



City of Bixby Bixby Public Works Authority Meeting Agenda

Public Works Authority Board of Trustees

Chairman: Bobby Schultz
Vice Chairman: Ken Hirshey
Trustee: Mike David
Trustee: Ryan Payne
Trustee: Luke Freeman

Monday, August 10, 2026

**Immediately Following the
City Council Meeting**

**Bixby Municipal Building
111 N. Cabaniss Ave., Bixby,
OK 74008**

Public comments are limited to items on the agenda. Those wishing to speak on agenda items will need to appear in the City Council Chamber.

Call to Order

Chairman

Roll Call

Secretary

Consent Agenda

Secretary's Report

Consider and Approve:

- 1) Minutes for the Bixby Public Works Authority Meeting dated 7/27/26.
- 2) Consider and/or approve annual maintenance with Tyler Technologies (INCODE) for FY-26 the amount of \$35,580.86 (BPWA's portion).
- 3) Consider and approve the Amendment to the previously approved emergency purchase of two (2) pumps in the amount of \$92,204.42 to three (3) Flygt Replacement Pumps to service the 131st Street Lift Station from Cogent, in the amount of \$99,090.00, due to vendor error.
- 4) Consider and/or approve Engineering Services Agreement with Jacobs Engineering in the amount of \$210,705 for design of the Springtree Sewer Lift Station

Regular Agenda

- 1) Adjournment

Notice of Posting

This Notice and Agenda was posted on the bulletin board this day of August 6, 2026, on or before 5:00 p.m., at City Municipal Building, 111 N. Cabaniss Avenue, Bixby, Oklahoma, 74008.

Respectfully Submitted

Shannon Duran
City Clerk

Note: All cell phones and pagers must be turned off or operated silently during all meetings.

21 O.S. Section 280 provides the following: A. It is unlawful for any person, alone or in concert with others and without authorization, to willfully disturb, interfere or disrupt state business, agency operations or any employee, agent, official or representative of the state. B. It is unlawful for any person who is without authority or who is causing any disturbance, interference or disruption to willfully refuse to disperse or leave any property, building or structure owned, leased or occupied by state officials, employees, agents or representatives or used in any manner to conduct state business or operations after proper notice by a peace officer, sergeant-at-arms, or other security personnel. C. Any violation of the provisions of this section shall be a misdemeanor punishable by imprisonment in the county jail for a term Oklahoma Statutes - Title 21. Crimes and Punishments Page 94 of not more than one (1) year, by a fine not exceeding One Thousand Dollars (\$1,000.00), or by both such fine and imprisonment. D. For purposes of this section, "disturb, interfere or disrupt" means any conduct that is violent, threatening, abusive, obscene, or that jeopardizes the safety of self or others.

For Special Accommodations

Persons who require a special accommodation to participate in this meeting should contact City Clerk, Shannon Duran: City Municipal Building, 111 N. Cabaniss Avenue, Bixby, Oklahoma, 74008, 918-366-4430 or email [City Clerk, Shannon Duran \(sduran@bixbyok.gov\)](mailto:sduran@bixbyok.gov), as far in advance as possible and preferably at least 48-hours before the date of the meeting. Persons using a Telecommunication Device for the Deaf may contact Oklahoma Relay at 1-800-722-0353 and voice calls should be made to 1-800-522-8506 to communicate via telephone with hearing telephone users and vice versa.

Consent Agenda Item Commentary

Item Title

Minutes for the Bixby Public Works Authority Meeting dated 7/27/26.

Initiator**Staff Information Source****Background****Exhibits**

1. 20260727 Bixby Public Works Authority Agenda _Minutes_Preview

Key Issue**Council Action****Recommendation****Item No:** 1.**Meeting Date**

August 10, 2026

Meeting

20260810 Bixby Public Works Authority Agenda

Bixby Public Works Authority Meeting Minutes

Bixby Municipal Building
111 N. Cabaniss Ave., Bixby, OK 74008
July 27, 2026 at 6:00 PM

The agenda for the regularly scheduled meeting of the Bixby Public Works Authority of the city of Bixby was posted on the bulletin board at the Bixby Municipal Building, 111 N. Cabaniss Ave., Bixby, OK 74008 on July 23, 2026, on or before 5:00 p.m.

Call to Order

Mayor Schultz called the Bixby Public Works Authority Meeting to order at 6:35 pm.

Roll Call

Shannon Duran, City Clerk, called the roll, and the following were present:

Members Present:

Mayor Schultz
Vice Mayor Hirshey
Councilor David
Councilor Payne
Councilor Freeman

Staff Present:

Todd Blish, Interim City Manager and Police Chief
JT Hammons, City Attorney
Shannon Duran, City Clerk
Charles Barnes, Finance Director
Dylan Warner, Public Works Director
Joe Sherrell, Fire Chief
Bryan Toney, Public Information Officer

Consent Agenda

- 1) Minutes for the Bixby Public Works Authority Meeting dated 7/9/26.
- 2) Consider and approve the emergency purchase of two (2) Flygt Replacement Pumps to service the 131st Street Lift Station from Cogent, in the amount of \$92,204.42.

Mayor Schultz said Items 1 and 2 on the Consent Agenda are up for discussion and consideration.

Item presented by: No One

Others who spoke: No One

Mayor Schultz asks for a motion to approve items 1 and 2. Councilor Payne made a motion to approve, seconded by Councilor David.

The vote was taken with the following results:

Carried:5-0

Ayes: Payne, David, Freeman, Hirshey, Schultz

Nays: 0

Regular Agenda

1) Adjournment

Adjournment was called at 6:35 pm.

Mayor

City Clerk

Consent Agenda Item Commentary

Item Title

Consider and/or approve annual maintenance with Tyler Technologies (INCODE) for FY-26 the amount of \$35,580.86 (BPWA's portion).

Initiator

Charles Barnes

Staff Information Source

Charles Barnes

Background

This is the annual renewal for INCODE to provide maintenance for utility billing and accounting software. This includes unlimited phone assistance and software upgrades.

Exhibits

1. Tyler Technologies Annual Invoice

Key Issue

Annual computer software maintenance.

Council Action

Approve or Deny

Recommendation

Approve

Item No: 2.**Meeting Date**

August 10, 2026

Meeting

20260810 Bixby Public Works Authority Agenda



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)

P.O. Box 203556
Dallas, TX 75320-3556

Questions:
Phone: 1-800-772-2260 Press 2
Email: ar@tylertech.com

INVOICE

Document No. C1100-00285526	Date 06/01/26	Page 1 of 3
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Bill To: CITY OF BIXBY
ACCOUNTS PAYABLE
PO BOX 70
BIXBY, OK 74008-0070

Delivery To: CITY OF BIXBY
ACCOUNTS PAYABLE
PO BOX 70
BIXBY, OK 74008-0070

Cust #	Bill to Address ID	Delivery Address ID	Currency	Terms	Due Date
42231	LOC000019901	LOC000019901	USD	Net45	7/16/2026
Cust PO#	Sales Order	Billing Schedule			
	SBI1000-000011934	211-2025P7F3Z5			

