



Together, Investing in Municipal Excellence

STILLWATER UTILITIES AUTHORITY MEETING AGENDA
JANUARY 26, 2026

723 S. Lewis Street, Room 1122
 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 January 12, 2026 regular meeting minutes.	
b.	Approve a budget amendment to return unused project appropriations for completed electric projects (digger derrick, bucket truck and Block 34 lighting) to the fund balance of the Rate Stabilization Fund.	Jared Thulin
c.	Approve budget amendments to reflect receipt and appropriation of funds from the sale of equipment in the Fleet Department.	Jared Thulin
d.	Approve Amendment 3 for additional design, and construction document preparation for demolition of five water and process tanks and two Pump Stations, and the construction administration and construction inspection services for Yost Tower and Water Line Replacement Project with Garver; authorize the	SUA-26-04 Bill Millis

	<p>General Manager to sign related documents; authorize the total additional expenditures of \$484,547, which includes 10% contingency; and approve the associated budget amendment.</p>		
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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 January 22, 2026 at 5:20 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 JANUARY 8, 2026 AT 4:00 P.M. AT THE MUNICIPAL BUILDING,
723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER UTILITIES AUTHORITY
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
JANUARY 12, 2026**

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

1. CALL MEETING TO ORDER

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

2. CONSENT DOCKET

- a. Approve December 15, 2025 regular meeting minutes.
- b. Approve a budget amendment to appropriate funds for pedestrian streetlights at the intersections of Main Street and 7th, 8th, 9th and 10th Avenues.
- c. Approve budget amendments to reflect receipt of loan proceeds and appropriate amounts for FY26 Debt Service payments related to the Oklahoma Water Resources Board Financial Assistance Program Loan dated December 18, 2025.
- d. Award SUA Bid No. 32-2025 (Project 25WL03 - FY2025 Water and WW Facilities Projects Task Order No. 2 – Volume I, improvements to five water storage tank facilities) to Crossland Heavy Contractors, Inc. in the amount of \$8,057,650 (which is the base bid plus add alternates A & B, and a deduction for the following tank rehabilitation work line items: 3.2, 3.3, 3.4, 3.5, 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, & 4.7); authorize the General Manager to sign the contract and related documents; authorize total expenditures of \$8,863,415 which includes a 10% contingency; and approve the associated budget amendments.
- e. Approve Amendment 1 for additional design for NE Transmission Main, the construction administration and construction inspection services of TO1 projects (four water lines) in FY25 CIP Task Order Agreement with Black and Veatch; authorize the General Manager to sign related documents; authorize the total additional expenditures of \$1,240,977, which includes 10% contingency; and, approve the associated budget amendment.
- f. Approve Amendment 2 for the construction administration and construction inspection services of TO2 projects (improvements at five water storage tanks, SCU improvements at the WTP, and reconstruction of two lift stations) in the FY25 CIP Task Order Agreement with Black and Veatch; authorize the General Manager to sign related documents; authorize the expenditures of \$1,821,000, which includes 10% contingency; and, approve the associated budget amendments.

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

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

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

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

4. ITEMS REMOVED FROM CONSENT DOCKET

None.

5. REPORTS FROM OFFICERS & BOARDS

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

6. QUESTIONS & INQUIRIES

None.

7. ADJOURN

MOTION BY TRUSTEE HAWKINS, SECOND BY TRUSTEE HARDIN TO ADJOURN THE JANUARY 12, 2026 REGULAR MEETING OF THE STILLWATER UTILITIES AUTHORITY.

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

The January 12, 2026 regular meeting of the Stillwater Utilities Authority adjourned at 6:12 p.m.

**WILLIAM H. JOYCE, CHAIR
STILLWATER UTILITIES AUTHORITY**

**TERESA KADAVY, SECRETARY
STILLWATER UTILITIES AUTHORITY**

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: 01/19/2026

Department: Finance

Requested by: Jared Thulin

Explanation:

Expenditures:
Return the unspent appropriations from the projects (listed below) to the fund balance of the Rate Stabilization Fund.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount	
Increase:	-				\$ 0	
	-				\$ 0	
	-				\$ 0	
	-				\$ 0	
	-				\$ 0	
Decrease:	Digger Derrick	9119011 - 54001	22RS03911	\$ 13,231	(\$ 1,933)	\$ 11,298
	Digger Derrick	9119011 - 54001	22RS04911	\$ 13,713	(\$ 3,558)	\$ 10,155
	60' Dist Bucket	9119011 - 54001	24RS04911	\$ 85,816	(\$ 85,816)	\$ 0
	60' Dist Bucket	9119011 - 54001	24RS05911	\$ 90,673	(\$ 90,673)	\$ 0
	LED-Block 34	9119011 - 54009	24RS07911	\$ 20,748	(\$ 996)	\$ 19,752

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

(\$ 182,976)

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance:  _____

Date: 1/20/2026

Approved by CMO: _____

Date: _____

Approved by City Council: Yes No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

Budget Amendment Request
 For Budget Year 2026

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

Office: 405.372.0025
 Web: stillwater.org

Date: 01/20/2026

Department: Finance

Requested by: Jared Thulin

Explanation: Revenue:
 Increase revenue projections for receipt of proceeds from the sale of equipment at Fleet.


Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Fleet/Misc Revenue	9009440 - 48700	\$ 0	\$ 1,231	\$ 1,231
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 1,231

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance:  _____

Date: 1/20/2026

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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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: 01/20/2026

Department: Finance

Requested by: Jared Thulin

Explanation: Expenditures:
 Appropriate funds received from sale of equipment at Fleet.


Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Fleet/Misc Services	9009440 - 53066	\$ 4,415	\$ 1,231	\$ 5,646
		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0
Decrease:		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0

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

\$ 1,231

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: 

Date: 1/20/2026

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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<p>Agenda Item:</p>	<p>2.d. SUA-26-04</p>
<p>Previous/Related Action:</p>	<ul style="list-style-type: none"> • SUA -17-11 Professional Services Agreement (PSA) with Garver for Project 13WG18 – Yost Booster Pump Station, Tower and Water Line Replacement Project.
<p>Background/Issue:</p>	<p>The SUA authorized a Professional Services Agreement (PSA) with Garver in 2017 for final design, bidding, application engineering, and construction oversight services for the Yost Booster Pump Station (BPS), an Elevated Storage Tank (EST), associated waterline, as well as numerous pressure reducing valves. The total authorized expenditure for these services was \$598,000, which included a 10 percent contingency.</p> <p>The BPS was subsequently removed from this project. It was designed in conjunction with the new Finished Water Pump Station (FWPS) at the Water Treatment Plant and is currently under construction.</p> <p>The project is currently in 95 percent design. Additional funding is required to complete the remaining design tasks, process the Federal Aviation Administration (FAA) and Oklahoma Department of Aerospace and Aeronautics (ODAA) permits for the elevated storage tank, provide plan and specification for demolition of Yost and North Perkins Pump Stations, as well as the Reisbeck Tower, WTP Lime Towers (2), Coyle Road Tower, and Bilyue Tower, provide construction administration and inspection services for the water tower, and complete the necessary easement acquisition.</p>
<p>Proposal/Solution:</p>	<p>Through Amendment 3, Garver will provide additional design services and the construction administration and construction inspection services for Yost Tower and Water Line Replacement Project.</p> <p>The scope of work to be carried out by Garver includes, but is not limited to, the following:</p> <ol style="list-style-type: none"> 1. Additional Design and land acquisition services. 2. Provide construction documents for demolition of Yost and North Perkins Pump Stations, as well as the Reisbeck Tower, WTP Lime Towers (2), Coyle Road Tower, and

	<p>Bilyue Tower</p> <ol style="list-style-type: none"> 3. Application for FAA and ODAA Permits 4. Environmental Studies and Tank Specialty inspection and Testing 5. Construction Administration – monthly progress meetings, review of claims, change orders, submittals, RFIs, and applications for payment. 6. Site Visits and Observation of construction
Financial Source/Impact:	The cost of Amendment 3 for this project, including 10% contingency, will be \$484,547 and will be funded from the Water Fund which contains sufficient funds.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Staff recommends a motion to: Approve Amendment 3 for additional design, and construction document preparation for demolition of 5 water and process tanks and 2 Pump Stations, and the construction administration and construction inspection services for Yost Tower and Water Line Replacement Project with Garver; authorize the General Manager to sign related documents; authorize the total additional expenditures of \$484,547, which includes 10% contingency; and approve 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. Yost Amendment 3_GarverSignature
2. Budget Amendment

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3**

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: October 13, 2017
- b. Owner: City of Stillwater, Oklahoma/ Stillwater Utilities Authority
- c. Engineer: Garver, LLC
- d. Project: Yost Booster Pump Station and Distribution System Improvements

2. *Description of Modifications:*

- ~~a. Engineer shall perform or furnish the following Additional Services:~~
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as shown in Attachment 1.
- ~~c. The responsibilities of Owner are modified as follows:~~
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
See Attachment 1
- ~~e. The schedule for rendering services is modified as follows:~~
- ~~f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:~~

5. Agreement Summary (Reference only)

a. Original Agreement amount:	\$ <u>506,263.00</u>
b. Net change for prior amendments:	\$ <u>(62,980.00)</u>
c. This amendment amount:	\$ <u>440,498.00</u>
d. Agreement amount:	\$ <u>883,781.00</u>

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


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

OWNER:
City of Stillwater, Oklahoma/Stillwater Utilities
Authority

By: Brady Moore

Title: General Manager

Date Signed: _____

ENGINEER:


By: Mary Elizabeth Mach

Title: Vice President

Date Signed: 1/7/2024

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3 – Attachment 1

1. The following language is added to Item A2.01.A.30 in the original agreement as follows:
 - a. Updated Design Scope Items:
 - i. Re-design services for 0.7 miles of water line in the Commissioners of the Land property.
 - ii. Prepare and include construction-ready design drawings for the demolition of the Yost and North Perkins Pump Stations, as well as the Reisbeck Tower, WTP Lime Towers (2), Coyle Road Tower, and Bilyue Tower (see Exhibit A to this Attachment 1). This includes the associated sheets showing proposed plug-related appurtenance connections to the existing alignment.
 - iii. Prepare construction-ready specifications detailing demolition sequencing for proper installation. Specifications shall also confirm that standard hydraulic conditions are met through testing and the use of proposed installation fittings.
 - iv. Using the Owner's templates, prepare SWPPP and Submittal Register for the Contractor's use during construction.
 - v. Revise OPCC due to changes in scope with a range of accuracy that follows the AACE guidelines for project milestones.
 - b. Additional Easement Services:
 - i. Engineer will draft Temporary Construction Easements (TCEs) based on Owner's templates, for Bilyeu Tower, Coyle Tower, Reisbeck Tower, N Perkins PS and Yost PS demolition work. TCEs will not be surveyed or filed at the Payne County Courthouse.
 1. Engineer will contact up to six (6) TCE property owners by telephone to present the TCE and discuss the project.
 2. Engineer will mail TCE documents to up to six (6) property owners or meet in-person to obtain a signature.
 - ii. Utilizing a subconsultant, Engineer will prepare one (1) easement description and exhibit to extend the previously prepared waterline easement along the north side of Yost Road on the Commissioners of the Land property.
 - c. Upon Written Authorization - Additional Hydraulic Analysis Services:
 - i. Owner requires additional modeling services to recommend an updated tower height based on new project constraints. The new high water level evaluation will be included in a revised Hydraulic Analysis and Conceptual Design Technical Memorandum.
 - d. Tower Permits:
 - i. FAA Airspace Analysis - Garver will prepare and submit the project to the FAA for permanent airspace clearance on the Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) website and coordinate with FAA representatives.
 - ii. Oklahoma Department of Aerospace and Aeronautics (ODAA) Airspace Analysis – Garver will prepare and submit a tall structure permit application form in accordance with the Aircraft Pilot Passenger Protection Act (APPPA) to the ODAA for clearance and coordinate with ODAA representatives.

