



# Amended City of Bixby Bixby Public Works Authority Meeting Agenda

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Monday, February 23, 2026

Immediately Following the  
City Council Meeting

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

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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

Shannon Duran, City Clerk

## Consent Agenda

### Secretary's Report

### Consider and Approve:

- 1) Minutes for the Bixby Public Works Authority Meeting dated 2/9/26.
- 2) Consider and/or approve awarding consultant services for 2026 Wastewater Collection System Master Plan Update to RJN Group in the amount of \$509,760.00.
- 3) Acknowledge receipt of the Oklahoma Department of Environmental Quality (O.D.E.Q.) Permit No. SLO00072260079, Facility No. S20438, Bixby Healthcare Facility, located in Bixby, Oklahoma.
- 4) Consider and/or approve the Interlocal Agreement with Tulsa County for 121st/Garnett Intersection, located in the City of Bixby, Oklahoma.
- 5) Consider and/or approve the Interlocal Agreement with Tulsa County for 111th/Garnett Intersection, located in the City of Bixby, Oklahoma.
- 6) Consider and/or approve the Interlocal Agreement with Tulsa County for improvements to 131st/Garnett Intersection, located in the City of Bixby, Oklahoma.
- 7) Consider and/or approve Consent Order 25-264 as requested by Oklahoma Department of Environmental Quality, Water Quality Division regarding E. Coli permit limit violations and closure of the Bixby North Lagoons Treatment Facility.

- 8) Consider and/or approve awarding the planning and design services contract for the 121st Side Path Project from Mingo Road to 106th Street, including connections to existing sidewalks, crosswalks, and related infrastructure, to Planning and Design Group (PDG) in the amount of \$62,000.
- 9) Consider and/or approve the Interlocal Agreement with Tulsa County for improvements to Harvard Avenue from 161<sup>st</sup> to 151<sup>st</sup> Streets, in the city of Bixby, Oklahoma.

### **Regular Agenda**

- 1) Discussion, consideration and possible vote for approval awarding consultant services for Leonard Service Area Water Line Replacements to Holloway, Updike and Bellen, Inc. (HUB) in the amount of \$117,100.00.  
Nathan Radach, Assistant Public Works Director
- 2) Adjournment

### **Notice of Posting**

This Notice and Agenda was posted on the bulletin board this day of February 20, 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](mailto:sduran@bixbyok.gov) (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.

# Regular Agenda Item Commentary

**Item Title**

Minutes for the Bixby Public Works Authority Meeting dated 2/9/26.

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

1. 2/9/26 BPWA Minutes

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

February 23, 2026

**Meeting**

20260223 Bixby Public Works Authority Agenda

# **Bixby Public Works Authority Meeting Minutes**

Bixby Municipal Building  
111 N. Cabaniss Ave., Bixby, OK 74008  
February 9, 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 February 5, 2026, on or before 5:00 p.m.

## **Call to Order**

Mayor Girard called the Bixby Public Works Authority Meeting to order at 6:09 pm.

## **Roll Call**

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

### **Members Present**

Mayor Girard  
Vice Mayor Schultz  
Councilor Hirshey (Note present)  
Councilor David (not present)  
Councilor Payne

### **Staff Present**

Joey Wiedel, City Manager  
Kim Coody, Assistant City Manager (Interim)  
JT Hammons, City Attorney  
Shannon Duran, City Clerk  
Charles Barnes, Finance Director  
Dylan Warner, Public Works Director  
Todd Blish, Police Chief  
Joe Sherrell, Fire Chief

## **Consent Agenda**

- 1) Minutes for the Bixby Public Works Authority Meeting dated 1/12/26.
- 2) Discuss and/or take action on Water Tap Application for 90 + Water Taps for Mountain Creek Ranch Development with approximately 235.16 acres located on the Northeast Corner of 181st Street South and South 161st East Ave, Bixby, OK, in Tulsa County, OK.
- 3) Discuss and/or approve purchasing six (6) Neptune Gateway V4 Cellular Antennas for Water Meter Connectivity from Core & Main; total \$192,000.00.

- 4) Consider and/or approve the refurbishing of the Water Department Jetter Truck, total cost \$59,639.82.

Mayor Girard said Item 1-4 on the Consent Agenda is up for discussion and consideration.

Item 2 has been pulled for further discussion.

Mayor Girard asks for a motion to approve items 1, 3, and 4. Councilor Schultz made a motion to approve, seconded by Councilor Payne. The vote was taken with the following results:

Carried:3-0

Ayes: Schultz, Payne, Girard

Nays: 0

Mayor Girard calls item 2 for discussion

Others who spoke: Dylan Warner, Public Works Director and Joey Wiedel, City Manager

Others who signed up to speak: Item 2 Amanda Earsom, Len Earsom, Craig Poindexter, RC Morrison and Todd Cole

Council allowed each citizen who had signed up to address the Council regarding concerns on item 2. Discussion followed between the citizens, council and city staff pertaining to the water tap application for the Mountain Creek development.

No action was taken on this item

## **Regular Agenda**

- 1) No Items on Regular Agenda

- 2) Adjournment

Adjournment was called at 6:40 pm

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Mayor

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City Clerk



# Consent Agenda Item Commentary

## Item Title

Consider and/or approve awarding consultant services for 2026 Wastewater Collection System Master Plan Update to RJN Group in the amount of \$509,760.00.

## Initiator

Nathan Radach

## Staff Information Source

Nathan Radach

## Background

BACKGROUND: The City of Bixby has encountered amounts of stormwater infiltration and intrusion through the wastewater system, which places additional stress and capacity on the Wastewater Treatment Plant. This Master Plan update will provide an update of our sewer master plan to account for new construction and infrastructure revisions since last completed Master Plan (2020), and a comprehensive, system-wide flow monitoring to determine capacity and provide improvement recommendations. Improvement recommendations will be completed either in-house with City Public Works staff, or contracted out depending on projected cost and scope of work. Project to commence immediately to capture anticipated flows through the intense storm season, with final recommendations no later than Summer of 2027. Budget has been reviewed, and there are funds available in 2026 and 2027 for this contract.

## Exhibits

1. 2026 Bixby WW Master Plan Update Proposal

## Key Issue

Wastewater Infiltration and Intrusion

## Council Action

Approve or Deny

## Recommendation

Approve

## Item No: 2.

## Meeting Date

February 23, 2026

**Meeting**

20260223 Bixby Public Works Authority Agenda



February 13, 2026

Dylan Warner  
Public Works Director  
City of Bixby  
116 W. Needles  
Bixby, OK 74008

Subject: 2026 Wastewater Collection System Master Plan Update – Proposal

Dear Mr. Warner:

RJN Group, Inc. (RJN) appreciates the opportunity to submit this proposal for professional services to develop a Wastewater Collection System Master Plan Update for the City of Bixby, Oklahoma (City).

This master plan update will provide a comprehensive evaluation of the existing system's performance under both current and future growth conditions. The master plan will include updating and reviewing all-pipe model network, system-wide flow monitoring, model calibration, system performance analysis, level-of-service assessment, and Capital Improvement Plan (CIP) development.

Flow monitoring data will be used to calibrate the hydraulic model to closely represent the hydraulics and performance of Bixby's existing wastewater collection system. This calibrated hydraulic model will be used to determine capacity utilization for all collection system assets and provide recommendations for both the current system and the projected developments. Capacity improvement recommendations will be presented to the City in a Capital Improvement Plan.

This project will be invoiced on a Unit Billing and Lump Sum Basis for a total not-to-exceed fee of **\$509,760.00**. The project is expected to be completed within 15 months. Complete Scope of Services, Pricing, and Schedule are provided in the following exhibits:

- Exhibit A – Scope of Services
- Exhibit B – Pricing
- Exhibit C – Schedule

We are looking forward to the opportunity to work with the City of Bixby on this important project. It is our pleasure to submit this proposal to you. Please feel free to contact Jacob Brumbaugh at 918-284-2765 if you would like to discuss this proposal or have any questions.

Sincerely,

Jacob Brumbaugh, PE  
Oklahoma Regional Manager

Adam Burk, PE  
Regional Operations Lead



# EXHIBIT A

## SCOPE OF SERVICES

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The complete scope of this project includes citywide flow monitoring, systemwide hydraulic model update, wet- and dry-weather flow calibration, evaluation of the existing system capacity, future growth augmentation and analysis, CIP development, and development of the Wastewater Collection System (WWCS) Master Plan report. The flow monitoring program consists of 16 flow meters and 4 rain gauges for a 90-day period. The services are further described in the following sections:

### I. Project Administration and Management

#### a. Project Administration

- i. Prepare a schedule of work activities to be maintained throughout the project with monthly status reports and projections provided to the City.
- ii. Tailor the standard operating procedures to accommodate project requirements and establish internal project controls to ensure schedule, budget, and quality control procedures are being maintained.
- iii. Organize and attend a project kickoff meeting with the City and other stakeholders to discuss project goals, communications, schedule, billing protocols, and other pertinent information.
- iv. Coordinate and attend up to six in-person meetings with the City to discuss project milestones, relay critical findings, present progress on individual tasks, and get feedback from the City on the direction of the project.
- v. Coordinate monthly virtual progress meetings with the City to provide project progress reports.

### II. Interim Future Development Analysis Protocols

RJN and the City will evaluate existing system model results and determine an interim level of service based on pipe diameters for use in analyzing new developments, considering adding sewer flows to the collection system. An interim development analysis protocol will be created and will be updated after final model calibration and CIP recommendations have been made.

#### A. *Coordination with the City*

1. RJN will conduct up to two meetings with the City to discuss the interim level of service used to analyze and provide recommendations for future developments that plan to connect to the City's collection system.

#### B. *Technical Memorandum*

1. RJN will create a draft technical memorandum detailing the interim development review process agreed upon with the City.
2. Upon review and approval from the City, RJN will create a final version of the technical memorandum.

### III. Temporary Flow and Rainfall Monitoring

Flow monitoring is the foundation of a successful wastewater collection system master plan. Accurate and comprehensive flow data provides the baseline for understanding the performance of the system and how the system performs under both dry- and wet-weather

conditions. This information is critical for calibrating the hydraulic model, quantifying inflow and infiltration (I/I), identifying capacity constraints, and developing cost-effective capital improvement plans.

A. *Site Selection & Investigation*

3. *Meter and Rain Gauge Locations:* A total of 16 flow monitors and 4 rain gauges are anticipated. RJN will select 4 rain gauge sites to obtain rainfall data during the monitoring period. After the sites have been selected, RJN will conduct site visits to locate public schools or other structures where the gauges can be installed.
4. *Site Selection Work Session:* RJN will conduct a work session with the City to discuss the targeted monitoring locations and the intended purpose for each monitoring location, and to determine if any support from the City is needed to install and maintain equipment at the proposed locations. The plan will be presented on an overview map and approved by the City prior to investigating and installing the flow monitors.
5. *Site Investigations:* Upon approval of the targeted monitoring locations, RJN will perform site investigations for the purpose of determining the viability of each targeted location. The investigation includes an evaluation of the hydraulic conditions, access, safety, and other issues that may affect the data quality or sensor survival. If a location is identified as unsuitable, RJN will investigate up to two (2) alternate sites (upstream or downstream) for consideration. RJN will prepare and submit for approval an electronic Site Investigation Report. The Site Investigation Report will include a general site location map, a sketch of the installation, and physical characteristics including pipe diameter, pipe material, manhole depth and other attribute information.

B. *Equipment Installation*

6. *Gravity Flow Monitors:* Based on the results of site investigations, RJN will select equipment suited for the site to provide accurate and reliable flow data. RJN will use flow monitors designed to measure flow in sanitary sewer pipes under free-flow and surcharged conditions. The primary depth sensor will be ultrasonic with a resolution to the nearest 0.01 foot. Each site will also include a level measurement redundancy by means of a pressure and ultrasonic sensor. The primary velocity sensor will use Doppler technology.
7. *Rain Gauges:* The rain gauge equipment will consist of a data logger and rain gauge tipping bucket. The equipment will be able to measure resolution to 0.01 inches. The tipping bucket will be a corrosion-resistant funnel collector with a tipping bucket assembly. RJN will coordinate with the City to resolve any issues related to gaining access to buildings for placement of gauges.
8. *Wireless Telemetry:* Remote terminal units will be provided by RJN at each flow monitoring and rain gauge location to remotely collect the data. If certain sites are not conducive to remote telemetry, RJN will manually collect the data throughout the monitoring period.

