
On Thursday, February 16, 2023, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

AGENDA

BETHANY CITY COUNCIL

**TUESDAY, FEBRUARY 21, 2023
7:30 P.M.**

**BETHANY CITY HALL
6700 NW 36TH ST
BETHANY, OKLAHOMA**



With the exception of new business, official action can only occur on items which appear on the agenda. The Council may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, Council may refer the matter to the City Manager or the Municipal Counselor. The Council may also refer items to standing committees of the Council or to a board or commission for additional study. Under certain circumstances, items may be deferred to a specific later date or stricken from the agenda entirely.

1. Call to Order
2. Invocation and Flag Salute
3. Oath of Office
4. Consent Docket:
 - A. Approval of Minutes from the February 7, 2023, Regular Meeting.
 - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
5. Public Comment - Any person wishing to address the Council during Public Comment shall give their name, address, and city of residence to the City Clerk for the records **PRIOR to the start of the meeting.** *(Per Chapter 30 of the Bethany Code of Ordinances, there is a five-minute limit, and no action or discussion shall take place. All remarks shall be addressed to the Council as a body, and not to any member thereof.)*
6. Discussion, consideration, and possible approval of Professional Services Agreement-Amendment 1 with TDR Transforms for the Bethany Fire Station

Addition project and authorize the Mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*

7. Bethany Fire Station Addition Project Construction Manager recommendations:
 - A. Consideration and possible approval of selecting Lippert Brothers to act as Construction Manager for the Bethany Fire Station Addition project. *(Elizabeth Gray, City Manager)*
 - B. Consideration and possible approval of contract between Lippert Brothers and the City of Bethany for the Fire Station Addition project and authorize the Mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
8. Consideration and possible approval of a Cooperative Agreement between the City of Bethany and Southern Nazarene University regarding Rt. 66/39th Expressway improvements from N. Asbury Avenue to N. Redmond Avenue and authorize the Mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
9. Consideration and possible approval to award the Engineering Contract for the American Rescue Plan Act (ARPA)-Oklahoma Water Resources Board (OWRB) Grant for Peniel Wastewater Improvements Project to TEIM Design and authorize the Mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
10. Consideration and possible approval to award the Engineering Contract for the American Rescue Plan Act (ARPA)-Oklahoma Water Resources Board (OWRB) for Water Meter Automation Improvements Project to TEIM Design and authorize the Mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
11. Consideration and possible approval to award the Engineering Contract for the American Rescue Plan Act (ARPA)-Oklahoma Water Resources Board (OWRB) Water Grant for Well and Wellfield Improvements Project to TEIM Design and authorize the Mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
12. Consideration and possible approval of Ordinance No. 2043, an ordinance amending Chapter 132-Tobacco Related Offenses-of the Bethany Code of Ordinances to remove twenty-five-foot clause. *(Ray Jones, City Attorney)*
 - A. Presentation by staff and/or interested party.
 - B. Consideration and possible action to approve of Ordinance No. 2043, on reading by title only.
 - C. Motion to approve Sections 1-5 of Ordinance No. 2043.

13. Board of Adjustment at-large appointment of Matthew Goodwin. *(Nikki Lloyd, Mayor)*
14. Discussion and possible action to change the time for regularly scheduled meetings for the remainder of the calendar year. *(Marilyn McPhail, Council Member)*
15. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
16. City Attorney’s Report.
17. City Manager’s Report.
 - A. Financial Report.
18. Mayor and Council Members Comments and Suggestions.
19. Adjourn until March 7, 2023.

BETHANY PUBLIC WORKS AUTHORITY

With the exception of new business, official action can only occur on items which appear on the agenda. The Council may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, Council may refer the matter to the City Manager or the Municipal Counselor. The Council may also refer items to standing committees of the Council or to a board or commission for additional study. Under certain circumstances, items may be deferred to a specific later date or stricken from the agenda entirely.

1. Consent Docket:
 - A. Approval of Minutes from the February 7, 2023, Regular Meeting.
 - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
2. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
3. Adjourn until March 7, 2023.

BETHANY HOSPITAL TRUST

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The Council may also refer items to standing committees of the Council or to a board or commission for additional study. Under certain circumstances, items may be deferred to a specific later date or stricken from the agenda entirely.

1. **Consent Docket:**
 - A. Approval of Minutes from the February 7, 2023, Regular Meeting.
 - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
2. **New Business** *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
3. **Adjourn until March 7, 2023.**

BETHANY DEVELOPMENT AUTHORITY

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1. **Consent Docket:**
 - A. Approval of Minutes from the February 7, 2023, Regular Meeting.
 - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
2. **New Business** *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
3. **Adjourn until March 7, 2023.**

Public Participation Note: The City Council and Staff of the City of Bethany strongly encourages the input and involvement of the citizens to help ensure that the City government provides the highest level of services to meet the public needs and desires. If you have any concerns or comments about an agenda item, or any other issue, please contact the Mayor, your Ward Council Members or City Hall Staff. You may also contact the City Manager’s office if you would like to have an item placed on a future agenda to address the Council as a whole. (Guidelines are available in the Council Chambers and in City Hall Lobby.)

NOTICE: On Thursday, February 2, 2023, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

BETHANY CITY COUNCIL MEETING

BETHANY CITY HALL

TUESDAY, FEBRUARY 7, 2023

7:30 P.M.

MEMBERS PRESENT:	Nikki Lloyd	Mayor
	Brian Magirowsky	Vice-Mayor
	Steve Palmer	Council Member
	Chris Powell	Council Member
	Marilyn McPhail	Council Member
	Kathy Larsen	Council Member
	Matthew Goodwin	Council Member
	Jeff Knapp	Council Member
	Amanda Sandoval	Council Member

MEMBERS ABSENT: None

OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Joe Davis	Teim Design
	Mike Fina	OK Municipal League
	Anne Elfrink	Elfrink and Associates
	Donald Thoreson (See Roster)	

ITEM NO. 1 on the agenda Mayor **CALL TO ORDER.**

Mayor Lloyd called the Bethany City Council meeting to order at 7:30 P.M.

ITEM NO. 2 on the agenda was **INVOCATION AND FLAG SALUTE.**

The Invocation was given by Council Member Goodwin.

The Flag Salute was conducted by Council Member Sandoval.

ITEM NO. 3 on the agenda was **CONSENT DOCKET:**

- A. APPROVAL OF MINUTES FROM THE JANUARY 17, 2023 REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.**
- C. APPROVAL OF BUDGET AMENDMENT 23-11.**

Motion was made by Vice-Mayor Magirowsky, seconded by Council Member Sandoval to approve the consent docket. Yes votes: Sandoval, Palmer, Larsen, Goodwin, Lloyd, Magirowsky, Powell, Knapp, McPhail. No votes: None. Motion approved.

ITEM NO. 4 on the agenda PRESENTATION BY OKLAHOMA MUNICIPAL LEAGUE ACKNOWLEDGING 25-YEAR SERVICE AWARD HONOREES IN 2022.

Mayor Lloyd presented awards to the following employees:

Linda Warner for her 25 years of service to the City of Bethany.
Kenneth Erickson for his 25 years of law enforcement.

ITEM NO. 5 on the agenda PRESENTATION OF MAYORAL CERTIFICATES OF APPRECIATION.

Mayor Lloyd presented Certificates of Appreciation to our outgoing City Council Members Matthew Goodwin and Amanda Sandoval.

ITEM NO. 6 on the agenda was PUBLIC COMMENT - ANY PERSON WISHING TO ADDRESS THE COUNCIL DURING PUBLIC COMMENT SHALL GIVE THEIR NAME, ADDRESS, AND CITY OF RESIDENCE TO THE CITY CLERK FOR THE RECORDS PRIOR TO THE START OF THE MEETING. (PER CHAPTER 30 OF THE BETHANY CODE OF ORDINANCES, THERE IS A FIVE-MINUTE LIMIT, AND NO ACTION OR DISCUSSION SHALL TAKE PLACE. ALL REMARKS SHALL BE ADDRESSED TO THE COUNCIL AS A BODY, AND NOT TO ANY MEMBER THEREOF.)

None

ITEM NO. 7 on the agenda was PRESENTATION, CONSIDERATION, AND POSSIBLE APPROVAL TO ACCEPT THE FISCAL YEAR 2021-2022 AUDIT REPORT FROM ELFRINK AND ASSOCIATES. (MICHAEL VAUGHN, FINANCE DIRECTOR)

Anne Elfrink explained the audit process and their role in this process. This audit consisted of three separate reports. The first report is their opinion report, it describes their responsibility as well as their opinion. The second report is required by government auditing standards. This report is issued on the consideration of the cities internal control over financial reporting and their tests of compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The results disclosed no deficiencies that were considered to be material to the financial statements or otherwise required to be reported as a finding. The third report was necessary because our federal expenditures were in excess of \$750,000. A single audit under the uniform guidance was required. We were awarded 1,474,980. for the ice storm cleanup. Testing was done in each significant area of compliance. We determined there were no findings. The City of Bethany had three clean reports on all the financial statements.

Motion was made by Council Member Knapp, seconded by Vice-Mayor Magirowsky to accept the Fiscal Year 2021-2022 Audit Report. Yes votes: Sandoval, Powell, Knapp, Palmer, McPhail, Lloyd, Magirowsky, Larsen, Goodwin. No votes: None. Motion approved.

ITEM NO. 8 on the agenda was **PRESENTATION BY TEIM DESIGN REGARDING A POSSIBLE PARTNERSHIP BETWEEN SOUTHERN NAZARENE UNIVERSITY, OKLAHOMA DEPARTMENT OF TRANSPORTATION, AND THE CITY OF BETHANY FOR IMPROVEMENTS ON NW 39TH EXPRESSWAY. (ELIZABETH GRAY, CITY MANAGER)**

A three-way partnership with City of Bethany, Southern Nazarene University and ODOT will improve ADA sidewalks, signaling, eliminate some of the on-street parking on the North side of Main Street and add some decorative poles to the area. This presentation is included as Exhibit A in the minutes.

ITEM NO. 9 on the agenda was **PUBLIC HEARING ITEM: CONSIDERATION AND POSSIBLE APPROVAL OF A REQUEST BY DONALD THORESON, APPLICANT AND PROPERTY OWNER FOR SPECIAL PERMISSION THAT WILL ALLOW FOR THE CONSTRUCTION OF A 720 SQUARE FOOT ACCESSORY STRUCTURE AT 3704 N ROCKWELL AVENUE. (ELIZABETH GRAY, CITY MANAGER)**

Donald Thoreson spoke to the council requesting to put a storage building in his yard. Planning and Zoning unanimously approved the proposed accessory building.

Motion was made by Council Member Palmer, seconded by Council Member Knapp to approve special permission that will allow for the construction of a 720 square

foot accessory structure at 3704 N. Rockwell Avenue. Yes votes: Goodwin, Lloyd, Powell, McPhail, Magirowsky, Palmer, Sandoval, Knapp. No votes: Larsen. Motion approved.

ITEM NO. 10 on the agenda was DISCUSSION, CONSIDERATION, AND POSSIBLE APPROVAL OF PROFESSIONAL SERVICES AGREEMENT AMENDMENT 1 WITH TDR TRANSFORMS FOR THE BETHANY FIRE STATION ADDITION PROJECT AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)

Attorney Ray Jones reviewed the contracts and reported all were legally sound; however, the contract with PEC has three clauses that should be eliminated and or amended before council approval. Two clauses violate Oklahoma Constitution, and the third change is a clause where parties are agreeing to limit any liability to the value of the contract which in this case is just \$17,000.00 however, part of that includes attorney's fees to be brought into that.

Motion was made by Council Member Palmer, seconded by Council Member McPhail to continue this item to the next council meeting so that these discrepancies can be worked out and present a contract as a whole that can be voted on. Yes votes: Palmer, Larsen, McPhail, Goodwin, Sandoval, Knapp, Magirowsky, Powell. No votes: Lloyd. Motion approved.

ITEM NO. 11 on the agenda was BETHANY FIRE STATION ADDITION PROJECT CONSTRUCTION MANAGER RECOMMENDATIONS:

A. CONSIDERATION AND POSSIBLE APPROVAL OF SELECTING LIPPERT BROTHERS TO ACT AS CONSTRUCTION MANAGER FOR THE BETHANY FIRE STATION ADDITION PROJECT. (ELIZABETH GRAY, CITY MANAGER)

Elizabeth Gray reported that a result of the successful 2022, G.O. Bond election the City of Bethany is now ready to begin the project on the Fire Station Addition, Proposition 3A. The staff selection team has recently been in meetings with Architect Troy Rhodes and received two (2) Requests for Qualifications (RFQ's) to act as Construction Manager for the City of Bethany. The attached RFQ's were submitted by Lippert Brothers, Inc., and Pope Construction. The selection team has recommended Lippert Brothers as the Construction Manager for the building addition to the existing Bethany Fire Station.

Staff has reviewed the contract and is asking for approval of the contract between the City of Bethany, OK and Lippert Brothers, Inc. as construction manager for the addition to the City of Bethany Fire Station.

Council Member Steve Palmer reported there are several provisions that need to be revised. Lippert Bros. has agreed to these revisions. The revisions to the contract are not included in this packet.

Motion was made by Council Member Palmer, seconded by Council Member McPhail to continue this item to the next council meeting so that the revised contract can also be approved with the RFQ for Lippert Bros, Inc. Yes votes: Sandoval, Larsen, McPhail, Palmer, Goodwin, Powell, Knapp, Magirowsky. No votes: Lloyd. Motion approved.

B. CONSIDERATION AND POSSIBLE APPROVAL OF CONTRACT BETWEEN LIPPERT BROTHERS AND THE CITY OF BETHANY FOR THE FIRE STATION ADDITION PROJECT AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)

Motion was made to approve and then the motion was amended by Council Member Palmer, seconded Council Member McPhail to continue Item A and B to the next council meeting so that the revised contract can also be approved with the RFQ for Lippert Bros, Inc. Yes votes: Sandoval, Larsen, McPhail, Palmer, Goodwin, Powell, Knapp, Magirowsky. No votes: Lloyd. Motion approved.

ITEM NO. 12 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO PURCHASE A NEW FORD NEW HOLLAND 55 WORKMASTER TRACTOR FOR THE PARKS DEPARTMENT FROM THE STATE CONTRACT IN THE AMOUNT OF \$46,899.84. (ELIZABETH GRAY, CITY MANAGER)** **ITEM NO. 12** on the agenda was **BUSINESS (AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS “MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA”)**.

Motion was made by Vice-Mayor Magirowsky, seconded by Council Member Palmer to approve the purchase of a new Ford New Holland 55 Workmaster Tractor in the amount of \$46,899.84. Yes votes: Knapp, Larsen, McPhail, Lloyd, Magirowsky, Goodwin, Sandoval, Powell, Palmer. No votes: None. Motion approved.

ITEM NO. 13 on the agenda was **BUSINESS (AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS “MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA”)**.

None

ITEM NO. 14 on the agenda was **CITY ATTORNEY’S REPORT.**

Attorney Jones reported that McAfee & Taft has requested to be at the next meeting to discuss the settlements for the Opioid case.

ITEM NO. 15 on the agenda was **CITY MANAGER'S REPORT.**

Police Chief Reid gave a department report covering this past year. This report is included in the minutes as Exhibit B.

City Manager Gray reported the following:

Next bulk trash pickup is March 6th beginning on the north side of town.

When city offices are not open payments can be made by regular mail, cash or check at US payment kiosks in stores. Kiosk 3 locations include 7 Eleven's at 3701 North Rockwell, 1628 N. Rockwell, 7959 NW 23rd, 5100 N. MacArthur and Cash Saver at 7101 N. 23rd, or you can pay online.

City offices will be closed for Monday, February 20th in observance of President's Day. Alternate trash day will be Wednesday, February 22nd.

Saturday, April 1st is the annual Rain Barrel Sale. Order your rain barrel online before March 19th.

March 8th and April 19th the Fire Department will be hosting Safe Kids Oklahoma for a car seat safety check and installation course.

ITEM NO. 16 on the agenda was **COUNCIL MEMBERS ANNOUNCEMENTS, COMMENTS, AND PROPOSALS.**

Each Council Member was given the opportunity to comment.

ITEM NO. 17 on the agenda was **ADJOURN UNTIL FEBRUARY 21, 2023.**

Mayor Lloyd adjourned the Bethany City Council meeting at 9:15 P.M.

MAYOR

CITY CLERK



CITY OF BETHANY

OKLAHOMA

EXHIBIT A



PROPOSED IMPROVEMENTS TO SH-66
(NW 39TH EXPRESSWAY)
N. ASBURY AVE. TO N. DONALD AVE.

SH-66 PROPOSED IMPROVEMENTS

CITY OF BETHANY

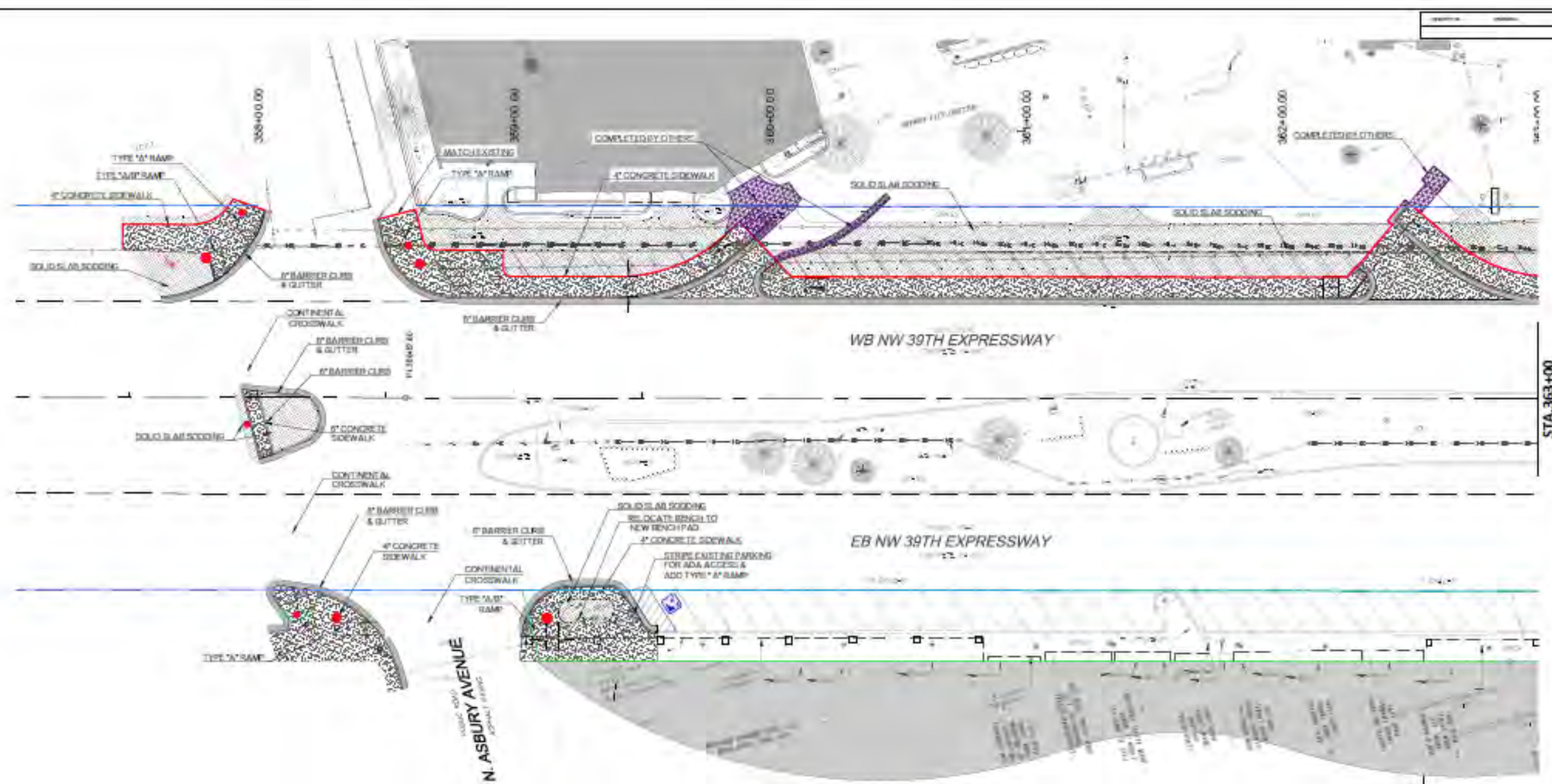


1. Improve Pedestrian Access and Safety.
 - ADA Compliant
2. Improve Intersection Operation.
 - Video Detection with New Controllers
 - Protected/Permissive Left Turn
3. Replace poles with decorative poles.
4. Improve safety on SH-66 by eliminating on-street parking on north side of SH-66.



Decorative Poles @ NW 50th & MacArthur Intersection

SH-66 PROPOSED IMPROVEMENTS



SURVEY LEGEND

UTILITY INFORMATION
 THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM PUBLIC SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR & ENGINEER MAKE NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN CORRESPOND TO ALL UTILITIES IN THE AREA, OTHER THAN IN SERVICE OF ABANDONED. THE SURVEYOR & ENGINEER FURTHER NOTES THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR & ENGINEER HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION OF UTILITIES.

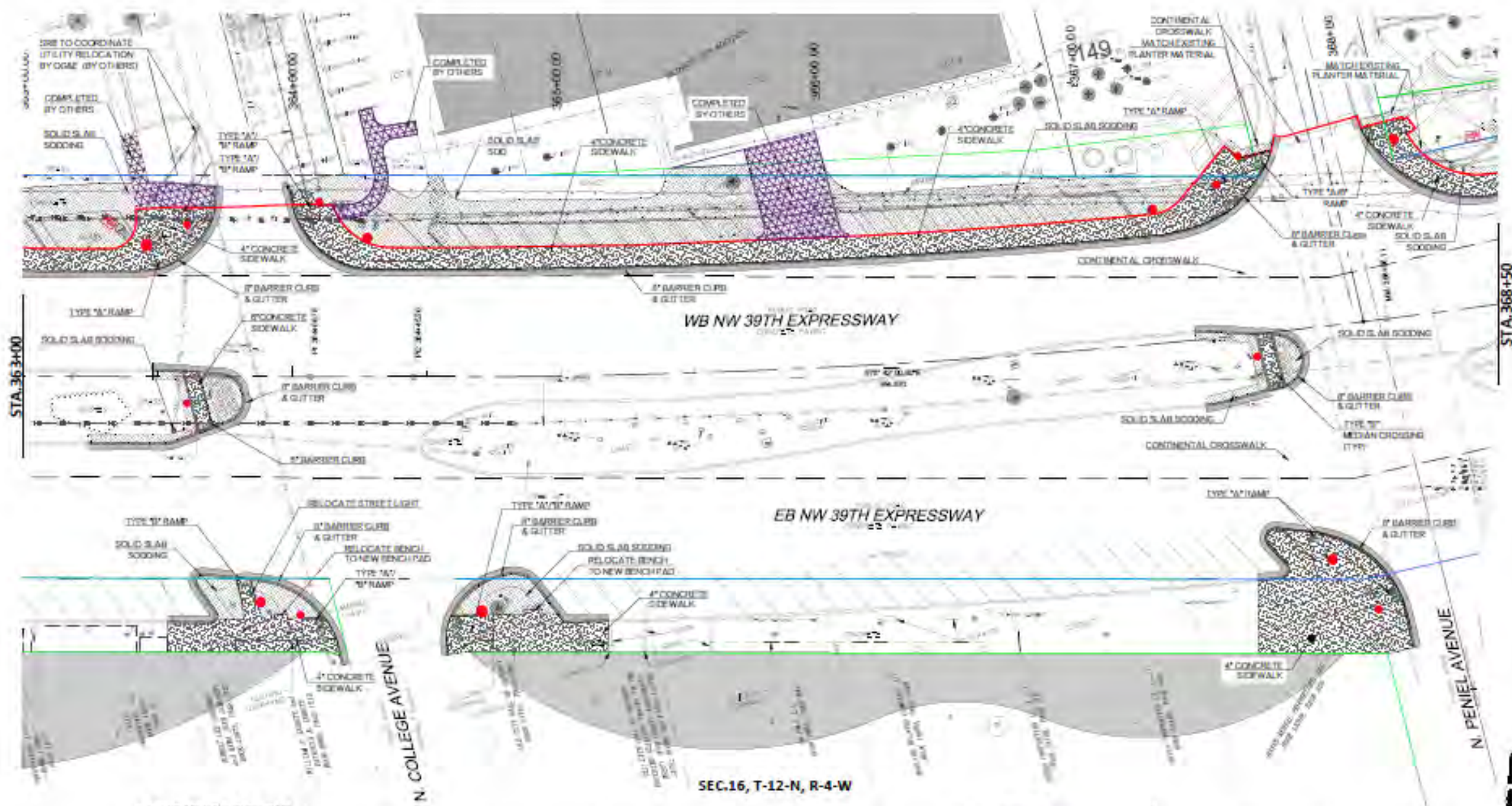
LEGEND

30% DESIGN
 NOT FOR CONSTRUCTION



DESIGN	OKLAHOMA DEPARTMENT OF TRANSPORTATION
DRAWN	
CHECKED	
APPROVED	
SAFETY-PLAN	
ROADWAY: 366' 30" 39TH STREET, ROUTE 66	
COUNTY: OKLAHOMA	STATE: OKLAHOMA
DATE: 08/11/2020	SHEET: 12/2020

SH-66 PROPOSED IMPROVEMENTS



SURVEY LEGEND

Utility	Water	Sanitary	Storm	Gas	Electric	Telephone	Optical Fiber	Other
Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed
Existing	Existing	Existing	Existing	Existing	Existing	Existing	Existing	Existing
Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed
Existing	Existing	Existing	Existing	Existing	Existing	Existing	Existing	Existing

UTILITY REMARKS:
 THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND DESIGN DRAWINGS. THE SURVEYOR & ENGINEER MAKE NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN CORRESPOND TO THE ACTUAL UTILITIES IN THE AREA. EITHER IN SERVICE OR ABANDONED. THE SURVEYOR & ENGINEER FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR & ENGINEER HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CONTRACTOR IS RESPONSIBLE IN VERIFYING LOCATION OF UTILITIES.

