



City of Bixby Amended Bixby Public Works Authority Meeting Agenda

Monday, April 13, 2026

**Immediately Following the
City Council Meeting**

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

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

Call to Order

Chairman

Roll Call

Shannon Duran, City Clerk

Consent Agenda

Secretary's Report

Consider and Approve:

- 1) Minutes for the Bixby Public Works Authority Meeting dated March 23, 2026.
- 2) Consideration and possible approval authorizing City of Bixby to extend contracts with City's approved mowing/vegetation control contractors for the 2026 mowing season. Approved mowing contractors are Prodigy Lawn and Care, Heartland Lawn Care, and Boca Outdoors, LLC.
- 3) Consideration and possible approval authorizing Mayor to approve an agreement with Holloway, Updike and Bellen, Inc. (HUB Engineer) for the design of the Bixhoma Lake Road 12" Water line Replacement in the amount of \$105,000 for the design of installation of 5,600 LF of water line and appurtenances to replace the existing water line located in the Leonard service area.
- 4) Consideration and possible approval authorizing Mayor to approve an agreement with Holloway, Updike and Bellen, Inc. (HUB Engineer) to serve as Engineer of Record for the City of Bixby's portion of the Spartan Creek Development Project in the amount of \$144,300 for the design of water line, sewer line and appurtenances to serve the Spartan Creek development area.
- 5) Consideration and possible approval authorizing Mayor to approve an agreement with Holloway, Updike and Bellen, Inc. (HUB Engineer) for the design of the Sheridan Water line extension to 141st Street in the amount of \$69,100 for the

design of installation of 2,800 LF of 12" water line and appurtenances to improve services in the North Sheridan service area.

- 6) Consideration and possible approval authorizing Mayor to approve an agreement with Holloway, Updike and Bellen, Inc. (HUB Engineer) for the design of the Leonard Service Area Water Line Replacements Phase 2 in the amount of \$345,000 for the design of installation of 10,200 LF of 8" water line, 31,100 LF of 6" water line, and appurtenances to replace the existing water line located in the Leonard service area.
- 7) Consideration and approval of purchase of three (3) bypass pumps in the amount of \$108,014.23 each for a total cost of \$324,042.69 from United Rentals, Inc.
- 8) Consideration and/or approval of the purchase of an Envirosight pipe inspection camera system, for the use of water and stormwater inspections in the amount of \$153,404.43 to Envirosight under Sourcewell Contract #120721-EVS.
- 9) Consideration and/or approval of the purchase of an Asphalt Patch Truck in the amount of \$292,010 from PB Loader Corporation for minor patching of streets and transportation infrastructure through Sourcewell Contract 050625-PBL.
- 10) Consideration and approval of purchase of Caterpillar Model 315 Hydraulic Excavator in the amount of \$205,000 from Warren Cat Inc. through Sourcewell Contract 011723-CAT.
- 11) Consideration and approval of purchase of a VacHunter Combo 3300 Single Tank Vactor Truck in the amount of \$388,667.50 from Texas Underground/Pipehunter through State Contract
- 12) Consider and/or possible action to enter into a contract with CBEW for the FY-26 audit in the amount of \$10,700 (BPWA portion).
- 13) Consideration and/or approval of the purchase of a snow plow and spreader attachments for dump truck in the amount of \$56,450.00 to Industrial Truck Equipment through the Sourcewell Contract #062222-VCM.
- 14) Consideration and/or approval of the purchase of six (6) Ford vehicles in the amount of \$358,741.48 to Bill Knight Automotive through Oklahoma State Contract SW0035.
- 15) Consideration and/or approval of the purchase of a Kubota SSV Skid Steer Loader with No-Flat Tires in the amount of \$61,155.93, to Stewart martin Equipment Company through Sourcewell Contract 2948852
- 16) Consideration and/or approval of the purchase of Western Star 47X Dump Truck with snow plow & spreader in the amount of \$325,573.01 to the company Industrial Truck Equipment (I.T.E.) through Sourcewell Contract #062222-VCM.

Regular Agenda

- 1) No Regular Agenda Items.

2) Adjournment

Notice

This Notice and Amend Agenda was posted on the bulletin board this day of April 10, 2026, on or before 5:00 p.m., at City Municipal Building, 111 N. Cabaniss Avenue, Bixby, Oklahoma, 74008.

Respectfully Submitted

Shannon Duran
City Clerk

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

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

For Special Accommodations

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

Consent Agenda Item Commentary

Item Title

Minutes for the Bixby Public Works Authority Meeting dated March 23, 2026.

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

1. 20260323 Bixby Public Works Authority Agenda Minutes

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

April 13, 2026

Meeting

20260413 Bixby Public Works Authority Agenda

Bixby Public Works Authority Meeting Minutes

Bixby Municipal Building
111 N. Cabaniss Ave., Bixby, OK 74008
March 23, 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 March 19, 2026, on or before 5:00 p.m.

Call to Order

Mayor Girard called the Bixby Public Works Authority Meeting to order at 6:41 pm.

Roll Call

Candyce Karpe, Assistant City Clerk, called the roll, and the following were present:

Members Present:

Mayor Girard
Vice Mayor Schultz
Councilor Hirshey
Councilor David
Councilor Payne

Staff Present:

Joey Wiedel, City Manager
Kim Coody, Interim Assistant City Manager
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
Bryan Toney, Public Information Officer

Consent Agenda

- 1) Minutes for the Bixby Public Works Authority Meeting dated 3/9/26.
- 2) Acknowledge receipt of the Oklahoma Department of Environmental Quality (O.D.E.Q.) Permit No. SLO00072260197, Facility No. S26913, Sanitary Sewer Extension, in the Reserve at Pecan Creek Subdivision, located in Bixby, Oklahoma.

- 3) Acknowledge receipt of the Oklahoma Department of Environmental Quality (O.D.E.Q.) Permit No. WL000072260198, PWSID No. OK3007243, Water Line Extension, in the Reserve at Pecan Creek Subdivision, located in Bixby, Oklahoma.
- 4) Consider and/or approve the invoice and payment for emergency water line repairs at Bentley Park, performed by Diversified Civil Contractors, LLC (DCC), in the amount of \$75,723.
- 5) Consider and/or approve the quote and payment for securing services from H2Mow for forty (40) days at a rate of \$2,500 per day, for a total cost of \$100,000, for clearing and dredging within the City's creeks, canals, and drainage areas.
- 6) Consider and/or approve the purchase of seventeen (17) replacement fire hydrants from Core & Main in the amount of \$58,594.00.

Mayor Girard said Items 1–6 on the Consent Agenda are up for discussion and consideration.

Mayor Girard asks for a motion to approve items 1–6. Vice Mayor Schultz made a motion to approve, seconded by Councilor Hirshey.

The vote was taken with the following results:

Carried:5-0

Ayes: Schultz, Hirshey, David, Payne, Girard

Nays: 0

Regular Agenda

- 1) No Regular Agenda Items

- 2) Adjournment

Adjournment was called at 6:44 pm.

Mayor

City Clerk

Consent Agenda Item Commentary

Item Title

Consideration and possible approval authorizing City of Bixby to extend contracts with City's approved mowing/vegetation control contractors for the 2026 mowing season. Approved mowing contractors are Prodigy Lawn and Care, Heartland Lawn Care, and Boca Outdoors, LLC.

Initiator

Nathan Radach

Staff Information Source

Nathan Radach

Background

Bixby currently contracts with three (3) different contractors for mowing and vegetation control throughout the City. Per the Contract verbiage, contracts can be extended via a letter of renewal, pending City Council approval. The three contractors have proven themselves to be competitively priced while offering a high level of quality. This will extend the contract through the remainder of the 2026 mowing season. Bidding and contracts will be reviewed and possibly revisited for the 2027 season.

Exhibits

1. 2026 Heartland Renewal Letter
2. 2026 Prodigy Renewal Letter
3. 2026 BOCA Renewal Letter

Key Issue

Mowing-Vegetation Control - Streets, Cemetery and Storm

Council Action

Approve or Deny

Recommendation

Approve

Item No: 2.

Meeting Date

April 13, 2026

Meeting

20260413 Bixby Public Works Authority Agenda



116 West Needles Ave.
P.O. Box 70
Bixby, OK 74008
T: 918.366.4430
www.bixbyok.gov

April 13, 2026

Mr. Brett Hopkins
Heartland Lawn Care
PO Box 994
Sapulpa, Ok 74067

RE: 2026 Property Maintenance Contract

Dear Mr. Hopkins:

Currently, your company holds a contract with the City of Bixby for the maintenance of City property as described below:

- **Group E- Cemetery** **- \$1,500.00/per pass**

If your intent is to renew this contract under the same terms provided in FY23-24 contract documents for the mowing season from April 2026 – October 2026, please sign and date below. Please respond no later than 4/17/2026.

_____ Date _____

Sincerely,

Nathan Radach
Nathan Radach
Assistant Public Works Director

Digitally signed by Nathan Radach
DN: cn=US, e=nradach@bixbyok.gov,
ou=City of Bixby, ou=Public Works,
cn=Nathan Radach
Date: 2026.04.08 11:00:54-0500



116 West Needles Ave.
P.O. Box 70
Bixby, OK 74008
T: 918.366.4430
www.bixbyok.gov

April 13, 2026

Mr. Ronnie Redding
Prodigy Lawn and Care
5618 E 188th Street
Bixby, Ok 74008

RE: 2026 Property Maintenance Contract

Dear Mr. Redding:

Currently, your company holds a contract with the City of Bixby for the maintenance of City property as described below:

- **Group D- South Bixby Arterials** - **\$1,350.00/per pass**

If your intent is to renew this contract under the same terms provided in FY19-20 contract documents for the mowing season from April 2026 – October 2026, please sign and date below. Please respond no later than 4/17/2026.

_____ Date _____

Sincerely,

Nathan Radach

Digitally signed by Nathan Radach
DN: cn=US, e=nradach@bixbyok.gov,
o=City of Bixby, ou=Public Works,
c=Nathan Radach
Date: 2026.04.08 11:03:01 -0500

Nathan Radach
Assistant Public Works Director



116 West Needles Ave.
P.O. Box 70
Bixby, OK 74008
T: 918.366.4430
www.bixbyok.gov

April 14, 2026

Ms. Catherine Hanna
BOCA Outdoors LLC
7047 Shortcut Road
Mounds, OK 74047

RE: 2026 Property Maintenance Contract

Dear Ms. Hanna:

Currently, your company holds a contract with the City of Bixby for the maintenance of City property as described below:

- **Group E:**
 - **Bixby Creek mowing (100 acres)** - \$5,500/per pass
 - **Bixby Creek spraying (per application, 2 min.)** - \$4,500/per pass
- **Group F:**
 - **Fry Ditch 1 mowing** - \$3,670/per pass
 - **Fry Ditch 2 mowing** - \$5,030/per pass
 - **Fry Tributary** - \$255/per pass
 - **Fry Ditch 1 spraying (per application, 2 min.)** - \$4,025/per pass
 - **Fry Ditch 2 spraying (per application, 2 min.)** - \$5,515/per pass
- **Group G:**
 - **Haikey Creek Flood Protection Channel Mowing** - \$8,500.00/per pass
 - **Spraying** - \$4,050.00/per pass

If your intent is to renew this contract under the same terms provided in FY25 contract documents from the mowing season from April 2026 – October 2026, please sign and date below. Please respond no later than 4/17/2026.

_____ Date _____

Sincerely,

Nathan Radach

Nathan Radach
Assistant Public Works Director

Digitally signed by Nathan Radach
DN: cn=Nathan Radach, o=City of Bixby, ou=Public Works,
email=nradach@bixbyok.gov,
date=2026.04.06 11:02:35-0500

Consent Agenda Item Commentary

Item Title

Consideration and possible approval authorizing Mayor to approve an agreement with Holloway, Updike and Bellen, Inc. (HUB Engineer) for the design of the Bixhoma Lake Road 12" Water line Replacement in the amount of \$105,000 for the design of installation of 5,600 LF of water line and appurtenances to replace the existing water line located in the Leonard service area.

Initiator

Dylan Warner

Staff Information Source

Nathan Radach

Background

Consultant services to design the replacement of approximately 5,600 LF of 12" steel water line along Bixhoma Lake Road located in the Leonard service area. This line has experienced multiple failures within the past couple of years, and cost to repair are significant since a portion of the line is located under the existing road. The future expansion of the Bixhoma Lake pump station is anticipated to create further repair needs as the entire region is upgraded to better serve the community and bring up to minimum fire flow standards. The services include reroute of the water line along the edge of the road, and upgrading materials to poly/pvc versus the existing steel line. Cost of the agreement is \$105,000, this will be paid out of the Sales Tax Revenue, which must be expended no later than 12/31/2026.

Exhibits

1. Agreement for Bixhoma Lake Road Waterline Replacement Draft 021826

Key Issue

Water Infrastructure

Council Action

Approve or Deny

Recommendation

Approve

Item No: 3.

Meeting Date

April 13, 2026

Meeting

20260413 Bixby Public Works Authority Agenda

**AGREEMENT
FOR
ENGINEERING SERVICES
FOR
BIXHOMA LAKE ROAD 12" WATER LINE REPLACEMENT**

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 Bixhoma Lake Road 12" Water line Replacement:

PROJECT:

Bixhoma Lake Road 12" Water Line Replacement: Professional engineering services to design approximately 5,600 LF of 12" water line and appurtenances to replace existing water line along Bixhoma Lake Road located 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 XXth day of March 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
BIXHOMA LAKE ROAD 12" WATER LINE REPLACEMENT**

SCOPE OF SERVICES

I. SCOPE OF THE PROJECT

The project consists of professional services to design approximately 5,600 LF of 12" water line and appurtenances to replace the existing Bixhoma Lake Road 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 5,600 LF of 6" 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 as necessary to complete the work described.
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

1. Engineer shall prepare ROW documents as required for up to 5 new easement acquisitions.
2. The Engineer shall determine the ownership of the properties to be affected by the project through a title search and/or review of existing easements provided by Owner.
3. The Engineer shall provide land surveys as necessary to determine the permanent and temporary easements required to construct the project.
4. The Engineer shall prepare legal descriptions for the permanent and temporary easements. It is anticipated that no more than 5 additional easements will be required.
5. The Engineer shall provide maps of easements to be acquired.

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
BIXHOMA LAKE ROAD 12" WATER LINE REPLACEMENT

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	\$55,000.00
Final Design	\$40,000.00
Bidding Services	\$4,000.00
Services During Construction	\$6,000.00
Total Fee	\$105,000.00

- 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
BIXHOMA LAKE ROAD 12" WATER LINE REPLACEMENT
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. 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.

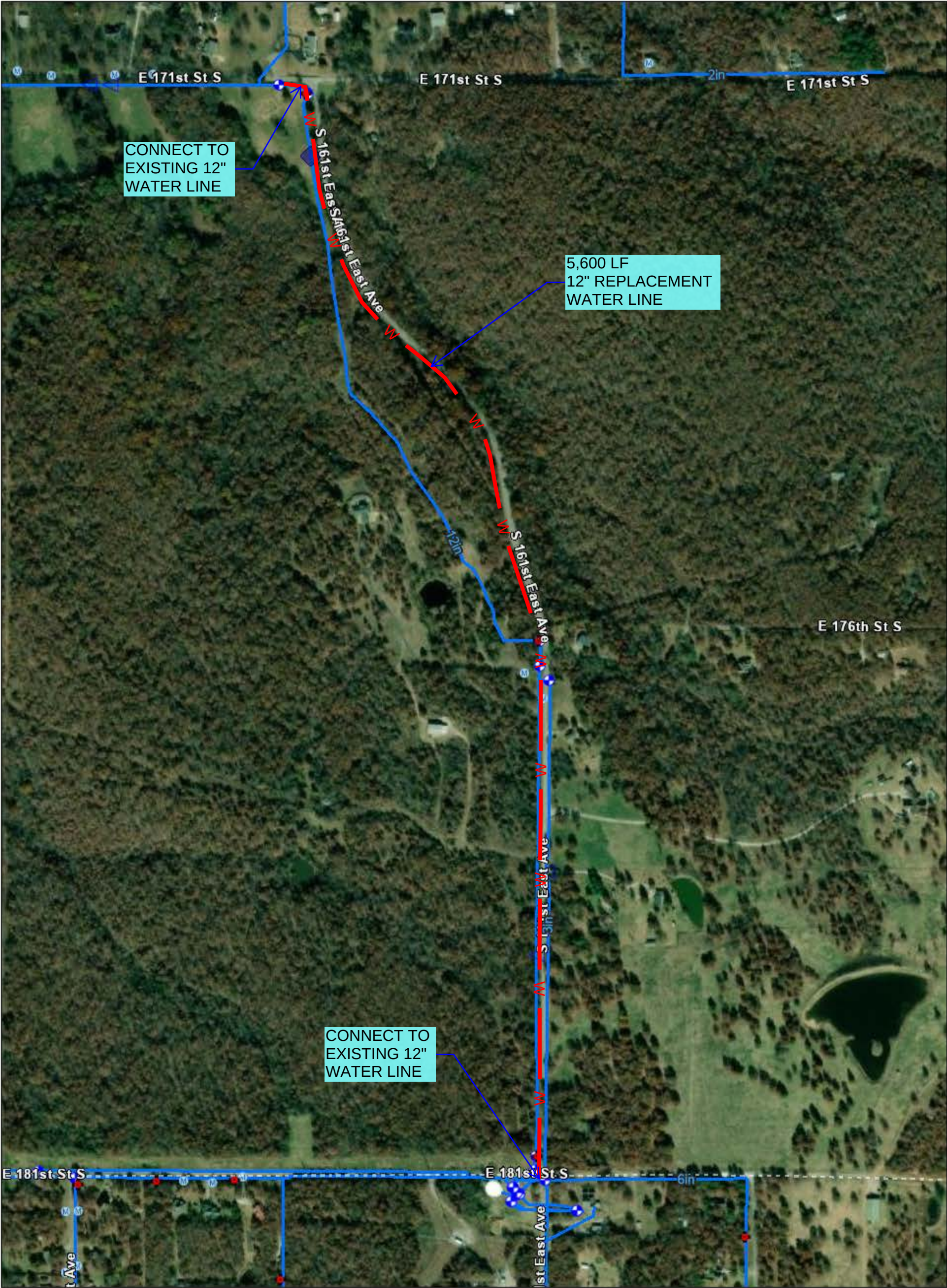
**ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
BIXBY PUBLIC WORKS AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
BIXHOMA LAKE ROAD 12" WATER LINE REPLACEMENT**

SCHEDULE

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

Task	Days from Notice to Proceed (or Actual Required Date)
Preliminary Design	120
Final Design	90
Advertise	30
Award	30
Start Construction	TBD
Complete Construction	TBD

ArcGIS Web Map



2/18/2026, 8:27:47 AM

- Hydrant
- Bixby Water Valves
- Air Release Valve
- Valve
- Valve Vault
- Water Meters
- Water Distribution Lines
- Waterline
- Hydrant Connector
- World Imagery

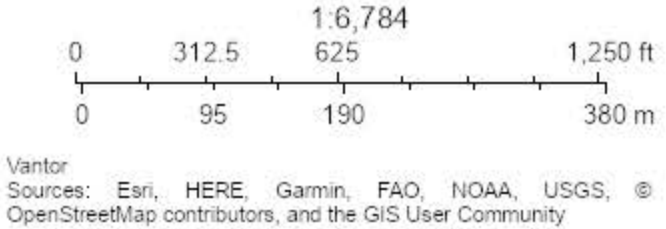
Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

1.2m Resolution Metadata





ENGINEERS

HOLLOWAY, UPDIKE AND BELLEN, INC.

**HOURLY RATES
2026**

President	\$260.00 per hour
Vice President	\$240.00 per hour
Principal Engineer	\$235.00 per hour
Project Manager	\$200.00 per hour
Project Engineer	\$180.00 per hour
Engineering Intern	\$140.00 per hour
Professional Land Surveyor	\$150.00 per hour
Sr. CADD Technician	\$125.00 per hour
CADD Technician	\$100.00 per hour
Resident Inspector	\$110.00 per hour
3 Man Survey Crew w/GPS	\$250.00 per hour
2 Man Survey Crew w/GPS	\$230.00 per hour
Administrative Assistant	\$85.00 per hour
Travel Cost	\$0.70 per mile

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

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

Sheet: 1 of 1

Date: 2/18/2026

By: Stephen Tolar

CONCEPTUAL COST ESTIMATE

PROJECT: CITY OF BIXBY
BIXHOMA LAKE ROAD
12" WATER LINE REPLACEMENT

Item No.	Description	Unit	Estimated		
			Total Quantities	Unit Costs	Total Costs
1	Mobilization	LS	1	\$100,000.00	\$100,000.00
2	SWPPP	LS	1	\$15,000.00	\$15,000.00
3	ROW Restoration	LF	5,600	\$5.00	\$28,000.00
4	Seeding/Sodding	LF	5,600	\$1.50	\$8,400.00
5	12" C900 DR14 Water Line	LF	5,600	\$155.00	\$868,000.00
6	12" Butterfly Valve (Complete)	EA	4	\$1,500.00	\$6,000.00
7	12" Main Connections (Tees, Sleeves and Fittings)	EA	2	\$15,000.00	\$30,000.00
8	Service Reconnections (Short)	EA	2	\$1,250.00	\$2,500.00
9	Service Reconnections (Long)	EA	2	\$2,500.00	\$5,000.00
10	2" ARV & Vault	EA	6	\$9,500.00	\$57,000.00
11	3-way Fire Hydrant Assembly (Complete)	EA	8	\$9,100.00	\$72,800.00
Subtotal					\$1,192,700.00
Construction Allowance					\$25,000.00
Subtotal Construction Cost					\$1,217,700.00
Contingencies		%		15%	\$182,700.00
Total Construction Cost					\$1,400,400.00
Engineering		%		7.5%	\$105,000.00
Total Project Cost					\$1,505,400.00

Consent Agenda Item Commentary

Item Title

Consideration and possible approval authorizing Mayor to approve an agreement with Holloway, Updike and Bellen, Inc. (HUB Engineer) to serve as Engineer of Record for the City of Bixby's portion of the Spartan Creek Development Project in the amount of \$144,300 for the design of water line, sewer line and appurtenances to serve the Spartan Creek development area.

Initiator

Nathan Radach

Staff Information Source

Nathan Radach

Background

Consultant services to finalize designs for approximately 2,800 LF of 8" water line and 9,500 LF of gravity sewer line ranging in sizes from 8" to 24" and appurtenances to serve the Spartan creek development area. The installation and upgrades are required to ensure adequate infrastructure for the upcoming economic development in the area. The services include review of water line and sewer line installations. Cost of the agreement is \$144,300, this will be paid out of the FAP Loan funding, which includes Spartan creek infrastructure development.

Exhibits

1. Agreement for Spartan Creek Water and Sewer Infrastructure DRAFT

Key Issue

Economic Development, Water Infrastructure, Wastewater Infrastructure

Council Action

Approve or Deny

Recommendation

Approve

Item No: 4.

Meeting Date

April 13, 2026

Meeting

20260413 Bixby Public Works Authority Agenda

**AGREEMENT
FOR
ENGINEERING SERVICES
FOR
SPARTAN CREEK WATER AND SEWER LINE IMPROVEMENTS**

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

W I T N E S S E T H :

WHEREAS, Owner intends to construct improvements identified as Spartan Creek Water and Sewer Line Rehabilitation:

PROJECT:

Spartan Creek Water and Sewer Line Rehabilitation: Professional engineering services to finalize designs for approximately 2,800 LF of 8" water line and 9,500 LF of gravity sewer line ranging in sizes from 8" to 24" and appurtenances to serve the Spartan Creek development in Bixby, Oklahoma.

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 ____ day of _____, 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: Dale Seaton, PE, Principal

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 Corp. Secretary)

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
BIXBY PUBLIC WORKS AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
SPARTAN CREEK WATER AND SEWER LINE IMPROVEMENTS**

SCOPE OF SERVICES

I. SCOPE OF THE PROJECT

The project consists of professional engineering services to finalize designs for approximately 2,800 LF of 8" water line and 9,500 LF of gravity sewer line ranging in sizes from 8" to 24" and appurtenances to serve the Spartan Creek development in Bixby, Oklahoma. See Exhibit A for a project location map. Work will include design of the following improvements:

- Approximately 2,800 LF of 8" water line
- Approximately 2,250 LF of 8" gravity sewer line
- Approximately 4,780 LF of 15" gravity sewer line
- Approximately 2,580 LF of 24" gravity sewer line
- 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 Field Survey and Preliminary Design (60% Drawings) shall be provided by the Owner (through others).

2. Engineer will utilize the provided survey, plats and other information to incorporate existing preliminary design into Engineer's standard ACAD Civil 3D template. Engineer will recreate all water and sewer plan and profile sheets.
 3. Engineer will complete preliminary design based on the revised plat and final grading plan provided by Owner (through others).
- 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
SPARTAN CREEK WATER AND SEWER LINE IMPROVEMENTS

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	\$104,000.00
Final Design	\$100,000.00
ODEQ Coordination	\$5,000.00
Bidding Services	\$5,000.00
Services During Construction	\$10,300.00
Engineering Fee Sub-Total	\$224,300.00
Credit for Work Previously Performed	-\$80,000.00
Total Fee	\$144,300.00

- 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
SPARTAN CREEK WATER AND SEWER LINE IMPROVEMENTS
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, field survey, preliminary design and corresponding files, 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 provide (by others) any additional survey or plat revisions necessary to complete the work.

II. SPECIAL CONDITIONS

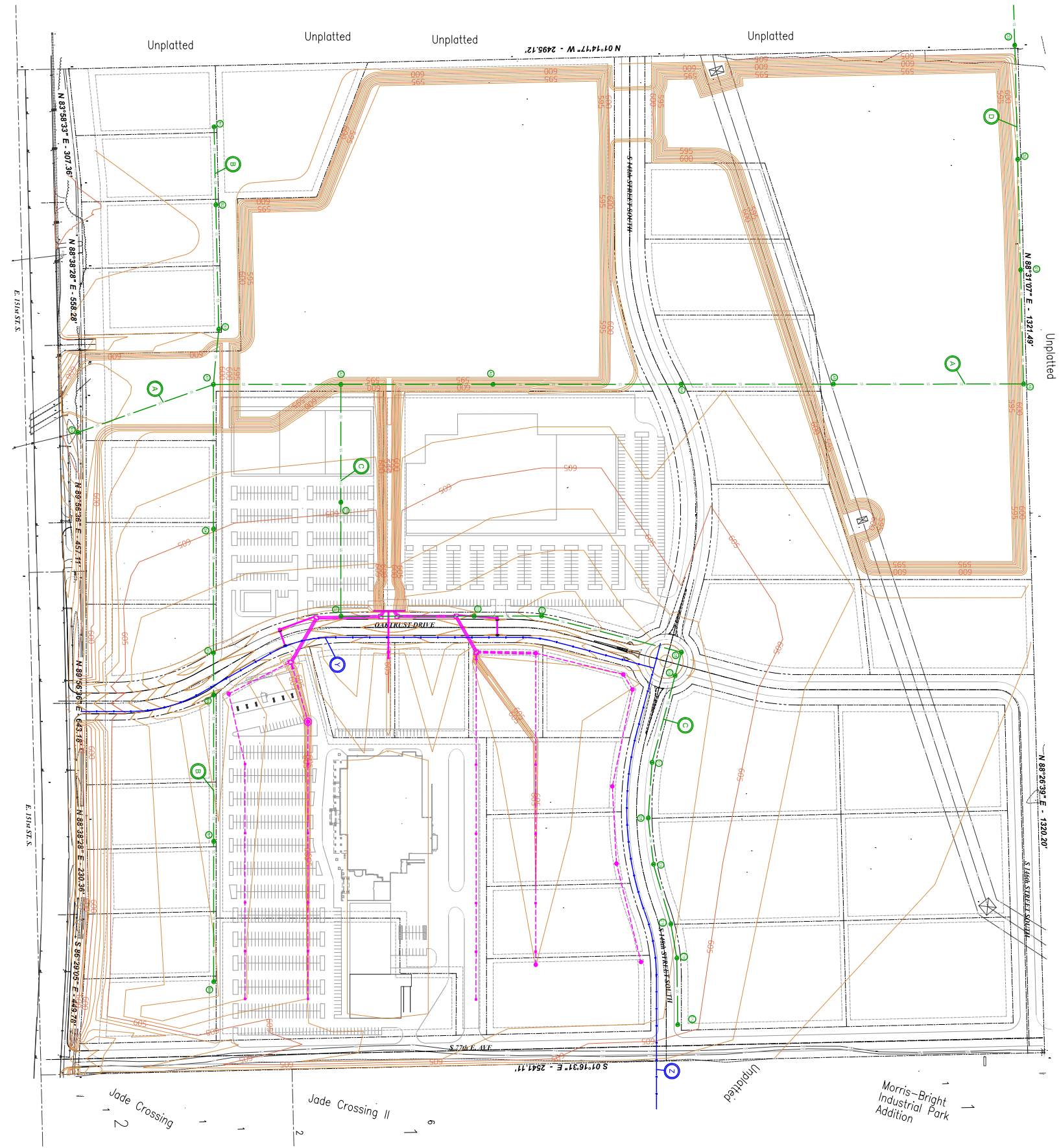
None.

**ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
BIXBY PUBLIC WORKS AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
SPARTAN CREEK WATER AND SEWER LINE IMPROVEMENTS**

SCHEDULE

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

Task	Days from Notice to Proceed (or Actual Required Date)
Final Design	90
Advertise/Permitting	30
Award	30
Construction Days	270





ENGINEERS

HOLLOWAY, UPDIKE AND BELLEN, INC.

**HOURLY RATES
2026**

President	\$260.00 per hour
Vice President	\$240.00 per hour
Principal Engineer	\$235.00 per hour
Project Manager	\$200.00 per hour
Project Engineer	\$180.00 per hour
Engineering Intern	\$140.00 per hour
Professional Land Surveyor	\$150.00 per hour
Sr. CADD Technician	\$125.00 per hour
CADD Technician	\$100.00 per hour
Resident Inspector	\$110.00 per hour
3 Man Survey Crew w/GPS	\$250.00 per hour
2 Man Survey Crew w/GPS	\$230.00 per hour
Administrative Assistant	\$85.00 per hour
Travel Cost	\$0.70 per mile

Consent Agenda Item Commentary

Item Title

Consideration and possible approval authorizing Mayor to approve an agreement with Holloway, Updike and Bellen, Inc. (HUB Engineer) for the design of the Sheridan Water line extension to 141st Street in the amount of \$69,100 for the design of installation of 2,800 LF of 12" water line and appurtenances to improve services in the North Sheridan service area.

Initiator

Nathan Radach

Staff Information Source

Nathan Radach

Background

Consultant services to design the extension of approximately 2,800 LF of 12" water line and appurtenances along Sheridan Road extending north to 141st Street. This project will close the loop for the water distribution system at 141st and Sheridan improving water quality and pressure. The Sheridan Waterline extension is part of a more inclusive utility expansion project for the entire Spartan Creek Development vicinity to ensure adequate capacity for present and future anticipated growth. The project consists of the installation of approximately 2,800 LF of 12" water line and a booster pump station. Cost of the agreement is \$69,100, to be funded through the FAP loan through the OWRB.

Exhibits

1. Agreement for Sheridan WL Extension Draft LST 040126 R1

Key Issue

Utility Infrastructure, Water Infrastructure

Council Action

Approve or Deny

Recommendation

Approve

Item No: 5.

Meeting Date

April 13, 2026

Meeting

20260413 Bixby Public Works Authority Agenda

**AGREEMENT
FOR
ENGINEERING SERVICES
FOR
12" SHERIDAN WATER LINE EXTENSION TO 141ST STREET**

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 12" Sheridan Water Line Extension to 141st Street:

PROJECT:

12" Sheridan Water Line Extension to 141st Street: Professional engineering services to design approximately 2,800 LF of 12" water line and appurtenances to improve service in the Bixby, 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 28th day of April 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
12" SHERIDAN WATER LINE EXTENSION TO 141ST STREET**

SCOPE OF SERVICES

I. SCOPE OF THE PROJECT

The project consists of professional services to design approximately 2,800 LF of 12" water line and appurtenances to improve service in the Bixby, Oklahoma service area. See Exhibit A for a project location map. Work will include design of the following improvements:

- Approximately 2,800 LF of 12" 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. The Engineer shall prepare an Engineering Report (ER) addressing the proposed improvements in accordance with Oklahoma Department of Environmental Quality (ODEQ) and Funding Agency Coordinating Team (FACT) requirements.
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 as necessary to complete the work described.

2. The Engineer shall coordinate a geotechnical investigation for the project with a qualified geotechnical engineering firm. The cost of the geotechnical report will be paid by the Owner.
3. 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.
4. The Engineer shall update the Opinion of Probable Cost based on the preliminary plans and specifications.
5. 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
12" SHERIDAN WATER LINE EXTENSION TO 141ST STREET
COMPENSATION**

I. PAYMENTS FOR SERVICES OF THE ENGINEER:

- II. 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
FACT Engineering Report	\$5,000.00
Preliminary Design	\$30,000.00
Final Design	\$27,100.00
Bidding Services	\$4,000.00
Services During Construction	\$3,000.00
Total Fee	\$69,100.00

- III. 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.

- IV. 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.

- V. 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
12" SHERIDAN WATER LINE EXTENSION TO 141ST STREET
OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS**

VI. 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.

VII. SPECIAL CONDITIONS

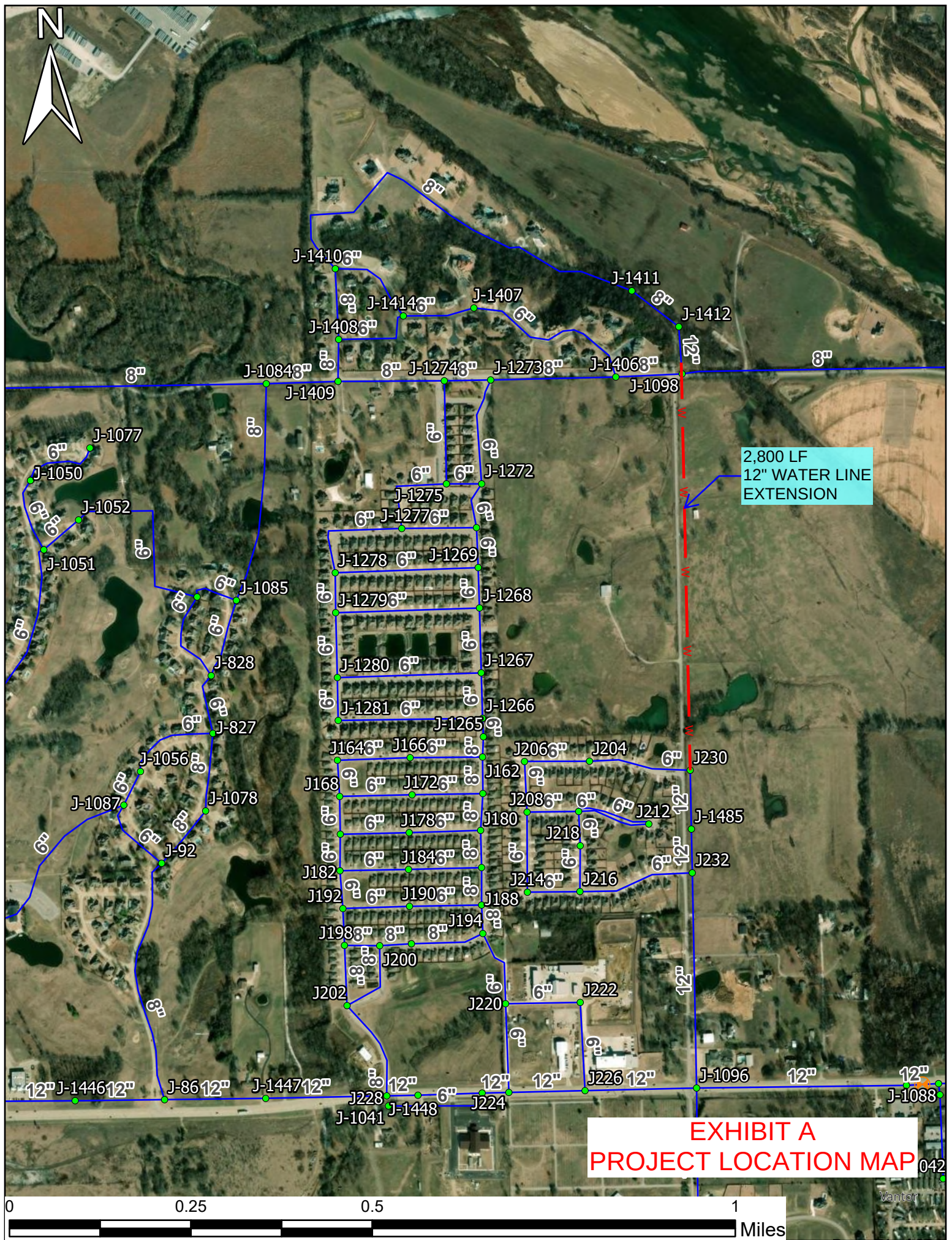
None.

**ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
BIXBY PUBLIC WORKS AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
12" SHERIDAN WATER LINE EXTENSION TO 141ST STREET**

SCHEDULE

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

Task	Days from Notice to Proceed (or Actual Required Date)
Preliminary Design	90
Final Design	90
Advertise	30
Award	30
Start Construction	TBD
Complete Construction	TBD





ENGINEERS

HOLLOWAY, UPDIKE AND BELLEN, INC.

**HOURLY RATES
2026**

President	\$260.00 per hour
Vice President	\$240.00 per hour
Principal Engineer	\$235.00 per hour
Project Manager	\$200.00 per hour
Project Engineer	\$180.00 per hour
Engineering Intern	\$140.00 per hour
Professional Land Surveyor	\$150.00 per hour
Sr. CADD Technician	\$125.00 per hour
CADD Technician	\$100.00 per hour
Resident Inspector	\$110.00 per hour
3 Man Survey Crew w/GPS	\$250.00 per hour
2 Man Survey Crew w/GPS	\$230.00 per hour
Administrative Assistant	\$85.00 per hour
Travel Cost	\$0.70 per mile

EXHIBIT B

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

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

Sheet: 1 of 1

Date: 4/1/2026

By: Stephen Tolar

CONCEPTUAL COST ESTIMATE

PROJECT: CITY OF BIXBY
12" SHERIDAN WATER LINE EXTENSION TO 141ST STREET

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	\$9,500.00	\$9,500.00
3	ROW Restoration	LF	2,800	\$5.00	\$14,000.00
4	Seeding/Sodding	LF	2,800	\$1.50	\$4,200.00
5	12" C900 DR14 Water Line	LF	2,800	\$130.00	\$364,000.00
6	24" Bore and Steel Casing (1/4" Wall Thickness)	LF	80	\$1,300.00	\$104,000.00
7	12" Gate Valve (Complete)	EA	2	\$3,000.00	\$6,000.00
8	8" Main Connections (Tees, Sleeves and Fittings)	EA	2	\$10,000.00	\$20,000.00
9	12" Main Connections (Sleeves and Fittings)	EA	2	\$9,000.00	\$18,000.00
10	2" ARV & Vault	EA	4	\$7,500.00	\$30,000.00
11	3-way Fire Hydrant Assembly (Complete)	EA	7	\$9,100.00	\$63,700.00
Subtotal					\$683,400.00
Construction Allowance					\$40,000.00
Subtotal Construction Cost					\$723,400.00
Contingencies		%		15%	\$108,500.00
Total Construction Cost					\$831,900.00
Engineering		%		7.7%	\$64,100.00
Total Project Cost					\$896,000.00

Consent Agenda Item Commentary

Item Title

Consideration and possible approval authorizing Mayor to approve an agreement with Holloway, Updike and Bellen, Inc. (HUB Engineer) for the design of the Leonard Service Area Water Line Replacements Phase 2 in the amount of \$345,000 for the design of installation of 10,200 LF of 8" water line, 31,100 LF of 6" water line, and appurtenances to replace the existing water line located in the Leonard service area.

Initiator

Dylan Warner

Staff Information Source

Nathan Radach

Background

Consultant services to design approximately 10,200 LF of 8" water line, 31,100 LF of 6" water line, and appurtenances in the North Leonard Service area to improve capacity, pressures and fire flows. The existing infrastructure (2") is inadequate for the residents served, and requires upgrade to ensure proper flow. The services include reroute of the water line along the edge of the road, and upgrading materials to poly/pvc versus the existing pvc electrical conduit. Cost of the agreement is \$345,000, this will be paid out of the Sales Tax Revenue, which must be expended no later than 12/31/2026.

Exhibits

1. Agreement for Leonard Area Waterline Phase 2 Replacements Draft LST 040126

Key Issue

Water Infrastructure, Fire Safety

Council Action

Approve or Deny

Recommendation

Approve

Item No: 6.

Meeting Date

April 13, 2026

Meeting

20260413 Bixby Public Works Authority Agenda

**AGREEMENT
FOR
ENGINEERING SERVICES
FOR
LEONARD SERVICE AREA WATER LINE REPLACEMENTS PHASE 2**

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 Phase 2:

PROJECT:

Leonard Service Area Water Line Replacements Phase 2: Professional engineering services to design approximately 10,200 LF of 8" water line and 31,100 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 28th day of April 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 PHASE 2
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 31,100 LF of 6" water line
- Approximately 10,200 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. The Engineer shall prepare an Engineering Report (ER) addressing the proposed improvements in accordance with Oklahoma Department of Environmental Quality (ODEQ) and Funding Agency Coordinating Team (FACT) requirements.
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 as necessary to complete the work described.

2. The Engineer shall coordinate a geotechnical investigation for the project with a qualified geotechnical engineering firm. The cost of the geotechnical report will be paid by the Owner.
3. 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.
4. The Engineer shall update the Opinion of Probable Cost based on the preliminary plans and specifications.
5. 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

1. The Engineer shall determine the ownership of the properties to be affected by the project through a title search and/or review of existing easements provided by Owner.
2. The Engineer shall provide land surveys as necessary to determine the permanent and temporary easements required to construct the project.
3. The Engineer shall prepare legal descriptions for the permanent and temporary easements. It is anticipated that no more than 5 additional easements will be required.
4. The Engineer shall provide maps of easements to be acquired.

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 PHASE 2
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
FACT Engineering Report	\$10,000.00
Preliminary Design	\$170,000.00
Final Design	\$138,100.00
Bidding Services	\$7,000.00
Services During Construction	\$20,000.00
Total Fee	\$345,000.00

- 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 PHASE 2
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 PHASE 2
SCHEDULE**

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

Task	Days from Notice to Proceed (or Actual Required Date)
Preliminary Design	120
Final Design	120
Advertise	30
Award	30
Start Construction	TBD
Complete Construction	TBD

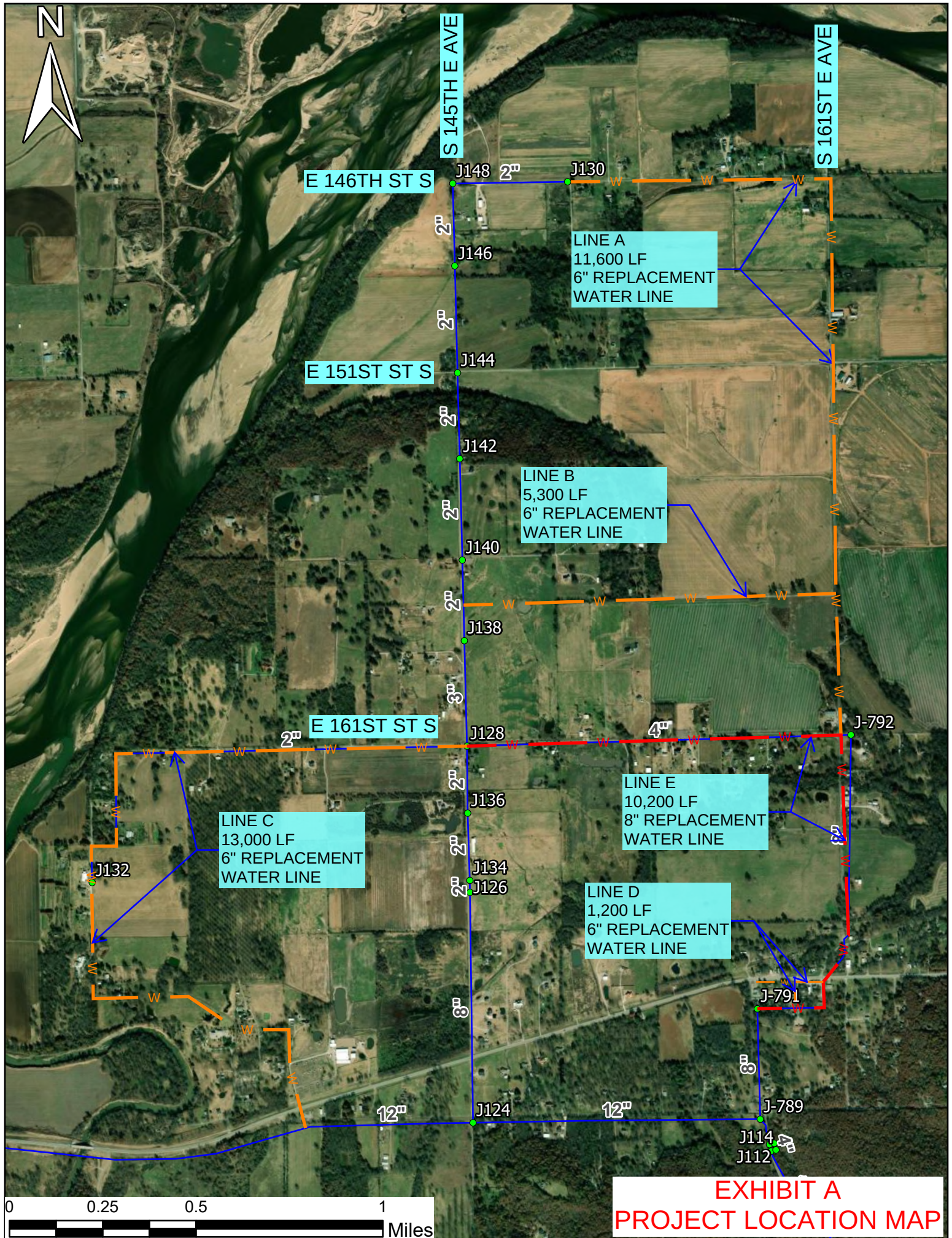


EXHIBIT A
PROJECT LOCATION MAP



ENGINEERS

HOLLOWAY, UPDIKE AND BELLEN, INC.

**HOURLY RATES
2026**

President	\$260.00 per hour
Vice President	\$240.00 per hour
Principal Engineer	\$235.00 per hour
Project Manager	\$200.00 per hour
Project Engineer	\$180.00 per hour
Engineering Intern	\$140.00 per hour
Professional Land Surveyor	\$150.00 per hour
Sr. CADD Technician	\$125.00 per hour
CADD Technician	\$100.00 per hour
Resident Inspector	\$110.00 per hour
3 Man Survey Crew w/GPS	\$250.00 per hour
2 Man Survey Crew w/GPS	\$230.00 per hour
Administrative Assistant	\$85.00 per hour
Travel Cost	\$0.70 per mile

EXHIBIT B



HOLLOWAY, UPDIKE AND BELLEN, INC.

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

Sheet: 1 of 1

Date: 4/1/2026

By: Stephen Tolar

CONCEPTUAL COST ESTIMATE

PROJECT: CITY OF BIXBY
LEONARD SERVICE AREA - PHASE 2
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	\$9,500.00	\$9,500.00
3	ROW Restoration	LF	41,300	\$5.00	\$206,500.00
4	Seeding/Sodding	LF	41,300	\$1.50	\$61,950.00
5	6" C900 DR14 Water Line (Line A)	LF	11,600	\$75.00	\$870,000.00
6	6" C900 DR14 Water Line (Line B)	LF	5,300	\$75.00	\$397,500.00
7	6" C900 DR14 Water Line (Line C)	LF	13,000	\$75.00	\$975,000.00
8	6" C900 DR14 Water Line (Line D)	LF	1,200	\$75.00	\$90,000.00
9	8" C900 DR14 Water Line (Line E)	LF	10,200	\$110.00	\$1,122,000.00
10	6" Gate Valve (Complete)	EA	17	\$1,500.00	\$25,500.00
11	8" Gate Valve (Complete)	EA	4	\$2,500.00	\$10,000.00
12	8" Main Connections (Tees, Sleeves and Fittings)	EA	2	\$10,000.00	\$20,000.00
13	12" Main Connections (Tees, Sleeves and Fittings)	EA	2	\$13,500.00	\$27,000.00
14	Service Reconnections (Short)	EA	30	\$1,250.00	\$37,500.00
15	Service Reconnections (Long)	EA	30	\$2,500.00	\$75,000.00
16	1" ARV & Vault	EA	15	\$5,500.00	\$82,500.00
17	3-way Fire Hydrant Assembly (Complete)	EA	50	\$9,100.00	\$455,000.00
Subtotal					\$4,514,950.00
Construction Allowance					\$100,000.00
Subtotal Construction Cost					\$4,614,950.00
Contingencies		%		15%	\$692,200.00
Total Construction Cost					\$5,307,150.00
Engineering		%		6.5%	\$345,000.00
Total Project Cost					\$5,652,150.00

Consent Agenda Item Commentary

Item Title

Consideration and approval of purchase of three (3) bypass pumps in the amount of \$108,014.23 each for a total cost of \$324,042.69 from United Rentals, Inc.

Initiator

Dylan Warner

Staff Information Source

Nathan Radach

Background

Purchase of three (3) 6" Super Vac Assist bypass pumps to support City of Bixby in the event of Pump Station or Lift Station failure to ensure continuous services for residences. One pump will be used to support the water department booster stations, two pumps to service wastewater lift stations (to avoid cross contamination). This is more cost effective than purchasing replacement pumps for each booster and lift station and will provide adequate support along with existing bypass pumps. Available funds have been verified through the Capital Equipment budget.

Exhibits

1. Pioneer 6 inch quote

Key Issue

Emergency Support, Water Infrastructure, Wastewater Infrastructure

Council Action

Approve or Deny

Recommendation

Approve

Item No: 7.

Meeting Date

April 13, 2026

Meeting

20260413 Bixby Public Works Authority Agenda



252267929

Job Site

CITY OF BIXBY SHOP
 9501 E 105TH ST
 BIXBY OK 74008

Office: 918-366-0494 Cell: 918-366-0494

CITY OF BIXBY
 PO BOX 70
 BIXBY OK 74008-0070

Customer # : 1043809
 Quote Date : 08/27/25
 UR Job Loc : 9501 E 105TH ST, BIX
 UR Job # : 10
 Customer Job ID:
 P.O. # : TBD
 Ordered By : HEATH BIXBY
 Written By : KIMBERLY SPRADLIN
 Salesperson : CLAYTON HONEYCUTT

**This is not an invoice
 Please do not pay from this document**

Qty	Equipment #	CC	Price	Amount
1	5202008	520-2008	107689.23	107689.23
	PUMP 6" SUPER VAC ASSIST - DIESEL			
	Model # PP6S14-RP-TCD3.6-T150			

DELIVERY CHARGE

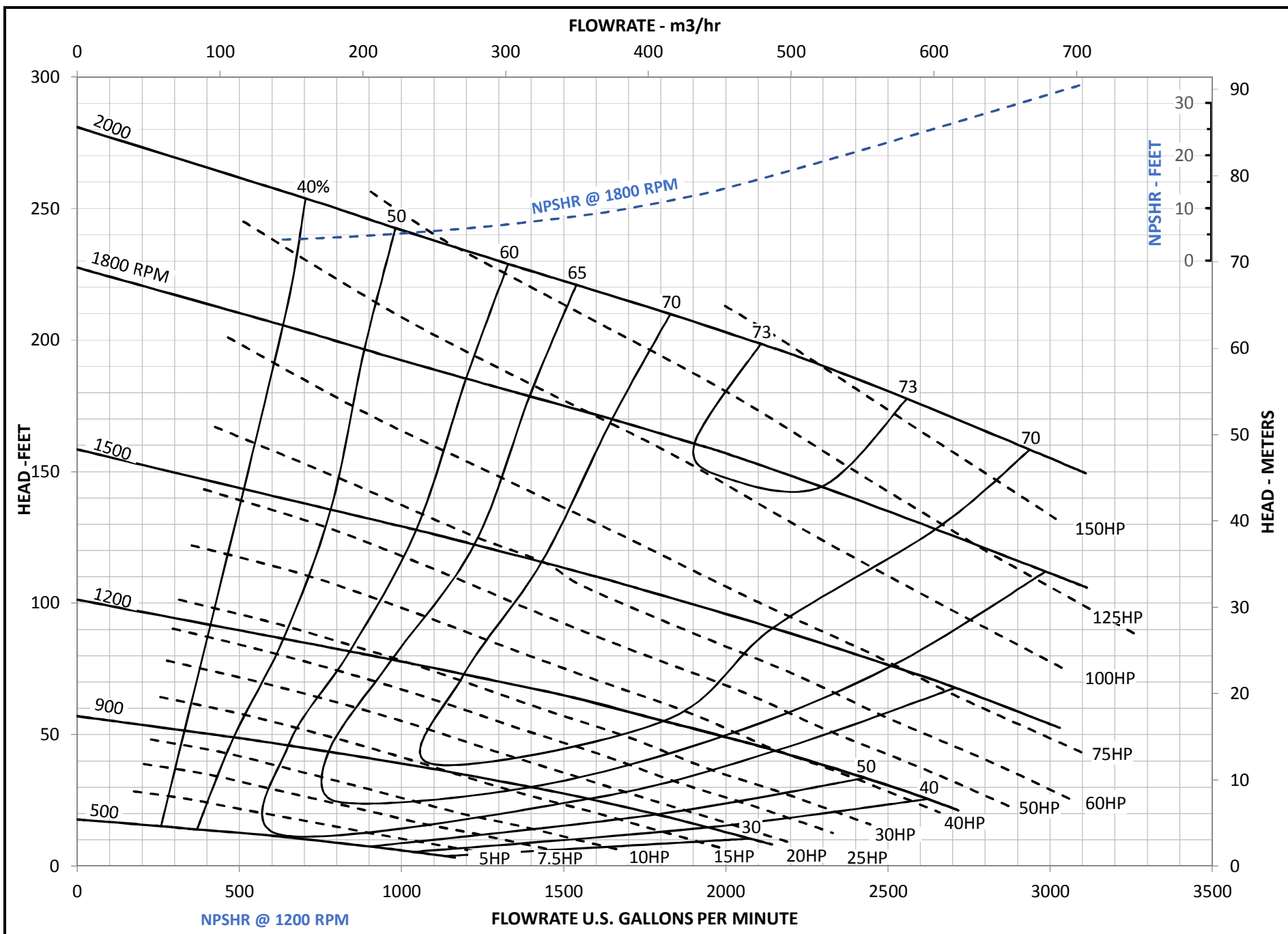
Sub-total: 325.00
 Total: 108014.23

CONTACT: HEATH BIXBY
 CELL#: 918-344-5896

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
 WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
 IN ORDER TO CLOSE THIS CONTRACT

Note: This proposal may be withdrawn if not accepted within 30 days.

WHERE PERMITTED BY LAW, UNITED RENTALS MAY IMPOSE A SURCHARGE OF 2.0% FOR CREDIT CARD PAYMENTS ON CHARGE ACCOUNTS. THIS SURCHARGE IS NOT GREATER THAN OUR MERCHANT DISCOUNT RATE FOR CREDIT CARD TRANSACTIONS AND IS SUBJECT TO SALES TAX .
 THIS IS NOT A SALE AGREEMENT/INVOICE. THE ITEMS LISTED ABOVE ARE SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S SALE AGREEMENT/INVOICE WHICH ARE AMENDED FROM TIME TO TIME AND POSTED ONLINE AT <https://www.unitedrentals.com/legal/sale-agreement> AND INCORPORATED HEREIN BY REFERENCE. A PAPER COPY OF THE SALE AGREEMENT/INVOICE TERMS IS AVAILABLE UPON REQUEST.



MODEL:	PP66S14		SPECIFIC GRAVITY	1.0
SIZE:	6" x 6"	150mm x 150mm	DRWG NO.	PP66S14-VS-14
IMPELLER DIAM:	14.00"	356mm	REVISION	000
SOLIDS HANDLING SIZE:	3"	75mm	DATE	8 June, 2017

Consent Agenda Item Commentary

Item Title

Consideration and/or approval of the purchase of an Envirosight pipe inspection camera system, for the use of water and stormwater inspections in the amount of \$153,404.43 to Envirosight under Sourcewell Contract #120721-EVS.

