



Together, Investing in Municipal Excellence

STILLWATER UTILITIES AUTHORITY MEETING AGENDA
OCTOBER 6, 2025

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

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

1. Call Meeting to Order
2. Consent Docket

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

a.	Approve September 8, 2025 regular meeting minutes.		
b.	Approve Amendment No. 6 to the Professional Services Agreement with Kimley-Horn and Associates for the College Gardens Water & Sewer Line Improvements for \$389,019.76; authorize the City Manager to execute Amendment No. 6, and related documents; authorize total expenditures of \$389,019.76, which includes design, bidding, and construction administration; and authorize the associated budget amendment.	SUA-25-31	Bill Millis

3. Public Comment on Items not Scheduled for Public Hearings
Stillwater City Code, Section 2-53(a) & (b), provides that taxpayers or residents of the city, or their authorized legal representatives, may address the Trustees at a regularly scheduled meeting on any item of business listed on the meeting agenda provided they have submitted a written request prior to the meeting either online at Request to speak form or via the form found in the lobby outside Council chambers.
4. Items Removed from the Consent Docket

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

5. Questions and Inquiries

6. Reports from Officers and Boards

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

7. Adjourn

On October 1, 2025 at 4:45 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 SEPTEMBER 4, 2025 AT 11:30 A.M. AT THE MUNICIPAL BUILDING,
723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER UTILITIES AUTHORITY
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
SEPTEMBER 8, 2025**

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

1. CALL MEETING TO ORDER

Chair Joyce called the meeting to order at 6:48 p.m.

2. CONSENT DOCKET

- a. Approve August 18, 2025 regular meeting minutes

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

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

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

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

4. ITEMS REMOVED FROM CONSENT DOCKET

None.

5. GENERAL ORDERS

- a. Consider approval of the Outage Management System upgrade project; authorize the General Manager to execute applicable documents related to the contract with DataVoice International Inc. in the amount of \$405,315.50; Authorize expenditures from the Electric Rate Stabilization Fund up to \$228,004 (Electric cost, plus contingency); and Authorize expenditures from the Water Capital Fund up to \$217,844 (Water cost, plus contingency).

Electric Utility Director Loren Smith reported that In 2012, the Electric Utility installed an Outage Management System (OMS) to manage electric outages. The system has performed well over the years. However, it needs replacement/upgrade to allow staff to more efficiently manage outages, to better integrate with newer technologies, and to provide better internal and external customer support. Mr. Smith stated that the current system has become antiquated and is using multiple vendors to provide critical needs, which has become problematic, making the system less reliable. Lastly, the current system does

not provide a solution for Water Utility outage management. He stated that staff feels there are efficiencies and advantages to be gained by implementing a more modernized solution for outage management, that includes both Electric and Water Utility. Mr. Smith reported that RFP's were solicited with six responses received. After staff's evaluation, they chose DataVoice International Inc. as they met all the requirements for Electric and Water. Mr. Smith answered Trustees questions.

MOTION BY TRUSTEE CLARK, SECOND BY TRUSTEE HAWKINS TO APPROVE THE OMS UPGRADE PROJECT; AUTHORIZE THE GENERAL MANAGER TO EXECUTE APPLICABLE DOCUMENTS RELATED TO THE CONTRACT WITH DATAVOICE INTERNATIONAL INC. IN THE AMOUNT OF \$405,315.50; AUTHORIZE EXPENDITURES FROM THE ELECTRIC RATE STABILIZATION FUND UP TO \$228,004 (ELECTRIC COST, PLUS CONTINGENCY); AND AUTHORIZE EXPENDITURES FROM THE WATER CAPITAL FUND UP TO \$217,844 (WATER COST, PLUS CONTINGENCY).

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

- b. Consider approval of the GRDA Stillwater 69 substation to Jardot transmission replacement project; authorize the General Manager to execute a contract with Halff Associates, Inc. in the amount of \$704,442.34; and authorize expenditures from the Electric Rate Stabilization Fund up to \$810,109 (Includes contingency).

Electric Utility Director Loren Smith reported that the Stillwater Electric Utility operates a 69kV loop that supplies energy to five electrical substations throughout its service territory. The loop infrastructure consists of poles, insulators, and conductors that are strategically routed to connect all five substations to three 138kV delivery points from the Grand River Dam Authority. Mr. Smith stated that due to the age of the loop infrastructure, staff is planning to replace the loop in phases to ensure future reliability of the electric system. Staff has identified the loop section that supplies energy from the GRDA Stillwater 69 substation to Ferguson substation as the section in the highest need of replacement/upgrade. Due to the estimated cost, staff has broken the project up into two phases.

- Phase 1 – GRDA Stillwater 69 Substation to Jardot - \$6.75M
- Phase 2 – Jardot and Virginia to Ferguson – \$6.75M

Mr. Smith reported that RFQ's were solicited and ten responses were received. After evaluating the RFQ's, staff chose Halff Associates, Inc. Mr. Smith answered Trustees questions.

MOTION BY TRUSTEE HAWKINS, SECOND BY TRUSTEE CLARK TO APPROVE THE GRDA STILLWATER 69 SUBSTATION TO JARDOT TRANSMISSION REPLACEMENT PROJECT; AUTHORIZE THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH HALFF ASSOCIATES, LLC IN THE AMOUNT OF \$704,442.34; AND AUTHORIZE EXPENDITURES FROM THE ELECTRIC RATE STABILIZATION FUND UP TO \$810,109 (INCLUDES CONTINGENCY).

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

6. RESOLUTIONS

- a. Resolution No. SUA-2025-7: A resolution adopting a Revised Rate Schedule for Solid Waste Collection Services; providing for subsequent rate increases; and providing effective dates.

MOTION BY TRUSTEE CLARK, SECOND BY TRUSTEE HARDIN TO ADOPT RESOLUTION NO. SUA-2025-7 AS PRESENTED.

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

7. QUESTIONS & INQUIRIES

None.

8. REPORTS FROM OFFICERS AND BOARDS

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

9. ADJOURN

MOTION BY TRUSTEE HAWKINS, SECOND BY TRUSTEE HARDIN TO ADJOURN THE SEPTEMBER 8, 2025 REGULAR MEETING OF THE STILLWATER UTILITIES AUTHORITY.

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

The September 8, 2025 regular meeting of the Stillwater Utilities Authority adjourned at 7:01 p.m.

WILLIAM H. JOYCE, CHAIR
STILLWATER UTILITIES AUTHORITY

TERESA KADAVY, SECRETARY
STILLWATER UTILITIES AUTHORITY

REPORT TO: STILLWATER UTILITIES AUTHORITY

MEETING DATE: OCTOBER 6, 2025



Agenda Item:	2.b. SUA-25-31
Previous/Related Action:	• SUA-20-31 Professional Services Agreement (PSA) • SUA-21-14 Amendment No. 1 to the PSA • CC-22-103 Amendment No. 2 to the PSA • Amendment No. 3 to the PSA • CC-24-31 Amendment No. 4 to the PSA • SUA-24-59 Included Amendment No. 5 to the PSA
Background/Issue:	• On September 14, 2020, SUA Trustees authorized execution of a PSA with Kimley-Horn and Associates to design the College Gardens Water and Sewer Line Improvements. This project includes design, construction, and construction administration for water and sewer line replacements in the area generally bound by University, Admiral, and Western Avenues and University Circle. • In 2021, in anticipation of ODOT improvement of 6th Ave, design for relocation of water and sewer lines along 6th was added to the PSA by Amendment No. 1. • During planning for the FY20 Pavement Management program, Kimley-Horn was asked to expedite the water and sewer plans for Monticello. Amendment No. 2 was authorized to add Monticello drainage and roadway design to this PSA, paid for from pavement management funds. Amendments No. 3 and 5 were also added to the PSA for design and construction management services related to the Monticello work. • Amendment No. 4 was added to the PSA to have Kimley-Horn evaluate the 12th Ave Health Corridor from Western Rd to Duck St for traffic impacts from existing and possible future developments. • The total amount to date in amendments to this PSA for design work unrelated to the remaining College Gardens Water and Sewer Line Improvements or 6th St water and sewer relocations is \$331,400. • The College Gardens and added 6th Street Water and Sewer Line Improvements project was reactivated in July 2025. Kimley-Horn has been proceeding since early August

	utilizing monies authorized in the original PSA. However, due to the break taken in design of this project, additional money is required to complete the work. • An additional \$389,019.76 will be needed to complete the design and construction services work of this project.
Proposal/Solution:	• City staff have negotiated a detailed scope, fee, and schedule for completing the original work of this PSA as described in Attachment A. • Proposed Amendment No. 6 has been prepared and is included as Exhibit K to be added to the PSA, adding \$389,019.76 to this PSA for an adjusted agreement amount totaling \$2,530,519.76. • SUA-20-31 authorized a design contingency of \$243,100, none of which has been used to date. Staff consider this as adequate for unforeseen issues that could arise while completing this project and are not requesting additional contingency amount.
Financial Source/Impact:	• Sufficient funds are available in the Water and Wastewater Funds to fund this item, with funding being split between the water fund (\$252,862.84 (65%)) and wastewater fund (\$136,156.92 (35%)), equal to the split used in SUA-20-31.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	• Approve Amendment No. 6 to the PSA with Kimley-Horn and Associates for \$389,019.76; • Authorize the City Manager to execute Amendment No. 6, and related documents; • Authorize total expenditures of \$389,019.76, which includes design, bidding, and construction administration; and • Authorize the associated Budget Amendment.
Prepared By:	Bill Millis, Director of Engineering
Reviewed By:	Bill Millis Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, General Manager
Attachments	