LEGEND

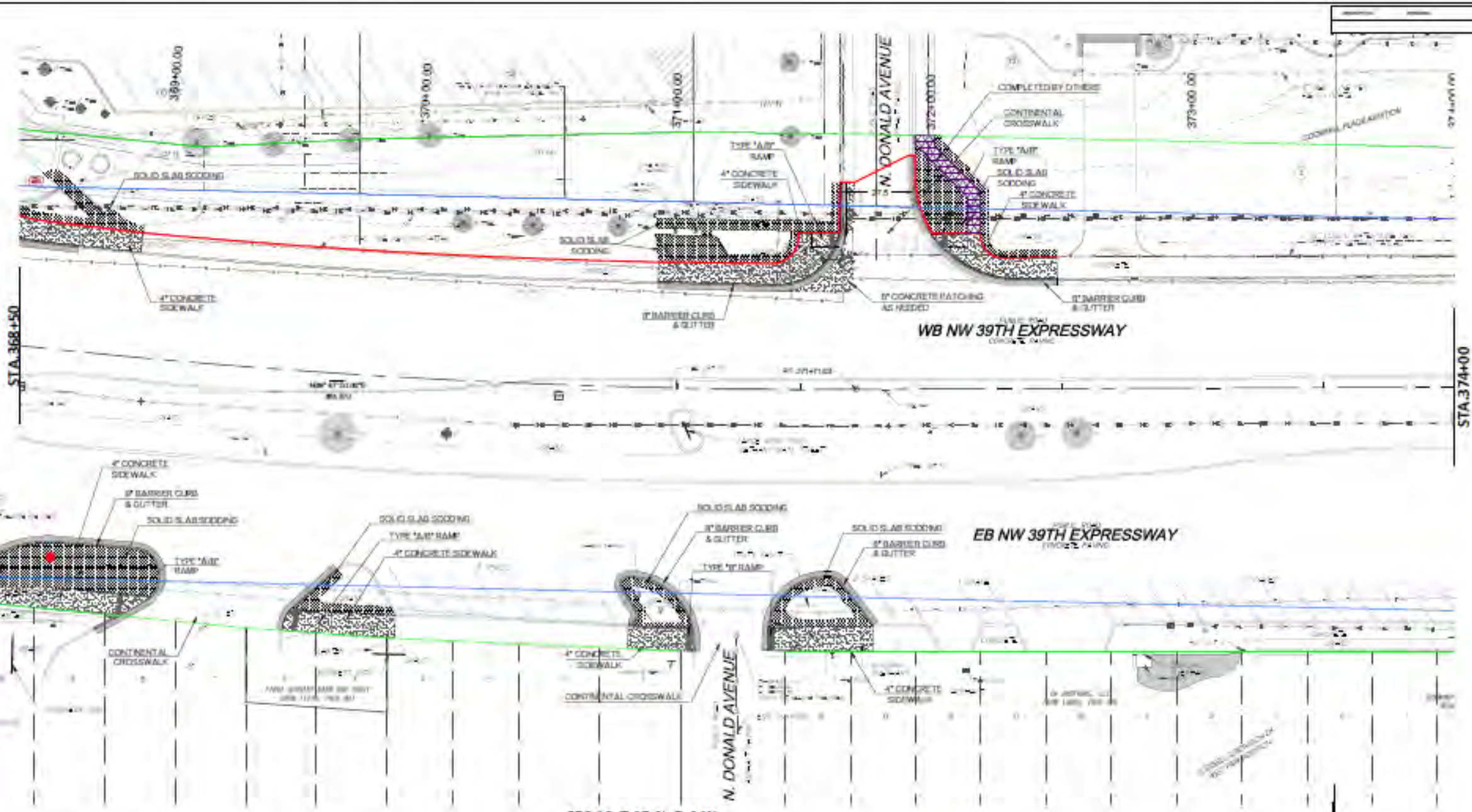
8" CONCRETE CURB & GUTTER	WORK TO BE COMPLETED BY OTHERS
CONCRETE SIDEWALK	SIGNAL PLAN BY OTHERS
HEAVY DUTY CONCRETE	STATE OF OKLAHOMA EASEMENT BOOK 1974 PG 579
LANDSCAPING	OKLAHOMA DEPARTMENT OF TRANSPORTATION ROW
TACTILE WARNING	



30% DESIGN
 NOT FOR CONSTRUCTION

DESIGN	OKLAHOMA DEPARTMENT OF TRANSPORTATION
DRAWN	SAFETY-PLAN
CHECKED	
APPROVED	ROUTE 66 / SH-66 / STATE ST. / ROUTE 66
	COUNTY OKLAHOMA STATE OKLAHOMA SHEET NO. 0000

SH-66 PROPOSED IMPROVEMENTS



SURVEY LEGEND

	UTILITY LINE		UTILITY LINE		UTILITY LINE
	UTILITY LINE		UTILITY LINE		UTILITY LINE
	UTILITY LINE		UTILITY LINE		UTILITY LINE
	UTILITY LINE		UTILITY LINE		UTILITY LINE
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	UTILITY LINE		UTILITY LINE		UTILITY LINE
	UTILITY LINE		UTILITY LINE		UTILITY LINE
	UTILITY LINE		UTILITY LINE		UTILITY LINE

DISCLAIMER:
 THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM PUBLIC SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR & ENGINEER MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR & ENGINEER FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR & ENGINEER HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CONSTRUCTION IS RESPONSIBLE IN VERIFYING LOCATION OF UTILITIES.

LEGEND

	8' CONCRETE CURB & GUTTER		WORK TO BE COMPLETED BY OTHERS
	CONCRETE SIDEWALK		SIGNAL PLAN BY OTHERS
	HEAVY DUTY CONCRETE		STATE OF OKLAHOMA EASEMENT BOOK 1974 PG 579
	LANDSCAPING		OKLAHOMA DEPARTMENT OF TRANSPORTATION R/W
	TACTILE WARNING		



30% DESIGN
 NOT FOR CONSTRUCTION

DESIGN	OKLAHOMA DEPARTMENT OF TRANSPORTATION
DRAWN	
CHECKED	
APPROVED	
SAFETY-PLAN	
ROADWAY: NW 39TH STREET / ROUTE 66	
COUNTY: OKLAHOMA	STATE: OKLAHOMA

251100001-D:\temp\10000-SAFE\1746-16-17-2020.dwg 10/20/2020 10:00:00 AM



What is ODOT's Involvement?

- The state owns the right-of-way along SH-66.
- ODOT maintains SH-66 roadway surface.
- ODOT manages SH-66 construction projects.
- ODOT oversees safety issues on SH-66.
- ODOT constructs traffic signals and has a maintenance agreement with the municipality.



Three Way Agreement Summary

1. Project Agreement between ODOT & City of Bethany
 - ODOT fund 75% of Construction Cost
 - City of Bethany fund 25% of Construction Cost
 - Estimated project cost is \$2,029,606.80
 - ODOT provides Construction Administration at no cost

2. Cooperative Agreement between City of Bethany & SNU
 - SNU and City of Bethany agree to share costs
 - SNU pays Bethany \$365,289.22 and provides design
 - City of Bethany pays \$142,112.48

3. What this means to the City of Bethany?
 - Significant upgrade to downtown SH-66 Corridor
 - Preconstruction, construction, and construction administration costs estimated over \$2.3 million.
 - Bethany's out of pocket cost is \$142,112.48 or 6% of project cost.
 - Typical ACOG projects range from 30-50% of project cost for municipalities



Project Status

Bethany Traffic Committee Meeting 1/31/23

- Recommend Approval of Project
- Recommend Speed Limit be Reduced to 25mph thru Project Extents

ODOT 30% Plan Review 2/2/23

- Initiating Environmental Studies
- Supplied Design Comments to Designer (SRB)
- Conducting Speed Study Based on Reduced Speed Limit Request

- Proposed Schedule

- Cooperative Agreement between City of Bethany & SNU - Feb. 2023
- Project Agreement between ODOT & City of Bethany - Feb./March 2023
- ODOT let date - September 2023

February 1, 2023

To: City Council

Ref: Bethany Police Department Update

The Bethany Police Department currently employs 30 full-time police officers when at full capacity. These positions include the following:

Chief
Deputy Chief
Captain
7-Lieutenants
16-Patrol Officers
4-Detectives

The Bethany Police Department has specialty positions that include, Traffic Division and the Bike Patrol. The Bethany Police Department also is a member of the Oklahoma County Multi Jurisdiction Tac-Team. We allow up to four officers from the police department to be a part of this team.

The police department is currently conducting a hiring process to fill four vacancies. We also have one officer that has just started the police academy. As you are aware it has been very difficult to find people that are willing to apply for police officer or any other open positions. We are also dealing with every other agency that is also trying to hire police officers. This makes hiring a very tough endeavor. We currently have two officers that will be leaving for other opportunities. We had the physical agility test for applicants on February 4, 2023. We hope that we will be able to fill all of the open positions out of this hiring process. If we can fill all of the positions 15 of the 30 officers we have will have two years or less with the department. We have been able to hire some outstanding new officers over the last few years.

The Bethany Police Department has three shifts that work 10 hours per shift. The shifts are:

Dayshift	0630-1630
Evenings	1400-0000
Midnight	2100-0700

There are overlap shifts from 1400-1630 and 2100-0000. This is due to this time frame being the busiest. When at full staff we have two Lieutenants and five officers on each shift. We have a minimum staffing of three officers on at any given time. The Investigations Division works 8-4 or 8-6. Chief & Deputy Chief work 8-5 Monday through Friday. When at full staff we also have traffic units that will adjust their work schedules as needed.

The Bethany Police Departments main focus is patrol. Patrolling the streets, answering calls for service is our priority.

The Bethany Police Department partners with the Oklahoma County Sheriff's Office in participating in the Multi-Jurisdictional Tactical Team. We allow up to four members of the Bethany Police

Department to participate. This is designed to handle high risk warrant service, barricaded subjects, Etc. This Tactical Team can be used by any agency in Oklahoma County.

In 2022 the Bethany Police Department had 14,496 calls for service. This does not include all the traffic stops made throughout the year. Calls for service are anything that officers respond to due to a citizen calling in or anything that the officer initiates while patrolling other than a traffic stop. In 2022 Bethany Police responded to:

- Domestics-312
- Auto Burgs-113
- Larceny-226
- Robbery-11
- Homicides-1
- Welfare Checks-280
- Mental Health-236
- Burglary-133
- Rape-5
- Sex Offense-28
- Suspicious-1986
- Disturbances-528
- Fatal Acc.-1
- Acc. W/Inj-66
- Acc.Hit & Run-76
- Acc. WO/Inj-323

Bethany Officers made a total of 4,107 traffic stops in 2022. Officers wrote 6,608 citations and 2,941 warnings. Bethany Officers made 610 arrests in 2022. A total of 354 cases were presented to the District Attorneys office. The Investigations division handled 1,021 cases in 2022. Investigations handles all cases that are filed with the Bethany Police Department. We will ask OSBI for assistance with all homicides. The agencies will then decide if Bethany Police will handle the investigation or OSBI will. The Bethany Police Department has great working relationships with SNU, OSBI, OBN, OCPD, Warr Acres, Yukon, and all other surrounding agencies. We have worked diligently to maintain these relationships. Several agencies reach out to our investigators for assistance due to their experience and professionalism.

The Uniform Crime Report for 2020 shows that Bethany has a 36.85 crime rate per 1000. This number has remained consistently in the mid to lower 30's for several years. When looking at these reports you should look at the areas that attach to your boundaries. Oklahoma City would be one boundary which has a 46.22 crime rate per 1000. The other would be Warr Acres which has a 46.15 crime rate per 1000. The Bethany Police Departments evidence room is another proud area of the police department. The property room is audited every year by an outside agency to make sure that the property room is operating using the latest techniques and laws. Bethany's property room is often used as an example for other agencies to follow.

The Bethany Police Department instituted the Body Camera program in September of 2022. Axon is the system that we chose. The system is paid in full for the first 5 years due to a drug seizure and a grant that we applied for and received.

Training is another priority of the police department. We make sure that all of the supervisors have attended the FBI LEEDA supervisor training when they are promoted. We also offer this to officers that show interest in being promoted. We make sure that all of our investigators attended the specialized training needed for the position. This includes, crime scene, sex crimes, crimes against

children, etc. We have some of the best investigators in the state.

The Bethany Police Department is at a very good point when dealing with equipment. I would like to announce that we now have a Drone Program that we just started. We have one officer that has completed the process for being licensed through the FAA to be able to fly the drone. The drone will be used for crime scene aerial shots and video, major accident scenes, high risk warrant service, etc.

In closing I would like to take this opportunity to thank the Council for their continued support. The City of Bethany has a great police department with some of the finest Police Officers. The officers look forward to coming to work every day to serve the Great Citizens of Bethany. We strive to continue to make Bethany a great place to live and work.

BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director
Date: February 16, 2023
Subject: Claims List for the 02/21/2023 City Council Meeting

GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operation Fund	\$81,780.66
Public Safety	\$5,587.20
E911 Fund	\$0.00
Capital Improvement Fund	\$152,648.44
Library GO Fund	\$0.00
Debt Service	\$0.00
Municipal Court Fund	\$15,041.25
Cemetery Fund	\$0.00
TOTAL	\$255,057.55

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$255,057.55
Bethany Public Works Authority	\$472,434.38
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
TOTAL	\$727,491.93

RECOMMENDATION

1. Approve the claims as presented.



FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
23-46800	10-005216	PERDUE BRANDON FIELDER COLLJAN 2023	COLLECTION RPT	2/2023	JAN-2023	3,559.63
DEPARTMENT TOTAL:						3,559.63
DEPARTMENT: 01.0		MANAGEMENT				
23-45036	10-004660	MOTHER NATURE'S INC.	PEST CONTROL	2/2023	1359274	45.00
23-45189	10-004660	MOTHER NATURE'S INC.	INSIDE PEST CONTROL	2/2023	1359268	75.00
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	2/2023	JAN 1-31	1,438.49
23-45621	10-005373	CARD SERVICES/PI	JOB POSTINGS	2/2023	20230131,20220930	359.96
23-46859	10-005373	CARD SERVICES/PI	FILE FOLDER, COFFEE, LEGA	2/2023	20230214	8.98
23-46861	10-005373	CARD SERVICES/PI	BWAPWA ATT/	2/2023	DEC. BWAPWA	449.58
23-45060	10-005851	LYTLE, SOULE' & FELTY, P.C.	ATTORNEY SVS	2/2023	198538	4,378.00
23-46856	10-006076	DOMINIQUE BRADFORD	OSBI REIMBURSEMENT	2/2023	20230215	19.00
23-46927	10-006082	ELIZABETH OBY	OSBI REIMBURSEMENT	2/2023	23-46927	19.00
23-46145	10-1530	THE TRIBUNE	BUDGET AMENDMENTS	2/2023	01-27-2023	4.95
23-46879	10-1622	WESTLAKE ACE HARDWARE	DISASSEMBLED PLUGINS	2/2023	3503333,	4.59
23-46895	10-1622	WESTLAKE ACE HARDWARE	SCREWDIVER SET&RIBANCHOR	2/2023	3503339	2.99
23-46695	10-1754	NORTHWEST OKLAHOMA CITY CHA	EVENING OF ACCOLADES	2/2023	12054	240.00
23-45506	10-2274	OZARKA WATER COMPANY	MONTHLY RENTAL & WATER	2/2023	SEE ATTACHED	15.44
23-45039	10-2448	MARGARET MCMORROW-LOVE	ATTORNEY SVS	2/2023	18344	1,081.60
23-45646	10-3196	IMAGENET CONSULTING, LLC	MANAGED IT	2/2023	INV464253	5,892.50
23-45507	10-4310	AMERIFLEX	FSA ADMIN FEE	2/2023	INV599303	196.10
DEPARTMENT TOTAL:						14,231.18
DEPARTMENT: 02.0		FINANCE				
23-46859	10-005373	CARD SERVICES/PI	FILE FOLDER, COFFEE, LEGA	2/2023	20230214	46.30
23-45062	10-0596	FUZZELL'S BUSINESS	SHARP USAGE	2/2023	MM91507	8.59
DEPARTMENT TOTAL:						54.89
DEPARTMENT: 03.0		COURT				
23-46804	10-004622	OMCCA	OMCCA TRAINING	2/2023	23-46804	35.00
23-46761	10-005126	TECHSICO ENTERPRISE SOLUTIO	SPEAKER REPAIR ESTIMATE	2/2023	TES0223-41	283.30
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	2/2023	JAN 1-31	440.86
23-46685	10-005373	CARD SERVICES/PI	LIGHT BULBS	2/2023	1711405	39.91
23-46526	10-006063	SEAL TIGHT DOOR & WINDOWS	LGLASS REPLACEMENT	2/2023	15633	561.00
23-45027	10-0596	FUZZELL'S BUSINESS	JAN 2023 COPIER MAINT	2/2023	MM91508	40.58
23-45002	10-2274	OZARKA WATER COMPANY	JAN 2023 WATER	2/2023	0939560	25.44
23-46653	10-3258	CITY OF YUKON	INMATE HOUSING	2/2023	01-23-2023	42.00
23-44991	10-3342	JANI-KING OF OKLAHOMA, INC.	FEB 2023 JANITORIAL	2/2023	OKC02230121	640.66
DEPARTMENT TOTAL:						2,108.75

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05.0		POLICE				
23-46755	10-004403	PREFERRED ROOFING, INC	Lobby Leak	2/2023	1898	175.00
23-46860	10-004459	AXON ENTERPRISE, INC.	Taser Cartridges	2/2023	INUS136443	1,874.00
23-45086	10-004660	MOTHER NATURE'S INC.	Yearly Treatment	2/2023	1359267	60.00
23-45318	10-004789	TRADS, INC	Monthly Usage	2/2023	JAN BILLING	75.00
23-46675	10-004973	BMW MOTORCYCLES OF OKC	Unit 16-006 Repair	2/2023	56317	4,215.13
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	2/2023	JAN 1-31	1,342.49
23-46847	10-005373	CARD SERVICES/PI	Items for Drone Program	2/2023	7129844	211.41
23-46863	10-005373	CARD SERVICES/PI	Breaching Instructor	2/2023	200009102	500.00
23-46872	10-005373	CARD SERVICES/PI	Amazon Order	2/2023	5401843	118.52
23-46873	10-005373	CARD SERVICES/PI	Sams Janitorial Supplies	2/2023	20230208	214.41
23-46874	10-005373	CARD SERVICES/PI	Sams Animal Welfare	2/2023	20230208	111.85
23-46880	10-005373	CARD SERVICES/PI	Records Computer	2/2023	547249611	259.99
23-45119	10-005634	INNOVATIVE SECURITY OF OKLA	Monitoring Fee	2/2023	618745	19.95
23-45691	10-005850	SAFE HAVEN	Spay & Neuter Monthly	2/2023	JAN 2023	875.00
23-45944	10-006044	HOUSE OF MODS LLC	Veh Maintenance & Repairs	2/2023	DEC-JAN	1,990.05
23-46682	10-006069	NORTH AMERICAN RESCUE HOLDI	IFAK Kits	2/2023	681402,681403	3,825.08
23-45040	10-1063	OG&E	MONTHLY SVS	2/2023	20230207	24.19
23-46814	10-1509	TOM'S SPEEDY LOCK & KEY SER	Change Locks	2/2023	69172	81.50
23-46849	10-1771	ADVENTURE OUT	Radar Installs	2/2023	555167	510.00
23-46436	10-2369	STAN'S PLUMBING INC	Leaking Hose Bibs	2/2023	18174	429.68
23-45096	10-2442	SUMNERONE, INC.	3 Printer Lease Agreement	2/2023	34855255,3484692	148.61
23-45090	10-3084	UTILITY DATA SERVICES, INC.	Yearly Fee's	2/2023	102829	12.50
23-45087	10-3342	JANI-KING OF OKLAHOMA, INC.	Yearly Cleaning	2/2023	OKC02230120	1,774.66
23-45405	10-3415	SPECIAL-OPS UNIFORMS, INC.	Branscum Pants	2/2023	336348	69.99
23-46625	10-3512	BOARD OF TESTS	Gee Intox Training	2/2023	13384	62.00
23-46835	10-3781	THE MAIL DROP INC./PD	recruit flyers	2/2023	20230203	24.70
23-45115	10-4388	ISG TECHNOLOGY, LLC	Security Yearly	2/2023	MSP342190	1,204.00
DEPARTMENT TOTAL:						20,209.71
DEPARTMENT: 06.0		FIRE				
23-46769	10-004408	BOUND TREE MEDICAL	NITRILE EXAM GLOVES	2/2023	8482708	467.80
23-46793	10-004408	BOUND TREE MEDICAL	PED AED PADS	2/2023	84845912	222.00
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	2/2023	JAN 1-31	688.25
23-46785	10-005373	CARD SERVICES/PI	PART FOR E1 LIGHT TOWER	2/2023	C000035991	276.82
23-45035	10-005510	SAMARITAN EMS	AMBULANCE SVS	2/2023	6363	17,989.75
23-46862	10-005888	GREGORY BURLAGE	GRANT WRITING	2/2023	AFG GRANT20230205	595.00
23-46609	10-0143	ASSESSMENT, INC.	PSYCHOLOGICAL EVALUATION	2/2023	5555	120.00
23-46591	10-3196	IMAGENET CONSULTING, LLC	COMPUTER	2/2023	INV457459	1,745.17
23-46053	10-3262	NAFECO	GAUGES	2/2023	1175303	585.00
23-46795	10-3262	NAFECO	HYDRANT LOOPS	2/2023	1191082	179.19
23-46899	10-3415	SPECIAL-OPS UNIFORMS, INC.	UNIFORM PANTS NEW HIRE	2/2023	336622	627.90
23-46810	10-4251	SAM'S CLUB DIRECT FD	OFFICE SUPPLIES	2/2023	20230202	366.31
23-46790	10-4352	MCBRIDE CLINIC	PRE-EMPLOY DRUG SCREEN	2/2023	39909	32.00
DEPARTMENT TOTAL:						23,895.19

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07.0 COMMUNITY DEV						
23-46859	10-005373	CARD SERVICES/PI	FILE FOLDER, COFFEE, LEGA	2/2023	20230214	16.55
23-45062	10-0596	FUZZELL'S BUSINESS	SHARP USAGE	2/2023	MM91507	8.60
DEPARTMENT TOTAL:						25.15
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	2/2023	JAN 1-31	452.15
23-46768	10-005373	CARD SERVICES/PI	DRYERASEBOARDS&MARKERS,	2/2023	0361032	10.14
23-46787	10-005373	CARD SERVICES/PI	WINDOWS UPGRADE FOR LAPTO	2/2023	20230131	125.00
23-46886	10-3331	RUCKER MECHANICAL, INC.	DX ISSUES WITH HVAC UNIT	2/2023	91293	111.25
DEPARTMENT TOTAL:						698.54
DEPARTMENT: 08.2 PUBLIC WORKS - STREETS						
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	2/2023	JAN 1-31	451.16
23-46871	10-0225	GENUINE PARTS	TIERODEND&STEERINGSTABILI	2/2023	7092-027566	158.06
23-46679	10-0609	BOBCAT OF OKLAHOMA CITY	HYD FLUID & HYD COUPLER	2/2023	P93823	262.44
23-46221	10-0694	HASKELL LEMON CONST CO	4 TONS OF ASPHALT	2/2023	01-1003-23793	239.20
23-46891	10-0694	HASKELL LEMON CONST CO	6.53 TONS OF ASPHALT	2/2023	01-1003-23943	522.40
23-45040	10-1063	OG&E	MONTHLY SVS	2/2023	20230207	14,019.60
23-46813	10-1622	WESTLAKE ACE HARDWARE	WALL FAUCET &MARKER PAINT	2/2023	3503325	11.56
23-46217	10-1841	CAVENDER FORD OF OKC	SHIFT CABLE UNIT #62	2/2023	532315	54.15
23-46845	10-2123	HOME DEPOT CREDIT SVCS	QUICKCRETE	2/2023	006614/5023974	79.25
DEPARTMENT TOTAL:						15,797.82
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
23-46852	10-005373	CARD SERVICES/PI	TU-32-20DIESEL FUEL SYSTE	2/2023	9422640	48.50
23-46854	10-0225	GENUINE PARTS	6 AIR FILTERS	2/2023	7092-027510	92.76
DEPARTMENT TOTAL:						141.26
DEPARTMENT: 08.5 PUBLIC WORKS - PARKS						
23-45069	10-0006	A WELDORS SUPPLY	MONTHLY FEES WELDING TANK	2/2023	260669	24.80
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	2/2023	JAN 1-31	28.93
23-46775	10-005373	CARD SERVICES/PI	CHAIN SHARPENER	2/2023	4922621	333.71
23-46779	10-0722	HUNZICKER BROTHERS	CANOPY LIGHT GARRISON	2/2023	S2490986.001	91.73
23-45040	10-1063	OG&E	MONTHLY SVS	2/2023	20230207	355.96
23-46896	10-1327	DOC SAVAGE SUPPLY CO	COVERFORSPRINKLE@LIBRARY	2/2023	14106	93.88
23-46786	10-1622	WESTLAKE ACE HARDWARE	MOUNTING STRIPS	2/2023	3503316	7.59
23-46796	10-1622	WESTLAKE ACE HARDWARE	CLOTH TACK & MOUNTING TAP	2/2023	3503317	15.98
23-46805	10-1622	WESTLAKE ACE HARDWARE	SCRAPER W/BLADES	2/2023	3503321	4.59
23-46813	10-1622	WESTLAKE ACE HARDWARE	WALL FAUCET &MARKER PAINT	2/2023	3503324	38.99
23-46879	10-1622	WESTLAKE ACE HARDWARE	DISASSEMBLED PLUGINS	2/2023	3503333,3503330	8.37
23-46895	10-1622	WESTLAKE ACE HARDWARE	SCREWDIVER SET&RIBANCHOR	2/2023	35033403339	15.99
23-46916	10-1622	WESTLAKE ACE HARDWARE	WATERSPICKET&SCREWS	2/2023	3503348,3503345	38.02
DEPARTMENT TOTAL:						1,058.54
FUND TOTAL:						81,780.66

FUND: 021- PUBLIC SAFETY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
23-46758	10-004536	APPLIED CONCEPTS, INC.	repair car radar unit	2/2023	414143	107.50
23-46540	10-004789	TRADS, INC	JAN 2023 TLO BILL	2/2023	20230215	170.00
23-46683	10-0610	GALLS LLC	30 Flashlights	2/2023	023344523	4,799.70
23-46802	10-1771	ADVENTURE OUT	Install Radars	2/2023	555162	510.00
DEPARTMENT TOTAL:						5,587.20
FUND TOTAL:						5,587.20

FUND: 031- CAPITAL IMPROVE PROJECTS

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		PROJECTS >\$25,000				
23-46867	10-0289	CENTRAL NEW HOLLAND, INC.	NEW HOLLAND TRACTOR	2/2023	21166	46,899.84
23-45498	10-1728	CL BOYD COMPANY INC	PW BACKHOE	2/2023	M13913	105,748.60
DEPARTMENT TOTAL:						152,648.44
FUND TOTAL:						152,648.44

FUND: 072- MUNICIPAL COURT FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
23-46797	10-1869	CLEET	JAN 2023 CLEET REPORT	2/2023	JAN 2023	5,133.49
23-46798	10-1970	OSBI	JAN 2023 AFIS REPORT	2/2023	JAN 2023	5,061.76
23-46799	10-1970	OSBI	JAN 2023 FORENSIC REPORT	2/2023	JAN 2023	4,826.00
23-46801	10-4235	OKLA BUREAU OF NARCOTICS	JAN 2023 OBN REPORT	2/2023	JAN 2023	20.00
DEPARTMENT TOTAL:						15,041.25
FUND TOTAL:						15,041.25
GRAND TOTAL:						727,491.93

CITY OF BETHANY

From: Elizabeth A. Gray, City Manager
Date: February 21, 2023
Subject: Professional Services Agreement -Fire station Addition-TDR Transforms

BACKGROUND

As the result of a successful General Obligation Bond election the City of Bethany is ready to commence work on an addition to upgrade the offices and living quarters at the fire station. During the campaign staff worked with TDR Transforms (Troy Rhodes, Architect) for renderings of the proposed station expansion. Staff would like to continue working with this architectural firm in order to begin work on the fire station addition. This item was tabled at the last meeting for contract clarification.

Staff proposes amending the contract with TDR Transforms to complete work on this project.

RECOMMENDATION

1. Approve Contract Amendment #1 with TDR Transforms

ADDITIONAL COMMENTS

Please see the attached contract.

This project will be funded through GO Bond Proceeds

A circular stamp containing the handwritten initials "dg" in blue ink.



January 9, 2023

Mr. Troy D Rhodes, AIA, NCARB
Principal
Troy D Rhodes & Company, Inc.
4323 NW 63rd Street, Suite 201
Oklahoma City, OK 73116

Reference: AGREEMENT for Bethany Fire Station Addition
Bethany, Oklahoma
230015-000

Dear Mr. Rhodes:

Professional Engineering Consultants, P.A. (“PEC”) is pleased to provide professional services to Troy D Rhodes & Company, Inc. (“Client”) in connection with the referenced Project, and in accordance with this letter agreement (“Agreement”). The services to be performed by PEC (“the Services”) are described in Exhibit A – Services, Schedule, and Payment (attached and incorporated by reference) and are subject to the following terms and conditions.

Performance. PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

Client Responsibilities. To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client requirements, the existing site, and planned improvements necessary for the orderly progress of the Services; (2) designate a person to act as Client representative with authority to transmit instructions, receive instructions and information, and interpret and define Client requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, and leveling the site; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or Services; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client. Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

Payment. Invoices will be submitted periodically and are due and payable upon receipt. Unpaid balances more than 30 days past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice, and any related attorneys’ fees and collection costs. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

Work Product. PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Project (the “Work Product”). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work Product may not be reproduced or used by the Client or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user’s sole risk and Client shall indemnify PEC for any liability or legal exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment by Client shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Client and PEC, Client may rely upon Work Product only in paper copy (“hard copy”) or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by PEC are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client sole risk.

