



Together, Investing in Municipal Excellence

STILLWATER UTILITIES AUTHORITY MEETING AGENDA

JUNE 17, 2024

723 S. Lewis Street, Room 1122B

Stillwater, OK 74074

5:30 PM

Chair Will Joyce, Vice Chair Amy Dzialowski, Trustees Christie Hawkins, Kevin Clark,
& Tim Hardin

1. Call Meeting to Order

2. Consent Docket

Items listed on the consent docket are routine administrative matters that may be approved without discussion. The Trustees will take action on these items collectively with a single vote. The requested action is indicated for each item listed. Should a Trustee elect to discuss, amend, revise, or table any item listed on the consent docket, the item will be moved to the section of the agenda titled "Items Removed from the Consent Docket" for consideration and possible action. Additionally, a Trustee or the General Manager may simply ask the Chair to remove an item from the consent docket prior to action by the Trustees and no action will be taken on the removed item at this meeting.

a.	Approve June 3, 2024 regular meeting minutes		
b.	Approve extension agreement for High Voltage Tree Removal Services to Davey Tree Surgery Company (SUA Bid #30-2023) and authorize expenditures up to \$1,737,620.	SUA-24-28	Loren Smith
c.	Award Bid # 24-2024 City Wide Custodial Services to Sandstorm Cleaning in the amount of \$46,976.16 and Alliance Maintenance in the amount of \$46,980.00.	SUA-24-29	John McClenny, Mark White
d.	Approve termination of SUA Bid# 59-2023 Purchase Agreement for 2 (two) 60' bucket trucks with Terex as in the best interest of the SUA because trucks may be procured from a	SUA-24-30	Loren Smith

	purchasing cooperative at a better price and shorter delivery time.		
e.	Approve the purchase of 2 (two) 60' bucket trucks from Terex through Sourcewell Purchasing Cooperative contract #110421-TER.	SUA-24-31	Loren Smith
f.	Approve Blue Peak Pole Attachment Agreement #16 and #22 and authorize the General Manager to sign the agreements.	SUA-24-32	Loren Smith
g.	Award Contracts for the supply and delivery of Water Treatment Chemicals Bid #33-2024 as follows and authorize the General Manager to sign the contracts: • Anhydrous Ammonia – Airgas Specialty Products, Inc. at \$1.23/Pound • Chlorine Gas – Brenntag Southwest, inc. at \$2,320/Ton • Liquid Ferric Sulfate – Pencco, Inc. at \$584/Dry Ton • Sodium Fluoride – Hawkins, Inc. at \$4,700/Ton • Lime Calcium Oxide – U.S. Lime Company-St Clair at \$291.36/Ton • Liquid Oxygen (LOX) – Air Products & Chemicals, Inc. at \$0.593/100 SCF	SUA-24-33	James Driskel
h.	Reject all bids for Polymer (Bid #33-2024) and direct staff to rebid Polymer with the complete delivery method specified.	SUA-24-34	James Driskel
i.	Award contracts for Bid #30-2024 for Brass Parts for Water Utilities to Utility Supply Company, Tulsa; Utility Technology Services Inc., Oklahoma City; Core & Main LP, St. Louis, MO; and Oklahoma Contractors Supply, Oklahoma City on all items in the amounts as listed on the bid tabulation sheet and authorize the General Manager to sign the contracts.	SUA-24-35	James Driskel

3. Public Comment on Items not Scheduled for Public Hearings

Stillwater City Code, Section 2-53(a) & (b), provides that taxpayers or residents of the city, or their authorized legal representatives, may address the Trustees at a regularly scheduled meeting on any item of business listed on the meeting agenda provided they have submitted a written request prior to the meeting either online at Request to speak form or via the form found in the lobby outside Council chambers prior to

meetings.

4. Items Removed from the Consent Docket

Items removed from the consent docket are placed on this section of the agenda for discussion, revision, amendment and/or tabling prior to action by the Trustees. The Trustees may take action, including a vote or series of votes, on items removed to this section of the agenda after the requested discussion, revision, or amendment.

5. Resolutions

The City Council will hear a staff presentation, discuss, and take action including a vote or series of votes on each resolution listed as presented or as amended or revised by the City Council.

a.	RESOLUTION NO. SUA-2024-5: A RESOLUTION OF THE STILLWATER UTILITIES AUTHORITY ADOPTING AN OPERATING BUDGET FOR THE FISCAL YEAR 2024-25.
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6. Questions and Inquiries

7. Reports from Officers and Boards

Announcements and remarks of general interest may be made by Trustees, General Manager or General Counsel. Items of City business that may require discussion or action, including a vote or series of votes, are listed below

8. Adjourn

On June 14, 2024 at 11:00 a.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

The City of Stillwater encourages participation from all citizens. If participation at any public meeting is not possible due to a disability, please notify the City Manager's office at least 48 hours prior to the meeting by calling 405.742.8243.

- Meetings are televised on AT&T U-verse channel 99 and Optimum channel 14.
- Find meeting agendas and minutes online at [Agendas and Minutes](#)
- Official minutes are archived in the City Clerk's office.

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW THE AGENDA
WAS POSTED MAY 31, 2024 AT 11:15 A.M. AT THE MUNICIPAL BUILDING,
723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER UTILITIES AUTHORITY
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
JUNE 3, 2024**

PRESENT: CHAIR WILLIAM H. JOYCE, VICE CHAIR AMY DZIALOWSKI
TRUSTEES CHRISTIE HAWKINS, KEVIN CLARK AND TIM HARDIN
ABSENT: NONE

1. CALL MEETING TO ORDER

Chair Joyce called the meeting to order at 6:23 p.m.

2. CONSENT DOCKET

- a. Approve May 20, 2024 regular meeting minutes
- b. Approve Blue Peak Pole Attachment Agreement #13 and #20 and authorize the General Manager to sign the agreements.
- c. Approve Contract Amendment No. 1 with HDR Engineering for the Wastewater Master Plan and Model Project Phase 2 services as outlined in the report and the associated budget amendment and authorize the General Manager to sign.

Trustee Hardin removed item b. from the consent docket.

MOTION BY TRUSTEE HAWKINS, SECOND BY TRUSTEE CLARK TO APPROVE THE CONSENT DOCKET MINUS ITEM B.

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

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

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

4. ITEMS REMOVED FROM CONSENT DOCKET

- b. Approve Blue Peak Pole Attachment Agreement #13 and #20 and authorize the General Manager to sign the agreements.

Trustee Hardin stated that he keeps seeing more and more wires and cables on the City utility poles so he asked if this posed a risk in the event of ice, wind, storms or other events.

Utility Director Loren Smith stated that this does not help but probably does not hurt to the detriment that this would be the root cause of the pole failure. He explained that the public connections are about midway on the pole and the top of the pole is where the weight is being carried. Mr. Smith explained

that part of the application process, the applicant must have an engineer go out and study the poles and make sure there is load available for the infrastructure they want to install on the poles. He stated that normally tree branches or limbs falling into the infrastructure is what takes a pole down and not the lower lying infrastructure.

Trustee Hardin asked if there is an adequate fee charged for these pole attachments.

Mr. Smith replied that yes adequate fees are being charged for these extra pole attachments.

MOTION BY TRUSTEE HARDIN, SECOND BY VICE CHAIR DZIALOWSKI TO APPROVE ITEM B FROM THE CONSENT DOCKET.

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

5. QUESTIONS & INQUIRIES

None.

6. REPORT FROM OFFICERS AND BOARDS

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

7. ADJOURN

MOTION BY TRUSTEE CLARK, SECOND BY VICE DZIALOWSKI TO ADJOURN THE JUNE 3, 2024 REGULAR MEETING OF THE STILLWATER UTILITIES AUTHORITY.

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

The June 3, 2024 regular meeting of the Stillwater Utilities Authority adjourned at 6:28 p.m.

WILLIAM H. JOYCE, CHAIR
STILLWATER UTILITIES AUTHORITY

TERESA KADAVY, SECRETARY
STILLWATER UTILITIES AUTHORITY

REPORT TO: STILLWATER UTILITIES AUTHORITY**MEETING DATE: JUNE 17, 2024**

Agenda Item:	2.b. SUA-24-28								
Previous/Related Action:	SUA-23-27 Bid Award								
Background/Issue:	Stillwater Utilities Authority (SUA) contracts for high voltage line clearance tree trimming and tree removal services around overhead electric lines and requires the contractor to follow the ANSI A300 standard for tree, shrub, and other woody plant maintenance. These tree trimming and tree removal services, which have a direct correlation to the reliability of the electric distribution/transmission system, have traditionally been bid on a three-year cycle with a provision to extend the first year contract on an annual basis for two additional years. On April 3, 2023, the trustees awarded the bid for these services for FY24 which began July 1, 2023.								
Proposal/Solution:	Staff has been satisfied with Davey’s Tree Surgery Company who has met expectation and is requesting to renew the contract for FY25. <table><tr><th>Bidder Name</th><th>Schedule 1 First Year (\$)</th><th>Schedule 2 Optional Second Year (\$)</th><th>Schedule 3 Optional Third Year (\$)</th></tr><tr><td>Davey Tree Surgery Company</td><td>\$1,695,420</td><td>\$1,737,620</td><td>\$1,781,100</td></tr></table>	Bidder Name	Schedule 1 First Year (\$)	Schedule 2 Optional Second Year (\$)	Schedule 3 Optional Third Year (\$)	Davey Tree Surgery Company	\$1,695,420	\$1,737,620	\$1,781,100
Bidder Name	Schedule 1 First Year (\$)	Schedule 2 Optional Second Year (\$)	Schedule 3 Optional Third Year (\$)						
Davey Tree Surgery Company	\$1,695,420	\$1,737,620	\$1,781,100						
Financial Source/Impact:	The FY25 proposed budget for electric includes funding for the recommended expenditures.								
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #3 SAFE COMMUNITY								
Recommended Action/Motion:	Motion to approve the contract extension, authorize expenditures up to \$1,737,620 and authorize the SUA Chair to sign the extension agreement.								
Prepared By:	Loren Smith, Electric Utility Dir.								
Reviewed By:	Loren Smith Teresa Kadavy								
Submitted By:	Kimberly Meek, General Manager								

Attachments

1. SUA-23-27-Bid-Rec-Tree-Trimming
2. Davey Tree Surgery Company- Option 1 - Bid Schedule 2- Extension Term - 6-17-24

- ✓ Option year FY20 Davey
- ✓ March 2, 2020 – [Report SUA-20-06](#) – Bid Award to Davey low bidder FY21
- ✓ Option year FY22 Davey
- ✓ Option year FY23 Davey

- Asplundh left the last contract with unfinished work and extremely poor service. This issue was the largest by far starting in March 2017 and ended with no resolution by December 2017 as Asplundh denied the damages and blamed inability to resolve issues as the contract had ended.
- Countless billing issues on a monthly basis taking staff significant amounts of time to verify and address.
- Asplundh regularly failed to provide the required three crews (per the contract), as well as inability to fully staff the crews that were provided for the required 40 hour work week.
- Lack of proper supervision of crews.
- Significant SEU administration time to resolve issues with Asplundh.

Proposal/Solution:

- Bid solicitations were prepared and advertised in accordance with the City's purchasing manual.
- Six bids were received and opened on March 1, 2023 and are tabulated in the table below.

Summary of Evaluation

Bidders Name	Schedule 1 First Year (\$)	Schedule 2 Optional Second Year (\$)	Schedule 3 Optional Third Year (\$)
Asplundh Tree Expert, LLC	\$1,442,620	\$1,457,900	\$1,472,940
Davey Tree Surgery Company	\$1,695,420	\$1,737,620	\$1,781,100
Trees, LLC	\$1,820,780	\$1,853,240	\$1,887,340
Nelson Tree Service, LLC	\$1,813,160	\$1,885,720	\$1,961,080
Wright Tree Service, Inc.	\$1,941,606.24	\$1,983,319.84	\$2,037,975.13
Looks Great Service of MS, Inc.	\$2,802,900	\$2,866,500	\$2,973,600

	• Davey Tree Surgery Company has done an excellent job exceeding expectations since FY18. Therefore, staff is recommending the bid be awarded to the lowest responsible bidder Davey Tree Surgery Company. • The contract will be awarded for FY24 and will begin July 1, 2023. • Upon continued satisfactory performance and funding, SUA will have the option to renew the contract for FY25 (Schedule 2 above) and FY26 (Schedule 3 above). The renewals will require approval by Trustees each fiscal year.
Financial Impact/Funding Source(s):	• The FY24 proposed budget for electric includes funding for the recommended expenditures.
Related Strategic Priority:	#1 Effective Services & Accountable Government: to provide effective services and accountable government for all citizens by practicing fiscal responsibility, transparency and outstanding customer service. #3 Safe Community: To identify effective services that enhance relationships, responsiveness and quality customer service.
Recommended Action/Motion:	Motion to award the tree trimming bid for fiscal year 2024 to Davey Tree Surgery Company in the amount of \$1,695,420 and authorize the general manager to execute the contract.
Prepared By:	Loren Smith, Electric Utility Director
Reviewed By:	Brady Moore, Assistant City Manager Patti Osmus, Assistant to City Manager
Submitted By:	Norman McNickle, General Manager

EXTENSION AGREEMENT

SUA Contract for Services High Voltage Line Clearance Tree Trimming and Tree Removal Services SUA Bid #30-2023

THIS EXTENSION AGREEMENT is made and entered into on this 17th day of June, 2024 by and between the STILLWATER UTILITIES AUTHORITY, a public trust, and DAVEY TREE SURGERY COMPANY, hereinafter "Contractor".

WITNESSETH

WHEREAS, the parties entered into a written Operations Agreement on the 7th day of April, 2023 to provide High Voltage Line Clearance Tree Trimming and Tree Removal Services; and

WHEREAS, that Agreement provides that the parties may extend the agreement for two (2) successive one-year terms by written extension agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE PARTIES AGREE:

1. Term of Agreement. The parties agree to extend the terms and conditions of the Contract for Services for an additional one-year term beginning July 1, 2024 and ending June 30, 2025.

2. Compensation. Pursuant to Paragraph 2, Term, of the Agreement, the parties hereby agree that Option 1 – Extension Term and Bid Schedule 2 shall apply to this Extension Agreement.

3. Effect of Contract Provisions. Except as specifically set forth above, all other provisions contained within the Agreement dated April 7, 2023 shall remain in full force and effect during the extension period and shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

DAVEY TREE SURGERY COMPANY



Larry Evans, President/General Manager

ATTEST:



Secretary
(seal)

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State on this ____ day of _____, 2024, personally appeared, Larry Evans, President/General Manager, Davey Tree Surgery Company, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

NOTARY PUBLIC

My Commission Expires:
My Commission Number:

SEE NOTARY
ATTACHMENT

Initials: 

Date: 6/06/2024

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Alameda)

On June 06, 2024 before me, Carolyn Silverthorn, Notary Public,
(here insert name and title of the officer)

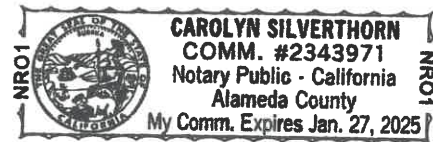
personally appeared Larry Evans

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carolyn Silverthorn



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Contract Extension Agreement - Stillwater

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☒ Corporate Officer(s) President / General Manager
Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: Davey Tree Surgery
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # 63 Entry # 7

Notary contact: Carolyn Silverthorn

Other

- ☐ Additional Signer(s) ☒ Signer(s) Thumbprint(s)
☐ _____

Approved and executed this ____ day of June, 2024.

STILLWATER UTILITIES
AUTHORITY, a Public Trust

William H. Joyce, Chair

ATTEST:

Teresa Kadavy, Secretary

Approved as to form and content this ____ day of June, 2024.

Kimberly Carnley, General Counsel

REPORT TO: STILLWATER UTILITIES AUTHORITY**MEETING DATE: JUNE 17, 2024**

Agenda Item:	2.c. SUA-24-29
Previous/Related Action:	
Background/Issue:	The current custodial services contract expires on June 30th.
Proposal/Solution:	Bids were solicited for custodial services for 13 City and SUA facilities and Sandstorm Cleaning and Alliance Maintenance submitted bids. The bid tabulation is attached. Bids were solicited in packages, as indicated in the bid tabulation, to meet the unique needs of each facility. Bidders could bid on some or all of the packages with the intent of awarding each package to the lowest and best bidder.
Financial Source/Impact:	Adequate funds are budgeted for these services in the FY25 budget.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Staff recommends a motion to award the bid for packages 2, 3, 6, and 7 to Sandstorm Cleaning in the amount of \$46,976.16, and to award the bid for packages 1, 4, and 5 to Alliance Maintenance in the amount of \$46,980.00.
Prepared By:	John McClenny, Procurement Mgr. Mark White, Public Works Dir.
Reviewed By:	Christy Cluck Teresa Kadavy
Submitted By:	Kimberly Meek, General Manager

Attachments

1. Custodial Bid Tabulation
2. Contract for Janitorial Services - SUA

PACKAGE 1 - Electric Administration/Distribution and Stillwater Energy Center - SUA

Supplier	Price
Alliance Maintenance	\$30,960.00
Sandstorm Cleaning	\$32,854.80

PACKAGE 2 - Fleet Management North and South - City

Supplier	Price
Sandstorm Cleaning	\$5,569.20
Alliance Maintenance	No Bid

PACKAGE 3 - Waste Management - SUA

Supplier	Price
Sandstorm Cleaning	\$5,355.96
Alliance Maintenance	\$10,980.00

PACKAGE 4 - Public Works - City

Supplier	Price
Alliance Maintenance	\$10,980.00
Sandstorm Cleaning	\$15,463.56

PACKAGE 5 - Fire Administration - City

Supplier	Price
Alliance Maintenance	\$5,040.00
Sandstorm Cleaning	\$6,375.48

PACKAGE 6 - Project Heart - City

Supplier	Price
Sandstorm Cleaning	\$14,091.00
Alliance Maintenance	No Bid

PACKAGE 7 - Park Restrooms (Whittenburg, Strickland, Airport, Sanborn, Babcock) - City

Supplier	Price
Sandstorm Cleaning	\$21,960.00
Alliance Maintenance	No Bid

CONTRACT
BID #: 24-2024
City Wide Janitorial Services

THIS AGREEMENT is made and entered into by and between the STILLWATER UTILITIES AUTHORITY, a municipal trust, located at 723 S. Lewis / P.O. Box 1449, Stillwater, Oklahoma 74076 ("SUA"), and:

_____ (the "Contractor").

WHEREAS, Stillwater has caused to be prepared in accordance with law, certain plans, specifications and other documents for the work hereinafter described and has approved and adopted all of said contract documents, and has caused Invitation for Bids to be given and advertised as required by law, and has received sealed bids for the furnishing all of the labor, equipment, and materials for **Bid #:24-2024** as outlined and set out in the contract documents and in accordance with the terms and provisions of this Agreement; and

WHEREAS, Contractor, in response to said Invitation for Bid, has submitted to Stillwater in the manner and at the time specified, a sealed bid in accordance with the terms of this Agreement; and

WHEREAS, Stillwater, in the manner provided by law, has publicly opened, examined and canvassed the bids submitted and has determined and declared the above-named Contractor to be the lowest responsible bidder on the above-described project, and has duly awarded this agreement to said Contractor for the prices set forth on the bid form; and

NOW THEREFORE, for and in consideration of the following, Stillwater and Contractor hereby agree to the following terms and conditions:

1. **Contract Documents.** Contractor shall, in a good and first-class workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to complete said work in strict accordance with this Agreement and the following contract documents:

Complete Bid Packet for **Bid # 24-2024**; Performance Bond; Certificate of Insurance;

all of which documents are filed in the office of the City Clerk, City of Stillwater, Oklahoma, and are made a part of this Agreement as fully as if the same were herein set out at length.

2. **Term.** Contractor shall provide services for the fiscal year July 1, 2024, through June 30, 2025. The parties shall have the option to extend this contract for three (3) successive one-year terms by agreement of the parties. Each extension period requires a written extension agreement signed by the parties

3. **Compensation.** SUA agrees to pay Contractor the bid amount submitted in response to the Invitation for Bid. Payments will be made to the contractor based upon actual work completed, and invoices for payment submitted and approved by the Stillwater Utilities Authority.
4. **Termination.** This Agreement may be terminated by SUA for convenience at any time upon thirty (30) days prior written notice to the Contractor. This Agreement may be terminated for cause by the non-breaching party in the event the other party materially breaches this Agreement and provided the non-breaching party provides the breaching party thirty (30) days prior written notice and the opportunity to cure such breach (s) specified in the notice. In the event termination is for the convenience of SUA, payment will be made to the Contractor for the value of all services rendered up to the time of termination on the basis of the compensation provisions of this Agreement. In the event termination is for breach of contract by the Contractor, payment will be made only for the value of those services satisfactorily performed as determined by SUA.
5. **Insurance.** Contractor shall carry the specified insurance policies in amounts set forth in the Special Requirements Section of the Bid Packet at all times during the performance of this Agreement. The Stillwater Utilities Authority shall be named an additional insured on the Comprehensive General Liability policy in amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, et seq. Provided, however, this shall not preclude the Contractor from carrying insurance in amounts exceeding said liability limits so long as SUA is not named as an additional insured in any amount in excess of said statutory liability limits.
6. **No Indemnification by SUA.** Contractor understands and acknowledges that SUA is a municipal trust that is funded by its rate payers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, SUA shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorney's fees and costs. In addition, Contractor shall not limit its liability to SUA for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. SUA reserves the right to pursue all legal and equitable remedies to which it may be entitled. SUA will not agree to binding arbitration of any disputes.
7. **General Liability.** Contractor shall hold SUA harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
8. **No Confidentiality.** Contractor understands and acknowledges that SUA is subject to the Oklahoma Open Records Act (51 O.S. § 24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Engineer pursuant to this Agreement that would be inconsistent with its compliance with the statutory requirements thereunder.
9. **Compliance with Laws.** Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this

contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor certifies that it and all of its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System.

10. **Equal Employment Opportunity.** Contractor agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
11. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the services provided hereunder are subject to inspection, examination, and copying by SUA or its designees. Contractor shall retain all records related to this Agreement for the duration of this Agreement and for a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
12. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principals, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Payne County, Oklahoma and each party waives any objection to such venue. SUA does not and will not agree to binding arbitration of any disputes.
13. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
14. **Entire Agreement / No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by both parties. Contractor shall not be entitled to any claim for extras of any kind or nature.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year written below.

Approved and accepted this ____ day of _____ 2024.

CONTRACTOR _____

Name:

Title:

Approved and accepted this ____ day of _____ 2024.

STILLWATER UTILITIES AUTHORITY,
a municipal trust

William H. Joyce, Chair

(SEAL)

ATTEST:

Teresa Kadavy, Secretary

Approved as to form and legality this ____ day of _____ 2024.

Kimberly Carnley, General Counsel

REPORT TO: STILLWATER UTILITIES AUTHORITY

MEETING DATE: JUNE 17, 2024



Agenda Item:	2.d. SUA-24-30
Previous/Related Action:	SUA-23-58
Background/Issue:	On November 6, 2023, the Trustees awarded the bid for 2 (two) 60' bucket trucks for \$330,655.52 to Terex totaling \$661,311.04. The 2 (two) 60' bucket trucks have a delivery lead time of approximately December of 2025. Terex reached out to staff with some information that could ultimately save approximately \$66,655.52 on each of the 2 (two) 60' bucket trucks (\$133,311.04 total) and delivery in 60-90 days. Due to market fluctuations, Terex has several 60' bucket trucks that closely match what we ordered that they can sell to us at a reduced cost. However, there are no provisions in the contract for SUA to proceed with changing its order. The proposed substitute trucks diverge from the advertised specifications. However, the changes are acceptable to staff at the reduced price.
Proposal/Solution:	Staff is requesting to terminate the purchase agreement related to the 2 (two) 60' bucket trucks pursuant to the provisions of the contract which will require SUA Trustee approval. Terex has agreed not to charge any fees or penalties associated with the cancelation of the other units if the SUA purchases the ones they have in stock. The 2 (two) 60' bucket trucks are available through Sourcewell. The City's purchasing policy exempts from competitive bidding any purchases made through government contracts, interlocal agreements, or government-sponsored purchasing cooperatives. Sourcewell is a purchasing cooperative in which the City is a contract member. State and local governments are eligible to purchase through the

	Sourcewell contracts. Sourcewell competitively bids on behalf of their members.
	Staff is requesting to purchase the 2 (two) 60' bucket trucks through the Sourcewell contract #110421-TER, Aerial work-platforms and digger derricks, advanced mixers for a total of \$528,000.
Financial Source/Impact:	Funds for this purchase were appropriated from the Rate Stabilization Fund on November 6, 2023, at bid award.
Related Strategic Priority:	#4 CONNECTED SPACES #1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to approve the purchase of 2 (two) 60' bucket trucks from Terex available through Sourcewell in the amount of \$580,800 (includes 10% contingency), authorize the General Manager to sign any applicable documents and terminate the agreement as it relates to the 2 (two) 60' bucket trucks awarded as part of SUA Bid #59-2023
Prepared By:	Loren Smith, Electric Utility Dir.
Reviewed By:	Teresa Kadavy Brady Moore
Submitted By:	Kimberly Meek, General Manager
Attachments	
None	

REPORT TO: STILLWATER UTILITIES AUTHORITY

MEETING DATE: JUNE 17, 2024



Agenda Item:	2.e. SUA-24-31
Previous/Related Action:	SUA-23-58
Background/Issue:	On November 6, 2023, the Trustees awarded the bid for 2 (two) 60' bucket trucks for \$330,655.52 to Terex totaling \$661,311.04. The 2 (two) 60' bucket trucks have a delivery lead time of approximately December of 2025. Terex reached out to staff with some information that could ultimately save approximately \$66,655.52 on each of the 2 (two) 60' bucket trucks (\$133,311.04 total) and delivery in 60-90 days. Due to market fluctuations, Terex has several 60' bucket trucks that closely match what we ordered that they can sell to us at a reduced cost. However, there are no provisions in the contract for SUA to proceed with changing its order. The proposed substitute trucks diverge from the advertised specifications. However, the changes are acceptable to staff at the reduced price.
Proposal/Solution:	Staff is requesting to terminate the purchase agreement related to the 2 (two) 60' bucket trucks pursuant to the provisions of the contract which will require SUA Trustee approval. Terex has agreed not to charge any fees or penalties associated with the cancelation of the other units if the SUA purchases the ones they have in stock. The 2 (two) 60' bucket trucks are available through Sourcewell. The City's purchasing policy exempts from competitive bidding any purchases made through government contracts, interlocal agreements, or government-sponsored purchasing cooperatives. Sourcewell is a purchasing cooperative in which the City is a contract member. State and local governments are eligible to purchase through the Sourcewell contracts. Sourcewell competitively bids on behalf of

	their members. Staff is requesting to purchase the 2 (two) 60' bucket trucks through the Sourcewell contract #110421-TER, Aerial work-platforms and digger derricks, advanced mixers for a total of \$528,000.
Financial Source/Impact:	Funds for this purchase were appropriated from the Rate Stabilization Fund on November 6, 2023, at bid award.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #3 SAFE COMMUNITY
Recommended Action/Motion:	Motion to approve the purchase of 2 (two) 60' bucket trucks from Terex available through Sourcewell in the amount of \$580,800 (includes 10% contingency), authorize the General Manager to sign any applicable documents and terminate the agreement as it relates to the 2 (two) 60' bucket trucks awarded as part of SUA Bid #59-2023
Prepared By:	Loren Smith, Electric Utility Dir.
Reviewed By:	Loren Smith Teresa Kadavy
Submitted By:	Kimberly Meek, General Manager

Attachments

1. Terex Utilities - QU32856 Terex Stock - Optima TC55 - Sourcewell - 6-17-24
2. SUA-23-58 Distribution-Transmission Bucket Trucks - 11-6-23

**TEREX®**

Customer Order Acknowledgement

Terex Utilities, Inc. - 200 Eden Way - Whitehouse, TN 37188 - Phone: 605-882-4000 - Fax: 605-882-1842

Date: 06/04/2024

All Stock Trucks Are Subject To Prior Sale

Company: City of Stillwater

Address: P.O. Box 1449

Phone: 405-471-9715

City, State: Stillwater, OK

Contact: Wesley Bennett

Email: wesley.bennett@stillwaterok.gov

TEREX Quote #: QU32856

Stock Truck or Slot #: Stock

Unit: Optima TC55

Sourcewell Contract Number: 110421-TER

Baseline Price: \$ 259,000.00

FET Tax Estimate: If Applicable

Service Center Uptit: \$ 5,000.00

This is to convert unit from a Optima TC55 to an Optima HR55.

Grand Total: \$ 264,000.00

Shipping & handling and lead times are estimates and subject to change. All prices quoted are in U.S. dollars unless otherwise specified. Payment by cash or certified check only. Chassis payment is due upon chassis receipt at our facility. Quote withdrawn after 60 days

Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Notes:

- 1) Delivery Terms are: CPT, Shipping Point, prepaid and included
- 2) Terms: Net 30 days
- 3) Delivery days from receipt of order shall be 60-90 days

Buyer hereby submits its offer to purchase the Products in this Quotation, subject to acceptance by Seller. Please fax completed form to your Account Manager

The Terms and Conditions of the Sale are as written in the Purchase Agreement for SUA Bid#59-2023 listed below.

Terex Utilities Inc.

Accepted By: _____

Account Manager:

Jeff Svymbersky

PO Number: _____

Grand Total: _____

Date: _____

PURCHASE AGREEMENT

This PURCHASE AGREEMENT is between the Stillwater Utilities Authority (SUA), a municipal trust, located at 723 S. Lewis / P.O. Box 1449, Stillwater, Oklahoma 74076 ("Stillwater"), and:

Terex USA LLC DBA Terex Utilities

(Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA) (the "Seller").

WITNESSETH:

WHEREAS, SUA has approved certain specifications and advertised for or solicited Bids on the following goods or services:

Bid #59-2023

2 (two) 35,000 GVWR Truck Chassis Equipped with Insulated Over-center Aerial Device, with a Single Bucket and working height of 60'

AND

1 (one) 60,000 GVWR Truck Chassis Equipped with a 60' Aerial Device and one or two elevator booms for working height of 90'

(the "Goods and/or Services"); and

WHEREAS, Seller desires to provide such Goods and/or Services to SUA, acknowledges that this document constitutes Seller's offer to provide the Goods and/or Services specified below, and further acknowledges that if executed by the SUA General Manager, this document will become the Purchase Agreement for such Goods and/or Services.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. DOCUMENTS COMPRISING THE AGREEMENT.

The entire Bid Packet is incorporated herein by reference. In the event of conflicting or ambiguous language between this Purchase Agreement and any of the Bid Packet documents, the parties shall be governed first according to this Purchase Agreement and second according to the remainder of the documents included in the Bid Packet.

2. PURCHASE AND SALE.

Seller agrees to sell SUA the Goods and/or Services for the price and upon the delivery terms set forth in the bid response. SUA agrees to pay Seller the price set forth in the bid response based on (a) the quantity actually purchased in the case of goods or services priced by unit, or (b) the total price for a stated quantity of goods or services, upon (i) delivery of the Goods and/or Services to SUA, (ii) the SUA's acceptance thereof, and (iii) Seller's submission and SUA's approval of a verified claim of the amount due. SUA shall not pay any late charges or fees.

3. APPROXIMATE QUANTITIES.

SUA does not guarantee a specific quantity. On all items which bids are to be received on a unit price basis, the quantities stated in the bid will not be used in establishing final payment due the Seller. Payment on the unit price items will be based on the actual number of units ordered after award.

4. IRREVOCABLE OFFER.

Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless the SUA's General Manager executes this

Agreement accepting Seller's Bid. No SUA officer, employee or agent except the General Manager has the authority to award contracts or legally obligate the SUA to any contract. Seller shall not provide any Goods and/or Services to SUA pursuant to this Agreement before this Agreement is executed by SUA. If Seller provides any Goods and/or Services to SUA before this Agreement is executed by SUA, such Goods and/or Services are provided at Seller's risk and SUA shall have no obligation to pay for any such Goods and/or Services.

5. TERM.

The term of this Agreement shall be effective commencing on the date of execution of this Agreement by the General Manager and terminating one year from that date. SUA in its sole discretion may offer Seller an opportunity to renew this Agreement for three (3) additional one (1) year terms. Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by SUA of the Goods and/or Services set forth in this Agreement is subject to SUA's needs and to SUA's annual appropriation of sufficient funds in SUA's fiscal year (July 1st to June 30th) in which such Goods and/or Services is purchased. In the event SUA does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by SUA.

6. WARRANTIES.

Seller shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Seller expressly agrees that it will be responsible for performing all warranty obligations set forth in the Technical Specifications for the Goods and/or Services covered in this Agreement. Seller also warrants that the Goods and/or Services will conform to the Technical Specifications and Special Requirements, and further warrants that that Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance or installation by SUA, whichever is later, or as specified in the Technical Specifications, whichever is later. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.

7. WARRANTY REMEDIES.

SUA shall notify Seller if any Goods and/or Services fail to meet the warranties set forth above, and Seller shall promptly correct, repair or replace such Goods and/or Services at Seller's sole expense. Notwithstanding the foregoing, if such Good and/or Services shall be determined by SUA to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by SUA, then SUA at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods shall promptly return such Goods to Seller. Seller shall pay all expenses related to the return of such Goods to Seller.

8. SELLER BEARS RISK.

The risk of loss or damage shall be borne by the Seller at all times until the Acceptance of the Goods or Services by SUA.

9. NO INDEMNIFICATION BY SUA.

Contractor understands and acknowledges that SUA is a municipal trust that is funded by its ratepayers to operate for the benefit of the citizens of Stillwater. Accordingly, and pursuant to Oklahoma law, SUA shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorney's fees and costs. In addition, Seller shall not limit its liability to SUA for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. SUA reserves the right to pursue all legal and equitable remedies to which it may be entitled.

10. INDEMNIFICATION BY SELLER.

Seller agrees to save SUA and their authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgments and damages to persons or property to the proportionate extent caused by the Seller, its agents, employees or subcontractors and resulting from negligent acts, errors, mistakes or omissions from Seller in connection with the Goods and/or Services to be provided or performed hereunder.

Seller agrees to indemnify, defend, and save harmless SUA and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents. ~~Neither party shall be liable for incidental, indirect, special, or consequential damages even if advised of the possibility thereof.~~

11. NO INSURANCE BY SUA.

If SUA is leasing Goods herein, SUA shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. SUA is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).

12. NO CONFIDENTIALITY.

Seller understands and acknowledges that SUA is subject to the Oklahoma Open Records Act (51 O.S. § 24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with its compliance with the statutory requirements thereunder.

13. NON-RESPONSIVE BIDS.

Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that its Bid may be rejected as non-responsive. Furthermore, if SUA accepts Seller's Bid and awards a contract to Seller based on such Bid, SUA shall not be bound to any exceptions, changes, or additions made by Seller, and any terms and conditions added by Seller which are not expressly agreed to by SUA in writing will be void and of no force and effect.

14. COMPLIANCE WITH LAWS.

Seller shall be responsible for complying with all applicable federal, state and local laws, regulations, and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all of its subcontractors to be used in the performance of this Purchase Agreement are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

15. TERMINATION.

SUA, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of the SUA. If this Agreement is so terminated, SUA shall be liable only for payment for Goods accepted and Services rendered prior to the effective date of termination. SUA's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.

16. PRICE CHANGES.

The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. Seller is bound by prices submitted on its Bid Form.

17. RIGHT TO AUDIT.

The parties agree that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by SUA or its designees. Seller is required to retain all records related to this Agreement for the duration of this Agreement and for a period of three years following completion and/or termination of this Agreement. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

18. NOTICE.

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

- i. To Seller: Terex Utilities
3140 15th Ave SE
Watertown SD 57201
- ii. To SUA: City Clerk
723 S. Lewis / P.O. Box 1449
Stillwater, OK 74076-1449

19. RELATIONSHIP OF PARTIES.

The Seller is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the SUA under this Agreement. No employees, subcontractors or agents of the Seller shall be deemed to be employees of the SUA for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by the SUA for its employees. The Seller shall be solely liable for the payment of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the parties. No party shall have the right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

20. THIRD PARTIES.

This Agreement is between SUA and Seller and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this Agreement.

21. TIME OF ESSENCE.

SUA and Seller agree that time is deemed to be of the essence with respect to this Agreement.

22. BINDING EFFECT.

This Agreement shall be binding upon SUA and Seller and their respective successors, heirs, legal representatives and permitted assigns.

23. HEADINGS.

The headings used herein are for convenience only and shall not be used in interpreting this Agreement.

24. SEVERABILITY PROVISIONS.

If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.

25. GOVERNING LAW AND VENUE.

This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principals, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Payne County, Oklahoma and each party waives any objection to such venue. SUA does not and will not agree to binding arbitration of any disputes.

26. NO WAIVER.

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.

27. ENTIRE AGREEMENT / NO ASSIGNMENT.

This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by SUA and Seller. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without SUA's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.

28. MULTIPLE COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

29. INTERPRETIVE MATTERS AND DEFINITIONS.

The following interpretive matters shall be applicable to this Agreement:

- i. Unless the context otherwise requires:
 - (a) All references to Sections are to Sections of this Agreement;
 - (b) Each term defined in this Agreement has the meaning assigned to it;
 - (c) "Or" is disjunctive but not necessarily exclusive;
 - (d) Words in a singular include the plural and vice versa.
 - (e) All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
- ii. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
- iii. Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
- iv. The word "including" means "including, without limitation" and does not limit the preceding words or terms;
- v. All words used in this Agreement shall be construed to be of such gender, number or tense as circumstances require.

30. EQUAL EMPLOYMENT OPPORTUNITY.

Each bidder agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

31. AUTHORITY TO BIND.

The undersigned individual states that s/he has the authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement and its incorporated documents.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Seller Company Name: Terex Utilities

Sign Here ▶

Printed Name: Stephanie Evans

ATTEST:

Corporate Secretary

Title: Sales Ops Manager

Date: 11 October 2023

Terex Utilities	3140 15th Ave SE	Watertown SD 57201		
Company Name/Address [Please Print]	Address	City	State	Zip Code
() - (605) 520-9583	() -	Erik.Dahl@terex.com		
Telephone Number	Fax Number	Email Address		



Stillwater Utilities Authority, OKLAHOMA,
A municipal trust,

By: J. Brian Moore
General Manager

Date: 11/7/2023

Teressa Kadany
City Clerk

APPROVED:

Kelley
General Counsel



Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 30-APR-2024

Quote Number: QU32856-TU- V1

Unit: OPTIMA-TC55-NOC

Terex Stock
3140 15th Ave SE
Watertown , SD 57201

Qty. Description
UNIT

1 Optima Tc55 Basic Unit, Non-Compensated

One (1) new Terex Hi-Ranger Optima TC55 insulated non-overcenter aerial device providing a working height of 60.0 ft (18.3 m) and a side reach of 42.8 ft (13.0 m).

Design Criteria:

* Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

Turntable:

* A self locking worm gear rotation drive is provided and equipped with a bi-directional motor.

Continuous & Unrestricted Rotation:

* A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.

* A minimum 6-channel electric collector ring is also provided.

Hydraulic System:

* Full pressure open center hydraulic system.

* Hydraulic hoses are equipped with permanent type hose fittings.

Miscellaneous:

* A load chart stating actual lifting capacity considering all final options, chassis, body, outriggers, and other fixed equipment with final readings based on completed unit stability is standard.

* All metallic components of the complete aerial device are powder coat white.

* The fiberglass upper boom lower boom insert platforms and covers are white.

* Two complete manuals providing operation and maintenance procedures and a replacement parts listing.

* Warning decals are provided with unit.

1 Pedestal, 32.3 ,Cab Height 64 -68

The pedestal is designed with access holes for maintenance of hydraulic plumbing.

1 Boom,55, Model 1 Side Mount Platform

Boom with 116 degree lower boom articulation to ground access in the non-overcenter position.

Lower Boom:

* Filament wound high strength fiberglass insert providing an insulation gap.

Upper Boom:

* Filament wound tapered fiberglass boom providing a clear span insulation gap.

Leveling Chain:

Extended life leveling chain.

Date: 30-APR-2024**Quote Number: QU32856-TU- V1****Unit: OPTIMA-TC55-NOC****1 Boom Rest, Cam Style**

Upper boom rest with a cam type tie down strap.

1 Boom Tip,Side,Rot & Tools, Noc

Boom Tip with Hydraulic Platform Rotator:

Upper Controls: Control-Plus single stick controller.

* Enable lever must be actuated before operation.

The platform rotator offering 105 degrees of forward rotation.

Platform Leveling:

* Platform leveling control is located at the top controls for ease of personnel rescue and platform debris clean out.

Hydraulic Platform Tilt is provided at platform and lower controls.

Engine Stop/Start controlled at platform and lower controls.

Engine Throttle Advance:

* An automatic two speed engine throttle control is provided and shall advance the engine to a pre-set speed when the single stick enabling lever is engaged and decrease when it is disengaged.

Dual Hydraulic Tool Outlets At Platform With Flow Control:

* Installed at the platform to accommodate two open center hydraulic tools.

* Tools cannot be operated simultaneously.

* Includes port relief's to limit pressure to 2250 psi.

* Quick disconnect couplers.

Lower Controls:

* Individual control levers are provided and located in an accessible location on the turntable.

* An upper/lower control selector provides override of platform controls.

* Winch control at the lower controls.

Boom Non-Compensation System:

* The upper and lower boom will be articulated independently.

* The upper and lower boom can be operated simultaneously with multi-functioning the Upper Controls: Control-Plus single stick controller.

1 Category C Rating,Side Mnt,Noc-Non Comp

Aerial device is designed as a Category C machine in accordance and is dielectrically tested and rated for operation on systems up to 46 KV phase to phase per ANSI/SIA A92.2-2021

1 Demand Throttle Disable

Demand Throttle Disable:

*Feature disables the Demand Throttle feature so that aerial device runs at low idle speed at all times.

1 Side Mount, 24x48



Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 30-APR-2024

Quote Number: QU32856-TU- V1

Unit: OPTIMA-TC55-NOC

Side Mounted Fiberglass Platform 24 x 48 x 42 : (Curbside)
* Includes (2) two outside access steps with a slip-resistant surface.

1 Safety Harness For Dual Platform

Two safety harnesses with lanyard is provided for fall arrest.

1 Platform Rest For 24x48

A padded saddle rest provides platform support during road travel.

1 Liner, 24x48

Insulated Platform Liner For 24 x 48 x 42 Platform:
* Tested at 50 KV AC.

1 Platform Cover, 24x48

Vinyl Platform Cover For 24 x 48 Platform:
* Waterproof with internal elastic cord around edge.

1 700# Platform Capacity And Load Chart

Platform capacity rated up to 700-lbs and load chart.

1 Jib,Simplified Compact, Non Repin

Simplified Compact Hydraulic Extend Under Load Jib and Winch:
* Infinite positioning through the 120-degree articulation envelope (-20 to +105 degrees)
* Load radius of 0 to 65
* Hydraulic Extension to reposition the jib (no re-pinning required).
* The jib's compact size barely goes below the bottom of the platform.
* Includes a 2000 lb. full drum capacity self-locking worm gear winch complete with 1/2 x 75' load line with swivel hook and latch and a load chart.

1 Auxiliary Letdown,12v

Auxiliary Let Down for use with Open Center Hydraulics:
* Allows for the descent of the boom (platform) in the most direct manner for a time limited by the duty cycle of the electric motor.
*Includes 12 volt electric motor for use on a 12 volt chassis.
Note: This includes a switch for activation at pedestal for electric or air function.

1 Terex Advanced Chassis Controller

Terex Advanced Chassis Controller:
* Multiplexed system to include: Controller, LCD Screen, Manual and Schematics.
* Standard Options: Diagnostics, Status Screens, Event Log, Hours Meter, Selectable Button Labels,



Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 30-APR-2024

Quote Number: QU32856-TU- V1

Unit: OPTIMA-TC55-NOC

System Alerts and System Test.

* Programmable settings allow installer to customize/select options need for their application.

* Screw terminal-type connections and enclosure to cover connections.

* Recommended on Class 6 and above chassis with multiple outputs

* The PTO hour is standard. The engine hour meter is standard (When available). This is a message we get from the truck Data link. All trucks except Ford give us the Engine hours. So if it's a Ford, we just display PTO hours.

1 50 Gallon Bed Mount Reservoir

Hydraulic Reservoir:

50 gallon hydraulic oil reservoir includes 10 micron replaceable cartridge type return line filter mounted in reservoir with bypass valve incorporated in filter to prevent restricted flow.

* A 100 mesh in screen in filter cap. A 40 mesh screen included in tank outlet and a ball type shut off valve.

* Relief valves to protect the circuit.

1 Subframe included in assembly below

1 Tie Down Kit For Optima Series

Tie Down Kit.

1 Outrigger included in assembly below

1 Outrigger included in assembly below

1 O/R Controls, 2 Sets W/Tool Outlet

Controls For 2-Sets Of Outriggers And Auxiliary Tool Outlets (Open center systems):

* Recessed at rear of truck each side for ease of view for outrigger placement.

* Includes switches and alarm for outrigger in motion alarm.

1 Adjustable Flow Divider

Adjustable flow divider for auxiliary tool outlets below rotation.

1 Outrigger Interlock, 12v, Std (2 Sets Af)

Outrigger Interlock:

* To operate the boom the outriggers must be extended.

1 Pump, Vane, 14 Gpm, Cw, (Auto)



Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 30-APR-2024

Quote Number: QU32856-TU- V1

Unit: OPTIMA-TC55-NOC

Pump for systems requiring 14 gallons per minute:

*Fixed displacement vane pump providing 6 gallons per minute at 700 engine rpm and 12 gallons per minute at 1400 engine rpm with a 95% pto.

1 Usa

American flag displayed on unit.

1 Limited Product Warranty - Standard

Factory Warranty

1 Freightliner M2 106 4x4 chassis per the attached specifications

1 174 Inch Line body and accessories per attached specifications.

1 Outrigger, subframe and boomrest assembly

1 Install Optima Over Rear Axle

Install Aerial Device Over Rear Axle And Install All Associated Components:

* Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements.

1 Hose & Fitting Kit Group 2

Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.

1 Misc Shop Supplies Group 5

1 Platform Rest Bottom Base Group 5

Platform rest, bottom base

1 Pto (Muncie) For Automatic Transmission

Power take off with indicator light for automatic transmission.



Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 30-APR-2024

Quote Number: QU32856-TU- V1

Unit: OPTIMA-TC55-NOC

- 1 **Dot Inspection**
DOT Inspection.
- 1 **Set Chassis Parameters (Req'D)**
Set chassis parameters.
- 1 **Ecco Back-Up Alarm**
Back-up alarm to sound when the vehicle is shifted into reverse.
- 4 **24x24x1 Yellow Poly outrigger pads. 2 Double outrigger pad holders for poly pads. Terex P/N 65369500 and 94691**
- 4 **Rubber Wheel Chock Eye Bolt (Standard)**
Rubber wheel chocks with eye bolt.
- 1 **Grab Handle Set Three Point Contact**
Grab Handle set for three point contact.
- 2 **Mud Flap - Terex Logo (Standard)**
Mud flap with logo.
Note: Trim As-Required.
- 1 **Grounding Loop Kit (One Each)**
Grounding Loop Kit:
* Consists of (2) grounding copper rings located one at front and one at rear.
- 1 **Peterson 7-Lamp Led Kit Fmvss Dot**
Peterson LED 7-lamp DOT Lighting Package:
* Complies with FMVSS 108.
* Includes required lights, junction box and wiring harness.
* Note: Includes lighted License Plate Area
* Note: Includes Clearance Lights if Applicable to application.
- 2 **Kit 4 Amber Led Strobe Light/Guard(Std)**
Amber strobe light (LED) with 4 inch tall and 6 inch diameter lens and branch guard.



Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 30-APR-2024

Quote Number: QU32856-TU- V1

Unit: OPTIMA-TC55-NOC

1 Glad Hand Kit

Glad Hand Kit

*Requires tractor protection valve and air lines to the rear.

1 Voyager Brake Contrller

Voyager Brake Controller.

1 Stop/Start Or Two Speed Rear Of Truck

Remote engine stop/start OR two speed control from rear of vehicle.

1 Pintle Hook 15t

15 ton pintle hook:

* Safety chain eyes.

Pintle hook brackets and attachment methods are designed to meet the associated pintle hook ratings. They are not designed for recovery purposes. If recovery attachments are required, please order the appropriate tow eyes.

1 Icc Rear Bumper

ICC rear bumper.

1 7-Prong Trailer Socket(Combined)Med Dty

7-prong trailer socket.

NOTE: Stop & turn signal lights on combined circuit.

1 Oil Tank Mounting (Req For External)

Oil tank mounting for external reservoirs.

60 Hyd Oil-Red Flomite(Tc Tcx Rmx Dbl Lift)

Fill with Hydraulic oil for low temperature use.

* Refer to the product maintenance manual for specific type to be used.

1 Safety Kit 5# Fire Extinguisher-Abc(Std)

Safety Kit consists of the following:

* 5-lb ABC fire extinguisher with bracket.

* James King triangle reflector kit.

1 Paint Body Floor With Non-Skid Paint



Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 30-APR-2024

Quote Number: QU32856-TU- V1

Unit: OPTIMA-TC55-NOC

Paint body floor with non-skid paint.

1 Paint Compartment Top Non-Skid Paint

Paint compartment top with non-skid paint.

Terex USA, LLC dba Terex Utilities

1. Federal Excise Tax will be added if certificate is not supplied with order.
2. The following items must be considered by the purchaser if not already included: Strobe Light; Wheel Chocks; Outrigger Pads; Outrigger Out of Stow Light; Truck Grounding Kit; Barricade Kit; Boom Stow Interlock; Auxiliary Let Down; Platform Liner; Platform Cover; Two-Speed; Start/Stop Controls; Oil Cooler; PAL; Anti-Two Block (Digger Derricks); Load Display (Digger Derricks) and Load Alert (Aerials).
3. Terex USA, LLC dba Terex Utilities strongly recommends all installation accessories be located up front in front in the quote or secondarily on the approved engineering drawing. Any accessories located or relocated during manufacturing may be subject to additional charges.
4. Terex USA, LLC dba Terex Utilities - Offers In-service Training.
5. Terex USA, LLC dba Terex Utilities - Assembly in Watertown.South Dakota is ISO 9001:2000 Certified.



Ph. 605.882.1400 | Fx: 605.882.0828
201 20th Ave SE | P.O. Box 1655 | Watertown, SD 5720

Follow us!    www.dakotabodies.com

Quotation Number Q TX174LBOHR

To:	Terex Utilities	Date:	5/31/2023
Attn:			
Customer:	Stock		
Spec Number:		Customer Service Rep:	Dave Converse
State:			
Engine Type:	Diesel	Outside Sales:	House
Crane/Unit Model:	OHR55		
Chassis:		Reference:	
Axle Configuration:	DRW (4x2)	Same As:	TX174LBOHR

Dakota Bodies LLC.	Steel	Line	Body
Terex			
174 Inches Long x 46 Inches High x ,94 Inches Wide			
Chassis Cab to Axle (CA) of 120 Inches			
- Bodies with one set of jack legs to have lifting eye and body shipping stands			
- 16 gauge front bulkhead – Ship loose (unless specified)			
- Wheel chock holders are to be installed 1/2" forward and 1/2" rearward of cutout			
- All bulkheads to have pin access cutout/ cover when A-frame jack is ahead or behind bulkhead, x-frame jacks will not get pin access cutout/ cover			

Body Dimensions:

174	Inches - Body Length
46	Inches - Body Height
94	Inches - Body Width
120	Inches - Chassis C/A
46	Inches - Compartment Height
18	Inches - Compartment Depth
58	Inches - Load Space Width
25	Inches - Top of Body to Top of Floor Dimension
25	Inches - Horizontal Compartment Height
N/A	Inches - Wheel Box Height

Body Materials:

16 ga Galvanneal	- Main Body Material	
12 ga 4-Way Treadplate	- Compartment Tops Material	
14 ga Galvanneal	- Wheel Panels Material	
14 ga Galvanneal	- Front Bulkhead Material	Bolt-on/Installed
18 ga Galvanized	- Shelving Material	
Adjustable on Dual Unistrut	- Shelving Mounting Style	
	OPTIONS	
No	- Front Rock Guards Material	
No	- Wheel Well Liners Material	
No	- Bed Area Wall Liners Material	

Other Body Details:

- Two (2) 60" Long Uni-strut Rails welded flush to the rear of the CS compartment sidepack

Door Materials:

Standard, Double Panel	- Door Type	
18 ga Galvanneal	- Inner Door Material	
18 ga Galvanneal	- Outer Door Material	
Stainless Steel Rod & Socket	- Door Hinge Style	
5/16" Stainless Steel	- Door Rod Material	
Chain	- Vertical Door Holder Option	
Chain	- Horizontal Door Holder Option	
Single Point Rotary (Stainless Steel)	- Latch Type	
	Keyed Alike	- Lock Type
	- Wrap Around Striker with Rounded Corners	

Other Door Details:

- Horizontal doors to drop to 45 degrees

Floor and Understructure:

12 ga (.109) 4-Way Treadplate	- Bed Area Floor Material
OHR55	- Unit Cutout in Floor
Stringer	- Body Frame Style
Structural	- Body Frame Material
3 Inch	- Body Frame Height
8" x 8" hydraulic tank reservoir cutouts in floor	- One each side at front
Ship Loose Two (2) outrigger floor patches and One (1) tank stand floor patch	

Cargo Tie Downs: Ship Loose

- Six (6) D - Ring tie downs 4 1/2" dia. mounted in floor of bed area 10-40 ZN .
- Four (4) in the bed area, and two (2) in the tailshelf.

Accessories:

- Rubber Rolled Crown (PN# 30136) (Installed with Wheel Cut-Outs)
- Automotive Bulb Weatherstripping (PN# 30132) (Installed)
- Install Mudflap Brackets to extend 1" outside the sidepacks on both Streetside and Curbside
- Rotating Masterlock

Interior Lighting:

- L.E.D. Rope Lights (PN# 30811) in All body Compartments; (Installed)
- Excludes Top Mounted Boxes and tailshelf compartments

Paint:

- Powdercoat Complete; Interior and Exterior, Taffeta White
- Paint the Complete Bed Area Same as Body

Streetside Compartmentation:**1st Vertical Compartment:**

- 30" Wide x 46" High x 18" Deep Compartment
- Outrigger Cutout with Cover In this Compartment
- Five (5) 1/2" Dia. Locking / Swivel Carriage Bolt Hooks, Adjustable, 1-3-1 Hook Set

2nd Vertical Compartment:

- 30" Wide x 46" High x 18" Deep Compartment
- Two (2) Adjustable Shelves
- Divider Slots on 2" Centers, with Five (5) Adjustable Dividers

3rd Vertical Compartment:

- 30" Wide x 46" High x 18" Deep Compartment
- Two (2) Adjustable Shelves
- Divider Slots on 2" Centers, with Five (5) Adjustable Dividers

Horizontal Compartment:

- 54" Wide x 24" High x 18" Deep Compartment
- Eight (8) Adjustable Dividers installed on Compartment Bottom

Rear Vertical Compartment:

- 30" Wide x 46" High x 18" Deep Compartment
- Five (5) 1/2" Dia. Locking / Swivel Carriage Bolt Hooks, Adjustable, 1-3-1 Hook Set
- Outrigger Cutout with Cover In this Compartment

Streetside Hotstick Shelf:

- 174 Inch Long Shelf Installed on the Streetside with a Rear Dropdown Access Door
- Stainless Steel Automotive Rotary Type Door Latch
- Stud Mounted Latches to Have Hidden Fasteners Inside the Door
- Striker Installed in Door Frame for Maximum Opening
- Stud Mounted Automotive Style Latches Have Interior Plastic Latch Covers
- Automotive Bulb Type Weatherstripping Mechanically Fastened to Door Frame with Rounded Corners

Curbside Compartmentation:**1st Vertical Compartment:**

- 30" Wide x 46" High x 18" Deep Compartment
- Outrigger Cutout with Cover In this Compartment
- Five (5) 1/2" Dia. Locking / Swivel Carriage Bolt Hooks, Adjustable, 1-3-1 Hook Set

Curb Side Access 30" Wide

- Hinged 12 gauge punched access steps to bed area with Chain Storage underneath
- One (1) Small Stainless Steel slam style paddle latch.
- Two (2) Gas assist door openers.
- Removable Back Wall Plate with Two (2) Louvers
- 12 gauge galvalume risers and side kickplates.
- Two (2) grabhandles at the side access of the body (PN# 31226)
- One (1) PN# 31672 Rubber belt type access step under the side access steps. (Bolt On / Ship Loose)
- To have a 1/4" x 4" flat added to bottom of step for mounting step
- Removable Composite tailgate 4" high installed at top of side access
- Includes pins and lanyards

3rd Vertical Compartment:

- 30" Wide x 46" High x 18" Deep Compartment
- Two (2) Adjustable Shelves
- Divider Slots on 2" Centers, with Five (5) Adjustable Dividers

Horizontal Compartment:

- 54" Wide x 24" High x 18" Deep Compartment
- One (1) Adjustable Shelf
- Divider Slots on 2" Centers, with Eight (8) Adjustable Dividers

Rear Vertical Compartment:

- 30" Wide x 46" High x 18" Deep Compartment

- Five (5) 1/2" Dia. Locking / Swivel Carriage Bolt Hooks, Adjustable, 1-3-1 Hook Set
- Outrigger Cutouts with Covers in this Compartment

Tailshelf:

- 12 Ga. treadplate tail shelf 24 inches long X 94 inches wide x 6 inches high.
- Ship Loose Two (2) treadplate floor fillers
- Valve mounting plates below tailshelf
- 4"H x 1/4" lasered plate installed to the floor around the outside perimeter of the tailshelf. Corners notched for drainage

Tailshelf Rear Lighting:

- 94" Wide 7-Lamp light bar installed at rear of tail shelf NO LIGHTS

Wheel Chock Storage:

- Two (2) built into body fender panel on Streetside and Two (2) curbside.
- Include pendulum retainers

Bed Area Step: Bolt-on/Installed

- Bed area step bolted on to 1/2" tapped flats (curbside)
- Painted same as body

Outrigger Pad Holders: Bolt On / Pre-fit / Ship Loose

- Two (2) Double stacked under body mounted outrigger pad holders.
- 25-1/8"W x 9"H x 26"D
- Include pendulum retainers
- Terex PN 615103
- Painted same as body

Grab Handles: Bolt On / Installed

- Two (2) pool type grabhandle for installing on top of tailshelf - Streetside (PN# 30748)
- Painted same as body

Access Steps: Bolt On / Ship Loose

- One (1) Double rung Cable type access step under the tailshelf - Streetside.
- PN# 31671
- Painted same as body

Grounding Coil Bracket: Bolt-on/Ship Loose

- One (1) 20" High Grounding Coil Bracket - Streetside.
- 3/16" HR flat with 3/8" round stock hooks.
- Painted same as body

M2 106 PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK

CUM L9 300 HP @ 2200 RPM; 2200 GOV RPM, 860 LB-FT
@ 1200 RPM

ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH
PTO PROVISION

MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE

23,000# FLAT LEAF SPRING REAR SUSPENSION WITH
HELPER AND RADIUS ROD

MX-14-120HR-EVO 14,000# 1790MM KPI SINGLE FRONT
DRIVE AXLE WITH HR CARRIER

14,600# TAPERLEAF FRONT SUSPENSION

106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
CAB

4825MM (190 INCH) WHEELBASE

NO FIFTH WHEEL

7/16X3-9/16X11-1/8 INCH STEEL FRAME
(11.11MMX282.6MM/0.437X11.13 INCH) 120KSI

2550MM (100 INCH) REAR FRAME OVERHANG

COMMENTS:

Projected delivery on ____ / ____ / ____ provided the order is received before ____ / ____ / ____.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ____ / ____ / ____.

