry to Armory S Side	2604035-54009	$ 50,000.00	$ -	$ -	$ 50,000.00	$ 50,000.00
22TR15260		Lowry to Armory S Side	2604035-54020	$ 3,530.00	$ -	$ -	$ 3,530.00	$ 3,530.00
22TR16260		500 W Unv Traffic Calming	2604035-53067	$ 5,625.00	$ -	$ -	$ 5,625.00	$ 5,625.00
22TR16260		500 W Unv Traffic Calming	2604035-54009	$ 25,000.00	$ -	$ -	$ 25,000.00	$ 25,000.00
22TR16260	P0013052	500 W Unv Traffic Calming	2604035-54020	$ 1,713.00	$ -	$ 26.25	$ 1,713.00	$ 1,713.00
23TR02260	P0014985	Pavement Assessment	2604035-54010	$ 23,470.00	$ 1,400.00	$ 22,070.00	$ 22,070.00	$ 22,070.00
23TR03260	P0020892	Block 34 Area Improvements	2604035-54009	$ 2,186,354.00	$ 1,717,990.35	$ 468,362.85	$ 468,363.65	$ 468,364.00
23TR03260	P0016098,P001680	Block 34 Area Improvements	2604035-54020	$ 52,779.00	$ 24,311.25	$ 28,263.95	$ 28,467.75	$ 28,468.00
23TR06260	P0016803	Maple Ave & West St Replacemen	2604035-54020	$ 53,050.00	$ 2,453.75	$ 50,595.00	$ 50,596.25	$ 50,597.00
23TR07260	P0017016,P002587	Transportation Program Manager	2604035-54020	$ 282,085.00	$ 78,442.76	$ 203,641.66	$ 203,642.24	$ 203,643.00
24TR06260	P0022205	12th Ave Health Corridor Study	2604035-54020	$ 39,105.00	$ 9,940.00	$ 29,165.00	$ 29,165.00	$ 29,165.00
24TR08260		Rails to Trails Ph II	2604035-54009	$ 300,000.00	$ -	$ -	$ 300,000.00	$ 300,000.00
25AP04260	P0026040	Airport Roundabout	2604035-54009	$ 585,452.00	$ 3,450.40	$ 582,001.60	$ 582,001.60	$ 582,002.00
25TR03260	P0023305	Airport & Perkins TIA	2604035-54020	$ 29,000.00	$ 22,729.12	$ 6,270.88	$ 6,270.88	$ 6,271.00
25TR04260	P0024977	Roadway & Utility Improvements-Knoblock, 4th & Lincoln	2604035-54020	$ 664,510.00	$ 184,825.00	$ 479,685.00	$ 479,685.00	$ 479,685.00
25TR05260	P0025394,P002562	Roadway Improvements-McElroy, Manning & Hall of Fame	2604035-54009	$ 2,119,900.00	$ 140,245.73	$ 1,979,654.27	$ 1,979,654.27	$ 1,979,655.00
25TR05260	P0025876	Roadway Improvements-McElroy, Manning & Hall of Fame	2604035-54020	$ 65,000.00	$ 5,601.78	$ 59,398.22	$ 59,398.22	$ 59,399.00
25TR06260	P0025706	Full Depth Repair	2604035-54009	$ 775,000.00	$ 260,438.70	$ 489,561.30	$ 514,561.30	$ 514,562.00
25TR06260	P0025749	Full Depth Repair	2604035-54020	$ 25,000.00	$ 5,143.40	$ 19,856.60	$ 19,856.60	$ 19,857.00
25TR07260	P0025624	Crack Sealing	2604035-54009	$ 800,000.00	$ -	$ 800,000.00	$ 800,000.00	$ 800,000.00
25TR08260	P0024854	Roadway & Utility Improvements-Monticello	2604035-54009	$ 2,035,930.00	$ 111,409.70	$ 1,924,520.30	$ 1,924,520.30	$ 1,924,521.00
25TR08260	P0024573,P002485	Roadway & Utility Improvements-Monticello	2604035-54020	$ 166,000.00	$ 2,672.75	$ 163,327.25	$ 163,327.25	$ 163,328.00
25TR09260	P0024974	FY25 Pavement Mgmt Plan	2604035-54020	$ 181,220.00	$ -	$ 181,220.00	$ 181,220.00	$ 181,220.00
25TR10260	P0024974	FY25 Pavement Mgmt Plan	2604035-54020	$ 113,200.00	$ -	$ 113,200.00	$ 113,200.00	$ 113,200.00
25TR11260	P0026614	Windsor Sidewalk	2604035-54009	$ 58,270.00	$ -	$ 58,270.00	$ 58,270.00	$ 58,270.00
STPW27260	P0003396,P000509	1/2 Cent:Airport Industrial Rd	2604035-54020	$ 82,996.00	$ -	$ 82,128.40	$ 82,996.00	$ 82,996.00
		Concrete	2604841-52037	$ 199,502.00	$ 59,773.45	$ 35,380.65	$ 139,728.55	$ 139,729.00
		Total Transportation Fund		**$ 15,420,655.00**	**$ 5,288,022.93**	**$ 7,770,465.53**	**$ 10,132,632.07**	**$ 10,247,262.00**
Airport								
22AP03810	P0025437	Rehab TH-2 Apron	8107010-54009	$ 20,913.00	-	20,913.00	$ 20,913.00	$ 20,913.00

24AP04810	P0020363	Termnal Parking	8107010-54020	$ 35,807.00	31,956.62	3,850.00	$ 3,850.38	$ 3,851.00
25AP06810	P0025524	Beacon Relocation	8107010-54020	$ 10,860.00	-	10,860.00	$ 10,860.00	$ 10,860.00
25AP08810	P0026851	Traffic Pattern Indicator	8107010-54009	$ 90,685.00	-	90,685.00	$ 90,685.00	$ 90,685.00
		Cost of Service & Rate Design Study	8107010-53069	$ 79,450.00	-	-	$ 79,450.00	$ 79,450.00
25AP11810		Work Order Software	8107010-54009	$ 39,160.00	-	-	$ 39,160.00	$ 39,160.00
25AP12810		Airport Markings Restoration	8107010-54009	$ 139,634.00	-	-	$ 139,634.00	$ 139,634.00
21AP06820	P0014367	Master Plan Update	8207010-54020	$ 63,081.00	-	63,079.80	$ 63,081.00	$ 63,081.00
23AP04820	P0019613	Terminal 039-23	8207010-54020	$ 45,000.00	12,578.69	21,151.30	$ 32,421.31	$ 33,422.00
23AP05820	P0019613	Terminal 040-23	8207010-54020	$ 74,859.00	12,578.71	21,151.30	$ 62,280.29	$ 62,281.00
24AP02820	P0023977	Terminal ATP Grant	8207010-54009	$ 4,500,000.00	-	4,500,000.00	$ 4,500,000.00	$ 4,500,000.00
24AP02820	P0023977	Terminal ATP Grant	8207010-54020	$ 236,843.00	-	236,843.00	$ 236,843.00	$ 236,843.00
24AP08820	P0023977	Terminal AIG Grant	8207010-54009	$ 1,445,042.00	-	1,445,042.00	$ 1,445,042.00	$ 1,445,042.00
24AP09820	P0023934,P002393	Terminal 041-24	8207010-54009	$ 8,357,454.00	3,135,883.13	5,221,570.87	$ 5,221,570.87	$ 5,221,571.00
25AP02820	P0023977	ODAA Terminal Grant	8207010-54009	$ 2,000,000.00	900,000.00	1,100,000.00	$ 1,100,000.00	$ 1,100,000.00
25AP03820	P0023977	Terminal-Ineligible Share	8207010-54009	$ 2,615,397.00	1,061,528.95	1,553,868.05	$ 1,553,868.05	$ 1,553,869.00
25AP04820	P0025673,P002599	Terminal 044-24	8207010-54009	$ 3,000,000.00	83,402.68	2,545,917.04	$ 2,916,597.32	$ 2,916,598.00
25AP04820	P0025994,P002604	Terminal 044-24	8207010-54030	$ 333,334.00	9,266.97	271,490.78	$ 324,067.03	$ 324,068.00
25AP05820	P0026379	Phase II Utility Relocations	8207010-54009	$ 920,864.00	59,957.35	599,833.35	$ 860,906.65	$ 860,907.00
25AP06820	P0026048	Beacon Relocation	8207010-54009	$ 64,038.00	8,681.10	52,956.90	$ 55,356.90	$ 55,357.00
	P0015083	KSA - Airport Revenue Strategic Plan	8107010-53069	$ 49,295.00	197.19	49,097.81	$ 49,097.81	$ 49,098.00
	P0023522	Olsson - Airport Parking Construction	8107010-53069	$ 9,940.00	9,200.00	740.00	$ 740.00	$ 740.00
	P0024013	KSA - ODAA Grant Mgmt	8107010-53069	$ 7,846.50	1,348.50	6,498.00	$ 6,498.00	$ 6,498.00
	P0025896	KSA - Airport Markings	8107010-53069	$ 15,200.00	8,000.00	7,200.00	$ 7,200.00	$ 7,200.00
	P0022998	Mead & Hunt - PFC Mgmt	8107010-53064	$ 15,000.00	6,875.00	8,125.00	$ 8,125.00	$ 8,125.00
	P0025456	KSA - Traffic Pattern Indicator	8107010-53064	$ 3,500.00	1,500.00	2,000.00	$ 2,000.00	$ 2,000.00
	P0023384	ADB Safegate - Airfield Lighting replacements	8107040-53130	$ 14,269.60	-	14,269.60	$ 14,269.60	$ 14,270.00
	P0026224	Anixter - Replacement Light Pole	8107040-53130	$ 1,624.00	-	1,624.00	$ 1,624.00	$ 1,624.00
	P0026491	DACO - Foam Calibration 51	8107040-52012	$ 2,000.00	-	2,000.00	$ 2,000.00	$ 2,000.00
	P0026492	Libra - Beacon Line Repair	8107040-53030	$ 2,000.00	-	2,000.00	$ 2,000.00	$ 2,000.00
	P0026854	Standard Signage - Airfield Signage Replacement	8107040-53020	$ 5,500.00	-	5,500.00	$ 5,500.00	$ 5,500.00
	P0026868	Capstone Roofing - Hangar 2 Sealing	8107040-53020	$ 500.00	-	500.00	$ 500.00	$ 500.00
		Total Airport		**$ 24,199,096.10**	**$ 5,342,954.89**	**$ 17,858,766.80**	**$ 18,856,141.21**	**$ 18,857,147.00**
		Total		**$ 65,828,915.92**	**$ 23,698,915.98**	**$ 34,439,581.76**	**$ 42,112,456.26**	**$ 42,124,364.00**

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 7, 2025

Agenda Item:	3.d. CC-25-96
Previous/Related Action:	
Background/Issue:	The property owner, Gamma Delta Chapter of Sigma Chi House Corporation, is redeveloping an existing site at 1101 West University Avenue into a new four-story fraternity house totaling over 30,000 square feet. The property owner, Gamma Delta Investors, LLC, is redeveloping the existing site at 221 South Lincoln Street into a parking lot. Those property owners seek to close and vacate the alley located centrally between 3rd Avenue and University Avenue connecting Monroe Street and Lincoln street (CL24-02). The second reading of the ordinance closing the alley is later on the Council's agenda. One of the goals of closing and vacating the alley is to limit vehicular access and accommodate pedestrian traffic between two Sigma Chi buildings and between the Sigma Omicron (Fiji) building and the new parking lot.
Proposal/Solution:	This Encroachment Agreement and Release of Liability (EARL) is an agreement between the City of Stillwater, The Gamma Delta Chapter of Sigma Chi House Corporation, and Gamma Delta Investors, LLC, to allow for 4 removable Bollards and a private electrical conduit to be placed in the easement, which is proposed to be placed in the alley, which will be closed with CL24-02.
Financial Source/Impact:	None
Related Strategic Priority:	#5 UNIQUE CULTURE #6 ENGAGED & INVESTED RESIDENTS
Recommended Action/Motion:	Motion to approve Encroachment Agreement and Release of Liability with The Gamma Delta Chapter of Sigma Chi House Corporation, and Gamma Delta Investors, LLC, for encroaching into the closed alley/proposed utility easements in Block Three of the West College Addition and authorize the Mayor to execute the Agreement.
Prepared By:	David Barth, Director of Development Services
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Encroachment Agreement

ENCROACHMENT AGREEMENT AND RELEASE OF LIABILITY
(Permission to Encroach)

This Encroachment Agreement and Release of Liability for an encroachment on a Public Property/Easement/Right-of-Way is entered into by and between the City of Stillwater, an Oklahoma municipality (the "City"), and Gamma Delta Chapter of Sigma Chi House Corporation ("House Corp") and Gamma Delta Investors, LLC, an Oklahoma limited liability company ("Investors") (collectively referred to as "Owner").

The City owns public property, an easement and/or right-of-way across, upon or adjacent to Owner's property. Owner's property is more particularly described as:

LOT ONE (1), BLOCK THREE (3), WEST COLLEGE ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.
AND
LOT THREE (3), BLOCK THREE (3), WEST COLLEGE ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.
AND
THE NORTH FIFTY (50) FEET OF LOT FOUR (4) BLOCK THREE (3), WEST COLLEGE ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

Owner requests permission to construct and maintain a structure or other encroachment, namely four removable bollards and private electrical conduit (four 3/4" and three 2" PVC SCH 40 conduits) upon a portion of the public property/easement/right-of-way on or adjacent to said property, described as:

A PART OF BLOCK THREE (3), WEST COLLEGE ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING PART OF THE PLATTED ALLEYWAY WITHIN SAID BLOCK THREE (3), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT ONE (1), BLOCK THREE (3);
THENCE EAST ALONG THE SOUTH LINE OF SAID LOT ONE (1), A DISTANCE OF 70 FEET;
THENCE SOUTH A DISTANCE OF 20 FEET TO THE NORTH LINE OF LOT FOUR (4), BLOCK THREE (3);
THENCE WEST ALONG THE NORTH LINE OF SAID LOT FOUR (4), A DISTANCE OF 70 FEET TO THE NORTHWEST CORNER OF SAID LOT FOUR (4);
THENCE WEST ALONG THE NORTH LINE OF LOT THREE (3), BLOCK THREE (3), A DISTANCE OF 20 FEET;
THENCE NORTH A DISTANCE OF 10 FEET TO THE CENTERLINE OF THE PLATTED ALLEYWAY WITHIN BLOCK THREE (3);
THENCE EAST ALONG THE CENTERLINE OF SAID PLATTED ALLEYWAY, A DISTANCE

OF 20 FEET TO THE EXTENDED EAST LINE OF SAID LOT THREE (3);
THENCE NORTH ALONG THE EAST LINE OF SAID LOT THREE (3), EXTENDED, A DISTANCE OF 10 FEET TO THE POINT OF BEGINNING.

The City grants to Owner permission to construct and maintain the requested structure or encroachment on the above-described portion of public property/easement/right-of-way.

The Owner shall not construct or permit additional encroachments upon the public property/easement/right-of-way, and shall not alter, improve, replace or add to the permitted encroachment without prior written permission of the City.

The City reserves the right to require Owner to remove all encroachments from the applicable public property/easement/right-of-way at any time in the event that the encroached upon public property/easement/right-of-way is required, in the sole judgment of the City, to be used for public purposes.

In consideration of the City's agreement to permit the requested encroachment upon the applicable public property/easement/right-of-way, Owner agrees, on behalf of Owner, Owner's family and heirs, agents, devisees, successors, grantees, and assigns (collectively referred to as "Owner") to **waive any and all claims, causes of action, for damages of any kind or nature, including but not limited to any foreseen or unforeseen personal injury (including death), property damages (including loss of use), or other losses or damages** against the City of Stillwater, Oklahoma, its employees, officers, agents or assigns, which may arise out of or in connection with any aspect of the encroachment upon the above described public property/easement/right-of-way.

In consideration of the City's agreement to permit the requested encroachment upon the applicable public property/easement/right-of-way, Owner also agrees to **indemnify, defend (at the City's option), and hold harmless** the City, its employees, officials, agents, representatives and volunteers **from and against any and all causes of action (whether groundless or not), losses, liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature** directly or indirectly arising out of or in connection with the encroachment upon the above described public property/easement/right-of-way.

In consideration of the City's agreement to permit the requested encroachment upon the applicable public property/easement/right-of-way, Owner also agrees to **reimburse City for any direct or indirect costs or expenses** that the City may incur as a direct or indirect result of any encroachment upon the above-described property. The presence or absence of any insurance shall not be construed as a limitation on the duties or obligations of Owner under this Agreement.

Owner shall obtain release agreements as required by all other applicable utilities companies, and shall comply with all local, state, and federal regulations and laws which may be applicable to Owner's encroachment upon the above property/easement/right-of-way.

OWNER UNDERSTANDS THE PERSONAL, PROPERTY, AND/OR FINANCIAL RISKS ASSOCIATED WITH THIS AGREEMENT, AND OWNER AGREES TO ACCEPT THESE RISKS KNOWINGLY AND VOLUNTARILY.

Owner seeks this agreement with the City voluntarily, and acknowledges that no promises, agreements or other inducements have been made to Owner. Owner understands that the City of Stillwater, Oklahoma will rely on this statement, the terms of this Agreement are contractual in nature, and this Agreement is specifically designed to protect the City of Stillwater, Oklahoma, its citizens, employees, officers, agents, and assigns.

The Owner shall not assign this agreement without the prior written consent of the City, which shall not be unreasonably withheld.

I HAVE READ THE ABOVE STATEMENT AND I UNDERSTAND IT. I HAVE SOUGHT AND OBTAINED ANY AND ALL LEGAL ADVICE I NEEDED OR MAY HAVE NEEDED PRIOR TO SIGNING THIS DOCUMENT, AND I SIGN THIS DOCUMENT FREELY AND VOLUNTARILY.

Gamma Delta Chapter of Sigma Chi House Corporation

Benjamin W. Culver

Property Owner's Full Legal Name

Property Owner's Signature

President

Title/Office of Signatory

State of Oklahoma)
) ss.
County of ~~Payne~~ Tulsa)

KATHY BECKHAM
Notary Public in and for
STATE OF OKLAHOMA
Commission #23000642
Expires: 13 Jan 2027

On this 20 day of May, 2025 before me personally appeared Benjamin W Culver, known to me to be the person(s) named herein and who executed the foregoing **ENCROACHMENT AGREEMENT AND RELEASE OF LIABILITY**, and who acknowledged to me that he/she/they knowingly and voluntarily executed the same.

1-13-2027

My Commission Expires

Kathy Beckham

Notary Public

OWNER UNDERSTANDS THE PERSONAL, PROPERTY, AND/OR FINANCIAL RISKS ASSOCIATED WITH THIS AGREEMENT, AND OWNER AGREES TO ACCEPT THESE RISKS KNOWINGLY AND VOLUNTARILY.

Owner seeks this agreement with the City voluntarily, and acknowledges that no promises, agreements or other inducements have been made to Owner. Owner understands that the City of Stillwater, Oklahoma will rely on this statement, the terms of this Agreement are contractual in nature, and this Agreement is specifically designed to protect the City of Stillwater, Oklahoma, its citizens, employees, officers, agents, and assigns.

The Owner shall not assign this agreement without the prior written consent of the City, which shall not be unreasonably withheld.

I HAVE READ THE ABOVE STATEMENT AND I UNDERSTAND IT. I HAVE SOUGHT AND OBTAINED ANY AND ALL LEGAL ADVICE I NEEDED OR MAY HAVE NEEDED PRIOR TO SIGNING THIS DOCUMENT, AND I SIGN THIS DOCUMENT FREELY AND VOLUNTARILY.

GAMMA DELTA INVESTORS, LLC
JAMES W. KUYKENDALL

Property Owner's Full Legal Name

Property Owner's Signature

Mgr.

Title/Office of Signatory

State of Oklahoma)
) ss.
County of ~~Payne~~ TULSA)

On this 10TH day of MAY, 2025 before me personally appeared James W. Kuykendall, known to me to be the person(s) named herein and who executed the foregoing **ENCROACHMENT AGREEMENT AND RELEASE OF LIABILITY,** and who acknowledged to me that he/she/they knowingly and voluntarily executed the same.

03/10/2026
My Commission Expires

P. Wayne Burnham
Notary Public

P. WAYNE BURNHAM
NOTARY PUBLIC - STATE OF OKLAHOMA
COMMISSION NUMBER: 02002065

APPROVED by the City Council of the City of Stillwater, Oklahoma on: _____, 2023.

CITY OF STILLWATER, a municipal corporation

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED:

_____
City Attorney

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 7, 2025

Agenda Item:	3.e. CC-25-97
Previous/Related Action:	October 2, 2023: Council Approved the selection of Lippert Brothers, Inc. as Construction Manager at Risk (CMAR) to provide services for the remaining design, bidding, and construction of the new terminal building, parking, and parking access development at Stillwater Regional Airport. July 15, 2024: Council Approved the award of contracts by CMAR, Lippert Brothers, Inc. for Bid Package 1 (Phase 1) for Stillwater Regional Airport terminal project for a total of $18,592,300.
Background/Issue:	• The Stillwater Regional Airport (SWO) terminal project is ongoing and has surpassed 30% completion. • On December 16, 2024, Council ratified the approval and submission to the FAA of the SWO Capital Improvement Program (CIP), which identified FAA funding opportunity in FY25 for a passenger boarding bridge (PBB) for the new terminal. • PBB bids were opened on June 18, 2025, with two bids received. • The low bidder for the PBB was Oshkosh AeroTech, LLC with a total bid of $1,150,522 (base bid of $1,075,529 plus alternate of $74,993.00 for the baggage conveyor), with total PBB project costs of $1,313,542. Total PBB project costs include the PBB, baggage conveyor, CA fees, terminal apron revision to install PBB pedestal, and associated CMAR fees for potable water cabinet, concrete, electrical, markings, and GCs/fees).
Proposal/Solution:	• Approve the City Manager to enter into agreement with Oshkosh AeroTech, LLC for a passenger boarding bridge (PBB) at the Stillwater Regional Airport terminal for a total of $1,150,522.
Financial Source/Impact:	PBB costs will be funded through City of Stillwater match, and Federal Aviation Administration (FAA) discretionary grant 047 funds for the PBB. A resolution for the aforementioned FAA Discretionary grant for PBB is included in this council packet.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT

Recommended Action/Motion:	Motion to award bid #14-2025 for a passenger boarding bridge at the Stillwater Regional Airport terminal to Oshkosh AeroTech, LLC in the amount of $1,150,522 and authorize the City Manager to sign related documents.
Prepared By:	Kellie Reed, Airport Director
Reviewed By:	Kellie Reed Christy Cluck Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Stillwater_Regional_Airport_PBB_Recommendation_Letter
2. Bid Tabulation by Line Item Spreadsheet (9)
3. SWO PBB - Grant No. 47 Funding Overview 6.24.2025
4. PBB Agreement Owner Contractor CMc 5.5.25 (CAO 5.8.2025)
5. EJCDC Standard General Conditions (5.08.25) (1)

Parkhill

June 30, 2025

Connie McFarland
McFarland Architects, PC
1924 South Utica Ave., Suite 1216
Tulsa, OK 74104

Re: Stillwater Regional Airport Terminal Building Passenger Boarding Bridge

Dear Connie:

This letter serves as a formal recommendation for the award of the contract for the Passenger Boarding Bridge (PBB). Oshkosh is the lowest responsive and responsible bidder and based on the evaluation of their submission and my familiarity with the project scope and requirements, I recommend award of the contract to Oshkosh. This recommendation includes the cost of the Base Bid ($1,075,529.00) and the Alternate for the Baggage Conveyor ($74,993.00).

Sincerely,

PARKHILL

By Jared A. Higgins
Jared A. Higgins
Principal | Mechanical Engineer

JAH/bmj
:

Z:\BMW\OK-City-Letterhead - FFE.docx

Event Number	14-2025 Addendum 6	**Organization**	City of Stillwater
Event Title	Project # 25AP07820 - Airport Terminal Pas	**Workgroup**	Purchasing
Event Description	Notice is hereby given that the City of Stillw	**Event Owner**	John McClenny
Event Type	IFB	**Email**	john.mcclenny@stillwaterok.gov
Issue Date	5/10/2025 06:00:03 AM (CT)	**Phone**	
Close Date	6/18/2025 03:00:00 PM (CT)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Oshkosh AeroTech, LLC	Roy	UT	6/18/2025 12:32:56 PM (CT)	2	$1,150,522.00
TK Airport Solutions, Inc.	Fort Worth	TX	6/18/2025 02:38:11 PM (CT)	2	$1,216,569.00

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

1	Base Bid - Passenger Boarding Bridge								
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**	**Manufacturer**	**Manufacturer #**
	Oshkosh AeroTech, LLC	1	EA		$1,075,529.00	$1,075,529.00	Please review our attached cover letter and		
	TK Airport Solutions, Inc.	1	EA		$1,154,460.00	$1,154,460.00			

2	Alternate 1 - Baggage Conveyor								
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**	**Manufacturer**	**Manufacturer #**
	TK Airport Solutions, Inc.	1	EA		$62,109.00	$62,109.00			
	Oshkosh AeroTech, LLC	1	EA		$74,993.00	$74,993.00	Please review our attached cover letter and		

McFarland Architects, PC
1924 South Utica Avenue, Suite 1216, Tulsa, OK 74104
Phone 918 749-8100, Fax 918 749-8145, www.McFarlandArchitecture.com

McFarland Architects

Designs *that* Inspire Community.

Stillwater Regional Airport Terminal Building

Passenger Boarding Bridge

FAA Grant No. 47

June 24, 2025

The Passenger Boarding Bridge (PBB) will include the public bidding of the PBB and the baggage conveyor using the City of Stillwater IonWave bid portal. The infrastructure required for the new PBB will be constructed by the CMAR based upon a separate set of documents which were provided to the PBB bidders for their reference. The projected PBB costs are detailed below:

Passenger Boarding Bridge = $1,075,529
Baggage Conveyor = $74,993
A/E Construction Administration Fee = $22,500
PBB Apron Revision A/E Fee = $20,545

CMAR Infrastructure projected costs:

Concrete – Foundation and Apron = $39,250
Electrical for PBB and Water Cabinet = $18,990
Apron Pavement Marking = $10,000
Potable Water Cabinet = $29,735
CMAR General Conditions + Fee = $6,243

The total allocation for Grant No. 47, the Passenger Boarding Bridge based upon the projected budget costs is $1,297,785.

An amendment to the A/E agreement will be required to add the Apron Revisions required for the PBB. The CMAR agreement will be modified to include the PBB infrastructure costs separated from the Terminal Building - Phase One construction. The CMAR coordination of the installation of the Passenger Boarding Bridge is included in the Terminal Building - Phase One scope of work.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

ACEC
American Council of Engineering Companies

National Society of Professional Engineers
Professional Engineers in Private Practice

ASCE American Society of Civil Engineers

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
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AMERICAN COUNCIL OF ENGINEERING COMPANIES

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This document has been approved and endorsed by

The Associated General Contractors of America

Construction Specifications Institute

EJCDC
AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

Knowledge for Creating and Sustaining the Built Environment

THIS AGREEMENT is by and between the City of corporation, as owner and operator of Stillwater Regional Airport (Owner) and <to be filled out after bidding> (Contractor).

Based On EJCDC C-520 Agreement Between Owner and Contractor for Construction Contract
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OWNER and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

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

Supply and install a new two tunnel Passenger Boarding Bridge (PBB) and Baggage Conveyor.

ARTICLE 2 - THE PROJECT

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

Stillwater Airport Terminal Building and Improvements Project

ARTICLE 3 - ~~ENGINEER~~OWNER'S REPRESENTATIVE & COORDINATION WITH CONSTRUCTION MANAGER AT RISK

3.01 ~~The Project has been designed by <INSERT NAME>, P.E. (Engineer) who~~The City of Stillwater Airport Director is to act as Owner's representative and~~,~~ assumes all duties and responsibilities~~,~~ and ~~have~~ has the rights and authority assigned to ~~Engineer~~ Owner in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

3.02 ~~PBB~~ Contractor understands and acknowledges that Owner has entered into a written Agreement for Construction Management at Risk Services dated June 17, 2024, with Lippert Bros., Inc. ("CMAR"). The CMAR shall have the authority and responsibility to coordinate the activities for completion of the Project among various contractors and subcontractors. The CMAR has the authority and responsibility to coordinate the following activities including, but not limited to:

A. Control of the scheduling of construction and coordinate the installation of the Passenger Boarding Bridge; Baggage Handling System; Furniture, Fixtures, and Equipment; and Wayfinding;

B. Superintend and inspect the construction of the building and coordinate the installation of the Passenger Boarding Bridge; Baggage Handling System; Furniture, Fixtures, and Equipment; and Wayfinding; and

~~A.~~C. Provide a wide range of other related services to Owner as set forth in the Agreement for Construction Management at Risk Services.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed on or before _____, _____, and completed and ready for final payment in accordance with ~~Paragraph 14.07 of~~ the General Conditions on or before _____, _____.

4.03 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed ~~within _____ days after the date when the Contract Times commence to run~~ as provided in ~~Paragraph 2.03 of~~ the General Conditions, and completed and ready for final payment in accordance

with ~~Paragraph 14.07 of~~ the General Conditions ~~within _____ days after the date when the Contract Times commence to run~~.

4.04 Liquidated Damages

~~B.~~A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal ~~or arbitration~~ proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $1,000 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

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

A. For all Work other than Unit Price Work, a Lump Sum of:

_____ ($ _____)
(words) (numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

UNIT PRICE WORK

Item No.	Description	Unit	Estimated Quantity	Unit Price	Estimated
	TOTAL OF ALL ESTIMATED PRICES (words)				$_____ (numerals)

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~~C.~~ For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

C. For all Work, including Alternate Bids # and #, at the prices stated in the Contractor's Bid, attached hereto as an exhibit and summarized below:

<include table for base + additional bids selected, and show total contract price below>

$_____ ($_____)

ARTICLE 6 - 5.02 The parties to this Agreement understand and acknowledge that the Project is funded wholly or in part by federal grant funds and that this Agreement is contingent on the receipt of federal funds or other action by the City Council to appropriate funds sufficient for any work as provided for herein. No work shall commence and no amounts due the Contractor shall commence until the City of Stillwater has confirmed receipt of grant funds, or other sufficient appropriation by City Council action, and a Notice to Proceed has been issued.PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit it Applications for Payment for progress payments in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ~~Engineer~~ Owner as provided in the General Conditions. These payments will be based upon the following Milestones of Development:

Completion of Submittal Process as attested by Approved Documents 15%

Start of Fabrication 15%

End of Fabrication 20%

Delivery and Installation 30%

Closeout 20%

Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the _____ day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of ~~values~~ work completed as outlines and established as provided in Paragraph ~~2.07~~6.01.A. ~~of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:~~. Five percent (5%) of each partial payment will be withheld as retainage. When the work of the Contractor has been determined by the Owner to be at least 50% complete, the retainage amount will be reduced to two and one-half percent (2.5%) of the partial payment.

Prior to Substantial Completion, pProgress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made, and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions, and less 100 percent of Owner's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

_____ 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory

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to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

_____ 100 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

~~1. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.~~

6.02 Final Payment

1. Upon final completion and acceptance of the Work in accordance with ~~Paragraph 14.07 of~~ the General Conditions, Owner shall pay the remainder of the Contract Price ~~as recommended by Engineer~~ as provided in said Paragraph 6.01.A~~14.07.~~

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of one and one-half percent (1.5%) ~~three fourths of one percent (0.0075) percent~~ per month of the final payment with the following provisions:

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

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

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

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

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or

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contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Owner ~~and Engineer~~ written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner ~~and Engineer~~ is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 10, inclusive).

2. Performance bond (pages to , inclusive).

3. ~~Payment~~ Statutory bond (pages to , inclusive).

4. ~~Other bonds~~Maintenance bond (pages to , inclusive).

5. Standard General Conditions (pages ~~_____~~1 to ~~_____~~, 44, inclusive).

6. Supplementary Conditions (pages ~~_____~~1 to ~~_____~~, 4, inclusive).

~~Special Provisions (pages 1 to ?, and Exhibits 1 to 4, inclusive).~~

~~7. Specifications as listed in the table of contents of the Project Manual.~~Standard Specifications (pages 1 to ?, ~~inclusive).~~

~~Supplementary Specifications (pages 1 to ?, inclusive).~~

~~Special Provisions (pages _____ to _____, inclusive)~~

~~8.~~7. Drawings consisting of sheets with each sheet bearing the following general title: ~~[or] the Drawings listed on attached sheet index.~~

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8. Specifications.

a. The most recent version of the City of Stillwater Standards (Design and Construction) are incorporated herein as if fully set forth and are on file with the City of Stillwater (723 South Lewis, Stillwater, Oklahoma 74076) or available through accessing the City's website. ~~Not attached to the Agreement~~Under separate cover.

9. Addenda (numbers to , inclusive).

10. Exhibits to this Agreement (enumerated as follows):

a. List of Document Required (pages to , inclusive).

b. Signature and Submission Requirements for Bidding Documents (pages to , inclusive).

c. Bid Form (pages to , inclusive).

d. Bid Bond (pages to , inclusive).

e. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).

f. Business Relationships Affidavit (pages _____ to _____, inclusive).

g. Non-Collusion Affi~~a~~davit (pages to , inclusive).

h. Certificate of Nondiscrimination Form (pages to , inclusive).

i. Qualification Statement (pages through , inclusive).

j. Certificates of Insurance.

k. Federal Contract Provisions

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

a. Notice to Proceed (pages _____ to _____, inclusive).

b. Work Change Directives.

c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

~~10.05 Other Provisions~~

ARTICLE 11 - ~~None.~~ FEDERAL CONTRACT PROVISIONS

This Agreement is subject to federal contract provisions and grant restrictions. Contractor shall comply with all applicable federal contract provisions set forth in Exhibit K. To the extent that there is a conflict between any provision contained in Contract Documents and any federal contract provision, the applicable federal contract provisions shall apply.

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

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

OWNER:

City of Stillwater, Oklahoma

By: _____

Name/Title: **J. Brady Moore , City Manager**

Date: _____

Owner(s) address for giving notices:

PO Box 1449

Stillwater, OK 74076

_____

APPROVED AS TO FORM AND LEGALITY THIS

_____ DAY OF _____, 20____.

_____

KIMBERLY CARNLEY - City Attorney

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CONTRACTOR:

_____

By: _____

Name/Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

License Number: _____
(where applicable)

Agent for service or process: _____

_____

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

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STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

ACEC
American Council of Engineering Companies

National Society of Professional Engineers
Professional Engineers in Private Practice

ASCE American Society of Civil Engineers

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Knowledge for Creating and Sustaining the Built Environment

Construction Specifications Institute

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

9. *Change Order*--A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. *PCBs*--Polychlorinated biphenyls.

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

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

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

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

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

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

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

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

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

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

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

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

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

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

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof. The Work shall not be considered substantially complete unless it meets all of the following criteria:

A. A minimum of 95% of all work as computed by the contract value of the work completed divided by the total contract value shall be completed and substantially free of defect in material and/or workmanship;

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

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

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

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

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

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

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

1.02 *Terminology*

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

B. *Intent of Certain Terms or Adjectives*

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

C. *Day*

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

D. *Defective*

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

a. does not conform to the Contract Documents, or

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

c. has been damaged prior to Owner's approval of final payment (unless responsibility for the protection

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thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide*

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

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

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

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

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

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

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

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

2. a preliminary Schedule of Submittals; and

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

2.06 *Preconstruction Conference*

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

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Owner as provided below the schedules submitted in accordance with

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Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Owner.

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

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

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

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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

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

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

3.02 *Reference Standards*

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

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

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

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

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

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

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

B. Resolving Discrepancies

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

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifi-

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cally incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

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

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

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

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

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

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

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

3.06 *Electronic Data*

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

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

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

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

4.01 *Availability of Lands*

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

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

4.02 *Subsurface and Physical Conditions*

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

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

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

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

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

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

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

4.03 *Differing Subsurface or Physical Conditions*

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

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

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

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

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

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

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

C. Possible Price and Times Adjustments

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

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

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

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

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

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

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

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

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4.04 *Underground Facilities*

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

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

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

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

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

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

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

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

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

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

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

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

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

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

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

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

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

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

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

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

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

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

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

5.04 *Contractor's Liability Insurance*

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

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

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

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

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

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

b. by any other person for any other reason;

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

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

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

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

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

3. include completed operations insurance;

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

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

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

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

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

C. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide

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coverage for not less than the following amounts or greater where required by Laws and Regulations:
urance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

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

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

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

a. General Aggregate	$1,000,000.00
b. Products - Completed Operations Aggregate	$1,000,000.00
c. Personal and Advertising Injury	$1,000,000.00
d. Each Occurrence (Bodily Injury and Property Damage)	$500,000.00

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

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

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

a. Bodily Injury:	
Each person	$300,000.00
Each Accident	$1,000,000.00
b. Property Damage:	
Each Accident	$500,000.00
c. Combined Single Limit of	$1,000,000.00

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

a. Bodily Injury:	
Each accident	$500,000.00
Annual Aggregate	$1,000,000.00
b. Property Damage:	
Each Accident	$500,000.00
Annual Aggregate	$1,000,000.00

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

City of Stillwater, Oklahoma

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

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

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

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

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

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

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

1. include the interests of Owner, Contractor, Subcontractors, Engineer, Engineer's Consultants and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

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

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

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

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

6. include testing and startup; and

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

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

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

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

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

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

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

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

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage

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

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

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

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

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

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

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

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

6.02 *Labor; Working Hours*

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

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday,

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Sunday, or any legal holiday without Owner's written consent given after prior written notice to Owner.

6.03 *Services, Materials, and Equipment*

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

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

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

6.04 *Progress Schedule*

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

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

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

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

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

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

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

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

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

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

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

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

2. Substitute Items

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

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

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in

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the General Requirements and as Engineer may decide is appropriate under the circumstances.

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

1) shall certify that the proposed substitute item will:

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

b) be similar in substance to that specified, and

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

2) will state:

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

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

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

3) will identify:

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

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

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

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

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

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

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

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

6.06 *Concerning Subcontractors, Suppliers, and Others*

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

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

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

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

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

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

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

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

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

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

6.07 *Patent Fees and Royalties*

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

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

6.08 *Permits*

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

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6.09 *Laws and Regulations*

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

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

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

6.10 *Taxes*

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

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

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

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

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

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

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

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

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precau-

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

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

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

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

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

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

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

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

1. Shop Drawings

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

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

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

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the

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submittal for the limited purposes required by Paragraph 6.17.D.

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

C. Submittal Procedures

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

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

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

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

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

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

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

D. Engineer's Review

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

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

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

E. Resubmittal Procedures

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

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

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

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

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

2. normal wear and tear under normal usage.

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

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Owner or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

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

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

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

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

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

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

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

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

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

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

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

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

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

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

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

7.02 *Coordination*

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

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

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

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Agreement between Owner and Contractor for Construction Contract,~~Supplementary Conditions,~~ Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

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

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

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor (Not Used)*

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance (Not Used)*

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

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

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

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

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

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole

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as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding, with concurrence by Owner, on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

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

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

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

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

9.07 *Determinations for Unit Price Work*

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

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

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

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

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

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

9.09 *Limitations on Engineer's Authority and Responsibilities*

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

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

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

D. Engineer's review (if requested by Owner) of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation

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required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

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

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

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

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

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

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

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

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

~~3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.~~

10.04 *Notification to Surety*

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

10.05 *Claims*

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

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

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

1. deny the Claim in whole or in part,

2. approve the Claim, or

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

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

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

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

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

11.01 *Cost of the Work*

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

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

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

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

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

5. Supplemental costs including the following:

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

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

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

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

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

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f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

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

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

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

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

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

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

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

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

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

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

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

11.02 *Allowances*

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

B. Cash Allowances

1. Contractor agrees that:

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

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

C. Contingency Allowance

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

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

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the

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Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

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

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

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

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

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

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

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

12.01 *Change of Contract Price*

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

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

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

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

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

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

1. a mutually acceptable fixed fee; or

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

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

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

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

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

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

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

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the

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Contract Times shall be based on written notice submitted by the Contractor to the Owner in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

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

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

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

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

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

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

F~~G~~. Owner and Contractor recognize that time is of the essence for this Agreement and that Owner will suffer financial loss if the work is not substantially complete with the time specified in the Agreement and any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay but not as penalty, Contractor shall pay Owner liquidated damages at the rates set forth in the contract documents for each day that expires after the time specified in the Agreement and any extensions allowed in accordance with Article 12.

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

13.01 *Notice of Defects*

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

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

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

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

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

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

3. as otherwise specifically provided in the Contract Documents.