1. Proposed addition to PSA_Exhibit K_with Attachment A
2. Attachment A College Gardens Scope Mod Letter July 2025 restart
3. Eng - College Gardens - Exp - 10.6.2025

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 21, 2020.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 06

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: September 21, 2020
- b. Owner: City of Stillwater, Oklahoma/Stillwater Utilities Authority
- c. Engineer: Kimley-Horn and Associates, Inc.
- d. Project: College Gardens Water and Sewer Line Improvements

2. *Description of Modifications:*

- a. Additional Services to be performed by Engineer: See Attachment A
- b. Modification of Services of Engineer: See Attachment A
- c. Modifications to Responsibilities of Owner: N/A
- d. Modifications to Payment to Engineer: See Attachment A
- e. Modifications to Time(s) for rendering Services: See Attachment A
- f. Modifications to other terms and conditions of the Task Order: N/A

3. *Agreement Summary (Reference only):*

a. Original Agreement amount:	\$ <u>1,642,400.00</u>
b. Net change for prior amendments:	\$ <u>499,100.00</u>
c. This amendment amount:	\$ <u>389,019.76</u>
d. Adjusted Agreement amount:	\$ <u>2,530,519.76</u>

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

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this, or previous Amendments remain in effect. The Effective Date of this Amendment is _____, 2025.

OWNER: City of Stillwater,
Oklahoma/Stillwater Utilities Authority

ENGINEER:
Kimley-Horn and Associates, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

July 30, 2025

Chris Humes
City of Stillwater
723 S. Lewis Street
Stillwater, OK 74074

**Re: College Gardens Water and Sewer Line Improvements (21WL04)
Scope of Services and Budget Modifications Letter**

Dear Mr. Humes:

This scope of services and budget modifications letter serves to document our discussions to date and direction regarding the subject project and continuation of services thereunder. The City of Stillwater (the City or Client) desires to restart this project after being on hold since approximately July 2023. Kimley-Horn and Associates, Inc. (Kimley-Horn or the Consultant) has developed an updated scope of services, fees, and schedule to bring the project to completion. The overall approach is to build upon efforts previously performed under the original College Gardens contract, dated September 2020, and will utilize the existing survey, record information, and data collected previously to progress to a 90% design level and then 100% level, with intent of advertising for bid in early 2026.

Remaining funds previously authorized under Basic Services of the existing College Gardens contract will be utilized to begin working on the scope of services immediately, and then authorization to utilize Additional Services and an eventual amendment will be necessary to complete the scope of work. Refer to the Budget Modifications section of this letter for a summary of current amounts remaining in Basic Services, Additional Services, and projected amendment amounts for project completion. Current Kimley-Horn hourly rates, subject to annual adjustment, will be utilized for the work and a current rate schedule is attached to this letter.

PROJECT UNDERSTANDING

Kimley-Horn will provide engineering services related to water line and sewer line improvements in the area of Stillwater commonly known as College Gardens, located south and west of the Oklahoma State University campus, between Western Road and Redwood Drive, from University Avenue to Admiral Avenue (except for Monticello Drive, which is already under construction). Additionally, minor water line improvements will be made in the area between Western Road and Devon Street from 8th Avenue to 10th Avenue, as well as limited water line improvements in the area between University Avenue and 6th Avenue, from Willis Street to Jefferson Street. In total, approximately 34,000 linear feet of water line improvements and 20,000 linear feet of sewer line improvements are planned.

Finally, Amendment No. 1 to the existing College Gardens contract provided for additional improvements to water and sewer lines along 6th Avenue between Western Road to Washington Street, totaling approximately 4,890 linear feet of water line and 1,320 linear feet of sewer line. This work will also be completed within this scope of services. A detailed breakdown of tasks to be provided with this scope is provided in the next section.

SCOPE OF SERVICES

The terms and provisions of the existing contract shall remain in effect. For this current re-engagement of services under the existing contract, and for the purposes of meeting the project's expedited schedule, Kimley-Horn will provide the services specifically set forth below.

TASK 1 – 90% DESIGN

Consultant will build on previous efforts under the original contract to progress the design to an approximate 90% level. Consultant will perform the following tasks:

- Project Management and Progress Reporting to maintain schedule and keep the Client informed of project progress. This task shall include monthly invoicing, status reporting, and schedule updates.
- Progress Meetings – prepare for and facilitate three (3) virtual progress meetings during design to report on progress and solicit feedback from the Client. Consultant will distribute an agenda prior to each meeting and will distribute meeting minutes following each meeting.
- Kickoff Meeting – prepare and facilitate a kickoff meeting with the Client. Consultant will prepare a meeting agenda and meeting minutes following the meeting.
- Project Setup and Data Review – review, extract, and organize all existing project data, record information, design information, etc. that will be pertinent and usable for the continuation of the project and to prepare for the field investigation task. Setup project files, directories, templates, etc. as necessary to execute the work.
- Field Investigation – visit the site and walk full extents of the project to identify changed conditions, added utilities new developments, etc. and develop scope of additional survey needs to bring the existing base files to current-day status.
- Survey of Select Areas – based on the results of the field investigation and identification of additional survey needs, a topographic survey will be performed in select areas to provide updated existing information to be incorporated into the design. The survey will utilize and tie into the existing survey information previously obtained. This task does not include recreation of the project boundaries or extensive boundary research for the project area. It shall only include localized boundary research necessary to tie the new survey areas into the existing survey data. For budgetary purposes, a total of five (5) days of field survey has been assumed.
- Basemap Updates – incorporate all newly obtained survey data, utility information, development plans, etc. into the project base files to create a current basemap for design.
- CCTV – Consultant will review existing City CCTV data and determine additional CCTV needs. After City approval of proposed locations, Consultant will subcontract with a Subconsultant to perform cleaning and CCTV inspection of existing sewer mains within the College Gardens neighborhood. Consultant will assist and coordinate the work with any private property owners. The data obtained will be used to validate suitability for trenchless replacement/rehabilitation methods and determine point repair locations to address existing deficiencies.
Up to 10,000 linear feet of CCTV is included in this scope of services. Should additional length be determined to be necessary, this can be performed as Additional Services. Light duty cleaning is included in this scope of services. Light duty cleaning is defined as three passes or less using high-velocity hydraulic equipment (80-2,000 psi). Heavy or mechanical cleaning is not included. Light traffic control (cones) will be provided if needed. Bypass pumping is not included. City will provide access to the site and fire hydrants, water for cleaning, and all necessary permits.
- Develop Water/Sewer Alignments – once all field data has been obtained and incorporated, Consultant will develop updated water and sewer alignments for the project, as well as recommended method of construction (open cut, pipe bursting, or cured-in-place pipe – CIPP).
- Easement Acquisition Needs – coordinate with City to develop a criteria for easement acquisition that defines the extent of easement desired based on the construction method employed. Based on the developed water/sewer alignments, Consultant will prepare a summary of easement acquisition needs for City review.
- Franchise Utility Coordination – coordinate with franchise utilities known to be in the project area to obtain updated utility mapping and record information as readily available. Distribute design information to impacted franchise utilities for review and comment. Incorporate franchise utility feedback into the design and identify any potential franchise utility relocation needs for City consideration.
- Subsurface Utility Engineering (SUE) Needs – Consultant will identify and recommend locations for SUE Quality Level “A” and Quality Level “B” to further refine the design, eliminate potential utility conflicts, and mitigate construction risk. Consultant will prepare an exhibit detailing the recommended locations for City review and approval. Upon City approval, Consultant will

subcontract the SUE field investigation and incorporate the results into the Final Design. For budgetary purposes, a total of three (3) days of Level “B” and five (5) Level “A” testholes has been assumed.