Insurance. PEC and Client agree to each maintain statutory Worker’s Compensation, Employer’s Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC’s negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

Supplemental Agreements. Changes in the Services may be accomplished after execution of this Agreement only by a written Supplemental Agreement signed by PEC and Client. For any change that increases PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Differing, Concealed, or Unknown Conditions. If PEC encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. PEC assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys’ fees from all third-party claims resulting from differing, concealed, or unknown conditions.

Fast-Track, Phased or Accelerated Schedule. Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses including costs for PEC to coordinate and redesign portions of the Project affected by the procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the contractor to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

Force Majeure. PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project Client or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

Construction Means; Safety. PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

Cost Estimates. Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

Termination. Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. In the event the Client terminates this Agreement without cause, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

Environmental Hazards. Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

Betterment. PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

Dispute Resolution. The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to

Mr. Troy D Rhodes, AIA, NCARB
Troy D Rhodes & Company, Inc.
Bethany Fire Station Addition
January 9, 2023
Page 4

resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution.

Indemnity. To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, excluding, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total fee under this Agreement. In no event will PEC be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

Assignment. Client will not assign any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement will be binding upon the Client, its successors and assigns.

No Third-Party Beneficiaries. This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client obligations under any separate agreement with any third-party.

Entire Agreement. This Agreement represents the entire and integrated agreement between PEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a writing signed by PEC and Client.

Severability. If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Receipt of the executed copy will serve as PEC's notice to proceed with the Services.

Mr. Troy D Rhodes, AIA, NCARB
Troy D Rhodes & Company, Inc.
Bethany Fire Station Addition
January 9, 2023
Page 5

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



Kelby Ewert, PE
Electrical Division

KE:jgs

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: _____, Signatory

Printed Name: Steve Vo, PE

Title: SVP Commercial, Education & Healthcare Markets

Date: _____

ACCEPTED:

TROY D RHODES & COMPANY, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____



January 10, 2023

Mr. Troy D Rhodes, AIA, NCARB
Principal
Troy D Rhodes & Company, Inc.
4323 NW 63rd Street, Suite 201
Oklahoma City, OK 73116

Reference: AGREEMENT for Bethany Fire Station Addition
Bethany, Oklahoma
230015-000

Dear Mr. Rhodes:

Professional Engineering Consultants, P.A. (“PEC”) is pleased to provide professional services to Troy D Rhodes & Company, Inc. (“Client”) in connection with the referenced Project, and in accordance with this letter agreement (“Agreement”). The services to be performed by PEC (“the Services”) are described in Exhibit A – Services, Schedule, and Payment (attached and incorporated by reference) and are subject to the following terms and conditions.

Performance. PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

Client Responsibilities. To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client requirements, the existing site, and planned improvements necessary for the orderly progress of the Services; (2) designate a person to act as Client representative with authority to transmit instructions, receive instructions and information, and interpret and define Client requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, and leveling the site; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or Services; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client. Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

Payment. Invoices will be submitted periodically and are due and payable upon receipt. Unpaid balances more than 30 days past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice, and any related attorneys’ fees and collection costs. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

Work Product. PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Project (the “Work Product”). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work Product may not be reproduced or used by the Client or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user’s sole risk and Client shall indemnify PEC for any liability or legal exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment by Client shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Client and PEC, Client may rely upon Work Product only in paper copy (“hard copy”) or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by PEC are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client sole risk.

Insurance. PEC and Client agree to each maintain statutory Worker’s Compensation, Employer’s Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC’s negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

Supplemental Agreements. Changes in the Services may be accomplished after execution of this Agreement only by a written Supplemental Agreement signed by PEC and Client. For any change that increases PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Differing, Concealed, or Unknown Conditions. If PEC encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. PEC assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys’ fees from all third-party claims resulting from differing, concealed, or unknown conditions.

Fast-Track, Phased or Accelerated Schedule. Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses including costs for PEC to coordinate and redesign portions of the Project affected by the procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the contractor to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

Force Majeure. PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project Client or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

Construction Means; Safety. PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

Cost Estimates. Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

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Betterment. PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

Dispute Resolution. The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to

resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties are unable to resolve the claim, PEC and Client agree to submit the claim to mediation prior to the initiation of any binding dispute resolution proceedings (except for PEC claims for nonpayment). The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

Indemnity. To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, excluding, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total fee under this Agreement. In no event will PEC be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

Assignment. Client will not assign any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement will be binding upon the Client, its successors and assigns.

No Third-Party Beneficiaries. This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client obligations under any separate agreement with any third-party.

Entire Agreement. This Agreement represents the entire and integrated agreement between PEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a writing signed by PEC and Client.

Severability. If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Receipt of the executed copy will serve as PEC's notice to proceed with the Services.

Mr. Troy D Rhodes, AIA, NCARB
Troy D Rhodes & Company, Inc.
Bethany Fire Station Addition
January 10, 2023
Page 5

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



Kelby Ewert, PE
Electrical Division

KE:jgs

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: _____, Signatory

Printed Name: Steve Vo, PE

Title: SVP Commercial, Education & Healthcare Markets

Date: _____

ACCEPTED:

TROY D RHODES & COMPANY, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

- A. The Bethany Fire Station Addition (Project) shall consist of a 4,000 SF addition to the existing fire station. Addition shall include day room, kitchen, bunk rooms, restrooms, locker rooms, laundry room and private office spaces.
- B. **Project Description.**
1. The Project has an estimated project budget of \$1,000,000.
 2. The Project delivery method is design-bid-build.
- C. **Anticipated Project Schedule**
1. PEC shall commence its services on the Project after receiving Client's notice to proceed.
 2. PEC and Client anticipate that the design duration to complete construction documents will be approximately 4 weeks after receiving Notice to Proceed.
 3. Client acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.
 4. Project deliverable schedules will be impacted by untimely receipt of information. It is expected that the base model will be delivered to PEC within 4 working days prior to each project deliverable. New base model received by PEC from Client in this time may cause delays with that and subsequent project deliverables.
- D. **Project Deliverables**
1. The Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Oklahoma, where applicable:
 - a) Design Development Plans and Book Specifications:
 - b) Construction Document Plans and Book Specifications:
 - 1) Intervals agreed upon with client.
 - c) 100% Construction Document Plans and Book Specifications.
- E. **Scope of Services:**
1. General Scope Items for Mechanical, Electrical, and Technology Design Services:
 - a) Conduct pre-design site visit to assess existing conditions.
 - b) Participate in virtual design meetings with Client.
 - c) Provide bidding assistance including response to Contractor's questions and preparation of items for inclusion in Addenda.
 - d) Review shop drawings for systems and elements designed by PEC. Review period will be 10 business days after received by PEC office unless other terms are agreed to by PEC and Client.
 - e) Respond to RFIs generated by the contracting team. Response will be provided in 5 days after received by PEC office unless other terms are agreed to by PEC and Client.
 - f) Perform construction observation visits with written punch list as follows:
 - 1) 2 Mechanical
 - 2) 2 Electrical

PEC shall be notified one week prior by the Client of an upcoming observation visit. Construction observation is to familiarize the engineer with the general construction completeness and general conformity with the construction documents.

2. Mechanical engineering design including:
 - a) Design water, waste, and vent systems for proposed addition to five feet beyond building. Addition to include commercial grease interceptor.
 - b) Design domestic water heating system is for proposed addition anticipated to be gas fired tank type; with hot water circulation system.
 - c) Design rain leader/storm water systems piped internally to the building addition; to a point five feet beyond building. External gutters/downspouts are designed by others.
 - d) Design building natural gas distribution system to five-foot beyond building addition.
 - e) Design heating, ventilation, and air conditioning systems. Air systems are anticipated to be packaged rooftop units system with constant volume air distribution and hot gas reheat.
 - f) Route exhaust ductwork from existing relocated kitchen hood.
 - g) Produce performance specification for fire protection system for detailed design by others. Systems to be specified include wet fire sprinklers.

3. Electrical engineering design including:
 - a) Design interior and exterior building lighting systems for building addition.
 - b) Revise building electrical distribution systems as required to accommodate the building addition.
 - c) Design general purpose power and equipment connections.
 - d) Design raceway system(s) for all applicable technology systems such as Audio-Visual, Voice/Data, CATV, Public Address, Access Control, CCTV, Security, and etc.
 - e) Produce performance specification for fire alarm system for detailed design by others.

F. Additional Responsibilities of Client

The Client agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

1. Electronic files for base sheet development.
2. Utility requirements for all equipment specified and/or provided by the Client or other Contractors.
3. Progress prints and meeting minutes for coordination between disciplines.
4. Project design schedule and modifications to the design schedule made during project design.
5. Schedule of values from contractor.
6. Monthly construction schedule as provided by the contractor during the construction period.
7. Change order summary during the design and construction phase services.
8. Site survey.
9. Geotechnical investigation and report with recommendations for foundation and pavement design.

10. Landscaping and irrigation plans.
11. Drawings, studies, reports, and other information available pertaining to the existing building and site.

G. Additional Services:

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

1. Production of record drawings, as-builts, or release of electronic files.
2. Design engineer construction site observations in excess of the number above will be performed on an hourly basis.
3. Design of utilities to the PROJECT site.
4. Construction Document revisions, as necessary, to reduce the cost of construction after issue of Construction Documents. (Typically referred to “Value Engineering” or “VE”) or due to cost over-runs outside the control of PEC.
5. Construction Document revisions, as necessary, to reduce delivery times of elements within the design due to supply chain disruptions outside the control of PEC.
6. Project is assumed to have only one bid item. Design services associated with multiple bid options are not included.
7. Technology Design.
8. Alternate designs not specifically listed in the Scope of Services.
9. Construction administration and design services resulting from significant contractor errors are not included under this proposal and will be invoiced per our standard hourly rates.

H. Exclusions:

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Printing costs.
2. Fire protection and fire alarm design, drawings, and calculations.
3. Outside consultants.
4. Modifications or rework of existing building MEP/Technology infrastructure unless specifically stated above.

I. PEC’s Fees & Reimbursable Expenses:

1. PEC will invoice Client one time per month for services rendered and Reimbursable Expenses incurred in the previous month.
2. PEC’s Fee for its Scope of Services will be a **lump sum fee of \$17,000.00, plus Reimbursable Expenses.**
3. Reimbursable Expenses shall include vehicle mileage or vehicle rental and fuel for travel outside the county of the PEC office(s) providing design services, vehicle parking and tolls.
4. Taxes are not included in PEC’s Fees. Client shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

CITY OF BETHANY

From: Elizabeth A. Gray, City Manager
Date: February 7, 2023
Subject: Construction Manager Recommendation to Construct an Addition on to the Bethany Fire Station GO Bond Proposition 3A

BACKGROUND

As a result of the successful 2022, G.O. Bond election the City of Bethany is now ready to begin the project on the Fire Station Addition, Proposition 3A.

A) The staff selection team has recently been in meetings with Architect Troy Rhodes and received two (2) Requests for Qualifications (RFQ's) to act as Construction Manager for the City of Bethany. The attached RFQ's were submitted by Lippert Brothers, Inc., and Pope Construction. The selection team has recommended Lippert Brothers as the Construction Manager for the building addition to the existing Bethany Fire Station.

B) Staff has reviewed the contract and is asking for approval of the contract between the City of Bethany, OK and Lippert Brothers, Inc. as construction manager for the addition to the City of Bethany Fire Station.

RECOMMENDATION

- A. To select Lippert Brothers to act as Construction Manager for the Addition to the City of Bethany Fire Station.
- B. To approve the contract between the City of Bethany, Oklahoma and Lippert Brothers, Inc. for the Addition to the Fire Station.

ADDITIONAL COMMENTS

The RFQ and contract were tabled at the last meeting for further review by council.
Funding for this project will come from the GO Bond Proceeds





AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 7th day of February in the year 2023
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Bethany
6700 NW 36th Street
Bethany, OK 73008
Telephone Number: 405-789-2146

and the Construction Manager:
(Name, legal status, address, and other information)

Lippert Bros., Inc.
P.O. Box 17450
Oklahoma City, OK 73136
Telephone Number: 405-478-3580
Fax Number: 405-478-3301

for the following Project:
(Name, location, and detailed description)

City of Bethany Fire Station Addition
3919 N. Rockwell Avenue
Bethany, OK 73008

The Architect:
(Name, legal status, address, and other information)

Troy D. Rhodes & Company, Inc.
4323 NW 63rd Street, Suite 201
Oklahoma City, OK 73116
Telephone Number: 405-843-8601

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GENERAL PROVISIONS
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The owner's program consists of an addition to an existing fire station facility to contain living quarters for on-duty staff along with office space for Fire Department leadership. The project will also include minor site work to provide additional parking spaces, security fencing, gate, and landscaping as required.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

Total budget for the project, inclusive of construction costs, surveys, engineering, design, furniture, appliances, etc., is one million dollars (\$1,000,000.00).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

Date of Construction Commencement to be established following acceptance of Guaranteed Maximum Price Amendment, Owner's Notice to Proceed, and issuance of a Building Permit.

.3 Substantial Completion date or dates:

To be determined upon receipt of Complete Set of Plans & Specifications from Architect and development of Project schedule.

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:

(Identify any requirements for fast-track scheduling or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:

(List name, address, and other contact information.)

Elizabeth Gray, City Manager
6700 NW 36th Street
Bethany, OK 73008
Telephone Number: 405-789-2146
Email Address: elizabeth.gray@bethanyok.org

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

TBD

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Troy D. Rhodes
4323 NW 63rd Street, Suite 201
Oklahoma City, OK 73116
Telephone Number: 405-843-8600
Email Address: tdr@troydrhodes.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Caleb Miller
P.O. Box 17450
Oklahoma City, OK 73136
Telephone Number: 405-478-3580
Fax Number: 405-478-3301
Email Address: cmiller@lippertbros.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

Subcontractor procurement to be made in accordance with Oklahoma State Statutes, Title 61.

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201–2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with

the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the

Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall

notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction

Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Preconstruction Services Fee will be twelve thousand dollars (\$12,000.00) and invoiced as Design Work progresses.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Rate
------------------------	------

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within five (5) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made in proportion to services performed as follows:

Schematic Design	\$ 2,000.00
Design Development	\$ 3,000.00
Construction Documents	\$ 4,000.00
GMP Amendment	\$ 3,000.00
<hr/>	
Total	\$ 12,000.00

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

Prime Rate established by the Wall Street Journal.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Seven and One Half percent (7.5%) of the cost of the Work

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The Construction Manager's Fee for overhead and profit on additional Work added to the contract scope will remain seven and one half percent (7.5%) of the cost of Work. If the additional Work does not result in additional time being added and the time for substantial completion is extended by the additional work, then the Construction Manager and Owner's representative shall negotiate in good faith an additional amount to compensate Construction Manager for its General Requirements. In no event will the Construction Manager be entitled to General Requirements in excess of fifteen percent (15%) of the actual cost of the additional Work.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Ten percent (10%) Overhead and ten percent (10%) Profit.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed the current equipment rental rates established by the Association of Equipment Distributors (AED).

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

Upon completion of the project, any unused contingency dollars will be credited back to the owner. Then, the project budget will be evaluated to determine if a project savings, excluding any unused contingency, was realized. If a savings is realized it will be shared as follows:

Sixty percent (60%) savings to Owner / Forty percent (40%) savings to Construction Manager.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work, with the Owner’s prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item. Aggregate charges for non-powered hand tools having a cost of \$250.00 or less and miscellaneous equipment shall be billed at an amount equal to four percent (4%) of the Construction Manager's field labor cost.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the

Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager’s Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 A fee of 0.10% of the cost of the Work shall be applied to the monthly invoices for the use of Construction Manager’s web based project management system by all project team members.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager’s negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys’ fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner’s prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager’s standard written personnel policy for relocation and temporary living allowances of the Construction Manager’s personnel required for the Work, with the Owner’s prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager’s supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner’s prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term “related party” shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work,

equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 25th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty (20) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified; and
- .4 The Construction Manager’s Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of Subcontractor Billings and five percent (5%) of Construction Manager's Fee

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Construction Manager's labor, materials and equipment cost.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Upon the Owner and Architect's acknowledgement of the Project reaching fifty percent (50%) completion, retainage shall be reduced to two and a half percent (2.5%) of Subcontractor Billings and Construction Manager's Fee (upon approval by Owner and Architect) and remain at two and a half percent (2.5%) until such time the Project has reached completion.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or

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notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Prime Rate established by the Wall Street Journal

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

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(Check the appropriate box.)

- Arbitration pursuant to Article 15 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other: (Specify)

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders

and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and one million dollars (\$ 1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, to be provided by the Architect/Engineer of Record.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Builders's Risk	Contract Value

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

Architect to provide electronic files in PDF, Revit, and AutoCad format as requested by Construction Manager's or Subcontractors at no cost. Updated files to be provided during the course of construction to facilitate distribution of any drawing changes to the construction team.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction

(Paragraphs Deleted)

.6 Other Exhibits:

(Paragraph Deleted)

Drawings, specifications, and addenda (to be determined upon completion by Architect).

[] AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:

(Insert the date of the E234-2019 incorporated into this Agreement.)

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

Nikki Lloyd, Mayor

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

T. M. Lippert, President

(Printed name and title)

Additions and Deletions Report for AIA® Document A133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:40:59 ET on 02/07/2023.

PAGE 1

AGREEMENT made as of the 7th day of February in the year 2023.

...

City of Bethany
6700 NW 36th Street
Bethany, OK 73008
Telephone Number: 405-789-2146

...

Lippert Bros., Inc.
P.O. Box 17450
Oklahoma City, OK 73136
Telephone Number: 405-478-3580
Fax Number: 405-478-3301

...

City of Bethany Fire Station Addition
3919 N. Rockwell Avenue
Bethany, OK 73008

...

Troy D. Rhodes & Company, Inc.
4323 NW 63rd Street, Suite 201
Oklahoma City, OK 73116
Telephone Number: 405-843-8601

PAGE 2

The owner's program consists of an addition to an existing fire station facility to contain living quarters for on-duty staff along with office space for Fire Department leadership. The project will also include minor site work to provide additional parking spaces, security fencing, gate, and landscaping as required.

PAGE 3

Total budget for the project, inclusive of construction costs, surveys, engineering, design, furniture, appliances, etc., is one million dollars (\$1,000,000.00).

...

TBD

...

Date of Construction Commencement to be established following acceptance of Guaranteed Maximum Price Amendment, Owner's Notice to Proceed, and issuance of a Building Permit.

...

To be determined upon receipt of Complete Set of Plans & Specifications from Architect and development of Project schedule.

...

TBD

...

Elizabeth Gray, City Manager
6700 NW 36th Street
Bethany, OK 73008
Telephone Number: 405-789-2146
Email Address: elizabeth.gray@bethanyok.org

PAGE 4

TBD

...

TBD

...

Troy D. Rhodes
4323 NW 63rd Street, Suite 201
Oklahoma City, OK 73116
Telephone Number: 405-843-8600
Email Address: tdr@troydrhodes.com

...

Caleb Miller
P.O. Box 17450
Oklahoma City, OK 73136
Telephone Number: 405-478-3580
Fax Number: 405-478-3301
Email Address: cmiller@lippertbros.com

PAGE 5

Subcontractor procurement to be made in accordance with Oklahoma State Statutes, Title 61.

PAGE 11

Preconstruction Services Fee will be twelve thousand dollars (\$12,000.00) and invoiced as Design Work progresses.

...

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within five (5) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

§ 5.2.1 Unless otherwise agreed, payments for services shall be made ~~monthly~~ in proportion to services ~~performed~~ performed as follows:

...

Schematic Design \$ 2,000.00

...

Design Development \$ 3,000.00

...

Construction Documents \$ 4,000.00

...

GMP Amendment \$ 3,000.00

...

Total \$ 12,000.00

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

% Prime Rate established by the Wall Street Journal.

PAGE 12

Seven and One Half percent (7.5%) of the cost of the Work

...

The Construction Manager's Fee for overhead and profit on additional Work added to the contract scope will remain seven and one half percent (7.5%) of the cost of Work. If the additional Work does not result in additional time being added and the time for substantial completion is extended by the additional work, then the Construction Manager and Owner's representative shall negotiate in good faith an additional amount to compensate Construction Manager for its General Requirements. In no event will the Construction Manager be entitled to General Requirements in excess of fifteen percent (15%) of the actual cost of the additional Work.

...

Ten percent (10%) Overhead and ten percent (10%) Profit.

...

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed ~~percent (-%) of the standard rental rate paid at the place of the Project.~~ the current equipment rental rates established by the Association of Equipment Distributors (AED).

...

Upon completion of the project, any unused contingency dollars will be credited back to the owner. Then, the project budget will be evaluated to determine if a project savings, excluding any unused contingency, was realized. If a savings is realized it will be shared as follows:
Sixty percent (60%) savings to Owner / Forty percent (40%) savings to Construction Manager.

PAGE 14

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item. Aggregate charges for non-powered hand tools having a cost of \$250.00 or less and miscellaneous equipment shall be billed at an amount equal to four percent (4%) of the Construction Manager's field labor cost.

PAGE 15

§ 7.6.6 ~~Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.~~ A fee of 0.10% of the cost of the Work shall be applied to the monthly invoices for the use of Construction Manager's web based project management system by all project team members.

PAGE 17

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 25th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty (20) days after the Architect receives the Application for Payment.

PAGE 18

Five percent (5%) of Subcontractor Billings and five percent (5%) of Construction Manager's Fee

...

Construction Manager's labor, materials and equipment cost.

PAGE 19

Upon the Owner and Architect's acknowledgement of the Project reaching fifty percent (50%) completion, retainage shall be reduced to two and a half percent (2.5%) of Subcontractor Billings and Construction Manager's Fee (upon approval by Owner and Architect) and remain at two and a half percent (2.5%) until such time the Project has reached completion.

PAGE 20

%Prime Rate established by the Wall Street Journal

PAGE 21

Litigation in a court of competent jurisdiction

PAGE 23

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

...

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and one million dollars (\$ 1,000,000.00) policy limit.

...

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$ -) per claim and (\$ -) in the aggregate to be provided by the Architect/Engineer of Record.

...

Builders's Risk

Contract Value

PAGE 24

Architect to provide electronic files in PDF, Revit, and AutoCad format as requested by Construction Manager's or Subcontractors at no cost. Updated files to be provided during the course of construction to facilitate distribution of any drawing changes to the construction team.

...

~~3~~ AIA Document A133™ 2019, Exhibit B, Insurance and Bonds ~~3~~ AIA Document A201™-2017, General Conditions of the Contract for Construction

...

~~4~~

...

~~5~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

...

(Insert the date of the E203 2013 incorporated into this Agreement.)

...

(Check all boxes that apply.)

...

Drawings, specifications, and addenda (to be determined upon completion by Architect).

PAGE 25

Nikki Lloyd, Mayor

T. M. Lippert, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:40:59 ET on 02/07/2023 under Order No. 2114404704 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the _____ day of _____ in the year _____, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 7th day of February in the year 2023 (the “Agreement”)

(In words, indicate day, month, and year.)

for the following **PROJECT**:

(Name and address or location)

City of Bethany Fire Station Addition
3919 N. Rockwell Avenue
Bethany, OK 73008

THE OWNER:

(Name, legal status, and address)

City of Bethany
6700 NW 36th Street
Bethany, OK 73008

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Lippert Bros., Inc.
P.O. Box 17450
Oklahoma City, OK 73136

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed TBD (\$TBD), subject to additions and deductions by Change Order as provided in the Contract Documents.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

Refer to Attachment A.1 (At the time of establishing the GMP, this attachment will be provided with the breakdown of the project construction costs)

§ A.1.1.3 The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

The date of commencement shall be the date established in a written notice to proceed issued by the Owner after the issuance of associated building permits.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than TBD (TBD) calendar days from the date of commencement of the Work.

By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Refer to Attached Exhibit A.2 - Specifications (At the time of establishing the GMP, this listing of the final bid set of project specifications will be included with this document)

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Refer to Attached Exhibits:

A.3 - Drawings (At the time of establishing the GMP, this listing of the final bid set drawing sheets will be included with this document)

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
------	-------

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

Nikki Lloyd, Mayor

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

T. M. Lippert, President

(Printed name and title)

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:50:59 ET on 02/07/2023.

PAGE 1

This Amendment dated the day of in the year , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 7th day of February in the year 2023 (the "Agreement")

...

City of Bethany Fire Station Addition
3919 N. Rockwell Avenue
Bethany, OK 73008

...

City of Bethany
6700 NW 36th Street
Bethany, OK 73008

...

Lippert Bros., Inc.
P.O. Box 17450
Oklahoma City, OK 73136

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed TBD (\$TBD), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

Refer to Attachment A.1 (At the time of establishing the GMP, this attachment will be provided with the breakdown of the project construction costs)

...

Established as follows:

...

The date of commencement shall be the date established in a written notice to proceed issued by the Owner after the issuance of associated building permits.

PAGE 3

Not later than TBD (TBD) calendar days from the date of commencement of the Work.

...

Refer to Attached Exhibit A.2 - Specifications (At the time of establishing the GMP, this listing of the final bid set of project specifications will be included with this document)

...

Refer to Attached Exhibits:

A.3 - Drawings (At the time of establishing the GMP, this listing of the final bid set drawing sheets will be included with this document)

PAGE 4

Nikki Lloyd, Mayor

T. M. Lippert, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:50:59 ET on 02/07/2023 under Order No. 2114404704 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: 2/21/23
Subject: Project Agreement between the City of Bethany and Southern Nazarene University regarding Rt. 66/39th Expressway Improvements from N. Asbury Avenue to N. Redmond Avenue. This agreement is the first step towards a 3-way partnership between the Oklahoma Department of Transportation (ODOT), Southern Nazarene University (SNU) and the City of Bethany (COB). Improvements will include installation of sidewalks, removal of on street parking on the North side of SH 66 and adding sidewalks, crossings and new decorative pedestrian and traffic signals.

BACKGROUND

The attached agreement will allow the City of Bethany to enter into an agreement with the Southern Nazarene University. This agreement is the first step towards a three-way partnership with The City of Bethany, Southern Nazarene University, and the Oklahoma Department of Transportation to make improvements, modifications, and repairs to a portion of SH 66 on the NW 39th Expressway from N. Asbury Avenue to N. Redmond Avenue. This construction project will remove on street parking on the North side of SH 66, install sidewalk and ADA compliant ramps and crossings, and new decorative pedestrian and traffic signals at the intersections of N. Asbury Ave, N. College Ave., and N. Peniel Ave. This project requires a 25% match from the COB and SNU which totals \$507,401.70. ODOT will pay the remainder. The cost breakdown is as follows:

365,289.22 SNU
142,112.48 COB (from Stabilization Reserve Fund)
1,522,205.10 ODOT
2,029,606.80 - Project total

The City of Bethany is grateful for the contributions by the Oklahoma Department of Transportation and Southern Nazarene University for these much-needed improvements to Bethany's infrastructure and corridor enhancements to SH 66.

RECOMMENDATION

1. Approve the contract agreement with Southern Nazarene University and authorize the mayor to sign the contract on behalf of the City of Bethany.



ADDITIONAL COMMENTS

The Traffic Committee met on January 31, 2023, and recommended council approval of this project. The City Council received a presentation on this project on February 7, 2023.

**COOPERATIVE AGREEMENT BETWEEN
THE CITY OF BETHANY
AND
SOUTHERN NAZARENE UNIVERSITY**

This Agreement is entered into this ___ day of February 2023 by and between the City of Bethany, hereinafter referred to as “City”, and Southern Nazarene University, hereinafter referred to as “SNU”, for removal of on street parking on the north side of S.H. 66, installation of sidewalk and ADA compliant ramps and crossings, and new decorative pedestrian and traffic signals at the intersections of N. Asbury Ave., N. College Ave. and N. Peniel Ave. and S.H. 66 (N.W. 39th Expressway), with the total project extents more specifically from N. Asbury Ave to N. Redmond Ave.

RECITALS

WHEREAS, a portion of S.H. 66 (N.W. 39th Expressway) belonging to the Oklahoma Department of Transportation (O.D.O.T.), and utilized by the public to access property owned by SNU and the City, located from N. Asbury Ave. to N. Redmond Ave., is in need of modifications and repair; and

WHEREAS, An O.D.O.T. construction project will be removing on street parking on the north side of S.H. 66, installing sidewalk and ADA compliant ramps and crossings, and new decorative pedestrian and traffic signals at the intersections of N. Asbury Ave., N. College Ave. and N. Peniel Ave. and S.H. 66 (N.W. 39th Expressway), with the total project extents more specifically from N. Asbury Ave to N. Redmond Ave.