- iii. Utilizing a subconsultant, Engineer will prepare (one) 1 FAA 2C Certification as required for and to be included in the application to FAA for permanent airspace clearance.
- e. Upon Written Authorization - DWSRF Coordination:
 - i. Owner may use DWSRF funds for this project. The existing Project Priority description is not detailed enough to comply with requirements for reimbursement. Project Priority description will be updated by Garver for submittal by Owner to include demolition of existing Yost tower and Yost PS, installation of community PRVs and installation of customer PRVs (demolition of the WTP lime silo, Bilyeu Tower, Reisbeck Tower, and N Perkins PS are extra items added to the project but not considered applicable for DWSRF funding).
 - ii. Garver will update the previously prepared Preliminary Engineering Report into a Final Engineering Report for review and approval by the Owner based on updated scope and incorporating final Hydraulic Analysis decisions in the updated Hydraulic Analysis TM.
- f. Upon Written Authorization - Environmental Information Document:
 - i. Preparation and submittal of ODEQ's Request for Environmental Determination form and required attachment to ODEQ for review as part of step one of ODEQ's two-step environmental process for DWSRF funding applications.
 - ii. Preparation and submittal of up to 20 crosscutter letters as part of step two of ODEQ's two-step environmental process for DWSRF funding applications.
 - iii. Preparation and submittal of an ODEQ CATEX form to ODEQ, per written authorization by Owner.
 - iv. Preparation of an Environmental Information Document (EID)

Pursuant to the National Environmental Policy Act, an environmental information document (EID) is required for all SRF loans that do not qualify for a categorical exclusion. Garver will provide one (1) EID that covers the project site for the Owner. The EID evaluates potential impacts to the environment, historical, cultural, and biological resources because of the project. Specific tasks include:

 - 1. Prepare an EID that meets the Funding Agency Coordination Team (FACT) requirements, which includes collecting and presenting project information that will be summarized in the Engineering Report prepared by Garver. Garver shall prepare environmental maps and exhibits, including soil and geological characteristics, hydraulic atlases, critical habitats, wetlands, flood plains, and the project site's cultural and economic features. This work is a desk top study; field work to collect data such as biological and archaeological surveys or geological/geotechnical information is not included in this Work Order, but if determined necessary, can be added by amendment.
 - 2. Identify the environmental consequences of the recommended alternative from the Engineering Report that is being amended by Garver.
 - 3. Solicit input regarding project specifics, document all correspondence and any required follow-up correspondence, and provide copies and summaries of all correspondence for review from the following agencies:
 - o U.S Army Corps of Engineers (Floodplain Management)

- U.S Army Corps of Engineers (Regulatory)
 - Natural Resources Conservation Service (Prime Farmlands; ODEQ coordination lead)
 - U.S Dept. Of Interior Fish and Wildlife Service (Threatened/Endangered Species)
 - Bureau of Land Management
 - State Historic Preservation Office (ODEQ coordination lead)
 - Federal Emergency Management Agency (Floodplain management)
 - Local and county certified floodplain managers
 - Oklahoma Department of Environmental Quality
 - Bureau of Indian Affairs
 - Native American Tribes with tribal land in the project vicinity (ODEQ coordination lead)
 - Oklahoma Water Resources Board
 - Oklahoma Department of Commerce
 - Oklahoma Department of Tourism and Recreation
 - Reginal governmental entity over Payne County
4. Coordinate and respond to regulatory agency
- Review comments as directed by the Owner. Garver's level of effort for this task assumes one round of agency comments.
 - Provide an electronic copy of the draft EID to the ODEQ for review and comment.
 - Revise EID based upon Owner and the ODEQ review comments. Garver's level of effort for this task assumes one round of Owner and agency comments.
5. Public Hearing
- Conduct one (1) Public Hearing (with Owner Board or otherwise) to describe project and meet SRF requirements.
 - Revise EID based upon Public Hearing comments and submit to the ODEQ for acceptance and issuance of Finding of No Significant Impact (FONSI).
6. EID Deliverables
- Three (3) hard copies of the Draft EID to Owner and one (1) electronic copy to ODEQ
 - Three (3) hard copies of the Final EID to Owner and (1) electronic copy to ODEQ.
 - Electronic versions as requested.
- v. It is anticipated that a Finding of No Significant Impact (FONSI) will be determined as the outcome of environmental work. An Environmental Impact Statement or further environmental assessments are beyond the scope of this work and can be added by written amendment.
- g. Upon Written Authorization - Tower Construction Observation Services:
- i. Tower construction observation services will be provided on a part-time bases as needed by Owner with a total number of hours not to exceed 830.

- ii. Services will be provided by Engineer's Resident Project Representative (RPR), who will provide or accomplish the following:
 - 1. Consult with and advise the Owner during the tower construction period.
 - 2. Coordinate with the subconsultant providing special testing and inspection.
 - 3. Perform quality control to contractor's quality assurance testing following ASTM standards. These are limited to:
 - a. coating adhesion pulls as needed, limited to no more than five (5),
 - b. dry film coating thickness, performed during routine inspections,
 - c. wet film coating thickness, performed during routine inspections,
 - d. nuclear density on the soil compaction in the area around the tower, limited to no more than five (5).
 - 4. Maintain a file of quantities incorporated into the work for contract, test reports, and other appropriate information for the contract.
 - 5. Maintain a project diary for the contract which will contain information pertinent to each site visit.
 - iii. Construction observation services will be billed hourly. If additional time extends beyond the time established in this agreement, and the Owner wants RPR to continue inspection services, the Owner will pay Engineer an additional fee agreed to by the Owner and Engineer.
- h. Upon Written Authorization - Tower Special Inspections and Testing:
- i. The Engineer will utilize a subconsultant to perform special inspections and testing services for the tower construction. The scope will include the following:
 - 1. Earthwork-related services, including soil testing and in-place moisture and density testing per ASTM D-698 or ASTM D-1557 with a testing frequency of one test per 2,000 square feet in structural areas and one test per 3,000 square feet in non-structural areas. Limited to no more than eighty (80) hours on-site for materials testing technician.
 - 2. Concrete-related services, including field sampling and testing of concrete slump and concrete cylinder tests. Limited to one set of (5) 4"x8" cylinders cast per 50 cubic yards.
 - 3. Foundation-related services, including excavation observations and placement of reinforcing steel. Limited to no more than sixty (60) hours of on-site observation for materials testing technician.
 - 4. Pavement-related services, including observing and testing pavement subgrade. Limited to no more than fifteen (15) hours of on-site observation.
 - 5. Structural steel erection services, including observation and documentation of welded decking, Nelson studs, and bolted and/or welded connections. Limited to no more thirty-six (36) hours of on-site observation and testing.
 - 6. Coating-related services if necessary, including adhesion pull tests, limited to no more than ten (10).
2. The following language modifies Item A1.03 in the original Agreement as follows:
 "B. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and

Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

C. Sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is three (3). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement."