- Geotechnical Investigation – Consultant will identify and recommend locations for geotechnical investigations to inform the design of the proposed aerial crossings. There are two known existing aerial crossings within College Gardens that will need to be replaced. Consultant will prepare an exhibit detailing the proposed locations for City review and approval. Upon City approval, Consultant will subcontract the geotechnical investigation and incorporate the results into the Final Design. For budgetary purposes, this task includes two sample borings to a depth of 30 feet, one at each known existing aerial crossing.
- 90% Design Documents – Consultant will prepare 90% level design plans and specifications for the project. Plans will be 22”x34” in size at a scale appropriate to sufficiently and clearly illustrate the project design. The 90% design documents will consist of the following:
 - o Plans
 - Cover Sheet
 - General Notes
 - Sheet Index
 - Quantity Summary and Pay Item Notes
 - Water Line Plan and Profile (68 Sheets @ 20 Scale)
 - Sewer Line Plan and Profile (40 Sheets @ 20 Scale)
 - Manhole Replacement/Rehabilitation Summary
 - Construction Details
 - Erosion Control Details
 - Tree Protection Details
 - o Specifications
 - o OPCC

Traffic control plans are not included, but Consultant recognizes the importance of traffic control in the area and will include constraints and requirements for the Contractor to meet in the plans. The Contractor will prepare and submit a traffic control plan for approval prior to construction.

- 90% Design Submittal – submit 90% design documents in electronic (PDF) format to City and ODEQ for review and comment. One round of City/ODEQ comments is included. City shall consolidate all comments from all City departments into one single redlined set to be provided to the Consultant.
- 90% Review Meeting – Consultant shall attend a 90% review meeting with the Client to discuss the 90% design and review Client comments. Consultant will prepare a meeting agenda and distribute meeting minutes following the meeting.
- Neighborhood Public Meeting – Consultant will prepare for and facilitate along with representatives from the City a neighborhood public meeting to discuss the project and present the proposed improvements. Consultant will gather feedback during the meeting and incorporate into the Final Design as applicable and approved by the City and Consultant.

TASK 2 – FINAL DESIGN

The following the 90% review meeting, Consultant will advance the design to a bid-ready level. The work will build upon the 90% design and incorporate City and regulatory agency comments to develop final construction documents. Consultant will perform the following tasks:

- Aerial Crossing Design - Consultant will design replacements for the two (2) known existing aerial crossings within the project limits. Consultant will evaluate sewer main material, span lengths, and steel casing pipe and perform structural design for piers and cap supports. Consultant will prepare aerial crossing details for each crossing to be included in the Final Design documents. It assumed that the crossings will be covered under the USACE Nationwide Wide Permitting program for utility crossings, and therefore no USACE permitting effort is anticipated nor included in this task.
- Final Design Documents - Consultant will prepare 100% level design plans and specifications for the project, incorporating the 90% review comments from the City and ODEQ. The final design documents will consist of the following:
 - o Final Construction Plans
 - Update existing plan sheets to 100% level

- Aerial Crossing Details
 - o Final Construction Specifications
 - o Final OPCC
 - o Preliminary Bid Form
- Final Design Submittal – submit final design documents in electronic (PDF) format to City and ODEQ for permitting and bidding purposes. Consultant will address one additional round of minor comments from City and ODEQ prior to bidding.
- Bidding Documents – Consultant will address minor final design comments and prepare signed and sealed bid-ready documents in electronic (PDF) format for advertisement. The bidding documents will consist of the following:
 - o Bid Plans
 - o Bid Specifications
 - o Bid OPCC
 - o Final Bid Form
 - o Pay items list in XLS or CSV format

TASK 3 – BIDDING PHASE SERVICES

The Consultant will perform the following professional services for bidding of this project:

- Assist City in preparing and posting the online bidding advertisement
- Prepare for and facilitate a Pre-Bid conference. Distribute meeting minutes following the meeting.
- Answer contractor questions and prepare and issue bidding addenda as required.
- Facilitate the bid opening and prepare a tabulation of bids.
- Review and assist the Client in evaluating the qualifications of the apparent successful bidder and any proposed major specialty subcontractors. This review and evaluation may include such factors as work previously completed, technical experience, and responses from references.
- Prepare a written recommendation to the Client for award of contract.
- Prepare conformance documents (plans and specifications) for construction in electronic (PDF) format that incorporates all changes during the bidding process

TASK 4 – CONSTRUCTION PHASE SERVICES

Consultant will provide professional construction phase services to the Client during construction of this project. The estimated construction period of the project is fifteen (15) months for the basis of establishing the Consultant's Fee. The construction phase services are as follows:

- Pre-Construction Conference - Consultant will conduct a Pre-Construction Conference before the start of construction.
- Site Visits and Construction Observation - Consultant will make monthly visits to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work. Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents. Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.
- Construction Meetings - Consultant will attend monthly virtual construction meetings to discuss the project progress, any needs, and schedule ahead. Consultant will distribute meeting minutes following each meeting.
- Recommendations with Respect to Defective Work - Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- Clarifications and Interpretations - Consultant will respond to reasonable and appropriate

Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by Client.

- Change Orders - Consultant may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- Shop Drawings and Samples - Consultant will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.
- Substitutes and "or-equal/equivalent" - Consultant will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.
- Inspections and Tests - Consultant may require special inspections or tests of Contractor's work and may receive and review certificates of inspections within Consultant's area of responsibility. Consultant's review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. Consultant is entitled to rely on the results of such tests.
- Disputes between Client and Contractor - Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision.
- Applications for Payment - Based on its observations and on review of applications for payment and supporting documentation, Consultant will recommend amounts that Contractor be paid. Recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
- Substantial Completion - When requested by Contractor and Client, Consultant will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- Final Notice of Acceptability of the Work - Consultant will conduct a final site visit to evaluate whether the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor.

TASK 5 – RECORD DRAWINGS

Consultant will prepare a record drawing showing significant changes reported by the Contractor or made to the design by Consultant. Record drawings are not guaranteed to be as-built but will be based on information made available. The following tasks are included:

- Consultant will submit a draft record drawing set in electronic (PDF) format for City review
- Consultant will address one round of City comments and submit a final record drawing set in electronic (PDF) format for City's use
- Preparation and submission of electronic CAD files is not included in this task but may be performed as additional services upon request

TASK 6 – PERMITTING SERVICES

The Consultant will assist the Client in applying for those permits and approvals stated in the scope of services (ODEQ Permit to Construct). This assistance will consist of completing and submitting forms to the appropriate regulatory agencies, but will not include studies, research, attendance at more than two (2) meetings with public officials or special documentation not normally required for a project of this type. The

Consultant makes no warranty that regulatory agencies will issue the permits and approvals desired by the Client. Client shall pay all permitting fees.

TASK 7 – EASEMENT ACQUISITION SERVICES

The Consultant will employ the services of a Right-of-Way Subconsultant (the Subconsultant) to perform land acquisition services for up to twenty-five (25) parcels within the project area to acquire additional easement deemed necessary to construct and maintain the project. The following tasks are included:

- Title Investigation – title investigation services will be provided for each easement parcel to establish current vesting ownership and identify existing City right-of-way. Title services will include:
 - o Current owner(s), estate (joint tenants, tenants in common, etc.), and address of record
 - o Five (5) year chain of title
 - o Mortgages and mortgage releases that may affect the parcel
 - o Easements of record
- Acquisition and Negotiation Services – these services will include the following tasks:
 - o The City will establish the value to be used in negotiation and the range of negotiating authority to be given to the Subconsultant. The Subconsultant will provide the services of qualified real estate agents to secure the required easements for the project. The easements will not be acquired under the Uniform Relocation and Acquisition Act (Uniform Act).
 - o The Subconsultant will negotiate on behalf of the City and utilize the conveyance documents and other necessary forms as prescribed by the Consultant and City and as approved in accordance with sections above. The Subconsultant will provide a good faith effort to acquire the easements rights-of-way through a negotiation process, which will generally consist of three (3) contacts with the property owner, or his authorized representative. A maximum of five (5) total contacts will be provided to reach an agreement with the property owner, or to determine that further negotiations will be non-productive and that eminent domain actions will be necessary to acquire the property. If absentee owners are involved, the negotiations may be conducted via telephone, fax, e-mail, or by mail. If the schedule for acquisition of the easement right-of-way or other factors arise, which make it expedient, travel outside of the project area to meet with the absentee owners may be desirable. Any travel outside a 100-mile radius from the project will be considered as “travel outside of the project area”. If such events arise, the travel must be specifically authorized by the City. If such travel is authorized, the expenses involved, including the agent’s services, will be considered as Additional Services.
 - o The initial offer made to the property owner will be based on the value authorized by the City. All counter-offers by the property owner, along with the Subconsultant’s recommendations will be presented to the City for consideration. The City must establish and recommend such counter offers before the Subconsultant will be authorized to agree to the requested changes. All monetary offers made to the property owners will be within the limits authorized by the City in the various stages of the negotiation.
 - o After reaching an agreement with the landowner on the consideration and all other terms of the transaction, the Subconsultant will forward to the City a Memorandum of Agreement (M/A) executed by the property owner to be ratified by the City. This M/A sets forth the compensation and any other terms and conditions agreed upon. The City will be responsible for obtaining the City’s ratification and for returning the ratified M/A to the Subconsultant. The Subconsultant will then inform the Title Company that the parcel is ready for closing. The Subconsultant will then file the easements. The payment to the property owner and the closing procedures will be in compliance with the procedures defined in the Closing section below.
 - o In the event these good faith efforts fail to produce a satisfactorily negotiated easement, the Subconsultant will recommend to the City that the City use its power of Eminent Domain to acquire the easement.
 - o Closing - once an Agreement with the property owner has been made, the Subconsultant will submit a Secured Packet to the City for Review. Once the agreement is accepted by the City, the Subconsultant will coordinate contacts with the City to deliver any payments to the property owner and record the documents. The documents will be returned to the