WHEREAS, it is in the mutual interest and benefit of the City and SNU to participate in this O.D.O.T. project, by providing **\$507,401.70 which is 25% of the total estimated construction cost of \$2,029,606.80;** and

WHEREAS, the City agrees to be the local project sponsor for O.D.O.T. and

WHEREAS, the City agrees to provide the local project match at a cost of **\$507,401.70**, and in no event to exceed **\$507,401.70** without further written agreement; and

WHEREAS, SNU agrees to pay the City for their share of the improvements when executing this agreement in the full amount of **\$365,289.22 and provide design services** ; and

WHEREAS, City agrees to pay for their share of the improvements in the full amount of **\$142,112.48** ; and

WHEREAS, O.D.O.T. agrees to provide Construction Administration at no cost to the City and SNU; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

TERMS AND CONDITIONS OF AGREEMENT:

1. **PURPOSE OF AGREEMENT:** The Purpose of this agreement is to permit the City to provide the local match for O.D.O.T. improvements including the removal of on street parking on the north side of S.H. 66 (N.W. 39th Expressway), installing sidewalk and ADA compliant ramps and crossings, and new decorative pedestrian and traffic signals at the intersections of N. Asbury Ave., N. College Ave. and N. Peniel Ave. and S.H. 66 (N.W. 39th Expressway).

2. **DESCRIPTION OF SERVICE:**
 - A. **CITY SHALL:**
 - i. Agree to be the local sponsor and pay the 25% match of the total construction cost to O.D.O.T in an amount not to exceed **FIVE HUNDRED SEVEN THOUSAND FOUR HUNDRED ONE and 70/100 DOLLARS (\$507,401.70)** as outlined in the attached project estimate, of which the City share will be **ONE HUNDRED FORTY TWO THOUSAND ONE HUNDRED TWELVE AND 48/100 DOLLARS (\$142,112.48)**.

 - B. **SNU SHALL:**
 - i. Pay their share of the 25% match of the total construction cost to the City in the amount of **THREE HUNDRED SIXTY FIVE THOUSAND TWO HUNDRED EIGHTY NINE AND 22/100 DOLLARS (\$365,289.22)** and **provide design services** at the time of agreement execution per the attached engineers estimate.

3. **ADMINISTRATION:** O.D.O.T. shall be the project administrator for the project

4. **COMMENCEMENT OF AGREEMENT:** This agreement shall commence on the date of approval by the City Council and continue until project completion.

5. **COMMENCEMENT OF PROJECT:** The project shall commence after the agreement has been fully executed, and based upon the the timing of O.D.O.T. for the letting of this construction contract.

6. **ASSIGNMENT:** The rights and duties under this agreement are not assignable except upon prior written consent of the parties hereto.
7. **THIRD PARTY BENEFICIARIES:** No third-party beneficiaries are created by this agreement and that is in the express intent of the parties hereto.
8. **COMPLETE AGREEMENT:** The parties acknowledge and agree that this Agreement sets out the complete and total agreement between the parties.
9. **CAPTIONS:** The captions, titled, and headings contained herein are for convenience only and shall not control the interpretation of any provision.
10. **INTERPRETATION:** Any word used herein in the singular shall also include the plural, and vice versa, except where a contrary intention plainly appears. The masculine shall also include the feminine and vice versa.
11. **WHOLE AGREEMENT:** This document constitutes the entire agreement, covenants and provisions agreed upon by the parties, and no agent or administrator to this agreement has authority to alter or change the terms hereof, except as provided herein. No party shall be bound by any statement or representation not in conformity with this written agreement.
12. **TERMINATION OF AGREEMENT:** Prior to commencement of the project, either party may terminate this agreement by giving seven days written notice to the other party until such time as the local match has been paid to O.D.O.T. Otherwise, this Agreement shall terminate automatically upon completion of the project.
13. **APPLICABLE LAW:** This Agreement shall be interpreted and governed by the laws of the State of Oklahoma. Pursuant to the applicable law, this Agreement shall be submitted to the City Attorney and City Council for review and approval.

IN WITNESS WHEREOF, the City and SNU has caused this Agreement to be executed as of the dates below:

SNU

Date

SNU General Counsel

Date

Mayor
City of Bethany, OK

Date

ATTEST:

City Clerk

Date

PROJECT: SNU/ODOT SAFETY IMPROVEMENTS PLAN
 LOC.: NW 39TH EXPRESSWAY FROM ASBURY AVE TO DONALD AVE
 CLIENT: CITY OF WARR ACRES & ODOT
 DATE: 12/1/2022



ENGINEER'S ESTIMATE

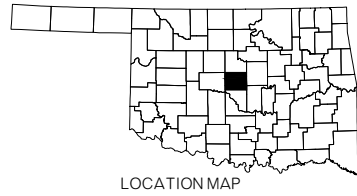
TAB 3: BASE + ALT. #2 (INTERSECTION UPGRADES)

BASE BID - PEDESTRIAN HARDSCAPE IMPROVEMENTS							
ITEM NO.	BID	SPEC. NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID	AMOUNT
1	BASE	202	UNCLASSIFIED BORROW	CY	400.00	\$25.00	\$ 10,000.00
2	BASE	225	AGGREGATE BASE (ODOT TYPE A)	TON	610.00	\$40.00	\$ 24,400.00
3	BASE	304	PORTLAND CEMENT CONCRETE PAVEMENT (CLASS C)	CY	10.00	\$500.00	\$ 5,000.00
4	BASE	305	CURB & GUTTER (8" BARRIER)	LF	2,403.00	\$50.00	\$ 120,150.00
5	BASE	823	4" CONCRETE SIDEWALK	SY	2,262.00	\$70.00	\$ 158,340.00
6	BASE	823	8" CONCRETE SIDEWALK	SY	233.00	\$140.00	\$ 32,820.00
7	BASE	823	6" CONCRETE DRIVEWAY	SY	147.00	\$80.00	\$ 11,760.00
8	BASE	801	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)	LSUM	1.00	\$5,000.00	\$ 5,000.00
9	BASE	802	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LSUM	1.00	\$10,539.00	\$ 10,539.00
10	BASE	810	CLEARING AND GRUBBING	LSUM	1.00	\$15,000.00	\$ 15,000.00
11	BASE	811	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	1.00	\$5,000.00	\$ 5,000.00
12	BASE	812	REMOVAL OF CURB AND GUTTER	LF	2,560.00	\$10.00	\$ 25,800.00
13	BASE	812	REMOVAL OF CONCRETE PAVEMENT	SY	1,700.00	\$15.00	\$ 25,500.00
14	BASE	812	REMOVAL OF SIDEWALK	SY	2,110.00	\$15.00	\$ 31,650.00
15	BASE	814	PAVEMENT CUT AND PERMANENT REPAIR	SY	34.00	\$170.00	\$ 5,780.00
16	BASE	819	ADJUST EXISTING STRUCTURE (MANHOLE)	EA	2.00	\$3,000.00	\$ 6,000.00
17	BASE	819	ADJUST EXISTING STRUCTURE (VALVE)	EA	9.00	\$750.00	\$ 6,750.00
18	BASE	819	ADJUST EXISTING STRUCTURE (METER)	EA	7.00	\$800.00	\$ 5,600.00
19	BASE	819	ADJUST EXISTING STRUCTURE (HYDRANT)	EA	2.00	\$8,000.00	\$ 16,000.00
20	BASE	819	ADJUST EXISTING STRUCTURE (PULLBOX)	EA	4.00	\$1,500.00	\$ 6,000.00
21	BASE	840	SOLID SLAB BODDING	SY	3,000.00	\$5.00	\$ 15,000.00
22	BASE	900	EROSION AND SEDIMENT CONTROL	LSUM	1.00	\$14,000.00	\$ 14,000.00
23	BASE	971	TACTILE WARNING DEVICE	SF	410.00	\$45.00	\$ 18,450.00
						Base Total	\$ 574,139.00

ALTERNATE #2 - INTERSECTION UPGRADES							
<i>New Decorative Pedestrian Poles & New Decorative Traffic Signal Poles</i>							
ITEM NO.	BID	SPEC. NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID	AMOUNT
1	ALT. #2	710	REPLACE SIGNAL CONTROLLER	EA	3.00	\$12,000.00	\$ 36,000.00
2	ALT. #2	711	INSTALL VIDEO DETECTION	EA	3.00	\$80,000.00	\$ 240,000.00
3	ALT. #2	724	DECORATIVE PEDESTRIAN POLES, CONDUIT, CABLING	EA	20.00	\$3,000.00	\$ 60,000.00
4	ALT. #2	723	PEDESTRIAN PUSH BUTTON	EA	24.00	\$2,000.00	\$ 48,000.00
5	ALT. #2	717	PEDESTRIAN SIGNAL HEADS	EA	24.00	\$1,000.00	\$ 24,000.00
6	ALT. #2	725	PEDESTRIAN POLE FOOTINGS	EA	20.00	\$500.00	\$ 10,000.00
7	ALT. #2	714	INTERSECTION CONDUIT, CABLE, PULL BOXES	EA	3.00	\$15,000.00	\$ 45,000.00
8	ALT. #2	724	DECORATIVE SIGNAL POLES	EA	12.00	\$35,000.00	\$ 420,000.00
9	ALT. #2	725	SIGNAL POLE FOOTINGS	EA	12.00	\$4,000.00	\$ 48,000.00
10	ALT. #2	727	LED SIGNAL HEADS	EA	36.00	\$1,200.00	\$ 43,200.00
11	ALT. #2	734	SIGNING AND STRIPING	LSUM	1.00	\$40,000.00	\$ 40,000.00
12	ALT. #2	801	MOBILIZATION	LSUM	1.00	\$103,000.00	\$ 103,000.00
						Alt. #2 Total	\$ 1,117,200.00

BASE + ALTERNATE BID COMPARISON				
BID	DESCRIPTION	SUBTOTAL	20% CONTINGENCY	TOTAL
BASE + ALT. #2	BASE + ALTERNATE #2 - INTERSECTION UPGRADES (New Decorative Ped. & Signal Poles)	\$ 1,891,339.00	\$ 338,267.80	\$ 2,029,606.80

OKLAHOMA DEPARTMENT OF TRANSPORTATION					
FED. ROAD DIST. NO.	STATE	PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
6	OKLA.	----		0001	14
DESCRIPTION		REVISIONS		DATE	



DIVISION IV

APPROX. CENTER OF CONST.
 LATITUDE: 34° 53' 25.85" N
 LONGITUDE: 103° 59' 19.98" W

STATE OF OKLAHOMA
 DEPARTMENT OF TRANSPORTATION

PLAN OF PROPOSED
 CITY STREETS

FEDERAL AID PROJECT NO. STP0-0000(000)AG
 PEDESTRIAN IMPROVEMENT PLANS

CITY OF BETHANY
 OKLAHOMA COUNTY

STATE JOB NO. 12345(01)

INDEX OF SHEETS

NO.	TITLE
0001	TITLE
0002-0005	ADA CURB RAMP DETAILS (001)-(R005)
R001-R003	DEMOLITION-PLAN
R004-R006	ADA SAFETY PLAN
T001-T003	SIGNAL PLAN

THE FOLLOWING STANDARD DRAWINGS WILL BE NEEDED

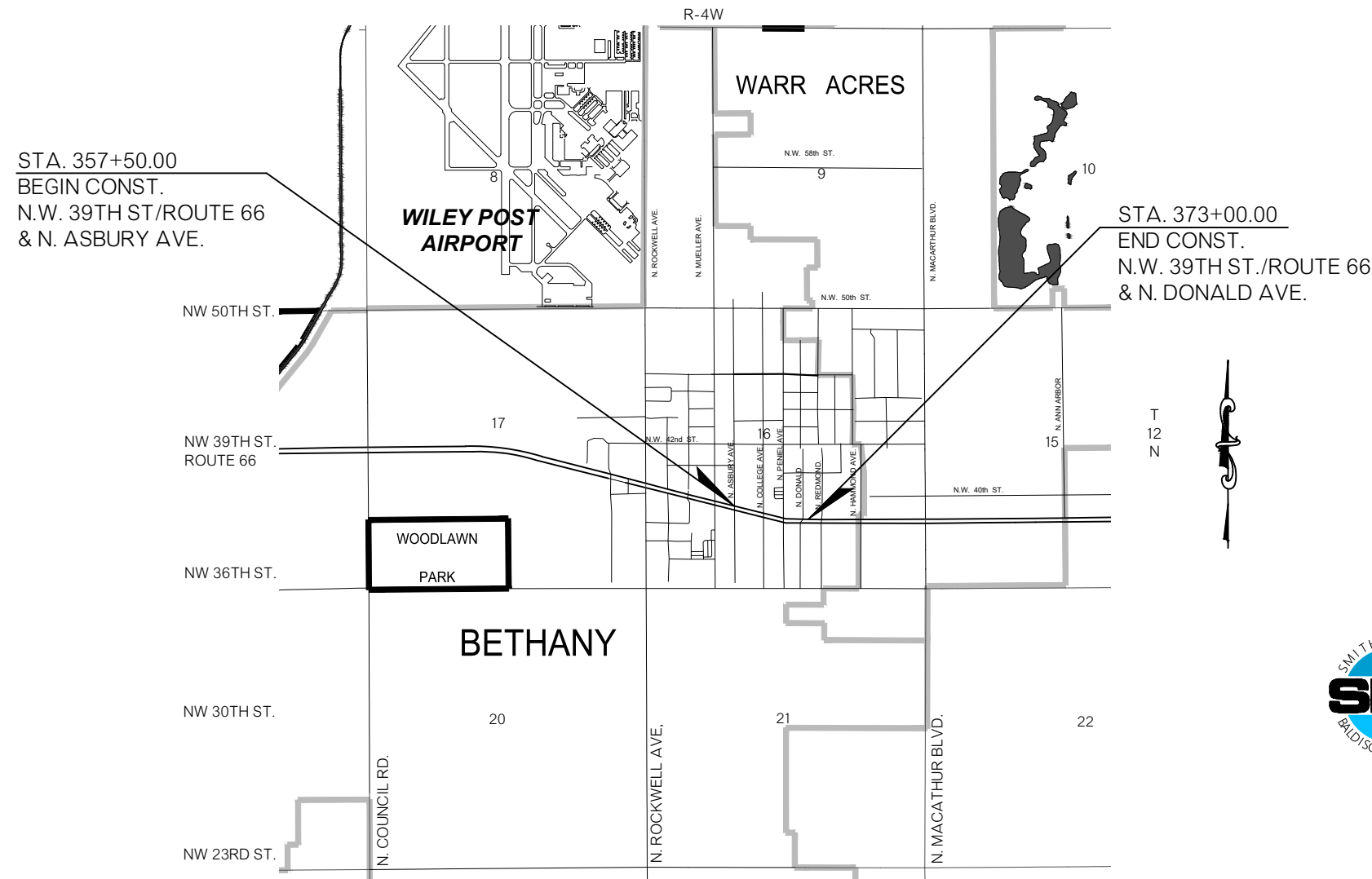
SCALES

PLAN:	1" = 20'
PROFILE HORIZ.:	1" = 20'
VERT.:	1" = 4'
LAYOUT MAP:	1" = 1490'

LEVEL DATA IS MEAN SEA LEVEL (USC&GS)
 BEARINGS ARE FROM OBSERVATION OF POLARIS.

CONVENTIONAL SYMBOLS

- PROPOSED ROAD
- RAILROADS
- RANGE & TOWNSHIP
- SECTION LINES
- QUARTER SECTION LINES
- FENCES
- GROUND LINE
- EXISTING ROADS
- BASE LINE
- GRADE LINES
- TELEPHONE & TELEGRAPH
- POWER LINES
- BUILDINGS
- DRAINAGE STRUCTURES - IN PLACE
- DRAINAGE STRUCTURES - NEW
- RIGHT-OF-WAY LINES - EXISTING
- RIGHT-OF-WAY LINES - NEW
- RIGHT-OF-WAY MARKERS - IN PLACE
- RIGHT-OF-WAY MARKERS - REMOVE & REPLACE
- RIGHT-OF-WAY MARKERS - NEW
- CONTROLLED ACCESS
- RIGHT-OF-WAY FENCE



**30% DESIGN
 NOT FOR CONSTRUCTION**

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT



ENGINEERING SURVEYING PLANNING
 OKLAHOMA CITY
 100 N.E. 5th Street
 Oklahoma City, Oklahoma 73104
 T: 405.840.7094
 F: 405.840.9116
 www.srbok.com
 srbsrbok.com

NORMAN
 2500 McGee Drive,
 Suite 100
 Norman, OK 73072
 T: 405.418.2288
 F: 405.418.2289
 srbsrbok.com

CERTIFICATE OF AUTHORIZATION NO. 3949 EXPIRES JUNE 30, 2023

SUBMITTED FOR APPROVAL BY:

MARC A. LONG
 REGISTERED PROFESSIONAL ENGINEER NO. 17711

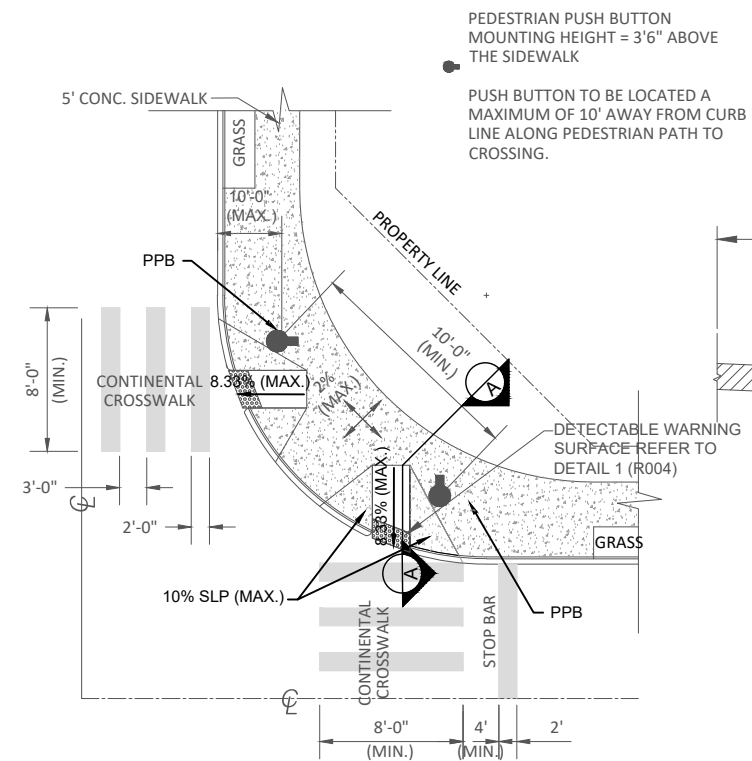


THIS CONST. IS ENTIRELY LOCATED WITHIN THE CORPORATE AND URBAN LIMITS OF THE CITY OF BETHANY.
 NOTE: CONST. LENGTH BASED ON C STATIONING.

SIDEWALK LENGTH	1550.00 FT.	0.294 MI.
BRIDGE LENGTH	NONE	
PROJECT LENGTH		0.294 MI.
EQUATIONS:	NONE	
EXCEPTIONS:	NONE	

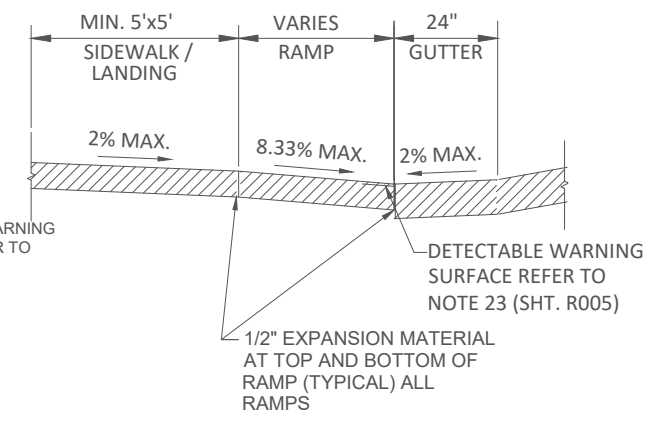
OKLAHOMA DEPARTMENT OF TRANSPORTATION	DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION
DATE APPROVED	DATE APPROVED
BY	BY
CHIEF ENGINEER	DIVISION ADMINISTRATOR
SWO N/A CONST. NO. STP0-0000(000)AG	
COUNTY OKLAHOMA ROADWAY NW 39TH STREET / ROUTE 66	SHEET NO. 0001

Z:\168566\Drawings\168566-TITLE.dwg, Bryan Deason 1/20/2023



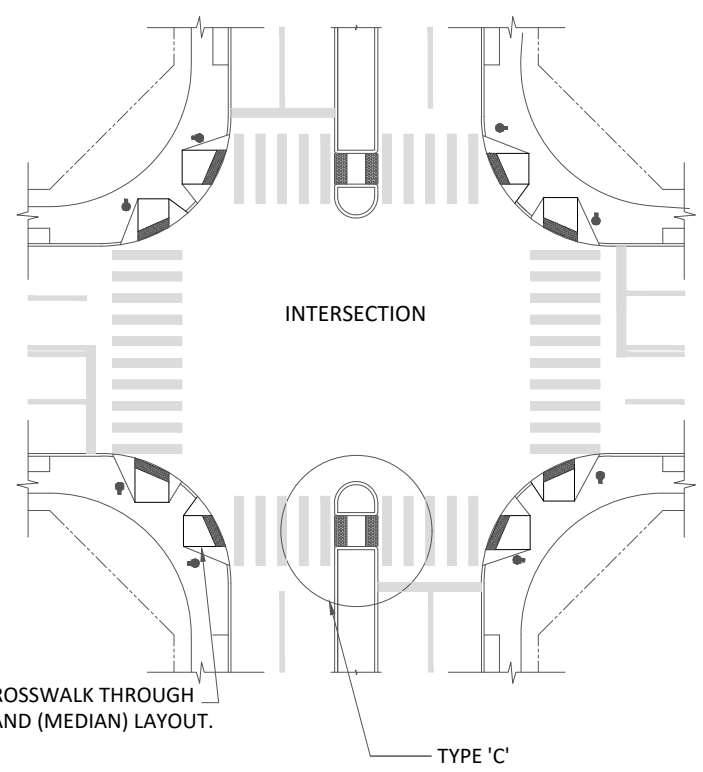
CURB RAMP TYPE "A"

PEDESTRIAN PUSH BUTTON MOUNTING HEIGHT = 3'6" ABOVE THE SIDEWALK
PUSH BUTTON TO BE LOCATED A MAXIMUM OF 10' AWAY FROM CURB LINE ALONG PEDESTRIAN PATH TO CROSSING.



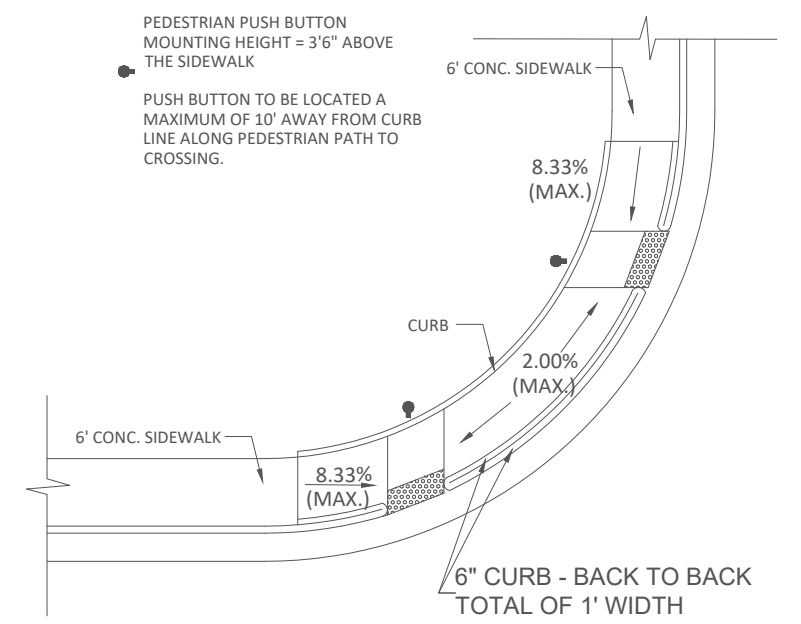
SECTION A-A

REFER TO R005 FOR ADDITIONAL SIDEWALK, GENERAL AND CURB RAMP NOTES FOR ADDITIONAL GUIDANCE



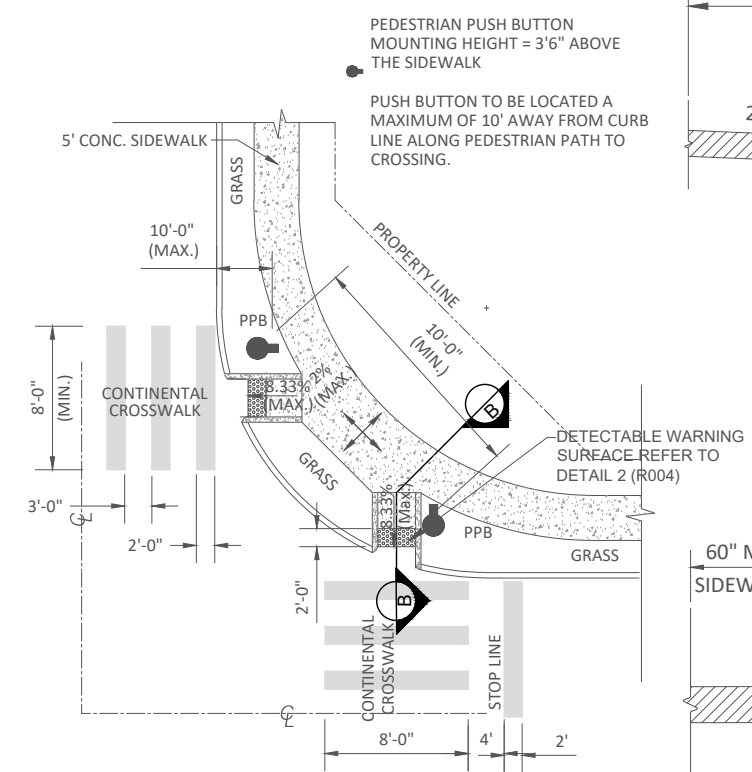
INTERSECTION WITH REFUGE ISLANDS LAYOUT

REFER TO CROSSWALK THROUGH REFUGE ISLAND (MEDIAN) LAYOUT.



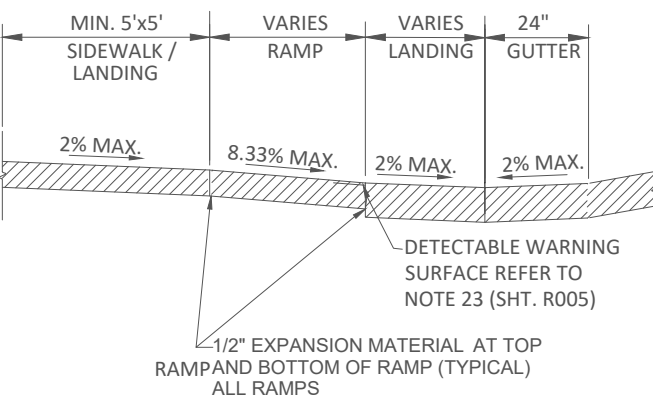
BACK OF CURB RAMP TYPE "G"

PEDESTRIAN PUSH BUTTON MOUNTING HEIGHT = 3'6" ABOVE THE SIDEWALK
PUSH BUTTON TO BE LOCATED A MAXIMUM OF 10' AWAY FROM CURB LINE ALONG PEDESTRIAN PATH TO CROSSING.

