



City of Bixby *Amended*

Bixby Public Works Authority

Meeting Agenda

Monday, May 11, 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 4/27/26.
- 2) Consider and approve a Service Agreement for the design of upgrades and improvements to the 126th Street Lift Station to Jacobs Engineering Group in the amount of \$197,942.
- 3) Consider and/or approve an Agreement for Engineering Services between the Bixby Public Works Authority and Holloway, Updike and Bellen, Inc. for the Ellard Lift Station and Force Main Improvements project.

Regular Agenda

- 1) Discussion, consideration and possible vote for approval of Amendment No. 4 to the contract with CH2M Hill Engineers, Inc., a subsidiary of Jacobs Engineers, to perform the Operations and Maintenance (O & M) of the Bixby Water Reclamation Facility for FY26 with a fee of \$1,143,473.37 plus an additional amount of \$80,000 repair allowance.

Nathan Radach, Assistant Public Works Director

- 2) Adjournment

Notice of Posting

This Notice and Agenda was posted on the bulletin board this day of May 8, 2026 on or before 5:00 p.m., at City Municipal Building, 111 N. Cabaniss Avenue, Bixby, Oklahoma, 74008.
2026

Respectfully Submitted

Shannon Duran
City Clerk

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

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

For Special Accommodations

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

*Amended to reflect correct amounts on item 1 and the correct publication of Notice date of 5/8/26.

Consent Agenda Item Commentary

Item Title

Minutes for the Bixby Public Works Authority Meeting dated 4/27/26.

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

1. 20260427 Bixby Public Works Authority Agenda _Minutes_Preview

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

May 11, 2026

Meeting

20260511 Bixby Pubic Works Authority Agenda

Bixby Public Works Authority Meeting Minutes

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

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

Call to Order

Mayor Girard called the Bixby Public Works Authority Meeting to order at 7:35 pm.

Roll Call

Shannon Duran, 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
Matt Price, Assistant City Attorney
Shannon Duran, City Clerk
Charles Barnes, Finance Director
Dylan Warner, Public Works Director
Todd Blish, Police Chief
Joe Sherrell, Fire Chief

Consent Agenda

- 1) Minutes for the Bixby Public Works Authority Meeting dated 04/13/26.
- 2) Consider and/or approve a Consultant Agreement in the amount of \$73,420.00 with CEC Corporation for Engineering Design, Survey, bidding assistance and construction administration for the replacement of antiquated sewer lines in the Privett Addition (north of 151st/Stanley).
- 3) Consider and/or approve purchase of Utility Truck beds from Arrowhead Equipment in the amount of \$62,462.00 for various utility beds for new trucks and replacements.

Mayor Girard said Items 1–3 on the Consent Agenda are up for discussion and consideration.
Item presented by: None
Others who spoke: None

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

Carried: 5-0
Ayes: David, Schultz, Payne, Hirshey, Girard
Nays: 0

Regular Agenda

1) Adjournment

Adjournment was called at 7:35 pm.

Mayor

City Clerk

Consent Agenda Item Commentary

Item Title

Consider and approve a Service Agreement for the design of upgrades and improvements to the 126th Street Lift Station to Jacobs Engineering Group in the amount of \$197,942.

Initiator

Nathan Radach

Staff Information Source

Nathan Radach

Background

The current wet well capacity at the 126th Lift Station is insufficient for the projected future flow of 2,780 gpm, necessitating additional storage to maintain a 10-minute pump cycle time. The lift station also faces significant grease and ragging issues. In 2021, Freese and Nichols complete the City's Wastewater Master Plan, which identified the need to upgrade the firm capacity for the 126th Lift Station to 4.32 million gallons/day (MGD). A subsequent 2023 report updated the recommendations from the Master Plan based on a revised future land use projection which added approximately 160 housing units to the 126th Center Lift Station basin and update the firm capacity to 4.67 MGD. This project is funded through an FAP Loan

Exhibits

1. Draft Agreement - JEG Bixby OK
2. 126th Street Lift Station Improvements 260428

Key Issue

Wastewater Upgrades/Capacity

Council Action

Approve or Deny

Recommendation

Approve

Item No: 2.

Meeting Date

May 11, 2026

Meeting

20260511 Bixby Pubic Works Authority Agenda

AGREEMENT FOR DESIGN SERVICES

126TH STREET LIFT STATION IMPROVEMENTS

THIS AGREEMENT ("**Agreement**"), is entered into effective as of the date last signed on the signature block ("**Effective Date**") by and between Jacobs Engineering Group Inc., a Delaware corporation, with a corporate address of 1999 Bryan St., Suite 3500, Dallas Texas 75201 ("**Engineer**") and The City of Bixby Oklahoma ("**Client**"), individually and collectively referred to as "**Party**" or "**Parties**", provides as follows:

1. **Term and Purpose.**

- 1.1. **Term of Agreement.** This Agreement shall terminate upon completion of the Services.
- 1.2. **Services.** Client hereby engages Engineer and Engineer accepts its engagement for the purpose of providing engineering, consulting and other professional services related to 126th Street Lift Station Improvements, as detailed in Exhibit A Scope of Services ("**Services**").
 - 1.2.1. **Changes in Scope of Services.** Client may, at any time, request changes in Services. If Client notifies Engineer of its desire to make a change in Services that may change the cost or time of performance, Engineer shall, within ten (10) business days after receiving such written notice, give Client notification of any potential change in cost or time of performance. Equitable adjustments to cost or time of performance will be negotiated and upon mutual agreement by Client and Engineer, the Agreement will be modified by a written instrument ("**Amendment**"), signed by both Parties, to reflect the changes in Services, cost or time of performance. For the avoidance of doubt, no additional Services will be performed until execution of the Amendment.