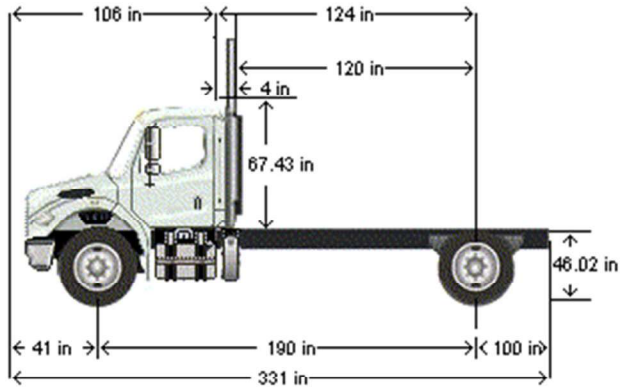
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D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model M2106

Wheelbase (545)..... 4825MM (190 INCH) WHEELBASE

Rear Frame Overhang (552).....2550MM (100 INCH) REAR FRAME OVERHANG

Fifth Wheel (578)NO FIFTH WHEEL

 Mounting Location (577) NO FIFTH WHEEL LOCATION

 Maximum Forward Position (in) 0

 Maximum Rearward Position (in)..... 0

 Amount of Slide Travel (in) 0

 Slide Increment (in)..... 0

 Desired Slide Position (in)..... 0.0

Cab Size (829)106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB

Sleeper (682) NO SLEEPER BOX/SLEEPERCAB

Exhaust System (016).....RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	124.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	119.9
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	4.5
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	4.5
Back of Cab to End of Frame	224.8
Cab Height (CH)	67.4
Wheelbase (WB)	190.0
Frame Overhang (OH)	100.4
Overall Frame Length	329.3
Overall Length (OAL)	331.1
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	46.0

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

Freightliner M2 106 Plus



Components shown may not reflect all spec'd options and are not to scale

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Level				
PRL-28M	M2 PRL-28M (EFF:MY25 ORDERS)			STD
Data Version				
DRL-010	SPECPRO21 DATA RELEASE VER 010			N/C
Vehicle Configuration				
001-172	M2 106 PLUS CONVENTIONAL CHASSIS	5,709	3,450	\$114,401.00
004-225	2025 MODEL YEAR SPECIFIED			STD
002-004	SET BACK AXLE - TRUCK			STD
019-006	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10	\$1,027.00
003-001	LH PRIMARY STEERING LOCATION			STD
General Service				
AA1-003	TRUCK/TRAILER CONFIGURATION			N/C
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)			N/C
99D-010	NO 2008 CARB EMISSION CERTIFICATION			N/C
AF2-998	NO STATE/PROVINCE INITIAL REGISTRATION SELECTED			N/C
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE			N/C
A84-1UT	UTILITY BUSINESS SEGMENT			N/C
AA4-011	FIXED LOAD COMMODITY			N/C
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
995-091	MEDIUM TRUCK WARRANTY			STD
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 14000.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 21000.0 lbs			

Data Code	Description	Weight Front	Weight Rear	Retail Price
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 35000.0 lbs			
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 45000.0 lbs			
Truck Service				
AA3-006	UTILITY BODY			N/C
AF3-1P7	CUSTOM TRUCK AND EQUIPMENT			N/C
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in			
Tractor Service				
AA2-005	FLATBED TRAILER			N/C
AH6-001	SINGLE (1) TRAILER			N/C
Engine				
101-3BN	CUM L9 300 HP @ 2200 RPM; 2200 GOV RPM, 860 LB-FT @ 1200 RPM	640	30	\$11,662.00
Electronic Parameters				
79A-070	70 MPH ROAD SPEED LIMIT			N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
79K-006	PTO MODE ENGINE RPM LIMIT - 1000 RPM			N/C
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED			N/C
79P-005	PTO RPM WITH CRUISE SET SWITCH - 1000 RPM			N/C
79Q-005	PTO RPM WITH CRUISE RESUME SWITCH - 1000 RPM			N/C
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH			N/C
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND			N/C
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY			N/C
79W-001	ONE REMOTE PTO SPEED			N/C
79X-001	PTO SPEED 1 SETTING - 700 RPM			N/C
80G-002	PTO MINIMUM RPM - 700			N/C
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH			N/C
80S-001	PTO 1, DASH SWITCH, STATIONARY OPERATION			N/C
Engine Equipment				
99C-021	2010 EPA/CARB/GHG21 CONFIGURATION			N/C
13E-005	OIL PAN FOR AWD AND AWD CONVERSIONS			\$1,822.00

Data Code	Description	Weight Front	Weight Rear	Retail Price
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER			STD
124-1DJ	DR 12V 160 AMP 36-SI BRUSHLESS QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	10		\$151.00
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10		\$13.00
290-017	BATTERY BOX FRAME MOUNTED			STD
281-001	STANDARD BATTERY JUMPERS			STD
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB			STD
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-001	NON-POLISHED BATTERY BOX COVER			STD
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	2		\$206.00
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2		\$88.00
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS			STD
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			STD
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR			STD
131-013	AIR COMPRESSOR DISCHARGE LINE			STD
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20		STD
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25	\$823.00
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER			STD
239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT			(\$4.00)
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			N/C
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK			STD
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			STD

Data Code	Description	Weight Front	Weight Rear	Retail Price
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD			\$48.00
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH			STD
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD
110-003	CUMMINS SPIN ON FUEL FILTER			STD
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER			N/C
266-101	900 SQUARE INCH ALUMINUM RADIATOR	15		N/C
103-036	ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE- CHARGED SCA HEAVY DUTY COOLANT			\$18.00
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
270-016	RADIATOR DRAIN VALVE			STD
168-002	LOWER RADIATOR GUARD			STD
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4		\$92.00
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			\$6.00
134-001	ALUMINUM FLYWHEEL HOUSING			STD
132-004	ELECTRIC GRID AIR INTAKE WARMER			STD
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH			N/C

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60	\$6,785.00
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV			N/C
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			N/C
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C

Data Code	Description	Weight Front	Weight Rear	Retail Price
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED			STD
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES			STD
353-074	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH BLUNTCUTS			\$125.00
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR			\$125.00
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO			N/C
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON			N/C
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			\$254.00
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			N/C
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK			STD
* 375-008	MERITOR MTC-4210 AND MTC-4213 TRANSFER CASE OIL COOLER WITH PDI INSTALLED COOLER FAN			\$972.00
346-013	TRANSMISSION OIL CHECK AND FILL WITH CROSSOVER TO CLEAR LH PTO AND DIRECT MOUNT PUMP			\$63.00

	Data Code	Description	Weight Front	Weight Rear	Retail Price
N	373-047	MERITOR MTC 4210XL-EC 2-SPEED TRANSFER CASE	375	375	\$10,945.00
	376-008	TRANSFER CASE SHIFT CONTROLS IN DASH			N/C
	35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			STD

Front Axle and Equipment

N	400-106	MX-14-120HR-EVO 14,000# 1790MM KPI SINGLE FRONT DRIVE AXLE WITH HR CARRIER	900		\$19,050.00
	398-557	5.57 FRONT AXLE RATIO			N/C
	389-079	MXL 16T MERITOR EXTENDED LUBE FRONT STEERING AXLE DRIVELINE WITH HALF ROUND YOKES			N/C
	402-087	MERITOR 16.5X5 Q+ MX DRIVE AXLE CAST SPIDER HEAVY DUTY CAM FRONT BRAKES			N/C
	403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
	419-015	MERITOR CAST IRON FRONT BRAKE DRUMS			N/C
	427-001	FRONT BRAKE DUST SHIELDS			N/C
	409-006	FRONT OIL SEALS			STD
	416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
	405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			STD
	536-012	TRW TAS-85 POWER STEERING	40		N/C
	539-003	POWER STEERING PUMP			STD
	534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR			STD
	40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE			\$17.00

Front Suspension

	620-010	14,600# TAPERLEAF FRONT SUSPENSION	170		\$524.00
	619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION			STD
	410-001	FRONT SHOCK ABSORBERS			STD

Rear Axle and Equipment

	420-1N0	MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE		10	\$234.00
	421-557	5.57 REAR AXLE RATIO			N/C
	424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
	386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES			\$141.00
	382-073	MXL 17T MERITOR EXTENDED LUBE INTERTRANSMISSION DRIVELINE WITH HALF ROUND YOKES			\$696.00

Data Code	Description	Weight Front	Weight Rear	Retail Price
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20	\$734.00
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE			N/C
87B-015	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE <5 MPH, DISENGAGE >25 MPH			N/C
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			STD
433-002	NON-ASBESTOS REAR BRAKE LINING			STD
434-012	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)			N/C
451-023	CONMET CAST IRON REAR BRAKE DRUMS			\$43.00
425-002	REAR BRAKE DUST SHIELDS		5	\$65.00
440-006	REAR OIL SEALS			STD
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS			STD
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS			STD
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE			STD

Rear Suspension

622-003	23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		120	(\$1,145.00)
621-002	SPRING SUSPENSION - 1.00" AXLE SPACER			\$65.00
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP			N/C
623-005	FORE/AFT CONTROL RODS			N/C

Pusher / Tag Equipment

429-998	NO PUSHER/TAG BRAKE DUST SHIELDS			STD
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Brake System

018-002	AIR BRAKE PACKAGE			STD
490-100	WABCO 4S/4M ABS			(\$166.00)
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
904-001	FIBER BRAID PARKING BRAKE HOSE			STD
412-001	STANDARD BRAKE SYSTEM VALVES			STD
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			STD
413-002	STD U.S. FRONT BRAKE VALVE			STD
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD

Data Code	Description	Weight Front	Weight Rear	Retail Price
480-086	BW AD-9SI BRAKE LINE AIR DRYER WITH HEATER			\$2.00
479-015	AIR DRYER FRAME MOUNTED			STD
* 460-1AM	STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL; CUSTOMER ACCEPTS TANKS MOUNTED IN REAR OVERHANG/REAR SUSPENSION			\$23.00
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)			\$3.00
Trailer Connections				
481-998	NO TRAILER AIR HOSE			STD
476-998	NO AIR HOSE HANGER			STD
914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS			N/C
296-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE			\$59.00
50V-002	PDI INSTALLED ELECTRIC BRAKE CONTROLLER			\$432.00
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME			N/C
310-998	NO TRAILER ELECTRICAL CABLE			STD
Wheelbase & Frame				
545-482	4825MM (190 INCH) WHEELBASE			N/C
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	160	280	\$1,161.00
552-063	2550MM (100 INCH) REAR FRAME OVERHANG			N/C
55W-009	FRAME OVERHANG RANGE: 91 INCH TO 100 INCH	-50	210	N/C
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 124.41 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 119.91 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 329.34 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 89.69 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 91.79 in			N/C
553-001	SQUARE END OF FRAME			STD
550-001	FRONT CLOSING CROSSMEMBER			STD
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			STD
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION			STD
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
572-001	STANDARD REARMOST CROSSMEMBER			STD

Data Code	Description	Weight Front	Weight Rear	Retail Price
565-001	STANDARD SUSPENSION CROSSMEMBER			STD
Chassis Equipment				
556-1AR	THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS	30		\$370.00
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15		\$74.00
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			N/C
585-998	NO MUDFLAP BRACKETS			STD
590-998	NO REAR MUDFLAPS			STD
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS			STD
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD
44Z-002	EXTERIOR HARNESES WRAPPED IN ABRASION TAPE			STD
* 606-387	DRILLING PREP FOR ONE SOURCE PER DRAWING 4047_TC55_TL60, REVISION A, 05/03/2019			\$104.00
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD			\$218.00
Fifth Wheel				
578-998	NO FIFTH WHEEL			STD
Fuel Tanks				
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20		\$348.00
218-005	RECTANGULAR FUEL TANK(S)			STD
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-007	FUEL TANK(S) FORWARD			STD
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"	-5		\$59.00
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
Tires				
093-1VM	MICHELIN X LINE ENERGY Z 315/80R22.5 20 PLY RADIAL FRONT TIRES	50		\$286.00

Data Code	Description	Weight Front	Weight Rear	Retail Price
094-2EU	HANKOOK DH06 11R22.5 14 PLY RADIAL REAR TIRES		64	(\$824.00)
Hubs				
418-015	MERITOR IRON FRONT HUBS			N/C
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS			STD
Wheels				
502-356	ALCOA ULTRA ONE 89U64X 22.5X9.00 10-HUB PILOT 5.99 INSET ALUMINUM FRONT WHEELS	-28		\$482.00
505-752	MAXION WHEELS 91541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS			STD
524-001	POLISHED FRONT WHEELS; OUTSIDE ONLY			\$28.00
496-011	FRONT WHEEL MOUNTING NUTS			STD
497-011	REAR WHEEL MOUNTING NUTS			STD
498-009	WHEEL STUDS FOR CUSTOMER INSTALLED HUB PILOTED DUALED ALUMINUM WHEELS, ALL			\$9.00
Cab Exterior				
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			STD
650-008	AIR CAB MOUNTING			\$97.00
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			\$36.00
754-008	2-1/2 INCH FENDER EXTENSIONS	10		\$275.00
678-001	LH AND RH GRAB HANDLES			STD
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE			\$159.00
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE			\$43.00
644-004	FIBERGLASS HOOD			STD
690-998	NO NOISE SHIELD-ENG COMPARTMENT			(\$32.00)
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4		\$82.00
726-002	DUAL ELECTRIC HORNS			\$10.00
728-001	SINGLE HORN SHIELD			N/C
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			STD
312-079	INTEGRAL HEADLIGHTS WITH CHROME BEZELS; NON-COMPLIANT WITH FMVSS 108 HEADLIGHT HEIGHT REQUIREMENT			N/C
302-047	LED AERODYNAMIC MARKER LIGHTS			STD
311-001	DAYTIME RUNNING LIGHTS			STD
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS			STD
300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD

Data Code	Description	Weight Front	Weight Rear	Retail Price
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE			\$133.00
797-001	DOOR MOUNTED MIRRORS			STD
796-001	102 INCH EQUIPMENT WIDTH			STD
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS			N/C
729-001	STANDARD SIDE/REAR REFLECTORS			STD
768-043	63X14 INCH TINTED REAR WINDOW			STD
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS			STD
654-011	RH AND LH ELECTRIC POWERED WINDOWS			STD
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD			STD
659-020	2 GALLON WINDSHIELD WASHER RESERVOIR WITH FLUID LEVEL INDICATOR, FRAME MOUNTED			N/C

Cab Interior

055-019	RUGGED TRIM PACKAGE			N/C
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"			N/C
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)			\$100.00
706-013	MOLDED PLASTIC DOOR PANEL			STD
708-013	MOLDED PLASTIC DOOR PANEL			STD
772-006	BLACK MATS WITH SINGLE INSULATION			STD
785-034	ASH CUP AND (1)LIGHTER, (1)12V POWER OUTLET, (1)DASH MTD DUAL USB-C OUTLET			\$82.00
691-001	FORWARD ROOF MOUNTED CONSOLE			STD
696-012	CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20		\$26.00
693-035	LH AND RH KICKPLATES			\$131.00
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY			STD
742-007	(2) CUP HOLDERS LH AND RH DASH			STD
680-029	M2/SD DASH			STD
700-002	HEATER, DEFROSTER AND AIR CONDITIONER			STD
701-001	STANDARD HVAC DUCTING			STD
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
170-015	STANDARD HEATER PLUMBING			STD
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR			STD
702-002	BINARY CONTROL, R-134A			STD
739-033	STANDARD INSULATION			STD

Data Code	Description	Weight Front	Weight Rear	Retail Price
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES			STD
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
324-1B3	STANDARD LED CAB LIGHTING			STD
787-004	REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS			STD
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
78G-002	KEY QUANTITY OF 2			STD
655-005	LH AND RH ELECTRIC DOOR LOCKS			STD
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30		\$167.00
760-335	BASIC ISRI HIGH BACK NON SUSPENSION PASSENGER SEAT			STD
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4		\$67.00
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
758-022	BLACK MORDURA CLOTH DRIVER SEAT COVER			\$21.00
761-023	BLACK MORDURA CLOTH PASSENGER SEAT COVER			\$22.00
763-102	HIGH VISIBILITY ORANGE SEAT BELTS			\$26.00
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN			STD
540-070	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS			\$124.00
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD

Instruments & Controls

106-002	ELECTRONIC ACCELERATOR CONTROL			STD
734-023	CONFIGURABLE LOWER PANEL WITH INTEGRATED UPPER STORAGE			(\$4.00)
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK			N/C
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS			\$1.00
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			STD
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE			STD
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS			\$25.00
721-001	97 DB BACKUP ALARM		3	\$44.00

Data Code	Description	Weight Front	Weight Rear	Retail Price
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES			STD
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
157-007	MANUAL REMOTE ENGINE STOP/START WITH PTO RE-ENGAGE			\$81.00
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY			STD
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY			STD
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE			\$134.00
48H-004	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH BLUNTCUTS			\$96.00
4C0-998	NO ADDITIONAL EXTRA SWITCH ACCUATORS			STD
* 4CG-006	6 EXTRA PROGRAMMABLE SWITCHES/INDICATORS			\$62.00
	\$C1B0071ZZ,C2A0235ZZ,C1C0141ZZ,C1D0132ZZ ,B5L5010ZZ,B5K5009ZZ			
48C-004	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH BLUNTCUTS			\$46.00
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR			N/C
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			\$30.00
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER			STD
830-006	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY AND HOBBS PTO OPERATION HOUR METER	2		\$52.00
33A-804	PROVISIONS FOR BODY BUILDER WIRED BOOM OUT OF STOW WARNING SYSTEM PILOT LIGHT AND INSTRUMENT CLUSTER BUZZER			\$12.00
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE			\$40.00
736-998	NO OBSTACLE DETECTION SYSTEM			(\$4,324.00)
72J-998	NO DR ASSIST SYSTEM			(\$32.00)
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL			(\$1,134.00)
73B-998	NO LANE DEPARTURE WARNING SYSTEM			(\$1,080.00)

Data Code	Description	Weight Front	Weight Rear	Retail Price
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
35M-011	QUICKFIT PROGRAMMABLE INTERFACE MODULE + (4) 20 AMP FUSED RELAYS	10		\$173.00
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939			STD
747-001	DASH MOUNTED RADIO			STD
750-002	(2) RADIO SPEAKERS IN CAB			STD
753-998	NO AM/FM RADIO ANTENNA			(\$47.00)
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD			\$18.00
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION			\$55.00
752-017	MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM			\$194.00
74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS			STD
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
817-001	STANDARD VEHICLE SPEED SENSOR			STD
812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
813-1C8	DETROIT CONNECT PLATFORM HARDWARE			STD
8D1-303	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT			STD
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL			STD
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP			STD
4E1-004	8 SWITCH SLOTS, DRIVER OVERHEAD CONSOLE			\$52.00
81Y-006	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS AND SERVICE BRAKES			\$14.00
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN			(\$23.00)
482-001	BW TRACTOR PROTECTION VALVE			N/C
883-001	TRAILER HAND CONTROL BRAKE VALVE			N/C
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS			N/C

Data Code	Description	Weight Front	Weight Rear	Retail Price
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			N/C
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT			STD
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY			STD

Design

065-000	PAINT: ONE SOLID COLOR			STD
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Color

980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY			STD
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
969-998	NO CAB/BODY EXTERIOR DECALS			STD
963-003	STANDARD E COAT/UNDERCOATING			STD

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			STD
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Secondary Factory Options

*	998-033	CORPORATE PDI CENTER IN-SERVICE AND OPTION INSTALLATION/MODIFICATION		N/C
		50V-002 INSTALL ELECTRIC BRAKE CONTROLLE R AND FAN AND SHROUD 375-008 FOR TRANSFER CASE		

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Adjusted List Price

Adjusted List Price ** \$168,768.00

Weight Summary

Weight Front	Weight Rear	Total Weight
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Factory Weight ⁺	8409 lbs	4662 lbs	13071 lbs
Total Weight ⁺	8409 lbs	4662 lbs	13071 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

PNV-998	NO CARB24 PRICING IMPACT	N/C
RD1-303	3 YRS DAIMLER CONNECTIVITY BASE PKG (VARY BY MODEL) POWERED BY DETRIOT CONNECT	STD
RAC-42N	M2/SD PLUS ESCALATOR	\$750.00
RAG-020	CUMMINS TARIFF CHARGE - \$205	\$205.00
RAU-025	MY25 ESCALATOR	\$1,500.00
RFY-022	FRONT TIRE SURCHARGE	\$130.00
RFU-022	REAR TIRE SURCHARGE	\$80.00
P73-2FT	STANDARD DESTINATION CHARGE	\$3,375.00

Extended Warranty

WAG-073	TOWING: 6 MONTHS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$750 CAP FEX APPLIES	\$115.00
	Currency Exchange Rate	1.0000
	Total Extended Warranty (Local Currency)	\$115.00

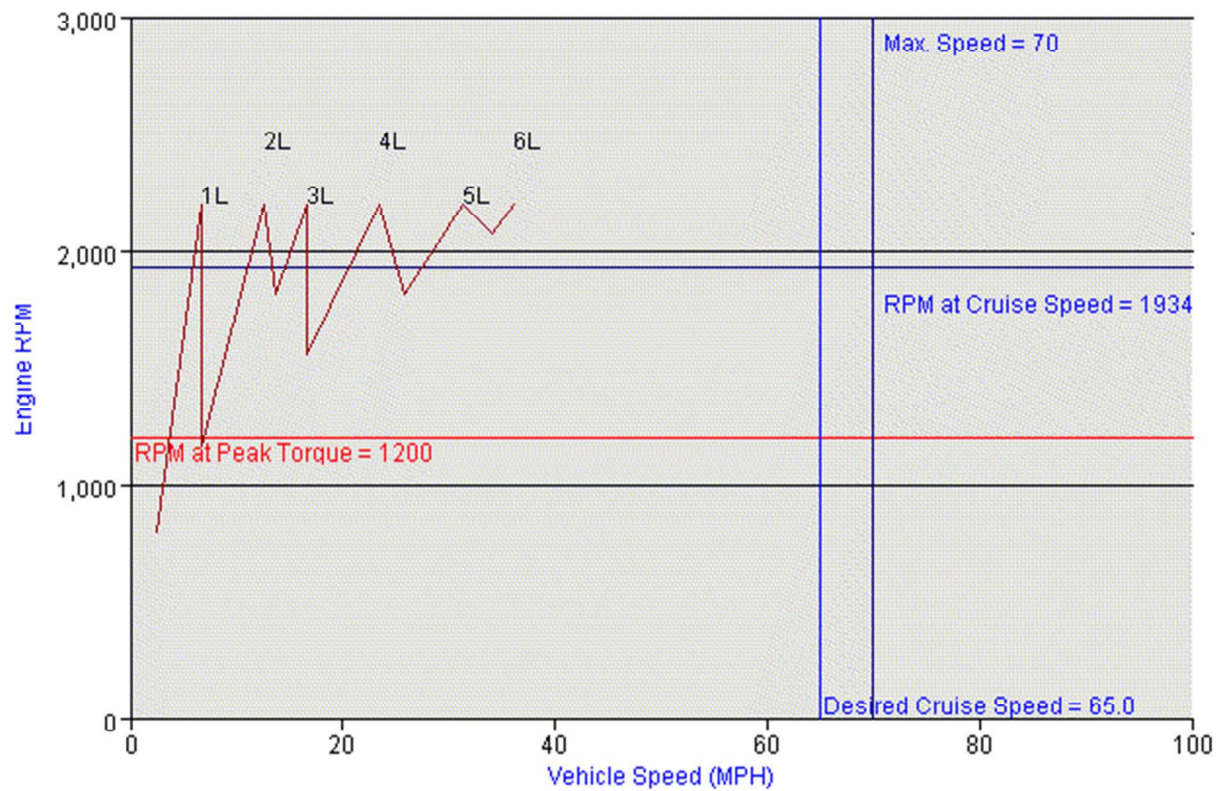
(+) Weights shown are estimates only.

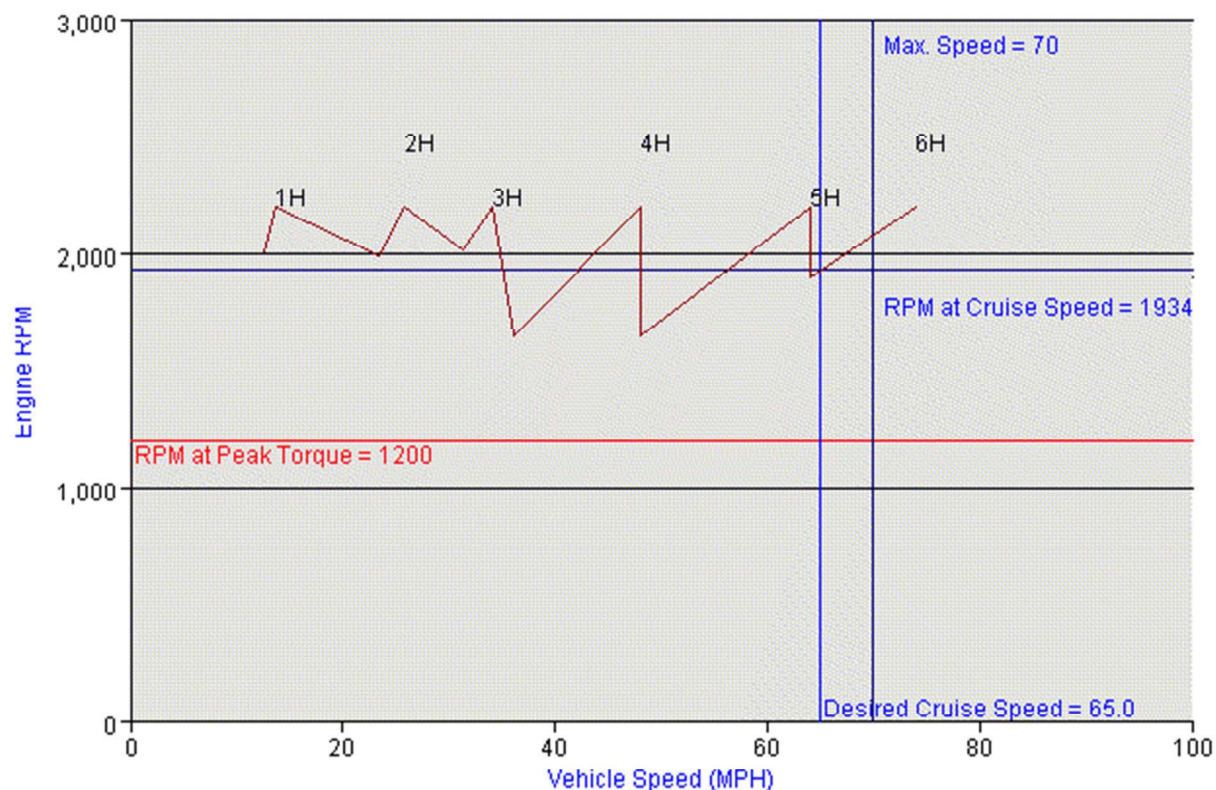
If weight is critical, contact Customer Application Engineering.

(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

SHIFT CHART





VEHICLE SPECIFICATIONS SUMMARY - SHIFT CHART

Model M2106
 Cab Size (829) 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
 Desired Cruise Speed (mph) 65.0
 Engine (101) CUM L9 300 HP @ 2200 RPM; 2200 GOV RPM, 860 LB-FT @ 1200 RPM
 RPM at Peak Torque 1200
 Governed RPM 2200
 Transmission (342) ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
 Gear Ratio: LL N/A
 Gear Ratio: L N/A

Gear Ratio: 1.....	3.49
Gear Ratio: 2.....	1.86
Gear Ratio: 3.....	1.41
Gear Ratio: 4.....	1
Gear Ratio: 5.....	0.75
Gear Ratio: 6.....	0.65
Gear Ratio: 7.....	N/A
Gear Ratio: 8.....	N/A
Gear Ratio: 9.....	N/A
Gear Ratio: 10.....	N/A
Gear Ratio: 11.....	N/A
Gear Ratio: 12.....	N/A
Gear Ratio: 13.....	N/A
Gear Ratio: 14.....	N/A
Gear Ratio: 15.....	N/A
Gear Ratio: 16.....	N/A
Gear Ratio: 17.....	N/A
Gear Ratio: 18.....	N/A
Auxiliary Transmission (352).....	NO AUXILIARY TRANSMISSION
Low Gear Ratio.....	N/A
High Gear Ratio.....	N/A
Transfer Case (373).....	MERITOR MTC 4210XL-EC 2-SPEED TRANSFER CASE
Low Gear Ratio.....	2.05
High Gear Ratio.....	1
Rear Axle (420).....	MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE
Number of Speeds.....	1
Rear Axle Gear Ratio(s).....	5.57 REAR AXLE RATIO
Rear Tires (094).....	HANKOOK DH06 11R22.5 14 PLY RADIAL REAR TIRES
Revolutions per Mile.....	493

TABLE SUMMARY - SHIFT CHART

Transmissio Gear	Transmissio Gear Ratio	Rear Axle Ratio	Transfer Case Ratio	Overall Gear Ratio	Percent Split	RPM After Shift	MPH at Peak	MPH at Governed
1H	3.49	5.57	1.00	19.44	N/A	2014	7.5	13.8
2H	1.86	5.57	1.00	10.36	87.6	1996	14.1	25.8
3H	1.41	5.57	1.00	7.85	31.9	2018	18.6	34.1
4H	1.00	5.57	1.00	5.57	41.0	1651	26.2	48.1
5H	0.75	5.57	1.00	4.18	33.3	1650	35.0	64.1
6H	0.65	5.57	1.00	3.62	15.4	1907	40.3	74.0

Transmissio Gear	Transmissio Gear Ratio	Rear Axle Ratio	Transfer Case Ratio	Overall Gear Ratio	Percent Split	RPM After Shift	MPH at Peak	MPH at Governed
1L	3.49	5.57	2.05	39.85	N/A	800	3.7	6.7
2L	1.86	5.57	2.05	21.24	87.6	1172	6.9	12.6
3L	1.41	5.57	2.05	16.10	31.9	1822	9.1	16.6
4L	1.00	5.57	2.05	11.42	41.0	1560	12.8	23.4
5L	0.75	5.57	2.05	8.56	33.3	1819	17.1	31.3
6L	0.65	5.57	2.05	7.42	15.4	2079	19.7	36.1

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

G V W R

VEHICLE SPECIFICATIONS SUMMARY - GVWR

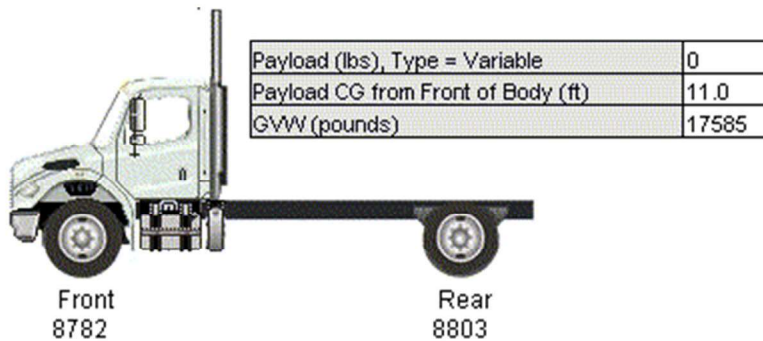
Model	M2106
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs)	14000.0
Expected Pusher Axle(s) Load (lbs)	0.0
Expected Rear Axle(s) Load (lbs)	21000.0
Expected Tag Axle(s) Load (lbs)	0.0
Expected GVW (lbs)	35000
Expected GCW (lbs)	45000.0
Front Axle (400)	MX-14-120HR-EVO 14,000# 1790MM KPI SINGLE FRONT DRIVE AXLE WITH HR CARRIER
Front Suspension (620)	14,600# TAPERLEAF FRONT SUSPENSION
Front Hubs (418)	MERITOR IRON FRONT HUBS
Front Disc Wheels (502)	ALCOA ULTRA ONE 89U64X 22.5X9.00 10-HUB PILOT 5.99 INSET ALUMINUM FRONT WHEELS
Front Tires (093)	MICHELIN X LINE ENERGY Z 315/80R22.5 20 PLY RADIAL FRONT TIRES
Front Brakes (402)	MERITOR 16.5X5 Q+ MX DRIVE AXLE CAST SPIDER HEAVY DUTY CAM FRONT BRAKES
Steering Gear (536)	TRW TAS-85 POWER STEERING
Rear Axle (420)	MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE
Rear Suspension (622)	23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD
Rear Hubs (450)	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Rear Disc Wheels (505)	MAXION WHEELS 91541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS
Rear Tires (094)	HANKOOK DH06 11R22.5 14 PLY RADIAL REAR TIRES
Rear Brakes (423)	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Pusher / Tag Axle (443)	NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626)	NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449)	NO PUSHER OR TAG HUBS
Dead/Pusher/Tag Disc Wheels (509)	NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095)	NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456)	NO PUSHER/TAG BRAKES

TABLE SUMMARY - GVWR

	Front	Rear
Axle Component Weight Ratings		
Axles	14000	21000
Suspension	14600	23000
Hubs	14000	26000
Brakes	14700	22000
Wheels	20000	29600
Tires	18180	23360
Power Steering	18000	N/A
GAWR (per axle)	14000	21000
GAWR (per axle system)	14000	21000
Expected Load (per axle system)	14000	21000
GVWR due to Frame	90000	
GVWR due to Transmission	80000	
Vehicle GVWR Summary		
Calculated GVWR	35000	
Expected GVWR	35000	
All weights displayed in pounds		

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

TRUCK WEIGHT



VEHICLE SPECIFICATIONS SUMMARY - TRUCK WEIGHT

Model	M2106
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs)	14000.0
Expected Pusher Axle(s) Load (lbs)	0.0
Expected Rear Axle(s) Load (lbs)	21000.0
Expected Tag Axle(s) Load (lbs)	0.0
Expected GVW (lbs)	35000
Expected GCW (lbs)	45000.0
Wheelbase (545)	4825MM (190 INCH) WHEELBASE
Pusher / Tag Axle (443)	NO PUSHER OR TAG AXLE
Front Axle to Back of Cab (in)	65.551
Cab to Body Clearance (in)	3.0
Front Axle to Body (in)	70.051
Truck Configuration (AA3)	UTILITY BODY
Body Length (ft)	22.0
Body Weight (lbs)	3600.0
Body Horiz CG from Body Front (ft)	11.0
Body Front to Rear Axle(s) CL (ft)	9.99
Driver Weight (lbs)	500.0

Driver Horizontal CG from Front Axle (in) 46.302
 Left-Hand Primary Fuel/Hydraulic Tank (204) 50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH
 Left Fuel Tank Horizontal CG (in) 84.2915
 Right-Hand Primary Fuel/Hydraulic Tank (206) NO RH FUEL TANK
 Right Fuel Tank Horizontal CG (in) 0

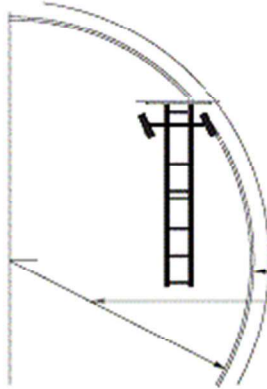
TABLE SUMMARY - TRUCK WEIGHT

Item	Front(s)	Rear(s)	Total
Chassis Tare	8409	4662	13071
Fuel / Oil	224	190	414
Driver	378	122	500
Dealer Installed Options	0	0	0
Accessories Total	0	0	0
Body Tare	-229	3829	3600
Truck Tare Weight	8782	8803	17585
Payload Total	0	0	0
Calculated Axle Loads	8782	8803	17585
Expected Axle Loads / GVW	14000	21000	45000
GAWR / GVWR	14000	21000	35000
Payload CG From Front of Body		11 feet	
Payload CG From Front Axle		16.8 feet	
Payload Distribution		Variable	
All weights displayed in pounds			

Item	Front(s)	Rear(s)	Total
Chassis Tare	8409	4662	13071
Fuel / Oil	224	190	414
Driver	378	122	500
Dealer Installed Options	0	0	0
Accessories Total	0	0	0
Body Tare	-229	3829	3600
Truck Tare Weight	8782	8803	17585
Payload Total	0	0	0
Calculated Axle Loads	8782	8803	17585
Expected Axle Loads / GVW	14000	21000	45000
GAWR / GVWR	14000	21000	35000
Payload CG From Front of Body		11 feet	
Payload CG From Front Axle		16.8 feet	
Payload Distribution		Variable	
All weights displayed in pounds			

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

TURNING RADIUS



Turning radius graphic and data provided strictly for comparisons between model configurations. Weather, road surfaces, and tire treads affect the results. It is strongly suggested that actual vehicles be measured before constructing any roads/driveways using this information. For specific figures regarding your configuration, please contact your CAE representative.

	Dimensions	Tolerance
Wall to Wall Diameter (ft)	62.2	+/- 3.0
Curb to Curb Diameter (ft)	60.7	+/- 3.0
Turning Radius (ft)	29.8	+/- 1.5

VEHICLE SPECIFICATIONS SUMMARY - TURNING RADIUS

Model M2106
 Cab Size (829) 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
 Wheelbase (545) 4825MM (190 INCH) WHEELBASE
 Front Tires (093) MICHELIN X LINE ENERGY Z 315/80R22.5 20 PLY RADIAL FRONT TIRES
 Width (in) 12.4
 Front Axle (400) MX-14-120HR-EVO 14,000# 1790MM KPI SINGLE FRONT DRIVE AXLE WITH HR CARRIER
 Kingpin Intersection (in) 69
 Bumper (556) THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS
 Width (in) 93.5
 Bumper Miter to Front Axle (in) 21.458
 Primary Steering Location (003) LH PRIMARY STEERING LOCATION
 Steering Gear (536) TRW TAS-85 POWER STEERING
 Dual Steering Gear NONE
 Ram NONE
 Rear Axle (420) MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE
 Axle Spacing (624) NO AXLE SPACING

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

F R A M E R B M

VEHICLE SPECIFICATIONS SUMMARY - FRAME RBM

Wheelbase (545)..... 4825MM (190 INCH) WHEELBASE
 Frame Rails (546)7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI(546)
 Yield Strength (psi) 120000
 Section Modulus (per rail) (cu in)..... 21.6
 RBM (per rail) (lbf-in) 2592000
 Inner Frame Reinforcement (547)..... NO INNER FRAME REINFORCEMENT
 Outer Frame Reinforcement (548)..... NO OUTER FRAME REINFORCEMENT

TABLE SUMMARY - FRAME RBM

Item	Description / Value
Wheelbase	4825MM (190 INCH) WHEELBASE
Frame	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
Inner Frame Reinforcement	NO INNER FRAME REINFORCEMENT
Outer Frame Reinforcement	NO OUTER FRAME REINFORCEMENT
Yield Strength (psi)	120000
Section Modulus - per rail (cu. in.)	21.60
Frame RBM - per rail (lbf-in)	2592000

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

F R A M E S I D E S P A C E

VEHICLE SPECIFICATIONS SUMMARY - FRAME SIDE SPACE

Model	M2106
Wheelbase (545).....	4825MM (190 INCH) WHEELBASE
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016).....	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE
Frame Side Space LH (in)	89.6946299
Frame Side Space RH (in).....	91.7896299
Battery Box (290)	BATTERY BOX FRAME MOUNTED
Left-Hand Primary Fuel/Hydraulic Tank (204)	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH
Left-Hand Auxiliary Fuel Tank(200)	NO LH AUXILIARY FUEL TANK
Right-Hand Primary Fuel/Hydraulic Tank (206).....	NO RH FUEL TANK
Right-Hand Auxiliary Fuel Tank(201).....	NO RH AUXILIARY FUEL TANK
Diesel Exhaust Fluid Tank(23U)	6 GALLON DIESEL EXHAUST FLUID TANK
Rear Fenders(583).....	NO REAR QUARTER FENDERS
Hydraulic Tank (203).....	NO HYDRAULIC OIL TANK

TABLE SUMMARY - FRAME SIDE SPACE

Dimensions (Left Side)	Inches
Max CP - Maximum value of all Cab Protrusions	4.5
Bumper to chassis zero dimension	3.3
First front axle to chassis zero dimension	37.4
Bumper to Centerline of Front Axle (BA)	40.7
Wheelbase (WB)	190.0
Frame Overhang (OH)	100.4
Overall Length (OAL)	331.1
Length of Front Tire Unladen Radius (UR)	21.1
Length of Rear Tire Unladen Radius (UR)	21.1
Length Rear Axle Spacing factor	0.0
Pusher Axle Spacing	0.0
Length of Pusher Tire Unladen Radius (UR)	0.0
Frame Space Left Side	89.7
Side Step Left Side	0.0
Exhaust Left Side	0.0
Urea Tank Left Side	5.9
Battery Box Left Side	0.0
Fuel Tank Left Side	30.0
Hydraulic Tank Left Side	0.0
Aux1 Tank Left Side	0.0
Aux2 Tank Left Side	0.0
StoreBox1 Tank Left Side	0.0
StoreBox2 Tank Left Side	0.0
Frame Step Left Side	0.0
Fender Left Side	0.0
Other1 Left Side	0.0
Other2 Left Side	0.0
Adj Left Side	0.0

Dimensions (Right Side)	Inches
Max CP - Maximum value of all Cab Protrusions	4.5
Bumper to chassis zero dimension	3.3
First front axle to chassis zero dimension	37.4
Bumper to Centerline of Front Axle (BA)	40.7
Wheelbase (WB)	190.0
Frame Overhang (OH)	100.4
Overall Length (OAL)	331.1
Length of Front Tire Unladen Radius (UR)	21.1
Length of Rear Tire Unladen Radius (UR)	21.1
Length Rear Axle Spacing factor	0.0
Pusher Axle Spacing	0.0
Length of Pusher Tire Unladen Radius (UR)	0.0
Frame Space Right Side	91.8
Side Step Right Side	0.0
Exhaust Right Side	37.6
Urea Tank Right Side	0.0
Battery Box Right Side	0.0
Fuel Tank Right Side	0.0
Hydraulic Tank Right Side	0.0
Aux1 Tank Right Side	0.0
Aux2 Tank Right Side	0.0
StoreBox1 Tank Right Side	0.0
StoreBox2 Tank Right Side	0.0
Frame Step Right Side	0.0
Fender Right Side	0.0
Other1 Right Side	0.0
Other2 Right Side	0.0
Adj Right Side	0.0

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

REPORT TO: SUA

MEETING DATE: NOV. 6, 2023

Agenda Item:	SUA-23-58
Background / Issue:	Electric Distribution has three vehicles that have reached the end of their service life and are due to be replaced in FY24. Unit # 207 - 2013 – International Double Elevator 90’ Transmission Bucket Truck - Necessary to install, remove and replace electrical equipment and utility poles. Unit # 208 - 2002 – International 60’ Distribution Bucket Truck - Necessary to install, remove and replace electrical equipment and utility poles. Unit # 226 - 2001 – International 60’ Distribution Bucket Truck - Necessary to install, remove and replace electrical equipment and utility poles.
Proposal/Solution:	Bid solicitations were prepared and advertised in accordance with the City’s purchasing policy. Two bids were received and opened on October 11, 2023 and are tabulated and attached to this report. Staff have not had a favorable experience with the low bidder in the past, and their estimated delivery for two of the units is sometime in 2029. This is unacceptable as the trucks are needed sooner than 2029.
Financial Impact/Funding Source(s):	Funds are available in the RSF.
Related Strategic Priority:	#1: Effective Services & Accountable Government
Recommended Action/Motion:	Motion to award the bid to the lowest responsible bidder, Terex, in the amount of \$1,255,829.20; approve budget amendment appropriating expenditures up to \$1,381.414, including contingency; and authorize the Interim City Manager to sign related documents.
Prepared By:	Loren Smith, Electric Utility Director
Reviewed by:	Patti Osmus, Assistant to City Manager
Submitted By:	Brady Moore, Interim General Manager
Attachment(s):	Budget Amendment

REPORT TO: STILLWATER UTILITIES AUTHORITY**MEETING DATE: JUNE 17, 2024**

Agenda Item:	2.f. SUA-24-32
Previous/Related Action:	CC-21-171 ROW occupancy agreement with Blue Peak Broadband
Background/Issue:	On September 13, 2021, Council approved a ROW occupancy agreement with Blue Peak Broadband. As BluePeak moves forward with their broadband project, they will be placing fiber optic cable on City utility poles. A Pole Attachment Licensing Agreement is needed.
Proposal/Solution:	Authorize and execute Blue Peak Pole Attachment Licensing Agreement #16 and #22. Please note that the agreement #'s may be out of sequence. This is due to required corrections to the plan sets and the time resubmittals are received back for final review.
Financial Source/Impact:	Each agreement will generate annual revenue in the amount of \$20 per pole.
Related Strategic Priority:	#4 CONNECTED SPACES #5 UNIQUE CULTURE
Recommended Action/Motion:	Motion to authorize the General Manager to execute Blue Peak Pole Attachment Licensing Agreement #16 and #22.
Prepared By:	Loren Smith, Electric Utility Dir.
Reviewed By:	Loren Smith Teresa Kadavy
Submitted By:	Kimberly Meek, General Manager

Attachments

1. CC-21-171 VAST broadband application
2. Agreement 16 W_Bond
3. Agreement 22 w_Bond

REPORT TO: CITY COUNCIL

MEETING DATE: SEPT. 13, 2021

Agenda Item:	8d. CC-21-171
Prior Council Action/Related Items:	Right of Way Management Ordinance 3408
Background / Issue:	• Vast Broadband (dba Bluepeak) has submitted an application to occupy the public right-of-way (ROW). • Bluepeak will construct a Fiber to the Home/Business broadband network and offer services in Stillwater upon completion. • Bluepeak currently operates systems in over 50 communities. • Ordinance 3408, adopted in July 2018, requires each entity that occupies the public ROW to register as an occupant. • Once occupancy permit is approved by Council, the applicant can obtain a construction permit and/or pole attachment agreement as may be appropriate.
Proposal/Solution:	• The applicant has submitted the required information and meets the requirements as set forth in Ordinance 3408. • Staff recommends approval of Bluepeak as a right-of-way occupant.
Financial Impact/Funding Source(s):	The permit requires fees to be collected for registration and for occupancy of the right-of-way according to established fee schedules. The cumulative permit, construction, and annual fees will vary depending on the characteristics and size of the project.
Strategic Plan Alignment:	#4 Connected Spaces: To develop a strong sense of place that recognizes the interconnectedness of people, buildings, and public systems (such as transportation, utilities, and parks) that best serve the needs of the public. #5 Unique Culture: To cultivate partnerships that enhance the unique culture of Stillwater with equal access to services and amenities, strong and connected neighborhoods, and a thriving economy and business atmosphere.

Recommended Action/Motion:	Motion to approve Bluepeak's ROW occupancy permit.
Prepared By:	John McClenny, Special Projects
Reviewed By:	Patti Osmus, Assistant to the City Manager
Submitted By:	Norman McNickle, City Manager
Attachment(s):	ROW Occupancy Permit Application

Stillwater Utilities Authority Pole Attachment Licensing Agreement

Original issue: 07/16/18

Table of Contents

Part One – Pole Attachment Licensing Agreement

Recitals

Article 1 – Definitions

Article 2 – Scope of Agreement

Article 3 – Fees and Charges

Article 4 – Specifications

Article 5 – Private and Regulatory Compliance

Article 6 – Permit Application Procedures

Article 7 – Make-Ready Work/Installation

Article 8 – Transfers

Article 9 – Pole Modifications and/or Replacements

Article 10 – Abandonment or Removal of Utility Facilities

Article 11 – Removal of Licensee's Facilities

Article 12 – Termination of Permit

Article 13 – Inspection of Licensee's Facilities

Article 14 – Unauthorized Occupancy or Access

Article 15 – Reporting Requirements

Article 16 – Liability and Indemnification

Article 17 – Duties, Responsibilities, and Exculpation

Article 18 – Insurance

Article 19 – Authorization Not Exclusive

Article 20 – Assignment

Article 21 – Failure to Enforce

Article 22 – Issue Resolution Process

Article 23 – Termination of Agreement

Article 24 – Term of Agreement

Article 25 – Amending Agreement

Article 26 – Notices

Article 27 – Entire Agreement

Article 28 – Severability

Article 29 – Governing Law

Article 30 – Incorporation of Recitals and Appendices

Article 31 – Performance Bond

Article 32 – *Force Majeure*

Part Two – Appendices and Drawings

APPENDIX A	Fees and Charges
APPENDIX B	Pole Attachment Permit Application Process
APPENDIX C	Application for Permit
APPENDIX D	Specifications for Licensee's Attachments to Utility Poles
APPENDIX E	Distribution Line Minimum Design Review Information and Suggested Worksheet
APPENDIX F	Field Data Summary Sheet Instructions
DRAWING A-01	Overhead Minimum Clearances
DRAWING A-02	Overhead Minimum Clearances
DRAWING A-03	Grounding Connections
DRAWING A-04	Guy Wire Requirements
DRAWING A-05	Power Service
DRAWING A-06	Minimum Clearance at Pole / Midspan from Neutral
DRAWING A-07	Minimum Clearance at Pole / Midspan from Secondary
DRAWING A-08	Minimum Clearance at Pole / Midspan from Primary
DRAWING A-09	Midspan Service Drop Clearance from Electric Service
DRAWING A-10	– DAS Streetlight Arm Attachment
DRAWING A-11	DAS Bracket Arm Attachment
DRAWING A-12	Climbing Space Requirements

Part One – Pole Attachment Licensing Agreement

This Pole Attachment Licensing Agreement (the “Agreement”) dated _____
June 3, 20 24 is made by and between the Stillwater Utilities Authority
 (“Utility”), located in the State of Oklahoma, and
 _____ Clarity LLC, d.b.a Bluepeak _____ (“Licensee”).

Recitals

- A. Licensee proposes to install and maintain Communications Facilities and associated equipment, Licensee’s Attachments, on Utility’s Poles to provide Communications Services; and
- B. Utility is willing, when it may lawfully do so, to issue one or more Permits authorizing the placement or installation of Licensee’s Attachments on Utility’s Poles, provided that Utility may refuse, on a nondiscriminatory basis, to issue a Permit where there is insufficient Capacity or for reasons relating to safety, reliability, generally applicable engineering purposes, and/or any other Applicable Standard; and

[NOTE: The following Recitals may be used where Licensee and Utility have an existing pole attachment agreement.]

- C. On _____, _____, Utility and Licensee entered into a **[Insert name of agreement]** (e.g., the “_____ Agreement”); [and]
- D. By registered letter dated _____, 20____, Utility gave notice to Licensee that Utility/ Licenser was terminating the _____ Agreement effective _____
_____, 2____; [and]
- E. The parties intend that this Agreement replace the _____ Agreement on its termination; [and]
- F. Therefore, in consideration of the mutual covenants, terms and conditions set out below the parties agree as follows:

AGREEMENT

Article 1—Definitions

For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given below, unless more specifically defined within a specific Article or Paragraph of this Agreement. When not inconsistent with the context, words used in the present tense include the future and past tense, and words in the singular number include the plural number. The words “shall” and “will” are mandatory

and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- 1.1 **Affiliate**: when used in relation to Licensee, means another entity that owns or controls, is owned or controlled by, or is under common ownership or control with Licensee.
- 1.2 **Applicable Standards**: means all applicable engineering and safety standards governing the installation, maintenance, and operation of facilities and the performance of all work in or around electric Utility Facilities and includes the most current versions of National Electric Safety Code (“NESC”), the National Electrical Code (“NEC”), and the regulations of the Occupational Safety and Health Administration (“OSHA”), each of which is incorporated by reference in this Agreement, and the safety, engineering and construction requirements and standards of Utility.
- 1.3 **Attaching Entity**: means any public or private entity, including Licensee that, pursuant to a license agreement with Utility, places an Attachment on Utility’s Pole to provide Communications Service.
- 1.4 **Attachment(s)**: means Licensee’s Communications Facilities that are placed directly on Utility’s Poles within the Communication Space, or Overlashed onto an existing Attachment, but does not include either a Riser or a service drop attached to a single Pole where Licensee has an existing Attachment on such Pole.
- 1.5 **Capacity**: means the ability of a Pole to accommodate an additional Attachment based on Applicable Standards, including space and loading considerations.
- 1.6 **Climbing Space**: means that portion of a Pole’s surface and surrounding space that is free from encumbrances to enable Utility employees and contractors to safely climb, access, and work on Utility Facilities and equipment.
- 1.7 **Communications Facilities**: means wireline or wireless facilities, including but not limited to, fiber optic, copper, and/or coaxial cables, wireless antennas, receivers or transceivers utilized to provide Communications Service. This term excludes power supplies, demarcation boxes, power transfer switches, grounding equipment, metering facilities and other associated equipment.
- 1.8 **Communications Service**: means the transmission or receipt of voice, video, data, broadband Internet, or other forms of digital or analog signals over Communications Facilities.
- 1.9 **Communication Space**: means the communication space as defined in the latest version of the National Electrical Safety Code.