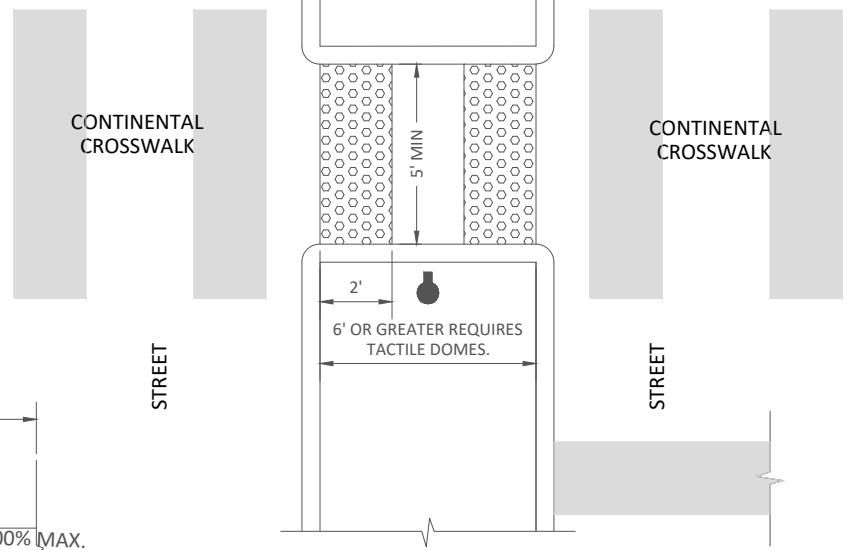


CURB RAMP TYPE "B"

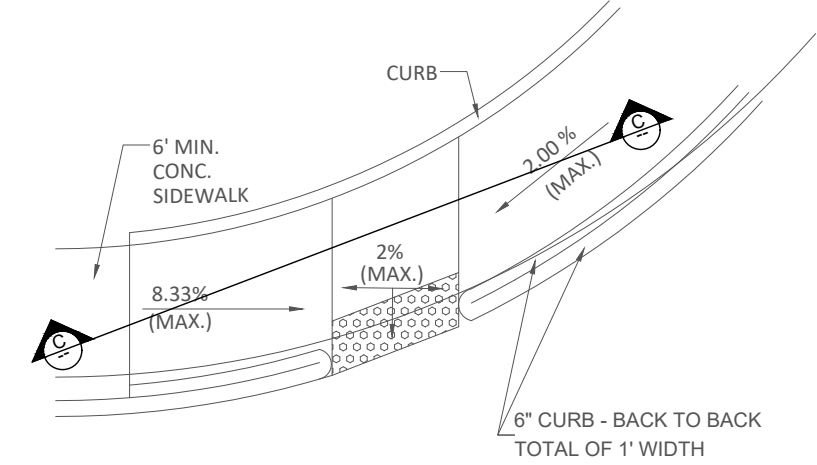
PEDESTRIAN PUSH BUTTON MOUNTING HEIGHT = 3'6" ABOVE THE SIDEWALK
PUSH BUTTON TO BE LOCATED A MAXIMUM OF 10' AWAY FROM CURB LINE ALONG PEDESTRIAN PATH TO CROSSING.



SECTION B-B

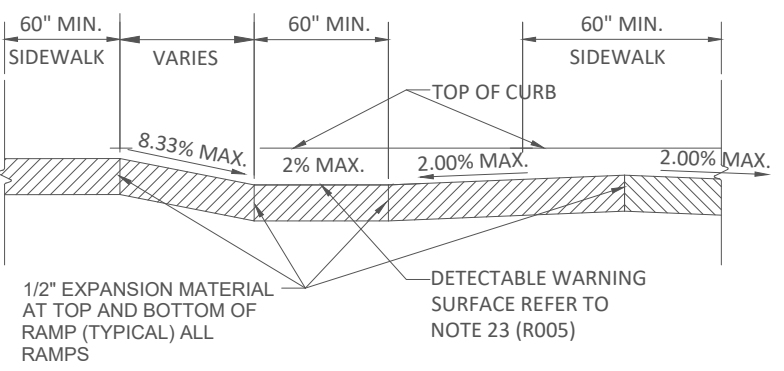


STANDARD CROSSWALK THROUGH MEDIAN LAYOUT TYPE "C"



DETAIL OF TYPE "G" RAMP

(ARTERIAL STREETS)

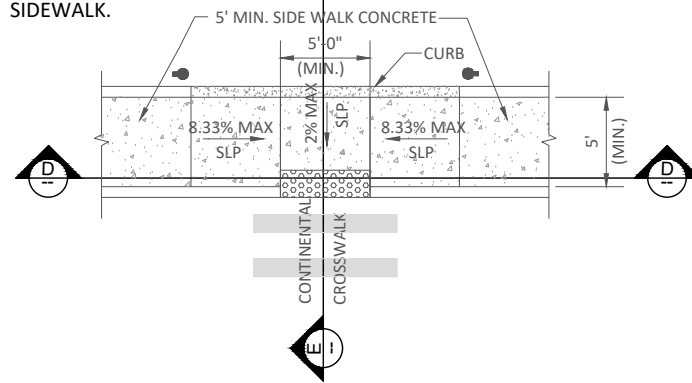


SECTION C-C

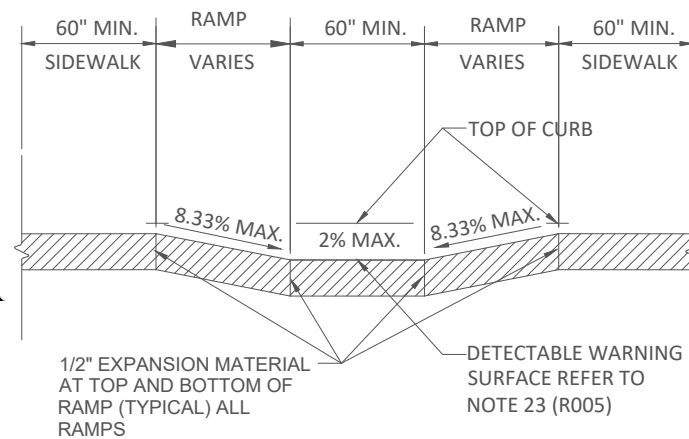
DESIGN	OKLAHOMA DEPARTMENT OF TRANSPORTATION
DRAWN	ADA CURB RAMP DETAILS
CHECKED	
APPROVED	
	ROADWAY NW 39TH STREET / ROUTE 66.
COUNTY OKLAHOMA	STATE JOB NO. _____ SHEET NO. 0002

CURB RAMP SHALL BE USED ON NARROW SIDEWALK OR AT MID BLOCK LOCATIONS WHEN STANDARD CURB RAMP LAY-OUT IS NOT FEASIBLE. THE 6" CURB SHALL BE INSTALLED ALONG THE EDGE OF THE BACK OF SIDEWALK.

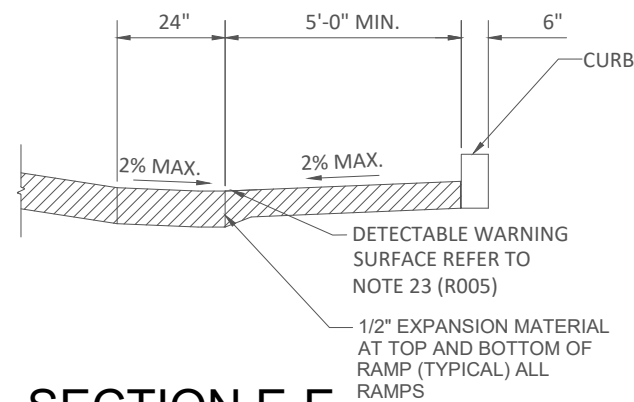
PEDESTRIAN PUSH BUTTON MOUNTING HEIGHT = 3'6" ABOVE THE SIDEWALK
 PUSH BUTTON TO BE LOCATED A MAXIMUM OF 10' AWAY FROM CURB LINE ALONG PEDESTRIAN PATH TO CROSSING.



**PARALLEL CURB RAMP
TYPE "D"**

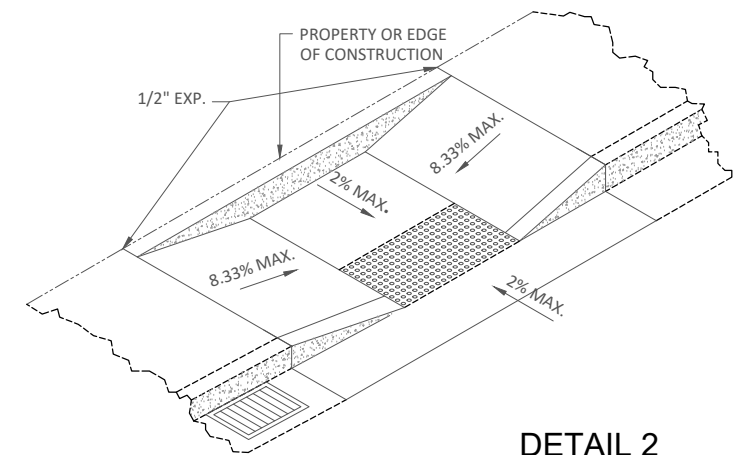


SECTION D-D



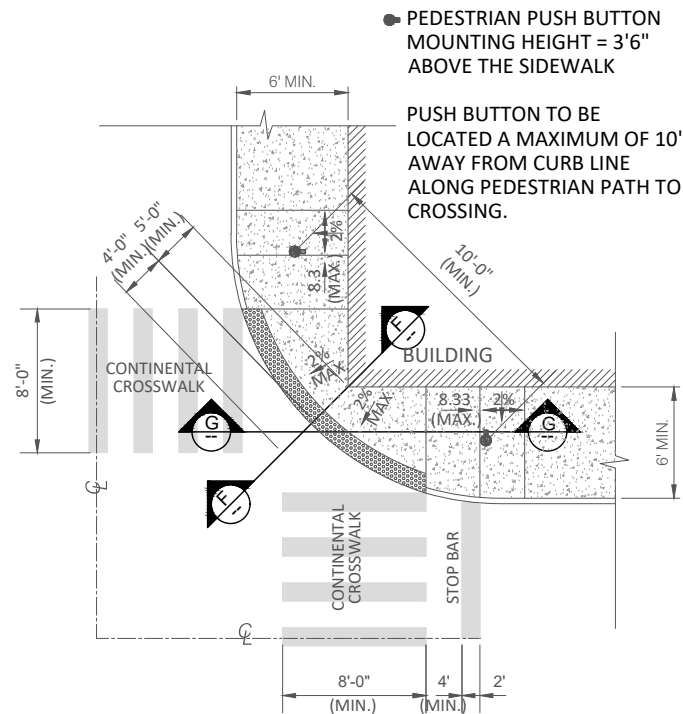
SECTION E-E

SEE DETAI 2 FOR ISOMETRIC VIEW



**DETAIL 2
TYPE D ISOMETRIC**

REFER TO R005 FOR ADDITIONAL SIDEWALK, GENERAL AND CURB RAMP NOTES FOR ADDITIONAL GUIDANCE

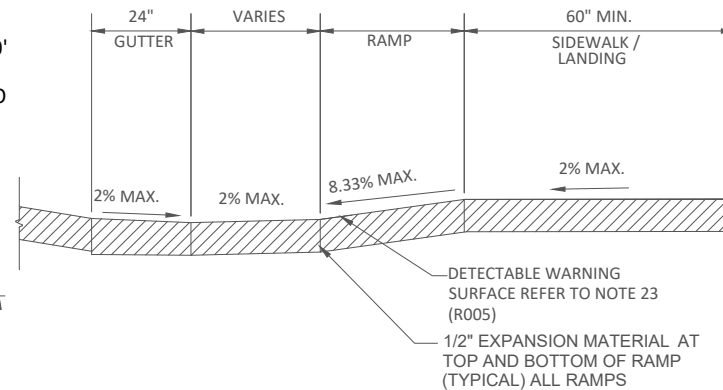


**RADIUS CURB RAMP
TYPE "E"**

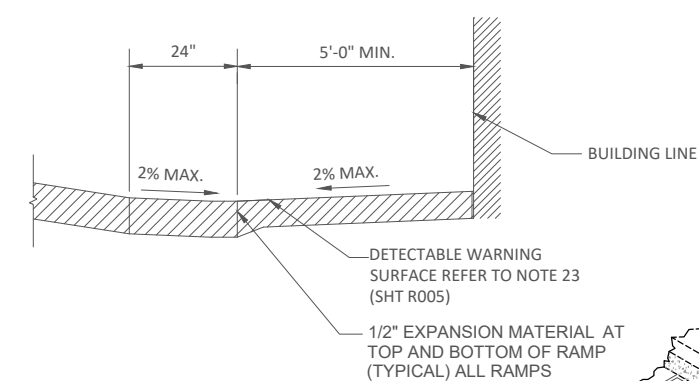
SEE DETAIL 3 FOR ISOMETRIC VIEW

WRITTEN APPROVAL BY THE CITY ENGINEER IS REQUIRED.

PEDESTRIAN PUSH BUTTON MOUNTING HEIGHT = 3'6" ABOVE THE SIDEWALK
 PUSH BUTTON TO BE LOCATED A MAXIMUM OF 10' AWAY FROM CURB LINE ALONG PEDESTRIAN PATH TO CROSSING.

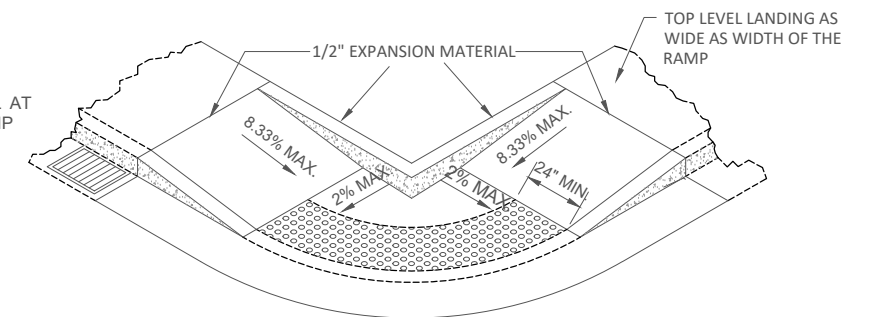


**SECTION G-G
TYPE "E"**



**SECTION F-F
TYPE "E"**

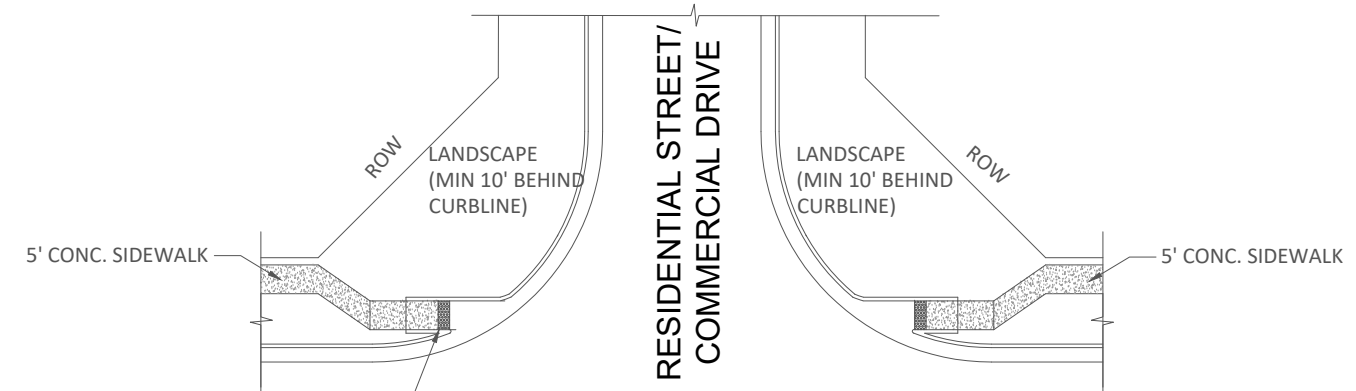
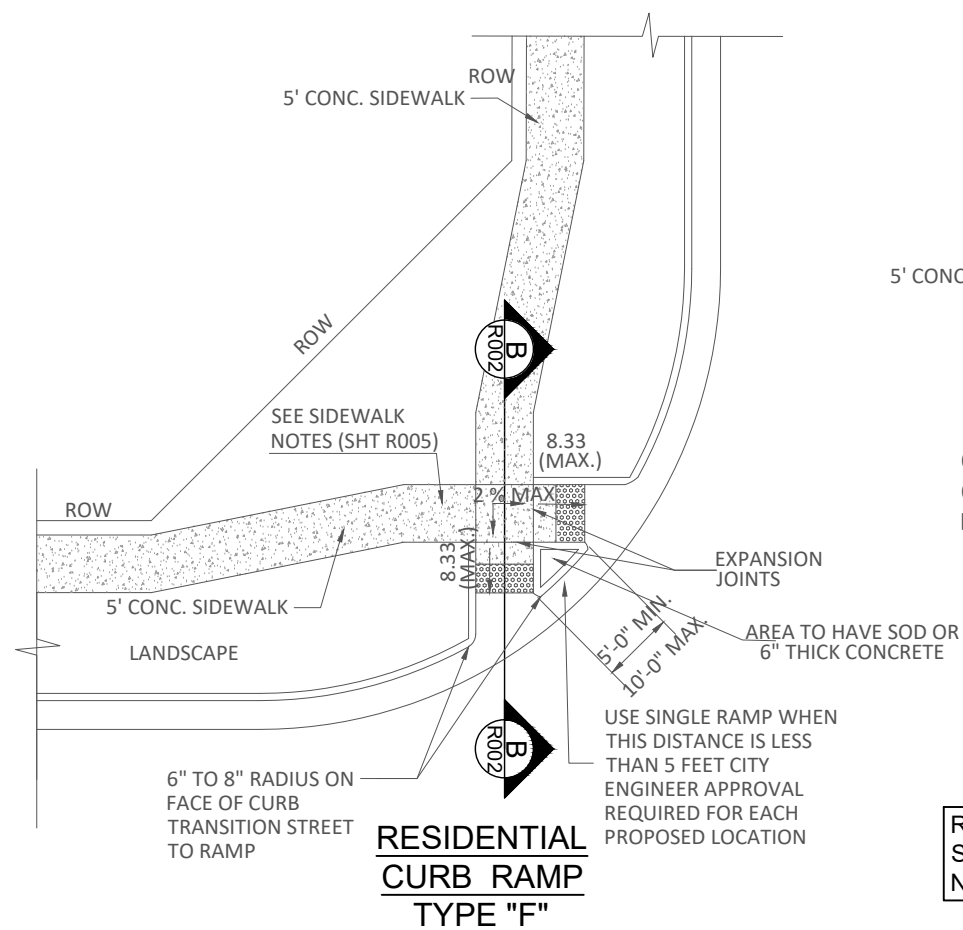
SEE DETAIL 3 FOR ISOMETRIC VIEW



**DETAIL 3
TYPE E ISOMETRIC**

(ARTERIAL STREETS)

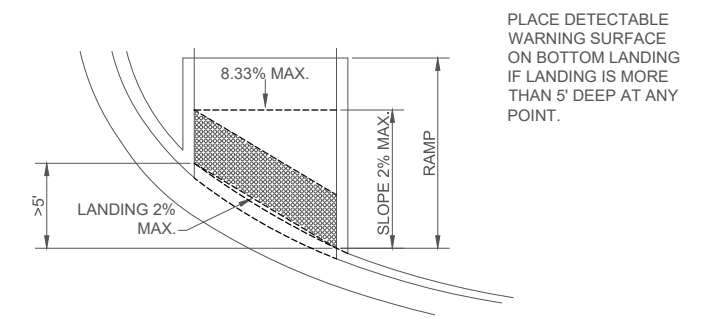
DESIGN	OKLAHOMA DEPARTMENT OF TRANSPORTATION
DRAWN	ADA CURB RAMP DETAILS
CHECKED	
APPROVED	
	ROADWAY <u>NW 39TH STREET / ROUTE 66.</u>
COUNTY <u>OKLAHOMA</u>	STATE JOB NO. _____ SHEET NO. <u>0003</u>



ARTERIAL STREET

ARTERIAL / MINOR STREET RAMPS (OR COMMERCIAL DRIVES)

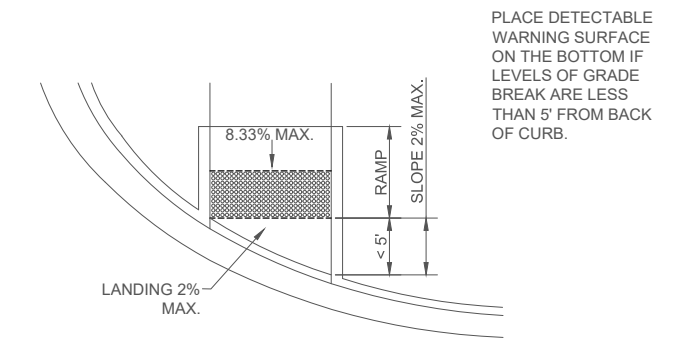
CROSSING TO BE MOVED AS CLOSE AS PRACTICAL TO ARTERIAL ROADWAY



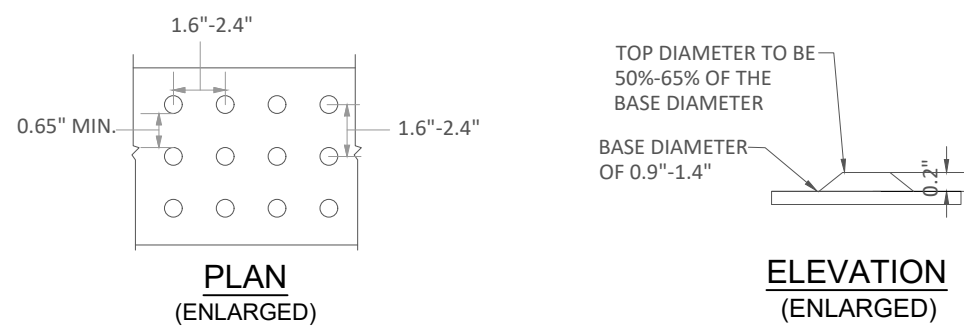
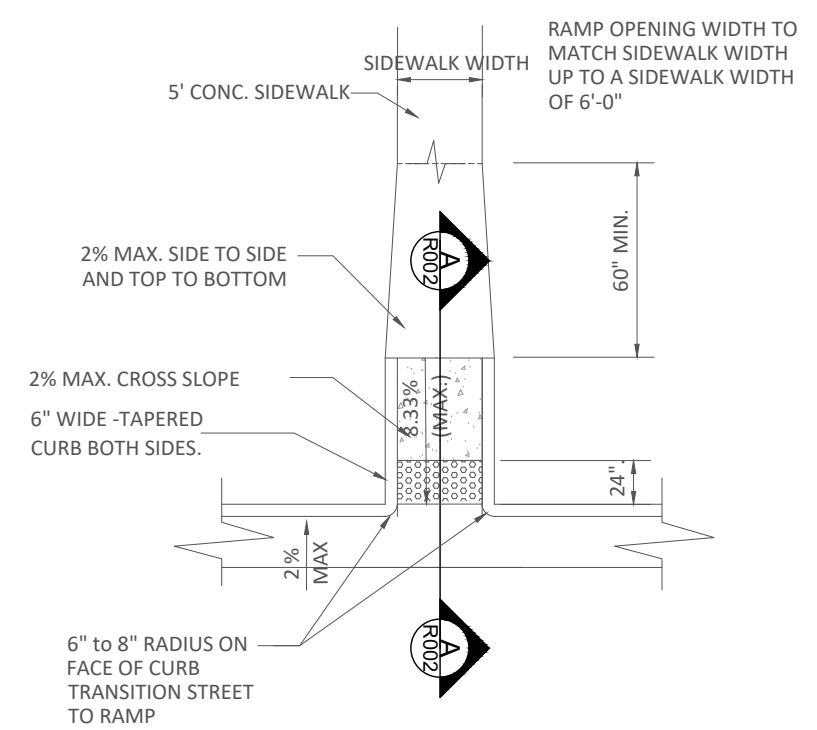
DETAIL 1

REFER TO R005 FOR ADDITIONAL SIDEWALK, GENERAL AND CURB RAMP NOTES FOR ADDITIONAL GUIDANCE

- DETECTABLE WARNING SURFACE SPECIFICATIONS:**
- MUST PROVIDE A VISUAL CONTRAST.
 - RAISED TACTILE SURFACES USED FOR WAY FINDING.
 - DETECTABLE WARNING SURFACE SHALL BE INSTALLED IN A MANNER SUCH THAT THE DOMES ARE PARALLEL TO THE DIRECTION OF PEDESTRIAN TRAVEL.
 - INSTALL THE DETECTABLE WARNING SURFACE BEGINNING AT BACK OF CURB.



DETAIL 2



DETECTABLE WARNING SURFACE PATTERN LAYOUT

(RESIDENTIAL STREETS)
(COMMERCIAL DRIVES)

DESIGN	OKLAHOMA DEPARTMENT OF TRANSPORTATION
DRAWN	
CHECKED	
APPROVED	
ROADWAY NW 39TH STREET / ROUTE 66.	
COUNTY OKLAHOMA	STATE JOB NO. _____ SHEET NO. 0004.

SIDEWALK NOTES :

1. ALL WORK MUST MEET CURRENT AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS.
2. MINIMUM SIDEWALK WIDTH SHALL BE AS FOLLOWS: RESIDENTIAL, 5'-0" AT CURB, 4'-0" AT PROPERTY LINE; COMMERCIAL, 6'-0" AT CURB, 5'-0" AT PROPERTY LINE.
3. SIDEWALK CROSS SLOPE SHALL BE A MAXIMUM OF 2% AND A MINIMUM OF 1/2% .
4. WHENEVER THE WIDTH OF THE SIDEWALK IS LESS THAN 5'-0", A 5' X 5' PASSING AREA WITH A MAXIMUM 2% SLOPE AND A MINIMUM 1/2% SLOPE IN ANY DIRECTION, SHALL BE INSTALLED AT INTERVALS OF 200'.
5. WHENEVER CHANGING DIRECTION IN A SIDEWALK, INSTALL A 5' X 5' PASSING AREA WITH A MAXIMUM 2% SLOPE AND A MINIMUM 1/2% SLOPE IN ANY DIRECTION.
6. OBJECTS SUCH AS TREE BRANCHES, SIGNS, WATER FOUNTAINS, ETC. SHALL NOT PROTRUDE INTO THE SIDEWALK MORE THAN 4" AT THE HEIGHTS BETWEEN 27" AND 80".
7. SIDEWALK SHALL BE CONSTRUCTED OF 4" THICK CONCRETE ON TOP OF 2" OF TRAFFIC BOUND SURFACE COURSE TYPE E, 1.5" CRUSHER RUN, 3/8" ROCK SCREENINGS, 1.5" CLEAN RECYCLED CONCRETE OR APPROVED EQUAL.
8. ALL OBSTRUCTIONS INTO THE WALK, SUCH AS POWER POLES, HYDRANTS, SIGN POSTS, ETC. MUST HAVE AT LEAST 48" OF CLEAR TRAVEL SPACE AROUND THE OBSTRUCTION.
9. SIDEWALK RUNNING GRADE SHALL NOT EXCEED 5% UNLESS THE SIDEWALK IS CONTAINED IN THE R-O-W AND THEN CANNOT EXCEED THE GENERAL GRADE ESTABLISHED FOR THE ADJACENT STREET.