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

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

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

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

13.04 *Uncovering Work*

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

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

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

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

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

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

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

13.07 *Correction Period*

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A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

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

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

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

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

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Owner's approval of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

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

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

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the

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adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

14.02 *Progress Payments*

A. Applications for Payments

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

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

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

B. *Review of Applications*

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

2~~3~~. By recommending any such payment Engineer/Owner will not thereby be deemed to have represented that:

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

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

3~~4~~. Neither Engineer's nor Owner's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation and/or Owner's approval of any payment, including final payment, will impose responsibility on Engineer and/or Owner:

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

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

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

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

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

4~~5~~. Owner may refuse to approve payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Owner's opinion to protect Owner from loss because:

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

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

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

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

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

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

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

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

C. *Payment Becomes Due*

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

D. *Reduction in Payment*

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

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

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

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

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

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

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

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

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

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

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

14.05 *Partial Utilization*

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

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

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

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

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

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. Application for Payment

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

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

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

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

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

B. Owner's Review of Application and Acceptance

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

C. Payment Becomes Due

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

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Owner so

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confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer with Owner's approval thereof, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Owner with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

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

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

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

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

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

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

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

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

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

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

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

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

3. complete the Work as Owner may deem expedient.

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

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

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

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payment of moneys due Contractor by Owner will not release Contractor from liability.

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

15.03 *Owner May Terminate For Convenience*

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

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

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

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

4. reasonable expenses directly attributable to termination.

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

15.04 *Contractor May Stop Work or Terminate*

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

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

ARTICLE 16 - DISPUTE RESOLUTION (NOT USED)

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

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

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

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

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

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REPORT TO: CITY COUNCIL

MEETING DATE: JULY 7, 2025

Agenda Item:	3.f. CC-25-98
Previous/Related Action:	October 2, 2023: Council Approved the selection of Lippert Brothers, Inc. as Construction Manager at Risk (CMAR) to provide services for the remaining design, bidding, and construction of the new terminal building, parking, and parking access development at Stillwater Regional Airport. July 15, 2024: Council Approved the award of contracts by CMAR, Lippert Brothers, Inc. for Bid Package 1 (Phase 1) for Stillwater Regional Airport terminal project for a total of $18,592,300.
Background/Issue:	• The Stillwater Regional Airport (SWO) terminal project is ongoing and has surpassed 30% completion. • On December 16, 2024, Council ratified the approval and submission to the FAA of the SWO Capital Improvement Program (CIP), which identified FAA funding opportunity in FY25 for furniture, furnishings, and equipment (FFE) for the new terminal. • FFE bids were opened on June 18, 2025, with three bids received. • The low bidder for FFE was L&M Office Furniture with a total bid of $467,638.84 (base bid $456,554 plus alternate of $11,084.84 for ineligible FFE), with total allocation for all FFE project costs of $769,471. Total FFE project costs include FFE, Beacon relocation costs, and Wayfinding costs.
Proposal/Solution:	• Approve the City Manager to enter into agreement with L&M Office Furniture for FFE at the Stillwater Regional Airport terminal for a total of $467,638.84.
Financial Source/Impact:	FFE costs will be funded through City of Stillwater match and Federal Aviation Administration (FAA) Airport Infrastructure Grants (AIG) 045 funds for FFE. A resolution for the aforementioned FAA AIG grant for FFE is included in this council packet.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to award bid #19-2025 for furniture, furnishings, and

	equipment at the Stillwater Regional Airport terminal to L&M Office Furniture in the amount of $467,638.84 and authorize the City Manager to sign related documents.
Prepared By:	Kellie Reed, Airport Director
Reviewed By:	Kellie Reed Christy Cluck Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Bid Tabulation by Line Item Spreadsheet FFE
2. Stillwater_Regional_Airport_FF-E_Recommendation_Letter
3. SWO Grant No. 45 Description 6.24.2025
4. EJCDC Standard General Conditions (5.08.25) (2)
5. FFE Agreement Owner (CMc 5.19.2025) (CAO 5.22.2025) (1)
6. 2025-14 FFE FAA AIG Grant

Event Number	19-2025 Addendum 2	**Organization**	City of Stillwater
Event Title	Project # 25AP09820 - Airport Terminal Fur	**Workgroup**	Purchasing
Event Description	Notice is hereby given that the City of Stillw	**Event Owner**	John McClenny
Event Type	IFB	**Email**	john.mcclenny@stillwaterok.gov
Issue Date	5/24/2025 06:00:04 AM (CT)	**Phone**	
Close Date	6/18/2025 03:00:00 PM (CT)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
KI (Krueger International, Inc.)	Green Bay	WI	6/18/2025 09:31:15 AM (CT)	18	$91,195.36
L & M Office Furniture	Stillwater	OK	6/18/2025 01:54:33 PM (CT)	24	$456,553.32
John A Marshall Co.	Oklahoma City	OK	6/17/2025 03:58:40 PM (CT)	20	$705,406.34

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

1 BASE BID

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
KI (Krueger International, Inc.)				$91,195.36	$91,195.36			
L & M Office Furniture				$456,553.32	$456,553.32			
John A Marshall Co.				$705,406.34	$705,406.34			

1.1 B1

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
KI (Krueger International, Inc.)	5	EA		$1,782.64	$8,913.20			
John A Marshall Co.	5	EA		$2,602.76	$13,013.80			
L & M Office Furniture	5	EA		$2,734.77	$13,673.85			

1.2 B2

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
KI (Krueger International, Inc.)	1	EA		$1,147.88	$1,147.88			
John A Marshall Co.	1	EA		$1,454.00	$1,454.00			
L & M Office Furniture	1	EA		$1,579.43	$1,579.43			

1.3 B3

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
KI (Krueger International, Inc.)	4	EA		$1,548.00	$6,192.00			
John A Marshall Co.	4	EA		$3,166.67	$12,666.68			
L & M Office Furniture	4	EA		$3,530.63	$14,122.52			

1.4 CH1

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
KI (Krueger International, Inc.)	12	EA		$524.00	$6,288.00			
John A Marshall Co.	12	EA		$1,284.00	$15,408.00			
L & M Office Furniture	12	EA		$1,602.51	$19,230.12			

1.5 CH2

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
KI (Krueger International, Inc.)	24	EA		$1,161.97	$27,887.28			
L & M Office Furniture	24	EA		$2,120.37	$50,888.88			
John A Marshall Co.	24	EA		$12,722.20	$305,332.80	Manufacturer (Arconas) updated this to Qty		

1.6 CH3

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
John A Marshall Co.	24	EA		$181.98	$4,367.52	Manufacturer updated spec to Qty of 33 of		
KI (Krueger International, Inc.)	24	EA		$191.50	$4,596.00			
L & M Office Furniture	24	EA		$253.51	$6,084.24	Item specified SitOnIt Rio Chair		

1.7 CH4

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
John A Marshall Co.	8	EA		$181.98	$1,455.84	Manufacturer updated spec to Qty of 10 of		
KI (Krueger International, Inc.)	8	EA		$191.50	$1,532.00			
L & M Office Furniture	8	EA		$253.51	$2,028.08	Item specified SitOnIt Rio Chair		

1.8 CH5

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
KI (Krueger International, Inc.)	1	EA		$825.00	$825.00			

John A Marshall Co.	1	EA		$1,182.73	$1,182.73			
L & M Office Furniture	1	EA		$1,285.71	$1,285.71			

1.9 CH6

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
KI (Krueger International, Inc.)	2	EA		$1,797.50	$3,595.00			
L & M Office Furniture	2	EA		$2,235.73	$4,471.46			
John A Marshall Co.	2	EA		$2,396.60	$4,793.20			

1.10 CH7

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
John A Marshall Co.	5	EA		$502.87	$2,514.35			
KI (Krueger International, Inc.)	5	EA		$596.00	$2,980.00			
L & M Office Furniture	5	EA		$626.37	$3,131.85	Item specified SitOnIt Amplify Chair		

1.11 CH8

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
John A Marshall Co.	17	EA		$3,390.65	$57,641.05	consists of several parts		
L & M Office Furniture	17	EA		$5,074.18	$86,261.06			
KI (Krueger International, Inc.)	17	EA		No Bid				

1.12 CH9

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
John A Marshall Co.	14	EA		$3,216.55	$45,031.70	consists of several parts		
L & M Office Furniture	14	EA		$4,904.72	$68,666.08			
KI (Krueger International, Inc.)	14	EA		No Bid				

1.13 CH10

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
L & M Office Furniture	14	EA		$5,225.60	$73,158.40			
John A Marshall Co.	14	EA		$9,672.58	$135,416.12	consists of several parts		
KI (Krueger International, Inc.)	14	EA		No Bid				

1.14 D1

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
John A Marshall Co.	2	EA		$168.47	$336.94			
L & M Office Furniture	2	EA		$194.51	$389.02	Item specified SitOnIt Rio Stacking Cart		
KI (Krueger International, Inc.)	2	EA		$276.50	$553.00			

1.15 TB1

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
KI (Krueger International, Inc.)	2	EA		$6,198.00	$12,396.00			
John A Marshall Co.	2	EA		$25,785.44	$51,570.88			
L & M Office Furniture	2	EA		$25,785.45	$51,570.90			

1.16 TB2

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
KI (Krueger International, Inc.)	16	EA		$761.00	$12,176.00			
John A Marshall Co.	16	EA		$786.40	$12,582.40			
L & M Office Furniture	16	EA		$879.94	$14,079.04			

1.17 TB3

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
KI (Krueger International, Inc.)	4	EA		$528.50	$2,114.00			
John A Marshall Co.	4	EA		$637.20	$2,548.80			
L & M Office Furniture	4	EA		$723.61	$2,894.44			

1.18 TR1

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
John A Marshall Co.	9	EA		$2,889.33	$26,003.97			
L & M Office Furniture	9	EA		$3,165.96	$28,493.64			
KI (Krueger International, Inc.)	9	EA		No Bid				

1.19 TR2

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
John A Marshall Co.	2	EA		$3,277.78	$6,555.56			
L & M Office Furniture	2	EA		$3,647.30	$7,294.60			
KI (Krueger International, Inc.)	2	EA		No Bid				

1.20 Cost of installation for all items bid.

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
John A Marshall Co.	1	Lump Sum		$5,530.00	$5,530.00	Please note that Arconas charges a $14,763		
L & M Office Furniture	1	Lump Sum		$7,250.00	$7,250.00			
KI (Krueger International, Inc.)	1	Lump Sum		No Bid				

2 ALTERNATE 1

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
L & M Office Furniture				$8,296.23				
KI (Krueger International, Inc.)				$26,219.00				
John A Marshall Co.				No Bid				

2.1 CH3

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
L & M Office Furniture	9	EA		No Bid				
KI (Krueger International, Inc.)	9	EA		No Bid				
John A Marshall Co.	9	EA		No Bid				

2.2 TB6

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
KI (Krueger International, Inc.)	1	EA		$499.50	$499.50			
L & M Office Furniture	1	EA		$998.96	$998.96			
John A Marshall Co.	1	EA		No Bid				

2.3 TB4

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
KI (Krueger International, Inc.)	1	EA		$999.50	$999.50			
L & M Office Furniture	1	EA		$1,431.50	$1,431.50			

2.4 CH4

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
L & M Office Furniture	2	EA		No Bid				
KI (Krueger International, Inc.)	2	EA		No Bid				

2.5 TB5

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
KI (Krueger International, Inc.)	1	EA		$2,328.00	$2,328.00			
L & M Office Furniture	1	EA		$5,465.77	$5,465.77			

2.6 Cost of installation for all items bid.

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
L & M Office Furniture	1	Lump Sum		$400.00	$400.00			
KI (Krueger International, Inc.)	1	Lump Sum		$22,392.00	$22,392.00			

Parkhill

June 30, 2025

Connie McFarland
McFarland Architects, PC
1924 South Utica Ave., Suite 1216
Tulsa, OK 74104

Re: Stillwater Regional Airport Terminal Building Furniture Furnishing and Equipment

Dear Connie:

This letter serves as a formal recommendation for the award of the contract for the Stillwater Regional Airport Terminal Building Furniture, Furnishings, and Equipment (FFE). Based on a thorough evaluation of their submission and my familiarity with the project scope and requirements, I recommend award of the contract to L&M Office Furniture, the lowest responsive and responsible bidder. The base bid amount is $456,554.00. The alternate amount (ineligible FFE) is $11,084.84.

The alternate amount has been modified to include 11 additional chairs at the bid unit cost.

Sincerely,

PARKHILL

By Jared A. Higgins
Jared A. Higgins
Principal | Mechanical Engineer

JAH/bmj

McFarland Architects, PC
1924 South Utica Avenue, Suite 1216, Tulsa, OK 74104
Phone 918 749-8100, Fax 918 749-8145, www.McFarlandArchitecture.com

McFarland Architects

Designs *that* Inspire Community.

Stillwater Regional Airport Terminal Building

Furniture Furnishing and Equipment / Beacon / Wayfinding

Grant No. 45 – Total Amount $751,476 (Eligible Funded) **June 24, 2025**

The professional service to select and specify the furniture, furnishings and equipment were funded from FAA design grants 39 and 40. During the design phase of the new Terminal, the proposed furniture was illustrated on the documents created for the Phase One package to establish a budget. The total cost for furniture is $495,138.84 including A/E fees. The FAA eligible costs total $483,394 are detailed below:

Eligible FFE = $456,554
Ineligible FFE = $11,084.84
Eligible A/E Construction Administration Fee = $26,840
Ineligible A/E CA Fees = $660

The second component of Grant No. 45 is the Beacon relocation project. The beacon was put out to bid at the same time as the Road and Roundabout. The demolition bid for the existing beacon tower will remain in the Road and Roundabout funding ($8,860). The design fees were funded by the City of Stillwater and are eligible to be reimbursable by the FAA in Grant 45. The construction administration fees are also eligible and will be included along with the construction portion of the beacon pole and relocated beacon. The costs total $82,892 and are detailed below:

Design Fees for the Beacon Relocation = $19,254
A/E Construction Administration Fees = $10,860
Construction Cost for new Beacon Pole / Electrical = $52,778

The third component of Grant No. 45 is Wayfinding. Based upon previous approval by the FAA, the Wayfinding will be funded using budget numbers. These total $185,190 and are detailed below:

Design and Construction Observation Fees for Wayfinding = $29,590
Construction Cost for Wayfinding Elements = $125,000
Monitors for Wayfinding = $30,600

STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

ACEC
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National Society of Professional Engineers
Professional Engineers in Private Practice

ASCE American Society of Civil Engineers

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Knowledge for Creating and Sustaining the Built Environment

Construction Specifications Institute

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EJCDC C-700 Standard General Conditions of the Construction Contract.
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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

9. *Change Order*--A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. *PCBs*--Polychlorinated biphenyls.

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

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

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

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

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

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

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

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

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

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

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

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

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

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

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof. The Work shall not be considered substantially complete unless it meets all of the following criteria:

A. A minimum of 95% of all work as computed by the contract value of the work completed divided by the total contract value shall be completed and substantially free of defect in material and/or workmanship;

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

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

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

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

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

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

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

1.02 *Terminology*

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

B. *Intent of Certain Terms or Adjectives*

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

C. *Day*

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

D. *Defective*

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

a. does not conform to the Contract Documents, or

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

c. has been damaged prior to Owner's approval of final payment (unless responsibility for the protection

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thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide*

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

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

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

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

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

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

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

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

2. a preliminary Schedule of Submittals; and

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

2.06 *Preconstruction Conference*

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

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Owner as provided below the schedules submitted in accordance with

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Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Owner.

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

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

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

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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

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

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

3.02 *Reference Standards*

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

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

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

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

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

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

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

B. Resolving Discrepancies

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

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifi-

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cally incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

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

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

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

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

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

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

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

3.06 *Electronic Data*

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

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

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

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

4.01 *Availability of Lands*

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

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

4.02 *Subsurface and Physical Conditions*

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

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

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

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

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

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

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

4.03 *Differing Subsurface or Physical Conditions*

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

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

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

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

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

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

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

C. Possible Price and Times Adjustments

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

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

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

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

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

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

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

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

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4.04 *Underground Facilities*

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

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

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

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

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

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

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

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

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

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

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

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

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

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

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

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

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

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

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

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

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

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

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

5.04 *Contractor's Liability Insurance*

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

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

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

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

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

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

b. by any other person for any other reason;

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

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

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

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

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

3. include completed operations insurance;

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

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

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

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

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

C. The limits of liability for the ins
urance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the

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following amounts or greater where required by Laws and Regulations:

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

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

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

a. General Aggregate	$1,000,000.00
b. Products - Completed Operations Aggregate	$1,000,000.00
c. Personal and Advertising Injury	$1,000,000.00
d. Each Occurrence (Bodily Injury and Property Damage)	$500,000.00

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

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

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

a. Bodily Injury:	
Each person	$300,000.00
Each Accident	$1,000,000.00
b. Property Damage:	
Each Accident	$500,000.00
c. Combined Single Limit of	$1,000,000.00

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

a. Bodily Injury:	
Each accident	$500,000.00
Annual Aggregate	$1,000,000.00
b. Property Damage:	
Each Accident	$500,000.00
Annual Aggregate	$1,000,000.00

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

City of Stillwater, Oklahoma

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

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

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

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

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

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

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

1. include the interests of Owner, Contractor, Subcontractors, Engineer, Engineer's Consultants and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at

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least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

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

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

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

6. include testing and startup; and

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

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

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

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

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

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

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

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

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain

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

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

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

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

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

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

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

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

6.02 *Labor; Working Hours*

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

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent given after prior written notice to Owner.

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6.03 *Services, Materials, and Equipment*

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

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

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

6.04 *Progress Schedule*

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

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

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

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

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

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

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

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

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

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

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

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

2. Substitute Items

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

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

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

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

1) shall certify that the proposed substitute item will:

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

b) be similar in substance to that specified, and

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

2) will state:

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

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

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

3) will identify:

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

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

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

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

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

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

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

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

6.06 *Concerning Subcontractors, Suppliers, and Others*

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

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of

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any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

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

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

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

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

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

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

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

6.07 *Patent Fees and Royalties*

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

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

6.08 *Permits*

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

6.09 *Laws and Regulations*

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

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

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

6.10 *Taxes*

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

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

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

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

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

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

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

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

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, including but not limited to the requirements of the United States Occupational Safety and Health

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Administration. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

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

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

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

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

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

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

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

1. Shop Drawings

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

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

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

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

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

C. Submittal Procedures

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

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

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

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

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

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

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

D. Engineer's Review

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

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

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

E. Resubmittal Procedures

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

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

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

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

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

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an

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acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Owner or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

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

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

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

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

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

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

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

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

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

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ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

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

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

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Owner and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Owner in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in the Agreement between Owner and Contractor for Construction Contract ~~Supplementary Conditions~~:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Agreement between Owner and Contractor for Construction Contract~~Supplementary Conditions~~, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor (Not Used)*

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making

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available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance (Not Used)*

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. The duties and responsibilities and the limitations of authority of Engineer during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding, with concurrence by Owner, on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties

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are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Owner and/or Engineer will have authority to reject Work which Owner and/or Engineer believes to be defective, or that Owner and/or Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Owner and/or Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Owner will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Owner will review with Contractor Owner's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Owner's written decision thereon will be final and binding (except as modified by Owner to reflect changed factual conditions or more accurate data) upon Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question. At the request of Owner, Engineer shall serve as interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer/Owner will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer/Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer/Owner will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review (if requested by Owner) of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

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E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties; and

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive.~~;~~

~~3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.~~

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision*: Any Claim, except those waived pursuant to Paragraph 14.09, may be referred to the Engineer for decision at Owner's discretion.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the Contractor to Owner promptly (but in no event later than 7 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the Contractor. Notice of the amount or extent of the Claim, with supporting data shall be delivered to Owner within 30 days after the start of such event (unless Owner allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event.

C. *Owner's Action*: Owner will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the Contractor that the Owner is unable to resolve the Claim if, in the Owner's sole discretion, it would be inappropriate for the Owner to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Owner does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

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E. Owner's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Contractor.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer (if requested by Owner), which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer (if requested by Owner), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with

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Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Owner an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation , overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

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B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Owner subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the Contractor to the Owner in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the Contractor to the Owner in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the

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Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in Paragraph 12.02.A. If abnormal weather conditions, as described in paragraph 12.03CD, have prevented progression of work, Contractor must submit to Owner a written request for a change to the contract times within seven days of the end of that month (rather than within 7 days of the delaying event, as required in Paragraph 10.05). Owner reserves the right to deny such requests not submitted within the specified time. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

BC. Compensation for delays shall not exceed five hundred ($500.00) dollars per day and shall be strictly limited to equipment on site and deemed necessary by Owner for execution of PROJECT at the time of the delay. Rates of equipment claim shall not exceed FEMA's Schedule of Equipment Rates as published on the following web-site on the day of bid opening:

https://www.fema.gov/assistance/public/schedule-equipment-rates

CD. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.D. Abnormal weather conditions shall be as defined as those days or partial days meeting one or more of the four criteria described in 1999 ODOT Standard Specifications Section 108.07(b).

DE. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

EF. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

FG. Owner and Contractor recognize that time is of the essence for this Agreement and that Owner will suffer financial loss if the work is not substantially complete with the time specified in the Agreement and any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay but not as penalty, Contractor shall pay Owner liquidated damages at the rates set forth in the contract documents for each day that expires after the time specified in the Agreement and any extensions allowed in accordance with Article 12.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at all times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Owner timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

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1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Owner the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Owner, it must, if requested by Owner, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Owner timely notice of Contractor's intention to cover the same and Owner has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Owner, it must, if requested by Owner, be uncovered for Owner's observation and replaced at Contractor's expense.

B. If Owner considers it necessary or advisable that covered Work be observed by Owner or inspected or tested by others, Contractor, at Owner's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Owner may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by

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Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Owner's approval of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Owner to correct defective Work or to remove and replace rejected Work as required by Owner in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

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D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Owner. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 30 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Owner for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as provided in Oklahoma state law. ~~will be as stipulated in the Agreement.~~

B. *Review of Applications*

1. Owner will, within 10 days after receipt of each Application for Payment, either approve payment or return the Application to Contractor indicating in writing Owner's reasons for refusing to approve payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2~~3~~. By recommending any such payment Engineer/Owner will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

3~~4~~. Neither Engineer's nor Owner's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation and/or Owner's approval of any payment, including final payment, will impose responsibility on Engineer and/or Owner:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

4~~5~~. Owner may refuse to approve payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Owner's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09;

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d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.~~;~~ or

e. liability for liquidated damages has been incurred by Contractor;

f. Surety has not provided written authorization to Owner/Engineer to reduce retainage;

g. Engineer or Owner has received instructions from Surety regarding payments; or

h. If in the opinion of the Owner the work is substantially behind the Contractor's initial progress schedule or it is the opinion of the Owner that it is unlikely that Contractor can complete the work within the time specified in the contract documents, then the Owner may refuse to reduce ~~recommend reduction of retainage below 10%, or if it has been reduced below 10% the Owner may recommend that~~ the retainage. ~~be increased to 10%.~~

C. *Payment Becomes Due*

1. Thirty days after presentation of the Application for Payment to Owner the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment*

1. Owner may refuse to make payment of the full amount because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount, Owner will give Contractor immediate written notice stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Owner issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner and Contractor shall make an inspection of the Work to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Contractor in writing giving the reasons therefor.

C. If Owner considers the Work substantially complete, Owner will deliver to Contractor a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment.

D~~E~~. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially

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complete and request Owner to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner and Contractor shall make an inspection of that part of the Work to determine its status of completion. If Owner does not consider that part of the Work to be substantially complete, Owner will notify Contractor in writing giving the reasons therefor. If Owner considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Owner will promptly make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Owner, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Owner's Review of Application and Acceptance

1. If, on the basis of Owner's observation of the Work during construction and final inspection, and Owner's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Owner is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Owner will, within ten days after receipt of the final Application for Payment, approve the final application for payment. At the same time Owner will also give written notice to Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Owner will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to approve final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the Owner's approval of the Application for Payment and accompanying documentation, the amount approved, less any sum Owner is entitled to set off against Contractor's application, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Owner so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer with Owner's approval thereof, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully

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completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Owner with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work noted after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Owner and/or Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall

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supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Owner fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION (NOT USED)

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

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17.05 *Controlling Law*

A. This Contract shall ~~is to~~ be governed by the law of the State of Oklahoma ~~in which the Project is located~~. Venue for any legal action shall be in Payne County, Oklahoma.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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The Associated General Contractors of America

Construction Specifications Institute

EJCDC
AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

Knowledge for Creating and Sustaining the Built Environment

Based On EJCDC C-520 Agreement Between Owner and Contractor for Construction Contract
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THIS AGREEMENT is by and between the City of Stillwater, a municipal corporation, as owner and operator of Stillwater Regional Airport (Owner) and <to be filled out after bidding> (Contractor).

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Supply and install new Furniture, Furnishings, & Equipment ("FFE").

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Stillwater Airport Terminal Building and Improvements Project

ARTICLE 3 - ~~ENGINEER~~OWNER'S REPRESENTATIVE & COORDINATION WITH CONSTRUCTION MANAGER AT RISK

3.01 ~~The Project has been designed by <INSERT NAME>, P.E. (Engineer) who~~The City of Stillwater Airport Director is to act as Owner's representative and~~,~~ assumes all duties and responsibilities~~,~~ and ~~have~~ has the rights and authority assigned to ~~Engineer~~ Owner in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

3.02 ~~PBB~~ Contractor understands and acknowledges that Owner has entered into a written Agreement for Construction Management at Risk Services dated June 17, 2024, with Lippert Bros., Inc. ("CMAR"). The CMAR shall have the authority and responsibility to coordinate the activities for completion of the Project among various contractors and subcontractors. The CMAR has the authority and responsibility to coordinate the following activities including, but not limited to:

A. Control of the scheduling of construction and coordinate the installation of the Passenger Boarding Bridge; Baggage Handling System; Furniture, Furnishings , and Equipment; and Wayfinding;

B. Superintend and inspect the construction of the building and coordinate the installation of the Passenger Boarding Bridge; Baggage Handling System; Furniture, Furnishings , and Equipment; and Wayfinding; and

~~A.~~C. Provide a wide range of other related services to Owner as set forth in the Agreement for Construction Management at Risk Services.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed on or before _____, _____, and completed and ready for final payment in accordance with ~~Paragraph 14.07 of~~ the General Conditions on or before _____, _____.

4.03 Days to Achieve Substantial Completion and Final Payment

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A. The Work will be substantially completed ~~within _____ days after the date when the Contract Times commence to run~~ as provided in ~~Paragraph 2.03 of~~ the General Conditions, and completed and ready for final payment in accordance with ~~Paragraph 14.07 of~~ the General Conditions ~~within _____ days after the date when the Contract Times commence to run~~.

4.04 Liquidated Damages

~~B.~~A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal ~~or arbitration~~ proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **$500** for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **$1,000** for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to 5.01.A~~C~~ below:

A. For all Work other than Unit Price Work, a Lump Sum of:

_____ ($ _____)
(words) (numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

UNIT PRICE WORK

Item No.	Description	Unit	Estimated Quantity	Unit Price	Estimated
	TOTAL OF ALL ESTIMATED PRICES _____ (words)				$_____ (numerals)

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~~C.~~ For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

C. For all Work, including Alternate Bids # and #, at the prices stated in the Contractor's Bid, attached hereto as an exhibit and summarized below:

<include table for base + additional bids selected, and show total contract price below>

$_____ ($_____)

5.02 The parties to this Agreement understand and acknowledge that the Project is funded wholly or in part by federal grant funds and that this Agreement is contingent on the receipt of federal funds or other action by the City Council to appropriate funds sufficient for any work as provided for herein. No work shall commence and no amounts due the Contractor shall commence until the City of Stillwater has confirmed receipt of grant funds, or other sufficient appropriation by City Council action, and a Notice to Proceed has been issued.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment for progress payments in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ~~Engineer~~ Owner as provided in the General Conditions. These payments will be based upon the following Milestones of Development:

Completion of Submittal Process as attested by Approved Documents 35%

Procurement and Delivery to Site 40%

Delivery and Installation 20%

Closeout (Retainage) 5%

Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the _____ day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of ~~values~~ work completed as outlined and established as provided in Paragraph ~~2.07~~6.01.A. ~~of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:~~. Five percent (5%) of each partial payment will be withheld as retainage. When the work of the Contractor has been determined by the Owner to be at least 50% complete, the retainage amount will be reduced to two and one-half percent (2.5%) of the partial payment.

Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made, and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions, and less 100 percent of Owner's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

_____ 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory

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to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

_____ 100 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

~~1. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.~~

6.02 Final Payment

1. Upon final completion and acceptance of the Work in accordance with ~~Paragraph 14.07 of~~ the General Conditions, Owner shall pay the remainder of the Contract Price ~~as recommended by Engineer~~ as provided in said Paragraph 6.01.A~~14.07.~~

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of one and one-half percent (1.5%) ~~three fourths of one percent (0.0075) percent~~ per month of the final payment with the following provisions:

A. Lump Sum Contract: The interest shall commence thirty (30) days after the work under the contract has been completed and accepted and all required material certifications and other documentation required by the contract has been furnished to Owner by Contractor and shall run until the final payment or estimate is remitted to the ~~c~~Contractor. When contract quantities or the final payment amount is in dispute, the interest bearing period shall be suspended until the settlement of the dispute.

~~A.~~B. Contracts Bid by Unit Price: The interest shall commence sixty (60) days after the work under the contract has been completed and accepted and all required material certifications and other documentation required of the Contractor has been furnished to Owner by Contractor and shall run until the final payment or estimate is remitted to Contractor. When contract quantities or the final payment amount is in dispute, the interest bearing period shall be suspended until the settlement of the dispute.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or

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contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Owner ~~and Engineer~~ written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner ~~and Engineer~~ is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).

2. Performance bond (pages to , inclusive).

3. ~~Payment~~ Statutory bond (pages to , inclusive).

4. ~~Other bonds~~Maintenance bond (pages to , inclusive).

5. Standard General Conditions (pages ~~_____~~1 to ~~_____~~, 44, inclusive).

6. Supplementary Conditions (pages ~~_____~~1 to ~~_____~~, 4, inclusive).

~~Special Provisions (pages 1 to ?, and Exhibits 1 to 4, inclusive).~~

~~7. Specifications as listed in the table of contents of the Project Manual.~~Standard Specifications (pages 1 to ?, ~~inclusive).~~

~~Supplementary Specifications (pages 1 to ?, inclusive).~~

~~Special Provisions (pages _____ to _____, inclusive)~~

~~8.~~7. Drawings consisting of sheets with each sheet bearing the following general title: ~~[or] the Drawings listed on attached sheet index.~~

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8. Specifications.

a. The most recent version of the City of Stillwater Standards (Design and Construction) are incorporated herein as if fully set forth and are on file with the City of Stillwater (723 South Lewis, Stillwater, Oklahoma 74076) or available through accessing the City's website. ~~Not attached to the Agreement~~Under separate cover.

9. Addenda (numbers to , inclusive).

10. Exhibits to this Agreement (enumerated as follows):

a. List of Document Required (pages to , inclusive).

b. Signature and Submission Requirements for Bidding Documents (pages to , inclusive).

c. Bid Form (pages to , inclusive).

d. Bid Bond (pages to , inclusive).

e. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).

f. Business Relationships Affidavit (pages _____ to _____, inclusive).

g. Non-Collusion Affidavit (pages to , inclusive).

h. Certificate of Nondiscrimination Form (pages to , inclusive).

i. Qualification Statement (pages through , inclusive).

j. Certificates of Insurance.

k. Federal Contract Provisions

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

a. Notice to Proceed (pages _____ to _____, inclusive).

b. Work Change Directives.

c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

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A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

~~10.05 Other Provisions~~

ARTICLE 11 - ~~None.~~ FEDERAL CONTRACT PROVISIONS

This Agreement is subject to federal contract provisions and grant restrictions. Contractor shall comply with all applicable federal contract provisions set forth in Exhibit K. To the extent that there is a conflict between any provision contained in Contract Documents and any federal contract provision, the applicable federal contract provisions shall apply.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER:

City of Stillwater, Oklahoma

By: _____

Name/Title: **J. Brady Moore , City Manager**

Date: _____

Owner(s) address for giving notices:

PO Box 1449

Stillwater, OK 74076

_____

APPROVED AS TO FORM AND LEGALITY THIS

_____ DAY OF _____, 20____.

_____

KIMBERLY CARNLEY - City Attorney

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CONTRACTOR:

_____

By: _____

Name/Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

License Number: _____
(where applicable)

Agent for service or process: _____

_____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

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RESOLUTION NO. CC-2025-14

A RESOLUTION OF THE STILLWATER CITY COUNCIL APPROVING THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2025 AIRPORT INFRASTRUCTURE GRANT FUNDS ADMINISTERED BY THE FEDERAL AVIATION ADMINISTRATION FOR AIRPORT INFRASTRUCTURE IMPROVEMENTS AT STILLWATER REGIONAL AIRPORT; AND CONFIRMING APPROPRIATION OF THE SPONSOR MATCH

WHEREAS, Public Law 117-58 Infrastructure Investment and Jobs Act provides approximately $15 billion for airport-related projects as defined under the existing Airport Infrastructure Grant (AIG) and Passenger Facility Charge criteria; and

WHEREAS, approximately $2.89 billion of AIG funds will be administered by the Federal Aviation Administration (FAA) through the AIG program to airport sponsors for airport infrastructure improvements; and

WHEREAS, Stillwater Regional Airport intends to apply for Fiscal Year (FY) 2025 AIG funds in support of procurement and installation of furniture, furnishings, and equipment in connection with the Stillwater Regional Airport Terminal Building and Improvements Project; and

WHEREAS, the estimated total project cost is $769,471 ($11,745 of the total project cost is ineligible for the AIG funds); and

WHEREAS, the anticipated cost share under the FAA FY 2025 AIG grant is as follows: Federal Aviation Administration: $719,840 and City of Stillwater: $37,886 (5% sponsor match); and

WHEREAS, these improvements will enhance operational efficiency and safety of airport users, particularly users of the commercial air service terminal.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Stillwater:

Section 1: That the City of Stillwater hereby authorizes submission of a Federal Aviation Administration grant application for FAA FY 2025 AIG funds in an amount not-to-exceed $719,840 and payment of matching funds.

Section 2: That the City of Stillwater hereby confirms that it has appropriated funds for the required sponsor match.

Section 3: That the Mayor or Vice-Mayor is hereby authorized to execute all necessary projects including: grant applications, offers and agreements, sponsor certifications, DBE certifications, contracts and other related documents as may be required to secure funding and conduct said airport project.

PASSED AND ADOPTED this 7th day of July 2025.

CITY OF STILWATER, OKLAHOMA
a Municipal Corporation

_____
WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

_____
TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY this 7th day of July 2025.

_____
KIMBERLY CARNLEY, CITY ATTORNEY

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 7, 2025

Agenda Item:	3.g. CC-25-99
Previous/Related Action:	American Airlines has provided passenger air service between Stillwater Regional Airport (SWO) and Dallas/Fort Worth International Airport (DFW) since August 23, 2016. As such, American Airlines leases space in the airport terminal to perform this service.
Background/Issue:	• American Airlines has historically leased 2,314 square feet of preferential use space at Stillwater Regional Airport on a yearly basis. • SWO new terminal construction has surpassed 30%, with new terminal completion expected by August of 2026. • To support the transition from preferential use lease space in the old terminal to preferential use lease space in the new terminal, a non-standard term lease was requested by American Airlines to encompass the entirety of remaining time AA will lease space in the old terminal.
Proposal/Solution:	• Provide a non-standard 13 month term lease agreement between the City of Stillwater and American Airlines for the period of July 1, 2025 through July 31, 2026 for a total of 2,314 square feet of preferential use space in the terminal at a total monthly cost of $3,874.03. • In FY26 a new lease will be drafted and reviewed by both parties for preferential use lease space in the new terminal, with a proposed effective date of August 1, 2026.
Financial Source/Impact:	American Airlines lease rate supports operational costs of operating and maintaining the existing airport terminal.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to approve Use & Lease Agreement between City of Stillwater/Stillwater Regional Airport and American Airlines and authorize the City Manager to sign related documents.
Prepared By:	Kellie Reed, Airport Director
Reviewed By:	Kellie Reed Christy Cluck

	Teresa Kadavy
Submitted By:	Brady Moore, City Manager

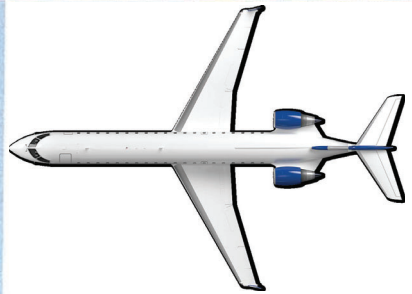
Attachments

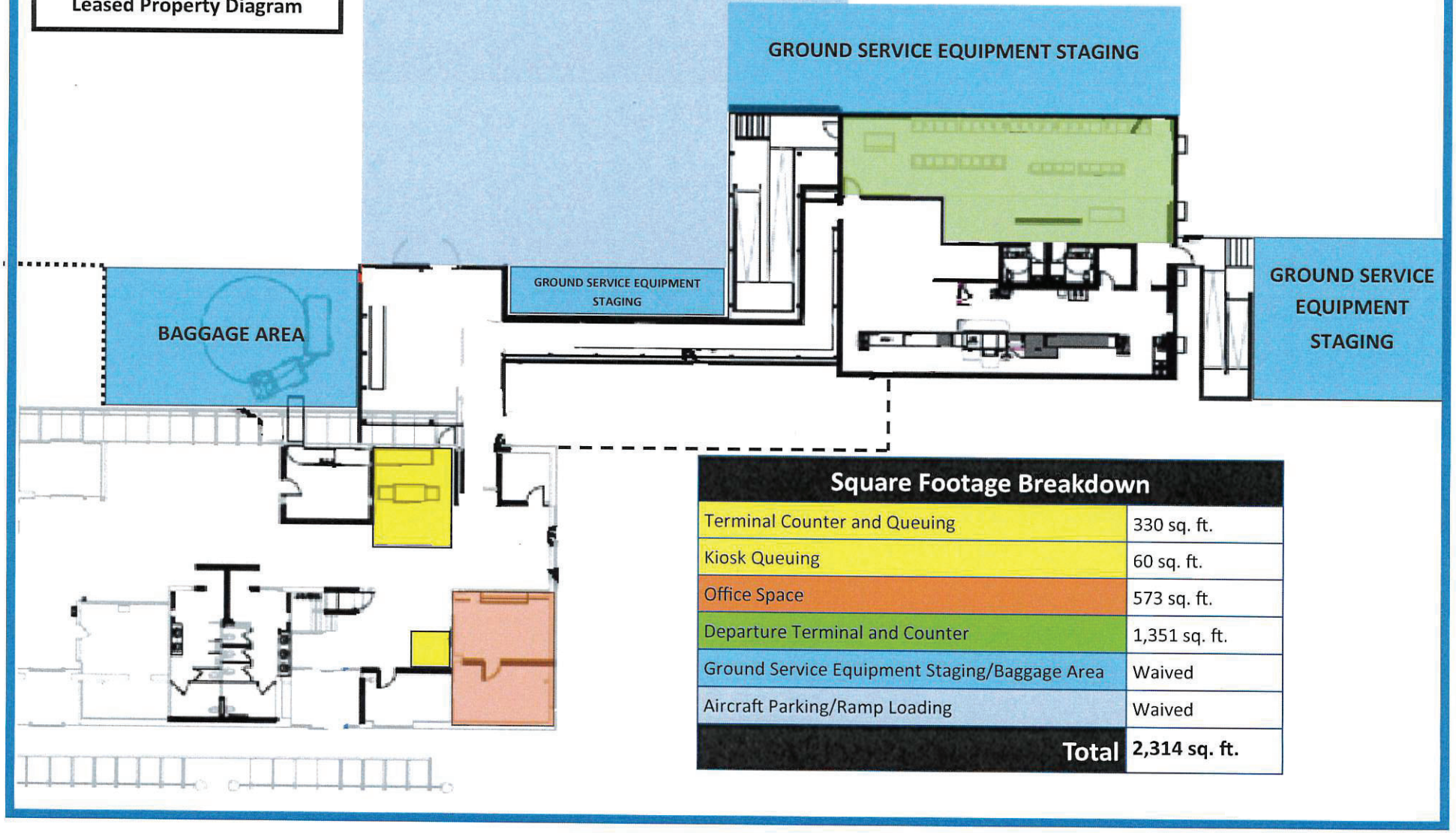
1. Exhibit A (AA Terminal Lease Map)
2. EXHIBIT B (AA Terminal Lease) Revised 4.22.25
3. AA Terminal Use and Lease Agreement v2

Exhibit A

Regional Airport
Stillwater
OKLAHOMA

American Airlines
Leased Property Diagram





Square Footage Breakdown	
Terminal Counter and Queuing	330 sq. ft.
Kiosk Queuing	60 sq. ft.
Office Space	573 sq. ft.
Departure Terminal and Counter	1,351 sq. ft.
Ground Service Equipment Staging/Baggage Area	Waived
Aircraft Parking/Ramp Loading	Waived
Total	**2,314 sq. ft.**

EXHIBIT B

RENTALS AND FEES

Airline agrees to pay to Stillwater and Stillwater agrees to accept from Airline for the use of the premises, facilities, rights, licenses, services and privileges granted hereunder, monthly rentals and fees as detailed herein.