Initiator

Dylan Warner

Staff Information Source

Nathan Radach

Background

Purchase of Envirosight Camera Inspection System to support City of Bixby in Stormwater and Water pipe inspection services. This camera system will provide invaluable data regarding the condition of existing stormwater infrastructure and interior condition of water pipes. Available funds have been verified through the Capital Equipment budget.

Exhibits

1. Bixby, OK Quotation
2. Sole Source Letter - OK

Key Issue

Water Infrastructure, Stormwater Infrastructure

Council Action

Approve or Deny

Recommendation

Approve

Item No: 8.

Meeting Date

April 13, 2026

Meeting

20260413 Bixby Public Works Authority Agenda



QUOTE

111 Canfield Ave., Randolph NJ 07869
(866) 936-8476
jwinters@idexcorp.com

Date: 3/10/26

Sourcewell #120721-EVS

To:
Nathan Radach
The City of Bixby, Oklahoma
113 W Dawes Ave
Bixby, OK 74008
Sourcewell member #20483

Expiration Date: 5/10/26

Salesperson	Job	Payment terms	Due date
Jamie Winters	Regional Sales Manager	Upon Delivery	Upon Delivery

			Sourcewell Discounted Price	
E-RX-SYS-Truck-Basic-HDL	HD System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, cable cleaner for RAX300 mainline reel, emergency stop cable, RX130L Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter and integrated lift. RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license.		\$112,374.08	
Outpost with generator			\$17,280.50	
E-080-0704-02	XL Rubber Wheel QC RX130 (X4)		\$2,682.40	
E-569-0900-00	HD / SD Carriage		\$15,070.63	
E-040-0000-12	XL Pneumatic Wheel Carriage (X4)		\$2,638.44	
E-000-0035-00	Top Manhole Cable Roller for RVX		\$512.32	
E-000-0036-00	Tyger Tail 2" for manhole bottom cable RVX		\$96.06	
	Internal Freight charges		\$1.250	
	Delivery Freight		\$1,500	
			Subtotal	\$150,654.43
			Freight	\$2,750
			Total	\$153,404.43

Quotation prepared by: Andrew McCarthy

This is a quotation on the goods named, subject to the conditions noted below: Freight and tax included. All sales final.

To accept this quotation, sign here and return: _____

Thank you for your business!



March 10, 2026

RE: Envirosight LLC

Envirosight LLC is the sole contractual provider of Envirosight products and service in the state of Oklahoma. This includes, but is not limited to, our Rover X and RoverX SAT camera systems, Quickview zooming and manhole inspection system, the QuickView AirHD inspection system, Jetscan video nozzles, Verisight push camera systems, Cleverscan manhole inspection systems, QuickView 360 manhole scanning systems and Digisewer sidewall scanning and evaluation technology.

Thank you and please feel free to contact me with any questions or concerns that may arise.

Best regards,

James P. Winters

James Winters
Regional Sales Manager
Envirosight, LLC
412-525-5261

Consent Agenda Item Commentary

Item Title

Consideration and/or approval of the purchase of an Asphalt Patch Truck in the amount of \$292,010 from PB Loader Corporation for minor patching of streets and transportation infrastructure through Sourcewell Contract 050625-PBL.

Initiator

Dylan Warner

Staff Information Source

Nathan Radach

Background

City of Bixby is in need of an Asphalt Patch truck to conduct sufficient pothole repairs on City streets and Infrastructure. This truck will make our crew more efficient in conducting necessary pothole and other street patching repairs as needed.

Exhibits

1. Bixby quote for patcher
2. Patchers_BC-3

Key Issue

Streets Infrastructure

Council Action

Approve or Deny

Recommendation

Approve

Item No: 9.**Meeting Date**

April 13, 2026

Meeting

20260413 Bixby Public Works Authority Agenda



CITY OF BIXBY, OK
BIXBY. OK
SOURCEWELL MEMBER ID# 20483
PB LOADER CONTRACT NO. 050625-PBL SOURCEWELL CONTRACT - LISTED PRICES

QUOTATION NO. 12159

QUOTE DATE 11/26/2025
TERMS Net 30
FOB FRESNO
MFG PRODUCT ARO See Below
INSTALL AROT See Below

QTY	PART NO.	DESCRIPTION	PRICE	EXTENSION
1	51618-00	PATCHER MODEL BC-3 ASPHALT PATCHER (3 CUBIC YARD CAPACITY) EQUIPPED WITH RADIANT HEATER, THERMOSTATICALLY CONTROLLED LPG BURNER, HYDRAULIC TOP LIDS AND DOORS, KEVLAR CHAIN CONVEYOR, HAND TORCH, SHOVEL APRON, 25 GAL. LPG TANK, INSTALLATION AND PAINT BLACK	\$93,344.00	\$93,344.00
1	BH-100-15	EMULSION SYSTEM PB MODEL BH-100-15 EMULSION SPRAY UNIT HEATED BY TRUCK COOLING SYSTEM, Y STRAINER, FILL BASKET, HYDRAULICALLY POWERED, 15 GAL. SOLVENT TANK, 85 GAL. EMULSION, WAND WITH 25' HOSE, 10 GAL. WASTE TANK, THERMOMETER, AUXILIARY ELECTRIC HEAT SYSTEM, INSTALLATION AND PAINT BLACK	\$14,415.00	\$14,415.00
1	50276-00	EMULSION SYSTEM OPTIONS 2" INSULATED EMULSION TANK	\$2,608.00	\$2,608.00
1	55320-35	BOLT-ON CLEANOUT PANEL (BH & PS SYSTEMS ONLY)	\$1,578.00	\$1,578.00
1	50640-00	COMPACTION TOOLS COMPACTOR LIFT PLATFORM - HYDRAULIC	\$3,817.00	\$3,817.00
1	7100-31	COMPACTOR PLATE - WACKER WP1550AW HONDA	\$3,587.00	\$3,587.00
1	130-16	16 GAL POLY WATER TANK W/ 10' HOSE & SPIGOT	\$870.00	\$870.00
1	5438-00	HOSE REELS HOSE REEL - 1/2" X 25' FOR EMULSION	\$639.00	\$639.00
1	5437-00t	HOSE REEL - 3/8" X 25' FOR TORCH	\$568.00	\$568.00
1	5437-00s	HOSE REEL - 3/8" X 25' FOR SOLVENT	\$568.00	\$568.00
1	5437-00a	HOSE REEL - 3/8" X 25' FOR AIR	\$568.00	\$568.00
1	5399-00h	HOSE REEL - DUAL 1/2" X 25' FOR HYD HAMMER	\$1,812.00	\$1,812.00
1	CHASSIS	CHASSIS 2027 F-750 DIESEL CREW CAB 33,000 GVWR CHASSIS WITH 6.7L POWER STROKE V8 TURBO DIESEL ENGINE, FORD TORQSHIFT HD 10-SPEED AUTOMATIC - WITH PTO PROVISION, AIR BRAKES, 65 GAL. ALUMINUM FUEL TANK, STEEL WHEELS AND OXFORD WHITE EXTERIOR	\$107,227.00	\$107,227.00
1	50556-00	HEATING LPG TANK 50 GAL - IN LIEU OF 25GAL.	\$1,912.00	\$1,912.00
1	50584-00	WANDS AIR BLOW GUN W/ 25' HOSE (REQ COMPRESSOR OPTION OR TRUCK AIR)	\$1,984.00	\$1,984.00
1	50560-00	SOLVENT PUMP & WAND WITH 25FT HOSE	\$1,638.00	\$1,638.00
1	MODS-85	SPOIL BINS REAR SPOILS BIN W/ HYDRAULIC LIFT & LOWER	\$7,809.00	\$7,809.00
1	MODS-51	WORK PLATFORMS 20" WORK PLATFORM/CATWALK WITH HAND RAILS AND LADDERS	\$3,882.00	\$3,882.00
1	50635-00	CONTROLS CAB CONTROLS (TOP LIDS) AIR TOGGLE	\$785.00	\$785.00
1	7000-36	STORAGE TOOL BOX 36"	\$1,191.00	\$1,191.00
1	5999-00	LOCKABLE SIDE TOOL BASKET	\$2,128.00	\$2,128.00
1	2120-00	DUAL ASPHALT LUTE HOLDER - BRKT	\$207.00	\$207.00
1	2001-10s	HOLDER - SPRING SHOVEL - STAINLESS STEEL	\$168.00	\$168.00
1	2001-10b	HOLDER - SPRING ROAD BROOM - STAINLESS STEEL	\$168.00	\$168.00
1	50480-00	HAMMER SYSTEMS HYDRAULIC TOOL CIRCUIT W/ FLOW METER, PSI GAUGE AND FAN OIL COOLER	\$3,308.00	\$3,308.00
1	7020-11	HYDRAULIC HAMMER BR-67 W/ ASPHALT CUTTER AND TAMPER PAD	\$4,840.00	\$4,840.00
1	7021-00	LOCKABLE HAMMER HANGER	\$396.00	\$396.00
1	50553-00	DISCHARGE SYSTEMS PIVOTAL ASPHALT CHUTE	\$1,453.00	\$1,453.00
1	695-2MC	WARNING SYSTEMS STROBE - WHELEN MICRONS MCRNSA LED (SET OF TWO) - AMBER LIGHTS IN CHASSIS GRILLE	\$1,530.00	\$1,530.00
2	695-53A	STROBE - WHELEN 500V 5V3A W/ PUDDLE LIGHT LED (SET OF TWO)	\$1,944.00	\$3,888.00
1	7807-00	TRAFFIC ADVISOR - WHELEN TA45B72, 8 LIGHT 700 SERIES HEADS LED , 72" LG - AMBER LIGHTS, MOUNTED REAR	\$3,547.00	\$3,547.00
1	MODS-37	ECCO EC7003-K BACKUP CAMERA SYSTEM (MONITOR W/ SOUND + 1 CAM)	\$1,720.00	\$1,720.00
1	7999-10	SAFETY ACCESSORIES FIRE EXTINGUISHER 5#	\$300.00	\$300.00
1	7999-40	TRIANGLE KIT	\$53.00	\$53.00
1	CUSTOM	MARKET RATE ITEMS WHELEN LED MICRONS MCRNSG GREEN (SET OF TWO) - MTD IN CHASSIS GRILLE	\$1,530.00	\$1,530.00
1	CUSTOM	WHELEN 500 SERIES STROBES (LED) (SET OF TWO, ONE BLUE REAR PS, ONE RED REAR DS)	\$1,590.00	\$1,590.00
1	CUSTOM	WHELEN L31HPF AMBER/GREEN BEACON WITH BRANCH GUARD (SET OF TWO) - MOUNTED ABOVE EMULSION TANK	\$3,382.00	\$3,382.00



CITY OF BIXBY, OK
BIXBY, OK
SOURCEWELL MEMBER ID# 20483
PB LOADER CONTRACT NO. 050625-PBL SOURCEWELL CONTRACT - LISTED PRICES

QUOTATION NO. 12159

QUOTE DATE 11/26/2025
TERMS Net 30
FOB FRESNO
MFG PRODUCT ARO See Below
INSTALL AROT See Below

QTY	PART NO.	DESCRIPTION	PRICE	EXTENSION
SOURCEWELL LISTED TOTAL:				\$274,508.00
MARKET RATE ITEMS TOTAL PRICE:				\$6,502.00
PDI & FREIGHT TO CUSTOMER:				\$11,000.00
GRAND TOTAL:				<u>\$292,010.00</u>
GRAND TOTAL FOR 1 UNITS:				\$292,010.00

- 1. CHASSIS PRICE SUBJECT TO MODEL YEAR SURCHARGES AND ESCALATORS.
- 2. LEAD TIME SUBJECT TO CHANGE AT TIME OF ORDER.



UNIBELT PATCHER - SPECIFICATIONS

Model BC-3

These specifications describe a self-contained patch unit, which is permanently mounted to a truck chassis to be used for patching with hot asphalt.

Container:

Unit shall be 3 cubic yards
Double wall constructed
2" - 6 lb. density insulation throughout
3/16 GA HR steel interior sides, 10 GA HR steel exterior
Top loading lids have expansion corrugations
Top loading doors are 2" double wall constructed
Single hinged top lids open into a V with inside surface acting as a funnel
Flame cut upper pivot arms for top lids
All doors hydraulically operate by 2" x 11" stroke cylinders
Material funneled to center of container
Hydraulic system shall operate at 1500 PSI
Hydraulic controls located at right rear corner of container
Sloping floor shall not be less than 45° from horizontal
Material shall be discharged by a belt over chain, 24" wide conveyor system
Conveyor system shall include high temperature, heavy duty, multiply, 18" wide Kevlar® belt riveted onto every other crossbar by four rivets
Belting shall have WearGuard® coating and sealed ends for lacing
Belt ends are spliced together with screw attached splicer bar
Belt shall be reinforced and designed to withstand 800°F and harsh cleaning solvents
Chain shall have crossbars on every other chain link of conveyor and shall have sprockets with a 1¾" shaft
Conveyor is driven through a gearbox by a hydraulic motor
Forward and reverse controls
3/8" Pintle chain shall be driven by a 25:1 right angle gearbox, and hydraulic high torque motor

Radiant Heater:

Heat tubes located under container
Interior heat chamber has passageways to direct heat
Passageways separate from heat chamber
Chamber totally enclosed inside container
Two propane fueled casted manifold burners with flume adjustment
Rating of 67,000 BTU each @ pressure of 10 PSI
Controlled by thermostat range of 100°F - 300°F
12 volt electronic igniters
100% fuel shut off if burner is extinguished
Burner area fully enclosed and located at front of unit safely away from rear operation

Hand Torch:

Pilot with valve control
Capacity of 200,000 BTU
25 foot hose supplied

Shoveling Apron: Model 5

Constructed of 10 GA HR steel
Folding bottom for material to bypass freely
Mounted on rear of container

Emulsion Spray Unit: Model BH-153-21

Emulsified Asphalt spray and storage system mounted on truck chassis for applying tack coat

Tank:

Two compartment tank
Storage capacity 130 gallon emulsion and 20 gallon solvent
10 GA steel with bottom reinforced
6" curbside filler cap
Tank dimension 72"W x 16"L x 30"H
4" clean out on curb side near tank bottom
Tank shall be vented
Removable fill basket strainer
Y strainer at discharge of tank before material enters pump
Capable of switching from emulsion to solvent with one valve lever

Heater:

Internal serpentines of 1" steel tubing to circulate water from truck engine
Truck engine cooling system as a heat source
Two 5/8" coolants hose
System will have a temperature control valve at tank with thermometer
0°F - 300°F

Auxiliary Electric Heat:

Equipped with 110 VAC heat system
Overnight heating, controlled by temperature sensor
Heating elements shall be low-density stainless steel

Mounting:

Space required for mounting of tank is 22"
Spraying system shall be mounted in front of dump body
Mounting shall be accomplished with 2 full length mounts
Spring bolsters on one side of tank
Bolting to frame shall consist of 3 each side, 1/2"
No welding on truck frames will be accepted

Pump:

Rotary gear pump
Output of 10 gallons per minute of 600 R.P.M.
Pumps shall be hydraulic driven
All valves shall be high pressured
It shall be remote mounted for ease of maintenance
Mechanically actuated from right rear of body
Pump shall be reversible to draw material back to tank
Pump shall be driven by a torque motor, which has 5.9 CID

Spray Wand and Hose:

System should be plumbed to curbside rear of truck
3/8" diameter 5 feet long steel application wand shall be supplied
25 feet of 1/2" diameter oil resistant hose
A brass changeable nozzle at spray tip
Wand storage brackets

Drip Pan:

10 gallon drip pan/waste oil combination
Mounted under patcher body
Necessary valves for draining and cleaning

OPTIONAL EQUIPMENT**Auxiliary Electric Heat Patcher:**

Low density electric heat
Minimum 6KW, 240 VAC thermostatically controlled
100°F - 300°F
Weatherproof Panel
Overnight heating of asphalt
25 foot power cord

Compactor Lift Platform:

PB model 640
Constructed of 3/16" one piece formed plate with 2" lip on back and sides,
1" pipe front pipe stop and two 2" channel rear stops, Reinforced with 3/16 HR angle on side corners
Cylinder 1½" x 18" stroke, two 6" x 4" tube outside supports and 4" x 4" tube inside with internal rollers,
located at rear unit
Optional Bomag® roller locking bracket

Roller Transport Device:

Rear mount lifting rack with two hydraulic 36" stokes cylinders. Designed to lift and carry single drum
walk behind rollers

Hydraulic Tool Circuit:

25 foot dual hose
Quick couplers
Flow meter
Engine throttle control to be provided by chassis manufacturer
Relief valve
Pressure gauge

Hydraulic Tools:

Stanley BR67 Breaker
Asphalt cutter
Detachable shank with pad
35 lb., 45 lb., 72 lb., 87 lb. breaker sizes available

Tool Box:

Lockable, 18"W x 36"L x 18"H
Additional sizes and configuration available

Tool Basket:

Expanded metal with Angle iron framed mounted on left side of unit
15"W x 96"L x 8"H

Lockable Tool Basket:

Enclosed expanded metal with Angle iron framed mounted on left side of unit
Two drop down doors with lockable SS T-handle latches
Optional solid 10 GA skin available

Spoils Bin:

18" cross frame spoils bin or 24", 30", 36" wide bins
Constructed of 10 GA HR steel doors on each side to discharge material

Hydraulic Spoils Bin:

Hydraulic dumping spoils bin, ½ cubic yard 36" wide frame mounted
For easy low profile loading

Side and Rear Spoils Bin:

Two ½ cubic yard spoils bin one mounted on curb side of hopper and one mount at rear on street side
with sloped floors to discharge material
Optional hydraulic raise and lower available for rear bin for easy loading

Solvent Pump:

12 VDC pump
Connected to solvent side of tank
25 foot hose with wand
Used for cleaning tools

Cab Controls:

Inside cab controls, air actuated
Operates top lids, and/or rear door, conveyor
(Subject to air availability on chassis)

Dual Controls:

Additional set of air actuated controls on left side at rear.
(Subject to air availability on chassis)

Air Blow Gun:

25 feet, 3/8" hose and wand
(Subject to air availability on chassis)

Arrow Board:

(10) light board LED
Arrow - left, right, or both
Mounted at rear of unit

Thermometer:

0°F - 300°F

Air Compressor:

Vanair Hydraulic, 40 CFM
Vanair PTO under deck 160 CFM

Air Tools:

60 lb. and 90 lb. Breakers
Asphalt cutter
Detachable shank with pad

Hose Reels:

Emulsion spray hose reel
Hand torch hose reel
Solvent hose reel
Air blow gun hose reel
Dual hose reel for hydraulic jackhammer
All reels are designed to accommodate 25 foot hoses
Air hammer hose reel, 50 foot

LPG Tank:

25 gallon upright (portable) tank or 35, and 50 gallon horizontal frame mounted tank
Horizontal tanks comes equipped with fill gauge and quick fill port

Sanding Attachment:

Equipped with broadcasting spinner
(6) Formed polyurethane vanes
Spread width (4) feet to (40) feet
In cab controls

Pivotal Asphalt Chute:

Chute to be mounted at rear with 180° - 110° pivot, depending on rear mount accessories

Optional tilt adjustment available

Side Discharge Conveyor:

12" conveyor, hydraulic driven
5 foot in length
Forward and reverse controls
Pivotal at rear

Tool Holders:

Cone holders
Asphalt lute and shovel holders
Lockable hammer holder
8 gallon water tank with hose and spigot, or 15 gallon tank with pump and hose

Safety Equipment:

Fire extinguisher 5 lbs., 10 lbs., 20 lbs.
Triangle kit
5 gallon igloo with mounting bracket
LED taillights
Backup alarm

Cross Frame Work Deck:

12" x 96" safety grip decking with ladder and hand rails
20" x 96" safety grip decking with ladder and hand rails
Custom sizes available

Compactor Plates:

Wacker WP1550AW HONDA
Mikasa MVC90L
MBW - AP2000HVIBCO GR-1600H

Walk-Behind Rollers:

Wacker RSS800A Honda Engine
BOMAG BW55E
VIBCO GR-1600H

Arrow Boards, Beacon and Flashers LED:

Whelen
PSE Code 3
Other brands available

Work Lights

Air Pressure Type Emulsion Spray System:

Model CS-45, 30 gallons; Model CS-65, 50 gallons; Model CS-144, 119 gallons;
Model CS-220, 205 gallons

Pump Type Emulsion Spray System Options:

Model BH-205-28, 177 gallons (Custom sizes available)
2" insulated tank
Clean out panel 10" x 14"

Steel Chain Only Conveyor

GENERAL TRUCK SPECIFICATIONS - BC-3 ASPHALT PATCHER

Chassis:

Conventional or tilt cab
GVW - 26,000 lbs.
Cab to axle – 96" minimum – 108" minimum with spoils bin
Reinforced frame

Transmission:

Allison 3000 series

Switches:

Electric over electric PTO switch and light switches as required for provided safety lighting

Consent Agenda Item Commentary

Item Title

Consideration and approval of purchase of Caterpillar Model 315 Hydraulic Excavator in the amount of \$205,000 from Warren Cat Inc. through Sourcewell Contract 011723-CAT.

Initiator

Dylan Warner

Staff Information Source

Nathan Radach

Background

Purchase of Caterpillar 315 Hydraulic Excavator to support City of Bixby in the use of major excavation for street repair, manhole repair, underground pipe access, storm drain clearing and other necessary actions. This is more cost effective than renting equipment on an as-needed basis, and provides necessary availability. Available funds have been verified through the Capital Equipment budget.

Exhibits

1. City of Bixby 315 Quote
2. CAT 315 Brochure
3. Sourcewell 011723-CAT Pricing
4. Sourcewell Caterpillar Contract 011723

Key Issue

Streets Infrastructure, Water Infrastructure, Wastewater Infrastructure, Stormwater Infrastructure

Council Action

Approve or Deny

Recommendation

Approve

Item No: 10.

Meeting Date

April 13, 2026

Meeting

20260413 Bixby Public Works Authority Agenda



Quote 330501-01

Feb 11, 2026

CITY OF BIXBY
PO BOX 70
BIXBY
Oklahoma
74008-0070

Attention: PAUL JORDAN

Dear Paul Jordan, Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: 315 Hydraulic Excavators with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: TBD

SERIAL NUMBER: TBD

YEAR: 2026

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Diego Marin
Machine Sales Representative

One (1) New Caterpillar Model: 315 Hydraulic Excavators with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN -Diesel engine C3.6 certified to -Stage V/Tier 4 Final,82kW -Electric fuel priming pump -Variable speed fan system -(Viscous clutch type) -Single fuel filtration system with -water separator and indicator -Sealed double element air filter with -integrated precleaner -Biodiesel capable (up to B20)

UNDERCARRIAGE -Grease lubricated track link -Tie down points on base frame -(ISO 15818 compliant) -

HYDRAULICS -Electronic main control valve -Auto warm up -Single type Electronic main pump -Boom and stick regeneration circuits -Automatic two speed travel -Boom and stick drift reduction valve -Electric Boom snubber -Element type main hydraulic filter

ELECTRICAL -Maintenance free battery -Centralized electrical disconnect switch -CAT Product Link -After engine shut down programmable time -delay LED working lights: One chassis -mounted, one LH boom mounted

OPERATOR ENVIRONMENT -Sound-suppressed ROPS cab (ISO 12117-2 -compliant) with viscous mount -Increased rear window size as -emergency exit -70/30 - Openable tempered front upper -windshield w/ assist device and -removable tempered lower windshield -with in cab storage bracket -Fixed one piece tempered windshield -Mechanical suspension comfort seat -w/ headrest,console height adjustment -w/ tools,arm rest height and -angle adjustment -Air suspension deluxe seat w/ headrest -w/ 2 step seat heater, console height -adjustment w/o tools, arm rest -height and angle adjustment -Air suspension premium seat w/ headrest -w/ 2 step seat heater and ventilator, -console height adjustment w/o tools, -arm rest height and angle adjustment, -Low Frequency Damping -2 inch (51mm) orange seat belt -Tilt up left side console -Automatic bi-level air conditioner with -pressurized function -Openable steel hatch -Openable polycarbonate hatch -for 2P windshield -Fixed glass laminated for -one piece windshield -Washable floor mat -Roller front sunscreen -Beacon ready -2 x 12V DC Outlet -Dome LED interior lights, coat hook, -cup holder, and console storage -rear storage with net, and -overhead storage with net -Washer Line for Radial Wiper -Parallel Wiper w/ Lower Parallel -for 70/30 w/ Washer -Parallel Wiper for 1P w/ Washer -High Resolution 10" LCD Touch -Screen Monitor -High Resolution 8" LCD Touch -Screen Monitor -

SAFETY AND SECURITY -Service platform with anti-skid plate -and countersunk bolts -Hydraulic lock out lever neutralizes -all controls -Ground level accessible secondary -engine shutoff switch in cab -Signaling / warning horn -

OTHER STANDARD EQUIPMENT -Service & Maintenance --Grouped location for engine oil and -fuel filters --Sampling ports for Scheduled -Oil Sampling (S.O.S) -

MACHINE SPECIFICATIONS

315 07H HEX AM-N DCA1	663-6199
GUARD, SWIVEL	137-2813
GUARD, TRAVEL MOTOR, STD	169-7904
BLADE, 8'6"	282-4579
GUARD, TRACK GUIDING, CENTER	437-9274
DRINK HOLDER	488-6534
PEDAL, STRAIGHT TRAVEL	490-7715
INTEGRATED RADIO, W/O DAB	502-7166
MONITOR, 10"	511-9428
FILM, OPERATING PATTERN, 2WAY	520-9418
TRACK, 24" TG	521-3202
CYLINDER, STICK, W/O SLCV	524-2707
CYLINDER, BUCKET	524-2708
RECEIVER, BLUETOOTH	524-8272
LINKAGE, BKT 312 GRADE W/O EYE	525-4932
WASHER RADIAL WIPER	525-5166
FILM, EMC	528-4738
NETWORK MANAGER, A6N1	555-7286
LINES, HP, 9'10" STICK	558-1457
LINES, QC, 9'10" STICK	558-1461
STICK, R9'10" W/ EOU MOUNT	558-2811
SWING FRAME, STD	559-0074
CYLINDER, BOOM	560-1804
COUNTERWEIGHT, 8490LB	560-5536
BOTTOM GUARD, STANDARD	560-5538
315 07 HEX	560-9946
COMMON ARR	560-9948
FINE SWING	560-9950
UNDERCARRIAGE, LONG W/ BLADE	560-9959
HAND RAIL, ISO	561-4739
BATTERIES	563-0613
MACHINE ECM	563-0629
TRAVEL ALARM	563-0638
LINES, CYLINDER BOOM W/O BLCV	563-4738
LINES, HIGH PRESSURE BOOM	563-4752
LINES, QUICK COUPLER BOOM	563-4754
CONTROL, BLADE	564-4339
CONTROL, QC PIN GRABBER	564-4342
CAMERA, 360 VISIBILITY	565-2115
DECALS, EXTERIOR, ANSI	565-2147
BOOM, W/EOU MOUNTS	565-2150
STORAGE BOX	567-3467
FILM, STICK WARNING, ANSI	567-3815
FILM, INTERIOR, ANSI	573-4351
LIGHTS, CHASSIS	582-3799
LIGHTS, BOOM LH 1P	582-6112
LIGHTS, BOOM RH 1P	582-6119
FILM, ROPS	585-1664

LIGHTS,CAB,LH,W/RAIN PROTECTOR	586-8735
PROD LINK, PLE643/PLE743 RADIO	589-6854
HARNESS, CAT GRADE, 1PC BOOM	621-3562
HARNESS, GRADE, 9'10" STICK	621-3584
CAB, DELUXE W/ BLADE LEVER	626-9758
LANE 3 ORDER	0P-9003
TIP, PENETRATION PLUS ADVANSYS	505-4083
SERIALIZED TECHNICAL MEDIA KIT	421-8926
STORAGE PROTECTION (EXPORT)	0P-7563
STORAGE PROTECTION (EXPORT)	0G-4126
ROLL ON-ROLL OFF	0G-4201
THUMB GROUP	633-1720
CONNECTOR LINES, THUMB	586-7615
BKT SD 36" 0.69YD3 312	552-8142
COUPLER, PIN GRABBER W/PINS	558-2818
JOYSTICK STEER + AUX RELAY PKG	617-0334
GRADE 2D ASSIST + PAYLOAD	624-7759



****Quote Created Using Sourcewell City of Bixby member acct# 20483****

**** Using Sourcewell 011723-CAT Contract ****

LIST PRICE	\$293,744.00
SOURCEWELL MEMBER DISCOUNT (19%)	(\$55,811.36)
PRICE BEFORE ADDITIONAL WARREN CAT DISCOUNT	\$237,932.64
ADDITIONAL WARREN CAT DISCOUNT	(\$32,932.64)
FINAL BALANCE DUE:	\$205,000.00

WARRANTY

Standard Warranty: Standard 12 Month Unlimited Hour Full Machine Coverage

Extended Coverage: 84 MO/5000 HR PREMIER

UNLIMITED MACHINE SAFETY AND OPERATION TRAINING INCLUDED TO THE CITY AND ITS EMPLOYEES FOR THE LIFE OF THE MACHINE

Accepted by _____ on _____

Signature

315

HYDRAULIC EXCAVATOR



Net Power – ISO 9249
Operating Weight
Maximum Digging Depth

80.9 kW (108 hp)
14 700 kg (32,400 lb)
5490 mm (18 ft)



315

HYDRAULIC EXCAVATOR

The Cat® 315 excavator offers excellent performance in a compact design. Standard, easy-to-use Cat technologies boost operator efficiencies and improve jobsite productivity while a large, ergonomic cab provides a comfortable working environment. Combined with simplified maintenance points, the 315 keeps you working, quickly and efficiently.