- City after recording.
- o Filing of Easement Record - The Subconsultant will provide services to record and file necessary property documentation at the Payne County Courthouse.
- o Deliverables for this task consist of the following:
 - Up to twenty-five (25) easement instruments, Property Exhibits and Legal Descriptions provided by Consultant's surveyor
 - Up to twenty-five (25) Memorandums of Agreement (if necessary)
 - Up to twenty-five (25) Title Reports
- o The Subconsultant will make up to five (5) contacts with each property owner as part of negotiating the easement
- Condemnation Services – these services will include the following tasks:
 - o The Subconsultant shall take no actions related to condemnation until such time as the City has completed the determination of need for and execution of a Resolution of Necessity related to this project.
 - o The Subconsultant will provide services to assist the City's use of its power of eminent domain in acquiring the easement.
 - o The Subconsultant will submit property owner's names on those parcels where negotiations were unsuccessful to the City. The City will be responsible for preparing and approving a resolution authorizing condemnation of the needed parcels.
 - o Upon request of the City's legal advisor, the Subconsultant will request an updated title commitment from the Title Company.
 - o The Subconsultant, upon receipt of the City's offer value and updated title commitment will prepare a final offer letter for approval to the City. At the request of the City, the Subconsultant will mail the final offer letter to the property owner.
 - o The Subconsultant will prepare and furnish to the City's legal advisor a "file package" consisting of updated title commitments, right-of-way agents reports, legal descriptions and any other information in the Subconsultant's files for the legal advisor's use in the required condemnation actions.
 - o The Subconsultant will assist the City's legal advisor in preparing for the special commissioner's hearings as requested by the legal advisor and attend up to five (5) meetings or conferences. This scope does not include Appraiser Expert Witness Testimony.
 - o This scope includes condemnation services associated with up to five (5) parcels. Unreasonable amounts of coordination associated with condemnation services for these five (5) parcels by the Consultant and/or the Subconsultant will be considered Additional Services. Condemnation services for more than five (5) parcels will be considered Additional Services.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Erosion control plans
- Traffic control plans
- Sequencing or phasing plans
- Tree survey and protection/removal plans
- Franchise utility relocation coordination and plan review
- Comment response matrices
- Thrust restraint design
- Roadway, drainage, or trail design
- Landscape or irrigation design
- USACE, FEMA, and other permitting beyond what is identified above
- Additional submittals beyond those identified above
- Assist the City as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies
- Redesign to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing

governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor

- "Value engineering" after bidding
- Any work requiring an outside Title Company including Abstracting, Appraisals, Title Commitment, Escrow Closing, Title Policy, and Buyer's Policy
- Development of SWPPP documents or performing SWPPP inspections and/or coordination

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates. Written approval from the City will be obtained prior to performing any additional service.

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Record information for new utilities, developments, and other improvements in the project areas since the time of the original survey (2021)
- Additional CCTV footage performed within the project area since 2021
- Any other pertinent information as to changes within the project area, changes to City design standards or details, etc. that may impact the design and/or project deliverables

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

FEE AND EXPENSES

The fees listed in the following table represent anticipated costs of the effort required to complete the modified scope of services using current Kimley-Horn rates. Kimley-Horn will perform the services in Tasks 1 - 7 on a labor fee plus expense basis with the maximum labor fee as shown in the table.

Task		Fee	Type
1	90% Design	\$1,123,200	Hourly, Not-to-Exceed
2	Final Design	\$249,500	Hourly, Not-to-Exceed
3	Bidding Phase Services	\$49,400	Hourly, Not-to-Exceed
4	Construction Phase Services	\$296,300	Hourly, Not-to-Exceed
5	Record Drawings	\$36,300	Hourly, Not-to-Exceed
6	Permitting Services	\$26,600	Hourly, Not-to-Exceed
7	Easement Acquisition Services	\$182,100	Hourly, Not-to-Exceed
Total		\$1,963,400	

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. However, Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. Previous payment terms and provisions of the existing contract will remain in effect.

BUDGET MODIFICATIONS

The following table summarizes the existing contract amounts, what has been used to date (through June 2025), and what is remaining for both Basic Services and Additional Services. This represents the amount available on the existing contract to be utilized for the modified scope of services presented above. The total amount remaining is \$1,574,380.24 and this includes Basic Services, Additional Services, and Amendment No. 1, as shown below.

Original Contract Tasks		Original Amount	Used To Date (Through 6/25)	Amount Remaining
Basic Services				
	Study Report Phase	\$664,800	\$571,663	\$93,137
	Preliminary Design Phase	\$550,500	\$380,583.40	\$169,916.60
	Final Design Phase	\$230,700	\$0	\$230,700
	Bidding Phase	\$15,000	\$0	\$15,000
	Construction Phase	\$134,500	\$0	\$134,500
	Post-Construction Phase	\$27,500	\$0	\$27,500
	Reimbursable Expenses	\$19,400	\$1,408.86	\$17,991.14
	Amendment No. 1	\$167,700	\$38,030	\$129,670
Additional Services				
	Additional Services	\$787,800	\$31,834.50	\$755,965.50
Total		\$2,597,900	\$1,023,519.76	\$1,574,380.24

As previously noted, the scope of work will begin by utilizing the amount remaining in Basic Services, which totals \$818,414.74, as tabulated in the table. The amount remaining in Additional Services, totaling \$755,965.50, will be requested for authorization shortly after work begins. Together this amounts to \$1,574,380.24 in remaining funds under the existing contract.

Since the total scope of services to complete the project amounts to \$1,963,400, an additional amendment to the existing contract in the amount of \$389,019.76 can be anticipated at a later date to complete the project. This amendment will be requested close to the time the services remaining are needed. This is anticipated to be submitted when design is nearing completion with approval needed before construction begins in order to continue services. The breakdown of fee utilization to cover the modified scope of services is summarized below.

Fee Utilization Item	Amount
Portion of fee covered by existing Basic Services remaining	\$818,414.74
Additional Services remaining to be authorized	\$755,965.50
Future amendment amount needed for completion of scope	\$389,019.76
Total Fees	\$1,963,400

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "James Bryan".