1. LEASED PREMISES.

Stillwater does hereby grant, lease, and rent to American for its use and occupancy 2,314 square feet of preferential use space located at Stillwater Regional Airport, along with additional areas for ground service equipment staging, baggage, and aircraft parking and ramp loading described as follows, and as more particularly set forth in Exhibit A (Leased Property Diagram):

Terminal Counter and Queuing	330 sq. ft.
Kiosk Queuing	60 sq. ft.
Office Space	573 sq. ft.
Departure Terminal and Counter	1,351 sq. ft.
Ground Service Equipment Staging / Baggage Area	*Waived*
Aircraft Parking / Ramp Loading	*Waived*

2. TERMINAL RENTALS.

The current rental rate is Twenty Dollars and Nine Cents per square foot per year ($20.09/sq. ft./year). The terminal rental rate includes gas, water, trash, sewage, electric, Wi-Fi access, and janitorial services in all public areas only. American shall pay to Stillwater as rent for the Leased Premises the annual amount of Forty Six Thousand Four Hundred and Eighty Eight Dollars and Thirty Six Cents ($46,488.36) payable in monthly installments of Three Thousand Eight Hundred Seventy Four Dollars and Three Cents ($3,874.03).

Leased Space	**Sq. Ft. x Rate**	**Annual / Monthly Cost**
Terminal Counter / Queuing /Kiosk Queuing	390 sq. ft. x $20.09 /yr	$7,835.16/ $652.93
Office Space	573 sq. ft. x $20.09 /yr	$11,511.60 / $959.30
Departure Terminal and Counter	1,351 sq. ft. x $20.09 /yr	$27,141.60 / $2,261.80
		$46,488.36/ $3,874.03

3. LANDING FEES.

American shall pay to Stillwater a landing fee of Ninety Cents ($.95) per One Thousand pounds (1,000 lbs.) of maximum gross aircraft weight for all scheduled revenue landings and a landing fee of One Dollar and Thirty Cents ($1.30) per One Thousand pounds (1,000 lbs.) of maximum gross aircraft weight for all non- scheduled revenue or charter landings. American shall pay the landing fee on a monthly basis, based upon aircraft landings for the previous month upon invoice by Stillwater. Non-Revenue, emergency, or return to field landings shall not be included in the calculation of landing fees due. Rates will be reviewed annually with any rate adjustments going into effect July 1 of the respective year.

4. RATE ADJUSTMENTS

~~The rental rate for leased space shall be subject to annual Consumer Price Index (CPI) increases based on the prevailing rate as adopted by the Airport and reflected in its rates and charges schedule. Any rate changes will go into effect July 1 of the respective year.~~

USE AND LEASE AGREEMENT
STILLWATER REGIONAL AIRPORT

THIS USE AND LEASE AGREEMENT ("Lease") is made and entered into this _____ day of _____, 2025, by and between the City of Stillwater, Oklahoma, a municipal corporation, as owner and operator of Stillwater Regional Airport ("Stillwater"), and American Airlines, Inc., a Delaware corporation ("Airline").

RECITALS:

WHEREAS, the City of Stillwater is the owner and operator of a general aviation airport located at 2020-1 West Airport Road, Stillwater, Oklahoma 74075 and commonly known as Stillwater Regional Airport (the "Airport"); and

WHEREAS, Airline is engaged in the business of providing regularly scheduled passenger air service between the Airport and Dallas/Fort Worth International Airport pursuant to an Air Service Agreement; and

WHEREAS, Airline, in connection with its air service operations, desires to lease certain areas at the Airport; and

WHEREAS, Stillwater has the exclusive authority to determine, levy and collect all rentals, fees, and charges incidental to Airline's use of the Airport and its appurtenances.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and for other valuable consideration, the parties agree as follows:

1. PREMISES

Airline shall have the preferential use of 390 square feet of terminal counter space/kiosk queuing area, 573 square feet of office space, and 1351 square feet of departure terminal and counter space, as shown on Exhibit A attached hereto (collectively, the "Preferential Premises"). Airline shall also have the right to use, in common with others duly authorized by Stillwater, the ground service equipment staging areas, baggage area, and aircraft parking / ramp loading area, as shown on Exhibit A (collectively, the "Joint Use Premises"). The Preferential Premises and Joint Use Premises are collectively referred to herein as the "Premises" or "Leased Premises", all of which are located at the Airport.

Airline shall have access to the Premises over the public roads on the Airport and may use said public roads and other areas on the Airport designated by Stillwater as common areas on a nonexclusive basis. Stillwater may, at any time, close or restrict said roadways or common areas to effect construction, repair, alterations or additions to the Airport and may do such other acts in and to said roads and common areas as in Stillwater's judgment may be desirable; provided, however, that such actions shall not unreasonably impede ingress and egress to the Premises.

2. USE

Airline shall use the Premises for the operation of a transportation system by aircraft for the carriage of persons and property, including landing, take offs, parking, loading and unloading of Airline's aircraft.

3. TERM

The term of this Lease shall be for one (1) year, beginning July 1, 2025, and ending July 31, 2026, unless earlier terminated as set forth in this Lease. The parties shall have the option to extend this Lease for one (1) additional one-year term if agreed to in writing by the parties prior to the expiration of the then current term.

4. CONSIDERATION

The consideration that Airline agrees to provide Stillwater for leasing space under this Lease is to:

(A) Provide regularly scheduled air transportation to and from the Airport for the benefit of the citizens of Stillwater.

(B) Pay rentals and fees for the use of the premises, facilities, rights, licenses, services and privileges granted hereunder, according to the terms specified in attached Exhibit B.

Stillwater reserves the right to revise its Passenger Facility Charge, rentals and fees during the term of this Lease in accordance with Exhibit B and FAA guidelines.

5. UTILITIES

Stillwater shall provide all water, sewer, gas, electricity, trash service, janitorial services (in public areas only), and Wi-Fi service to the Premises, the cost of which is included in the terminal rentals, as set forth in Exhibit B. Any other utility services shall be provided by Airline at its sole cost.

6. TAXES AND FEES

Airline agrees to pay all impositions, ordinary and extraordinary, of every kind and nature whatsoever ("Impositions") levied or assessed by any governmental entity upon Airline’s interest in the Premises or any part thereof, or upon any of the equipment used or stored therein by Airline during the term of this Lease, or upon its operations under this Lease. The Impositions shall be paid by the Airline prior to delinquency. Airline covenants and agrees to deliver to Stillwater, at the place where rent is payable, from time-to-time duplicate receipts showing the payments of the Impositions within thirty (30) days after the respective payments evidenced thereby. It is further agreed that Stillwater shall have the right at all times during the term of this Lease to pay any Impositions upon the Premises remaining unpaid after the same shall have become delinquent and to pay, cancel and clear all liens, charges and claims upon or against the Premises which the Airline

is obligated by this Lease to pay and redeem the Premises from the same or any of them from time to time, and the amount so paid, including reasonable expenses, shall be due from the Airline to Stillwater within thirty (30) days of an invoice with five percent (5%) annual rate of interest thereon due to Stillwater until the repayment thereof to Stillwater by the Airline; it being expressly agreed, however (all other provisions of this Lease to the contrary notwithstanding) that the Airline shall not be required to pay, discharge or remove any Impositions or charge upon or against the Premises or any part thereof or the improvements at any time situated thereon so long as the Airline shall in good faith contest the same or the validity thereof by appropriate legal proceedings, which shall operate to prevent the collection of the Impositions so contested and that pending the outcome of any such legal proceedings Stillwater shall not have the right to pay, remove, or discharge the Impositions thereby contested. The Airline shall at all times indemnify and hold Stillwater harmless from any and all claims arising out of nonpayment of the Impositions which the Airline is obligated by this Lease to pay, and shall, if requested by Stillwater, deposit with Stillwater security in amounts and types satisfactory to Stillwater to satisfy all such claims.

7. REPAIR AND MAINTENANCE

Airline agrees it shall keep in a good state of repair and in a clean and orderly condition, except for reasonable wear and tear and damage due to casualty, all and every part of the Preferential Premises; provided, however, Airline shall not be responsible for structural repairs or replacements thereto unless the need for such repairs or replacements arise from the negligence or willful misconduct of Airline, its agents, officers, employees or invitees. Basic janitorial services will be provided to the Preferential Premises by Stillwater as part of the rental fees. The standards of upkeep, maintenance and repairs required of the Airline under this Lease shall not be less than the standards generally followed by Stillwater for similar buildings and premises under Stillwater's control. Any deviation of said minimum standards shall be brought to the attention of the Airline by Stillwater and shall be corrected within thirty (30) days thereafter; however, if such corrections are of the type and nature which cannot be made within thirty (30) days, then this provision shall be deemed to be complied with if Airline commences efforts to make such corrections within thirty (30) days and continues diligently thereafter until such corrections are completed.

Stillwater agrees that it will be responsible for all repairs, maintenance and replacements to the Joint Use Premises (as well as structural repairs and replacements to the Preferential Premises), the need for which is not caused by Airline's negligence or willful misconduct. Airline shall be responsible for any and all damages to the Joint Use Premises caused by the negligence or willful misconduct of Airline, its agents, officers, employees or invitees.

Stillwater shall be responsible for all repairs, maintenance and replacements to the public areas of the Airport around or adjacent to the Premises; provided, however, Airline shall be responsible for any and all damages to the public areas caused by the negligence or willful misconduct of Airline, its agents, officers, employees or invitees.

Airline shall be responsible for any and all damages to the Premises caused by the negligence or willful misconduct of Airline, its agents, officers, employees or invitees.

Airline shall have the right to make improvements on the Preferential Premises, provided all plans and specifications for any such improvements are first submitted in writing to and approved by the Airport Director prior to starting any work on the improvements. Such approval will not be unreasonably withheld, conditioned or delayed. Airline agrees that any improvements made shall immediately become part of the Premises owned by Stillwater, except for trade fixtures that can be easily removed.

8. INSURANCE AND INDEMNIFICATION

Airline shall maintain in full force and effect the forms of insurance set forth in this Section. All such insurance shall be evidenced by certificates of insurance evidencing coverage as required herein.

(A) Aircraft liability and comprehensive form general liability insurance, covering bodily injury, property damage, and contractual liability with a liability limit of not less than $50,000,000 for Airline's operating aircraft, combined single limit per each occurrence for bodily injury and property damage liability in order to assure payment of damage occasioned by Airline's operations or activities into, upon, and leaving any part of the Airport.

(B) Automobile liability insurance in an amount adequate to cover automobile insurance in, around, or at the Airport in an amount not less than $1,000,000 per person and $5,000,000 per occurrence.

(C) Airline shall likewise maintain workers' compensation insurance, covering all its employees who may from time to time be on Airport premises in such capacity. Airline shall require each of its agents, licenses, subcontractors, and suppliers for the Demised Premises to maintain such workers' compensation insurance covering their employees coming on Airport premises in connection with Airline's operations hereunder. Upon request by Stillwater, Airline shall furnish Stillwater with evidence of such workers' compensation insurance in a form acceptable to Stillwater.

(D) If any claim for damages is filed with Airline or if any lawsuit is instituted against Airline, Airline shall give prompt and timely notice thereof to Stillwater, provided that claims and lawsuits subject to such notice are only those that arise out of or are in any way connected with Airline's use of the Premises or Airline's operations or activities in regard to the Airport and that in any way affect or might reasonably affect Stillwater.

Airline shall indemnify and hold Stillwater, its councilors, officers, employees and agents harmless from any and all claims, demands, debts, liabilities, damages (including, but not limited to, reasonable attorney's fees and expenses) and causes of action of every kind (excluding environmental matters, which shall be governed by Section 10 hereof) arising by reason of any death, injury or damage to any person or persons, or damage or destruction of property, or loss of use thereof, whether it be to the person or property of either party, its agents, employees, invitees, or contractors, or to any other person, to the extent arising directly or indirectly from any act or omission of Airline, its officers, employees and agents in connection with Airline's use or occupancy of the Premises.

Airline shall not be liable for any claims, demands, debts, liabilities, causes of action, injuries, death, damage, or loss to the extent same is caused by the fault or negligence of Stillwater, its Councilors, officers, agents or employees. Stillwater shall give Airline reasonable notice of any such claims or actions.

9. DAMAGE BY FIRE AND OTHER CAUSES

In the event the Premises are wholly or partially destroyed or damaged by fire or other casualty so as to render the whole or a substantial part thereof unfit for occupancy, and the same cannot be repaired with reasonable diligence within one hundred eighty (180) days after the happening of such destruction or damage, then this Lease, at the option of the Airline shall cease and terminate as of the date of such destruction or damage. Upon such termination, the Airline shall surrender possession of the Premises to Stillwater. If such destruction or damage can be repaired within one hundred eighty (180) days after the happening of such destruction or damage, Stillwater shall forthwith repair the same with all reasonable diligence, and at its own expense (except to the extent such damage was caused by the negligence or actions of the Airline, its employees, and/or agents, in which case the Airline shall be responsible for the cost of such repairs to the Premises attributable to the negligence or actions of the Airline, its employees, and/or agents) and this Lease shall continue in full force and effect. In the event Airline does not terminate this Lease as provided in this Section 8, any fees and charges payable hereunder with respect to the portion of the Premises rendered untenantable by the casualty shall be paid up to the time of such damage and shall thereafter be abated until such time as the untenantable portion of the Premises shall be repaired. To the extent available, Stillwater shall provide Airline with alternate facilities to continue its operations while repairs are being completed, at a rate not to exceed that provided herein for space comparable to that portion of the Premises that was rendered untenantable.

10. RULES, REGULATIONS, AND ORDINANCES

During the term of this Lease, Airline agrees to abide by all applicable laws, ordinances, rules and regulations established by the Federal Aviation Administration or its successors, the United States of America, the Transportation Security Administration, and the State of Oklahoma, including all amendments thereto ("Regulations") presently in force or that may be enacted during the term of this Lease. The Regulations are hereby incorporated into this Lease. The occupancy and use by Airline of the Premises and the rights herein conferred upon Airline shall be subject to valid rules and regulations as are now or may hereafter be prescribed by Stillwater to the lawful exercise of its powers; provided, however, that no such rule or regulation shall be of such nature as to interfere with or cause any derogation or infringement with or upon the rights or privileges herein in this Lease granted to Airline. Airline shall keep all equipment necessary in the conduct of its operations in good and safe operating condition, meeting all insurance codes; and secure all licenses and permits required for the operation of its business, operations and equipment. Airline shall provide Stillwater, upon request, copies of all licenses and permits required for conduct of its operations at the Airport.

11. COMPLIANCE WITH ENVIRONMENTAL LAW

Airline shall, at Airline's own expense, comply with all applicable present and hereinafter enacted Federal, State or local environmental laws, statutes, regulations or ordinances (any amendments thereto) which may affect Airline's operations upon the Premises during the term of this Lease (or any extension thereto).

Except for goods or materials used, stored, transported or sold by Airline in the ordinary course of business and Airline 's use of the Premises as permitted in this Lease in compliance with applicable laws and regulations, no goods, merchandise or material shall be kept, stored or sold in or on the Premises which are explosive or hazardous; and no offensive or dangerous trade, business or occupation shall be carried on therein or thereon except for those moving in transport or necessary to the conduct of Airline's operation which are in compliance with all applicable regulations governing the transportation and storage of such materials. Nothing shall be done on the Premises, other than as provided for in this Lease, which materially increases the rate of or suspends the insurance held by Stillwater upon said Premises or upon structures of Stillwater at the Airport. If Airline causes any hazardous or toxic material s or substance to be spilled or placed at any time in, under or about the Premises in quantities which either: (I) exceed permissible levels as defined by any applicable governmental rule, order, statute, regulation or other governmental requirement, as then in effect; or (2) pose a threat to the health and or safety of any employee, customer and/or invitee of either Stillwater or Airline, in violation of applicable governmental rule, order, statute, regulation or other governmental requirement, as then in effect, as reasonably determined by Stillwater, Airline shall at Airline's expense, properly remove and dispose of or otherwise remedy, as the case may require, the same, in accordance with applicable governmental rule, order, statute, regulation or other governmental requirement. If more than one such governmental requirement shall apply, Airline shall comply with the most stringent of such requirements.

Airline also specifically warrants that it shall promptly notify Stillwater of (a) any correspondence or communication from any governmental entity regarding the violation of environmental laws by Airline (i) related to the Premises in question, or (ii) resulting from Airline's operations upon the Premises, and (b) any change in Airline's operation upon the Premises that would increase Airline's or Stillwater's obligations and/or liabilities under any environmental laws, statutes, regulations or ordinances (and any amendments thereto).

In addition, Airline covenants and agrees to indemnify and hold harmless Stillwater, its officers, employees, agents, successors and assigns from and against any and all loss, damage and expense (including, but not limited to, reasonable investigation, legal fees and expenses) including, but not limited to, any claim or action for injury, liability, or damage to persons or property, or any and all claims or actions brought by any person, firm, governmental body or other entity, resulting or arising from contamination of or adverse effects upon the environment, or violation of any applicable environmental law or other statute or ordinance, rule, regulation, judgment or order of any governmental or judicial entity, as a result of Airline’s activity or operation on the Premises during the term of this Lease. Airline's obligations and liabilities under this paragraph shall continue for so long as Stillwater bears any potential liability or responsibility under any applicable environmental laws for any action by Airline that occurred on the Premises during the term of this Lease.

Stillwater, upon providing Airline prior written notice and reasonable opportunity to cure, shall have the right to take such actions as are reasonably necessary under applicable law to remedy actions of Airline upon the Premises which a are in violation of applicable environmental laws, statutes, ordinances or regulations.

12. SIGNS

Airline shall have the right to install signs on the Premises. Signage shall be in compliance with the Regulations and subject to the prior approval of the Airport Director, which approval shall not be unreasonably withheld, conditioned or delayed.

13. NONDISCRIMINATION

Airline, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree:

(A) No person shall be excluded from participation in regard to the services to be performed hereunder, denied the benefits of these services, or be otherwise subjected to discrimination on the basis of race, color, national origin, disability, religion, ancestry, age, sex, marital status, military status or unfavorable discharge from military status;

(B) no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the furnishing of services hereunder, on the basis of race, color or national origin, disability, religion, ancestry, age, sex, marital status, military status or unfavorable discharge from military status;

(C) Airline shall use the Premises in compliance with all other applicable requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964 § 601 (42 U.S.C. § 2000d), Title V of the Rehabilitation Act § 504 (29 U.S.C. § 794), the Regulations of the Office of the Secretary of Transportation (49 C.F.R. Part 21 and 49 C.F.R. Part 27), the Americans With Disabilities Act, Oklahoma State law, as well as any and all other applicable statute or regulation, whether State or Federal, as now exists or as subsequently amended).

Noncompliance with subparagraphs (A)-(C) above shall constitute a material breach of this Lease, and in the event of such noncompliance, Stillwater shall have the right to terminate this Lease without liability therefore, and either Stillwater or the United States, or the State of Oklahoma shall have the right to judicially enforce subparagraphs (A)-(C).

14. NON-EXCLUSIVE RIGHTS

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e), and no greater rights or privileges with respect to the use of the Premises or any part thereof are granted or intended to be granted to the Airline by this Lease, or by any provision hereof, than the rights and privileges expressly and specifically granted herein.

15. EVENTS OF DEFAULT AND TERMINATION

Each of the following shall constitute a default of Airline ("Default"):

(i) Airline's failure to pay fees or any other amount due hereunder on the date it is due, which failure continues for ten (10) days after receipt of written notice from Stillwater;
(ii) Airline's failure to perform or observe any other obligation imposed hereunder after a period of thirty (30) days after Airline receives written notice from Stillwater setting forth in reasonable detail the nature and extent of the failure; provided, however, when fulfillment of an obligation requires more than thirty (30) days, and Airline is diligently making good faith efforts to fulfill such obligation, the thirty (30) day period will be extended to up to ninety (90) days, or for such period as the parties may agree in writing;
(iii) Airline's abandoning or vacating the Premises;
(iv) Any proceedings under the United States Bankruptcy Code or any amendment thereto shall be commenced by or against Airline and, if against Airline, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan for reorganization;
(v) Airline is adjudged insolvent or makes an assignment for the benefit of its creditors;
(vi) If a receiver is appointed in any proceeding or action to which Airline is a party, with Stillwater to take possession or control of the Premises or the business conducted thereon by Airline, and such receiver is not discharged within a period of sixty (60) days after his appointment; or
(vii) Airline makes any assignment prohibited by the provisions of this Lease.

Upon such an event of Default, Stillwater may, without notice of entry or other action of Stillwater, terminate this Lease and all rights of Airline in and to the Premises and also the rights of any and all persons claiming under Airline.

Stillwater, in addition to the remedies given in this Lease or under law, may do any one or more of the following if Airline commits a Default under this Section 14:

(i) Terminate this Lease, and Airline shall then peaceably surrender the Premises to Stillwater; and
(ii) Enter and take possession of the Premises either with or without process of law and remove Airline, with or without having ended this Lease.

In the event of Default by Airline, Airline waives claims for damages by reason of Stillwater's re-entry or repossession by reason of any legal process. Upon an event of Default by Airline, Stillwater may take possession of the Premises without any liability on the part of Stillwater.

If, because of Airline Default, Stillwater terminates this Lease or Airline's right to possess the Premises, Stillwater may hold Airline liable for rent and additional charges accruing to the date the Lease terminates.

In the event of Airline Default, Airline shall be liable for and shall pay and hold Stillwater harmless from all reasonable costs, expenses and attorneys' fees incurred by Stillwater on account of Airline's Default, which sums shall become due and payable immediately upon written demand. Such costs and expenses shall include but not be limited to the cost of removing and storing Airline's property and the cost of repairs, alterations and remodeling necessary to put the Premises in the condition existing immediately following possession by Airline, reasonable wear and tear and damage not due to the actions or fault of the Airline excepted.

Each of the following shall constitute a default of Stillwater:

(i) Stillwater's failure to perform or observe any obligation imposed hereunder after a period of thirty (30) days after Stillwater receives written notice from Airline setting forth in reasonable detail the nature and extent of the failure; provided however, when fulfillment of an obligation requires more than thirty (30) days, and Stillwater is diligently making good faith efforts to fulfill such obligation, the thirty (30) day period will be extended to up to ninety (90) days, or for such period as the parties may agree in writing;

(ii) The inability of the Airline to use the Premises for a period in excess of sixty (60) days due to any deficiency of the Airport or unsafe condition for operating the Airport.

Upon such an event of default by Stillwater, Airline may pursue any and all rights and remedies available at law or in equity, including terminate this Lease.

Notwithstanding the foregoing or anything else to the contrary contained herein, each of Airline and Stillwater may terminate this Lease by giving written notice to the other party at least thirty (30) days prior to termination.

16. COST OF LITIGATION

Airline covenants and agrees that in case Stillwater shall, without fault on its part, be made a party to any litigation commenced by or against the Airline, or in case Stillwater shall incur any costs or attorneys' fees in the enforcement of the covenants and agreements of Airline under this Lease, then the Airline shall pay all costs and reasonable attorneys' fees which may be incurred by Stillwater in defending such litigation or in enforcing the covenants and agreements of this Lease.

17. ASSIGNMENT AND SUBLEASE

Airline agrees that it will not sublet, transfer or assign this Lease, or any part thereof, or any rights under this Lease, without the prior written consent of Stillwater, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment of this Lease or any rights of Airline hereunder, without Stillwater’s prior written consent, shall be null and void. Notwithstanding the foregoing, Airline may assign this Lease (without the need for Stillwater's consent) to any corporation with which Airline may merge or consolidate, or to which Airline may sell or assign all or substantially all of its corporate assets, or to a wholly owned subsidiary or

affiliate, but due notice of any such assignment shall be given to the Airport Director within sixty (60) days after such assignment hereunder.

Stillwater's written consent to assignment and Airline's assignment without Stillwater consent authorized herein shall not release Airline of Airline's obligations or alter the primary liability of the Airline to pay any amounts due and to perform all other obligations to be performed by Airline hereunder. The acceptance of rent by Stillwater from any other person or entity other than Airline shall not be deemed to be a waiver by Stillwater of any provision hereof. Consent to one assignment shall not be deemed consent to any subsequent assignment.

18. NATIONAL EMERGENCY

This Lease and all the provisions hereof shall be subject to whatever right the U.S. Government now has, or in the future may have or acquire, affecting the control, operation, regulation, and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during time of war or national emergency.

19. F.A.A. AND AIRPORT INSTRUMENTS

The Federal Aviation Administration and Stillwater are hereby granted the right and privilege by the Airline to place on and around the Premises, without cost to the Airline, whatever instruments and equipment they desire during the term of this Lease, so long as said instruments and equipment do not interfere with the intended use of the Premises by the Airline.

20. AERIAL APPROACH

Stillwater reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the Airline from erecting or permitting to be erected any building or other structure on the Airport which, in the opinion of Stillwater, would limit the usefulness of the Airport or constitute a hazard to aircraft.

21. AIRPORT DEVELOPMENT

Stillwater reserves the right to take any action it considers necessary to further develop the Airport, including reducing the size of any leased premises; provided, however, Stillwater shall use best efforts to exercise such right in a manner that does not materially impair Airline’s ability to operate its air transportation business at the Airport, and further provided, however, that if the Leased Premises is reduced in such a manner that Airline can no longer effectively operate its air transportation business at the Airport, in Airline’s sole discretion, Airline shall be permitted to terminate this Lease upon thirty (30) days’ written notice.

22. SUBORDINATION

This Lease shall be subordinate to the provisions of any existing or future leases or grant agreements between Stillwater and the United States of America relative to the operation and

maintenance of the Airport, the execution of which has been or may be required as condition precedent to the expenditure of Federal funds for the development of the Airport.

23. SERVICES

Stillwater shall have no responsibility or liability to furnish any services to Airline other than those specified in this Lease, but Airline may negotiate with Stillwater for any additional service it may request and shall pay for such additional services the consideration so negotiated.

24. HOLDING OVER

If Airline remains in possession of the Premises after the expiration of this Lease without any written renewal thereof, such holding over shall not be deemed as a renewal or extension of this Lease but shall create only a tenancy from month to month that may be terminated at any time by either party upon thirty (30) days' written notice. Such holding over shall otherwise be upon the same terms and conditions as set forth in this Lease.

25. AUTHORITY OF AIRPORT DIRECTOR

All rights and obligations of Stillwater under this Lease may be exercised by the Airport Director or designee, unless specifically provided otherwise or required by law.

26. LICENSES, FEES, AND PERMITS

Airline shall obtain and pay for all licenses, fees, permits, or other authorizations or charges as required under federal, State, or local laws and regulations insofar as they are necessary for Airline to comply with the requirements of this Lease and the privileges extended hereunder.

27. NOTICE

All notices, consents, demands, approvals, and requests which are required or permitted to be given by either party to the other pursuant to any provision of this Lease shall be in writing and delivered personally (including delivery by a regular messenger or courier service), by overnight express delivery, by mail or by telefax. Mailed notices shall be sent by United States Certified or Registered Mail, return receipt requested, postage prepaid and shall be deemed delivered two (2) business days after posting. Personally delivered notices and notices delivered by overnight delivery shall be deemed delivered at the time of actual delivery or at the time of attempted delivery (as attested in writing by the person attempting delivery) in the event the intended recipient refuses to accept delivery and telefaxes shall be deemed delivered upon confirmation of sending. The notice addresses of the parties are as follows:

If to City of Stillwater:
Stillwater Regional Airport
ATTN: Airport Director
3304 N. Airport Industrial Access Road
Stillwater, OK 74075

If to American Airlines:
American Airlines
ATTN: VP Corporate Real Estate
1 Skyview Drive, MD 8E101
Ft. Worth, TX 76155

and

City of Stillwater
ATTN: City Manager
723 S. Lewis St.
Stillwater, OK 74076

Any party may change its notice address from time to time upon written notice to the other party.

28. AMENDMENTS

All amendments to this Lease must be made in writing and signed by the parties and no oral amendments shall be of any force or effect whatsoever.

29. CONDEMNATION

If all the Premises shall be taken under the right of eminent domain by any public authority having the right to condemnation, or if a portion of the Premises is so condemned as will prevent the practical use of the Premises for the Airline's purposes, or if by any reason of the taking by eminent domain of portions of the Premises Airline's operation incidental thereto shall be materially impaired, this Lease and all obligations hereunder shall terminate on the date title vests pursuant to such proceedings. Amounts due hereunder shall be paid only to the date of such taking. Any award for the land constituting the Premises shall belong to Stillwater. Airline shall be entitled to claim for and receive any allowance made for the Airline improvements on the Premises. Airline agrees not to make any claim against Stillwater or Stillwater's award for the value of Airline's unexpired term.

30. INSPECTION

During the term of this Lease, Stillwater shall have the right, upon prior notice to Airline, to inspect the Premises either by its Commissioners, designated employees, or agents at any reasonable time.

31. SEVERABILITY

If any provision of this Lease shall be adjudged invalid, such adjudication shall apply only to the provision so adjudged, and the remaining provisions of this Lease shall be and remain valid and effective.

32. WAIVER

One or more waivers of any covenant or condition by Stillwater shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Stillwater to or of any act by Airline requiring Stillwater's consent or approval shall not be deemed to render unnecessary Stillwater's consent or approval to or of any subsequent similar act by irline.

No breach of a covenant or condition of this Lease shall be deemed to have been waived by Stillwater unless the waiver is in writing by Stillwater.

33. ENTIRE LEASE

This Lease and the exhibits attached to this Lease set forth all the covenants, promises, agreements, conditions and understandings between Stillwater and Airline concerning the Premises. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between Stillwater and Airline other than which are set forth in this Lease. No alteration, amendment, change or addition to this Lease shall be binding upon Stillwater or Airline unless reduced to writing and signed by each party.

34. HEADINGS

The headings contained in this Lease are inserted only as a matter of convenience and they in no way define, limit or describe the scope or intent of any provision of this Lease, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction hereof.

35. GOVERNING LAW

This Lease shall be subject to and construed under the laws of the State of Oklahoma, even if executed in some other state. Venue shall be in the state or federal courts serving Payne County, Stillwater, Oklahoma.

IN WITNESS WHEREOF, Stillwater has caused this Lease to be executed in its name by proper officers, pursuant to the authority duly granted to them by Stillwater Regional Airport and American Airlines has caused this Lease to be executed in its name by its proper officers, all as of the date first above written.

AMERICAN AIRLINES, INC.

Reshma Soni

Name: Reshma Soni
Title: MD Airport Affairs and Properties

(Seal)

Secretary

CITY OF STILLWATER, OKLAHOMA
a Municipal Corporation

_____

Brady Moore, City Manager

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 7, 2025

Agenda Item:	3.h. CC-25-100
Previous/Related Action:	
Background/Issue:	• Stonewall Ranch, LLC. owns property on South Sangre Road just outside of the city limits and is currently constructing a new subdivision to be known as Stonewall Ranch. • This request is for acceptance of two waterline easements and an electric easement that will provide access to the City to serve the new subdivision. • The first waterline easement consists of 13,112 square feet (0.3 acres) more or less. The second waterline easement consists of 50,198 square feet (1.15 acres) more or less. The electric easement consists of 41,986 square feet (0.96 acres) more or less.
Proposal/Solution:	Staff recommends acceptance of the two waterline easements and the electric easement.
Financial Source/Impact:	There is no additional financial impact from the acceptance of these easements.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the waterline and electric easements and authorize the Mayor to execute the easement documents.
Prepared By:	David Barth, Director of Development Services
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Esmt Stonewall WL Easement _ 15ft W Bndry
2. Esmt Stonewall WL Easement
3. Esmt Stonewall Elec Easement with Exhibit Rev 07.03.2025

WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Stonewall Ranch LLC, an Oklahoma Limited Liability Company, certifies that it owns and possesses all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4), SECTION THIRTY-THREE (33),TOWNSHIP NINETEEN NORTH (T-19-N), RANGE TWO EAST (R-2-E), INDIAN MERIDIAN (I.M.), PAYNE COUNTY, OKLAHOMA; THE IDENTICAL TRACT OF LAND DESCRIBED IN PAYNE COUNTY CLERK'S DEED RECORDS, BOOK 2647, PAGE 469; AND MORE PARTICULARLY DESCRIBED [3-07-2023 LS1588 NAD83(2011) OK-N US-FT] AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SW/4 NW/4; THENCE N00°40'35"W ALONG THE WEST LINE OF SAID SW/4 NW/4 A DISTANCE OF 464.42 FEET (THE RECORD DISTANCE IS 464.97 FEET) TO A FOUND 3/8-INCH IRON PIN FOR THE POINT OF BEGINNING; THENCE CONTINUING N00°40'35"W ALONG THE WEST LINE OF SAID SW/4 NW/4 A DISTANCE OF 863.98 FEET TO A FOUND 3/8-INCH IRON PIN FOR THE NORTHWEST CORNER OF SAID SW/4 NW/4; THENCE N89°54'30"E ALONG THE NORTH LINE OF SAID SW/4 NW/4 A DISTANCE OF 1314.80 FEET TO A FOUND 3/8-INCH IRON PIN FOR THE NORTHEAST CORNER OF SAID SW/4 NW/4; THENCE S00°42'18"E ALONG THE EAST LINE OF SAID SW/4 NW/4 A DISTANCE OF 1162.80 FEET TO A FOUND 3/8-INCH IRON PIN AT THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN PAYNE COUNTY CLERK'S DEED RECORDS, BOOK 982, PAGE 74; THENCE S89°46'00"W ALONG THE NORTH LINE OF SAID TRACT A DISTANCE OF 865.33 FEET TO A FOUND 3/8-INCH IRON PIN (THE RECORD DISTANCE IS 865.1 FEET); THENCE N54°26'45"W ALONG THE NORTH LINE OF SAID TRACT A DISTANCE OF 516.97 FEET TO A FOUND 3/8-INCH IRON PIN (THE RECORD DISTANCE IS 517.1 FEET); THENCE S89°19'25"W (THE RECORD BEARING IS PARALLEL TO SOUTH LINE OF SAID SW/4 NW/4) A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 33.48 ACRES OF LAND, MORE OR LESS; SUBJECT TO ALL LEGAL RIGHTS AND INTERESTS.

and further that the undersigned, in consideration of the sum of One Dollar ($1.00), in hand paid and other good and valuable consideration, for them, their heirs, successors, executors, administrators, and assigns do hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, an easement for the installation, operation and maintenance of water lines through, over, under, and across the portions of the above-described property dedicated on said recorded plat or instrument, for the purpose heretofore stated as follows:

THE EAST FIFTEEN (15) FEET OF THE WEST FIFTYFIVE (55) FEET OF THE ABOVE MENTIONED TRACT.

Said easement contains 13,112 square feet or 0.30 acres more or less and is subject to all recorded easements and rights of way thereof.

with the right of ingress and egress to and from same, for the purpose of permitting Stillwater to construct and maintain utilities through, over, under, and across said property, together with all necessary and convenient appurtenances on the premises; and to use and maintain the same and of affording, its officers, agents, employees, and all persons under contract with it, the right to enter upon the premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying and maintaining said utilities, and for the further purpose of enabling Stillwater to do any and all convenient things incident to the construction, operation, repairing, and maintaining of said utilities.

Except as herein granted, the grantors shall continue to have the full use and enjoyment of the properties herein granted or described for appropriate purposes. At no time shall the grantors commit a use, occupation or enjoyment thereof that might cause a hazardous condition and no building, structure or obstruction shall be located or constructed on said easement by the grantors, their successors or assigns, nor shall the grantors allow said easement to be encumbered in any way so that the City of Stillwater shall not be afforded access to said water line(s) at any and all times.

Stonewall Ranch, LLC

BY: Devin Wanzor, Manager

STATE OF OKLAHOMA)
) ss.
COUNTY OF ~~PAYNE~~ PAWNEE)

Before me, a Notary Public in and for said County and State on this 9 day of June, 2025, personally appeared, Devin Wanzor, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of such LLC, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

NOTARY PUBLIC

My Commission Expires: 11/21/26
My Commission Number: 22015647
(SEAL)

KATELYNN PURDY
NOTARY PUBLIC
STATE OF OKLAHOMA
PAWNEE COUNTY
NOTARY ID# 22015647
EXP. 11-21-26

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this_____ day of _____, 2025, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered electric line easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

_____
WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

_____
TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this_____ day of _____, 2025.

_____
KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Stonewall Ranch LLC, an Oklahoma Limited Liability Company, certifies that it owns and possesses all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4), SECTION THIRTY-THREE (33),TOWNSHIP NINETEEN NORTH (T-19-N), RANGE TWO EAST (R-2-E), INDIAN MERIDIAN (I.M.), PAYNE COUNTY, OKLAHOMA; THE IDENTICAL TRACT OF LAND DESCRIBED IN PAYNE COUNTY CLERK'S DEED RECORDS, BOOK 2647, PAGE 469; AND MORE PARTICULARLY DESCRIBED [3-07-2023 LS1588 NAD83(2011) OK-N US-FT] AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SW/4 NW/4; THENCE N00°40'35"W ALONG THE WEST LINE OF SAID SW/4 NW/4 A DISTANCE OF 464.42 FEET (THE RECORD DISTANCE IS 464.97 FEET) TO A FOUND 3/8-INCH IRON PIN FOR THE POINT OF BEGINNING; THENCE CONTINUING N00°40'35"W ALONG THE WEST LINE OF SAID SW/4 NW/4 A DISTANCE OF 863.98 FEET TO A FOUND 3/8-INCH IRON PIN FOR THE NORTHWEST CORNER OF SAID SW/4 NW/4; THENCE N89°54'30"E ALONG THE NORTH LINE OF SAID SW/4 NW/4 A DISTANCE OF 1314.80 FEET TO A FOUND 3/8-INCH IRON PIN FOR THE NORTHEAST CORNER OF SAID SW/4 NW/4; THENCE S00°42'18"E ALONG THE EAST LINE OF SAID SW/4 NW/4 A DISTANCE OF 1162.80 FEET TO A FOUND 3/8-INCH IRON PIN AT THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN PAYNE COUNTY CLERK'S DEED RECORDS, BOOK 982, PAGE 74; THENCE S89°46'00"W ALONG THE NORTH LINE OF SAID TRACT A DISTANCE OF 865.33 FEET TO A FOUND 3/8-INCH IRON PIN (THE RECORD DISTANCE IS 865.1 FEET); THENCE N54°26'45"W ALONG THE NORTH LINE OF SAID TRACT A DISTANCE OF 516.97 FEET TO A FOUND 3/8-INCH IRON PIN (THE RECORD DISTANCE IS 517.1 FEET); THENCE S89°19'25"W (THE RECORD BEARING IS PARALLEL TO SOUTH LINE OF SAID SW/4 NW/4) A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 33.48 ACRES OF LAND, MORE OR LESS; SUBJECT TO ALL LEGAL RIGHTS AND INTERESTS.

and further that the undersigned, in consideration of the sum of One Dollar ($1.00), in hand paid and other good and valuable consideration, for them, their heirs, successors, executors, administrators, and assigns do hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, an easement for the installation, operation and maintenance of water lines through, over, under, and across the portions of the above-described property dedicated on said recorded plat or instrument, for the purpose heretofore stated as follows:

BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4), SECTION THIRTY-THREE (33),TOWNSHIP NINETEEN NORTH (T-19-N), RANGE TWO EAST (R-2-E), INDIAN MERIDIAN (I.M.), PAYNE COUNTY,OKLAHOMA; THE IDENTICAL TRACT OF LAND DESCRIBED IN PAYNE COUNTY CLERK'S DEED RECORDS, BOOK 2647, PAGE469; AND MORE PARTICULARLY DESCRIBED [3-07-2023 LS1588 NAD83(2011) OK-N US-FT] AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NW/4; THENCE, N00°40'35"W ALONG THE WEST LINE OF SAID SW/4 NW/4 A DISTANCE OF 986.60 FEET;

THENCE, N89°19'25"E A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;

THENCE, N89°19'25"E A DISTANCE OF 43.86 FEET;

THENCE, N44°19'25"E A DISTANCE OF 26.19 FEET;

THENCE, N89°19'25"E A DISTANCE OF 12.28 FEET;

THENCE, NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A DELTA OF 16.93°, A RADIUS OF 335.00 FEET, A CHORD BEARING OF N80°51'33"E, AND A CHORD DISTANCE OF 98.62 FEET FOR AN ARC LENGTH OF 98.98 FEET;

THENCE, SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 40.96°, A RADIUS OF 265.00 FEET, A CHORD BEARING OF S87°07'33"E, AND A CHORD DISTANCE OF 185.43 FEET FOR AN ARC LENGTH OF 189.44 FEET;

THENCE, NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A DELTA OF 48.06°, A RADIUS OF 335.00 FEET, A CHORD BEARING OF N89°19'25"E, AND A CHORD DISTANCE OF 272.83 FEET FOR AN ARC LENGTH OF 281.00 FEET;

THENCE, SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 53.69°, A RADIUS OF 265.00 FEET, A CHORD BEARING OF S87°51'43"E, AND A CHORD DISTANCE OF 239.33 FEET FOR AN ARC LENGTH OF 248.32 FEET;

THENCE, SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 60.34°, A RADIUS OF 65.00 FEET, A CHORD BEARING OF S30°50'49"E, AND A CHORD DISTANCE OF 65.33 FEET FOR AN ARC LENGTH OF 68.45 FEET;

THENCE, S00°40'35"E A DISTANCE OF 87.55 FEET;

THENCE, S44°19'25"W A DISTANCE OF 23.14 FEET;

THENCE, SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A DELTA OF 66.74°, A RADIUS OF 72.00 FEET, A CHORD BEARING OF S44°26'53"W, AND A CHORD DISTANCE OF 79.20 FEET FOR AN ARC LENGTH OF 83.86 FEET;

THENCE, S89°19'25"W A DISTANCE OF 829.51 FEET;

THENCE, S00°40'35"E A DISTANCE OF 15.00 FEET;

THENCE, N89°19'25"E A DISTANCE OF 850.00 FEET;

THENCE, NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 87.44°, A RADIUS OF 50.00 FEET, A CHORD BEARING OF N42°39'52"E, AND A CHORD DISTANCE OF 69.11 FEET FOR AN ARC LENGTH OF 76.31 FEET;

THENCE, NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A DELTA OF 87.06°, A RADIUS OF 28.00 FEET, A CHORD BEARING OF N42°51'14"E, AND A CHORD DISTANCE OF 38.57 FEET FOR AN ARC LENGTH OF 42.55 FEET;

THENCE, N00°40'35"W A DISTANCE OF 96.57 FEET;

THENCE, NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A DELTA OF 60.34°, A RADIUS OF 87.00 FEET, A CHORD BEARING OF N30°50'49"W, AND A CHORD DISTANCE OF 87.45 FEET FOR AN ARC LENGTH OF 91.62 FEET;
THENCE, NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A DELTA OF 4.96°, A RADIUS OF 287.00 FEET, A CHORD BEARING OF N63°29'44"W, AND A CHORD DISTANCE OF 24.82 FEET FOR AN ARC LENGTH OF 24.83 FEET;
THENCE, N24°01'35"E A DISTANCE OF 48.00 FEET;
THENCE, N00°40'35"W A DISTANCE OF 223.75 FEET;
THENCE, N89°54'56"E A DISTANCE OF 76.66 FEET;
THENCE, N44°54'56"E A DISTANCE OF 14.14 FEET;
THENCE, N89°54'56"E A DISTANCE OF 309.94 FEET;
THENCE, N00°41'49"W A DISTANCE OF 15.00 FEET;
THENCE, S89°54'56"W A DISTANCE OF 411.70 FEET;
THENCE, S00°40'35"E A DISTANCE OF 242.45 FEET;
THENCE, S24°01'35"W A DISTANCE OF 48.07 FEET;
THENCE, SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A DELTA OF 45.47°, A RADIUS OF 287.00 FEET, A CHORD BEARING OF S88°01'46"W, AND A CHORD DISTANCE OF 221.84 FEET FOR AN ARC LENGTH OF 227.77 FEET;
THENCE, SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 48.06°, A RADIUS OF 313.00 FEET, A CHORD BEARING OF S89°19'25"W, AND A CHORD DISTANCE OF 254.92 FEET FOR AN ARC LENGTH OF 262.54 FEET;
THENCE, NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A DELTA OF 40.96°, A RADIUS OF 287.00 FEET, A CHORD BEARING OF N87°07'33"W, AND A CHORD DISTANCE OF 200.83 FEET FOR AN ARC LENGTH OF 205.17 FEET;
THENCE, SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 16.93°, A RADIUS OF 313.00 FEET, A CHORD BEARING OF S80°51'33"W, AND A CHORD DISTANCE OF 92.14 FEET FOR AN ARC LENGTH OF 92.48 FEET;
THENCE, S89°19'25"W A DISTANCE OF 21.39 FEET;
THENCE, S44°19'25"W A DISTANCE OF 26.18 FEET;
THENCE, S89°19'25"W A DISTANCE OF 34.75 FEET;
THENCE, S00°40'35"E A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING.