9. *Flow Monitor Installation:* The sensors will be securely attached to the pipe by means of metal bands or anchoring hardware designed specifically for that purpose. A typical installation includes a primary ultrasonic depth sensor mounted at the crown of the pipe, a redundant pressure transducer depth sensor mounted in the invert, and a Doppler velocity sensor mounted near the invert. The data logger and sensor cables will be firmly secured to the manhole walls or steps.
10. *Data Recording Interval:* All flow monitors and rain gauges will be synchronized in time to the same clock and will be programmed to collect depth and velocity data at five-minute intervals.
11. *Initial Depth and Velocity Confirmations:* Upon installation and activation of each flow meter, RJN will take manual depth and velocity readings using independent instrumentation to confirm that the in-situ monitor yields data representative of actual field conditions. Field crews will also take manual velocity readings of the flow cross-section (i.e., velocity profile) to derive an average velocity. All measurements, adjustments, and efforts undertaken during site visits will be recorded on the maintenance log.

C. *Flow Monitoring and Rain Gauge Maintenance*

12. *Flow Monitoring Period:* Flow monitoring will be conducted for a period of 90 days . It is assumed that adequate weather conditions will be observed during the monitoring period to obtain representative dry-weather information and between four (4) to six (6) rain events of varying intensities for use in understanding both dry and wet-weather flows within the system.
13. *Data Review:* RJN will review the flow and rainfall monitoring data at least twice a week. Trained data analysts, experienced in processing and analyzing flow and rainfall data, will use various analytical tools, such as hydrographs, scatter graphs, and flow balancing methods, to verify the accuracy and precision of the flow data. The analysis of the data includes data gaps and identifying anomalies and performance issues. Any equipment service needs will immediately be conveyed to the field services crews. The data will be processed and edited in accordance with the field confirmations to produce final data sets for each site. All data processing efforts will ensure that the raw data is preserved.
14. *Equipment Operation and Maintenance:* RJN's qualified field crews will visit each monitor and rain gauge installation when issues with the flow monitoring data have been identified, to perform necessary maintenance of the equipment. Maintenance will also be carried out every two weeks and includes calibration of the recording equipment, downloading of recorded data, onsite analysis of the data to ensure proper meter function, cleaning of the sensor, and replacing any defective equipment.
15. *Uptime:* An uptime of 90 percent for all temporary monitors will be maintained. This will include dry- and wet-weather periods. If the uptime is not met by RJN, the monitoring will be extended to capture the meter days missed at no additional cost to the City. However, if sufficient data has been collected, the City will be credited for

the downtime of the monitors. The guaranteed uptime applies to mechanical malfunctions and does not apply to actions beyond RJN's control, such as vandalism, excessive debris, etc.

#### D. *Flow Monitoring and Rain Gauge Maintenance*

16. *Notification:* RJN will remove all the temporary flow monitors and rain gauges at the completion of the 90-day monitoring period if adequate weather conditions have been observed (i.e., dry and wet-weather conditions that include at least four (4) storm events of different rainfall intensities). RJN will advise the City if adequate weather conditions have not been observed during the initial 90-day monitoring period to allow the City to consider funding an extended flow monitoring period, in advance of removing the temporary flow monitoring. If the flow monitoring period is extended, then the project schedule will be extended for the same amount of time.

### IV. Model Review & Update

RJN will perform a comprehensive review of the existing wastewater hydraulic model and will update the model to accurately represent the current system to ensure that it accurately represents current system conditions and recent growth within the City of Bixby's service area. The model update will incorporate the latest available GIS data, as-built records, and water billing data to refine the model network and system flows.

#### A. *Data Collection & Review*

1. Obtain and review the most recent City GIS database, including gravity mains, force mains, manholes, lift stations, parcels, buildings, and water meters.
2. Review as-built drawings and record plans for projects completed over the last five years (model network was last updated in 2021 as part of a different project) to identify new infrastructure, modifications, or abandonments.
3. Collect the latest pump curves and operation controls for all City-owned lift stations.
4. Collect and review any available lift station SCADA data and drawdown test data to improve the accuracy of performance for aging pumps that may not be operating on the original manufacturer's pump curve.
5. Collect and review monthly water billing data per customer from the most recent 12-month period to verify and update base sanitary flow allocations for non-residential customers in the model. The format for the provided water billing records must be geo-coded for model import.
6. Collect 2-foot contour and LiDAR data from the City for use in updating the ground model in the hydraulic model.
7. Coordinate with City staff to identify known system changes, planned developments, and pending capital improvement projects not yet reflected in GIS or record drawings.
8. RJN will analyze the model to identify critical assumptions that may require field verification to improve model accuracy. A list of recommended field verifications will be provided for City staff to collect. The City will provide RJN

with all requested field data within 60 days of the request and no later than 30 days before the end of the flow monitoring period. This timeline ensures adequate time to incorporate updates into the model before calibration begins. Any delays in receiving the requested data may result in an equivalent delay to the overall project schedule.

9. RJN will create a technical memorandum summarizing the gaps in data for model network attributes (gravity main inverts, lift station operating levels, wet-well dimensions, etc.) differentiating between assumed data and City provided data, survey data, and as-built data.

#### B. *Model Network Updates*

1. Reconcile discrepancies between the GIS and the existing model network, ensuring connectivity, alignment, and attribute accuracy (i.e., pipe diameter, material, invert elevations, flow directions).
2. Update network attributes and geometry based on the City GIS, as-built records, and field information provided by the City.
3. Review and update lift station pump curves and operations, as required, to match the latest data provided by the City.
4. Incorporate new developments and system extensions identified through GIS updates, as-built plans, and information provided by the City.
5. Remove decommissioned assets or redundant elements that no longer exist in the current system configuration.
6. Hold discussions with the City early in the model update process to ensure that sub-centimeter GPS survey is undertaken at all known overflow points in the network.
7. Incorporate any new City lift stations into the model based upon record drawings and manufacturer's pump curves provided by the City as well as pump operation levels (on/off levels).

#### C. *Population & Water Usage Updates*

1. Update population based on growth that was observed over the last five years (last model population update was in 2021), identified through conversations with the City, and other GIS and as-built records provided by the City.
2. Use the geo-referenced water billing accounts to tie directly into the model parcels/subcatchments and identify residential and non-residential customers.
3. Update non-residential sewer contributions using the most recent water billing data (past 12 months) to update customer contributed flows, identify new or modified service areas, and redistribute flow loads to appropriate model nodes.

#### D. *Quality Assurance and Documentation*

1. Perform quality control review to confirm hydraulic network integrity and confirm that the updated model is free of topology errors.
2. Develop and maintain a detailed change log summarizing all network and flow updates.
3. RJN will create a technical memorandum summarizing data gaps based on data sources.

### V. **Model Calibration & Validation**

Model calibration is the process of adjusting hydraulic model parameters to ensure that simulated flow, depth, and velocity results closely match observed field data. Calibration is performed for both dry weather and wet weather conditions at all 16 metering locations to accurately represent the system's performance under varying flow regimes.

#### A. *Dry-Weather Flow Calibration*

1. Select the most suitable dry-weather period from the collected flow data.
2. Use standard residential and non-residential dry-weather dimensionless profiles (diurnal patterns), and develop additional dimensionless dry-weather flow profiles as required.
3. Iteratively modify per-capita flow rates, dimensionless profiles, and permanent groundwater infiltration to calibrate the model to dry-weather weekday and weekend conditions.
4. Complete the dry-weather flow calibration by complying to industry standards of matching the diurnal pattern, flow rates, depth, and velocity as best as possible.

#### B. *Wet-Weather Flow Calibration*

1. Source and use historic rainfall and evaporation data to input into the Ground Infiltration Model (GIM) in InfoWorks ICM together with the detailed rainfall data collected from the temporary rain gauges deployed during the flow monitoring survey to properly initialize the model.
2. Iteratively adjust both the fixed surface runoff parameters and GIM parameters in the model until the model reasonably matches the depth, velocity, and flow recorded by the flow monitors. SCADA data from lift stations may also be used as an additional validation source during this process. Where the model data cannot be adjusted within acceptable parameters to match monitored conditions, field investigations may be performed to evaluate actual system performance.
3. Complete the calibration by complying with industry standards of matching the overall wet-weather response patterns, flow rates, depth, and velocity per observed storm event as best as possible.

### C. Existing System Performance Validation

1. Collect georeferenced historical SSO data from the City for the past 5 years.
2. RJN will conduct one meeting with the City to review historical SSO locations and the SSO locations predicted by the existing calibrated model.
3. Use the calibrated model to run the City's 5-year, 6-hour design storm and compare model-predicted SSOs against historical SSOs.
4. Review model performance with the City and make operational and other adjustments to the model as necessary.

## VI. Inflow/Infiltration (I/I) Analysis

RJN will perform a comprehensive I/I analysis to quantify inflow and infiltration contributions throughout the wastewater collection system and identify basins with the highest rates of infiltration and volume of inflow. The results will provide the City with clear information to prioritize future investigations or targeted improvements.

RJN will also evaluate how infrastructure characteristics, such as pipe material, may influence infiltration rates. This will help determine whether certain pipe materials, such as polyethylene, are associated with higher groundwater infiltration, providing targeted information for prioritizing inspections, rehabilitation, or replacement.

### A. Engineering Analysis

1. Perform dry-weather, permanent groundwater infiltration (GWI), rainfall-derived inflow and infiltration (RDII) analyses to quantify I/I for each basin.
2. Using the results of the permanent groundwater infiltration (GWI) analysis, RJN will evaluate whether basins with specific pipe materials exhibit higher infiltration rates. Normalized GWI rates (per linear foot of pipe) will be calculated for each material type (i.e., PVC, ductile iron, concrete) to identify any correlations between pipe material and infiltration.
3. Calculate RDII rates on a normalized basis (e.g., per 1,000 linear feet of pipe) for peak flow and total event volume.
4. Identify and prioritize basins contributing the most I/I based on normalized event peak flows and total volumetric responses.

### B. Deliverables

1. Prepare a Technical Memorandum summarizing methods, results of I/I analysis, and ranking of basins. The results from the I/I analysis will be used when setting the CIP design criteria and strategies.
2. Deliver digital copies of the Technical Memorandum, including tabular summaries, hydrographs, scattergraphs, and final flow data in Microsoft Excel format.

## VII. Future Growth Augmentation

RJN will update and expand the calibrated hydraulic model to simulate future system performance under projected population and flow growth conditions for 5, 10, and 25 years in the future. Flow triggers for each planning horizon will also be developed to assist in timing the

design and planning efforts for CIP projects. The future growth augmentation will integrate the City's latest planning and development data to reflect anticipated changes in land use, population distribution, and wastewater generation across the service area.

A. *Data Collection and Coordination*

1. Obtain and review the City's most recent comprehensive plan, land use maps, zoning data, and population projections to define growth areas and development densities.
2. Coordinate with City planning and engineering staff to identify known or approved developments, potential annexation areas, and anticipated changes in service boundaries.
3. Review regional planning documents or available census-based projections to ensure consistency with local growth assumptions.

B. *Future Flow Projections*

1. Develop future wastewater flow projections for each planning horizon (5, 10, and 25 years) based on projected population growth, land use changes, and per capita flow assumptions.
2. Develop flow triggers for each planning horizon which will be evaluated to assist in timing the design and planning efforts for the related, recommended CIP projects.
3. Incorporate growth-related increases in infiltration and inflow (I/I) where applicable, particularly in newly developed or expanding service areas.

C. *Model Augmentation & Scenario Simulation*

1. Integrate projected growth areas and associated loading into the calibrated model.
2. Simulate system performance under the 5, 10, and 25-year planning horizons using the City's 5-year, 6-hour design storm.
3. Compare bottlenecks in the system against existing conditions to identify capacity constraints caused solely by the projected growth.

## VIII. Capital Improvement Plan (CIP)

- A. Based upon the deficiencies identified in the model, an optimal staged capacity improvement plan will be evaluated and refined to resolve existing and future deficiencies. Plans will be developed for the existing projected wet-weather flows. Cost-effective capital projects will be developed by considering I/I reduction, in-line storage, sewer upsizing, sewer paralleling, lift station operations, lift station, and force main upsizing alternatives.
- B. RJN will develop budgetary construction cost estimates for the items identified in the CIP. Developed cost estimates will be incorporated into the CIP including all assumptions made while developing the estimate.