- 1.10 **Licensee**: means the party listed as Licensee in the first paragraph of this agreement.
- 1.11 **Make-Ready Work**: means all work that Utility reasonably determines to be required to accommodate Licensee's Communications Facilities and/or to comply with all Applicable Standards. Such work includes, but is not limited to, rearrangement and/or transfer of Utility Facilities or existing Attachments, inspections, engineering work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), pole replacement and construction but does not include Licensee's routine maintenance.
- 1.12 **Occupancy**: means the use or reservation of space for Attachments on a Utility Pole.
- 1.13 **Overlash**: means to place an additional wire or cable Communications Facility onto an existing attached Communications Facility.
- 1.14 **Pedestals/Vaults/Enclosures**: means above- or below-ground housings that are not attached to Utility Poles but are used to enclose a cable/wire splice, power supplies, amplifiers, passive devices, and/or to provide a service connection point
- 1.15 **Permit**: means written or electronic authorization (see Appendix C) by Utility for Licensee to make or maintain Attachments to specific Utility Poles pursuant to the requirements of this Agreement. Licensee's attachments made prior to the Effective Date and authorized by Utility ("Existing Attachments") shall be deemed Permitted Attachments hereunder.
- 1.16 **Pole**: means a pole owned or controlled by Utility excluding transmission poles that is capable of supporting Attachments for Communications Facilities.
- 1.17 **Post-Construction Inspection**: means the inspection by Utility or Licensee or some combination of both to verify that the Attachments have been made in accordance with Applicable Standards and the Permit.
- 1.18 **Pre-Construction Survey**: means all work or operations required by Applicable Standards and/or Utility to determine the Make-Ready Work necessary to accommodate Licensee's Communications Facilities on a Pole. Such work includes, but is not limited to, field inspection and administrative processing.
- 1.19 **Reserved Capacity**: means capacity or space on a Pole that Utility has identified and reserved for its own future utility requirements at the time of the Permit grant, including the installation of communications circuits for operation of Utility's electric system.

- 1.20 **Riser:** means metallic or plastic encasement materials placed vertically on the Pole to guide and protect wires and cables.
- 1.21 **Tag:** means to place distinct markers on wires and cables, coded by color or other means specified by Utility and/or applicable federal, State or local regulations, that will readily identify the type of Attachment (*e.g.*, cable TV, telephone, high-speed broadband data, public safety) and its owner.
- 1.22 **Utility Facilities:** means all personal property and real property owned or controlled by Utility, including Poles and related facilities.

Article 2—Scope of Agreement

- 2.1 **Grant of License.** Subject to the provisions of this Agreement, Utility grants Licensee a revocable, nonexclusive license authorizing Licensee to install and maintain Attachments to Utility's Poles.
- 2.2 **Parties Bound by Agreement.** Licensee and Utility agree to be bound by all provisions of this Agreement.
- 2.3 **Permit Issuance Conditions.** Utility will issue one or more Permit(s) to Licensee only when Utility determines, in its sole judgment, exercised reasonably, that (i) it has sufficient Capacity to accommodate the requested Attachment(s), (ii) Licensee meets all requirements set forth in this Agreement, and (iii) such Permit(s) comply with all Applicable Standards.
- 2.4 **Reserved Capacity.** Access to space on Utility Poles will be made available to Licensee with the understanding that certain Poles may be subject to Reserve Capacity for future electric service use. At the time of Permit issuance, Utility shall notify Licensee if capacity on particular poles is being reserved for reasonably foreseeable future electric use. For Attachments made with notice of such a Reservation of Capacity, on giving Licensee at least sixty (60) calendar days prior notice, Utility may reclaim such Reserved Capacity at any time following the installation of Licensee's Attachment if required for Utility's future utility service. If reclaimed for Utility's use, Utility may at such time also install associated facilities, including the attachment of communications lines for internal Utility operational or governmental communications requirements. Utility shall give Licensee the option to remove its Attachment(s) from the affected Pole(s) or to pay for the cost of any Make-Ready Work needed to expand Capacity for core utility service requirements, so that Licensee can maintain its Attachment on the affected Pole(s). The allocation of the cost of any such Make-Ready Work (including the transfer, rearrangement, or relocation of third-party Attachments) shall be determined in accordance with Article 9. Licensee shall not be required to bear any of the costs or rearranging or replacing its Attachment(s), if such

rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity.

- 2.5 **No Interest in Property.** No use, however lengthy, of any Utility Facilities, and no payment of any fees or charges required under this Agreement, shall create or vest in Licensee any easement or other ownership or property right of any nature in any portion of such Facilities. Neither this Agreement, nor any Permit granted under this Agreement, shall constitute an assignment of any of Utility's rights to Utility Facilities. Notwithstanding anything in this Agreement to the contrary, Licensee shall, at all times, be and remain a Licensee only.
- 2.6 **Licensee's Right to Attach.** Nothing in this Agreement, other than a Permit issued pursuant to Article 6, shall be construed as granting Licensee any right to attach Licensee's Communications Facilities to any specific Pole.
- 2.7 **Utility's Rights over Poles.** The parties agree that this Agreement does not in any way limit Utility's right to locate, operate, maintain, or remove its Poles in the manner that will best enable it to fulfill its service requirements or to comply with any federal, state, or local legal requirement.
- 2.8 **Expansion of Capacity.** Utility will take reasonable steps to expand Pole Capacity when necessary to accommodate Licensee's request for Attachment. Notwithstanding the foregoing sentence, nothing in this Agreement shall be construed to require Utility to install, retain, extend, or maintain any Pole for use when such Pole is not needed for Utility's own service requirements.
- 2.9 **Other Agreements.** Except as expressly provided in this Agreement, nothing in this Agreement shall limit, restrict, or prohibit Utility from fulfilling any agreement or arrangement regarding its Poles into which Utility has previously entered, or may enter in the future, with others not party to this Agreement.
- 2.10 **Permitted Uses.** This Agreement is limited to the uses specifically stated in the recitals set forth above and no other use shall be allowed without Utility's express written consent to such use. Nothing in this Agreement shall be construed to require Utility to allow Licensee to use Utility's Poles after the termination of this Agreement.
- 2.11 **Overlapping.** The following provisions apply to Overlapping:
- 2.11.1 Licensee shall obtain a Permit for each Overlapping, in accordance with the requirements of Article 6. Absent such authorization, Overlapping constitutes an unauthorized Attachment and is subject to removal or, at

Utility's discretion, imposition of an Unauthorized Attachment fee, as specified in Appendix A, Item 3.

2.11.2 Authorized Overlashing to accommodate Attachments of Licensee or its Affiliate(s) shall not increase the Annual Attachment Fee paid by Licensee pursuant to Appendix A, Item 1. Licensee or Licensee's Affiliate shall, however, be responsible for all Make-Ready Work and other charges associated with the Overlashing. Licensee shall not have to pay a separate Annual Attachment Fee for such Overlashed Attachment.

2.11.3 At Licensee's request, Utility may allow Overlashing to accommodate facilities of a third party, not affiliated with Licensee. In such circumstances, the third party must enter into a License Agreement with Utility, obtain Permit(s), and pay a separate Attachment Fee (Appendix A, Item 1) as well as the costs of all necessary Make-Ready Work required to accommodate the Overlashing. Utility shall not grant such Permit(s) to third parties allowing Overlashing of Licensee's Communications Facilities without Licensee's consent. Authorized Overlashing shall not increase the fees and charges paid by Licensee pursuant to Appendix A, Item 1. Nothing in this Agreement shall prevent Licensee from seeking a contribution from an Overlashing third party to defray fees and charges paid by Licensee.

2.11.4 Make-Ready Work procedures set forth in Article 7 shall apply, as necessary, to all Overlashing.

2.11.5 Overlashing shall only be permitted if the existing attachment is located in the communication space.

2.12 **Enclosures.** Licensee shall not place Pedestals, Vaults, and/or other Enclosures on or within ten (10) feet of any Pole or other Utility Facilities without Utility's prior written permission. If permission is granted, all such installations shall be per the Specifications and Drawings in Appendix D of this Agreement and charges as provided in Appendix A. Such permission shall not be unreasonably withheld. Further, Licensee agrees to move any such above-ground enclosures in order to provide sufficient space for Utility to set a replacement Pole.

Article 3—Fees and Charges

3.1 **Payment of Fees and Charges.** Licensee shall pay to Utility the fees and charges specified in Appendix A and shall comply with the terms and conditions specified in this Agreement.

- 3.2 **Payment Period.** Unless otherwise expressly provided, Licensee shall pay any invoice its receives from Utility pursuant to this Agreement within thirty (30) calendar days after Utility issues the invoice.
- 3.3 **Billing of Attachment Fee.** Utility shall invoice Licensee for the per-pole Attachment Fee annually, in arrears. Utility will submit to Licensee an invoice for the annual rental period not later than June 30th of each year. The initial annual rental period shall commence upon the execution of this Agreement and conclude on June 30th of the next year, and each subsequent annual rental period shall commence on the following July 1st and conclude on June 30th of the subsequent year. The invoice shall set forth the total number of Utility's Poles on which Licensee was issued and/or holds Permit(s) for Attachments during such annual rental period, including any previously authorized and valid Permits.
- 3.4 **Refunds.** No fees and charges specified in Appendix A shall be refunded on account of any surrender of a Permit granted under this Agreement. Nor shall any refund be owed if a Pole is not used or abandoned by Utility.
- 3.5 **Late Charge.** If Utility does not receive payment for any fee or other amount owed within thirty (30) calendar days after it becomes due, Licensee shall pay interest to Utility at the rate of ten (10%) per month, or the maximum interest allowed by law, whichever is greater, on the amount due.
- 3.6 **Payment for Work.** Licensee will be responsible for payment to Utility for all work that Utility or Utility's contractors perform pursuant to this Agreement to accommodate Licensee's Communications Facilities.
- 3.7 **Advance Payment.** At its sole discretion, Utility may require that Licensee pay in advance all reasonable costs, including, but not limited to administrative, construction, inspections, and Make-Ready Work expenses, in connection with the initial installation or rearrangement of Licensee's Communications Facilities pursuant to the procedures set forth in Articles 6 and 7 below.
- 3.8 **True-Up.** Whenever Utility, in its discretion, requires advance payment of estimated expenses prior to undertaking an activity on behalf of Licensee and the actual cost of the activity exceeds the advance payment of estimated expenses. Licensee agrees to pay Utility for the difference in cost, provided that Utility documents such costs with sufficient detail to enable Licensee to verify the charges. To the extent that Utility's actual cost of the activity is less than the estimated cost, Utility shall refund to Licensee the difference in cost.
- 3.9 **Determination of Charges.** Wherever this Agreement requires Licensee to pay for work done or contracted by Utility, the charge for such work shall include all

reasonable material, labor, engineering, administrative, and applicable overhead costs. Utility shall bill its services based upon actual costs, and such costs will be determined in accordance with Utility's cost accounting systems used for recording capital and expense activities. All such invoices shall include an itemization of dates of work, location of work, labor and equipment costs per hour, persons employed, and costs of materials used. If Licensee was required to perform work and fails to perform such work, necessitating completion of the work by Utility, Utility may either charge an additional ten percent (10%) of its costs or assess the penalty specified in Appendix A.

- 3.10 **Work Performed by Utility.** Whenever this Agreement requires Utility to perform any work, Utility, at its sole discretion, may utilize its employees or contractors, or any combination of the two, to perform such work.
- 3.11 **Default for Nonpayment.** Nonpayment of any amount due under this Agreement beyond sixty (60) days shall constitute a material default of this Agreement.

Article 4—Specifications

- 4.1 **Installation/Maintenance of Communications Facilities.** After a Permit is issued pursuant to this Agreement, Licensee's Communications Facilities shall be installed and maintained in accordance with the requirements and specifications of Appendix D. All of Licensee's Communications Facilities must comply with all Applicable Standards. Licensee shall be responsible for the installation and maintenance of its Communications Facilities. Licensee shall, at its own expense, make and maintain its Attachment(s) in safe condition and good repair, in accordance with all Applicable Standards. Notwithstanding anything in this Agreement to the contrary, Licensee shall not be required to update or upgrade its Attachments if they met Applicable Standards at the time the attachments were made, unless such updates or upgrades are required by any revised Applicable Standards.
- 4.2 **Tagging.** Licensee shall Tag all of its Communications Facilities as specified in Appendix D and/or applicable federal, State, and local regulations upon installation of such Facilities. Within one year of the execution of this Agreement, Licensee shall also tag any untagged Communications Facilities that were on Utility Poles on the effective date of this Agreement. Failure to provide proper tagging will be considered a violation of the Applicable Standards.
- 4.3 **Interference.** Licensee shall not allow its Communications Facilities to impair the ability of Utility or any third party to use Utility's Poles, nor shall Licensee allow its Communications Facilities to interfere with the operation of any Utility

Facilities, third-party facilities or City of Stillwater facilities including cables, conductors, traffic controls networks and/or systems, communication networks and/or systems, radio communication network and/or systems, emergency management networks and/or systems and all related facilities.

- 4.4 **Protective Equipment.** Licensee and its employees and contractors shall utilize and install adequate protective equipment to ensure the safety of people and facilities. Licensee shall, at its own expense, install protective devices designed to handle the electric voltage and current carried by Utility's facilities in the event of a contact with such facilities. Except as provided in Paragraph 16.1, Utility shall not be liable for any actual or consequential damages to Licensee's Communications Facilities, Licensee's customers' facilities, or to any of Licensee's employees, contractors, customers, or other persons.
- 4.5 **Utility Right to Correct.** If Licensee's Communications Facilities, or any part of them, are installed, used, or maintained in violation of this Agreement, and Licensee has not corrected the violation(s) within thirty (30) calendar days from receipt of written notice of the violation(s) from Utility, Utility at its option, may correct such conditions. Utility will attempt to notify Licensee in writing prior to performing such work whenever practicable. When Utility believes, however, that such violation(s) pose an immediate threat to the safety of any person, interfere with the performance of Utility's service obligations, or present an immediate threat to the physical integrity of Utility Facilities, Utility may perform such work and/or take such action as it deems necessary without first giving written notice to Licensee. As soon as practicable afterward, Utility will advise Licensee of the work performed or the action taken. Licensee shall be responsible for all actual and reasonable costs incurred by Utility in taking action pursuant to this Paragraph, and Licensee shall indemnify Utility against any liability, costs, and expenses, including reasonable attorney's and expert fees, arising out of or relating to any such work.
- 4.6 **Restoration of Utility Service.** Utility's service restoration requirements shall take precedence over any and all work operations of Licensee on Utility's Poles.
- 4.7 **Effect of Failure to Exercise Access Rights.** If Licensee does not exercise any access right granted pursuant to this Agreement and/or applicable Permit(s) within ninety (90) calendar days of the effective date of such right and any extension to such Permit(s), Utility may, but shall have no obligation to, use the space scheduled for Licensee's Attachment(s) for its own needs or make the space available to other Attaching Entities. In such instances, Utility shall endeavor to make other space available to Licensee, upon written application under Article 6, as soon as reasonably possible and subject to all requirements of this Agreement, including the Make-Ready Work provisions. If Utility uses the space for its own

needs or makes them available to other parties, then from the date that Utility or a third party begins to use such space. For purposes of this paragraph, Licensee's access rights shall not be deemed effective until any necessary Make-Ready Work has been performed.

- 4.8 Removal of Nonfunctional Attachments.** At its sole expense, Licensee shall remove any of its Attachments or any part thereof that becomes nonfunctional and no longer fit for service ("Nonfunctional Attachment") as provided in this Paragraph 4.8. A Nonfunctional Attachment that Licensee has failed to remove as required in this paragraph shall constitute an unauthorized Attachment and is subject to the Unauthorized Attachment fee specified in Appendix A, Item 3. Except as otherwise provided in this Agreement, Licensee shall remove Nonfunctional Attachments within one (1) year of the Attachment becoming nonfunctional, unless Licensee receives written notice from Utility that removal is necessary to accommodate Utility's or another Attaching Entity's use of the affected Pole(s), in which case Licensee shall remove the Nonfunctional Attachment within sixty (60) days of receiving the notice. Where Licensee has received a Permit to Overlash a Nonfunctional Attachment, such Nonfunctional Attachment may remain in place until Utility notifies Licensee that removal is necessary to accommodate Utility's or another Attaching Entity's use of the affected Pole(s). Licensee shall give Utility notice of any Nonfunctional Attachments as provided in Article 15.

Article 5—Private and Regulatory Compliance

- 5.1 Necessary Authorizations.** Before Licensee occupies any of Utility's Poles, Licensee shall obtain from the appropriate public or private authority, or from any property owner or other appropriate person, any required authorization to construct, operate, or maintain its Communications Facilities on public or private property. Utility retains the right to require evidence that appropriate authorization has been obtained before any Permit is issued to Licensee. Licensee's obligations under this Article 5 include, but are not limited to, its obligation to obtain and pay for all necessary approvals to occupy public/private rights-of-way and easements and all necessary licenses and authorizations to provide the services that it provides over its Communications Facilities. Licensee shall defend, indemnify, and reimburse Utility for all losses, costs, and expenses, including reasonable attorney's fees that Utility may incur as a result of claims by governmental bodies, owners of private property, or other persons, that Licensee does not have sufficient rights or authority to attach Licensee's Communications Facilities on Utility's Poles or to provide particular services.

- 5.2 **Lawful Purpose and Use.** Licensee's Communications Facilities must at all times serve a lawful purpose, and the use of such Facilities must comply with all applicable federal, State and local laws.
- 5.3 **Forfeiture of Utility's Rights.** No Permit granted under this Agreement shall extend, or be deemed to extend, to any of Utility's Poles to the extent that Licensee's Attachment would result in a forfeiture of Utility's rights. Any Permit that would result in forfeiture of Utility's rights shall be deemed invalid as of the date that Utility granted it. Further, if any of Licensee's existing Communications Facilities, whether installed pursuant to a valid Permit or not, would cause such forfeiture, Licensee shall promptly remove its Facilities upon receipt of written notice from Utility. If Licensee does not remove its Communications Facilities in question within thirty (30) days of receiving written notice from Utility, Utility may at its option perform such removal at Licensee's expense. Notwithstanding the forgoing, Licensee shall have the right to contest any such forfeiture before any of its rights are terminated, provided that Licensee shall indemnify Utility for liability, costs, and expenses, including reasonable attorney's fees, that may accrue during Licensee's challenge.
- 5.4 **Effect of Consent to Construction/Maintenance.** Consent by Utility to the construction or maintenance of any Attachments by Licensee shall not be deemed consent, authorization, or acknowledgment that Licensee has obtained all required Authorizations with respect to such Attachment.

Article 6—Permit Application Procedures

- 6.1 **Permit Required.** Licensee shall not make any Attachments to any of Utility's Poles without first applying for and obtaining a Permit pursuant to the applicable requirements of Appendix B. If updates or upgrades are required by Applicable Standards, Licensee shall not be required to obtain Permits for Attachment(s) existing as of the effective date of this Agreement. Such grandfathered Attachments shall, however, be subject to the Attachment Fees specified in Appendix A and the tagging provisions in Paragraph 4.2. Licensee shall provide Utility a list of all such pre-existing Attachments within six (6) months of the effective date of this Agreement.
- 6.2 **Permits for Overlashing.** As set out in Paragraph 2.11, Permits are required for any Overlashing allowed under this Agreement and Licensee, Licensee's Affiliate or other third party, as applicable, shall pay any necessary Make-Ready Work costs to accommodate such Overlashing.
- 6.3 **Professional Certification.** Unless otherwise waived in writing by Utility, as part of the Permit application process and at Licensee's sole expense, a qualified and experienced professional engineer, or an employee or contractor of Licensee who

has been approved by Utility, must participate in the Pre-Construction Survey, conduct the Post-Construction Inspection, and certify that Licensee's Communications Facilities can be and were installed on the identified Poles in compliance with the standards in Paragraph 4.1 and in accordance with the Permit. The professional engineer's qualifications must include experience performing such work, or substantially similar work, on electric distribution systems. The Utility may require the Licensee's professional engineer to conduct a post-construction inspection that the Utility will verify by means that it deems to be reasonable.

Utility, at its discretion, may waive the requirements of this Paragraph 6.3, with respect to service drops.

- 6.4 Utility Review of Permit Application.** Upon receipt of a properly executed Application for Permit (Appendix C), which shall include the Pre-Construction Survey, certified per Paragraph 6.3 above, and detailed plans for the proposed Attachments in the form specified in Appendix D, Utility will review the Permit Application and discuss any issues with Licensee, including engineering or Make-Ready Work requirements associated with the Permit Application. Utility acceptance of the submitted design documents does not relieve Licensee of full responsibility for any errors and/or omissions in the engineering analysis. Unless otherwise agreed, the Permit application process shall be consistent with the following timeline:

- 6.4.1 Review Period.** Utility shall review and respond to properly executed and complete Permit Applications for routine installations as promptly as is reasonable with a goal of providing a response during normal circumstances of within seventy-five (75) days of receipt. For Permit Applications seeking Attachments to 50 or more Poles, the Utility may require additional time to review. The Utility's response will either provide a written explanation as to why the Application is being denied, in whole or in part, or provide an estimate of the costs of all necessary Make-Ready Work.
- 6.4.2** Upon receipt of Utility's Make-Ready estimate, Licensee shall have fourteen (14) days to approve the estimate and provide payment in accordance with this Agreement and the specifications of the estimate.
- 6.4.3** Utility will complete routine Make-Ready Work within sixty (60) days of receipt of payment. If there are extenuating circumstances that make the necessary Make-Ready more complicated or time-consuming, including, but not limited to the number of Poles, seasonal weather conditions, the Utility shall identify those factors in the Make-Ready estimate and the parties shall agree upon a reasonable timeframe for completion.

6.4.4 Utility may toll the time period for completion of Make-Ready Work by written notice in order to respond to severe storms, natural disasters, or other emergency situations.

6.5 **Permit as Authorization to Attach.** Upon completion of any necessary Make-Ready Work and receipt of payment for such work, Utility will sign and return the Permit Application, which shall serve as authorization for Licensee to make its Attachment(s).

Article 7—Make-Ready Work/Installation

7.1 **Estimate for Make-Ready Work.** If Utility determines that it can accommodate Licensee's request for Attachment(s), including Overlapping of an existing Attachment, it will, upon request, advise Licensee of any estimated Make-Ready Work charges necessary to accommodate the Attachment.

7.2 **Payment of Make-Ready Work.** Upon completion of the Make-Ready Work, Utility shall invoice Licensee for Utility's actual cost of such Make-Ready Work. Alternatively, Utility, at its discretion, may require payment in advance for Make-Ready Work based upon the estimated cost of such work. In such case, upon completion Licensee shall pay Utility's actual cost of Make-Ready Work. The costs of the work shall be itemized in accordance with Paragraph 3.9 and trued up in accordance with Paragraph 3.8.

7.3 **Who May Perform Make-Ready Work.** Make-Ready Work shall be performed only by Utility and/or a contractor authorized by Utility to perform such work. If Utility chooses not to or cannot perform the Make-Ready Work to accommodate Licensee's Communications Facilities within sixty (60) calendar days of Licensee's agreement, to Make-Ready Work estimate, Licensee may request the ability to use a qualified contractor to perform such work and shall specify when such work would be performed. In all instances, "qualified contractors," if allowed, must be pre-approved by Utility for such work on an annual basis.

7.4 **Scheduling of Make-Ready Work.** In performing all Make-Ready Work to accommodate Licensee's Communications Facilities, Utility will attempt to include such work in its normal work schedule. If Licensee requests that the Make-Ready Work be performed on a priority basis or outside of Utility's normal work hours, Licensee will pay any resulting increased costs. Nothing in this Agreement shall be construed to require Utility to perform Licensee's work before other scheduled work or Utility service restoration.

7.5 **Notification of Make-Ready Work.** Before starting Make-Ready Work, Utility shall notify all Attaching Entities of the date and location of the scheduled work

and shall afford all such entities an opportunity to make any modifications to their existing Attachments in connection with the Make-Ready Work.

- 7.6 **Written Approval of Installation Plans Required.** Before making any Attachments to Utility's Poles, including Overlashing of existing Attachments, Licensee must obtain Utility's written detailed plan approval for the Attachments. Such detailed plans shall accompany a Permit application as required under Paragraph 6.4.

7.7 **Licensee's Installation/Removal/Maintenance Work.**

7.7.1 All of Licensee's installation, removal, and maintenance work, by either Licensee's employees or authorized contractors, shall be performed at Licensee's sole cost and expense, in a good and workmanlike manner, and must not adversely affect the structural integrity of Utility's Poles or other Facilities or other Attaching Entity's facilities or equipment. All such work is subject to the insurance requirements of Article 18.

7.7.2 All of Licensee's installation, removal, and maintenance work, either by its employees or authorized contractors, shall comply with all applicable regulations specified in Paragraph 4.1. Licensee shall assure that any person installing, maintaining, or removing its Communications Facilities is fully qualified and familiar with all Applicable Standards, the provisions of Article 17, and the Minimum Design Specifications contained in Appendix D.

Article 8—Transfers

- 8.1 **Required Transfers of Licensee's Communications Facilities.** If Utility reasonably determines that a transfer of Licensee's Communications Facilities is necessary, Utility will, at its option, either require Licensee to perform such transfer at its own expense within thirty (30) calendar days after receiving notice from Utility, or perform the transfer itself, using its personnel, and/or contractors. If Licensee fails to transfer its Facilities within thirty (30) calendar days after receiving such notice from Utility, Utility shall have the right to transfer Licensee's Facilities using its personnel and/or contractors. The costs of such transfers shall be apportioned as specified under Article 9. Utility shall not be liable for damage to Licensee's Facilities except to the extent provided in Paragraph 16.1. The written advance notification requirement of this Paragraph shall not apply in emergency situations. In emergency situations, Utility shall provide such advance notice as is practical, given the urgency of the particular situation. Utility shall then provide written notice of any such actions taken within ten (10) days following the occurrence. Irrespective of who owns Facilities that

are Overlashed on to Licensee's Attachments. Licensee is responsible for the transfer of such Facilities and the costs of doing so.

Article 9—Modifications and/or Replacements

- 9.1 Licensee's Action Requiring Modification/Replacement.** If any Pole to which Licensee desires to make Attachment(s) is unable to support or accommodate the additional facilities in accordance with all Applicable Standards, Utility will notify Licensee of the necessary Make-Ready Work, and associated costs, to provide adequate Pole space, including, but not limited to, replacement of the Pole and/or rearrangement or transfer of Utility's Facilities, as well as the facilities of other Attaching Entities. Licensee shall be responsible for separately entering into an agreement with other Attaching Entities concerning the allocation of costs for the relocation or rearrangement of such entities' existing Attachments. If Licensee elects to go forward with the necessary changes, Licensee shall pay to Utility the actual cost of the Make-Ready Work, performed by Utility, in accordance with Paragraph 3.9. Utility, in its discretion, may require advance payment. Licensee shall also be responsible for obtaining and furnishing to Utility before the commencement of any Make-Ready Work, agreements between Licensee and the other Attaching Entities (including Overlashers) concerning the relocation or rearrangement of their Attachments and the costs involved.
- 9.2 Treatment of Multiple Requests for Same Pole.** If Utility receives Permit Applications for the same Pole from two or more prospective licensees within sixty (60) calendar days of the initial request, and accommodating their respective requests would require modification of the Pole or replacement of the Pole, Utility will allocate among such licensees the applicable costs associated with such modification or replacement.
- 9.3 Guying.** The use of guying to accommodate Licensee's Attachments shall be provided by, and at the expense of, Licensee and to the satisfaction of Utility, as specified in Appendix D. Licensee shall not attach its guy wires to Utility's anchors without prior written permission of Utility. If permission is granted, charges may apply.
- 9.4 Allocation of Costs.** The costs for any rearrangement or transfer of Licensee's Communications Facilities or the replacement of a Pole (including any related costs for tree cutting or trimming required to clear the new location of Utility's cables or wires) shall be allocated to Utility and/or Licensee and/or other Attaching Entity on the following basis:
- 9.4.1** If Utility intends to modify or replace a Pole solely for its own requirements, it shall be responsible for the costs related to the modification/replacement of the Pole. Licensee shall not be responsible

for costs associated with the rearrangement or transfer of Licensee's Communications Facilities, unless and to the extent the rearrangement or transfer is necessary in connection with Utility's reacquisition of Reserved Capacity from Licensee. Prior to making any such modification or replacement, Utility shall provide Licensee written notification of its intent in order to provide Licensee a reasonable opportunity to modify or add to its existing Attachment. Should Licensee decide to do so, it must seek Utility's written permission in accordance with this Agreement. If Licensee elects to add to or modify its Communications Facilities, Licensee shall pay its Pro-Rata of the costs incurred by Utility in making the space on the Poles accessible to Licensee.

- 9.4.2 If the modification or replacement of a Pole is necessitated by the requirements of Licensee, Licensee shall be responsible for all costs caused by the modification or replacement of the Pole as well as the costs associated with the transfer or rearrangement of any other Attaching Entity's Communications Facilities. At the time Licensee submits a Permit Application to Utility, Licensee shall submit evidence, in writing, that it has made arrangements to reimburse all affected Attaching Entities for their costs caused by the transfer or rearrangement of their Facilities. Utility shall not be obligated in any way to enforce or administer Licensee's responsibility for the costs associated with the transfer or rearrangement of another Attaching Entity's Facilities pursuant to this Paragraph 9.4.2.
- 9.4.3 If the modification or the replacement of a Pole is the result of an additional Attachment or the modification of an existing Attachment sought by an Attaching Entity other than Utility or Licensee, the Attaching Entity requesting the additional or modified Attachment shall bear the entire cost of the modification or replacement, as well as the costs for rearranging or transferring Licensee's Communications Facilities. Licensee shall cooperate with such third-party Attaching Entity to determine the costs of moving Licensee's facilities.
- 9.4.4 If the Pole must be modified or replaced for reasons unrelated to the use of the Pole by Attaching Entities (*e.g.*, storm, accident, deterioration), Utility shall pay the costs of such modification or replacement and Licensee shall pay the costs of rearranging or transferring its Communications Facilities.

- 9.5 **Utility Not Required to Relocate.** Nothing in this Agreement shall be construed to require Utility to relocate its Attachments or to modify or replace its Poles for the benefit of Licensee.

Article 10—Abandonment or Removal of Utility Facilities

- 10.1 **Notice of Abandonment or Removal of Utility Facilities.** If Utility desires at any time to abandon, remove, or underground any Utility Facilities to which Licensee's Communications Facilities are attached, it shall give Licensee notice in writing to that effect at least sixty (60) calendar days prior to the date on which it intends to abandon or remove such Utility's Facilities. Notice may be limited to thirty (30) calendar days if Utility is required to remove or abandon its Utility Facilities as the result of the action of a third party and the lengthier notice period is not practical. Such notice shall indicate whether Utility is offering Licensee an option to purchase the Pole(s). If, following the expiration of the thirty (30) day period, Licensee has not yet removed and/or transferred all of its Communications Facilities and has not entered into an agreement to purchase Utility's Facilities pursuant to Paragraph 10.2, Utility shall have the right, but not the obligation, to remove or transfer Licensee's Communications Facilities at Licensee's expense. Utility shall give Licensee prior written notice of any such removal or transfer of Licensee's Facilities.
- 10.2 **Option to Purchase Abandoned Poles.** Should Utility desire to abandon any Pole, Utility may, in its sole discretion, grant Licensee the option of purchasing such Pole at a price to be negotiated with Utility. Licensee must notify Utility in writing within thirty (30) calendar days of the date of Utility's notice of abandonment that Licensee desires to purchase the abandoned Pole. Thereafter, Licensee must also secure and deliver proof of all necessary governmental approvals and easements allowing Licensee to independently own and access the Pole within forty-five (45) calendar days. Should Licensee fail to secure the necessary governmental approvals, or should Utility and Licensee fail to enter into an agreement for Licensee to purchase the Pole within forty-five (45) calendar days, Licensee must remove its Attachments as required under Paragraph 10.1. Nothing in this Agreement shall be construed as requiring Utility to sell Licensee Poles that Utility intends to remove or abandon.
- 10.3 **Underground Relocation.** If Utility moves any portion of its aerial system underground, Licensee shall remove its Communications Facilities from any affected Poles within sixty (60) calendar days of receipt of notice from Utility and must either relocate its affected Facilities underground with Utility or find other means to accommodate its Facilities. If Licensee does not remove its Attachments within sixty (60) days, Utility shall have the right to remove or transfer Licensee's Communications Facilities at Licensee's expense. Licensee's

failure to remove its Facilities as required under this Paragraph 10.3 shall subject Licensee to the penalty provisions of Appendix A.

Article 11—Removal of Licensee’s Facilities

Removal on Expiration/Termination. At the expiration or other termination of this License Agreement or individual Permit(s), Licensee shall remove its Communications Facilities from the affected Poles at its own expense. If Licensee fails to remove such Facilities within sixty (60) calendar days of expiration or termination or some greater period as allowed by Utility, Utility shall have the right, but not the obligation, to remove or transfer such Facilities removed at Licensee’s expense.

Article 12—Termination of Permit

12.1 Automatic Termination of Permit. Any Permit issued pursuant to this Agreement shall automatically terminate when Licensee ceases to have authority to construct and operate its Communications Facilities on public or private property at the location of the particular Pole(s) covered by the Permit. Permits will also expire if the Licensee’s facilities are not installed and operational within six (6) months of the Permit issuance date.

12.2 Surrender of Permit. Licensee may at any time surrender any Permit for Attachment(s) and remove its Communications Facilities from the affected Pole(s), provided, however, that before commencing any such removal, Licensee must obtain Utility’s written approval of Licensee’s plans for removal, including the name of the person or entity performing such work and the date(s) and time(s) during which such work will be completed. All such work is subject to the insurance requirements of Article 18. No refund of any fees or costs will be made upon removal. If Licensee surrenders such Permit pursuant to the provisions of this Article, but fails to remove its Attachments from Utility’s Facilities within thirty (30) calendar days, Utility shall have the right, but not the obligation, to remove or transfer Licensee’s Attachments at Licensee’s expense.

Article 13—Inspection of Licensee’s Facilities

13.1 Inspections. Utility may conduct an inventory and inspection of Attachments at any time. Within thirty (30) calendar days of receiving written notice from Utility, Licensee shall correct all Attachments that Utility identifies as being out of compliance with Applicable Standards. If Utility finds that five percent (5%) or more of Licensee’s Attachments are either in non-compliance or not permitted, Licensee shall pay its *pro-rata* share of the costs of the inspection.

13.2 Notice. Utility will give Licensee reasonable advance written notice of such inspections, except in those instances in which safety considerations justify the need for such inspection without delay.

- 13.3 **No Liability.** Inspections performed under this Article 13, or the failure to do so, shall not operate to impose upon Utility any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations, or liability, whether assumed under this Agreement or otherwise existing.
- 13.4 **Attachment Records.** Notwithstanding the above inspection provisions, Licensee shall furnish to Utility annually an up-to-date electronic map depicting the locations of its Attachments, in a format specified by Utility.

Article 14—Unauthorized Occupancy or Access

- 14.1 **Penalty Fee.** If any of Licensee's Attachments are found occupying any Pole for which no Permit has been issued, Utility, without prejudice to its other rights or remedies under this Agreement, may assess an Unauthorized Access Penalty Fee, as specified in Appendix A, Item 3. If Licensee fails to pay such Fee within thirty (30) calendar days of receiving notification of it, Utility shall have the right, but not the obligation, to remove such Communications Facilities at Licensee's expense.
- 14.2 **No Ratification of Unauthorized Use.** No act or failure to act by Utility with regard to any unauthorized use shall be deemed as ratification of the unauthorized use. Unless the parties agree otherwise, a Permit for a previously unauthorized Attachment shall not operate retroactively or constitute a waiver by Utility of any of its rights or privileges under this Agreement or otherwise, and Licensee shall remain subject to all obligations and liabilities arising out of or relating to its unauthorized use.

Article 15—Reporting Requirements

At the time that Licensee pays its annual Attachment Fee, Licensee shall also provide the following information to Utility:

- 15.1 The Poles on which Licensee has installed, during the relevant reporting period, Risers and service drops, for which no Permit was required.
- 15.2 All Attachments that have become nonfunctional during the relevant reporting period. The report shall identify the Pole on which the nonfunctional Attachment is located, describe the nonfunctional equipment, and indicate the approximate date the Attachment became nonfunctional.
- 15.3 Any equipment Licensee has removed from Poles during the relevant reporting period. The report shall identify the Pole from which the equipment was removed, describe the removed equipment, and indicate the approximate date of removal. This requirement does not apply where Licensee is surrendering a Permit pursuant to Paragraph 12.2.

Article 16—Liability and Indemnification

16.1 Liability. Utility reserves to itself the right to maintain and operate its Poles in the manner that will best enable it to fulfill its service requirements. Licensee agrees to use Utility's Poles at Licensee's sole risk.

16.2 Indemnification. Licensee, and any agent, contractor, or subcontractor of Licensee, shall defend, indemnify, and hold harmless Utility and its officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments made by Utility under any Workers' Compensation Laws or under any plan for employees' disability and death benefits), and expenses (including reasonable attorney's fees of Utility and all other costs and expenses of litigation) ("Covered Claims") arising in any way, including any act, omission, failure, negligence, or willful misconduct, in connection with the construction, maintenance, repair, presence, use, relocation, transfer, removal or operation by Licensee, or by Licensee's officers, directors, employees, agents, or contractors, of Licensee's Communications Facilities, except to the extent of Utility's gross negligence or willful misconduct solely giving rise to such Covered Claims. Such Covered Claims include, but are not limited to, the following:

16.2.1 Intellectual property infringement, libel and slander, trespass, unauthorized use of television or radio broadcast programs and other program material, and infringement of patents;

16.2.2 Cost of work performed by Utility that was necessitated by Licensee's failure, or the failure of Licensee's officers, directors, employees, agents or contractors, to install, maintain, use, transfer, or remove Licensee's Communications Facilities in accordance with the requirements and specifications of this Agreement, or from any other work this Agreement authorizes Utility to perform on Licensee's behalf;

16.2.3 Damage to property, injury to or death of any person arising out of the performance or nonperformance of any work or obligation undertaken by Licensee, or Licensee's officers, directors, employees, agents, or contractors, pursuant to this Agreement;

16.2.4 Liabilities incurred as a result of Licensee's violation, or a violation by Licensee's officers, directors, employees, agents, or contractors, of any law, rule, or regulation of the United States, any State, or any other governmental entity or administrative agency.

16.3 Environmental Hazards. Licensee represents and warrants that its use of Utility's Poles will not generate any Hazardous Substances, that it will not store or dispose on or about Utility's Poles or transport to Utility's Poles any hazardous substances and that Licensee's Communications Facilities will not constitute or contain and will not generate any hazardous substance in violation of federal, state, or local law now or hereafter in effect, including any amendments. "Hazardous Substance" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, dangerous radio frequency radiation, or other similar terms by any federal, state, or local laws, regulations or rules now or hereafter in effect, including any amendments. Licensee further represents and warrants that in the event of breakage, leakage, incineration, or other disaster, its Communications Facilities would not release any Hazardous Substances. Licensee and its agents, contractors, and subcontractors shall defend, indemnify, and hold harmless Utility and its respective officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, punitive damages, or expenses (including reasonable attorney's fees and all other costs and expenses of litigation) arising from or due to the release, threatened release, storage, or discovery of any Hazardous Substances on, under, or adjacent to Utility's Poles attributable to Licensee's use of Utility's Poles.

Should Utility's Poles be declared to contain Hazardous Substances, Utility, Licensee, and all Attaching Entities shall share proportionately in the cost of disposal of the affected Poles based on each entity's individual percentage use of same. For Attaching Entities, such percentage shall be derived from the sum of space occupied by each Attaching Entity plus its share of the common space, including the NESC safety space. For Utility, such percentage shall be equal to the space above the NESC safety space plus its share of the common Space. If the source or presence of the Hazardous Substance is solely attributable to particular parties, such costs shall be borne solely by those parties.

16.4 Municipal Liability Limits. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by Utility of any applicable State limits on municipal liability or governmental immunity. No indemnification provision contained in this Agreement under which Licensee indemnifies Utility shall be construed in any way to limit any other indemnification provision contained in this Agreement.

16.5 If Utility brings a successful action in a court of competent jurisdiction to enforce this Agreement, Licensee shall pay Utility's reasonable attorney's fees.

Article 17—Duties, Responsibilities, and Exculpation

- 17.1 **Duty to Inspect.** Licensee acknowledges and agrees that Utility does not warrant the condition or safety of Utility's Facilities, or the premises surrounding the Facilities, and Licensee further acknowledges and agrees that it has an obligation to inspect Utility's Poles and/or premises surrounding the Poles, prior to commencing any work on Utility's Poles or entering the premises surrounding such Poles.
- 17.2 **Knowledge of Work Conditions.** By executing this Agreement, Licensee warrants that it has acquainted, or will fully acquaint, itself and its employees and/or contractors and agents with the conditions relating to the work that Licensee will undertake under this Agreement and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.
- 17.3 **DISCLAIMER.** UTILITY MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO UTILITY'S POLES, ALL OF WHICH ARE HEREBY DISCLAIMED, AND UTILITY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH IN THIS AGREEMENT. UTILITY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 17.4 **Duty of Competent Supervision and Performance.** The parties further understand and agree that, in the performance of work under this Agreement, Licensee and its agents, employees, contractors, and subcontractors will work near electrically energized lines, transformers, or other Utility Facilities. The parties understand and intend that energy generated, stored, or transported by Utility Facilities will not be interrupted during the continuance of this Agreement, except in emergencies endangering life or threatening grave personal injury or property. Licensee shall ensure that its employees, agents, contractors, and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, agents, contractors, and subcontractors; employees, agents, contractors, and subcontractors of Utility; and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, Licensee shall furnish its employees, agents, contractors, and subcontractors competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner. Licensee agrees that in emergency situations in which it may be necessary to de-energize any part of Utility's equipment, Licensee shall ensure that work is suspended until the equipment has been de-energized and that no such work is conducted unless and until the equipment is made safe.

- 17.5 **Requests to De-energize.** If Utility de-energizes any equipment or line at Licensee's request and for its benefit and convenience in performing a particular segment of any work, Licensee shall reimburse Utility in accordance with Paragraph 3.9, for all costs and expenses that Utility incurs in complying with Licensee's request. Before Utility de-energizes any equipment or line, it shall provide, upon request, an estimate of all costs and expenses to be incurred in accommodating Licensee's request.
- 17.6 **Interruption of Service.** If Licensee causes an interruption of service by damaging or interfering with any equipment of Utility, Licensee shall, at its own expense, immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting therefrom and shall notify Utility immediately.
- 17.7 **Duty to Inform.** Licensee further warrants that it understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION) inherent in the work necessary to make installations on Utility's Poles by Licensee's employees, agents, contractors, or subcontractors, and Licensee accepts the duty and sole responsibility to notify and inform Licensee's employees, agents, contractors, or subcontractors of such dangers, and to keep them informed regarding same.

Article 18—Insurance

- 18.1 **Policies Required.** At all times during the term of this Agreement, Licensee shall keep in force and effect all insurance policies as described below. These insurance requirements shall extend to all agents, contractors, subcontractors or others working on behalf of the Licensee in performing any and all work contemplated under this Agreement:
- 18.1.1 **Workers' Compensation and Employers' Liability Insurance.** Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than that required by Oklahoma law at the time of the application of this provision for each accident. This policy shall be endorsed to include a waiver of subrogation in favor of Utility. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.
- 18.1.2 **Commercial General Liability Insurance.** Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, and independent contractor's coverage.

- 18.1.3 **Automobile Liability Insurance.** Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles.
- 18.1.4 **Umbrella Liability Insurance.** Coverage is to be in excess of the sum employers' liability, commercial general liability, and automobile liability insurance required above.
- 18.1.5 **Property Insurance.** Each party will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and utility structures, fencing, or support systems that may be placed on, within, or around Utility Facilities to fully protect against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance or self-insure such exposures.
- 18.2 **Qualification; Priority; Contractors' Coverage.** The insurer must be authorized to do business under the laws of the State of Oklahoma and have an "A" or better rating in Best's Guide. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Licensee shall carry, in full force and effect, workers' compensation and employers' liability, comprehensive general liability, and automobile liability insurance coverages of the type that Licensee is required to obtain under this Article 18 with the same limits.
- 18.3 **Certificate of Insurance; Other Requirements.** Prior to the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, Licensee will furnish Utility with a certificate of insurance ("Certificate") and, upon request, certified copies of the required insurance policies. The Certificate shall reference this Agreement and workers' compensation and property insurance waivers of subrogation required by this Agreement. Utility shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement. Utility, its council members, board members, commissioners, agencies, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the policies, except workers' compensation, which shall be so stated on the Certificate of Insurance. All policies, other than workers' compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles, not to exceed \$100,000, or such greater amount as expressly allowed in writing by Utility. Licensee shall defend, indemnify and hold harmless Utility and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Licensee shall obtain

Certificates from its agents, contractors, and their subcontractors and provide a copy of such Certificates to Utility upon request.

- 18.4 Limits.** The minimum limits of liability for policies required by this Article shall be provided to Licensee by Utility. The limits of liability may be increased or decreased as required by Utility in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans, or laws that would materially increase or decrease Licensee's exposure to risk.
- 18.5 Prohibited Exclusions.** No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that:
- (1) exclude coverage of liability assumed by this Agreement with Utility except as to infringement of patents or copyrights or for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage for injuries to Utility's employees or agents, or (4) exclude coverage of liability for injuries or damages caused by Licensee's contractors or the contractors' employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.
- 18.6 Deductible/Self-insurance Retention Amounts.** Licensee shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

Article 19—Authorization Not Exclusive

Utility shall have the right to grant, renew, and extend rights and privileges to others not party to this Agreement by contract or otherwise, to use Utility Facilities covered by this Agreement. Such rights shall not interfere with the rights granted to Licensee by the specific Permits issued pursuant to this Agreement.

Article 20—Assignment

- 20.1 Limitations on Assignment.** Licensee shall not assign its rights or obligations under this Agreement, nor any part of such rights or obligations, without the prior written consent of Utility, which consent shall not be unreasonably withheld.
- 20.2 Obligations of Assignee/Transferee and Licensee.** No assignment or transfer under this Article 20 shall be allowed until the assignee or transferee becomes a signatory to this Agreement and assumes all obligations of Licensee arising under this Agreement. Licensee shall furnish Utility with prior written notice of the transfer or assignment, together with the name and address of the transferee or assignee. Notwithstanding any assignment or transfer, Licensee shall remain fully liable under this Agreement and shall not be released from performing any of the

terms, covenants, or conditions of this Agreement without the express written consent to the release of Licensee by Utility.

- 20.3 Sub-licensing.** Without Utility's prior written consent, Licensee shall not sub-license or lease to any third party, including but not limited to, allowing third parties to place Attachments on Utility's Facilities, including Overlapping, or to place Attachments for the benefit of such third parties on Utility's Poles. Any such action shall constitute a material breach of this Agreement. The use of Licensee's Communications Facilities by third parties (including but not limited to leases of dark fiber) that involves no additional Attachment or Overlapping is not subject to this Paragraph 20.3.

Article 21—Failure to Enforce

Failure of Utility or Licensee to take action to enforce compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect until terminated, in accordance with this Agreement.

Article 22— Issue Resolution Process

- 22.1 Dispute Resolution.** Except for an action seeking a temporary restraining order or an injunction or to compel compliance with this dispute resolution procedure, the parties can invoke the dispute resolution procedures in this Article at any time to resolve a controversy, claim, or breach arising under this Agreement. Each party will bear its own costs for dispute resolution activity.
- 22.2 Initial Meeting.** At either party's written request, each party will designate knowledgeable, responsible, senior representatives to meet and negotiate in good faith to resolve a dispute. The representatives will have discretion to decide the format, frequency, duration, and conclusion of these discussions. The parties will conduct any meeting in-person or via conference call, as reasonably appropriate.
- 22.3 Executive Meeting.** If ninety (90) days after the first in-person meeting of the senior representatives, the parties have not resolved the dispute to their mutual satisfaction, each party will designate executive representatives at the director level or above to meet and negotiate in good faith to resolve the dispute. To facilitate the negotiations, the parties may agree in writing to use mediation.
- 22.4 Unresolved Dispute.** If after sixty (60) days from the first executive-level, in-person meeting, the parties have not resolved the dispute to their mutual satisfaction; either party may invoke any legal means available to resolve the dispute, including enforcement of the default and termination procedures set out in Article 24.

- 22.5 Confidential Settlement.** Unless the parties otherwise agree in writing, communication between the parties under this Article will be treated as confidential information developed for settlement purposes, exempt from discovery and inadmissible in litigation.
- 22.6 Business as Usual.** During any dispute resolution procedure or lawsuit, the Utilities will continue providing services to each other and performing their obligations under this Agreement.

Article 23—Termination of Agreement

- 23** Utility shall have the right, pursuant to the procedures set out in this Article 23, to terminate this entire Agreement, or any Permit issued under it, whenever Licensee is in default of any material term or condition of this Agreement, including, but not limited to, the following circumstances:
- 23.1.1** Construction, operation, or maintenance of Licensee’s Communications Facilities in violation of law, or in aid of any unlawful act or undertaking; or
 - 23.1.2** Construction, operation, or maintenance of Licensee’s Communications Facilities after any authorization required of Licensee has lawfully been denied or revoked by any governmental authority or any private holder of easements or other rights, or violation of any other agreement with Utility; or
 - 23.1.3** Construction, operation, or maintenance of Licensee’s Communications Facilities without the insurance coverage required under Article 18.
- 23.2** Utility will notify Licensee in writing of any defaults by Licensee under this Agreement. Licensee shall take immediate corrective action to eliminate any such defaults within fifteen (15) calendar days, or such longer period as the parties may agree, and shall confirm in writing to Utility that the cited condition or conditions have ceased or been corrected, or are in the process of being corrected.
- 23.3** If Licensee contests the existence of the default, it may invoke the dispute resolution procedures of Article 22.
- 23.4** If the parties are unable to resolve the dispute and Licensee fails to discontinue or correct a default in a timely manner or fails to give the required confirmation, Utility may immediately terminate this Agreement or any Permit(s) granted under it. In the event of termination of this Agreement or any of Licensee’s rights, privileges, or authorizations, Utility may seek removal of Licensee’s Communications Facilities pursuant to the terms of Article 11, from any or all of

Utility's Poles. In such instance, Licensee shall remain liable to Utility for all fees and charges accrued pursuant to the terms of this Agreement.

Article 24—Term of Agreement

- 24.1 This Agreement shall become effective upon its execution and, if not terminated in accordance with other provisions of this Agreement, shall continue in effect for a term of five (5) years and, unless terminated by either party, agreement may be renewed for one (1) additional five (5) year term by mutual assent of the parties. Either party may terminate this Agreement at the end of the initial term by giving written notice of intent to terminate the Agreement at the end of the term. Such a notice must be given least ninety (90) calendar days prior to the end of the then-current term.
- 24.2 Even after the termination of this Agreement, Licensee's indemnity obligations shall continue with respect to any claims or demands related to Licensee's Communications Facilities, as provided for in Article 16.

Article 25—Amending Agreement

This Agreement shall not be amended, changed, or altered except in writing and with approval by authorized representatives of both parties.

Article 26—Notices

- 26.1 Wherever in this Agreement notice is required to be given by either party to the other, such notice shall be in writing and shall be effective when personally delivered to, or when mailed by certified mail with return receipt requested, with postage prepaid, and except where specifically provided for elsewhere, properly addressed as follows:

If to Utility, at: ATTN: City Clerk

723 S Lewis St., Stillwater, OK 74074

If to Licensee, at: _____

or to such other address as either party, from time to time, may give the other party in writing.

- 26.2 The above notwithstanding the parties may agree to utilize electronic communications such as email for notifications related to the Permits application and approval process and necessary transfer or pole modifications.
- 26.3 Licensee shall maintain a staffed 24-hour emergency telephone number, not available to the general public, where Utility can contact Licensee to report damage to Licensee's facilities or other situations requiring immediate communications

between the parties. Such contact person shall be qualified and able to respond to Utility's concerns and requests.

Article 27—Entire Agreement

This Agreement and its appendices constitute the entire agreement between the parties concerning attachments of Licensee's Communications Facilities on Utility's Poles within the geographical service area covered by this Agreement. Unless otherwise expressly stated in this Agreement, all previous agreements, whether written or oral, between Utility and Licensee are superseded and of no further effect.

Article 28 -- Severability

If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either party, such provision shall not render unenforceable this entire Agreement. Rather, the parties intend that the remaining provisions shall be administered as if the Agreement did not include the invalid provision.

Article 29 —Governing Law

All matters relating to this Agreement shall be governed by the laws (without reference to choice of law) of the State of Oklahoma.

Article 30—Incorporation of Recitals and Appendices

The recitals stated above and all appendices to this Agreement are incorporated into and constitute part of this Agreement.

Article 31—Performance Bond

On execution of this Agreement, Licensee shall provide to Utility a performance bond or letter of credit in an amount of (\$1000 per Small Wireless Facility). The bond shall be with an entity and in a form acceptable to Utility. The purpose of the bond is to ensure Licensee's performance of all of its obligations under this Agreement and for the payment by Licensee of any claims, liens, taxes, liquidated damages, penalties, and fees due to Utility that arise by reason of the construction, operation, maintenance, or removal of Licensee's Communications Facilities on or about Utility's Poles.

Article 32—*Force Majeure*

32.1 If either Utility or Licensee is prevented or delayed from fulfilling any term or provision of this Agreement by reason of fire, flood, earthquake, or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of equipment of vendor, or any other such cause not attributable to the negligence or fault of the party delayed in performing the acts required by the Agreement, then performance of such acts shall be excused for the period of the unavoidable delay, and the affected party

shall endeavor to remove or overcome such inability as soon as reasonably possible.

- 32.2 Utility shall not impose any charges on Licensee stemming solely from Licensee's inability to perform required acts during a period of unavoidable delay as described in Paragraph 32.1, provided that Licensee present Utility with a written description of such force majeure within a reasonable time after occurrence of the event or cause relied on, and further provided that this provision shall not operate to excuse Licensee from the timely payment of any fees or charges due Utility under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

(UTILITY)

(LICENSEE)

BY: _____

BY: Julie Brooks

Title: _____

Title: CFO

UTILITY

STATE OF OKLAHOMA

: ss

County of Payne

I, the undersigned, a Notary Public in and for the State of Oklahoma, hereby certify that on the ____ day of _____, 2____, personally appeared before me [NAME] _____, [TITLE] _____ to me known to be the individual described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year above written.

Notary Public in and for the
State of Oklahoma, residing at
_____, Oklahoma

LICENSEE

STATE OF [INSERT STATE]

Colorado

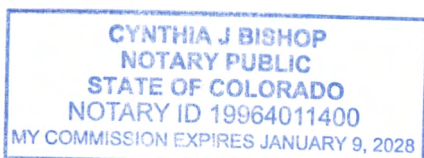
: ss

County of Denver

I, the undersigned, a Notary Public in and for the State of Colorado, hereby certify that on the 5th day of June, 2024, personally appeared before me [NAME] Julie Smoots, [TITLE] CFO to me known to be the individual described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year above written.

Cynthia J Bishop



Notary Public in and for the
State of Colorado, residing at

Part Two – Appendices and Drawings

APPENDIX A— Fees and Charges

Pole Attachment Fees and Charges

Effective Date / /

1. Annual Pole Attachment Rate(s):

Occupancy Rate: \$20.00 per small wireless facility/per year

Collocation (Attachment) Rate: \$20.00 per pole/per year

2. Non-Recurring Fees:

One-time License Agreement Fee \$350.00

Permit Application Fee \$200.00 per Permit Application
(1-5 Attachments)

Permit Application Fee \$100.00 per Permit Application
(6 -25 Attachments)

Make Ready Work Charges See Article 3 of Agreement

Miscellaneous Charges See Article 3 of Agreement [or
Attach Fee Schedule for Work
Performed for the Licensee]

Inspection Fees..... See Article 3 of Agreement

3. Unauthorized Attachment Penalty Fee:

5 x annual collocation (attachment) rate, per occurrence.

4. Failure To Timely Transfer, Abandon, or Remove Facilities Penalty:

1/5 annual attachment fee per day, per pole, first 30 days; after the initial
30 days the penalty shall be equal to the annual collocation (attachment)
rate per day, per pole.

NOTE: The Utility may increase the fees and rates it adopts under this appendix by ten percent (10%) every five (5) years rounded to the nearest dollar.

APPENDIX B—Pole Attachment

Permit Application Process

The following procedure is to be followed by each Licensee seeking to make new Attachments on Utility's Poles, or overlash to existing pole tenant facilities on Utility's Poles. Note that no entity may make any Attachments to Utility's Poles or overlash to existing pole tenant facilities on Utility's Poles without having first entered into a binding Pole Attachment Licensing Agreement with Utility. Third parties seeking to overlash to an existing pole tenant facility must also have a written overlash agreement with the pole tenant to be overlash. The overlash agreement must be provided to the Utility at the time of application.