Contract Date	Description	Quantity	Unit Price	Extended Price
12/12/24	Hardware Annual Fees Vasario Cash Drawer MultiPRO Interface to Printer Black DLL VB320 BL1616 NEW 07/01/2026 - 06/30/2027		\$612.56	\$1,139.49 ✓
10/30/20	Epson TM-H6000IV Thermal Receipt Printer 07/01/2026 - 06/30/2027			
10/13/23	Epson TMH6000V Thermal Receipt Printer Black USB NEW 07/01/2026 - 06/30/2027			
08/01/23	PCI Service Fee (Per Device) 07/01/2026 - 06/30/2027	4	\$180.00	\$720.00 ✓
09/26/07	Court Case Resolution Bundle 07/01/2026 - 06/30/2027	1	\$0.00	\$0.00
07/01/10	Cemetery Records - Maintenance 07/01/2026 - 06/30/2027	1	\$1,161.18	\$1,161.18
09/26/07	ERP Pro Utilities Annual Fees Utility Access 07/01/2026 - 06/30/2027		\$30,838.98	\$30,838.98 ✓
08/01/10	Forms Overlay - Maintenance 07/01/2026 - 06/30/2027			
10/01/09	Utility Meter-Reader Interface - Maintenance 07/01/2026 - 06/30/2027			
05/01/10	Forms Overlay For BP & BL - Maintenance 07/01/2026 - 06/30/2027			
04/01/10	Laserfiche CRM Suite Interface - Maintenance 07/01/2026 - 06/30/2027			
07/01/10	Utility Billing Water/Gas - Maintenance 07/01/2026 - 06/30/2027			
07/01/10	Cash Collection Interface - Maintenance 07/01/2026 - 06/30/2027			
04/01/10	Forms Overlay - Maintenance 07/01/2026 - 06/30/2027			
07/01/10	Cashiering - Maintenance 07/01/2026 - 06/30/2027			



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556
Questions:
 Phone: 1-800-772-2260 Press 2
 Email: ar@tylertech.com

INVOICE

Document No.	Date	Page
CI100-00285526	06/01/26	2 of 3

Contract Date	Description	Quantity	Unit Price	Extended Price
07/01/10	Forms Overlay - Maintenance 07/01/2026 - 06/30/2027			
01/18/17	Cash Collection GLB Import (Generic) - Maintenance 07/01/2026 - 06/30/2027			
01/06/16	Utility Meter-Reader Interface - Maintenance 07/01/2026 - 06/30/2027			
11/10/16	Third-Party Printing Interface - Maintenance 07/01/2026 - 06/30/2027			
11/10/16	Enhanced Utility Bill Printing - Maintenance 07/01/2026 - 06/30/2027			
03/19/15	Output Processor Server - Maintenance 07/01/2026 - 06/30/2027			
	ERP Pro Financials Annual Fees		\$25,653.60	\$25,653.60 ✓
07/01/10	Fixed Assets - Maintenance 07/01/2026 - 06/30/2027			
07/01/10	Project Accounting - Maintenance 07/01/2026 - 06/30/2027			
07/01/10	Payroll - Maintenance 07/01/2026 - 06/30/2027			
07/01/10	Core Financials - Maintenance 07/01/2026 - 06/30/2027			
01/01/10	Laserfiche Financial Suite Interface - Maintenance 07/01/2026 - 06/30/2027			
01/01/10	Laserfiche Financial & Court Suite Interface - Maintenance 07/01/2026 - 06/30/2027			
07/01/10	Purchase Orders - Maintenance 07/01/2026 - 06/30/2027			
07/01/10	Laserfiche Financial Suite Interface - Maintenance 07/01/2026 - 06/30/2027			
03/19/15	Laserfiche Output Channel - Maintenance 07/01/2026 - 06/30/2027			
	Technical Services Annual Fees		\$2,317.89	\$2,317.89 ✓
07/01/10	Basic Network Services 07/01/2026 - 06/30/2027			
	Third Party Annual Fees		\$602.85	\$602.85 ✓
07/01/10	System Software Non SQL 07/01/2026 - 06/30/2027			
	Municipal Justice Annual Fees		\$8,660.33	\$8,660.33 ✓
07/01/10	Criminal Case Manager - Maintenance 07/01/2026 - 06/30/2027			
10/18/12	Court to Police Third-Party Interface - Maintenance 07/01/2026 - 06/30/2027			
	Tyler University		\$2,569.00	\$2,569.00 ✓
07/01/10	Tyler University 07/01/2026 - 06/30/2027			



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

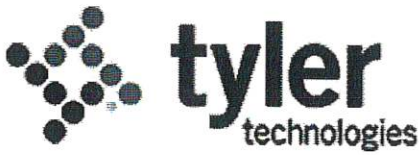
Questions:
Phone: 1-800-772-2260 Press 2
Email: ar@tylertech.com

INVOICE

Document No.	Date	Page
CI100-00285526	06/01/26	3 of 3

ATTENTION Order your checks and forms from Tyler Business Forms at 877-749-2090 or Tylerbusinessforms.com to guarantee 100% compliance with your software.	Subtotal	\$ 73,663.32
	Sales Tax	\$0.00
	Total	\$ 73,663.32

OK
CMS



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Credit Memo

Invoice No	Date	Page
025-543474	02/18/2026	1 of 1

Questions:
Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To: CITY OF BIXBY
ACCOUNTS PAYABLE
PO BOX 70
BIXBY, OK 74008-0070

Ship To: CITY OF BIXBY
ACCOUNTS PAYABLE
PO BOX 70
BIXBY, OK 74008-0070

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
42231			USD	RECEIPT	02/18/2026
Date	Description	Units	Rate	Extended Price	
	ERP Pro Financials Sales Returns & Allowance - Maintenance	1	(413.82)	413.82	
	ERP Pro Financials Sales Returns & Allowance - Maintenance	1	(367.92)	367.92	
	ERP Pro Financials Sales Returns & Allowance - Maintenance	1	(773.62)	773.62	
	ERP Pro Utilities Annual Fees	1		\$3,888.38	

Comments:To be applied to invoice #025-510257

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

OK *car*

Subtotal	(5,443.74)
Sales Tax	0.00
Invoice Total	(5,443.74)



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Credit Memo

Invoice No	Date	Page
025-543487	03/01/2026	1 of 1

Questions:
Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To: CITY OF BIXBY
ACCOUNTS PAYABLE
PO BOX 70
BIXBY, OK 74008-0070

Ship To: CITY OF BIXBY
ACCOUNTS PAYABLE
PO BOX 70
BIXBY, OK 74008-0070

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
42231			USD	RECEIPT	03/01/2026
Date	Description	Units	Rate	Extended Price	
	ERP Pro Financials Sales Returns & Allowance - Maintenance	1	(155.46)	155.46	
	Hardware Annual Fees	1		\$388.65	

Comments:To be applied to Invoice #025-510257

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

OK CRB

Subtotal	(544.11)
Sales Tax	0.00
Invoice Total	(544.11)

Consent Agenda Item Commentary

Item Title

Consider and approve the Amendment to the previously approved emergency purchase of two (2) pumps in the amount of \$92,204.42 to three (3) Flygt Replacement Pumps to service the 131st Street Lift Station from Cogent, in the amount of \$99,090.00, due to vendor error.

Initiator

Nathan Radach

Staff Information Source

Nathan Radach

Background

This item was previously approved on the 7/27/26 agenda and is being brought back with the correct amount for pump purchases.

Exhibits

1. OP-648847 Quote 462 stock option

Key Issue

Council Action

Recommendation

Item No: 3.

Meeting Date

August 10, 2026

Meeting

20260810 Bixby Public Works Authority Agenda

Customer: City of Bixby, OK Contact : Jacob Smith Date: 07/28/2026 Phone: 505-386-6383 Fax: Project: Quote #: 7091596 Opp #: OP-648847	Automatic - Municipal Tulsa 8335 S 89th W Ave Tulsa, OK 74131 Phone: 918-585-5703 Fax: 918-585-5707	 AUTOMATIC ENGINEERING A COGENT COMPANY
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Dear Jacob,

We are pleased to offer the following quote as requested.