## IX. Wastewater Collection System Master Plan Report

### A. Master Plan Report

1. Prepare a Draft Report for the *2026 Wastewater Collection System Master Plan* that includes discussion of specific topic areas, including supporting information and exhibits for the following topics: Executive Summary, Background, System Overview, Flow Development and Analysis, Hydraulic Model Update, Model Updates, Model Calibration, Planning Horizons, Capacity Analysis, Inflow and Infiltration Reduction, Recommended Capital Improvements, and Schedule of Improvements.
2. Submit digital copies of Draft Report to City for their review and comments.
3. Meet with the City to review comments on the draft report.
4. Incorporate comments from the City and submit a Final Report.
5. RJN will conduct a project summary presentation with the City of Bixby City Council.

## X. Manhole GPS Survey

- A. Field review/verification of the existing GIS wastewater network will be performed as needed. Routing of wastewater flows and connection points needs to be determined to represent the current network in the model accurately. Based on a preliminary data gap analysis, RJN will survey up to 100 manholes and collect manhole depth, GPS survey (x, y, and z), pipe connection, and pipe diameter information at areas of discrepancies.
- B. Invert elevations will be determined by obtaining measure down information from the rim to the pipe invert of each surveyed manhole.
- C. Move each existing manhole feature to its updated position as provided through field verification and referenced to the City parcels coverage. In the absence of parcels (e.g., creek areas), GPS positions for manholes may be used. Manhole feature linkage is not disturbed by the move operation (i.e., the GIS feature linkage remains intact).
- e. Capture of x-y-z coordinates through use of real-time kinematic GPS equipment for select sanitary sewer main manhole rims (0.1 feet for horizontal measurements and 0.2 feet for vertical measurements), using NAD83 State Plane Coordinates and NAVD88 elevations.

- f. All collected GPS manhole survey information will be integrated into the hydraulic model to best represent existing system conditions.

### **Items Requested from the City of Bixby**

- Lift station, force main, and gravity main record drawings
- Lift station pump information, pump curves, and operating levels
- Lift station supervisory control and data acquisition (SCADA) data, where available
- Lift station drawdown test data, where available
- Electronic water customer billing data with an associated geolocation (address, X,Y coordinates, etc.)
- Georeferenced historical sanitary sewer overflow (SSO) locations
- Future growth and planning data



## EXHIBIT B PRICING

Pricing for the 2026 Wastewater Master Plan for the City of Bixby is as follows:

**Pricing Terms for Invoicing:** Unit Billing and Lump Sum

**Not-To-Exceed Total Cost:** \$509,760.00

Service	Quantity	Units	Unit Price	Total
<b>Project Administration</b>	1	LS	\$65,000.00	\$65,000.00
<b>Flow Monitoring</b>				
Flow Meter Investigations	16	EA	\$950.00	\$15,200.00
Flow Meter Installations	16	EA	\$1,400.00	\$22,400.00
Rain Gauge Investigations and Installs	4	EA	\$600.00	\$2,400.00
Flow Monitoring Period	1,440	M-Days	\$73.00	\$105,120.00
Rain Gauge Monitoring Period	360	RG-Days	\$24.00	\$8,640.00
Data Management and Processing	1	LS	27,500.00	\$27,500.00
<i>Subtotal</i>				<i>\$181,260.00</i>
<b>Hydraulic Modeling</b>				
Model Construction	1	LS	\$50,000.00	\$50,000.00
Model Calibration	1	LS	\$62,500.00	\$62,500.00
Existing System Analysis	1	LS	\$7,500.00	\$7,500.00
I/I Analysis	1	LS	\$17,000.00	\$17,000.00
Future Growth Augmentation	1	LS	\$34,000.00	\$34,000.00
Wastewater Master Plan Report	1	LS	\$80,000.00	\$80,000.00
<i>Subtotal</i>				<i>\$251,000.00</i>
<b>Manhole GPS Survey</b>	100	EA	\$125.00	\$12,500.00
<b>Total</b>				<b>\$509,760.00</b>

### Notes

- The Rate Schedule is valid for a year beginning at the contract signing date. Following that date, rates may be subject to a five-percent annual increase.
- It is anticipated that up to 100 x-y-z coordinates will be collected as part of the GIS/ Updates/GPS Survey task on an as needed basis.



## EXHIBIT C PROPOSED SCHEDULE

---

RJN is prepared to start work immediately upon an Agreement.

Task	Timeline
Flow Meter Investigations	March 2, 2026, through March 6, 2026
Flow Meter Installations	March 9, 2026, through March 13, 2026
Flow Monitoring Period	March 13, 2026, through June 11, 2026
Flow Data Processing	June 11, 2026, through August 10, 2026
Model Construction	April 1, 2026, through August 1, 2026
Model Calibration	August 10, 2026, through November 10, 2026
Future Growth and Alternative Analysis	November 10, 2026, through February 10, 2027
Wastewater Master Plan Report	March 13, 2026, through May 21, 2027
Manhole GPS Survey	As needed throughout the project

# Consent Agenda Item Commentary

## **Item Title**

Acknowledge receipt of the Oklahoma Department of Environmental Quality (O.D.E.Q.) Permit No. SLO00072260079, Facility No. S20438, Bixby Healthcare Facility, located in Bixby, Oklahoma.

## **Initiator**

## **Staff Information Source**

## **Background**

## **Exhibits**

1. Commentary - ODEQ Permits -Bixby Healthcare Facility

## **Key Issue**

## **Council Action**

## **Recommendation**

**Item No:** 3.

## **Meeting Date**

February 23, 2026

## **Meeting**

20260223 Bixby Public Works Authority Agenda

# Consent Agenda Item Commentary

## Item Title

Acknowledge receipt of the Oklahoma Department of Environmental Quality (O.D.E.Q.) Permit No. SL000072260079, Facility No. S20438, Bixby Healthcare Facility.

## Initiator

Dylan  
Warner

## Staff Information Source

Gwen Plante

## Background

This permit is for the construction of 548 linear feet of eight-inch (8) PVC sanitary sewer line and all appurtenances to serve Bixby Healthcare Facility in Bixby, Oklahoma.

The O.D.E.Q. requires that receipt of these permits be acknowledged at a City Council meeting.

## Exhibits

1. O.D.E.Q. Sanitary Sewer Permit

## Key Issue

ODEQ Sanitary Sewer Permits

## Council Action

Acknowledge receipt of permit

## Recommendation

Acknowledge receipt of permit

## Meeting Date

February 23, 2026

## Meeting

City Council Regular Agenda 02.23.2026

# Regular Agenda Item Commentary

## Item Title

Consider and/or approve the Interlocal Agreement with Tulsa County for 121st/Garnett Intersection, located in the City of Bixby, Oklahoma.

## Initiator

Nathan Radach

## Staff Information Source

Nathan Radach

## Background

Tulsa County, in partnership with City of Bixby, is proposing to provide improvements to the 121st Street/Garnett intersection. Scope of work includes milling, patching (as required) and overlay. Total cost is estimated at \$60,000, allocated one-fourth cost to Broken Arrow, one-fourth cost Tulsa County and half cost to Bixby. Bixby's full investment is Not to Exceed \$30,000. Tulsa County will coordinate and schedule repairs.

## Exhibits

1. Interlocal Agreement - City of Bixby (121st & Garnett Intersection)

## Key Issue

Intersection Improvements

## Council Action

Approve or Deny

## Recommendation

Approve

## Item No: 4.

## Meeting Date

February 23, 2026

## Meeting

20260223 Bixby Public Works Authority Agenda

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BIXBY AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF TULSA, OKLAHOMA FOR THE MILL & OVERLAY OF THE 121<sup>ST</sup> ST S & S GARNETT RD INTERSECTION**

**This Agreement**, by and between the Board of County Commissioners of the County of Tulsa, Oklahoma, hereinafter called "County" and the City of Bixby, Oklahoma, hereinafter called "City"; collectively referred to as "Parties".

**Witnesseth:**

**Whereas**, 69 O.S., 2021, Section 1903, authorizes the Board of County Commissioners to enter into Agreements with municipalities to construct, improve, and repair any of the streets of such municipalities, and;

**Whereas**, the County desires to participate in projects and to provide services that are mutually advantageous to the County and other units of government;

**Therefore**, in consideration of the covenants and conditions below, the Parties hereto agree as follows:

1. This Agreement shall be for the milling and asphalt overlay of the 121<sup>st</sup> St S & S Garnett Rd intersection ("Project") as shown in the attached Exhibit A.
2. Materials, equipment and labor including traffic control necessary to prepare and complete the Project shall be the responsibility of the County.
3. Upon project completion, County will invoice the City with Net 30 terms and City shall reimburse the County for 50% of the actual costs incurred by the County for the Project, not to exceed \$30,000.00 without written amendment agreed to and signed by both parties.
4. Unless terminated earlier, this Agreement shall be effective from and after the date of execution until the project is complete.
5. County will provide a minimum of thirty (30) calendar days' notice to City prior to the start of the Project.
6. The rights, duties, and obligations under or arising from this Agreement shall not be assigned by either party hereto without the express written consent of the other.
7. City and County agree that work performed by each party to prepare and complete the Project is the sole responsibility and liability of each individual party.

Furthermore, City acknowledges and agrees that the County provides no assurances regarding the durability or longevity of the finished Project.

- 8. This Agreement may be terminated or canceled by either party with or without cause, upon thirty-days (30) written notice of intention to terminate to the authorized representative of each party signed below. In the event this Agreement is terminated or canceled by either party, City shall compensate the County only for services performed and materials purchased up to the date of termination and/or cancellation.
- 9. Any modifications to this Agreement must be made by written amendment agreed to and signed by both Parties.

Approved by the City Council of the City of Bixby this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

City of Bixby:

Attest:

BY: \_\_\_\_\_  
Brad Girard, Mayor

BY: \_\_\_\_\_  
Shannon Duran, City Clerk

Approved as to Form:

BY: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

Approved by the Board of County Commissioners of the County of Tulsa, Oklahoma this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Tulsa County:

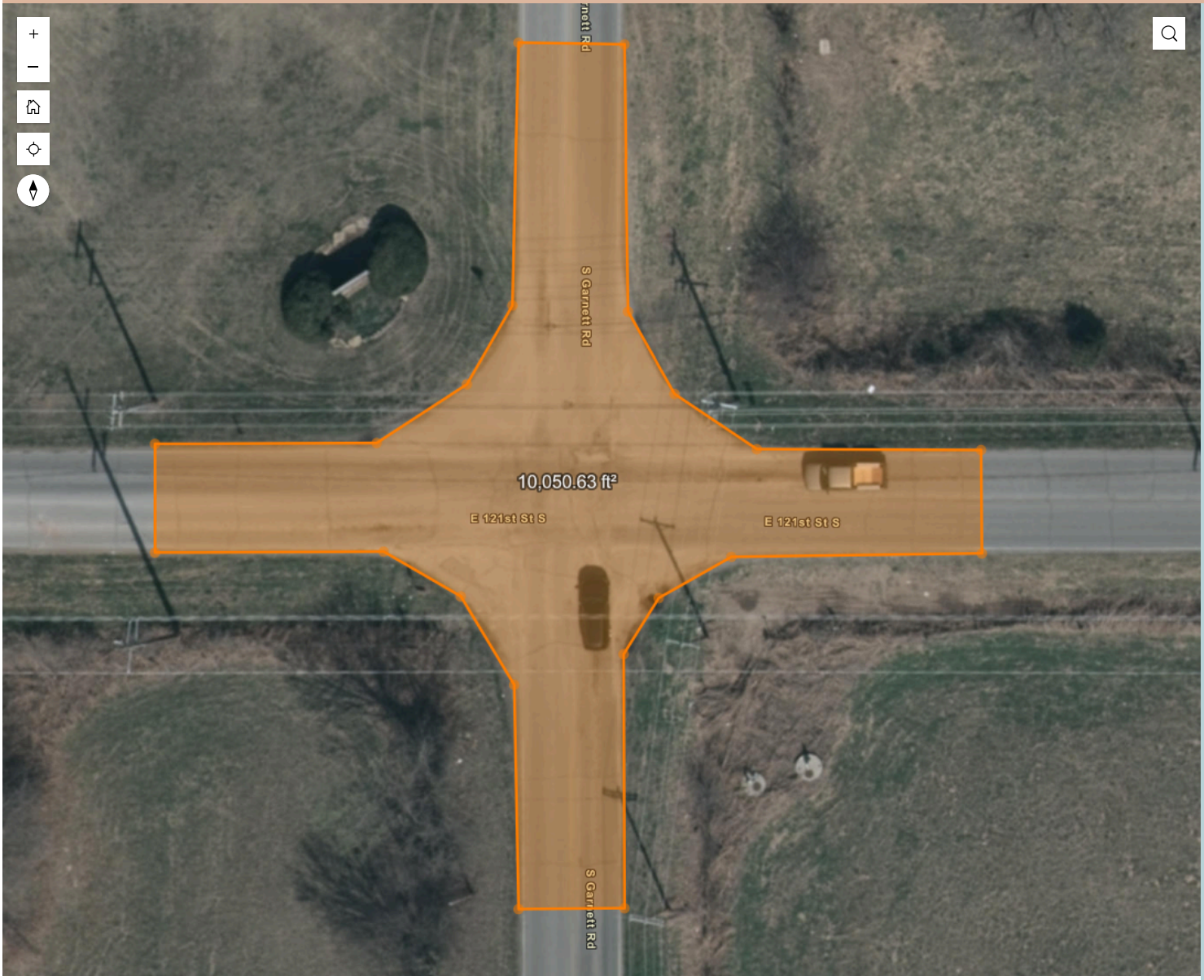
Attest:

BY: \_\_\_\_\_  
Kelly Dunkerley, Chairman

BY: \_\_\_\_\_  
Michael Willis, County Clerk

Approved as to Form:

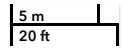
BY: \_\_\_\_\_  
Andrew Mihelich, Assistant District Attorney



## Layers

- Street Labels
- >  Tulsa County Road & Bridge Infrastructure
- >  Tulsa Pavement Condition Index
- >  Tulsa County Stormwater Infrastructure
- >  Tulsa County Facilities
- >  Tulsa County Projects
- >  Tulsa County Maintenance
- >  Tulsa County School Systems
- >  Reference Data (Source)

# EXHIBIT A



# Regular Agenda Item Commentary

## Item Title

Consider and/or approve the Interlocal Agreement with Tulsa County for 111th/Garnett Intersection, located in the City of Bixby, Oklahoma.

## Initiator

Nathan Radach

## Staff Information Source

Nathan Radach

## Background

Tulsa County, in partnership with City of Bixby, is proposing to provide improvements to the 111<sup>th</sup> Street/Garnett Intersection. Scope of work includes milling, patching (as required) and overlay. Total cost is estimated at \$60,000, allocated half cost to Broken Arrow, one fourth cost Tulsa County and one fourth cost to Bixby. Bixby's full investment is Not to Exceed \$15,000. Tulsa County will coordinate and schedule repairs.

## Exhibits

1. Interlocal Agreement - City of Bixby (111th & Garnett Intersection)

## Key Issue

Intersection Improvements

## Council Action

Approve or Deny

## Recommendation

Approve

## Item No: 5.

## Meeting Date

February 23, 2026

## Meeting

20260223 Bixby Public Works Authority Agenda

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BIXBY AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF TULSA, OKLAHOMA FOR THE MILL & OVERLAY OF THE 111<sup>th</sup> ST S & S GARNETT RD INTERSECTION**

**This Agreement**, by and between the Board of County Commissioners of the County of Tulsa, Oklahoma, hereinafter called "County" and the City of Bixby, Oklahoma, hereinafter called "City"; collectively referred to as "Parties".

**Witnesseth:**

**Whereas**, 69 O.S., 2021, Section 1903, authorizes the Board of County Commissioners to enter into Agreements with municipalities to construct, improve, and repair any of the streets of such municipalities, and;

**Whereas**, the County desires to participate in projects and to provide services that are mutually advantageous to the County and other units of government;

**Therefore**, in consideration of the covenants and conditions below, the Parties hereto agree as follows:

1. This Agreement shall be for the milling and asphalt overlay of the 111<sup>th</sup> St S & S Garnett Rd intersection ("Project") as shown in the attached Exhibit A.
2. Materials, equipment and labor including traffic control necessary to prepare and complete the Project shall be the responsibility of the County.
3. Upon project completion, County will invoice the City with Net 30 terms and City shall reimburse the County for 25% of the actual costs incurred by the County for the Project, not to exceed \$15,000.00 without written amendment agreed to and signed by both parties.
4. Unless terminated earlier, this Agreement shall be effective from and after the date of execution until the project is complete.
5. County will provide a minimum of thirty (30) calendar days' notice to City prior to the start of the Project.
6. The rights, duties, and obligations under or arising from this Agreement shall not be assigned by either party hereto without the express written consent of the other.
7. City and County agree that work performed by each party to prepare and complete the Project is the sole responsibility and liability of each individual party.

Furthermore, City acknowledges and agrees that the County provides no assurances regarding the durability or longevity of the finished Project.

- 8. This Agreement may be terminated or canceled by either party with or without cause, upon thirty-days (30) written notice of intention to terminate to the authorized representative of each party signed below. In the event this Agreement is terminated or canceled by either party, City shall compensate the County only for services performed and materials purchased up to the date of termination and/or cancellation.
- 9. Any modifications to this Agreement must be made by written amendment agreed to and signed by both Parties.

Approved by the City Council of the City of Bixby this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

City of Bixby:

Attest:

BY: \_\_\_\_\_  
Brad Girard, Mayor

BY: \_\_\_\_\_  
Shannon Duran, City Clerk

Approved as to Form:

BY: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

Approved by the Board of County Commissioners of the County of Tulsa, Oklahoma this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Tulsa County:

Attest:

BY: \_\_\_\_\_  
Kelly Dunkerley, Chairman

BY: \_\_\_\_\_  
Michael Willis, County Clerk

Approved as to Form:

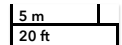
BY: \_\_\_\_\_  
Andrew Mihelich, Assistant District Attorney



## Layers

- Street Labels
- >  Tulsa County Road & Bridge Infrastructure
- >  Tulsa Pavement Condition Index
- >  Tulsa County Stormwater Infrastructure
- >  Tulsa County Facilities
- >  Tulsa County Projects
- >  Tulsa County Maintenance
- >  Tulsa County School Systems
- >  Reference Data (Source)

# EXHIBIT A



# Regular Agenda Item Commentary

**Item Title**

Consider and/or approve the Interlocal Agreement with Tulsa County for improvements to 131st/Garnett Intersection, located in the City of Bixby, Oklahoma.

**Initiator**

Nathan Radach

**Staff Information Source**

Nathan Radach

**Background**

Tulsa County, in partnership with City of Bixby, is proposing to provide improvements to the 131st Street/Garnett intersection. Scope of work includes milling, patching (as required) and overlay. Total cost is estimated at \$60,000, allocated half cost Tulsa County and half cost to Bixby. Bixby's full investment is Not to Exceed \$30,000. Tulsa County will coordinate and schedule repairs.

**Exhibits**

1. Interlocal Agreement - City of Bixby (131st & Garnett Intersection)

**Key Issue**

Intersection Improvements

**Council Action**

Approve or Deny

**Recommendation**

Approve

**Item No: 6.****Meeting Date**

February 23, 2026

**Meeting**

20260223 Bixby Public Works Authority Agenda

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BIXBY AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF TULSA, OKLAHOMA FOR THE MILL & OVERLAY OF THE 131<sup>ST</sup> ST S & S GARNETT RD INTERSECTION**

**This Agreement**, by and between the Board of County Commissioners of the County of Tulsa, Oklahoma, hereinafter called "County" and the City of Bixby, Oklahoma, hereinafter called "City"; collectively referred to as "Parties".

**Witnesseth:**

**Whereas**, 69 O.S., 2021, Section 1903, authorizes the Board of County Commissioners to enter into Agreements with municipalities to construct, improve, and repair any of the streets of such municipalities, and;

**Whereas**, the County desires to participate in projects and to provide services that are mutually advantageous to the County and other units of government;

**Therefore**, in consideration of the covenants and conditions below, the Parties hereto agree as follows:

1. This Agreement shall be for the milling and asphalt overlay of the 131<sup>st</sup> St S & S Garnett Rd intersection ("Project") as shown in the attached Exhibit A.
2. Materials, equipment and labor including traffic control necessary to prepare and complete the Project shall be the responsibility of the County.
3. Upon project completion, County will invoice the City with Net 30 terms and City shall reimburse the County for 50% of the actual costs incurred by the County for the Project, not to exceed \$30,000.00 without written amendment agreed to and signed by both parties.
4. Unless terminated earlier, this Agreement shall be effective from and after the date of execution until the project is complete.
5. County will provide a minimum of thirty (30) calendar days' notice to City prior to the start of the Project.
6. The rights, duties, and obligations under or arising from this Agreement shall not be assigned by either party hereto without the express written consent of the other.
7. City and County agree that work performed by each party to prepare and complete the Project is the sole responsibility and liability of each individual party.

Furthermore, City acknowledges and agrees that the County provides no assurances regarding the durability or longevity of the finished Project.

- 8. This Agreement may be terminated or canceled by either party with or without cause, upon thirty-days (30) written notice of intention to terminate to the authorized representative of each party signed below. In the event this Agreement is terminated or canceled by either party, City shall compensate the County only for services performed and materials purchased up to the date of termination and/or cancellation.
- 9. Any modifications to this Agreement must be made by written amendment agreed to and signed by both Parties.

Approved by the City Council of the City of Bixby this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

City of Bixby:

Attest:

BY: \_\_\_\_\_  
Brad Girard, Mayor

BY: \_\_\_\_\_  
Shannon Duran, City Clerk

Approved as to Form:

BY: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

Approved by the Board of County Commissioners of the County of Tulsa, Oklahoma this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Tulsa County:

Attest:

BY: \_\_\_\_\_  
Kelly Dunkerley, Chairman

BY: \_\_\_\_\_  
Michael Willis, County Clerk

Approved as to Form:

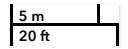
BY: \_\_\_\_\_  
Andrew Mihelich, Assistant District Attorney



## Layers

- Street Labels
- Tulsa County Road & Bridge Infrastructure
- Tulsa Pavement Condition Index
- Tulsa County Stormwater Infrastructure
- Tulsa County Facilities
- Tulsa County Projects
- Tulsa County Maintenance
- Tulsa County School Systems
- Reference Data (Source)

# EXHIBIT A



# Regular Agenda Item Commentary

## Item Title

Consider and/or approve Consent Order 25-264 as requested by Oklahoma Department of Environmental Quality, Water Quality Division regarding E. Coli permit limit violations and closure of the Bixby North Lagoons Treatment Facility.

## Initiator

Nathan Radach

## Staff Information Source

Nathan Radach

## Background

City of Bixby exceeded permit limit violations of E.Coli bacteria at the Wastewater Treatment plant (WWTP) in July of 2024 and May through September 2025 respectively (Reference page 3 of Consent Order). Public Works administration met with Jacobs, Inc (responsible contractor) regarding cause of exceedance. It was determined primary factor was failure of the Ultraviolet filtering system. The system has been repaired and functions appropriately, and additional stock of supplies (UV Bulbs, ballasts, etc) have been added to inventory to ensure timely repair and response if needed. See attached response from Jacobs, Inc to the ODEQ Notice of Violation for reference. Additionally, City is requesting a change in the sampling point to ensure a more accurate reading for future sampling. The Consent Order attached is watermarked as a "Draft". The original, paper copy is via USPS Mail and scheduled for delivery prior to the 2/23 Council Meeting.

## Exhibits

1. Bixby Public Works Authority CO No 25\_264

## Key Issue

Wastewater Testing

## Council Action

Approve or Deny

## Recommendation

Approve

Item No: 7.

## Meeting Date

February 23, 2026

**Meeting**

20260223 Bixby Public Works Authority Agenda

**STATE OF OKLAHOMA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
WATER QUALITY DIVISION**

**IN THE MATTER OF:**

Bixby Public Works Authority,

Respondent,

Case No. 25-264

Facility Nos. S-20407 and S-20438,  
OPDES Permit Nos. OK0026913 and  
OK0036153  
Problem(s): Permit Limit Exceedances

**CONSENT ORDER**

The parties to this case, the State of Oklahoma, ex rel. Department of Environmental Quality (“DEQ”) and the Bixby Public Works Authority (“Respondent”) agree to this Consent Order to resolve certain environmental compliance issues.

This Consent Order supersedes and closes Consent Order Case No. 19-265, agreed upon on February 11, 2020, and Addendum A to Consent Order Case No. 19-265, agreed upon on June 11, 2024. Also, this Consent Order supersedes and closes Notice of Violation No. S-20407-26-1 (“NOV 26-1”) issued to Respondent on January 22, 2026.