Said easement contains 50,198 square feet or 1.15 acres more or less and is subject to all recorded easements and rights of way thereof.

with the right of ingress and egress to and from same, for the purpose of permitting Stillwater to construct and maintain utilities through, over, under, and across said property, together with all necessary and convenient appurtenances on the premises; and to use and maintain the same and of affording, its officers, agents, employees, and all persons under contract with it, the right to enter upon the premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying and maintaining said utilities, and for the further purpose of enabling Stillwater to do any and all convenient things incident to the construction, operation, repairing, and maintaining of said utilities.

Except as herein granted, the grantors shall continue to have the full use and enjoyment of the properties herein granted or described for appropriate purposes. At no time shall the grantors commit a use, occupation or enjoyment thereof that might cause a hazardous condition and no building, structure or obstruction shall be located or constructed on said easement by the grantors, their successors or assigns, nor shall the grantors allow said easement to be encumbered in any way so that the City of Stillwater shall not be afforded access to said water line(s) at any and all times.

Stonewall Ranch, LLC

BY: Devin Wanzor, Manager

STATE OF OKLAHOMA)
) ss.
COUNTY OF ~~PAYNE~~ PAWNEE)

Before me, a Notary Public in and for said County and State on this 9 day of June, 2025, personally appeared, Devin Wanzor, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of such LLC, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

NOTARY PUBLIC

My Commission Expires: 11/21/26
My Commission Number: 22015647
(SEAL)

KATELYNN PURDY
NOTARY PUBLIC
STATE OF OKLAHOMA
PAWNEE COUNTY
NOTARY ID# 22015647
EXP. 11-21-26

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this_____ day of _____, 2025, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered electric line easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

_____
WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

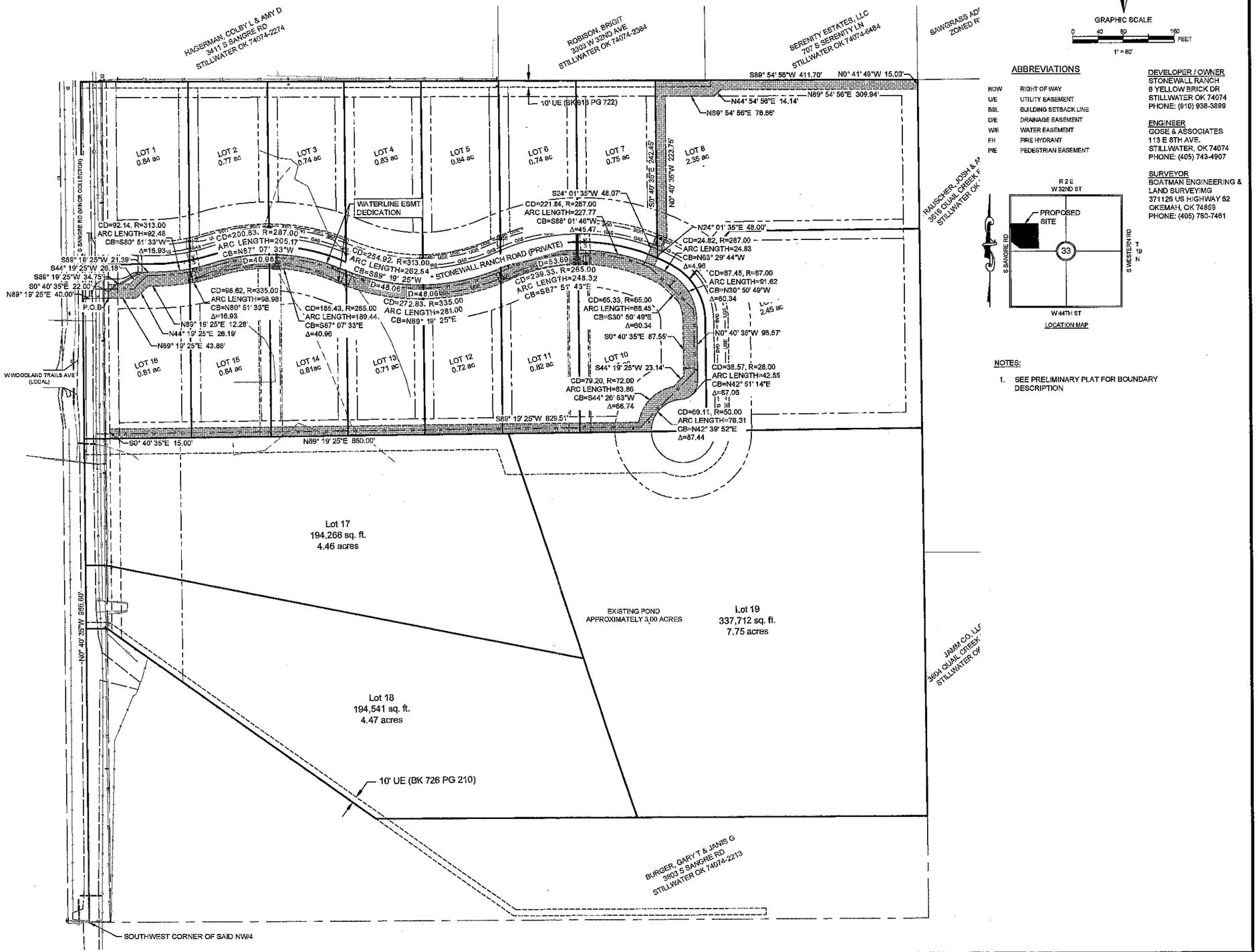
(SEAL)

ATTEST:

_____
TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this_____ day of _____, 2025.

_____
KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA



ABBREVIATIONS

ROW	RIGHT OF WAY
U/E	UTILITY EASEMENT
BSL	BUILDING SETBACK LINE
D/E	DRAINAGE EASEMENT
W/E	WATER EASEMENT
FH	FIRE HYDRANT
P/E	PEDESTRIAN EASEMENT

DEVELOPER / OWNER
STONEWALL RANCH
8 YELLOW BRICK DR
STILLWATER OK 74074
PHONE: (910) 936-3899

ENGINEER
GOSE & ASSOCIATES
113 E 8TH AVE.
STILLWATER, OK 74074
PHONE: (405) 743-4907

SURVEYOR
BOATMAN ENGINEERING & LAND SURVEYIMG
371126 US HIGHWAY 62
OKEMAH, OK 74859
PHONE: (405) 780-7461

NOTES:

1. SEE PRELIMINARY PLAT FOR BOUNDARY DESCRIPTION

Gose & Associates
ENGINEERING • PLANNING • LAND SURVEYING
113 E. 8th Avenue Stillwater, OK 74074 PH (405) 743-4907 CA 1840
www.gose-associates.com

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.
PREPARED UNDER THE SUPERVISION OF:
STEPHEN C. GOSE
OK P.E.#: 22818
DATE: 06/06/2025

JOB NUMBER	1336.01
DATE	06/06/2025
SCALE:	AS SHOWN
CREATED BY:	CCMB
DRAWN BY:	CCMB
CHECKED BY:	SCG

WATERLINE EASEMENT DEDICATION

STONEWALL RANCH
PAYNE COUNTY, OKLAHOMA

SHEET NUMBER
C1.0

REVISIONS
NO. DATE

C:\SMT-HW\TER.dwg
Jun 6, 2025 - 9:26 AM - CHANCE ERICK
THIS DRAWING AND THE CONCEPTS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY GOSE AND ASSOCIATES, SHALL BE WITHOUT LIABILITY TO GOSE & ASSOCIATES
BEFORE YOU DIG CALL OKIE

ELECTRIC EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Stonewall Ranch LLC, an Oklahoma Limited Liability Company, certifies that it owns and possesses all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4), SECTION THIRTY-THREE (33),TOWNSHIP NINETEEN NORTH (T-19-N), RANGE TWO EAST (R-2-E), INDIAN MERIDIAN (I.M.), PAYNE COUNTY, OKLAHOMA; THE IDENTICAL TRACT OF LAND DESCRIBED IN PAYNE COUNTY CLERK'S DEED RECORDS, BOOK 2647, PAGE 469; AND MORE PARTICULARLY DESCRIBED [3-07-2023 LS1588 NAD83(2011) OK-N US-FT] AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SW/4 NW/4; THENCE N00°40'35"W ALONG THE WEST LINE OF SAID SW/4 NW/4 A DISTANCE OF 464.42 FEET (THE RECORD DISTANCE IS 464.97 FEET) TO A FOUND 3/8-INCH IRON PIN FOR THE POINT OF BEGINNING; THENCE CONTINUING N00°40'35"W ALONG THE WEST LINE OF SAID SW/4 NW/4 A DISTANCE OF 863.98 FEET TO A FOUND 3/8-INCH IRON PIN FOR THE NORTHWEST CORNER OF SAID SW/4 NW/4; THENCE N89°54'30"E ALONG THE NORTH LINE OF SAID SW/4 NW/4 A DISTANCE OF 1314.80 FEET TO A FOUND 3/8-INCH IRON PIN FOR THE NORTHEAST CORNER OF SAID SW/4 NW/4; THENCE S00°42'18"E ALONG THE EAST LINE OF SAID SW/4 NW/4 A DISTANCE OF 1162.80 FEET TO A FOUND 3/8-INCH IRON PIN AT THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN PAYNE COUNTY CLERK'S DEED RECORDS, BOOK 982, PAGE 74; THENCE S89°46'00"W ALONG THE NORTH LINE OF SAID TRACT A DISTANCE OF 865.33 FEET TO A FOUND 3/8-INCH IRON PIN (THE RECORD DISTANCE IS 865.1 FEET); THENCE N54°26'45"W ALONG THE NORTH LINE OF SAID TRACT A DISTANCE OF 516.97 FEET TO A FOUND 3/8-INCH IRON PIN (THE RECORD DISTANCE IS 517.1 FEET); THENCE S89°19'25"W (THE RECORD BEARING IS PARALLEL TO SOUTH LINE OF SAID SW/4 NW/4) A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 33.48 ACRES OF LAND, MORE OR LESS; SUBJECT TO ALL LEGAL RIGHTS AND INTERESTS.

and further that the undersigned, in consideration of the sum of One Dollar ($1.00), in hand paid and other good and valuable consideration, for them, their heirs, successors, executors, administrators, and assigns do hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, an easement for the installation, operation and maintenance of utility(ies) through, over, under, and across the portions of the above-described property dedicated on said recorded plat or instrument, for the purpose heretofore stated as follows:

BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4), SECTION THIRTY-THREE (33),TOWNSHIP NINETEEN NORTH (T-19-N), RANGE TWO EAST (R-2-E), INDIAN MERIDIAN (I.M.), PAYNE COUNTY,OKLAHOMA; THE IDENTICAL TRACT OF LAND DESCRIBED IN PAYNE COUNTY CLERK'S DEED RECORDS, BOOK 2647, PAGE469; AND MORE PARTICULARLY DESCRIBED [3-07-2023 LS1588 NAD83(2011) OK-N US-FT] AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NW/4; THENCE, N00°40'35"W ALONG THE WEST LINE OF SAID SW/4 NW/4 A DISTANCE OF 1071.62 FEET; THENCE, N89°19'25"E A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;
THENCE, N89°19’25”E A DISTANCE OF 34.49 FEET;
THENCE, S45°41’41”E A DISTANCE OF 26.17 FEET;
THENCE, N89°18’19”E A DISTANCE OF 21.66 FEET;
THENCE, NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A DELTA OF 16.93°, A RADIUS OF 287.00 FEET, A CHORD BEARING OF N80°51’33”E, AND A CHORD DISTANCE OF 84.49 FEET FOR AN ARC LENGTH OF 84.80 FEET;
THENCE, NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 15.66°, A RADIUS OF 313.00 FEET, A CHORD BEARING OF N80°13’28”E, AND A CHORD DISTANCE OF 85.28 FEET FOR AN ARC LENGTH OF 85.55 FEET;
THENCE, S08°49’40”W A DISTANCE OF 26.51 FEET;
THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A DELTA OF 14.67°, A RADIUS OF 287.00 FEET, A CHORD BEARING OF S79°43’48”W, AND A CHORD DISTANCE OF 73.28 FEET FOR AN ARC LENGTH OF 73.49 FEET;
THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 9.13°, A RADIUS OF 314.23 FEET, A CHORD BEARING OF S76°57’45”W, AND A CHORD DISTANCE OF 50.00 FEET FOR AN ARC LENGTH OF 50.05 FEET;
THENCE, S06°29’24”E A DISTANCE OF 22.00 FEET;
THENCE, NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A DELTA OF 9.29°, A RADIUS OF 335.00 FEET, A CHORD BEARING OF N77°02’24”E, AND A CHORD DISTANCE OF 54.26 FEET FOR AN ARC LENGTH OF 54.32 FEET;
THENCE, SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 40.96°, A RADIUS OF 265.00 FEET, A CHORD BEARING OF S87°07’33”E, AND A CHORD DISTANCE OF 185.43 FEET FOR AN ARC LENGTH OF 189.44 FEET;
THENCE, NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A DELTA OF 48.06°, A RADIUS OF 335.00 FEET, A CHORD BEARING OF N89°19’25”E, AND A CHORD DISTANCE OF 272.83 FEET FOR AN ARC LENGTH OF 281.00 FEET;
THENCE, SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 53.39°, A RADIUS OF 265.00 FEET, A CHORD BEARING OF S88°00’32”E, AND A CHORD DISTANCE OF 238.12 FEET FOR AN ARC LENGTH OF 246.96 FEET;
THENCE, N02°51’26”W A DISTANCE OF 22.00 FEET;
THENCE, SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A DELTA OF 20.07°, A RADIUS OF 287.00 FEET, A CHORD BEARING OF S77°06’19”W, AND A CHORD DISTANCE OF 100.04 FEET FOR AN ARC LENGTH OF 100.56 FEET;
THENCE, N08°51’39”W A DISTANCE OF 26.73 FEET;

THENCE, SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A DELTA OF 2.83°, A RADIUS OF 313.00 FEET, A CHORD BEARING OF S66°50’27”W, AND A CHORD DISTANCE OF 15.48 FEET FOR AN ARC LENGTH OF 15.48 FEET;
THENCE, S08°51’39”E A DISTANCE OF 26.95 FEET;
THENCE, SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 46.84°, A RADIUS OF 313.00 FEET, A CHORD BEARING OF S89°55’56”W, AND A CHORD DISTANCE OF 248.83 FEET FOR AN ARC LENGTH OF 255.90 FEET;
THENCE, NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A DELTA OF 23.25°, A RADIUS OF 287.00 FEET, A CHORD BEARING OF N78°16’09”W, AND A CHORD DISTANCE OF 115.64 FEET FOR AN ARC LENGTH OF 116.44 FEET;
THENCE, N08°49’40”E A DISTANCE OF 26.28 FEET;
THENCE, SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 22.52°, A RADIUS OF 313.00 FEET, A CHORD BEARING OF S77°54’16”E, AND A CHORD DISTANCE OF 122.21 FEET FOR AN ARC LENGTH OF 123.00 FEET;
THENCE, NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A DELTA OF 48.06°, A RADIUS OF 287.00 FEET, A CHORD BEARING OF N89°19’25”E, AND A CHORD DISTANCE OF 233.74 FEET FOR AN ARC LENGTH OF 240.74 FEET;
THENCE, SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 53.69°, A RADIUS OF 313.00 FEET, A CHORD BEARING OF S87°51’43”E, AND A CHORD DISTANCE OF 282.68 FEET FOR AN ARC LENGTH OF 293.29 FEET;
THENCE, SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 60.34°, A RADIUS OF 113.00 FEET, A CHORD BEARING OF S30°50’49”E, AND A CHORD DISTANCE OF 113.58 FEET FOR AN ARC LENGTH OF 119.01 FEET;
THENCE, S00°40’35”E A DISTANCE OF 184.47 FEET;
THENCE, N89°19’25”E A DISTANCE OF 22.00 FEET;
THENCE, N00°40’35”W A DISTANCE OF 184.47 FEET;
THENCE, NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A DELTA OF 60.34°, A RADIUS OF 135.00 FEET, A CHORD BEARING OF N30°50’49”W, AND A CHORD DISTANCE OF 135.70 FEET FOR AN ARC LENGTH OF 142.18 FEET;
THENCE, NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A DELTA OF 53.69°, A RADIUS OF 335.00 FEET, A CHORD BEARING OF N87°51’43”W, AND A CHORD DISTANCE OF 302.55 FEET FOR AN ARC LENGTH OF 313.91 FEET;
THENCE, SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 48.06°, A RADIUS OF 265.00 FEET, A CHORD BEARING OF S89°19’25”W, AND A CHORD DISTANCE OF 215.82 FEET FOR AN ARC LENGTH OF 222.28 FEET;
THENCE, NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A DELTA OF 40.96°, A RADIUS OF 335.00 FEET, A CHORD BEARING OF N87°07’33”W, AND A CHORD DISTANCE OF 234.41 FEET FOR AN ARC LENGTH OF 239.48 FEET;
THENCE, SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 16.93°, A RADIUS OF 265.00 FEET, A CHORD BEARING OF S80°51’33”W, AND A CHORD DISTANCE OF 78.01 FEET FOR AN ARC LENGTH OF 78.30 FEET;
THENCE, S89°18’33”W A DISTANCE OF 12.56 FEET;
THENCE, N45°41’41”W A DISTANCE OF 26.16 FEET;
THENCE, S89°19’25”W A DISTANCE OF 43.60 FEET;
THENCE, S00°40’35”E A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING.

Said easement contains 41,986 square feet or 0.96 acres more or less and is subject to all recorded easements and rights of way thereof.

with the right of ingress and egress to and from same, for the purpose of permitting Stillwater to construct and maintain utilities through, over, under, and across said property, together with all necessary and convenient appurtenances on the premises; and to use and maintain the same and of affording, its officers, agents, employees, and all persons under contract with it, the right to enter upon the premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying and maintaining said utilities, and for the further purpose of enabling Stillwater to do any and all convenient things incident to the construction, operation, repairing, and maintaining of said utilities.

Except as herein granted, the grantors shall continue to have the full use and enjoyment of the properties herein granted or described for appropriate purposes. At no time shall the grantors commit a use, occupation or enjoyment thereof that might cause a hazardous condition and no building, structure or obstruction shall be located or constructed on said easement by the grantors, their successors or assigns, nor shall the grantors allow said easement to be encumbered in any way so that the City of Stillwater shall not be afforded access to said utility(s) at any and all times.

Stonewall Ranch, LLC

_____

BY: Devin Wanzor, Manager

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State on this ____ day of _____, 2025, personally appeared, Devin Wanzor, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of such LLC, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

_____

NOTARY PUBLIC

My Commission Expires:
My Commission Number:
(SEAL)

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this_____ day of _____, 2025, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered electric easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

_____
WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

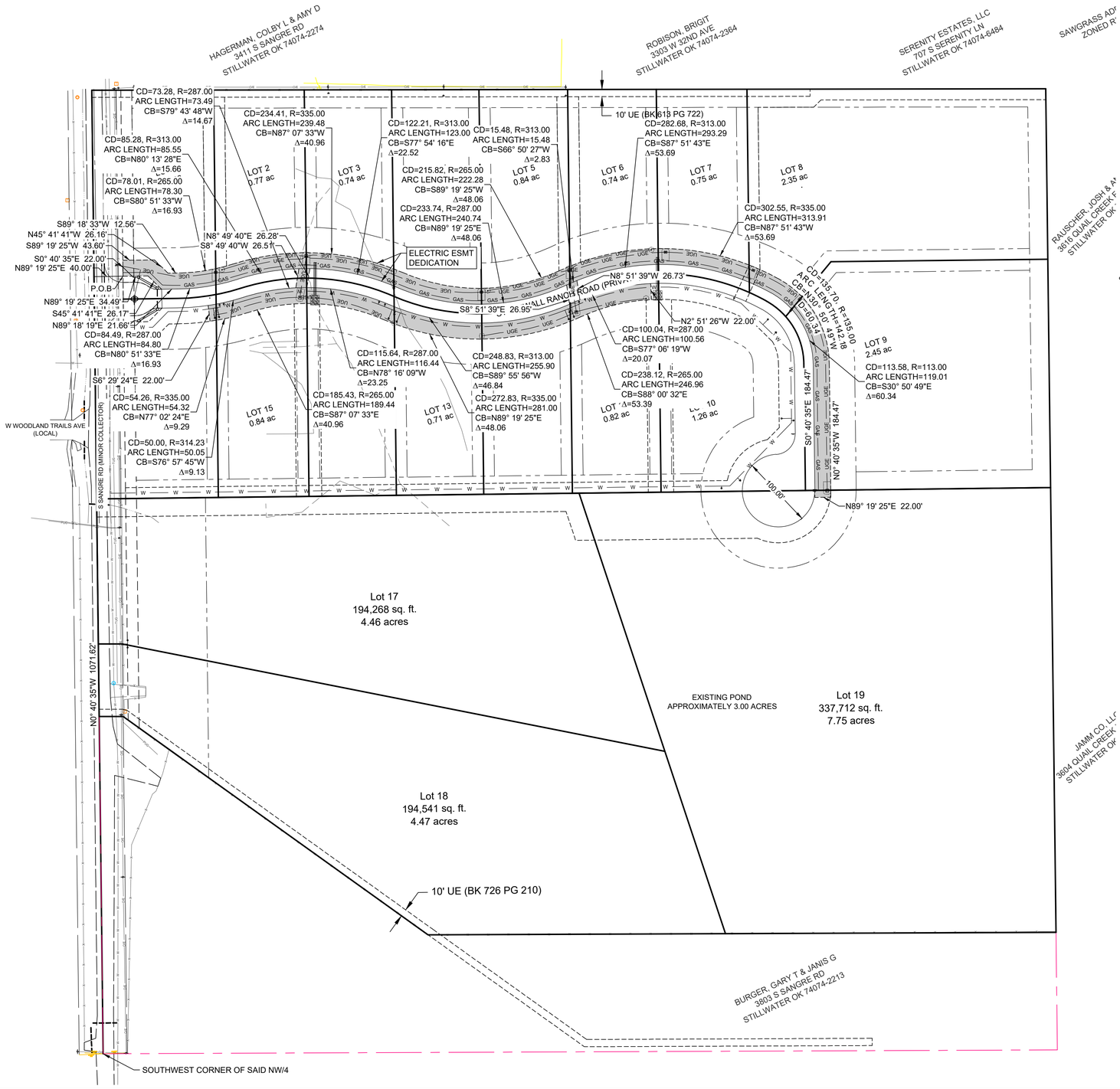
(SEAL)

ATTEST:

_____
TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this_____ day of _____, 2025.

_____
KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA



N

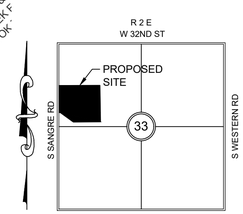
GRAPHIC SCALE

0 40 80 160 FEET

1" = 80'

ABBREVIATIONS

ROW	RIGHT OF WAY
U/E	UTILITY EASEMENT
BSL	BUILDING SETBACK LINE
D/E	DRAINAGE EASEMENT
W/E	WATER EASEMENT
FH	FIRE HYDRANT
P/E	PEDESTRIAN EASEMENT



LOCATION MAP

NOTES:

1. SEE PRELIMINARY PLAT FOR BOUNDARY DESCRIPTION

DEVELOPER / OWNER
STONEWALL RANCH
6 YELLOW BRICK DR
STILLWATER OK 74074
PHONE: (910) 938-3899

ENGINEER
GOSE & ASSOCIATES
113 E 8TH AVE.
STILLWATER, OK 74074
PHONE: (405) 743-4907

SURVEYOR
BOATMAN ENGINEERING & LAND SURVEYIMG
371126 US HIGHWAY 62
OKEMAH, OK 74859
PHONE: (405) 780-7461

NO.	REVISIONS	DATE

Gose & Associates
ENGINEERING • PLANNING • LAND SERVICES
113 E. 8th Avenue Stillwater, OK 74074 PH (405) 743-4907 CA 1640
www.gose-associates.com

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

PREPARED UNDER THE SUPERVISION OF:
STEPHEN C. GOSE
OK P.E.#: 22808
DATE: 06/06/2025

JOB NUMBER	1336.01
DATE	07/03/2025
SCALE:	AS SHOWN
CREATED BY:	CCWB
DRAWN BY:	CCWB
CHECKED BY:	SCG

ELECTRIC EASEMENT DEDICATION

STONEWALL RANCH

PAYNE COUNTY, OKLAHOMA

SHEET NUMBER
C1.0

F:\WDData\1336.01\Design\ESMT_C-ESMT-ELECTRIC.dwg July 3, 2025 9:47 AM CHANDLER BECK
THIS DOCUMENT TOGETHER WITH THE CONCEPTS AND DESIGN PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY GOSE AND ASSOCIATES, SHALL BE WITHOUT LIABILITY TO GOSE & ASSOCIATES

BEFORE YOU DIG CALL OKIE 1-800-522-OKIE

K-N
018)

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 7, 2025

Agenda Item:	3.i. CC-25-101
Previous/Related Action:	
Background/Issue:	• Oklahoma State University owns property addressed as 1110 S Innovation Way Drive. • This request is for acceptance of an electric easement that will cover a primary extension to two pad-mounted transformers that will be located in the utility yard of the Michael Morgan Building. The easement will allow access for the City of Stillwater to maintain utility services at this site. • The Electric Easement dedicated consists of 4637.34 square feet (0.11 acres) more or less.
Proposal/Solution:	Staff recommends acceptance of the electric easement.
Financial Source/Impact:	There is no additional financial impact from the acceptance of this easement.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the electric easement and authorize the Mayor to execute the document.
Prepared By:	Joshua Brown, Project Manager
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Esmt OSU Elec Easement _ M Morgan Bldg

ELECTRIC EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Board of Regents for the Oklahoma Agricultural and Mechanical Colleges, acting for and on behalf of Oklahoma State University, a public institution of higher education formed under the laws of the State of Oklahoma,, in consideration of the sum of One Dollar ($1.00), in hand paid and other good and valuable consideration, for it, its heirs, successors, executors, administrators, and assigns does hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, an easement for the installation, operation and maintenance of electric lines through, over, under, and across the portions of the property described on Exhibit A, attached hereto and made a part hereof, for the purpose heretofore stated.

The easement contains 4637.34 square feet or ±0.1065 acres more or less and is subject to all recorded easements and rights of way thereof.

with the right of ingress and egress to and from same, for the purpose of permitting the City of Stillwater to construct and maintain utilities through, over, under, and across said property, together with all necessary and convenient appurtenances on the premises; and to use and maintain the same and of affording its officers, agents, employees, and all persons under contract with it, the right to enter upon the premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying and maintaining said utilities, and for the further purpose of enabling the City of Stillwater to do any and all convenient things incident to the construction, operation, repairing, and maintaining of said utilities.

Except as herein granted, the Grantor shall continue to have the full use and enjoyment of the property herein granted or described for appropriate purposes. At no time shall the Grantor commit a use, occupation or enjoyment thereof that might cause a hazardous condition and no building, structure or obstruction shall be located or constructed on said easement by the Grantor, its successors or assigns, nor shall the Grantor allow said easement to be encumbered in any way so that the City of Stillwater shall not be afforded access to said electric line(s) at any and all times.

Board of Regents for the Oklahoma Agricultural and Mechanical Colleges, acting for and on behalf of Oklahoma State University

Mr. Jimmy Harrel, Chair

ATTEST:

Mr. Jason Ramsey, Chief Executive Officer

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State on this 12th day of May, 2025, personally appeared Mr. Jimmy Harrel, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Chair and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of that Board of Regents for the Oklahoma Agricultural and Mechanical Colleges, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

CYNTHIA MICHELE PEARSON NOTARY PUBLIC # 08012494 EXP. 12/30/28 STATE OF OKLAHOMA

Cynthia Michele Pearson
NOTARY PUBLIC

My Commission Expires: 12-30-28
My Commission Number: 08012494

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this_____ day of _____, 2025, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered electric easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

_____
WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

_____
TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this_____ day of _____, 2025.

_____
KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

EXHIBIT A

LEGAL DESCRIPTION
UTILITY EASEMENT
PROJECT NO. FSB2023-280-00

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY (20), TOWNSHIP NINETEEN NORTH (T19N), RANGE TWO EAST OF THE INDIAN MERIDIAN (R2E.I.M.), PAYNE COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SEC. 20; THENCE S01°25'56.00"E A DISTANCE OF 2168.88 FEET; THENCE S89°32'14.00"W A DISTANCE OF 712.51 FEET, PARALLEL WITH THE NORTH BOUNDARY OF SAID SECTION 20, FROM THE NORTHEAST CORNER OF SAID SECTION 20; THENCE WESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 735.75 FEET, A DELTA ANGLE OF 24°47'43", AN ARC LENGTH OF 110.73 FEET, A CHORD DIRECTION OF N73°22'36"W AND A CHORD LENGTH OF 110.62 FEET; THENCE N12°50'54.97"E A DISTANCE OF 14.88 FEET TO THE "POINT OF BEGINNING" (P.O.B.); THENCE

NORTHWEST N77°47'37.28"W A DISTANCE OF 15.00 FEET; THENCE
NORTHEAST N12°12'22.72"E A DISTANCE OF 291.11 FEET; THENCE
SOUTHEAST S77°45'54.45"E A DISTANCE OF 5.51 FEET; THENCE
NORTHEAST N12°14'05.55"E A DISTANCE OF 8.50 FEET; THENCE
NORTHWEST N77°47'37.28"W A DISTANCE OF 5.52 FEET; THENCE
NORTHEAST N12°14'05.55"E A DISTANCE OF 7.30 FEET; THENCE
SOUTHEAST S77°45'54.45"E A DISTANCE OF 5.52 FEET; THENCE
NORTHEAST N12°14'05.55"E A DISTANCE OF 8.50 FEET; THENCE
SOUTHEAST S77°47'37.28"E A DISTANCE OF 9.50 FEET; THENCE
SOUTHWEST S12°12'22.72"W A DISTANCE OF 315.41 FEET TO THE POINT OF BEGINNING (P.O.B.).

SAID TRACT CONTAINING 4637.341 SQUARE FEET OR ±0.1065 ACRES MORE OR LESS.

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY (20), TOWNSHIP NINETEEN NORTH (T19N), RANGE TWO EAST OF THE INDIAN MERIDIAN (R2E.I.M.), PAYNE COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SEC. 20, THENCE S01°25'56.00"E A DISTANCE OF 2168.88 FEET TO A POINT THENCE S89°32'14.00"W A DISTANCE OF 712.51 FEET, PARALLEL WITH THE NORTH BOUNDARY OF SAID SECTION 20, FROM THE NORTHEAST CORNER OF SAID SECTION 20; THENCE WESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 735.75 FEET A DELTA ANGLE OF 24°47'43", AN ARC LENGTH OF 110.73 FEET, A CHORD DIRECTION OF N73°22'36"W AND A CHORD LENGTH OF 110.62 FEET; THENCE N12°50'54.97"E A DISTANCE OF 14.86 FEET TO THE "POINT OF BEGINNING" (P.O.B.) THENCE

NORTHWEST N77°47'37.28"W A DISTANCE OF 15.00 FEET; THENCE NORTHEAST N12°12'22.72"E A DISTANCE OF 291.11 FEET; THENCE SOUTHEAST S77°45'54.45"E A DISTANCE OF 5.51 FEET; THENCE NORTHEAST N12°14'05.55"E A DISTANCE OF 8.50 FEET; THENCE NORTHWEST N77°47'37.28"W A DISTANCE OF 5.52 FEET; THENCE NORTHEAST N12°14'05.55"E A DISTANCE OF 7.30 FEET; THENCE SOUTHEAST S77°45'54.45"E A DISTANCE OF 5.52 FEET; THENCE NORTHEAST N12°14'05.55"E A DISTANCE OF 8.50 FEET; THENCE SOUTHEAST S77°47'37.28"E A DISTANCE OF 9.50 FEET; THENCE SOUTHWEST S12°12'22.72"W A DISTANCE OF 315.41 FEET TO THE "POINT OF BEGINNING" (P.O.B.).

SAID TRACT CONTAINING 4637.34 SQUARE FEET OR ±0.1065 ACRES MORE OR LESS.

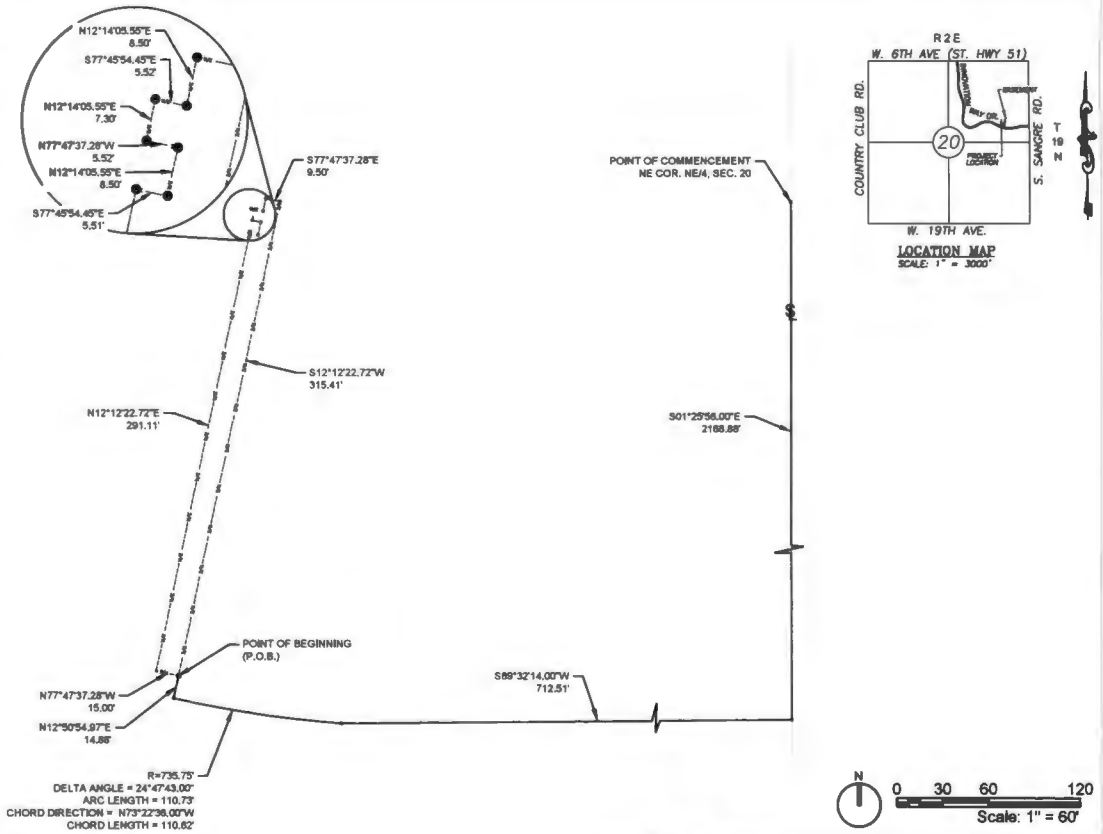


	EXHIBIT TITLE: EXHIBIT "A" - ELECTRIC EASEMENT	DATE: 03/14/2025
	PROJECT / PACKAGE: MICHAEL S. MORGAN BUILDING RENOVATION	PROJECT NO.: FSS2023-260-00
5801 Broadway Extension, Suite 500 Oklahoma City, OK 73118-7428 405.840.2031 | fsb-ae.com	ISSUANCE NUMBER / REVISION DESCRIPTION	EXHIBIT NO.: 1 OF 1

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 7, 2025

Agenda Item:	3.j. CC-25-102
Previous/Related Action:	
Background/Issue:	Staff is requesting a public hearing to close the north 227.5 feet of a 30-foot wide utility easement located on the property addressed as 707 E. Airport Road. The closing is to allow further construction of The Hub II commercial development. A 20-foot water easement will be granted to provide access to the existing waterline. Per Stillwater City Code Section 23.60, the City Council must set a date for the consideration of a closing request. The fixed date must be a minimum of 30-days in advance in order for the proper notification to be met. Staff recommends setting the hearing date to August 18, 2025.
Proposal/Solution:	Staff recommends setting a public hearing date of August 18, 2025 for closing of requested area of easement.
Financial Source/Impact:	There is no financial impact for this item.
Related Strategic Priority:	#3 SAFE COMMUNITY #1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to set a public hearing for August 18, 2025 to consider said closing.
Prepared By:	Joshua Brown, Project Manager
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. CL25-03 CC Memo to set PH Draft

Stillwater OKLAHOMA
stillwaterok.gov

MEMORANDUM

DATE:	July 7, 2025
HEARING DATE:	August 18, 2025
TO:	Stillwater City Council
FROM:	Josh Brown, Project Coordinator
SUBJECT:	Closing a Portion of Utility Easement located on the property addressed as 707 E Airport Road.