Line No	Quantity	Description of Unit	Net Each	Net Ext.
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3		Flygt Nx 3202 HT, 3~ 460v, 462 Impeller, 65' Cable, ANSI, 6"	\$33,030.00	
		- Rated: 1200GPM @ 85.5' TDH		

1		- Data Sheet Attached		
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\$99,090.00 Total

Shipment:	1 day after receipt of P.O. or approval
FOB Point:	Shipping Point
Terms of Payment:	NET 30
Freight:	Best Way - PPD/ADD
Quote Validity:	7 Days

We look forward to working with you on the current and future applications. Should you have any questions in regards to this quote or if we can be of any further assistance, please do not hesitate to contact us.

Quoted By:
Jacob Rippy
jrippy@cogentcompanies.com
405-594-9024

Salesrep:
Brennan Bowen
bbowen@cogentcompanies.com

Material and equipment costs are fluctuating, with price increases that can be sudden and unpredictable. This proposal reflects the current pricing as of the date of this proposal. In the event of supplier price increases or surcharges announced after the date of this proposal up to the final shipment date, the seller may adjust pricing accordingly

To accept, please sign, date, and return a copy of the signed proposal. By signing and accepting this proposal the buyer acknowledges and agrees to the attached terms and conditions, pricing, and specifications as part of this proposal agreement.	
_____ Name (Please Print)	_____ PO#(If Applicable)
_____ Signature	_____ Date of Acceptance

Customer, please provide:

Ship to Address

STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS.** "Company" means Cogent, Inc., including any of Company's applicable trade names associated with the specific Proposal or specific Agreement. "Customer" means Company's customer for the specific Proposal or Agreement. "Proposal" means Company's proposal, estimate, quotation or sales form, including any terms expressly incorporated by reference, and these Terms and Conditions. "Agreement" means the terms of the final agreement entered into by and between Company and Customer relating to the purchase or rental of specific goods, equipment or services, and these Terms and Conditions.

2. **CONFLICT OF TERMS AND INTEGRATION.** Company's Proposal is expressly conditioned upon Customer's acceptance of these Terms and Conditions. Any additional or different terms and conditions included in Customer's purchase order, or other documents or communications, shall have no application or effect on the Agreement, unless specifically agreed to by Company in writing. Company's commencement of performance or delivery of goods and/or equipment shall not be deemed or construed as an acceptance of Customer's additional or different terms and conditions. The terms set forth in the Agreement supersede all prior negotiations, representations or agreements, either written or oral between the parties, and can only be modified or amended with the express written consent of Company.

3. **PROPOSAL, WITHDRAWAL AND EXPIRATION.** If the price is included in a Proposal, the price is firm for receipt of an order within 15 days of the date shown on the Proposal. Company reserves the right to cancel a Proposal at any time prior to receiving the acceptance in writing of the Proposal by Customer.

4. **PRICING.** The final price in the Agreement must be accepted by Company in writing. Unless expressly agreed to by Company in writing, the price does not include: (i) any freight charges; (ii) any applicable duties, tariffs or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to the goods, equipment, services and/or project, up to the final shipment date to Customer; and (iii) manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

5. **PAYMENT TERMS.** Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances, starting on the sixteenth (16) day after the invoice date. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company in writing at the time of the Agreement, and shall in no case exceed a period of 120 days. Payment of "commercial transaction" invoices by credit card will be charged a fee based upon Company's average discount rate for credit card transactions. Company reserves the right to require Customer make payment in advance, or C.O.D., or otherwise modify Company's credit terms if Customer's credit standing or scores are found to be not acceptable to Company. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

6. **FINANCIAL INSECURITY ISSUES.** If at any time prior to receipt of payment in full by Company of the Agreement, Company receives information on Customer's financial responsibility or condition that causes Company to become insecure of Customer's ability to perform under the terms of the Agreement, including but not limited to Customer's failure to fulfill any other contractual obligations to Company, Company may take the following actions: (a) request further financial assurances, or collateral, from Customer; (b) suspend Company's performance under the Agreement; (c) defer or decline to deliver any goods or equipment, or services, under the Agreement; (d) stop delivery of goods or equipment in transit, and/or stop rendering services under the Agreement; and/or (e) terminate the Agreement as allowed under the Terms and Conditions. If Customer provides satisfactory financial assurances to Company as requested, including but not limited to payments in advance or other security acceptable to Company, then Company shall continue with its performance under the Agreement. Customer grants to Company a continuing security interest in and a lien upon the goods and/or equipment supplied by or through Company under the Agreement and the proceeds thereof (including insurance proceeds), as security for the payment in full and the performance by Customer of all of its obligations to Company under the Agreement, as well as any other Agreement between the parties. Customer shall execute a financing statement and any other documents needed by Company to enforce this security interest and lien, upon request by Company. For goods and/or equipment purchased by Customer for Customer's own use, Customer shall have no right to sell, encumber or otherwise dispose of those goods and/or equipment until Company has received payment in full of all amounts owed by Customer under the express terms of the Agreement.

7. **TITLE, DELIVERY AND RISK OF LOSS.** Unless other terms are expressly agreed to in writing by Company, for goods and/or equipment that are shipped from a Company facility or warehouse, those shipments are FOB Company's shipping point, at which point title transfers to Customer. For goods and/or equipment that are shipped from a manufacturer or distributor, those shipments are FOB manufacturer's or distributor's warehouse or factory shipping point as applicable, at which point title transfers to Customer. Delivery dates are estimates, and time is not of the essence.

8. **EXPORT OF GOODS AND/OR EQUIPMENT.** Goods and/or equipment sold by Company to Customer may be subject to applicable export laws and regulations, including the United States Export Administration Regulations. If any goods and/or equipment acquired by Customer is or are exported, Customer agrees to comply with all such applicable laws and regulations. In particular, Customer shall not, and will not permit any third parties to, directly or indirectly, export, re-export or release any goods and/or equipment to any country or jurisdiction to which, or to any party to whom, the export or release of any goods and/or equipment is prohibited by applicable law, regulation or rule. As between Company and Customer, Customer shall be responsible for any breach of any export law, regulation or rule. For export shipments from the United States, delivery to Customer of the goods and/or equipment will pass from Company to Customer, as well as title to the goods and/or

equipment, absolutely no later than when the goods and/or equipment are delivered to the shipping port, so that Customer shall be the exporter of the goods and/or equipment.

9. CUSTOMER DELAY OF DELIVERY. If Customer requests Company to delay delivery of any goods and/or equipment included in the Agreement, the requested delay, if agreed to by Company in writing, shall solely effect the delivery date of the goods and/or equipment. Company reserves the right to issue an invoice for the goods and/or equipment as of the originally scheduled, or the first available, delivery date. If Company is required to store or warehouse any goods and/or equipment on behalf of Customer due to the delayed delivery date, any storage and/or warehouse costs and fees will be charged to Customer and payable by Customer to Company upon receipt of an invoice, as well as the costs of any required maintenance of the goods and equipment throughout the period of delay.