2. **General Obligations of Engineer.**

- 2.1. **Standard of Care.** Engineer shall perform its Services using that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities ("**Standard of Care**"). Following completion of its Services and for a period of twelve (12) months thereafter, if Services provided hereunder do not conform to the foregoing standard of care and the same is reported to Engineer by Client in writing promptly after recognition thereof, Engineer shall, at no cost to Client, furnish all remedial services required in connection therewith as soon as reasonably possible after receipt of such report from Client; and Engineer shall have no liability for costs related to the repair, replacement, addition or deletion of materials, equipment or facilities as a result of such failure to conform to the above-referenced Standard of Care, which costs shall be deemed costs of the project, whether incurred during performance of Services or after completion of Services. No warranties are made, express or implied. **IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED.** For any deficiencies in Services, Client shall be restricted to the remedies expressly set forth in this Article; such remedies are Client's sole remedies for deficiencies or nonconformities in Services, whether at law or in equity, and regardless of whether the claim is asserted under contract, tort (including the concurrent or sole and exclusive negligence of Engineer), strict liability or otherwise. Engineer's Standard of Care shall not apply to any defect which results from: ordinary wear and tear, misoperation, corrosion or erosion, noise levels, operating conditions more severe than those contemplated in the original design, or a defect in a process or mechanical design or equipment furnished or specified by Client or others.
- 2.2. **Representative.** Engineer shall appoint a representative that will have the authority to make decisions on behalf of Engineer regarding the project.
- 2.3. **Time.** Engineer shall make commercially reasonable efforts to complete its Services within the time period set forth in the schedule as specified in Exhibit A.
- 2.4. **Invoices.** Engineer shall submit monthly invoices for compensation and expenses by electronic transmission.
- 2.5. **Personnel.** Engineer may remove personnel assigned to Services without Client's prior approval, provided the progress of Services shall not be impaired.
- 2.6. **Permits & Licenses.** Engineer shall maintain any permits or licenses which, under the regulations of federal, state, or local governmental authority, may be required to perform Services.
- 2.7. **Adherence to Laws.** Engineer shall adhere to federal, state, and local laws, rules, regulations, and ordinances applicable to performance of Services hereunder including, without limitation, all applicable provisions of federal and state law relating to equal employment opportunity and non-discrimination.
- 2.8. **Certified and Sealed.** All specifications, drawings, and other engineering documents that are prepared by Engineer shall be certified or sealed by a registered professional engineer. Such certifications or seals shall be valid for the state in which the specifications, drawings, or other engineering documents are to be used or applied.
- 2.9. **Reliance on Data.** Engineer will coordinate its Services with services and work performed by Client and other team members and/or as otherwise directed in writing. Engineer will be entitled to reasonably rely on the accuracy timeliness and completeness of information/data furnished by Client or other third parties without independent verification. For purposes of this Section, "**reasonable reliance**" means that Engineer complies with the Standard of Care in its reliance upon services or information provided by

Client. Engineer shall be entitled to additional compensation if additional effort by Engineer is needed due to invalid information/data provided by Client or other third parties.

2.10. Construction Phase Services.

2.10.1. *Observation.* If Engineer is called upon to observe the work of Client's construction contractor(s) for the detection of defects or deficiencies in such work, Engineer will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. Engineer shall not review or manage the means, methods, techniques, sequences or procedures utilized by any construction contractor. Engineer shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. The construction contractor(s) shall be solely responsible for construction safety.

2.10.2. *Submittals.* If Engineer is called upon to review submittals from construction contractors, Engineer shall review and take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the construction contractor, all of which remain the responsibility of the construction contractor. Engineer's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures. Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.10.3. *Responsibility.* Engineer shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. All services performed by others, including construction contractors and their subcontractors, shall be warranted only by such others and not by Engineer. All contracts between Client and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of Client and Engineer, in a form satisfactory to Engineer.

3. **General Obligations of Client.**

3.1. Requirements. Client shall provide Engineer full information regarding Client's requirements for the Project and shall provide information regarding existing facilities, such as drawings, as-built drawings, legal description, easements, rights of way, agreements with any utilities, or any other information in Client's possession which is necessary or useful in connection with the project.

3.2. Representative. Client shall appoint a representative that will have the authority to make decisions on behalf of Client regarding the project.

3.3. Time. Client shall make decisions regarding the project in a timely manner.

3.4. Compensation. Client shall compensate Engineer on a Time & Materials/Loaded Rate/Lump Sum basis in accordance with the provisions of Exhibit B, which is an integral part of this Agreement.

3.5. Payments. Payments will be due within fifteen (15) calendar days after receipt of invoices and shall be made by electronic funds transfer to the bank and account designated in the invoice. Past due amounts will accrue interest at one and one-half percent (1½%) per month, without limiting other remedies.

3.6. Adherence to Laws. Client shall adhere to federal, state, and local laws, rules, regulations, and ordinances.

3.7. Release Data. Client will provide to Engineer all data in Client's possession relating to Services on the project, including previous reports and other documentation that are germane to Services. Information obtained during interview(s) will be assumed to be correct and complete. There will be no effort on Engineer's part to independently verify such information.

3.8. Authority to Bind. Client represents that either it is the sole owner of the facilities which are the object of Services or that it is authorized to bind and does bind all owners of such facilities to the releases and limitations of liability set forth in this Agreement. Client further agrees that any future recipient of any interest in the facilities and Services will be bound by such releases and limitations of liability such that the total aggregate liability of Engineer to Client and such recipients shall not exceed the limits of liability set forth in this Agreement.

4. **Liability.**

4.1. Indemnification of Client. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Client its officers and employees from any third-party claims and lawsuits for bodily injury, death and damage to tangible property to the proportionate extent caused by the negligence of Engineer, its employees or subconsultants.

4.2. Indemnification of Engineer. To the fullest extent permitted by law Client shall indemnify and hold harmless Engineer its officers and employees from any third-party claims and lawsuits for bodily injury, death and damage to tangible property to the proportionate extent caused by the negligence of Client, its employees or subconsultants.

4.3. Exclusions of Liability. Notwithstanding any other provision of this Agreement, in no event shall either Party have liability to the other Party for contingent, consequential or other indirect and special damages

including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar interruption losses, however the same may be caused.