HIGH PERFORMANCE

A Cat C3.6 engine, powerful hydraulics, and increased swing torque give you the power to move material with speed and precision.

ENHANCED COMFORT

Large cab provides the space and visibility you need to keep you working comfortably and safely all day long.

MORE OPERATOR EFFICIENCY

Offering world-class standard factory-equipped technology, including Cat Grade with 2D, Grade with Assist, and Payload.

LATEST FEATURES



Machine Setup Simplification

- At the touch of fingertips and navigating user-friendly icons, the latest operator oriented User Interface (UI) maximizes uptime and gets crews to work without delay. From re-ordering work tool lists to creating new work tool combinations as needed, operators can quickly set up machines and easily access information.
- The interface allows operators to maintain accuracy and makes the most of every second of their shift. Adding the ability to input couplers and attachments into the system makes setting up work tool combinations highly efficient by significantly reducing calibration time. It also eliminates the need to measure up again when changing Cat work tool attachments and makes it manageable for a single person to check and adjust for bucket wear.

Cat® Grade 3D Ready

- The Cat Grade 3D Ready option includes all the hardware required for the Grade with 3D system, installed and tested from the factory. This option provides an easier upgrade path for customers who want to add Grade with 3D after their initial purchase. To activate, ®contact your Cat dealer to purchase the required 3D software licenses. Licenses can be installed remotely or manually loaded onto the machine.

Cat Payload and Advanced Payload*

- Cat Payload provides operators with on-the-go weighing to help them hit load targets and avoid overloading, underloading, or misloading materials. Advanced Payload is a system upgrade that offers expanded features and capabilities, including custom tags, daily totals, and electronic ticketing. Combine Payload with VisionLink® Productivity** to analyze jobsites and individual assets for remote management of production targets and key metrics.

*Payload technologies are not legal for trade.

**VisionLink subscription required.

Not all features are available in all regions. Please check with your local Cat dealer for specific offering availability in your area. Build Number: 07H

HIGH PERFORMANCE AND PRODUCTIVITY



- Increased productivity compared to the 315F.
- Work confidently in space-restricted areas. Dig, swing, and dump within a working space of 3.96 m (12 ft 11 in).
- Easily work on slopes and move around your jobsite with more swing torque and more drawbar pull.
- The advanced hydraulic system provides the optimum balance of power and efficiency while giving you the control you need for precise digging requirements.
- Smart mode meets your power needs by automatically matching engine and hydraulic power to digging conditions.
- Get higher production in demanding applications, easier penetration into piles, and faster cycle times with Cat Advansys™ bucket tips. Quickly change tips with a simple lug wrench instead of a hammer or special tool, improving safety and uptime.
- Auxiliary hydraulic options give you the versatility to use a wide range of Cat attachments.
- The Cat C3.6 engine emits equivalent to U.S. EPA Tier 3 emission standards.
- Don't let the temperature stop you from working. The 315 has a standard high-ambient temperature capability of 52° C (125° F) without de-rate and cold-start capability of -25° C (-13° F).

BOOST EFFICIENCY AND PRODUCTIVITY WITH CAT® TECHNOLOGIES



- The latest operator oriented User Interface (UI) has been designed to maximize uptime by allowing operators to easily reorder work tool lists and quickly create new work tool combinations. It also eliminates the need to measure up again when changing Cat work tool attachments and makes it manageable for a single person to check and adjust for bucket wear.
- Leverage standard Cat Grade with 2D system with indicate-only and laser capability to help boost productivity.
- The Cat Grade 3D Ready option includes all the hardware required for the Grade with 3D system, installed and tested from the factory. Activation requires the purchase of additional 3D software licenses.
- Want a 3D system to improve your digging results? Caterpillar's single antenna global navigation satellite system (GNSS) makes it easy by giving you visual and auditory guidance to grade. Plus, you can create and edit designs on the touchscreen monitor while you're on the job. If your application calls for a dual antenna system, it's easy to upgrade.
- Upgrade to our dual antenna GNSS for maximum grading efficiency. The system lets you create and edit designs on the touchscreen monitor while you're on the job, or you can have the plan design sent to the excavator to make your work easier. Plus, you get added benefits of avoidance zones, cut and fill mapping, lane guidance, and augmented reality along with advanced positioning capability.
- All Cat Grade systems are compatible with radios and base stations from Trimble, Topcon, and Leica. Already invested in a grade infrastructure? You can install grade systems from Trimble, Topcon, and Leica onto the machine.
- Standard Grade Assist helps you stay on grade – simply and effortlessly – with single-lever digging.
- Keep the tracks on ground in lifting and hard digging with Boom Assist.
- Set your desired bucket angle and let Bucket Assist automatically maintain the angle in sloping, leveling, fine grading, and trenching applications.
- Automatically stop excavator swing at operator-defined set points in truck loading and trenching applications with Swing Assist, which will help you use less effort and consume less fuel.
- Cat Payload helps you achieve precise load targets to improve your operating efficiency. Pick up a load of material – with a bucket and thumb combination or grapple and clamshell attachments – and get a real-time weight estimate without swinging.*
- Advanced Payload is a system upgrade that offers expanded features and capabilities, including custom tags, daily totals, and electronic ticketing (E-Tickets).*
- Combine Payload with VisionLink and remotely manage your production targets.
- Optional Operator Coaching is an in-cab system that recognizes specific opportunities for operators to be more productive and prevent unnecessary machine wear and tear.

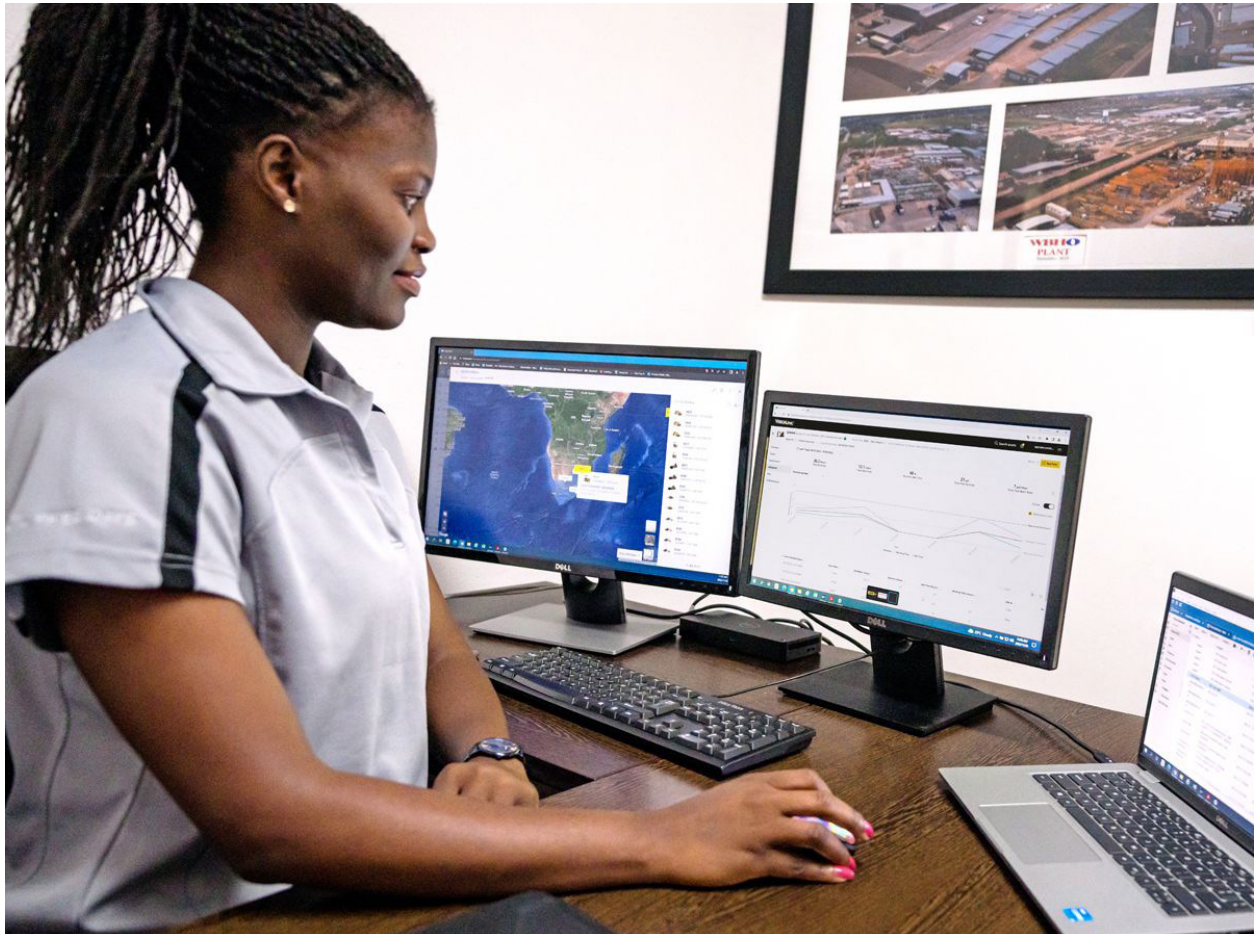
*Advanced Payload requires an additional software license (SEA). E-Ticket functionality requires a subscription to VisionLink® Productivity.

TAKE THE GUESSWORK OUT OF MANAGING YOUR EQUIPMENT

- VisionLink provides actionable data insights for all assets – regardless of fleet size or equipment manufacturer.* Review equipment data from your desktop or mobile device to maximize uptime and optimize assets. Dashboards provide information such as hours, miles, location, idle time, and fuel utilization. Make informed decisions that lower costs, simplify maintenance, and improve safety and security on your jobsite.
- VisionLink Productivity gathers and summarizes machine telematics and jobsite data from all your equipment – regardless of the manufacturer.* View actionable information such as idle time, fuel burn, location, payload, load counts, total cycles, and more to improve machine efficiency, productivity, and utilization. Access data anywhere via a mobile, tablet, or desktop device – on or off the jobsite.
- Cat Inspect is a mobile application that allows you to easily perform digital preventative maintenance (PM) checks, inspections, and daily walkarounds. Inspections can easily be integrated with other Cat data systems like VisionLink so you can keep a close eye on your fleet.
- Cat Remote Troubleshoot is a mobile application that allows your Cat dealer to perform diagnostic testing on your connected machine remotely to help ensure that issues are resolved quickly and with less downtime.
- Cat Remote Flash is a mobile application that allows you to update onboard software without a technician being present, allowing you to initiate software updates when convenient, increasing your overall operating efficiency.
- The Cat PL161 attachment locator allows you to track attachments across all worksites, reduce the number of lost attachments, and plan for attachment maintenance and replacement. The work tool recognition feature automatically adjusts machine settings based on the selected tool.

*Data field availability can vary by equipment manufacturer.

**Recognition feature available on select excavator models. Consult your Cat dealer for details.



SIMPLE TO OPERATE



- Continuously improved user interface allows for intuitive navigation, minimizing performance interruption with the easy-to-use touchscreen menu.
- Use the in-monitor QR code to learn about machine and technology features through a full suite of how-to videos.
- Start the engine with the push of a button, a Bluetooth® key fob, or the unique Operator ID function.
- Program your preferred power mode and joystick settings using your operator ID. The excavator will automatically remember your selections.
- Navigate intuitively on the standard high-resolution touchscreen monitor with an easy-to use menu, minimizing performance interruption.
- User interface has more efficient operation with reduced number of required touchscreen interactions. Identify apps quickly with a grid list view, abbreviated app names, and categorized menu options.
- The Cat PL161 attachment locator allows you to track attachments across all worksites, reduce the number of lost attachments, and plan for attachment maintenance and replacement.
- Save time and energy with work tool recognition. A simple shake of the attached tool confirms its identity ensuring all attachment settings are correct, so you can get to work quickly and efficiently.
- Not sure how a function works or how to maintain your machine? Simply access the operator's manual through the touchscreen monitor.
- Make moving the excavator much easier with Cat Stick Steer. Simply push a button and use one hand to travel and turn instead of both hands or feet on levers or pedals.
- Make operating easier with the touch of a joystick button. Additional auxiliary relays allow you to power on or turn off a CB radio, beacon light, and even a dust suppression watering system without taking your hands off the joysticks.

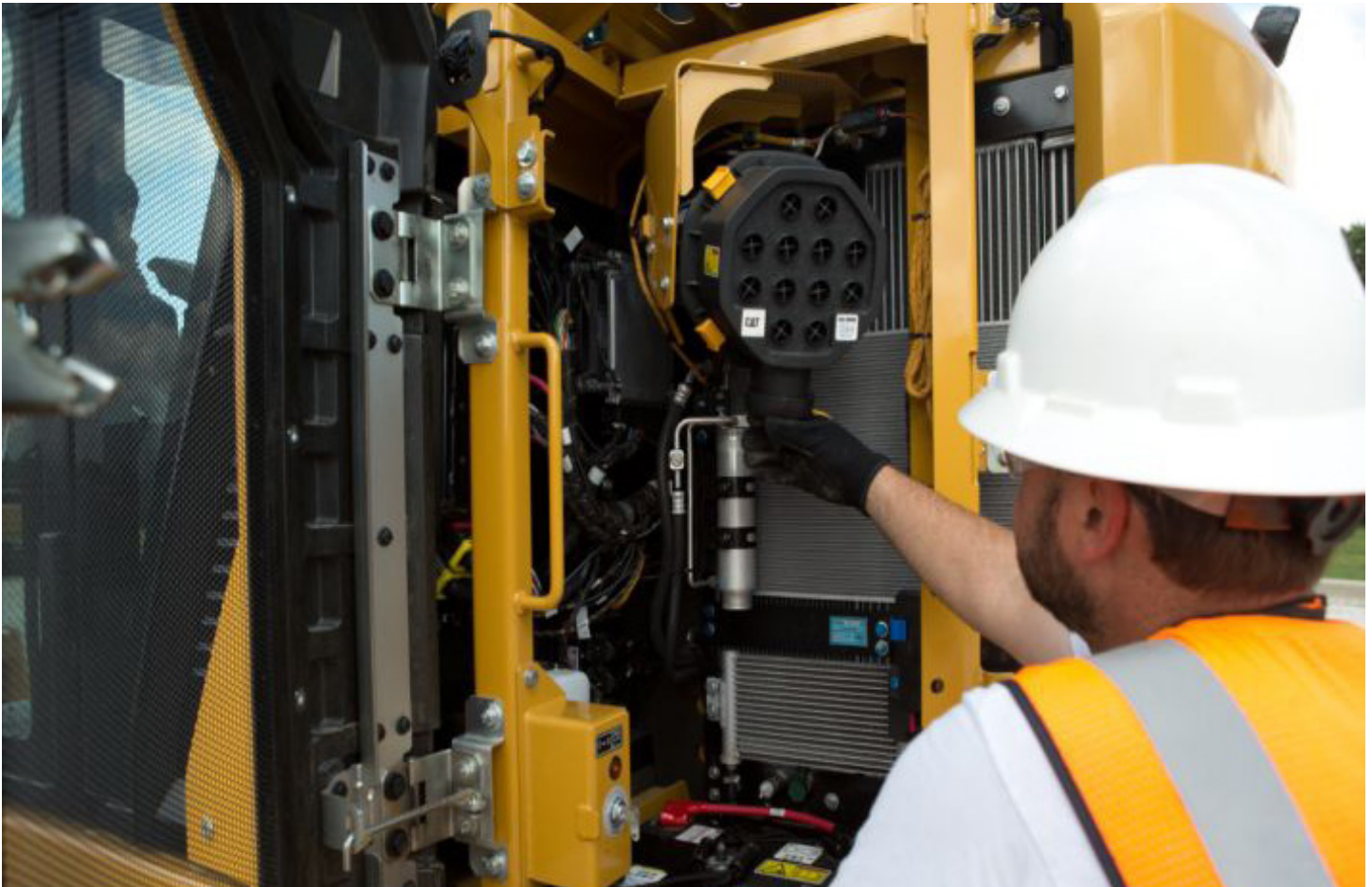
WORK IN COMFORT



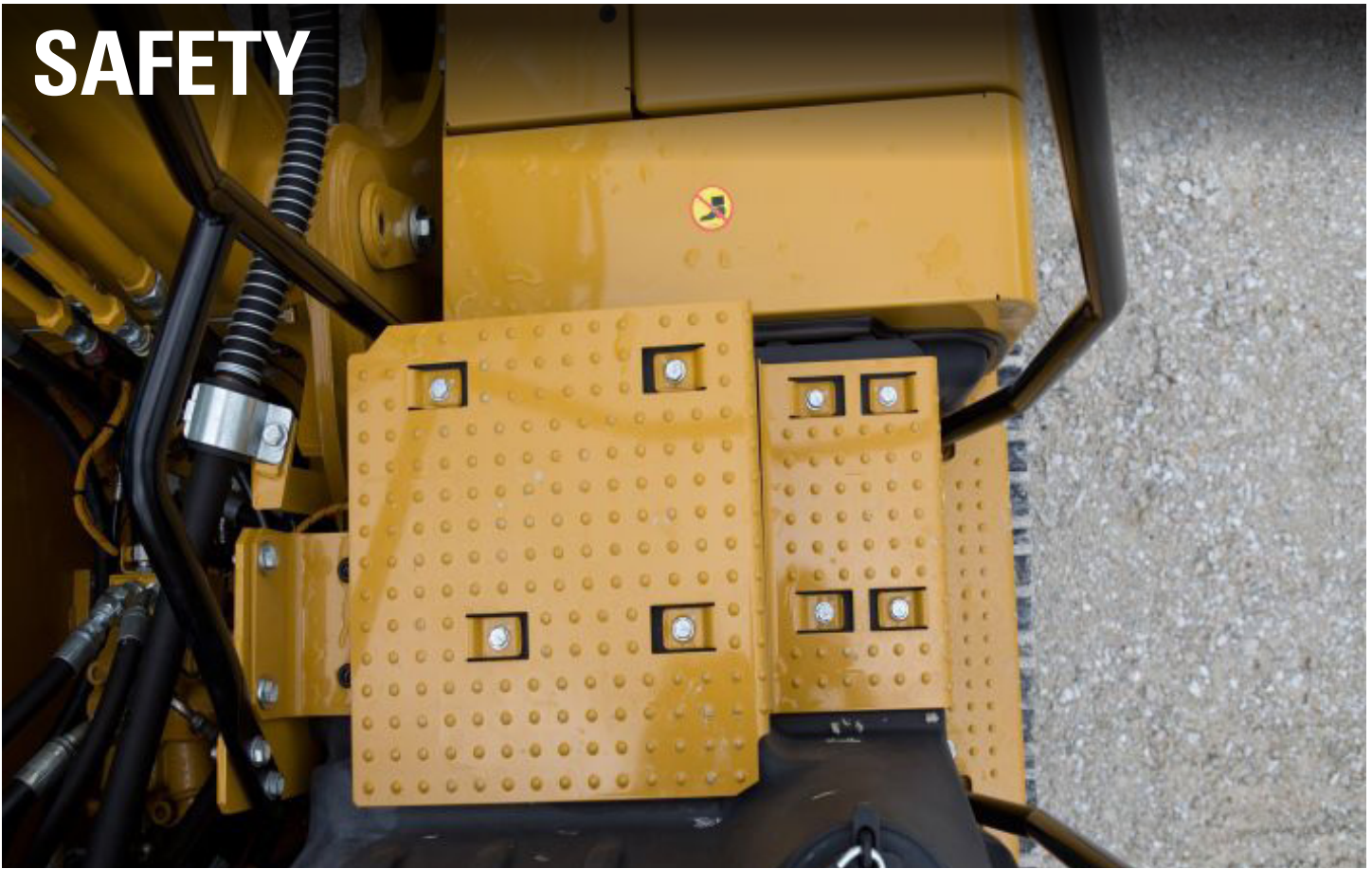
- Increase operator productivity with a large cab. Comfort, Deluxe, and Premium cab options vary by region.
- The Comfort cab is equipped with a mechanical suspension seat. The Deluxe seat is heated and air adjustable while the Premium seat is heated and cooled and adjusts automatically.
- Get in and out of the cab easier using the tip-up left console available in the deluxe and premium cabs.
- Advanced viscous mounts reduce cab vibration.
- Control the excavator comfortably with easy-to-reach controls all located in front of you.
- Stow your gear with plenty of in-cab storage beneath and behind the seat, overhead, and in the consoles. A cup holder, document holder, and coat hook are also provided.
- Use the standard radio's USB ports and Bluetooth technology to connect personal devices and make hands-free calls.

LOW MAINTENANCE COSTS

- Do more work with extended and more synchronized maintenance intervals. The Cat 315 can reduce your cost and service time compared to our previous series.
- Quickly check and service your machine with all daily maintenance points accessible from ground level.
- Check the engine oil level quickly and safely from the ground. Fill and check engine oil on top of the machine with a conveniently located second dipstick.
- Track your machine's filter life and maintenance intervals on the in-cab monitor.
- The latest hydraulic oil filter provides improved filtration performance, anti-drain valves to keep oil clean when the filter is replaced, and longer life with a 3,000-hour replacement interval.
- Boost productivity with proactive service reminders. The Integrated Vehicle Health Management system alerts the operator with step-by-step service guidance along with parts needed so you don't experience any unnecessary downtime.
- Scheduled Oil Sampling (S-O-SSM) ports are located at ground level, simplifying maintenance and allowing for quick, easy extraction of fluid samples for analysis.



SAFETY



- Access all daily maintenance points from ground level – no need for you to climb on top of the machine.
- The standard rollover protective structure (ROPS) cab meets ISO 12117-2:2008 requirements.
- Small cab pillars, large windows, and a wide skylight hatch provide great vertical visibility.
- The standard hydraulic lockout lever isolates all hydraulic and travel functions in the lowered position.
- A ground-level shut-off switch stops all fuel to the engine and shuts down the machine when activated.
- A rearview and right-side-view camera are standard. Upgrade to 360° visibility to easily see objects and personnel around the excavator in a single view.
- Cat Detect – People Detection helps protect the most valuable asset on any jobsite – people. The system uses smart cameras with depth sensors to provide the operator with visual and auditory alerts so he or she can take immediate action when a person is too close to the excavator.*
- The service platform design provides easy, safe, and quick access to the upper service platform. Prevent slipping with the anti-skid punch plate on the platform steps.
- Optional boom and stick lowering check valves prevent reverse flow, keeping your front linkage securely in place should the hydraulic system unexpectedly lose power.
- Brightly colored seatbelts allow easy recognition of properly utilized safety restraints.
- Enhance jobsite safety by adding Cat Command to your fleet. The remote control system comes with everything you need like WiFi radio, cameras, and microphone so you can work outside of the cab and avoid potential hazards.
- 2D E-Fence prevents the excavator from moving outside of operator-defined set points; the system works with thumb and bucket combinations along with hammer, grapple, and clamshell attachments.
- Add optional inspection lighting to illuminate the engine, pump, battery, and cooling compartments, making service work more accessible.
- Enhance jobsite safety. Add a swing alarm to alert people when you're rotating from trench to stockpile and back again.

*The system may not detect personnel in certain circumstances, such as fast swing speeds, people lying down or crouching, or when cameras are impaired by low light conditions (dusk, dawn, overcast), inclement weather (snow, rain, fog), or other similar conditions. For limitations of use, refer to the operation and maintenance manual.

- The Cat C3.6 engine emits equivalent to U.S. EPA Tier 3 emission standards.
- The 315 emits lower CO₂ emissions compared to the 315F.
- Cat engines are compatible with diesel fuel blended with the following lower-carbon intensity fuels** up to: 100% biodiesel FAME (fatty acid methyl ester)*, 100% renewable diesel, HVO (hydrotreated vegetable oils and GTL (gas-to-liquid) fuels. Refer to guidelines for successful application. Please consult your Cat dealer or “Caterpillar Machine Fluids Recommendations” (SEBU6250) for details.
- Cat Grade technologies combine advanced guidance with optional automated machine control helping you reach grading targets while reducing fuel burn and greenhouse gas emissions by improving efficiency, jobsite productivity, and accuracy.
- Auto Engine Speed Control reduces unnecessary fuel burn and greenhouse gas emissions by allowing the engine to automatically go into idle mode when the machine is not working.
- Cat Payload for excavators provides on-the-go material weighing, which helps reduce fuel burn by improving loading efficiency, increasing jobsite productivity, and eliminating trips to the scale.
- Cat 2D E-fence keeps the front linkage within a predefined work area to avoid hazards such as traffic – not only helping keep personnel safe, but also helping you avoid repairs, downtime, and costly jobsite fines.
- Extended maintenance intervals not only reduce downtime, but also decrease the amount of fluid and filters that are replaced over the life of the machine.
- Cat VisionLink displays the CO₂ emissions for monitored assets, calculated by fuel type for the Runtime Fuel Burned each day in a selected date range.
- Cat Remote Flash minimizes downtime and maintenance time while keeping your asset running with maximum efficiency. Alerts for machine updates are sent virtually from your Cat dealer and updates can be deployed without a dealer technician needing to be on site.
- Cat Remote Troubleshoot decreases maintenance time and keeps your machine running with maximum efficiency by allowing your Cat dealer to virtually test the machine while working. Once a problem is identified, a technician can fix it the first time, saving time and money.

*For use of blends higher than 20% biodiesel, consult your Cat dealer.

**Tailpipe greenhouse gas emissions from lower-carbon intensity fuels are essentially the same as traditional fuels.



MORE THAN MACHINES

BUILT AROUND YOUR SUCCESS

When you buy Cat equipment, you get so much more than the machine. You also get the support of a world-class dealer network, backed by a range of flexible solutions, technology, tools, and more.



CUSTOMER VALUE AGREEMENTS

A Customer Value Agreement (CVA) from your Cat dealer helps you do more and worry less. A CVA simplifies machine ownership and maintenance, adds the security of expert dealer support, and gives you the peace of mind from effective equipment health management.

GENUINE CAT® PARTS

Genuine Cat parts deliver the highest level of reliability and productivity. Order direct from your Cat dealer or shop online at parts.cat.com.

REPAIR OPTIONS

A broad range of repair options gives you choices that work with your needs, budget, and timeline. Every repair is performed by expert Cat technicians. You'll receive smart repair advice, a timely, accurate quote, and service that gets your machine back into action quickly.

FINANCIAL SERVICES

Count on Cat Financial to provide the best finance and extended protection solutions for your business. For more than 30 years, we have helped our customers succeed through financial service excellence.



DOZERS



SKID STEERS



MATERIAL HANDLERS



EXCAVATORS



WHEEL LOADERS



TRACK LOADERS

INCREASE YOUR PRODUCTIVITY AND PROFIT WITH CAT ATTACHMENTS

Easily expand the performance of your machine by using any of the variety of Cat attachments. Each Cat attachment is designed to fit the weight and horsepower of Cat excavators for improved performance, safety, and stability.