3. The following is added to Item A1.04.A.5 in the original Agreement as follows:
"Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents."
4. The following is added to Item A1.04.A.6 in the original Agreement as follows:
"If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A."
5. The following is added to Item A1.05.D in the original Agreement as follows:
"The Engineer is not granted the authority to direct the Contractor's Work or approve field or contract changes on behalf of the Owner."
6. The following is added to Item A1.05.A in the original Agreement as follows:
"1. Project Management Services after Construction Contract Award: Provide management services after award by Owner's governing body through completion of Work. Services include, but are not limited to, the following:
 - a. Coordinate with the Owner and awarded Contractor to gather all required documents in order to assemble the Conformed Construction Contract Documents.
 - b. Conform the Contract Documents to include all addenda and any other changes or updates issued prior to Contract Award.
 - c. Facilitate and oversee execution of Construction Contract through coordination with all parties.
 - d. Coordinate, organize, schedule and conduct all Project meetings and conferences including preparing the agenda, leading the meeting, creating a meeting summary and all follow on services such as meeting summary distribution, comments incorporation, action item completion tracking or other identified needs.

- e. Provide project management services throughout the construction phase including tracking, scheduling, coordination, reporting, correspondence, documentation, coordination and other required services for project management.
 - f. Verify Contractor and Subcontractors have all required permits before beginning Work.
 - g. Coordinate with Engineering, Water Utilities, Public Works and other City departments (in advance of and during the Project) and work to ensure that the Project is constructed in conformance with the Contract Documents. Coordination and work items include, but are not limited to, test shutdowns, traffic, pedestrians, and business access considerations, lane closures, waste management provisions, bus stop considerations, construction sequencing, water and sewer service tie-ins and interruptions, monitoring of all Project ongoing systems (such as construction sequencing, sewer bypasses, traffic control systems, temporary and emergency entry maintenance, etc.), resident and business owner notifications (Work Starts Letters, Shutdown Notices, etc.), and any other Project and/or Contractor required Work items (refer to Contract Documents, City Standards, City SOPs, and all local, county, state and federal rules and regulations).
 - h. Provide coordination with and oversee all private and franchise utility corrective actions upon discovery of any conflicts with the project plans. Ensure all new information is updated on record drawings.
2. Project Meetings and Conferences: Organize, coordinate, lead and document all Project meetings including the Pre-Construction Conference, regularly scheduled progress meetings, onsite meetings and others, as necessary. Create and distribute minutes from all meetings/conferences within three (3) days of said event(s). Owner’s attendance at each meeting is required.”
7. The following is added to Item A1.05.A.8.a in the original Agreement as follows:
Modify “Notify the Owner...” with “Notify the Owner immediately”.
- a. The following modifies Item A1.05.A.8.a in the original Agreement as follows:
Replace “Subject to any limitations in the Contract Documents, Engineer may assist Owner in issuing field orders authorizing minor variations in the Work from the requirements of the Contract Documents.” With “Engineer must have Owner’s approval for issuing field orders authorizing minor variations in the Work from the requirements of the Contract Documents.”
 - b. The following is added to Item A1.05.A in the original Agreement as follows:
“Claims by Contractor: Engineer shall review and make a recommendation on all claims by Contractor including by not limited to delays, differing site conditions and requests for additional time and/or compensation.”

- c. The following is added to Item A1.05.A.10 in the original Agreement as follows:
“Identify best solution (considering price, schedule, constructability, state statutes, etc.) for required changes to Engineer’s plans, prepare all required documents (exhibits, attachments, figures, reports, etc.) to support the Change Order. All changes recommended by Engineer shall incorporate and be based upon all design factors and projects decisions made including modeling, sizing, locations, survey data, all utility locations, land acquisitions, geotechnical data, standards, regulations and any other factors. Prepare Draft and Final Reports and PowerPoint slides to support Owner’s Project Manager for presentations to City Council/SUA. Attend City Council and/or SUA Meetings, as necessary, to support the Project, and be prepared to defend Project decisions and progress during the CC or SUA Meetings.”
- d. The following is added to Item A1.05.A.15 in the original agreement as follows:
“15. Applications for Payment: Based on Engineer’s observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer’s representation to Owner, based on such observations and review, that, to the best of Engineer’s knowledge, information and belief, Contractor’s Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor’s being entitled to such payment appear to have been fulfilled in so far as it is Engineer’s responsibility to observe Contractor’s Work. In the case of unit price work, Engineer’s recommendations of payment will include final determinations of quantities and classifications of Contractor’s Work (subject to any subsequent adjustments).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor’s Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor’s Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer’s review of Contractor’s Work for the purposes of recommending payments nor Engineer’s recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor’s Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor’s compliance with Laws and Regulations applicable to Contractor’s furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, material, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
 - c. Provide assistance and support with documentation and preparation of Owner’s response to Contractor regarding its application for payment.”