1. Licensee shall submit a written request to perform a Pre-Construction Inspection. The request must include a preliminary route description. Licensee shall have a professional engineer or utility-approved employee or contractor, participate in a Pre-Construction Inspection, which will include a review of the proposed Attachment(s) to determine the feasibility of the request and identify any potential Make-Ready Work. Appendix F to this Agreement contains the minimum design review information that an applicant must provide and a worksheet for determining the minimum specifications that the proposed Attachment must meet.
2. Following the Pre-Construction Inspection, Licensee shall submit a completed Permit Application (Appendix C) that includes: route map, information required in Appendix F, installation plans, recommendations on Make-Ready Work, and a pole-loading analysis stamped by a professional engineer. Licensee shall prepare the Permit Application in adherence with the Applicable Standards (Section 1.2 of Agreement) and specifications (Appendix D).
3. At the Licensee's expense, the Utility will review the recommendations from the inspection and the pole-loading analysis, and discuss any issues with the Licensee.
4. Upon receipt of written authorization, Utility will proceed with Make-Ready Work according to the specific agreed-upon installation plans and the terms of the Agreement, including payment for the Make-Ready Work charges as set out by Utility and agreed to by the Licensee.
5. Upon completion of the Make-Ready Work, the Utility will *sign* and return the Application for Permit authorizing the Licensee to make its Attachment(s) in accordance with agreed-upon installation plans.

6. Unless waived in writing by the Utility, the Licensee's professional engineer, utility-approved employee, or contractor shall submit written certification that he/she has completed the Post-Construction Inspection and that the installation was done in accordance with the provisions of the Permit. The Post-Construction Inspection shall be submitted within ninety (90) calendar days after installation is complete. The Utility will verify the inspection by means that it deems to be reasonable.

APPENDIX C - Application for Permit

Application Date: 6 / 3 / 24

To: Stillwater Utilities Authority
Attn: Electric Engineering
411 E 3rd Ave
Stillwater, OK 74074

Desire to: Attach to Utility Pole(s)

Remove Attachment from Utility Pole(s)

Overlash to existing facility attached to Utility Pole(s)

Permit No.

Occupancy Permit No.

Number of Poles this permit 9 Sheet 1 of 1

Licensee Name: Bluepeak

Address:

Contact Person: Matt Lanza Phone 331 431 8226

Title: Sr. PM of Aerial D&E

Utility Contact Person: Vernon Hall Phone 405 742 8367

Title: Power Distrobution Engineering Specialist

Narrative Description of proposed activity: Aerial Strand attachment for Fiber Optics

Application for Permit

In accordance with the terms and conditions of the Pole Attachment Licensing Agreement dated _____, application is hereby made for a Permit to attach to and/or vacate Pole(s) in the locations detailed on the attached Route Map(s). Also, attached is documentation as required by Appendix F of the Agreement. If applicable, the engineer's name, this State's registration number, and phone number are:

Name: _____ Phone: _____

Registration #: _____

Permission is hereby granted to Licensee to attach and/or vacate poles listed on the attached Field Data Summary Sheets, subject to payment of the necessary Make-Ready Work charges as set out by Utility and agreed to by the Licensee.

SUBMITTED:

APPROVED:

Licensee Bluepeak Utility _____

By Matt Lanza By _____

Title Sr. PM of Aerial D&E Title _____

Date 3/25/24 Date _____

Inspection required

APPENDIX D - Specifications for Licensee's Attachments to Utility Poles

Licensee, when making Attachments to Utility Poles, will adhere to the following engineering and construction practices.

- A. All Attachments shall be made in accordance with the Applicable Standards, as defined in Paragraph 1.2 of this Agreement.

B. Clearances

1. **Attachment and Cable Clearances:** Licensee's Attachments on Utility Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts and other equipment, must be attached so as to maintain the minimum separations specified in the National Electrical Safety Code ("NESC") and in drawings and specifications Utility may from time to time furnish Licensee. (See Drawings A-01 to A-99.)

Note: Attachments shall only be placed within the communication space as defined in the NESC.

2. **Service Drop Clearance:** From the pole to the home building the parallel minimum separation between Utility's service drops and communications service drops shall be twelve (12) inches, per NESC 235C1b (exception 3), (see drawing A-5)
3. All other drop clearances at the midspan must conform to NESC table 235-6.

Sag and Mid-Span Clearances: Licensee will be particularly careful to leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are: (a) achieved at poles located on both ends of the span; and (b) retained throughout the span. At mid-span, a minimum of twelve (12) inches of separation must be maintained between all telecommunication cables that meet NESC rule 230E1 (includes common phone, CATV, and fiber optic cables lashed to an effectively grounded messenger strand, or self-supporting cables).

NESC table 235-6 requires:

- 12" from neutral (by exception #16)
- 30" from supply lines carrying 0 to 8.7 kV (secondary)
- 30" plus 0.4" per kV in excess of 8.7 (primary)

4. **Vertical Risers:** All Risers, including those providing 120/240 volt power for Licensee's equipment enclosure, shall be placed on the quarter faces of the Pole and must be installed in conduit with weatherhead (if possible), attached to the Pole with stand-off brackets. A two (2) inch clearance in any direction from cable, bolts, clamps, metal supports, and other equipment shall be maintained. (*See Drawings A-02 and A-04.*)
5. **Climbing Space:** A clear Climbing Space must be maintained at all times on the face of the Pole. All Attachments must be placed so as to allow and maintain a clear and proper Climbing Space on the face of the Utility Pole. Licensee's cable/wire Attachments shall be placed on the same side of the Pole as those of other Attaching Entities. In general, all other Attachments and Risers should be placed on Pole quarter faces. (*See Drawing A-09.*)
6. **Pedestals and Enclosures:** Every effort should be made to install Pedestals, vaults and/or Enclosures at a minimum of ten (10) feet from Poles or other Utility Facilities, or the distance specified by the utility, whichever is greater.

C. Down Guys and Anchors

1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on the Utility's Poles by Licensee's Attachments. Anchors must be guyed adequately.
2. Anchors and guy wires must be installed on each Utility Pole where an angle or a dead-end occurs. Licensee shall make guy attachments to Poles at or below its cable Attachment. No proposed anchor can be within four (4) feet of an existing anchor without written consent of Utility.
3. Licensee may not attach guy wires to the anchors of Utility or third-party user without the anchor owner's specific prior written consent.
4. No Attachment may be installed on a Utility Pole until all required guys and anchors are installed. No Attachment may be modified, added to, or relocated in such a way as will materially increase the stress or loading on Utility Poles until all required guys and anchors are installed.
5. Licensee's down guys, if needed, shall be bonded, to the vertical ground wires of Utility's Pole, in accordance to NESC rule 92C. If there is no vertical ground present at the pole, the connections to the system neutral are to be made by the utility as an item of Make-Ready Work. Utility will determine if guys should be grounded or insulated.

D. Certification of Licensee's Design

1. Licensee's Attachment Permit application must be signed and sealed by a professional engineer, registered in the [State], certifying that Licensee's aerial cable design fully complies with the NESC and Utility's Construction Standards and any other applicable federal, state or local codes and/or requirements.
2. This certification shall include the confirmation that the design is in accordance with pole strength requirements of the NESC, taking into account the effects of Utility's Facilities and other Attaching Entities' facilities that exist on the Poles without regard to the condition of the existing facilities.

E. Miscellaneous Requirements

1. **Cable Bonding:** Licensee's messenger cable shall be bonded according to NESC rule 92C1 as a minimum, or at every pole with a vertical ground, as determined by the utility. If no ground exists on a pole to be bonded, Licensee shall install a Pole ground in accordance with the attached detail drawing. (*See Drawings A-03 to A-04.*)
2. **Customer Premises:** Licensee's service drop into customer premises shall be protected as required by the most current edition of the NEC.
3. **Communication Cables:** All Communications cables/wires not owned by Utility shall be attached within the Communications space that is located 40 inches below the lowest Utility conductors. (*See Drawings A-01 through A-11.*)
4. **Riser Installations:** All Licensee's Riser installations shall be in utility-approved conduit materials and placed on stand-off brackets. Ground wires may be attached directly to Pole. (*See Drawings A-02 to A-04.*)
5. **Tagging:** All Licensee's cables shall be identified with a band-type communications cable tag or other identification acceptable to Utility at each Attachment within twelve (12) inches of the Pole. The communications tag shall be consistent with communication industry standards and shall include at least the following: Licensee name, emergency contact number, and cable type. At the discretion of Utility, Tags shall be color-coded to permit identification of Attaching Entity by observation from the ground.

F. Utility Construction Drawings and Specifications

1. Refer to the attached Utility Construction Drawings, and obtain additional construction specifications from Utility in accordance with its requirements.

2. Apply the Utility's construction drawings and specifications in accordance with the NESC, NEC, and any other federal, state, or local code requirements.

APPENDIX E - Distribution Line Minimum Design Review Information and Suggested Worksheet

The following guidelines are provided, and corresponding information must be submitted with each Permit application for Pole Attachments on Utility's system. Utility may direct that certain Attachments do not require the submittal of Design Review Information. These Attachments are noted at the end of this section.

Each Permit application must include a report from a professional engineer registered to practice in the State of Oklahoma, and experienced in electric utility system design, or a utility-approved employee or contractor of Licensee. This report must clearly identify the proposed construction and must verify that the Attachments proposed will maintain Utility's compliance with NESC Class B construction for the loading district as outlined in the NESC Section 25.

Utility may or may not require that all of the following information be submitted at the time of the Permit application. The applicant shall have performed all required calculations and be ready to provide the detailed information below within fifteen (15) calendar days of notice. Applicant shall keep copies of the engineering data available for a period of twenty (20) years.

In determining compliance, the following minimum conditions shall be used in the calculations for pole strength:

1. All single-phase lines shall be assumed to have been reconductored to 477 ACSR 26/7, code name Hawk conductor for both phase and neutral. If a larger conductor size exists, the larger size shall be used in the calculations.
2. All three-phase lines shall be assumed to have been to 477 ACSR 26/7, code name Hawk conductor for three (3) phases and neutral. If existing conductors are larger than 4/0 AWG ACSR, the larger size shall be used in the calculations.
3. All pole lines shall assume a secondary service conductor, installed from pole to pole, of #4/0 AWG triplex cable, with an ACSR messenger.
4. For pole strength calculations, all poles shall be as they actually exist, or be considered Class 4 for calculations.
5. All line angles or dead ends shall be guyed and anchored. Transverse pole strength shall not be assigned to attaching pole users for line angles, *i.e.*, pole should be viewed as being void of other cables, conductors, wires, or guys and considering only the applicant's wires/cables for guying calculations.
6. Points of attachment shall be as they actually exist on the poles.

7. For a Utility-approved joint use of anchors, the Licensee shall utilize guy insulators in its guys.
8. Lessee shall comply with any NESC and/or Utility safety factors, whichever are more conservative, in their designs. The engineer for the Permit applicant shall provide for each application the following confirmations:

Required permits that have been obtained (insert n/a if not applicable):

- ☐ (y/n) U.S. Corp of Engineers.
- ☐ (y/n) Highway state, county, city.
- ☐ (y/n) Railroad.
- ☐ (y/n) Local zoning boards, town boards, etc.
- ☐ (y/n) Joint-use permits, if required.
- ☐ (y/n) Notified other pole users of contacts or crossings.

Confirm that you have:

- ☐ (y/n) Obtained appropriate franchise(s).
- ☐ (y/n) Obtained pole/anchor easements from landowners.
- ☐ (y/n) Obtained crossing and overhang permits.
- ☐ (y/n) Obtained permit to survey R'W.
- ☐ (y/n) Completed State of Oklahoma Department of Transportation requirements.
- ☐ (y/n) Placed permit number on plans.
- ☐ (y/n) Complied with Underground Facility Location requirements.
- ☐ (y/n) Included sag tension data on proposed cable.

Calculations are based upon the latest edition of the NESC and the latest editions of the requirements of the State of Oklahoma.

It is Licensee's responsibility to obtain all necessary permits and provide the Utility with a copy of each.

The engineer for the Permit applicant shall provide for each Pole(s) the following information:

Project ID _____

Pole number _____ [if pole tag missing, contact Utility]

Pole class _____ [existing—*i.e.*, 4, 3, 2...]

Pole size _____ [existing—*i.e.*, 35, 40...]

Pole type _____ [Southern Yellow Pine, Douglas Fir...]

Pole fore span _____ [feet]

Pole fore span direction _____ [degrees from Magnetic North]

Pole back span _____ [feet]

Pole back span direction _____ [degrees from Magnetic North]

Calculated bending

moment at ground level _____ [ft-lbs]

Existing:

Power phase condition _____ quantity of _____ AWG/MCM
_____ CU/AA/ACSR @ _____ feet above ground line

Power neutral condition _____ quantity of _____ AWG/MCM
_____ CU/AA/ACSR @ _____ feet above ground line

Power sec condition _____ quantity of _____ AWG/MCM
_____ CU/AA/ACSR @ _____ feet above ground line

Power service #1 _____ qty of _____ size @ _____ ft above ground line
@ _____ ° _____ ' _____ "

Power service #2 _____ qty of _____ size @ _____ ft above ground line
@ _____ ° _____ ' _____ "

Power service #3 _____ qty of _____ size @ _____ ft above ground line
@ _____ ° _____ ' _____ "

Telco #1 cables _____ qty of _____ dia @ _____ ft above ground line

Telco service #1 _____ qty of _____ size @ _____ ft above ground line

@ _____ ° _____ ' _____ "

Telco service #2 _____ qty of _____ size @ _____ ft above ground line

@ _____ ° _____ ' _____ "

CATV #2 cables _____ qty of _____ dia @ _____ ft above ground line

CATV service #1 _____ qty of _____ size @ _____ ft above ground line

@ _____ ° _____ ' _____ "

CATV service #2 _____ qty of _____ size @ _____ ft above ground line

@ _____ ° _____ ' _____ "

User #3 cables _____ qty of _____ dia @ _____ ft above ground line

User #4 cables _____ qty of _____ dia @ _____ ft above ground line

User #5 cables _____ qty of _____ dia @ _____ ft above ground line

User #6 cables _____ qty of _____ dia @ _____ ft above ground line

Equipment #1 type _____ qty of _____ size @ _____ ft above ground line

Equipment #1 type _____ qty of _____ size @ _____ ft above ground line

Equipment #1 type _____ qty of _____ size @ _____ ft above ground line

Equipment #1 type _____ qty of _____ size @ _____ ft above ground line

Proposed:

Proposed cables _____ qty of _____ dia @ _____ ft above ground line

fore and back span direction _____ ° _____ ' _____ ", _____ ° _____ ' _____ "

Proposed cables _____ qty of _____ dia @ _____ ft above ground line

fore and back span direction _____ ° _____ ' _____ ", _____ ° _____ ' _____ "

Equipment #1 type _____ qty of _____ size @ _____ ft above ground line

Equipment #2 type _____ qty of _____ size @ _____ ft above ground line

AGL = Above Ground Level

The minimum vertical clearance under all loading conditions measured from the proposed cable to ground level on each conductor span shall be stated above. Variations in topography resulting in ground elevation changes shall be considered when stating the minimum vertical clearance within a given span.

Calculated pole bending moment at ground level: _____ [ft-lbs]

Pole breaking bending moment at ground level: _____ [ft-lbs]

Calculated transverse safety factor: _____ [ratio should be greater than 1.00]

Proposed loading data [provide similar data for each cable proposed]:

A. Weight data (cable and messenger)—

1. Vertical weight, bare = _____ [# /ft]

B. Tension data (final tensions on messenger)—

1. NESC maximum load for area of construction: _____ [lbs]

2. 60° F, NO wind: _____ [lbs]

Permit applicant's engineer shall provide for each transverse guy, or dead end to which guys and/or anchors are attached, the following information:

Pole number

Calculated cable messenger tension under

NESC maximum loading conditions _____ [lbs]

If connection is:

A dead end, is it a single or double? _____ [S, D]

A change in tension, what is change? _____ [lbs]

A line angle, what is angle change? _____ [degrees]

What is tension change at angle? _____ [lbs]

For each dead end:

Point of attachment for guy hook _____ [feet AGL]

Anchor distance from pole _____ [feet]

Calculated guy tension _____ [lbs]

Rated guy working strength _____ [lbs]

For each change in tension:

Point of attachment for guy hook _____ [feet AGL]

Anchor distance from pole _____ [feet]

Calculated guy tension _____ [lbs]

Rated guy working strength _____ [lbs]

For each line angle:

Point of attachment for guy hook _____ [feet AGL]

Anchor distance from pole _____ [feet]

Calculated guy tension _____ [lbs]

Rated guy working strength _____ [lbs]

For each anchor:

Anchor distance to nearest anchor _____ [feet]

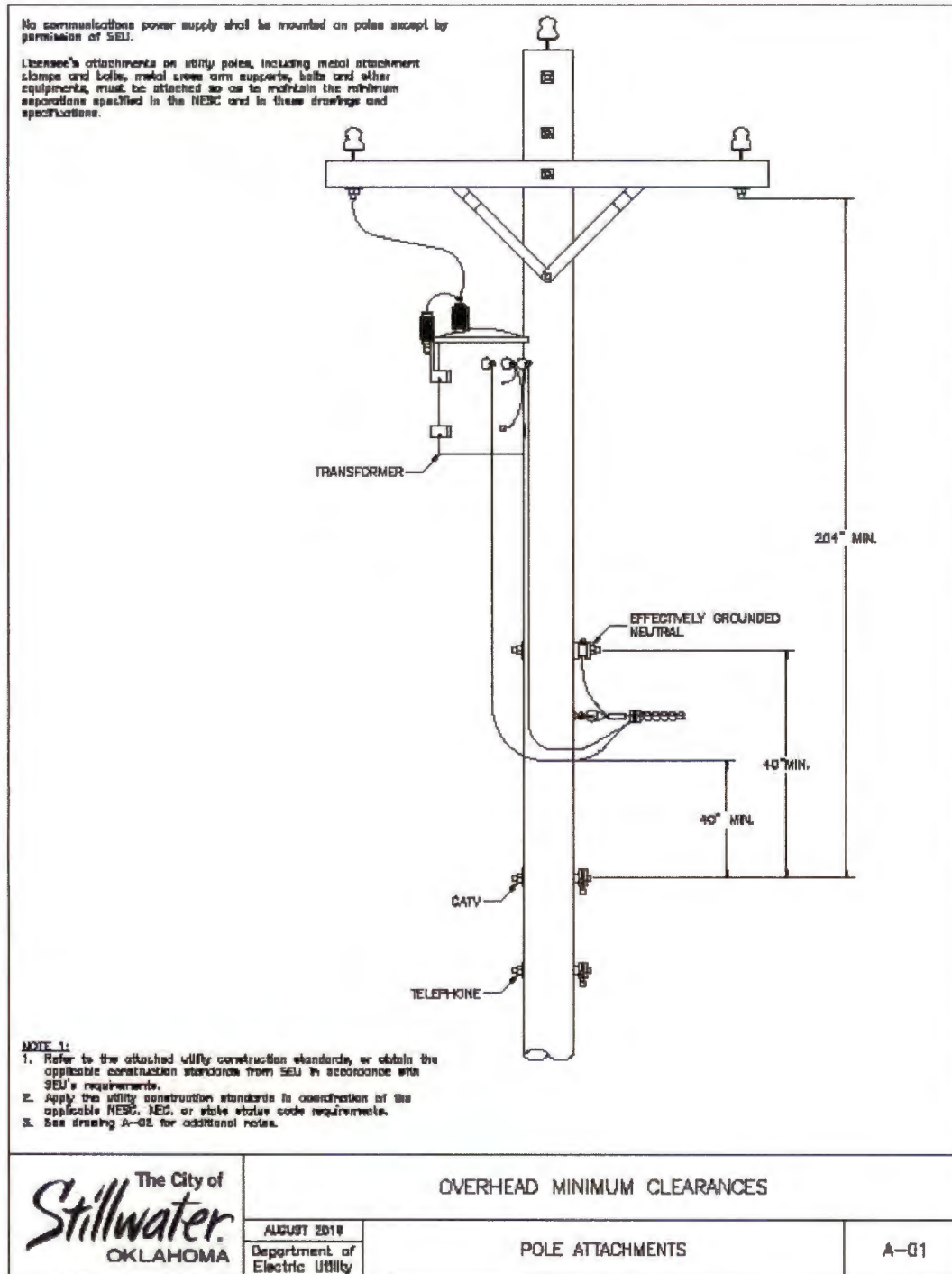
Calculated anchor tension _____ [lbs]

Rated anchor strength _____ [lbs]

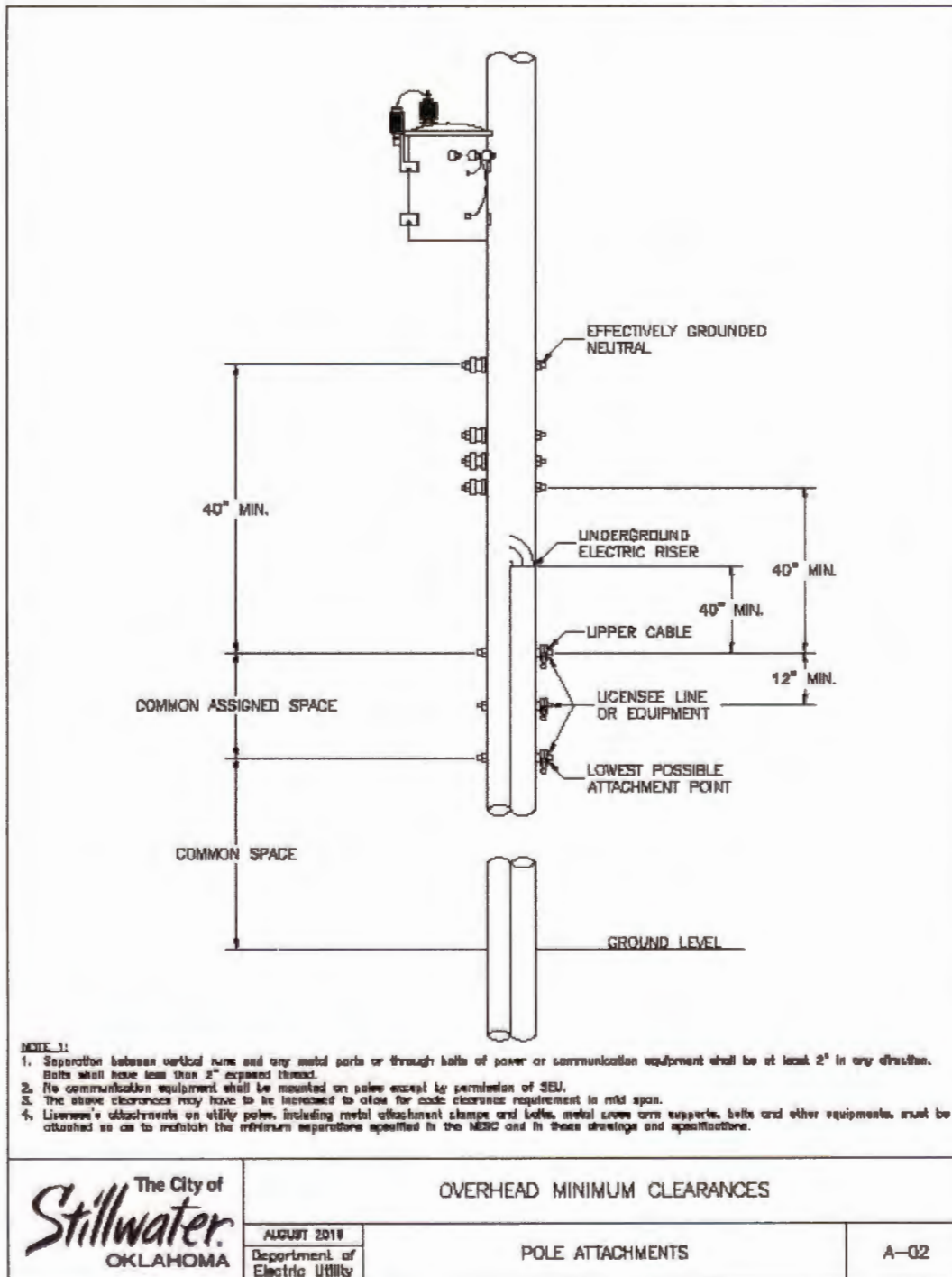
APPENDIX F - Field Data Summary Sheet Instructions

<u>Column</u>	<u>Instructions</u>
Utility Pole Number	If a Pole stencil is not in place, it may be left for Utility if the accompanying sketch is adequate to determine the Location.
Communication Company's	This must correspond with the plan sheet or
Plan Sheet Pole Number	Pole Sketch Pole identification number.
Pole Height and Class.....	List the present Pole height and class and list the proposed Pole height and class if it is necessary for Utility to replace the Pole for clearance, etc.
Guy Attachments.....	All unbalanced loading on Poles must be guyed. Attachments to Utility's anchors will not be allowed.
Attachment Height.....	Communications Company attachment height above ground level. List guy lead in feet.
Inches Below Utility	The number of inches Communications Company is to be attached below Utility while maintaining clearance as required in Item #4.
Span Length	List the back span length for each attachment.
Inches Sag.....	List the messenger sag for the design listed on the cover sheet at 60 degrees Fahrenheit.
Ground Clearance.....	List the ground clearance at the low point of the back span. Must not be less than the National Electrical Safety Code (latest edition).

Drawing A-01— Overhead Minimum Clearances



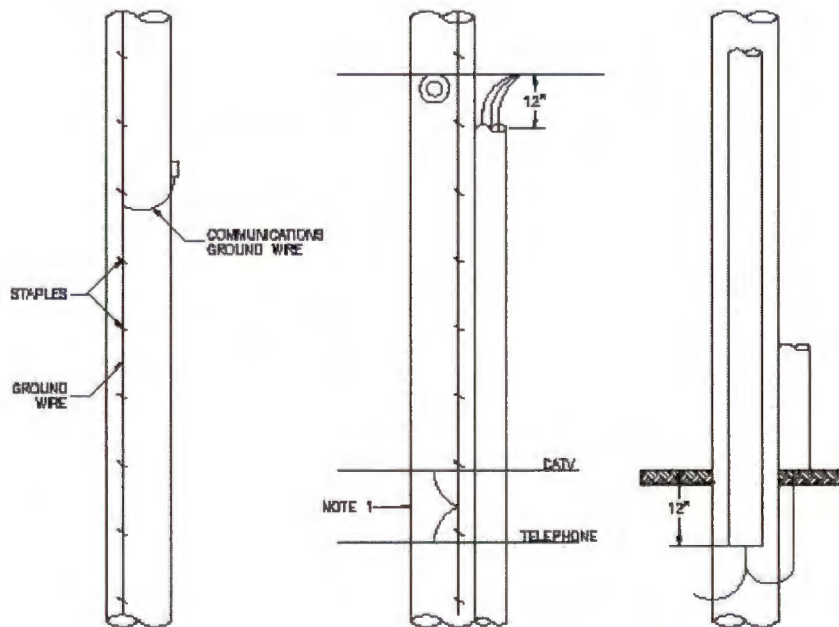
Drawing A-02 — Overhead Minimum Clearances



Drawing A-03 — Grounding Connections

No communications power supply shall be mounted on poles except by permission of SEU.

Licensee's attachments on utility poles, including metal attachment clamps and bolts, metal cross arm supports, bolts and other equipments, must be attached so as to maintain the minimum separations specified in the NEC and in these drawings and specifications.



NOTE 1:

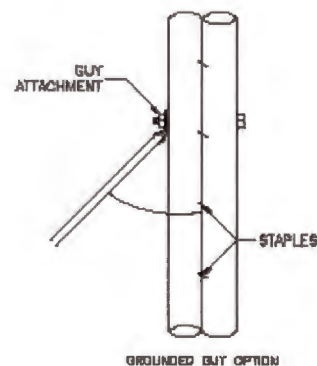
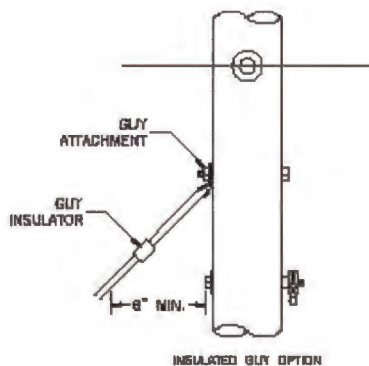
1. Licensee shall bond to utility pole ground whenever utility has a down ground on the pole. If the ground is under the metal U-guard, contact utility to make the ground connection.
2. If no pole ground exists install a pole down ground on the pole. Pretest the pole ground with a ground wire reading. Top of ground rod shall be at least 5' below grade.
3. Bond wire shall be #6 bare copper or larger. If bond wire is unsupported more than 12\"
4. When communications are underground, the power is overhead and it is required that the communications ground be interconnected to the power supply ground. The connection shall be made below grade.
5. In no case shall licensee ground be connected to guys/anchors.
6. If a neutral isolation device is installed on this pole the installer must contact SEU for special grounding instructions.
7. Licensee's messenger cable shall be bonded to SEU's pole ground wire at each pole that has a ground wire.

	GROUNDING CONNECTIONS		
	AUGUST 2018	POLE ATTACHMENTS	A-03
	Department of Electric Utility		

Drawing A-04 — Guy Wire Requirements

No communications power supply shall be mounted on poles except by permission of SEU.

Licensee's attachments on utility poles, including metal attachment clamps and bolts, metal cross arm supports, bolts and other equipments, must be attached so as to maintain the minimum separations specified in the NESC and in these drawings and specifications.



CONTACT SEU TO DETERMINE IF
GUY'S ARE TO BE INSULATED OR
GROUNDED.

NOTE 1:

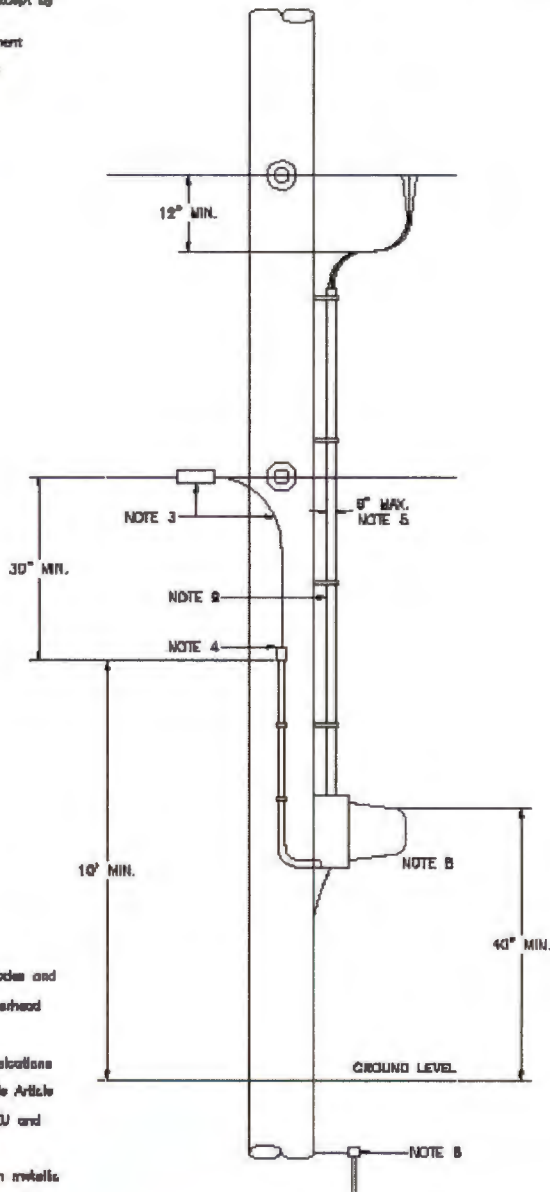
1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional wires placed on utility's poles licensee's attachments.
2. Anchors and guy wires must be set on each utility pole where there is a turn or angle and on all dead-end utility poles.
3. Licensee may not place guy wires on the anchors of SEU or third party user without prior written consent of all attaching entities and anchor owners.
4. No attachment may be installed on a utility pole until all required guys and anchors are installed. Nor may any attachment be modified or relocated in such a way as will materially increase the stress or loading on utility poles until all required guys and anchors are installed.
5. Licensee's down guys shall not be bonded to ground or neutral wires or SEU's pole and shall not provide a current path to ground from the pole ground or power system neutral. If permitted or required by SEU, grounded guys should be installed.
6. On jointly used structures, guys that pass within 12" of supply conductors, and also pass within 12" of communication cables, shall be protected with a suitable insulating covering where the guy passes the supply conductors, unless the guy is effectively grounded or insulated with a strain insulator at a point below the lowest supply conductor and above the highest communication cable.

	GUY WIRE REQUIREMENTS		
	AUGUST 2018	POLE ATTACHMENTS	A-04
	Department of Electric Utility		

Drawing A-05 — Power Service

No communications power supply shall be mounted on poles except by permission of SED.

Licensee's attachments on utility poles, including metal attachment clamps and bolts, metal screw arm supports, bolts and other equipment, must be attached so as to maintain the minimum separations specified in the NEC and in these drawings and specifications.

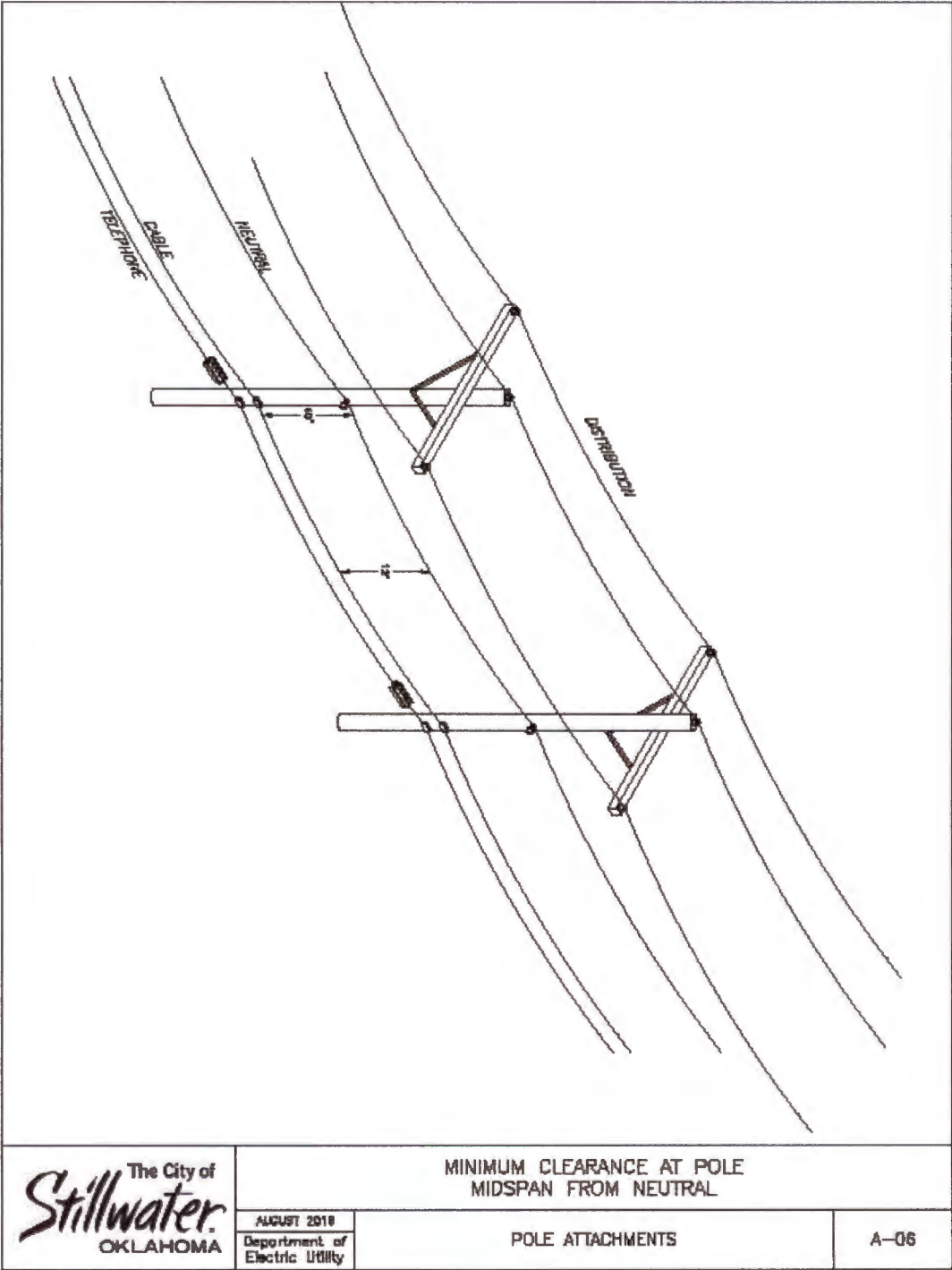


NOTE 1:

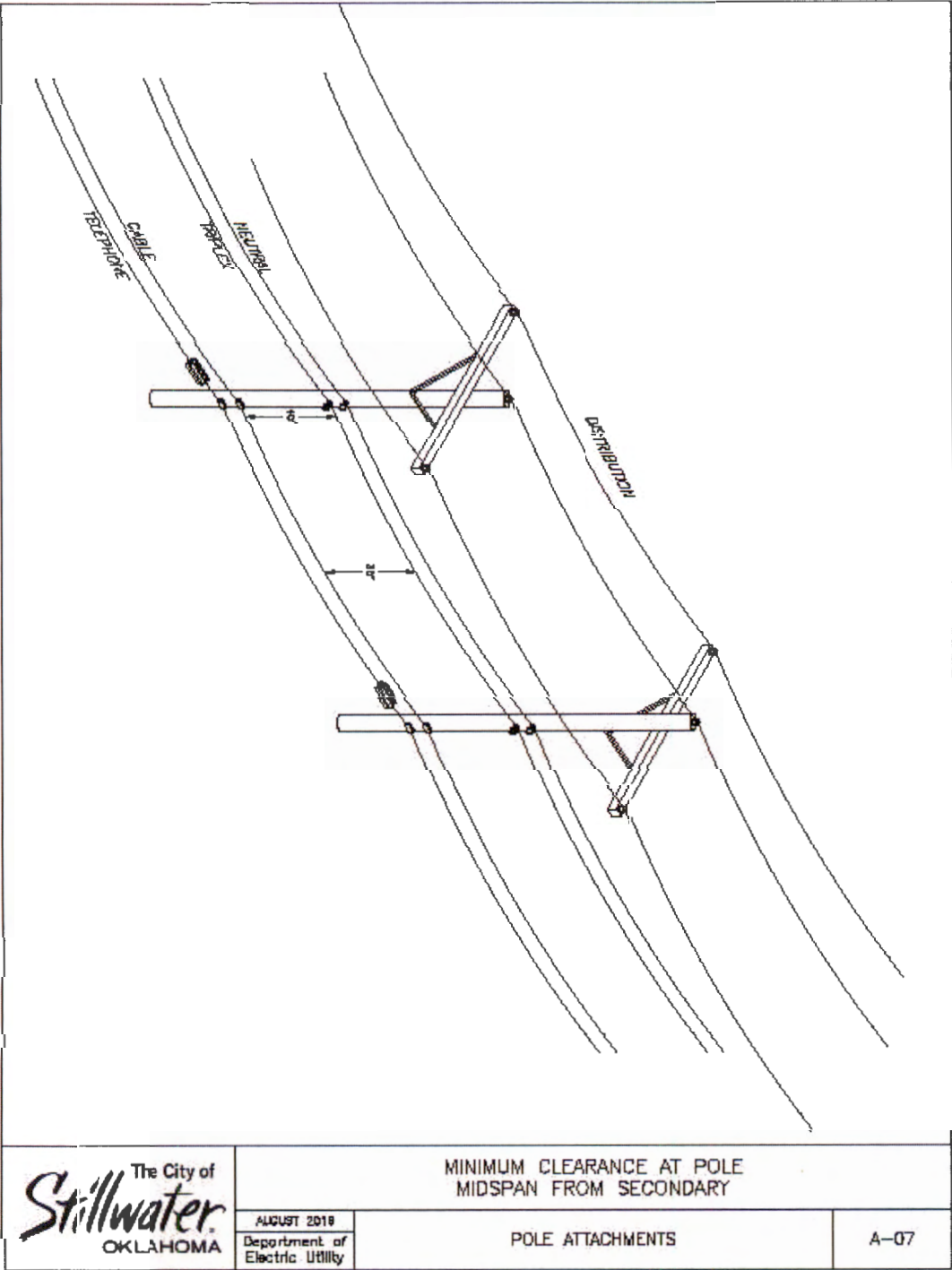
1. This installation shall comply with all applicable electrical codes and state, city, village, town, and SEU requirements.
2. Service entrance conductors shall extend 30" beyond weatherhead and have 600 volt rated insulation.
3. Communication power supply cable.
4. Communication power supply.
5. 6" maximum between service entrance conduit and communications cable, if possible.
6. Grounding shall be in accordance with National Electric Code Article 250. Top of rod to be 6" below grade.
7. Location of all licensee equipment is to be approved by SEU and shall be relocated by licensee if incorrect.
8. Proof of compliance shall be appropriately certified. Install disconnect and overcurrent protection with meter.
9. All runs on poles will be placed in rigid steel or aluminum metallic conduit on the quarter faces of the pole.
10. This service detail applies to all commercial users requiring power for pole mounted devices.

	POWER SERVICE		
	AUGUST 2018	POLE ATTACHMENTS	A-05
	Department of Electric Utility		

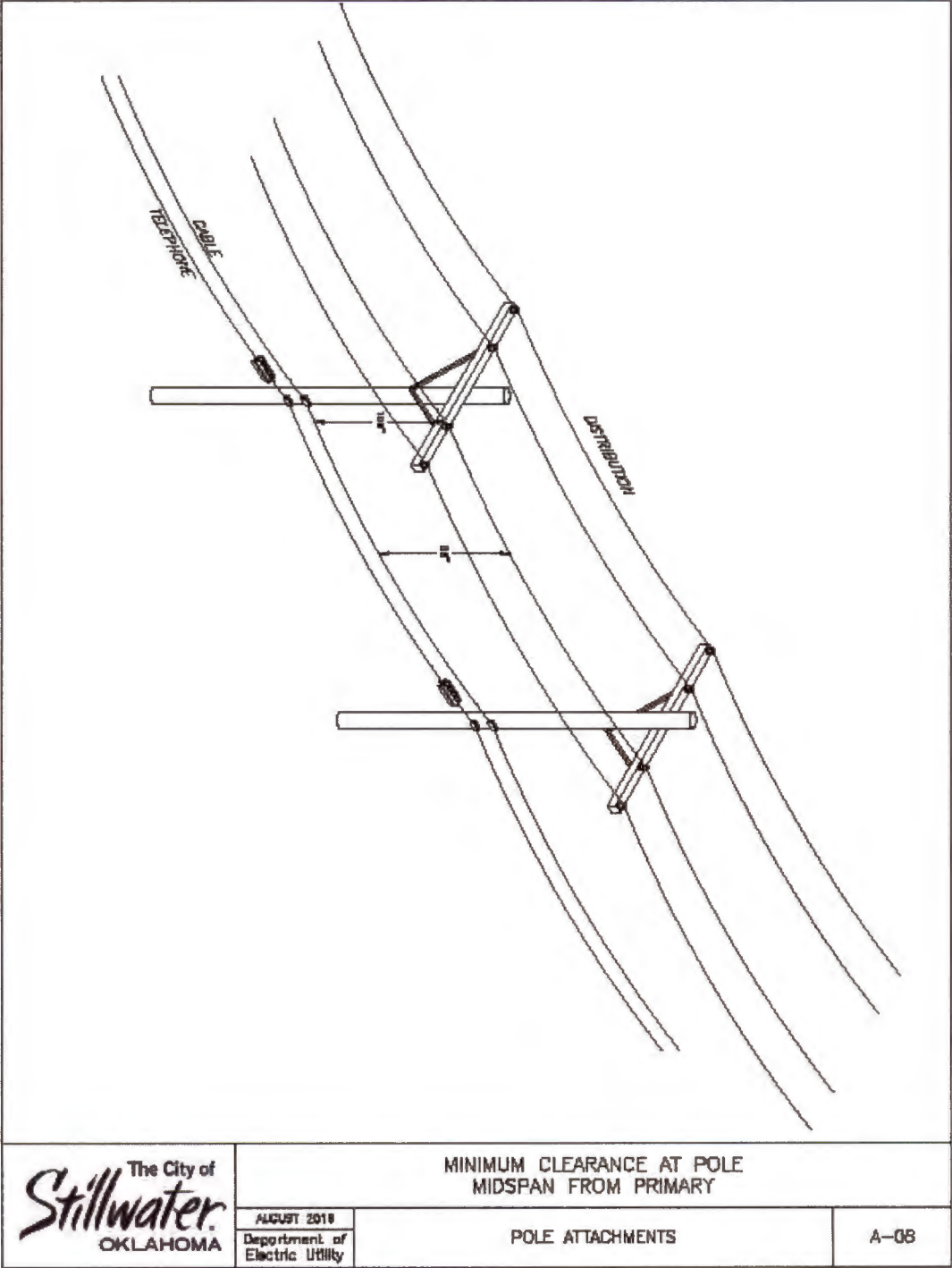
Drawing A-06 — Minimum Clearance at Pole/Midspan from Neutral



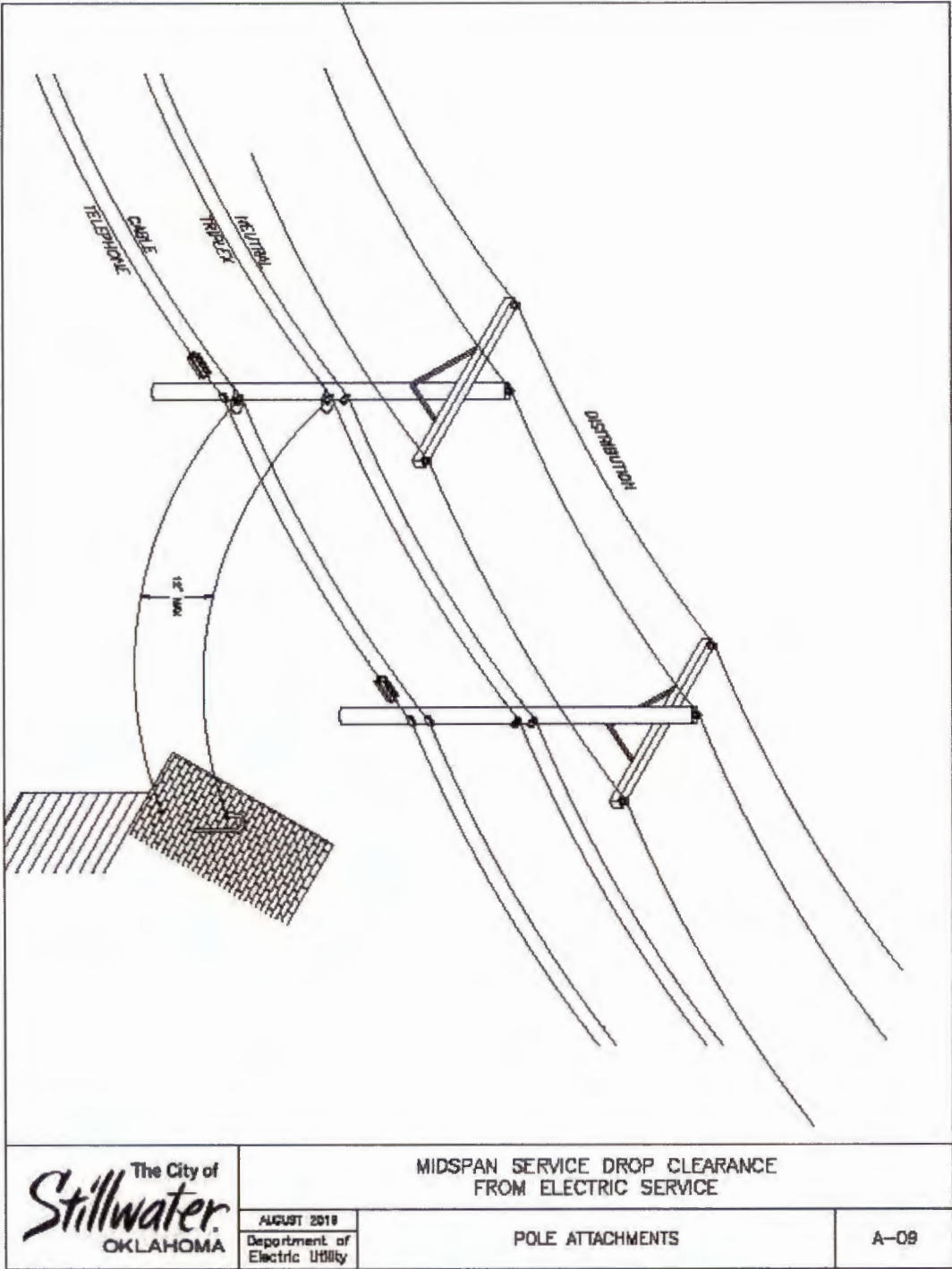
Drawing A-07 — Minimum Clearance at Pole/Midspan from Secondary



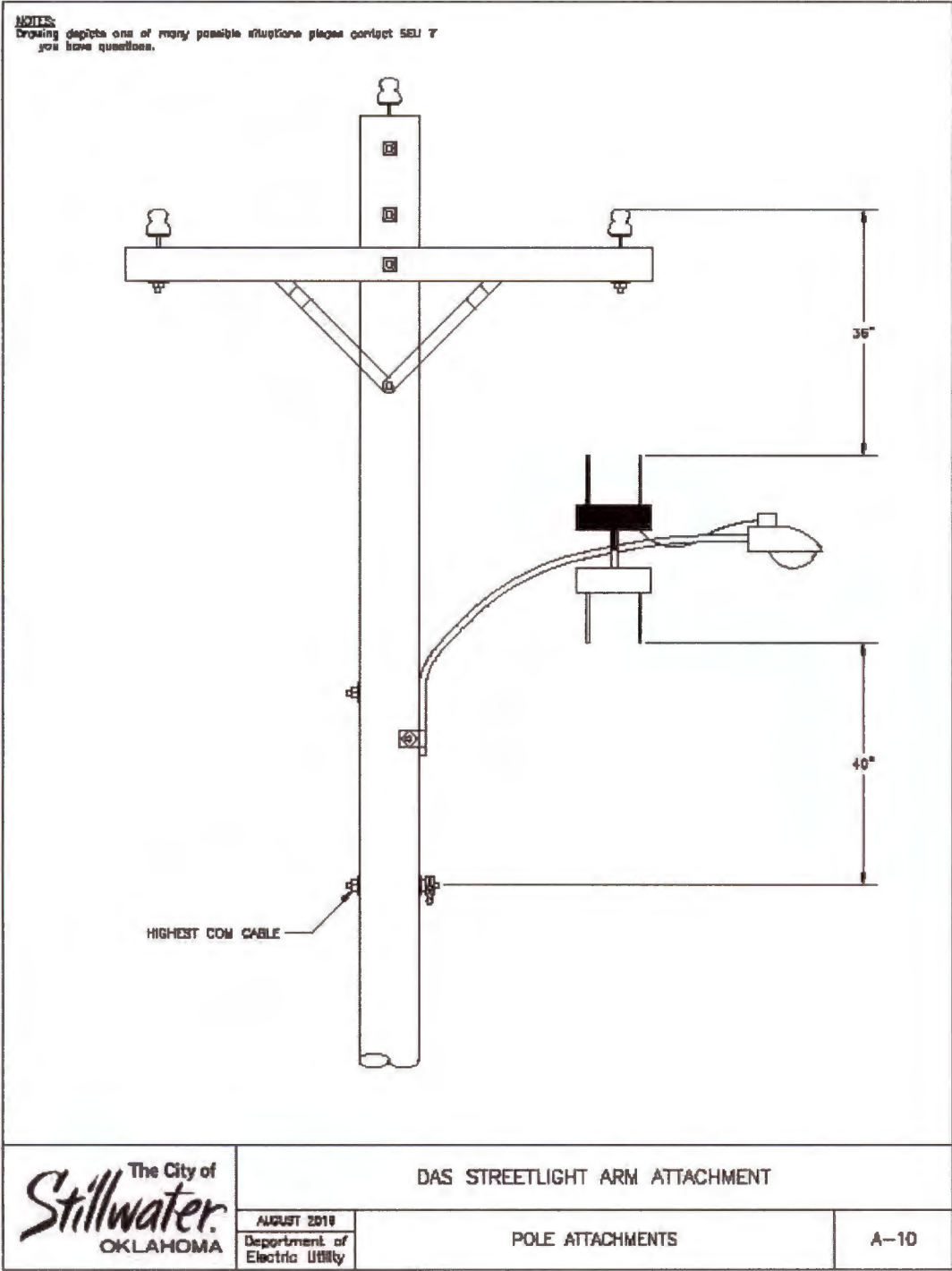
Drawing A-08 — Minimum Clearance at Pole/Midspan from Primary



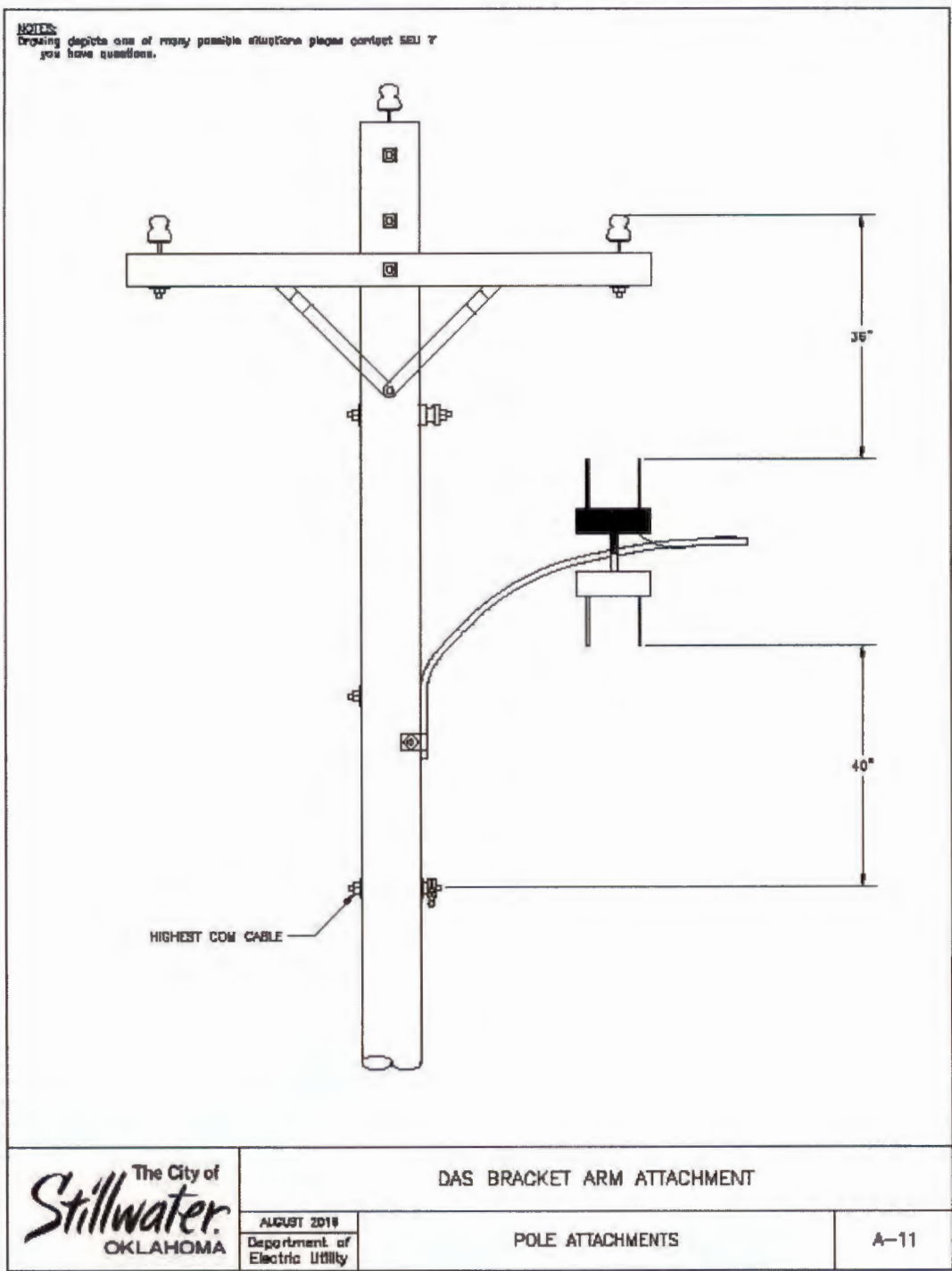
Drawing A-09 — Midspan Service Drop Clearance from Electric Service



Drawing A-10 — DAS Streetlight Arm Attachment



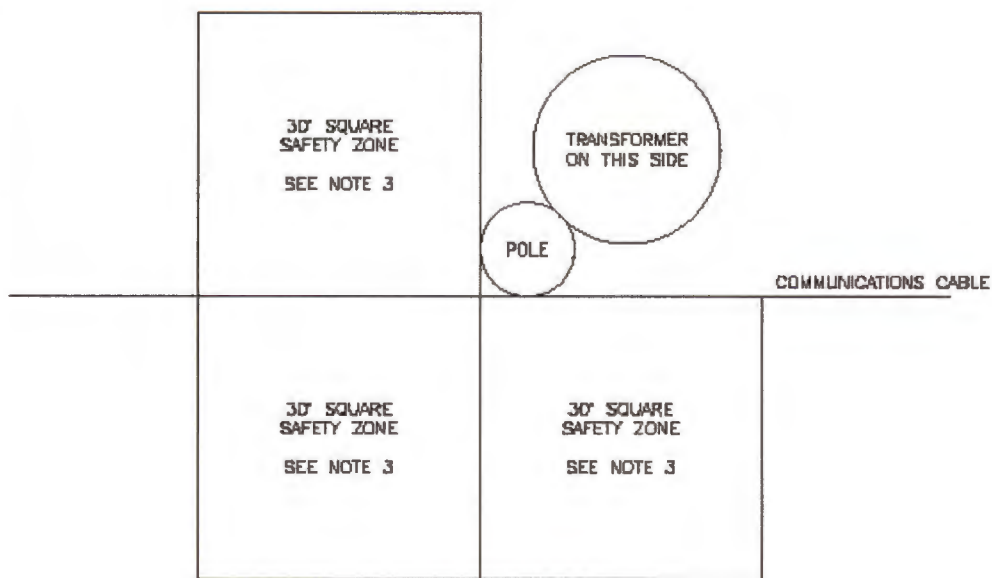
Drawing A-11 — DAS Bracket Arm Attachment



Drawing A-12 — Climbing Space Requirements

No communications power supply shall be mounted on poles except by permission of SEL.