- 4.4. Limitation of Liability. The total aggregate liability of Engineer arising out of the performance or breach of this Agreement shall not exceed twenty-five percent (25%) of the total compensation actually paid to Engineer.
- 4.5. Application of Limitation and Exclusions. The limitations and exclusions of liability set forth in this Article shall apply regardless of legal theory asserted (breach of contract, fault, warranty, tort (including the concurrent or sole and exclusive negligence), strict liability or otherwise of Engineer, its employees or subconsultants) and shall survive termination or expiration of this Agreement. The Parties agree that the limitations of liability and waiver of damages as set forth herein shall not be interpreted as a form of indemnification.
- 4.6. Harms. Client releases, waives all rights of subrogation against, defend, indemnify Engineer from all claims, liabilities, demands, costs, expenses (including attorneys' fees) and causes of action arising out of bodily injury (including death) to any person or damage or loss to any property ("**Harms**"), irrespective of Engineer's fault (including, without limitation, breach of contract, tort including concurrent or sole and exclusive negligence, strict liability or otherwise of Engineer), when the Harms result from (i) the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; (ii) errors or omissions in Engineer's Services due to Engineer being required, directly or indirectly, by Client to take certain actions contrary to the recommendations of Engineer; and (iii) errors or omissions in Engineer's Services while assisting in the commissioning, start-up or operation of Client's facilities; and (iv) the acts, errors, omissions or negligence of Client.
- 4.7. Existing Conditions. Engineer shall assume no liability or responsibility for any conditions that exist on the site including, but not limited to, any hazardous materials, environmental conditions, attractive nuisances, facilities, equipment or other unknown or unforeseen conditions.
- 4.8. Repair/Replace Liability. Engineer shall have no liability for the repair or replacement of equipment or facilities. Such remedy is exclusive whether claims are asserted under warranty, contract, negligence or otherwise.

5. Insurance.

- 5.1. Engineer Maintained Insurance. During the term of this Agreement, Engineer shall, at its sole expense, secure and maintain in force policies of insurance of the following types:
 - 5.1.1. *Workers' Compensation* in accordance with the statutory requirements of the jurisdiction in which Services are to be performed.
 - 5.1.2. *Employer's Liability* subject to the following limits:

Each Accident:	\$ 250,000
Disease Each Employee	\$ 250,000
Disease Policy Limit	\$ 250,000
 - 5.1.3. *Commercial General Liability* subject to the following limits:

Each Occurrence:	\$1,000,000
Damage to Rented Premises (each occurrence):	\$ 500,000
Medical Expense (any one person):	\$ 5,000
Personal & Advertising Injury:	\$1,000,000
General Aggregate:	\$1,000,000
Products - Completed Operations Aggregate:	\$1,000,000
 - 5.1.4. *Automobile Liability* subject to the following limits:

Combined Single Limit (each occurrence or accident)	\$1,000,000
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 - 5.1.5. *Certificate of Insurance*. Upon request, Engineer may furnish Client certificates of insurance evidencing the insurance coverages required in this Article. The certificates shall stipulate that should any of the above insurance policies be cancelled before the termination of this Agreement, the issuing company will endeavor to mail thirty (30) calendar days' written notice to Client.
- 5.2. Client Maintained Insurance. During the term of this Agreement, Client shall insure (or at its election self-insure) its existing property and the facilities which are the subject of Engineer's services, from risks insurable under Fire and Extended Coverage, All Risk Builder's Risk, and Business Interruption Insurance policies. Client hereby waives any rights which it or its insurers may have against Engineer for any damages, losses or expenses resulting from the risks to be insured (or self-insured) by Client or its contractors on the facilities which are the subject of Engineer's Services, and Client shall include Engineer as an additional insured in all such policies and in any waiver of rights obtained by Client from its contractor with respect to property damage insurance carried by such contractor.

6. Confidentiality. Client and Engineer agree that any disclosure will be made on the following basis:

- 6.1. Client Information. Confidential Client Information ("**Primary Data**") disclosed to Engineer which is identified in writing by Client as proprietary to Client shall be: (1) safeguarded, (2) maintained in

confidence, and (3) made available by Engineer only to those of its employees or others who have a need-to-know and agree to equivalent conditions pertaining to nondisclosure as contained herein.

6.2. Return of Data. Upon completion of this Agreement or sooner if Client so requests, Engineer shall return to Client's representative all Primary Data furnished to Engineer under this Agreement and shall, if requested, deliver to Client's representative all drawings, schedules, calculations, and other documents generated by Engineer for use in connection with this Agreement ("**Secondary Data**").

6.3. Use of Data. Engineer shall not use for itself or disclose to third parties any Primary Data or Secondary Data without the prior written consent of Client.

6.4. Confidentiality Term. The confidentiality obligations pertaining to Primary and Secondary Data shall terminate three (3) years from date Engineer's Services are completed. The nondisclosure obligations shall not apply to any data which:

6.4.1. Is publicly available or becomes generally available to the public due to no fault of the receiving party.

6.4.2. Is or becomes lawfully known to Engineer without an obligation of confidentiality before disclosure of Primary Data to Engineer under this Agreement or before generation of Secondary Data;

6.4.3. Is subsequently acquired by Engineer from a third party who is not in default of any obligation restricting the disclosure of such information; or

6.4.4. Is independently developed by Engineer without access to Confidential Information.

6.5. Future Experience. Notwithstanding this nondisclosure obligation, Engineer may nevertheless draw upon its experience in its future association with other clients.

7. **General Terms & Conditions.**

7.1. Intellectual Property.

7.1.1. Pre-Existing Jacobs Material. During the course of performing its Services Engineer may provide or otherwise make available to Client its proprietary data, concepts, methods, techniques, processes, protocols, ideas, inventions, know-how, trade secrets, algorithm, software, works of authorship, software and hardware architecture, databases, tools, other background technologies and standards of judgment that Engineer developed or licensed from third parties independent of Services and prior to the Effective Date ("**Pre-Existing Jacobs Material**"). Engineer shall retain all right, title and interest, including intellectual property rights, in the Pre-Existing Jacobs Material. Subject to the terms and conditions of this Agreement, Engineer hereby grants to Client a non-exclusive, non-transferable, royalty-free license to utilize the Pre-Existing Jacobs Material solely for the purpose of Client's project.

7.1.2. Deliverables. Client acknowledges that (1) such Deliverables are not intended or represented to be suitable for use on the project unless completed by Engineer, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Deliverables, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants; (3) Client shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Deliverables without written verification, completion, or adaptation by Engineer; and (4) such limited license to Client shall not create any rights in third parties. Engineer will be deemed the author of the design documents and will retain common law, common statutory, and any other reserved rights. Engineer's electronic files and source code developed in the development of application code remain the property of Engineer and shall be provided to Client only if expressly provided for in this Agreement.

7.1.3. Return of Client's Intellectual Property. All materials and information that are the property of Client and all copies or duplications thereof shall be delivered to Client by Engineer, if requested by Client, upon completion of Services. Engineer may retain one (1) complete set of reproducible copies of all of its instruments of service.