Staff is requesting a public hearing to close the north 227.5 feet of a utility easement located on the property addressed as 707 E. Airport Road. The closing is to allow further construction of The Hub II commercial development.

Per Stillwater City Code Section 23.60, the City Council must set a date for the consideration of a closing request. The fixed date must be a minimum of 30-days in advance in order for the proper notification to be met. Staff recommends setting the hearing date to August 18, 2025.

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 7, 2025

Agenda Item:	3.k. CC-25-103
Previous/Related Action:	• CC-24-34, April 1, 2024: Approval of FY25 Pavement Management Program • CC-24-57, May 8, 2024: Approval of Task Order agreement with Gose and Associates.
Background/Issue:	• Since the launch of the Sidewalk Connect program in October 2024, an online tool for citizens to recommend areas in Stillwater in need of new or completing connections between previously unconnected areas of sidewalk, staff has received over 75 requests. These requests range from small single-panel replacements to large-scale new pedestrian routes. • Aging or damaged sidewalk infrastructure is identified and addressed as resources allow. • Sidewalk improvements are also routinely evaluated and addressed in conjunction with roadway projects.
Proposal/Solution:	• Issue Task Order 2 under the Master Services Agreement with Gose and Associates • Staff intent is to design two or more project phases, the first utilizing currently authorized funds, followed by developing a larger project package for the FY26 Pavement Management Program (PMP). • The Transportation Project Advisory Committee (TPAC) has on multiple occasions expressed to staff the desire to see more sidewalk projects as part of the Transportation Program. At the June 26, 2025 meeting, TPAC voted to support this project. • Staff has negotiated a scope and fee of $150,655 for Task Order No. 2 with Gose & Associates for the design, bidding and construction administration support associated with the sidewalk projects. Total expenditures are estimated to be up to $173,253, including contingency, Requests for construction funds for this sidewalk work will be brought

	to Council after bidding..
Financial Source/Impact:	This Task Order is proposed to be funded by the Transportation Sales Tax fund, which contains sufficient funds.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Staff recommends a motion to: • Authorize City Manager to execute Task Order No. 2 with Gose and Associates for design and construction administration related services for various sidewalk improvements throughout the City; • Authorize expenditures associated with Task Order No. 2 including a contingency for a total expenditure of $173,253; • Authorize the City Manager to sign related documents; and • Approve a Budget Amendment in the amount of $173,253 from the Transportation Sales Tax Fund.
Prepared By:	Bill Millis, Deputy Director of Engineering
Reviewed By:	Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. BA MSA Gose 7-2-2025
2. TO2

The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2026

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 07/02/2025

Department: Transportation **Requested by:** Bill Millis

Explanation: Expenditures:
Appropriate funds for Task Order 2 under the MSA with Gose and Associates. Funding is from the Transportation Sales Tax Fund.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Misc Sidewalk Improvements	2604035 - 54020	25TR12260	$ 0	$ 173,253	$ 173,253
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 173,253

Reviewed by Department Manager: [signature] **Date:** 2025 Jul 02

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--

This is Task Order No. 2, 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: (25TR12) Miscellaneous Sidewalk Improvements

   B. Description: Capital improvements to City sidewalk infrastructure.

   C. Number of Construction Contracts

   The Specific Project is anticipated to be constructed under 2 construction contracts.

2. Services of Engineer

Phase 1

- Assist in evaluating and prioritizing sidewalk improvements based on locations provided by City staff.
- Prepare construction cost estimates for $300,000 - $400,000 sidewalk improvement locations as provided by City staff, to allow for selection of sidewalk sites based on funding available for the phase.
- Develop construction plans that effectively utilize available project funds, estimated to range between $200,000 - $250,000 reflective of prioritization and estimated construction costs.
- Disseminate construction plans to all known utility providers, deconflict construction plans with existing field conditions, and oversee any required utility relocations.
- Research and acquire Rights of Way and Easements as necessary.
- Assist City staff in preparing construction bidding documents.
- Provide construction administrative services as requested by City staff.

Phase 2 (Requires NTP)

- Assist in evaluating and prioritizing sidewalk improvements based on locations provided by City staff.

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- Prepare construction cost estimates for up to and expected to range between $1,000,000 - $1,200,000 of sidewalk improvement locations as provided by City staff, to allow for selection of sidewalk sites based on funding available for the phase.

- Develop construction plans that effectively utilize available project funds, estimated to be up to $1,000,000 reflective of prioritization and estimated construction costs.

- Disseminate construction plans to all known utility providers, deconflict construction plans with existing field conditions, and oversee any required utility relocations.

- Research and acquire Rights of Way and Easements as necessary.

- Assist City staff in preparing construction bidding documents.

- Provide construction administrative services as requested by City staff.

Additional Services (Requires NTP)

- Facilitate survey and potholing services required to design sidewalk improvements.

- Coordination with franchise utilities where relocation is necessary.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.

4. Times for Rendering Services

- Study Phase 1 to be completed within three (3) weeks from Notice to Proceed.

- Preliminary Design Phase 1 to be completed within four (4) weeks of approval of Study Phase 1.

- Final Design Phase 1 to be completed within four (4) weeks of approval of Preliminary Design Phase 1.

- Study Phase 2 to be completed within six (6) weeks from Notice to Proceed.

- Preliminary Design Phase 2 to be completed within eight (8) weeks of approval of Study Phase 2.

- Final Design Phase 2 to be completed within eight (8) weeks of approval of Preliminary Design Phase 2.

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5. Payments to Engineer

A. Owner shall pay Engineer for services rendered according to Attachment A to Exhibit L-02 with total compensation for Scope of Services not to exceed $150,655 to be distributed as follows:

- Study Phase 1: $5,250
- Preliminary Design Phase 1: $6,155
- Final Design Phase 1: $7,000
- Bid Phase 1: $3,375
- Construction Services Phase 1: $10,105
- Post-Construction Phase 1: $725
- Study Phase 2 : $15,220
- Preliminary Design Phase 2: $20,690
- Final Design Phase 2: $21,995
- Bid Phase 2: $4,830
- Construction Services Phase 2: $40,120
- Post-Construction Phase 2: $2,310
- Additional Services: $12,880

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

6. Consultants:

None

7. Other Modifications to Agreement:

None

8. Attachments:

None

9. Documents Incorporated By Reference:

None

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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 _____, 2025.

OWNER:		ENGINEER:	
By:	City of Stillwater	By:	Gose & Associates
By:		By:	
Name:	J. Brady Moore	Name:	Stephen C. Gose
Title:	City Manager	Title:	President
		Engineer License or Firm's Certificate No.	C.A. 1640
		State of:	Oklahoma

DESIGNATED REPRESENTATIVE FOR TASK ORDER:		DESIGNATED REPRESENTATIVE FOR TASK ORDER:	
Name:	Bill Millis	Name:	Stephen C. Gose
Title:	Director	Title:	President
Address:	PO Box 1449 Stillwater, OK 74076-1449	Address:	P.O. Box 2371 Stillwater, OK 74076
E-Mail Address:	Bill.Millis@stillwaterok.gov	E-Mail Address:	stephen@gose-associates.com
Phone:	(405) 742-8259	Phone:	(405) 743-4907
Fax:		Fax:	

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Job No: MSA2 - Task Order 2
Job Name/Task: Various Sidewalk Projects
Prepared By: SCG

Attachment A to Exhibit L-02
Exhibit 1 - Standard Hourly Rates and Basis of Fee
June 2, 2025

Task	Description	Senior Engineer	Project Manager	Engineer 4	Engineer 2	Engineer 1	Designer	CADD Tech 2	CADD Tech 1	Admin.	Total Labor Hours	Sub - 01	Sub - 02	Sub - 03	Printing	Sub-Total	Total
	BASIC DESIGN SERVICES	rwg	scg	krp	ccwb				intern	lbg							
	Phase 1																
1	Study Phase (2025) - $300K in projects										30.0						**$ 5,250.00**
	Review Sidewalk Request and Site Conditions		2.0	8.0	2.0						12.0					$ 2,090.00	
	Prepare Conceptual Plan		2.0	8.0	4.0						14.0					$ 2,390.00	
	Client Coordination Meetings		2.0	2.0							4.0					$ 770.00	
2	Preliminary Design Phase										38.0					$ -	**$ 6,155.00**
	Plan Preparation		3.0	5.0	10.0				5.0		23.0					$ 3,570.00	
	OPCC Preparation		1.0	5.0	5.0						11.0					$ 1,815.00	
	Client Coordination Meetings		2.0	2.0							4.0					$ 770.00	
3	Final Design Phase										42.0					$ -	**$ 7,000.00**
	Final Plan Preparation		5.0	10.0	15.0				1.0		31.0					$ 5,140.00	
	OPCC Preparation		1.0	3.0	5.0						9.0					$ 1,475.00	
	Client Coordination Meetings		1.0	1.0							2.0					$ 385.00	
4	Bid Phase										20.0					$ -	**$ 3,375.00**
	Preparation of Bid Documents		2.0	8.0	8.0						18.0					$ 2,990.00	
	Bid Review / Recommendation		1.0	1.0							2.0					$ 385.00	
5	Construction Phase Services (8 weeks)										59.0					$ -	**$ 10,105.00**
	Project Management Services		4.0	10.0	10.0						24.0					$ 4,060.00	
	Project Meetings and Conferences/Schedules		2.0	4.0	2.0						8.0					$ 1,410.00	
	Visits to Site and Observation of Construction		4.0	8.0	8.0						20.0					$ 3,420.00	
	Clarifications/Change Orders			1.0	1.0						2.0					$ 320.00	
	Shop Drawings/Substitutes			2.0							2.0					$ 340.00	
	Contractor Completion Documents / Final Acceptability		1.0	2.0							3.0					$ 555.00	
6	Post-Construction Phase										4.0					$ -	**$ 725.00**
	Site Evaluation, Record Drawings, Contractor Evaluation		1.0	3.0							4.0					$ 725.00	
7	Alternate Services										0.0					$ -	**$ -**
	Survey - 2 sites										0.0					$ -	
	Phase 2																
1	Study Phase (2026) - $1M in projects										88.0						**$ 15,220.00**
	Review Sidewalk Request and Site Conditions		8.0	16.0	16.0						40.0					$ 6,840.00	
	Prepare Conceptual Plan		8.0	16.0	16.0						40.0					$ 6,840.00	
	Client Coordination Meetings		4.0	4.0							8.0					$ 1,540.00	
2	Preliminary Design Phase										126.0					$ -	**$ 20,690.00**
	Plan Preparation		16.0	32.0	32.0				16.0		96.0					$ 15,520.00	
	OPCC Preparation		2.0	10.0	10.0						22.0					$ 3,630.00	
	Client Coordination Meetings		4.0	4.0							8.0					$ 1,540.00	
3	Final Design Phase										135.0					$ -	**$ 21,995.00**
	Final Plan Preparation		16.0	40.0	40.0				20.0		116.0					$ 18,540.00	
	OPCC Preparation		1.0	10.0							11.0					$ 1,915.00	
	Client Coordination Meetings		4.0	4.0							8.0					$ 1,540.00	
4	Bid Phase										28.0					$ -	**$ 4,830.00**
	Preparation of Bid Documents		4.0	10.0	10.0						24.0					$ 4,060.00	
	Bid Review / Recommendation		2.0	2.0							4.0					$ 770.00	
5	Construction Phase Services (32 weeks)										228.0					$ -	**$ 40,120.00**
	Project Management Services		32.0	32.0	32.0						96.0					$ 17,120.00	
	Project Meetings and Conferences/Schedules		4.0	8.0	8.0						20.0					$ 3,420.00	
	Visits to Site and Observation of Construction		16.0	32.0	32.0						80.0					$ 13,680.00	
	Clarifications/Change Orders		2.0	4.0	4.0						10.0					$ 1,710.00	
	Shop Drawings/Substitutes		2.0	4.0							6.0					$ 1,110.00	
	Contractor Completion Documents / Final Acceptability		8.0	8.0							16.0					$ 3,080.00	
6	Post-Construction Phase										12.0					$ -	**$ 2,310.00**
	Site Evaluation, Record Drawings, Contractor Evaluation		6.0	6.0							12.0					$ 2,310.00	
	Additional Services										34.0					$ -	**$ 12,880.00**
	Survey - 6 sites											$ 7,200.00				$ 7,200.00	
	Utility Coordination		4.0	16.0	14.0						34.0					$ 5,680.00	
	TOTAL HOURS	0.0	177.0	341.0	284.0	0.0	0.0	0.0	42.0	0.0	844.0						
	HOURLY RATE	$ 225.00	$ 215.00	$ 170.00	$ 150.00	$ 140.00	$ 140.00	$ 120.00	$ 115.00	$ 75.00							
	LABOR COSTS	$ -	$ 38,055.00	$ 57,970.00	$ 42,600.00	$ -	$ -	$ -	$ 4,830.00	$ -		$ 7,200.00	$ -	$ -	$ -	**$ 150,655.00**	**$ 150,655.00**

Hourly Rates are valid thru June 30, 2026. After that date there may be a 3% increase for each 12 month period thereafter.

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 7, 2025

Agenda Item:	3.l. CC-25-104
Previous/Related Action:	N/A
Background/Issue:	• On April 1, 2025, voters approved a General Obligation Bond proposition to construct, furnish and equip a new animal welfare facility on land owned by the City and situated on Hargis Road just north of the City's Waste Management Administration Building. • On April 21, 2025, City Council approved Resolution CC-2025-6 authorizing the sale of the bonds. • On May 19, 2025, City Council approved award of the bonds and Resolution CC-2025-7 to issue the bonds. • On June 27, 2025, bonds were issued.
Proposal/Solution:	Budget amendments are necessary to reflect: • the receipt and appropriation of the bond proceeds in accordance with the bond closing certificate; and • the payment of debt service in FY26 and related ad valorem tax receipts
Financial Source/Impact:	Budget amendments are necessary to reflect: • the receipt and appropriation of the bond proceeds in accordance with the bond closing certificate; and • the payment of debt service in FY26 and related ad valorem tax receipts
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to approve budget amendments, as attached, reflecting revenues and expenditures related to the General Obligation Limited Tax Bonds, Series 2025 issued on June 27, 2025.
Prepared By:	Christy Cluck, Assistant City Manager/Finance Director
Reviewed By:	Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Closing Certificate

2. GO Bond Proceeds - Revenue - 7.7.2025
3. GO Bond Proceeds - Expenditure - 7.7.2025
4. GO Bond Proceeds - Debt Service Fund Revenue - 7.7.2025
5. GO Bond Debt Payment - Expenditure - 7.7.2025
6. GO Bond Ad Valorem Tax - Revenue - 7.7.2025

FINANCE DIRECTOR'S RECEIPT AND CLOSING CERTIFICATE

I, the undersigned, the duly qualified and acting Chief Financial Officer of the City of Stillwater, Oklahoma, (the "City") hereby acknowledges receipt on this date of the following amounts from TD Securities (USA) LLC. (the "Purchaser"), as the agreed purchase price pursuant to contract dated May 19, 2025, for obligations of the City denominated "City of Stillwater, Oklahoma, General Obligation Limited Tax Bonds, Series 2025, dated June 1, 2025 (the "Bonds").

Par Amount of Bonds	$ 8,750,000.00
Plus Premium	348,675.00
Accrued Interest	28,437.50
Good Faith Deposit	(175,000.00)
TOTAL	$ 8,952,112.50

The Purchaser remitted the above stated sum to BancFirst., Oklahoma City, Oklahoma, for credit to the City of Stillwater 2025 GOLTB Project Fund.

The City will direct the deposit of the sum of $377,112.50 (net premium + accrued interest) into the City's Sinking Fund for the payment of principal and interest on the Bonds. Thereafter, the City shall pay the costs of issuance of the Bonds in the total amount of $128,400.00 to the parties and in the respective amounts set forth on Exhibit A attached hereto from the remaining balance of bond proceeds upon receipt of invoices from the respective parties indicated thereon. The remaining balance of proceeds of the Bonds will be used to construct, furnish and equip the Project facility.

Dated this 27th day of June, 2025.

Chief Financial Officer

EXHIBIT A

City of Stillwater, Oklahoma
$8,750,000
General Obligation Limited Tax Bonds, Series 2025
Dated: June 1, 2025
Delivered: June 27, 2025

1. **Financial Advisor:**

   BOK Financial Securities, Inc.

   Fee + Expenses $ 46,250.00

2. **Bond Counsel:**

   Kiser Law Firm, PLLC.

Fee	$ 56,250.00
Expenses	1,500.00
	$ 57,750.00

3. **Paying Agent / Registrar**

   BancFirst, Oklahoma City, Oklahoma

   Acceptance Fee $ 500.00

4. **Rating Agency Fee**

   S&P Global Ratings $ 20,900.00

5. **AG Examination Fee**

   Oklahoma Attorney General $ 2,250.00

6. **Printing POS/OS**

   i-Deal LLC

   Electronic Distribution $ 750.00

The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2026

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 07/02/2025

Department: City Manager's Office **Requested by:** Christy Cluck

Explanation:

Revenue:
To reflect receipt of GO Bond proceeds related to the General Obligation Limited Tax Bonds, Series 2025 which closed on 6/27/2025.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Bond Proceeds	3310000 - 64000		$ 0	$ 9,127,113	$ 9,127,113
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 9,127,113

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: _____ **Date:** _____

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

Set ID: _____ **Date Sent to SA&I:** _____

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The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2026

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 07/02/2025

Department: City Manager's Office **Requested by:** Christy Cluck

Explanation:

Expenditure:
To appropriate GO Bond proceeds related to the General Obligation Limited Tax Bonds, Series 2025 in accordance with the Closing Certificate dated 6/27/2025.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	SAW Construction	3310000 - 54009	25GO01331	$ 0	$ 8,621,600	$ 8,621,600
	Bond Issuance Costs	3310000 - 55950		$ 0	$ 128,400	$ 128,400
	Transfer to Debt Service Fund	3310000 - 71000		$ 0	$ 377,113	$ 377,113
		-				$ 0
		-				$ 0
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 9,127,113

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: _____ **Date:** _____

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

Set ID: _____ **Date Sent to SA&I:** _____

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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 2026

Date: 07/02/2025

Department: City Manager's Office **Requested by:** Christy Cluck

Explanation:

Revenue:
To reflect transfer of GO bond proceeds to the Debt Service Fund related to the General Obligation Limited Tax Bonds, Series 2025 in accordance with the Closing Certificate dated 6/27/2025. Funds are designated for payment of principal and interest on the bonds.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfer from GO Bond Fund	1020000 - 61000		$ 0	$ 377,113	$ 377,113
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 377,113

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: _____ **Date:** _____

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

Set ID: _____ **Date Sent to SA&I:** _____

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The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2026

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 07/02/2025

Department: City Manager's Office **Requested by:** Christy Cluck

Explanation:

Expenditures:
Increase appropriations for the repayment of 2025 GO Bonds.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	GO Bond Interest	1022010 - 55518		$ 0	$ 393,750	$ 393,750
	Trustee Fee	1022010 - 55951		$ 500	$ 500	$ 1,000
		-				$ 0
		-				$ 0
		-				$ 0
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 394,250

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: _____ **Date:** _____

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

Set ID: _____ **Date Sent to SA&I:** _____

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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 2026

Date: 07/02/2025

Department: City Manager's Office **Requested by:** Christy Cluck

Explanation:

Revenues:
Increase the revenue projection to include ad valorem tax for repayment of 2025 GO Bonds.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Property Tax Revenue	1020000 - 41300		$ 1,000,000	$ 17,137	$ 1,017,137
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 17,137

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: _____ **Date:** _____

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

Set ID: _____ **Date Sent to SA&I:** _____

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RESOLUTION NO. CC-2025-12; SUA-2025-3

A RESOLUTION AMENDING TERMS AND CONDITIONS OF SERVICE FOR MUNICIPAL UTILITIES BY AMENDING SECTION I, GENERAL INFORMATION, CHAPTER 2, GENERAL POLICIES BY AMENDING SECTION 1.2.5, DENIAL OF SERVICE; ADDING SECTION 1.2.11, UNIFIED BILL; ADDING SECTION 1.2.12, IDENTITY THEFT PREVENTION POLICY; AMENDING SECTION 1, GENERAL INFORMATION, CHAPTER 3, SPECIAL PROGRAMS BY AMENDING SECTION 1.3.3, UTILITY ASSISTANCE PROGRAM; AMENDING SECTION II, POLICY MANUAL FOR UTILITY ACCOUNTS, BILLING, & COLLECTIONS, CHAPTER 4, FRAUDULENT USE OF UTILITY SERVICES BY ADDING SECTION 2.4.7, DECEASED ACCOUNT HOLDER; AND BY AMENDING SECTION III, DEFINITIONS.

WHEREAS, pursuant to Resolution CC-2023-25; SUA-2023-6, the City of Stillwater and the Stillwater Utilities Authority approved amended “Terms and Conditions of Service” in August of 2023; and

WHEREAS, the Terms and Conditions of Service have been reviewed and proposed amendments are necessary and appropriate.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STILLWATER AND THE TRUSTEES OF THE STILLWATER UTILITIES AUTHORITY:

Section 1: That the amended Terms and Conditions of Service for municipal utilities as attached hereto shall be approved and become effective immediately upon passage of this Resolution.

PASSED AND ADOPTED this 7th day of July, 2025.

CITY OF STILWATER, OKLAHOMA
a Municipal Corporation

STILLWTER UTILITIES AUTHORITY
a Public Trust

_____
William H. Joyce
Mayor/Chair

(SEAL)
ATTEST:

_____
Teresa Kadavy
City Clerk/Secretary

APPROVED AS TO FORM AND LEGALITY this 7th day of July, 2025.

_____
Kimberly Carnley
City Attorney/General Counsel

CITY OF STILLWATER

TERMS AND CONDITIONS OF SERVICE

Adopted December 1, 2008
Resolution No. CC-2008-12; SUA-2008-5

Section II: Policy Manual for Utility Accounts, Billing and Collections
Amended February 2, 2015
Resolution No. CC-2015-3; SUA-2015-1

Section IV: Deposit Schedule
Amended February 2, 2015
Resolution No. CC-2015-4; SUA-2015-2

Section V: Electric Service Rules
Amended April 4, 2023
Resolution No. CC-2023-6; SUA-2023-2

Section I: General Information; Section II: Policy Manual for Utility Accounts, Billing and Collections;
Section III: Definitions; Section IV: Utility Deposits
Amended December 16, 2019
Resolution No. CC-2019-29; SUA-2019-4

Section II: Policy Manual for Utility Accounts, Billing and Collections
Amended August 7, 2023
Resolution No. CC-2023-25; SUA-2023-6

Section I: General Information; Section II: Policy Manual for Utility Accounts, Billing, & Collections; Section III: Definitions
Amended July 7, 2025
Resolution No. CC-2025-12; SUA-2025-3

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SECTION I

GENERAL INFORMATION

CHAPTER 1

TERMS AND CONDITIONS OF SERVICE

1.1.1 PURPOSE OF TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service, as approved by the Stillwater City Council and the Trustees of the Stillwater Utilities Authority, shall govern all technical aspects for delivery of the City's utility services and all policies concerning the maintenance of accounts, billing procedures, and credit and collections procedures for those services. The Terms and Conditions consist of separate sections covering general information, utility account policies, definitions, and rules of service for each City utility service as they pertain to the various utilities. Revised sections shall supersede and cancel only those respective portions of previous Terms and Conditions of Service, or sections thereof as may be pertinent to the proposed revisions. Rate schedules are established by separate resolutions.

1.1.2 APPLICABILITY OF TERMS AND CONDITIONS OF SERVICE

Pursuant to the City of Stillwater's Anti-Discrimination Policy as set forth in Resolution No. CC-2019-12, the City does not discriminate against any person on the basis of age, race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity, or familial status with regard to access to city employment, city services and city facilities. These Terms and Conditions of Service and any modifications thereof and additions thereto lawfully made are applicable to all customers receiving utility service from the City and to all standard service agreements and contracts now existing or which may be entered into by the City, and to all rate schedules which may be established.

The City may decline to serve a customer or prospective customer until such customer has complied with the rules and regulations of the Council, Trustees, and any and all applicable federal, state, and municipal or other local laws, rules, and regulations.

The City may refuse or discontinue service to any customer for noncompliance with these Terms and Conditions of Service where it specifically so provides.

1.1.3 MODIFICATIONS TO TERMS AND CONDITIONS OF SERVICE

The Stillwater City Council retains the right to amend these Terms and Conditions of Service or to make additional terms and conditions, as it may deem necessary.

1.1.4 RESPONSIBILITY FOR PREPARATION AND ENFORCEMENT OF TERMS AND CONDITIONS OF SERVICE

The City Manager or designee has primary responsibility for the preparation, revision, and enforcement of the service rules governing technical requirements associated with each utility.

The Utility and Billing Services Director has the primary responsibility for enforcement of the administrative policies related to utility accounts, billing, and collections.

CHAPTER 2

GENERAL POLICIES

1.2.1 ACCESS BY CITY'S AUTHORIZED AGENTS

The customer shall give authorized agents of the City permission to enter the customer's premises at all reasonable times for any purpose incidental to the supplying of utility service, including tree trimming and tree removal in utility easements, and for the purpose of reading meters. It is not required for authorized City employees to seek permission from the customer to enter the premises for such purposes.

All authorized agents requiring access to premises of a customer shall be furnished with a badge or means of identification.

1.2.2 REFUSAL TO PROVIDE ACCESS

Refusal on the part of the customer to provide access for City authorized purposes after reasonable request shall be deemed to be sufficient cause for discontinuance of service. The customer will be notified by letter if the premises are deemed inaccessible and will be asked to contact the City within five (5) days to arrange for necessary access. Lack of response from the customer may result in discontinuance of service without further notice.

1.2.3 METER SEALS

No person, other than an authorized agent of the City acting in an official capacity, shall break the seal on any meter unless lawful authority from the City to do so has been granted in writing.

Licensed electricians who break the seal for the purpose of completing necessary repair work shall return the meter to its original status, whether the meter was on or off, and reseal the meter with the appropriate seal which has been issued to them by the City of Stillwater before they leave the premises. Failure to do so is a violation of Stillwater City Code and violators are subject to prosecution.

1.2.4 RIGHT OF SELF-DEFENSE

Authorized City employees and agents may carry pepper spray, animal bite stick or any other device deemed appropriate for self-defense.

1.2.5 DENIAL OF SERVICE

The City reserves the right to refuse to provide service to a customer, at any premises, until all delinquent bills for prior or current utility services incurred with the City are paid or acceptable arrangements for payment have been completed.

The City may refuse to provide service to an applicant when the applicant has not provided

acceptable, valid and non-expired proof of identity. Acceptable, valid and non-expired proof of identity may include the following: driver's licenses or state identification card; social security card; student identification card; passport; birth certificate; or any other verifiable proof which would establish identity.-

The City shall not be required to provide service to a customer due to misrepresentation of identity or facts for the purpose of obtaining service or use an alias, trade name, business name, relative's name or another person's name as a device to escape payment of an unpaid obligation for prior utility service provided to the consumer. The City may not require a payment of unpaid utility bills of any other person, except where the previous customer remains an occupant or user, as a condition to furnishing utility service. (*See Oklahoma Administrative Code, Title 165: Oklahoma Corporation Commission, Chapter 35. Electric Utility Rules, 165:35-23-1. Denial of service to a consumer*.)

1.2.6 DEFECTIVE CONDITIONS

The City reserves the right to discontinue service to any customer without advance notice when a defective condition of wiring, lines, or equipment upon the premises of the customer results, or is likely to result, in danger of life or property or in interference with proper service to others. Service to the customer will not be resumed until the dangerous condition has been remedied to the satisfaction of the City. If such dangerous condition is the result of tampering with City equipment, other sections of these Terms and Conditions may also apply.

1.2.7 NON-SEPARATION OF SERVICES

When a customer applies for service at an account where more than one type of utility service is available, the customer must assume responsibility for all City utilities available at that address, whether or not the customer chooses to utilize those services. For example, if a customer requires only electric service at an address where water and sanitation services are also available, the customer is responsible for payment of billing for all three services, including the respective customer charges.

1.2.8 MULTIPLE ELECTRIC SERVICES

A non-residential customer may take electric service at one location under more than one rate schedule, if the services are separately metered, are in compliance with applicable code requirements, and otherwise meet the rules of electric utility service.

1.2.9 WATER LEAKS

The City will not be liable for any loss, damage, or injury whatsoever caused by leakage, escape, or loss of water after same has passed through the meter, nor for defects in the customer's piping or fittings. The customer is responsible for the cost of all water that passes through the meter in addition to relevant sewer charges. All pipes and fixtures on the customer's side of the meter shall be kept in good repair and free from leaks at the expense of the customer, and not of the City.

1.2.10 OPEN RECORDS

The City of Stillwater complies with the Oklahoma Open Records Act. Requests for information pertaining to utility accounts may be granted in accordance with the requirements of the act.

1.2.11 UNIFIED BILL

The City reserves the right to use a single unified bill (i.e., a single statement that includes the charges for all municipal utilities). Partial payments will be applied to the utility service according to the policy set forth by the City.

1.2.12 IDENTITY THEFT PREVENTION POLICY

The City has adopted, by Resolution No. CC-2024-6, an Identity Theft Prevention Policy in accordance with the Fair and Accurate Credit Transactions Act ("FACTA") which provides consumers with increased protection from identity theft. As a result of FACTA, a federal program called "Red Flag Rules" has been developed. A "Red Flag" is a pattern, practice or specific activity that indicates the possible existence of identity theft. The Identity Theft Prevention Policy intends to comply with the Red Flag Rules and to reduce the risk of identity theft that could adversely affect the City's customers and/or the safety and soundness of the City. Based on the definition of "covered accounts" contained in the Red Flag Rules and Identity Theft Prevention Policy, the City considers all residential utility accounts and certain commercial or business accounts in an individual's name as covered accounts subject to the Identity Theft Prevention Policy. Such accounts relate to personal, family, and household purposes or any other account in which there is a reasonably foreseeable risk to customers or to the safety and soundness of the City. To protect you from the possibility of identity theft, our customer service agents may ask for additional identifying information or refuse to talk to a third party on your account due to this regulation.

CHAPTER 3

SPECIAL PROGRAMS

1.3.1 **"MEDICAL ALERT" UTILITY ACCOUNTS**The City of Stillwater maintains a list of customers who submit written evidence that their health would be seriously impaired if electricity or water were disconnected, due either to outages or to non-payment of a utility account. This list is coordinated by the Utilities and Billing Services Division and disseminated to the Electric, Water, Emergency Coordination and Communication, Police, and Fire Departments, so that the City can expend all necessary efforts to maintain continuity of service to these consumers.

A customer may qualify for this category of service by supplying an affidavit from a physician that loss of electricity or water will cause serious impairment to the health of an individual who is in permanent residence at the account address for which "Medical Alert" consideration is being requested. Upon receipt of the affidavit and completion of an information sheet that will provide the data necessary for any affected department to properly serve the account, the electric meter(s) associated with the service address will be sealed with a unique "Medical Alert" seal to identify the service as one that requires special consideration.

The City will make all reasonable attempts for payment arrangements before the service is disconnected**.** Approval for an impending disconnection will be obtained and documented by the Utility and Billing Services Director, the Finance Director, or the City Manager, or their designees.

Medical Alert status need to be recertified yearly by the customer. Failure to recertify the account will result in removal from the program. If the customer is no longer living at the premises the Medical Alert services are no longer needed, it is the customer's responsibility or their designee to immediately notify the City.

1.3.2 **AVERAGE BILLING PROGRAM**

For customers who wish to pay levelized monthly payments over the course of the year, the City

offers an average billing program, available to customers who have received a utility bill in the customer's name at the service address for twelve (12) consecutive months, whose account is current and whose account has not been removed from the program within the past 12 months. An Average Billing Agreement must be signed and filed with the City.

1.3.3 UTILITY ASSISTANCE PROGRAM

The City of Stillwater may enter into an agreement with a Utility Assistance Program Administrator to ~~and Central Oklahoma Community Action Agency, Inc. (COCAA) support~~offer a joint program to provide emergency assistance for citizens in paying their utility bills. The funds for this assistance are provided by individual donations and all monies are held by the City of Stillwater. The program is administered by the City's Utility Assistance Program Administrator in accordance with a written agreement.~~in full by COCAA.~~

Citizens can make donations to the fund by overpaying their monthly utility bill by the amount that they wish to donate. The return portion of each utility bill contains a field for donors to signify the amount they wish to donate to the program. The City retains records of all donations, ~~which are then~~and donations are distributed based on recommendations made by ~~COCAA~~ the Utility Assistance Program Administrator as a credit to the customer's utility account.

SECTION II

POLICY MANUAL
FOR UTILITY ACCOUNTS, BILLING, AND COLLECTIONS

CHAPTER 1

CONTRACT FOR UTILITY SERVICES AND DEPOSIT

2.1.1 CONTRACT FOR ELECTRIC, WATER, WASTE WATER AND SOLID WASTE UTILITIES

Responsible Party

Each customer desiring electricity, water, waste water, and/or sanitation service from the City shall complete a contract in person or by phone in the Utility and Billing Services Division, located in Stillwater's Municipal Building. The account will be placed in the name of the person who signs or who had signed the previous application, and that applicant shall become the party responsible for the account. First time customers who are not able to appear in person, during business hours can submit, by mail, a valid, notarized, completed contract.

Information and Identification

Completion and validation of the Contract for Utility Services is subject to the applicant providing the true name of the applicant, mailing address, telephone number(s), social security number or other identification number, employer, next of kin not residing at the same address, and such other information as the City may deem necessary in order to ensure the effective billing and collection of each account.

Identification to substantiate the signature of the applicant and proof that the applicant is at least eighteen (18) years of age must be presented when the agreement is filed.

A legible, valid copy of an existing lease *or* a bill of sale may be required when a customer is applying for service.

Refusal to provide requested information or identification or providing false information may result in denial or termination of service.

Deposit and Processing Fee

Any necessary deposit shall be made at the time the Contract for Utility Services is completed. A processing fee is billed on the first monthly utility bill. Agreements and security deposits required in this section shall be deposited with and made of record in the Office of the Director of Finance.

2.1.2 INSPECTION OF PREMISES

The City of Stillwater may, at its option, inspect the premises prior to final approval of any service contract. If said premises are in conformance with these Terms and Conditions of Service and all applicable provisions of Stillwater City Code, and the Contract for Utility Services has otherwise been approved, the necessary connections and installations shall be made. However, the Contract for Utility Services will be deemed not to be approved if unacceptable conditions are found at the premises during the inspection. No service connections will be made until all such conditions have been corrected in accordance with all applicable local, state, federal, and other laws, rules, and regulations.

2.1.3 NEW DWELLINGS

After a permit for occupancy of any new dwelling or business concern has been approved and issued by the Community Development Department, Utility and Billing Services shall notify the occupant by letter or phone that a Contract for Utility Services must be completed and a deposit may be required by the City within ten (10) calendar days from the date of said letter. Failure to comply with such notification may result in disconnection of any existing services.

2.1.4 UNAUTHORIZED SERVICE

If the City leaves utility service(s) connected at a vacant premise, it does not constitute consent by the City for use of such services without completion of proper application for installation of said services. Nor is it permissible for occupants, whether authorized customers or not, to turn on services themselves or to cause services to be turned on by anyone other than City personnel acting in compliance with these Terms and Conditions.

The City may hold the owner of the property responsible for any unauthorized usage. Failure to complete the Contract for Utility Services will result in termination of service, in accordance with these policies. Occupants who have used service without completing the required application procedures shall be liable to the City for the deposit amount, as well as for payment of bills resulting from usages, estimated or actual, on all services available to the premises, billed at the prevailing rates. All relevant fees and charges must be paid prior to any connection or reconnection of service at that or any other premises.

Said occupants will be required to show a lease or document specifying when occupancy began and will be billed from the reading nearest the commencement date of the occupancy. If no such document is available, billing will occur using the last available reading for the previous customer at that premises.

If it appears that metering was bypassed or other evidence of tampering is found, services will be discontinued immediately, without notice. Further, the City may estimate usage and bill the occupant based upon those estimates. Any resulting fees and charges, including charges assessed for damage to City property, together with any other outstanding utility bills, must be paid prior to any connection or reconnection of services at that or any other premises.

2.1.5 TEMPORARY SERVICE

The City of Stillwater may from time to time install service without requiring a deposit. Such service will be granted for limited periods of time and only under specific circumstances, including but not limited to:

1)	Landlords of vacant premises	180 days
2)	Builders/renovators of vacant premises	180 days
3)	Divorced party at same premises	30 days
4)	After-hour installations	2 days

The customer is required to complete and sign a Temporary Utility Service Agreement prior to or at the time of installation and to pay a nonrefundable processing fee. All other billing activities will follow standard procedures.

Payment for any and all electric, water, wastewater, and sanitation base fees and usage charges will become the responsibility of the customer, whenever such services are tied to the account.

Temporary service will be disconnected without further notice on the expiration date designated on the Temporary Utility Service Agreement. A Contract for Utility Services must be completed and a deposit tendered, together with all associated reconnect fees, before service will be reconnected. It is the customer's obligation to make arrangements for permanent service. The City will not be responsible for any damages resulting from authorized disconnection of utility service(s). Service may be disconnected if it is determined that the premises is being occupied under this temporary agreement when request has been made for vacant premises service.

The City may decline to grant temporary service if the applicant has any delinquent account(s) for utility services at any premises. A deposit may be required for temporary service if the customer has not maintained a good payment history.

2.1.6 AFTER HOURS SERVICE

Utility and Billing Services personnel may install service for residential customers after normal working hours utilizing the Temporary Service Agreement. This service is not available to commercial establishments or to property managers/landlords.

A processing fee will be charged to the account and will appear on the first bill. The account holder is liable for the processing fee whether or not permanent service is established.

The customer will be allowed two (2) working days to complete a Contract for Utility Services and pay a deposit according to the standards set forth in these policies. If no such agreement has been completed nor deposit paid within that time, service will be disconnected immediately. A disconnect fee will be billed and service shall not be reinstated until a Contract for Utility Services and deposit review has been completed and any required deposit paid as well as a new installation fee and the disconnection fee.

2.1.7 TRANSFER OF SERVICE

The Contract for Utility Services and the associated deposit are only transferable in the event that a customer of record is deceased. A transfer of service between a legally married couple is required. A new Contract for Utility Services shall be completed by the new responsible party within 120 days. A death certificate and marriage license may be required.

Service at a new address for a customer moving within Stillwater may be established by

transferring of the current deposit if it is deemed to be of adequate amount. The transfer of the deposit can only be made by the responsible person listed on the account.

Service will not be transferred if, on the date for which a connection is requested, there exists or will exist any past due balance on any prior account(s) after any existing deposit amount(s) have been applied. If the deposit is being transferred to the new location, the transfer must not overlap for more than one week. Otherwise, both accounts will need to be secured with a deposit based on the current deposit schedule.

Any outstanding balance from a closed account may be transferred to an open account under the same customer's name.

2.1.8 RESPONSIBILITY FOR CHANGES IN SERVICE

It is the responsibility of the customer to notify the City of any changes in occupancy that will affect the billing and/or service of the customer. Changes may be requested in person, in writing, or by telephone. However, the City will not be responsible for any error or omission in account changes if requests for changes are not made in writing. For any request necessitating installation of service, the customer must contact the City of Stillwater and may be required to sign a new Contract for Utility Services and tender a new deposit in person and in accordance with these policies.

2.1.9 TERMINATION OF SERVICE

When a customer elects to terminate service, it is the customer's responsibility to notify the City as to the day such termination is desired. The request to terminate the service must be made by the account holder. A 24-hour notice may be required. The customer will be responsible for all charges accrued on the account until termination arrangements have been made or another customer elects to become responsible for the account in accordance within these Terms & Conditions**.** The City may disconnect service at any time on the day for which the disconnection is requested.

The City will read the appropriate meter(s) on the requested termination date, and may, at its option, disconnect the service. The City may require at least one days' notice for disconnection. A final bill will be prepared as a result of the final reading(s) and mailed to the current or forwarding mailing address of record. Any outstanding security deposit will be applied against the final account balance.

If the deposit is insufficient to cover the total balance, the customer will be required to pay all expenses incurred by the City of Stillwater in their collections efforts. These charges may include all costs and fees if turned over to a collection agency. If at the time the charges would be turned over to the collection agency, the balance is less than $5.00, the City will issue a credit to zero out the account balance.

If service has been disconnected according to a customer's request and the customer then requests a temporary reconnect at that address for any reason, the customer must provide verification that the reconnect request is duly authorized by the party responsible for the account. A reconnection fee must be paid.