**FINDINGS OF FACT**

1. Respondent owns and operates a publicly owned treatment works (“POTW”), which serves the residents of the south side of the City of Bixby in Tulsa County, Oklahoma (“Southside”). The POTW consists of wastewater collection lines, appurtenances, and a sequential batch reactor (“SBR”) wastewater treatment plant (“WWTP”) located in the SE ¼, SE ¼, Section 13, Township 17 North, Range 13 East of the Indian Meridian, Tulsa County, Oklahoma. The POTW discharges treated wastewater effluent to the Arkansas River pursuant to OPDES Permit No. OK0026913, which DEQ issued to Respondent, and which became effective October 1, 2019.

2. Respondent owns and operates a second POTW, which serves the residents of the north side of the City of Bixby in Tulsa County, Oklahoma (“Northside”). This POTW consisted

of a wastewater collection system and an aerated lagoon WWTP located in the N ½, S ½, Section 11, Township 17 North, Range 13 East of the Indian Meridian, Tulsa County, Oklahoma. The OPDES Permit for this facility was discontinued on January 22, 2025, after the merger of the two POTWs, and the Northside WWTP is currently being closed.

3. On November 22, 2017, DEQ received an engineering report (“ER”) from Respondent describing the construction of the proposed new Southside WWTP. The ER proposed closure of the Southside lagoon cell No. 1, construction of an SBR WWTP in the footprint of the Southside lagoon cell No. 1, and placement of additional aeration equipment at the Northside and Southside WWTPs. DEQ approved the ER on April 18, 2019.

4. On May 22, 2019, DEQ received Plans and Specifications (“P&S”) for the construction of the proposed improvements to Respondent’s WWTPs. DEQ approved the P&S on June 3, 2019.

5. On February 11, 2020, Respondent and DEQ agreed to Consent Order Case No. 19-265 to resolve five-day biochemical oxygen demand (“BOD<sub>5</sub>”), *E. coli*, and Fecal Coliform violations under OPDES Permit Nos. OK0026913 and OK0036153 for the Southside and Northside, respectively.

6. On June 11, 2024, Respondent and DEQ agreed to amend Consent Order Case No. 19-265 with Addendum A to establish a new schedule for Respondent to complete the construction of improvements at the Northside and Southside WWTPs and for the construction of the new Southside WWTP.

7. On November 18, 2024, Elizabeth Denning, E.I., District Representative for DEQ, received a letter from Respondent’s contract engineering firm, Jacobs Engineering Group, Jacob Smith, Project Manager, stating that Respondent completed Task C of Addendum A, “Attain Compliance with the OPDES Permit.”

8. On January 22, 2025, the Northside’s OPDES Permit No. OK0036153 was discontinued after Respondent submitted an affidavit of no discharge on August 2, 2024. The Northside WWTP had no reported discharges for three (3) years prior to the submission of the affidavit.

9. Respondent is required to electronically submit Discharge Monitoring Reports (“eDMRs”) on a monthly basis. Since July 2024, Respondent has reported the following *E. coli* permit limit violations from the Southside WWTP:

Period	Parameter (Units)	Reported Results	Permit Limits
July 2024	<i>E. coli</i> , da. max., (CFU/100 mL)	410	406
May 2025	<i>E. coli</i> , geo mean, (CFU/100 mL)	172	126
May 2025	<i>E. coli</i> , da. max., (CFU/100 mL)	720	406
June 2025	<i>E. coli</i> , da. max., (CFU/100 mL)	480	406
Aug. 2025	<i>E. coli</i> , geo mean (CFU/100 mL)	144	126
Aug. 2025	<i>E. coli</i> , da. max., (CFU/100 mL)	440	406
Sept. 2025	<i>E. coli</i> , da. max., (CFU/100 mL)	640	406

10. On December 10, 2025, DEQ received a letter from Respondent, which formally requested “an extension of time to complete the North Lagoon closure.” The letter was signed by Joey Wiedel, City Manager for the City of Bixby.

11. On January 21, 2026, DEQ issued NOV 26-1 for *E. coli* permit limit exceedances from July 2024 to Sept. 2025 from the Southside WWTP. Respondent received NOV 26-1 on January 27, 2026. NOV 26-1 required Respondent to cease permit limit violations and submit a written response to DEQ within thirty (30) days of receipt. As of the date of this Consent Order, DEQ has not received a response from Respondent.

12. On February 5, 2026, Emily Snodgrass, District Representative for DEQ, discussed this Consent Order with Nathan Radach, Assistant Public Works Director for Respondent, via telephone. Ms. Snodgrass notified Mr. Radach that DEQ would be offering Respondent a Consent Order to resolve the issues related to the permit limit violations at the Southside WWTP. Ms. Snodgrass and Mr. Radach discussed the task schedule and the penalty that would be included in the Consent Order. Mr. Radach requested an opportunity to review a draft copy of the Consent Order before deciding whether an early resolution meeting was needed. On February 6, 2026, Ms. Snodgrass emailed a draft copy of the Consent Order to Mr. Radach for review.

13. Respondent and DEQ agree that it is beneficial to resolve this matter promptly and by agreement.

14. Respondent and DEQ waive the filing of a petition or other pleading, and Respondent waives the right to a hearing.

### CONCLUSIONS OF LAW

15. DEQ has regulatory jurisdiction and authority in this matter, and Respondent is subject to the jurisdiction and authority of DEQ under **27A Oklahoma Statutes (“O.S.”) § 1-3-101(B), 27A O.S. §§ 2-6-201 through 2-6-206**, and the rules promulgated thereunder at **OAC 252:606**.

16. Respondent and DEQ are authorized by **75 O.S. § 309(E)** and **27A O.S. § 2-3-506(B)** to resolve this matter by agreement.

17. By exceeding *E. coli* permit limits, Respondent violated **OAC 252:606-1-3(b)(3)(W)**, incorporating by reference **Title 40 of the Code of Federal Regulations (“C.F.R.”) § 122.41(a)**, which states, “The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Clean Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application.”

18. By exceeding *E. coli* permit limits, Respondent violated **OAC 252:606-3-6**, which states, “Applicants must comply with the terms of the permits that are issued.”

19. By exceeding *E. coli* permit limits, Respondent violated **OPDES Permit No. OK0026913, Part I(A)**, which specifies effluent limitations for the discharge parameter of *E. coli* from the WWTP.

20. By exceeding *E. coli* permit limits, Respondent violated **OPDES Permit No. OK0026913, Part III, Section C.4.b.**, which states, “The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of applicable state and federal laws and the Act, the Oklahoma Environmental Quality Code and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application.”

#### ORDER

21. Based on the above paragraphs, Respondent and DEQ agree, and it is ordered by the Executive Director as follows:

	Task	Date Due
A	Respondent shall begin implementation of the corrective actions outlined in the NOV 26-1 response.	April 1, 2026
B.	Respondent shall complete closure of the Northside lagoon and submit a certificate of closure to DEQ.	June 1, 2026
C.	Respondent shall attain six (6) months of compliance on the Southside with the discharge parameters for <i>E. coli</i> under OPDES Permit No. OK0026913.	September 1, 2026

22. The OPDES Act, 27A O.S. §§ 2-6-201 through 2-6-206, authorizes DEQ to seek penalties of up to Ten Thousand Dollars (\$10,000.00) per day of violation, for each day during

which a violation of the Act, Permit, associated rules, or Consent Order continues. Based on the facts and circumstances of this case, DEQ assesses a total penalty of Nine Thousand Dollars (\$9,000.00).

- a. Respondent agrees that within thirty (30) days after execution of this Consent Order, Respondent will pay Five Thousand Six Hundred Twenty-five Dollars (\$5,625.00) of the assessed penalty to DEQ.
- b. DEQ agrees to defer the remaining Three Thousand Three Hundred Seventy-five Dollars (\$3,375.00) subject to the following conditions:
  - i. If Respondent completes each of the task(s) listed in Paragraph 21 of this Consent Order by its due date, DEQ agrees to waive the portion of the deferred penalty allocated to that task in subparagraph (ii).
  - ii. Task A – \$1,000.00  
Task B – \$ 375.00  
Task C – \$2,000.00
  - iii. If Respondent fails to complete a task by the scheduled due date, the portion of the deferred penalty allocated to that task in subparagraph (ii) becomes immediately due and payable.

All penalty payments shall be by check or money order payable to the Oklahoma Department of Environmental Quality (or DEQ), showing the Case Number of this Consent Order, and delivered to:

Accounts Receivable  
Financial & Human Resources Management  
Oklahoma Department of Environmental Quality  
P.O. Box 2036  
Oklahoma City, Oklahoma 73101-2036

23. Respondent agrees that if Respondent fails to complete any of the task(s) by the specified due dates set forth in Paragraph 21 of this Consent Order, DEQ may assess stipulated penalties as follows:

TASK	PENALTY PER DAY
A.	\$140.00
B.	\$110.00
C.	\$140.00

Stipulated penalties begin to accrue on the day performance is due, with the total amount of stipulated penalties not to exceed Seventy-five Thousand Dollars (\$75,000.00).

24. If Respondent fails to pay any penalty, DEQ may bring a separate action for collection of the penalty in district court. An action by DEQ for the collection of a penalty does not affect Respondent's duty to complete the tasks required by this Consent Order.

### **GENERAL PROVISIONS**

25. DEQ has received delegation from the United States Environmental Protection Agency to implement and enforce the federal National Pollutant Discharge Elimination System ("NPDES") program. A portion of the implementation and enforcement program is to issue timely enforcement actions and impose appropriate penalties. The federal program calls for a significant increase in monetary penalties should this Consent Order be violated or future violations occur.

26. As used in this Consent Order, an "approvable" submission to DEQ is to be considered a final submission. That is, all preliminary discussions between DEQ and Respondent regarding the requirements of a submission must be concluded prior to the date the submission is due so that the submission will be approvable as submitted. If the submission is not submitted in an approvable form by its due date, the submission will be considered late, and Respondent will be subject to the stipulated penalties described in this Consent Order.

27. Respondent agrees to perform the requirements of this Consent Order within the time frames specified unless performance is prevented or delayed by events which are a "force majeure." For purposes of this Consent Order, a force majeure event is defined as any event arising from causes beyond the reasonable control of Respondent or Respondent's contractors, subcontractors, or laboratories which delay or prevents the performance of any obligation under this Consent Order. Examples are vandalism, fire, flood, labor disputes or strikes, weather conditions which prevent or seriously impair construction activities, civil disorder or unrest, and "acts of God." Force majeure events do not include increased costs of performance of the tasks agreed to in this Consent Order or changed economic circumstances. Respondent must notify DEQ in writing within fifteen (15) days after Respondent knows or should have known of a force majeure event that is expected to cause a delay in achieving compliance with any requirement of this Consent Order. Failure to submit notification within fifteen (15) days waives the right to claim a force majeure.

28. Respondent and DEQ may amend this Consent Order by mutual consent. Such amendments must be in writing, and the effective date of the amendments will be the date on which they are filed by DEQ. Any amendment to this Consent Order may require the payment of an administrative penalty.

29. Upon their approval by DEQ, any final reports, plans, specifications, schedules, and attachments required under this Consent Order are incorporated into it and enforceable under it. Failure to respond within a reasonable time to any errors, deficiencies, or other regulatory requirements identified by DEQ is a violation of this Consent Order.

30. No informal advice, guidance, suggestions, or comments by employees of DEQ regarding reports, plans, specifications, schedules, and other writings affect Respondent's obligation to obtain written approval by DEQ when required by this Consent Order.

31. Respondent agrees to allow agents of DEQ entry onto Respondent's property, at reasonable times and without advance notice, for the purposes of inspecting, sampling, testing, records review, and other authorized activities to assess compliance with Oklahoma statutes and rules and this Consent Order. If Respondent is required to sample or test, Respondent agrees to give DEQ reasonable notice of the sampling or testing date and time and allow DEQ to observe and/or split-sample.

32. Unless otherwise specified, any report, notice, or other communication required under this Consent Order must be in writing and must be sent to:

**For DEQ:**

Emily Snodgrass, District Representative  
Municipal Wastewater Enforcement Section  
Water Quality Division  
Oklahoma Department of Environmental Quality  
P.O. Box 1176  
Oklahoma City, Oklahoma 73101-1176  
Telephone: 405-702-8125  
Email: Emily.Snodgrass@deq.ok.gov

**For Respondent:**

Brad Girard, Chairman  
Bixby Public Works Authority  
P.O. Box 70  
Bixby, OK 74008  
Telephone: 918-366-4430  
Email: bgirard@bixbyok.gov

33. This Consent Order is enforceable as a final Consent Order of the Executive Director of DEQ. DEQ retains jurisdiction of this matter for the purposes of interpreting, implementing, and enforcing the terms and conditions of this Consent Order and for the purpose of resolving disputes.