7.1.4. Publicity. Neither Party will make any press release, news disclosure or other advertising related to the project that includes the name or trademark/service mark of the other Party without first obtaining the written approval of the other Party. Nothing herein shall limit Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of its employees in the project.

7.2. Relationship of the Parties. Engineer shall be and shall operate as an independent contractor with respect to Services performed under this Agreement and shall not be nor operate as an agent or employee of Client nor have obligations of a fiduciary. This Agreement is not intended to be one of hiring under the provisions of a Workers' Compensation statute or other law and shall not be so construed.

7.3. Force Majeure. Any delays in or failure of performance by Engineer or Client, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Client or Engineer, as the case may be, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of

- workmen, epidemic, pandemic, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Client or Engineer respectively.
- 7.3.1. *Reasonable Extension*. If any event of force majeure as herein defined occurs, Engineer shall be entitled to a reasonable extension of time for performance of Services.
- 7.3.2. *Compensation*. If Services are being performed under a guaranteed maximum price, fixed fee, or stipulated lump sum basis and Engineer's performance on any phase of Services is extended by one or more force majeure events or other delays not attributable in whole or in part to the fault of Engineer, then the guaranteed maximum price, fixed fee, or stipulated lump sum, as the case may be, shall be equitably adjusted.
- 7.4. *Suspension/Termination*. Each Party may suspend or terminate Services as follows:
- 7.4.1. *Suspend*. If Client does not make payments as required herein, in addition to any other remedy available to Engineer, including but not limited to termination, Engineer shall have the right to suspend its performance on the Project and await receipt of all payments and interest then due before resuming performance. Engineer shall be entitled to an extension of time for the period of suspension. During any suspension, Engineer shall have the right to terminate the Agreement for non-payment.
- 7.4.2. *Convenience*. This Agreement may be terminated upon thirty (30) calendar days prior written notice by either Party.
- 7.4.3. *Termination Costs*. In the event of termination for convenience or cause, Client shall pay to Consultant all costs incurred up to and through the date of termination and all other costs incurred in connection with the termination.
- 7.5. *Notices*. All notices and/or communications to be given under this Agreement shall be in writing and shall be addressed to the addresses contained in the signature block. Either Party may, by written notice to the other, change the representative or the address to which such notices, certificates, or communications are to be sent. Any notice required in writing hereunder shall be given by email or by registered, certified, or first-class mail (postage required), addressed to the Party at its address set forth in the signature block. Any required notice given by e-mail shall be confirmed by depositing a copy on the same day with the U.S. Post Office for transmission by registered, certified, or first-class mail in an envelope properly addressed. The postmark date of notices sent by mail (except for confirmatory notices) shall be the date of notice.
- 7.6. *No Third-Party Beneficiaries*. This Agreement gives no rights or benefits to anyone other than Client and Engineer and there are no intended third-party beneficiaries.
- 7.7. *Assignment to Related Entity*. Notwithstanding anything in this Agreement to the contrary, in the event Engineer is not qualified and licensed in the relevant jurisdiction to provide any Services required hereunder, Engineer may, without the consent of any other Party, assign all or any part of its obligation to provide such Services to an entity related to Engineer which is qualified and licensed to provide such Services in the jurisdiction involved and which is contractually bound to Engineer to provide such Services.
- 7.8. *Dispute Resolution*. If any dispute or claim arising under this Agreement cannot be resolved by the project managers for the Parties within thirty (30) calendar days after identifying the issue, the Parties agree that either of them may refer the matter to a panel consisting of one (1) executive from each Party not directly involved in the claim or dispute for review and resolution. A copy of the Agreement, agreed upon facts (and areas of disagreement), and concise summary of the basis for each side's contentions will be provided to both executives who shall review the same, confer, and attempt to reach a mutual resolution of the issue.
- 7.8.1. *Mediation*. If the dispute cannot be resolved under the process set forth above, the Parties may elect to resolve the dispute through non-binding mediation. If mediation is to be utilized, the Parties shall select a single unrelated but qualified Mediator who shall hold a hearing (not to exceed half a day) during which each Party shall present its version of the facts (supported, if desired, by sworn, written testimony, and other relevant documents), its assessment of damages, and its argument. Both Parties agree to make any involved employees or documents available to the other Party for its review and use in preparing its position under this clause without the need for subpoena or other court order.
- 7.8.2. *Litigation*. If the matter has not been resolved utilizing the processes set forth above and the Parties are unwilling to accept the non-binding decision of the Mediator, either or both Parties may elect to pursue resolution through litigation.
- 7.9. *Applicable Law*. This Agreement shall be governed by the laws of the State of Texas, without regard for its rules governing conflict of laws. Each Party waives trial by jury.
- 7.10. *Waiver*. Waiver by either Party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way effect, limit, or waive such Party's rights thereafter to enforce and compel strict compliance with all the terms and conditions of this Agreement.
- 7.11. *Severability*. Any provision of this Agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.

- 7.12. Order of Precedence. All purchase orders issued pursuant to this Agreement are issued for the convenience of the parties only and shall be subject to the provisions of this Agreement, the Proposals and any Exhibits thereto. When interpreting this Agreement, precedence shall be given to the respective parts in the following descending order: (1) The Agreement, (2) The Exhibits (3) Scope of Services as written by Engineer (3) Change Order (including amendments) (3) pre-printed terms of the purchase order. For the avoidance of doubt, pre-printed terms appearing on the purchase order which conflict with any written agreement between the parties shall be void.
- 7.13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and discussions concerning the subject matter hereof whether oral or written. No changes may be made in this Agreement without the written agreement of duly authorized representatives of each of the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date last executed below.