Licensee's attachments on utility poles, including metal attachment clamps and bolts, metal cross arm supports, bells and other equipments, must be attached so as to maintain the minimum separations specified in the NESC and in these drawings and specifications.



NOTE 1:

1. For new cable installations locate cable on the same side of the pole as SEL's lowest conductor.
2. Standoff brackets to mount cable to pole are not allowed without approval of SEL.
3. Climbing and workspace through the communication spaces shall extend from 48" below the lowest communication cable to the top of the pole.
4. On transformer poles the communication service drops shall be located so that they originate from the messenger on the side of the pole opposite the transformer.
5. Minimum clearance for climbing and working space shall be followed as per NESC Section 238.

	CLIMBING SPACE REQUIREMENTS		
	AUGUST 2018 Department of Electric Utility	POLE ATTACHMENTS	A-12

POLE ATTACHMENT BOND

Bond No.: 800150430

KNOW ALL MEN BY THESE PRESENTS,

THAT Clarity Telecom, LLC dba Bluepeak, as Principal, and Atlantic Specialty Insurance Company, having its executive office in 605 Highway 169 North, Suite 800 Plymouth, MN 55441, as Surety, are held and firmly bound unto Stillwater Utilities Authority 411 E 3rd Avenue, Stillwater, OK 74074, hereinafter referred to as Obligee, in the penal sum of Three Thousand Four Hundred Ninety Two Dollars and 00/100 DOLLARS (\$ 3,492.00) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to said penal sum regardless of the number of years this bond remains in force or is renewed, of the number of premiums that shall be payable or paid, the number of Subscribers to the system and/or legal fees which may be required and incurred.

WHEREAS, Principal has entered into a written agreement with the Obligee for the use of its poles in connection with the furnishing of telecommunications services, which agreement sets forth the terms and conditions which govern the use of such poles, which agreement is hereby specifically referred to and made part hereof, with like force and effect as if herein at length set forth.

NOW THEREFORE, the condition of this obligation is such, that if the above bound Principal shall perform in accordance with the aforesaid agreement, then this obligation shall be void, otherwise to remain in full force and effect unless cancelled or terminated as set forth below.

This bond may be terminated or cancelled by Surety by giving thirty (30) days prior notice in writing from Surety to Principal and said Obligee, such notice to be given by certified mail. Such termination or cancellation shall not affect any liability incurred or accrued under this Bond prior to the effective date of such termination or cancellation.

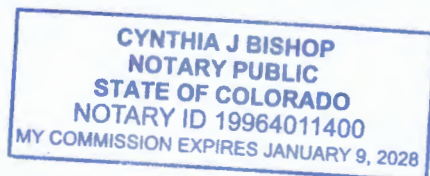
AND PROVIDED FURTHER that no action, suit or proceeding shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within twelve months after cancellation of this bond as set forth in the preceding paragraph.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 4th day of June, 2024.

WITNESS:

Cynthia J Bishop
NAME

Location:
BP Stillwater Z1 DA26 AER (9 Poles)
OCCROW24-0007_POLATT24-0005



Clarity Telecom, LLC dba Bluepeak
PRINCIPAL
BY: Michael Anastos
TITLE

Atlantic Specialty Insurance Company
SURETY
BY: Michelle Deligne
Michelle Deligne, Attorney-in-Fact





Power of Attorney

Surety Bond No: 800150430

Principal: Clarity Telecom, LLC dba Bluepeak
Obligee: Stillwater Utilities Authority

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Michelle Deligne, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.

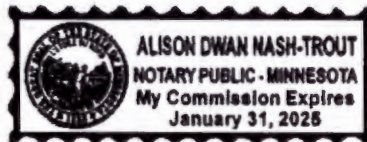
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm
Paul J. Brehm, Senior Vice President

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 4th day of June, 2024.



Christopher V. Jerry
Christopher V. Jerry, Secretary

DA29

Stillwater Utilities Authority Pole Attachment Licensing Agreement

Original issue: 07/16/18

Table of Contents

Part One – Pole Attachment Licensing Agreement

Recitals

Article 1 – Definitions

Article 2 – Scope of Agreement

Article 3 – Fees and Charges

Article 4 – Specifications

Article 5 – Private and Regulatory Compliance

Article 6 – Permit Application Procedures

Article 7 – Make-Ready Work/Installation

Article 8 – Transfers

Article 9 – Pole Modifications and/or Replacements

Article 10 – Abandonment or Removal of Utility Facilities

Article 11 – Removal of Licensee’s Facilities

Article 12 – Termination of Permit

Article 13 – Inspection of Licensee’s Facilities

Article 14 – Unauthorized Occupancy or Access

Article 15 – Reporting Requirements

Article 16 – Liability and Indemnification

Article 17 – Duties, Responsibilities, and Exculpation

Article 18 – Insurance

Article 19 – Authorization Not Exclusive

Article 20 – Assignment

Article 21 – Failure to Enforce

Article 22 – Issue Resolution Process

Article 23 – Termination of Agreement

Article 24 – Term of Agreement

Article 25 – Amending Agreement

Article 26 – Notices

Article 27 – Entire Agreement

Article 28 – Severability

Article 29 – Governing Law

Article 30 – Incorporation of Recitals and Appendices

Article 31 – Performance Bond

Article 32 – *Force Majeure*

Part Two – Appendices and Drawings

APPENDIX A	- Fees and Charges
APPENDIX B	Pole Attachment Permit Application Process
APPENDIX C	Application for Permit
APPENDIX D	Specifications for Licensee's Attachments to Utility Poles
APPENDIX E	Distribution Line Minimum Design Review Information and Suggested Worksheet
APPENDIX F	Field Data Summary Sheet Instructions
DRAWING A-01	- Overhead Minimum Clearances
DRAWING A-02	Overhead Minimum Clearances
DRAWING A-03	Grounding Connections
DRAWING A-04	Guy Wire Requirements
DRAWING A-05	- Power Service
DRAWING A-06	Minimum Clearance at Pole / Midspan from Neutral
DRAWING A-07	Minimum Clearance at Pole / Midspan from Secondary
DRAWING A-08	Minimum Clearance at Pole / Midspan from Primary
DRAWING A-09	Midspan Service Drop Clearance from Electric Service
DRAWING A-10	DAS Streetlight Arm Attachment
DRAWING A-11	DAS Bracket Arm Attachment
DRAWING A-12	Climbing Space Requirements

Part One – Pole Attachment Licensing Agreement

This Pole Attachment Licensing Agreement (the “Agreement”) dated _____
June 3, 20 24 is made by and between the Stillwater Utilities Authority
 (“Utility”), located in the State of Oklahoma, and
Clarity LLC, d.b.a Bluepeak (“Licensee”).

Recitals

- A. Licensee proposes to install and maintain Communications Facilities and associated equipment, Licensee’s Attachments, on Utility’s Poles to provide Communications Services; and
- B. Utility is willing, when it may lawfully do so, to issue one or more Permits authorizing the placement or installation of Licensee’s Attachments on Utility’s Poles, provided that Utility may refuse, on a nondiscriminatory basis, to issue a Permit where there is insufficient Capacity or for reasons relating to safety, reliability, generally applicable engineering purposes, and/or any other Applicable Standard; and

[NOTE: The following Recitals may be used where Licensee and Utility have an existing pole attachment agreement.]

- C. On _____, _____, Utility and Licensee entered into a **[Insert name of agreement]** (e.g., the “___ Agreement”); [and]
- D. By registered letter dated _____, 20 __, Utility gave notice to Licensee that Utility/ Licenser was terminating the ___ Agreement effective _____, 2 ____; [and]
- E. The parties intend that this Agreement replace the ___ Agreement on its termination; [and]
- F. Therefore, in consideration of the mutual covenants, terms and conditions set out below the parties agree as follows:

AGREEMENT

Article 1—Definitions

For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given below, unless more specifically defined within a specific Article or Paragraph of this Agreement. When not inconsistent with the context, words used in the present tense include the future and past tense, and words in the singular number include the plural number. The words “shall” and “will” are mandatory

and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- 1.1 **Affiliate:** when used in relation to Licensee, means another entity that owns or controls, is owned or controlled by, or is under common ownership or control with Licensee.
- 1.2 **Applicable Standards:** means all applicable engineering and safety standards governing the installation, maintenance, and operation of facilities and the performance of all work in or around electric Utility Facilities and includes the most current versions of National Electric Safety Code (“NESC”), the National Electrical Code (“NEC”), and the regulations of the Occupational Safety and Health Administration (“OSHA”), each of which is incorporated by reference in this Agreement, and the safety, engineering and construction requirements and standards of Utility.
- 1.3 **Attaching Entity:** means any public or private entity, including Licensee that, pursuant to a license agreement with Utility, places an Attachment on Utility’s Pole to provide Communications Service.
- 1.4 **Attachment(s):** means Licensee’s Communications Facilities that are placed directly on Utility’s Poles within the Communication Space, or Overlashed onto an existing Attachment, but does not include either a Riser or a service drop attached to a single Pole where Licensee has an existing Attachment on such Pole.
- 1.5 **Capacity:** means the ability of a Pole to accommodate an additional Attachment based on Applicable Standards, including space and loading considerations.
- 1.6 **Climbing Space:** means that portion of a Pole’s surface and surrounding space that is free from encumbrances to enable Utility employees and contractors to safely climb, access, and work on Utility Facilities and equipment.
- 1.7 **Communications Facilities:** means wireline or wireless facilities, including but not limited to, fiber optic, copper, and/or coaxial cables, wireless antennas, receivers or transceivers utilized to provide Communications Service. This term excludes power supplies, demarcation boxes, power transfer switches, grounding equipment, metering facilities and other associated equipment.
- 1.8 **Communications Service:** means the transmission or receipt of voice, video, data, broadband Internet, or other forms of digital or analog signals over Communications Facilities.
- 1.9 **Communication Space:** means the communication space as defined in the latest version of the National Electrical Safety Code.

- 1.10 **Licensee:** means the party listed as Licensee in the first paragraph of this agreement.
- 1.11 **Make-Ready Work:** means all work that Utility reasonably determines to be required to accommodate Licensee's Communications Facilities and/or to comply with all Applicable Standards. Such work includes, but is not limited to, rearrangement and/or transfer of Utility Facilities or existing Attachments, inspections, engineering work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), pole replacement and construction but does not include Licensee's routine maintenance.
- 1.12 **Occupancy:** means the use or reservation of space for Attachments on a Utility Pole.
- 1.13 **Overlash:** means to place an additional wire or cable Communications Facility onto an existing attached Communications Facility.
- 1.14 **Pedestals/Vaults/Enclosures:** means above- or below-ground housings that are not attached to Utility Poles but are used to enclose a cable/wire splice, power supplies, amplifiers, passive devices, and/or to provide a service connection point
- 1.15 **Permit:** means written or electronic authorization (see Appendix C) by Utility for Licensee to make or maintain Attachments to specific Utility Poles pursuant to the requirements of this Agreement. Licensee's attachments made prior to the Effective Date and authorized by Utility ("Existing Attachments") shall be deemed Permitted Attachments hereunder.
- 1.16 **Pole:** means a pole owned or controlled by Utility excluding transmission poles that is capable of supporting Attachments for Communications Facilities.
- 1.17 **Post-Construction Inspection:** means the inspection by Utility or Licensee or some combination of both to verify that the Attachments have been made in accordance with Applicable Standards and the Permit.
- 1.18 **Pre-Construction Survey:** means all work or operations required by Applicable Standards and/or Utility to determine the Make-Ready Work necessary to accommodate Licensee's Communications Facilities on a Pole. Such work includes, but is not limited to, field inspection and administrative processing.
- 1.19 **Reserved Capacity:** means capacity or space on a Pole that Utility has identified and reserved for its own future utility requirements at the time of the Permit grant, including the installation of communications circuits for operation of Utility's electric system.

- 1.20 **Riser:** means metallic or plastic encasement materials placed vertically on the Pole to guide and protect wires and cables.
- 1.21 **Tag:** means to place distinct markers on wires and cables, coded by color or other means specified by Utility and/or applicable federal, State or local regulations, that will readily identify the type of Attachment (e.g., cable TV, telephone, high-speed broadband data, public safety) and its owner.
- 1.22 **Utility Facilities:** means all personal property and real property owned or controlled by Utility, including Poles and related facilities.

Article 2—Scope of Agreement

- 2.1 **Grant of License.** Subject to the provisions of this Agreement, Utility grants Licensee a revocable, nonexclusive license authorizing Licensee to install and maintain Attachments to Utility's Poles.
- 2.2 **Parties Bound by Agreement.** Licensee and Utility agree to be bound by all provisions of this Agreement.
- 2.3 **Permit Issuance Conditions.** Utility will issue one or more Permit(s) to Licensee only when Utility determines, in its sole judgment, exercised reasonably, that (i) it has sufficient Capacity to accommodate the requested Attachment(s), (ii) Licensee meets all requirements set forth in this Agreement, and (iii) such Permit(s) comply with all Applicable Standards.
- 2.4 **Reserved Capacity.** Access to space on Utility Poles will be made available to Licensee with the understanding that certain Poles may be subject to Reserve Capacity for future electric service use. At the time of Permit issuance, Utility shall notify Licensee if capacity on particular poles is being reserved for reasonably foreseeable future electric use. For Attachments made with notice of such a Reservation of Capacity, on giving Licensee at least sixty (60) calendar days prior notice, Utility may reclaim such Reserved Capacity at any time following the installation of Licensee's Attachment if required for Utility's future utility service. If reclaimed for Utility's use, Utility may at such time also install associated facilities, including the attachment of communications lines for internal Utility operational or governmental communications requirements. Utility shall give Licensee the option to remove its Attachment(s) from the affected Pole(s) or to pay for the cost of any Make-Ready Work needed to expand Capacity for core utility service requirements, so that Licensee can maintain its Attachment on the affected Pole(s). The allocation of the cost of any such Make-Ready Work (including the transfer, rearrangement, or relocation of third-party Attachments) shall be determined in accordance with Article 9. Licensee shall not be required to bear any of the costs or rearranging or replacing its Attachment(s), if such

rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity.

- 2.5 **No Interest in Property.** No use, however lengthy, of any Utility Facilities, and no payment of any fees or charges required under this Agreement, shall create or vest in Licensee any easement or other ownership or property right of any nature in any portion of such Facilities. Neither this Agreement, nor any Permit granted under this Agreement, shall constitute an assignment of any of Utility's rights to Utility Facilities. Notwithstanding anything in this Agreement to the contrary, Licensee shall, at all times, be and remain a Licensee only.
- 2.6 **Licensee's Right to Attach.** Nothing in this Agreement, other than a Permit issued pursuant to Article 6, shall be construed as granting Licensee any right to attach Licensee's Communications Facilities to any specific Pole.
- 2.7 **Utility's Rights over Poles.** The parties agree that this Agreement does not in any way limit Utility's right to locate, operate, maintain, or remove its Poles in the manner that will best enable it to fulfill its service requirements or to comply with any federal, state, or local legal requirement.
- 2.8 **Expansion of Capacity.** Utility will take reasonable steps to expand Pole Capacity when necessary to accommodate Licensee's request for Attachment. Notwithstanding the foregoing sentence, nothing in this Agreement shall be construed to require Utility to install, retain, extend, or maintain any Pole for use when such Pole is not needed for Utility's own service requirements.
- 2.9 **Other Agreements.** Except as expressly provided in this Agreement, nothing in this Agreement shall limit, restrict, or prohibit Utility from fulfilling any agreement or arrangement regarding its Poles into which Utility has previously entered, or may enter in the future, with others not party to this Agreement.
- 2.10 **Permitted Uses.** This Agreement is limited to the uses specifically stated in the recitals set forth above and no other use shall be allowed without Utility's express written consent to such use. Nothing in this Agreement shall be construed to require Utility to allow Licensee to use Utility's Poles after the termination of this Agreement.
- 2.11 **Overlashing.** The following provisions apply to Overlashing:
- 2.11.1 Licensee shall obtain a Permit for each Overlashing, in accordance with the requirements of Article 6. Absent such authorization, Overlashing constitutes an unauthorized Attachment and is subject to removal or, at

Utility's discretion, imposition of an Unauthorized Attachment fee, as specified in Appendix A, Item 3.

2.11.2 Authorized Overlapping to accommodate Attachments of Licensee or its Affiliate(s) shall not increase the Annual Attachment Fee paid by Licensee pursuant to Appendix A, Item 1. Licensee or Licensee's Affiliate shall, however, be responsible for all Make-Ready Work and other charges associated with the Overlapping. Licensee shall not have to pay a separate Annual Attachment Fee for such Overlapped Attachment.

2.11.3 At Licensee's request, Utility may allow Overlapping to accommodate facilities of a third party, not affiliated with Licensee. In such circumstances, the third party must enter into a License Agreement with Utility, obtain Permit(s), and pay a separate Attachment Fee (Appendix A, Item 1) as well as the costs of all necessary Make-Ready Work required to accommodate the Overlapping. Utility shall not grant such Permit(s) to third parties allowing Overlapping of Licensee's Communications Facilities without Licensee's consent. Authorized Overlapping shall not increase the fees and charges paid by Licensee pursuant to Appendix A, Item 1. Nothing in this Agreement shall prevent Licensee from seeking a contribution from an Overlapping third party to defray fees and charges paid by Licensee.

2.11.4 Make-Ready Work procedures set forth in Article 7 shall apply, as necessary, to all Overlapping.

2.11.5 Overlapping shall only be permitted if the existing attachment is located in the communication space.

2.12 **Enclosures.** Licensee shall not place Pedestals, Vaults, and/or other Enclosures on or within ten (10) feet of any Pole or other Utility Facilities without Utility's prior written permission. If permission is granted, all such installations shall be per the Specifications and Drawings in Appendix D of this Agreement and charges as provided in Appendix A. Such permission shall not be unreasonably withheld. Further, Licensee agrees to move any such above-ground enclosures in order to provide sufficient space for Utility to set a replacement Pole.

Article 3—Fees and Charges

3.1 **Payment of Fees and Charges.** Licensee shall pay to Utility the fees and charges specified in Appendix A and shall comply with the terms and conditions specified in this Agreement.

- 3.2 **Payment Period.** Unless otherwise expressly provided, Licensee shall pay any invoice its receives from Utility pursuant to this Agreement within thirty (30) calendar days after Utility issues the invoice.
- 3.3 **Billing of Attachment Fee.** Utility shall invoice Licensee for the per-pole Attachment Fee annually, in arrears. Utility will submit to Licensee an invoice for the annual rental period not later than June 30th of each year. The initial annual rental period shall commence upon the execution of this Agreement and conclude on June 30th of the next year, and each subsequent annual rental period shall commence on the following July 1st and conclude on June 30th of the subsequent year. The invoice shall set forth the total number of Utility's Poles on which Licensee was issued and/or holds Permit(s) for Attachments during such annual rental period, including any previously authorized and valid Permits.
- 3.4 **Refunds.** No fees and charges specified in Appendix A shall be refunded on account of any surrender of a Permit granted under this Agreement. Nor shall any refund be owed if a Pole is not used or abandoned by Utility.
- 3.5 **Late Charge.** If Utility does not receive payment for any fee or other amount owed within thirty (30) calendar days after it becomes due, Licensee shall pay interest to Utility at the rate of ten (10%) per month, or the maximum interest allowed by law, whichever is greater, on the amount due.
- 3.6 **Payment for Work.** Licensee will be responsible for payment to Utility for all work that Utility or Utility's contractors perform pursuant to this Agreement to accommodate Licensee's Communications Facilities.
- 3.7 **Advance Payment.** At its sole discretion, Utility may require that Licensee pay in advance all reasonable costs, including, but not limited to administrative, construction, inspections, and Make-Ready Work expenses, in connection with the initial installation or rearrangement of Licensee's Communications Facilities pursuant to the procedures set forth in Articles 6 and 7 below.
- 3.8 **True-Up.** Whenever Utility, in its discretion, requires advance payment of estimated expenses prior to undertaking an activity on behalf of Licensee and the actual cost of the activity exceeds the advance payment of estimated expenses, Licensee agrees to pay Utility for the difference in cost, provided that Utility documents such costs with sufficient detail to enable Licensee to verify the charges. To the extent that Utility's actual cost of the activity is less than the estimated cost, Utility shall refund to Licensee the difference in cost.
- 3.9 **Determination of Charges.** Wherever this Agreement requires Licensee to pay for work done or contracted by Utility, the charge for such work shall include all

reasonable material, labor, engineering, administrative, and applicable overhead costs. Utility shall bill its services based upon actual costs, and such costs will be determined in accordance with Utility's cost accounting systems used for recording capital and expense activities. All such invoices shall include an itemization of dates of work, location of work, labor and equipment costs per hour, persons employed, and costs of materials used. If Licensee was required to perform work and fails to perform such work, necessitating completion of the work by Utility, Utility may either charge an additional ten percent (10%) of its costs or assess the penalty specified in Appendix A.

- 3.10 **Work Performed by Utility.** Whenever this Agreement requires Utility to perform any work, Utility, at its sole discretion, may utilize its employees or contractors, or any combination of the two, to perform such work.
- 3.11 **Default for Nonpayment.** Nonpayment of any amount due under this Agreement beyond sixty (60) days shall constitute a material default of this Agreement.

Article 4—Specifications

- 4.1 **Installation/Maintenance of Communications Facilities.** After a Permit is issued pursuant to this Agreement, Licensee's Communications Facilities shall be installed and maintained in accordance with the requirements and specifications of Appendix D. All of Licensee's Communications Facilities must comply with all Applicable Standards. Licensee shall be responsible for the installation and maintenance of its Communications Facilities. Licensee shall, at its own expense, make and maintain its Attachment(s) in safe condition and good repair, in accordance with all Applicable Standards. Notwithstanding anything in this Agreement to the contrary, Licensee shall not be required to update or upgrade its Attachments if they met Applicable Standards at the time the attachments were made, unless such updates or upgrades are required by any revised Applicable Standards.
- 4.2 **Tagging.** Licensee shall Tag all of its Communications Facilities as specified in Appendix D and/or applicable federal, State, and local regulations upon installation of such Facilities. Within one year of the execution of this Agreement, Licensee shall also tag any untagged Communications Facilities that were on Utility Poles on the effective date of this Agreement. Failure to provide proper tagging will be considered a violation of the Applicable Standards.
- 4.3 **Interference.** Licensee shall not allow its Communications Facilities to impair the ability of Utility or any third party to use Utility's Poles, nor shall Licensee allow its Communications Facilities to interfere with the operation of any Utility

Facilities, third-party facilities or City of Stillwater facilities including cables, conductors, traffic controls networks and/or systems, communication networks and/or systems, radio communication network and/or systems, emergency management networks and/or systems and all related facilities.

- 4.4 **Protective Equipment.** Licensee and its employees and contractors shall utilize and install adequate protective equipment to ensure the safety of people and facilities. Licensee shall, at its own expense, install protective devices designed to handle the electric voltage and current carried by Utility's facilities in the event of a contact with such facilities. Except as provided in Paragraph 16.1, Utility shall not be liable for any actual or consequential damages to Licensee's Communications Facilities, Licensee's customers' facilities, or to any of Licensee's employees, contractors, customers, or other persons.
- 4.5 **Utility Right to Correct.** If Licensee's Communications Facilities, or any part of them, are installed, used, or maintained in violation of this Agreement, and Licensee has not corrected the violation(s) within thirty (30) calendar days from receipt of written notice of the violation(s) from Utility, Utility at its option, may correct such conditions. Utility will attempt to notify Licensee in writing prior to performing such work whenever practicable. When Utility believes, however, that such violation(s) pose an immediate threat to the safety of any person, interfere with the performance of Utility's service obligations, or present an immediate threat to the physical integrity of Utility Facilities, Utility may perform such work and/or take such action as it deems necessary without first giving written notice to Licensee. As soon as practicable afterward, Utility will advise Licensee of the work performed or the action taken. Licensee shall be responsible for all actual and reasonable costs incurred by Utility in taking action pursuant to this Paragraph, and Licensee shall indemnify Utility against any liability, costs, and expenses, including reasonable attorney's and expert fees, arising out of or relating to any such work.
- 4.6 **Restoration of Utility Service.** Utility's service restoration requirements shall take precedence over any and all work operations of Licensee on Utility's Poles.
- 4.7 **Effect of Failure to Exercise Access Rights.** If Licensee does not exercise any access right granted pursuant to this Agreement and/or applicable Permit(s) within ninety (90) calendar days of the effective date of such right and any extension to such Permit(s), Utility may, but shall have no obligation to, use the space scheduled for Licensee's Attachment(s) for its own needs or make the space available to other Attaching Entities. In such instances, Utility shall endeavor to make other space available to Licensee, upon written application under Article 6, as soon as reasonably possible and subject to all requirements of this Agreement, including the Make-Ready Work provisions. If Utility uses the space for its own

needs or makes them available to other parties, then from the date that Utility or a third party begins to use such space. For purposes of this paragraph, Licensee's access rights shall not be deemed effective until any necessary Make-Ready Work has been performed.

- 4.8 Removal of Nonfunctional Attachments.** At its sole expense, Licensee shall remove any of its Attachments or any part thereof that becomes nonfunctional and no longer fit for service ("Nonfunctional Attachment") as provided in this Paragraph 4.8. A Nonfunctional Attachment that Licensee has failed to remove as required in this paragraph shall constitute an unauthorized Attachment and is subject to the Unauthorized Attachment fee specified in Appendix A, Item 3. Except as otherwise provided in this Agreement, Licensee shall remove Nonfunctional Attachments within one (1) year of the Attachment becoming nonfunctional, unless Licensee receives written notice from Utility that removal is necessary to accommodate Utility's or another Attaching Entity's use of the affected Pole(s), in which case Licensee shall remove the Nonfunctional Attachment within sixty (60) days of receiving the notice. Where Licensee has received a Permit to Overlash a Nonfunctional Attachment, such Nonfunctional Attachment may remain in place until Utility notifies Licensee that removal is necessary to accommodate Utility's or another Attaching Entity's use of the affected Pole(s). Licensee shall give Utility notice of any Nonfunctional Attachments as provided in Article 15.

Article 5—Private and Regulatory Compliance

- 5.1 Necessary Authorizations.** Before Licensee occupies any of Utility's Poles, Licensee shall obtain from the appropriate public or private authority, or from any property owner or other appropriate person, any required authorization to construct, operate, or maintain its Communications Facilities on public or private property. Utility retains the right to require evidence that appropriate authorization has been obtained before any Permit is issued to Licensee. Licensee's obligations under this Article 5 include, but are not limited to, its obligation to obtain and pay for all necessary approvals to occupy public/private rights-of-way and easements and all necessary licenses and authorizations to provide the services that it provides over its Communications Facilities. Licensee shall defend, indemnify, and reimburse Utility for all losses, costs, and expenses, including reasonable attorney's fees that Utility may incur as a result of claims by governmental bodies, owners of private property, or other persons, that Licensee does not have sufficient rights or authority to attach Licensee's Communications Facilities on Utility's Poles or to provide particular services.

- 5.2 **Lawful Purpose and Use.** Licensee's Communications Facilities must at all times serve a lawful purpose, and the use of such Facilities must comply with all applicable federal, State and local laws.
- 5.3 **Forfeiture of Utility's Rights.** No Permit granted under this Agreement shall extend, or be deemed to extend, to any of Utility's Poles to the extent that Licensee's Attachment would result in a forfeiture of Utility's rights. Any Permit that would result in forfeiture of Utility's rights shall be deemed invalid as of the date that Utility granted it. Further, if any of Licensee's existing Communications Facilities, whether installed pursuant to a valid Permit or not, would cause such forfeiture, Licensee shall promptly remove its Facilities upon receipt of written notice from Utility. If Licensee does not remove its Communications Facilities in question within thirty (30) days of receiving written notice from Utility, Utility may at its option perform such removal at Licensee's expense. Notwithstanding the forgoing, Licensee shall have the right to contest any such forfeiture before any of its rights are terminated, provided that Licensee shall indemnify Utility for liability, costs, and expenses, including reasonable attorney's fees, that may accrue during Licensee's challenge.
- 5.4 **Effect of Consent to Construction/Maintenance.** Consent by Utility to the construction or maintenance of any Attachments by Licensee shall not be deemed consent, authorization, or acknowledgment that Licensee has obtained all required Authorizations with respect to such Attachment.

Article 6—Permit Application Procedures

- 6.1 **Permit Required.** Licensee shall not make any Attachments to any of Utility's Poles without first applying for and obtaining a Permit pursuant to the applicable requirements of Appendix B. If updates or upgrades are required by Applicable Standards, Licensee shall not be required to obtain Permits for Attachment(s) existing as of the effective date of this Agreement. Such grandfathered Attachments shall, however, be subject to the Attachment Fees specified in Appendix A and the tagging provisions in Paragraph 4.2. Licensee shall provide Utility a list of all such pre-existing Attachments within six (6) months of the effective date of this Agreement.
- 6.2 **Permits for Overlashing.** As set out in Paragraph 2.11, Permits are required for any Overlashing allowed under this Agreement and Licensee, Licensee's Affiliate or other third party, as applicable, shall pay any necessary Make-Ready Work costs to accommodate such Overlashing.
- 6.3 **Professional Certification.** Unless otherwise waived in writing by Utility, as part of the Permit application process and at Licensee's sole expense, a qualified and experienced professional engineer, or an employee or contractor of Licensee who

has been approved by Utility, must participate in the Pre-Construction Survey, conduct the Post-Construction Inspection, and certify that Licensee's Communications Facilities can be and were installed on the identified Poles in compliance with the standards in Paragraph 4.1 and in accordance with the Permit. The professional engineer's qualifications must include experience performing such work, or substantially similar work, on electric distribution systems. The Utility may require the Licensee's professional engineer to conduct a post-construction inspection that the Utility will verify by means that it deems to be reasonable.

Utility, at its discretion, may waive the requirements of this Paragraph 6.3, with respect to service drops.

- 6.4 Utility Review of Permit Application.** Upon receipt of a properly executed Application for Permit (Appendix C), which shall include the Pre-Construction Survey, certified per Paragraph 6.3 above, and detailed plans for the proposed Attachments in the form specified in Appendix D, Utility will review the Permit Application and discuss any issues with Licensee, including engineering or Make-Ready Work requirements associated with the Permit Application. Utility acceptance of the submitted design documents does not relieve Licensee of full responsibility for any errors and/or omissions in the engineering analysis. Unless otherwise agreed, the Permit application process shall be consistent with the following timeline:

- 6.4.1 Review Period.** Utility shall review and respond to properly executed and complete Permit Applications for routine installations as promptly as is reasonable with a goal of providing a response during normal circumstances of within seventy-five (75) days of receipt. For Permit Applications seeking Attachments to 50 or more Poles, the Utility may require additional time to review. The Utility's response will either provide a written explanation as to why the Application is being denied, in whole or in part, or provide an estimate of the costs of all necessary Make-Ready Work.
- 6.4.2** Upon receipt of Utility's Make-Ready estimate, Licensee shall have fourteen (14) days to approve the estimate and provide payment in accordance with this Agreement and the specifications of the estimate.
- 6.4.3** Utility will complete routine Make-Ready Work within sixty (60) days of receipt of payment. If there are extenuating circumstances that make the necessary Make-Ready more complicated or time-consuming, including, but not limited to the number of Poles, seasonal weather conditions, the Utility shall identify those factors in the Make-Ready estimate and the parties shall agree upon a reasonable timeframe for completion.

6.4.4 Utility may toll the time period for completion of Make-Ready Work by written notice in order to respond to severe storms, natural disasters, or other emergency situations.

- 6.5 **Permit as Authorization to Attach.** Upon completion of any necessary Make-Ready Work and receipt of payment for such work, Utility will sign and return the Permit Application, which shall serve as authorization for Licensee to make its Attachment(s).

Article 7—Make-Ready Work/Installation

- 7.1 **Estimate for Make-Ready Work.** If Utility determines that it can accommodate Licensee's request for Attachment(s), including Overlapping of an existing Attachment, it will, upon request, advise Licensee of any estimated Make-Ready Work charges necessary to accommodate the Attachment.
- 7.2 **Payment of Make-Ready Work.** Upon completion of the Make-Ready Work, Utility shall invoice Licensee for Utility's actual cost of such Make-Ready Work. Alternatively, Utility, at its discretion, may require payment in advance for Make-Ready Work based upon the estimated cost of such work. In such case, upon completion Licensee shall pay Utility's actual cost of Make-Ready Work. The costs of the work shall be itemized in accordance with Paragraph 3.9 and trued up in accordance with Paragraph 3.8.
- 7.3 **Who May Perform Make-Ready Work.** Make-Ready Work shall be performed only by Utility and/or a contractor authorized by Utility to perform such work. If Utility chooses not to or cannot perform the Make-Ready Work to accommodate Licensee's Communications Facilities within sixty (60) calendar days of Licensee's agreement, to Make-Ready Work estimate, Licensee may request the ability to use a qualified contractor to perform such work and shall specify when such work would be performed. In all instances, "qualified contractors," if allowed, must be pre-approved by Utility for such work on an annual basis.
- 7.4 **Scheduling of Make-Ready Work.** In performing all Make-Ready Work to accommodate Licensee's Communications Facilities, Utility will attempt to include such work in its normal work schedule. If Licensee requests that the Make-Ready Work be performed on a priority basis or outside of Utility's normal work hours, Licensee will pay any resulting increased costs. Nothing in this Agreement shall be construed to require Utility to perform Licensee's work before other scheduled work or Utility service restoration.
- 7.5 **Notification of Make-Ready Work.** Before starting Make-Ready Work, Utility shall notify all Attaching Entities of the date and location of the scheduled work

and shall afford all such entities an opportunity to make any modifications to their existing Attachments in connection with the Make-Ready Work.

7.6 Written Approval of Installation Plans Required. Before making any Attachments to Utility's Poles, including Overlapping of existing Attachments, Licensee must obtain Utility's written detailed plan approval for the Attachments. Such detailed plans shall accompany a Permit application as required under Paragraph 6.4.

7.7 Licensee's Installation/Removal/Maintenance Work.

7.7.1 All of Licensee's installation, removal, and maintenance work, by either Licensee's employees or authorized contractors, shall be performed at Licensee's sole cost and expense, in a good and workmanlike manner, and must not adversely affect the structural integrity of Utility's Poles or other Facilities or other Attaching Entity's facilities or equipment. All such work is subject to the insurance requirements of Article 18.

7.7.2 All of Licensee's installation, removal, and maintenance work, either by its employees or authorized contractors, shall comply with all applicable regulations specified in Paragraph 4.1. Licensee shall assure that any person installing, maintaining, or removing its Communications Facilities is fully qualified and familiar with all Applicable Standards, the provisions of Article 17, and the Minimum Design Specifications contained in Appendix D.

Article 8—Transfers

8.1 Required Transfers of Licensee's Communications Facilities. If Utility reasonably determines that a transfer of Licensee's Communications Facilities is necessary, Utility will, at its option, either require Licensee to perform such transfer at its own expense within thirty (30) calendar days after receiving notice from Utility, or perform the transfer itself, using its personnel, and/or contractors. If Licensee fails to transfer its Facilities within thirty (30) calendar days after receiving such notice from Utility, Utility shall have the right to transfer Licensee's Facilities using its personnel and/or contractors. The costs of such transfers shall be apportioned as specified under Article 9. Utility shall not be liable for damage to Licensee's Facilities except to the extent provided in Paragraph 16.1. The written advance notification requirement of this Paragraph shall not apply in emergency situations. In emergency situations, Utility shall provide such advance notice as is practical, given the urgency of the particular situation. Utility shall then provide written notice of any such actions taken within ten (10) days following the occurrence. Irrespective of who owns Facilities that

are Overlashed on to Licensee's Attachments. Licensee is responsible for the transfer of such Facilities and the costs of doing so.

Article 9—Modifications and/or Replacements

- 9.1 **Licensee's Action Requiring Modification/Replacement.** If any Pole to which Licensee desires to make Attachment(s) is unable to support or accommodate the additional facilities in accordance with all Applicable Standards, Utility will notify Licensee of the necessary Make-Ready Work, and associated costs, to provide adequate Pole space, including, but not limited to, replacement of the Pole and/or rearrangement or transfer of Utility's Facilities, as well as the facilities of other Attaching Entities. Licensee shall be responsible for separately entering into an agreement with other Attaching Entities concerning the allocation of costs for the relocation or rearrangement of such entities' existing Attachments. If Licensee elects to go forward with the necessary changes, Licensee shall pay to Utility the actual cost of the Make-Ready Work, performed by Utility, in accordance with Paragraph 3.9. Utility, in its discretion, may require advance payment. Licensee shall also be responsible for obtaining and furnishing to Utility before the commencement of any Make-Ready Work, agreements between Licensee and the other Attaching Entities (including Overlashers) concerning the relocation or rearrangement of their Attachments and the costs involved.
- 9.2 **Treatment of Multiple Requests for Same Pole.** If Utility receives Permit Applications for the same Pole from two or more prospective licensees within sixty (60) calendar days of the initial request, and accommodating their respective requests would require modification of the Pole or replacement of the Pole, Utility will allocate among such licensees the applicable costs associated with such modification or replacement.
- 9.3 **Guying.** The use of guying to accommodate Licensee's Attachments shall be provided by, and at the expense of, Licensee and to the satisfaction of Utility, as specified in Appendix D. Licensee shall not attach its guy wires to Utility's anchors without prior written permission of Utility. If permission is granted, charges may apply.
- 9.4 **Allocation of Costs.** The costs for any rearrangement or transfer of Licensee's Communications Facilities or the replacement of a Pole (including any related costs for tree cutting or trimming required to clear the new location of Utility's cables or wires) shall be allocated to Utility and/or Licensee and/or other Attaching Entity on the following basis:
- 9.4.1 If Utility intends to modify or replace a Pole solely for its own requirements, it shall be responsible for the costs related to the modification/replacement of the Pole. Licensee shall not be responsible

for costs associated with the rearrangement or transfer of Licensee's Communications Facilities, unless and to the extent the rearrangement or transfer is necessary in connection with Utility's reacquisition of Reserved Capacity from Licensee. Prior to making any such modification or replacement, Utility shall provide Licensee written notification of its intent in order to provide Licensee a reasonable opportunity to modify or add to its existing Attachment. Should Licensee decide to do so, it must seek Utility's written permission in accordance with this Agreement. If Licensee elects to add to or modify its Communications Facilities, Licensee shall pay its Pro-Rata of the costs incurred by Utility in making the space on the Poles accessible to Licensee.

- 9.4.2** If the modification or replacement of a Pole is necessitated by the requirements of Licensee, Licensee shall be responsible for all costs caused by the modification or replacement of the Pole as well as the costs associated with the transfer or rearrangement of any other Attaching Entity's Communications Facilities. At the time Licensee submits a Permit Application to Utility, Licensee shall submit evidence, in writing, that it has made arrangements to reimburse all affected Attaching Entities for their costs caused by the transfer or rearrangement of their Facilities. Utility shall not be obligated in any way to enforce or administer Licensee's responsibility for the costs associated with the transfer or rearrangement of another Attaching Entity's Facilities pursuant to this Paragraph 9.4.2.
- 9.4.3** If the modification or the replacement of a Pole is the result of an additional Attachment or the modification of an existing Attachment sought by an Attaching Entity other than Utility or Licensee, the Attaching Entity requesting the additional or modified Attachment shall bear the entire cost of the modification or replacement, as well as the costs for rearranging or transferring Licensee's Communications Facilities. Licensee shall cooperate with such third-party Attaching Entity to determine the costs of moving Licensee's facilities.
- 9.4.4** If the Pole must be modified or replaced for reasons unrelated to the use of the Pole by Attaching Entities (e.g., storm, accident, deterioration), Utility shall pay the costs of such modification or replacement and Licensee shall pay the costs of rearranging or transferring its Communications Facilities.

- 9.5 **Utility Not Required to Relocate.** Nothing in this Agreement shall be construed to require Utility to relocate its Attachments or to modify or replace its Poles for the benefit of Licensee.

Article 10—Abandonment or Removal of Utility Facilities

- 10.1 **Notice of Abandonment or Removal of Utility Facilities.** If Utility desires at any time to abandon, remove, or underground any Utility Facilities to which Licensee's Communications Facilities are attached, it shall give Licensee notice in writing to that effect at least sixty (60) calendar days prior to the date on which it intends to abandon or remove such Utility's Facilities. Notice may be limited to thirty (30) calendar days if Utility is required to remove or abandon its Utility Facilities as the result of the action of a third party and the lengthier notice period is not practical. Such notice shall indicate whether Utility is offering Licensee an option to purchase the Pole(s). If, following the expiration of the thirty (30) day period, Licensee has not yet removed and/or transferred all of its Communications Facilities and has not entered into an agreement to purchase Utility's Facilities pursuant to Paragraph 10.2, Utility shall have the right, but not the obligation, to remove or transfer Licensee's Communications Facilities at Licensee's expense. Utility shall give Licensee prior written notice of any such removal or transfer of Licensee's Facilities.
- 10.2 **Option to Purchase Abandoned Poles.** Should Utility desire to abandon any Pole, Utility may, in its sole discretion, grant Licensee the option of purchasing such Pole at a price to be negotiated with Utility. Licensee must notify Utility in writing within thirty (30) calendar days of the date of Utility's notice of abandonment that Licensee desires to purchase the abandoned Pole. Thereafter, Licensee must also secure and deliver proof of all necessary governmental approvals and easements allowing Licensee to independently own and access the Pole within forty-five (45) calendar days. Should Licensee fail to secure the necessary governmental approvals, or should Utility and Licensee fail to enter into an agreement for Licensee to purchase the Pole within forty-five (45) calendar days, Licensee must remove its Attachments as required under Paragraph 10.1. Nothing in this Agreement shall be construed as requiring Utility to sell Licensee Poles that Utility intends to remove or abandon.
- 10.3 **Underground Relocation.** If Utility moves any portion of its aerial system underground, Licensee shall remove its Communications Facilities from any affected Poles within sixty (60) calendar days of receipt of notice from Utility and must either relocate its affected Facilities underground with Utility or find other means to accommodate its Facilities. If Licensee does not remove its Attachments within sixty (60) days, Utility shall have the right to remove or transfer Licensee's Communications Facilities at Licensee's expense. Licensee's

failure to remove its Facilities as required under this Paragraph 10.3 shall subject Licensee to the penalty provisions of Appendix A.

Article 11—Removal of Licensee’s Facilities

Removal on Expiration/Termination. At the expiration or other termination of this License Agreement or individual Permit(s), Licensee shall remove its Communications Facilities from the affected Poles at its own expense. If Licensee fails to remove such Facilities within sixty (60) calendar days of expiration or termination or some greater period as allowed by Utility, Utility shall have the right, but not the obligation, to remove or transfer such Facilities removed at Licensee’s expense.

Article 12—Termination of Permit

- 12.1 Automatic Termination of Permit.** Any Permit issued pursuant to this Agreement shall automatically terminate when Licensee ceases to have authority to construct and operate its Communications Facilities on public or private property at the location of the particular Pole(s) covered by the Permit. Permits will also expire if the Licensee’s facilities are not installed and operational within six (6) months of the Permit issuance date.
- 12.2 Surrender of Permit.** Licensee may at any time surrender any Permit for Attachment(s) and remove its Communications Facilities from the affected Pole(s), provided, however, that before commencing any such removal, Licensee must obtain Utility’s written approval of Licensee’s plans for removal, including the name of the person or entity performing such work and the date(s) and time(s) during which such work will be completed. All such work is subject to the insurance requirements of Article 18. No refund of any fees or costs will be made upon removal. If Licensee surrenders such Permit pursuant to the provisions of this Article, but fails to remove its Attachments from Utility’s Facilities within thirty (30) calendar days, Utility shall have the right, but not the obligation, to remove or transfer Licensee’s Attachments at Licensee’s expense.

Article 13—Inspection of Licensee’s Facilities

- 13.1 Inspections.** Utility may conduct an inventory and inspection of Attachments at any time. Within thirty (30) calendar days of receiving written notice from Utility, Licensee shall correct all Attachments that Utility identifies as being out of compliance with Applicable Standards. If Utility finds that five percent (5%) or more of Licensee’s Attachments are either in non-compliance or not permitted, Licensee shall pay its *pro-rata* share of the costs of the inspection.
- 13.2 Notice.** Utility will give Licensee reasonable advance written notice of such inspections, except in those instances in which safety considerations justify the need for such inspection without delay.

- 13.3 **No Liability.** Inspections performed under this Article 13, or the failure to do so, shall not operate to impose upon Utility any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations, or liability, whether assumed under this Agreement or otherwise existing.
- 13.4 **Attachment Records.** Notwithstanding the above inspection provisions, Licensee shall furnish to Utility annually an up-to-date electronic map depicting the locations of its Attachments, in a format specified by Utility.

Article 14—Unauthorized Occupancy or Access

- 14.1 **Penalty Fee.** If any of Licensee's Attachments are found occupying any Pole for which no Permit has been issued, Utility, without prejudice to its other rights or remedies under this Agreement, may assess an Unauthorized Access Penalty Fee, as specified in Appendix A, Item 3. If Licensee fails to pay such Fee within thirty (30) calendar days of receiving notification of it, Utility shall have the right, but not the obligation, to remove such Communications Facilities at Licensee's expense.
- 14.2 **No Ratification of Unauthorized Use.** No act or failure to act by Utility with regard to any unauthorized use shall be deemed as ratification of the unauthorized use. Unless the parties agree otherwise, a Permit for a previously unauthorized Attachment shall not operate retroactively or constitute a waiver by Utility of any of its rights or privileges under this Agreement or otherwise, and Licensee shall remain subject to all obligations and liabilities arising out of or relating to its unauthorized use.

Article 15—Reporting Requirements

At the time that Licensee pays its annual Attachment Fee, Licensee shall also provide the following information to Utility:

- 15.1 The Poles on which Licensee has installed, during the relevant reporting period, Risers and service drops, for which no Permit was required.
- 15.2 All Attachments that have become nonfunctional during the relevant reporting period. The report shall identify the Pole on which the nonfunctional Attachment is located, describe the nonfunctional equipment, and indicate the approximate date the Attachment became nonfunctional.
- 15.3 Any equipment Licensee has removed from Poles during the relevant reporting period. The report shall identify the Pole from which the equipment was removed, describe the removed equipment, and indicate the approximate date of removal. This requirement does not apply where Licensee is surrendering a Permit pursuant to Paragraph 12.2.

Article 16—Liability and Indemnification

16.1 Liability. Utility reserves to itself the right to maintain and operate its Poles in the manner that will best enable it to fulfill its service requirements. Licensee agrees to use Utility's Poles at Licensee's sole risk.

16.2 Indemnification. Licensee, and any agent, contractor, or subcontractor of Licensee, shall defend, indemnify, and hold harmless Utility and its officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments made by Utility under any Workers' Compensation Laws or under any plan for employees' disability and death benefits), and expenses (including reasonable attorney's fees of Utility and all other costs and expenses of litigation) ("Covered Claims") arising in any way, including any act, omission, failure, negligence, or willful misconduct, in connection with the construction, maintenance, repair, presence, use, relocation, transfer, removal or operation by Licensee, or by Licensee's officers, directors, employees, agents, or contractors, of Licensee's Communications Facilities, except to the extent of Utility's gross negligence or willful misconduct solely giving rise to such Covered Claims. Such Covered Claims include, but are not limited to, the following:

16.2.1 Intellectual property infringement, libel and slander, trespass, unauthorized use of television or radio broadcast programs and other program material, and infringement of patents;

16.2.2 Cost of work performed by Utility that was necessitated by Licensee's failure, or the failure of Licensee's officers, directors, employees, agents or contractors, to install, maintain, use, transfer, or remove Licensee's Communications Facilities in accordance with the requirements and specifications of this Agreement, or from any other work this Agreement authorizes Utility to perform on Licensee's behalf;

16.2.3 Damage to property, injury to or death of any person arising out of the performance or nonperformance of any work or obligation undertaken by Licensee, or Licensee's officers, directors, employees, agents, or contractors, pursuant to this Agreement;

16.2.4 Liabilities incurred as a result of Licensee's violation, or a violation by Licensee's officers, directors, employees, agents, or contractors, of any law, rule, or regulation of the United States, any State, or any other governmental entity or administrative agency.

16.3 Environmental Hazards. Licensee represents and warrants that its use of Utility's Poles will not generate any Hazardous Substances, that it will not store or dispose on or about Utility's Poles or transport to Utility's Poles any hazardous substances and that Licensee's Communications Facilities will not constitute or contain and will not generate any hazardous substance in violation of federal, state, or local law now or hereafter in effect, including any amendments. "Hazardous Substance" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, dangerous radio frequency radiation, or other similar terms by any federal, state, or local laws, regulations or rules now or hereafter in effect, including any amendments. Licensee further represents and warrants that in the event of breakage, leakage, incineration, or other disaster, its Communications Facilities would not release any Hazardous Substances. Licensee and its agents, contractors, and subcontractors shall defend, indemnify, and hold harmless Utility and its respective officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, punitive damages, or expenses (including reasonable attorney's fees and all other costs and expenses of litigation) arising from or due to the release, threatened release, storage, or discovery of any Hazardous Substances on, under, or adjacent to Utility's Poles attributable to Licensee's use of Utility's Poles.

Should Utility's Poles be declared to contain Hazardous Substances, Utility, Licensee, and all Attaching Entities shall share proportionately in the cost of disposal of the affected Poles based on each entity's individual percentage use of same. For Attaching Entities, such percentage shall be derived from the sum of space occupied by each Attaching Entity plus its share of the common space, including the NESC safety space. For Utility, such percentage shall be equal to the space above the NESC safety space plus its share of the common Space. If the source or presence of the Hazardous Substance is solely attributable to particular parties, such costs shall be borne solely by those parties.

16.4 Municipal Liability Limits. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by Utility of any applicable State limits on municipal liability or governmental immunity. No indemnification provision contained in this Agreement under which Licensee indemnifies Utility shall be construed in any way to limit any other indemnification provision contained in this Agreement.

16.5 If Utility brings a successful action in a court of competent jurisdiction to enforce this Agreement, Licensee shall pay Utility's reasonable attorney's fees.

Article 17—Duties, Responsibilities, and Exculpation

- 17.1 **Duty to Inspect.** Licensee acknowledges and agrees that Utility does not warrant the condition or safety of Utility's Facilities, or the premises surrounding the Facilities, and Licensee further acknowledges and agrees that it has an obligation to inspect Utility's Poles and/or premises surrounding the Poles, prior to commencing any work on Utility's Poles or entering the premises surrounding such Poles.
- 17.2 **Knowledge of Work Conditions.** By executing this Agreement, Licensee warrants that it has acquainted, or will fully acquaint, itself and its employees and/or contractors and agents with the conditions relating to the work that Licensee will undertake under this Agreement and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.
- 17.3 **DISCLAIMER. UTILITY MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO UTILITY'S POLES, ALL OF WHICH ARE HEREBY DISCLAIMED, AND UTILITY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH IN THIS AGREEMENT. UTILITY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 17.4 **Duty of Competent Supervision and Performance.** The parties further understand and agree that, in the performance of work under this Agreement, Licensee and its agents, employees, contractors, and subcontractors will work near electrically energized lines, transformers, or other Utility Facilities. The parties understand and intend that energy generated, stored, or transported by Utility Facilities will not be interrupted during the continuance of this Agreement, except in emergencies endangering life or threatening grave personal injury or property. Licensee shall ensure that its employees, agents, contractors, and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, agents, contractors, and subcontractors; employees, agents, contractors, and subcontractors of Utility; and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, Licensee shall furnish its employees, agents, contractors, and subcontractors competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner. Licensee agrees that in emergency situations in which it may be necessary to de-energize any part of Utility's equipment, Licensee shall ensure that work is suspended until the equipment has been de-energized and that no such work is conducted unless and until the equipment is made safe.

- 17.5 **Requests to De-energize.** If Utility de-energizes any equipment or line at Licensee's request and for its benefit and convenience in performing a particular segment of any work, Licensee shall reimburse Utility in accordance with Paragraph 3.9, for all costs and expenses that Utility incurs in complying with Licensee's request. Before Utility de-energizes any equipment or line, it shall provide, upon request, an estimate of all costs and expenses to be incurred in accommodating Licensee's request.
- 17.6 **Interruption of Service.** If Licensee causes an interruption of service by damaging or interfering with any equipment of Utility, Licensee shall, at its own expense, immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting therefrom and shall notify Utility immediately.
- 17.7 **Duty to Inform.** Licensee further warrants that it understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION) inherent in the work necessary to make installations on Utility's Poles by Licensee's employees, agents, contractors, or subcontractors, and Licensee accepts the duty and sole responsibility to notify and inform Licensee's employees, agents, contractors, or subcontractors of such dangers, and to keep them informed regarding same.

Article 18—Insurance

- 18.1 **Policies Required.** At all times during the term of this Agreement, Licensee shall keep in force and effect all insurance policies as described below. These insurance requirements shall extend to all agents, contractors, subcontractors or others working on behalf of the Licensee in performing any and all work contemplated under this Agreement:
- 18.1.1 **Workers' Compensation and Employers' Liability Insurance.** Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than that required by Oklahoma law at the time of the application of this provision for each accident. This policy shall be endorsed to include a waiver of subrogation in favor of Utility. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.
- 18.1.2 **Commercial General Liability Insurance.** Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, and independent contractor's coverage.

- 18.1.3 **Automobile Liability Insurance.** Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles.
- 18.1.4 **Umbrella Liability Insurance.** Coverage is to be in excess of the sum employers' liability, commercial general liability, and automobile liability insurance required above.
- 18.1.5 **Property Insurance.** Each party will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and utility structures, fencing, or support systems that may be placed on, within, or around Utility Facilities to fully protect against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance or self-insure such exposures.
- 18.2 **Qualification; Priority; Contractors' Coverage.** The insurer must be authorized to do business under the laws of the State of Oklahoma and have an "A" or better rating in Best's Guide. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Licensee shall carry, in full force and effect, workers' compensation and employers' liability, comprehensive general liability, and automobile liability insurance coverages of the type that Licensee is required to obtain under this Article 18 with the same limits.
- 18.3 **Certificate of Insurance; Other Requirements.** Prior to the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, Licensee will furnish Utility with a certificate of insurance ("Certificate") and, upon request, certified copies of the required insurance policies. The Certificate shall reference this Agreement and workers' compensation and property insurance waivers of subrogation required by this Agreement. Utility shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement. Utility, its council members, board members, commissioners, agencies, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the policies, except workers' compensation, which shall be so stated on the Certificate of Insurance. All policies, other than workers' compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles, not to exceed \$100,000, or such greater amount as expressly allowed in writing by Utility. Licensee shall defend, indemnify and hold harmless Utility and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Licensee shall obtain

Certificates from its agents, contractors, and their subcontractors and provide a copy of such Certificates to Utility upon request.

- 18.4 **Limits.** The minimum limits of liability for policies required by this Article shall be provided to Licensee by Utility. The limits of liability may be increased or decreased as required by Utility in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans, or laws that would materially increase or decrease Licensee's exposure to risk.
- 18.5 **Prohibited Exclusions.** No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Agreement with Utility except as to infringement of patents or copyrights or for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage for injuries to Utility's employees or agents, or (4) exclude coverage of liability for injuries or damages caused by Licensee's contractors or the contractors' employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.
- 18.6 **Deductible/Self-insurance Retention Amounts.** Licensee shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

Article 19—Authorization Not Exclusive

Utility shall have the right to grant, renew, and extend rights and privileges to others not party to this Agreement by contract or otherwise, to use Utility Facilities covered by this Agreement. Such rights shall not interfere with the rights granted to Licensee by the specific Permits issued pursuant to this Agreement.