10. CUSTOMER CANCELLATION. Customer possesses no right to cancel special or made-to-order goods and/or equipment, unless first requested by Customer in writing to Company, and accepted by Company in a written response to Customer. If any request to cancel is made by Customer, and accepted by Company, Company may issue an invoice to Customer which will include all costs and expenses incurred by Company prior to accepting the cancellation request, including any labor costs and overhead incurred or expended by Company. Goods and/or equipment from a cancelled Agreement, returned to a manufacturer or other source of the goods and/or equipment, shall be returned at Customer's costs, including any delivery and/or restocking charges.

11. INSPECTION OBLIGATIONS. Customer shall inspect the goods and/or equipment upon receipt. When delivery of the goods and/or equipment are to a project site, Customer will notify Company in writing within three (3) days of delivery of the goods and/or equipment, of any apparent shipment shortages, or damages or nonconformity of the goods and/or equipment. For all other deliveries of goods and/or equipment, Customer shall notify Company in writing within ten (10) days of delivery of the goods and/or equipment, of any apparent shipment shortages, or damages or nonconformity of the goods and/or equipment. Failure of Customer to timely deliver the written notice to Company shall constitute a waiver by Customer to claim any shortages in the goods and/or equipment delivered, and to claim any damages to, or nonconformity of the goods and/or equipment delivered to Customer. Customer shall make any claim for loss of or damage to goods and/or equipment while in transit, to the carrier, unless different terms are expressly set forth in the Agreement of the parties.

12. NEW GOODS WARRANTY. For all new goods and/or equipment, Company will pass through to Customer any warranty provided by the manufacturer of any goods and/or equipment supplied by Company. None of the warranties received by Customer shall become effective until such time that Customer has paid Company in full for the goods and/or equipment. THE MANUFACTURER'S WARRANTY IS THE EXCLUSIVE WARRANTY PROVIDED CUSTOMER.

COMPANY PROVIDES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY.

13. USED GOODS AND EQUIPMENT. Used goods or equipment sold by Company are sold in an as-is and where is condition. Unless stated in the Agreement by Company, Company makes no representations or warranties of any kind, express or implied, as to the nature, quality or condition of the used goods or equipment, or its suitability for any use, including without limitation any warranty of merchantability or fitness for a particular purpose, unless expressly agreed to in writing between Company and Customer. Company shall have no liability to Customer in connection with the sale of the used goods and equipment, including without limitation, for loss of profit, loss of income, loss of production, loss of opportunity, or indirect, consequential, incidental, punitive or exemplary damages arising out of or related to Company's sale of used goods or equipment to Customer.

14. INSTALLATION AND STARTUP. Unless otherwise agreed to in writing by Company, installation of the purchased goods and/or equipment shall be the responsibility of Customer. If the manufacturer of any goods or equipment supplied by Company to Customer requires that a representative of the manufacturer be present for the start up of the goods and/or equipment, and Company is designated as the authorized representative for the manufacturer for the start up of the goods and/or equipment, Customer shall provide a minimum of fourteen (14) calendar days notice to Company of the scheduled start up. If, under the stated circumstances, the start up of the goods and/or equipment occurs without Company or some other manufacturer's representative being present, the manufacturer's warranty might be voided, or its coverage limited by that action. For goods or equipment repaired by Company for Customer, if Company requires a Company representative to be present for the start up of the repaired goods and/or equipment, the same fourteen (14) calendar days notice to Company is required. If the goods and/or equipment are started without a Company representative being present, the same limitation or voiding of any applicable warranties can occur.

15. BANKRUPTCY, RECEIVERSHIP, ASSIGNMENT FOR BENEFIT OF CREDITORS, DEFAULT. If voluntary or involuntary Bankruptcy proceedings are commenced against Customer, or similar proceedings such as a receivership or any other insolvency proceedings, or if Customer makes an assignment for the benefit of its creditors, Company may provide written notice to Customer of Company's immediate termination and cancellation of the Agreement. If Customer is in material default of the Agreement, including but not limited to Customer's failure to make any payment when due to Company, then Company can deliver a written notice to Customer of such default and provide notice of a five (5) day right to cure the default. If Customer fails to cure the default within the five (5) day period, or begin commencement of the cure and continue to work diligently on the cure within the five (5) day period, Company has the right to terminate any further

performance of its obligations under the Agreement, without prejudice to any other rights and remedies the Company might have under the Agreement and applicable law. If the Agreement is terminated, the rights, obligations and liabilities of the parties that accrued prior to the termination of the Agreement shall survive the termination.

16. LIMITATION OF LIABILITIES. Except as otherwise provided by applicable law, in no event will Company's liability exceed the amount paid by Customer to Company under the Agreement. In no event shall Company's obligations and liabilities under this Agreement include any indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill. Nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

17. INDEMNIFICATION. Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the goods and/or equipment purchased or rented from Company. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the goods and/or equipment, to the fullest extent allowable by law.

18. COMPANY DRAWINGS. Any drawings that Company prepares and delivers to Customer shall remain Company's property. If Company provides drawings related to the installation of the goods and/or equipment in Company's Proposal, those drawings depict the general type, arrangement and approximate dimensions of the goods and/or equipment to be furnished by Company, are for Customer's information only, and Company makes no representation or warranty regarding the drawings' accuracy. Unless expressly stated to the contrary in the Proposal, all drawings, illustrations or diagrams form no part of the Agreement.

19. CONFIDENTIAL INFORMATION. Company may provide designs, illustrations, processing equipment, repair specifications, manufacturing information, intellectual property and other non-public information ("Confidential Information") to Customer in either the Proposal, or the Agreement, or in the performance of the Agreement. Other than for the performance of the Agreement, Customer agrees to not disclose, use or reproduce any Confidential Information without Company's prior written consent. Customer's agreement to not disclose, use or reproduce Confidential Information shall survive completion of Company's obligations under the Agreement, or termination of the Agreement.

20. CUSTOMER WARRANTY. Customer warrants the accuracy of any and all information provided to Company,

relating to the details of the relevant operating conditions, including but not limited to influent data, temperatures, pressures and where applicable, the nature of all hazardous materials. Company may justifiably rely upon the accuracy of Customer's information in preparing both the Proposal and the Agreement. If Customer's information is later found to be not accurate, Company shall have no liability to Customer, and/or Customer's customer if any, for any losses, liabilities, damages and expenses of any kind, that arise out of, or relate in any respect, to the inaccurate information provided by Customer to Company, and shall defend and indemnify Company for any claims made against Company based upon such inaccurate information.

21. FORCE MAJEURE. Company may cancel, terminate or suspend its Proposal or the Agreement, and Company shall have no liability to Customer for Company's failure to deliver any goods and/or equipment, or to provide any services to Customer, due to force majeure. Force majeure means any event or circumstances beyond Company's reasonable control, including but not limited to natural disasters, wars, strikes, riots, epidemics, criminal actions, changes in applicable laws and failures of suppliers or transportation. In these situations, Company's time for performance shall be extended in an amount equal to the period of time for Company to recover from the causal event, and shall notify Customer within a reasonable period of time of the expected delay. If the force majeure event impacts the pricing specified in the Proposal or the Agreement, Company shall notify Customer of the revised pricing. If Customer rejects the revised pricing in the Agreement, the parties will resolve the cancellation pursuant to the Customer Cancellation clause.