CLIENT

ENGINEER

Address:

116 W Needles, P.O. Box 70
Bixby, OK 74008

By (signature):

Address:

1999 Bryan St., Suite 3500, Dallas Texas 75201

By (signature):

Printed Name:

Title: Mayor

Date: _____

Printed Name:

Title:

Date: _____

By (signature):

Local Address (if applicable):

Printed Name:

Title: Public Works Director

Date: _____

Local Address (if applicable):

Primary Contact and Details:

EXHIBIT A

SCOPE OF SERVICES

1. Project understanding

Services Authorized

The purpose of this Task Order is to authorize Jacobs to provide professional engineering and consulting services to support the design of upgrades for the 126th St. Lift Station for Bixby, Oklahoma. This Task Order presents the scope of work and schedule for engineering services. The key elements of this Task Order include the following:

- Background
- Scope of Work
- Deliverables
- Schedule

Background

In 2021, Freese and Nichols completed the City of Bixby's (the City) Wastewater Master Plan, which identified the need to upgrade the firm capacity 126th Center lift station to 4.32 MGD. A subsequent 2023 report updated the recommendations from the Master Plan based on a revised future land use projection which added approximately 160 housing units to the 126th Center lift station basin and updated the firm capacity to 4.67 mgd.

The current wet well capacity at the 126th Center Lift Station is insufficient for the projected future flow of 2,780 gpm, necessitating additional storage to maintain a 10-minute pump cycle time. The lift station also faces significant grease and ragging issues.

2. Solution/Methodology

2.1 Scope

Project Components and Scope of Work

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

1. Add additional 0.25 MGD Wet Well Storage Capacity
2. Move junction boxes from the valve vault to above-ground
3. Replace broken piping, pump base, rails and rag baskets
4. Replace conductors between pumps and drives
5. Replace wet well hatches to include safety grates
6. Clean, repair, and coat wet well and valve vault

7. Install Aerigator or similar to address issues with grease and ragging

Deliverables

1. Design drawings and specifications.

Assumptions and Specific Conditions

1. Additional volume to be added will be 0.25 MGD based on the Technical Memorandum by Freese and Nichols.
2. Pumps will not be replaced.
3. Piping, pump bases, rails and rag baskets in good condition will not be replaced.
4. No significant relocation of existing underground utilities will be required.
5. Scope of work is limited to the areas outlined above.
6. No instrumentation and control changes are expected except those required for the Aerigator or similar selected alternative.
7. Process Mechanical Engineers, I&C Engineer, and Electrical Engineer will attend workshops virtually.
8. Client staff will provide review comments for draft deliverables within two weeks.

2.2 Tasks

Task 1 - Project Management

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

Deliverables:

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

Task 2- Preliminary Design

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

Deliverables:

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

Task 3 - Detailed Design

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

Deliverables:

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

Task 4 – Construction Documents and Bidding Services

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

Deliverables:

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

Task 5 – Services During Construction

This task is currently not included. However, Jacobs will provide construction progress updates, submittal review, requests for information responses, record drawings, and construction inspections at the request of the City.

2.3 Schedule/Program

Task Date

Notice to Proceed May 2026

30% Design Drawings September 2026

90% Design Drawings & Specifications November 2026

Final Design for Construction January 2027

EXHIBIT B COMPENSATION/RATES

The proposed fee schedule below is based on Jacobs' current understanding of the project using an hourly time and material, not to exceed pricing model.

Task	Hours	Cost
Preliminary Design	326	\$56,408
Site Survey	N/A - Subcontractor	\$5,000
Geotechnical Investigation	N/A - Subcontractor	\$9,000
Permitting	N/A - Expense	\$3,000
Final Design	767	\$122,534
Expenses	N/A	\$2,000
Total	1,093	\$197,942

Time and Materials shall include Labor Costs multiplied by a multiplier of [2.45], plus reimbursement of Engineer Direct Expenses and Outside Services. Labor costs shall be the amount calculated by the number of hours actually worked by each of Engineer's employees on Client's Project, multiplied by an amount charged for each such employee's work, which is calculated by dividing each such employee's annualized, non-overtime compensation (whether salary or paid to such employee at an hourly rate, as the case may be) by 2,080 hours per year.

Lump Sum shall be the costs inclusive of all charges for professional services, which will be provided by Engineer based upon the original scope of Services offered in the Agreement.

Direct Expenses shall be those costs incurred on or directly for Client's project, including but not limited to necessary transportation costs including mileage at Engineer's current rate when its automobiles are used, meals and lodging, laboratory test and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by Engineer.

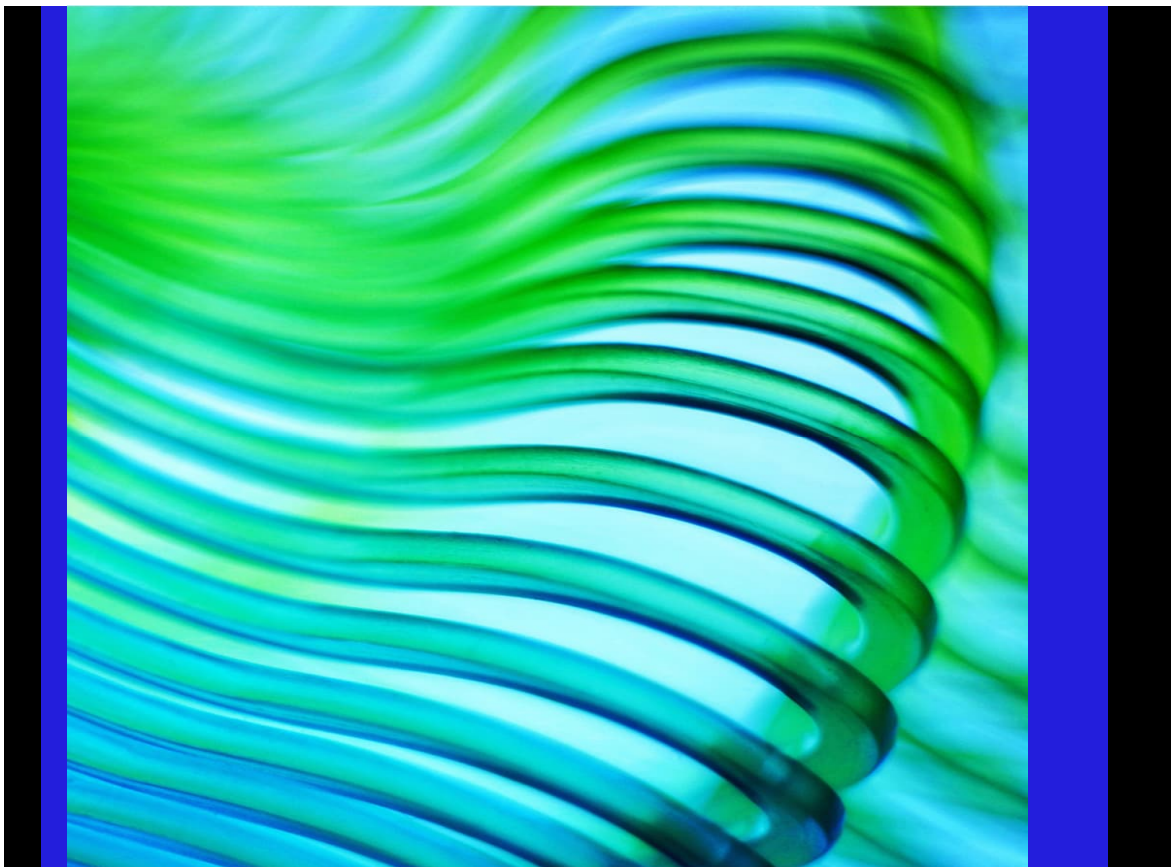
Outside Services shall be those costs for technical or professional services that are furnished by an outside source and their reimbursable expenses multiplied by a multiplier of [1.15] which shall be added to the cost of Services for Engineer's administrative costs.