Article 20—Assignment

- 20.1 **Limitations on Assignment.** Licensee shall not assign its rights or obligations under this Agreement, nor any part of such rights or obligations, without the prior written consent of Utility, which consent shall not be unreasonably withheld.
- 20.2 **Obligations of Assignee/Transferee and Licensee.** No assignment or transfer under this Article 20 shall be allowed until the assignee or transferee becomes a signatory to this Agreement and assumes all obligations of Licensee arising under this Agreement. Licensee shall furnish Utility with prior written notice of the transfer or assignment, together with the name and address of the transferee or assignee. Notwithstanding any assignment or transfer, Licensee shall remain fully liable under this Agreement and shall not be released from performing any of the

terms, covenants, or conditions of this Agreement without the express written consent to the release of Licensee by Utility.

- 20.3 Sub-licensing.** Without Utility's prior written consent, Licensee shall not sub-license or lease to any third party, including but not limited to, allowing third parties to place Attachments on Utility's Facilities, including Overlapping, or to place Attachments for the benefit of such third parties on Utility's Poles. Any such action shall constitute a material breach of this Agreement. The use of Licensee's Communications Facilities by third parties (including but not limited to leases of dark fiber) that involves no additional Attachment or Overlapping is not subject to this Paragraph 20.3.

Article 21—Failure to Enforce

Failure of Utility or Licensee to take action to enforce compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect until terminated, in accordance with this Agreement.

Article 22— Issue Resolution Process

- 22.1 Dispute Resolution.** Except for an action seeking a temporary restraining order or an injunction or to compel compliance with this dispute resolution procedure, the parties can invoke the dispute resolution procedures in this Article at any time to resolve a controversy, claim, or breach arising under this Agreement. Each party will bear its own costs for dispute resolution activity.
- 22.2 Initial Meeting.** At either party's written request, each party will designate knowledgeable, responsible, senior representatives to meet and negotiate in good faith to resolve a dispute. The representatives will have discretion to decide the format, frequency, duration, and conclusion of these discussions. The parties will conduct any meeting in-person or via conference call, as reasonably appropriate.
- 22.3 Executive Meeting.** If ninety (90) days after the first in-person meeting of the senior representatives, the parties have not resolved the dispute to their mutual satisfaction, each party will designate executive representatives at the director level or above to meet and negotiate in good faith to resolve the dispute. To facilitate the negotiations, the parties may agree in writing to use mediation.
- 22.4 Unresolved Dispute.** If after sixty (60) days from the first executive-level, in-person meeting, the parties have not resolved the dispute to their mutual satisfaction; either party may invoke any legal means available to resolve the dispute, including enforcement of the default and termination procedures set out in Article 24.

- 22.5 Confidential Settlement.** Unless the parties otherwise agree in writing, communication between the parties under this Article will be treated as confidential information developed for settlement purposes, exempt from discovery and inadmissible in litigation.
- 22.6 Business as Usual.** During any dispute resolution procedure or lawsuit, the Utilities will continue providing services to each other and performing their obligations under this Agreement.

Article 23—Termination of Agreement

- 23** Utility shall have the right, pursuant to the procedures set out in this Article 23, to terminate this entire Agreement, or any Permit issued under it, whenever Licensee is in default of any material term or condition of this Agreement, including, but not limited to, the following circumstances:
- 23.1.1** Construction, operation, or maintenance of Licensee’s Communications Facilities in violation of law, or in aid of any unlawful act or undertaking; or
 - 23.1.2** Construction, operation, or maintenance of Licensee’s Communications Facilities after any authorization required of Licensee has lawfully been denied or revoked by any governmental authority or any private holder of easements or other rights, or violation of any other agreement with Utility; or
 - 23.1.3** Construction, operation, or maintenance of Licensee’s Communications Facilities without the insurance coverage required under Article 18.
- 23.2** Utility will notify Licensee in writing of any defaults by Licensee under this Agreement. Licensee shall take immediate corrective action to eliminate any such defaults within fifteen (15) calendar days, or such longer period as the parties may agree, and shall confirm in writing to Utility that the cited condition or conditions have ceased or been corrected, or are in the process of being corrected.
- 23.3** If Licensee contests the existence of the default, it may invoke the dispute resolution procedures of Article 22.
- 23.4** If the parties are unable to resolve the dispute and Licensee fails to discontinue or correct a default in a timely manner or fails to give the required confirmation, Utility may immediately terminate this Agreement or any Permit(s) granted under it. In the event of termination of this Agreement or any of Licensee’s rights, privileges, or authorizations, Utility may seek removal of Licensee’s Communications Facilities pursuant to the terms of Article 11, from any or all of

Utility's Poles. In such instance, Licensee shall remain liable to Utility for all fees and charges accrued pursuant to the terms of this Agreement.

Article 24—Term of Agreement

- 24.1 This Agreement shall become effective upon its execution and, if not terminated in accordance with other provisions of this Agreement, shall continue in effect for a term of five (5) years and, unless terminated by either party, agreement may be renewed for one (1) additional five (5) year term by mutual assent of the parties. Either party may terminate this Agreement at the end of the initial term by giving written notice of intent to terminate the Agreement at the end of the term. Such a notice must be given least ninety (90) calendar days prior to the end of the then-current term.
- 24.2 Even after the termination of this Agreement, Licensee's indemnity obligations shall continue with respect to any claims or demands related to Licensee's Communications Facilities, as provided for in Article 16.

Article 25—Amending Agreement

This Agreement shall not be amended, changed, or altered except in writing and with approval by authorized representatives of both parties.

Article 26—Notices

- 26.1 Wherever in this Agreement notice is required to be given by either party to the other, such notice shall be in writing and shall be effective when personally delivered to, or when mailed by certified mail with return receipt requested, with postage prepaid, and except where specifically provided for elsewhere, properly addressed as follows:
- If to Utility, at: ATTN: City Clerk
- 723 S Lewis St., Stillwater, OK 74074
- If to Licensee, at: _____
- or to such other address as either party, from time to time, may give the other party in writing.
- 26.2 The above notwithstanding the parties may agree to utilize electronic communications such as email for notifications related to the Permits application and approval process and necessary transfer or pole modifications.
- 26.3 Licensee shall maintain a staffed 24-hour emergency telephone number, not available to the general public, where Utility can contact Licensee to report damage to Licensee's facilities or other situations requiring immediate communications

between the parties. Such contact person shall be qualified and able to respond to Utility's concerns and requests.

Article 27—Entire Agreement

This Agreement and its appendices constitute the entire agreement between the parties concerning attachments of Licensee's Communications Facilities on Utility's Poles within the geographical service area covered by this Agreement. Unless otherwise expressly stated in this Agreement, all previous agreements, whether written or oral, between Utility and Licensee are superseded and of no further effect.

Article 28 -- Severability

If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either party, such provision shall not render unenforceable this entire Agreement. Rather, the parties intend that the remaining provisions shall be administered as if the Agreement did not include the invalid provision.

Article 29 —Governing Law

All matters relating to this Agreement shall be governed by the laws (without reference to choice of law) of the State of Oklahoma.

Article 30—Incorporation of Recitals and Appendices

The recitals stated above and all appendices to this Agreement are incorporated into and constitute part of this Agreement.

Article 31—Performance Bond

On execution of this Agreement, Licensee shall provide to Utility a performance bond or letter of credit in an amount of (\$1000 per Small Wireless Facility). The bond shall be with an entity and in a form acceptable to Utility. The purpose of the bond is to ensure Licensee's performance of all of its obligations under this Agreement and for the payment by Licensee of any claims, liens, taxes, liquidated damages, penalties, and fees due to Utility that arise by reason of the construction, operation, maintenance, or removal of Licensee's Communications Facilities on or about Utility's Poles.

Article 32—Force Majeure

32.1 If either Utility or Licensee is prevented or delayed from fulfilling any term or provision of this Agreement by reason of fire, flood, earthquake, or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of equipment of vendor, or any other such cause not attributable to the negligence or fault of the party delayed in performing the acts required by the Agreement, then performance of such acts shall be excused for the period of the unavoidable delay, and the affected party

shall endeavor to remove or overcome such inability as soon as reasonably possible.

- 32.2 Utility shall not impose any charges on Licensee stemming solely from Licensee's inability to perform required acts during a period of unavoidable delay as described in Paragraph 32.1, provided that Licensee present Utility with a written description of such force majeure within a reasonable time after occurrence of the event or cause relied on, and further provided that this provision shall not operate to excuse Licensee from the timely payment of any fees or charges due Utility under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

(UTILITY)

(LICENSEE)

BY: _____

BY: Julie D. Roberts

Title: _____

Title: CFO

UTILITY

STATE OF OKLAHOMA

: ss

County of Payne

I, the undersigned, a Notary Public in and for the State of Oklahoma, hereby certify that on the ____ day of _____, 2____, personally appeared before me [NAME] _____, [TITLE] _____ to me known to be the individual described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year above written.

Notary Public in and for the
State of Oklahoma, residing at
_____, Oklahoma

LICENSEE

STATE OF [INSERT STATE]

Colorado

: ss

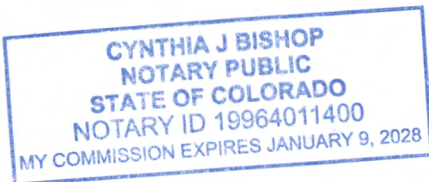
County of

Denver

I, the undersigned, a Notary Public in and for the State of Colorado, hereby certify that on the 5th day of June, 2 024, personally appeared before me [NAME] Julie Smoots, [TITLE] CFO to me known to be the individual described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year above written.

Cynthia J Bishop



Notary Public in and for the
State of Colorado, residing at

Part Two – Appendices and Drawings

APPENDIX A— Fees and Charges

Pole Attachment Fees and Charges

Effective Date / /

1. Annual Pole Attachment Rate(s):

Occupancy Rate: \$20.00 per small wireless facility/per year

Collocation (Attachment) Rate: \$20.00 per pole/per year

2. Non-Recurring Fees:

One-time License Agreement Fee \$350.00

Permit Application Fee \$200.00 per Permit Application
(1-5 Attachments)

Permit Application Fee \$100.00 per Permit Application
(6 -25 Attachments)

Make Ready Work Charges See Article 3 of Agreement

Miscellaneous Charges See Article 3 of Agreement [or
Attach Fee Schedule for Work
Performed for the Licensee]

Inspection Fees..... See Article 3 of Agreement

3. Unauthorized Attachment Penalty Fee:

5 x annual collocation (attachment) rate, per occurrence.

4. Failure To Timely Transfer, Abandon, or Remove Facilities Penalty:

1/5 annual attachment fee per day, per pole, first 30 days; after the initial
30 days the penalty shall be equal to the annual collocation (attachment)
rate per day, per pole.

NOTE: The Utility may increase the fees and rates it adopts under this appendix by ten percent (10%) every five (5) years rounded to the nearest dollar.

APPENDIX B—Pole Attachment

Permit Application Process

The following procedure is to be followed by each Licensee seeking to make new Attachments on Utility's Poles, or overlash to existing pole tenant facilities on Utility's Poles. Note that no entity may make any Attachments to Utility's Poles or overlash to existing pole tenant facilities on Utility's Poles without having first entered into a binding Pole Attachment Licensing Agreement with Utility. Third parties seeking to overlash to an existing pole tenant facility must also have a written overlash agreement with the pole tenant to be overlash. The overlash agreement must be provided to the Utility at the time of application.

1. Licensee shall submit a written request to perform a Pre-Construction Inspection. The request must include a preliminary route description. Licensee shall have a professional engineer or utility-approved employee or contractor, participate in a Pre-Construction Inspection, which will include a review of the proposed Attachment(s) to determine the feasibility of the request and identify any potential Make-Ready Work. Appendix F to this Agreement contains the minimum design review information that an applicant must provide and a worksheet for determining the minimum specifications that the proposed Attachment must meet.
2. Following the Pre-Construction Inspection, Licensee shall submit a completed Permit Application (Appendix C) that includes: route map, information required in Appendix F, installation plans, recommendations on Make-Ready Work, and a pole-loading analysis stamped by a professional engineer. Licensee shall prepare the Permit Application in adherence with the Applicable Standards (Section 1.2 of Agreement) and specifications (Appendix D).
3. At the Licensee's expense, the Utility will review the recommendations from the inspection and the pole-loading analysis, and discuss any issues with the Licensee.
4. Upon receipt of written authorization, Utility will proceed with Make-Ready Work according to the specific agreed-upon installation plans and the terms of the Agreement, including payment for the Make-Ready Work charges as set out by Utility and agreed to by the Licensee.
5. Upon completion of the Make-Ready Work, the Utility will *sign* and return the Application for Permit authorizing the Licensee to make its Attachment(s) in accordance with agreed-upon installation plans.

6. Unless waived in writing by the Utility, the Licensee's professional engineer, utility-approved employee, or contractor shall submit written certification that he/she has completed the Post-Construction Inspection and that the installation was done in accordance with the provisions of the Permit. The Post-Construction Inspection shall be submitted within ninety (90) calendar days after installation is complete. The Utility will verify the inspection by means that it deems to be reasonable.

APPENDIX C - Application for Permit

Application Date: 6 / 3 / 24

To: Stillwater Utilities Authority
Attn: Electric Engineering
411 E 3rd Ave
Stillwater, OK 74074

Desire to: Attach to Utility Pole(s)

Remove Attachment from Utility Pole(s)

Overlash to existing facility attached to Utility Pole(s)

Permit No. _____

Occupancy Permit No. _____

Number of Poles this permit 79

Sheet 1 of 1

Licensee Name: Bluepeak

Address:

Contact Person: Matt Lanza Phone 331 431 8226

Title: Sr. PM of Aerial D&E

Utility Contact Person: Vernon Hall Phone 405 742 8367

Title: Power Distrobution Engineering Specialist

Narrative Description of proposed activity: Aerial Strand attachment for Fiber Optics

Application for Permit

In accordance with the terms and conditions of the Pole Attachment Licensing Agreement dated _____, application is hereby made for a Permit to attach to and/or vacate Pole(s) in the locations detailed on the attached Route Map(s). Also, attached is documentation as required by Appendix F of the Agreement. If applicable, the engineer's name, this State's registration number, and phone number are:

Name: _____ Phone: _____

Registration #: _____

Permission is hereby granted to Licensee to attach and/or vacate poles listed on the attached Field Data Summary Sheets, subject to payment of the necessary Make-Ready Work charges as set out by Utility and agreed to by the Licensee.

SUBMITTED:

APPROVED:

Licensee Bluepeak Utility _____

By Matt Lanza By _____

Title Sr. PM of Aerial D&E Title _____

Date 3/25/24 Date _____

Inspection required

APPENDIX D - Specifications for Licensee's Attachments to Utility Poles

Licensee, when making Attachments to Utility Poles, will adhere to the following engineering and construction practices.

- A. All Attachments shall be made in accordance with the Applicable Standards, as defined in Paragraph 1.2 of this Agreement.

B. Clearances

1. **Attachment and Cable Clearances:** Licensee's Attachments on Utility Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts and other equipment, must be attached so as to maintain the minimum separations specified in the National Electrical Safety Code ("NESC") and in drawings and specifications Utility may from time to time furnish Licensee. (See Drawings A-01 to A-99.)

Note: Attachments shall only be placed within the communication space as defined in the NESC.

2. **Service Drop Clearance:** From the pole to the home building the parallel minimum separation between Utility's service drops and communications service drops shall be twelve (12) inches, per NESC 235C1b (exception 3). (see drawing A-5)
3. All other drop clearances at the midspan must conform to NESC table 235-6.

Sag and Mid-Span Clearances: Licensee will be particularly careful to leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are: (a) achieved at poles located on both ends of the span; and (b) retained throughout the span. At mid-span, a minimum of twelve (12) inches of separation must be maintained between all telecommunication cables that meet NESC rule 230E1 (includes common phone, CATV, and fiber optic cables lashed to an effectively grounded messenger strand, or self-supporting cables).

NESC table 235-6 requires:

- 12" from neutral (by exception #16)
- 30" from supply lines carrying 0 to 8.7 kV (secondary)
- 30" plus 0.4" per kV in excess of 8.7 (primary)

4. **Vertical Risers:** All Risers, including those providing 120/240 volt power for Licensee's equipment enclosure, shall be placed on the quarter faces of the Pole and must be installed in conduit with weatherhead (if possible), attached to the Pole with stand-off brackets. A two (2) inch clearance in any direction from cable, bolts, clamps, metal supports, and other equipment shall be maintained. (*See Drawings A-02 and A-04.*)
5. **Climbing Space:** A clear Climbing Space must be maintained at all times on the face of the Pole. All Attachments must be placed so as to allow and maintain a clear and proper Climbing Space on the face of the Utility Pole. Licensee's cable/wire Attachments shall be placed on the same side of the Pole as those of other Attaching Entities. In general, all other Attachments and Risers should be placed on Pole quarter faces. (*See Drawing A-09.*)
6. **Pedestals and Enclosures:** Every effort should be made to install Pedestals, vaults and/or Enclosures at a minimum of ten (10) feet from Poles or other Utility Facilities, or the distance specified by the utility, whichever is greater.

C. Down Guys and Anchors

1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on the Utility's Poles by Licensee's Attachments. Anchors must be guyed adequately.
2. Anchors and guy wires must be installed on each Utility Pole where an angle or a dead-end occurs. Licensee shall make guy attachments to Poles at or below its cable Attachment. No proposed anchor can be within four (4) feet of an existing anchor without written consent of Utility.
3. Licensee may not attach guy wires to the anchors of Utility or third-party user without the anchor owner's specific prior written consent.
4. No Attachment may be installed on a Utility Pole until all required guys and anchors are installed. No Attachment may be modified, added to, or relocated in such a way as will materially increase the stress or loading on Utility Poles until all required guys and anchors are installed.
5. Licensee's down guys, if needed, shall be bonded, to the vertical ground wires of Utility's Pole, in accordance to NESC rule 92C. If there is no vertical ground present at the pole, the connections to the system neutral are to be made by the utility as an item of Make-Ready Work. Utility will determine if guys should be grounded or insulated.

D. Certification of Licensee's Design

1. Licensee's Attachment Permit application must be signed and sealed by a professional engineer, registered in the [State], certifying that Licensee's aerial cable design fully complies with the NESC and Utility's Construction Standards and any other applicable federal, state or local codes and/or requirements.
2. This certification shall include the confirmation that the design is in accordance with pole strength requirements of the NESC, taking into account the effects of Utility's Facilities and other Attaching Entities' facilities that exist on the Poles without regard to the condition of the existing facilities.

E. Miscellaneous Requirements

1. **Cable Bonding:** Licensee's messenger cable shall be bonded according to NESC rule 92C1 as a minimum, or at every pole with a vertical ground, as determined by the utility. If no ground exists on a pole to be bonded, Licensee shall install a Pole ground in accordance with the attached detail drawing. (See Drawings A-03 to A-04.)
2. **Customer Premises:** Licensee's service drop into customer premises shall be protected as required by the most current edition of the NEC.
3. **Communication Cables:** All Communications cables/wires not owned by Utility shall be attached within the Communications space that is located 40 inches below the lowest Utility conductors. (See Drawings A-01 through A-11.)
4. **Riser Installations:** All Licensee's Riser installations shall be in utility-approved conduit materials and placed on stand-off brackets. Ground wires may be attached directly to Pole. (See Drawings A-02 to A-04.)
5. **Tagging:** All Licensee's cables shall be identified with a band-type communications cable tag or other identification acceptable to Utility at each Attachment within twelve (12) inches of the Pole. The communications tag shall be consistent with communication industry standards and shall include at least the following: Licensee name, emergency contact number, and cable type. At the discretion of Utility, Tags shall be color-coded to permit identification of Attaching Entity by observation from the ground.

F. Utility Construction Drawings and Specifications

1. Refer to the attached Utility Construction Drawings, and obtain additional construction specifications from Utility in accordance with its requirements.

2. Apply the Utility's construction drawings and specifications in accordance with the NESC, NEC, and any other federal, state, or local code requirements.

APPENDIX E - Distribution Line Minimum Design Review Information and Suggested Worksheet

The following guidelines are provided, and corresponding information must be submitted with each Permit application for Pole Attachments on Utility's system. Utility may direct that certain Attachments do not require the submittal of Design Review Information. These Attachments are noted at the end of this section.

Each Permit application must include a report from a professional engineer registered to practice in the State of Oklahoma, and experienced in electric utility system design, or a utility-approved employee or contractor of Licensee. This report must clearly identify the proposed construction and must verify that the Attachments proposed will maintain Utility's compliance with NESC Class B construction for the loading district as outlined in the NESC Section 25.

Utility may or may not require that all of the following information be submitted at the time of the Permit application. The applicant shall have performed all required calculations and be ready to provide the detailed information below within fifteen (15) calendar days of notice. Applicant shall keep copies of the engineering data available for a period of twenty (20) years.

In determining compliance, the following minimum conditions shall be used in the calculations for pole strength:

1. All single-phase lines shall be assumed to have been reconductored to 477 ACSR 26/7, code name Hawk conductor for both phase and neutral. If a larger conductor size exists, the larger size shall be used in the calculations.
2. All three-phase lines shall be assumed to have been to 477 ACSR 26/7, code name Hawk conductor for three (3) phases and neutral. If existing conductors are larger than 4 0 AWG ACSR, the larger size shall be used in the calculations.
3. All pole lines shall assume a secondary/service conductor, installed from pole to pole, of #4/0 AWG triplex cable, with an ACSR messenger.
4. For pole strength calculations, all poles shall be as they actually exist, or be considered Class 4 for calculations.
5. All line angles or dead ends shall be guyed and anchored. Transverse pole strength shall not be assigned to attaching pole users for line angles, *i.e.*, pole should be viewed as being void of other cables, conductors, wires, or guys and considering only the applicant's wires/cables for guying calculations.
6. Points of attachment shall be as they actually exist on the poles.

7. For a Utility-approved joint use of anchors, the Licensee shall utilize guy insulators in its guys.
8. Lessee shall comply with any NESC and/or Utility safety factors, whichever are more conservative, in their designs. The engineer for the Permit applicant shall provide for each application the following confirmations:

Required permits that have been obtained (insert n/a if not applicable):

- _____ (y/n) U.S. Corp of Engineers.
- _____ (y/n) Highway –state, county, city.
- _____ (y/n) Railroad.
- _____ (y/n) Local zoning boards, town boards, etc.
- _____ (y/n) Joint-use permits, if required.
- _____ (y/n) Notified other pole users of contacts or crossings.

Confirm that you have:

- _____ (y/n) Obtained appropriate franchise(s).
- _____ (y/n) Obtained pole/anchor easements from landowners.
- _____ (y/n) Obtained crossing and overhang permits.
- _____ (y/n) Obtained permit to survey R. W.
- _____ (y/n) Completed State of Oklahoma Department of Transportation requirements.
- _____ (y/n) Placed permit number on plans.
- _____ (y/n) Complied with Underground Facility Location requirements.
- _____ (y/n) Included sag/tension data on proposed cable.

Calculations are based upon the latest edition of the NESC and the latest editions of the requirements of the State of Oklahoma.

It is Licensee's responsibility to obtain all necessary permits and provide the Utility with a copy of each.

The engineer for the Permit applicant shall provide for each Pole(s) the following information:

Project ID _____

Pole number _____ [if pole tag missing, contact Utility]

Pole class _____ [existing—*i.e.*, 4, 3, 2...]

Pole size _____ [existing—*i.e.*, 35, 40...]

Pole type _____ [Southern Yellow Pine, Douglas Fir...]

Pole fore span _____ [feet]

Pole fore span direction _____ [degrees from Magnetic North]

Pole back span _____ [feet]

Pole back span direction _____ [degrees from Magnetic North]

Calculated bending

moment at ground level _____ [ft-lbs]

Existing:

Power phase condition _____ quantity of _____ AWG/MCM
_____ CU/AA/ACSR @ _____ feet above ground line

Power neutral condition _____ quantity of _____ AWG/MCM
_____ CU/AA/ACSR @ _____ feet above ground line

Power sec condition _____ quantity of _____ AWG/MCM
_____ CU/AA/ACSR @ _____ feet above ground line

Power service #1 _____ qty of _____ size @ _____ ft above ground line
@ _____ ° _____ ' _____ "

Power service #2 _____ qty of _____ size @ _____ ft above ground line
@ _____ ° _____ ' _____ "

Power service #3 _____ qty of _____ size @ _____ ft above ground line
@ _____ ° _____ ' _____ "

Telco #1 cables _____ qty of _____ dia @ _____ ft above ground line

Telco service #1 _____ qty of _____ size @ _____ ft above ground line

@ _____ ° _____ ' _____ "

Telco service #2 _____ qty of _____ size @ _____ ft above ground line

@ _____ ° _____ ' _____ "

CATV #2 cables _____ qty of _____ dia @ _____ ft above ground line

CATV service #1 _____ qty of _____ size @ _____ ft above ground line

@ _____ ° _____ ' _____ "

CATV service #2 _____ qty of _____ size @ _____ ft above ground line

@ _____ ° _____ ' _____ "

User #3 cables _____ qty of _____ dia @ _____ ft above ground line

User #4 cables _____ qty of _____ dia @ _____ ft above ground line

User #5 cables _____ qty of _____ dia @ _____ ft above ground line

User #6 cables _____ qty of _____ dia @ _____ ft above ground line

Equipment #1 type _____ qty of _____ size @ _____ ft above ground line

Equipment #1 type _____ qty of _____ size @ _____ ft above ground line

Equipment #1 type _____ qty of _____ size @ _____ ft above ground line

Equipment #1 type _____ qty of _____ size @ _____ ft above ground line

Proposed:

Proposed cables _____ qty of _____ dia @ _____ ft above ground line

fore and back span direction _____ ° _____ ' _____ ", _____ ° _____ ' _____ "

Proposed cables _____ qty of _____ dia @ _____ ft above ground line

fore and back span direction _____ ° _____ ' _____ ", _____ ° _____ ' _____ "

Equipment #1 type _____ qty of _____ size @ _____ ft above ground line

Equipment #2 type _____ qty of _____ size @ _____ ft above ground line

AGL = Above Ground Level

The minimum vertical clearance under all loading conditions measured from the proposed cable to ground level on each conductor span shall be stated above. Variations in topography resulting in ground elevation changes shall be considered when stating the minimum vertical clearance within a given span.

Calculated pole bending moment at ground level: _____ [ft-lbs]

Pole breaking bending moment at ground level: _____ [ft-lbs]

Calculated transverse safety factor: _____ [ratio should be greater than 1.00]

Proposed loading data [provide similar data for each cable proposed]:

A. Weight data (cable and messenger)—

1. Vertical weight, bare = _____ [# /ft]

B. Tension data (final tensions on messenger)—

1. NESC maximum load for area of construction: _____ [lbs]

2. 60° F, NO wind: _____ [lbs]

Permit applicant's engineer shall provide for each transverse guy, or dead end to which guys and/or anchors are attached, the following information:

Pole number

Calculated cable messenger tension under

NESC maximum loading conditions _____ [lbs]

If connection is:

A dead end, is it a single or double? _____ [S, D]

A change in tension, what is change? _____ [lbs]

A line angle, what is angle change? _____ [degrees]

What is tension change at angle? _____ [lbs]

For each dead end:

Point of attachment for guy hook _____ [feet AGL]

Anchor distance from pole _____ [feet]

Calculated guy tension _____ [lbs]

Rated guy working strength _____ [lbs]

For each change in tension:

Point of attachment for guy hook _____ [feet AGL]

Anchor distance from pole _____ [feet]

Calculated guy tension _____ [lbs]

Rated guy working strength _____ [lbs]

For each line angle:

Point of attachment for guy hook _____ [feet AGL]

Anchor distance from pole _____ [feet]

Calculated guy tension _____ [lbs]

Rated guy working strength _____ [lbs]

For each anchor:

Anchor distance to nearest anchor _____ [feet]

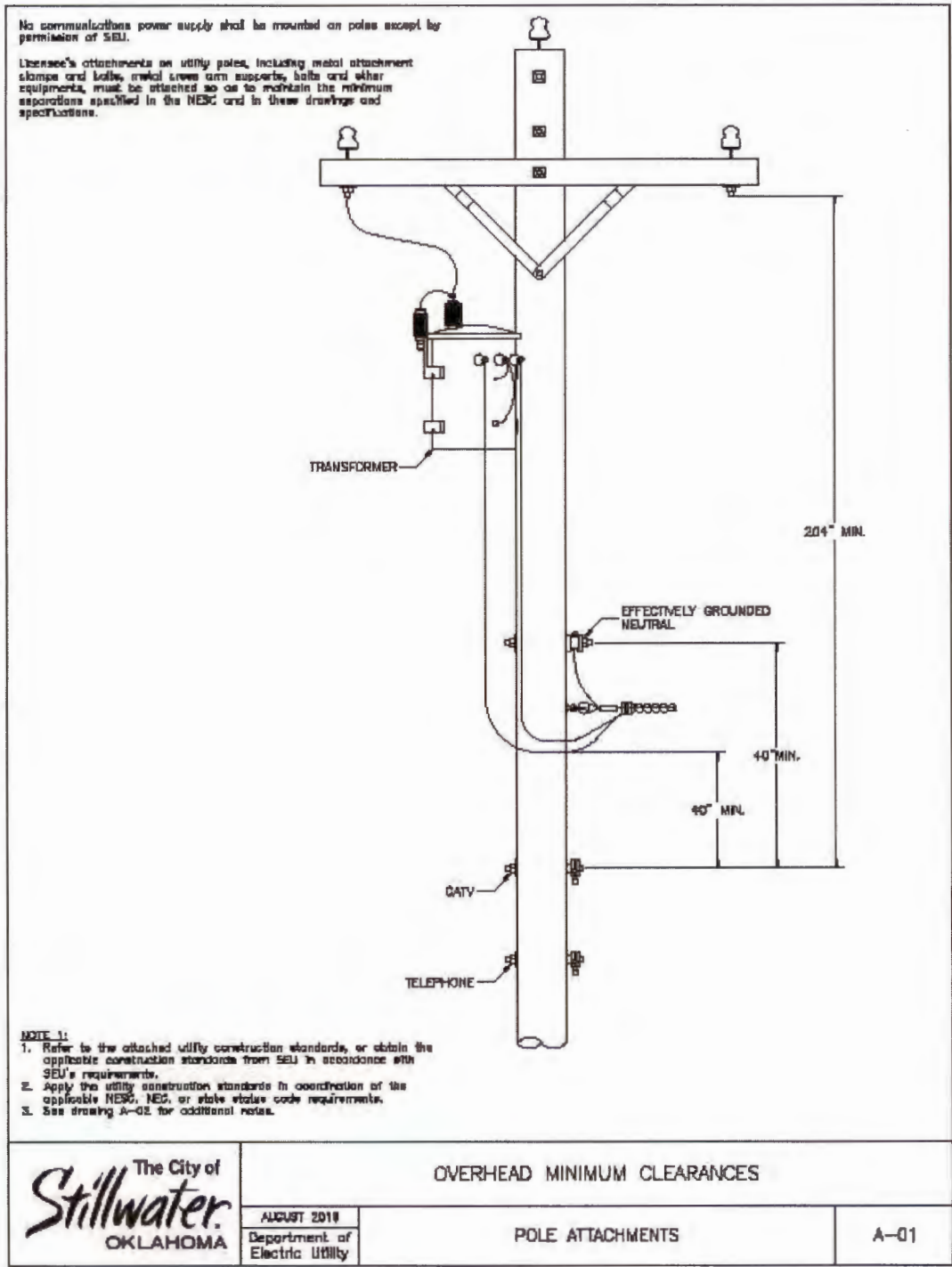
Calculated anchor tension _____ [lbs]

Rated anchor strength _____ [lbs]

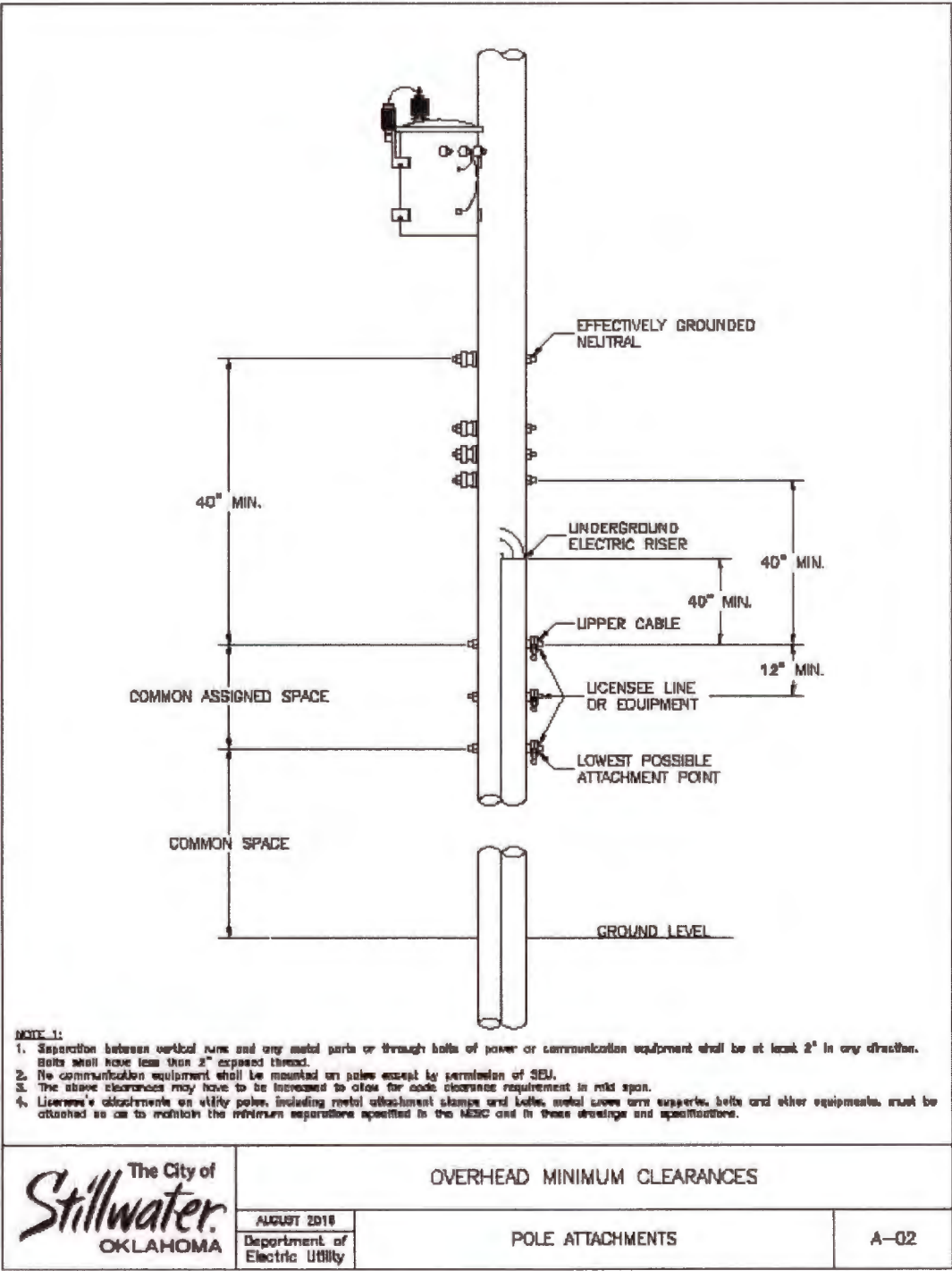
APPENDIX F - Field Data Summary Sheet Instructions

<u>Column</u>	<u>Instructions</u>
Utility Pole Number	If a Pole stencil is not in place, it may be left for Utility if the accompanying sketch is adequate to determine the Location.
Communication Company's	This must correspond with the plan sheet or
Plan Sheet Pole Number	Pole Sketch Pole identification number.
Pole Height and Class.....	List the present Pole height and class and list the proposed Pole height and class if it is necessary for Utility to replace the Pole for clearance, etc.
Guy Attachments.....	All unbalanced loading on Poles must be guyed. Attachments to Utility's anchors will not be allowed.
Attachment Height.....	Communications Company attachment height above ground level. List guy lead in feet.
Inches Below Utility	The number of inches Communications Company is to be attached below Utility while maintaining clearance as required in Item #4.
Span Length	List the back span length for each attachment.
Inches Sag.....	List the messenger sag for the design listed on the cover sheet at 60 degrees Fahrenheit.
Ground Clearance.....	List the ground clearance at the low point of the back span. Must not be less than the National Electrical Safety Code (latest edition).

Drawing A-01— Overhead Minimum Clearances



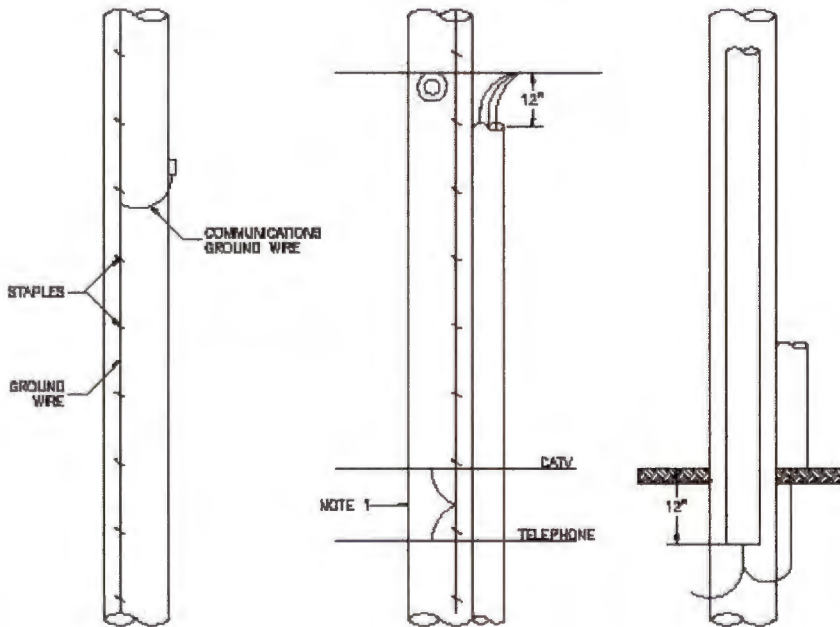
Drawing A-02 — Overhead Minimum Clearances



Drawing A-03 — Grounding Connections

No communications power supply shall be mounted on poles except by permission of SEU.

Licensee's attachments on utility poles, including metal attachment straps and bolts, metal cross arm supports, bolts and other equipments, must be attached so as to maintain the minimum separations specified in the NESC and in these drawings and specifications.



NOTE 1:

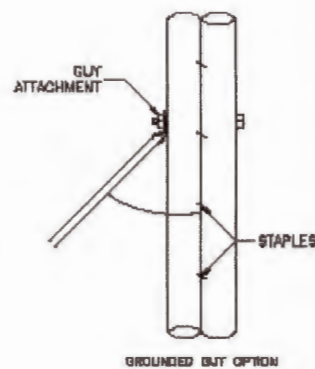
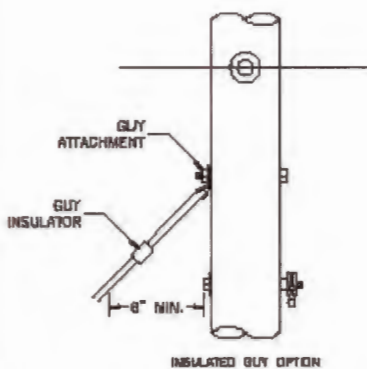
1. Licensee shall bond to utility pole ground wherever utility has a down ground on the pole. If the ground is under the metal U-guard, contact utility to make the ground connection.
2. If no pole ground exists install a pole down ground on the pole. Protect the pole ground with a ground wire encasing. Top of ground rod shall be at least 5' below grade.
3. Bond wire shall be #6 bare copper or larger. If bond wire is unsupported more than 12\"
4. When communications are underground, the power is overhead and it is required that the communications ground be interconnected to the power supply ground. The connection shall be made below grade.
5. In no case shall licensee ground be connected to guys/anchors.
6. If a neutral isolation device is installed on this pole the installer must contact SEU for special grounding instructions.
7. Licensee's messenger cable shall be bonded to SEU's pole ground wire at each pole that has a ground wire.

	GROUNDING CONNECTIONS		
	AUGUST 2018	POLE ATTACHMENTS	A-03
	Department of Electric Utility		

Drawing A-04 — Guy Wire Requirements

No communication power supply shall be mounted on poles except by permission of SEU.

Licensee's attachments on utility poles, including metal attachment clamps and bolts, metal cross arm supports, bolts and other equipments, must be attached so as to maintain the minimum separations specified in the NESC and in these drawings and specifications.



CONTACT SEU TO DETERMINE IF
GUY Wires ARE TO BE INSULATED OR
GROUNDED.

NOTE 1:

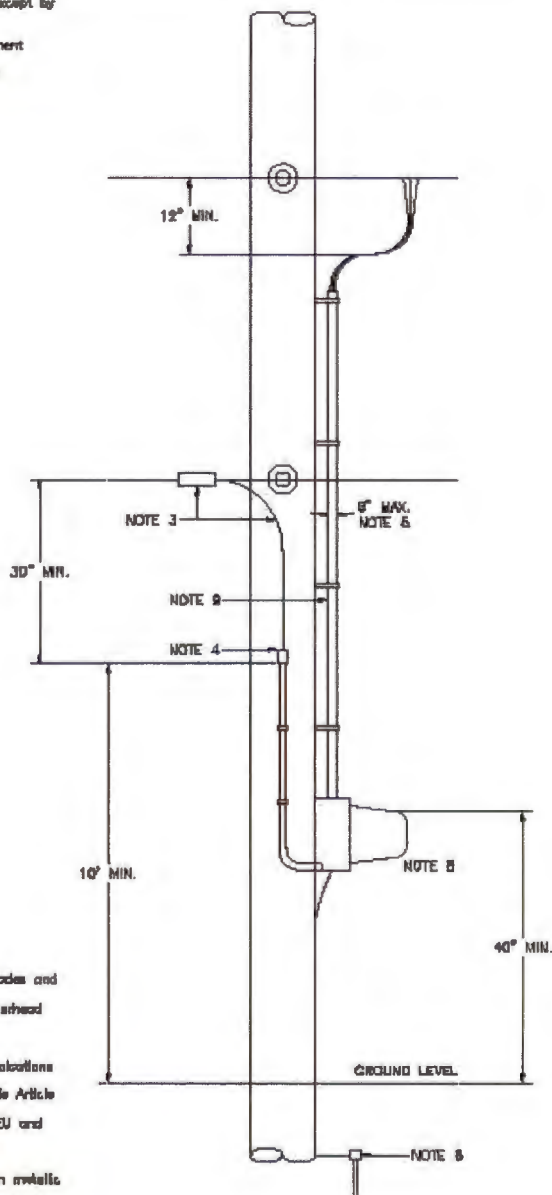
1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on utility's poles licensee's attachments.
2. Anchors and guy wires must be set on each utility pole where there is a turn or angle and on all dead-end utility poles.
3. Licensee may not place guy wires on the anchors of SEU or third party user without prior written consent of all attaching entities and anchor owners.
4. No attachment may be installed on a utility pole until all required guys and anchors are installed. Nor may any attachment be modified or relocated in such a way as will materially increase the stress or loading on utility poles until all required guys and anchors are installed.
5. Licensee's down guys shall not be bonded to ground or neutral wires or SEU's pole and shall not provide a current path to ground from the pole ground or power system neutral, if permitted or required by SEU, grounded guys should be installed.
6. On jointly used structures, guys that pass within 12" of supply conductors, and also pass within 12" of communication cables, shall be protected with a suitable insulating covering where the guy passes the supply conductors, unless the guy is effectively grounded or insulated with a strain insulator at a point below the lowest supply conductor and above the highest communication cable.

	GUY WIRE REQUIREMENTS		
	AUGUST 2018 Department of Electric Utility	POLE ATTACHMENTS	A-04

Drawing A-05 — Power Service

No communications power supply shall be mounted on poles except by permission of SEU.

Licensee's attachments on utility poles, including metal attachment clamps and bolts, metal cross arm supports, bolts and other equipments, must be attached so as to maintain the minimum separations specified in the NEC and in these drawings and specifications.

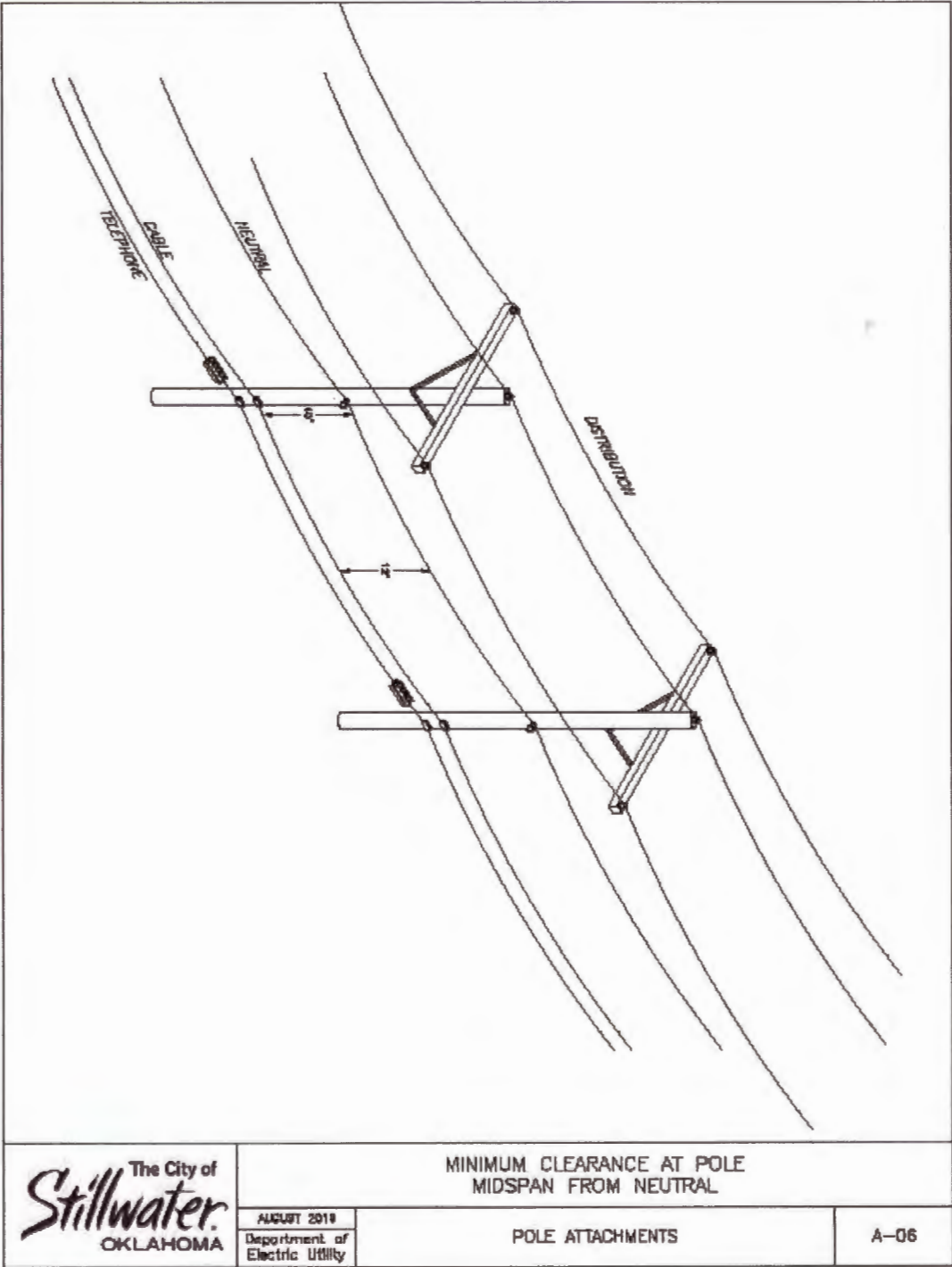


NOTE 1:

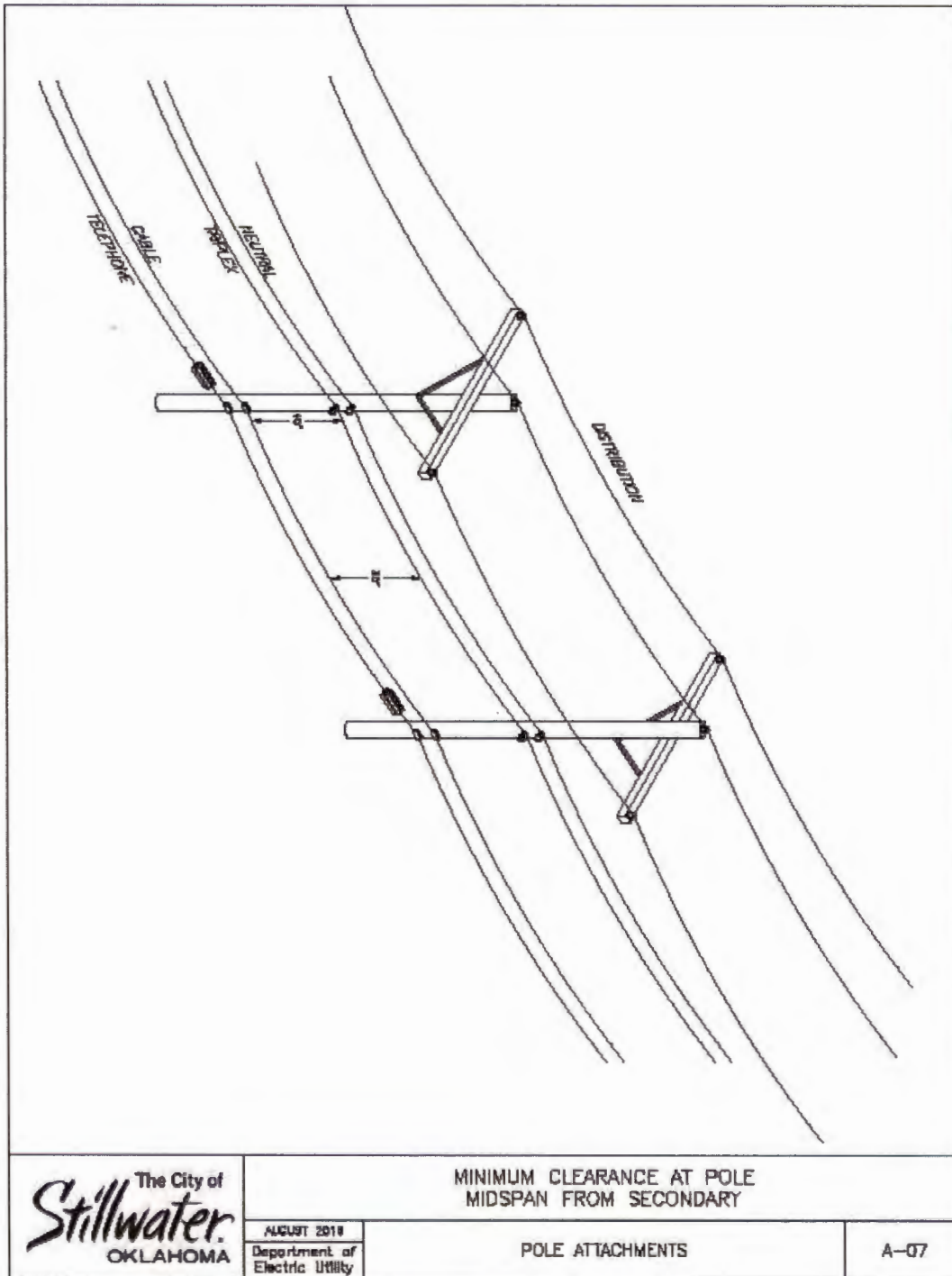
1. This installation shall comply with all applicable electrical codes and state, city, village, town, and SEU requirements.
2. Service entrance conductors shall extend 30" beyond weatherhead and have 600 volt rated insulation.
3. Communication power supply cable.
4. Communication power supply.
5. 6" maximum between service entrance conduit and communications cable, if possible.
6. Grounding shall be in accordance with National Electric Code Article 250. Top of rod to be 6" below grade.
7. Location of all licensee equipment is to be approved by SEU and shall be relocated by licensee if incorrect.
8. Proof of compliance shall be appropriately certified. Install disconnect and overcurrent protection with meter.
9. All wires on poles will be placed in rigid steel or aluminum metallic conduit on the quarter faces of the pole.
10. This service detail applies to all commercial users requiring power for pole mounted devices.