8. The following modifies Item A1.05.A.17 in the original agreement as follows:
Remove “and to develop a punch list”.
9. The following modifies Item A1.05.A.19 in the original agreement as follows:
Add “If deficiencies in the Work are found, Engineer shall create and distribute a final punch-list, which has been reviewed and approved by the Owner in advance, to the Contractor”.
10. The following is added to Item A1.06.A.1 in the original agreement as follows:
“Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.”
11. The following modifies Item A1.06.A.3 in the original agreement as follows:
“Perform or provide the following additional Post-Construction Phase tasks or deliverables:
 - a. Record Drawings.
 - b. Provide record drawings reflecting all field changes and final quantities. Submittals shall include two full sized reproducible prints, one AutoCAD format file, one full sized PDF file and one true half sized PDF file. Submittal should also include electronic files conforming to the Owner’s requirements listed in Appendix C to Exhibit A.
 - c. Record drawings shall reflect the project as installed, according to information provided by observation by the Engineer, markups by the contractor, markups by the inspector, field orders, change orders, and other sources of information made available to the Engineer.
 - d. Record drawings shall generally be similar in appearance to design drawings. Drawing elements that do not reflect the project as constructed shall struck through and replaced with updated elements. Differences between bid docs and record drawings shall be colored red and clouded and annotated.
 - e. Provide to Owner all project documentation in electronic format organized into folders as specified by Owner.
 - f. Provide Owner with a Contractor evaluation report using the Owner’s template.”

12. Agreement Exhibit C, Page 1, Modify item C2.01.A.3 as follows: Replace this item with the following:

“3. The total compensation for services under Paragraph C2.01 is estimated to be \$883,781 based on the following estimated distribution of compensation:

a. Survey/Geotech Services	\$ 38,626.00
b. Conceptual Design	\$ 73,553.00
c. Preliminary Design Phase	\$ 81,483.00
d. Final Design Phase	\$ 200,522.00
e. Bidding or Negotiating Phase	\$ 20,617.00
f. Construction Phase	\$ 117,648.00
g. Additional Services	\$ 260,730.00
h. Environmental Services	\$ 90,602.00

13. Agreement Exhibit C – Appendix 3, Modify as follows: Replace with the following:
 “The Basis of fee is included in the tables on the following pages with revised entries highlighted.

Final (95%) DESIGN (2025)

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-1	T-2	X-2
	\$331.00	\$269.00	\$221.00	\$189.00	\$135.00	\$125.00	\$105.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Project Administration	4	2	12				12
Waterline Replacement							
Plan and Profile			24		40	40	
Easement layouts			2		4		
Coordinate City Standard Details			1		4	4	
PRV locations/Schedule for PRV			4		8	2	
Elevated Storage Tower							
Site layout and design				12		8	
Yard piping for inlet/outlet				8		4	
Details				12		20	
ODEQ Engineering Report and Permit Application			8				
Coordination with Utility Companies			2		4		
Progress Meetings and Minutes with Owner							
Final Construction Notes			2		12	12	
Quantities and OPCC			16		32	20	
Technical Specifications			8		16		
SUA Front End Specifications			16		8		
QC Review		5	10	5			
Schedule update							
Final Design Workshop and Minutes	8		16	8			
Addresses Owner's review comments and resubmit	4		4	4			
Produce Final Drawings and Specifications							15
ODEQ Coordination			4		6		
404 Permit Correspondence/USACE			8		6		
FAA Permit			8		15		
OK OE/AAA Permit			3		12		
Subtotal - Civil Engineering	16	7	148	49	167	110	27
2. Additional Scope							
Yost PS and N Perkins PS Demo							
Plan sheets and specifications		2	22	36	40		
Specifications			8	12			
Reisbeck Tower Demo							
Plan sheet and notes		2	14	12	40		
Specifications							
Bilyue Tower Demo							
Plan sheet and notes		2	14	12	40		
Specifications							
Coyle Tower Demo							
Plan sheet and notes		2	14	24	40		
Specifications							
WTP Lime Tower Demo							
Plan sheet and notes		2	14	24	40		
Specifications							
Subtotal - Additional Scope	0	10	86	120	200	0	0

3. Structural Engineering							
EST							
Coordination with EST manufacturers		2		4		20	
Design		8		16			
Details, including PRVs		5		12			
Cost Estimate update		2					
Specifications		8		4			
QA/QC		2					
Subtotal - Structural Engineering	0	27	0	36	0	20	0
4. Mechanical Engineering							
HVAC/Building Mechanical design			0			0	
Cost Estimate update			0			0	
Specifications			0			0	
Details			0			0	
QA/QC	0						
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0
5. Electrical Engineering							
Site Electrical	0.5		6			6	
One-line and Wiring Diagrams	0.5		2			6	
Finalize Control Descriptions	0.5		4			4	
Interconnections	0.5		4			4	
I/O Definition	0.5		4			4	
SCADA Panel Details	0.5		4			4	
SCADA Wiring Details	0.5		4			4	
PLC Wiring Details	0.5		4			4	
Cost Estimate update	0.5		4				
Specifications	1		8				
Details	0.5		8			12	
QA/QC	4						
Subtotal - Electrical Engineering	10	0	52	0	0	48	0

Hours	26	44	286	205	367	178	27
Salary Costs	\$8,606.00	\$11,836.00	\$63,206.00	\$38,745.00	\$49,545.00	\$22,250.00	\$2,835.00

SUBTOTAL - SALARIES: \$197,023.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$2,200.00
Postage/Freight/Courier	\$400.00
Travel Costs	\$899.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$3,499.00