GRAPPLES



BUCKETS

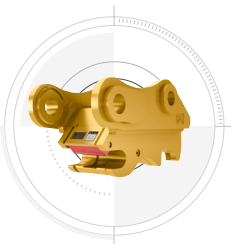


ATTACHMENT TRACKING MADE EASY

The Cat PL161 attachment locator is a Bluetooth device designed to let users know where their attachments are across all worksites, reduce the number of lost attachments, and plan for attachment maintenance and replacement.

Save more time and energy with the available work tool recognition feature. A simple shake of the attached tool confirms its identity; it also ensures all the attachment settings are correct, so you can get to work quickly and efficiently.

COUPLERS



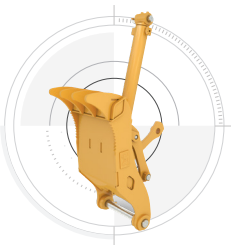
TILTROTATOR



DO HARD-TO-REACH WORK

With 360° rotation and 40° side-to-side tilting action, a Cat tiltrotator will help you get complex work done faster. A new system upgrade from the factory allows the tool to work with Cat 2D Grade, Assist, Payload, and E-Fence. It includes factory-fit joysticks, but uses the standard cab monitor to display the tool and engage its SecureLock™ so you don't need to spend money on an extra monitor. It also works seamlessly with other brands with no additional hardware required. All you have to do is simply select "Third Party Tiltrotator System Installation" in the monitor, do the calibration, and get to work.

THUMBS



HYDRAULIC HAMMERS



PREVENT HAMMER WEAR AND TEAR

Protect your hammer tool from overheating and rapid wear. Auto hammer stop warns you after 15 seconds of continuous firing and then automatically shuts it off after 30 seconds – all to extend the tool's service life.

TECHNICAL SPECIFICATIONS

Engine		
Engine Model	Cat® C3.6	
Net Power - ISO 9249	80.9 kW	108 hp
Net Power - ISO 9249 (DIN)	110 hp (metric)	
Engine Power - ISO 14396	82 kW	110 hp
Engine Power - ISO 14396 (DIN)	111 hp (metric)	
Bore	98 mm	4 in
Stroke	120 mm	5 in
Displacement	3.6 L	220 in³
Biodiesel Capability	Up to B20¹	
Emissions	Emits equivalent to U.S. EPA Tier 3 emission standards.	

Net power advertised is the power available at the flywheel when the engine is equipped with fan, air intake system, exhaust system, and alternator with engine speed at 2,100 rpm. Advertised power is tested per the specified standard in effect at the time of manufacture.

¹Cat engines are compatible with diesel fuel blended with the following lower-carbon intensity fuels** up to: 100% biodiesel FAME (fatty acid methyl ester)* or 100% renewable diesel, HVO (hydrotreated vegetable oil) and GTL (gas-to-liquid) fuels. Refer to guidelines for successful application. Please consult your Cat dealer or "Caterpillar Machine Fluids Recommendations" (SEBU6250) for details.

*For use of blends higher than 20% biodiesel, consult your Cat dealer.

**Tailpipe greenhouse gas emissions from lower-carbon intensity fuels are essentially the same as traditional fuels.

Hydraulic System		
Main System - Maximum Flow	276 L/min (73 gal/min)	
Maximum Pressure - Equipment	35 000 kPa	5,075 psi
Maximum Pressure - Travel	35 000 kPa	5,075 psi
Maximum Pressure - Swing	26 000 kPa	3,770 psi

Swing Mechanism		
Swing Speed	12 r/min	
Maximum Swing Torque	35 kN·m	25,815 lbf·ft

Weights		
Operating Weight	14 700 kg	32,400 lb

Service Refill Capacities		
Fuel Tank Capacity	187 L	49 gal
Cooling System	15 L	4 gal
Engine Oil	8 L	2 gal
Final Drive - Each	3 L	0.8 gal
Hydraulic System - Including Tank	85 L	22.5 gal
Hydraulic Tank	72 L	19 gal

Sustainability		
Recyclability	95%	

Dimensions		
Boom	Reach 4.65 m (15'3")	
Stick	Reach R2.5 m (8'2")	
Bucket	GD 0.53 m³ (0.69 yd³)	
Shipping Height - Top of Cab	2810 mm	9.3 ft
Handrail Height	2860 mm	9.4 ft
Shipping Length	7450 mm	24.4 ft
Shipping Length - with Blade	8020 mm	26.3 ft
Tail Swing Radius	1570 mm	5.2 ft
Counterweight Clearance	880 mm	2.9 ft
Ground Clearance	440 mm	1.4 ft
Track Length	3750 mm	12.3 ft
Length to Center of Rollers	3040 mm	10.0 ft
Track Gauge	1990 mm	6.5 ft
Transport Width – with 500 mm (20") Shoes	2490 mm	8.2 ft

Working Ranges & Forces		
Boom	Reach 4.65 m (15'3")	
Stick	Reach R2.5 m (8'2")	
Bucket	GD 0.53 m³ (0.69 yd³)	
Maximum Digging Depth	5490 mm	18 ft
Maximum Reach at Ground Level	8230 mm	27 ft
Maximum Cutting Height	9330 mm	30.6 ft
Maximum Loading Height	6850 mm	22.5 ft
Minimum Loading Height	2530 mm	8.3 ft
Maximum Depth Cut for 2440 mm (8 ft) Level Bottom	5280 mm	17.3 ft
Maximum Vertical Wall Digging Depth	4740 mm	15.6 ft
Minimum Working Equipment Radius	1990 mm	6.5 ft
Bucket Digging Force - ISO	98.45 kN	22,130 lbf
Stick Digging Force - ISO	66.75 kN	15,010 lbf

Air Conditioning System		
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The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 0.8 hg of refrigerant which has a CO₂ equivalent of 1.144 metric tonnes.

STANDARD & OPTIONAL EQUIPMENT

NOTE: Standard and optional equipment may vary. Consult your Cat dealer for details.

	Standard	Optional
UNDERCARRIAGE AND STRUCTURES		
Grease-lubricated track link	✓	
Tie-down points on base frame	✓	
3830 kg (8,440 lb) counterweight	✓	
500 mm (20 in) triple grouser shoes		✓
500 mm (20 in) rubber track shoes		✓
500 mm (20 in) triple grouser shoes with rubber pad		✓
600 mm (24 in) triple grouser shoes		✓
600 mm (24 in) rubber track shoes		✓
2500 mm (8'2") blade		✓
2600 mm (8'6") blade		✓
BOOM AND STICKS		
4.65 m (15'3") Reach boom	✓	
2.2 m (7'3") Reach stick		✓
2.5 m (8'2") Reach stick		✓
3.0 m (9'10") Reach stick		✓
CAB		
Rollover protective structure (ROPS)	✓	
Deluxe cab: air suspension heated seat, 254 mm (10") touchscreen monitor	✓	
Operator Protective Guards (OPG)		✓
Cat Stick Steer		✓
Auxiliary relay		✓
CAT TECHNOLOGIES		
VisionLink	✓	
Cat Remote Flash	✓	
Cat Remote Troubleshoot	✓	
Cat Grade with 2D	✓	
Cat Assist	✓	
Cat Payload	✓	
VisionLink Productivity		✓
Operator Coaching		✓
Cat Grade with 2D with Attachment Ready Option (ARO)		✓
Cat Grade with 3D (single or dual GNSS)		✓
Cat Grade 3D Ready		✓
Cat Grade Connectivity		✓
Cat Advanced Payload		✓
Cat Tiltrotator (TRS) integration		✓

	Standard	Optional
ENGINE		
Cat C3.6 single turbo diesel engine	✓	
One-touch low idle with auto engine speed control	✓	
Auto engine shutdown	✓	
52°C (125°F) high-ambient cooling capacity without de-rate	✓	
-25°C (-13°F) cold start capability	✓	
Electric fuel priming pump	✓	
Variable speed fan	✓	
Single fuel filtration system	✓	
Double element air filter with integrated pre-cleaner	✓	
ELECTRICAL SYSTEM		
Maintenance-free battery	✓	
LED chassis light, left-side/right-side boom lights, cab lights	✓	
Programmable time-delay LED working lights	✓	
360° lighting		✓
SERVICE AND MAINTENANCE		
Grouped engine oil and fuel filters	✓	
Ground-level engine oil dipstick	✓	
S-O-S ports	✓	
Integrated vehicle health management system	✓	
HYDRAULIC SYSTEM		
Boom and stick regeneration circuit	✓	
Auto hydraulic warm up	✓	
Auto two-speed travel	✓	
Electric main control valve	✓	
Boom and stick drift reduction valve	✓	
Electric boom snubber	✓	
Boom and stick lowering check valves		✓
SAFETY AND SECURITY		
2D E-Fence	✓	
Rear and right-side-view cameras	✓	
Ground-level engine shutoff switch	✓	
Service platform with anti-skid plate and countersunk bolts	✓	
Signaling/warning horn	✓	
Cat Detect – People Detection		✓
Cat Command remote control		✓
360° visibility		✓
Swing alarm		✓
Inspection lighting		✓

For more complete information on Cat products, dealer services and industry solutions, visit us on the web at www.cat.com.

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

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www.cat.com www.caterpillar.com

AEXQ4369-00 (12-2024)
Build Number: 07H
(Aus-NZ)



2025 Sourcewell Caterpillar Cooperative Contract Discounts by Model

Machine Model*	New Equipment
2025	Discount to Customer (Off List Price)

Track Type Tractors

D1	23.00%
D1 Fire Dozer	23.00%
D2	23.00%
D2 Fire Dozer	23.00%
D3	23.00%
D3 Fire Dozer	23.00%
D4	23.00%
D5	23.00%
D5 Fire Dozer	23.00%
D6	23.00%
D7	19.00%
D8	19.00%
D9	One Time Only
D10	One Time Only

Wheeled Excavators

M314	26.00%
M315	26.00%
M316	26.00%
M317	26.00%
M318	26.00%
M320	26.00%
M322	26.00%

Material Handlers

MH3022	26.00%
MH3024	26.00%
MH3026	26.00%
MH3040	26.00%
MH3050	26.00%
MH3250	26.00%
MH3260	26.00%

Telehandlers

TH255	23.00%
TH408	24.00%
TL642	24.00%
TL943	24.00%
TL1055	24.00%
TL1255	24.00%

Motor Graders

120	34.00%
120GC	34.00%
140	30.00%
140GC	30.00%
150	30.00%
160	30.00%
14	19.00%

Skid Steer Loaders

226	21.00%
232	21.00%
236	21.00%
242	21.00%
246	21.00%
250	21.00%
260	21.00%
262	21.00%
270	21.00%
272	21.00%

Compact Track Loaders

239	21.00%
249	21.00%
255	21.00%
259	21.00%
265	21.00%
275	21.00%
279	21.00%
285	21.00%
289	21.00%
299	21.00%
299XE Land Management	21.00%

Note

Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational.

All new machines are subject to a commodity surcharge of up to 20% (in some cases, increased tire costs may cause this number to be greater)

All new attachments (CAT work tools) are subject to a commodity surcharge of up to 25%

Dealer costs (example: pre delivery inspection, assembly, freight to final location, etc.) are not subject to list discount

Attachments (CAT work tools) purchased with new machine on same invoice are subject to same list discount as machine

Non-Attached CAT OEM Work Tools are attachments sold on a standalone order without a machine purchase

Parts and Service is offered by the servicing dealer at local rates

Machine Model*	New Equipment
2025	Discount to Customer (Off List Price)

Excavators

300.9	20.00%
301.5	20.00%
301.7	20.00%
301.8	20.00%
301.9	20.00%
302	20.00%
302.7	20.00%
303	20.00%
303.5	20.00%
304	20.00%
305	20.00%
306	20.00%
307.5	20.00%
308	20.00%
309	20.00%
310	20.00%
313	15.00%
313GC	16.00%
315	19.00%
315GC	20.00%
317	19.00%
317GC	20.00%
320	15.00%
320GC	16.00%
323	15.00%
325	15.00%
326	15.00%
330	15.00%
330GC	16.00%
335	15.00%
336	15.00%
340	16.00%
350	10.00%
352	10.00%
374	10.00%
395	10.00%

Forest Machines

538	15.00%
548	15.00%
558	15.00%
568	15.00%

Backhoe Loaders

415	22.00%
416	22.00%
420	22.00%
428 Side Shift	22.00%
430	22.00%
432 Side Shift	22.00%
434 Side Shift	22.00%
440	22.00%
450	22.00%

Wheel Tractor Scrapers

621	18.00%
623	18.00%
627	18.00%
631	18.00%
637	18.00%
651	18.00%
657	18.00%

Articulated Trucks

725	17.00%
730	17.00%
735	17.00%
740GC	17.00%
745	17.00%

Rigid Frame Trucks

770	3.00%
773	3.00%
775	3.00%

Landfill Compactors

816	12.00%
826	12.00%
836	12.00%

Wheel Dozers and Soil Compactors

814	15.00%
815	13.00%
824	15.00%
825	13.00%
834	One Time Only

Machine Model*	New Equipment
2025	Discount to Customer (Off List Price)

Wheel Loaders

903	23.00%
906	23.00%
907	23.00%
908	23.00%
910	23.00%
914	23.00%
920	24.00%
926	24.00%
930	24.00%
938	24.00%
950GC	20.00%
950	18.00%
962	18.00%
966GC	20.00%
966	15.00%
972	11.00%
980	11.00%
982	11.00%
988	11.00%
988GC	11.00%

Track Loaders

953	19.00%
963	22.00%
973	23.00%

Non-Attached CAT OEM Worktools	15.00%
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Parts & Service	N/A
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Technology Solutions	N/A
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Caterpillar Safety Services	15.00%
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Job Site Solutions	N/A
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**Solicitation Number: RFP # 011723****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Caterpillar Inc.**, 100 NE Adams Street, Peoria, IL 61629 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Heavy Construction Equipment with Related Attachments and Technology** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Pursuant to Section 10(b), Supplier will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a Participation Agreement with Supplier obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Supplier will be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Supplier will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the percentage list discount stated in the supplier's proposal.

Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and contract number; formal quotes will list all costs, including all delivery expenses, such as freight and permits (when required).

Alternatively, Participating Entities may choose to make their own transportation arrangements. In such case, there would be no delivery charges from the local participating Cat dealer.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Caterpillar may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Participating Dealers with payments made to the Participating Dealers. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier's Participating Dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and Supplier's Participating Dealer or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. Intentionally Deleted.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors.

D. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier's Participating Dealers must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Participating Dealer conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

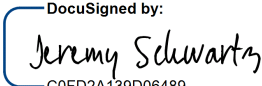
21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

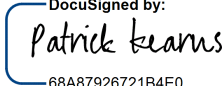
DocuSigned by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 5/5/2023 | 9:41 AM CDT

Approved:

DocuSigned by:

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 Chad Coauette
 Title: Executive Director/CEO
 Date: 5/24/2023 | 12:16 PM CDT

Caterpillar Inc.

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 By: 68A87926721B4E0...
 Patrick Kearns
 Title: Vice President Sales & Marketing,
 Construction Industries
 Date: 5/24/2023 | 9:13 AM PDT

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name: Caterpillar Inc
Address: 100 NE Adams St
Peoria, IL 61629
Contact: Sean Egel
Email: egel_sean_j@cat.com
Phone: 309-675-1399
HST#:

Submission Details

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Submitted By: Sean Egel
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Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Caterpillar Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083	*
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039	*
6	Proposer website address (or addresses):	https://www.caterpillar.com/ , https://www.cat.com/en_US.html	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Primary Contact: Patrick Kearns Title: Vice President Sales & Marketing Address: 100 NE Adams St, Peoria, IL 61629 Email: Kearns_Patrick@Cat.Com Phone: (309) 675-5181	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Sean Egel Title: Governmental Sales Consultant Address: 100 NE Adams St, Peoria, IL 61629 Email: Egel_Sean_J@Cat.Com Phone: (309) 675-1399	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Primary Contact: Marta Sevilla Title: Governmental Marketing Manager Address: 100 NE Adams St, Peoria, IL 61629 Email: Sevilla_Marta_E@Cat.com Phone: (309) 578-1150	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary. In 1925, when Holt and Best merged to form their new tractor company, they used the name so familiar to people around the world: Caterpillar. The Caterpillar Tractor Company is today known as Caterpillar Inc. With 2021 sales and revenues of \$51.0 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy & Transportation – and providing financing and related services through our Financial Products segment. Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability. Caterpillar's Code of Conduct that can be found at https://www.caterpillar.com/en/company/code-of-conduct.html	*
11	What are your company's expectations in the event of an award?	Caterpillar is honored to have served Sourcewell and its members who have purchased Cat® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT. Caterpillar's expectations in the event of an award would be to focus on customer needs and continued growth across all governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Cat dealer network. If awarded, we will send out an email to our entire sales force, applicable to governmental, introducing the contract along with ways to train our salesforce, market, and grow the contract. We look forward to the opportunity to further grow business and serve member needs together in this new Heavy Construction Equipment RFP opportunity.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: https://investors.caterpillar.com/overview/default.aspx Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://investors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents. As 2022 results are yet to be released, below you can find a summary of our full year 2021 financials. In 2021 full year sales and revenues were \$51B of which, North American sales were \$22B. Operating profit was \$6.9B with a profit per share of USD \$11.83. Dividends paid per share of USD \$4.28.	*
13	What is your US market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
14	What is your Canadian market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Our dealers are strong independently owned companies and in North America alone our 47 dealers have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Although we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage. In fact, the current Heavy Equipment contract is leveraged by 95% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein. As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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19	Describe any relevant industry awards or recognition that your company has received in the past five years	Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards. Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)	*
20	What percentage of your sales are to the governmental sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.	*
21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio and NY. Additionally, we are contract holders with OMNIA and NASPO ValuePoint. Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential.	*

23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Listed below are the current GSA contracts that Caterpillar holds: SIN 333924 Utility Trucks and Tractors: 2020=\$6,857,211 2021=\$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=\$0 / 2021=\$143,837 SIN 335999 Power Distribution Equipment: 2020=\$151,267.70 / 2021=\$9,473.07 These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts. Final sales for the year 2022 have yet to be fully reported.	*
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Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Baltimore County, MD	Jamie Donahue	410-952-6981	*
Washington DC Fleet	Greg Harrelson	202-437-3799	*
Town of Scituate Mass.	Kevin Cafferty	781-545-8732	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Virginia Department of Transportation - Central	Government	Virginia - VA	State Department of Transportation for Virginia. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 41 units.	\$12,321,972	*
State of Idaho	Government	Idaho - ID	State of Idaho. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 39 units.	\$10,304,218	*
Alaska Department of Transportation	Government	Alaska - AK	State Department of Transportation for Alaska. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 37 units.	\$12,176,875	*
Arkansas State	Government	Arkansas - AR	State of Arkansas. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 28 units.	\$10,053,000	*
Suwannee County	Government	Florida - FL	A county local to Florida. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 26 units.	\$6,567,420	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
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26	Sales force.	The Cat dealer salesforce is highly capable and trained in the construction industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in depth training on Sourcewell and ensures that all contract terms are followed. Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business. In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the-scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.
27	Dealer network or other distribution methods.	The Cat dealer network is key to the success of our company. Boasting over 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and our easy to view locations map in the attached "Additional Documents" zip file. Cat dealers are independently-owned. Each dealer has multiple branches and a mobile service fleet than can serve customers regardless of location. These are full physical locations our governmental customers can use. Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment. Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well. Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location.

28	Service force.	At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience. In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support. The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members: 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine. 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products. Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar. The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour. Caterpillar is got everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running. Some of our service solutions include: -Cat Fleet Management (Condition Monitoring) - Lowers the total cost of ownership of machine. By connecting your fleet, you will be able to: track the location of your assets, monitor & manage the fuel consumption, identify the operators who would need extra training, and plan & schedule your maintenance. All of which will maximize your uptime. -Customer Value Agreements (CVA) - Customizable plans for your equipment new or used - to do more work with lower, more predictable costs. It's a convenient plan to get the most from your equipment throughout its life. Examples of CVAs may include but are not limited to: Maintenance CVAs, Component CVAs, and Machine CVAs. -S•O•S SM Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet. -Cat Inspect - A digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy to use app.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are serve all geographic areas and all Canoe member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Canoe through Sourcewell contract usage. We have gained momentum with our current contract 032119-CAT in Canada. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat® dealers offer Cat® factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are proud to serve all geographic areas of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell. Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat dealers' sales force. We provide group and individual training to our dealer sales reps, focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include: 1) Press Release 2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada) 3) Government Training & Safety Days (Government customer training events at Caterpillar facilities) 4) Announcement in our governmental customer e-newsletter 5) Feature on our governmental focused website: www.cat.com/governmental 6) Announcement on our social media channels (FB, Instagram, LinkedIn) 7) Display mentions at all governmental tradeshow we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum & Products Expo, and APWA PWX & Annual Rodeo) 8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.)
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers. - Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need. - Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments. - Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own. - Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation. Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from cat.com, social media, etc. Our team qualifies those leads and passes them on to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). We have processes that allows us to confirm our Cat dealers have reached out to those customers.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry. In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers. Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer. Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment. Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites. For more information visit: https://catsimulators.com/
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41	Describe any technological advances that your proposed products or services offer.	Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. We even offer technologies that protect your people. Listed below are a few technology offerings (standard and optional) that are used throughout the world in our Cat equipment. Next Generation Excavators: Cat Vision Link - Delivering valuable data with connected machine. Cat Payload - Precisely load targets every time for faster cycle times. Cat Skid Steer and Compact Track Loaders: Electronic Torque Management System - Helps maximize performance, minimize fuel consumption. Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment. Cat Backhoe Loaders: Selectable Power Management Modes - Saves fuel while maintaining machine performance. Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force. Cat Tractors: Stable Blade - Produces a smoother surface finish. Autocarry - Automatic raising and lowering of blade to maximize pushing capacity and prevent excessive track slippage. Cat Wheel Loaders: Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity. Autodig - consistent high bucket fill factors delivers up to 10% more productivity. Cat Off Highway Trucks: Adaptive Economy Mode - Automatically optimizes fuel consumption without affecting productivity just pressing a button. Truck Production Management System (TPMS) - Weighting system with side indicator lights showing the operator when they are on last pass and when the truck is fully loaded. Cat Articulated Trucks: Advanced Automatic Traction Control (AATC) - Technology that proactively applies inter- and cross-axle differential locks 'on-the-go' when needed without assistance from operator's interaction. Cat Detect with Stability Assist - Warns the operator if machine is approaching a pre-set angle during operation, when driving and tipping. Machine/Operator Safety Technology: Machine Security System - Gives you control over who can operate your machines and when. Prevents theft. Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety. Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment. Cat® Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents. Cat Command - Remote control in operations where an operator could be at safety risk. Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you.
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42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future. We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services. Caterpillar is engineering a brighter future through: - Product innovations - Advanced technologies leveraging know-how and R&D - Usage of renewable fuels and fluids - Solutions to improve jobsite efficiency - Maintenance solutions - Manufacturing operations' carbon efficiency Caterpillar's long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey. Caterpillar is fully committed to our customers' success by not only the design and manufacture of durable, reliable, innovative and rebuildable construction equipment, but also through our extensive and unmatched dealer network that provides you the best service and support to keep your equipment running, regardless of the environment or challenges. We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability please visit our full report attached in the Financial and Stability attachment section.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Plants certified with ISO 14001:2004 Environmental Management System include: 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017 4) Mapleton - 14001:2004 self-certification issued Jan 2013 5) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 6) Reman Services - Franklin - ISO 14001:2004-May 2017

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct. For example: Foley Equipment, a Cat® dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director. One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories. Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers. Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not. For more detail, please see our attached 2021 Global Diversity & Inclusion Report in the Additional Documents folder.
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45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents. In addition to built-in safety features, we also offer products and services that are unique in the industry. Cat Safety Services include, but are not limited to, the following: Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators. Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership. Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures. Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process. Training - can be conducted with e-learning courses on http://safelyhome.cat.com, instructor-led training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc. Fleet Management & Services through Caterpillar Job Site Solutions: We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today. Details on products and services are available at www.cat.com/safety. More information can be found in the additional document section. Pricing can be found in the pricing document section.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see applicable warranty statements in the attached documents.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar does not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.	*
51	What are your proposed exchange and return programs and policies?	Please see applicable warranty statements in the attached documents.	*
52	Describe any service contract options for the items included in your proposal.	We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options. 1) Equipment Protection Plans (EPP): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage: 1) Powertrain 2) Powertrain + Hydraulics 3) Powertrain + Hydraulics + Technology 4) Premier A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires. 2) Customer Value Agreements (CVA's): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs. The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public. Caterpillar has its own financing arm, Cat Financial. Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide. Cat Financial offers you a complete solution for your acquisition needs: - Equipment & Attachments - Parts - Service - Rebuilds Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease. Find more information from Cat Financial here: https://www.cat.com/en_US/support/financing-protection.html	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcewell members. We have provided base machine list pricing in the document pricing section. Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational. For the execution of the agreement we will ask our Cat dealer and Sourcewell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the stated list discount to that configured list price amount. Dealer and members should remember to factor in any expected price increases if a machine will be built to order. The pricing document, in the applicable pricing document attachment section, shows the list discount offered for each new machine. Additionally, we are pleased to offer a list discount of 15% off all products and consulting services under Cat Safety Services.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 3 - 34% off of the list price depending on the product family or model.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, etc. They may offer members additional discounts and /or services at their discretion.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced goods / Open Market Items are available to members from Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and /or invoice shall be deemed sufficient.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcewell members.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcewell member's location.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the Sourcewell members' location.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Machines are large purchases and if there are unique Sourcewell member requirements our dealers will be happy to discuss on a case by case basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Caterpillar wants to provide the governmental customer the best list discount possible to allow them to be good stewards of tax-payers funds. We want our governmental customers to have the ability to choose which cooperative contract better fits their needs.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #032119-CAT) is working well. 1) To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software. 2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy. 3) At month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting. 4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 011723.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcewell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Cat equipment product line, consisting of more than 300 machines, sets the standard for our industry. We plan to help you meet your needs with our equipment, with our distribution and product support system, and the continual introduction and updating of products. Caterpillar is pleased to offer a wide variety of products for Sourcewell members. Excluding paving products, equipment and services awarded on 060122-CAT these include: - Cat Backhoe Loaders (9 models offered) - Cat Compact Track Loader/Skid Steer Loader (14 models offered) - Cat Track/Wheel Hydraulic Excavators (41 models offered) - Cat Motor Graders (7 models offered) - Cat Telehandlers (8 models offered) - Cat Track Loaders (3 models offered) - Cat Track/Wheel Dozers (15 models offered) - Cat Wheel Loaders (19 models offered) - Cat Wheel Tractor Scrapers (7 models offered) - Cat Articulated Trucks (5 models offered) - Cat Rigid Frame Trucks (2 models offered) - Cat Material Handlers (3 models offered) - Cat Landfill Compactors (3 models offered) - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. Services and support include: - Cat Attachments (Worktools) - Cat Technology - Cat Safety Services - Cat Job Site Solutions - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. - Services and support brochures can be found in the additional documents section by name of offering. For more detailed information on each of these products/offerings see the following website: https://www.cat.com/en_US.html
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
7	Motor Graders	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
73	Wheeled and tracked excavators	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
74	Bulldozers, compactors, scrapers, articulated and rigid haulers	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
75	Cranes	☐ Yes ☒ No	NIA
76	Accessories or attachments for the offering in #71-75 above	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
77	Technology or services for the offering in #71-75 above	☒ Yes ☐ No	Manufactured or offered by Caterpillar. Offerings listed in applicable pricing attachment section.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	☐ Yes ☒ No	NIA

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Machine Pricing.zip - Tuesday January 17, 2023 15:29:45
 - [Financial Strength and Stability](#) - Fin Strength and Stability.zip - Tuesday January 17, 2023 10:31:16
 - [Marketing PlanSamples](#) - Marketing Plan.pdf - Tuesday January 17, 2023 14:53:49
 - WMBEIMBEISBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Combined.pdf - Monday January 16, 2023 10:36:31
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Additional Documents.zip - Tuesday January 17, 2023 16:05:29

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sean Egel, Sales Support Consultant, Caterpillar Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☒	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☒	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☒	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☒	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☒	1

SOURCEWELL TRADEMARK LICENSE ADDENDUM

This Addendum is by and between **SOURCEWELL**, 202 – 12th Street NE, PO Box 219, Staples, Minnesota 56479 (“Sourcewell”) and **Caterpillar Inc.**, having its principal place of business at 5212 N. O’Connor Blvd., Suite 1100, Irving, TX 75039, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 (“Caterpillar” or “Vendor”). Sourcewell and Caterpillar may be referred to in this Agreement as a “Party” and collectively as the “Parties.”