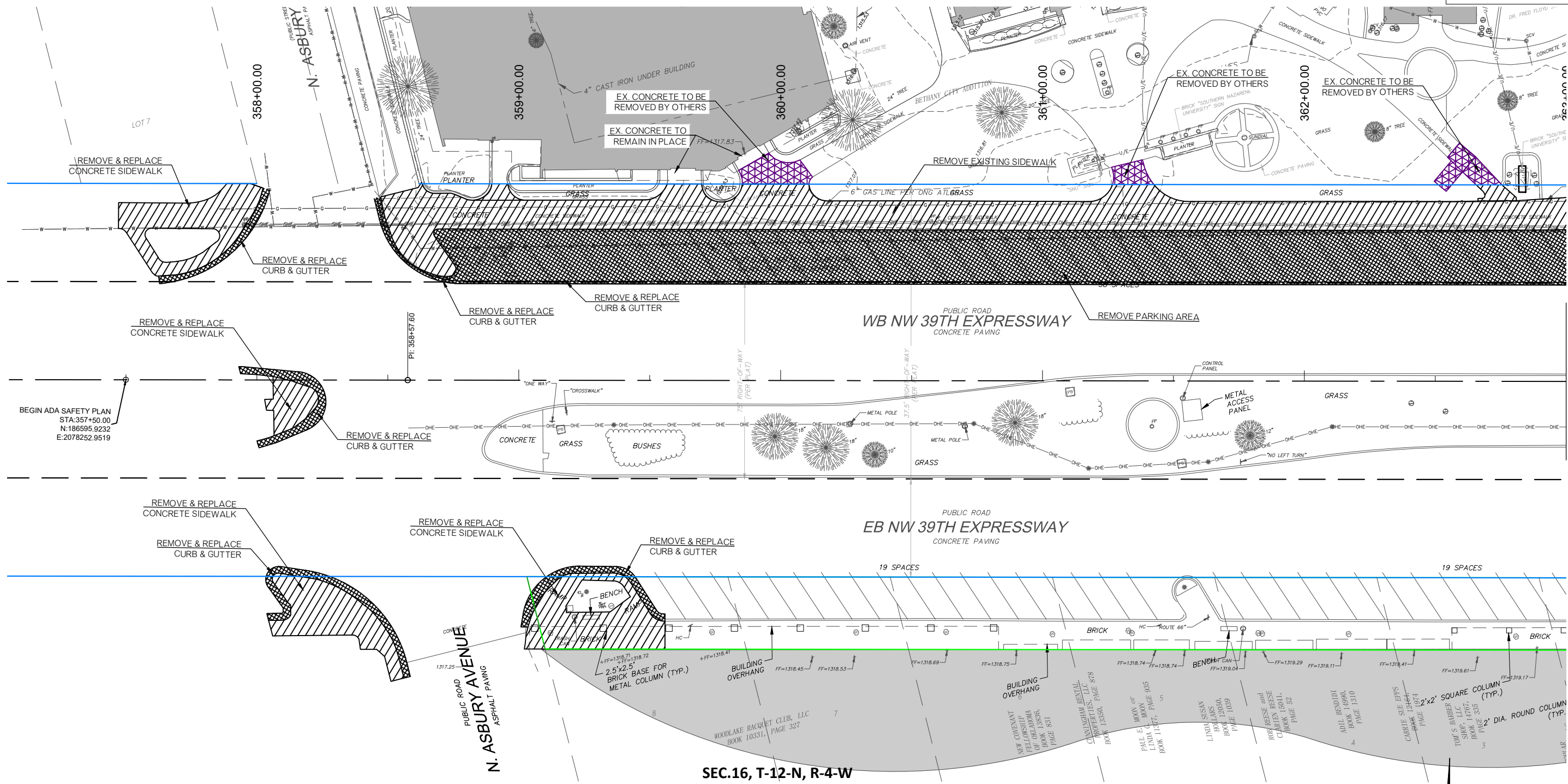
GENERAL NOTES :

10. ANY DEVIATION FROM THE STANDARD CURB-RAMP PLANS SHALL BE APPROVED BY THE CITY ENGINEER OR HIS DESIGNEE ON A CASE BY CASE BASIS.
11. THE STANDARD CURB-RAMP DRAWINGS SUPERSEDE ALL PREVIOUS DRAWINGS AND SHALL BE A PART OF THE NEW CURB RAMP STANDARD DRAWINGS.
12. ALL ALTERNATE RAMPS SHALL BE APPROVED BY THE CITY ENGINEER OR HIS DESIGNEE PRIOR TO CONSTRUCTION.
13. SEAL ALL JOINTS ON SIDEWALKS, LANDINGS AND RAMPS. WIDTH OF EXPANSION JOINT SHALL BE 1/2".
14. WHERE FEASIBLE, RAMPS SHALL ALIGN IN SUCH A WAY THAT THE PEDESTRIAN TRAVEL PATH SHALL PROVIDE A DIRECT PATH TO CORRESPONDING RAMP. RAMPS THAT REQUIRE PEDESTRIANS TO CHANGE DIRECTION OF TRAVEL IN THE STREET OR DRIVEWAY SHALL REQUIRE CITY ENGINEER APPROVAL.

CURB RAMP NOTES :

15. A CURB RAMP IS DEFINED AS THE ENTIRE CONCRETE SURFACE WHICH INCLUDES THE RAMP AND FLARED SIDES. THE MINIMUM 4' WIDE CENTER PORTION, INCLUDING THE DETECTABLE WARNING SURFACE (IF REQUIRED), SHALL HAVE A SLOPED PLANE OF 8.33% (1:12) MAXIMUM, AND CROSS SLOPE, NOT TO EXCEED 2%. THE "FLARED SIDE" OF THE RAMP SHALL LIE ON A SLOPE OF 10% (1:10) MAXIMUM MEASURED ALONG THE CURB. THE CURB RAMP SHALL HAVE A SURFACE TOLERANCE OF 1/4" PER 10 FOOT STRAIGHT EDGE MAXIMUM.
16. THE RAMP CENTER LINE AND PATH OF TRAVEL SHOULD BE PARALLEL TO THE SIDEWALK WHENEVER POSSIBLE. THE FULL WIDTH OF THE RAMP SHALL LIE WITHIN THE CROSSWALK AREA. IT IS DESIRABLE THAT THE LOCATION OF THE RAMP BE AS CLOSE AS POSSIBLE TO THE CENTER OF THE CROSSWALK.
17. CURB RAMPS SHALL NOT EXCEED 15' IN LENGTH UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER OR HIS DESIGNEE.
18. EXISTING UTILITY BOXES AND COVERS SHALL BE ADJUSTED FLUSH WITH THE CURB RAMP SURFACE AND SHALL NOT STRADDLE ANY CHANGE IN PLANE OR MATERIAL. EXISTING UTILITY BOX FRAMES AND COVERS SHALL HAVE MATCHING SURFACE FINISH ON THE ENTIRE FRAME AND COVER. NEW UTILITY BOXES SHALL NOT BE PLACED WITHIN THE ACCESSIBLE PATHWAY.
19. THE SURFACE OF THE CURB RAMP AND DETECTABLE WARNING SURFACE MATERIAL SHALL BE STABLE, FIRM AND SLIP RESISTANT. THE CONCRETE CURB RAMP SURFACE SHALL BE BROOM FINISHED TRANSVERSE TO THE AXIS OF THE RAMP AND SHALL BE SLIGHTLY ROUGHER THAN THE FINISH OF THE ADJACENT SIDEWALK SURFACE.
20. A LEVEL LANDING 5'-0" DEEP, WITH A 2% MAXIMUM SLOPE IN EACH DIRECTION SHALL BE PROVIDED AT THE UPPER END OF EACH CURB RAMP TO ALLOW SAFE EGRESS FROM THE RAMP SURFACES. THE WIDTH OF THE LEVEL LANDING SHALL BE AT LEAST AS WIDE AS THE WIDTH OF THE RAMP. A LEVEL LANDING OF A MINIMUM OF 30" WIDE X48" DEEP SHALL BE PROVIDED AT PEDESTRIAN PUSH BUTTONS AT SIGNALIZED CROSSINGS.
21. EXISTING VERTICAL UTILITY POLES OR STREET LIGHT POLES MAY BE INCORPORATED INTO THE FLARED SIDES, IF NECESSARY. THE VERTICAL OBSTRUCTION SHALL BE A MINIMUM OF 6"AWAY FROM EDGE OF THE RAMP. PEDESTRIAN CROSSWALKS PUSH BUTTON POLES, FIRE DEPARTMENT CALL BOXES AND OTHER POLES WITH ACTIVATED DEVICES, MAY NOT BE PLACED IN THE CURB-RAMP AT ANY TIME. NO NEW VERTICAL OBSTRUCTIONS MAY BE LOCATED IN THE CURB RAMP OR THE ACCESSIBLE PATHWAY.
22. RAMP OPENING SHALL BE THE SAME WIDTH AS THE SIDEWALK UP TO 6'-0" WIDE.
23. CURB RAMP SHALL BE CONSTRUCTED WITH 8" THICK CONCRETE AT COLLECTOR AND ARTERIAL STREETS; AND WITH 6" THICK CONCRETE AT RESIDENTIAL STREETS. ALL ON TOP OF 2" OF TRAFFIC BOUND SURFACE COURSE TYPE E, 1.5"CRUSHER RUN, 3/8" ROCK SCREENINGS, 1.5" RECYCLED CONCRETE OR APPROVED EQUAL. THE 6" THICK CONCRETE WILL EXTEND THE MAXIMUM LENGTH OF 6'-8" FROM THE FACE OF CURB AND THE 8" THICK CONCRETE WILL EXTEND THE MAXIMUM LENGTH OF 8'-8" FROM THE FACE OF CURB. THE REMAINDER OF THE RAMP WILL BE CONSTRUCTED OF 4" THICK CONCRETE AND PAID AS SIDEWALK. ALL LANDINGS AND INCIDENTAL CONNECTIONS WILL BE PAID AS SIDEWALK AND WILL BE CONSTRUCTED OF 4" THICK CONCRETE. A 6" CONCRETE CURB WILL BE CONSTRUCTED ON EACH SIDE OF THE RAMP WHERE 1:10 CONCRETE SLOPES ARE NOT USED.
24. FOR NEW CONSTRUCTION ALL DETECTABLE WARNING SURFACES ARE TO BE SET IN CONCRETE. SURFACE APPLIED DOMES REQUIRE SPECIAL WRITTEN APPROVAL BY THE CITY ENGINEER OR HIS DESIGNEE.
25. ANY CONCRETE POURED TO ACHIEVE PROPER RAMPS WILL BE PAID AS SY OF SIDEWALK.

DESIGN		OKLAHOMA DEPARTMENT OF TRANSPORTATION ADA CURB RAMP DETAILS
DRAWN		
CHECKED		
APPROVED		
		ROADWAY <u>NW 39TH STREET / ROUTE 66.</u>
COUNTY	<u>OKLAHOMA</u>	STATE JOB NO. _____ SHEET NO. <u>0005</u>



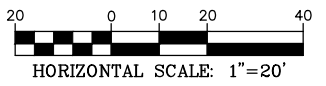
SURVEY LEGEND

<ul style="list-style-type: none"> ⊖ AIR CONDITIONER ⊖ AREA DRAIN OR CATCH BASIN ⊖ ALPHA BOX ⊖ AUTO SPRINKLER ⊖ PROP. MON. ⊖ BUSH ⊖ CLEAN OUT ⊖ DOWN SPOUT ⊖ ELECTRIC METER 	<ul style="list-style-type: none"> ⊖ ELECTRIC MANHOLE ⊖ ELECTRIC MARKER ⊖ ELECTRIC UTILITY RISER ⊖ ELECTRIC UTILITY TRANSFORMER ⊖ FIRE HYDRANT ⊖ FRENCH DRAIN ⊖ FIRE VALVE ⊖ DOWN SPOUT ⊖ GAS METER 	<ul style="list-style-type: none"> ⊖ MISC. MARKER ⊖ PIER ⊖ PULLBOX ⊖ PARKING METER ⊖ POWER POLE ⊖ QUARTER CORNER EAST-WEST ⊖ QUARTER CORNER NORTH-SOUTH ⊖ REFERENCE POINT ⊖ SECTION CORNER 	<ul style="list-style-type: none"> ⊖ SPRINKLER CONTROL VALVE ⊖ SANITARY SEWER LIFT STATION ⊖ SIGN ⊖ SANITARY SEWER MANHOLE ⊖ SEPTIC TANK ⊖ STORM SEWER MANHOLE ⊖ TRAFFIC CONTROL BOX ⊖ TELEPHONE MANHOLE ⊖ TELEPHONE MARKER ⊖ TELEPHONE PEDESTAL 	<ul style="list-style-type: none"> ⊖ TREE - TREE ⊖ TRAFFIC SIGNAL LIGHT ⊖ TV MANHOLE ⊖ TV MARKER ⊖ TV PEDESTAL ⊖ VENT ⊖ ROUND WATER METER ⊖ WATER MARKER ⊖ WATER METER PIT 	<ul style="list-style-type: none"> ⊖ WATER MANHOLE ⊖ SQUARE WATER METER ⊖ WATER SHUTOFF (SPHOOT) ⊖ WATER VALVE ⊖ WATER WELL ⊖ YARD LIGHT ⊖ BM #1 ⊖ EL=XX.XX'
<ul style="list-style-type: none"> — F/O — UNDERGROUND FIBER OPTIC — U-TV — UNDERGROUND TELEVISION — TOE OF BANK 	<ul style="list-style-type: none"> — G — UNDERGROUND GAS — U/E — UNDERGROUND ELECTRIC — TOP OF BANK — O/PL — OVERHEAD PIPE LINE 	<ul style="list-style-type: none"> — STS — UNDERGROUND STORM SEWER — W — UNDERGROUND WATER — CHAINLINK FENCE — O/TEL — OVERHEAD TELEPHONE 	<ul style="list-style-type: none"> — SS — UNDERGROUND SANITARY SEWER — C/W — UNDERGROUND CHILLED WATER — STOCKADE FENCE — O/TV — OVERHEAD TELEVISION 	<ul style="list-style-type: none"> — TUG — UNDERGROUND TELEPHONE — OHE — OVERHEAD ELECTRIC — X — BARBED WIRE FENCE 	<ul style="list-style-type: none"> — TUG — UNDERGROUND TELEPHONE — OHE — OVERHEAD ELECTRIC — X — BARBED WIRE FENCE

UTILITY STATEMENT:
 THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR & ENGINEER MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR & ENGINEER FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR & ENGINEER HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CONTRACTOR IS RESPONSIBLE IN VERIFYING LOCATION OF UTILITIES.

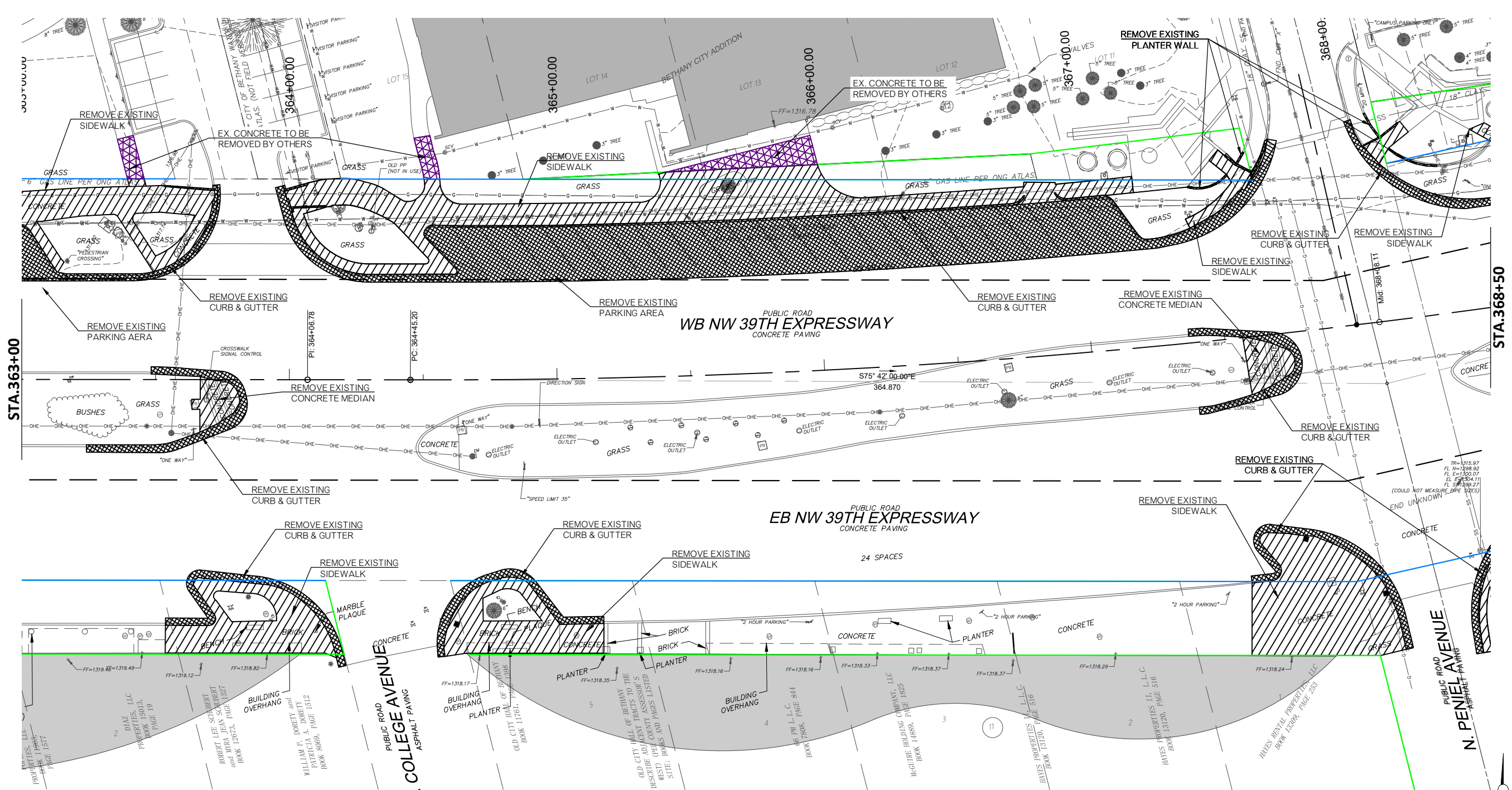
DEMOLITION LEGEND

	REMOVE PAVEMENT		WORK TO BE COMPLETED BY OTHERS
	REMOVE PAVEMENT		STATE OF OKLAHOMA EASEMENT BOOK 1974 PG 579
	REMOVE CURB & GUTTER		OKLAHOMA DEPARTMENT OF TRANSPORTATION RW
	REMOVE EXISTING FIXTURES		
	REMOVE PLANT		
	REMOVE CURB/WALL		



**30% DESIGN
 NOT FOR CONSTRUCTION**

DESIGN	OKLAHOMA DEPARTMENT OF TRANSPORTATION
DRAWN	DEMOLITION-PLAN
CHECKED	
APPROVED	
ROADWAY NW 39TH STREET / ROUTE 66.	
COUNTY OKLAHOMA	STATE JOB NO. _____ SHEET NO. R001



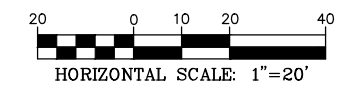
SURVEY LEGEND

AC - AIR CONDITIONER	EM - ELECTRIC MANHOLE	GM - GAS MARKER	MS - MISC. MARKER	SCV - SPRINKLER CONTROL VALVE	Tree - TREE	WM - WATER MANHOLE
AD - AREA DRAIN OR CATCH BASIN	EM - ELECTRIC MARKER	GP - GUARD POST	PI - PIER	SL - SANITARY SEWER LIFT STATION	Tree - TREE	W - WATER METER
AB - ALPHA BOX	ER - ELECTRIC RISER	GT - GREASE TRAP	PO - PULLBOX	S - SIGN	TL - TRAFFIC SIGNAL LIGHT (SPIGOT)	WS - WATER SHUTOFF
AS - AUTO SPRINKLER	ET - ELECTRIC UTILITY TRANSFORMER	GV - GAS VALVE	PM - PARKING METER	TR-XXX' - TR-XXX' MANHOLE	TM - TV MANHOLE	WV - WATER VALVE
AV - AIR VENT	FD - FRENCH DRAIN	HC - HC SIGN	PO - POWER POLE	ST - SEPTIC TANK	TV - TV MARKER	W - WATER WELL
PM - PROP. MON.	FH - FIRE HYDRANT	HC - HC PARKING	PO - POWER POLE WITH SERVICE	ST - STORM SEWER MANHOLE	TP - TV PEDESTAL	YL - YARD LIGHT
B - BUSH	FP - FLAG POLE	IN - INLET	QC - QUARTER CORNER EAST-WEST	TC - TRAFFIC CONTROL BOX	VM - VENT	BM #1 EL=XX.XX'
AO - ALUM OUT	FW - FIRE VALVE	IP - INLET	QC - QUARTER CORNER NORTH-SOUTH	TM - TELEPHONE MANHOLE	RW - ROUND WATER METER	
DS - DOWN SPOUT	GA - GUY ANCHOR	MP - MAIL BOX	RP - REFERENCE POINT	TM - TELEPHONE MARKER	W - WATER MARKER	
EM - ELECTRIC METER	GM - GAS METER	MW - MONITORING WELL	SC - SECTION CORNER	TP - TELEPHONE PEDESTAL	W - WATER METER PIT	
F/O - UNDERGROUND FIBER OPTIC	G - UNDERGROUND GAS	SS - UNDERGROUND STORM SEWER	SS - UNDERGROUND SANITARY SEWER	SS - UNDERGROUND SANITARY SEWER	W - WATER	
U/V - UNDERGROUND TELEVISION	U/E - UNDERGROUND ELECTRIC	W - UNDERGROUND WATER	C/W - UNDERGROUND CHILLED WATER	OHE - OVERHEAD ELECTRIC	W - WATER	
TOE OF BANK	TOP OF BANK	CHAINLINK FENCE	STOCKADE FENCE	TUG - TUG	HEDGE	
	O/PL - OVERHEAD PIPE LINE	O/TEL - OVERHEAD TELEPHONE	O/TV - OVERHEAD TELEVISION		TREELINE	

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DEMOLITION LEGEND

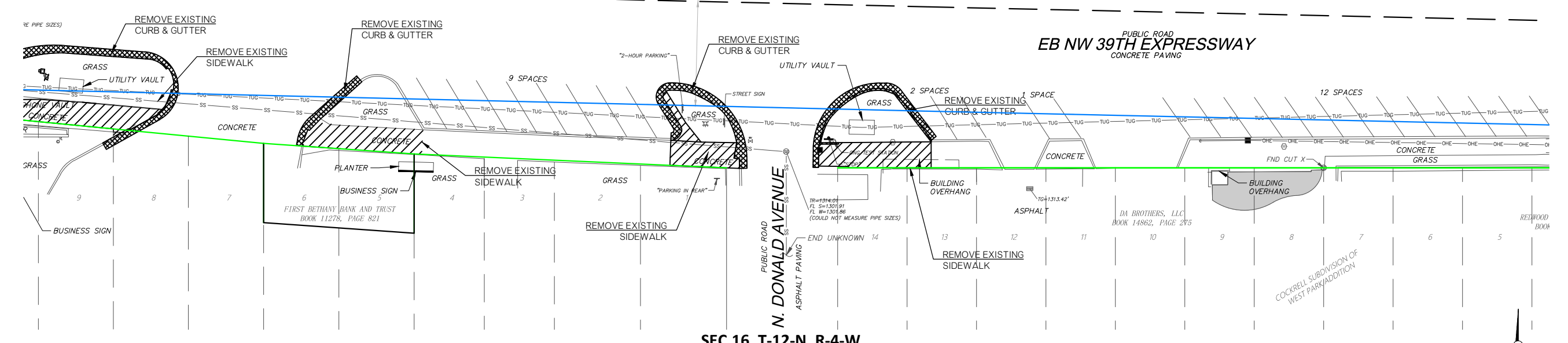
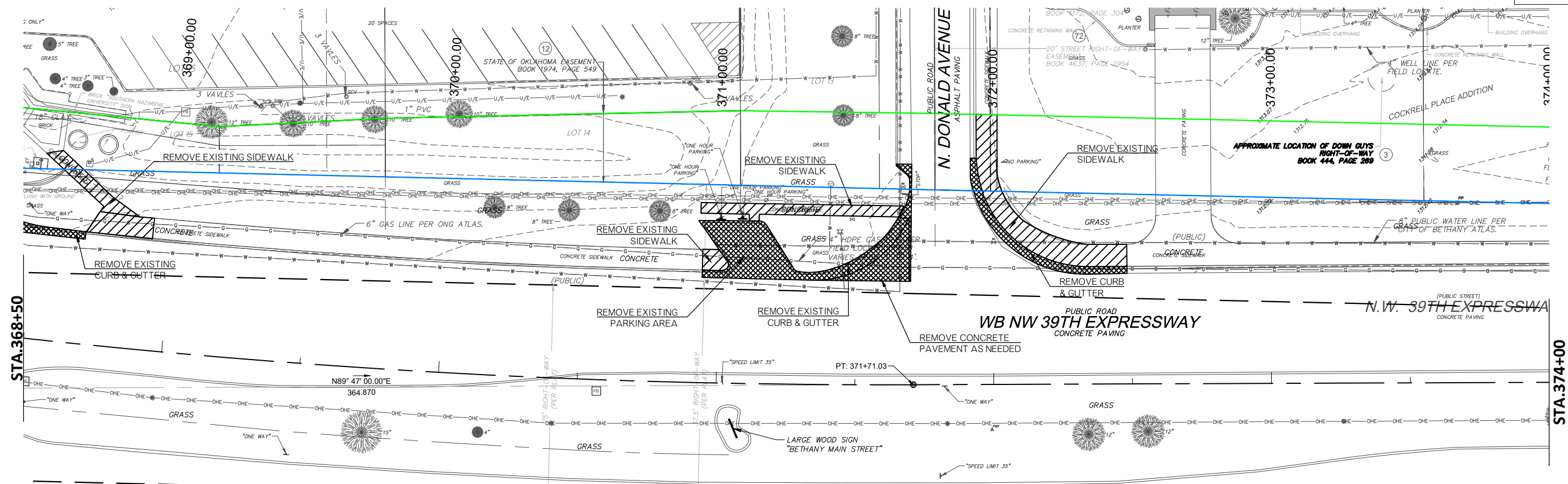
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	REMOVE SIDEWALK		STATE OF OKLAHOMA EASEMENT BOOK 1974 PG 579
	REMOVE PAVEMENT		OKLAHOMA DEPARTMENT OF TRANSPORTATION R/W
	REMOVE PLANT		
	REMOVE CURB/WALL		



SEC.16, T-12-N, R-4-W

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DESIGN	OKLAHOMA DEPARTMENT OF TRANSPORTATION
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CHECKED	
APPROVED	
COUNTY OKLAHOMA	STATE JOB NO. _____ SHEET NO. R002



SURVEY LEGEND

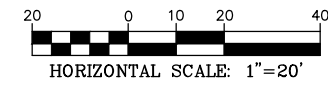
AC - AIR CONDITIONER	EM - ELECTRIC MANHOLE	GM - GAS MARKER	MS - MISC. MARKER	SCV - SPRINKLER CONTROL VALVE	TR - TREE	WM - WATER MANHOLE
AD - AREA DRAIN OR CATCH BASIN	EM - ELECTRIC MARKER	GP - GREASE TRAP	PI - PIER	SS - SANITARY SEWER LIFT STATION	TR - TREE	SWM - SQUARE WATER METER
AL - ALPHA BOX	EP - ELECTRIC UTILITY RISER	GV - GAS VALVE	PO - PULLBOX	ST - SIGN	TR - TRAFFIC SIGNAL LIGHT (SPOOT)	WSS - WATER SHUTOFF (SPHOOT)
AS - AUTO SPRINKLER TRANSFORMER	EU - ELECTRIC UTILITY TRANSFORMER	HS - HC SIGN	PM - PARKING METER	TR-XXX - TR-XXX	TM - TV MANHOLE	WV - WATER VALVE
AV - AIR VENT	FD - FRENCH DRAIN	HP - HC SIGN	PT - POWER POLE WITH SERVICE	TR-XXX - TR-XXX	TM - TV MARKER	WV - WATER WELL
PM - PROP. MON.	FH - FIRE HYDRANT	HP - HC SIGN	PP - POWER POLE WITH SERVICE	TR-XXX - TR-XXX	TP - TV PEDestal	YL - YARD LIGHT
B - BUSH	FP - FLAG POLE	HP - HC SIGN	PP - POWER POLE WITH SERVICE	TR-XXX - TR-XXX	TP - TV PEDestal	EL - EL-XX-XX
CO - CLEAN OUT	FR - FIRE VALVE	HP - HC SIGN	PP - POWER POLE WITH SERVICE	TR-XXX - TR-XXX	TP - TV PEDestal	EL - EL-XX-XX
DS - DOWN SPOUT	GA - GUY ANCHOR	HP - HC SIGN	PP - POWER POLE WITH SERVICE	TR-XXX - TR-XXX	TP - TV PEDestal	EL - EL-XX-XX
EM - ELECTRIC METER	GM - GAS METER	HP - HC SIGN	PP - POWER POLE WITH SERVICE	TR-XXX - TR-XXX	TP - TV PEDestal	EL - EL-XX-XX
FO - UNDERGROUND FIBER OPTIC	G - UNDERGROUND GAS	HP - HC SIGN	PP - POWER POLE WITH SERVICE	TR-XXX - TR-XXX	TP - TV PEDestal	EL - EL-XX-XX
U-TV - UNDERGROUND TELEVISION	U/E - UNDERGROUND ELECTRIC	HP - HC SIGN	PP - POWER POLE WITH SERVICE	TR-XXX - TR-XXX	TP - TV PEDestal	EL - EL-XX-XX
TOE OF BANK	TOP OF BANK	HP - HC SIGN	PP - POWER POLE WITH SERVICE	TR-XXX - TR-XXX	TP - TV PEDestal	EL - EL-XX-XX
O/PL - OVERHEAD PIPE LINE	O/TEL - OVERHEAD TELEPHONE	HP - HC SIGN	PP - POWER POLE WITH SERVICE	TR-XXX - TR-XXX	TP - TV PEDestal	EL - EL-XX-XX
STS - UNDERGROUND STORM SEWER	W - UNDERGROUND WATER	HP - HC SIGN	PP - POWER POLE WITH SERVICE	TR-XXX - TR-XXX	TP - TV PEDestal	EL - EL-XX-XX
SS - UNDERGROUND SANITARY SEWER	C/W - UNDERGROUND CHILLED WATER	HP - HC SIGN	PP - POWER POLE WITH SERVICE	TR-XXX - TR-XXX	TP - TV PEDestal	EL - EL-XX-XX
OHE - OVERHEAD ELECTRIC	STOCKADE FENCE	HP - HC SIGN	PP - POWER POLE WITH SERVICE	TR-XXX - TR-XXX	TP - TV PEDestal	EL - EL-XX-XX
X - BARBED WIRE FENCE	O-TV - OVERHEAD TELEVISION	HP - HC SIGN	PP - POWER POLE WITH SERVICE	TR-XXX - TR-XXX	TP - TV PEDestal	EL - EL-XX-XX

UTILITY STATEMENT:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR & ENGINEER MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR & ENGINEER FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR & ENGINEER HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CONTRACTOR IS RESPONSIBLE IN VERIFYING LOCATION OF UTILITIES.