22. LAW AND VENUE. This agreement shall be governed by the laws of the state where the Company's branch office is located from which the goods and/or equipment was rented or purchased, or services were ordered from Company (without reference to principles of conflicts of laws). Customer further agrees that venue and jurisdiction shall be appropriate in the state and/or federal court venue in which Company's branch office is located from which the goods and/or equipment was rented or purchased, or services were ordered from Company; the county and/or federal court venue in which Company's corporate headquarters office is located; as well as the county(ies) in which any materials or equipment purchased from Company were used to improve a piece of real estate, including any structures located on the piece of real estate. This paragraph shall survive any termination, cancellation or expiration of the Agreement. If any dispute between Company and Customer ends up in litigation or arbitration, the prevailing party is entitled to an award of reasonable attorney's fees and costs.

23. DISASSEMBLY, CLEANING, INSPECTION AND ESTIMATE CHARGE. The disassembly, cleaning, inspection and estimate charge ("DCI Charge") is the amount that is due from Customer if Customer decides to not repair the unit(s). An invoice for this amount shall automatically be generated for the DCI Charge within ninety (90) days of the date of the Service Estimate if Customer has not authorized the repairs, or at the date that Customer rejects the estimate for the repairs. All units left at Cogent's facility, not repaired, for more than six (6) months, will be scrapped by Cogent without any liability to Customer. Before scrapping or otherwise disposing of the unrepaired unit(s), Cogent shall deliver a final ten (10) day notice to Customer to pick up the unit(s), or the unit(s) will be scrapped or otherwise disposed of by Cogent without any liability, financial or otherwise, to Customer.

24. MISCELLANEOUS. The captions or titles in these Terms and Conditions are for reference only, and shall have no role nor effect in the interpretation or construction of the Proposal or the Agreement, as applicable. Company's failure to insist, on any one or more instances, upon Customer's performance of the Agreement, or to exercise any rights conferred in the Agreement, will not constitute a waiver or relinquishment of such right, or the right to insist upon Customer's performance in any other respect. The partial or complete invalidity of any one or more provisions in these Terms and Conditions, or any other part of the Agreement, shall not affect the validity or continuing force and effect of any other provision. Unless specifically stated otherwise in these Terms and Conditions, Company possesses all other legal and equitable rights that may be found in the applicable law.

ADDITIONAL RENTAL TERMS AND CONDITIONS

1. DEFINITIONS. All Rented Equipment is detailed in the Rental Contract. Rental fees are charged within each 28-day billing cycle. A Rental Day is equal to one calendar day. A Rental Week is equal to seven (7) calendar days. A Rental Month is equal to twenty-eight (28) calendar days. All rental rates ("Scheduled Rates") are outlined in the Rental Contract. The Standby Rate is 75% of the Scheduled Rate. Standby is for a "second" or additional back-up pump to be running only in the event the primary pump cannot operate. If the standby pump operates for any reason other than failure of a primary pump, the Scheduled Rate will apply to the Standby Pump. For diesel equipment, all Scheduled Rates are based on an up to 8-hour per day shift. If diesel equipment is used for a more than eight (8) hours in a day, the Scheduled Rate for the day shall be charged at 150%. If diesel equipment is used for more than sixteen (16) hours in a day, the Scheduled Rate shall be doubled.

2. BILLING CYCLES. Billing cycles on Rented Equipment are defined as follows: 3-7 Days = 1 Week; 8 Days = 1 Week and 1 Day; 9 Days = 1 Week and 2 Days; 10-14 Days = 2 Weeks; 15 Days = 2 Weeks and 1 Day; 16 Days = 2 Weeks and 2 Days; 17-28 Days = 1 Month. Billing cycles for C.O.D. Customers are defined as follows: 3-7 Days = 1 Week.

3. INSURANCE COVERAGES. Customer is responsible for obtaining property coverage at replacement cost of the Rented Equipment. Company d/b/a Velocity shall be included as a loss payee. General liability coverage shall contain limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, a waiver of subrogation and that the insurance is primary and non-contributory to any other available insurance. A copy of the Certificate of Insurance shall be provided to the Customer's contact at Company.

4. ENVIRONMENTAL FEE. Environmental Fee is charged at 1.75% of the Rental Charge for all Rented Equipment.

5. RETURNING RENTED EQUIPMENT. All Rented Equipment shall be returned in as clean as the condition when it was delivered to Customer. If the Rented Equipment is not returned in this manner, a cleaning charge will be added to the final invoice. This cleaning charge will consist of a time and material charge based on the time needed to perform the necessary cleaning, and the required materials

6. OFF RENT CALL CONFIRMATION. For Rented Equipment the Company is picking up, it is the responsibility of Customer to call into the Company's local branch office and obtain an Off Rent - Call Confirmation Number. This call serves as notification that the Rented Equipment is disassembled, properly decontaminated, and staged in one readily-accessible area available for immediate pick-up. Rental and/or labor charges will accrue if the Rented Equipment is not cleaned and staged for removal.

IMPORTANT: Obtaining an Off Rent-Call Confirmation Number does not release Customer from its obligations to safeguard and secure Rented Equipment, including maintaining required Insurance Coverages, while Rented Equipment remains under Customer's care, custody or control, until the return of all Rented Equipment to Company. Customer shall remain responsible for all loss or damage arising from Customer's failure to safeguard and secure Rented Equipment while awaiting pickup, or until returned by Customer to Company.

7. DIESEL EQUIPMENT MAINTENANCE. All diesel engine driven Rented Equipment requires preventative maintenance every 250 hours of runtime. This is the responsibility of the Customer. Company can provide this service at an additional cost. Overdue maintenance fees will be charged when Rented Equipment is returned without proof of preventative maintenance services. Fees will be charged based upon the number of 250-hour maintenance windows missed during the rental, plus any additional damages which may have been incurred due to lack of proper maintenance of the Rented Equipment.

8. FUELING DIESEL EQUIPMENT. Fuel for diesel engine driven Rented Equipment is not part of this Proposal and/or Agreement and is the responsibility of Customer. An auxiliary fuel tank can be provided for an additional charge.

9. COGENT TERMS & CONDITIONS. A complete list of Terms & Conditions can be found at:

<https://cogentcompanies.com/tandc/>

August 2025

Consent Agenda Item Commentary

Item Title

Consider and/or approve Engineering Services Agreement with Jacobs Engineering in the amount of \$210,705 for design of the Springtree Sewer Lift Station

Initiator

Nathan Radach

Staff Information Source

Nathan Radach

Background

Design services for Springtree Wastewater Lift Station. Current station is need of upgrades to elevate the wet well, replace pumps and rails, and additional upgrades. Station is operating above capacity and currently needs support from additional bypass pumps. This project is funded through the FAP loan through the OWRB.

Exhibits

1. Apx A-Springtree Lift Station Improvements_2026.08.04
2. Springtree LS Jacobs Consultant Agreement
3. Attachment A - Scope of Project
4. Attachment B - Scope of Services
5. Attachment C - Responsibilities of the City
6. Attachment D - Compensation

Key Issue

Wastewater Infrastructure

Council Action

Approve or Deny

Recommendation

Approve

Item No: 4.