The Parties maintain a contractual relationship for Vendor to provide equipment, products, or services to Sourcewell’s cooperative purchasing contracts as follows:

Sourcewell Contract 011723 – CAT (Solicitation Number: 011723)

Sourcewell and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses and visual representations thereof (“Licensed Trademarks”), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

ARTICLE I: GRANT OF LICENSE

A. GRANT OF LICENSE. During the term of the Contract:

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell’s Licensed Trademarks provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell’s relationship with Vendor.
2. Vendor grants to Sourcewell a royalty-free, worldwide (except for those jurisdictions that are prohibited by applicable Anti-Corruption and International Trade Laws), non-exclusive right and license to use Vendor’s Licensed Trademarks provided to Sourcewell by Vendor in advertising and promotional materials for the purpose of marketing Vendor’s relationship with Sourcewell.

“Anti-Corruption and International Trade Laws” means all statutes, regulations, rules, executive orders, supervisory requirements, directives, ordinances, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization related to bribery, fraud, corruption, or international trade.

3. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

B. LIMITED RIGHT OF SUBLICENSE. The rights and licenses granted herein includes a limited right of each Party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

C. USE; QUALITY CONTROL.

1. Neither Party may alter the other Party's Licensed Trademarks from the form provided by the other Party and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.
2. Each Party agrees to use, and to cause its Permitted Sublicensees to use, the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party or their Permitted Sublicensees have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.
3. Beyond what is permitted in this Addendum, neither Party will:
 - a. attempt to register, or register any trademark, service mark, symbol, logo, get-up or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;
 - b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;
 - c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or
 - d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

ARTICLE II: TERM, TERMINATION, AND MISCELLANEOUS.

- A. **EFFECTIVE DATE.** This Addendum is effective upon the date of the final signature below.
- B. **TERMINATION.** Unless earlier terminated in accordance with this Article, this Addendum expires immediately upon the expiration or termination of the Contract.
 1. *Termination for Convenience.* This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.
 2. *Termination for Breach.* This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.
 3. *Effect of Termination.* Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, and require its Permitted Sublicensees to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo

(excepting Sourcewell’s pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

- 4. Miscellaneous. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties.

All other terms of the Contract remain in full force and effect, unless otherwise terminated.

DocuSigned by:
SOURCEWELL
By: Jeremy Schwartz
C0FD2A139D06489...
Name: Jeremy Schwartz
Title: Director of Operations and Procurement
Date: 5/24/2023 | 2:45 PM CDT

DocuSigned by:
Caterpillar Inc.
By: Patrick Kearns
68A87926721B4E0...
Name: Patrick Kearns
Title: Vice President Sales & Marketing - North America
Date: 5/24/2023 | 12:48 PM PDT

Consent Agenda Item Commentary

Item Title

Consideration and approval of purchase of a VacHunter Combo 3300 Single Tank Vactor Truck in the amount of \$388,667.50 from Texas Underground/Pipehunter through State Contract

Initiator

Dylan Warner

Staff Information Source

Nathan Radach

Background

Purchase of VacHunter Combo 3300 Single Tank Vactor Truck to support City of Bixby with pipe excavation for wastewater access, cleaning, jetting and removal of debris. Existing Vac Truck will be utilized by Water and Stormwater Department to prevent cross contamination. Available funds have been verified through the Capital Equipment budget.

Exhibits

1. PipeHunter Mini-Combo 3635 PH6C .xlsx - Quote Sheet
2. Rev Mini Combo Comparison (PipeHunter VS Vactor Vs Vac-con 3Yd) 02-24-23.docx (1)

Key Issue

Water Infrastructure, Stormwater Infrastructure

Council Action

Approve or Deny

Recommendation

Approve

Item No: 11.**Meeting Date**

April 13, 2026

Meeting

20260413 Bixby Public Works Authority Agenda



Phone 800 373 1318 Fax 281 485 5953

1617 Garden Road Pearland TX 77581

**Cost Final - VacHunter Combo 3300 CFM 40 @ 3000****SINGLE ENGINE SINGLE TANK DESIGN****Quote Date: October 1, 2025****Customer: C/O Bixby OK, Erik Dye****Job # 4361****Salesman: Joshua Pandian****Due Date: PEND CHASSIS 120****Dealer: TUI****Stock #****P.O. Number:**

Part Number	Description	Quantity	Price	Total
DEBRIS TANK				
	600 Gallon Capacity 3YD	1	STD	STD
	Hydraulic Rear Door	1	STD	STD
	Hydraulic Dump Tank Lift	1	STD	STD
	High-Pressure Body Washout System	1	STD	STD
	6" ANSI Flange Drain with Butterfly Valve Lower door stand Pipe		STD	STD
	Ladder On Debris Tank & Ladder To Deck	1	STD	STD
	Debris Tank Float Ball Level Indicator	1	STD	STD
	Stainless Steel Debris Tank & Door	1	STD	STD
	Stainless Steel Final Filter & Cyclone		\$ 6,500.00	\$ -
	3" Gravity Drainage Front Bumper	1	\$ 1,700.00	\$ 1,700.00
	Purge Valve Gravity Drain 1 1/4 Ball Valve	1	\$ 345.00	\$ 345.00
	300 GPM Stanley Pump Off 10ft Lay Flat Hose		\$ 5,000.00	\$ -
	450 GPM Stanley Pump Off 10ft Lay Flat Hose		\$ 7,900.00	\$ -
	6" Knife Valve	1	\$ 1,500.00	\$ 1,500.00
	3" Knife Valve		\$ 695.00	\$ -
FRONT REEL MOUNT 3/8" STEEL DESIGN HYDRAULIC DRIVE HOSE REEL DUAL CHAIN DRIVE				
	800' Capacity x 3/4"	1	STD	STD
	Articulating Reel Hydraulic	1	STD	STD
	Reel Speed Control	1	STD	STD
	Standard Level Wind		STD	STD
	Double Roller Levelwind	1	\$ 500.00	\$ 500.00
	Manual Footage Counter	1	\$ 712.00	\$ 712.00
	Level Wind w/ Counter		\$ 830.00	\$ -
	Digital Footage Counter		\$ 3,500.00	\$ -
	Auto Lube Swivel	1	\$ 200.00	\$ 200.00
	Auto Levelwind		\$ 8,500.00	\$ -
SEWER HOSE & CLEANING TOOLS 3000 PSI				
	Tiger Tail(1)Std 3"	1	STD	STD
	Nozzle Rack	1	STD	STD
	15 Degree Nozzle	1	STD	STD
	30 Degree Nozzle	1	STD	STD
	Nozzle Skid Assy 6"	1	STD	STD
	3/4" Leader hose	10	\$ 13.00	\$ 130.00
	3/4" Jet Hose	600	\$ 4.15	\$ 2,490.00
3007-49	RED DAWG Chisel Point Nozzle 2.3"	1	\$ 423.50	\$ 423.50
3007-159	RED DAWG 10 JET CULVERT NOZZLE 3"		\$ 605.00	\$ -
3007-119	RED DAWG Texan Mini	1	\$ 1,017.50	\$ 1,017.50
3007-1761240	RED DAWG ROOT DAWG	1	\$ 797.50	\$ 797.50
3007-1550	RED DAWG PELICAN CASE		\$ 118.80	\$ -

Manhole - Upper Roller Aluminum	1	\$	350.00	\$	350.00
Manhole - Hook		\$	100.00	\$	-
WATER SYSTEM					
600 Gallon Water Tank - Stainless Steel	1		STD		STD
25' Fill Hose w Storage Rack	1		STD		STD
Debris-Water Tank Interconnect	1	\$	2,500.00	\$	2,500.00
Hydrant Fill Strainer	1	\$	375.00	\$	375.00
Hydrant Wrench		\$	100.00	\$	-
Auto Shut Off Fill / Side Level Indicator Lights Including Water & Debris	1	\$	4,500.00	\$	4,500.00
WATER PUMP PTO DIRECT DRIVE MOUNTED UNDER FRAME					
3,000 PSI @ 40 GPM Giant Water Pump 5132	1		STD		STD
Washdown System-43H with gun and 25ft hose Control Panel	1		STD		STD
3,000 PSI @ 50 GPM Giant Water Pump 7 Series		\$	7,000.00	\$	-
Air Purge	1	\$	185.00	\$	185.00
Winter Recirculation	1	\$	595.00	\$	595.00
Multi Flow	1	\$	295.00	\$	295.00
Petcocks Pump Drain	1	\$	200.00	\$	200.00
Hydro excavation Package-Gun, 0 Degree tip, and Rip saw for digging (2) 5ft Barrel SS Extension 50ft Retractable Hand Gun Reel w 50' x 1/2" hose Storage Tube For Tools (1) Extra Blue Gun Low Pressure Curb Side Controls	1	\$	5,500.00	\$	5,500.00
CONTROL PANEL					
Water Pump On/Off	1		STD		STD
Vacuum On/Off	1		STD		STD
Hydraulics On/Off	1		STD		STD
Emergency Kill	1		STD		STD
Fuel Tank Chassis	1		STD		STD
Electric Throttle	1		STD		STD
Tachometer	1		STD		STD
Water Pressure	1		STD		STD
Water On/Off Valve	1		STD		STD
Reel Speed Control	1		STD		STD
Reel IN/OUT	1		STD		STD
BLOWER PTO BELT DRIVE					
3300 CFM Blower	1		STD		STD
Cyclone Separator Dual	1		STD		STD
Vacuum Breaker	1		STD		STD
6" Vacuum System					
36" x 6" Crown Nozzle W/Hat Flange (1) STD	1		STD		STD
48" x 6" Vacuum Tube w/Hat Flange (2) STD	2		STD		STD
60" x 6" Vacuum Tube w/Hat Flange (3) STD	3		STD		STD
Pipe Storage Area 6"	1		STD		STD
Clamps For Tubes 6"	1		STD		STD
Ban Locks In Leau Of Hat Flange		\$	475.00	\$	-
Fold Down Pipe Rack		\$	3,500.00	\$	-
36" x 6" Crown Nozzle W/Hat Flange		\$	155.00	\$	-
36" x 6" Vacuum Tube w/Hat Flange		\$	180.00	\$	-
48" x 6" Vacuum Tube w/Hat Flange		\$	268.00	\$	-
60" x 6" Vacuum Tube w/Hat Flange		\$	315.00	\$	-
TOOL STORAGE					
TOOL Tray Above frame each side of water/debris tank	2		STD		STD
TOOL BOX 18 X 18 X 36 TM Locking Below Frame			\$720.00	\$	-
TOOL BOX 24 X24 X 30 TM Locking Below Frame	1		\$780.00	\$	780.00
Front Bumper Mounted Tool Boxes 16x12x18 w/Side Markers			\$580.00	\$	-

3004-5049-L	Driver Side Mounted Tool Box 24x24x36 Flat Aluminum	1	\$1,500.00	\$	1,500.00
3004-5049-R	Passenger Side Mounted Tool Box 24x24x36 Flat Aluminum	1	\$1,500.00	\$	1,500.00
	Rubber Dry Decking	5	\$150.00	\$	750.00
FRONT BOOM WITH OPTIONS					
	6 FT Telescoping Boom	1	STD		STD
	Powered Boom Rotation Std W Boom	1	STD		STD
	Boom Pendant Control- Up/Down, Telescope, Boom Swing, Vacuum Breaker. 30 foot lanyard PLUG ONLY WHEN WIRELESS ORDERED		STD		STD
	Wireless Boom Pendant Control- Up/Down, Telescope, Boom Swing, Vacuum Breaker, Throttle,	1	\$ 4,500.00	\$	4,500.00
	Boom assembly Remote Lube	1	\$ 3,000.00	\$	3,000.00
	Auto Lube Boom Swing	1	\$ 200.00	\$	200.00
LIGHTING					
ELECTRICAL OPTIONS					
9000-0021	Arrowstick w Control Box & Mounting Bracket LED	1	\$ 2,500.00	\$	2,500.00
	Qty (4) Light - Strobes Flat one each corner of truck	1	\$ 1,250.00	\$	1,250.00
9000-0022	Light - Strobe Light w/Limb Guard		\$ 285.00	\$	-
9000-0011	Light - Hand Held Spot Light		\$ 192.00	\$	-
9000-0066	Light - Hand Held Spot With Reel		\$ 260.00	\$	-
	Light - Low Water Warning Light		\$ 205.00	\$	-
9000-0030P	Light - Low Water Warning Alarm		\$ 250.00	\$	-
9000-0023	Light - Panel Light		\$ 80.00	\$	-
9000-0024	Light - Work Light-(Control panel) LED	1	\$ 200.00	\$	200.00
9000-0024	Light - Work Light (Engine-Pump area)		\$ 200.00	\$	-
9000-0024	Light - Work Light (Arrowstick DS) LED		\$ 200.00	\$	-
9000-0024	Light - Work Light (Arrowstick PS) LED		\$ 200.00	\$	-
9000-0010	12 volt power outlet on Control Panel		\$ 80.00	\$	-
	PH LED Super Light (Boom Mounted)	1	\$ 350.00	\$	350.00
	Light Bar Side Debris Tank 1 ea. Side	2	\$ 400.00	\$	800.00
	Light Bar Arrowstick	1	\$ 400.00	\$	400.00
	Light Bar Boom	1	\$ 400.00	\$	400.00
	12 Volt Power Outlet On Control Panel Female		\$ 85.00	\$	-
	Back Up Camera With Rear Camera	1	\$ 1,800.00	\$	1,800.00
	Back Up Camera With Front Rear Camera		\$ 2,500.00	\$	-
	Back Up Alarm	1	\$ 200.00	\$	200.00
MANUALS					
	PipeHunter Operator's Manual CD	1	STD		STD
FRAME & AXLE					
	Industrial Frame	1	STD		STD
	DOT LIGHTING PACKAGE	1	STD		STD
	Traffic Cone Rack	1	\$ 125.00	\$	125.00
	Triangle Kit	1	\$ 100.00	\$	100.00
	Fire extinguisher	1	\$ 125.00	\$	125.00
LINER OPTION					
	PipeHunter Debris Tank & Reel White Paint		\$ 3,000.00	\$	-
	PipeHunter Debris Tank & Reel Speed Liner	1	STD		STD

Liner Color: **Debris Tank & Reel White Paint -Black Liner-Black Boom**

Quoted By: Tim Doughty

Total Options:	\$	44,795.50
Base Price:	\$	220,000.00
Sub Total:	\$	264,795.50
Discount:	\$	-
Sub Total:	\$	264,795.50

CHASSIS 2025 Freightliner SD108 26000 GVWR, 113" CA Auto Trans 3000 Series 300 HP \$122,000.00

\$

122,000.00

Miles @ \$4.00

468

Freight: \$

1,872.00

Ship Method:

Notes:

Total: \$

388,667.50

Signing this quote confirms that you have verified the specifications and agree with the final costs. Any specification changes made after verification may alter costs. It is the dealer/customer's responsibility to ensure that the equipment ordered meets specifications and/or quotations.

113" CA CHASSIS & PTO Programming Specs
List

Auto Neutral Safety- When air parking brake applied, the transmission goes to neutral.
Rear Toggle for chassis throttle at rear of unit, Chassis provider will provide a kit to include pre wired harness for connecting toggle to engine harness
Max RPM of 2100 Bump Ramp rate to match typical cruise control rate
On hold down of toggle, to idle
17500 Rear 11 Front Auto Trans 3000 Series 10 Bolt PTO 240 HP PTO TO BE OPEN BOTH PORTS
FRONT MOUNT REEL GVW

Signature: _____

Date: _____



PIPEHUNTER 3-YD Non CDL Combo vs. VACTOR & VAC-CON

			
	PIPEHUNTER	Vac-Con Titan	Vactor Impact
Debris Body Tank	3 Yds Stainless Steel Including Door Standard.	3 Yds Corten Steel (Only)	3 Yds Exten Steel (Only)
Water Tank Capacity	600 Gallons Single Stainless Steel Std.	500 Gallons Dual 250 Gallon Aluminum Saddle Tanks	500 Gallons Dual 250 Gallon Aluminum Saddle Tanks
Hose Reel Front Mount	800' Capacity Hydraulic Articulation Front Frame Extensions 3/8" Steel design narrow design easy levelwind. Flanges not required Hydraulic worm gear rotation lock reel any position. Dual chain drive. Standard reel speed control.	500' Capacity Only Bolt On Reel No front frame extensionsm1/4" Steel design wide design flanges required for support. Manual rotation	500' Capacity Only Bolt On Reel No front frame extensionsm1/4" Steel design wide design flanges required for support. Manual rotation
Vacuum System PD Blower	3,300 CFM 6" Diameter Roots 624 Blower	2,100 CFM 6" Diameter Roots 616 Blower	2,100 CFM 6" Diameter Roots 616 Blower
Boom	6" True Telescopic Additional 6 foot Telescopic Reach 45 degree bend Radius	6" Extendable Boom No Additional Reach	6" Extendable Boom No Additional Reach
High Pressure Water Pump	30 @ 4000, 40 @ 3000, 50 @ 3000 Giant Triplex Pump - Field Serviceable	30 gpm @ 3000 PSI - Hydraulic driven - variable speed	¾ 40 gpm/2,500 psi Only Internal Rodder Pump Repairs Not Field Serviceable
Chassis	Freightliner -Peterbilt- International 300 HP 3000 Series Medium Duty Trucks Front Frame Rails	Freightliner M2, 190 HP Light Duty Truck No Frame Extensions	Freightliner M2, 190 HP Light Duty Truck No Frame Extensions
Webpage	Link	Link	Link
Marketing Message	The most capable Non-CDL vacuum truck in the industry.	A truly non-CDL truck designed for optimal performance and minimal footprint.	COMPACT DESIGN. BIG iMPACT
Literature	Link	Link	Link

Consent Agenda Item Commentary

Item Title

Consider and/or possible action to enter into a contract with CBEW for the FY-26 audit in the amount of \$10,700 (BPWA portion).

Initiator

Charles Barnes

Staff Information Source

Charles Barnes

Background

FY-26 will be a continuation of commitment by the accounting firm CBEW Professional Group, LLP for the City's annual audit. We have been pleased with the work they have performed, their knowledge of governmental auditing requirements and their professional staff. They have been very diligent to have our Audited Financial Statements done for timely filing with the Municipal Securities Rulemaking Board in order for the City to maintain our excellent Standard & Poor's Bond Rating.

Exhibits

1. Consent Agenda 4-13-2026 CBEW Engagement for FY26 Audit - BPWA
2. MFSOK Agreement - Bixby 2026
3. 2025 CBEW Peer Review Report

Key Issue

Contract for the audit of the BPWA's financial statements.

Council Action

Approve or Deny

Recommendation

Approve

Item No: 12.**Meeting Date**

April 13, 2026

Meeting

20260413 Bixby Public Works Authority Agenda

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discussion and possible action to enter into a contract with CBEW for the FY-26 audit in the amount of \$10,700 (BPWA portion)

INITIATOR: Charles Barnes

STAFF INFO. SOURCE Charles Barnes

BACKGROUND: FY-26 will be a continuation of commitment by the accounting firm CBEW Professional Group, LLP for the City's annual audit. We have been pleased with the work they have performed, their knowledge of governmental auditing requirements and their professional staff. They have been very diligent to have our Audited Financial Statements done for timely filing with the Municipal Securities Rulemaking Board in order for the City to maintain our excellent Standard & Poor's Bond Rating.

EXHIBITS: Audit Engagement Letter

KEY ISSUE: Contract for the audit of the BPWA's financial statements.

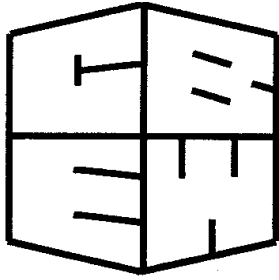
COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve

ITEM NO: Consent Agenda

MEETING DATE: 4/13/2026

MEETING: BPWA



CBEW Professional Group, LLP

Certified Public Accountants

P.O. Box 790

Cushing, OK 74023

918-225-4216 FAX 918-225-4315

Charles E. Crooks, Jr., CPA – Trisha J. Rieman, CPA – Gabrielle Conchola, CPA

March 25, 2026

Charles Barnes, CPA
City Treasurer/Finance Director
And those charged with Governance
City of Bixby
P.O. Box 70
Bixby, OK 74008

RE: Financial Audit for the Fiscal Year Ended June 30, 2026

Thank you for allowing CBEW Professional Group, LLP to perform auditing services for your City. This letter sets forth our understanding of the arrangements to conduct an audit of your financial statements and outlines the nature and scope of the services we will provide to you.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information, which collectively comprise the basic financial statements of the City of Bixby (City) as of and for the fiscal year ended June 30, 2026. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subject to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules and related footnotes.
3. Pension Schedules.

Members of American Institute and Oklahoma Society of CPA's
Serving Our Clients Since 1960

Audit Scope and Objectives (Continued)

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements taken as a whole:

1. Schedule of Expenditures of Federal Awards, if applicable.
2. Combining Fund Financial Statements.

The funds and Public Trusts encompassed in the audit scope of services will include all of those activities defined as a part of the City in accordance with the guidelines of the National Council on Government Accounting (NCGA) and the Governmental Accounting Standards Board (GASB). Therefore, in addition to the City, the audit will present the financial activities of the Bixby Public Works Authority as blended component units. A separate audit report will not be issued for the Public Works Authority.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit (Continued)

We have identified the following significant risk(s) of material misstatement as part of our audit planning: management override of controls and improper revenue recognition due to fraud.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Upon completion of the audit we will file the Annual Survey of City and Town Finances (form SA&I 2643), described in Section 17-105.1 of the Oklahoma Statutes as prepared by your consultant. We will submit a copy of the audit to the Oklahoma State Auditor and Inspector (with the required \$100 fee). Further, we will be available to answer questions throughout the year. This regulatory filing is a nonaudit service and does not constitute an audit under *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements).

Responsibilities of Management for the Financial Statements and Single Audit (Continued)

Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). We understand that your consultants, Crawford & Associates, P.C., will draft the financial statements, related notes, and supplemental information, including the schedule of expenditures of federal awards, if applicable, in accordance with the requirements of the Uniform Guidance, and assist in drafting the MD&A. Even though your consulting CPA firm prepares your financial statements and related notes in conformity with generally accepted accounting principles in the United States of America, the responsibility for the financial statements and related information remains with you. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report.

Responsibilities of Management for the Financial Statements and Single Audit (Continued)

Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards.

You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information

Responsibilities of Management for the Financial Statements and Single Audit (Continued)

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We understand that your consultant will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules and retrieving supporting documents. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, the City will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Engagement Administration, Fees, and Other (Continued)

The audit documentation for this engagement is the property of CBEW Professional Group, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Oklahoma State Auditor and Inspector (with the required \$100 fee), a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CBEW Professional Group, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oklahoma State Auditor and Inspector. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We will perform these services as expeditiously as possible in order to meet the time requirements of the engagement. Chuck Crooks is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our fieldwork as soon as practical following Crawford & Associates completion of their work. It is understood that Crawford & Associates, P.C. will prepare necessary end of year adjusting entries, convert the accounting records from a modified cash basis to GAAP, as applicable, prepare working trial balances, and provide back-up documentation to us as auditors. Additionally, your consultants and your accounting personnel would be available to answer questions and to provide assistance in locating records and any documents selected by us for testing, and to prepare schedules and analyses as may be necessary. A list of such schedules will be furnished to you shortly before or after we begin the engagement.

Every effort will be taken to keep that fee to a minimum consistent with the requirements of the engagement. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will be addressed in Exhibit 1. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered at the conclusion of the audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement.

If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. This engagement does not include any services not specifically stated in this letter. You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you the scope of the additional services and the estimated fees.

Engagement Administration, Fees, and Other (Continued)

We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter. Additional services of a significant nature, which you may request, will be billed separately.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Board of City Commissioners of the City of Bixby. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our Privacy Policy—Your Privacy is Important to Us

Preserving your trust is a core value of our practice and the accounting profession. CBEW Professional Group, LLP recognizes that you expect us to protect the information you provide to us and to use it responsibly. We highly value your trust and confidence in us, and we want to assure you that any personal information obtained during our audit is kept confidential and secure. We are strongly committed to fulfilling the trust that is the foundation of your expectations.

We follow standard industry practices to actively protect the confidentiality, security, and integrity of your information. We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. We also maintain physical, electronic, and procedural safeguards that comply with our professional standards. In so doing, we restrict access to your personal information to those employees who need to know that information to provide services to you. Additionally, our employees are bound by strict internal confidentiality policies.

The audit documentation (working papers) for this engagement is the property of CBEW Professional Group, LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain documentation available to a Federal or State agency providing direct or indirect funding or its designee or to the U.S. Government Accountability Office for purpose of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such documentation will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying any audit documentation.

In the event we are requested or authorized by you or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement, you will, so long as we are not part to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Other

Our firm, as well as other accounting firms, participates in the AICPA's peer review program covering our audit and accounting practice. This is also a requirement of *Government Auditing Standards*. Under this program, our system of quality control is subjected to a peer review by a team of certified public accountants approved by the state administering entity. As part of this peer review, the team will review a sample of our work. It is possible that the work performed for you may be selected for their review. If it is, the peer review team is bound by professional standards to keep all information confidential.

Government Auditing Standards (Yellow Book) require that we provide you with a copy of our most recent external peer review report. Our 2025 peer review report accompanies this letter.

We are confident that CBEW Professional Group, LLP can continue to meet your current and ongoing needs. If you have any questions, please contact us at 918-225-4216. We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement.

City of Bixby
March 25, 2026
Page 12

If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
CBEW PROFESSIONAL GROUP, LLP
Certified Public Accountants

Chuck E. Crooks
Chuck E. Crooks, CPA
Partner and Audit Department Coordinator

ACKNOWLEDGMENT:

The foregoing letter fully describes the services required and is accepted by us.

"CITY"

THE CITY OF BIXBY, OKLAHOMA,
a municipal corporation

Date: _____ By: _____

Contract amount approved by the Bixby City Council on this ____ day of _____
2026.

By: _____
Mayor

ATTEST:

City Clerk

APPROVED:

City Attorney

AUDIT FEES

Our estimate of fees as calculated below represents the maximum amount of fees to be charged annually based on the scope of services set forth in the engagement letter, which is made a part of the audit fee consideration and this cost information.

Our fees are based on hourly rates by personnel as follows:

Partners (CPA's)	\$ 225.00 per hour
Staff Accountants (CPA's and Degreed Accountants)	\$ 125.00 to 175.00 per hour
Clerical Staff (Non-Degreed)	\$ 65.00 to 85.00 per hour

We will provide management support throughout the year on financial matters and other consulting services as needed at the above rates. Because of the expertise needed to assist management on financial matters during the year it is anticipated that partner level assistance would normally be necessary, however, additional services, when requested, would be performed by the competent individuals with a rate most beneficial to the City in the circumstances.

1. Conduct annual audits of the financial statements of the City of Bixby and its component units in conformity with AICPA Standards, *Governmental Auditing Standards*, and continuing requirements of GASB standards. The fee also includes preparation of the Management letter and SA&I Form 2643.

100 hours estimated @ \$188.00 average rate	\$ 18,800.00
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2. Additional requirements of Uniform Guidance.

16 Hours estimated @ \$125.00 average rate.	2,000.00
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2. Travel and out-of-pocket expenses. 500.00

3. SA&I Filing Fee. 100.00

Total <u>Maximum Fees</u> including expenses	\$ <u>21,400.00</u>
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With this proposal we are committing to a three-year engagement subject to your annual approval based on the scope of services currently requested. Our proposed audit fees for the subsequent two years ending June 30, 2027-June 30, 2028 would increase no more than \$500 each subsequent year.

This proposal continues our original five-year engagement commitment dated August 26, 2011 subject to your annual approval based on the scope of services currently requested reflecting annual increases of \$500.00. The above fee has increased by \$500 from the amount shown in our 2025 engagement letter.