2.1.10 APPLICABILITY OF UTILITY SERVICE DEPOSITS

Every potential customer requesting utility services from the City of Stillwater may be required to make a deposit. A deposit may be made for every completed Contract for Utility Services and for each separate premises except as may be otherwise specified in these policies.

Utility deposits shall be held by the Director of Finance. In the event a customer discontinues service or the account is otherwise closed, the Director is hereby authorized to credit the customer's account in the amount of the outstanding deposit, if any. A potential refund shall not be used in lieu of tendering a new deposit for service at a new location. Further, if the meter or meters located on the premises are damaged in any way, except by ordinary wear, as ascertained by the appropriate utility director, the whole of the deposit or as much thereof as is necessary to pay for repair of damages shall be deducted from the deposit before any refund is made.

2.1.11 AMOUNT OF DEPOSITS

Residential

For the purpose of guaranteeing payment of the final monthly utility bill, a residential deposit may be required at the time the Contract for Utility Services is completed, and before service is installed. The amount of such deposit shall be determined according to the currently approved Deposit Schedule in Section 4.1.1.

An existing deposit will not be reduced due to a name change on the account if the same customer is still residing at the address.

Upon notification of a bankruptcy, the City may request a new deposit to establish a post-bankruptcy account in an amount to be determined by the deposit schedule. The current deposit on file will be held on the bankruptcy account until notified by the bankruptcy court as to how it is to be disbursed.

Commercial

Deposits for commercial and business establishments shall be determined based on the currently approved Deposit Schedule in Section 4.1.2. In particular, if the place of business has been newly constructed, square footage and type of business will be obtained and compared to existing businesses in the City. The amount of deposit may be determined, at the discretion of the Utility and Billing Services Director or designee, by comparing the incoming business with equivalent businesses where City utility services are established.

The first time a commercial account is issued a disconnection notice, a letter will be sent to the address on record that upon issuance of a second notice, the account may be billed the maximum amount according to the deposit schedule.

After twelve (12) continuous months of service, a commercial/business establishment may request that the amount of deposit be reviewed and adjusted to an amount determined to be the actual average monthly utility bill for the most recent twelve months of service. Such adjustment may result in an increase or decrease to the existing deposit. However, if payments on the account have been late more than once in the preceding twelve (12) month period, no adjustment will be made that decreases the existing deposit amount and an additional deposit may be required.

Upon notification of a bankruptcy, the City may request a new deposit to establish a post-bankruptcy account in an amount to be determined by the deposit schedule. The current deposit on file will be held on the bankruptcy account until notified by the bankruptcy court as to how it is to be disbursed.

2.1.12 IRREVOCABLE LETTER OF CREDIT OR SURETY BOND

In lieu of a cash deposit for guaranteeing payment of the final utility bill, commercial and business establishments may proffer an Irrevocable Letter of Credit or Surety Bond, designating the City as beneficiary. Any letter of credit or surety bond so given shall be renewed automatically by the customer. Failure to keep such letter of credit or surety bond current shall be treated in the same

manner as failure to pay a monthly utility bill, and may result in disconnection of service.

2.1.13 REFUNDING OF DEPOSITS

After eighteen months of continuous service with no more than two late payments or any disconnection notices, the service deposit may be applied to the customer's utility account. Hydrant meter deposits will not be applied and/or refunded until the account is closed. Once the deposit has been returned to the customer, should the utility account payment history exceed two or more late payments, receive any disconnection notice, or get turned off for non- payment in the previous eighteen month period, a new deposit may be required on the account.

2.1.14 DEPOSIT-EXEMPT STATUS

Federal, state, and local governmental agencies shall be exempt from making deposits with the City. Public schools shall also be classified as exempt from making deposits.

2.1.15 UNCLAIMED MONEY

Deposits

When a utility account is closed, all existing deposits will automatically be applied to the account. Any remaining funds will be returned to the customer by check. If the deposit refund check is found to be undeliverable by the postal service, the City will make all reasonable attempts to locate the customer. When all reasonable steps to find the customer have been taken, and the check cannot be delivered, the check will be held in the Department of Finance for 90 days from the date of issue. After such time, the check becomes void and is subsequently handled by the Department of Finance in accordance with prevailing and applicable State regulations.

Credit Balances

If a credit balance arises on a closed utility account for any reason the credit balance may be transferred to an active account for the same customer. If no such account exists, a request for reimbursement to the customer will be made through the City's accounting system. If a check authorized through this system is deemed to be undeliverable by the postal system, and further steps to identify a correct mailing address have failed, the check will be held by the Department of Finance for 90 days, to be subsequently handled by that department in accordance with prevailing and applicable State regulations.

2.1.16 LOST CHECKS

When utility refund checks of any nature have been sent to the last known address of a utility customer, but have not been received by the customer, the City may, at its option and after a reasonable amount of time has elapsed, issue a "stop payment" request to the bank on which the lost check was drawn, and initiate those internal procedures appropriate for recreating the check.

The customer may be responsible for the stop payment charges according to the fee schedule.

CHAPTER 2

BILLING AND BILLING ADJUSTMENTS

2.2.1 APPLICABILITY OF BILLS

No person shall use any utility service provided by the City without paying for same, unless otherwise authorized by appropriate City officials.

2.2.2 DELIVERY OF UTILITY BILLS

The City may mail a bill for utility services to the address at which service is taken or to such other address as designated by the customer; however, the City reserves the right to adopt other methods for delivery of bills.

Delivery is deemed to have taken place when, according to the City's records, a bill or any notice containing billing or past due information has been properly delivered to the U.S. Postal Service or sent by electronic notification to an account provided by the customer.

Failure to receive a duly delivered bill or other notification in no way exempts a customer from liability for payment of services and any application of late fees or other fees resulting from disconnection of services.

2.2.3 LATE PAYMENTS

If the balance of each monthly bill is not received in the Utility and Billing Services office on or before the “due date” as printed on each bill, a late payment charge may be applied to the next bill. The “due date” shall be no sooner than twenty-one (21) days after “date of bill” which is the date the bill is sent.

Each late charge applied to a utility account, whether due to non-payment or late payment, shall cause a “late payment indicator” to be generated within the computerized master account record.

2.2.4 READING AND BILLING CYCLES

City meters shall be read at monthly intervals. Should it not be possible to read meters for each billing period, the City may submit an estimated bill to the customer, based upon previous usage and other available information, to be adjusted, as necessary, when the next actual reading is obtained. Alternatively, the monthly bill may include notification that no usage was calculated for the current billing period and that charges for two months' usage will appear on the next bill.

2.2.5 BILLING RATES

The City's Standard Rate Schedules state the conditions under which each rate for each service is available. The Schedules also state the terms or period of time for which each is established.

Design of the rate structure shall be the responsibility of the appropriate utility director. Questions concerning the design of the rate schedule shall be addressed to that director.

2.2.6 BILLING FOR WASTE WATER SERVICE

Fees for waste water services may be calculated according to a "winter average" formula or actual water usage if the required months are not available or it is determined that winter averaging would not be of benefit to the customer. The stipulated formula shall be used automatically unless the customer prefers that wastewater charges be calculated from actual monthly water consumption. If the "actual water usage" method is selected by the customer, it must remain in force for twelve (12) months or until service is terminated.

2.2.7 BILLING FOR SANITATION SERVICE

Refuse collection services are available to every dwelling, business, organization, or other utility customer within City of Stillwater city limits, and are billed whether or not the services are used. Sanitation fees can be waived only if the metered services associated with the account register minimum or “zero” usages for the billing period, or if the billing period consists of seven

(7) days or less or at the discretion of the Director of Waste Management.

2.2.8 ROLL OFF CONTAINERS

Roll Off Container accounts are subject to the same rules and regulations as other services in regards to billing, late penalties, and collection procedures. A deposit may be required.

2.2.9 TESTING OF METERS

It is the responsibility of the appropriate utility director to keep all meters related to the utility in good repair and proper working condition without cost to the customer, except where the customer may become liable, as stated in these Terms and Conditions of Service. All meters, whether electric or water, shall be inspected and tested as often as is deemed necessary and sufficient by the City in order to ensure their good working condition and accurate calibration. The City may replace any meter at any time, at its option.

The City will test the accuracy of any customer's electric and/or water meter within thirty (30) days after receipt of a written request from the customer and prepayment of the stipulated meter test fee. When the City has the ability to test the meter in-house**,** the customer may request to be present, during normal working hours when the meter is tested.

Further, the customer may, at the customer's option and own expense, have an expert or other representative present at the time of the test.

If the tested electric or water meter is found to be more than two per cent (2%) incorrect, the City will credit the cost of the meter test to the utility account, correct the billing, as set forth elsewhere in these policies, and shall replace or adjust the meter. In the case of customer requested water meter tests, the water meter shall be replaced at the time of the test. However, the result of the meter test will be the only determining factor in ascertaining whether an adjustment to the billing is warranted.

If the electric or water meter is tested and found to be within the accuracy limits of two per cent (2%), whether slow or fast, the City will not refund the meter test fee nor make any adjustment to the account.

2.2.10 ADJUSTMENT OF BILLS RESULTING FROM METER ERROR

If the results of any meter test, whether requested by the customer or performed at the option of the City, show that a meter registers inaccurately by more than two per cent (2%), fast or slow, the City will correct the customer's utility bills, using the percent of error as the factor for calculating adjustments:

A. Fast Meters: The City shall credit to the customer's account the amount overcharged during previous billing periods, not to exceed six (6) months.

B. Slow Meters: The City may charge for the electricity or water consumed but not included in bills previously rendered, for a period not to exceed six (6) months.

C. Clerical/Technical Errors: If a meter or account record is found to have an incorrect register, connection, multiplier, or constant, or if a meter is found not to register or to have been registering intermittently for any period, or if a clerical error of any nature has been made on the account, the error shall be corrected and the account adjusted. Billable usage may be estimated based on such information as is available from the City's records and as is deemed reasonable in comparison to previous usage at the same account or similar usages at

comparable accounts.

When the error is adverse to the customer, a credit adjustment will be made to the account for the amount charged due to incorrect metering or due to errors in billing calculations for the period of time that the bills were in error, but not to exceed six (6) months. When the error is adverse to the City, the City may charge the customer the undercharge for the utility service incorrectly metered or billed for the period of time that the bills were incorrect, but not to exceed six (6) months.

D. Minimum Adjustment: No billing adjustment will be made where the full amount of the adjustment is less than $1.00.

E. Payment of Retroactive Billing: The City may accept installment payments for account adjustments issued due to meter, billing, or technical errors. The maximum period of time for such installment payments to be spread may equal, at the discretion of the Utility and Billing Services Director, the same amount of time over which the error existed, but not to exceed six (6) months.

F. Objections to Retroactive Billing: If the customer should object to a retroactive billing, the objection must be made in writing to the Utility and Billing Services Director on or before the Due Date specified for payment of the retroactive bill. Non-payment of the disputed amount will not cause the account to be subject to disconnection; however, the maximum objection period is limited to three (3) months. Thereafter, the account may become subject to disconnection, even if the dispute is unresolved.

During a period of dispute, applicable minimum charges and all properly billed subsequent charges shall be due and payable on each respective due date. Service will become subject to disconnection if current charges become delinquent, even if resolution of the disputed amount is still pending.

G. Routine Testing: These procedures shall not apply to routine testing and/or replacement of meters.

2.2.11 ADJUSTMENT OF BILLS FOR INCORRECT SANITATION CHARGES

Where it has been established that sanitation charges have been incorrectly billed, whether or not the error is adverse to the customer, the City will adjust the billing account for the amount over-billed or undercharged. Such adjustment is to be calculated from the month in which the error occurred; the period subject to retroactive adjustment is limited to six (6) months. If necessary, the City will accept payment in installments over a reasonable period of time, but not to exceed the length of time during which the error existed and not to exceed six (6) months.

2.2.12 ANALYSIS OF APPLICABLE ELECTRIC RATE

Annually, Utility and Billing Services will analyze all nonresidential electric customer accounts that meet one or more of the established criteria for the GS or PLS rate schedules. This will be done in November in order to include the most recent “on peak” months.

The guidelines as set forth in the rate schedules will be the only basis for establishing each customer's billing rate. These guidelines stipulate each customer's appropriate rate; it is not possible for a customer to meet the criteria for more than one rate at a location served by a single meter. The fact that one rate or the other might entail cost efficiencies to the customer who minimally meets the established criteria will not be a consideration; 'kwh' and 'kw' parameters will be the only factors for determining the correct billing rate. Once the rate is established, that rate

will be in effect for the following 12 months of billing.
New commercial customers will normally be placed on the GS rate for their first three full months of operation. At the end of this time, the account will be evaluated to determine the customer's appropriate billing rate. If the criteria indicate that the PL-S rate would have been the correct rate, the customer's rate will be changed and there may be a one-time adjustment for the difference that would have resulted had the customer been on the PL-S rate since inception of service. However, no additional billing will result if the PL-S rate would have incurred higher monthly bills. Future assessments will occur in November of each year, but there will be no retroactive adjustments.

Since the City will perform annual analyses of high usage accounts, it will be the City's task to assign the appropriate annual rate. No notifications of rate changes will be sent to customers; contracts for selection of rate will not be relevant; no credits for being on an inappropriate rate will be forthcoming.

CHAPTER 3

CREDIT AND COLLECTION POLICIES

2.3.1 DELINQUENT ACCOUNTS

Charges for utility service shall be due and payable monthly on such dates as shall be determined by the City of Stillwater, Utility and Billing Services Division. Each customer's monthly bill shall have printed thereon the date on which payment is due in full. If a monthly bill is not paid by the indicated due date, a late payment charge is assessed and the account is delinquent and becomes subject to disconnection.

2.3.2 NOTIFICATION OF DISCONTINUATION OF SERVICE

In the case of discontinuation of service due to non-payment of account, the following procedures shall apply, except as otherwise provided for in these policies:

A. A written notice stating the amount that must be paid in order to avoid discontinuation of service shall be sent by mail to the mailing address of the customer or sent by electronic notification to an account provided by the customer.

B. The notice shall be sent at least five (5) business days prior to the disconnect date shown on the notice. The customer has the right to contact Utility and Billing Services and request a review of the account and/or meet with a representative in the event the customer disagrees with the amount due.

2.3.3 DISCONNECTION OF SERVICE

A. Disconnects with Prior Notice:
The City may discontinue utility service to a customer for the reasons set forth below, as long as notification of impending discontinuation of service has been sent to the customer in a timely manner, as set forth herein these policies, and in such manner as the City deems necessary and appropriate. Failure to receive or acknowledge notification shall not be cause for delay of the disconnection. Disconnection may take place at any time during normal working hours on or after the day designated for disconnect.

1) Nonpayment of any bill, or any portion of a bill, properly rendered by the City to the customer for any utility service.
2) Refusal by the customer to provide reasonable access for authorized City personnel to

read, service, or otherwise maintain City equipment located on customer's premises, in accordance with these policies.

3) Violation of or noncompliance with an approved rule of service of the City, including these Terms and Conditions of Service.
4) Violation or noncompliance with of any rule or regulation of any applicable federal, state, municipal, or other local laws, rules, or regulations.
5) Failure by the customer to complete a Contract for Utility Services or to furnish a deposit.
6) Failure by the customer to complete the Contract for Utility Services in the true name of the customer.
7) Returned checks, bank drafts or electronic payments**.**
8) A household member, as defined in definitions, who owes a previous bill to the utility company.

B. Disconnects with Simultaneous Notice:
The City may discontinue utility service without advance notice to a customer for any of the reasons set forth below. However, notice will be posted at the premises at the time of discontinuation of service, indicating the reason for the disconnection.

1) Existence of a dangerous or defective condition of wiring, plumbing, or utility-related equipment on customer's premises.
2) Fraudulent use of electricity or water.
3) Tampering with the City's regulating and measuring equipment or other property.

C. Disconnects without Notice:
Under the following conditions, utility service may be disconnected without notification, either prior to or at the time of disconnect. Notice of the original disconnect date will have been made in writing at the time that the related agreement was signed, a copy of which was then given to the customer.

1) Expiration of a Temporary Utility Service Agreement.
2) Failure to comply with the terms of a Utility Payment Extension Agreement.

2.3.4 EXTENSION OF TIME TO PAY

A. If a customer is unable to pay an outstanding amount on a utility bill and is in danger of service being disconnected, the customer may request an extension of up to fourteen (14) days to pay the account, provided that:

1) A Utility Payment Extension agreement is completed and approved by Utility & Billing Service representatives.
2) The amount of the agreement includes the entire balance of the account, and;
3) Such agreement is executed prior to the employees' arrival at the premises to disconnect the utilities.
4) A 3 day extension may be granted for the only disconnection amount and agreement is executed prior to an employees' arrival at the premises to disconnect the utilities.

B. Only two (2) extensions may be granted within any calendar year and each extension is limited to a maximum of fourteen days. Two extensions may be granted in succession only if approved by a Supervisor.

C. Failure to comply with the terms of any extension agreement will result in disconnection of service without further notice. No additional extension will be granted for one year from the date of the broken agreement.

D. Additional extension time may be granted due to special circumstances at the discretion of

the Utility & Billing Services Director or their designee.

2.3.5 DISHONORED CHECKS, BANK DRAFTS OR *ELECTRONIC TRANSFERS*

In the event a customer should offer payment for any utility bill, deposit, fee, or portion thereof, by means of a check, bank draft or electronic transfer which is not honored by the payer's bank for any reason, a service charge shall be assessed.

Notification shall be delivered to the customer's premises that a check, bank draft, credit card payment or electronic transfer has been returned unpaid. Failure to replace the dishonored check, bank draft or electronic transfer and service charges with cash, certified check, credit card or cashier's check before 9:00 a.m. on the disconnection date will result in immediate disconnection of utility service.

The City may resubmit a dishonored check or bank draft to the bank on which it was drawn only upon the payer's specific request to do so. The City reserves the right to contact the payer's bank to insure that sufficient funds are available to cover the amount of the check, should the customer request its resubmission. If resubmitted, the return check charge will be billed to the customer's utility account.

In the event that two (2) dishonored payments have been tendered to the City of Stillwater as payment for utility service within a calendar year, payment of monthly bills by such customer for the remainder of the calendar year shall be accepted only when tendered by certified or cashier's check, cash or by credit card.

2.3.6 RECONNECTION OF SERVICE

When any utility service has been disconnected, reconnection shall occur only upon certified correction of the condition that caused the disconnection, including payment of any applicable costs and/or penalties, upon payment of the total past due amounts, and upon payment of all fees. Furthermore, the deposit amount will be subject to review, based on the deposit fee schedule**.** Under no circumstances will the deposit be less than the currently existing deposit on the account.

2.3.7 SUMMARY OF CUT-OFF POLICIES

A. Commercial accounts:
   1) Weather does not affect cut-off;
   2) Payment of all past due amounts made before 9:00 a.m. of the day indicated for cut-off will stop cut-off procedures;
   3) Returned checks, returned bank drafts or returned electronic payments are to be picked up with cash, cashier's check or by credit card by 9:00 a.m. on the disconnection date.

B. Residential accounts:
   1) Service will not be cut off when weather forecasts indicate that the temperature will fall to thirty-two (32) degrees Fahrenheit or below;
   2) Service will not be cut off when weather forecasts indicate that the heat index will be above one hundred (100) degrees Fahrenheit on the disconnection day;
   3) Payment of all past due amounts made before 9:00 a.m. of the day indicated for cut-off will stop cut-off procedures; returned checks, bank drafts, or electronic transfers are to be picked up with cash by 9:00 a.m. the first business day after the customer has been notified that a check or bank draft has been returned to the City;
   3) Service will not be disconnected on the day before any legal holiday;
   4) Service will not be disconnected during Christmas holidays (December 23 - January 1).

2.3.8 COLLECTION POLICIES

A) Once staff has arrived at the location or service has been disconnected, payment of the entire past due balance on the account and/or any additional deposit and fees ~~is~~ shall be required before service is left on or turned back on.
B) Employees responding to calls for connections or reconnections will carry a receipt book in order to record and provide customer receipts for payments taken in the field. Employees will not accept cash. Applicable charges will need to be paid no later than 9:00 a.m. on the first business day after service was connected to the Utility and Billing Services Division. If payment is not received the service will be disconnected.
C) Agreements granting extensions of time for payments on account must be approved by the Utility and Billing Services Director or an authorized representative.
D) If a designated cut-off date for which proper notification has been given is delayed because of inclement weather, service may be cut within the next five working days without further notice. If service cannot be cut within that time frame**,** a new cut-off day shall be established and a second notification shall be given indicating the new cut-off day.
E) The city reserves the right to use an outside collection agency.

CHAPTER 4

FRAUDULENT USE OF UTILITY SERVICES

2.4.1 CUSTOMER'S RESPONSIBILITY FOR CITY PROPERTY

A. No person shall deface, damage, or destroy any City property.

B. No regulating or measuring equipment or other property or equipment owned by the City, wherever situated, whether upon the customer's premises or elsewhere, shall be tampered with, removed, worked on, or interfered with, either for the purpose of adjustment or otherwise, except by authorized representatives of the City acting in their official capacity.

C. The customer shall be responsible for all damage to or loss of City property located on the premises of said customer, unless the damage or loss is proven to be beyond the customer's control. In addition, the customer shall be responsible for any and all costs incurred by the City in the removal, relocation, or modification of the City's property, equipment, or facilities when such removal, relocation, or modification has been necessitated by some act of the customer and results in inaccessibility, danger, or interference with utility service.

2.4.2 RESALE AND/OR SUB-METERING

A. Utility service delivered to customers shall be for use upon the premises of the customer only. Utility service shall not be resold off the premises or delivered for use off the premises.

B. No person shall allow sub-metering for any utility service without express, written authorization and consent by the City.

2.4.3 METERED SERVICE

It shall be unlawful for any person to receive or use any utility service from the City's distribution systems which has not passed through a meter. All meters must meet all City specifications and all the provisions of these Terms and Conditions. No person shall install piping or wiring or make connections or attach pipes or wires to service lines in such a manner that service

may be obtained without being supplied according to these Terms and Conditions.

2.4.4 EVIDENCE OF UTILITY SERVICE DIVERSION

Proof of the existence of or an attempt to create any bypass, tampering, or unauthorized metering shall be deemed prima facie evidence that the customer at the premises where such bypass, tampering, or unauthorized metering or an attempt thereof occurred had knowledge of the bypass, tampering, or unauthorized metering or an attempt thereof, if it is proved that the customer is an occupant of the premises and that said customer had or controlled access to the meter or other utility equipment where the bypass, tampering, or unauthorized metering or attempt thereof occurred.

2.4.5 TAMPERING WITH SERVICE EQUIPMENT

A. It shall be unlawful for any unauthorized person to turn on service or otherwise tamper with shut-off devices on City metering equipment in any way, form, or manner.

B. Tampering, bypassing, or unauthorized use of a meter, which is both subterfuge and a possible safety hazard, shall be grounds for immediate disconnection of service. Notification shall be delivered to the premises at the time of discontinuation of service. Service shall not be reconnected until any and all deficiencies in wiring, connections, meters, or other facilities at the premises have been repaired, corrected, or otherwise altered to conform to the requirements of all applicable ordinances, rules, and regulations.

C. In addition, all charges and bills, whether current, past due, and/or estimated, must be paid in full before service is restored. The amount of deposit shall be reviewed and may be subject to change, as if the account were being activated for new service. Any new deposit amount stipulated as a result of this review shall not be less than the currently-existing deposit.

2.4.6 PENALTIES FOR UTILITY SERVICE DIVERSION

Diversion of utility services under the provisions of these Terms and Conditions is a violation of Stillwater City Code and violators are subject to prosecution. The City may estimate any and all usage's not recorded as a result of tampering, bypassing, and/or unauthorized metering and bill an amount resulting from the estimated calculations. Such estimations may be derived from actual usage for the same account at a time when usage was known to be accurate, or in comparison with other premises of a similar size or nature, or in accordance with any other method that the Utility and Billing Services Director shall deem prudent and reasonable.

2.4.7 DECEASED ACCOUNT HOLDER

Utility services cannot be in the name of a deceased person. In the event that an account holder becomes deceased, an updated application of service is required within thirty (30) days. The City may require legal documentation or other proof of authorization before updating the account holder pursuant to this section.

CHAPTER 5

CUSTOMER INQUIRIES OR OBJECTIONS

Customer inquiries or objections should be submitted in writing pursuant to the following:

A. Customer may submit an inquiry or protest in writing specifically identifying the area of

Concern or dispute including any supporting data or other pertinent information substantiating the concern or dispute. The concern or dispute shall be emailed to the Utility and Billing Services Director at utilitypayments@stillwater.org. The Utility and Billing Services Director will investigate the concern and review the findings with necessary staff representatives. The Utility and Billing Services Director will then reply in writing within five (5) working days of the date the concern or dispute is received.

B. If the customer is not satisfied with the Utility and Billing Services Director's written reply, an appeal may be made in writing within five (5) working days to the City Manager or designee. The City Manager or designee will ascertain all facts within ten (10) working days after receiving the notice of appeal. The City Manager or designee may hold a hearing and invite witnesses if deemed necessary. The City Manager or designee will provide findings and a decision within ten (10) working days following the date of the hearing. There are no further steps in the protest process.

CHAPTER 6

ADVANCED METERING INFRASTRUCTURE (AMI) OPT-OUT

2.6.1 AVAILABILITY

This Policy is only available to residential customers who elect non-standard meter service in lieu of the standard communicating smart meter service and/or elects not to have a transmitter attached to their water meter.

Opt-Out Customers will receive meter service through a non-communicating meter of the SEU's choice. The SEU shall read and inspect every non-communicating meter for the Opt- Out Customers manually once a month.

2.6.2 RATES & CHARGES

All charges and provisions of the residential rate shall apply. In addition, customers who elect service under this Policy will be charged an Enrollment Fee and a Monthly Fee. The Enrollment fee consists of an initial lump sum payment. The Monthly Fee will recur each month. Fees related to the Opt-Out policy are reflected in the non-rate revenue fee schedule.

2.6.3 CUSTOMER REQUEST TO OPT-OUT

To enroll in the Opt-Out program, the customer must:

A. Sign and return to the SEU Acknowledgement Form to Utility & Billing Services.
B. Pay the required, non-refundable Enrollment Fee.
C. Affirm the right of SEU personnel to access the meter(s).

By signing the Acknowledgement Form, the customer accepts the fees, requirements, and limitations of non-standard metering service as detailed in the Acknowledgement Form. After signing and returning the Acknowledgement Form, paying the applicable Enrollment Fee, and acceptance by the SEU, a non-standard electric meter will be installed and/or the reading device will be removed from the water meter.

Customers taking service under this Policy relocating to a new premises who wish to continue service under this Opt-Out policy are required to request new service under the Policy including payment of the Enrollment Fee for the new premise. Customers who cancel service under this Policy, and then later re-enroll for this service at any location, would also be required to pay another Enrollment Fee.

Service under this policy will be terminated if a customer:

A. Has obstructions that prevent meter access for meter reading and/or meter maintenance after SEU's reasonable attempt to access the meter, such as lock gate, dogs or other hazardous conditions to staff.SEU personnel is denied safe access to the non-standard meter.
B. Have had occurrences of equipment tampering or electric diversion (past or present).
C. Has had service disconnected for lack of payment 2 times in a 12 month period.
D. Has a documented threat to SEU and/or Customer Service staff (past or present).

A customer who has requested non-standard metering service may, at any time, terminate non-standard metering and request an AMI Smart meter and/or an MTU be installed on a water meter, at which time the Monthly Fee will no longer be applicable. There will be no charge to replace the meter with an AMI Smart meter or install the recording device on the water meter.

SECTION III

DEFINITIONS

Wherever the following words or phrases are used in these Terms and Conditions of Service, the following definitions shall apply: (See Section 5.1.15 for Electric Service Rules definitions.)

BYPASS or BYPASSING shall mean any wire, cord, socket, pipe, motor, or other instrument, device, or contrivance connected to the electric or water supply system or any part thereof, so as to transmit, supply, or use any electricity or water without the electricity or water passing through an authorized meter for measuring or registering the amount of such electricity or water.

CITY shall mean the City of Stillwater.

COUNCIL shall mean the duly elected body of officials which, among other duties, is chiefly responsible for the development and enactment of the ordinances and resolutions that govern the affairs of the municipality of the City of Stillwater, Oklahoma.

CUSTOMER shall mean any person, firm, partnership, corporation, agency, or legal entity, including authorized agents or employees of an owner, who has assumed responsibility for and/or receives utility service of any nature for any given premises.

UTILITY AND BILLING SERVICES DIRECTOR shall mean the party chiefly responsible for, among other duties, ascertaining deposit amounts, assuring the accuracy of account maintenance and timely distribution of utility bills, overseeing credit and collection procedures, and reviewing the activities of the meter reading and utility service staff.

DIRECTOR OF ELECTRIC UTILITY shall mean the party chiefly responsible for, among other duties, all technical aspects of electric service, as provided by the City of Stillwater to its customers.

DIRECTOR OF FINANCE shall mean the party chiefly responsible for, among other duties, all fiscal record-keeping within the City of Stillwater.

DIRECTOR OF WASTE MANAGEMENT shall mean the party chiefly responsible for, among other duties, all technical aspects of waste management service, as provided by the City of Stillwater to its customers.

DIRECTOR OF WATER RESOURCES AND WATER UTILITIES DIRECTOR shall mean the party chiefly responsible for, among other duties, all technical aspects of water and waste water services, as provided by the City of Stillwater to its customers.

DWELLING UNIT shall mean any living unit containing kitchen appliances and facilities used for residential dwelling, either continuously or part-time. A weekend cabin or mobile home is a dwelling unit.

ELECTRICITY shall mean electric power and energy produced, transmitted, distributed, or furnished by the City.

HOUSEHOLD MEMBER shall mean anyone who is listed on the lease arrangements or a sub-lease thereof, is listed on the mortgage, or is in a spousal relationship with said person.

LEGAL HOLIDAYS shall mean those days declared by the Council to be days on which City offices are not open for business.

METER shall mean any device or devices, installed and approved for use by the City, used to measure or register electric power and energy or water consumption or waste water discharged.

NORMAL WORKING HOURS shall mean the hours of 7:30 a.m. to 5:30 p.m., Monday through Thursday, and 7:30 a.m. to 11:30 a.m. on Friday, with the exception of legal holidays. ~~the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, with the exception of legal holidays.~~

POINT OF DELIVERY shall mean the point at which the utility supply system of the City connects to the wiring or piping system of the customer.

PREMISES shall mean any piece of land or real estate or any building or other structure or portion thereof or any facility where utility service is furnished to a customer, including dwelling units as defined herein.

WASTE MANAGEMENT shall mean garbage, refuse collection, recycling and yard waste service furnished by the City.

SERVICE or UTILITY SERVICE shall mean the supplying by the City of electricity, water, waste water, and/or garbage collection, or any combination thereof.

TAMPER or TAMPERING shall mean damaging, altering, adjusting, or in any manner interfering with or obstructing the action or operation of any meter provided by the City for measuring or registering the amount of City utility service passing through such meter.

TRUSTEES shall mean the elected members of the Council who simultaneously serve as Trustees of the Stillwater Utilities Authority.

UNAUTHORIZED METERING shall mean the installation, connection, moving, reconnection, removal, or disconnection of any meter or metering device for utility service by any person other than an employee of the City acting in an official capacity.

WASTEWATER shall mean wastewater service furnished by the City.

WATER shall mean water service furnished by the City.

SECTION IV

UTILITY DEPOSITS

CHAPTER 1

DEPOSIT SCHEDULES

A. **RESIDENTIAL DEPOSIT SCHEDULE** Any service or combination of services, without electricity:

1)	No risk	$ 00.00
2)	Minimum risk	$ 50.00
3)	Maximum risk	$100.00

B. "Senior Citizen": over 62, and living in the residence for which service is being requested.

1)	No risk	$ 00.00
2)	Minimum risk	$ 50.00
3)	Maximum risk	$200.00

A. Any service or combination of services with electricity:

1)	No risk	$ 00.00
2)	Minimum risk	$100.00
3)	Maximum risk	$200.00

Level of risk will be determined based on credit report risk factor and/or City utility records. Accounts which have been closed due to non-payment or been processed for collections will be considered a maximum risk. A customer with no more than two late payments or any disconnections notices in the past 18 months of when service was provided, will be considered no risk.

The deposit shall not be less that the existing deposit that was on the account prior to being closed due to non-payment.

Refusal or inability to provide necessary information to obtain a credit report will result in the maximum deposit amount. BANKRUPTCY will result in the maximum amount allowed under the deposit schedule.

Accounts turned off for non-payment or have had a trip to the residence to turn off services will be required to pay an additional $25.00 towards the deposit once the maximum amount has been reached.

4.1.2. COMMERCIAL DEPOSIT / NON-RESIDENTIAL SCHEDULE

Deposits shall be taken in the amount of two months' billing average, actual or estimated, as calculated from the City's records with a minimum deposit of $100.00. If additional deposit is required due to payment history or if service is disconnected due to non-payment, it shall be based on three months' billing average for the location.

Once staff has arrived at a location to disconnect service for non-payment, the amount necessary to bring the account to the maximum deposit amount (three months average) or an additional $100 if the maximum amount has been reached must be paid.

BANKRUPTCY will result in the maximum amount allowed under the deposit schedule.

4.1.3. HYDRANT METERS

Hydrant meter deposit shall be $2,000.

SECTION V

ELECTRIC SERVICE RULES

CHAPTER 1

5.1.1. PURPOSE

The purpose of this section is to supply essential information to customers, architects, engineers, contractors, and others concerned with electrical installations in the City of Stillwater's electric service area. The City's objective is to cooperate with and assist Customers to obtain safe, efficient electric service at locations in and around Stillwater, Oklahoma.

To avoid misunderstanding and expense, customers, architects, etc. should consult with the City of Stillwater's electric utility, also known as Stillwater Electric Utility (SEU), during the project planning stage about the electric service available. Information in this section is to cover normal installations. SEU should be consulted for special cases and conditions.

All electric utility systems and facilities installed and maintained within the City of Stillwater shall adhere and conform to the installation and construction standards adopted by the Trustees of the Stillwater Utility Authority for the SEU electric system.

This document supersedes all previous sections of the Terms and Conditions of Service documents, and portions thereof, pertaining to electric utility service.

In compliance with the Stillwater City Code, Section 41-690, the responsibility of origination, content, and maintenance of this section rests with the Director of Electric Utility.

5.1.2. CODES AND RULES

All wiring installations must conform to requirements of applicable federal, state, and local electrical codes. State laws require that SEU must receive an authorized electrical inspector's certificate of approval stating that the wiring complies with the state electrical code before furnishing electrical service.

SEU is not required to inspect Customer wiring installations or equipment as to safety, suitability, or compliance with codes. SEU may refuse to connect or disconnect service to any installation which does not comply with these service rules or which may be dangerous to persons or property.

5.1.3. CONTINUITY OF SERVICE

A. The SEU goals are to provide continuous electric service, to restore service interruptions promptly, and to maintain its facilities with minimum inconvenience to customers.

B. SEU does not guarantee to supply continuous service or to maintain standard voltage or frequency at all times.

C. It shall be the responsibility of the consumer to install and maintain devices which will protect the consumer's equipment during abnormal service conditions or the failure of part or all of the electric service.

D. SEU reserves the right to suspend service without notice to a consumer for such periods as may be reasonably necessary in order to make repairs to or changes in the SEU's facilities. When conditions permit, an attempt will be made to notify affected consumers prior to a planned outage insofar as is practicable.

5.1.4. QUALITY OF SERVICE

A. SEU will strive to operate its electric system so that the quality of the electric service is consistent with

normal, utility standards. However, SEU does not represent that this quality level will result in a pure, smooth sine wave voltage, without spikes or dips, as required by some electronic equipment.

B. The Customer is responsible for supplying his own internal power conditioning equipment, as required, when his electronic equipment is unable to tolerate the voltage waveform aberrations which occur on the electric supply system.

5.1.5. LIABILITY FOR ELECTRICAL EQUIPMENT DAMAGE

A. SEU will not be liable for any service interruption, irregularity, or any other cause or abnormality not caused by the sole negligence of SEU.

B. In arriving at the determination of whether negligence was involved, accidents, acts of God, acts of terrorism, and other failures beyond the control of SEU shall not be considered as negligence.

5.1.6. CHARACTERISTICS, TYPES AND AVAILABILITY OF ELECTRIC SERVICE

A. The electric service supplied by SEU is alternating current with a nominal frequency of 60 Hertz (or cycles per second).

B. It is the policy of SEU that voltage levels within plus or minus five percent (+/-5%) of the nominal system voltage shall be acceptable.

C. Each customer shall be provided with only one service voltage. Any exceptions must be approved by SEU and comply with Section 5.3 below.

D. Standard service types available from SEU are listed below. All standard service types include a grounded neutral conductor. Not every voltage is available at every location.

Type	Nominal System Voltage	Application	Capacity
1	120/240-Volts	Single phase, 3-wire	Up to 500 kVA
2	120/208-Volts	Single phase, 3-wire	200 Amp max.
3	120/208-Volts (OH)	Three phase, 4-wire	25 to 500 kVA
4	120/208-Volts (UG)	Three phase, 4-wire	25 to 750 kVA
5	277/480-Volts (OH)	Three phase, 4-wire	75 to 500 kVA
6	277/480-Volts (UG)	Three phase, 4-wire	45 to 2500kVA
7	7,200/12,470-Volts	Three phase, 4-wire	Consult Utility

E. Service type (3) may only be made available for individually metered loads in multiple-occupancy buildings. These loads must be supplied from a service type (4) system and be balanced.

F. The following non-standard service types are being phased out of use on the SEU system. However, they still exist at some locations and may be available in some cases with special approval. These service types are only available from overhead construction.

Type	Nominal System Voltage	Application	Capacity
7	240-Volts	Three phase, 3-wire	Up to 300 kVA
8	120/240-Volts	Three phase, 4-wire	Up to 300 kVA
9	480-Volts	Three phase, 3-wire	Above 75 kVA

5.1.7. UNUSUAL CAPACITY REQUIREMENTS

Large power installations may require an extensive increase in the SEU distribution or transmission system which may take considerable time to complete. Such projects must be discussed with SEU well in advance to provide ample time for contract arrangements and construction of SEU facilities to meet the customer's start-up requirements.

5.1.8. ADDITION TO EXISTING LOADS

The customer shall give SEU reasonable notice of substantial load increases (permanent or temporary) which require a larger transformer, service, or meter. This notice will enable SEU to change out its equipment, preventing poor service or burned-out transformers and meters. Customer failing to notify SEU may be charged for the replacement cost of damaged SEU equipment.

5.1.9. SERVICE CONNECTIONS

SEU will make all service connections to its electric distribution system. Connection or alteration of SEU's electric service or other equipment is prohibited unless specifically authorized by SEU.

5.1.10. CUSTOMER OR PUBLIC ATTACHMENTS

A. The City prohibits unauthorized attachment of wires, guys, signs, clothes lines, antennas, fences, etc. to its poles, pedestals, pad-mounted transformers, or other structures.

B. Attachment of communications circuits such as telephone, cable television, other communications media, or electric lines may be made, provided that a joint use agreement has been entered into between the City and those desiring to make such attachments. Said attachments shall conform to the requirements of the latest edition of the National Electrical Safety Code and additional requirements, if any, by the City.

5.1.11. LOCATING OF UNDERGROUND ELECTRIC FACILITIES

A. To prevent service interruptions, personal injury, and property destruction resulting from damage to underground facilities during excavation, Oklahoma state law requires notification of utilities at least seventy two (72) hours, excluding Saturdays, Sundays, and legal holidays, prior to the commencement of any excavation. Notification shall be made through the Oklahoma One-Call system by dialing 8-1-1.

B. Upon receiving such notice, the City shall advise the excavator of the type of facilities and their approximate location, if any, located in the proposed excavation area.

C. SEU will designate the approximate location of existing underground electrical facilities with red colored markings. Approximate location of facilities is defined by the Oklahoma Underground Facilities Damage Prevention Act as a strip of land two (2) feet on either side of the utility’s marks.

D. The excavator shall undertake the excavation only after the City and other affected utilities have marked the locations of their facilities. Locate requests are only valid for (10) days from the initial request. If excavation has not commenced, or will exceed the (10) days, an update request will have to be submitted again (72) hours prior to the expiration of the initial request.

E. In the event of damage to an underground utility facility, the excavator shall stop excavation and immediately notify the City of the location and extent of the damage. The excavator shall be responsible for the cost of repairing damaged facilities in the event of:

1) Damage to correctly located underground facilities,
2) Damage to facilities in areas where locations were not requested,
3) Damage to facilities that were requested in excess of 10 days prior to excavation.

F. Excavators contracted by the City on public infrastructure projects shall be solely responsible for complying with the Oklahoma Underground Facilities Prevention Act.