Meeting Date

August 10, 2026

Meeting

20260810 Bixby Public Works Authority Agenda

Exhibit A Springtree Lift Station Improvements

City of Bixby

August 3, 2026

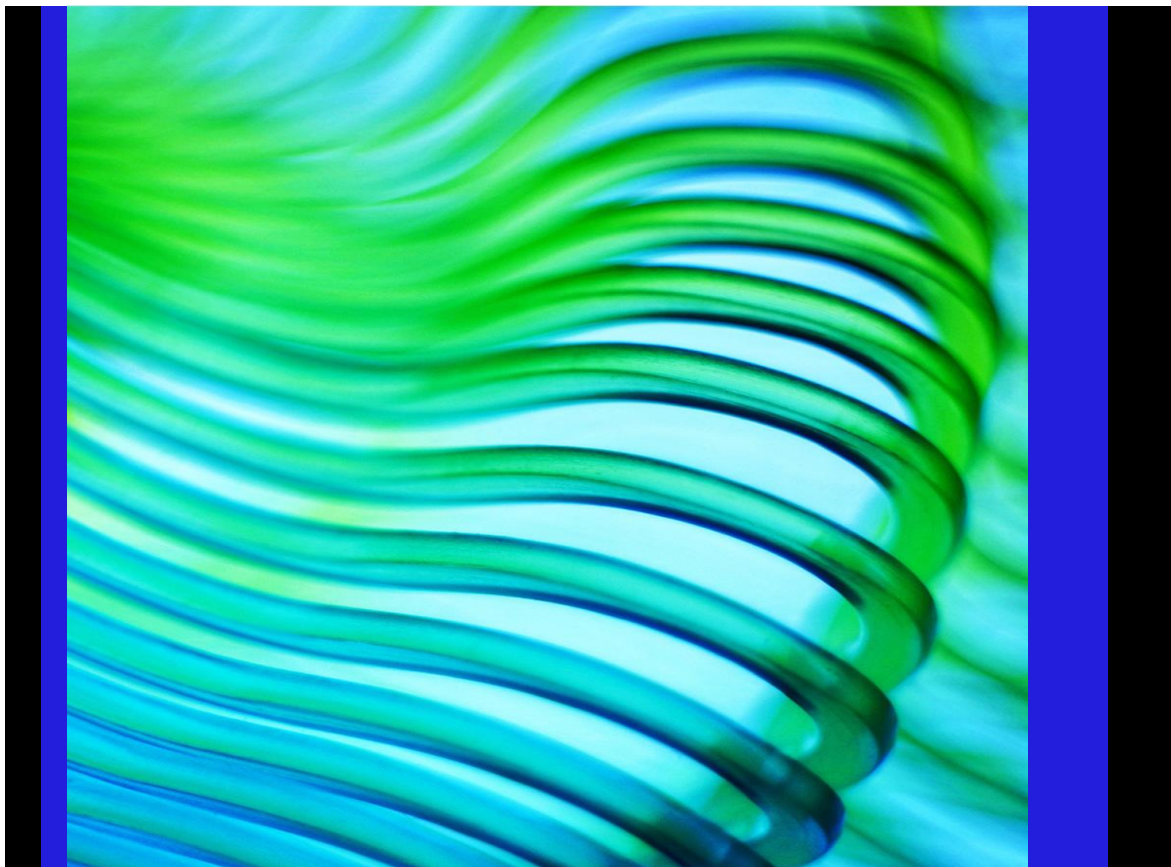




Exhibit A
Springtree Lift Station Improvements

Client name: City of Bixby
Revision: 0
Revision date: August 3, 2026
Project manager: Jason Corral
File name: Springtree Lift Station Improvements

Jacobs Engineering Group Inc.

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Jacobs.com

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1. Project understanding

Services Authorized

The purpose of this Proposal is to request authorization for Jacobs Engineering Group Inc. ("Jacobs") to provide professional engineering and consulting services to support the design of rehabilitation and site civil improvements of the Springtree Lift Station for Bixby, Oklahoma. This Proposal presents the scope of work and schedule for engineering services. The key elements include the following:

- Background
- Scope of Work
- Deliverables
- Schedule

Background

In 2021, Freese and Nichols completed the City of Bixby's (the City) Wastewater Master Plan, which identified the need to address floodplain elevation issues at the Springtree Lift Station. A subsequent 2025 report updated the recommendations from the Master Plan based on the collections system CIP, and provided cost alternatives for rehabilitating the lift station and relocating the lift station.

The generator pad and electrical building on site are below the 100 year flood elevation and experience flooding. The wet well is above the 100-year floodplain elevation, but City of Bixby staff wish to include additional mitigations to protect the wet well from severe flooding events. The lift station also faces significant grease and ragging issues.

2. Solution/Methodology

2.1 Scope

Project Components and Scope of Work

The major project components of Jacobs' scope of work, which will be included in its design and consulting efforts are:

1. Replace on-site generator in kind.
2. Move junction boxes from the valve vault to above-ground.
3. Replace lift station pipes, supports, and pumping appurtenances as needed.
4. Evaluate raising the flood elevation of top of wet well slab.
5. Elevate critical electrical equipment and infrastructure in the electrical building above the 100-year flood elevation.
6. Raise generator pad above the 100-year flood elevation.
7. Install Muffin Monster or similar to address issues with grease and ragging.

Deliverables

1. Design drawings and specifications.

Assumptions and Specific Conditions

1. The proposed services will be performed under the same terms and conditions as recently utilized for the 126th Street Lift Improvements Project No. 2026-FAP-003.
2. A retaining curb around the wet well perimeter will be considered to raise the flood elevation.
3. The wet well is currently above the 100-year flood elevation, but City staff desire additional flood protection.
4. The existing electrical building has sufficient vertical clearance to accommodate raising the electrical equipment above the 100 year flood elevation.
5. Pumps have recently been replaced and do not need to be evaluated.
6. Piping, pump bases, rails and rag baskets in good condition will not be replaced.
7. No significant relocation of existing underground utilities will be required.
8. Wet well capacity is adequate for projected future flows.
9. Scope of work is limited to the areas outlined above.
10. Access road improvements will be undertaken by operations staff and will be adequate to maintain access during 25 year flood. Site survey will not include access road.

Exhibit A
Springtree Lift Station Improvements

11. No instrumentation and control changes are expected except those required for the Muffin Monster or similar selected alternative.
12. Process Mechanical Engineers, I&C Engineer, and Electrical Engineer will attend workshops virtually.
13. Client staff will provide review comments for draft deliverables within two weeks.

2.2 Tasks

Task 1 – Project Management

This task will begin with the development of a project plan for Jacobs' services which will include project objectives, project staff, defined project tasks and subtasks, schedule, and associated budget. This task also includes day-to-day management of Jacobs' services, including budget, schedule, deliverables, and internal and external coordination.

Deliverables:

- Monthly email summary of Jacobs' performance and progress.
- Meeting summaries.

Task 2- Preliminary Design

Layout drawings, and basic drawings of the recommended improvements, and a list of anticipated specification sections will be presented during this phase. Anticipated disciplines included in this phase are process mechanical, electrical, structural, and civil/geotechnical. The selected equipment, design concepts, preliminary sketches, and sizing calculations will be presented in a Basis of Design Report. The report will be reviewed at a Preliminary Design workshop to gain endorsement from Client staff prior to proceeding into further development of the design.

Deliverables:

- Basis of Design Report
- Preliminary Drawings and List of Expected Specifications
- Preliminary Design Workshop Agenda
- Preliminary Design Workshop Summary

Task 3 – Detailed Design

This task includes the incorporation of Jacobs' internal QC comments and Client review comments and production of the 90% documents. The task includes drawing annotation and inclusion of standard details necessary for the construction of the scope items. The documents will be printed for Client review. Following Client review, a workshop will be conducted to discuss comments and finalize construction logistics and coordination items required for construction.

Deliverables:

- 90% Documents for Client staff review and comment
- 90% Design Workshop Agenda
- 90% Design Workshop Summary

Task 4 – Construction Documents and Bidding Services

This task includes the incorporation of Client review comments on the 90% review documents, and production of the final construction documents.