	POWER SERVICE		
	AUGUST 2018 Department of Electric Utility	POLE ATTACHMENTS	A-05

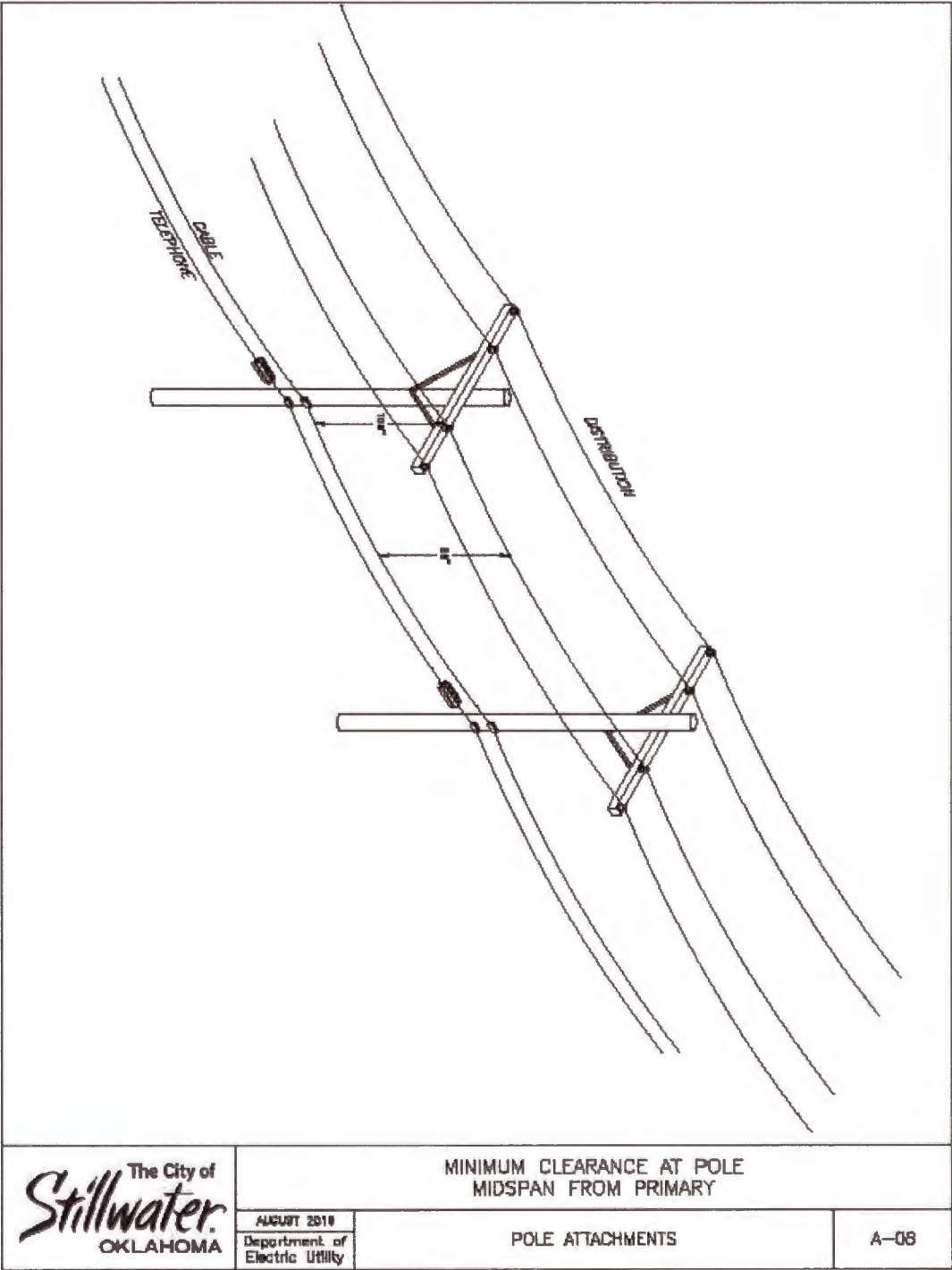
Drawing A-06 — Minimum Clearance at Pole/Midspan from Neutral



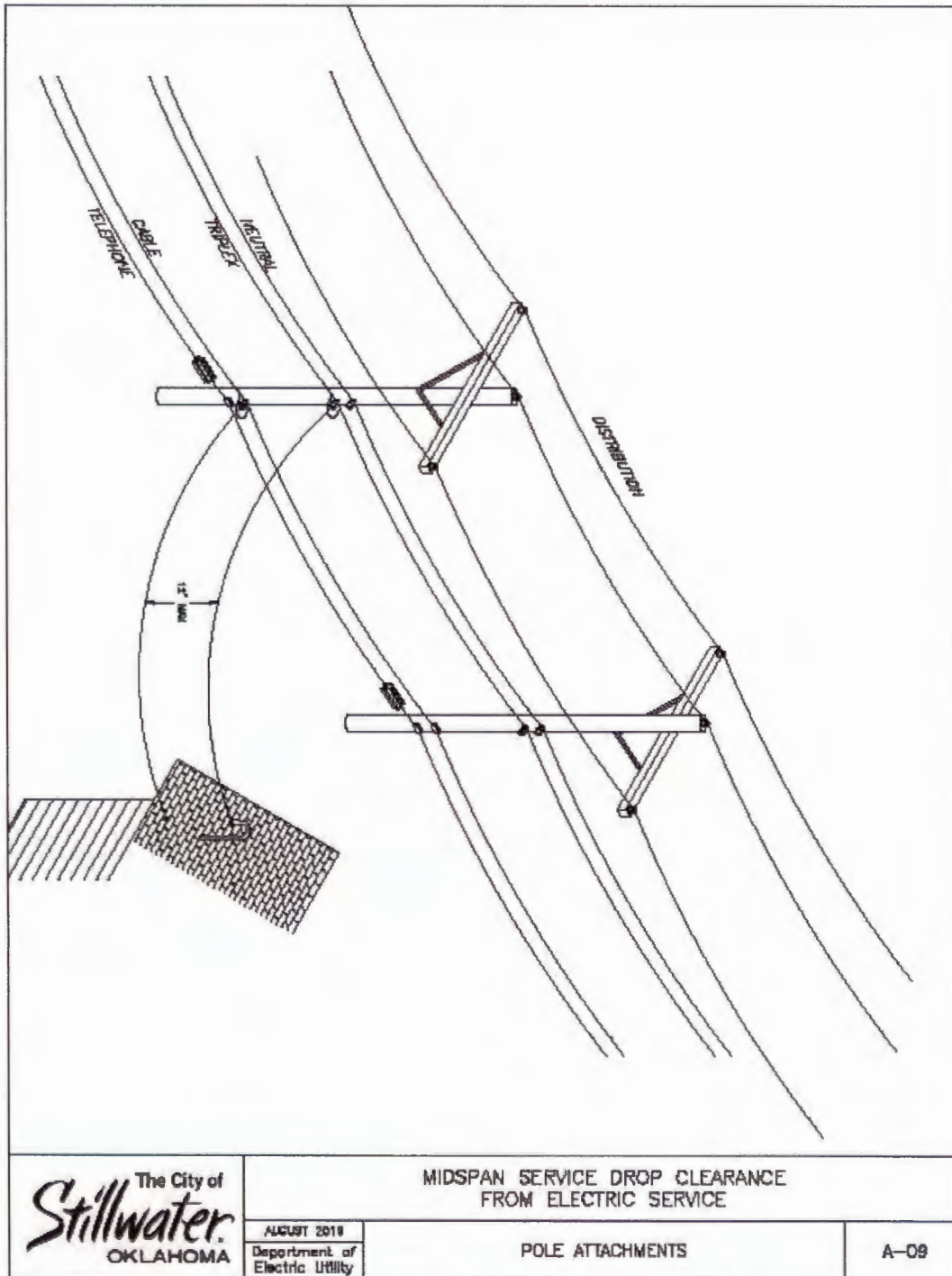
Drawing A-07 — Minimum Clearance at Pole/Midspan from Secondary



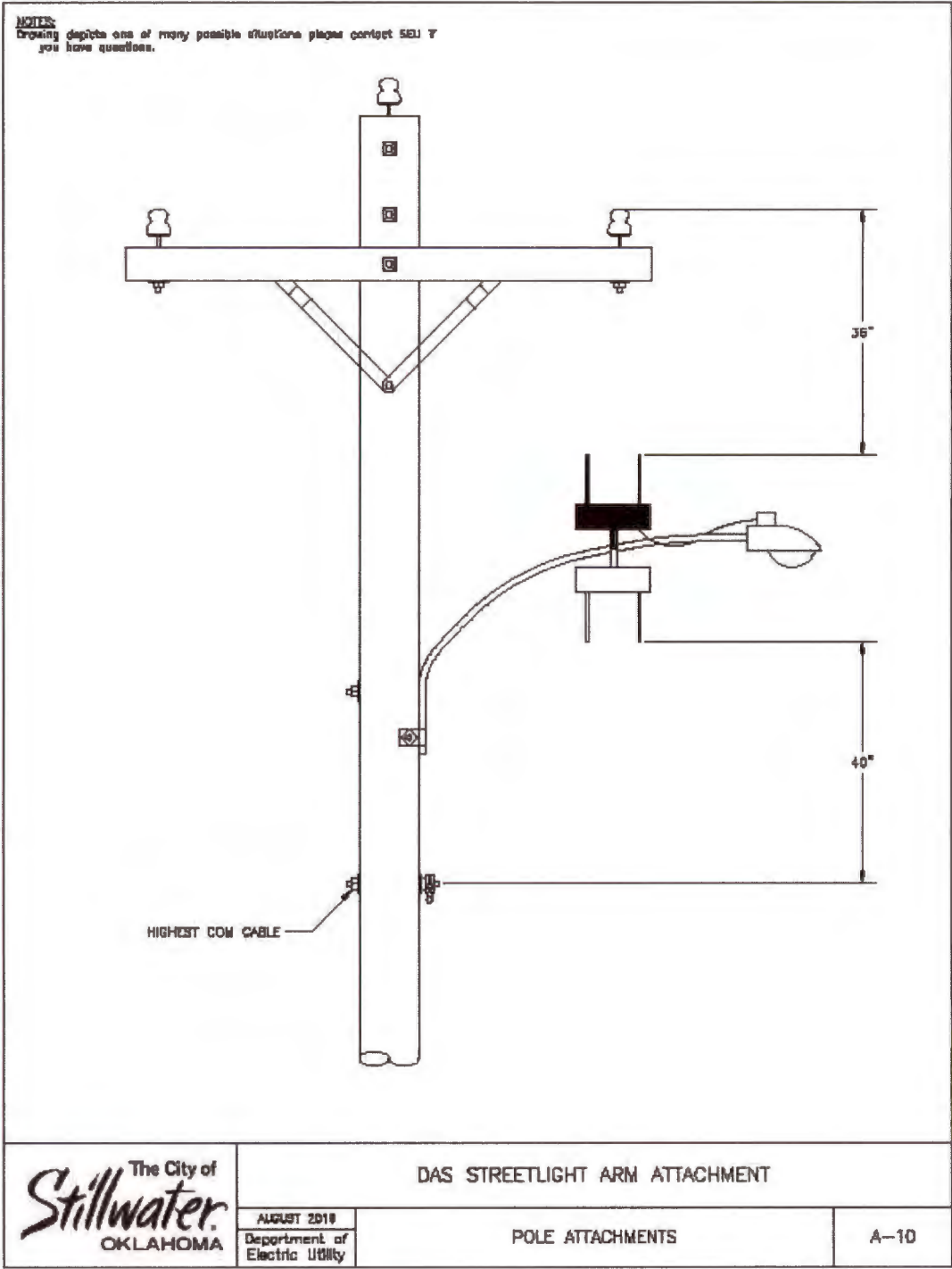
Drawing A-08 — Minimum Clearance at Pole/Midspan from Primary



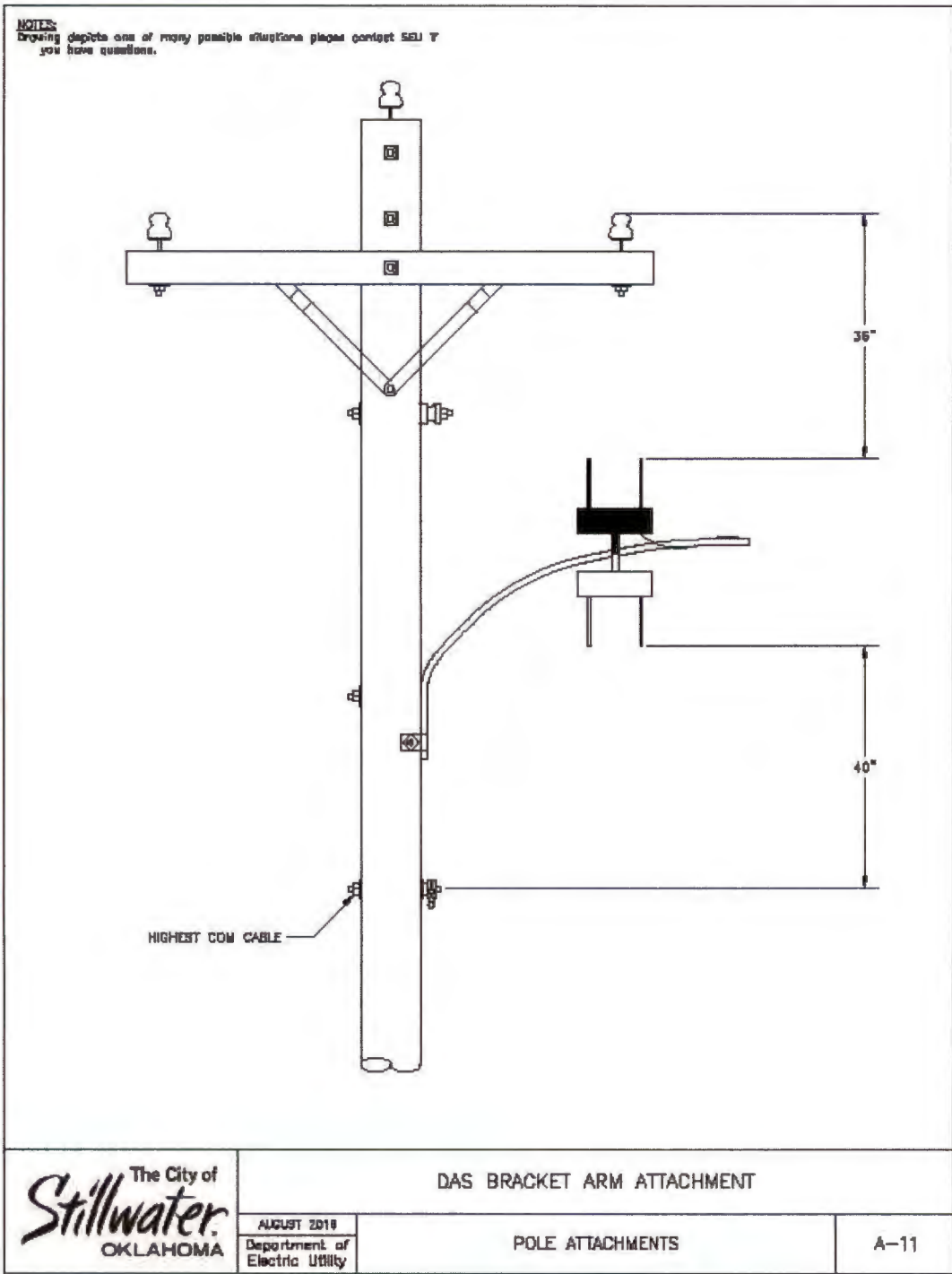
Drawing A-09 — Midspan Service Drop Clearance from Electric Service



Drawing A-10 — DAS Streetlight Arm Attachment



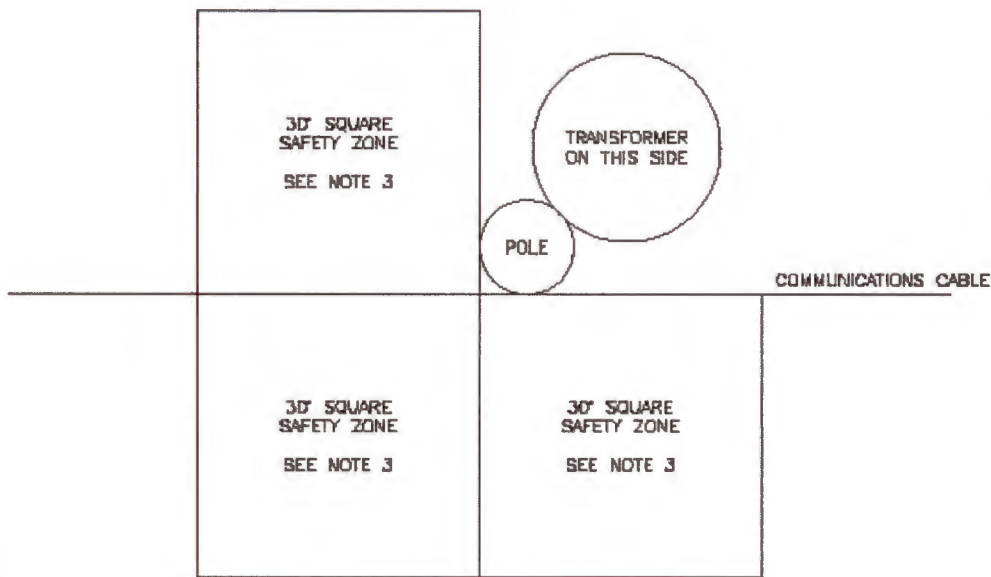
Drawing A-11 — DAS Bracket Arm Attachment



Drawing A-12 — Climbing Space Requirements

No communications power supply shall be mounted on poles except by permission of SEU.

Licensee's attachments on utility poles, including metal attachment clamps and bolts, metal cross arm supports, bolts and other equipments, must be attached so as to maintain the minimum separations specified in the NESC and in these drawings and specifications.



NOTE 1:

1. For new cable installations locate cable on the same side of the pole as SEU's lowest conductor.
2. Standoff brackets to mount cable to pole are not allowed without approval of SEU.
3. Climbing and work space through the communication spaces shall extend from 48" below the lowest communication cable to the top of the pole.
4. On transformer poles the communication service drops shall be located so that they originate from the messenger on the side of the pole opposite the transformer.
5. Minimum clearances for climbing and working space shall be followed as per NESC Section 236.

	CLIMBING SPACE REQUIREMENTS		
	AUGUST 2018	POLE ATTACHMENTS	A-12
	Department of Electric Utility		

First Name	Last Name	Title
Andy	Dunn	VP of Finance
Beth	Casteel	VP Controller
Beth	Harlan	Director, Ecommerce Marketing
Cash	Hagen	COO
Cory	Roberts	VP of Finance
Cynthia	Bishop	Director of Accounting Operations
Eric	Olsen	Director of Real Estate & Facilities
Joel	Schoonover	Finance Manager
Julie	Smoots	CFO
Katie	Rainville	Field Sales Manager
Kris	Gassman	Director of Growth & Demand Generation
Lana	Frank	Chief Commerce Officer
Leslie	Norgren	VP of Marketing
Melissa	Elliott	Accounting Director
Michael	Stein	Director, Product Operations/Development
Mike	Harry	Chief Development Officer
Rich	Fish	CEO

POLE ATTACHMENT BOND

Bond No.: 800150429

KNOW ALL MEN BY THESE PRESENTS,

THAT Clarty Telecom, LLC dba Bluepeak, as Principal, and Atlantic Specialty Insurance Company, having its executive office in 605 Highway 169 North, Suite 300 Plymouth, MN 55441, as Surety, are held and firmly bound unto Stillwater Utilities Authority, 411 E 3rd Avenue, Stillwater, OK 74074, hereinafter referred to as Obligee, in the penal sum of Thirty Thousand Six Hundred Fifty Two Dollars and 00/100 DOLLARS (\$30,652.00) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to said penal sum regardless of the number of years this bond remains in force or is renewed, of the number of premiums that shall be payable or paid, the number of Subscribers to the system and/or legal fees which may be required and incurred.

WHEREAS, Principal has entered into a written agreement with the Obligee for the use of its poles in connection with the furnishing of telecommunications services, which agreement sets forth the terms and conditions which govern the use of such poles, which agreement is hereby specifically referred to and made part hereof, with like force and effect as if herein at length set forth.

NOW THEREFORE, the condition of this obligation is such, that if the above bound Principal shall perform in accordance with the aforesaid agreement, then this obligation shall be void, otherwise to remain in full force and effect unless cancelled or terminated as set forth below.

This bond may be terminated or cancelled by Surety by giving thirty (30) days prior notice in writing from Surety to Principal and said Obligee, such notice to be given by certified mail. Such termination or cancellation shall not affect any liability incurred or accrued under this Bond prior to the effective date of such termination or cancellation.

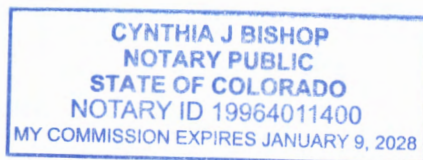
AND PROVIDED FURTHER that no action, suit or proceeding shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within twelve months after cancellation of this bond as set forth in the preceding paragraph.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 4th day of June, 2024.

WITNESS:

Cynthia J Bishop
NAME

Location:
BP_Stillwater_Z1_DA29_AER (79 Poles)
OCCROW24-0013_POLATT24-0011



Clarty Telecom, LLC dba Bluepeak
PRINCIPAL
BY: John Amadio
TITLE: CFO

Atlantic Specialty Insurance Company
SURETY
By: Michelle Deligne
Michelle Deligne, Attorney-in-Fact





Power of Attorney

Surety Bond No: 800150429

Principal: Clarity Telecom, LLC dba Bluepeak

Obligee: Stillwater Utilities Authority

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Michelle Deligne, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.

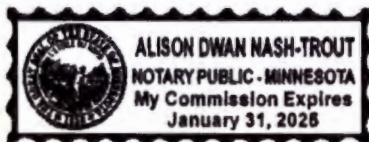


By

Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 4th day of June, 2024.



Christopher V. Jerry, Secretary

REPORT TO: STILLWATER UTILITIES AUTHORITY**MEETING DATE: JUNE 17, 2024**

Agenda Item:	2.g. SUA-24-33
Previous/Related Action:	
Background/Issue:	The supply of chemicals to the Stillwater Water Treatment Plant is a requirement for providing safe, high quality, and compliant drinking water to SUA direct customers and bulk users, and is contracted annually. A Chemicals bid was advertised in the Stillwater News Press and posted on the City of Stillwater’s web page, and web links were emailed to multiple chemical suppliers. Bids were received until 3:00 p.m. on May 29, 2024, at which time they were opened and publicly read aloud. The low bid for each chemical was reviewed and determined to be in compliance with the bid specifications. The delivery method for Polymer was not adequately described in the bid specification to include pumping into Water Treatment Plant bulk holding tanks. Polymer bids should be rejected and rebid with delivery methods fully described. All other low bids are listed below: • Anhydrous Ammonia – Airgas Specialty Products, Inc. at \$1.23/Pound • Chlorine Gas – Brenntag Southwest, inc. at \$2,320/Ton • Liquid Ferric Sulfate – Pencco, Inc. at \$584/Dry Ton • Sodium Fluoride – Hawkins, Inc. at \$4,700/Ton • Lime Calcium Oxide – U.S. Lime Company-St Clair at \$291.36/Ton • Liquid Oxygen (LOX) – Air Products & Chemicals, Inc. at \$0.593/100 SCF
Proposal/Solution:	Reject all Polymer bids and rebid Polymer with the complete delivery method specified. Award all other bids as listed and authorize purchasing for FY25 Water Treatment Plant chemicals.
Financial Source/Impact:	The FY25 Water Treatment Division budget contains \$1,000,000 for the purchase of water treatment chemicals. This item requires no new appropriation or budget amendment at this time.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Staff recommends that Trustees:

- Reject all Polymer bids and rebid Polymer with the complete delivery method specified.
- Award the FY25 chemical bid for each of the following chemicals to the lowest responsible bidder noted:
 - Anhydrous Ammonia – Airgas Specialty Products, Inc. at \$1.23/Pound
 - Chlorine Gas – Brenntag Southwest, inc. at \$2,320/Ton
 - Liquid Ferric Sulfate – Pencco, Inc. at \$584/Dry Ton
 - Sodium Fluoride – Hawkins, Inc. at \$4,700/Ton
 - Lime Calcium Oxide – U.S. Lime Company-St Clair at \$291.36/Ton
 - Liquid Oxygen (LOX) – Air Products & Chemicals, Inc. at \$0.593/100 SCF
- Authorize the General Manager to sign all related documents.

Prepared By:	James Driskel, Water Utilities Dir.
Reviewed By:	James Driskel Teresa Kadavy
Submitted By:	Kimberly Meek, General Manager

Attachments

1. Chemical Bid Tab

1	Anhydrous Ammonia						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Airgas Specialty Products, Inc.	1	Pound		\$1.23		
	Hawkins Inc.	1	Pound		No Bid		
	Polydyne Inc.	1	Pound		No Bid		
	Brenntag Southwest, Inc.	1	Pound		No Bid		
	Pencco, Inc.	1	Pound		No Bid		
	Kemira Water Solutions, Inc	1	Pound		No Bid		
	Chemtrade Chemicals LLC US (Cl	1	Pound		No Bid		
	Mississippi Lime Company	1	Pound		No Bid		
	U.S. Lime Company-St Clair	1	Pound		No Bid		
	Air Products & Chemicals Inc	1	Pound		No Bid		
	Airgas (Air Liquide)	1	Pound		No Bid		

2	Chlorine Gas						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Brenntag Southwest, Inc.	1	Ton		\$2,320.00		
	Pencco, Inc.	1	Ton		No Bid		
	Kemira Water Solutions, Inc	1	Ton		No Bid		
	Chemtrade Chemicals LLC US (Cl	1	Ton		No Bid		
	Mississippi Lime Company	1	Ton		No Bid		
	U.S. Lime Company-St Clair	1	Ton		No Bid		
	Air Products & Chemicals Inc	1	Ton		No Bid		
	Airgas (Air Liquide)	1	Ton		No Bid		
	Airgas Specialty Products, Inc.	1	Ton		No Bid		
	Hawkins Inc.	1	Ton		No Bid		
	Polydyne Inc.	1	Ton		No Bid		

3	Liquid Ferric Sulfate						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Pencco, Inc.	1	Dry Ton		\$584.00		
	Kemira Water Solutions, Inc	1	Dry Ton		\$595.00		
	Chemtrade Chemicals LLC US (Cl	1	Dry Ton		\$675.00		
	Hawkins Inc.	1	Dry Ton		No Bid		
	Polydyne Inc.	1	Dry Ton		No Bid		
	Brenntag Southwest, Inc.	1	Dry Ton		No Bid		
	Mississippi Lime Company	1	Dry Ton		No Bid		
	U.S. Lime Company-St Clair	1	Dry Ton		No Bid		

Air Products & Chemicals Inc	1	Dry Ton	No Bid
Airgas (Air Liquide)	1	Dry Ton	No Bid
Airgas Specialty Products, Inc.	1	Dry Ton	No Bid

4 Sodium flouride

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Hawkins Inc.	1	Ton		\$4,700.00		Billed at 2.35/lb. PN 58657
Polydyne Inc.	1	Ton		No Bid		
Brenntag Southwest, Inc.	1	Ton		No Bid		
Pencco, Inc.	1	Ton		No Bid		
Kemira Water Solutions, Inc	1	Ton		No Bid		
Chemtrade Chemicals LLC US (Cl	1	Ton		No Bid		
Mississippi Lime Company	1	Ton		No Bid		
U.S. Lime Company-St Clair	1	Ton		No Bid		
Air Products & Chemicals Inc	1	Ton		No Bid		
Airgas (Air Liquide)	1	Ton		No Bid		
Airgas Specialty Products, Inc.	1	Ton		No Bid		

5 Lime Calcium Oxide

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
U.S. Lime Company-St Clair	1	Ton		\$291.36		
Mississippi Lime Company	1	Ton		\$455.91		
Hawkins Inc.	1	Ton		No Bid		
Polydyne Inc.	1	Ton		No Bid		
Brenntag Southwest, Inc.	1	Ton		No Bid		
Pencco, Inc.	1	Ton		No Bid		
Kemira Water Solutions, Inc	1	Ton		No Bid		
Chemtrade Chemicals LLC US (Cl	1	Ton		No Bid		
Air Products & Chemicals Inc	1	Ton		No Bid		
Airgas (Air Liquide)	1	Ton		No Bid		
Airgas Specialty Products, Inc.	1	Ton		No Bid		

6 Liquid Oxygen (LOX) - For Ozone Generation

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Air Products & Chemicals Inc	1	100 Cubic l		\$0.593		Agreement will be on Air Products paper, as
Airgas (Air Liquide)	1	100 Cubic l		\$0.612		We are submitting a bid at \$0.612/CCF inclu
Hawkins Inc.	1	100 Cubic l		No Bid		
Polydyne Inc.	1	100 Cubic l		No Bid		
Brenntag Southwest, Inc.	1	100 Cubic l		No Bid		

Pencco, Inc.	1	100 Cubic I	No Bid
Kemira Water Solutions, Inc	1	100 Cubic I	No Bid
Chemtrade Chemicals LLC US (CI	1	100 Cubic I	No Bid
Mississippi Lime Company	1	100 Cubic I	No Bid
U.S. Lime Company-St Clair	1	100 Cubic I	No Bid
Airgas Specialty Products, Inc.	1	100 Cubic I	No Bid

7	Polymer					
Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Polydyne Inc.	1	Pound		\$0.63	\$0.63	
Brenntag Southwest, Inc.	1	Pound		\$0.729	\$0.73	
Pencco, Inc.	1	Pound		No Bid		
Kemira Water Solutions, Inc	1	Pound		No Bid		
Chemtrade Chemicals LLC US (CI	1	Pound		No Bid		
Mississippi Lime Company	1	Pound		No Bid		
U.S. Lime Company-St Clair	1	Pound		No Bid		
Air Products & Chemicals Inc	1	Pound		No Bid		
Airgas (Air Liquide)	1	Pound		No Bid		
Airgas Specialty Products, Inc.	1	Pound		No Bid		
Hawkins Inc.	1	Pound		No Bid		

REPORT TO: STILLWATER UTILITIES AUTHORITY**MEETING DATE: JUNE 17, 2024**

Agenda Item:	2.h. SUA-24-34
Previous/Related Action:	
Background/Issue:	The supply of chemicals to the Stillwater Water Treatment Plant is a requirement for providing safe, high quality, and compliant drinking water to SUA direct customers and bulk users, and is contracted annually. A Chemicals bid was advertised in the Stillwater News Press and posted on the City of Stillwater’s web page, and web links were emailed to multiple chemical suppliers. Bids were received until 3:00 p.m. on May 29, 2024, at which time they were opened and publicly read aloud. The low bid for each chemical was reviewed and determined to be in compliance with the bid specifications. The delivery method for Polymer was not adequately described in the bid specification to include pumping into Water Treatment Plant bulk holding tanks. Polymer bids should be rejected and rebid with delivery methods fully described. All other low bids are listed below: • Anhydrous Ammonia – Airgas Specialty Products, Inc. at \$1.23/Pound • Chlorine Gas – Brenntag Southwest, inc. at \$2,320/Ton • Liquid Ferric Sulfate – Pencco, Inc. at \$584/Dry Ton • Sodium Fluoride – Hawkins, Inc. at \$4,700/Ton • Lime Calcium Oxide – U.S. Lime Company-St Clair at \$291.36/Ton • Liquid Oxygen (LOX) – Air Products & Chemicals, Inc. at \$0.593/100 SCF
Proposal/Solution:	Reject all Polymer bids and rebid Polymer with the complete delivery method specified. Award all other bids as listed and authorize purchasing for FY25 Water Treatment Plant chemicals.
Financial Source/Impact:	The FY25 Water Treatment Division budget contains \$1,000,000 for the purchase of water treatment chemicals. This item requires no new appropriation or budget amendment at this time.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Staff recommends that Trustees:

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 - Lime Calcium Oxide – U.S. Lime Company-St Clair at \$291.36/Ton
 - Liquid Oxygen (LOX) – Air Products & Chemicals, Inc. at \$0.593/100 SCF
- Authorize the General Manager to sign all related documents.

Prepared By:	James Driskel, Water Utilities Dir.
Reviewed By:	James Driskel Teresa Kadavy
Submitted By:	Kimberly Meek, General Manager

Attachments

1. Chemical Bid Tab

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	Hawkins Inc.	1	Pound		No Bid		
	Polydyne Inc.	1	Pound		No Bid		
	Brenntag Southwest, Inc.	1	Pound		No Bid		
	Pencco, Inc.	1	Pound		No Bid		
	Kemira Water Solutions, Inc	1	Pound		No Bid		
	Chemtrade Chemicals LLC US (Cl	1	Pound		No Bid		
	Mississippi Lime Company	1	Pound		No Bid		
	U.S. Lime Company-St Clair	1	Pound		No Bid		
	Air Products & Chemicals Inc	1	Pound		No Bid		
	Airgas (Air Liquide)	1	Pound		No Bid		

2	Chlorine Gas						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Brenntag Southwest, Inc.	1	Ton		\$2,320.00		
	Pencco, Inc.	1	Ton		No Bid		
	Kemira Water Solutions, Inc	1	Ton		No Bid		
	Chemtrade Chemicals LLC US (Cl	1	Ton		No Bid		
	Mississippi Lime Company	1	Ton		No Bid		
	U.S. Lime Company-St Clair	1	Ton		No Bid		
	Air Products & Chemicals Inc	1	Ton		No Bid		
	Airgas (Air Liquide)	1	Ton		No Bid		
	Airgas Specialty Products, Inc.	1	Ton		No Bid		
	Hawkins Inc.	1	Ton		No Bid		
	Polydyne Inc.	1	Ton		No Bid		

3	Liquid Ferric Sulfate						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Pencco, Inc.	1	Dry Ton		\$584.00		
	Kemira Water Solutions, Inc	1	Dry Ton		\$595.00		
	Chemtrade Chemicals LLC US (Cl	1	Dry Ton		\$675.00		
	Hawkins Inc.	1	Dry Ton		No Bid		
	Polydyne Inc.	1	Dry Ton		No Bid		
	Brenntag Southwest, Inc.	1	Dry Ton		No Bid		
	Mississippi Lime Company	1	Dry Ton		No Bid		
	U.S. Lime Company-St Clair	1	Dry Ton		No Bid		

Air Products & Chemicals Inc	1	Dry Ton	No Bid
Airgas (Air Liquide)	1	Dry Ton	No Bid
Airgas Specialty Products, Inc.	1	Dry Ton	No Bid

4 Sodium flouride

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Hawkins Inc.	1	Ton		\$4,700.00		Billed at 2.35/lb. PN 58657
Polydyne Inc.	1	Ton		No Bid		
Brenntag Southwest, Inc.	1	Ton		No Bid		
Pencco, Inc.	1	Ton		No Bid		
Kemira Water Solutions, Inc	1	Ton		No Bid		
Chemtrade Chemicals LLC US (Cl	1	Ton		No Bid		
Mississippi Lime Company	1	Ton		No Bid		
U.S. Lime Company-St Clair	1	Ton		No Bid		
Air Products & Chemicals Inc	1	Ton		No Bid		
Airgas (Air Liquide)	1	Ton		No Bid		
Airgas Specialty Products, Inc.	1	Ton		No Bid		

5 Lime Calcium Oxide

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
U.S. Lime Company-St Clair	1	Ton		\$291.36		
Mississippi Lime Company	1	Ton		\$455.91		
Hawkins Inc.	1	Ton		No Bid		
Polydyne Inc.	1	Ton		No Bid		
Brenntag Southwest, Inc.	1	Ton		No Bid		
Pencco, Inc.	1	Ton		No Bid		
Kemira Water Solutions, Inc	1	Ton		No Bid		
Chemtrade Chemicals LLC US (Cl	1	Ton		No Bid		
Air Products & Chemicals Inc	1	Ton		No Bid		
Airgas (Air Liquide)	1	Ton		No Bid		
Airgas Specialty Products, Inc.	1	Ton		No Bid		

6 Liquid Oxygen (LOX) - For Ozone Generation

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Air Products & Chemicals Inc	1	100 Cubic l		\$0.593		Agreement will be on Air Products paper, as
Airgas (Air Liquide)	1	100 Cubic l		\$0.612		We are submitting a bid at \$0.612/CCF inclu
Hawkins Inc.	1	100 Cubic l		No Bid		
Polydyne Inc.	1	100 Cubic l		No Bid		
Brenntag Southwest, Inc.	1	100 Cubic l		No Bid		

Pencco, Inc.	1	100 Cubic I	No Bid
Kemira Water Solutions, Inc	1	100 Cubic I	No Bid
Chemtrade Chemicals LLC US (CI	1	100 Cubic I	No Bid
Mississippi Lime Company	1	100 Cubic I	No Bid
U.S. Lime Company-St Clair	1	100 Cubic I	No Bid
Airgas Specialty Products, Inc.	1	100 Cubic I	No Bid

7	Polymer					
Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Polydyne Inc.	1	Pound		\$0.63	\$0.63	
Brenntag Southwest, Inc.	1	Pound		\$0.729	\$0.73	
Pencco, Inc.	1	Pound		No Bid		
Kemira Water Solutions, Inc	1	Pound		No Bid		
Chemtrade Chemicals LLC US (CI	1	Pound		No Bid		
Mississippi Lime Company	1	Pound		No Bid		
U.S. Lime Company-St Clair	1	Pound		No Bid		
Air Products & Chemicals Inc	1	Pound		No Bid		
Airgas (Air Liquide)	1	Pound		No Bid		
Airgas Specialty Products, Inc.	1	Pound		No Bid		
Hawkins Inc.	1	Pound		No Bid		

REPORT TO: STILLWATER UTILITIES AUTHORITY**MEETING DATE: JUNE 17, 2024**

Agenda Item:	2.i. SUA-24-35
Previous/Related Action:	
Background/Issue:	Brass parts are essential materials for water infrastructure maintenance and repair. The Water Utilities Department spends in excess of \$100,000 per year to maintain an adequate inventory of 176 different types and sizes of brass parts. Amounts in excess of \$100,000 require a competitive bid.
Proposal/Solution:	A bid solicitation was advertised in the News Press, and posted on the city's online bid portal. Bids were received as shown on the attached bid tabulation from: ○ Utility Supply Company, Tulsa ○ Utility Technology Services Inc., Oklahoma City ○ Core & Main LP, St. Louis, MO ○ Oklahoma Contractors Supply, Oklahoma City Since these materials are ordered in various quantities as needed throughout the year, staff recommends awarding the bid to all four vendors for all materials bid. Staff will use each bid based on the lowest price and availability at the time the materials are needed.
Financial Source/Impact:	Funding for these materials is included in the FY25 budget and no additional allocations are needed.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to award the bid for brass parts to Utility Supply Company, Tulsa; Utility Technology Services Inc., Oklahoma City; Core & Main LP, St. Louis, MO; and Oklahoma Contractors Supply, Oklahoma City on all items in the amounts as listed on the bid tabulation sheet and authorize the General Manager to sign all related documents.
Prepared By:	James Driskel, Water Utilities Dir.
Reviewed By:	James Driskel Teresa Kadavy
Submitted By:	Kimberly Meek, General Manager
Attachments	

1. Brass Parts Bid Tab

1	3/4" CTS CORP STOP								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$36.70	\$36.70	Any Ford brass products that are not in stoc		F1000-3-G-NL
	Utility Technology Services Inc	1	EA		\$36.89	\$36.89			F1000-3-G-NL
	Core & Main LP	1	EA		\$41.85	\$41.85			F1000-3-G-NL
	Oklahoma Contractors Supply	1	EA		\$46.26	\$46.26			F1000-3-G-NL

2	1" CTS CORP STOP								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$55.52	\$55.52	Any Ford brass products that are not in stoc		F1000-4-G-NL
	Utility Technology Services Inc	1	EA		\$55.80	\$55.80			F1000-4-G-NL
	Core & Main LP	1	EA		\$63.35	\$63.35			F1000-4-G-NL
	Oklahoma Contractors Supply	1	EA		\$69.98	\$69.98			F1000-4-G-NL

3	1-1/2" CTS CORP STOP								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$158.41	\$158.41	Any Ford brass products that are not in stoc		FB1000-6-NL
	Utility Technology Services Inc	1	EA		\$160.87	\$160.87			FB1000-6-NL
	Core & Main LP	1	EA		\$178.40	\$178.40			FB1000-6-NL
	Oklahoma Contractors Supply	1	EA		\$201.74	\$201.74			FB1000-6-NL

4	2" CTS CORP STOP								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$262.00	\$262.00	Any Ford brass products that are not in stoc		FB1000-7-NL
	Utility Technology Services Inc	1	EA		\$266.07	\$266.07			FB1000-7-NL
	Core & Main LP	1	EA		\$291.00	\$291.00			FB1000-7-NL
	Oklahoma Contractors Supply	1	EA		\$333.67	\$333.67			FB1000-7-NL

5	3/4" CORP STOP - IP THREAD								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$36.70	\$36.70	Any Ford brass products that are not in stoc		F1100-3-G
	Utility Technology Services Inc	1	EA		\$36.89	\$36.89			F1100-3-G
	Core & Main LP	1	EA		\$41.85	\$41.85			F1100-3-G
	Oklahoma Contractors Supply	1	EA		\$46.26	\$46.26			F1100-3-G

6	1" CORP STOP - RURAL WATER								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$55.52	\$55.52	Any Ford brass products that are not in stoc		F1100-4-G

Utility Technology Services Inc	1	EA		\$55.80	\$55.80		F1100-4-G
Core & Main LP	1	EA		\$63.35	\$63.35		F1100-4-G
Oklahoma Contractors Supply	1	EA		\$69.99	\$69.99		F1100-4-G

7 1-1/2" CORP STOP - RURAL WATER

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$158.41	\$158.41	Any Ford brass products that are not in stoc		FB1100-6-NL
Utility Technology Services Inc	1	EA		\$160.87	\$160.87			FB1100-6-NL
Core & Main LP	1	EA		\$178.40	\$178.40			FB1100-6-NL
Oklahoma Contractors Supply	1	EA		\$201.74	\$201.74			FB1100-6-NL

8 2" CORP STOP - RURAL WATER

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$262.00	\$262.00	Any Ford brass products that are not in stoc		FB1100-7-NL
Utility Technology Services Inc	1	EA		\$266.07	\$266.07			FB1100-7-NL
Core & Main LP	1	EA		\$291.00	\$291.00			FB1100-7-NL
Oklahoma Contractors Supply	1	EA		\$333.67	\$333.67			FB1100-7-NL

9 3/4" CTS X 3/4" MN TOP STOP

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$49.85	\$49.85	Any Ford brass products that are not in stoc		BA43-232W-G-NL
Utility Technology Services Inc	1	EA		\$50.10	\$50.10			BA43-232W-G-NL
Core & Main LP	1	EA		\$55.65	\$55.65			BA43-232W-G-NL
Oklahoma Contractors Supply	1	EA		\$62.83	\$62.83			BA43-232W-G-NL

10 1" CTS X 1" MN TOP STOP

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$127.81	\$127.81	Any Ford brass products that are not in stoc		BA43-444W-G-NL
Utility Technology Services Inc	1	EA		\$128.48	\$128.48			BA43-444W-G-NL
Core & Main LP	1	EA		\$143.00	\$143.00			BA43-444W-G-NL
Oklahoma Contractors Supply	1	EA		\$161.05	\$161.05			BA43-444W-G-NL

11 2" CTS X 2" CTS TOP STOP

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$370.50	\$370.50	Any Ford brass products that are not in stoc		BFA43-777W-NL
Utility Technology Services Inc	1	EA		\$376.26	\$376.26			BFA43-777W-NL
Core & Main LP	1	EA		\$412.60	\$412.60			BFA43-777W-NL
Oklahoma Contractors Supply	1	EA		\$471.84	\$471.84			BFA43-777W-NL

12	3/4" FLARE X 3/4" MN TOP STOP								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$81.96	\$81.96	Any Ford brass products that are not in stoc		BA23-332W-NL
	Utility Technology Services Inc	1	EA		\$83.23	\$83.23			BA23-332W-NL
	Core & Main LP	1	EA		\$94.00	\$94.00			BA23-332W-NL
	Oklahoma Contractors Supply	1	EA		\$104.38	\$104.38			BA23-332W-NL

13	1" FLARE X 1" MN TOP STOP								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$122.33	\$122.33	Any Ford brass products that are not in stoc		BA23-444W-NL
	Utility Technology Services Inc	1	EA		\$124.23	\$124.23			BA23-444W-NL
	Core & Main LP	1	EA		\$137.75	\$137.75			BA23-444W-NL
	Oklahoma Contractors Supply	1	EA		\$155.79	\$155.79			BA23-444W-NL

14	1" CTS X 3/4" MN TOP STOP								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$96.70	\$96.70	Any Ford brass products that are not in stoc		BA43-342W-G-NL
	Utility Technology Services Inc	1	EA		\$97.20	\$97.20			BA43-342W-G-NL
	Core & Main LP	1	EA		\$109.50	\$109.50			BA43-342W-G-NL
	Oklahoma Contractors Supply	1	EA		\$121.89	\$121.89			BA43-342W-G-NL

15	1-1/2" CTS X 1-1/2" CTS TOP STOP								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$291.88	\$291.88	Any Ford brass products that are not in stoc		BFA43-666W-NL
	Utility Technology Services Inc	1	EA		\$296.42	\$296.42			BFA43-666W-NL
	Core & Main LP	1	EA		\$320.00	\$320.00			BFA43-666W-NL
	Oklahoma Contractors Supply	1	EA		\$371.71	\$371.71			BFA43-666W-NL

16	3/4" FIP X 3/4" MN TOP STOP								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$42.01	\$42.01	Any Ford brass products that are not in stoc		BA13-232W-NL
	Utility Technology Services Inc	1	EA		\$42.66	\$42.66			BA13-232W-NL
	Core & Main LP	1	EA		\$48.00	\$48.00			BA13-232W-NL
	Oklahoma Contractors Supply	1	EA		\$53.50	\$53.50			BA13-232W-NL

17	1" FLARE X 1" MN TOP STOP - RING STYLE								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$56.53	\$56.53	Any Ford brass products that are not in stoc		KV23-444W-NL
	Utility Technology Services Inc	1	EA		\$57.41	\$57.41			KV23-444W-NL

Core & Main LP	1	EA		\$64.40	\$64.40			KV23-444W-NL
Oklahoma Contractors Supply	1	EA		\$71.25	\$71.25			KV23-444W-NL

18 3/4" FLARE X 3/4" MN TOP STOP - RING STYLE

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$41.48	\$41.48	Any Ford brass products that are not in stoc		KV23-332W-NL
Utility Technology Services Inc	1	EA		\$42.12	\$42.12			KV23-332W-NL
Core & Main LP	1	EA		\$47.80	\$47.80			KV23-332W-NL
Oklahoma Contractors Supply	1	EA		\$52.28	\$52.28			KV23-332W-NL

19 3/4" CTS X 3/4" CTS CURB STOP

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$48.33	\$48.33	Any Ford brass products that are not in stoc		B44-233W-G-NL
Utility Technology Services Inc	1	EA		\$48.58	\$48.58			B44-233W-G-NL
Core & Main LP	1	EA		\$55.15	\$55.15			B44-233W-G-NL
Oklahoma Contractors Supply	1	EA		\$60.29	\$60.29			B44-233W-G-NL

20 1" CTS X 1" CTS CURB STOP

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$114.11	\$114.11	Any Ford brass products that are not in stoc		B44-444W-G-NL
Utility Technology Services Inc	1	EA		\$114.71	\$114.71			B44-444W-G-NL
Core & Main LP	1	EA		\$126.15	\$126.15			B44-444W-G-NL
Oklahoma Contractors Supply	1	EA		\$142.34	\$142.34			B44-444W-G-NL

21 3/4" PVC X 3/4" PVC CURB STOP

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$95.86	\$95.86	Any Ford brass products that are not in stoc		B77-333W-NL
Utility Technology Services Inc	1	EA		\$97.35	\$97.35			B77-333W-NL
Core & Main LP	1	EA		\$109.20	\$109.20			B77-333W-NL
Oklahoma Contractors Supply	1	EA		\$120.81	\$120.81			B77-333W-NL

22 1" PVC X 1" PVC CURB STOP

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$144.76	\$144.76	Any Ford brass products that are not in stoc		B77-444W-NL
Utility Technology Services Inc	1	EA		\$147.01	\$147.01			B77-444W-NL
Core & Main LP	1	EA		\$163.05	\$163.05			B77-444W-NL
Oklahoma Contractors Supply	1	EA		\$182.44	\$182.44			B77-444W-NL

23 1" CTS X 1" FIP CURB STOP

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$102.59	\$102.59	Any Ford brass products that are not in stoc		B41-444W-G-NL
Utility Technology Services Inc	1	EA		\$103.12	\$103.12			B41-444W-G-NL
Core & Main LP	1	EA		\$114.35	\$114.35			B41-444W-G-NL
Oklahoma Contractors Supply	1	EA		\$127.97	\$127.97			B41-444W-G-NL

24 3/4" CTS X 1" CTS CURB STOP

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Technology Services Inc	1	EA		\$83.46	\$83.46			B44-343W-G
Utility Supply Company	1	EA		\$83.83	\$83.83	Any Ford brass products that are not in stoc		B44-343W-G
Core & Main LP	1	EA		\$94.75	\$94.75			B44-343W-G
Oklahoma Contractors Supply	1	EA		\$103.57	\$103.57			B44-343W-G

25 1-1/2" CTS X 1-1/2" CTS CURB STOP

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$267.01	\$267.01	Any Ford brass products that are not in stoc		B44-666W
Utility Technology Services Inc	1	EA		\$271.16	\$271.16			B44-666W
Core & Main LP	1	EA		\$297.00	\$297.00			B44-666W
Oklahoma Contractors Supply	1	EA		\$336.46	\$336.46			B44-666W

26 2" CTS X 2" CTS CURB STOP

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$374.42	\$374.42	Any Ford brass products that are not in stoc		B44-777W
Utility Technology Services Inc	1	EA		\$380.24	\$380.24			B44-777W
Core & Main LP	1	EA		\$416.95	\$416.95			B44-777W
Oklahoma Contractors Supply	1	EA		\$471.88	\$471.88			B44-777W

27 1" PVC X 1" FIP CURB STOP

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$110.06	\$110.06	Any Ford brass products that are not in stoc		B71-444W
Utility Technology Services Inc	1	EA		\$111.77	\$111.77			B71-444W
Core & Main LP	1	EA		\$125.40	\$125.40			B71-444W
Oklahoma Contractors Supply	1	EA		\$138.71	\$138.71			B71-444W

28 3/4" PVC X 3/4" FIP CURB STOP

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$78.19	\$78.19	Any Ford brass products that are not in stoc		B71-333W
Utility Technology Services Inc	1	EA		\$79.41	\$79.41			B71-333W
Core & Main LP	1	EA		\$90.15	\$90.15			B71-333W

Oklahoma Contractors Supply	1	EA		\$98.54	\$98.54				B71-333W
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29	2" MIP X 2" MIP CURB STOP
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Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$329.27	\$329.27	Any Ford brass products that are not in stoc		B88-777W-NL
Utility Technology Services Inc	1	EA		\$334.38	\$334.38			B88-777W-NL
Core & Main LP	1	EA		\$366.00	\$366.00			B88-777W-NL
Oklahoma Contractors Supply	1	EA		\$414.97	\$414.97			B88-777W-NL

30	3/4" CTS X 3/4" FIP CURB STOP
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Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$44.80	\$44.80	Any Ford brass products that are not in stoc		B41-233W-G-NL
Utility Technology Services Inc	1	EA		\$45.04	\$45.04			B41-233W-G-NL
Core & Main LP	1	EA		\$51.15	\$51.15			B41-233W-G-NL
Oklahoma Contractors Supply	1	EA		\$55.88	\$55.88			B41-233W-G-NL

31	3/4" CTS X 3/4" MN STRAIGHT STOP
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Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$50.56	\$50.56	Any Ford brass products that are not in stoc		B43-232W-G-NL
Utility Technology Services Inc	1	EA		\$50.82	\$50.82			B43-232W-G-NL
Core & Main LP	1	EA		\$57.00	\$57.00			B43-232W-G-NL
Oklahoma Contractors Supply	1	EA		\$63.06	\$63.06			B43-232W-G-NL

32	1" CTS X 1" MN STRAIGHT STOP
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Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$114.42	\$114.42	Any Ford brass products that are not in stoc		B43-444W-G-NL
Utility Technology Services Inc	1	EA		\$115.02	\$115.02			B43-444W-G-NL
Core & Main LP	1	EA		\$129.00	\$129.00			B43-444W-G-NL
Oklahoma Contractors Supply	1	EA		\$142.73	\$142.73			B43-444W-G-NL

33	3/4" CTS X 1" CTS STRAIGHT STOP
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Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$83.65	\$83.65	Any Ford brass products that are not in stoc		B43-342W-G-NL
Utility Technology Services Inc	1	EA		\$84.08	\$84.08			B43-342W-G-NL
Core & Main LP	1	EA		\$94.35	\$94.35			B43-342W-G-NL
Oklahoma Contractors Supply	1	EA		\$104.34	\$104.34			B43-342W-G-NL

34	1-1/2" CTS X 1-1/2" CTS STRAIGHT STOP
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Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
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Utility Supply Company	1	EA		\$202.50	\$202.50	Any Ford brass products that are not in stoc	BF43-666W-NL
Utility Technology Services Inc	1	EA		\$205.65	\$205.65		BF43-666W-NL
Core & Main LP	1	EA		\$225.50	\$225.50		BF43-666W-NL
Oklahoma Contractors Supply	1	EA		\$255.21	\$255.21		BF43-666W-NL

35 2" CTS X 2" CTS STRAIGHT STOP

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$343.00	\$343.00	Any Ford brass products that are not in stoc	BF43-777W-NL	
Utility Technology Services Inc	1	EA		\$348.33	\$348.33		BF43-777W-NL	
Core & Main LP	1	EA		\$381.00	\$381.00		BF43-777W-NL	
Oklahoma Contractors Supply	1	EA		\$432.28	\$432.28		BF43-777W-NL	

36 2" FIP X 2" FLANGE STRAIGHT STOP

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$295.81	\$295.81	Any Ford brass products that are not in stoc	BF13-777W-NL	
Utility Technology Services Inc	1	EA		\$309.83	\$309.83		BF13-777W-NL	
Core & Main LP	1	EA		\$335.00	\$335.00		BF13-777W-NL	
Oklahoma Contractors Supply	1	EA		\$384.37	\$384.37		BF13-777W-NL	

37 3/4" CTS X 3/4" CTS COUPLING

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$20.49	\$20.49	Any Ford brass products that are not in stoc	C44-33-G-NL	
Utility Technology Services Inc	1	EA		\$20.60	\$20.60		C44-33-G-NL	
Core & Main LP	1	EA		\$23.35	\$23.35		C44-33-G-NL	
Oklahoma Contractors Supply	1	EA		\$25.56	\$25.56		C44-33-G-NL	

38 3/4" CTS X 1" CTS COUPLING

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$23.81	\$23.81	Any Ford brass products that are not in stoc	C44-34-G-NL	
Utility Technology Services Inc	1	EA		\$23.94	\$23.94		C44-34-G-NL	
Core & Main LP	1	EA		\$27.15	\$27.15		C44-34-G-NL	
Oklahoma Contractors Supply	1	EA		\$29.71	\$29.71		C44-34-G-NL	

39 1" CTS X 1" CTS COUPLING

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$23.44	\$23.44	Any Ford brass products that are not in stoc	C44-44-G-NL	
Utility Technology Services Inc	1	EA		\$23.57	\$23.57		C44-44-G-NL	
Core & Main LP	1	EA		\$26.75	\$26.75		C44-44-G-NL	
Oklahoma Contractors Supply	1	EA		\$29.24	\$29.24		C44-44-G-NL	

40	3/4" CTS X 3/4" MIP COUPLING								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$16.82	\$16.82	Any Ford brass products that are not in stoc		C84-33-G-NL
	Utility Technology Services Inc	1	EA		\$16.91	\$16.91			C84-33-G-NL
	Core & Main LP	1	EA		\$19.20	\$19.20			C84-33-G-NL
	Oklahoma Contractors Supply	1	EA		\$20.99	\$20.99			C84-33-G-NL

41	3/4" CTS X 1" MIP COUPLING								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$18.38	\$18.38	Any Ford brass products that are not in stoc		C84-43-G-NL
	Utility Technology Services Inc	1	EA		\$18.48	\$18.48			C84-43-G-NL
	Core & Main LP	1	EA		\$21.00	\$21.00			C84-43-G-NL
	Oklahoma Contractors Supply	1	EA		\$22.92	\$22.92			C84-43-G-NL

42	3/4" MIP X 1" CTS COUPLING								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$18.63	\$18.63	Any Ford brass products that are not in stoc		C84-34-G-NL
	Utility Technology Services Inc	1	EA		\$18.73	\$18.73			C84-34-G-NL
	Core & Main LP	1	EA		\$21.25	\$21.25			C84-34-G-NL
	Oklahoma Contractors Supply	1	EA		\$23.24	\$23.24			C84-34-G-NL

43	1" CTS X 1" MIP COUPLING								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$19.53	\$19.53	Any Ford brass products that are not in stoc		C84-44-G-NL
	Utility Technology Services Inc	1	EA		\$20.03	\$20.03			C84-44-G-NL
	Core & Main LP	1	EA		\$22.75	\$22.75			C84-44-G-NL
	Oklahoma Contractors Supply	1	EA		\$24.85	\$24.85			C84-44-G-NL

44	3/4" CTS X 3/4" FIP COUPLING								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$17.30	\$17.30	Any Ford brass products that are not in stoc		C14-33-G-NL
	Utility Technology Services Inc	1	EA		\$17.79	\$17.79			C14-33-G-NL
	Core & Main LP	1	EA		\$20.20	\$20.20			C14-33-G-NL
	Oklahoma Contractors Supply	1	EA		\$22.08	\$22.08			C14-33-G-NL

45	3/4" CTS X 1" FIP COUPLING								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$21.07	\$21.07	Any Ford brass products that are not in stoc		C14-43-G-NL

Utility Technology Services Inc	1	EA		\$21.18	\$21.18		C14-43-G-NL
Core & Main LP	1	EA		\$24.05	\$24.05		C14-43-G-NL
Oklahoma Contractors Supply	1	EA		\$26.28	\$26.28		C14-43-G-NL

46 3/4" FIP X 1" CTS COUPLING

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$20.85	\$20.85	Any Ford brass products that are not in stoc		C14-34-G
Utility Technology Services Inc	1	EA		\$20.93	\$20.93			C14-34-G
Core & Main LP	1	EA		\$24.05	\$24.05			C14-34-G
Oklahoma Contractors Supply	1	EA		\$26.00	\$26.00			C14-34-G

47 1" CTS X 1" FIP COUPLING

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$24.02	\$24.02	Any Ford brass products that are not in stoc		C14-44-G
Utility Technology Services Inc	1	EA		\$24.15	\$24.15			C14-44-G
Core & Main LP	1	EA		\$27.40	\$27.40			C14-44-G
Oklahoma Contractors Supply	1	EA		\$29.97	\$29.97			C14-44-G

48 3/4" MIP X 3/4" MN STRAIGHT COUPLING

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Technology Services Inc	1	EA		\$10.99	\$10.99			C38-23-2-5
Utility Supply Company	1	EA		\$11.00	\$11.00	Any Ford brass products that are not in stoc		C38-23-2-5
Core & Main LP	1	EA		\$12.50	\$12.50			C38-23-2-5
Oklahoma Contractors Supply	1	EA		\$13.64	\$13.64			C38-23-2-5

49 1" MIP X 1" MN STRAIGHT COUPLING

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Technology Services Inc	1	EA		\$16.91	\$16.91			C38-44-2-624
Utility Supply Company	1	EA		\$17.00	\$17.00	Any Ford brass products that are not in stoc		C38-44-2-624
Core & Main LP	1	EA		\$19.20	\$19.20			C38-44-2-624
Oklahoma Contractors Supply	1	EA		\$20.99	\$20.99			C38-44-2-624

50 1-1/2" CTS X 1-1/2" CTS COUPLING

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$77.64	\$77.64	Any Ford brass products that are not in stoc		C44-66
Utility Technology Services Inc	1	EA		\$78.85	\$78.85			C44-66
Core & Main LP	1	EA		\$86.45	\$86.45			C44-66
Oklahoma Contractors Supply	1	EA		\$97.85	\$97.85			C44-66