34. Nothing in this Consent Order limits DEQ's right to take enforcement action for violations discovered or occurring after the effective date of this Consent Order.

35. Nothing in this Consent Order excuses Respondent from its obligation to comply with all applicable federal, state, and local statutes, rules, and ordinances. Respondent and DEQ agree that the provisions of this Consent Order are considered severable, and if a court of competent jurisdiction finds any provisions to be unenforceable because they are inconsistent with state or federal law, the remaining provisions will remain in full effect.

36. The provisions of this Consent Order apply to and bind Respondent and DEQ and their officers, officials, directors, employees, agents, successors, and assigns. No change in the ownership or corporate status of Respondent will affect Respondent's responsibilities under this Consent Order.

37. Compliance with the terms and conditions of this Consent Order fully satisfies Respondent's liability to DEQ for all allegations of noncompliance in this Consent Order. If Respondent satisfies the requirements of this Consent Order, DEQ will not pursue any other remedy, sanction, or relief that might otherwise be available to address the allegations of noncompliance in this Consent Order. Nothing in this Consent Order shall be deemed to satisfy Respondent's liability, if any, for actions or remedies not within the scope of authority of DEQ.

38. This Consent Order is for the purpose of settlement. Neither the fact that Respondent and DEQ have agreed to this Consent Order, nor the Findings of Fact and Conclusions of Law in it, shall be used for any purpose in any proceeding except the enforcement by Respondent and DEQ of this Consent Order and, if applicable, a future determination by DEQ of eligibility for licensing or permitting. As to others who are not parties to this Consent Order, nothing contained in this Consent Order is an admission of Respondent of the Findings of Fact or Conclusions of Law, and this Consent Order is not an admission by Respondent of liability for conditions at or near the Facility and is not a waiver of any right, cause of action or defense to which Respondent is otherwise entitled.

39. Respondent and DEQ agree that the venue of any action in district court for the purposes of interpreting, implementing, and enforcing this Consent Order will be Oklahoma County, Oklahoma.

40. The requirements of this Consent Order will be considered satisfied and this Consent Order terminated when Respondent receives written notice from DEQ that Respondent

has demonstrated that all the terms of the Consent Order have been completed to the satisfaction of DEQ, and that any assessed penalty has been paid.

41. The individuals signing this Consent Order certify that they are authorized to sign it and to legally bind the parties they represent.

42. This Consent Order becomes effective on the date of the latter of the two (2) signatures below.

**FOR RESPONDENT:**

**FOR DEPARTMENT OF ENVIRONMENTAL QUALITY:**

\_\_\_\_\_  
BRAD GIRARD  
Chairman

\_\_\_\_\_  
ROBERT D. SINGLETARY  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

DRAFT

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve awarding proposal for 121<sup>st</sup> Side Path project to Planning and Design Group (PDG) in the amount of \$62,000

INITIATOR: Nathan Radach

STAFF INFORMATION SOURCE: Nathan Radach

BACKGROUND: Consultant proposal for plans, specifications and estimates for a pathway on 121<sup>st</sup> Street (south side), from Mingo Road to 106<sup>th</sup> Street, with connections to existing sidewalks, crosswalks and other related infrastructure. This project is funded by Oklahoma Department of Transportation (ODOT) through INCOG through the Carbon Reduction Program funding. Proposal includes site survey, preliminary design, construction documents, bidding assistance and construction administration. Proposal cost not to exceed \$62,000.

EXHIBITS: Consultant Proposal

KEY ISSUE: Multimodal Pathway

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve.

ITEM NO: \_\_\_\_\_

MEETING DATE: 02-23-2026

MEETING: Public Works



February 17, 2026

Attn: Nathan Radach, PMP  
Assistant Public Works Director  
City of Bixby  
111 N. Cabaniss Ave.  
Bixby, Oklahoma 74008

RE: Request for Proposal for Landscape Architecture Services – Side-Path 121st East of Mingo between Mingo and 106<sup>th</sup>

Dear Mr. Radach:

We appreciate the opportunity to submit this proposal by PDG, LLC for your consideration for landscape architecture services pertaining to the Side-Path 121st East of Mingo project within the City of Bixby, OK. We can provide these services in the high quality that you and the City of Bixby would expect. We are regarded for the creative and comprehensive approach we utilize on all our projects.

We propose the following scope of services and fee schedule for your consideration.

## **PROJECT WORK PLAN**

### **TASK 1: Site Survey**

The survey area for the project consists of the existing site which includes parking areas, existing site elements, fencing, utilities, etc. PDG will work with a local surveyor and the City to provide a detailed survey base for the site. The survey scope will include but is not limited to:

1. Prepare a detailed topographical survey for the project areas: all substantial features (buildings, curb, sidewalk, paving, fences, grade breaks, signs, power poles, fences, walls, utilities etc.)
2. Benchmarks and permanent network control points will be throughout the limits of surveying support to be used for construction and future development.
3. Review by Professional Land Surveyor
4. Deliverables include the following:
  - a) Topographic Survey in CAD format
  - b) Right of Way survey (all property lines) in CAD format
  - c) All other materials used during the course of preparing the deliverables (field notes, parcel data, filed Certified Corner References, plats, etc.)

### **TASK 2: Preliminary Design Phase**

PDG will be working from base survey information for the work area provided as part of TASK 1 (PDG will coordinate survey completion), we will prepare preliminary plans as outlined from the following:

1. Design for the addition of a concrete trail, expansion of existing concrete walks, and connection to existing concrete.
2. This will be along 121<sup>st</sup> Street east of Mingo to 106<sup>th</sup> Street.
3. Provide Crosswalk Upgrades
4. Provide adjacent sidewalk extensions for connection to trail
5. Provide Tail Signage and Markings.
6. Meet all ODOT requirements for the trail.

### **TASK 3: Construction Document Phase**

Following the City of Bixby review and input of the preliminary plans, we will prepare the final bid plans, incorporating any revisions requested by the City. The following outlines the necessary activities within this phase:

1. Refine items in preliminary design phase, incorporating the Cities comments/input.
2. Develop construction drawings and specifications meeting ODOT style of plans
3. Meet all submission requirements at different stages of the design process.
4. Provide construction budget.

### **PHASE 4: Bidding Assistance Phase**

1. Assist the owner with Bidding.
2. Attend the Pre-Bid meeting.
3. Assist the owner in review of bids and award of contract.

### **PHASE 5: Construction Administration Phase**

1. Provide 12 hours of Construction Administration Assistance.
  - a. If work exceeds 12 hours, this will be billed at the hourly rates below.
2. Assist the owner with RFI responses.
3. Conduct on-site observations when requested.

### **Basic Compensation**

To execute the scope of services described in phases 1 through 5 above, the work will be performed for a Not to Exceed amount for fees with the following breakdown:

<b>BASIC DESIGN SERVICES</b>	
Survey	\$16,750.00
Preliminary Design	\$16,500.00
Construction Documents	\$24,750.00
Bidding Assistance	\$ 2,000.00
Construction Administration (12 Hours)	\$ 2,000.00
<b>TOTAL</b>	<b>\$62,000.00</b>

The above fee is based on an overall project budget of \$530,190.00. If the scope of work or construction budget is modified, PDG has the right to modify their scope and fee.

Billings for services are sent out monthly for work in progress or at the completion of the project or a specified phase of work. Terms of payment are "Net 30 Days" from the date of the invoice.

**Warranties**

We hereby warrant that all work performed hereunder will be performed in a timely, skillful, professional, and workmanlike manner. Each of our employees or contractors assigned to perform such work will have the proper skill, training, and background to perform and will perform the work in a competent and professional manner in all material respects. We further warrant that all work performed hereunder will be performed under the supervision of a licensed Landscape Architect and consistent with generally accepted industry standards and in accordance with this agreement.

**Reimbursable Expenses**

Reimbursable expenses are in addition to the Basic Compensation as set forth above in this proposal. Reimbursable expenses include actual expenditures made by Planning Design Group required by the project as follows:

1. Prints, photocopies and reproductions (excluding copies for office use) and all expendable supplies requested by the owner.
2. Travel expenses directly related to the project.
3. Fees required for City filings.

**Insurance Limits**

Planning Design Group meets all state insurance requirements with current limits are as follows:

1. Comprehensive Business Liability: \$1,000,000. Limit.
2. Worker's Compensation: \$100,000/500,000/100,000 limit.
3. Professional Liability: \$2,000,000 limit.

**Additional Services**

Any services requested which are not included in the basic scope of service in this proposal will be based on hourly rates or can be quoted as a lump sum upon request. All additional fees will be approved in advance by the owner.

Additional services may include:

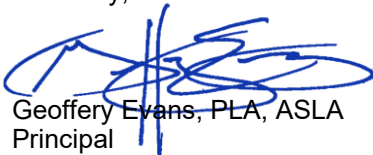
1. Character sketches or Sketch-Up models to illustrate concepts in three dimensions.

Hourly Rates

Principal.....	\$165.00
Associate Principal .....	\$155.00
Project Manager .....	\$135.00
Project Designer .....	\$120.00
Design I/Production .....	\$110.00
Design II/Production .....	\$100.00
Administration.....	\$ 95.00

We look forward to the opportunity of working with you on creating a quality project which all parties will be proud of.

Sincerely,



Geoffery Evans, PLA, ASLA  
Principal

The above is an acceptable procedure and Planning Design Group is hereby authorized to proceed as outlined herein.

By \_\_\_\_\_ Date \_\_\_\_\_  
Signature and Title

AGENDA ITEM COMMENTARY

ITEM TITLE: Authorize Mayor to sign Interlocal Agreement with Tulsa County for improvements to Harvard Avenue from 161<sup>st</sup> to 151<sup>st</sup> Streets.

INITIATOR: Nathan Radach

STAFF INFORMATION SOURCE: Nathan Radach

BACKGROUND: Tulsa County, in partnership with City of Bixby, is proposing to provide improvements to Harvard Avenue, from 161<sup>st</sup> Street to 151<sup>st</sup> Street to include milling, patching (as required) and overlay of the existing street. Tulsa County to provide all materials, equipment and labor for the mill and overlay, with Bixby reimbursing County the actual cost of said materials, equipment, and labor. Cost is estimated at approximately \$275,000 as broken down below:

2” Milling	\$77,000
Patching (~30%)	\$24,000
Leveling & 2” Overlay	\$170,000
<u>Pavement Striping</u>	<u>\$4,000</u>
Total Cost	\$275,000

EXHIBITS: Interlocal Agreement Harvard Ave

KEY ISSUE: Street/Intersection Improvements

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve.

ITEM NO: \_\_\_\_\_

MEETING DATE: 02-23-2026

MEETING: Council

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BIXBY AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF TULSA, OKLAHOMA FOR THE REHABILITATION OF HARVARD AVE FROM 161<sup>ST</sup> ST S TO 151<sup>ST</sup> ST S**

**This Agreement**, by and between the Board of County Commissioners of the County of Tulsa, Oklahoma, hereinafter called "County" and The City of Bixby, Oklahoma, hereinafter called "City"; collectively referred to as "Parties".

**Witnesseth:**

**Whereas**, 69 O.S., 2021, Section 1903, authorizes the Board of County Commissioners to enter into Agreements with municipalities to construct, improve, and repair any of the streets of such municipalities, and;

**Whereas**, the County desires to participate in projects and to provide services that are mutually advantageous to the County and other units of government;

**Therefore**, in consideration of the covenants and conditions below, the Parties hereto agree as follows:

1. This Agreement shall be for the scope of work ("Project") defined in the attached Exhibit A.
2. Materials, equipment and labor including traffic control necessary to prepare and complete the Project shall be the responsibility of the party/-ies defined in the attached Exhibit B.
3. City shall reimburse the County according to the reimbursement schedule and terms stated in the attached Exhibit C.
4. Unless terminated earlier, this Agreement shall be effective from and after the date of execution until the project is complete.
5. County will provide a minimum of thirty (30) calendar days' notice to City prior to the start of the Project.
6. The rights, duties, and obligations under or arising from this Agreement shall not be assigned by either party hereto without the express written consent of the other.
7. City and County agree that work performed by each party to prepare and complete the Project is the sole responsibility and liability of each individual party. Furthermore, City acknowledges and agrees that the County provides no assurances regarding the durability or longevity of the finished Project.