DEMOLITION LEGEND

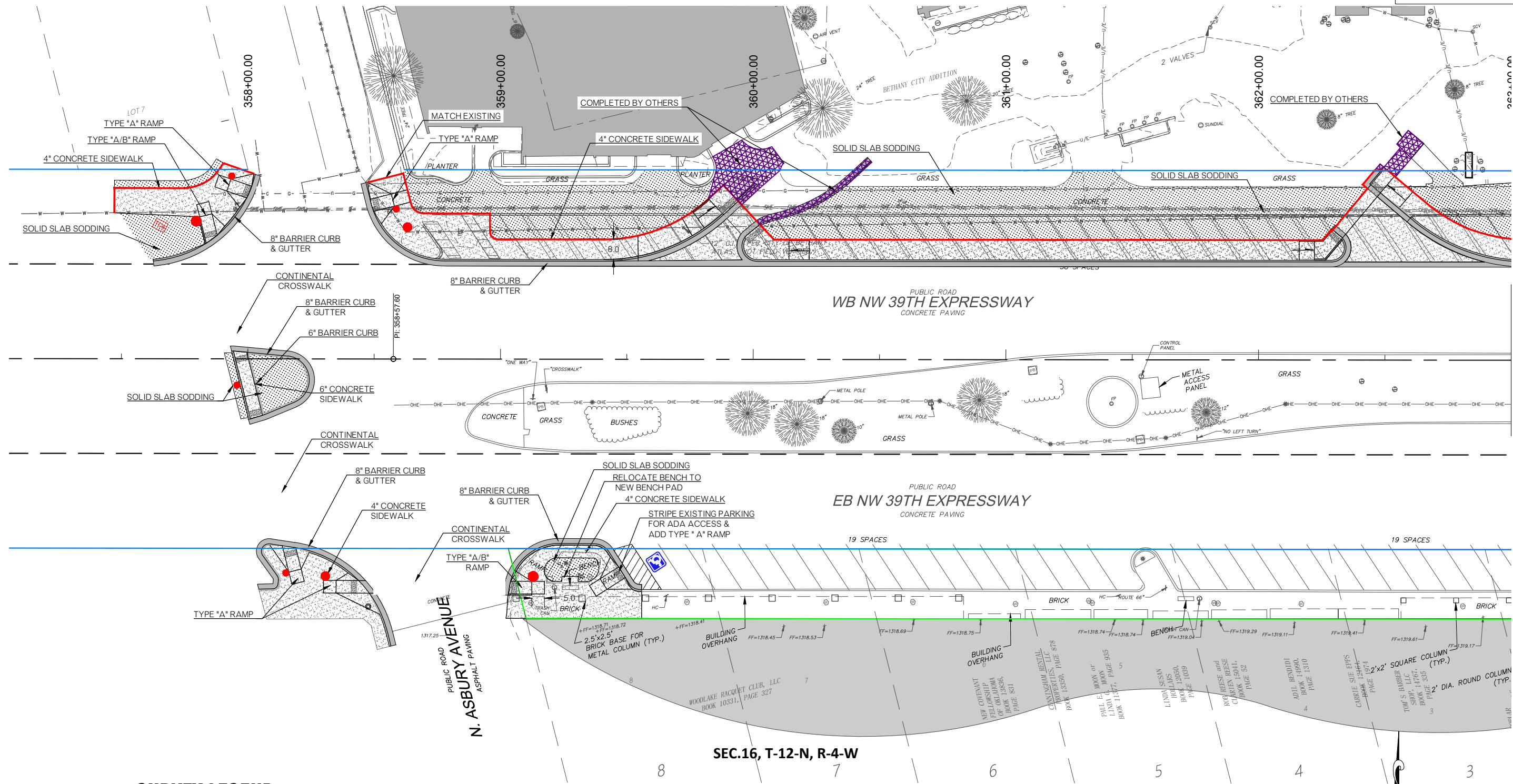
	REMOVE PAVEMENT		WORK TO BE COMPLETED BY OTHERS
	REMOVE SIDEWALK		STATE OF OKLAHOMA EASEMENT BOOK 1974 PG 579
	REMOVE PAVEMENT		OKLAHOMA DEPARTMENT OF TRANSPORTATION RW
	REMOVE PLANT		
	REMOVE CURB/WALL		



30% DESIGN
NOT FOR CONSTRUCTION

DESIGN		OKLAHOMA DEPARTMENT OF TRANSPORTATION
DRAWN		
CHECKED		
APPROVED		
DEMOLITION-PLAN		
ROADWAY NW 39TH ST & N. ASBURY AVE - NW 39TH & N. REDMOND AVE.		
COUNTY OKLAHOMA	STATE JOB NO.	SHEET NO. R003

DESCRIPTION	REVISIONS	DATE



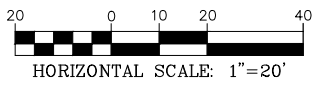
STA. 363+00

SURVEY LEGEND

UTILITY STATEMENT:
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LEGEND

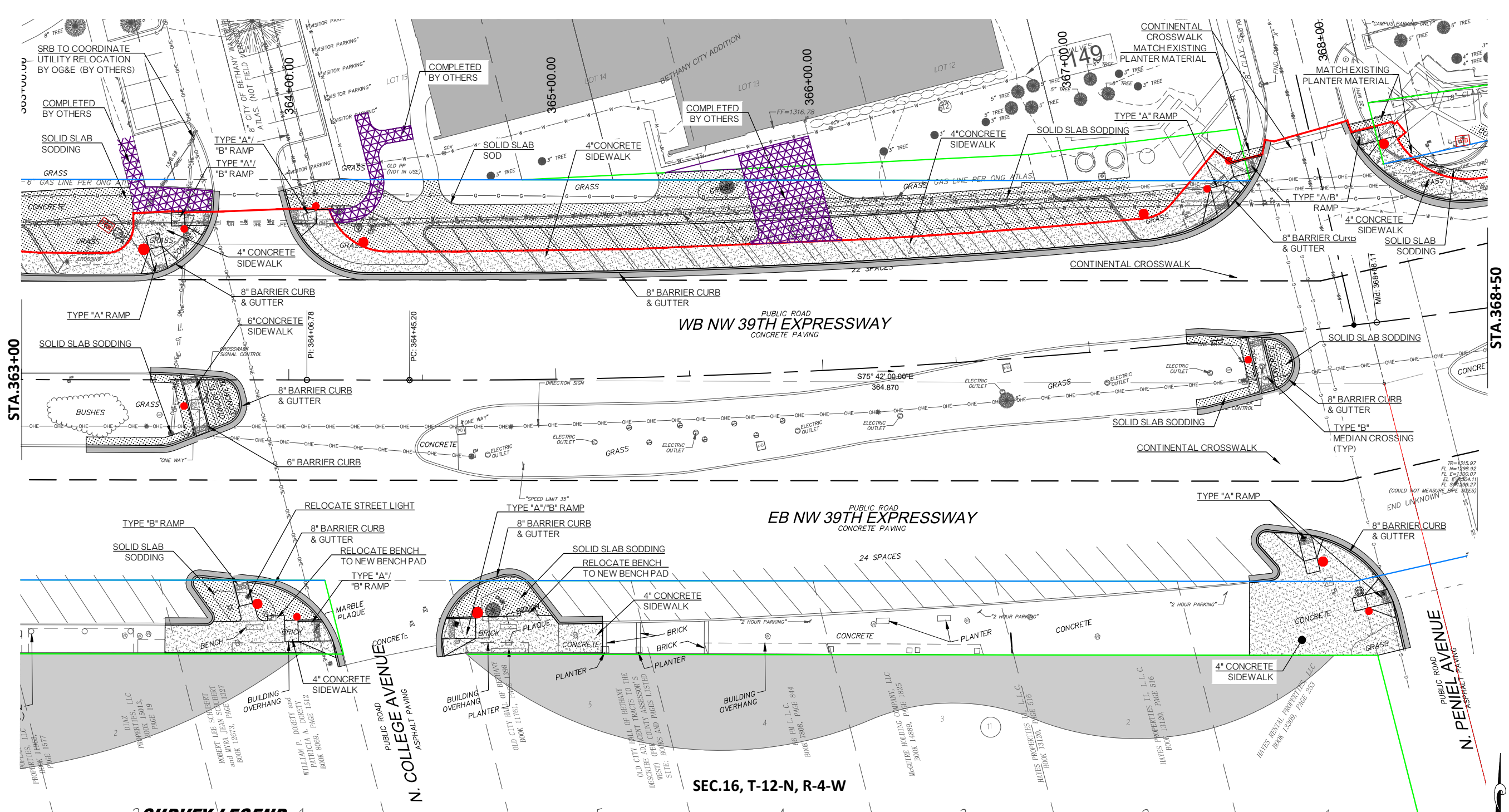
	8" CONCRETE CURB & GUTTER		WORK TO BE COMPLETED BY OTHERS
	CONCRETE SIDEWALK		SIGNAL PLAN BY OTHERS
	HEAVY DUTY CONCRETE		PROPOSED DEMARCATION LINE
	LANDSCAPING		STATE OF OKLAHOMA EASEMENT BOOK 1974 PG 579
	TACTILE WARNING		OKLAHOMA DEPARTMENT OF TRANSPORTATION R/W



**30% DESIGN
 NOT FOR CONSTRUCTION**

DESIGN	OKLAHOMA DEPARTMENT OF TRANSPORTATION
DRAWN	
CHECKED	
APPROVED	
SAFETY-PLAN	
ROADWAY NW 39TH STREET / ROUTE 66	
COUNTY OKLAHOMA	STATE JOB NO. --- SHEET NO. R004

Z:\E 168566\Drawings\E 116595-SAFETY-PLAN-17-22.dwg Bryan Deason 1/20/2023



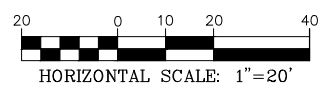
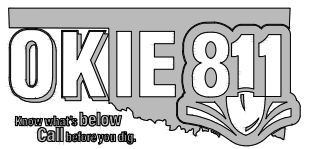
SURVEY LEGEND

AC - AIR CONDITIONER	EM - ELECTRIC MANHOLE	GM - GAS MARKER	MS - MISC. MARKER	SCV - SPRINKLER CONTROL VALVE	TR - TREE	WM - WATER MANHOLE
AD - AREA DRAIN OR CATCH BASIN	EP - ELECTRIC UTILITY RISER	GT - GREASE TRAP	PI - PIER	LS - LIFT STATION	TR - TREE	SW - SQUARE WATER METER
AB - ALPHA BOX	ET - ELECTRIC UTILITY TRANSFORMER	GV - GAS VALVE	PL - PULLBOX	SM - SIGN	TM - TRAFFIC SIGNAL LIGHT (SPIGOT)	WS - WATER SHUTOFF METER
AV - AUTO SPARKLER	EU - ELECTRIC UTILITY	HD - HC SIGN	PM - PARKING METER	ST - SEPTIC TANK	TM - TV MANHOLE	WV - WATER VALVE
AV - AIR VENT	FD - FRENCH DRAIN	HP - HC SIGN	PP - POWER POLE	ST - SEPTIC TANK	TM - TV MARKER	WM - WATER METER
PM - PROP. MON.	FD - FIRE HYDRANT	HP - HC SIGN	PS - POWER POLE WITH SERVICE	ST - SEPTIC TANK	TM - TV MARKER	WM - WATER METER
B - BUSH	FP - FLAG POLE	HP - HC SIGN	Q - QUARTER CORNER	ST - SEPTIC TANK	TM - TV MARKER	WM - WATER METER
CO - CLEAN OUT	FP - FIRE VALVE	HP - HC SIGN	QC - QUARTER CORNER EAST-WEST	ST - SEPTIC TANK	TM - TV MARKER	WM - WATER METER
DS - DOWN SPOUT	GA - GUY ANCHOR	HP - HC SIGN	QC - QUARTER CORNER NORTH-SOUTH	ST - SEPTIC TANK	TM - TV MARKER	WM - WATER METER
EM - ELECTRIC METER	GM - GAS METER	HP - HC SIGN	RP - REFERENCE POINT	ST - SEPTIC TANK	TM - TV MARKER	WM - WATER METER
FO - UNDERGROUND FIBER OPTIC	UG - UNDERGROUND GAS	HP - HC SIGN	SC - SECTION CORNER	ST - SEPTIC TANK	TM - TV MARKER	WM - WATER METER
UTV - UNDERGROUND TELEVISION	UE - UNDERGROUND ELECTRIC	HP - HC SIGN	SC - SECTION CORNER	ST - SEPTIC TANK	TM - TV MARKER	WM - WATER METER
TOE OF BANK	TOP OF BANK	HP - HC SIGN	SC - SECTION CORNER	ST - SEPTIC TANK	TM - TV MARKER	WM - WATER METER
	OTEL - OVERHEAD TELEPHONE	HP - HC SIGN	SC - SECTION CORNER	ST - SEPTIC TANK	TM - TV MARKER	WM - WATER METER

UTILITY STATEMENT:
 THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR & ENGINEER MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR & ENGINEER FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATE AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR & ENGINEER HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CONTRACTOR IS RESPONSIBLE IN VERIFYING LOCATION OF UTILITIES.

LEGEND

8" CONCRETE CURB & GUTTER	WORK TO BE COMPLETED BY OTHERS
CONCRETE SIDEWALK	SIGNAL PLAN BY OTHERS
HEAVY DUTY CONCRETE	STATE OF OKLAHOMA EASEMENT BOOK 1974 PG 579
LANDSCAPING	OKLAHOMA DEPARTMENT OF TRANSPORTATION R/W
TACTILE WARNING	

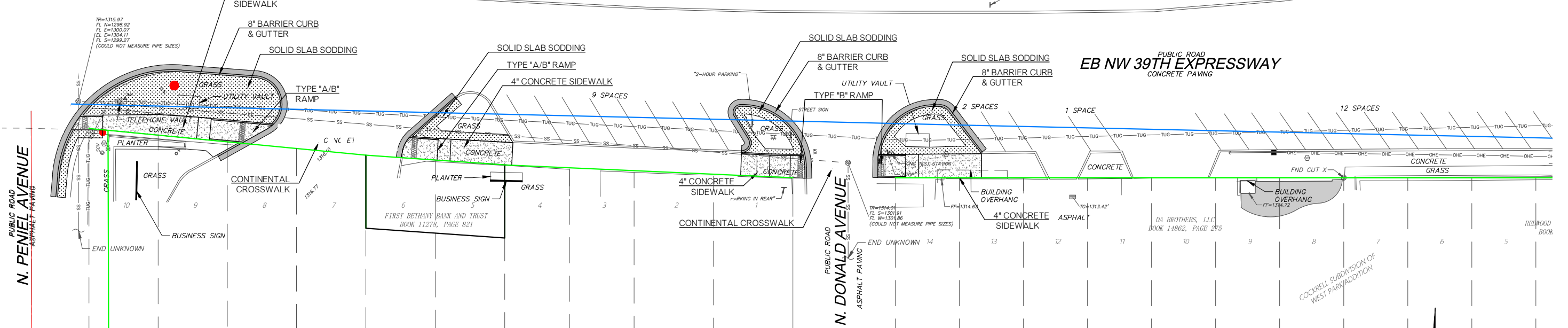
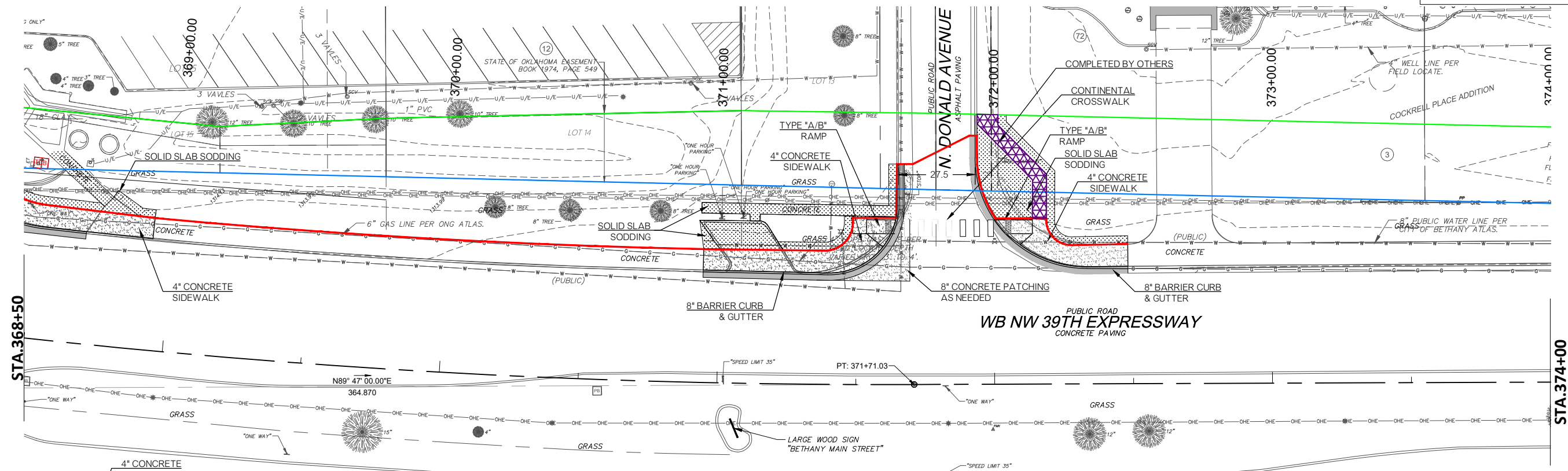


**30% DESIGN
 NOT FOR CONSTRUCTION**

DESIGN	OKLAHOMA DEPARTMENT OF TRANSPORTATION
DRAWN	SAFETY-PLAN
CHECKED	
APPROVED	
ROADWAY NW 39TH STREET / ROUTE 66	
COUNTY OKLAHOMA	STATE JOB NO. --- SHEET NO. R005

Z:\E_116656\Drawings\E_116656-SAFETY-PLAN-17-22.dwg Bryan Deason 1/20/2023

DESCRIPTION	REVISIONS	DATE



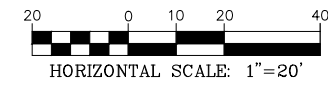
SURVEY LEGEND

<ul style="list-style-type: none"> □ AIR CONDITIONER □ AREA DRAIN OR CATCH BASIN □ ALPHA BOX □ AUTO SPRINKLER □ AIR VENT □ PROP. MON. □ BUSH □ CLEAN OUT □ DOWN SPOUT □ ELECTRIC METER 	<ul style="list-style-type: none"> □ ELECTRIC MANHOLE □ ELECTRIC MARKER □ ELECTRIC UTILITY RISER □ ELECTRIC UTILITY TRANSFORMER □ FRENCH DRAIN □ FIRE HYDRANT □ FLAG POLE □ FIRE VALVE □ DOWN SPOUT □ GAS METER 	<ul style="list-style-type: none"> □ MISC. MARKER □ PIER □ PULLBOX □ PARKING METER □ POWER POLE WITH SERVICE □ QUARTER CORNER EAST-WEST □ QUARTER CORNER NORTH-SOUTH □ REFERENCE POINT □ SECTION CORNER 	<ul style="list-style-type: none"> □ SPRINKLER CONTROL VALVE □ SANITARY SEWER LIFT STATION □ SIGN □ SANITARY SEWER MANHOLE □ SEPTIC TANK □ STORM SEWER MANHOLE □ TRAFFIC CONTROL BOX □ TELEPHONE MANHOLE □ TELEPHONE MARKER □ TELEPHONE PEDESTAL 	<ul style="list-style-type: none"> □ WATER MANHOLE □ SQUARE WATER METER □ WATER SHUTOFF (SPHOOT) □ WATER VALVE □ WATER WELL □ YARD LIGHT □ BM #1 □ EL=XX.XX' 	<ul style="list-style-type: none"> □ TREE □ TREE □ TRAFFIC SIGNAL □ TV MANHOLE □ TV MARKER □ TV PEDESTAL □ VENT □ ROUND WATER METER □ WATER MARKER □ WATER METER PIT
<ul style="list-style-type: none"> — F/O — UNDERGROUND FIBER OPTIC — U-TV — UNDERGROUND TELEVISION — TOE OF BANK 	<ul style="list-style-type: none"> — G — UNDERGROUND GAS — U/E — UNDERGROUND ELECTRIC — TOP OF BANK — O/PL — OVERHEAD PIPE LINE 	<ul style="list-style-type: none"> — STS — UNDERGROUND STORM SEWER — W — UNDERGROUND WATER — CHAINLINK FENCE — O/TEL — OVERHEAD TELEPHONE 	<ul style="list-style-type: none"> — SS — UNDERGROUND SANITARY SEWER — C/W — UNDERGROUND CHILLED WATER — STOCKADE FENCE — O/TV — OVERHEAD TELEVISION 	<ul style="list-style-type: none"> — TUG — UNDERGROUND TELEPHONE — OHE — OVERHEAD ELECTRIC — X — BARBED WIRE FENCE 	<ul style="list-style-type: none"> — TUG — TREELINE — HEDGE

UTILITY STATEMENT:
 THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR & ENGINEER MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR & ENGINEER FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR & ENGINEER HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CONTRACTOR IS RESPONSIBLE IN VERIFYING LOCATION OF UTILITIES.

LEGEND

8" CONCRETE CURB & GUTTER	WORK TO BE COMPLETED BY OTHERS
CONCRETE SIDEWALK	SIGNAL PLAN BY OTHERS
HEAVY DUTY CONCRETE	STATE OF OKLAHOMA EASEMENT BOOK 1974 PG 579
LANDSCAPING	OKLAHOMA DEPARTMENT OF TRANSPORTATION R/W
TACTILE WARNING	

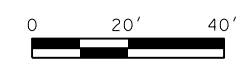


30% DESIGN
NOT FOR CONSTRUCTION

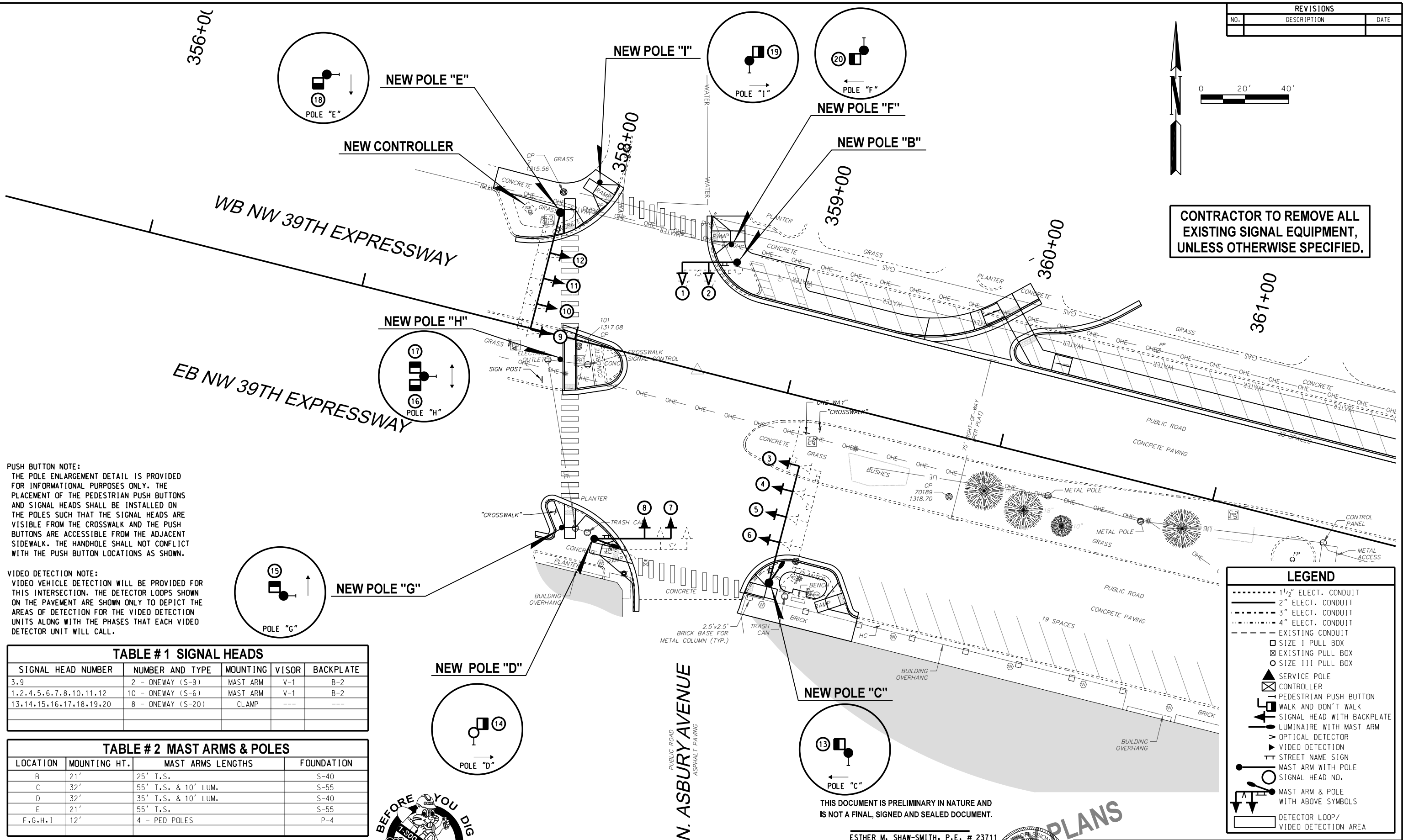
DESIGN	OKLAHOMA DEPARTMENT OF TRANSPORTATION SAFETY-PLAN ROADWAY NW 39TH STREET / ROUTE 66. COUNTY OKLAHOMA STATE JOB NO. SHEET NO. R006
DRAWN	
CHECKED	
APPROVED	

Z:\E_168566\Drawings\E_116595- SAFETY-PLAN-17-22.dwg Bryan Deason 1/20/2023

REVISIONS		
NO.	DESCRIPTION	DATE



CONTRACTOR TO REMOVE ALL EXISTING SIGNAL EQUIPMENT, UNLESS OTHERWISE SPECIFIED.