SUBTOTAL: \$200,522.00

SUBCONSULTANTS FEE: \$0.00

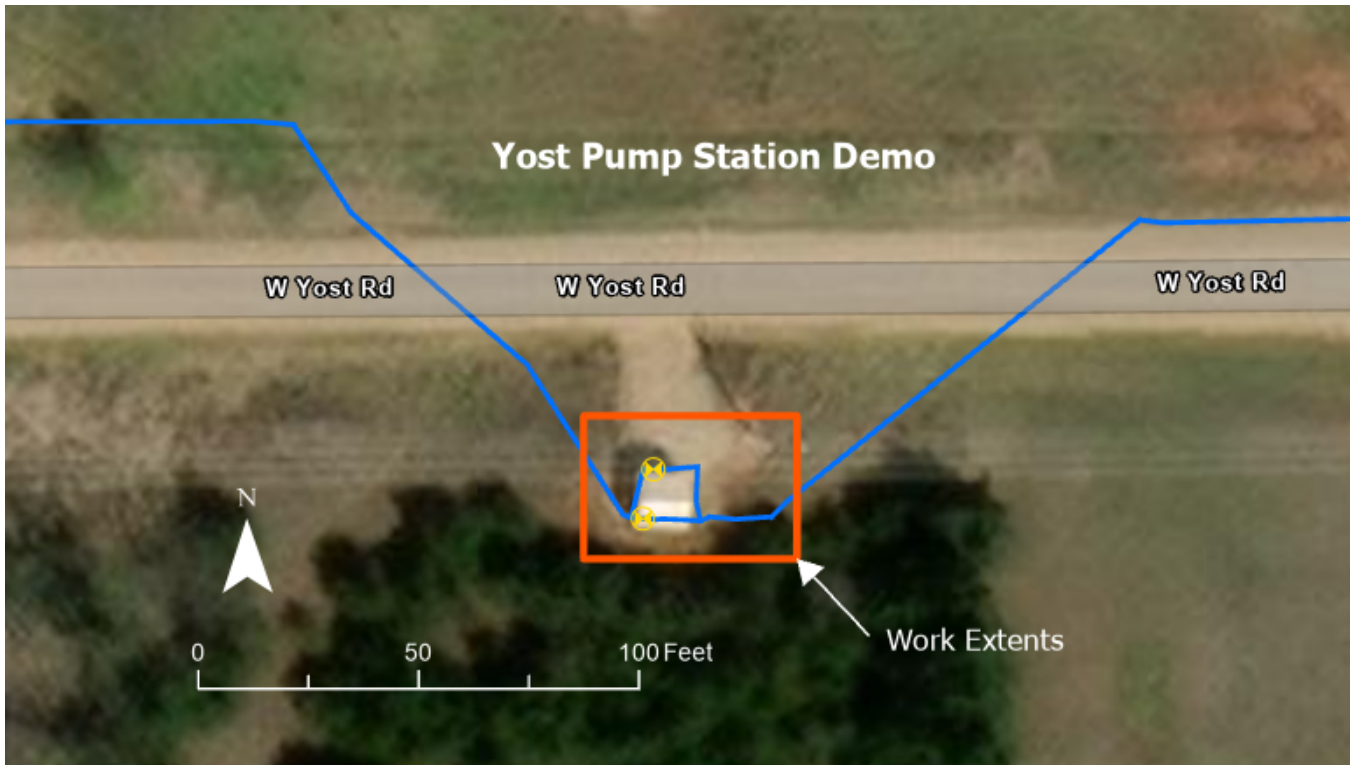
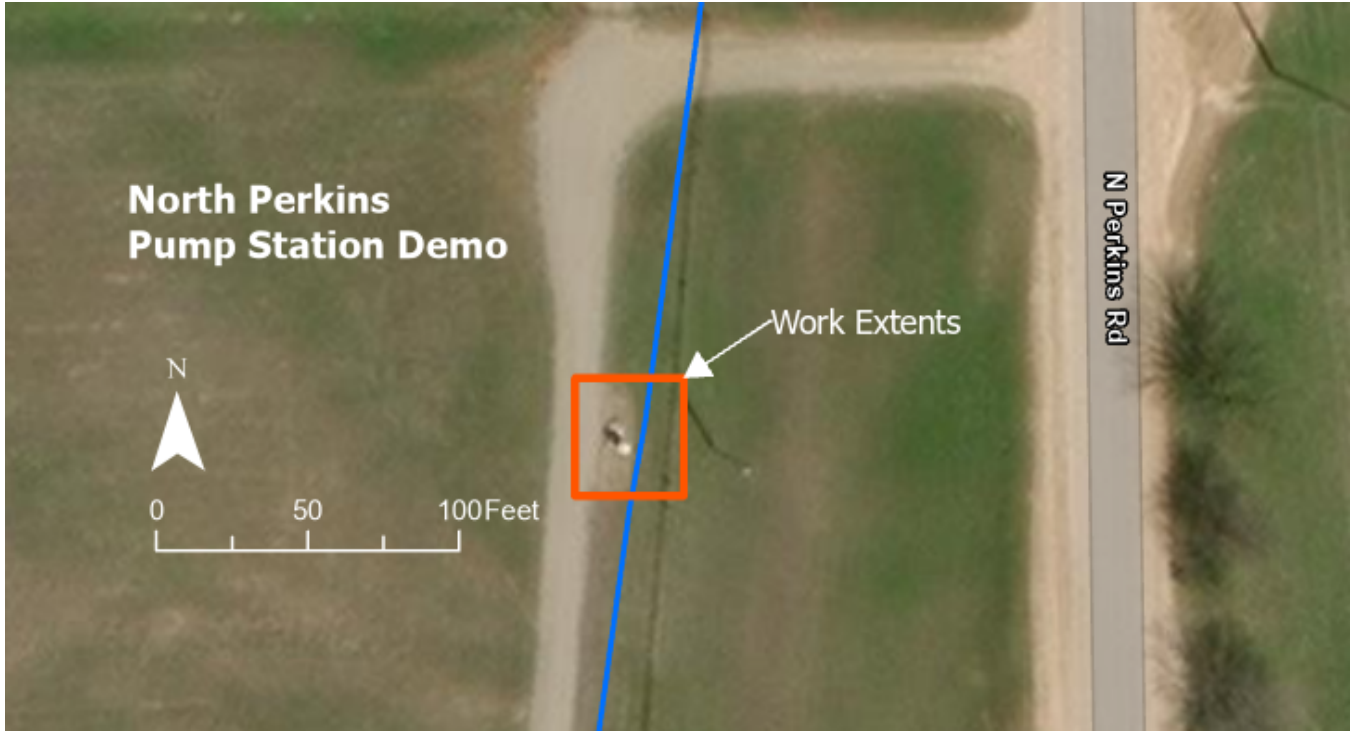
TOTAL FEE: \$200,522.00