126th Street Lift Station Improvements

City of Bixby

April 28, 2026





126th Street Lift Station Improvements

Client name: City of Bixby
Revision: 0
Revision date: April 28, 2026
Project manager: Jason Corral
File name: 126th Street Lift Station Improvements

Jacobs Engineering Group

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Tulsa, OK 74137
United States

T +1.918.583.3057
Jacobs.com

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1. Project understanding

Services Authorized

The purpose of this Task Order is to authorize Jacobs to provide professional engineering and consulting services to support the design of upgrades for the 126th St. Lift Station for Bixby, Oklahoma. This Task Order presents the scope of work and schedule for engineering services. The key elements of this Task Order include the following:

- Background
- Scope of Work
- Deliverables
- Schedule

Background

In 2021, Freese and Nichols completed the City of Bixby's (the City) Wastewater Master Plan, which identified the need to upgrade the firm capacity 126th Center lift station to 4.32 MGD. A subsequent 2023 report updated the recommendations from the Master Plan based on a revised future land use projection which added approximately 160 housing units to the 126th Center lift station basin and updated the firm capacity to 4.67 mgd.

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2.3 Schedule/Program

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3. Fee Schedule

The proposed fee schedule below is based on Jacobs' current understanding of the project using an hourly time and material, not to exceed pricing model.

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Permitting	N/A – Expense	\$3,000
Final Design	767	\$122,534
Expenses	N/A	\$2,000
Total	1,093	\$197,942

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve awarding contract for Ellard Lift Station and Force Main Improvements to Holloway, Updike and Bellen, Inc. (HUB) in the amount of \$194,900.00

INITIATOR: Nathan Radach

STAFF INFORMATION SOURCE: Nathan Radach

BACKGROUND: The project consists of professional engineering services to design approximately 3,500 LF of 16” sanitary sewer force main and expand the Ellard Lift Station to 3.0 million gallons per day (MGD) to increase capacity in the Spartan Creek service area. This is funded through the 2025 FAP Loan.

EXHIBITS: Consultant Proposal

KEY ISSUE: Sewer Infrastructure, Spartan Creek Development

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve.

ITEM NO: _____

MEETING DATE: 05-11-2026

MEETING: BPWA

**AGREEMENT
FOR
ENGINEERING SERVICES
FOR
ELLARD LIFT STATION AND FORCE MAIN IMPROVEMENTS**

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 Ellard Lift Station and Force Main Improvements:

PROJECT:

Ellard Lift Station and Force Main Improvements: Professional engineering services to design approximately 3,500 LF of 16" sanitary sewer force main and expand the Ellard Lift Station to 3.0 MGD to increase capacity in the Spartan Creek 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 11th day of May 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
ELLARD LIFT STATION AND FORCE MAIN IMPROVEMENTS**

SCOPE OF SERVICES

I. SCOPE OF THE PROJECT

The project consists of professional engineering services to design approximately 3,500 LF of 16" sanitary sewer force main and expand the Ellard Lift Station to 3.0 MGD to increase capacity in the Spartan Creek service area. See Exhibit A for a project location map. Work will include design of the following improvements:

- Approximately 3,500 LF of 16" force main
- Excavate and plug cleanout tees on approximately 4,200 LF of existing 16" force main
- 16" force main connection at WWTP Influent Structure
- Expansion of Ellard Lift Station to 3.0 MGD including pumps, electrical, controls and other appurtenances as required
- Modifications to South Main Lift Station 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) with supporting information as required for ODEQ construction permitting.

B. Field Survey and Preliminary Design:

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

topography using 2' contours.

2. The Engineer shall prepare preliminary plans and specifications for the proposed work. The preliminary plans and specifications shall be an abbreviated form of the final plans and specifications, completed to the extent that the design concept is demonstrated and the major features, materials and equipment can be reviewed by the Owner.
3. The Engineer shall update the Opinion of Probable Cost based on the preliminary plans and specifications.
4. The Engineer shall provide the Owner with four copies of the preliminary plans and specifications and Opinion of Probable Cost Estimate. Plans shall be on 11" X 17" format acceptable to the ODEQ. A meeting shall be held to review the Owner's comments. Comments agreed upon by all parties shall be incorporated into the final design.

C. Easement Documents

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
ELLARD LIFT STATION AND FORCE MAIN 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	\$98,000.00
Final Design	\$86,900.00
Bidding Services	\$4,000.00
Services During Construction	\$6,000.00
Total Fee	\$194,900.00

- B. Additional Engineering Services. For pre-authorized services performed by the Engineer which are outside the Scope of Services outlined in Exhibit B 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
ELLARD LIFT STATION AND FORCE MAIN 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 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. 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.