5.1.12. EXCLUSIVE USE

A. The customer's electrical service from the City shall be exclusive. The City does not allow customers to have service connections from other electric utilities to the same premises served by SEU.

B. Nothing in this section shall prevent an individual consumer from installing his own generation or power producing equipment (cogeneration, renewable generation, engine driven generation, etc.) However, the consumer shall not connect any such equipment in parallel with the SEU electrical system without permission. As a minimum, the City will require the following:

1) Verification that the generation system has been designed and installed under the direction of a registered professional electrical engineer.
2) The existence of a signed contract concerning at a minimum the operation, liability, power interchange, and responsibility of the parties involved with the interconnection and the City.

C. Auxiliary, Breakdown, or Supplementary Service as furnished by the City is not to be connected or operated in parallel with a consumer's generating equipment except when such operation is provided for by a special contract.

D. Parallel operation of qualified customer-owned renewable energy generators up to a maximum rating of 100 kW is allowed if a customer enters into a Net Metering Interconnection Agreement with the City.

5.1.13. CUSTOMER CHARGES

The Board of Trustees of the SUA may from time to time establish by resolution infrastructure fees or aid-to-construction charges for utility services in addition to the fees and charges described herein. When established, such fees or charges will be filed with the office of the city clerk, for the City of Stillwater, and the same shall be hereby adopted and incorporated by reference as fully as if set out at length herein.

5.1.14. ADDITIONAL INFORMATION

Subject	Contact	Phone Number	Location
Electric Rates or Applications for Service	Customer Service	**742-8250**	City Hall 723 S. Lewis
Permits, Inspections, or Applicable Building Codes	Development Services	**742-8220**	City Hall 723 S. Lewis
Service Installations, Service Availability, or Transformer Locations	Stillwater Electric Utility	**742-8230**	Main Office 411 E. 3rd
After-hours Power Outage or City Utility Emergency	Stillwater Energy Center	**372-3292**	Stillwater Energy Center 2000 E Airport Rd

5.1.15. DEFINITIONS

The following definitions are added here for use with this section of the Rules of Utility Service.

AUXILIARY, BREAKDOWN, OR SUPPLEMENTARY SERVICE is that electric service supplied by the City which is used to augment the normal electric service that the consumer secures from another source. This service is available to the consumer in the event of failure of the consumer's normal source, or to relieve,

sustain, or reinforce the consumer's normal source.

CUSTOMER means a land owner, tenant or occupant who has entered into a service agreement with the SUA to receive electric service.

DEVELOPER means a land developer, land owner or business owner who is developing or redeveloping a land use project or expanding or remodeling an existing land use that requires the extension or expansion of electric service.

PROVIDE means to furnish and install.

SERVICE DROP means the overhead service conductor from the last pole or other aerial support, to and including the splices, if any, connecting to the service entrance conductors at the weather head, building, or other structure on the premises.

SERVICE ENTRANCE CONDUCTORS means the conductors between the terminals of the service equipment and a point usually outside the building, clear of building walls, where they are joined by tap or splice to the service drop. The service entrance conductors are installed, owned, and maintained by the customer.

SERVICE ENTRANCE CONDUCTOR RACEWAY means the conduit that encloses the service entrance conductors.

STILLWATER ELECTRIC UTILITY or SEU means the division of the Stillwater Utilities Authority responsible for electrical service. In this Section, **SEU, Utility** and **City** are used interchangeably.

STILLWATER UTILITIES AUTHORITY or SUA means a trust created by the City of Stillwater to oversee the operation of the water, wastewater, and electric utilities for the City.

SYSTEM EXTENSION means the addition of primary and/or secondary electric facilities to serve new customers or enhance facilities serving existing customers. These additional facilities may include construction required at the customer's location as well as other locations within the electric system where improvements are necessary to provide or enhance service to a customer.

UNDERGROUND SERVICE means the service conductors installed underground between the utility secondary and the first point of connection to the customer service entrance conductors. This termination point may be a meter base, a terminal box, or other enclosure with adequate space, located outside the building wall. On existing customers where there is no terminal box, meter, or other enclosure with adequate space, the point of connection is considered to be the point of entrance of the service conductors into the building.

UNDERGROUND SERVICE RACEWAY means the conduit which encloses the underground service conductors from the pedestal, transformer, or riser pole to the customer's meter base or junction box.

UNMETERED ELECTRIC POWER is any electricity which has not passed through an authorized utility metering device before being used by a consumer.

TARIFF means inclusion of every rate schedule, or provision thereof, and all terms, conditions, rules, and regulations for furnishing utility service.

WARRANTY PERIOD is the period of time that ends when SEU's equipment is connected to the developer-installed conduit system, and is in proper operation, as determined by SEU by inspection and functional testing.

CHAPTER 2

CITY EQUIPMENT ON CUSTOMER PREMISES

5.2.1. GENERAL

The City shall have the right to install its equipment on the Customer's premises as required to supply adequate service. All such equipment shall remain the City's property and will be removed when service is discontinued.

5.2.2. ACCESS TO CITY EQUIPMENT

The City shall have the right of access to its equipment for inspection, maintenance, and restoration of service. The City will attempt to give advanced notice of the need for access when possible, but may not be able to do so during emergencies.

5.2.3. ENCLOSURE OF CITY EQUIPMENT

The customer shall not erect fences, walls, or other constructions nor shall the customer plant shrubbery, trees, or bushes which would limit access to transformers, junction boxes, meters or other equipment on the customer's property. This section shall specifically prohibit the erection of such items around transformers which would limit ventilation to the transformers or provide an enclosure for the accumulation of debris around the transformer. The minimum clearance distance shall be ten feet (10') in the front of any access doors and three feet (3') to all other sides of any SEU equipment. Existing equipment with signage requiring less clearance will generally be allowed to remain unless it interferes with SEU's ability to safely operate and maintain its equipment.

Exception: A commercial customer may request a variance to install a screen wall on no more than three sides of a transformer location. Such variances must be approved by the Director of Electric Utility in advance. SEU may require screen walls to have removable sections or gates to comply with the requirements of section 5.2.5 below.

5.2.4. CUSTOMER PAINTING OF CITY EQUIPMENT

A. Customers, property owners, or residents of a property shall not be permitted to paint, decorate, or otherwise modify the finish of SEU overhead or underground distribution equipment located on private or public property without prior approval of SEU.

B. The only exception to this rule shall be that the meter base and underground riser conduit located on the customer's building may be painted by the customer to conform to the customer's building color scheme without prior approval of SEU. However, the customer shall not paint the glass or any other part of the electric meter itself.

5.2.5. PAD-MOUNT TRANSFORMER LOCATIONS

In areas other than residential subdivisions, customer shall provide a SEU approved location on their premises outside the utility easement that is adequate for the transformer's installation. Customer shall furnish a site plan or drawing to SEU that establishes the exact location of the transformer slab with respect to known points. The location shall provide for the following:

A. Ready accessibility to transformer both vertically and horizontally.

B. Allow close approach with SEU truck (within eight feet (8') of a hard driving surface fifteen feet (15') wide minimum).

C. Separation of ten feet (10'), or more, from combustible walls, building overhangs, or building openings.

D. Slab located a minimum of three feet (3') from the walls of non-combustible building structures,

provided that the ten foot clearance from building openings in 5.2.5.C is met, and provided that a reasonable wall clearance is left for air circulation and access to the back of the transformer along the wall.

E. For purposes of definition of this section, building openings shall be defined to include doors, windows, air vent penetrations, or any other opening which would allow flames to penetrate an otherwise non-combustible wall.

F. Allowance for eight feet (8') of clearance in front of transformer's doors. If possible, doors shall face away from buildings or other structures.

G. Protection by use of concrete-filled bollards around transformer where it is exposed to vehicular traffic.

CHAPTER 3

CUSTOMER ELECTRICAL SERVICES

5.3.1. RESPONSIBILITY

Except as provided within these Terms and Conditions, the City will design, construct, own and maintain all extensions of its electric distribution system. The City will make all service and secondary connections on the electric distribution system. Rules governing electric services are established herein.

5.3.2. APPLICATION FOR SERVICE

A. Application for service shall be in writing and shall be made well in advance of the date service is desired to be available, in order to permit SEU to plan and schedule its work to provide adequate service. No electrical or building permits will be issued until SEU is satisfied that the proposed service will comply with these Rules of Utility Service.

1) **Individual Home or Subdivision:** Home builders or developers should consult with SEU as soon as possible in the planning stage to determine the availability and location of electric service.
2) **Commercial Service:** A Commercial Service Request Form shall be submitted to, evaluated and accepted by the Electric Distribution Division, 411 E. 3rd Ave., for both new construction and modification to existing services.

B. A single application for service cannot be made to apply to different locations, nor to cover more than one point of delivery at the same location to be used by the same customer, unless the City determines that the physical or electrical characteristics of the facility served requires more than one point of delivery according to good engineering and operating practices.

5.3.3. CUSTOMER'S WIRING SYSTEM

All electrical wiring and apparatus connected or to be connected to the City's electric distribution system shall be at the customer's expense and shall be installed and maintained by the customer.

5.3.4. POINT OF DELIVERY OF ELECTRIC SERVICE

The consumer may request a particular location for the electrical service entrance but the location must be approved by an authorized representative of SEU. If for a technical or code related reason the service cannot be supplied at that point, the SEU representative shall explain the problem, and a mutually agreed location will then be determined.

5.3.5. OVERHEAD SERVICE DROPS

A. **City Responsibility:** SEU installs, owns, and maintains an overhead service drop to a suitable point of support on the customer's premises.

B. **Location:** Overhead service conductors shall not be run along the exterior faces of buildings supported by insulators or other devices. Service conductors shall not be installed in violation of clearances specified in applicable sections of the National Electric Code or National Electrical Safety Code.

C. **Minimum Capacity:** No service connection of less than three wires shall be made to a consumer's single phase electric installation consisting of more than two circuits.

D. **Tree Clearance on Private Property:** Maintenance of the service drop does not include necessary tree trimming on private property along the service drop path. Trimming on private property is the responsibility of the property owner. A clear line-of-sight path from the pole to the service attachment point must be provided before a new or replacement service will be installed.

With adequate notice, SEU will make arrangements to lower and reinstall the service drop so that the owner's tree contractor can perform necessary trimming or tree removal. If SEU performs this work during normal working hours, there will be no charge to the customer for the work. If the work is done before or after normal working hours, the customer will be charged for a service call each time the crew comes to the location.

E. **Overhead Service Repair Costs:** For the first such occurrence, SEU will repair and/or replace an overhead service drop which has been damaged by tree contact. The customer shall be informed of the tree clearance problem and asked to correct it. Thereafter, if the service drop is again damaged by tree contact due to the property owner's failure to provide adequate tree clearance, SEU reserves the right to bill the customer/ owner for the actual costs associated with the repair of service drop. Such costs shall include the labor and material expenses incurred by SEU for the repair operation.

5.3.6. UNDERGROUND SERVICE

SEU owns, and maintains underground secondary and primary voltage service conductors to a suitable point of termination on the customer's premises in accordance with rules established in Section 5.6.

5.3.7. EXTENSION OF CUSTOMER'S UTILITY SYSTEM

A customer shall not be permitted to extend his electric utility installation over, under, or across space dedicated for public use in order to obtain service at a lower rate for adjacent property, unless such extension is made pursuant to a special contract or filed rate schedule.

5.3.8. SINGLE PHASE AND THREE PHASE SERVICE TO RESIDENTIAL CUSTOMERS

A. SEU's standard service to residential consumers shall be single phase, 120/240 volt power.

B. In existing residential areas which previously contained three phase power for air conditioning, three phase 120/240 power may still be available. This type of service requires pole mounted transformer installations. However, three phase residential services are being removed and discontinued whenever possible. If an existing three phase residential service requires repair or replacement, and the three phase power is still needed, the consumer shall arrange for all single and three phase service to be taken through one, three phase meter.

C. Any motors installed on residential three phase services must comply with the requirements of Section 5.5, below.

D. Three phase power is not available in areas served by underground residential distribution systems.

5.3.9. UTILITY METHODS OF SUPPLYING ELECTRIC SERVICE

5.3.9.1. MOBILE HOME PARKS

A. Electric service shall be provided by SEU through individual meters at each space within the mobile home park. Each space shall be billed separately under the appropriate residential rate schedule.

B. The owner of the mobile home park shall furnish and install the necessary service equipment at each mobile home lot or location. The type and construction of the service equipment shall be as approved by SEU; however, SEU is not responsible for the sizing or capacity of the owner-installed service equipment.

C. The construction of the distribution system within the mobile home park shall be as defined in Section 5.6.

5.3.9.2. MULTIPLE DWELLING UNITS, APARTMENT COMPLEXES

A. Electric service shall be provided by SEU to all new-construction multiple dwelling units, apartment complexes, or similar residential units through individual meters for each dwelling unit or, at its discretion, SEU may choose to meter groups of dwelling units through a single meter.

B. **Reserved**

C. Service extensions to multiple dwelling structures shall be provided under terms defined in Section 5.6.

5.3.10. COMMERCIAL RATE CUSTOMERS; SINGLE AND THREE PHASE

Commercial rate customers may be served with single phase or three phase power, as requested by the customer, subject to the following provisions:

A. Single phase service shall be available for single phase motors subject to the provisions in Chapter 5, below.

B. **Reserved**

C. **Reserved**

D. When three phase service is furnished, the customer shall arrange his wiring so that all single phase and three phase service can be taken through one, three phase meter.

5.3.11. BILLING FOR MULTIPLE ELECTRIC SERVICES

A. If SEU is requested to furnish two or more metering installations for one customer, each such installation shall be considered as a separate point of service and charges shall be calculated separately for each.

B. If SEU determines that it is in the best interest of the electric utility that the customer be served with multiple metering points, and if such service configuration is in keeping with good engineering and operating practices, then this rule (5.3.11.A) may be waived.

CHAPTER 4

METERS

5.4.1. GENERAL

A. All meters shall be furnished, installed, and maintained by SEU.

B. All meter bases and meter enclosures shall be furnished by SEU and installed by the customer. This equipment shall remain the property of the City.

5.4.2. METER LOCATION

A. Meters and associated equipment shall be placed outside in accessible, non-hazardous locations. They shall not be located where subject to damage, vibration, excessive dust, chemical vapors, or corrosive liquids.

B. Meters bases shall be installed so that the center of the meter will be located from 4-1/2 feet to 5 feet above the finished grade at the meter location.

C. Meters for new residential dwellings will not be installed on the front of the building unless builder/owner agrees to such location in writing.

5.4.3. SELF-CONTAINED METER INSTALLATION

A. On new buildings and during remodeling of existing buildings involving the electrical services, all meter bases shall be installed or relocated outside.

B. The meter base shall be installed on the source side of the service disconnect equipment.

5.4.4. INSTRUMENT TRANSFORMER METERING INSTALLATIONS

A. Services involving loads of greater than 400 amps or voltages exceeding 500 volts (line to line) require instrument transformer metering systems. These systems require the installation of a meter base and conduit for metering conductors to the instrument transformer location.

B. Multiple occupancy buildings with tenants that require both single phase and three phase services may also require instrument transformer metering. These applications will typically require the customer to provide a junction box for the instrument transformers on the building exterior.

C. SEU will furnish the meter base. The consumer will install the meter base and provide conduit for the metering conductors. In cases when these systems require a junction box, the consumer shall provide a City-approved junction box at a mutually agreeable location. All metering wiring and connections will be done by SEU.

5.4.5. RELOCATION OF METERS

The City may relocate any meter at its option and expense.

5.4.6. PULSE OUTPUTS

Upon request, the City can provide meter pulse outputs at the meter location. The customer shall pay any applicable difference in cost for the utility to provide a meter with pulse output capability. Customer will provide a utility approved junction box and terminal strip adjacent to the meter for pulse connections. Customer is responsible for all wiring beyond the terminal strip. Terminations at the meter location shall be made by utility staff.

5.4.7. SERVICE MODIFICATIONS

A. Meters shall be appropriately sized for the nature of the load served. If SEU determines that a meter is not appropriately sized, the service shall be modified to accommodate an appropriately sized meter. Meter size may be evaluated upon any disconnection, change of occupancy, change of use, or at the SEU's discretion.

The customer is responsible for the cost of the service modification. Failure to comply may result in disconnection.

B. Services shall be maintained in safe and good working condition. If SEU determines that the condition of a meter or service is not safe or in good working condition, the service and/or customer-owned metering equipment shall be repaired or replaced. The customer is responsible for the cost of the service modification. Failure to comply may result in disconnection.

5.4.8 Reserved

CHAPTER 5

MOTORS AND SPECIAL REQUIREMENTS EQUIPMENT

5.5.1. GENERAL

Many types of electric equipment adversely affect the quality of electric service. Close consultation by the consumer with SEU will be required before such equipment is connected, or when it is necessary to remedy an unsatisfactory condition on SEU's system.

5.5.2. MOTORS - ALLOWABLE STARTING CURRENTS

A. The following motors may be started across the line if the starting current (which is the locked rotor current of the motor at name plate voltage) does not exceed the limits given below. Groups of motors starting simultaneously shall be classed as one motor.

Application	Nominal Nameplate Voltage	Maximum Locked Rotor Current
Single phase	120-Volt	50 Amps
Single phase	208 or 240-Volt	200 Amps
Three phase	208, 240, or 480-Volt	200 Amps

B. Larger across-the-line starting currents than those stated above may be permitted where – SEU's facilities are adequate and the frequency of motor starts is such that other consumers' service will not be adversely affected. Upon request of the consumer, SEU will make individual studies to determine the maximum allowable starting current for each specific installation and if necessary recommend a motor starting device.

C. When part-winding, wye-delta, auto transformer, or resistor-type motor starting devices are required; closed-transition transfer from the starting to running conditions must be used unless an open-transition type starter is specifically approved.

D. In the case of thermostatically controlled air conditioning or heat pumping equipment, a time delay device to prevent simultaneous starting of the compressor motor and associated fan motors is an acceptable method for reducing the locked rotor starting currents to acceptable values.

5.5.3. INTERMITTENT ELECTRIC LOADS

Electric equipment such as spot and arc welding machines, x-ray machines, arc-furnaces, elevators, dredges, locomotives, shovels, feed grinders, etc., whose use of electricity is intermittent and subject to violent fluctuations may be served with other electrical loads or by a transformer dedicated solely to that equipment and served as a separate account. Except for individual transformer type arc welders whose rated primary input current does not exceed 15 amperes at 120 volt operation or 30 amperes at 240 volt operation (38 amperes if consumer is served by an individual transformer), all consumers contemplating the installation of such equipment must make specific prior arrangements with SEU.

5.5.4. INTERFERENCE PRODUCING EQUIPMENT

A. In the event that any consumer operates or connects any electrical device to his electric system which causes an interference, noise, distortion of the 60 Hz sine wave, or other disturbance on the SEU electric system which results in a disruption, disturbance, or interference to the utility, its consumers, or a communication company or its consumers, SEU will:

1) Require the consumer causing the problem to take corrective measures by installing suitable or special equipment necessary to eliminate or reasonably limit such adverse effect, or
2) Install, at the consumer's expense, equipment specifically designed to reasonably limit such adverse effect(s).

B. The consumer causing the problem shall bear all expenses necessary to eliminate the adverse conditions or be subject to disconnection of service after written notice so that other consumers are not deprived of the quality of service provided prior to the existence of the problem. Where SEU believes that the condition creates a hazard to the public, the utility, or the property, the disconnection may be made without prior notice. However, SEU will notify the consumer as soon as practical after the disconnection.

5.5.5. HARMONICS

In 60 Hz electric power systems, a harmonic is a sinusoidal component of the 60 Hz fundamental wave having a frequency that is an integral multiple of the fundamental frequency of 60Hz. "Excessive harmonics" in this section, shall mean levels of current or voltage distortion at the connection between the customer and SEU that exceed the levels recommended in IEEE Standard 519-1992, subsection (f)(1) (IEEE Recommended Practices and Requirements for Harmonic Control in Electric Power Systems) or any successor standards.

A. In addressing harmonic problems, the customer and SEU will implement, to the extent reasonably practicable, and in conformance with prudent operation, the practices of IEEE Standard 519.

B. After receipt of notice by a customer or communications provider that it is experiencing problems caused by harmonics, SEU will determine whether the condition constitutes excessive harmonics. If so, SEU will investigate and determine the cause of the excessive harmonics.

C. If the excessive harmonics are caused by the customer, SEU will provide written notice to the customer causing the excessive harmonics. The notice shall provide two options to cure the problem:

1) SEU may cure the problem by working on the customers' electric facilities at a mutually agreeable time and charge the investigation and repair costs to the customer.
2) The customer may elect to cure the problem at its option and its cost, within a reasonable time approved by SEU.

D. Failure of the customer to remedy the problem may require SEU to disconnect the customer's service. In the event that the customer refuses to allow SEU to remedy the problem and the customer does not stop creating excessive harmonics within the time period specified SEU will disconnect the customer's service until such time as the correction has been completed. Prior to disconnecting the service, SEU will provide written notice of its intent to disconnect at least five working days before doing so.

CHAPTER 6

SYSTEM EXTENSION POLICY, EASEMENTS & RIGHT OF WAY AND SERVICE CONNECTIONS

5.6.1. GENERAL

A. **Applicability:** SEU's System Extension Policy governs the extension and furnishing of electrical

service to its customers. The System Extension Policy shall be considered in conjunction with the provisions of SEU's various rate schedules and other provisions of these Terms and Conditions.

B. **Philosophy:** The basic philosophy of SEU is to provide the best possible service to the consumer at the most reasonable investment. All applicable options shall be given consideration when applying the extension policy.

C. **Authority:** This document supersedes all previously issued directives concerning the extension policy. The application of the extension policy to the various situations and types of consumers shall be as outlined below.

D. **Responsibilities:** After the final grade has been established, the developer requesting an electric system extension shall be responsible for staking both sides of the utility easement for placement of underground electric utilities. SEU will provide the trenching, provide and place the conduit, bedding and warning tape and performing the backfilling and compaction of the trench within and immediately adjacent to their development. SEU shall be responsible for providing and installing the conductor, junction boxes, transformers and any other equipment necessary. Any portion of a system extension that is not within or immediately adjacent to the development shall be the full responsibility of SEU subject to funding availability.

5.6.2. EASEMENTS & RIGHT OF WAY

A. **Easement:** The developer shall furnish a written easement for the location of SEU service facilities upon, over, or under the developer's premises.

B. **Non-Owner Developer:** In the event that the developer is not the owner of the premises occupied by him, such developer shall be required to obtain from the property owner, or owners, the necessary easement for the installation, maintenance, and operation of SEU's service facilities on or under said premises.

C. **Developments:** In any real estate development where SEU is requested or desires to install underground distribution facilities for service to existing and future consumers located therein, and the dedicated utility easements are found to be insufficient for such installations, the property owner/developer shall, upon request, furnish any additional easements required for such installations by SEU. The particular requirements and placements of equipment within an easement in an underground distribution area are explained in the City Code.

D. **Obligation to Serve:** The City's obligation to render service to a customer/developer is contingent upon the City's ability to secure the necessary rights of way and/or easements for its facilities across intervening properties at a cost which in its judgment is reasonable. The customer/developer shall be required to pay any such right of way costs in excess of that amount which the City determines to be reasonable.

5.6.3 OVERHEAD DISTRIBUTION SYSTEM; OVERHEAD SERVICE FROM OVERHEAD DISTRIBUTION SYSTEM

A. **Standard Overhead Electric Service:** The standard overhead electric service, as used herein, is one utilizing overhead conductors and not requiring support other than the line pole from which the service is taken and one standard service support for each wire or cable at the premises to be served. In cases where the premises cannot be served by a standard overhead service, other arrangements with SEU will be required.

B. **Location and Support for Service Drop:** The standard service support at the premises for the service drop shall be provided by the consumer. The point of attachment for a service drop to the premises shall be at least ten feet above the ground and at a point designated by authorized employees of SEU. The service drop location will be chosen to meet the minimum clearance requirements of the National Electrical Safety Code as adopted by the City of Stillwater and to allow SEU to provide the service in the most cost efficient manner. In the case of a building which is not of sufficient height for conductors to be attached at least ten feet above the ground or the building is of other than wood construction, the consumer shall provide an adequate support mounted on the building to which the service drop may be attached.

C. **Service Entrance Conductor:** Service entrance conductor raceways are to be terminated on the exterior of the building at a point six inches or more above the service drop attachments to prevent the entrance of moisture into the service cables. The service entrance and the service drop conductor connections are to be made at a point below the level of the rain tight service head.

The consumer's service entrance conductors shall extend not less than 36 inches outside the service head to permit connection to the service drop when self-contained meters are used. Where current transformer metering is required conductor length shall be a minimum of 48" beyond the weather-head to accommodate the mounting of current transformers.

Service entrance conductors shall be carried in approved raceways or approved service entrance cable, and the distance to the service equipment shall be as short as possible.

5.6.4. SINGLE PHASE UNDERGROUND SECONDARY SERVICE FROM OVERHEAD DISTRIBUTION SYSTEM

Single phase underground secondary service from an overhead distribution system shall be installed by SEU (if economically feasible), at the request of the customer, in accordance with the provisions set forth below. The customer shall provide any easements necessary. If the length of the secondary circuit or service, or the size of the load (generally any load in excess of 600 amperes), makes a secondary extension technically impractical, underground service shall be installed in accordance with Chapter 8.

5.6.4.1. NEW RESIDENTIAL CUSTOMER - UNDERGROUND SERVICE TO A SINGLE METER OR MULTIPLE METER GROUP

A. SEU will install and maintain the underground service conductor and conduit on the property from a pole or service pedestal located at or near the property line, to a location designated by SEU on the building, or to such other point of service as approved by SEU, provided soil, available minimum side-lot width, or other conditions do not make underground construction economically unfeasible for SEU.

B. The contractor shall install the standard meter base furnished by SEU and the service conduit (furnished by the contractor) to SEU's specifications from the meter base down to a point at grade level below the meter location. The customer's conduit shall terminate at the top of the 90^{o} elbow provided by SEU.

If special, combination-type meter base/pedestals with receptacles and breakers are preferred by the owner of a mobile home park development; the owner shall purchase and install the special bases at their expense only after approval by SEU. The special meter base/pedestals shall remain the property of the mobile home park owner. Repair and maintenance of the pedestals shall be at the expense of the mobile home park owner.

C. Installation of meter bases on riser poles is not permitted on new services. Where these installations exist, the point of delivery is defined as the line side of the meter base and the customer is responsible for all maintenance beyond that point.

D. Services in excess of 150’ will require a primary extension to a pad-mounted transformer location that is accessible and acceptable by SEU.

E. When an obstruction has been installed, placed or planted after the initial underground installation, and maintenance requires access to a cable circuit or conduit under the obstruction, the customer shall:

1) Permit utility access to the premises;
2) Pay the cost of removing and replacing the obstruction;

F. **10 Foot Rule:** If side-lot widths along the service path are less than 10 feet, or have a slope in excess

of 1:5 rise to run ratio, the contractor shall provide the entire trench, conduit, and backfill for the underground service. The service shall consist of a continuous length of SDR-11 electrical conduit. All trenching shall be coordinated with SEU in accordance to SEU Trenching and Conduit Construction Guide.

G. The contractor shall provide and install SDR-11 electrical conduit, bedding and warning tape and backfill and compaction. The service conduit shall be placed within an excavation having a minimum width of (6) inches, placed at a depth necessary for a minimal of (36) inches of cover above the top of the conduit system below the final finished grade. The contractor shall also install, to SEU's specifications, SEU owned meter base and the service conduit (furnished by contractor) down the wall to the underground conduit. If for whatever reason SEU is unable to pull the conductor wire through the conduit, it shall be the contractor's responsibility to correct the problem at their expense. For all services the backfill of native soil will be allowed. Native soil will be required to be backfilled to a depth of (18) inches above the top of the conduit, then placement of warning tape shall be installed prior to final backfill of the remaining ditch line.

5.6.4.2. NEW CUSTOMER - UNDERGROUND SERVICE TO FIVE OR MORE INDIVIDUALLY METERED LOCATIONS

A. Single phase, 120/240 volt, underground service from the overhead distribution system shall be furnished in accordance with 5.6.4.1 to five or more contiguous:

1) Residential lots in a development;
2) Mobile home park spaces;
3) Dwelling units in an apartment house; or

B. Single phase, 120/240 volt secondary service shall, at the option of SEU, be provided underground as set forth above to one or more contiguous locations on the periphery of a development, where the services are underground.

5.6.4.3. EXISTING CUSTOMER - REPLACE OVERHEAD SERVICE TO A SINGLE METER WITH UNDERGROUND

A. In each case where the size and condition of the existing overhead service drop is adequate for expected loads, and the customer requests that service facilities be relocated underground, SEU will maintain the service lateral on the property from a pole or service pedestal located at or near the property line to a location designated by SEU on the building, or such other point of attachment as approved by SEU, provided soil or other conditions do not make underground construction economically unfeasible for SEU.

5.6.5. Service installations shall meet the requirements specified under 5.6.4.1G above.

5.6.6. THREE PHASE UNDERGROUND SECONDARY SERVICE FROM OVERHEAD DISTRIBUTION SYSTEM

If three phase underground secondary service from an overhead distribution system is requested, such request shall be considered under Chapter 3. If, under the provisions of such sections, it is determined that three phase service is to be furnished, it shall be installed in accordance with Chapter 5.

5.6.7. SERVICE UPGRADES

A. **Upgrades to existing residential services**:

For upgrades to existing residential (single or multi- family) services, the customer or contractor shall pay the following service upgrade fee when payment is made for the building or electrical permit:

OVERHEAD UPGRADE:

Service Upgrade Fee	Fee per Meter
200 Amp Service	$467
400 Amp Service	$573

EXISTING UNDERGROUND UPGRADE:

Service Upgrade Fee	Fee per Meter
400 Amp	$704

For conversions of an existing residential overhead service to an underground service the customer or contractor shall pay the following conversion fee when payment is made for the building or electrical permit. If the conversion from overhead to underground includes an upgrade, the applicable upgrade fee shall apply in place of the conversion fee.

Service Conversion Fee	Fee per Meter
200 AMP Service	$680
400 AMP Service	$847

Service upgrades above 400 Amps require metering with instrument transformers. The fee will be established based on the specific requirements of each individual request. The fee will be equal to the cost of all materials, labor and equipment necessary to make the requested upgrade.

The service upgrade and conversion fees may be reviewed annually. If the actual cost to install the service upgrade or conversion change, the service connection fees will be adjusted accordingly by the City Manager. Notice of any adjustments to the upgrade or conversion fees will be provided at least sixty (60) days prior to the effective date of the adjustment. The adjustment may occur on January 1st. Anyone who is aggrieved by an adjustment may make a written appeal to the City Manager.

CHAPTER 7

UNDERGROUND DISTRIBUTION FOR RESIDENTIAL SUBDIVISIONS
(for one- and two-family dwelling units)

5.7.1. STANDARD DESIGN

A. SEU's design standard for distribution system construction within all new residential subdivisions will be that of an underground distribution system. The system will be designed to supply single phase, 120/240 volt, underground service to each residence or mobile home space in an entire tract or subdivision.

B. The location and placement of all utilities within the easements shall be as specified in this chapter.

5.7.2. CONDITIONS

SEU will provide and install the conductor wire for an underground distribution system with pad mounted transformers and equipment, subject to the terms contained in or referenced by this section, if the following conditions are met:

A. The developer shall furnish Development Services with a subdivision plat map which contains the necessary utility easements. The utility easements shall be located as specified and approved by the City for the electrical system installation.

B. The developer shall provide cleared easements which are graded to final elevation (grade) and which

meet the easement requirements specified later in this chapter.

C. The developer shall have all lot corner pins marked and identified by a registered surveyor.

D. The developer shall assist the City in coordination with other utility companies regarding the installation sequence of the other utility facilities before and during electric utility installation.

5.7.3. RESERVED

5.7.4. RESERVED

5.7.5. TRANSFORMER AND EQUIPMENT LOCATIONS

A. The location of transformers and equipment shall be determined by SEU. The developer or customer shall not enclose or obstruct the transformers or equipment so as to impair ventilation to the transformers or restrict access by City personnel to the equipment or transformers for maintenance or replacement. Dirt, debris, rocks, ties, lumber, shrubs, tall vegetation, or other items which would impair ventilation, enhance rusting, and prevent access shall not be placed on or around transformers or equipment. The minimum clearance distance shall be ten feet (10') in the front of any access doors and three feet (3') to all other sides of any SEU equipment. Existing equipment with signage requiring less clearance will generally be allowed to remain unless it interferes with SEU's ability to safely operate and maintain its equipment.

B. If obstructions are found in emergency outage restoration conditions, SEU shall have the right to remove the obstructions immediately. If the obstructions are found during normal maintenance activities, SEU will attempt to notify the property owner or consumer to remove the obstructions within 6 working days via phone contact and door handle notices (door knockers). If removal has not been completed within 6 working days, SEU shall have the right to remove said obstructions.

C. SEU will endeavor to locate transformers and equipment outside of drainage ways and above expected water levels. The developer or owner shall not alter the drainage ways in such a manner that would place City equipment within these wet areas. If this provision is violated, SEU will modify the distribution system as necessary to correct the problem at the cost of the developer or owner.

5.7.6. SECONDARY SYSTEM

If required as part of a system extension, the utility secondary system shall be installed by the developer as shown on the SEU system extension plan and in accordance with SEU standards.

5.7.7. RESERVED

5.7.8. STREET LIGHTING ON PUBLIC STREETS

Street light poles, fixtures and conductor wire will be installed and maintained by SEU. Street lighting is subject to the following conditions:

A. The platted subdivision is within the City limits;

B. The subdivision is served by the SEU electric system;

C. The roads are dedicated City streets;

D. The developer provides the necessary easements for the underground conduit and conductors.

5.7.9. STREET LIGHT FIXTURES ON PUBLIC STREETS

Street lighting fixtures and poles will be of SEU's current, standard design and powered by underground wiring. Locations of street lights will be determined by SEU and shown on the SEU system extension plan. Street lighting fixtures and poles will be installed after the adjacent streets have been constructed and final grading completed.

5.7.10. UNUSUAL CONDITIONS

When unusual conditions are encountered, such as extraordinarily difficult terrain, rocky soil conditions, abnormally wide lots, or other conditions which make underground distribution economically unfeasible, the conditions under which service is to be provided shall be considered on an individual basis.

5.7.11. OVERHEAD CONDUCTORS IN UNDERGROUND DISTRIBUTION SUBDIVISION

A. **Underground Distribution Subdivision Source:** The wording in this section shall not prohibit SEU from installing overhead conductors to access the subdivision property from across roads or adjacent properties, nor shall it prohibit the installing of overhead conductors to underground riser poles on the subdivision property.

B. **Preexisting Overhead Circuits:** Any pre-existing overhead circuits along or across land which is later platted as a subdivision shall remain overhead unless the developer pays the applicable costs for removing, relocating, and/or reinstalling them. This requirement shall not prevent SEU from removing overhead lines at its cost if SEU determines that the lines will no longer be needed.

5.7.12. GUIDELINES FOR EASEMENTS IN UNDERGROUND DISTRIBUTION SUBDIVISIONS

A. **Easements:** With the exceptions of the following items, easements shall be required as specified in the City Code. Placement of utilities within an easement shall conform to the utility placement requirements in the City Code or any superseding city-approved construction standards, except when in the interest of constructability, operations safety, future access considerations, or any combinations thereof, the Director of Electric Utility, at his discretion, may approve of an alternate location of electric lines within an easement where existing conditions or extenuating circumstances warrant.

B. **Coordination:**

1) All easements shall be shown on a recorded plat before SEU begins the installation of conductor wire and the surface equipment associated with the underground distribution system, or

2) If the developer requests SEU to begin installation of conductor wire and the surface equipment associated with the system extension based on an approved preliminary plat, the following process shall be followed:

   a) The developer shall provide SEU with a document stating that the easements shown on the approved preliminary plat are for all intents and purposes the final easements that will be recorded.

   b) The developer shall acknowledge that if any of the easements are changed or relocated on any later version(s) of the plat that cause SEU to relocate its installed system, the developer shall bear the total costs incurred by SEU to relocate its equipment to be in compliance with the revised easements.

C. **Easement Staking:** The staking defining the easement area must be done in such a manner as to allow easy identification during the construction period. The staking must be done in such a manner as to allow construction in any part of the easement.

D. **Slope of Easement:** The preferred easement contour shall be that of a level section of land. If the easement must have a slope, the slope of the easement shall not exceed a 1 (vertical rise) to 4 (horizontal run) ratio. The calculation of the slope shall not be averaged over the full width of the easement to meet the ratio requirements. Retaining walls, near vertical drops, and/or ditches shall not be permitted within the easement.

E. **Other Uses of Easement:** Utility easements shall only be used for the placement of utility equipment and other City-approved installations. The use of utility easements as drainage ways or pedestrian access ways shall not be permitted. The placement of permanent structures and trees within the easement are also prohibited.

5.7.13. NON-STANDARD CONSTRUCTION IN UNDERGROUND DISTRIBUTION SUBDIVISIONS

A. **Optional Equipment:** SEU has the ability to install below-ground secondary splice boxes within underground residential subdivisions. These splice boxes are more expensive to install and more difficult for service personnel to subsequently locate than the above-ground pedestals used in standard underground residential subdivisions.

B. **Conditions:** SEU will agree to install the below-ground splice boxes if the following conditions are met:

1) The customer/developer must request the below-ground splice boxes in writing.
2) Pedestals must be located within recorded easements that are level and separate from any drainage ways.
3) All easements must be adequately sized for the equipment. If the easements are shared with other utilities, the size of the easements may have to be larger than those specified in the City Code.
4) Easements must be at final grade prior to the installation of the underground electric equipment.
5) If the property owners in a 1- or 2-family subdivision request that an existing above-ground pedestal system, or portion thereof, be changed to a below-ground splice box system, in addition to the above items 1 through 4, is the property owners shall be required to pay for all of the costs (including SEU labor) involved in changing the pedestal system from its existing configuration to the below-ground style. Costs for labor and materials shall be estimated prior to construction. The estimate shall be pre-paid by the property owners. When the work has been completed, the actual costs shall be compared to the estimated costs and a refund provided or an additional billing submitted to the property owners. The same payment terms for the installation of underground equipment also applies to new system extensions when requested by the developer.

CHAPTER 8

UNDERGROUND COMMERCIAL OR INDUSTRIAL SERVICE TO A SINGLE CUSTOMER (SECONDARY METERING)

5.8.1. DELIVERY AT SECONDARY VOLTAGE THROUGH CITY-OWNED TRANSFORMERS

When in SEU's judgment a new commercial or industrial customer's load is sufficient to make an underground secondary extension impractical, generally any load in excess of 400 amps, SEU may provide service as defined below.

SEU requires easements for primary conductor installation necessary for the service.

The wording in this section shall not prohibit SEU from installing overhead conductors to access the customer's property from across roads or adjacent properties, nor shall it prohibit the installation of overhead conductors to underground riser poles on the customer's property.

5.8.2. SINGLE SECONDARY METERING POINT

A. A primary voltage supply will be extended to a transformer location near the point of usage under extension rules stated in 5.8.4 below.

B. The customer shall perform the necessary trenching, provide and place the electric conduit, bedding and warning tape, perform the trench backfilling and compaction and construct the required concrete transformer pad or pads. Where conduit will be installed under hard surfaces such as concrete, asphalt paving, etc., customer shall furnish and place a continuous length of Schedule 80 poly pipe sized for the application. The electric conduit shall be placed four (4) feet below the final finished grade. All work performed and materials provided by the customer shall be in accordance with SEU standards and as shown on the system extension plan. SEU will provide and install the primary conductor wire and transformer as needed. If for whatever reason SEU is unable to pull the conductor wire through the conduit, it shall be the customer's responsibility to correct the problem at their expense during the warranty period.

C. The point of delivery will be defined as the lugs on the secondary bushings of the transformer and the customer shall be responsible for installing, owning, and maintaining all of the customer's distribution system beyond those lugs. SEU will provide the secondary lugs and make the secondary terminations on the transformer bushings.

D. The customer shall install a Utility-supplied meter base in a location determined by SEU. The customer installation shall include the conduit to the secondary compartment of the transformer. SEU will provide necessary metering equipment and metering wiring.

E. If a single customer is to be provided secondary service, and due to service requirements SEU determines that more than one transformer station is required, primary metering may be used at the option of SEU. The point of delivery remains at the lugs on the secondary bushings.

5.8.3 MULTIPLE SECONDARY METERING POINTS

A. In cases in which several commercial customers are to be supplied from one pad-mounted transformer, or where residential apartment buildings require multiple meters, this section applies.

B. SEU will make a reasonable estimate as to the capacity to be supplied and size its system accordingly. Any capacity requested by the customer above the estimated capacity shall be at the full expense of the customer.

C. Any other special requests which require a more expensive installation than is judged to be necessary by SEU will be at the customer's expense.