- 8. This Agreement may be terminated or canceled by either party with or without cause, upon thirty-days (30) written notice of intention to terminate to the authorized representative of each party signed below. In the event this Agreement is terminated or canceled by either party, City shall compensate the County only for services performed and materials purchased up to the date of termination and/or cancellation.
- 9. Any modifications to this Agreement must be made by written amendment agreed to and signed by both Parties.

Approved by the City Council of the City of Bixby this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

City of Bixby:

Attest:

BY: \_\_\_\_\_  
Brad Girand, Mayor

BY: \_\_\_\_\_  
Shannon Duran, City Clerk

Approved as to Form:

BY: \_\_\_\_\_  
, City Attorney

Approved by the Board of County Commissioners of the County of Tulsa, Oklahoma this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Tulsa County:

Attest:

BY: \_\_\_\_\_  
Kelly Dunkerley, Chairman

BY: \_\_\_\_\_  
Michael Willis, County Clerk

Approved as to Form:

BY: \_\_\_\_\_  
, Assistant District Attorney

**Exhibit A: Scope of Work**

**Preparation Type:** Mill & Patch  
**Final Treatment Type:** Asphalt Overlay w/ Leveling

Road Segment(s) to be Improved	Beginning (S or W point)	Ending (N or E point)	Segment Length (in miles)	% Owned by Tulsa County	% Owned by City of Bixby
Harvard Ave	161st St S	151st St S	1.00	0%	100%

*Total Ownership (in miles):*                    **0.00**                    **1.00**  
*Total Ownership (in %):*                    **0.0%**                    **100.0%**

**Exhibit B: Responsibilities**

**1. Preparation (Mill & Patch)**

- a. Materials required for Preparation are the responsibility of and shall be provided by:  
Tulsa County \_\_\_\_\_
- b. Equipment and labor, INCLUDING traffic control, required for Preparation are the responsibility of and shall be provided by:  
Tulsa County \_\_\_\_\_

**2. Final Treatment (Asphalt Overlay w/ Leveling)**

- a. Materials required for Final Treatment are the responsibility of and shall be provided by:  
Tulsa County \_\_\_\_\_
- b. Equipment and labor, EXCLUDING traffic control, required for Final Treatment are the responsibility of and shall be provided by:  
Tulsa County \_\_\_\_\_



# Regular Agenda Item Commentary

## Item Title

Discussion, consideration and possible vote for approval awarding consultant services for Leonard Service Area Water Line Replacements to Holloway, Updike and Bellen, Inc. (HUB) in the amount of \$117,100.00.

## Initiator

Dylan Warner

## Staff Information Source

Nathan Radach

## Background

Engineering services to provide Plans, Specifications and Estimates (PS & E) for replacement of approximately 12,700 LF of existing water line along South 145<sup>th</sup> East Avenue, north of East 171<sup>st</sup> Street South to East 146<sup>th</sup> Street South, as shown on the attached proposal (Reference page 16). The current line does not meet City specifications, and is not sized adequately (2") for the use or to meet required fire flows. Replacing the existing line will help provide adequate water supply to the residents in the area, and allow for additional development in the area. This project is funded through the City's Capital Outlay fund and will be identified as a capital improvement.

## Exhibits

1. Agreement for Leonard Area Waterline Replacements Draft 021226

## Key Issue

Water Infrastructure

## Council Action

Approve or Deny

## Recommendation

Approve

## Item No: 1.

## Meeting Date

February 23, 2026

## Meeting

20260223 Bixby Public Works Authority Agenda

**AGREEMENT  
FOR  
ENGINEERING SERVICES  
FOR  
LEONARD SERVICE AREA WATER LINE REPLACEMENTS**

THIS AGREEMENT, including Attachments, between the Bixby Public Works Authority, (Owner) and Holloway, Updike and Bellen, Inc. (Engineer);

**WITNESSETH:**

WHEREAS, Owner intends to construct improvements identified as Leonard Service Area Water Line Replacements:

**PROJECT:**

Leonard Service Area Water Line Replacements: Professional engineering services to design approximately 2,100 LF of 8" water line and 10,600 LF of 6" water line and appurtenances to replace existing water lines in the Leonard, Oklahoma service area.

WHEREAS, Owner requires certain engineering services (the Services) in connection with the Project; and,

WHEREAS, Engineer is prepared to provide the Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be the 24<sup>th</sup> day of February 2026.

**ARTICLE 2 - GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Oklahoma.

**ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER**

Engineer shall perform the Services described in Attachment A, Scope of Services. During the construction phase, the Engineer shall be the Owner's agent and representative with respect to all services of the Engineer that are required or authorized by the construction documents.

**ARTICLE 4 - COMPENSATION**

Owner shall pay Engineer in accordance with Attachment B, Compensation.

## **ARTICLE 5 - OWNER'S RESPONSIBILITIES**

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities and Special Conditions.

## **ARTICLE 6 - STANDARD OF CARE**

Engineer shall perform the Services undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable laws and regulations published and in effect at the time of performance of the Services. 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.

## **ARTICLE 7 - LIABILITY AND INDEMNIFICATION**

7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services; and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article.

7.2 Indemnification. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, or employees. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Article 7.3, "Limitation of Liability."

7.3 Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer, Engineer's officers, directors, partners, employees, agents, and subconsultants, to Owner, and anyone claiming by, through, or under Owner for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Engineer or \$50,000 whichever is greater.

7.4 Mutual Waiver. To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, and partners, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

7.5 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

#### **ARTICLE 8 - INSURANCE**

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each accident.
- (3) Workers' Compensation Insurance and Employer's liability Insurance in accordance with statutory requirements.
- (4) Professional Liability Insurance, with a limit of \$2,000,000 annual aggregate.

Engineer shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. All Project contractors shall be required to include Owner and Engineer as additional insureds on their General Liability insurance policies and shall be required to indemnify Owner and Engineer to the same extent.

#### **ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY**

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

#### **ARTICLE 10 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS**

Provided that the Engineer has acted in good faith, Engineer shall not be liable to Owner for breach of contract or for negligent error or omission in failing to detect, prevent, or report the failure of any contractor, subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to the Owner, failure to finish or construct the Project in accordance with the plans and specifications, or failure to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards.

#### **ARTICLE 11 - OPINIONS OF COST AND SCHEDULE**

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, Engineer's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will conform to Engineer's cost estimates or that actual schedules will conform to Engineer's projected schedules. Engineer shall complete the services within the time frame outlined on Attachment D, Schedule, subject to conditions which are beyond the control of the Engineer.

## **ARTICLE 12 - REUSE OF DOCUMENTS**

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall defend, indemnify, and hold harmless Engineer against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

## **ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the property of Owner provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer. The Owner may use said documents for their own use at no cost to the Owner.

## **ARTICLE 14 - TERMINATION**

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses in such amount as agreed upon by the Owner and Engineer.

## **ARTICLE 15 - DELAY IN PERFORMANCE**

Neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods, earthquakes, fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

**ARTICLE 16 - COMMUNICATIONS**

Any communication required by this Agreement shall be made in writing to the addresses specified below with a copy to the Owner’s attorney:

Engineer:                   Holloway, Updike and Bellen, Inc.  
                                  2001 N Willow Avenue  
                                  Broken Arrow, OK 74012  
                                  Attention: Stephen Tolar, PE, SE, President

Owner:                        Bixby Public Works Authority  
                                  116 W Needles Ave.  
                                  Bixby, OK 74008  
                                  Attention: Joey Wiedel, City Manager

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

**ARTICLE 17 - WAIVER**

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

**ARTICLE 18 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**ARTICLE 19 - INTEGRATION**

This Agreement represents the entire and integrated Agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

**ARTICLE 20 - SUCCESSORS AND ASSIGNS**

To the extent permitted by Article 21, Owner and Engineer each binds itself and its successors and assigns to the other party to this Agreement.

**ARTICLE 21 - ASSIGNMENT**

Neither Owner nor Engineer shall assign its duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

**ARTICLE 22 - THIRD PARTY RIGHTS**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

**ARTICLE 23 – AUTHORIZATION TO PROCEED**

The Owner will issue the Engineer a written “Notice to Proceed” as authorization to proceed with the work.

(Remainder of page left blank)

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

**OWNER:**  
BIXBY PUBLIC WORKS  
AUTHORITY

**ENGINEER:**  
HOLLOWAY, UPDIKE  
AND BELLEN, INC.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
President

(SEAL)

(SEAL)

ATTEST: \_\_\_\_\_  
Secretary

ATTEST: \_\_\_\_\_  
(Assistant Secretary)

**ATTACHMENT A  
TO  
AGREEMENT FOR ENGINEERING SERVICES  
BETWEEN  
BIXBY PUBLIC WORKS AUTHORITY, OWNER  
AND  
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER  
FOR  
LEONARD SERVICE AREA WATER LINE REPLACEMENTS**

**SCOPE OF SERVICES**

**I. SCOPE OF THE PROJECT**

The project consists of professional services to design approximately 2,100 LF of 8" water line and 10,600 LF of 6" water line and appurtenances to replace existing water lines in the Leonard, Oklahoma service area. See Exhibit A for a project location map. Work will include design of the following improvements:

- Approximately 10,600 LF of 6" water line
- Approximately 2,100 LF of 8" water line
- Water line connections and isolation valves
- Air release valves
- Fire hydrant assemblies
- Other appurtenances as required

**II. SCOPE OF SERVICES**

**A. Engineering Report and Environmental Information Document:**

1. FACT formatted Engineering Report and Environmental information Document are not required as the Owner intends to construct the project with local funds.
2. Engineer will complete the ODEQ Engineering Report (Short Form) and provide a Hydraulic Analysis Report for ODEQ construction permitting.

**B. Field Survey and Preliminary Design:**

1. The Engineer will conduct a field survey of the proposed project to establish Statutory ROW. Design will be based off of aerial topography using 2' contours.

2. The Engineer shall prepare preliminary plans and specifications for the proposed work. The preliminary plans and specifications shall be an abbreviated form of the final plans and specifications, completed to the extent that the design concept is demonstrated and the major features, materials and equipment can be reviewed by the Owner.
  3. The Engineer shall update the Opinion of Probable Cost based on the preliminary plans and specifications.
  4. The Engineer shall provide the Owner with four copies of the preliminary plans and specifications and Opinion of Probable Cost Estimate. Plans shall be on 11" X 17" format acceptable to the ODEQ. A meeting shall be held to review the Owner's comments. Comments agreed upon by all parties shall be incorporated into the final design.
- C. Easement Documents (Not Required)
- D. Final Design: The Final Design shall proceed on the basis of the approved Preliminary Design as described above. The following services shall be provided in the preparation of the Final Design.
1. The Engineer shall finalize the plans and specifications as is necessary for bidding and construction of the proposed project including bid forms, general conditions, bonds, special conditions, advertisement for bids and information for bidders.
  2. The Engineer shall prepare an updated Opinion of Probable Cost based on the final design.
  3. The Engineer shall provide the Owner with four copies of the final plans and specifications for review by the Owner. A meeting shall be held to review the Owner's comments. Comments agreed upon by all parties shall be incorporated into the final design.
- E. Bidding Services: The Engineer will furnish bidding phase services as described below:
1. Advertising for Bids. Assist Owner in advertising for and obtaining bids for construction of the Project to include issuing bidding documents to interested parties, and maintaining a record of those to whom bidding documents have been issued.
  2. Bidders Questions. Engineer shall receive and respond to, in an appropriate manner, all questions of bidders and other interested

parties during the course of the bid period.

3. Addenda. Issue addenda as appropriate or as directed by Owner to interpret, clarify or expand the bidding documents.
  4. Equivalency Determinations. Consult with Owner and make recommendations concerning the acceptability of substitute materials and equipment proposed by bidder(s) when substitution prior to the award of contracts is allowed by the bidding documents.
  5. Prebid Conference. The Engineer shall conduct a prebid conference on the Owner's behalf. The Engineer shall plan and conduct the meeting and answer questions posed by the contractors.
  6. Bid Opening and Contract Preparation. Attend the bid opening, prepare bid tabulation sheets and assist Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services.
  7. The Engineer shall prepare an Engineer's Cost Estimate and submit it to the Owner prior to the opening of bids.
- F. Engineering Services During Construction: Engineer shall provide the construction administration services as summarized below:
1. Pre-Construction Conference. Engineer shall conduct the pre-construction conference and issue the necessary memorandum. The conference shall initialize the construction administration services on each individual Project.
  2. Construction Progress Meetings. Engineer will attend up to two (2) monthly construction progress meeting held by the Owners Staff.
  3. Reporting. Reporting of the daily construction activities is NOT INCLUDED.
  4. Submittal Review. Engineer shall review Contractor's material submittals, equipment shop drawings, and material test certifications for compliance with the approved plans and specifications.
  5. Contractor's Claims. Engineer shall evaluate to present options and opinions for consideration by the Owner on claims submitted by the contractors.
  6. Change Orders. Evaluate and prepare change orders necessary for the Project and make recommendations to Owner.