Deliverables:

- Signed and Sealed Construction Documents
- Facilitate the pre-bid meeting
- Bid addenda and formal answers to questions
- Bid tabulation and recommendation of apparent low bidder

Task 5 – Services During Construction

Construction phase services are not included in this Scope. Engineer remains available to provide supplemental construction-phase services as requested by the Client. Any additional services not expressly included in this scope will be negotiated and authorized prior to commencement of the work. Services during construction may include:

- Conformed drawings
- Submittals and RFIs: Process and review shop drawings, samples, and other submittals, submitted by the Contractor for general conformance with the design concept and general compliance with the requirements of the contract for construction. Written responses to Contractor's (RFI) or Clarification of the Contract Documents.
- Monthly construction progress meetings: Facilitate communication among the Owner, Contractor, and other project stakeholders; review construction progress; identify and resolve project issues; and monitor schedule, cost, quality, and safety considerations affecting project delivery.
- Final inspection punch list
- Record drawings
- Warranty and project closeout
- Project management

2.3 Schedule/Program

Task	Date
Notice to Proceed	September 2026
30% Design Drawings	January 2027
90% Design Drawings & Specifications	March 2027
Final Design for Construction	May 2027

3. Fee Schedule

Client agrees to pay Jacobs' monthly invoices within 30 days.

The proposed fee schedule below is based on Jacobs' current understanding of the project using an hourly compensation method based on Jacobs' standard multipliers.

Task	Hours	Cost
Preliminary Design	674	\$117,266
Site Survey	N/A – Subcontractor	\$5,250
Final Design	542	\$93,438
Expenses	N/A	\$1,000
Total	1,216	\$210,705

AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
Springtree Lift Station Improvements

PROJECT NO. 2026-FAP-004

THIS AGREEMENT, made and entered into this ____ day of _____, 2026 between the City of Bixby, Oklahoma, a Municipal Corporation, of the State of Oklahoma, hereinafter referred to as CITY, and Jacobs Engineering Group Inc., a Delaware Corporation, with a corporate address of 1999 Bryan St., Suite 3500, Dallas Texas 75201, hereinafter referred to as ENGINEER;

WITNESSETH:

WHEREAS, CITY intends to make improvements to the Springtree Lift Station in Bixby, Oklahoma, hereinafter referred to as the PROJECT; and,

WHEREAS, CITY requires certain professional services in connection with the PROJECT, hereinafter referred to as the SERVICES; and,

WHEREAS, ENGINEER is prepared to provide such SERVICES;

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

- 1.0 SCOPE OF PROJECT: The scope of this PROJECT is described in Attachment A, SCOPE OF PROJECT, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 2.0 SERVICES TO BE PERFORMED BY ENGINEER. ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 2.1 UNDERGROUND UTILITIES. Except to the extent expressly included as part of the SERVICES, ENGINEER will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, ENGINEER is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is ENGINEER responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractor or subcontractors working under a subcontract to this agreement.

3.0

CITY'S RESPONSIBILITIES. The CITY agrees:

- Reports, Records, etc. To furnish, as required by the work, and not at expense to the Engineer:
 - Records, reports, studies, plans, drawings, and other data available in the files of the CITY, which may be useful in the work involved under this AGREEMENT.
 - Standard Drawings and Standard Specifications
- Access. To provide access to public and private property when required in performance of ENGINEER'S services.
- To provide right-of-way and ownership information.
- Staff Assistance. To furnish the services of at least one of CITY'S employees or staff who has right of entry to, and who has knowledge of, CITY's facilities relating to this PROJECT.
- Provide "As-built" construction information to the ENGINEER to prepare Record Drawings.
- Provide Right-of-Way documentation required for design of the project to the ENGINEER.

3.1

CITY shall be responsible for all requirements and instructions that it furnishes to ENGINEER pursuant to this AGREEMENT, and for the accuracy and completeness of all programs, reports, data, and other information furnished by CITY to ENGINEER pursuant to this AGREEMENT. ENGINEER may use and rely upon such requirements, programs, instructions, reports, data, and other information in performing or furnishing SERVICES under this AGREEMENT, subject to any express limitations or reservations applicable to the furnished items as further set forth in Attachment C.

3.2

CITY shall be responsible for all matters described in Attachment C, SPECIFIC REQUIREMENTS OF THE CITY, which is attached hereto and incorporated by reference as part of this agreement.

4.0

COMPENSATION. CITY shall pay ENGINEER in accordance with Attachment D, COMPENSATION, which is attached hereto and incorporated by reference as part of this AGREEMENT.

5.0

RESIDENT INSPECTOR SERVICES. If determined by the CITY, ENGINEER shall perform services as described in Attachment B, SCOPE OF SERVICES, of this agreement.

6.0

BASIC SERVICES OF ENGINEER. ENGINEER shall perform the SERVICES undertaken in a manner consistent with that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are performed ("Standard of Care". The PROJECT shall be designed and engineered according to the industry standard of care and in strict accordance with this AGREEMENT. All engineering work shall be performed by or under the supervision of Professional Engineers licensed in the State of Oklahoma, and properly qualified to perform such engineering services, which qualification shall be subject to review by CITY. Other than the obligation of the ENGINEER to perform in accordance with the foregoing standard, no warranty, either express or implied, shall apply to the SERVICES to be performed by the

ENGINEER pursuant to this AGREEMENT or the suitability of ENGINEER'S work product.

7.0 LIMITATIONS OF RESPONSIBILITY.

7.1 ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT because this is solely the construction contractor(s)' responsibility under the construction contract(s). ENGINEER shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). ENGINEER shall not have control or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractor, agents, or employees, or of any other persons performing portions of the construction work.

8.0 OPINIONS OF COST AND SCHEDULE.

8.1 Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER'S cost estimates shall be made on the basis of qualification and experience as a Professional Engineer; however, ENGINEER cannot, and does not, guarantee that proposals, bids, or actual project or construction costs will not vary from estimates prepared by ENGINEER. CITY understands that the construction cost estimates developed by ENGINEER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by owner, ENGINEER will not be required to re-design the SERVICES without additional compensation. In the event CITY requires greater assurances as to probably construction cost, then CITY must agree to obtain an independent cost estimate.

8.2 Since ENGINEER has no control over the resources provided by others to meet construction contract schedules, ENGINEER'S forecast schedules shall be made on the basis of qualification and experience as a Professional Engineer.

9.0 LIABILITY AND INDEMNIFICATION.

9.1 ENGINEER shall indemnify and hold harmless CITY from and against legal liability for damages arising out of the performance of the SERVICES for CITY for any third party claims, costs, attorney fees, or other expenses to the extent such liability is caused by the negligent act, error, or omission of ENGINEER or any person or organization for whom ENGINEER is legally liable during performance of SERVICES under this AGREEMENT. Nothing in this paragraph shall make the ENGINEER liable for any damages caused by the CITY or any other Contractor of the CITY.

9.2 ENGINEER shall not be liable to CITY for any special, indirect or consequential damages, such as, but not limited to, loss of revenue, or loss of anticipated profits.