51	1-1/2" CTS X 1-1/2" FIP COUPLING								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$69.11	\$69.11	Any Ford brass products that are not in stoc		C14-66
	Utility Technology Services Inc	1	EA		\$70.19	\$70.19			C14-66
	Core & Main LP	1	EA		\$76.95	\$76.95			C14-66
	Oklahoma Contractors Supply	1	EA		\$97.85	\$97.85			C14-66
52	2" FIP X 2" CTS COUPLING								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$82.30	\$82.30	Any Ford brass products that are not in stoc		C14-77
	Utility Technology Services Inc	1	EA		\$83.58	\$83.58			C14-77
	Core & Main LP	1	EA		\$91.65	\$91.65			C14-77
	Oklahoma Contractors Supply	1	EA		\$103.72	\$103.72			C14-77
53	2" MIP X 2" CTS COUPLING								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$78.72	\$78.72	Any Ford brass products that are not in stoc		C84-77
	Utility Technology Services Inc	1	EA		\$79.95	\$79.95			C84-77
	Core & Main LP	1	EA		\$87.00	\$87.00			C84-77
	Oklahoma Contractors Supply	1	EA		\$99.22	\$99.22			C84-77
54	1-1/2" CTS X 1-1/2" MIP COUPLING								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$54.03	\$54.03	Any Ford brass products that are not in stoc		C84-66
	Utility Technology Services Inc	1	EA		\$54.87	\$54.87			C84-66
	Core & Main LP	1	EA		\$60.15	\$60.15			C84-66
	Oklahoma Contractors Supply	1	EA		\$68.09	\$68.09			C84-66
55	2" CTS X 2" CTS COUPLING								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$104.82	\$104.82	Any Ford brass products that are not in stoc		C44-77
	Utility Technology Services Inc	1	EA		\$106.45	\$106.45			C44-77
	Core & Main LP	1	EA		\$116.70	\$116.70			C44-77
	Oklahoma Contractors Supply	1	EA		\$132.09	\$132.09			C44-77
56	1" MIP X 1-1/2" CTS COUPLING								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$46.28	\$46.28	Any Ford brass products that are not in stoc		C84-46
	Utility Technology Services Inc	1	EA		\$47.00	\$47.00			C84-46

Core & Main LP	1	EA		\$52.70	\$52.70		C84-46
Oklahoma Contractors Supply	1	EA		\$58.32	\$58.32		C84-46

57 2" CTS X 2" PVC COUPLING

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$124.68	\$124.68	Any Ford brass products that are not in stoc		C47-77
Utility Technology Services Inc	1	EA		\$126.62	\$126.62			C47-77
Core & Main LP	1	EA		\$138.85	\$138.85			C47-77
Oklahoma Contractors Supply	1	EA		\$158.79	\$158.79			C47-77

58 1" CTS X 1" PVC COUPLING

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Technology Services Inc	1	EA		\$40.24	\$40.24			C47-44-G
Utility Supply Company	1	EA		\$40.83	\$40.83	Any Ford brass products that are not in stoc		C47-44-G
Core & Main LP	1	EA		\$45.65	\$45.65			C47-44-G
Oklahoma Contractors Supply	1	EA		\$49.94	\$49.94			C47-44-G

59 1" CTS X 3/4" PVC COUPLING

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$29.25	\$29.25	Any Ford brass products that are not in stoc		C47-43-G
Utility Technology Services Inc	1	EA		\$29.40	\$29.40			C47-43-G
Core & Main LP	1	EA		\$33.35	\$33.35			C47-43-G
Oklahoma Contractors Supply	1	EA		\$36.46	\$36.46			C47-43-G

60 1" CTS X 1" IP COUPLING

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$30.43	\$30.43	Any Ford brass products that are not in stoc		C45-44-G
Utility Technology Services Inc	1	EA		\$30.59	\$30.59			C45-44-G
Core & Main LP	1	EA		\$34.00	\$34.00			C45-44-G
Oklahoma Contractors Supply	1	EA		\$37.97	\$37.97			C45-44-G

61 1" CTS X 3/4" IP COUPLING

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$25.52	\$25.52	Any Ford brass products that are not in stoc		C45-43-G
Utility Technology Services Inc	1	EA		\$25.65	\$25.65			C45-43-G
Core & Main LP	1	EA		\$28.75	\$28.75			C45-43-G
Oklahoma Contractors Supply	1	EA		\$31.82	\$31.82			C45-43-G

62 1-1/2" CTS X 1-1/2" PVC COUPLING

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$106.81	\$106.81	Any Ford brass products that are not in stoc		C47-66
Utility Technology Services Inc	1	EA		\$108.47	\$108.47			C47-66
Core & Main LP	1	EA		\$118.00	\$118.00			C47-66
Oklahoma Contractors Supply	1	EA		\$134.60	\$134.60			C47-66

63 3/4" MN X 1" CTS STRAIGHT METER COUPLING

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$22.59	\$22.59	Any Ford brass products that are not in stoc		C34-24-G
Utility Technology Services Inc	1	EA		\$22.71	\$22.71			C34-24-G
Core & Main LP	1	EA		\$25.75	\$25.75			C34-24-G
Oklahoma Contractors Supply	1	EA		\$28.18	\$28.18			C34-24-G

64 1" MN X 1" CTS STRAIGHT METER COUPLING

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Technology Services Inc	1	EA		\$23.87	\$23.87			C34-44-G
Utility Supply Company	1	EA		\$28.23	\$28.23	Any Ford brass products that are not in stoc		C34-44-G
Core & Main LP	1	EA		\$31.85	\$31.85			C34-44-G
Oklahoma Contractors Supply	1	EA		\$35.20	\$35.20			C34-44-G

65 2" MIP X 2" PVC COUPLING

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$98.37	\$98.37	Any Ford brass products that are not in stoc		C87-77
Utility Technology Services Inc	1	EA		\$99.90	\$99.90			C87-77
Core & Main LP	1	EA		\$109.55	\$109.55			C87-77
Oklahoma Contractors Supply	1	EA		\$123.96	\$123.96			C87-77

66 3/4" CTS X 3/4" MN COUPLING

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$20.96	\$20.96	Any Ford brass products that are not in stoc		C34-23-G
Utility Technology Services Inc	1	EA		\$21.07	\$21.07			C34-23-G
Core & Main LP	1	EA		\$23.90	\$23.90			C34-23-G
Oklahoma Contractors Supply	1	EA		\$26.14	\$26.14			C34-23-G

67 1" CTS X 1 1/4" CTS COUPLING

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$34.22	\$34.22	Any Ford brass products that are not in stoc		C44-45
Utility Technology Services Inc	1	EA		\$34.76	\$34.76			C44-45
Core & Main LP	1	EA		\$38.55	\$38.55			C44-45

Oklahoma Contractors Supply	1	EA		\$43.13	\$43.13			C44-45
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68	1" CTS X 1/2" CTS COUPLING							
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer
	Utility Supply Company	1	EA		\$24.71	\$24.71	Any Ford brass products that are not in stoc	C44-14-G
	Utility Technology Services Inc	1	EA		\$24.84	\$24.84		C44-14-G
	Core & Main LP	1	EA		\$28.20	\$28.20		C44-14-G
	Oklahoma Contractors Supply	1	EA		\$30.82	\$30.82		C44-14-G

69	1" PVC X 1" PVC COUPLING							
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer
	Utility Supply Company	1	EA		\$50.30	\$50.30	Any Ford brass products that are not in stoc	C77-44
	Utility Technology Services Inc	1	EA		\$51.08	\$51.08		C77-44
	Core & Main LP	1	EA		\$57.00	\$57.00		C77-44
	Oklahoma Contractors Supply	1	EA		\$63.38	\$63.38		C77-44

70	3/4" PVC X 3/4" PVC COUPLING							
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer
	Utility Supply Company	1	EA		\$29.63	\$29.63	Any Ford brass products that are not in stoc	C77-33
	Utility Technology Services Inc	1	EA		\$30.09	\$30.09		C77-33
	Core & Main LP	1	EA		\$34.15	\$34.15		C77-33
	Oklahoma Contractors Supply	1	EA		\$37.34	\$37.34		C77-33

71	3/4" CTS X 3/4" PVC COUPLING							
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer
	Utility Supply Company	1	EA		\$27.43	\$27.43	Any Ford brass products that are not in stoc	C47-33
	Utility Technology Services Inc	1	EA		\$27.86	\$27.86		C47-33
	Core & Main LP	1	EA		\$31.60	\$31.60		C47-33
	Oklahoma Contractors Supply	1	EA		\$34.57	\$34.57		C47-33

72	1-1/2" CTS X 2" CTS COUPLING							
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer
	Utility Supply Company	1	EA		\$84.60	\$84.60	Any Ford brass products that are not in stoc	C44-67
	Utility Technology Services Inc	1	EA		\$85.92	\$85.92		C44-67
	Core & Main LP	1	EA		\$94.20	\$94.20		C44-67
	Oklahoma Contractors Supply	1	EA		\$106.62	\$106.62		C44-67

73	1-1/2" FIP X 1-1/2" PVC COUPLING							
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer

Utility Supply Company	1	EA		\$84.87	\$84.87	Any Ford brass products that are not in stoc	C17-66
Utility Technology Services Inc	1	EA		\$85.38	\$85.38		C17-66
Core & Main LP	1	EA		\$93.60	\$93.60		C17-66
Oklahoma Contractors Supply	1	EA		\$105.96	\$105.96		C17-66

74 2" FIP X 2" PVC COUPLING

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$113.02	\$113.02	Any Ford brass products that are not in stoc		C17-77
Utility Technology Services Inc	1	EA		\$114.78	\$114.78			C17-77
Core & Main LP	1	EA		\$125.85	\$125.85			C17-77
Oklahoma Contractors Supply	1	EA		\$142.44	\$142.44			C17-77

75 1" CTS X 1-1/4" PVC COUPLING

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$42.63	\$42.63	Any Ford brass products that are not in stoc		C47-45-G
Utility Technology Services Inc	1	EA		\$42.85	\$42.85			C47-45-G
Core & Main LP	1	EA		\$48.05	\$48.05			C47-45-G
Oklahoma Contractors Supply	1	EA		\$53.23	\$53.23			C47-45-G

76 1-1/2" MIP X 1-1/2" PVC COUPLING

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$67.69	\$67.69	Any Ford brass products that are not in stoc		C87-66
Utility Technology Services Inc	1	EA		\$68.75	\$68.75			C87-66
Core & Main LP	1	EA		\$75.35	\$75.35			C87-66
Oklahoma Contractors Supply	1	EA		\$85.31	\$85.31			C87-66

77 1" PVC X 1" MIP COUPLING

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$34.44	\$34.44	Any Ford brass products that are not in stoc		C87-44
Utility Technology Services Inc	1	EA		\$34.97	\$34.97			C87-44
Core & Main LP	1	EA		\$39.70	\$39.70			C87-44
Oklahoma Contractors Supply	1	EA		\$43.41	\$43.41			C87-44

78 1-1/2" CTS X 1" CTS COUPLING

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$55.48	\$55.48	Any Ford brass products that are not in stoc		C44-46
Utility Technology Services Inc	1	EA		\$56.34	\$56.34			C44-46
Core & Main LP	1	EA		\$62.00	\$62.00			C44-46
Oklahoma Contractors Supply	1	EA		\$69.92	\$69.92			C44-46

79	2" CTS X 2" CTS COUPLING								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$218.76	\$218.76	Any Ford brass products that are not in stoc		L44-77
	Utility Technology Services Inc	1	EA		\$222.16	\$222.16			L44-77
	Core & Main LP	1	EA		\$243.60	\$243.60			L44-77
	Oklahoma Contractors Supply	1	EA		\$275.70	\$275.70			L44-77

80	3/4" MN X 3/4" MIP ELBOW 90								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$15.91	\$15.91	Any Ford brass products that are not in stoc		L38-23
	Utility Technology Services Inc	1	EA		\$16.16	\$16.16			L38-23
	Core & Main LP	1	EA		\$18.30	\$18.30			L38-23
	Oklahoma Contractors Supply	1	EA		\$20.05	\$20.05			L38-23

81	1" MN X 1" MIP ELBOW 90								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$23.00	\$23.00	Any Ford brass products that are not in stoc		L38-44
	Utility Technology Services Inc	1	EA		\$23.04	\$23.04			L38-44
	Core & Main LP	1	EA		\$26.15	\$26.15			L38-44
	Oklahoma Contractors Supply	1	EA		\$28.58	\$28.58			L38-44

82	1-1/2" CTS X 1-1/2" CTS ELBOW 90								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$108.12	\$108.12	Any Ford brass products that are not in stoc		L44-66
	Utility Technology Services Inc	1	EA		\$109.80	\$109.80			L44-66
	Core & Main LP	1	EA		\$120.40	\$120.40			L44-66
	Oklahoma Contractors Supply	1	EA		\$136.26	\$136.26			L44-66

83	2" ELBOW 90 IP								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Core & Main LP	1	EA		\$23.30	\$23.30			
	Oklahoma Contractors Supply	1	EA		\$25.00	\$25.00			
	Utility Technology Services Inc	1	EA		\$108.47	\$108.47			
	Utility Supply Company	1	EA		No Bid				

84	1" ELBOW 90								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$7.00	\$7.00			

Core & Main LP	1	EA		\$7.20	\$7.20
Oklahoma Contractors Supply	1	EA		\$9.38	\$9.38
Utility Technology Services Inc	1	EA		\$34.58	\$34.58

85 1-1/2" MIP X 1-1/2" CTS ELBOW 90

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$88.13	\$88.13	Any Ford brass products that are not in stoc		L84-66
Utility Technology Services Inc	1	EA		\$89.50	\$89.50			L84-66
Core & Main LP	1	EA		\$98.00	\$98.00			L84-66
Oklahoma Contractors Supply	1	EA		\$111.07	\$111.07			L84-66

86 1" MIP X 1" CTS ELBOW 90

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$30.66	\$30.66	Any Ford brass products that are not in stoc		L84-44-G
Utility Technology Services Inc	1	EA		\$30.82	\$30.82			L84-44-G
Core & Main LP	1	EA		\$34.55	\$34.55			L84-44-G
Oklahoma Contractors Supply	1	EA		\$38.25	\$38.25			L84-44-G

87 3/4" MIP X 3/4" CTS ELBOW 90

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$18.43	\$18.43	Any Ford brass products that are not in stoc		L84-33-G
Utility Technology Services Inc	1	EA		\$18.53	\$18.53			L84-33-G
Core & Main LP	1	EA		\$21.00	\$21.00			L84-33-G
Oklahoma Contractors Supply	1	EA		\$22.99	\$22.99			L84-33-G

88 3/4" THREADED ELBOW 90

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$4.50	\$4.50			
Core & Main LP	1	EA		\$4.70	\$4.70			
Oklahoma Contractors Supply	1	EA		\$5.21	\$5.21			
Utility Technology Services Inc	1	EA		\$12.60	\$12.60			

89 3/4" MN X 1" CTS ELBOW 90

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$27.64	\$27.64	Any Ford brass products that are not in stoc		L34-24-G
Utility Technology Services Inc	1	EA		\$27.78	\$27.78			L34-24-G
Core & Main LP	1	EA		\$31.50	\$31.50			L34-24-G
Oklahoma Contractors Supply	1	EA		\$34.48	\$34.48			L34-24-G

90	1" CTS CX 1" CTS ELBOW 90								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$34.01	\$34.01	Any Ford brass products that are not in stoc		L44-44-G
	Utility Technology Services Inc	1	EA		\$34.19	\$34.19			L44-44-G
	Core & Main LP	1	EA		\$38.75	\$38.75			L44-44-G
	Oklahoma Contractors Supply	1	EA		\$42.43	\$42.43			L44-44-G

91	1" MN X 1" CTS ELBOW 90								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$37.62	\$37.62	Any Ford brass products that are not in stoc		L34-44-G
	Utility Technology Services Inc	1	EA		\$37.81	\$37.81			L34-44-G
	Core & Main LP	1	EA		\$42.40	\$42.40			L34-44-G
	Oklahoma Contractors Supply	1	EA		\$46.93	\$46.93			L34-44-G

92	3/4" MN X 3/4" CTS ELBOW 90								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Technology Services Inc	1	EA		\$23.88	\$23.88			L34-23-G
	Utility Supply Company	1	EA		\$24.00	\$24.00	Any Ford brass products that are not in stoc		L34-23-G
	Core & Main LP	1	EA		\$27.10	\$27.10			L34-23-G
	Oklahoma Contractors Supply	1	EA		\$29.62	\$29.62			L34-23-G

93	3/4" CTS X 3/4" CTS ELBOW 90								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Technology Services Inc	1	EA		\$26.62	\$26.62			L44-33-G
	Utility Supply Company	1	EA		\$27.00	\$27.00	Any Ford brass products that are not in stoc		L44-33-G
	Core & Main LP	1	EA		\$30.20	\$30.20			L44-33-G
	Oklahoma Contractors Supply	1	EA		\$33.04	\$33.04			L44-33-G

94	1" PVC X 1" PVC ELBOW 90								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$61.91	\$61.91	Any Ford brass products that are not in stoc		L77-44
	Utility Technology Services Inc	1	EA		\$62.87	\$62.87			L77-44
	Core & Main LP	1	EA		\$70.50	\$70.50			L77-44
	Oklahoma Contractors Supply	1	EA		\$78.02	\$78.02			L77-44

95	3/4" PVC X 3/4" PVC ELBOW 90								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$35.04	\$35.04	Any Ford brass products that are not in stoc		L77-33
	Utility Technology Services Inc	1	EA		\$35.59	\$35.59			L77-33

Core & Main LP	1	EA		\$40.40	\$40.40			L77-33
Oklahoma Contractors Supply	1	EA		\$44.17	\$44.17			L77-33

96 1" PVC X 1" CTS ELBOW 90

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$49.69	\$49.69	Any Ford brass products that are not in stoc		L47-44-G
Utility Technology Services Inc	1	EA		\$49.95	\$49.95			L47-44-G
Core & Main LP	1	EA		\$56.05	\$56.05			L47-44-G
Oklahoma Contractors Supply	1	EA		\$61.99	\$61.99			L47-44-G

97 3/4" CTS X 3/4" PVC ELBOW 90

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$33.00	\$33.00	Any Ford brass products that are not in stoc		L47-33-G
Utility Technology Services Inc	1	EA		\$33.08	\$33.08			L47-33-G
Core & Main LP	1	EA		\$37.55	\$37.55			L47-33-G
Oklahoma Contractors Supply	1	EA		\$41.05	\$41.05			L47-33-G

98 1" MIP X 1" FIP ELBOW 45

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$31.00	\$31.00	Any Ford brass products that are not in stoc		LA81-44
Utility Technology Services Inc	1	EA		\$31.43	\$31.43			LA81-44
Core & Main LP	1	EA		\$35.25	\$35.25			LA81-44
Oklahoma Contractors Supply	1	EA		\$39.01	\$39.01			LA81-44

99 1-1/2" BRASS THREADED FLANGE

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$48.14	\$48.14	Any Ford brass products that are not in stoc		CF31-66
Utility Technology Services Inc	1	EA		\$48.89	\$48.89			CF31-66
Core & Main LP	1	EA		\$53.00	\$53.00			CF31-66
Oklahoma Contractors Supply	1	EA		\$60.68	\$60.68			CF31-66

100 2" BRASS THREADED FLANGE

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$62.87	\$62.87	Any Ford brass products that are not in stoc		CF31-77
Utility Technology Services Inc	1	EA		\$63.85	\$63.85			CF31-77
Core & Main LP	1	EA		\$72.45	\$72.45			CF31-77
Oklahoma Contractors Supply	1	EA		\$79.23	\$79.23			CF31-77

101 1-1/2" X 2" BRASS THREADED FLANGE

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$236.56	\$236.56	Any Ford brass products that are not in stoc		A67-NL
Utility Technology Services Inc	1	EA		\$240.24	\$240.24			A67-NL
Core & Main LP	1	EA		\$260.00	\$260.00			A67-NL
Oklahoma Contractors Supply	1	EA		\$298.14	\$298.14			A67-NL

102 1" MN X 1-1/2" FLANGE - THREADED

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$160.64	\$160.64	Any Ford brass products that are not in stoc		A46-NL
Utility Technology Services Inc	1	EA		\$163.14	\$163.14			A46-NL
Core & Main LP	1	EA		\$178.00	\$178.00			A46-NL
Oklahoma Contractors Supply	1	EA		\$202.46	\$202.46			A46-NL

103 3/4" X 1" X 3/4" CTS TEE

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Technology Services Inc	1	EA		\$53.11	\$53.11			T444-343-G
Core & Main LP	1	EA		\$62.15	\$62.15			T444-343-G
Oklahoma Contractors Supply	1	EA		\$65.91	\$65.91			T444-343-G
Utility Supply Company	1	EA		No Bid		Ford kicked this back as not a excysting part		T444-343-G

104 3/4" X 3/4" X 1" CTS WYE

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$42.41	\$42.41	Any Ford brass products that are not in stoc		Y44-243-G
Utility Technology Services Inc	1	EA		\$42.63	\$42.63			Y44-243-G
Core & Main LP	1	EA		\$46.75	\$46.75			Y44-243-G
Oklahoma Contractors Supply	1	EA		\$52.91	\$52.91			Y44-243-G

105 2" x 1" X 1" CTS WYE

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$117.36	\$117.36	Any Ford brass products that are not in stoc		Y44-274-NL
Utility Technology Services Inc	1	EA		\$119.18	\$119.18			Y44-274-NL
Core & Main LP	1	EA		\$130.65	\$130.65			Y44-274-NL
Oklahoma Contractors Supply	1	EA		\$147.91	\$147.91			Y44-274-NL

106 3/4" X 3/4" X 3/4" CTS TEE

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$49.59	\$49.59	Any Ford brass products that are not in stoc		T444-333-G
Utility Technology Services Inc	1	EA		\$49.85	\$49.85			T444-333-G
Core & Main LP	1	EA		\$56.55	\$56.55			T444-333-G

Oklahoma Contractors Supply	1	EA		\$61.85	\$61.85				T444-333-G
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107 1" X 1" X 1" CTS TEE

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$53.07	\$53.07	Any Ford brass products that are not in stoc		T444-444-G
Utility Technology Services Inc	1	EA		\$53.35	\$53.35			T444-444-G
Core & Main LP	1	EA		\$59.85	\$59.85			T444-444-G
Oklahoma Contractors Supply	1	EA		\$66.20	\$66.20			T444-444-G

108 1" BRASS IP TEE

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$9.50	\$9.50			
Core & Main LP	1	EA		\$10.20	\$10.20			
Oklahoma Contractors Supply	1	EA		\$10.42	\$10.42			
Utility Technology Services Inc	1	EA		\$29.54	\$29.54			

109 3/4" BRASS IP TEE

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$5.50	\$5.50			
Core & Main LP	1	EA		\$5.75	\$5.75			
Oklahoma Contractors Supply	1	EA		\$6.25	\$6.25			
Utility Technology Services Inc	1	EA		\$20.73	\$20.73			

110 1-1/2" BRASS IP TEE

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$17.00	\$17.00			
Core & Main LP	1	EA		\$19.70	\$19.70			
Oklahoma Contractors Supply	1	EA		\$25.00	\$25.00			
Utility Technology Services Inc	1	EA		\$95.90	\$95.90			

111 1" MN X 2" FL ADAPTOR

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$164.42	\$164.42	Any Ford brass products that are not in stoc		A47-NL
Utility Technology Services Inc	1	EA		\$166.97	\$166.97			A47-NL
Core & Main LP	1	EA		\$183.10	\$183.10			A47-NL
Oklahoma Contractors Supply	1	EA		\$207.22	\$207.22			A47-NL

112 3/4" MN X 1" SPUD METER ADAPTOR

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
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Utility Supply Company	1	EA	\$27.62	\$27.62	Any Ford brass products that are not in stoc	A24-NL
Utility Technology Services Inc	1	EA	\$28.08	\$28.08		A24-NL
Core & Main LP	1	EA	\$31.85	\$31.85		A24-NL
Oklahoma Contractors Supply	1	EA	\$34.81	\$34.81		A24-NL

113 2" BRASS IP TEE

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$28.00	\$28.00			
Core & Main LP	1	EA		\$32.30	\$32.30			
Oklahoma Contractors Supply	1	EA		\$34.38	\$34.38			
Utility Technology Services Inc	1	EA		\$141.48	\$141.48			

114 1" INLET X 3/4" MN U-BRANCH

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$140.29	\$140.29	Any Ford brass products that are not in stoc		UVB43-42W-G
Utility Technology Services Inc	1	EA		\$141.02	\$141.02			UVB43-42W-G
Core & Main LP	1	EA		\$150.00	\$150.00			UVB43-42W-G
Oklahoma Contractors Supply	1	EA		\$175.00	\$175.00			UVB43-42W-G

115 2" INLET X 4:1" CTS BRANCH ADAPTOR

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$81.87	\$81.87	Any Ford brass products that are not in stoc		Y11-474
Utility Technology Services Inc	1	EA		\$83.14	\$83.14			Y11-474
Core & Main LP	1	EA		\$91.15	\$91.15			Y11-474
Oklahoma Contractors Supply	1	EA		\$103.18	\$103.18			Y11-474

116 2" X 2" X 2" CTS TEE

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$285.85	\$285.85	Any Ford brass products that are not in stoc		T444-777
Utility Technology Services Inc	1	EA		\$290.29	\$290.29			T444-777
Core & Main LP	1	EA		\$315.00	\$315.00			T444-777
Oklahoma Contractors Supply	1	EA		\$360.25	\$360.25			T444-777

117 1-1/2" X 1-1/2" X 1-1/2" CTS TEE

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$117.14	\$117.14	Any Ford brass products that are not in stoc		T444-666
Utility Technology Services Inc	1	EA		\$118.96	\$118.96			T444-666
Core & Main LP	1	EA		\$130.45	\$130.45			T444-666
Oklahoma Contractors Supply	1	EA		\$147.63	\$147.63			T444-666

118	3/4" MN X 3/4" SPUD METER ADAPTOR								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Technology Services Inc	1	EA		\$11.68	\$11.68			A23-NL
	Utility Supply Company	1	EA		\$11.75	\$11.75	Any Ford brass products that are not in stoc		A23-NL
	Core & Main LP	1	EA		\$13.25	\$13.25			A23-NL
	Oklahoma Contractors Supply	1	EA		\$14.49	\$14.49			A23-NL

119	2" BRASS PLUG								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Technology Services Inc	1	EA		\$10.71	\$10.71			
	Core & Main LP	1	EA		\$10.85	\$10.85			
	Oklahoma Contractors Supply	1	EA		\$11.46	\$11.46			
	Utility Supply Company	1	EA		No Bid				

120	2" BRASS THREADED CAP								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Technology Services Inc	1	EA		\$16.35	\$16.35			
	Core & Main LP	1	EA		\$16.50	\$16.50			
	Oklahoma Contractors Supply	1	EA		\$17.71	\$17.71			
	Utility Supply Company	1	EA		No Bid				

121	2" FIP BRASS COLLAR								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Oklahoma Contractors Supply	1	EA		\$18.75	\$18.75			
	Utility Technology Services Inc	1	EA		\$19.94	\$19.94			
	Core & Main LP	1	EA		\$20.15	\$20.15			
	Utility Supply Company	1	EA		No Bid				

122	1" X 3/4" FIP BRASS BELL REDUCER								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Core & Main LP	1	EA		\$8.00	\$8.00			
	Oklahoma Contractors Supply	1	EA		\$8.33	\$8.33			
	Utility Technology Services Inc	1	EA		\$16.27	\$16.27			
	Utility Supply Company	1	EA		No Bid				

123	1-1/2" FIP BRASS COLLAR								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Technology Services Inc	1	EA		\$12.11	\$12.11			

Core & Main LP	1	EA		\$12.25	\$12.25
Oklahoma Contractors Supply	1	EA		\$13.54	\$13.54
Utility Supply Company	1	EA		No Bid	

124 3/4" FIP BRASS COLLAR

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Technology Services Inc	1	EA		\$3.75	\$3.75			
Core & Main LP	1	EA		\$4.05	\$4.05			
Oklahoma Contractors Supply	1	EA		\$5.21	\$5.21			
Utility Supply Company	1	EA		No Bid				

125 1" X 3/4" X 1" CTS TEE

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Oklahoma Contractors Supply	1	EA		\$37.95	\$37.95			T444-434-G
Utility Technology Services Inc	1	EA		\$54.76	\$54.76			T444-434-G
Core & Main LP	1	EA		\$62.15	\$62.15			T444-434-G
Utility Supply Company	1	EA		No Bid		Ford kicked this back as not a part number		T444-434-G

126 1" X 1" X 1" CTS Y

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$70.36	\$70.36	Any Ford brass products that are not in stoc		Y44-244-G
Utility Technology Services Inc	1	EA		\$70.73	\$70.73			Y44-244-G
Core & Main LP	1	EA		\$80.00	\$80.00			Y44-244-G
Oklahoma Contractors Supply	1	EA		\$87.77	\$87.77			Y44-244-G

127 2" CTS X 1" FIP X 2" CTS TEE

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$131.50	\$131.50	Any Ford brass products that are not in stoc		T441-774
Utility Technology Services Inc	1	EA		\$133.54	\$133.54			T441-774
Core & Main LP	1	EA		\$146.00	\$146.00			T441-774
Oklahoma Contractors Supply	1	EA		\$165.73	\$165.73			T441-774

128 1" FIP BRASS COLLAR

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Core & Main LP	1	EA		\$5.75	\$5.75			
Utility Technology Services Inc	1	EA		\$5.94	\$5.94			
Oklahoma Contractors Supply	1	EA		\$8.33	\$8.33			
Utility Supply Company	1	EA		No Bid				

129	3/4" X 7" RESETTER W/ CHECK VALVE								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$145.31	\$145.31	Any Ford brass products that are not in stock		VBH42-7W-NL
	Utility Technology Services Inc	1	EA		\$147.57	\$147.57			VBH42-7W-NL
	Core & Main LP	1	EA		\$165.00	\$165.00			VBH42-7W-NL
	Oklahoma Contractors Supply	1	EA		\$181.25	\$181.25			VBH42-7W-NL

130	3/4" X 12" RESETTER W/CHECK VALVE								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$150.09	\$150.09	Any Ford brass products that are not in stoc		VBH42-12W-NL
	Utility Technology Services Inc	1	EA		\$152.43	\$152.43			VBH42-12W-NL
	Core & Main LP	1	EA		\$170.00	\$170.00			VBH42-12W-NL
	Oklahoma Contractors Supply	1	EA		\$189.16	\$189.16			VBH42-12W-NL

131	1" X 12" SETTER W/ CHECK VALVE, CTS FITTINGS								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$291.40	\$291.40	Any Ford brass products that are not in stoc		VBH74-12W-44-44-
	Utility Technology Services Inc	1	EA		\$292.91	\$292.91			VBH74-12W-44-44-
	Core & Main LP	1	EA		\$320.00	\$320.00			VBH74-12W-44-44-
	Oklahoma Contractors Supply	1	EA		\$363.50	\$363.50			VBH74-12W-44-44-

132	3/4" X 7" SETTER W/CHECK VALVE, CTS FITTINGS								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$174.62	\$174.62	Any Ford brass products that are not in stoc		VBH72-7W-44-44-G
	Utility Technology Services Inc	1	EA		\$175.52	\$175.52			VBH72-7W-44-44-G
	Core & Main LP	1	EA		\$192.50	\$192.50			VBH72-7W-44-44-G
	Oklahoma Contractors Supply	1	EA		\$217.83	\$217.83			VBH72-7W-44-44-G

133	1" RETRO RESETTER W/CHECK VALVE								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$333.20	\$333.20	Any Ford brass products that are not in stoc		RETRO-4CVBH-NL
	Utility Technology Services Inc	1	EA		\$334.92	\$334.92			RETRO-4CVBH-NL
	Core & Main LP	1	EA		\$367.25	\$367.25			RETRO-4CVBH-NL
	Oklahoma Contractors Supply	1	EA		\$415.62	\$415.62			RETRO-4CVBH-NL

134	3/4" RETRO RESETTER W/CHECK VALVE								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$155.36	\$155.36	Any Ford brass products that are not in stoc		RETRO-2CVBH-NL
	Utility Technology Services Inc	1	EA		\$156.17	\$156.17			RETRO-2CVBH-NL

Core & Main LP	1	EA		\$170.00	\$170.00			RETRO-2CVBH-NL
Oklahoma Contractors Supply	1	EA		\$1,745.00	\$1,745.00			RETRO-2CVBH-NL

135 3/4" X 12" SETTER W/CHECK VALVE, CTS FITTINGS

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$174.62	\$174.62	Any Ford brass products that are not in stoc		VBH72-12W-44-44-
Utility Technology Services Inc	1	EA		\$180.30	\$180.30			VBH72-12W-44-44-
Core & Main LP	1	EA		\$197.75	\$197.75			VBH72-12W-44-44-
Oklahoma Contractors Supply	1	EA		\$223.75	\$223.75			VBH72-12W-44-44-

136 1" x 10" RESETTER W/CHECK VALVE

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$270.00	\$270.00	Any Ford brass products that are not in stoc		VBH44-10W-NL
Utility Technology Services Inc	1	EA		\$271.72	\$271.72			VBH44-10W-NL
Core & Main LP	1	EA		\$295.00	\$295.00			VBH44-10W-NL
Oklahoma Contractors Supply	1	EA		\$337.21	\$337.21			VBH44-10W-NL

137 1" X 10" SETTER W/CHECK VALVE, CTS FITTINGS

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$286.87	\$286.87	Any Ford brass products that are not in stoc		VBH74-10W-44-44-
Utility Technology Services Inc	1	EA		\$288.35	\$288.35			VBH74-10W-44-44-
Core & Main LP	1	EA		\$315.00	\$315.00			VBH74-10W-44-44-
Oklahoma Contractors Supply	1	EA		\$319.26	\$319.26			VBH74-10W-44-44-

138 4' X 3/4" BRASS TAPPING SADDLE CC, DBL STRAPS

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$97.64	\$97.64	Any Ford brass products that are not in stoc		202B-540-CC3
Utility Technology Services Inc	1	EA		\$99.16	\$99.16			202B-540-CC3
Core & Main LP	1	EA		\$112.00	\$112.00			202B-540-CC3
Oklahoma Contractors Supply	1	EA		\$123.06	\$123.06			202B-540-CC3

139 4" X 1" BRASS TAPPING SADDLE CC, DBL STRAPS

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$97.64	\$97.64	Any Ford brass products that are not in stoc		202B-540-CC4
Utility Technology Services Inc	1	EA		\$99.16	\$99.16			202B-540-CC4
Core & Main LP	1	EA		\$112.00	\$112.00			202B-540-CC4
Oklahoma Contractors Supply	1	EA		\$123.06	\$123.06			202B-540-CC4

140 4" X 1-1/2" BRASS TAPPING SADDLE CC, DBL STRAPS

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$113.68	\$113.68	Any Ford brass products that are not in stoc		202B-540-CC6
Utility Technology Services Inc	1	EA		\$115.65	\$115.65			202B-540-CC6
Core & Main LP	1	EA		\$126.00	\$126.00			202B-540-CC6
Oklahoma Contractors Supply	1	EA		\$143.52	\$143.52			202B-540-CC6

141 4" X 2" BRASS TAPPING SADDLE CC, DBL STRAPS

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$123.97	\$123.97	Any Ford brass products that are not in stoc		202B-540-CC7
Utility Technology Services Inc	1	EA		\$125.90	\$125.90			202B-540-CC7
Core & Main LP	1	EA		\$135.00	\$135.00			202B-540-CC7
Oklahoma Contractors Supply	1	EA		\$156.24	\$156.24			202B-540-CC7

142 4" X 2" BRASS TAPPING SADDLE CC, DBL STRAPS

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$123.97	\$123.97	Any Ford brass products that are not in stoc		202B-510-CC7
Utility Technology Services Inc	1	EA		\$125.90	\$125.90			202B-510-CC7
Core & Main LP	1	EA		\$135.00	\$135.00			202B-510-CC7
Oklahoma Contractors Supply	1	EA		\$156.24	\$156.24			202B-510-CC7

143 6" X 3/4" BRASS TAPPING SADDLE CC, DBL STRAPS

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$115.02	\$115.02	Any Ford brass products that are not in stoc		202B-750-CC3
Utility Technology Services Inc	1	EA		\$116.81	\$116.81			202B-750-CC3
Core & Main LP	1	EA		\$128.10	\$128.10			202B-750-CC3
Oklahoma Contractors Supply	1	EA		\$144.96	\$144.96			202B-750-CC3

144 6" X 1" BRASS TAPPING SADDLE CC, DBL STRAPS

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$115.02	\$115.02	Any Ford brass products that are not in stoc		202B-750-CC4
Utility Technology Services Inc	1	EA		\$116.81	\$116.81			202B-750-CC4
Core & Main LP	1	EA		\$128.10	\$128.10			202B-750-CC4
Oklahoma Contractors Supply	1	EA		\$144.96	\$144.96			202B-750-CC4

145 6" X 1-1/2" BRASS TAPPING SADDLE CC, DBL STRAPS

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$131.50	\$131.50	Any Ford brass products that are not in stoc		202B-750-CC6
Utility Technology Services Inc	1	EA		\$133.54	\$133.54			202B-750-CC6
Core & Main LP	1	EA		\$146.00	\$146.00			202B-750-CC6

Oklahoma Contractors Supply	1	EA		\$165.73	\$165.73			202B-750-CC6
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146 6" X 2" BRASS TAPPING SADDLE CC, DBL STRAPS

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$144.49	\$144.49	Any Ford brass products that are not in stoc		202B-750-CC7
Utility Technology Services Inc	1	EA		\$146.74	\$146.74			202B-750-CC7
Core & Main LP	1	EA		\$160.90	\$160.90			202B-750-CC7
Oklahoma Contractors Supply	1	EA		\$182.09	\$182.09			202B-750-CC7

147 8" X 3/4" BRASS TAPPING SADDLE CC, DBL STRAPS

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$142.35	\$142.35	Any Ford brass products that are not in stoc		202B-962-CC3
Utility Technology Services Inc	1	EA		\$144.56	\$144.56			202B-962-CC3
Core & Main LP	1	EA		\$160.00	\$160.00			202B-962-CC3
Oklahoma Contractors Supply	1	EA		\$179.39	\$179.39			202B-962-CC3

148 8" X 1" BRASS TAPPING SADDLE CC, DBL STRAPS

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$142.35	\$142.35	Any Ford brass products that are not in stoc		202B-962-CC4
Utility Technology Services Inc	1	EA		\$144.56	\$144.56			202B-962-CC4
Core & Main LP	1	EA		\$160.00	\$160.00			202B-962-CC4
Oklahoma Contractors Supply	1	EA		\$179.39	\$179.39			202B-962-CC4

149 8" X 1-1/2" BRASS TAPPING SADDLE CC, DBL STRAPS

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$149.87	\$149.87	Any Ford brass products that are not in stoc		202B-962-CC6
Utility Technology Services Inc	1	EA		\$152.20	\$152.20			202B-962-CC6
Core & Main LP	1	EA		\$167.00	\$167.00			202B-962-CC6
Oklahoma Contractors Supply	1	EA		\$188.87	\$188.87			202B-962-CC6

150 8" X 2" BRASS TAPPING SADDLE CC, DBL STRAPS

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$163.14	\$163.14	Any Ford brass products that are not in stoc		202B-962-CC7
Utility Technology Services Inc	1	EA		\$165.68	\$165.68			202B-962-CC7
Core & Main LP	1	EA		\$181.00	\$181.00			202B-962-CC7
Oklahoma Contractors Supply	1	EA		\$205.60	\$205.60			202B-962-CC7

151 10" X 3/4" BRASS TAPPING SADDLE CC, DBL STRAPS

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
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Utility Supply Company	1	EA		\$176.35	\$176.35	Any Ford brass products that are not in stoc	202B-1212-CC3
Utility Technology Services Inc	1	EA		\$179.09	\$179.09		202B-1212-CC3
Core & Main LP	1	EA		\$196.35	\$196.35		202B-1212-CC3
Oklahoma Contractors Supply	1	EA		\$222.25	\$222.25		202B-1212-CC3

152 10" X 1" BRASS TAPPING SADDLE CC, DBL STRAPS

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$176.35	\$176.35	Any Ford brass products that are not in stoc		202B-1212-CC4
Utility Technology Services Inc	1	EA		\$179.09	\$179.09			202B-1212-CC4
Core & Main LP	1	EA		\$196.35	\$196.35			202B-1212-CC4
Oklahoma Contractors Supply	1	EA		\$222.25	\$222.25			202B-1212-CC4

153 10" X 1-1/2" BRASS TAPPING SADDLE CC, DBL STRAPS

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$193.66	\$193.66	Any Ford brass products that are not in stoc		202B-1212-CC6
Utility Technology Services Inc	1	EA		\$196.67	\$196.67			202B-1212-CC6
Core & Main LP	1	EA		\$215.00	\$215.00			202B-1212-CC6
Oklahoma Contractors Supply	1	EA		\$244.08	\$244.08			202B-1212-CC6

154 10" X 2" BRASS TAPPING SADDLE CC, DBL STRAPS

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$208.01	\$208.01	Any Ford brass products that are not in stoc		202B-1212-CC7
Utility Technology Services Inc	1	EA		\$211.24	\$211.24			202B-1212-CC7
Core & Main LP	1	EA		\$231.65	\$231.65			202B-1212-CC7
Oklahoma Contractors Supply	1	EA		\$262.16	\$262.16			202B-1212-CC7

155 12" X 3/4" BRASS TAPPING SADDLE CC, DBL STRAPS

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$206.39	\$206.39	Any Ford brass products that are not in stoc		202B-1438-CC3
Utility Technology Services Inc	1	EA		\$209.60	\$209.60			202B-1438-CC3
Core & Main LP	1	EA		\$230.00	\$230.00			202B-1438-CC3
Oklahoma Contractors Supply	1	EA		\$260.10	\$260.10			202B-1438-CC3

156 12" X 1" BRASS TAPPING SADDLE CC, DBL STRAPS

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$206.39	\$206.39	Any Ford brass products that are not in stoc		202B-1438-CC4
Utility Technology Services Inc	1	EA		\$209.60	\$209.60			202B-1438-CC4
Core & Main LP	1	EA		\$230.00	\$230.00			202B-1438-CC4
Oklahoma Contractors Supply	1	EA		\$260.10	\$260.10			202B-1438-CC4

157	12" X 1-1/2" BRASS TAPPING SADDLE CC, DBL STRAPS								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$232.79	\$232.79	Any Ford brass products that are not in stoc		202B-1438-CC6
	Utility Technology Services Inc	1	EA		\$236.40	\$236.40			202B-1438-CC6
	Core & Main LP	1	EA		\$255.25	\$255.25			202B-1438-CC6
	Oklahoma Contractors Supply	1	EA		\$293.38	\$293.38			202B-1438-CC6

158	12" X 2" BRASS TAPPING SADDLE CC, DBL STRAPS								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$236.98	\$236.98	Any Ford brass products that are not in stoc		202B-1438-CC7
	Utility Technology Services Inc	1	EA		\$240.66	\$240.66			202B-1438-CC7
	Core & Main LP	1	EA		\$260.00	\$260.00			202B-1438-CC7
	Oklahoma Contractors Supply	1	EA		\$298.67	\$298.67			202B-1438-CC7

159	16" X 1" BRASS TAPPING SADDLE CC, DBL STRAPS								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$353.78	\$353.78	Any Ford brass products that are not in stoc		202B-1840-CC4
	Utility Technology Services Inc	1	EA		\$359.28	\$359.28			202B-1840-CC4
	Core & Main LP	1	EA		\$390.00	\$390.00			202B-1840-CC4
	Oklahoma Contractors Supply	1	EA		\$445.84	\$445.84			202B-1840-CC4

160	16" X 1-1/2" BRASS TAPPING SADDLE CC, DBL STRAPS								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$353.78	\$353.78	Any Ford brass products that are not in stoc		202B-1840-CC6
	Utility Technology Services Inc	1	EA		\$359.28	\$359.28			202B-1840-CC6
	Core & Main LP	1	EA		\$390.00	\$390.00			202B-1840-CC6
	Oklahoma Contractors Supply	1	EA		\$445.84	\$445.84			202B-1840-CC6

161	16" X 2" BRASS TAPPING SADDLE CC, DBL STRAPS								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$353.78	\$353.78	Any Ford brass products that are not in stoc		202B-1840-CC7
	Utility Technology Services Inc	1	EA		\$359.28	\$359.28			202B-1840-CC7
	Core & Main LP	1	EA		\$390.00	\$390.00			202B-1840-CC7
	Oklahoma Contractors Supply	1	EA		\$445.84	\$445.84			202B-1840-CC7

162	18" X 1" BRASS TAPPING SADDLE CC, DBL STRAPS								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$407.74	\$407.74	Any Ford brass products that are not in stoc		202B-2050-CC4

Utility Technology Services Inc	1	EA		\$414.08	\$414.08		202B-2050-CC4
Core & Main LP	1	EA		\$454.00	\$454.00		202B-2050-CC4
Oklahoma Contractors Supply	1	EA		\$513.54	\$513.54		202B-2050-CC4

163 2" X 1" BRASS TAPPING SADDLE (RW)

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$22.50	\$22.50	Any Ford brass products that are not in stoc		S70-204
Utility Technology Services Inc	1	EA		\$23.18	\$23.18			S70-204
Core & Main LP	1	EA		\$26.25	\$26.25			S70-204
Oklahoma Contractors Supply	1	EA		\$28.71	\$28.71			S70-204

164 2-1/2" X 1" BRASS TAPPING SADDLE (RW)

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Technology Services Inc	1	EA		\$28.90	\$28.90			S70-254
Utility Supply Company	1	EA		\$29.00	\$29.00	Any Ford brass products that are not in stoc		S70-254
Core & Main LP	1	EA		\$32.80	\$32.80			S70-254
Oklahoma Contractors Supply	1	EA		\$35.87	\$35.87			S70-254

165 3" x 1" BRASS TAPPING SADDLE (RW)

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$30.50	\$30.50	Any Ford brass products that are not in stoc		S70-304
Utility Technology Services Inc	1	EA		\$30.51	\$30.51			S70-304
Core & Main LP	1	EA		\$34.60	\$34.60			S70-304
Oklahoma Contractors Supply	1	EA		\$37.88	\$37.88			S70-304

166 3" X 2" BRASS TAPPING SADDLE (RW)

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Supply Company	1	EA		\$97.23	\$97.23	Any Ford brass products that are not in stoc		S71-307
Utility Technology Services Inc	1	EA		\$98.75	\$98.75			S71-307
Core & Main LP	1	EA		\$108.25	\$108.25			S71-307
Oklahoma Contractors Supply	1	EA		\$122.54	\$122.54			S71-307

167 4" X 1" BRASS TAPPING SADDLE (RW)

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Utility Technology Services Inc	1	EA		\$35.91	\$35.91			S70-404
Utility Supply Company	1	EA		\$36.00	\$36.00	Any Ford brass products that are not in stoc		S70-404
Core & Main LP	1	EA		\$40.25	\$40.25			S70-404
Oklahoma Contractors Supply	1	EA		\$44.56	\$44.56			S70-404

168	4" X 1-1/2" BRASS TAPPING SADDLE (RW)								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$76.00	\$76.00	Any Ford brass products that are not in stoc		S70-406
	Utility Technology Services Inc	1	EA		\$77.34	\$77.34			S70-406
	Core & Main LP	1	EA		\$85.00	\$85.00			S70-406
	Oklahoma Contractors Supply	1	EA		\$95.98	\$95.98			S70-406

169	5" X 1" BRASS TAPPING SADDLE (RW)								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$43.50	\$43.50	Any Ford brass products that are not in stock		S70-504
	Utility Technology Services Inc	1	EA		\$43.65	\$43.65			S70-504
	Core & Main LP	1	EA		\$48.00	\$48.00			S70-504
	Oklahoma Contractors Supply	1	EA		\$54.17	\$54.17			S70-504

170	6" X 1" BRASS TAPPING SADDLE (RW)								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$52.50	\$52.50	Any Ford brass products that are not in stoc		S70-604
	Utility Technology Services Inc	1	EA		\$53.58	\$53.58			S70-604
	Core & Main LP	1	EA		\$59.40	\$59.40			S70-604
	Oklahoma Contractors Supply	1	EA		\$66.49	\$66.49			S70-604

171	8" X 1" BRASS TAPPING SADDLE (RW)								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$74.00	\$74.00	Any Ford brass products that are not in stoc		S90-804
	Utility Technology Services Inc	1	EA		\$74.99	\$74.99			S90-804
	Core & Main LP	1	EA		\$83.15	\$83.15			S90-804
	Oklahoma Contractors Supply	1	EA		\$93.05	\$93.05			S90-804

172	10" X 1" BRASS TAPPING SADDLE (RW)								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$139.88	\$139.88	Any Ford brass products that are not in stoc		S70-1004
	Utility Technology Services Inc	1	EA		\$142.05	\$142.05			S70-1004
	Core & Main LP	1	EA		\$155.00	\$155.00			S70-1004
	Oklahoma Contractors Supply	1	EA		\$176.28	\$176.28			S70-1004

173	10" X 2" BRASS TAPPING SADDLE (RW)								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Utility Supply Company	1	EA		\$199.55	\$199.55	Any Ford brass products that are not in stoc		S70-S90-1007
	Utility Technology Services Inc	1	EA		\$202.65	\$202.65			S70-S90-1007

Core & Main LP	1	EA		\$220.00	\$220.00		S70-S90-1007
Oklahoma Contractors Supply	1	EA		\$251.49	\$251.49		S70-S90-1007

174 1" FIPx FIP GATE VALVE (ALL BRASS)

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Oklahoma Contractors Supply	1	EA		\$15.62	\$15.62			MUELLER OR JONES
Core & Main LP	1	EA		\$50.15	\$50.15	HAMMOND 667		MUELLER OR JONES
Utility Technology Services Inc	1	EA		No Bid				MUELLER OR JONES
Utility Supply Company	1	EA		No Bid				MUELLER OR JONES

175 1-1/2" FIPx FIP GATE VALVE (ALL BRASS)

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Oklahoma Contractors Supply	1	EA		\$69.79	\$69.79			MUELLER OR JONES
Core & Main LP	1	EA		\$390.45	\$390.45	MUELLER 35-0556 W/HAND WHEEL		MUELLER OR JONES
Utility Technology Services Inc	1	EA		No Bid				MUELLER OR JONES
Utility Supply Company	1	EA		No Bid				MUELLER OR JONES

176 2" FIPx FIP GATE VALVE (ALL BRASS)

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Oklahoma Contractors Supply	1	EA		\$73.96	\$73.96			MUELLER OR JONES
Core & Main LP	1	EA		\$498.15	\$498.15	MUELLER 35-0559 W/HAND WHEEL		MUELLER OR JONES
Utility Technology Services Inc	1	EA		No Bid				MUELLER OR JONES
Utility Supply Company	1	EA		No Bid				MUELLER OR JONES

RESOLUTION NO. SUA-2024-5

**A RESOLUTION OF THE STILLWATER UTILITIES AUTHORITY
ADOPTING AN OPERATING BUDGET FOR THE FISCAL YEAR 2024-25.**

WHEREAS, 60 O.S. §176 H provides that public trusts shall file annually, with their beneficiary, copies of financial documents and reports sufficient to demonstrate the fiscal activity of such trust, including, but not limited to, budgets, financial reports, bond indentures, and audits; and

WHEREAS, the Trustees of the Stillwater Utilities Authority adopted a General Fund Transfer Policy consistent with Article V, Paragraph 15, Stillwater Utilities Authority Trust Indenture, as amended March 24, 2014 and established in Resolution No. SUA-2016-5; and

WHEREAS, in accordance with the foregoing, the Trustees have determined that the estimated General Fund Transfer for the 2024-25 fiscal year shall not exceed \$21,790,784; and

WHEREAS, the Trustees have reached agreement regarding the estimated revenues and expenditures for the various departments within the trust for the 2024-25 fiscal year operating budget; and

WHEREAS, the 2024-25 fiscal year operating budget shall be adopted by the Trustees.

NOW, THEREFORE BE IT RESOLVED BY THE TRUSTEES:

Section 1. That the 2024-25 fiscal year operating budget attached hereto be adopted in the amounts reflected therein.

Section 2. That this resolution and a copy of the adopted budget be filed with the Stillwater City Clerk.

PASSED, APPROVED AND ADOPTED by the Trustees and SIGNED by the CHAIR of the STILLWATER UTILITIES AUTHORITY, this 17th day of June, 2024.

STILLWATER UTILITIES AUTHORITY

WILLIAM H. JOYCE, CHAIR

(SEAL)

ATTEST:

TERESA KADAVY, SECRETARY

APPROVED AS TO FORM AND LEGALITY on this 17th day of June, 2024.

KIMBERLY CARNLEY, GENERAL COUNSEL

Stillwater Utilities Authority
Financial Plan for Fiscal Year 2025
Stillwater, Oklahoma

	SUA Operating	Electric Rate Stabilization Fund	Water Fund	Wastewater Fund	Water Tie-on Fund	Water Capital Fund	Wastewater Capital Fund	Waste Management Fund	Water Reserve Fund	Wastewater Reserve Fund	Waste Mgmt Reserve Fund	Water 2016 Debt Fund	Water 2017 Debt Fund	Wastewater 2023 Debt Fund	Water 2024 Debt Fund	Total Combined Funds
Resources and Transfers																
Beginning Balance	\$12,047,086	\$18,169,262	\$28,988,758	\$17,454,106	\$995,097	\$587,656	\$60,600	\$2,746,708	\$8,690,000	\$5,600,000	\$1,000,000	\$0	\$0	\$0	\$0	\$96,339,273
Electric	59,972,900	4,785,000														64,757,900
Water			17,971,000		38,000											18,009,000
Wastewater				8,463,000												8,463,000
Waste Management								6,636,000								6,636,000
Customer Service	441,960		365,760	320,040				396,240								1,524,000
Interest	407,320	12,000	1,054,240	766,720				167,720								2,408,000
Transfers In	10,000,000	5,000,000														15,000,000
Total Resources and Transfers	82,869,266	27,966,262	48,379,758	27,003,866	1,033,097	587,656	60,600	9,946,668	8,690,000	5,600,000	1,000,000	0	0	0	0	213,137,173
Expenses and Transfers																
Administration																
Operating	1,123,000															1,123,000
Capital																0
Debt																0
SUA Overhead Allocation	(770,000)															(770,000)
Utility & Billing Services																
Operating	1,650,676															1,650,676
Capital																0
Debt																0
SUA Overhead Allocation	(1,650,676)															(1,650,676)
Electric																
Operating	47,584,408	3,000														47,587,408
Capital		600,000														600,000
Debt		4,098,625														4,098,625
SUA Overhead Allocation	1,215,708															1,215,708
Water																
Operating			7,339,071													7,339,071
Capital			300,000													300,000
Debt			4,572,763													4,572,763
SUA Overhead Allocation			782,890													782,890
Wastewater																
Operating				3,532,561												3,532,561
Capital																0
Debt				1,168,024												1,168,024
SUA Overhead Allocation				316,056												316,056
Waste Management																
Operating								4,786,379								4,786,379
Capital																0

Stillwater Utilities Authority
Financial Plan for Fiscal Year 2025
Stillwater, Oklahoma

	SUA Operating	Electric Rate Stabilization Fund	Water Fund	Wastewater Fund	Water Tie-on Fund	Water Capital Fund	Wastewater Capital Fund	Waste Management Fund	Water Reserve Fund	Wastewater Reserve Fund	Waste Mgmt Reserve Fund	Water 2016 Debt Fund	Water 2017 Debt Fund	Wastewater 2023 Debt Fund	Water 2024 Debt Fund	Total Combined Funds
Debt								1,268,373								1,268,373
SUA Overhead Allocation								522,242								522,242
Fleet																
Operating	954,281															954,281
Capital																0
Debt																0
SUA Overhead Allocation	(416,220)															(416,220)
City Overhead Allocation	(538,061)															(538,061)
Transfers Out	27,532,398		832,833	454,031				1,530,989								30,350,251
Total Expenses and Transfers	76,685,514	4,701,625	13,827,557	5,470,672	0	0	0	8,107,983	0	0	0	0	0	0	0	108,793,351
Ending Balance	\$6,183,752	\$23,264,637	\$34,552,201	\$21,533,194	\$1,033,097	\$587,656	\$60,600	\$1,838,685	\$8,690,000	\$5,600,000	\$1,000,000	\$0	\$0	\$0	\$0	\$104,343,822
Restricted/Internally Designated	\$4,705,103	\$23,264,637	\$34,552,201	\$21,533,194	\$1,033,097	\$587,656	\$60,600	\$1,838,685	\$8,690,000	\$5,600,000	\$1,000,000	\$0	\$0	\$0	\$0	\$102,865,173
Unrestricted	1,478,649	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,478,649
Total	\$6,183,752	\$23,264,637	\$34,552,201	\$21,533,194	\$1,033,097	\$587,656	\$60,600	\$1,838,685	\$8,690,000	\$5,600,000	\$1,000,000	\$0	\$0	\$0	\$0	\$104,343,822