James Bryan, P.E.
Associate, Project Manager

Attachments: Hourly Rate Schedule
 June 2025 Billing To Date Worksheet
 Anticipated Project Schedule



Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Analyst	\$175 - \$260
Professional	\$250 - \$315
Senior Professional I	\$275 - \$380
Senior Professional II	\$370 - \$400
Senior Technical Support	\$170 - \$295
Support Staff	\$115 - \$160
Technical Support	\$130 - \$165

Effective through December 31, 2025

Subject to adjustment thereafter

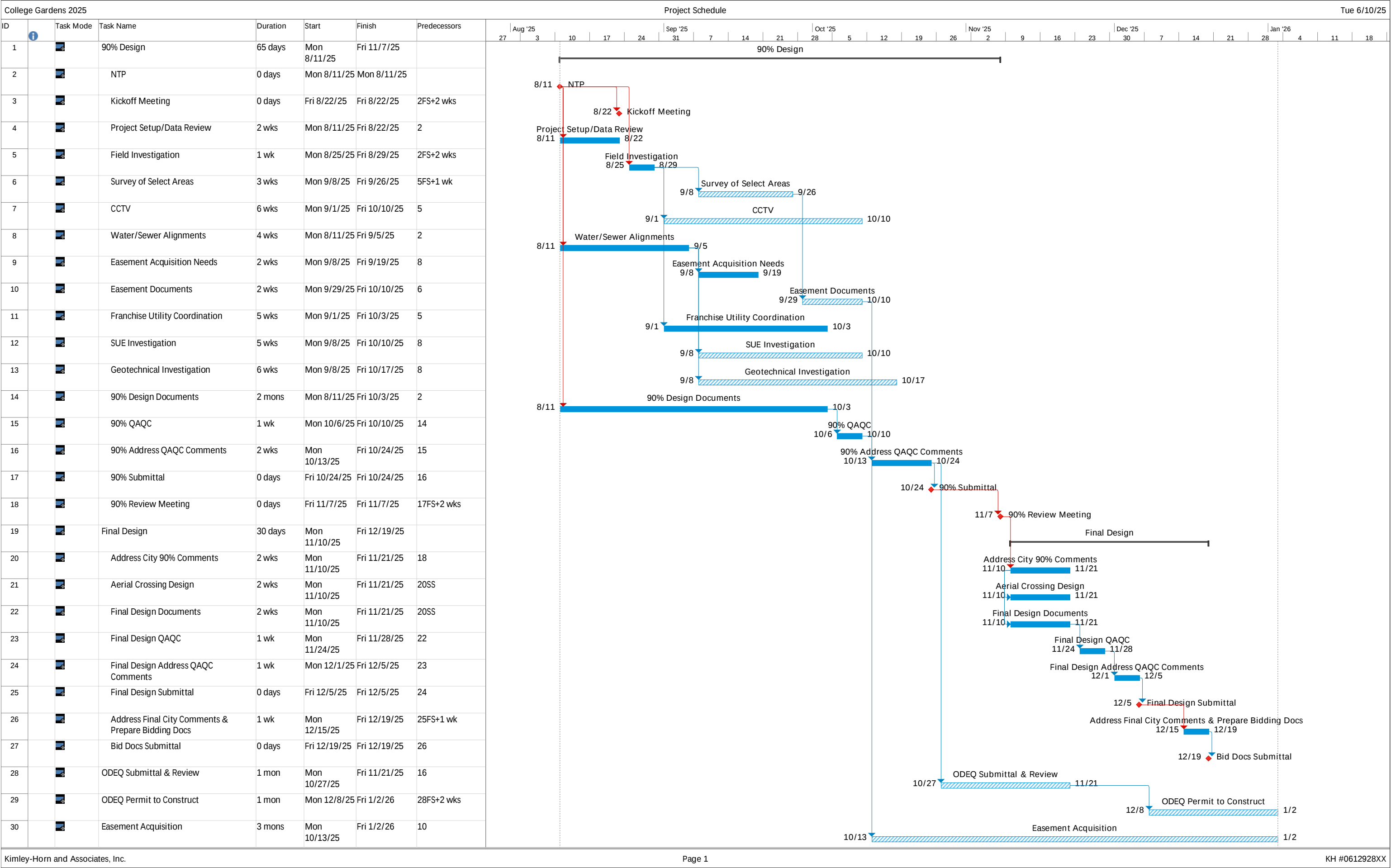
Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

ATTACHMENT A

WORK ITEM	PAYMENT TRACKING			TOTAL (cumulative amounts)	PAY FROM PO#	CONTRACTED AMOUNT REMAINING	PERCENT COMPLETE
	CONTRACTED AMOUNT	PREVIOUS TOTALS	THIS REQUEST				
Study Report Phase - Water	\$664,800.00	\$571,663.00		\$571,663.00		\$93,137.00	86%
Study Report Phase - Sewer							
Preliminary Design Phase - Water	\$550,500.00	\$380,583.40		\$380,583.40		\$169,916.60	69%
Preliminary Design Phase - Sewer							
Final Design Phase - Water	\$230,700.00	\$0.00		\$0.00		\$230,700.00	0%
Final Design Phase - Sewer							
Bidding Phase - Water	\$15,000.00	\$0.00		\$0.00		\$15,000.00	0%
Bidding Phase - Sewer							
Construction Phase - Water	\$134,500.00	\$0.00		\$0.00		\$134,500.00	0%
Construction Phase - Sewer							
Post-Construction Phase - Water	\$27,500.00	\$0.00		\$0.00		\$27,500.00	0%
Post-Construction Phase - Sewer							
Reimbursable Expenses	\$19,400.00	\$1,408.86		\$1,408.86		\$17,991.14	7%
Additional Services (Owner Authorized)	\$787,800.00	\$31,834.50		\$31,834.50		\$755,965.50	4%
Amendment #1 - 6th Ave - Water	\$167,700.00	\$38,030.00		\$38,030.00		\$129,670.00	23%
Amendment #1 - 6th Ave - Sewer							
Amendment #2-Monticello Pavement	\$81,100.00	\$69,199.41		\$69,199.41		\$11,900.59	85%
Amendment #3-Monticello Des. Add'l services	\$80,000.00	\$75,188.25		\$75,188.25		\$4,811.75	94%
Amendment #5-Monticello CA services	\$90,900.00	\$16,736.25	\$6,178.95	\$22,915.20		\$67,984.80	25%
m. TOTALS	\$2,849,900.00	\$1,184,643.67	\$6,178.95	\$1,190,822.62			42%
n. Amount Previously Requested	N/A	N/A	N/A	\$1,184,643.67			
o. Amount of this request	N/A	N/A	N/A	\$6,178.95			
p. Overall percent complete	N/A	N/A	N/A	42%			



July 30, 2025

Chris Humes
City of Stillwater
723 S. Lewis Street
Stillwater, OK 74074

**Re: College Gardens Water and Sewer Line Improvements (21WL04)
Scope of Services and Budget Modifications Letter**

Dear Mr. Humes:

This scope of services and budget modifications letter serves to document our discussions to date and direction regarding the subject project and continuation of services thereunder. The City of Stillwater (the City or Client) desires to restart this project after being on hold since approximately July 2023. Kimley-Horn and Associates, Inc. (Kimley-Horn or the Consultant) has developed an updated scope of services, fees, and schedule to bring the project to completion. The overall approach is to build upon efforts previously performed under the original College Gardens contract, dated September 2020, and will utilize the existing survey, record information, and data collected previously to progress to a 90% design level and then 100% level, with intent of advertising for bid in early 2026.

Remaining funds previously authorized under Basic Services of the existing College Gardens contract will be utilized to begin working on the scope of services immediately, and then authorization to utilize Additional Services and an eventual amendment will be necessary to complete the scope of work. Refer to the Budget Modifications section of this letter for a summary of current amounts remaining in Basic Services, Additional Services, and projected amendment amounts for project completion. Current Kimley-Horn hourly rates, subject to annual adjustment, will be utilized for the work and a current rate schedule is attached to this letter.

PROJECT UNDERSTANDING

Kimley-Horn will provide engineering services related to water line and sewer line improvements in the area of Stillwater commonly known as College Gardens, located south and west of the Oklahoma State University campus, between Western Road and Redwood Drive, from University Avenue to Admiral Avenue (except for Monticello Drive, which is already under construction). Additionally, minor water line improvements will be made in the area between Western Road and Devon Street from 8th Avenue to 10th Avenue, as well as limited water line improvements in the area between University Avenue and 6th Avenue, from Willis Street to Jefferson Street. In total, approximately 34,000 linear feet of water line improvements and 20,000 linear feet of sewer line improvements are planned.

Finally, Amendment No. 1 to the existing College Gardens contract provided for additional improvements to water and sewer lines along 6th Avenue between Western Road to Washington Street, totaling approximately 4,890 linear feet of water line and 1,320 linear feet of sewer line. This work will also be completed within this scope of services. A detailed breakdown of tasks to be provided with this scope is provided in the next section.

SCOPE OF SERVICES

The terms and provisions of the existing contract shall remain in effect. For this current re-engagement of services under the existing contract, and for the purposes of meeting the project's expedited schedule, Kimley-Horn will provide the services specifically set forth below.