COPY OF PEER REVIEW REPORT

Our firm is a member of the American Institute of Certified Public Accountants (AICPA), the national professional organization of CPA's and the Division for CPA Firms of the AICPA which is a voluntary self-regulatory organization established to foster quality performance. Member firms must complete "Peer Reviews" of their accounting and auditing practices every three in order to retain membership in the AICPA. Peer reviews are also a requirement of *Government Auditing Standards*. Our firm has successfully completed thirteen independent peer reviews of its accounting and auditing practice over the past 40 years. The reviews concluded that our firm complies with the stringent quality control standards set by the AICPA. *Our last seven peer reviews resulted in no letter of comments or deficiencies which ranks our firm in the top 10% of reviewed firms nationally.* A copy of our latest peer review report is attached which covers the year ended December 31, 2024.

Report on the Firm's System of Quality Control

July 1, 2025

To the Partners of CBEW Professional Group, LLP
and the Peer Review Committee of the Oklahoma Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of CBEW Professional Group, LLP (the firm) in effect for the year ended December 31, 2024. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of the applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government auditing Standards, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion the system of quality control for the accounting and auditing practice of CBEW Professional Group, LLP in effect for the year ended December 31, 2024, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. CBEW Professional Group, LLP has received a peer review rating of *pass*.

Watson Coon Ryan, LLC

Centennial, Colorado

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Consideration and/or approval of the purchase of a snow plow and spreader attachments for dump truck in the amount of \$56,450.00 to Industrial Truck Equipment through the Sourcewell Contract #062222-VCM.

INITIATOR: Dylan Warner

STAFF INFORMATION SOURCE: Nathan Radach

BACKGROUND: Purchase of snow plow and spreader attachment for large dump truck for additional snow removal capacity. Currently have two large trucks outfitted, the additional plow/spreader will fully outfit the Public Works fleet to ensure adequate coverage during snow events and better support the City.

EXHIBITS: Vendor Quotation

KEY ISSUE: Public Safety, Snow Removal

COUNCIL ACTION: Consideration or Approval

RECOMMENDATION: Approve.

ITEM NO: _____

MEETING DATE: 04-13-26

MEETING: Council



Industrial Truck Equipment, Inc.

3400 South Thomas Road
Oklahoma City, OK 73179
Phone: 4056886100

Quotation

Quote City of Bixby
To: 9501 E. 151 st S
Bixby, OK 74008

Quote Number:	103516	Contact:	Paul Jordan
Quote Date:	09/29/2025	Expires:	10/31/2025
Customer:	CITY OF BIXB	Inquiry:	
Salesman:	Dunnam, Devin	Terms:	Net 15
Ship Via:		Phone:	918-344-4089
		FAX:	

SOURCEWELL
Viking-Cives
Snow and Ice equipment
#062222-VCM
Maturity Date: 8/15/2026
Customer:
City of Bixby
Bixby , Oklahoma
Account # 20483
Item(s) Sold:
(SW-TK0552 x15)
(SW-TK0554)
(SW-SP0172)
(SW-SR0115)
(SW-SR0445)
(SW-SR0425)
(NJ2500)

FOR STERLING DUMP TRUCK

<u>Item</u>	<u>Part Number</u> <u>Description</u>	<u>Revision</u>	<u>Quantity</u>	<u>Price</u>
1	557-MW36R11-PLOWONLY Viking MW36R11 Snow Plow (Plow Only, No hitch) UQH Swivel, MW Compression Arms, 2 Chain Lift, 12" Rubber Deflector, 36" Plow Markers, Carbide Cutting Edge		1	\$15,750.00 /EA
			Total:	\$15,750.00
2	557-15'SREADER Viking-Cives 15' Stainless Steel Conveyor Spreader with Galvanized Top Screens Hydraulic Power		1	\$29,200.00 /EA
			Total:	\$29,200.00
3	557-15'LEGSTANDS 15' Galvanized Spreader Stand		1	\$6,100.00 /EA
			Total:	\$6,100.00

Quote Number: 103516 (continued from page 1)

<u>Item</u>	<u>Part Number</u> <u>Description</u>	<u>Revision</u>	<u>Quantity</u>	<u>Price</u>
4	LIGHT BAR (FOR SPREADER) 66" Rear Stainless Steel Light Bar Kit Mounted to the rear of the Salt Spreader with SS Brackets. Includes: 2x Stop/Tail/Turn Lights 2x Reverse Lights 3x 2.5" Red Upper DOT Light 2x Whelen Red/Blue 500 Series Lights 2x LED Work Lights Mounted at the sides of Bar w/ SS Brackets Loomed Neatly and P-Clamped along the back of spreader to drop down into 7 Way Plug Connection.		1	\$1,700.00 /EA
			Total:	\$1,700.00
5	MUNI-LABOR Labor to Install Leg Stands and Wire Light Bar to Spreader		15	\$125.00 /HR
			Total:	\$1,875.00
6	SHOP SUPPLIES Shop Supplies		1	\$75.00 /EA
			Total:	\$75.00
7	FREIGHT CHARGES FREIGHT CHARGES		1	\$1,750.00 /EA
			Total:	\$1,750.00
			Sub-Total:	\$56,450.00
			Tax Exempt:	\$0.00
			Total:	\$56,450.00

Please call, text, or email me with any questions:

C: 479-857-9941

Devin@iteok.com

Thank you for this opportunity, I look forward to working with you.

By Dunnam, John
Industrial Truck Equipment, Inc.

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Consideration and/or approval of the purchase of six (6) 5 Ford vehicles in the amount of \$358,751.50 to Bill Knight Automotive through Oklahoma State Contract SW0035.

INITIATOR: Dylan Warner

STAFF INFORMATION SOURCE: Nathan Radach

BACKGROUND: Purchase of six (6) Ford Vehicles to support City of Bixby Public Works Department with a total cost of \$358,751.50. With the reconfiguration of the Public Works Department, addition of new staff, and age of the current fleet, these vehicles are anticipated to replace aging equipment or outfit additional staff as needed. Vehicle listing/cost breakdown:

- Ford Ranger Pickup – \$35,179.68 - Water Testing Department
- Ford F-250 Pickup – \$61,648.00 - Water Foreman
- Ford F-250 Pickup – \$61,648.00 - Streets Foreman
- Ford F-550 Truck – \$75,554.59 - Water Parts Truck
- Ford F-550 Truck – \$75,426.00 - Water Dump Truck
- Ford Transit-250 Cargo Van – \$49,295.21 - Service van for vehicle shop for mobile repair support.

EXHIBITS: Vendor Quotations –5 Attachments

KEY ISSUE: Public Works

COUNCIL ACTION: Consideration or Approval

RECOMMENDATION: Approve.

ITEM NO: _____

MEETING DATE: 04-13-26

MEETING: Council

BILL KNIGHT

FORD

Fleet and Commercial Center

waterSW0035

Category #25101507

Item # 10000028551

Dealer Name: Bill Knight Ford

Make: Ford

NEW: 19,500# Crew Cab & Chassis

Model: W5H

March 5, 2026

City of Bixby (OK):

Howdy Paul Jordan,

We are pleased to offer for your consideration one (1) new, in-stock Oxford White 2025 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H).

Please see below for your Contract Pricing.

		MSRP	SW0035
F-550 Crew XL 2WD DRW Chassis 179" WB 60" CA	W5G	\$60,785	\$57,450.00
Four Wheel Drive (4X4)	W3H	\$3,500	\$3,088.00
203" Wheelbase - 84" Cab to Axle	203	\$180	\$200.00
HD Vinyl 40/20/40 Split Bench Seat	AS	\$0	\$0.00
6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	99T	\$10,495	\$10,075.20
Tires, All Terrain, LT245/75Rx17E BSW	TGK	\$215	\$206.40
Axle, Limited Slip, 4.30	X4L	\$395	\$379.20
Rapid Heat Supplemental Heater	41A	\$350	\$336.00
Running Boards, Platform (Black)	18B	\$445	\$427.20
Engine Block Heater	41H	\$190	\$182.40
Skid Plates	41P	\$100	\$0.00
Power Outlet (120V/400W)	43C	\$175	\$168.00
Spare Tire & Wheel	512	\$350	\$0.00
Trailer Brake Controller	52B	\$300	\$0.00
High-Capacity Trailer Tow Package	535	\$580	\$556.80
Alternator (410 Amps)	67B	\$115	\$110.40
Heavy-Service Front Suspension Package	67H	\$125	\$120.00
Payload Plus Package Upgrade	68H	\$1,155	\$1,108.80
Exterior Back-up Alarm	76C	\$220	\$211.20
Rear View Camera & Prep Kit	872	\$515	\$494.40
XL Chrome Package	96V	\$325	\$312.00

9625 South Memorial Drive
Tulsa, Oklahoma 74133-6197
Phone: 918-526-2397 · Fax: 918-526-2395

BILLKNIGHT

FORD
Fleet and Commercial Center

Total (each)

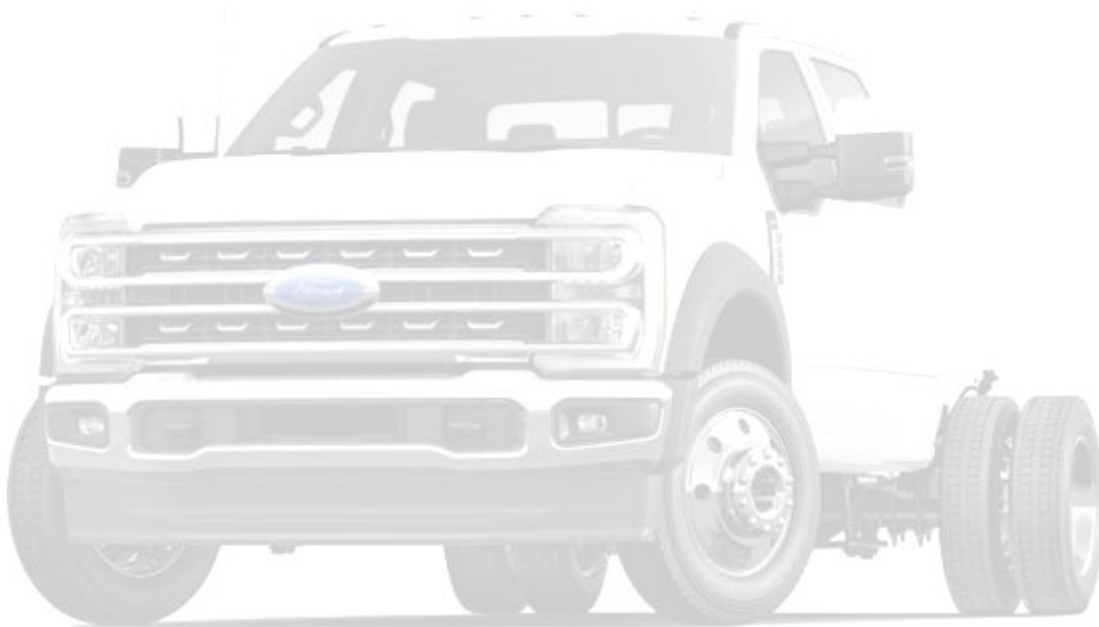
\$80,515 **\$75,426.00**

2025 MY in-stock option

Thank you



Steven Wiley
Bill Knight Ford Fleet Center
(918) 526-2394 Direct Line
swiley@billknightauto.com



9625 South Memorial Drive
Tulsa, Oklahoma 74133-6197
Phone: 918-526-2397 · Fax: 918-526-2395



ford.com

VEHICLE DESCRIPTION

SUPER DUTY

2025 F550 4X4 CREW CHASSIS
XL 203" WB CHASSIS CAB
6.7L POWER STROKE V8 DIESEL
10-SPEED AUTO TORQSHIFT

SE D40631

EXTERIOR
OXFORD WHITE
INTERIOR
MEDIUM DARK SLATE VINYL

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- HEADLAMPS - AUTOLAMP (ON/OFF)
- HEADLAMPS -WIPER ACTIVATED
- HEADLAMPS-HALOGEN
- MIRRORS - HTD, PWR GLASS/ MANUAL-FOLD/TURN SIGNALS
- ROOF CLEARANCE LIGHTS
- TOW HOOKS
- TRAILER SWAY CONTROL
- TRAILER TOW WIRE HARNESS
- WIPERS- INTERMITTENT

INTERIOR

- 4.2" PRODUCTIVITY SCREEN
- AIR COND, MANUAL FRONT
- BLACK VINYL FLOOR COVERING
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- POWER LOCKS AND WINDOWS
- STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS
- UPFITTER SWITCHES

FUNCTIONAL

- 4-WHEEL ANTILOCK BRAKE SYS
- FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- REMOTE KEYLESS ENTRY
- STABILIZER BAR, FRONT/REAR
- SYNC®4 W/8" SCREEN

SAFETY/SECURITY

- ADVANCETRAC™ WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SECURE PKG 1 YR INCLUDED
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS™

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE

OPTIONAL EQUIPMENT/OTHER

PREFERRED EQUIPMENT PKG.660A

6.7L POWER STROKE V8 DIESEL

10-SPEED AUTO TORQSHIFT

225/70R19.5G BSW MAX TRAC TIRE

4.30 RATIO LIMITED SLIP AXLE

RAPID HEAT SUPPLEMENTAL HEATER

FRONT LICENSE PLATE BRACKET

PLATFORM RUNNING BOARDS

19550# GVWR PACKAGE

ENGINE BLOCK HEATER

SKID PLATES

50 STATE EMISSIONS

120V/400W OUTLET

SPARE TIRE AND WHEEL

TRAILER BRAKE CONTROLLER

HIGH CAPACITY TRAILER TOW PKG

JACK

40 GAL AFT OF AXLE FUEL TNK

410 AMP DUAL ALTERNATOR

HEAVY SERVICE FRONT SUSPENSION

PAYLOAD PLUS PACKAGE UPGRADE 2

EXTERIOR BACKUP ALARM

DUAL BATTERY

REAR VIEW CAMERA & PREP KIT

XL CHROME PACKAGE

.BACKGLASS DEFROST

.POWER SLIDING REAR WINDOW

.FOG LAMPS

.REMOTE START SYSTEM

.PRIVACY GLASS

(MSRP)

10,495.00

NO CHARGE

215.00

395.00

350.00

NO CHARGE

445.00

190.00

100.00

NO CHARGE

175.00

350.00

300.00

580.00

NO CHARGE

NO CHARGE

115.00

125.00

1,155.00

220.00

NO CHARGE

515.00

325.00

PRICE INFORMATION

BASE PRICE

TOTAL OPTIONS/OTHER

TOTAL VEHICLE & OPTIONS/OTHER

DESTINATION & DELIVERY

\$62,370.00

16,050.00

78,420.00

2,095.00

(MSRP)

	RAMP ONE		TOTAL MSRP \$80,515.00
	RC28	RAIL	
	RAMP TWO	ITEM #: 52-A449 O/T 5C	Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance .
	This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.		SPECIAL ORDER SE201 N RB 2X 530 002345 05 20 25

EPA DOT

Fuel Economy and Environment

FUEL ECONOMY RATINGS NOT REQUIRED ON THIS VEHICLE

fueleconomy.gov

Calculate personalized estimates and compare vehicles



48 YEARS BUILT Ford TOUGH

F-SERIES®

AMERICA'S BEST SELLING TRUCKS

The FordPass™ Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford.** See in-vehicle settings for connectivity options.

*Based on 1977–2024 CY total sales.

**FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes WI-FI hotspot.



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SCAN OR TEXT 1FSED40631 TO 48028

Msg & Data rates may apply. Text HELP for help



www.ford.com/help/privacy-terms/



WARNING:

Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.



SW0035
Category #25101507A
Item # 1000009315A
Dealer Name: Bill Knight Ford
Make: Ford
NEW: Mid-Size Truck
Model: R4P

March 5, 2026

City of Bixby (OK):

Howdy Paul Jordan,

We are pleased to offer for your consideration one (1) new, ordered 2026 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P).

Please see below for your Contract Pricing.

	MSRP	SW0035
Ranger 4x4 SuperCrew 5' box 128.7" WB XL R4P	\$38,745	\$35,179.68

2026 MY Order: Leadtime 4-5 months

Thank you

A handwritten signature in black ink, appearing to read "S.W.Q.", written over a horizontal line.

Steven Wiley
Bill Knight Ford Fleet Center
(918) 526-2394 Direct Line
swiley@billknightauto.com



Prepared by: Steven Wiley
03/06/2026

Bill Knight Ford Fleet Center | 9625 S. Memorial Drive Tulsa Oklahoma | 74133

2026 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 625

Major Equipment

(Based on selected options, shown at right)

10-speed automatic

- | | |
|---|---|
| * 17 x 7.5-inch front and rear silver aluminum wheels | * P255/70RS17 AT BSW front and rear tires |
| * Overdrive transmission | * Lock-up transmission |
| * Transmission electronic control | * Stainless steel single exhaust |
| * All-speed ABS and driveline traction control | * Lead acid battery |
| * Battery run down protection | * Fuel tank capacity: 17.99 gal. |
| * Auto stop-start engine | * Driver selectable drivetrain mode |
| * Steering wheel mounted audio controls | * Bluetooth wireless audio streaming |
| * 10.1 inch primary display | * AM/FM stereo radio |
| * AM/FM | * Seek scan |
| * SYNC 4 external memory control | * Vehicle body length: 210.6" |
| * Wheelbase: 128.7" | * Standard ride suspension |
| * Trip computer | * Power door mirrors |
| * Manual folding door mirrors | * DRL preference setting |
| * Daytime running lights | * Deep tinted windows |
| * Variable intermittent front windshield wipers | * Manual climate control |
| * Rear under seat climate control ducts | * Driver front impact airbag |
| * Seat mounted side impact driver airbag | * Passenger front impact airbag |
| * Seat mounted side impact front passenger airbag | * Airbag occupancy sensor |
| * 6 airbags | * AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover |

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$36,850.00
Equipment Group 100A Standard	N/C
Engine: 2.3L EcoBoost	Included
Transmission: Electronic 10-Speed Automatic	Included
3.73 Axle Ratio	Included
GVWR: 6,270 lbs	Included
Tires: 255/70R17 All-Terrain BSW	Included
Wheels: 17" Silver-Painted Aluminum	Included
Cloth Front Bucket Seats	Included
128" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo	Included
STX Appearance Package	Included
SYNC 4A	Included
Halogen Fog Lamps	Included
LED Reflector Headlamps	Included
STX Fender Badge	Included
SUBTOTAL	\$36,850.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Steven Wiley
03/06/2026

Bill Knight Ford Fleet Center | 9625 S. Memorial Drive Tulsa Oklahoma | 74133

2026 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 625

Major Equipment

- | | |
|--|--|
| * Manual rear child safety door locks | * SecuriLock immobilizer |
| * Fixed rear seats | * Full folding rear seats |
| * Front facing rear seat | * Fold-up rear seat cushion |
| * Height adjustable rear seat head restraints | * Manual rear seat head restraint control |
| * 3 rear seat head restraints | * Rear bench seat |
| * Rear seat center armrest | * Bucket front seats |
| * Driver seat with 6-way directional controls | * Front passenger seat with 6-way directional controls |
| * Height adjustable front seat head restraints | * Manual front seat head restraint control |
| * Front seat center armrest | * Manual reclining driver seat |
| * Manual height adjustable driver seat | * Manual driver seat fore/aft control |
| * Manual reclining passenger seat | * Manual height adjustable control passenger seat |
| * Manual passenger seat fore/aft control | * Cloth front seat upholstery |
| * Cloth front seatback upholstery | * Manual driver seat lumbar |
| * 4-wheel disc brakes | * 4-wheel antilock (ABS) brakes |
| * Electronic parking brake | * Brake assist system |
| * Hill start assist | |

As Configured Vehicle

MSRP

Destination Charge\$1,895.00

TOTAL \$38,745.00



Prepared by: Steven Wiley
03/06/2026

Bill Knight Ford Fleet Center | 9625 S. Memorial Drive Tulsa Oklahoma | 74133

2026 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 625

Fuel Economy

City
20 mpg



Hwy
24 mpg

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

BILL KNIGHT

FORD
Fleet and Commercial Center

SW0035
Category #25101611
Item # 1000009441
Dealer Name: Bill Knight Ford
Make: Ford
NEW: 3/4 Ton Cargo Van
Model: R1Y

March 5, 2026

City of Bixby (OK):

Howdy Paul Jordan,

We are pleased to offer for your consideration one (1) new, in-stock Oxford White 2026 Transit-250 Cargo RWD Medium Roof Van 148" WB (R1C).

Please see below for your Contract Pricing.

		SW0035	MSRP
Transit-250 Cargo RWD Medium Roof Van 148" WB	R1C	\$47,552.81	\$53,895
Lockable Door Bulkhead w/Window	47T	\$1,742.40	\$1,815
Total From Ford		\$49,295.21	\$55,710

Thank you



Steven Wiley
Bill Knight Ford Fleet Center
(918) 526-2394 Direct Line
swiley@billknightauto.com

ford.com

VEHICLE DESCRIPTION

TRANSIT

2026 T-250 MR CARGO RWD
2 PASSENGER 148" WB
3.5L PFDI V6 (GAS)
10-SPEED TRANSMISSION

EXTERIOR
OXFORD WHITE
INTERIOR
DARK PALAZZO GRAY VINYL

TK A67207

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- AUXILIARY FUEL PORT
- BODY SIDE MOLDINGS - BLACK
- BUMPERS - CARBON BLACK
- DOOR HANDLES - BLACK
- DUAL POWER MIRRORS
- EASY FUEL® CAPLESS FILLER
- GLASS - SOLAR-TINTED
- HEADLAMP COURTESY DELAY
- HEADLAMPS - AUTOLAMP (ON/OFF)
- SINGLE SLIDING SIDE DOOR
- TIRE INFLATOR/SEALANT KIT
- WIPERS - RAIN-SENSING

INTERIOR

- A/C CLIMATE CONTROL
- ACCESSORY TURN-OFF DELAY
- ASSIST HANDLES - A-PILLAR
- CENTER CONSOLE
- DUAL SUNVISORS
- ELECTRONIC AUTO TEMP CTRL
- INTERIOR LIGHTING - LED
- IP CLUSTER 8" DIGITAL SCRΝ
- LOCKING GLOVE BOX
- POWERPOINT - 12V (FRONT)
- STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS
- TACHOMETER
- USB A(1) AND C(1)-1ST ROW

FUNCTIONAL

- 5G MODEM
- AM/FM/MP3/BLUETOOTH & USB
- FORD CO-PILOT360®
- FORWARD COLLISION WARNING
- FRONT PARKING SENSORS
- KEYLESS ENTRY W/PUSH START
- LANE-KEEPING SYSTEM/ALERT
- POST-COLLISION BRAKING
- POWER LOCKS AND WINDOWS
- PRE-COLLISION ASSIST W/AEB
- REAR PARKING SENSORS
- REAR VIEW CAMERA
- SYNC®4 & 12" TOUCHSCREEN
- WIRELESS APPLE CARPLAY® AND ANDROID AUTO™

SAFETY/SECURITY

- ADVANCETRAC™ WITH RSC®
- AIRBAGS w/ FRONT, SIDE AND SAFETY CANOPY® SYSTEM
- BRAKES - 4WHEEL DISC W/ABS
- ELCTR STABILITY/TRACTN CTL
- PASSIVE ANTI-THEFT SYSTEM
- PRE-COLLISION ASSIST W/AEB
- REAR HIGH MOUNT STOP LAMP
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE

OPTIONAL EQUIPMENT/OTHER

1023-761T06/16/25OK

PREFERRED EQUIPMENT PKG.101A

3.73 NON-LIMITED SLIP AXLE

FRONT LICENSE PLATE BRACKET

9150# GVWR PACKAGE

B-PILLAR ASSIST HANDLE

50 STATE EMISSIONS

BULKHEAD W/LOCKABLE DOOR

CONN PKG: 1 YR INCL W/FORD APP

(MSRP)

NO CHARGE

NO CHARGE

NO CHARGE

NO CHARGE

1,815.00

NO CHARGE

PRICE INFORMATION

BASE PRICE

51,800.00

TOTAL OPTIONS/OTHER

1,815.00

TOTAL VEHICLE & OPTIONS/OTHER

53,615.00

DESTINATION & DELIVERY

2,095.00

(MSRP)

RAMP ONE

CS15

RAMP TWO

CONVOY

ITEM #:

52-A275 O/T 5B

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

TOTAL MSRP

\$55,710.00

Scan The QR Code to get more details about this vehicle

SPECIAL ORDER

TB091 N RB 2X 615 007616 02 09 26

California Air Resources Board

Gasoline Vehicle

Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with higher ratings:

Greenhouse Gas Rating (tailpipe only)

A+

C

D

Cleaner

Smog Rating (tailpipe only)

A+

A

D

Cleaner

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

Not Rated

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash

Driver Passenger

Not Rated

Not Rated

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash

Front seat Rear seat

Not Rated

Not Rated

Based on the risk of injury in a side impact.

Rollover

Not Rated

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236

1FTBR1C85TKA67207

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

FordPass Connect™

Download the FordPass™ app* and you can:

Access Vehicle Control Features

- Remotely start, lock and unlock your vehicle.
- Locate your vehicle and check approximate fuel range.
- Receive vehicle health alerts.

Activate 4G LTE Wi-Fi Hotspot

- New vehicles include a 3-month or 3GB data (whichever comes first) Wi-Fi trial.
- Connect up to ten Wi-Fi-equipped devices.

*Compatible with select smartphone platforms. FordPass Connect™ service required (see App Terms for more information). Connected service and related feature functionality is subject to compatible AT&T-network availability. Evolving technology/cellular networks may affect functionality and availability, or continued provision of some features, prohibiting them from functioning. Message and data rates may apply!See your local Ford website for our privacy policy.

The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle Settings for connectivity options.

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Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

Credit

Get Prequalified now at www.ford.com/finance

BILL KNIGHT

FORD

Fleet and Commercial Center

SW0035

Category #25101507

Item # 10000028551

Dealer Name: Bill Knight Ford

Make: Ford

NEW: 19,500# Crew Cab & Chassis

Model: W5H

March 6, 2026

City of Bixby (OK):

Howdy Paul Jordan,

We are pleased to offer for your consideration one (1) new, ordered Oxford White 2026 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H).

Please see below for your Contract Pricing.