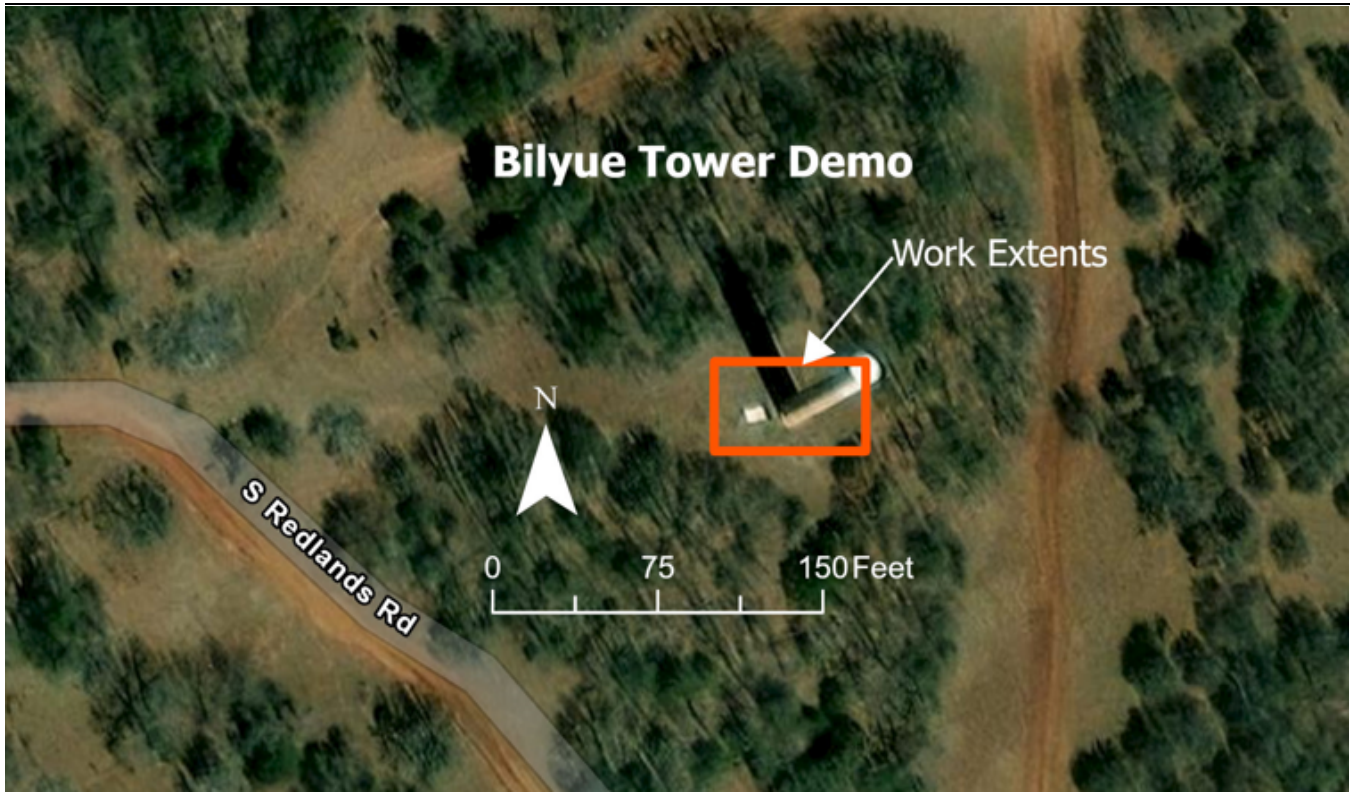
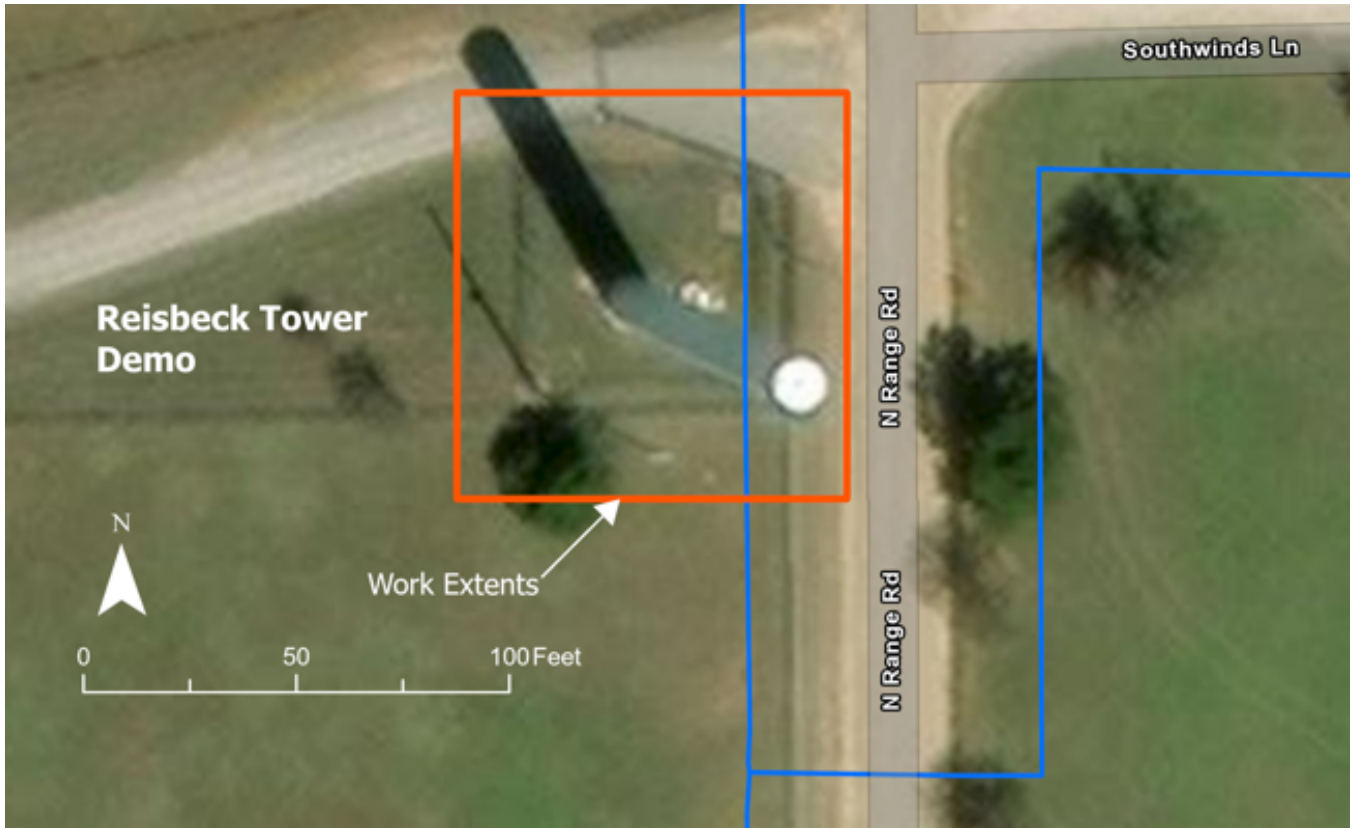
CONSTRUCTION PHASE SERVICES (2025)