10.0 COMPLIANCE WITH LAWS.

- 10.1 In performance of the SERVICES, ENGINEER shall exercise its "Standard of Care" to comply with applicable and published regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards applicable as of the effective date of this AGREEMENT. ENGINEER shall procure the permits, certificates, and licenses necessary to allow ENGINEER to perform the SERVICES. ENGINEER shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, SCOPE OF SERVICES.
- 10.2 The ENGINEER shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans With Disabilities Act. It is understood that the program of the ENGINEER is not a program or activity of the CITY OF BIXBY. The ENGINEER agrees that its program or activity will comply with the requirements of the Americans With Disabilities Act. Any costs of such compliance will be the responsibility of the ENGINEER. Under no circumstances will ENGINEER conduct any activity which it deems to not be in compliance with the Americans With Disabilities Act.
- 11.0 INSURANCE.
- 11.1 During the performance of the SERVICES under this AGREEMENT, ENGINEER shall maintain the following insurance:
- 11.1.1 General Liability Insurance with a bodily injury and property damage combined single limit of not less than \$1,000,000 for each occurrence.
- 11.1.2 Automobile Liability Insurance with a bodily injury and property damage combined single limit of not less than \$1,000,000 for each occurrence.
- 11.1.3 Worker's Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance with limits of not less than \$100,000 for each occurrence.
- 11.1.4 Professional Liability Insurance in the amount of \$1,000,000 per claim, to remain in effect for two years after CITY acceptance of the PROJECT.
- 11.2 ENGINEER shall furnish CITY certificates of insurance which shall include a provision that such insurance shall not be canceled without at least 30 days written notice to the CITY.
- 12.0 OWNERSHIP AND REUSE OF DOCUMENTS.
- 12.1 All documents, including original drawings, estimates, specifications, field notes and data shall become and remain the property of the CITY; provided notwithstanding, any and all underlying intellectual property, if any (unless provided by CITY), shall remain the property of ENGINEER such that ENGINEER may continue to perform its business in the normal course. Upon payment in full, ENGINEER hereby grants CITY an irrevocable, non-exclusive, royalty-free license to use the same for the purposes contemplated under this AGREEMENT.
- 12.2 CITY'S reuse or modification of such documents without written verification or

adaptation by ENGINEER for the specific purpose intended will be at CITY'S risk without liability to ENGINEER and ENGINEER'S subconsultants. To the extent permitted by applicable law, CITY shall indemnify and hold ENGINEER, ENGINEER'S subconsultants, and their personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of CITY'S unauthorized use of the Intellectual Property contrary to the rights permitted.

13.0 TERMINATION OF AGREEMENT.

13.1 The obligation to continue SERVICES under this AGREEMENT may be terminated by either party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party provided non-defaulting party has given written notice with sufficient detail to defaulting party of the need to correct such failure and defaulting party has failed to take reasonable steps to remedy, or begin to remedy, such failure within 30 days receipt by defaulting party, of the initial notice from non-defaulting party.

13.2 CITY shall have the right to terminate this AGREEMENT, or suspend performance thereof, for CITY'S convenience upon written notice to ENGINEER; and ENGINEER shall terminate or suspend performance of SERVICES on a schedule acceptable to CITY. In the event of termination or suspension for CITY'S convenience, CITY shall pay ENGINEER for all SERVICES performed in accordance with provisions of Attachment D, COMPENSATION. Upon restart of a suspended project, payment shall be made to ENGINEER in accordance with Attachment D, COMPENSATION and ENGINEER shall also be entitled to an equitable and mutually agreeable adjustment in COMPENSATION due to such suspension.

14.0 NOTICE.

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

14.1.1 To ENGINEER: Jacobs Engineering Group Inc.
1999 Bryan St, Suite 3500
Dallas, TX 75201

14.1.2 To CITY: City Of Bixby, Oklahoma
116 West Needles
Bixby, Oklahoma 74008

14.2 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and CITY.

15.0 UNCONTROLLABLE FORCES. Neither CITY nor ENGINEER shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to forces which are beyond the control of the parties; including, but not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage; inability to procure permits, licenses, or authorizations from any state,

local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either CITY or ENGINEER under this AGREEMENT; strikes, work slowdowns or other labor disturbances, and judicial restraint. An equitable and mutually agreeable adjustment to schedule and compensation shall be provided to ENGINEER for impacts to schedule and/or fee that occur from events outside the ENGINEER'S control.

- 16.0 SEVERABILITY. If any portion of this AGREEMENT shall be construed by a court of competent jurisdiction as unenforceable, such portion shall be severed herefrom, and the balance of this AGREEMENT shall remain in full force and effect.
- 17.0 INTEGRATION AND MODIFICATION. This AGREEMENT includes Attachments A, B, C, and D, and represents the entire and integrated AGREEMENT between the Parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES herein, either written or oral. This AGREEMENT may be amended only by a written instrument signed by each of the Parties.
- 18.0 DISPUTE RESOLUTION PROCEDURE. In the event of a dispute between the ENGINEER and the CITY over the interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the City's Director of Public Works for resolution. If the Director of Public Works is unable to resolve the dispute, the matter may, in the Director's discretion, be referred to the Mayor for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.
- 18.1 Notwithstanding, each of the parties hereto hereby knowingly, voluntarily, and intentionally waives any rights it may have to a trial by jury in respect of any litigation between the parties or arising out of, under, or in connection with this AGREEMENT or any other documents entered into in connection herewith.
- 19.0 ASSIGNMENT. ENGINEER shall not assign its obligations undertaken pursuant to this AGREEMENT, provided that nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as ENGINEER may deem appropriate to assist ENGINEER in the performance of the SERVICES hereunder.
- 20.0 APPROVAL. It is understood and agreed that all work performed under this AGREEMENT shall be subject to inspection and approval by the Public Works Department of the City of Bixby, and any plans or specifications not meeting the terms set forth in this AGREEMENT will be replaced or corrected at the sole expense of the ENGINEER. The ENGINEER will meet with the City staff initially and monthly thereafter and will be available for public hearings and/or City of Bixby presentations.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Mayor of the City of Bixby or Contracting Authority.

(ENGINEER)

Authorized Agent

Date _____

(SEAL)

APPROVED: CITY OF BIXBY, OKLAHOMA

City Clerk

Mayor

Date _____

APPROVED AS TO FORM:

RECOMMENDED:

City Attorney

Director of Public Works

AGREEMENT
FOR
ENGINEERING SERVICES
Springtree Lift Station Improvements

PROJECT NO. 2026-FAP-004

SCOPE OF PROJECT

ATTACHMENT A

- A. SCOPE OF PROJECT. The PROJECT shall consist of Design, Survey, Geotechnical Investigation, and permitting for the improvement of the Springtree Wastewater Lift Station within the City of Bixby, Oklahoma. The project will consist of an existing conditions evaluation and a proposed conditions report for each site as depicted in Exhibit A.

AGREEMENT
FOR
ENGINEERING SERVICES
Springtree Lift Station Improvements
PROJECT NO. 2026-FAP-004

SCOPE OF SERVICES

ATTACHMENT B

- A. SCOPE OF SERVICES. The services to be performed by the ENGINEER under this AGREEMENT as show in Exhibit A.

AGREEMENT
FOR
ENGINEERING SERVICES
Springtree Lift Station Improvements

PROJECT NO. 2026-FAP-004

RESPONSIBILITIES OF THE CITY

ATTACHMENT C

- A. RESPONSIBILITIES OF THE CITY. The CITY agrees to provide information as outlined in the attached Exhibit A.

AGREEMENT
FOR
ENGINEERING SERVICES
Springtree Lift Station Improvements
PROJECT NO. 2026-FAP-004

COMPENSATION

ATTACHMENT D

- A. COMPENSATION. The CITY agrees to pay, as compensation for services set forth in Attachment B, the fees as outlined in Section 3 of the attached Exhibit A.