II. SPECIAL CONDITIONS

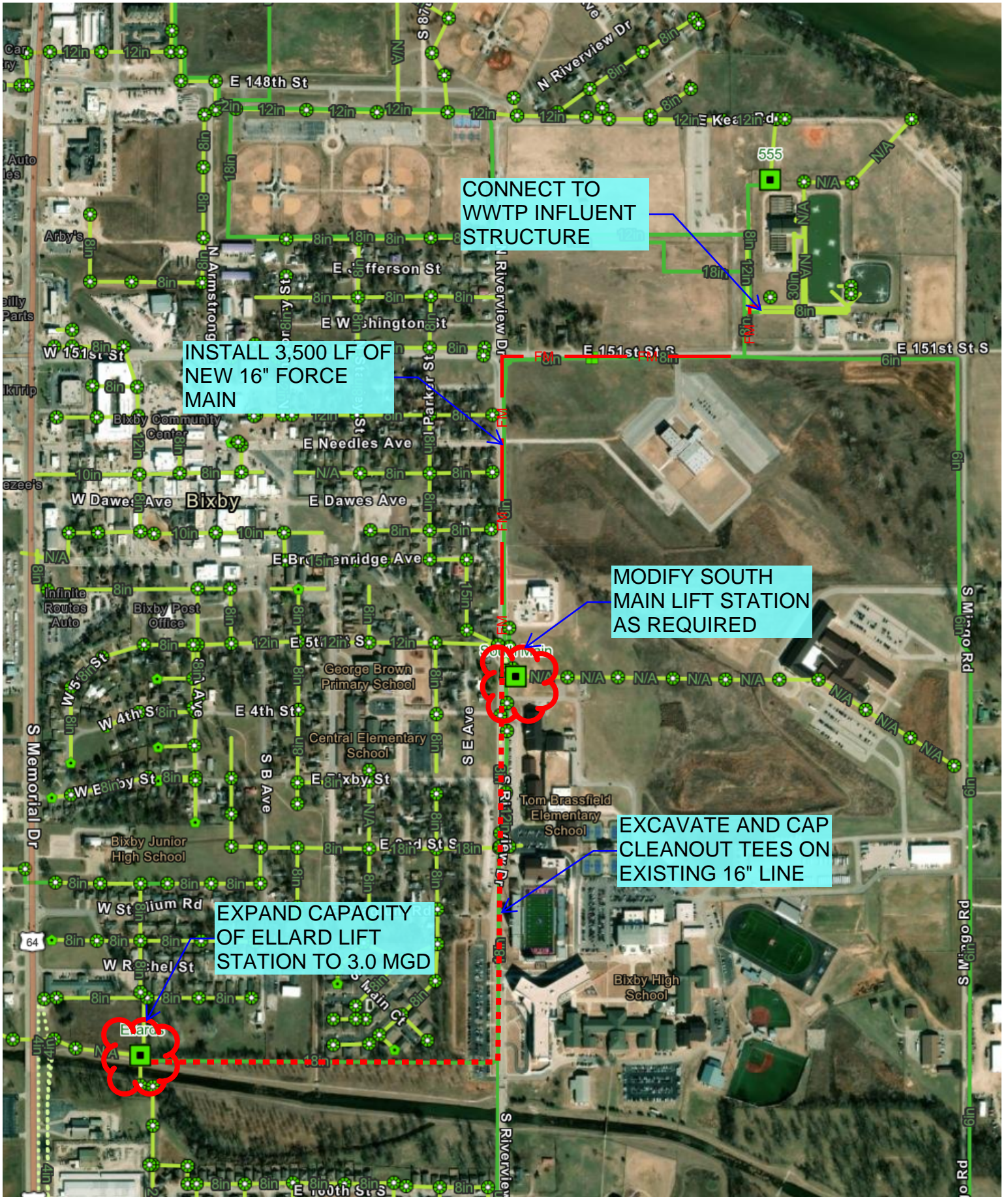
None.

**ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
BIXBY PUBLIC WORKS AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
ELLARD LIFT STATION AND FORCE MAIN IMPROVEMENTS**

SCHEDULE

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

Task	Days from Notice to Proceed (or Actual Required Date)
Preliminary Design	150
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: 5/7/2026

By: Stephen Tolar

CONCEPTUAL COST ESTIMATE

PROJECT: CITY OF BIXBY
ELLARD LIFT STATION AND FORCE MAIN IMPROVEMENTS

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	\$10,000.00	\$10,000.00
3	ROW Restoration	LF	7,700	\$5.00	\$38,500.00
4	Seeding/Sodding	LF	7,700	\$2.00	\$15,400.00
5	16" C900 DR14 Force Main	LF	3,500	\$165.00	\$577,500.00
6	16" Plug Valve (Complete)	EA	2	\$16,500.00	\$33,000.00
7	30" Bore and Steel Casing (1/4" Wall Thickness)	LF	60	\$1,300.00	\$78,000.00
8	2" ARV & Vault	EA	3	\$8,500.00	\$25,500.00
9	16" Tee Excavate and Cap	EA	12	\$1,800.00	\$21,600.00
10	WWTP Influent Structure Connection	LS	1	\$22,000.00	\$22,000.00
11	Ellard LS Expansion (3 MGD)	LS	1	\$1,400,000.00	\$1,400,000.00
Subtotal					\$2,271,500.00
Construction Allowance					\$150,000.00
Subtotal Construction Cost					\$2,421,500.00
Contingencies		%		15%	\$363,200.00
Total Construction Cost					\$2,784,700.00
Engineering		%		7%	\$194,900.00
Total Project Cost					\$2,979,600.00

Regular Agenda Item Commentary

Item Title

Discussion, consideration and possible vote for approval of Amendment No. 4 to the contract with CH2M Hill Engineers, Inc., a subsidiary of Jacobs Engineers, to perform the Operations and Maintenance (O & M) of the Bixby Water Reclamation Facility for FY26 with a fee of \$1,143,473.37 plus an additional amount of \$80,000 repair allowance.

Initiator

Nathan Radach

Staff Information Source

Nathan Radach

Background

On June 14, 2021, a 10-year renewable O & M Contract was awarded to CH2M Hill Engineers, Inc. to operate and maintain the Bixby Water Reclamation Facility. Beginning in FY24, annual fees are negotiated based on the previous year's actual expenditures. For FY27, Jacobs is requesting an increase to the base fee, primarily driven by increased staffing, operation constraints due to plant capacity limitations, and inflationary pressures on materials, supplies and lab testing costs. The FY27 total base fee is \$1,143,473.37, which includes:

- \$1,137,502.20 for Base Operations
- \$5,971.17 for continued FOG program Management
- \$80,000 for Annual repair allowance, increased from \$45,000

Exhibits

1. Bixby_OMM_06222021_A4_03112026_Final_rh
2. CY05 Amendment Highlights

Key Issue

Wastewater Operations

Council Action

Approve or Deny

Recommendation

Approve

Item No: 1.