D. A primary voltage supply will be extended to a transformer located near the point of usage under extension rules stated in Section 5.8.4 below.

E. The customer shall perform the necessary trenching, provide and place the electric conduit, bedding and warning tape, perform the trench backfilling and compaction for the primary and secondary conductors, construct the concrete transformer pad and install meter base(s) furnished by SEU in a location determined by SEU. Where conduit will be installed under hard surfaces such as concrete, asphalt paving, etc., customer shall furnish and place Schedule 80 poly pipe sized for the application. The electric conduit shall be placed four (4) feet below the final finished grade. All work performed and materials provided by the customer shall be in accordance with SEU standards and as shown on the system extension plan. When required, customer shall provide utility- approved junction boxes for current transformer installation. Customer may choose to provide a multi-positioned, ganged meter panel, with or without main breakers, instead of using SEU-furnished meter bases. If for whatever reason SEU is unable to pull the conductor wire through the conduit, it shall be the customer's responsibility to correct the problem at their expense during the warranty period.

F. SEU will provide and install the primary conductors, transformer and meters.

G. The customer shall group the meters, as specified by SEU at a mutually satisfactory location or locations on the premises. SEU will provide, operate, and maintain all secondary cable to the points of delivery. The point of delivery will be defined as the physical connection of SEU secondary cables to the service entrance bus conductors, ganged meter base bus bar, or the line terminals of SEU supplied meter base.

H. SEU will install up to **150** feet of secondary cable to each set of service connection points. Any secondary cable on the consumer's premises in excess of **150** feet shall be installed by SEU at the expense of the customer.

I. The consumer's secondary footage allowance shall be determined by multiplying the number of single meter or multiple meter groups by 150 feet. The installation costs for any and all secondary conductor footage in excess of footage allowance will be the actual cost of all materials and installation expenses for the secondary services(s), multiplied by the footage in excess of the footage allowance.

5.8.4. REQUIREMENTS FOR UNDERGROUND PRIMARY CONDUCTOR EXTENSION TO PAD-MOUNTED TRANSFORMERS

A. The customer shall, at their expense, provide on their premises for each transformer installation, an approved transformer vault or transformer pad, as required by SEU. SEU shall provide to the customer a detailed drawing showing pad dimensions based upon the size of transformer that will be installed. Depending upon the method of metering to be used for the customer, additional drawings of required metering equipment may also be provided.

B. When pad mounted transformers are to be used, the pad location shall be chosen to protect the transformers from damage by traffic, or the customer shall provide adequate guards, as approved by SEU.

C. The transformer area shall be accessible to SEU's large trucks for installation and maintenance. The customer shall not enclose the transformer location so as to impair ventilation by the transformers or restrict access to SEU personnel for maintenance or replacement of SEU's equipment.

D. The customer shall not paint the transformer or in any way alter its exterior finish without prior approval from SEU.

5.8.5. STANDARD CONSTRUCTION FOR PRIMARY VOLTAGE ROAD CROSSINGS

The electric utility's standard method for crossing City roads and state highways will be with overhead primary conductors. Where such crossings are necessary to serve a customer on the side of the road opposite the location of the distribution line, SEU will require that the customer provide the necessary easement(s) on their side of the road for installation of pole(s) and anchor(s) as required for the road crossing. If the needed easement is granted, this overhead crossing will be made at no charge to the customer.

5.8.6. RESERVED

5.8.7 MULTI-FAMILY SERVICE CONNECTION FEE

For all multi-family (**three** or more dwelling units per building) service connections the contractor shall provide the installation in accordance to 5.8.3 and 5.8.4 above. Service extensions greater than 150 feet will be subject to extension fees outlined in 5.8.3 (J) above.

CHAPTER 9

Reserved

CHAPTER 10

OVERHEAD SERVICE TO A SINGLE CUSTOMER FROM A PRIMARY OVERHEAD SYSTEM (PRIMARY METERING)

5.10.1. SERVICE AT PRIMARY VOLTAGE TO CONSUMER-OWNED OVERHEAD EQUIPMENT (PRIMARY METERING)

If the consumer requests single phase or three phase overhead service from SEU's primary system (7,200 or 12,470 volts), SEU, if it finds such service to be feasible, will provide the service based upon the following criteria.

5.10.2. SEU RESPONSIBILITY

A. Requests for service to primary metered loads should be made far in advance. Requests will be analyzed in view of SEU's extension policy as covered herein or considered as special cases.

B. For primary metered, overhead service, SEU will terminate its primary overhead conductors on the line side of the customer's switch.

C. The point of delivery will be defined as the line side of the customer's gang operated disconnect switch.

D. Metering will be done at primary voltage with equipment placed on a pole one span prior to the customer's point of service.

E. At the option of SEU, and only in special cases, the metering may be done on the secondary voltage side of the service. In this case, plans for the facilities to be provided for the meter installation are to be submitted to SEU before the work is started in order to assure compliance with City and regulatory code requirements.

5.10.3. CUSTOMER'S RESPONSIBILITY

A. The customer shall be responsible for the installation, ownership, maintenance, and operation of the customer's distribution system beginning with the gang operated switch and the pole on which it is mounted.

B. The customer shall be responsible for providing qualified personnel trained in high-voltage maintenance and operations to oversee his system and equipment. SEU is not required to provide personnel, materials, or equipment for repairs on any equipment on the customer's side of the point of service.

C. Customer shall prepay for balance of all utility-supplied materials and equipment including, but not limited to primary overhead wire, poles, and line hardware. SEU will install, operate and maintain the primary overhead system to the line terminations at the customer’s gang operated switch.

5.10.4. CUSTOMER'S OVERHEAD SERVICE EQUIPMENT

A. The customer shall supply a lockable, gang operated, 15 KV, load break switch as its point of service. The switch shall be of sufficient capacity to carry the customer’s maximum electrical loads and to open successfully under loaded conditions.

B. The switch shall be mounted on a substantial and sound pole owned and installed by the customer on the customer's property. As a minimum, the pole shall be a 40' Class 2, Southern Yellow Pine or steel pole equivalent to that size and class.

C. The customer's gang operated switch shall have an insulated operating handle and shall be operable by the customer's employees from ground level.

D. The customer shall provide a set of high voltage fuses sized for his electrical load and installed on the switch pole immediately after the switch. The fuses shall have an interrupt rating exceeding the available fault current at that location on the electric system.

5.10.5. SUBMETERING

Wording in this section shall not prohibit SEU from installing primary or secondary voltage sub metering equipment if necessary for metering customer usage for special tariffs.

5.10.6. TRANSMISSION VOLTAGE SERVICES

A. Primary service at the transmission voltage of 69 KV may be available to qualified industrial customers in certain areas of the SEU system. If the size of the proposed industrial load indicates or requires a transmission voltage service, as determined by SEU staff, the general intent of this chapter shall be applied to the proposed service, but at the corresponding higher voltage and with the appropriate higher voltage class of equipment. In general, the minimum required customer loading needed to qualify for transmission voltage class service shall be any coincident customer demands greater than 10,000 KW.

B. The customer shall contact SEU staff for a determination of the availability of such service. It is noted that transmission line construction and source substation modifications will require a significant lead time, and the customer should contact SEU as soon as possible to avoid excessive delays in receiving transmission voltage service.

CHAPTER 11

Reserved

CHAPTER 12

CUSTOMER COST CALCULATIONS

5.12.1. TEMPORARY ELECTRIC SERVICE

A. A Temporary service may be provided for short-term use. The connection fee will be calculated by SEU for each service application. Customer shall pay connection fee prior to commencement of service installation. Building construction temporary service shall not be subject to the connection charge.

B. Temporary service for building construction shall be metered and installed according to SEU construction standards. Billing shall be at the current General Service (GS) rate.

C. **Reserved**

5.12.2. MODIFICATIONS OF SEU'S ELECTRICAL SYSTEM

SEU attempts to install its electrical system equipment on, over, and in easements, designated rights-of-way, and public property. SEU will consider relocating existing facilities in these areas only in the following cases.

A. **Equipment Relocation and/or Removal for Property Owner's Convenience.**
The relocation and/or removal, for the convenience of a property owner, of an existing underground or overhead line, pad mount transformer, junction box, pedestal, guy, pole, street light, and/or other piece of equipment or conductor which is properly located on an easement, right-of-way, or public property, will only be performed if the following conditions are met:

1) **Relocation and/or removal work performed by SEU:** The requesting property owner shall pay

the total estimated cost for installing, removing, and/or relocating the affected facilities. The cost to the property owner shall include the costs of all new materials and the labor and equipment needed to perform the work. The estimated costs shall be paid prior to the work. After completion of the work, any excess contribution shall be returned to the customer; if the actual cost was higher than estimated, the additional cost will be billed to the customer. **Exception:** If utility facilities are located upon, over, or under private property without a recorded easement and have openly existed at this location for more than 15 years, SEU will assume up to 50% of the relocation costs provided property owner grants or obtains, with no costs to utility, the easements necessary to serve any customers affected by the relocation of facilities.

2) **Relocation work performed by Third Party:** At SEU's option, the property owner may be required to hire an outside professional engineer to prepare a utility relocation plan for review by the utility. Once a relocation plan is approved by the utility, the property owner may then be required to hire an electrical contractor to perform the actual relocation work to the satisfaction of the design engineer and utility. "As-built" plans and a one year maintenance bond shall be submitted to SEU before final approval of construction, issuance of related building permits and provision of electric service.

3) **Relocation of Equipment:** Regardless of who performs the relocation work, the system equipment will only be relocated onto another easement, right-of-way, or public property location. If none is readily available, then a suitable qualifying location must be procured or the equipment will not be relocated.

4) **Cost of Easements:** If the relocation requires that additional easement(s) be acquired by or on behalf of the City, the cost(s) involved in securing the required easement(s) shall be included in the estimated cost of the construction.

B. **Electrical Equipment Relocations Caused by Property Owner's Infringement on Clearance Spaces:** When a property owner knowingly or unknowingly constructs a structure, deck, sign, wall, fence, or other obstruction which creates a violation of clearances from overhead or underground electric facilities as defined in the National Electric Safety Code (ANSI C2), or as required by SEU construction practices, the violation must be corrected as soon as possible. Corrective action shall be the responsibility of the property owner, regardless of whether the obstruction was constructed with or without the knowledge and/or approval of SEU. The property owner shall be given the following alternatives:

1) The property owner, at his expense, may remove the structure causing the violation, or the violating part thereof, to the level or location at which the structure is no longer in violation.

2) SEU will relocate the electric facilities, as required, to eliminate the clearance violation. All costs associated with this relocation shall be charged to the property owner. Charges may be paid outright or billed in equal monthly installments on the electric bill over a 12 month period.

C. **Relocations to Provide Clearances for House Moves and Transport of Oversized Materials:** Where a house, structure, or equipment is to be moved upon, across, or over roadways, or along a way over which electric wires are strung, advance notice in writing must be made to SEU in accordance with Chapter 10, Article VI of the City Code. Notice shall include the dimensions of the object, the time of the move, and the precise route over which the object is to be moved. For moves that occur during regular business hours, SEU will provide the manpower necessary for clearance work without charge. If the move involves after-hours work and/or material costs, SEU will calculate the estimated costs involved in providing clearance to overhead power lines. Payment shall be made to SEU in advance for these estimated costs involved in providing the necessary clearance. In no case shall anyone other than employees of SEU remove, cut, raise, or handle any wires in connection with the moving and providing of clearance.

CHAPTER 13

STREET LIGHTING POLICY

5.13.1. STREET LIGHTS

A. **General:** Appropriate street lighting is important to the night-time safety and way finding of both pedestrians and motorists along public streets. Street lighting is not intended for, or adequate to provide, security lighting of private property. The Director of Electric Utility shall approve of all designs and standard lighting equipment used on city street lighting projects. When selecting new lighting fixtures with light output above 9500 lumens, or mounting heights above 15 feet, it shall be the policy of SEU to use fixtures that will limit unnecessary up-light that can cause light pollution and glare that impairs safe travel along public streets.

B. **Placement:**

1) SEU will attempt to place street lights at all intersections of two public streets where practical. Street lighting in new subdivisions with public streets shall be in accordance with the street lighting provisions contained within the City Code and City of Stillwater Design and Construction Standards.

2) Street lighting on residential streets will not normally be placed mid-block unless there are exceptional circumstances such as a curve, significant change in elevation or the block is extremely long (in excess of 500 ft.).

3) Residential cul-de-sacs or dead end streets serving four or more residential customers that exceed 250 ft. in length measured from the street light location at the intersection to the right-of-way boundary at the end shall qualify for a street light near the cul-de-sac or street's ending point.

4) Placement of street lights at other locations other than as described in 5.12.2.B can only be approved by special permission of the Director of Electric Utility and upon specific request. All associated costs with the installation shall be the responsibility of the customer. The customer shall provide all easements when existing easements are not available.
5) Nothing herein shall preclude the rental of security lights by customers at locations that do not qualify for street lighting.

C. **Standard Street Lighting – Established Residential Areas:**

1) The standard street light shall match the existing construction method in the area. Appropriate fixture and pole shall be used. Wiring shall be overhead or underground at the Utility's discretion.

2) If the customer requests a street light whose construction method is more expensive than the standard street light and the Director of Electric Utility determines such an installation is feasible and permits the installation, all costs above those of a standard installation shall be paid by the requesting customer(s). If the request is for replacement of a wood pole light, then the provisions of 5.13.1 G. below shall apply.

D. **Standard Street Lighting – New Residential Areas:**

1) Street lighting for new residential subdivisions with public streets shall be installed in accordance with the street lighting provisions contained within the City Code and City of Stillwater Design and Construction Standards.
2) Street lighting for any new residential area served overhead may have wood or metal poles with standard fixtures attached to the poles.

E. **Standard Street Lighting – Non-Residential Areas:**

1) The standard street lighting for non-residential areas shall use a variety of pole materials and fixture types selected for a given application. All new construction and materials shall conform to the SEU Electric Distribution Construction Specifications and standard drawings contained therein.

2) On collector and arterial streets, because of the increased traffic volume, continuous and more intense lighting is typically required. A request from a property owner, interested party in the area, or city department will prompt SEU to investigate, design and ultimately install lighting that is warranted.

3) Lighting installed on major arterial State controlled routes or highways must be designed in compliance with Oklahoma Department of Transportation (ODOT) regulations and be approved by ODOT prior to installation.

F. **Ownership:** All new street lighting fixtures and poles that are located along public streets will be owned, maintained and replaced as needed by SEU. All street lighting fixtures poles and service lines that are located along private streets shall be owned, maintained and replaced as needed by the property owners. Developers, homeowner associations, or individuals shall not specify or install their own lighting fixtures on the public right-of-way.

G. **Replacement of Fixtures, Overhead with Underground:**

1) If requested by customers in an existing overhead service area, SEU will consider replacing the wood pole lights with aluminum poles and associated fixtures with underground wiring if the following conditions are met:

a. The customers requesting the change shall pay the total cost involved in removing the old fixtures and installing the new. This cost shall include all materials, labor, trenching, repair of affected properties, etc. involved with the project.

b. The customers shall aid SEU in obtaining all required easements for the equipment necessary for the underground lighting system. In no case will SEU purchase easements for this equipment.

H. **Petition to Add or Remove Street Lights**

1) Upon request by customers, SEU may consider the addition or removal of street lights on a case-by-case basis.
2) A petition signed by a majority of customers impacted by a street light (typically 3 of the 4 closest customers), is required before the utility will add a street light within a developed area.

I. **Non-Standard Street Lights**

1) Developers or customers may request a non-standard street light installation along public right-of-way. SEU has the sole right to approve or reject any non-standard street lights. If approved, the cost of materials and installation, including two additional poles, fixtures and accessories, shall be paid prior to the commencement of work. SEU will retain ownership of the installation, as provided in 5.13.1 F above.

5.13.2 RENTAL LIGHTS

A. **General:** SEU will make available rental lights of various types and sizes, as economically feasible, for installation at the request of customers. Costs for installation and monthly rental rates shall be as listed in the current Outdoor Security Lighting (OSL) rate schedule.

B. **Placement:** Rental lights will only be installed on existing wood poles in areas where overhead distribution is present. In the interest of structural integrity, rental lights shall not be attached to other types of SEU poles such as aluminum or fiberglass street lighting poles. Rental lights shall not be available in areas with underground distribution systems.

RESOLUTION NO. CC-2025-13

A RESOLUTION OF THE STILLWATER CITY COUNCIL APPROVING THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2025 AIRPORT IMPROVEMENT PROGRAM DISCRETIONARY FUNDS ADMINISTERED BY THE FEDERAL AVIATION ADMINISTRATION FOR AIRPORT INFRASTRUCTURE IMPROVEMENTS AT STILLWATER REGIONAL AIRPORT; AND APPROVING THE ASSOCIATED BUDGET AMENDMENTS FOR THE REQUIRED SPONSOR MATCH

WHEREAS, the Federal Aviation Administration's (FAA) regular Airport Improvement Program (AIP) provides more than $3.18 Billion annually in entitlement and discretionary grant funds for a network of more than 3,300 eligible airports; and

WHEREAS, Public Law 117-328 "Consolidated Appropriations Act, 2023" included a supplemental amount of approximately $559 Million for FAA discretionary grants under the AIP statute; and

WHEREAS, Stillwater Regional Airport intends to apply for FAA Fiscal Year (FY) 2025 AIP discretionary funds in support of procurement and installation of a passenger boarding bridge and baggage conveyor in connection with the Stillwater Regional Airport Terminal Building and Improvements Project; and

WHEREAS, the estimated total project cost is $1,313,542; and

WHEREAS, the anticipated cost share under the FAA FY 2025 AIP discretionary grant is as follows: Federal Aviation Administration: $1,244,408 and City of Stillwater: $69,134 (5% sponsor match); and

WHEREAS, these improvements will enhance operational efficiency and safety of airport users, particularly users of the commercial air service terminal.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Stillwater, Oklahoma:

Section 1: That the City of Stillwater hereby authorizes submission of a Federal Aviation Administration grant application for FAA FY 2025 AIP discretionary funds in an amount not-to-exceed $1,244,408 and payment of matching funds.

Section 2: That the City of Stillwater hereby approves the attached Budget Amendment to appropriate funds for the required sponsor match.

Section 3: That the Mayor or Vice-Mayor is hereby authorized to execute all necessary project documents including: grant applications, offers and agreements, sponsor certifications, DBE certifications, contracts and other related documents as may be required to secure funding and conduct said airport project.

PASSED AND ADOPTED this 7th day of July 2025.

CITY OF STILWATER, OKLAHOMA
a Municipal Corporation

_____
WILLIAM H. JOYCE, MAYOR

(SEAL)

ATTEST:

_____
TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY this 7th day of July 2025.

_____
KIMBERLY CARNLEY, CITY ATTORNEY

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 2026

Date: 06/25/2025

Department: Airport **Requested by:** Christy Cluck

Explanation:

Expenditures:
To appropriate funds for Airport Improvement Program (AIP) grant match for purchase of a passenger boarding bridge related to the construction of the new Airport terminal.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	AIP Grant	8207010 - 54008	25AP07820	$ 0	$ 69,134	$ 69,134
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 69,134

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: _____ **Date:** _____

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

Set ID: _____ **Date Sent to SA&I:** _____

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The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2026

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 06/25/2025

Department: Airport **Requested by:** Christy Cluck

Explanation:

Revenue:
Authorize Transfer In from General Fund to Airport Grants Fund to fund Airport Improvement Program (AIP) grant match for purchase of a passenger boarding bridge related to the construction of the new Airport terminal.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfers In	8200000 - 61000		$ 59,167	$ 69,134	$ 128,301
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 69,134

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: _____ **Date:** _____

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

Set ID: _____ **Date Sent to SA&I:** _____

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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 2026

Date: 06/25/2025

Department: Airport **Requested by:** Christy Cluck

Explanation:

Expenditures:
Move funds from General Fund Contingency to General Fund Transfers Out to fund Airport Improvement Program (AIP) grant match for purchase of a passenger boarding bridge related to the construction of the new Airport terminal.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfers Out	1010000 - 71000		$ 2,373,369	$ 69.134	$ 2,442,503
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
Decrease:	Contingency	1011020 - 53067		$ 625,000	$ 69.134	$ 694,134
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 138,268

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: _____ **Date:** _____

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

Set ID: _____ **Date Sent to SA&I:** _____

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RESOLUTION NO. CC-2025-14

A RESOLUTION OF THE STILLWATER CITY COUNCIL APPROVING THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2025 AIRPORT INFRASTRUCTURE GRANT FUNDS ADMINISTERED BY THE FEDERAL AVIATION ADMINISTRATION FOR AIRPORT INFRASTRUCTURE IMPROVEMENTS AT STILLWATER REGIONAL AIRPORT; AND CONFIRMING APPROPRIATION OF THE SPONSOR MATCH

WHEREAS, Public Law 117-58 Infrastructure Investment and Jobs Act provides approximately $15 billion for airport-related projects as defined under the existing Airport Infrastructure Grant (AIG) and Passenger Facility Charge criteria; and

WHEREAS, approximately $2.89 billion of AIG funds will be administered by the Federal Aviation Administration (FAA) through the AIG program to airport sponsors for airport infrastructure improvements; and

WHEREAS, Stillwater Regional Airport intends to apply for Fiscal Year (FY) 2025 AIG funds in support of procurement and installation of furniture, furnishings, and equipment in connection with the Stillwater Regional Airport Terminal Building and Improvements Project; and

WHEREAS, the estimated total project cost is $769,471 ($11,745 of the total project cost is ineligible for the AIG funds); and

WHEREAS, the anticipated cost share under the FAA FY 2025 AIG grant is as follows: Federal Aviation Administration: $719,840 and City of Stillwater: $37,886 (5% sponsor match); and

WHEREAS, these improvements will enhance operational efficiency and safety of airport users, particularly users of the commercial air service terminal.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Stillwater:

Section 1: That the City of Stillwater hereby authorizes submission of a Federal Aviation Administration grant application for FAA FY 2025 AIG funds in an amount not-to-exceed $719,840 and payment of matching funds.

Section 2: That the City of Stillwater hereby confirms that it has appropriated funds for the required sponsor match.

Section 3: That the Mayor or Vice-Mayor is hereby authorized to execute all necessary projects including: grant applications, offers and agreements, sponsor certifications, DBE certifications, contracts and other related documents as may be required to secure funding and conduct said airport project.

PASSED AND ADOPTED this 7th day of July 2025.

CITY OF STILWATER, OKLAHOMA
a Municipal Corporation

_____
WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

_____
TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY this 7th day of July 2025.

_____
KIMBERLY CARNLEY, CITY ATTORNEY

RESOLUTION NO. CC-2025-15

A RESOLUTION OF THE STILLWATER CITY COUNCIL AUTHORIZING THE WAIVER OF STILLWATER FIRE DEPARTMENT BILLS FOR RURAL FIRE SERVICES PROVIDED IN RESPONSE TO THE MARCH 14, 2025 WILDFIRE DISASTER

WHEREAS, On March 14, 2025, the City of Stillwater experienced devastating wildfires and strong winds which caused significant damage to homes and businesses resulting in substantial hardship to affected residents and property owners; and

WHEREAS, in response to said wildfires the Stillwater Fire Department provided fire services inside and outside city limits, which included service areas where property owners may be billed for rural fire services provided; and

WHEREAS, the Stillwater Fire Department estimates that it incurred approximately $75,000 in billable fees for trucks, equipment, and personnel responding to the emergency; and

WHEREAS, the Mayor declared a State of Emergency for the City of Stillwater due to the devastating wildfires and strong winds and requested that the Oklahoma Department of Emergency Management (OEM) and the Federal Emergency Management Agency (FEMA) conduct initial damage assessments (IDA) and preliminary damage assessments (PDA) within the corporate limits of the City of Stillwater to determine whether state and federal assistance are available for response and recovery for this wildfire and severe weather disaster; and

WHEREAS, Governor Stitt issued Executive Order 2025-06 wherein he declared a disaster emergency for Payne County caused by dangerous wildfires and straight-line winds beginning March 14 and formally requested federal disaster aid for Oklahomans impacted by the wildfires to provide federal assistance to residents and business owners in Payne County which includes SBA low-interest loans to repair or replace damages property, disaster unemployment assistance and grants for serious needs and necessary disaster expenses not covered by other programs; and

WHEREAS, in recognition of the hardship faced by residents and property owners who were impacted by the wildfires, the City Council wishes to support recovery efforts by providing financial relief to those impacted residents and property owners by waiving any applicable rural fire bills; and

WHEREAS, waiving rural fire bills for fire victims will assist in the timely recovery and rebuilding efforts and provide a measure of relief to those in need which serves a public purpose.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STILLWATER THAT:

1. ***Waiver of Rural Fire Bills:*** The City Council hereby waives any Stillwater Fire Department rural fire bills for fire services rendered in response to the March 14, 2025 wildfires.

2. ***Eligibility:*** This waiver shall apply to any rural fire bills regardless if the property owner has a Rural Fire Contract.

3. ***Scope of Waiver:*** This waiver is limited to only City of Stillwater Fire Department bills for rural fire services provided in response to the March 14, 2025 wildfires.

4. ***Effective Date:*** The City Council directs the City Manager and the Finance Director to implement this Resolution immediately.

5. ***Other Provisions:*** Nothing in this Resolution shall be construed as waiving other applicable laws, regulations, or codes.

PASSED AND ADOPTED this 7th day of July, 2025.

CITY OF STILLWATER, OKLAHOMA
a Municipal Corporation

_____
WILLIAM H. JOYCE, MAYOR

(SEAL)

ATTEST:

_____
TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 7th day of July, 2025

_____
KIMBERLY CARNLEY, CITY ATTORNEY

ORDINANCE NO. 3574

AN ORDINANCE AMENDING STILLWATER CITY CODE BY AMENDING CHAPTER 16, CRIMES, MISCELLANEOUS OFFENSES AND PROVISIONS, BY REPEALING ARTICLE VII, SMOKING, IN ITS ENTIRETY; AND CREATING AND ADOPTING CHAPTER 16, CRIMES AND MISCELLANEOUS OFFENSES AND PROVISIONS, ARTICLE VII, USE OF TOBACCO PRODUCTS AND VAPOR PRODUCTS IN CERTAIN PLACES PROHIBITED; SECTION 16-170, DEFINITIONS; SECTION 16-171, PROHIBITED CONDUCT; SECTION 16-172, REQUIRED SIGNS; SECTION 16-173, PENALTIES AND ENFORCEMENT; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR STATUTORY CONSTRUCTION AND SEVERABILITY.

(*AMENDMENTS HIGHLIGHTED BY STRIKETHROUGH AND UNDERLINING*)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA:

SECTION 1: The Stillwater City Code, Chapter 16, Crimes, Miscellaneous Offenses and Provisions, be amended by repealing Article VII, Smoking, in its entirety as follows:

~~**ARTICLE VII. SMOKING.**~~

~~**Sec. 16-170. Use of lighted tobacco in public prohibited.**~~

~~(a) The possession of lighted tobacco in any form is a public nuisance and dangerous to public health and is hereby prohibited when such possession is in any indoor place used by or open to the public, public transportation, or any indoor workplace, except where specifically allowed by law. As used in this section, the term "indoor workplace" means any indoor place of employment or employment-type service for or at the request of another individual or individuals, or any public or private entity, whether part-time or full-time and whether for compensation or not. Such services shall include, without limitation, any service performed by an owner, employee, independent contractor, agent, partner, proprietor, manager, officer, director, apprentice, trainee, associate, servant or volunteer. The term "indoor workplace" includes work areas, employee lounges, restrooms, conference rooms, classrooms, employee cafeterias, hallways, any other spaces used or visited by employees, and all space between a floor and ceiling that is predominantly or totally enclosed by walls or windows, regardless of doors, doorways, open or closed windows, stairways, or the like. The provisions of this section shall apply to such indoor workplace at any given time, whether or not work is being performed.~~

~~(b) Nonsmoking areas include:~~

~~(1) All buildings, owned or operated by the city shall be designated as entirely nonsmoking.~~

~~(2) No smoking shall be allowed within 25 feet of the entrance or exit of any building owned or operated by the city.~~

~~(c) The restrictions provided in this section shall not apply to stand-alone bars, stand-alone taverns and cigar bars as defined in 63 O.S. § 1-1522. The terms "stand-alone bar," "stand-alone tavern," and "cigar bar" mean an establishment that derives more than 60 percent of its gross receipts, subject to verification by competent authority, from the sale of alcoholic beverages and low-point beer, and no person under 21 years of age is admitted, except for members of a musical band employed or hired as provided in 37 O.S. § 537(b)(2), and that is not located within, and does not share any common entryway or common indoor area with, any other enclosed indoor workplace, including a restaurant.~~

~~(d) The restrictions provided in this section shall not apply to the following:~~

~~(1) The room or rooms where licensed charitable bingo games are being operated, but only during the hours of operation of such games;~~

~~(2) Up to 25 percent of the guest rooms at a hotel or other lodging establishment;~~

~~(3) Retail tobacco stores predominantly engaged in the sale of tobacco products and accessories and in which the sale of other products is merely incidental and in which no food or beverage is sold or served for consumption on the premises;~~

~~(4) Workplaces where only the owner or operator of the workplace, or the immediate family of the owner or operator, performs any work in the workplace, and the workplace has only incidental public access. The term "incidental public access" means that a place of business has only an occasional person, who is not an employee, present at the business to transact business or make a delivery. It does not include businesses that depend on walk-in customers for any part of their business;~~

~~(5) Workplaces occupied exclusively by one or more smokers, if the workplace has only incidental public access;~~

~~(6) Private offices occupied exclusively by one or more smokers;~~

~~(7) Workplaces within private residences, except that smoking shall not be allowed inside any private residence that is used as a licensed child care facility during hours of operation;~~

~~(8) Medical research or treatment centers, if smoking is integral to the research or treatment;~~

~~(9) A facility operated by a post or organization of past or present members of the Armed Forces of the United States which is exempt from taxation pursuant to sections 501(c)(8), 501(c)(10) or 501(c)(19) of the Internal Revenue Code, 26 USC 501(c)(8), 501(c)(10) or 501(c)(19), when such facility is utilized exclusively by its members and their families and for the conduct of post or organization nonprofit operations except during an event or activity which is open to the public; and~~

~~(10) Any outdoor seating area of a restaurant; provided, smoking shall not be allowed within 15 feet of any exterior public doorway or any air intake of a restaurant.~~

~~(e) An employer not otherwise restricted from doing so may elect to provide smoking rooms where no work is performed except for cleaning and maintenance during the time the room is not in use for smoking, provided each smoking room is fully enclosed and exhausted directly to the outside in such a manner that no smoke can drift or circulate into a nonsmoking~~

~~area. No exhaust from a smoking room shall be located within feet of any entrance, exit or air intake.~~

~~(f) If smoking is to be permitted in any space exempted in subsections (f) or (g) of this section or in a smoking room pursuant to subsection (h) of this section, such smoking space must either occupy the entire enclosed indoor space or, if it shares the enclosed space with any nonsmoking areas, the smoking space shall be fully enclosed, exhausted directly to the outside with no air from the smoking space circulated to any nonsmoking area, and under negative air pressure so that no smoke can drift or circulate into a nonsmoking area when a door to an adjacent nonsmoking area is opened. Air from a smoking room shall not be exhausted within 15 feet of any entrance, exit or air intake. Any employer may choose a more restrictive smoking policy, including being totally smoke free.~~

~~(g) The person who owns or operates a place where smoking or tobacco use is prohibited by law shall be responsible for posting a sign or decal, at least four inches by two inches in size, at each entrance to the building indicating that the place is smoke-free or tobacco-free.~~

~~(h) Responsibility for posting signs or decals shall be as follows:~~

~~(1) In privately owned facilities, the owner or lessee, if a lessee is in possession of the facilities, shall be responsible;~~

~~(2) In corporately owned facilities, the manager and/or supervisor of the facility involved shall be responsible; and~~

~~(3) In publicly owned facilities, the manager and/or supervisor of the facility shall be responsible.~~

~~**Sec. 16-171. Violation.**~~

~~Any person who knowingly violates this act is guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not less than $10.00 nor more than $100.00.~~

SECTION 2: The Stillwater City Code, Chapter 16, Crimes, Miscellaneous Offenses and Provisions, be amended by creating Article VII, Use of tobacco products and vapor products in certain places prohibited as follows:

ARTICLE VII. USE OF TOBACCO PRODUCTS AND VAPOR PRODUCTS IN CERTAIN PLACES PROHIBITED.

SECTION 3: The Stillwater City Code, Chapter 16, Crimes, Miscellaneous Offenses and Provisions, Article VII, Use of tobacco products and vapor products in certain places prohibited, be amended by creating Section 16-170, Definitions, as follows:

Sec. 16-170. Definitions.

The following words and phrases, whenever used in the Article, shall have the meanings defined in this section unless the context clearly requires otherwise:

Indoor Area means any enclosed area used or visited by employees or the public, at all times, regardless of whether work is being performed. Indoor Area includes work areas, employee lounges, restrooms, conference rooms, classrooms, employee cafeterias, hallways, any other spaces used or visited by employees, as well as all space between a floor and ceiling that is predominantly or totally enclosed by walls or windows, regardless of doors, doorways, open or closed windows, stairways, or the like.

Municipal Property means all buildings, Indoor Areas, and Outdoor Areas, including but not limited to recreational areas, and other property, or portions thereof, owned or operated by the City including but not limited to vehicles and equipment owned by the municipality.

Outdoor Area means any area that is not an Indoor Area, and includes outdoor recreational areas.

Smoking means the carrying by a person of a lighted cigar, cigarette, pipe, or other lighted smoking device.

Tobacco Product means any product that contains tobacco and is intended for human consumption. Tobacco Product does not include any product approved by the United States Food and Drug Administration for sale as a tobacco cessation product.

Vapor Product means any noncombustible product, that may or may not contain nicotine, that employs a mechanical heating element, battery, electronic circuit, or other mechanism, regardless of shape or size, that can be used to produce a vapor in a solution or other form. Vapor Product shall include any vapor cartridge or other container with or without nicotine or other form that is intended to be used with an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device and any vapor cartridge or other container of a solution, that may or may not contain nicotine, that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, or electronic device.

SECTION 4: The Stillwater City Code, Chapter 16, Crimes, Miscellaneous Offenses and Provisions, Article VII, Use of tobacco products and vapor products in certain places prohibited, be amended by creating Section 16-171, Prohibited conduct, as follows:

Sec. 16-171. Prohibited conduct.

(a) No person is allowed to Smoke Tobacco Products in any places in which Smoking Tobacco Products is prohibited by Oklahoma State law.

(b) No person is allowed to Smoke or use Tobacco Products and/or Vapor Products on any Municipal Property, indoor and outdoor, including parks and recreational areas.

(c) Nothing in this Article prohibits any person or entity from prohibiting Smoking or the use of Tobacco Products or Vapor Products on their property, even if the use of Tobacco Products or Vapor Products is not otherwise prohibited in that area.

(d) No person or entity shall knowingly permit Smoking or the use of Tobacco Products or Vapor Products in an area that is under their control, if the use of Tobacco or Vapor Products is prohibited by law in that area.

(e) No person or entity shall permit the placement of ash receptacles, such as ash trays or ash cans, within an area under the control of that person or entity and in which Smoking is prohibited by law. However, the presence of ash receptacles shall not be a defense to a charge of the use of Tobacco Products or Vapor Products in violation of any provision of this Article.

(f) No person shall dispose of Smoking, Tobacco Product, or Vapor Product waste within an area in which Smoking and the use of Tobacco Products or Vapor Products is prohibited.

(g) No Person or entity shall intimidate, threaten, or otherwise retaliate against another person or entity that seeks to attain compliance with this Article. .

SECTION 5: Stillwater City Code, Chapter, Crimes, Miscellaneous Offenses and Provisions, Article VII, Use of tobacco products and vapor products in certain places prohibited, be amended by creating Section 16-172, Required signs, as follows:

Sec. 16-172. Required signs.

(a) The person or entity that has legal or de facto control of an area in which Smoking and the use of Tobacco Products or Vapor Products is prohibited by this Article shall post a clear, conspicuous, and unambiguous sign at each point of entry to the area, and in prominent locations within the area.

(b) For restrictions on Smoking and the use of Tobacco Products or Vapor Products in Indoor Areas, the sign or decal shall be at least 4 inches by 2 inches in size and shall clearly state that smoking or tobacco use is prohibited or that a tobacco-free environment is provided. For restrictions on the use of Tobacco Products or Vapor Products in Outdoor Areas, signs shall be weather-resistant, at least 15 inches by 15 inches in size, with lettering of at least 1 inch, and shall clearly state that smoking or tobacco use is prohibited or that a tobacco-free environment is provided.

(c) For purposes of this section, the City Manager or his/her designee shall be responsible for the posting of signs on Municipal Property, both indoor and outdoor.

(d) Notwithstanding this provision, the presence or absence of signs shall not be a defense to a charge of Smoking or the use of Tobacco Products or Vapor Products in violation of any other provisions of this Article.

SECTION 6: The Stillwater City Code, Chapter 16, Crimes, Miscellaneous Offenses and Provisions, Article VII, Use of tobacco products and vapor products in certain places prohibited, be amended by creating Section 16-173, Penalties and enforcement, as follows:

Section 16-173. Penalties and enforcement.

(a) Enforcement of this chapter shall be the responsibility of the City of Stillwater. In addition, any peace officer or code enforcement official may enforce this Article.

(b) Any person who knowingly violates this Article shall be punished by a citation and fine of not less than $10.00 and not more than $100.00 in accordance with this Article.

(c) The possession of a lighted Tobacco Product in violation of this Article is a nuisance.

(d) The remedies provided by this Article are cumulative and in addition to any other remedies available at law or in equity.

(e) Each instance of Tobacco Product or Vapor Product use in violations of this Article shall constitute a separate violation.

(f) The use of a Vapor product in violation of this Article is a nuisance.

(g) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Article regarding Tobacco Product or Vapor Product use shall also constitute a violation of this Article.

(h) In addition to other remedies provided by this Article or by other law, any violation of this Article regarding Tobacco Product or Vapor Product use may be remedied by the City Attorney, including, but not limited to, administrative or judicial nuisance abatement proceedings, criminal code enforcement proceedings, and suits for injunctive relief.

SECTION 7: REPEALER. All ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 8: STATUTORY CONSTRUCTION AND SEVERABILITY. It is the intent of the City Council of the City of Stillwater to supplement applicable state and federal law and not to duplicate or contradict such law. If any section, subsection, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

Passed, approved, and adopted this ___ day of July, 2025.

_____
William H. Joyce, Mayor

(Seal)
Attest:

_____
Teresa Kadavy, City Clerk

Approved as to form and legality this ____ day of _____, 2025.

_____
Kimberly Carnley, City Attorney

First Reading: 7-7-2025
Second Reading:

ORDINANCE NO. 3572

AN ORDINANCE CLOSING ALLEY RIGHT-OF-WAY ABUTTING PROPERTIES LOCATED AT 1101 AND 1123 W. UNIVERSITY AVENUE, 221 S. LINCOLN AND 206 S. MONROE STREETS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA:

The alley abutting parcels located at 1101 AND 1123 W. UNIVERSITY, 221 S. LINCOLN AND 206 S. MONROE STREETS is described as follows:

A PART OF BLOCK THREE (3), WEST COLLEGE ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING ALL OF THE PLATTED ALLEYWAY WITHIN SAID BLOCK THREE (3), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT ONE (1), BLOCK THREE (3); THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK THREE (3), BEING THE WEST RIGHT OF WAY OF S. MONROE ST., A DISTANCE OF 20 FEET TO THE NORTHEAST CORNER OF LOT FOUR (4), BLOCK THREE (3); THENCE WEST ALONG THE NORTH LINE OF LOTS THREE (3) AND FOUR (4), A DISTANCE OF 300 FEET TO THE NORTHWEST CORNER OF LOT THREE (3), BLOCK THREE (3); THENCE NORTH ALONG THE WEST LINE OF SAID BLOCK THREE (3), BEING THE EAST RIGHT OF WAY OF S. LINCOLN ST., A DISTANCE OF 20 FEET TO THE SOUTHWEST CORNER OF LOT TWO (2); THENCE EAST ALONG THE SOUTH LINE OF LOTS ONE (1) AND TWO (2), A DISTANCE OF 300 FEET TO THE POINT OF BEGINNING.

is hereby closed to the public use. The City reserves the right to reopen this alley in the event it is needed in the future, without the necessity to pay the owners or their successors for the reopening of this right of way. The City reserves the right to re-open this alley in the event the alley has not been judicially vacated within one year of the date of approval of this ordinance.

PASSED, APPROVED, AND ADOPTED THIS 7TH DAY OF JULY, 2025.

_____
WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

_____
TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 7TH DAY OF JULY, 2025.

_____
TAMMY EWING, ASSISTANT CITY ATTORNEY

First Reading: 06/16/2025
Second Reading: 07/07/2025