		SW0035	MSRP
F-550 Crew XL 4WD DRW Chassis 179" WB 60" CA	W5G	\$59,334.99	65785
203" Wheelbase - 84" Cab to Axle	203	\$172.80	\$180
HD Vinyl 40/20/40 Split Bench Seat	AS	\$0.00	\$0.00
6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	99T	\$10,555.20	\$10,995
Tires, All Terrain, LT245/75Rx17E BSW	TGK	\$206.40	\$215
Axle, Limited Slip, 4.30	X4L	\$379.20	\$395
Rapid Heat Supplemental Heater	41A	\$336.00	\$350
Running Boards, Platform (Black)	18B	\$427.20	\$445
Engine Block Heater	41H	\$240.00	\$250
Transfer Case Skid Plates	41P	\$144.00	\$150
Power Outlet (120V/400W)	43C	\$216.00	\$225
Spare Tire & Wheel	512	\$336.00	\$350
Trailer Brake Controller	52B	\$288.00	\$300
High-Capacity Trailer Tow Package	535	\$556.80	\$580
Alternator (410 Amps)	67B	\$0.00	\$0
Heavy-Service Front Suspension Package	67H	\$120.00	\$125
Payload Plus Package Upgrade	68H	\$1,108.80	\$1,155
Exterior Back-up Alarm	76C	\$220.80	\$230
Rear View Camera & Prep Kit	872	\$494.40	\$515
XL Chrome Package	96V	\$408.00	\$425
Total (each)		\$75,544.59	\$82,670

9625 South Memorial Drive
Tulsa, Oklahoma 74133-6197
Phone: 918-526-2397 · Fax: 918-526-2395

BILL***K*****NIGHT**

FORD

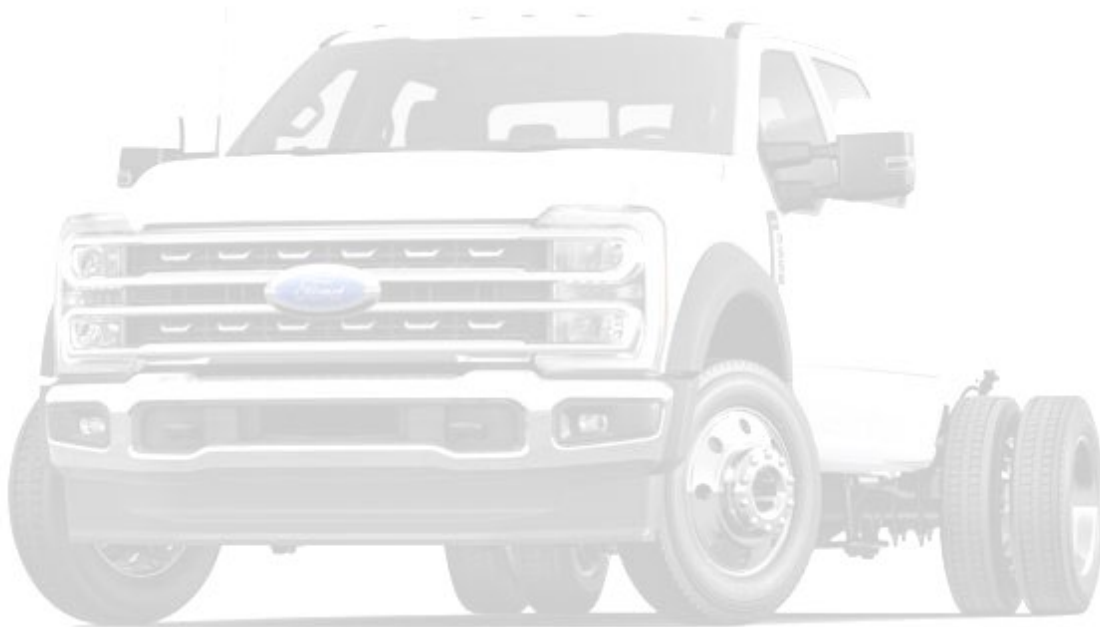
Fleet and Commercial Center

2026 MY Order: Leadtime 12-16 weeks

Thank you



Steven Wiley
Bill Knight Ford Fleet Center
(918) 526-2394 Direct Line
swiley@billknightauto.com



9625 South Memorial Drive
Tulsa, Oklahoma 74133-6197
Phone: 918-526-2397 · Fax: 918-526-2395

Prepared for: Paul Jordan

City of Bixby, OK

Prepared by: Steven Wiley

03/06/2026



Bill Knight Ford Fleet Center | 9625 S. Memorial Drive Tulsa Oklahoma | 74133

2026 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 645 | Quote ID: Bixby203

Major Equipment

(Based on selected options, shown at right)

10-speed automatic

- | | |
|---|---|
| * Running boards | * 19.5 x 6-inch front and dual rear argent steel wheels |
| * LT225/70RS19.5 AT BSW front and rear tires | * Front tires LT load rating: G |
| * Overdrive transmission | * PTO transmission provision |
| * Lock-up transmission | * Transmission electronic control |
| * Alternator Amps: 250A | * Stainless steel single exhaust |
| * Driveline managed traction control | * Battery rating: 750CCA |
| * Dual lead acid battery | * Battery run down protection |
| * Fuel tank capacity: 40.00 gal. | * Engine block heater |
| * Engine retarder system | * Auxiliary power take-off |
| * Steering wheel mounted audio controls | * 8 inch primary display |
| * AM/FM stereo radio | * AM/FM |
| * Seek scan | * SYNC 4 external memory control |
| * Vehicle body length: 289.2" | * Wheelbase: 203.0" |
| * Cab to axle: 84.0" | * Axle to end of frame: 47.2" |
| * Axle capacity rear: 14,706 lbs. | * Tire/wheel capacity rear: 15,000 lbs. |
| * Axle capacity front: 7,000 lbs. | * Spring rating front: 7,000 lbs. |
| * Firm ride suspension | * Trip computer |
| * Rear window defroster | * Power door mirrors |
| * Heated driver and passenger side door mirrors | * Manual folding door mirrors |
| * DRL preference setting | * Daytime running lights |

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$63,170.00
Order Code 660A	N/C
Transmission: TorqShift 10-Speed Automatic	Included
Wheels: 19.5" x 6" Argent Painted Steel	Included
HD Vinyl 40/20/40 Split Bench Seat	Included
Monotone Paint Application	STD
203" Wheelbase	STD
Radio: AM/FM Stereo w/MP3 Player	Included
Fleet Customer Powertrain Limited Warranty	N/C
50-State Emissions System	STD
SYNC 4	Included
Ford Connectivity Package (1-Year Included)	Included
Tires: 225/70Rx19.5G BSW Traction (TGK)	\$215.00
Limited Slip w/4.30 Axle Ratio	\$395.00
Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	\$10,995.00
Dual 68 AH/65 AGM Battery	Included
High Capacity Trailer Tow Package	\$580.00
GVWR: 19,550 lb Payload Plus Upgrade Package 2	\$1,155.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Paul Jordan

City of Bixby, OK

Prepared by: Steven Wiley

03/06/2026



Bill Knight Ford Fleet Center | 9625 S. Memorial Drive Tulsa Oklahoma | 74133

2026 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 645 | Quote ID: Bixby203

Major Equipment

* Light tinted windows	* Variable intermittent front windshield wipers
* Manual climate control	* Rear under seat climate control ducts
* Driver front impact airbag	* Seat mounted side impact driver airbag
* Passenger front impact airbag	* Seat mounted side impact front passenger airbag
* 6 airbags	* Manual rear child safety door locks
* SecuriLock immobilizer	* Fixed rear seats
* 60-40 folding rear seats	* Front facing rear seat
* Fold-up rear seat cushion	* Height adjustable rear seat head restraints
* Manual rear seat head restraint control	* 3 rear seat head restraints
* Split-bench rear seat	* 40-20-40 split-bench front seat
* Driver seat with 4-way directional controls	* Front passenger seat with 4-way directional controls
* Height adjustable front seat head restraints	* Manual front seat head restraint control
* Split-bench front seat	* Front seat center armrest
* Front seat armrest storage	* Manual reclining driver seat
* Manual driver seat fore/aft control	* Manual reclining passenger seat
* Manual passenger seat fore/aft control	* Vinyl front seat upholstery
* Vinyl front seatback upholstery	* Manual driver seat lumbar
* 4-wheel disc brakes	* 4-wheel antilock (ABS) brakes
* Brake assist system	* Hill Start Assist

As Configured Vehicle

MSRP

Heavy-Service Front Suspension Package	\$125.00
Rapid-Heat Supplemental Cab Heater	\$350.00
410 Amp Dual Alternators	Included
Platform Running Boards	\$445.00
Engine Block Heater	\$250.00
Transfer Case Skid Plates	\$150.00
Pro Power Onboard - 400W Outlet	\$225.00
Spare Tire & Wheel	\$350.00
6-Ton Hydraulic Jack	Included
Trailer Brake Controller	\$300.00
Exterior Backup Alarm (Pre-Installed)	\$230.00
Rear View Camera & Prep Kit	\$515.00
XL Chrome Package	\$425.00
Chrome Front Bumper	Included
Bright Grille	Included
Privacy Glass w/Power Sliding Rear Glass	Included
Rear Window Defroster	Included
Remote Start	Included
Halogen Fog Lamps	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Paul Jordan

City of Bixby, OK

Prepared by: Steven Wiley

03/06/2026



Bill Knight Ford Fleet Center | 9625 S. Memorial Drive Tulsa Oklahoma | 74133

2026 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 645 | Quote ID: Bixby203

Fuel Economy

City
N/A



Hwy
N/A

As Configured Vehicle	MSRP
SUBTOTAL	\$79,875.00
Destination Charge	\$2,795.00
TOTAL	\$82,670.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

BILL KNIGHT

Fleet and Commercial Center

SW0035
 Category #25101507
 Item # 1000009355
 Dealer Name: Bill Knight Ford
 Make: Ford
 NEW: ¾-Ton Crew Cab
 Model: W2B

April 3, 2026

City of Bixby (OK):

Howdy Paul Jordan,

We are pleased to offer for your consideration one (1) new, in-stock Oxford White 2025 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B).

Please see your Contract Pricing below.

		SW0035	MSRP
F-250 4x2 SD Super Cab 6.75' box 148" WB SRW XL	X2A	\$46,250.00	\$51,400
Four Wheel Drive	W2B	\$3,840.00	\$2,585
6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	99T	\$9,775.00	\$10,495
Tires, All Terrain - LT245/75R17E BSW	TBM	\$160.00	\$165
Axle, Electric Locking (3.73)	X3E	\$400.00	\$430
FX4 Off Road Package	17X	\$0.00	\$550
Platform Running Boards	18B	\$425.00	\$445
120V/400W Outlet	43C	\$168.00	\$175
Upfitter Switches	66S	\$165.00	\$230
Remote Start	76S	\$240.00	\$250
XL Chrome Package	96V	\$225.00	\$325
Total		\$61,648.00	\$67,050
Total for two (2)		\$123,296.00	\$134,100

2025 Model Year In-Stock Option

Thank you



Steven Wiley
 Bill Knight Ford Fleet Center

9625 South Memorial Drive
 Tulsa, Oklahoma 74133-6197
 Phone: 918-526-2397 · Fax: 918-526-2395



(918) 526-2392 Direct Line
swiley@billknightauto.com

9625 South Memorial Drive
Tulsa, Oklahoma 74133-6197
Phone: 918-526-2397 · Fax: 918-526-2395

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Consideration and/or approval of the purchase of a Kubota SSV Skid Steer Loader with No-Flat Tires in the amount of \$61,155.93, to Stewart martin Equipment Company through Sourcewell Contract 2948852

INITIATOR: Dylan Warner

STAFF INFORMATION SOURCE: Nathan Radach

BACKGROUND: Purchase of Kubota SSV Skid Steer Loader with No-Flat Tires to support City of Bixby with stormwater/creek access for cleaning and clearing, and removal of debris. Existing Skid Steer loader uses tracks for mobility, a wheeled unit will assist Public Works team in accessing uneven terrain more safely and efficiently. Available funds have been verified through the Capital Equipment budget.

EXHIBITS: Vendor Proposals

KEY ISSUE: Stormwater, Public Works

COUNCIL ACTION: Consideration or Approval

RECOMMENDATION: Approve.

ITEM NO: _____

MEETING DATE: 04-13-26

MEETING: Council

-- Standard Features --

-- Custom Options --



S Series SSV75PHFRC
*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Vertical Lift Path Loader Frame
Standard Front Quick Coupler,
Float Standard
Hydraulic Quick Coupler Option
One Way Self-Leveling
with Kubota Shock-less Ride
(KSR) Option
Loader Boom Lock
Open ROPS & Air Conditioned
ROPS/FOPS Cab Models
Adjustable, Vinyl, Suspension
Seat
2" Retractable Seat Belt and 2-
Piece Seat Bar
12V Electric Outlet
20.9 gpm Auxiliary Hydraulics,
30.4 gpm High Flow Hydraulics
Option
Direct To Tank Return Line
12x16.5, 10PR Heavy-Duty
Tires
Two Speed Travel System
Spring Applied Hydraulically
Released (SAHR) Brakes
Gear Drive Pumps & Variable
Loader
and High Flow Pumps (if
equipped)
Mechanical Hand & Foot
Controls
Electronic Dial Throttle
Automatic Glow Plugs
Key Switch Stop/Start System
Self-Bleed Fuel System
2 Front and 2 Rear Working
Lights
2 Front Corner Lights & 2 Rear
Red Tail Lights
Hour Meter, Engine
Temperature and Fuel
Gauges and Warning Lights
Horn and Backup Alarm
Lockable Fuel Cap Door
Bolt On Grab Handles to enter
machine

ISO-PILOT CONTROL BASIC

UNIT
SSV75PHFRC, AC Enclosed Cab,
High Flow Hydraulics,
Self-Leveling with KSR,
Hydraulic Quick Coupler

OPERATIONAL DIMENSIONS

Operating Weight*, SSV75P*,
Open ROPS/FOPS Cab,
Mechanical Quick Coupler 8,157 lbs.
Rated Operating Capacity (ROC)
@ 50% of Tipping Load 2,690 lbs.
Tipping Load 5,380 lbs.
Travel Speed (Low / High) 7.4 / 11.8 mph
Reach @ Maximum Height 36.9"
Height to Hinge Pin 128.3"
Ground Clearance 8.1"
Traction Force 8,494 lbf.
20.9 gpm Auxiliary Hydraulics, 30, 4 gpm
High Flow
Hydraulics Option with Multi-Functions
Controls and 14-pin coupler

ENGINE

V3307 Kubota CR-TE4, Tier 4 Diesel
Engine
4-Cylinder, 4 Cycle, Turbo Charged
71.6 Gross HP @ 2600 rpm
3.3 L Displacement
196 lbf-ft Peak Torque

DIMENSIONS

Cab Height 81.3"
Width over wheels 71.8"
Width with 68" standard bucket 75.0"
Length without bucket 115.0"
Length with standard bucket 144.1"

SSV75PHFRC Base Price: \$71,704.00

Selected Kubota Attachments

(1) 74" Low Profile, Long Floor, Bolt-On Cutting
Edge, Side Cutter, 19.7 cu-ft heaped capacity
AP-SL74SLLC-74" Low Profile, Long Floor, Bolt-On Cutting
Edge, Side Cutter, 19.7 cu-ft heaped capacity

Total Kubota Attachments: \$2,539.00

Total Attachments: \$2,539.00

Configured Price: \$74,243.00

Sourcewell Discounts:

Kubota Items: (\$17,818.32)

Total Discount: (\$17,818.32)

SUBTOTAL: \$56,424.68

Kubota Item Fees:

Dealer Assembly: \$0.00

Freight Cost: \$831.25

PDI: \$400.00

Total Unit Price: \$57,655.93

Quantity Ordered: 1

Final Sales Price: \$57,655.93

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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107.154.96.6



STEWART MARTIN
KUBOTA
 SALES & LEASING
 EST. 1929

Quote Number: 1005028
 Effective Date: 03/06/2026
 Valid Through: 03/31/2026

Ship To

City of Bixby
 Eric Dye
 116 W Needles Ave
 Bixby, OK 74008
 : (918) 261-0222
 edye@bixbyok.gov

Kubota Dealer

Stewart Martin Kubota of
 Bixby
 6237 East 151st Street South
 Bixby, OK 74008
 Ryan Nichols
 Phone: (580) 375-8737
 Email: rnichols@smekubota.com

Bill To

City of Bixby
 Eric Dye
 116 W Needles Ave
 Bixby, OK 74008
 : (918) 261-0222
 edye@bixbyok.gov

NO FLAT TIRES FOR SSV65

Description	Manufacturer	Model #	Qty	Price Each	Total
NO FLAT TIRES FOR SSV65	KUBOTA ENGINE	NO FLAT TIRES	1	\$3,500.00	\$3,500.00

Cash Details

Equipment Total **	\$3,500.00
Additional Charges	\$0.00
Cash Sub-total	\$3,500.00

Purchase Options

Purchase Type	Sub-Total **	Incentives	Total After Incentives	Est. Taxes	Equipment Total	Down Payment	Est. KTAC Insurance	Amount Financed at Rate	Amount Financed at 0%	Est. Monthly Payment *
Cash	\$3,500.00	\$0.00	\$3,500.00	\$0.00	\$3,500.00	--	--	--	--	--

* Blending of APR may occur if the amount financed exceeds 125% of max invoice of New Kubota and selected New Allied Implements/Accessories using non-Kubota rates. KTAC, Orange Protection and K-Maintenance are blended using 0%.

Kubota Disclaimer

Sales quote can only be provided by a participating Kubota dealer. Only Kubota and Kubota performance-matched Allied equipment are eligible. Inclusion of ineligible equipment may result in a higher blended APR. Stand Alone Kubota or Allied implements and attachments/accessories are subject to stand alone programs. Financing is available through Kubota Credit Corporation, U.S.A.; subject to credit approval. Program eligibility requirements are subject to change without notice and may be withdrawn without notice. Some exceptions apply. See dealer or go to KubotaUSA.com for more information.



Orange Protection

- It is a true Kubota warranty - an extension of the basic warranty. Backed by the manufacturer.
- There is no deductible.
- Orange Protection can be financed with the sale of the machine.
- Repairs are performed by an Authorized Kubota dealer who will use genuine Kubota parts.
- Orange Protection is transferable.
- You get comprehensive machine coverage which means peace of mind and protection on your investment.

K-Maintenance

- Regular and scheduled maintenance to keep your machine running smoothly.
- Protection from unnecessary downtime and unexpected costs.
- Price protection from inflation on parts and service.
- K-Maintenance is transferable.
- K-Maintenance can be financed with the sale of the machine.
- Services are performed by authorized Kubota technicians using genuine Kubota parts.

KTAC

Benefits of a Term Policy through KTAC*:

- Meets the insurance requirement for Kubota Credit Corporation, U.S.A
- Original Sales Price Protection for the first 60 months (plus taxes and fees).
- Locked in rate for the term of the contract.
- Premium included with retail contract payment.
- Low \$250 deductible per occurrence.
- Dedicated claims service.

*This is a summary of the Kubota-Endorsed Property Damage Insurance. This information is not a complete description of all terms, conditions, and exclusions applicable. Actual coverage is subject to the language of the policy issued. This policy is underwritten and issued by Ohio Indemnity Company. Policy is offered and valid only to residents located in the fifty states of the United States of America. Policy is not available for U.S. districts and territories, Canada, or Mexico.

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Consideration and/or approval of the purchase of Western Star 47X Dump Truck with snow plow & spreader in the amount of \$325,573.01 to the company Industrial Truck Equipment (I.T.E.) through Sourcewell Contract #062222-VCM.

INITIATOR: Dylan Warner

STAFF INFORMATION SOURCE: Nathan Radach

BACKGROUND: Purchase of Western Star 47X Dump Truck to support City of Bixby with material handling, snow removal, and heavy equipment hauling. The existing Dump Truck is in heavy use and an additional truck is necessary to service both Water and Streets Departments. An additional large plow truck is also necessary to ensure adequate snow removal during storm events. Available funds have been verified through the Capital Equipment budget.

EXHIBITS: Contractor Proposal

KEY ISSUE: Public Safety, Public Works

COUNCIL ACTION: Consideration or Approval

RECOMMENDATION: Approve.

ITEM NO: _____

MEETING DATE: 04-13-26

MEETING: Council

Industrial Truck Equipment
3400 South Thomas Road
Oklahoma City, OK 73179



Quote

Date	Estimate #
3/6/2026	104099

Name / Address
City of Bixby P.O. Box 70 Bixby OK 74008

Ship To
City Of Bixby 14875 S Kingston ave Bixby, OK 74008

Contract #	P.O. No.	Terms	Rep	FOB	VIN #
#062222-VCM		Net 30	DD		

Item	Description	Qty	Per Unit	Total
	SOURCEWELL Viking-Cives Snow and Ice equipment #062222-VCM Maturity Date: 8/15/2026 Customer: City of Bixby Bixby , Oklahoma Account # 20483 Item(s) Sold: (SW-CH0415) (SW-CH1100) (NJ2500)			
Chassis	WESTERN STAR 47X SET FORWARD AXLE - TRUCK SNOW PLOW CHASSIS - VIKING-CIVES MIDWEST - DUMP TRUCK DETROIT DD13 GEN 5 12.8L 470 HP @ 1625 RPM, 1900 GOV RPM, 1650 LB-FT @ 975 RPM DT12-1650-OV VOCATIONAL 12-SPEED OVERDRIVE AUTOMATED MANUAL TRANSMISSION MERITOR MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE TUFTRAC GEN2 46,000# REAR SPRING SUSPENSION MERITOR MFS-18-133A 18,000# FL1 71.0 INCH KPI/3.74	1	163,573.00	163,573.00

NOT RESPONSIBLE FOR LOST OR STOLEN GOODS, DAMAGES OR ACTS OF NATURE			Subtotal	
Phone #	Fax #		Sales Tax (0.0%)	
405-688-6100	405-688-6102		Total	
Estimates are valid for 15days. Pricing is subject to change. A 3% Convenience Fee Will Be Added To Credit Card Payments.				

Industrial Truck Equipment
3400 South Thomas Road
Oklahoma City, OK 73179



Quote

Date	Estimate #
3/6/2026	104099

Name / Address
City of Bixby P.O. Box 70 Bixby OK 74008

Ship To
City Of Bixby 14875 S Kingston ave Bixby, OK 74008

Contract #	P.O. No.	Terms	Rep	FOB	VIN #
#062222-VCM		Net 30	DD		

Item	Description	Qty	Per Unit	Total
	INCH DROP SINGLE FRONT AXLE 18,000# TAPERLEAF FRONT SUSPENSION 111.6 INCH BBC CONVENTIONAL ALUMINUM CAB 5340MM (210 INCH) WHEELBASE, SFA ONLY 13.0MM X 87.0MM X 311.0MM STEEL FRAME (0.51X3.43X12.24 INCH) 120 KSI 1825MM (72 INCH) REAR FRAME OVERHANG Extended Warranty: EXT ULTIMATE DETROIT ENGINE: DD13/DD15 5 YEARS/100,000 MILES/161,000 KM. FEX APPLIES EXT ULTIMATE TRUCK CHASSIS: US HD STANDARD-MODERATE 5 YEARS/100,000 MILES/161,000 KM. TOWING: 5 YEARS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$1200 CAP FEX APPLIES (IDENTICAL TO THE LAST TRUCK ORDERED, NEW MODEL YEAR)			

NOT RESPONSIBLE FOR LOST OR STOLEN GOODS, DAMAGES OR ACTS OF NATURE			Subtotal	\$163,573.00
Phone #	Fax #		Sales Tax (0.0%)	\$0.00
405-688-6100	405-688-6102		Total	\$163,573.00

Estimates are valid for 15days. Pricing is subject to change.
A 3% Convenience Fee Will Be Added To Credit Card Payments.

Industrial Truck Equipment
3400 South Thomas Road
Oklahoma City, OK 73179



Quote

Date	Estimate #
3/5/2026	104094

Name / Address
City of Bixby P.O. Box 70 Bixby OK 74008

Ship To
City Of Bixby 14875 S Kingston ave Bixby, OK 74008

Contract #	P.O. No.	Terms	Rep	FOB	VIN #
#062222-VCM		Net 30	DD		
Item	Description		Qty	Per Unit	Total
	SOURCEWELL Viking-Cives Snow and Ice equipment #062222-VCM Maturity Date: 8/15/2026 Customer: City of Bixby Bixby , Oklahoma Account # 20483 Item(s) Sold: (SW-TK0416) (SW-TK0554)				
ODOTSPEC-VC-BIXBY-...	2026 VIKING-CIVES, CITY OF BIXBY, TANDEM AXLE PACKAGE (WESTERN STAR 47X) 129" CT Dump Body Features: Viking-Cives Western Style Dump Body, 15' x 42" with cross-memberless design AR450 Single Sheet Steel Floor and Tailgate, 1/4" thickness, Standard Double Acting Flush Mount Tailgate A606 Corten Corrosion-Resistant Steel Construction Mailhot G4 Hoist with Hoist Basket Grease Extensions for Hoist, Easily Accessible Trunnion Mounted Hoist for Increased Stability 12" Vertical Doghouse Pro-Line Tail Hinge Body Locks for Maintenance Safety		1	159,500.01	159,500.01
NOT RESPONSIBLE FOR LOST OR STOLEN GOODS, DAMAGES OR ACTS OF NATURE			Subtotal		
Phone #	Fax #	Sales Tax (0.0%)			
405-688-6100	405-688-6102	Total			
Estimates are valid for 15days. Pricing is subject to change.					
A 3% Convenience Fee Will Be Added To Credit Card Payments.					

Page 1

Industrial Truck Equipment
3400 South Thomas Road
Oklahoma City, OK 73179



Quote

Date	Estimate #
3/5/2026	104094

Name / Address
City of Bixby P.O. Box 70 Bixby OK 74008

Ship To
City Of Bixby 14875 S Kingston ave Bixby, OK 74008

Contract #	P.O. No.	Terms	Rep	FOB	VIN #
#062222-VCM		Net 30	DD		
Item	Description		Qty	Per Unit	Total
	Aero Tarp Assembly with Integral Mounting in Cab Shield 45 Degree Cab shield corners Built-in Weep Holes for Moisture Drainage Receiver Style Pintle Plate Assembly with Removable 45 Ton Pintle Hook and D-Rings Bolt-On Asphalt Lip and Board Pockets with Boards Spreader Ratchets built into top rail Warning Light Features: Whelen Warning Light System with Stainless Steel Housings, Green/Amber 400 Warning Lights in Cab Shield Corners and Red/ Blue DUO in Rear Corner Post, Amber Tir3 Warning in Outward Rear Cornerpost Whelen Ion-T Amber/Green/White in Grill CORE-C Controller in Cab, with CEM16 Expansion Module Hydraulic Features: Certified Power Solutions Hydraulics, XDS MAX System, Air Lever controls for PLOW/HOIST, Front Mount Danfoss Pump and Stainless Steel Hydraulic Enclosure with 30-Gallon Capacity Reservoir Hitch: Lo-Pro UQH Plow Hitch				
NOT RESPONSIBLE FOR LOST OR STOLEN GOODS, DAMAGES OR ACTS OF NATURE			Subtotal		
Phone #	Fax #	Sales Tax (0.0%)			
405-688-6100	405-688-6102	Total			
Estimates are valid for 15days. Pricing is subject to change.					
A 3% Convenience Fee Will Be Added To Credit Card Payments.					

Page 2

Industrial Truck Equipment
3400 South Thomas Road
Oklahoma City, OK 73179



Quote

Date	Estimate #
3/5/2026	104094

Name / Address
City of Bixby P.O. Box 70 Bixby OK 74008

Ship To
City Of Bixby 14875 S Kingston ave Bixby, OK 74008

Contract #	P.O. No.	Terms	Rep	FOB	VIN #
#062222-VCM		Net 30	DD		

Item	Description	Qty	Per Unit	Total
	Channel Bumper Ends Plow Coupler Drain Valve Double Acting Lift Cylinder Plow: Viking-Cives MW36R11 Integral Snow Shield, Carbide Edges, UQH Swivel, deflector, plow markers, parking jack. Spreader: Viking-Cives 15' Stainless Steel Conveyor Spreader Rear Stainless Steel light box with Whelen Red/Blue warning lights installed Two Rubber LED Flood Lights Mounted to the Spreader, pointed at spinner With 15' Galvanized leg stands Spreader Connections: Hydraulic Layout with Bulkhead Manifolds, Hoses, Passthrough Junction Box, and Quick Connections at Rear Lower Rub Rail. Accessories: Walk Rails along sides of body Dumb Body Vibrator 2500lb Truck Lite LED Heated Plow Lights (Hood Mounted) Quad camera system with DVR and Blindspot Stainless Steel Shovel Holders (2)			

NOT RESPONSIBLE FOR LOST OR STOLEN GOODS, DAMAGES OR ACTS OF NATURE			Subtotal	
Phone #	Fax #		Sales Tax (0.0%)	
405-688-6100	405-688-6102		Total	

Estimates are valid for 15days. Pricing is subject to change.

A 3% Convenience Fee Will Be Added To Credit Card Payments.

Industrial Truck Equipment
3400 South Thomas Road
Oklahoma City, OK 73179



Quote

Date	Estimate #
3/5/2026	104094

Name / Address
City of Bixby P.O. Box 70 Bixby OK 74008

Ship To
City Of Bixby 14875 S Kingston ave Bixby, OK 74008

Contract #	P.O. No.	Terms	Rep	FOB	VIN #
#062222-VCM		Net 30	DD		
Item	Description		Qty	Per Unit	Total
Freight-Charges	Underbody Toolbox Stainless Steel Rear Mud Flap Brackets Pull-Out Ladders (Pass. and Driver Side) LED Rubber Flood Light for Rear of Truck Full Installation Kit with Weatherproof Wiring, Hardware, Hydraulic Fittings, and Hoses.		1	2,500.00	2,500.00
	Ready to Work Estimated Freight				
NOT RESPONSIBLE FOR LOST OR STOLEN GOODS, DAMAGES OR ACTS OF NATURE			Subtotal \$162,000.01		
Phone #	Fax #		Sales Tax (0.0%) \$0.00		
405-688-6100	405-688-6102		Total \$162,000.01		
Estimates are valid for 15days. Pricing is subject to change. A 3% Convenience Fee Will Be Added To Credit Card Payments.					

Page 4

Regular Agenda Item Commentary

Item Title

No Regular Agenda Items.

Initiator**Staff Information Source****Background****Exhibits****Key Issue****Council Action****Recommendation****Item No:** 1.**Meeting Date**

April 13, 2026

Meeting

20260413 Bixby Public Works Authority Agenda