7. Resident Project Representation. NOT INCLUDED
  8. Visual Documentation. NOT INCLUDED
  9. Final Inspections. After completion of the punch lists generated by a pre-final inspection, Engineer shall coordinate and conduct the final inspection with all interested parties to the Project.
  10. Acceptance. Prior to final acceptance of the Project, Engineer shall review all contractual requirements of the Contractor and, only upon full receipt and satisfaction of those requirements, recommend acceptance of the Project by the Owner.
  11. Clarifications. Engineer shall provide decisions and clarifications in accordance with the construction contract documents on questions regarding the work or intent of the Project requirements.
  12. Field Changes. Engineer shall review proposed field changes covering modifications or revisions necessitated by field conditions or the requests of the Owner. Engineer shall make appropriate recommendations and coordinate the final changes.
  13. Record Drawings. From information provided by the Contractor the, Engineer shall update electronic files (ACAD) of construction drawings to reflect the "as-constructed" configuration of the Project. Engineer shall submit to Owner three sets of reproducible record drawings at completion of the Project.
  14. Warranty Coordination. Engineer shall track the dates of beneficial occupancy of all portions of the Project and coordinate any warranty work with Contractor which is necessary during the one-year warranty period.
- G. Construction Services Contingency: Should the Contractor fail to complete the Project in the contracted construction period (as identified in the bid documents of the Project and as formally adjusted for weather considerations and additional work not associated with Owner-requested scope changes), the Engineer shall provide continuing construction services. The services to be provided shall be identical in nature to the services identified in previous sections of this detailed scope of services and shall be considered as additional services. Compensation for additional services will be in accordance with the attached Hourly Rates.

**ATTACHMENT B  
TO  
AGREEMENT FOR ENGINEERING SERVICES  
BETWEEN  
BIXBY PUBLIC WORKS AUTHORITY, OWNER  
AND  
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER  
FOR  
LEONARD SERVICE AREA WATER LINE REPLACEMENTS**

**COMPENSATION**

**I. PAYMENTS FOR SERVICES OF THE ENGINEER:**

- A. Basic Engineering Services. For basic engineering services performed under the Scope of Services in Attachment A, the Owner shall pay the Engineer the following lump sum amounts:

Task	Fee
Preliminary Design	\$60,000.00
Final Design	\$47,100.00
Bidding Services	\$4,000.00
Services During Construction	\$6,000.00
Total Fee	\$117,100.00

- B. Additional Engineering Services. For pre-authorized services performed by the Engineer which are outside the Scope of Services outlined in Attachment A of this Agreement, the Owner will pay the Engineer an amount equal to actual hourly salary rates paid by the Engineer to personnel assigned to the Project times 2.8, plus subcontract work, if any, and direct expenses at cost.

**II. TIMES OF PAYMENT:** Invoices are due and payable within 30 days of date of invoice.

- A. Basic Engineering Services. For the basic engineering services performed under Section II of the Scope of Services in Attachment A, monthly payments shall be made in proportion to services performed.
- B. Additional Engineering Services. For additional engineering services, monthly payments by the Owner shall be based on detailed invoices from Engineer for work completed.

**ATTACHMENT C  
TO  
AGREEMENT FOR ENGINEERING SERVICES  
BETWEEN  
BIXBY PUBLIC WORKS AUTHORITY, OWNER  
AND  
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER  
FOR  
LEONARD SERVICE AREA WATER LINE REPLACEMENTS  
OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS**

**I. OWNER RESPONSIBILITIES**

1. Owner shall furnish to Engineer all available information pertinent to the Project including previous reports and any other data relative to design and construction of the Project. However, by providing this information the Owner does not in any way guarantee the accuracy of the information.
2. Owner shall furnish and make all provisions for the Engineer to enter upon public or private property as required for the Engineer to perform his Services under this Agreement.
3. Owner shall be responsible for all permit fees.
4. No ROW acquisition is anticipated. If required Owner shall be responsible for all land/easement acquisition procurement, costs and filing of the required legal documents.
5. Owner shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the Engineer and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Engineer.
6. Owner shall designate in writing a person to act as its representative in respect to the work to be performed under this Agreement, and such person shall have complete authority to transmit instructions, receive information, interpret, and define Owner's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Agreement.
7. Owner shall furnish legal assistance as required in the preparation, review, and approval of construction documents.
8. Owner shall furnish assistance in locating existing underground utilities and

in expediting their relocation in preparation for construction.

9. Owner shall furnish such physical testing for quality control and quality assurance during construction as may be required by the construction contract documents, or as required for design changes merited during construction due to unforeseen circumstances, including geotechnical services.
10. Owner will assist engineer in procuring appropriate 3-phase electrical service at the to be determined booster pump station site. Owner will provide all coordination and costs associate with obtaining electrical meter and service.

## **II. SPECIAL CONDITIONS**

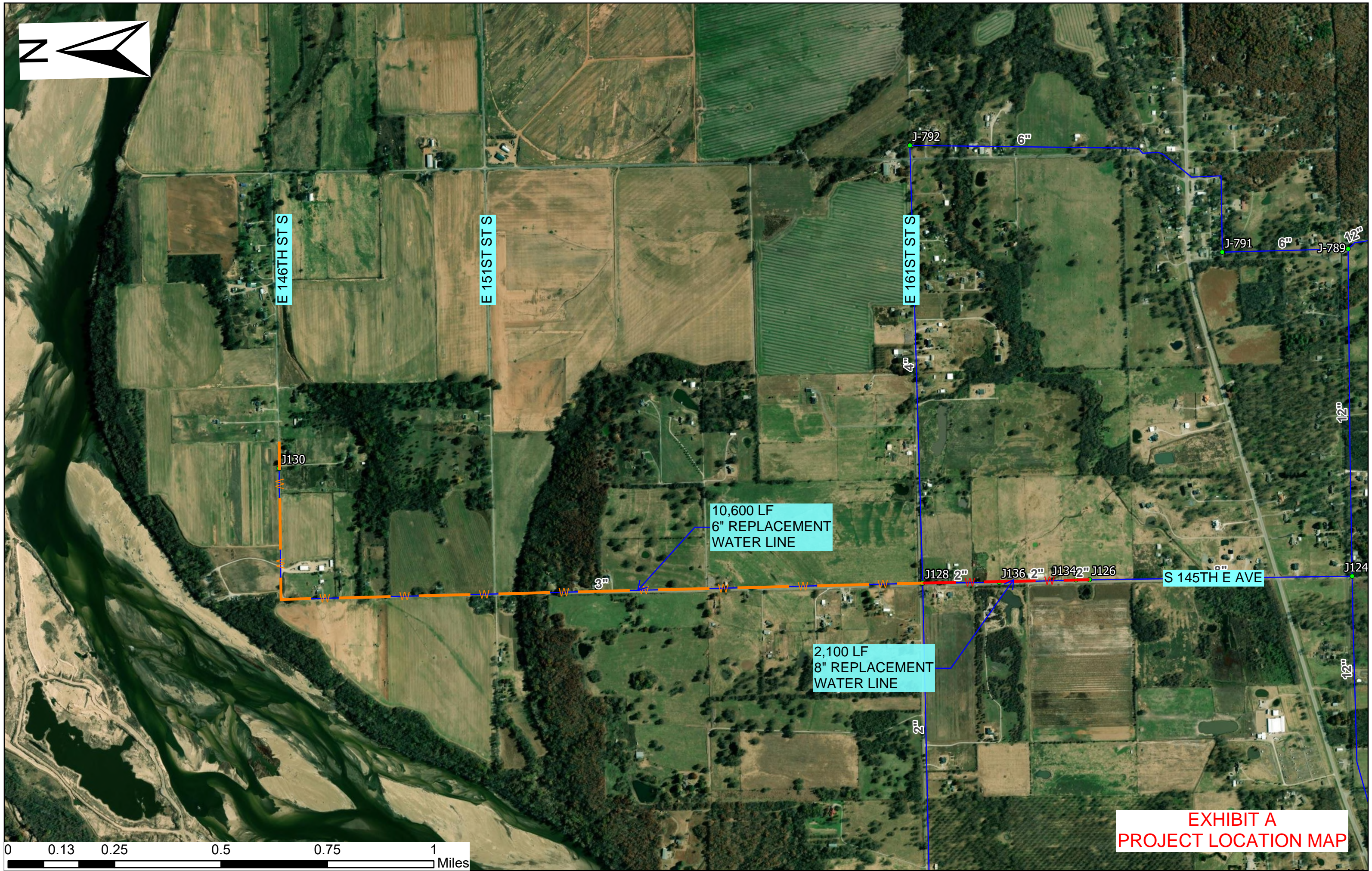
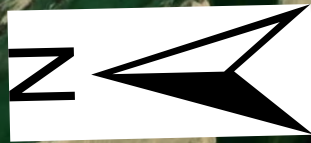
None.

**ATTACHMENT D  
TO  
AGREEMENT FOR ENGINEERING SERVICES  
BETWEEN  
BIXBY PUBLIC WORKS AUTHORITY, OWNER  
AND  
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER  
FOR  
LEONARD SERVICE AREA WATER LINE REPLACEMENTS**

**SCHEDULE**

The work shall be completed in accordance with the following schedule:

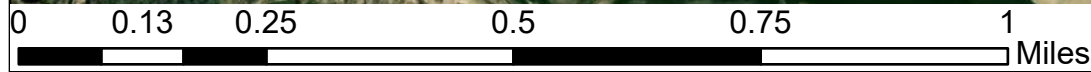
Task	Days from Notice to Proceed (or Actual Required Date)
Preliminary Design	21
Final Design	14
Advertise	28
Award	30
Start Construction	TBD
Complete Construction	TBD



10,600 LF  
6" REPLACEMENT  
WATER LINE

2,100 LF  
8" REPLACEMENT  
WATER LINE

**EXHIBIT A  
PROJECT LOCATION MAP**





**HOLLOWAY, UPDIKE AND BELLEN, INC.**

Consulting Engineers  
 2001 N Willow Ave  
 Broken Arrow, OK 74012  
 (918) 251-0717

Sheet: 1 of 1

Date: 2/12/2026

By: Stephen Tolar

**CONCEPTUAL COST ESTIMATE**

**PROJECT: CITY OF BIXBY**  
**LEONARD SERVICE AREA**  
**8" AND 6" WATER LINE REPLACEMENTS**

Item No.	Description	Unit	Estimated		
			Total Quantities	Unit Costs	Total Costs
1	Mobilization	LS	1	\$50,000.00	\$50,000.00
2	SWPPP	LS	1	\$7,500.00	\$7,500.00
3	ROW Restoration	LF	12,700	\$5.00	\$63,500.00
4	Seeding/Sodding	LF	12,700	\$1.50	\$19,050.00
5	6" C900 DR14 Water Line	LF	10,600	\$75.00	\$795,000.00
6	8" C900 DR14 Water Line	LF	2,100	\$110.00	\$231,000.00
7	6" Gate Valve (Complete)	EA	8	\$1,500.00	\$12,000.00
8	8" Gate Valve (Complete)	EA	3	\$2,500.00	\$7,500.00
9	8" Main Connections (Tees, Sleeves and Fittings)	EA	3	\$10,000.00	\$30,000.00
10	Service Reconnections (Short)	EA	15	\$1,250.00	\$18,750.00
11	Service Reconnections (Long)	EA	15	\$2,500.00	\$37,500.00
12	1" ARV & Vault	EA	5	\$5,500.00	\$27,500.00
13	3-way Fire Hydrant Assembly (Complete)	EA	16	\$9,100.00	\$145,600.00
Subtotal					\$1,444,900.00
Construction Allowance					\$10,000.00
Subtotal Construction Cost					\$1,454,900.00
Contingencies		%		15%	\$218,200.00
<b>Total Construction Cost</b>					<b>\$1,673,100.00</b>
Engineering		%		7%	\$117,100.00
<b>Total Project Cost</b>					<b>\$1,790,200.00</b>