Meeting Date

May 11, 2026

Meeting

20260511 Bixby Pubic Works Authority Agenda

AMENDMENT NO. 4
to the
AGREEMENT FOR OPERATIONS, MAINTENANCE and
MANAGEMENT SERVICES

THIS **AMENDMENT NO. 4** (the “Amendment”) to the Agreement for Operations, Maintenance and Management Services for the Bixby Public Works Authority dated June 14th, 2021 (the “Agreement”) is made effective this _____ of _____ 2026, by and between the **Bixby Public Works Authority** (hereinafter “Owner”) and **CH2M Hill Engineers, Inc.** (hereinafter “Contractor”), collectively referred to herein as the “Parties”.

NOW THEREFORE, Owner and Contractor agree to amend the Agreement as set forth herein.

1. The introductory paragraph on page 2 is hereby deleted in its entirety and replaced with the following:

THIS AGREEMENT is made and entered into this 14th day of June 2021, ("Contract Date") by and between the Bixby Public Works Authority, whose address for any formal notice is 116 West Needles Avenue, PO Box 70, Bixby, OK 74008 ("Owner") and CH2M HILL Engineers, Inc., a wholly owned subsidiary of Jacobs Engineering Company, Inc., whose address for any formal notice is 7001 E. Belleview Avenue, Suite 1000, Denver, CO 80237 ("Contractor"), collectively referred to as the "Parties".

2. Article 20 – NOTICE, is hereby deleted and replaced as follows:

Owner: Bixby Public Works Authority
116 West Needles Avenue, PO Box 70
Bixby, OK 74008
Attn: Public Works Director
Email: Dwarner@bixbyok.gov

Contractor: CH2M HILL Engineers, Inc.
Attn: OMFS Legal Counsel
7001 E. Belleview Avenue, Suite 1000
Denver, CO 80237
Email: Hope.Anastasakis@jacobs.com

3. Article D.1.1 under APPENDIX D – COMPENSATION, PAYMENT AND BASE FEE ADJUSTMENT FORMULA, D.1 – COMPENSATION, is hereby deleted in its entirety and replaced with the following:

D.1.1 Owner shall pay Contractor as compensation for service performed under this Agreement a total annual Base Fee of One Million One Hundred Fourty-Three Thousand Four Hundred Seventy-Three Dollars and Thirty-Seven Cents (\$1,143,473.37) paid in twelve (12) monthly installments of Ninety-Five Thousand Two Hundred Eighty-Nine Dollars and Fourty-Five

Cents (\$95,289.45) for the contract year of July 1, 2026 through June 30, 2027 of this Agreement. The total annual Base Fee includes the Base Fee of One Million One Hundred Thirty-Seven Thousand Five Hundred Two Dollars and Twenty Cents (\$1,137,502.20) plus Five Thousand Nine Hundred Seventy-One Dollars and Seventeen Cents (\$5,971.17) for the management and completion of the ongoing annual FOG scope. This price does not include laboratory analysis of FOG samples from commercial discharges, and the Annual Repairs Limit as stated in Article D.1.2. Subsequent years' Base Fees shall be determined as specified in Appendix D.4.

D.1.1.01 The Base Fee includes the following cost incurred for the direct or indirect benefit of the Project: personnel services, equipment, materials/supplies, defined outside services, other insurance and amortized costs, and administration overhead and profit.

D.1.1.02 The services provided under this Agreement assume expected overtime for normal breakdowns or services required after hours in accordance with the facility's design as listed in B.1.1. Any additional expenses including straight, or overtime wages caused by Unforeseen Circumstances will be billed to the Owner for reimbursement, unless these services are due to an operational failure by the CONTRACTOR

D.1.1.03 If, at any time, prior to Owner's Final Acceptance of the plant's condition, (i) Contractor discovers new information about the condition of the Project or facilities that materially differs from the information reasonably available to Contractor prior to execution of this Agreement; and (ii) such information substantially impacts the ability of Contractor to meet the performance objectives described herein or causes a material increase in the operating and maintenance costs incurred by Contractor to meet such performance objective, Contractor will be entitled to an equitable adjustment mutually agreed upon by both Parties.

4. Article D.1.2 under APPENDIX D – COMPENSATION, PAYMENT AND BASE FEE ADJUSTMENT FORMULA, D.1 – COMPENSATION, is hereby deleted in its entirety and replaced with the following:

D.1.2 The total amount Contractor will be required to pay for Repairs will not exceed a Repairs Limit of Eighty Thousand Dollars (\$80,000) for the Contract Year as specified in Appendix D.1.1. Contractor shall provide Owner with a detailed invoice of Repairs over the annual Repairs Limit, and

Owner shall pay Contractor for all Repairs in excess of such limit. Contractor shall rebate to Owner the entire amount that the cost of Repairs is less than the annual Repairs Limit. At the end of each Contract Year, Contractor shall rebate to Owner any unspent balance of the annual Repairs Limit.

This Amendment No. 4 together with all previous amendments and the Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the parties.

The parties, intending to be legally bound, indicate their approval of this Amendment No. 4 by their signatures below.

CH2M HILL ENGINEERS, INC.

BIXBY PUBLIC WORKS AUTHORITY

Signature: 

Signature: _____

Name: Ryan Harrold

Name: _____

Title: Geographic Director of Operations

Title: _____

Date: 05/05/2026

Date: _____

	Base Fee	Rebateable Repairs	Monthly Costs	Monthly Cost(Repairs)	Total Monthly Invoice (Base Fee+Repairs)
Existing Contract and Costs	\$935,418.43	\$45,000.00	\$77,951.54	\$3,750.00	\$81,701.54
New Contract and Costs	\$1,143,473.37	\$80,000.00	\$95,289.45	\$6,666.67	\$101,956.12

Highlights of Changes
For the CY05 amendment we have used an increase of 5% for all existing operational and labor costs. We have added two full time employees to the budget which accounts for the majority of the increase. Going into storm season with two additional employees will allow us to cover shifts more efficiently and minimize overtime. Also in this amendment the rebateable repairs budget has been increased to relieve the city of some of the time and effort of procurement.

Annual Cost Difference	\$208,054.94
Cost Escalation(5%)	\$46,770.92
2 New FTE's Including Fringe	\$161,284.02