TASK 1 – 90% DESIGN

Consultant will build on previous efforts under the original contract to progress the design to an approximate 90% level. Consultant will perform the following tasks:

- Project Management and Progress Reporting to maintain schedule and keep the Client informed of project progress. This task shall include monthly invoicing, status reporting, and schedule updates.
- Progress Meetings – prepare for and facilitate three (3) virtual progress meetings during design to report on progress and solicit feedback from the Client. Consultant will distribute an agenda prior to each meeting and will distribute meeting minutes following each meeting.
- Kickoff Meeting – prepare and facilitate a kickoff meeting with the Client. Consultant will prepare a meeting agenda and meeting minutes following the meeting.
- Project Setup and Data Review – review, extract, and organize all existing project data, record information, design information, etc. that will be pertinent and usable for the continuation of the project and to prepare for the field investigation task. Setup project files, directories, templates, etc. as necessary to execute the work.
- Field Investigation – visit the site and walk full extents of the project to identify changed conditions, added utilities new developments, etc. and develop scope of additional survey needs to bring the existing base files to current-day status.
- Survey of Select Areas – based on the results of the field investigation and identification of additional survey needs, a topographic survey will be performed in select areas to provide updated existing information to be incorporated into the design. The survey will utilize and tie into the existing survey information previously obtained. This task does not include recreation of the project boundaries or extensive boundary research for the project area. It shall only include localized boundary research necessary to tie the new survey areas into the existing survey data. For budgetary purposes, a total of five (5) days of field survey has been assumed.
- Basemap Updates – incorporate all newly obtained survey data, utility information, development plans, etc. into the project base files to create a current basemap for design.
- CCTV – Consultant will review existing City CCTV data and determine additional CCTV needs. After City approval of proposed locations, Consultant will subcontract with a Subconsultant to perform cleaning and CCTV inspection of existing sewer mains within the College Gardens neighborhood. Consultant will assist and coordinate the work with any private property owners. The data obtained will be used to validate suitability for trenchless replacement/rehabilitation methods and determine point repair locations to address existing deficiencies.
Up to 10,000 linear feet of CCTV is included in this scope of services. Should additional length be determined to be necessary, this can be performed as Additional Services. Light duty cleaning is included in this scope of services. Light duty cleaning is defined as three passes or less using high-velocity hydraulic equipment (80-2,000 psi). Heavy or mechanical cleaning is not included. Light traffic control (cones) will be provided if needed. Bypass pumping is not included. City will provide access to the site and fire hydrants, water for cleaning, and all necessary permits.
- Develop Water/Sewer Alignments – once all field data has been obtained and incorporated, Consultant will develop updated water and sewer alignments for the project, as well as recommended method of construction (open cut, pipe bursting, or cured-in-place pipe – CIPP).
- Easement Acquisition Needs – coordinate with City to develop a criteria for easement acquisition that defines the extent of easement desired based on the construction method employed. Based on the developed water/sewer alignments, Consultant will prepare a summary of easement acquisition needs for City review.
- Franchise Utility Coordination – coordinate with franchise utilities known to be in the project area to obtain updated utility mapping and record information as readily available. Distribute design information to impacted franchise utilities for review and comment. Incorporate franchise utility feedback into the design and identify any potential franchise utility relocation needs for City consideration.
- Subsurface Utility Engineering (SUE) Needs – Consultant will identify and recommend locations for SUE Quality Level “A” and Quality Level “B” to further refine the design, eliminate potential utility conflicts, and mitigate construction risk. Consultant will prepare an exhibit detailing the recommended locations for City review and approval. Upon City approval, Consultant will

subcontract the SUE field investigation and incorporate the results into the Final Design. For budgetary purposes, a total of three (3) days of Level "B" and five (5) Level "A" testholes has been assumed.

- Geotechnical Investigation – Consultant will identify and recommend locations for geotechnical investigations to inform the design of the proposed aerial crossings. There are two known existing aerial crossings within College Gardens that will need to be replaced. Consultant will prepare an exhibit detailing the proposed locations for City review and approval. Upon City approval, Consultant will subcontract the geotechnical investigation and incorporate the results into the Final Design. For budgetary purposes, this task includes two sample borings to a depth of 30 feet, one at each known existing aerial crossing.
- 90% Design Documents – Consultant will prepare 90% level design plans and specifications for the project. Plans will be 22"x34" in size at a scale appropriate to sufficiently and clearly illustrate the project design. The 90% design documents will consist of the following:
 - o Plans
 - Cover Sheet
 - General Notes
 - Sheet Index
 - Quantity Summary and Pay Item Notes
 - Water Line Plan and Profile (68 Sheets @ 20 Scale)
 - Sewer Line Plan and Profile (40 Sheets @ 20 Scale)
 - Manhole Replacement/Rehabilitation Summary
 - Construction Details
 - Erosion Control Details
 - Tree Protection Details
 - o Specifications
 - o OPCC

Traffic control plans are not included, but Consultant recognizes the importance of traffic control in the area and will include constraints and requirements for the Contractor to meet in the plans. The Contractor will prepare and submit a traffic control plan for approval prior to construction.

- 90% Design Submittal – submit 90% design documents in electronic (PDF) format to City and ODEQ for review and comment. One round of City/ODEQ comments is included. City shall consolidate all comments from all City departments into one single redlined set to be provided to the Consultant.
- 90% Review Meeting – Consultant shall attend a 90% review meeting with the Client to discuss the 90% design and review Client comments. Consultant will prepare a meeting agenda and distribute meeting minutes following the meeting.
- Neighborhood Public Meeting – Consultant will prepare for and facilitate along with representatives from the City a neighborhood public meeting to discuss the project and present the proposed improvements. Consultant will gather feedback during the meeting and incorporate into the Final Design as applicable and approved by the City and Consultant.

TASK 2 – FINAL DESIGN

The following the 90% review meeting, Consultant will advance the design to a bid-ready level. The work will build upon the 90% design and incorporate City and regulatory agency comments to develop final construction documents. Consultant will perform the following tasks:

- Aerial Crossing Design - Consultant will design replacements for the two (2) known existing aerial crossings within the project limits. Consultant will evaluate sewer main material, span lengths, and steel casing pipe and perform structural design for piers and cap supports. Consultant will prepare aerial crossing details for each crossing to be included in the Final Design documents. It assumed that the crossings will be covered under the USACE Nationwide Wide Permitting program for utility crossings, and therefore no USACE permitting effort is anticipated nor included in this task.
- Final Design Documents - Consultant will prepare 100% level design plans and specifications for the project, incorporating the 90% review comments from the City and ODEQ. The final design documents will consist of the following:
 - o Final Construction Plans
 - Update existing plan sheets to 100% level

- Aerial Crossing Details
 - o Final Construction Specifications
 - o Final OPCC
 - o Preliminary Bid Form
- Final Design Submittal – submit final design documents in electronic (PDF) format to City and ODEQ for permitting and bidding purposes. Consultant will address one additional round of minor comments from City and ODEQ prior to bidding.
- Bidding Documents – Consultant will address minor final design comments and prepare signed and sealed bid-ready documents in electronic (PDF) format for advertisement. The bidding documents will consist of the following:
 - o Bid Plans
 - o Bid Specifications
 - o Bid OPCC
 - o Final Bid Form
 - o Pay items list in XLS or CSV format

TASK 3 – BIDDING PHASE SERVICES

The Consultant will perform the following professional services for bidding of this project:

- Assist City in preparing and posting the online bidding advertisement
- Prepare for and facilitate a Pre-Bid conference. Distribute meeting minutes following the meeting.
- Answer contractor questions and prepare and issue bidding addenda as required.
- Facilitate the bid opening and prepare a tabulation of bids.
- Review and assist the Client in evaluating the qualifications of the apparent successful bidder and any proposed major specialty subcontractors. This review and evaluation may include such factors as work previously completed, technical experience, and responses from references.
- Prepare a written recommendation to the Client for award of contract.
- Prepare conformance documents (plans and specifications) for construction in electronic (PDF) format that incorporates all changes during the bidding process

TASK 4 – CONSTRUCTION PHASE SERVICES

Consultant will provide professional construction phase services to the Client during construction of this project. The estimated construction period of the project is fifteen (15) months for the basis of establishing the Consultant's Fee. The construction phase services are as follows:

- Pre-Construction Conference - Consultant will conduct a Pre-Construction Conference before the start of construction.
- Site Visits and Construction Observation - Consultant will make monthly visits to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work. Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents. Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.
- Construction Meetings - Consultant will attend monthly virtual construction meetings to discuss the project progress, any needs, and schedule ahead. Consultant will distribute meeting minutes following each meeting.
- Recommendations with Respect to Defective Work - Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- Clarifications and Interpretations - Consultant will respond to reasonable and appropriate

Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by Client.

- Change Orders - Consultant may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- Shop Drawings and Samples - Consultant will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.
- Substitutes and "or-equal/equivalent" - Consultant will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.
- Inspections and Tests - Consultant may require special inspections or tests of Contractor's work and may receive and review certificates of inspections within Consultant's area of responsibility. Consultant's review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. Consultant is entitled to rely on the results of such tests.
- Disputes between Client and Contractor - Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision.
- Applications for Payment - Based on its observations and on review of applications for payment and supporting documentation, Consultant will recommend amounts that Contractor be paid. Recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
- Substantial Completion - When requested by Contractor and Client, Consultant will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- Final Notice of Acceptability of the Work - Consultant will conduct a final site visit to evaluate whether the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor.