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-1	C-3	X-2
	\$331.00	\$269.00	\$221.00	\$189.00	\$135.00	\$187.00	\$105.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering - 14 mo							
Project Administration	14		40				28
Preconstruction Meeting			8	8			2
Utility Coordination Meeting			4	8			
Progress Meetings with Contractor/City (14)			70				
Monthly Pay Requests (14)			20		20		
Shop Drawings/Material Submittals			20		40		16
On-Site Meetings (3)			24	48			
Record Drawings			8		20		24
Field checking quantities			4	16			
Prepare Change Orders			12	20			
Substantial Completion Site Visit and Punchlist			8	8			
Final Project Inspection and Punchlist			16	16			
Subtotal - Civil Engineering	14	0	234	124	80	0	70
2. Structural Engineering							
Response to Inquiries		4			6		
Shop Drawings		4			6		
Subtotal - Structural Engineering	0	8	0	0	12	0	0
3. Mechanical Engineering							
Response to Inquiries		0	4				
Shop Drawings		0	4				
Subtotal - Mechanical Engineering	0	0	8	0	0	0	0
4. Electrical Engineering							
Response to Inquiries	2		12				
Shop Drawings	2		12				
Subtotal - Electrical Engineering	4	0	24	0	0	0	0
Hours	18	8	266	124	92	0	70
Salary Costs	\$5,958.00	\$2,152.00	\$58,786.00	\$23,436.00	\$12,420.00	\$0.00	\$7,350.00
SUBTOTAL - SALARIES:		\$110,102.00					
DIRECT NON-LABOR EXPENSES							
Document Printing/Reproduction/Assembly	\$3,600.00						
Postage/Freight/Courier	\$250.00						
Travel Costs	\$3,696.00						
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		\$7,546.00					
SUBTOTAL:		\$117,648.00					
SUBCONSULTANTS FEE:		\$0.00					
TOTAL FEE:		\$117,648.00					

ADDITIONAL SERVICES (2025)						
WORK TASK DESCRIPTION		EOR	EOR	PMECH	REVIT/CAD	
	E-6	E-5	E-4	E-1	T-2	C-3
	\$331.00	\$269.00	\$221.00	\$135.00	\$125.00	\$187.00
	hr	hr	hr	hr	hr	hr
1. Permanent Easement Acquisition Services						
Project Management	2	4	12		4	
Review Easement Acquisition Documents		10				
Stake Easements			2			
Coordination with Owner		4	4			
Coordination with Subconsultants		4	6			8
Subtotal - Easement Acquisition	2	22	24	0	4	8
2. Bid Documents - Second and Third Set						
Separate into two/three projects for bidding		1	1	8	8	
Develop schedule & phasing plans for construction		4	6	8	32	
Engineering Cost Estimates		2		4		
Dispense plans and specs to prospective bidders		2		4	4	
Addenda/Inquiries	1	4	4	12	4	
Pre-Bid Meeting		4		4		
Bid Opening		3				
Prepare bid tabulation		1		2		
Evaluate bids and recommend award	2	1	2	1		
Evaluate subcontractors, suppliers,		2	2	1		
Prepare construction contracts		1	2	2		
Notice to Proceed		1				
Construction Coordination	2	8	4			
Subtotal - Bid Documents	5	34	21	46	48	0
3. Engineering Report Update						
E.R.			60	8		
Hydraulic Analysis			32			
Subtotal - Engineering Report Update	0	0	92	8	0	0
4. EST Inspection Services						
Site Civil / Pipe UG / Mechanical						160
Footing / Reinforcing Steel / Concrete Insp						180
Tank Fabrication / X-ray Testing / Tank Const						220
Coatings Insp						160
Appurtenance installations						100
Tank logo						10
Subtotal - Construction Inspection Services	0	0	0	0	0	830
Subtotal - Engineering	7	56	137	54	52	838
Hours	7	56	137	54	52	838
Salary Costs	\$2,317.00	\$15,064.00	\$30,277.00	\$7,290.00	\$6,500.00	\$156,706.00
SUBTOTAL - SALARIES:	\$218,154.00					
<u>DIRECT NON-LABOR EXPENSES</u>						
Document Printing/Reproduction/Assembly	\$3,300.00					
Postage/Freight/Courier	\$100.00					
Travel Costs	\$3,176.00					
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$6,576.00					
SUBTOTAL:	\$224,730.00					
SUBCONSULTANT FEE - SURVEY - EASEMENT DOCS, EASEMENT STAKING, FAA 2C CERTIFICATION	\$8,000					
SUBCONSULTANT FEE - SPECIAL INSPECTIONS AND TESTING ON EST	\$28,000					
TOTAL FEE:	\$260,730.00					

EXIBIT A







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: 01/22/2026

Department: Water Resources

Requested by: Bill Millis

Explanation:

Expenditures:
 Appropriate funds for additional design, construction document preparation for demolition of 5 water and lime tanks and 2 pump stations, and the construction administration and inspection services for Yost Tower and Water Line Replacement Project with Garver. Funding is from the Water Fund.


Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:					
Yost Tower/Construction Contract	9129216 - 54009	13WG18912	\$ 0	\$ 413,171	\$ 413,171
Tower Demolition/Constr Contract	9129216 - 54009	26WL02912	\$ 0	\$ 71,376	\$ 71,376
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:					
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 484,547

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance:  _____

Date: 1/22/2026

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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