TASK 5 – RECORD DRAWINGS

Consultant will prepare a record drawing showing significant changes reported by the Contractor or made to the design by Consultant. Record drawings are not guaranteed to be as-built but will be based on information made available. The following tasks are included:

- Consultant will submit a draft record drawing set in electronic (PDF) format for City review
- Consultant will address one round of City comments and submit a final record drawing set in electronic (PDF) format for City's use
- Preparation and submission of electronic CAD files is not included in this task but may be performed as additional services upon request

TASK 6 – PERMITTING SERVICES

The Consultant will assist the Client in applying for those permits and approvals stated in the scope of services (ODEQ Permit to Construct). This assistance will consist of completing and submitting forms to the appropriate regulatory agencies, but will not include studies, research, attendance at more than two (2) meetings with public officials or special documentation not normally required for a project of this type. The

Consultant makes no warranty that regulatory agencies will issue the permits and approvals desired by the Client. Client shall pay all permitting fees.

TASK 7 – EASEMENT ACQUISITION SERVICES

The Consultant will employ the services of a Right-of-Way Subconsultant (the Subconsultant) to perform land acquisition services for up to twenty-five (25) parcels within the project area to acquire additional easement deemed necessary to construct and maintain the project. The following tasks are included:

- Title Investigation – title investigation services will be provided for each easement parcel to establish current vesting ownership and identify existing City right-of-way. Title services will include:
 - o Current owner(s), estate (joint tenants, tenants in common, etc.), and address of record
 - o Five (5) year chain of title
 - o Mortgages and mortgage releases that may affect the parcel
 - o Easements of record
- Acquisition and Negotiation Services – these services will include the following tasks:
 - o The City will establish the value to be used in negotiation and the range of negotiating authority to be given to the Subconsultant. The Subconsultant will provide the services of qualified real estate agents to secure the required easements for the project. The easements will not be acquired under the Uniform Relocation and Acquisition Act (Uniform Act).
 - o The Subconsultant will negotiate on behalf of the City and utilize the conveyance documents and other necessary forms as prescribed by the Consultant and City and as approved in accordance with sections above. The Subconsultant will provide a good faith effort to acquire the easements rights-of-way through a negotiation process, which will generally consist of three (3) contacts with the property owner, or his authorized representative. A maximum of five (5) total contacts will be provided to reach an agreement with the property owner, or to determine that further negotiations will be non-productive and that eminent domain actions will be necessary to acquire the property. If absentee owners are involved, the negotiations may be conducted via telephone, fax, e-mail, or by mail. If the schedule for acquisition of the easement right-of-way or other factors arise, which make it expedient, travel outside of the project area to meet with the absentee owners may be desirable. Any travel outside a 100-mile radius from the project will be considered as “travel outside of the project area”. If such events arise, the travel must be specifically authorized by the City. If such travel is authorized, the expenses involved, including the agent’s services, will be considered as Additional Services.
 - o The initial offer made to the property owner will be based on the value authorized by the City. All counter-offers by the property owner, along with the Subconsultant’s recommendations will be presented to the City for consideration. The City must establish and recommend such counter offers before the Subconsultant will be authorized to agree to the requested changes. All monetary offers made to the property owners will be within the limits authorized by the City in the various stages of the negotiation.
 - o After reaching an agreement with the landowner on the consideration and all other terms of the transaction, the Subconsultant will forward to the City a Memorandum of Agreement (M/A) executed by the property owner to be ratified by the City. This M/A sets forth the compensation and any other terms and conditions agreed upon. The City will be responsible for obtaining the City’s ratification and for returning the ratified M/A to the Subconsultant. The Subconsultant will then inform the Title Company that the parcel is ready for closing. The Subconsultant will then file the easements. The payment to the property owner and the closing procedures will be in compliance with the procedures defined in the Closing section below.
 - o In the event these good faith efforts fail to produce a satisfactorily negotiated easement, the Subconsultant will recommend to the City that the City use its power of Eminent Domain to acquire the easement.
 - o Closing - once an Agreement with the property owner has been made, the Subconsultant will submit a Secured Packet to the City for Review. Once the agreement is accepted by the City, the Subconsultant will coordinate contacts with the City to deliver any payments to the property owner and record the documents. The documents will be returned to the

- City after recording.
- o Filing of Easement Record - The Subconsultant will provide services to record and file necessary property documentation at the Payne County Courthouse.
- o Deliverables for this task consist of the following:
 - Up to twenty-five (25) easement instruments, Property Exhibits and Legal Descriptions provided by Consultant's surveyor
 - Up to twenty-five (25) Memorandums of Agreement (if necessary)
 - Up to twenty-five (25) Title Reports
- o The Subconsultant will make up to five (5) contacts with each property owner as part of negotiating the easement
- Condemnation Services – these services will include the following tasks:
 - o The Subconsultant shall take no actions related to condemnation until such time as the City has completed the determination of need for and execution of a Resolution of Necessity related to this project.
 - o The Subconsultant will provide services to assist the City's use of its power of eminent domain in acquiring the easement.
 - o The Subconsultant will submit property owner's names on those parcels where negotiations were unsuccessful to the City. The City will be responsible for preparing and approving a resolution authorizing condemnation of the needed parcels.
 - o Upon request of the City's legal advisor, the Subconsultant will request an updated title commitment from the Title Company.
 - o The Subconsultant, upon receipt of the City's offer value and updated title commitment will prepare a final offer letter for approval to the City. At the request of the City, the Subconsultant will mail the final offer letter to the property owner.
 - o The Subconsultant will prepare and furnish to the City's legal advisor a "file package" consisting of updated title commitments, right-of-way agents reports, legal descriptions and any other information in the Subconsultant's files for the legal advisor's use in the required condemnation actions.
 - o The Subconsultant will assist the City's legal advisor in preparing for the special commissioner's hearings as requested by the legal advisor and attend up to five (5) meetings or conferences. This scope does not include Appraiser Expert Witness Testimony.
 - o This scope includes condemnation services associated with up to five (5) parcels. Unreasonable amounts of coordination associated with condemnation services for these five (5) parcels by the Consultant and/or the Subconsultant will be considered Additional Services. Condemnation services for more than five (5) parcels will be considered Additional Services.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Erosion control plans
- Traffic control plans
- Sequencing or phasing plans
- Tree survey and protection/removal plans
- Franchise utility relocation coordination and plan review
- Comment response matrices
- Thrust restraint design
- Roadway, drainage, or trail design
- Landscape or irrigation design
- USACE, FEMA, and other permitting beyond what is identified above
- Additional submittals beyond those identified above
- Assist the City as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies
- Redesign to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing

governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor

- "Value engineering" after bidding
- Any work requiring an outside Title Company including Abstracting, Appraisals, Title Commitment, Escrow Closing, Title Policy, and Buyer's Policy
- Development of SWPPP documents or performing SWPPP inspections and/or coordination

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates. Written approval from the City will be obtained prior to performing any additional service.

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Record information for new utilities, developments, and other improvements in the project areas since the time of the original survey (2021)
- Additional CCTV footage performed within the project area since 2021
- Any other pertinent information as to changes within the project area, changes to City design standards or details, etc. that may impact the design and/or project deliverables

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

FEE AND EXPENSES

The fees listed in the following table represent anticipated costs of the effort required to complete the modified scope of services using current Kimley-Horn rates. Kimley-Horn will perform the services in Tasks 1 - 7 on a labor fee plus expense basis with the maximum labor fee as shown in the table.

Task		Fee	Type
1	90% Design	\$1,123,200	Hourly, Not-to-Exceed
2	Final Design	\$249,500	Hourly, Not-to-Exceed
3	Bidding Phase Services	\$49,400	Hourly, Not-to-Exceed
4	Construction Phase Services	\$296,300	Hourly, Not-to-Exceed
5	Record Drawings	\$36,300	Hourly, Not-to-Exceed
6	Permitting Services	\$26,600	Hourly, Not-to-Exceed
7	Easement Acquisition Services	\$182,100	Hourly, Not-to-Exceed
Total		\$1,963,400	

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. However, Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. Previous payment terms and provisions of the existing contract will remain in effect.

BUDGET MODIFICATIONS

The following table summarizes the existing contract amounts, what has been used to date (through June 2025), and what is remaining for both Basic Services and Additional Services. This represents the amount available on the existing contract to be utilized for the modified scope of services presented above. The total amount remaining is \$1,574,380.24 and this includes Basic Services, Additional Services, and Amendment No. 1, as shown below.

Original Contract Tasks		Original Amount	Used To Date (Through 6/25)	Amount Remaining
Basic Services				
	Study Report Phase	\$664,800	\$571,663	\$93,137
	Preliminary Design Phase	\$550,500	\$380,583.40	\$169,916.60
	Final Design Phase	\$230,700	\$0	\$230,700
	Bidding Phase	\$15,000	\$0	\$15,000
	Construction Phase	\$134,500	\$0	\$134,500
	Post-Construction Phase	\$27,500	\$0	\$27,500
	Reimbursable Expenses	\$19,400	\$1,408.86	\$17,991.14
	Amendment No. 1	\$167,700	\$38,030	\$129,670
Additional Services				
	Additional Services	\$787,800	\$31,834.50	\$755,965.50
Total		\$2,597,900	\$1,023,519.76	\$1,574,380.24

As previously noted, the scope of work will begin by utilizing the amount remaining in Basic Services, which totals \$818,414.74, as tabulated in the table. The amount remaining in Additional Services, totaling \$755,965.50, will be requested for authorization shortly after work begins. Together this amounts to \$1,574,380.24 in remaining funds under the existing contract.

Since the total scope of services to complete the project amounts to \$1,963,400, an additional amendment to the existing contract in the amount of \$389,019.76 can be anticipated at a later date to complete the project. This amendment will be requested close to the time the services remaining are needed. This is anticipated to be submitted when design is nearing completion with approval needed before construction begins in order to continue services. The breakdown of fee utilization to cover the modified scope of services is summarized below.

Fee Utilization Item	Amount
Portion of fee covered by existing Basic Services remaining	\$818,414.74
Additional Services remaining to be authorized	\$755,965.50
Future amendment amount needed for completion of scope	\$389,019.76
Total Fees	\$1,963,400

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "James Bryan".

James Bryan, P.E.
Associate, Project Manager

Attachments: Hourly Rate Schedule
 June 2025 Billing To Date Worksheet
 Anticipated Project Schedule

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst	\$175 - \$260
Professional	\$250 - \$315
Senior Professional I	\$275 - \$380
Senior Professional II	\$370 - \$400
Senior Technical Support	\$170 - \$295
Support Staff	\$115 - \$160
Technical Support	\$130 - \$165

Effective through December 31, 2025

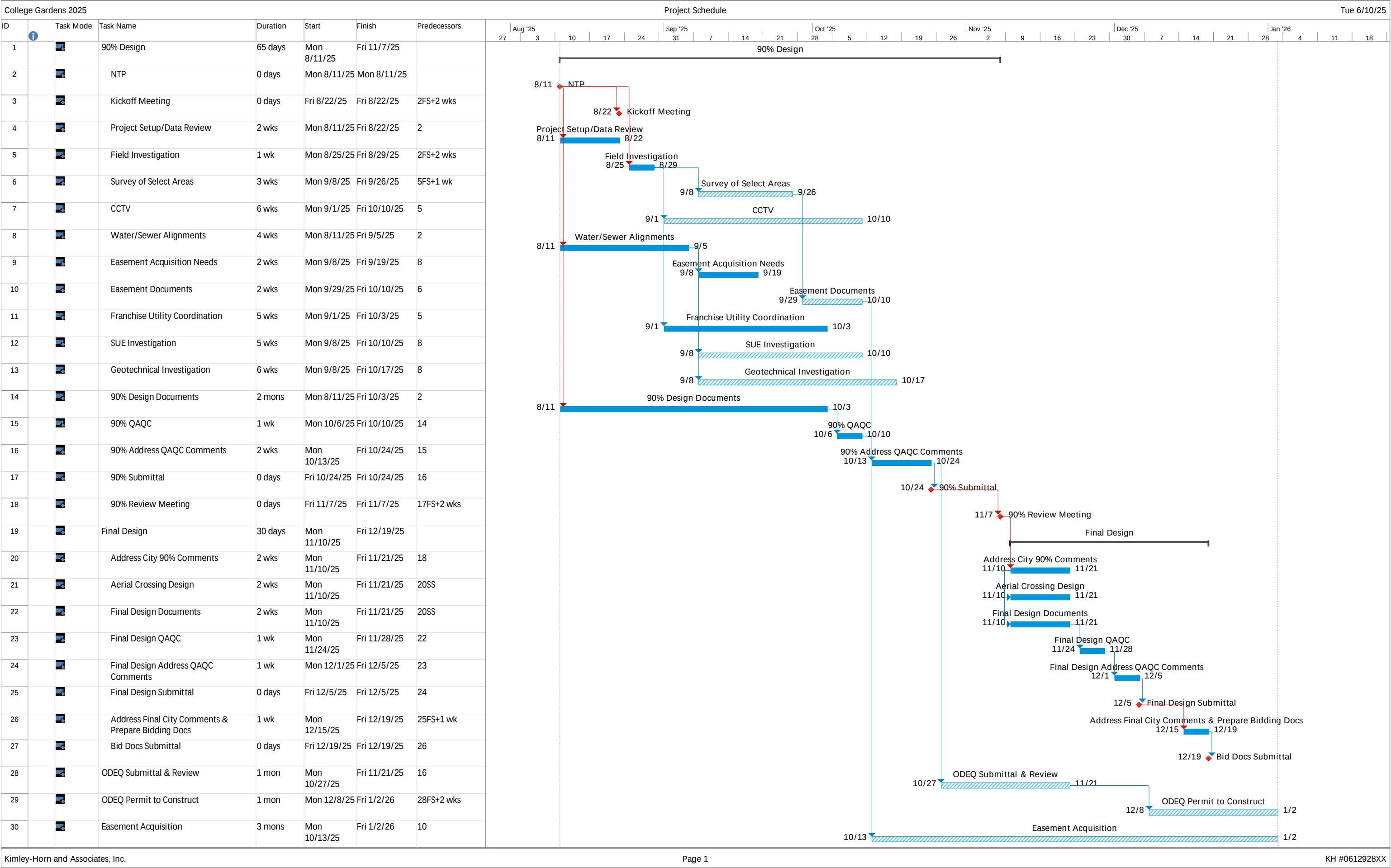
Subject to adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

WORK ITEM	PAYMENT TRACKING			TOTAL (cumulative amounts)	PAY FROM PO#	CONTRACTED AMOUNT REMAINING	PERCENT COMPLETE
	CONTRACTED AMOUNT	PREVIOUS TOTALS	THIS REQUEST				
Study Report Phase - Water	\$664,800.00	\$571,663.00		\$571,663.00		\$93,137.00	86%
Study Report Phase - Sewer							
Preliminary Design Phase - Water	\$550,500.00	\$380,583.40		\$380,583.40		\$169,916.60	69%
Preliminary Design Phase - Sewer							
Final Design Phase - Water	\$230,700.00	\$0.00		\$0.00		\$230,700.00	0%
Final Design Phase - Sewer							
Bidding Phase - Water	\$15,000.00	\$0.00		\$0.00		\$15,000.00	0%
Bidding Phase - Sewer							
Construction Phase - Water	\$134,500.00	\$0.00		\$0.00		\$134,500.00	0%
Construction Phase - Sewer							
Post-Construction Phase - Water	\$27,500.00	\$0.00		\$0.00		\$27,500.00	0%
Post-Construction Phase - Sewer							
Reimbursable Expenses	\$19,400.00	\$1,408.86		\$1,408.86		\$17,991.14	7%
Additional Services (Owner Authorized)	\$787,800.00	\$31,834.50		\$31,834.50		\$755,965.50	4%
Amendment #1 - 6th Ave - Water	\$167,700.00	\$38,030.00		\$38,030.00		\$129,670.00	23%
Amendment #1 - 6th Ave - Sewer							
Amendment #2-Monticello Pavement	\$81,100.00	\$69,199.41		\$69,199.41		\$11,900.59	85%
Amendment #3-Monticello Des. Add'l services	\$80,000.00	\$75,188.25		\$75,188.25		\$4,811.75	94%
Amendment #5-Monticello CA services	\$90,900.00	\$16,736.25	\$6,178.95	\$22,915.20		\$67,984.80	25%
m. TOTALS	\$2,849,900.00	\$1,184,643.67	\$6,178.95	\$1,190,822.62			42%
n. Amount Previously Requested	N/A	N/A	N/A	\$1,184,643.67			
o. Amount of this request	N/A	N/A	N/A	\$6,178.95			
p. Overall percent complete	N/A	N/A	N/A	42%			



Kimley-Horn and Associates, Inc.

Page 1

KH #0612928XX

Budget Amendment Request

For Budget Year _____

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

Office: 405.372.0025
 Web: stillwater.org

Date: _____

Department: _____

Requested by: _____

Explanation:

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

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

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes

☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--