PUSH BUTTON NOTE:
THE POLE ENLARGEMENT DETAIL IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE PLACEMENT OF THE PEDESTRIAN PUSH BUTTONS AND SIGNAL HEADS SHALL BE INSTALLED ON THE POLES SUCH THAT THE SIGNAL HEADS ARE VISIBLE FROM THE CROSSWALK AND THE PUSH BUTTONS ARE ACCESSIBLE FROM THE ADJACENT SIDEWALK. THE HANDHOLE SHALL NOT CONFLICT WITH THE PUSH BUTTON LOCATIONS AS SHOWN.

VIDEO DETECTION NOTE:
VIDEO VEHICLE DETECTION WILL BE PROVIDED FOR THIS INTERSECTION. THE DETECTOR LOOPS SHOWN ON THE PAVEMENT ARE SHOWN ONLY TO DEPICT THE AREAS OF DETECTION FOR THE VIDEO DETECTION UNITS ALONG WITH THE PHASES THAT EACH VIDEO DETECTOR UNIT WILL CALL.

SIGNAL HEAD NUMBER	NUMBER AND TYPE	MOUNTING	VISOR	BACKPLATE
3,9	2 - ONEWAY (S-9)	MAST ARM	V-1	B-2
1,2,4,5,6,7,8,10,11,12	10 - ONEWAY (S-6)	MAST ARM	V-1	B-2
13,14,15,16,17,18,19,20	8 - ONEWAY (S-20)	CLAMP	---	---

LOCATION	MOUNTING HT.	MAST ARMS LENGTHS	FOUNDATION
B	21'	25' T.S.	S-40
C	32'	55' T.S. & 10' LUM.	S-55
D	32'	35' T.S. & 10' LUM.	S-40
E	21'	55' T.S.	S-55
F,G,H,I	12'	4 - PED POLES	P-4

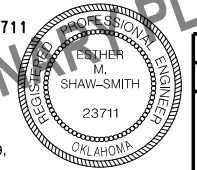
ELECTRICAL CABLE TO CONTROLLER "A" LOCATION							
B-21C	C-21C	D-21C/5C	E-21C/5C	F-5C/5C	G-5C/5C	H-5C/5C	I-5C/5C

---	1 1/2" ELECT. CONDUIT
---	2" ELECT. CONDUIT
---	3" ELECT. CONDUIT
---	4" ELECT. CONDUIT
---	EXISTING CONDUIT
□	SIZE I PULL BOX
⊗	EXISTING PULL BOX
○	SIZE III PULL BOX
⊠	SERVICE POLE
⊠	CONTROLLER
⊠	PEDESTRIAN PUSH BUTTON
⊠	WALK AND DON'T WALK
⊠	SIGNAL HEAD WITH BACKPLATE
⊠	LUMINAIRE WITH MAST ARM
⊠	OPTICAL DETECTOR
⊠	VIDEO DETECTION
⊠	STREET NAME SIGN
⊠	MAST ARM WITH POLE
⊠	SIGNAL HEAD NO.
⊠	MAST ARM & POLE WITH ABOVE SYMBOLS
⊠	DETECTOR LOOP/VIDEO DETECTION AREA



THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

ESTHER M. SHAW-SMITH, P.E. # 23711
C.A. # 1160, RENEWAL 06-30-23



Design	EMS	01-18-23
Drawn	SB	01-18-23

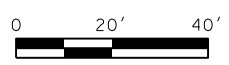


SIGNAL PLAN
N. ASBURY AVE. & N.W. 39th EXPY.

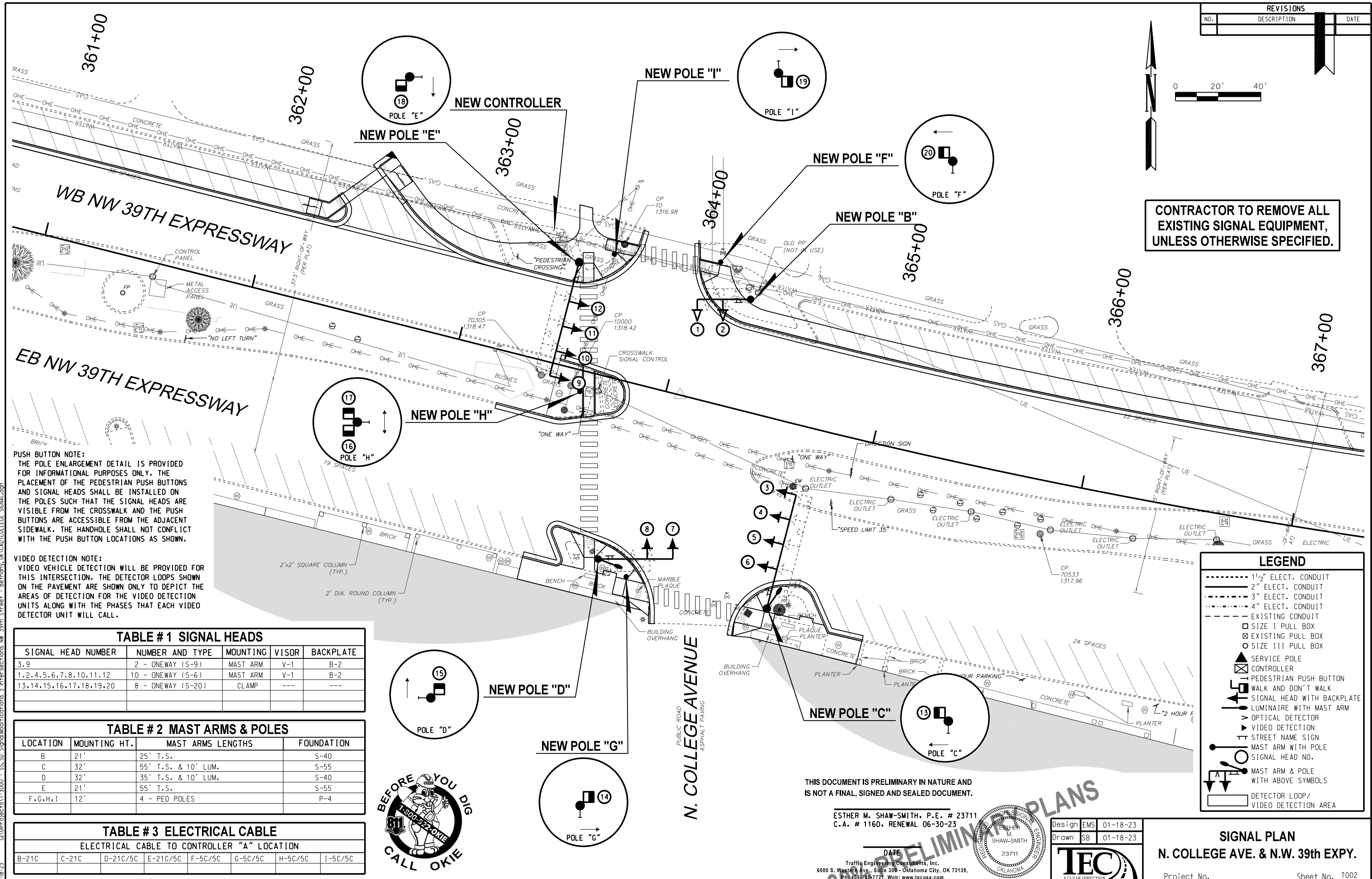
Project No. _____ Sheet No. T001
OKLAHOMA COUNTY

04-18-23 G:\OP\Projects\1-3000 - S.S. SD. Signal Modifications 3 Intersections NW 39th Street - Bethany, OK\CAD\ASBURY_SIGNAL.dgn

REVISIONS		
NO.	DESCRIPTION	DATE



CONTRACTOR TO REMOVE ALL EXISTING SIGNAL EQUIPMENT, UNLESS OTHERWISE SPECIFIED.



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VIDEO DETECTION NOTE:
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TABLE # 1 SIGNAL HEADS

SIGNAL HEAD NUMBER	NUMBER AND TYPE	MOUNTING	VISOR	BACKPLATE
3,9	2 - ONEWAY (S-9)	MAST ARM	V-1	B-2
1,2,4,5,6,7,8,10,11,12	10 - ONEWAY (S-6)	MAST ARM	V-1	B-2
13,14,15,16,17,18,19,20	8 - ONEWAY (S-20)	CLAMP	---	---

TABLE # 2 MAST ARMS & POLES

LOCATION	MOUNTING HT.	MAST ARMS LENGTHS	FOUNDATION
B	21'	25' T.S.	S-40
C	32'	55' T.S. & 10' LUM.	S-55
D	32'	35' T.S. & 10' LUM.	S-40
E	21'	55' T.S.	S-55
F,G,H,I	12'	4 - PED POLES	P-4

TABLE # 3 ELECTRICAL CABLE

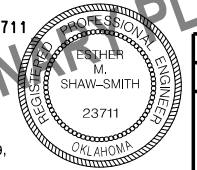
ELECTRICAL CABLE TO CONTROLLER "A" LOCATION							
B-21C	C-21C	D-21C/5C	E-21C/5C	F-5C/5C	G-5C/5C	H-5C/5C	I-5C/5C

LEGEND

- 1 1/2" ELECT. CONDUIT
- 2" ELECT. CONDUIT
- 3" ELECT. CONDUIT
- 4" ELECT. CONDUIT
- - - - - EXISTING CONDUIT
- SIZE I PULL BOX
- ⊗ EXISTING PULL BOX
- SIZE III PULL BOX
- ▲ SERVICE POLE
- ⊠ CONTROLLER
- ⊞ PEDESTRIAN PUSH BUTTON
- ⊞ WALK AND DON'T WALK
- ⊞ SIGNAL HEAD WITH BACKPLATE
- ⊞ LUMINAIRE WITH MAST ARM
- ⊞ OPTICAL DETECTOR
- ⊞ VIDEO DETECTION
- ⊞ STREET NAME SIGN
- ⊞ MAST ARM WITH POLE
- ⊞ SIGNAL HEAD NO.
- ⊞ MAST ARM & POLE WITH ABOVE SYMBOLS
- ⊞ DETECTOR LOOP/VIDEO DETECTION AREA

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ESTHER M. SHAW-SMITH, P.E. # 23711
C.A. # 1160, RENEWAL 06-30-23



Design	EMS	01-18-23
Drawn	SB	01-18-23

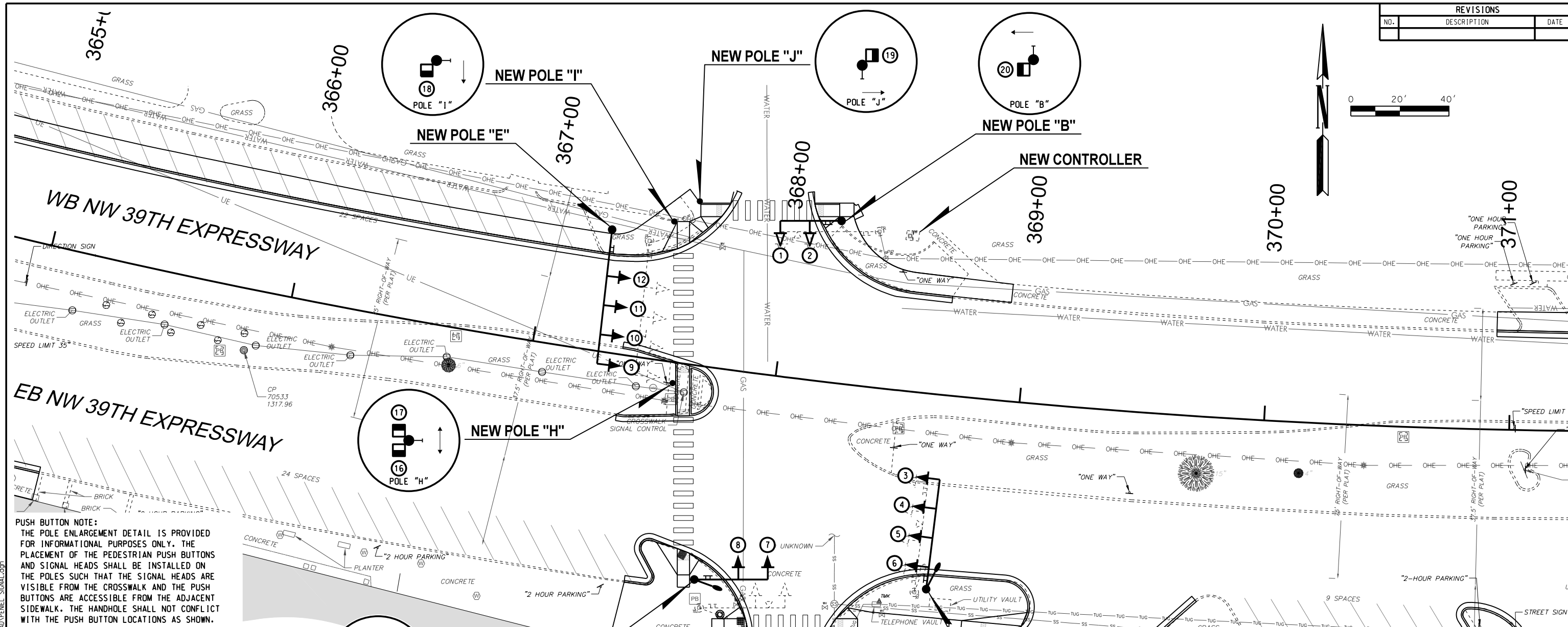
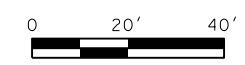


SIGNAL PLAN
N. COLLEGE AVE. & N.W. 39th EXPY.

Project No. _____ Sheet No. T002

04-18-23 G:\OP\Projects\1-3000 - SS-SD_SignalModifications_3_Intersections_NW_39th_Street - Bethany, OK\CAD\CAD_SIGNAL.dgn

REVISIONS		
NO.	DESCRIPTION	DATE



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VIDEO DETECTION NOTE:
 VIDEO VEHICLE DETECTION WILL BE PROVIDED FOR THIS INTERSECTION. THE DETECTOR LOOPS SHOWN ON THE PAVEMENT ARE SHOWN ONLY TO DEPICT THE AREAS OF DETECTION FOR THE VIDEO DETECTION UNITS ALONG WITH THE PHASES THAT EACH VIDEO DETECTOR UNIT WILL CALL.

SIGNAL HEAD NUMBER	NUMBER AND TYPE	MOUNTING	VISOR	BACKPLATE
3,9	2 - ONEWAY (S-9)	MAST ARM	V-1	B-2
1,2,4,5,6,7,8,10,11,12	10 - ONEWAY (S-6)	MAST ARM	V-1	B-2
13,14,15,16,17,18,19,20	8 - ONEWAY (S-20)	CLAMP	---	---

LOCATION	MOUNTING HT.	MAST ARMS LENGTHS	FOUNDATION
B	21'	25' T.S.	S-40
C	32'	45' T.S. & 10' LUM.	S-55
D	32'	30' T.S. & 10' LUM.	S-40
E	21'	55' T.S.	S-55
F,G,H,I,J	12'	5 - PED POLES	P-4

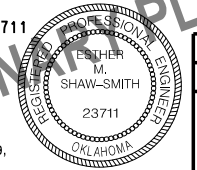
ELECTRICAL CABLE TO CONTROLLER "A" LOCATION							
B-21C/5C	C-21C	D-21C	E-21C	F-5C/5C	G-5C/5C	H-5C/5C	I-5C/5C
J-5C/5C							

---	1 1/2" ELECT. CONDUIT
---	2" ELECT. CONDUIT
---	3" ELECT. CONDUIT
---	4" ELECT. CONDUIT
---	EXISTING CONDUIT
□	SIZE I PULL BOX
⊗	EXISTING PULL BOX
○	SIZE III PULL BOX
⊠	SERVICE POLE
⊠	CONTROLLER
⊠	PEDESTRIAN PUSH BUTTON
⊠	WALK AND DON'T WALK
⊠	SIGNAL HEAD WITH BACKPLATE
⊠	LUMINAIRE WITH MAST ARM
⊠	OPTICAL DETECTOR
⊠	VIDEO DETECTION
⊠	STREET NAME SIGN
⊠	MAST ARM WITH POLE
⊠	SIGNAL HEAD NO.
⊠	MAST ARM & POLE WITH ABOVE SYMBOLS
⊠	DETECTOR LOOP/VIDEO DETECTION AREA

CONTRACTOR TO REMOVE ALL EXISTING SIGNAL EQUIPMENT, UNLESS OTHERWISE SPECIFIED.

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ESTHER M. SHAW-SMITH, P.E. # 23711
 C.A. # 1160, RENEWAL 06-30-23



Design	EMS	01-18-23
Drawn	SB	01-18-23



SIGNAL PLAN
N. PENIEL AVE. & N.W. 39th EXPY.

Project No. _____ Sheet No. T003

04-18-23 G:\OP\Projects\1-3000 - SS-SD_SignalModifications_3 Intersections NW 39th Street - Bethany, OK\CAD\PENIEL_SIGNAL.dgn



PRELIMINARY PLANS

Traffic Engineering Consultants, Inc.
 6000 S. Western Ave., Suite 300 - Oklahoma City, OK 73139,
 Ph: 405-720-7721, Web: www.tecusa.com

PROJECT: SNU/ODOT SAFETY IMPROVEMENTS PLAN
 LOC.: NW 39TH EXPRESSWAY FROM ASBURY AVE TO DONALD AVE
 CLIENT: CITY OF WARR ACRES & ODOT
 DATE: 1/20/2023
 TAB 1: PEDESTRIAN HARDSCAPE IMPROVEMENTS



ENGINEER'S ESTIMATE

BASE BID - PEDESTRIAN HARDSCAPE IMPROVEMENTS							
ITEM NO.	BID	SPEC. NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID	AMOUNT
1	BASE	202	UNCLASSIFIED BORROW	CY	400.00	\$25.00	\$ 10,000.00
2	BASE	225	AGGREGATE BASE (ODOT TYPE A)	TON	610.00	\$40.00	\$ 24,400.00
3	BASE	304	PORTLAND CEMENT CONCRETE PAVEMENT (CLASS C)	CY	10.00	\$500.00	\$ 5,000.00
4	BASE	305	CURB & GUTTER (8" BARRIER)	LF	2,403.00	\$50.00	\$ 120,150.00
5	BASE	823	4" CONCRETE SIDEWALK	SY	2,262.00	\$70.00	\$ 158,340.00
6	BASE	823	8" CONCRETE SIDEWALK	SY	233.00	\$140.00	\$ 32,620.00
7	BASE	823	6" CONCRETE DRIVEWAY	SY	147.00	\$80.00	\$ 11,760.00
8	BASE	801	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)	LSUM	1.00	\$5,000.00	\$ 5,000.00
9	BASE	802	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LSUM	1.00	\$10,539.00	\$ 10,539.00
10	BASE	810	CLEARING AND GRUBBING	LSUM	1.00	\$15,000.00	\$ 15,000.00
11	BASE	811	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	1.00	\$5,000.00	\$ 5,000.00
12	BASE	812	REMOVAL OF CURB AND GUTTER	LF	2,560.00	\$10.00	\$ 25,600.00
13	BASE	812	REMOVAL OF CONCRETE PAVEMENT	SY	1,700.00	\$15.00	\$ 25,500.00
14	BASE	812	REMOVAL OF SIDEWALK	SY	2,110.00	\$15.00	\$ 31,650.00
15	BASE	814	PAVEMENT CUT AND PERMANENT REPAIR	SY	34.00	\$170.00	\$ 5,780.00
16	BASE	819	ADJUST EXISTING STRUCTURE (MANHOLE)	EA	2.00	\$3,000.00	\$ 6,000.00
17	BASE	819	ADJUST EXISTING STRUCTURE (VALVE)	EA	9.00	\$750.00	\$ 6,750.00
18	BASE	819	ADJUST EXISTING STRUCTURE (METER)	EA	7.00	\$800.00	\$ 5,600.00
19	BASE	819	ADJUST EXISTING STRUCTURE (HYDRANT)	EA	2.00	\$8,000.00	\$ 16,000.00
20	BASE	819	ADJUST EXISTING STRUCTURE (PULLBOX)	EA	4.00	\$1,500.00	\$ 6,000.00
21	BASE	840	SOLID SLAB SODDING	SY	3,000.00	\$5.00	\$ 15,000.00
22	BASE	900	EROSION AND SEDIMENT CONTROL	LSUM	1.00	\$14,000.00	\$ 14,000.00
23	BASE	971	TACTILE WARNING DEVICE	SF	410.00	\$45.00	\$ 18,450.00
						Base Total	\$ 574,139.00

BASE BID - NORTH OF NW 39TH EXPRESSWAY							
ITEM NO.	BID	SPEC. NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID	AMOUNT
1	BASE	202	UNCLASSIFIED BORROW	CY	400.00	\$25.00	\$ 10,000.00
2	BASE	225	AGGREGATE BASE (ODOT TYPE A)	TON	370.00	\$40.00	\$ 14,800.00
3	BASE	304	PORTLAND CEMENT CONCRETE PAVEMENT (CLASS C)	CY	5.00	\$500.00	\$ 2,500.00
4	BASE	305	CURB & GUTTER (8" BARRIER)	LF	1,310.00	\$50.00	\$ 65,500.00
5	BASE	823	4" CONCRETE SIDEWALK	SY	1,465.00	\$70.00	\$ 102,550.00
6	BASE	823	8" CONCRETE SIDEWALK	SY	100.00	\$140.00	\$ 14,000.00
7	BASE	823	6" CONCRETE DRIVEWAY	SY	147.00	\$80.00	\$ 11,760.00
8	BASE	801	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)	LSUM	1.00	\$2,500.00	\$ 2,500.00
9	BASE	802	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LSUM	1.00	\$5,269.50	\$ 5,269.50
10	BASE	810	CLEARING AND GRUBBING	LSUM	1.00	\$7,500.00	\$ 7,500.00
11	BASE	811	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	1.00	\$2,500.00	\$ 2,500.00
12	BASE	812	REMOVAL OF CURB AND GUTTER	LF	1,500.00	\$10.00	\$ 15,000.00
13	BASE	812	REMOVAL OF CONCRETE PAVEMENT	SY	1,700.00	\$15.00	\$ 25,500.00
14	BASE	812	REMOVAL OF SIDEWALK	SY	1,160.00	\$15.00	\$ 17,400.00
15	BASE	814	PAVEMENT CUT AND PERMANENT REPAIR	SY	34.00	\$170.00	\$ 5,780.00
16	BASE	819	ADJUST EXISTING STRUCTURE (MANHOLE)	EA	1.00	\$3,000.00	\$ 3,000.00
17	BASE	819	ADJUST EXISTING STRUCTURE (VALVE)	EA	2.00	\$750.00	\$ 1,500.00
20	BASE	819	ADJUST EXISTING STRUCTURE (PULLBOX)	EA	1.00	\$1,500.00	\$ 1,500.00
21	BASE	840	SOLID SLAB SODDING	SY	2,300.00	\$5.00	\$ 11,500.00
22	BASE	900	EROSION AND SEDIMENT CONTROL	LSUM	1.00	\$7,000.00	\$ 7,000.00
23	BASE	971	TACTILE WARNING DEVICE	SF	165.00	\$45.00	\$ 7,425.00
						58.26%	Base Total \$ 334,484.50

BASE BID - MEDIAN OF NW 39TH EXPRESSWAY							
ITEM NO.	BID	SPEC. NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID	AMOUNT
1	BASE	225	AGGREGATE BASE (ODOT TYPE A)	TON	40.00	\$40.00	\$ 1,600.00
2	BASE	304	PORTLAND CEMENT CONCRETE PAVEMENT (CLASS C)	CY	2.50	\$500.00	\$ 1,250.00
3	BASE	305	CURB & GUTTER (8" BARRIER)	LF	270.00	\$50.00	\$ 13,500.00
6	BASE	823	8" CONCRETE SIDEWALK	SY	40.00	\$140.00	\$ 5,600.00
8	BASE	801	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)	LSUM	1.00	\$1,250.00	\$ 1,250.00
9	BASE	802	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LSUM	1.00	\$2,634.75	\$ 2,634.75
10	BASE	810	CLEARING AND GRUBBING	LSUM	1.00	\$3,750.00	\$ 3,750.00
11	BASE	811	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	1.00	\$1,250.00	\$ 1,250.00
12	BASE	812	REMOVAL OF CURB AND GUTTER	LF	250.00	\$10.00	\$ 2,500.00
14	BASE	812	REMOVAL OF SIDEWALK	SY	87.00	\$15.00	\$ 1,305.00
20	BASE	819	ADJUST EXISTING STRUCTURE (PULLBOX)	EA	1.00	\$1,500.00	\$ 1,500.00
21	BASE	840	SOLID SLAB SODDING	SY	200.00	\$5.00	\$ 1,000.00
22	BASE	900	EROSION AND SEDIMENT CONTROL	LSUM	1.00	\$3,500.00	\$ 3,500.00
23	BASE	971	TACTILE WARNING DEVICE	SF	60.00	\$45.00	\$ 2,700.00
						7.55%	Base Total \$ 43,339.75

BASE BID - SOUTH OF NW 39TH EXPRESSWAY							
ITEM NO.	BID	SPEC. NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID	AMOUNT
2	BASE	225	AGGREGATE BASE (ODOT TYPE A)	TON	200.00	\$40.00	\$ 8,000.00
3	BASE	304	PORTLAND CEMENT CONCRETE PAVEMENT (CLASS C)	CY	2.50	\$500.00	\$ 1,250.00
4	BASE	305	CURB & GUTTER (8" BARRIER)	LF	823.00	\$50.00	\$ 41,150.00
5	BASE	823	4" CONCRETE SIDEWALK	SY	797.00	\$70.00	\$ 55,790.00
6	BASE	823	8" CONCRETE SIDEWALK	SY	93.00	\$140.00	\$ 13,020.00
8	BASE	801	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)	LSUM	1.00	\$1,250.00	\$ 1,250.00
9	BASE	802	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LSUM	1.00	\$2,634.75	\$ 2,634.75
10	BASE	810	CLEARING AND GRUBBING	LSUM	1.00	\$3,750.00	\$ 3,750.00
11	BASE	811	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	1.00	\$1,250.00	\$ 1,250.00
12	BASE	812	REMOVAL OF CURB AND GUTTER	LF	810.00	\$10.00	\$ 8,100.00
14	BASE	812	REMOVAL OF SIDEWALK	SY	863.00	\$15.00	\$ 12,945.00
16	BASE	819	ADJUST EXISTING STRUCTURE (MANHOLE)	EA	1.00	\$3,000.00	\$ 3,000.00
17	BASE	819	ADJUST EXISTING STRUCTURE (VALVE)	EA	7.00	\$750.00	\$ 5,250.00
18	BASE	819	ADJUST EXISTING STRUCTURE (METER)	EA	7.00	\$800.00	\$ 5,600.00
19	BASE	819	ADJUST EXISTING STRUCTURE (HYDRANT)	EA	2.00	\$8,000.00	\$ 16,000.00
20	BASE	819	ADJUST EXISTING STRUCTURE (PULLBOX)	EA	2.00	\$1,500.00	\$ 3,000.00
21	BASE	840	SOLID SLAB SODDING	SY	500.00	\$5.00	\$ 2,500.00
22	BASE	900	EROSION AND SEDIMENT CONTROL	LSUM	1.00	\$3,500.00	\$ 3,500.00
23	BASE	971	TACTILE WARNING DEVICE	SF	185.00	\$45.00	\$ 8,325.00
						34.19%	Base Total \$ 196,314.75

PROJECT: SNU/ODOT SAFETY IMPROVEMENTS PLAN
 LOC.: NW 39TH EXPRESSWAY FROM ASBURY AVE TO DONALD AVE
 CLIENT: CITY OF WARR ACRES & ODOT
 DATE: 1/20/2023
 TAB 2: PED. HARDSCAPE + SIGNAL UPGRADES



ENGINEER'S ESTIMATE

PEDESTRIAN HARDSCAPE IMPROVEMENTS							
ITEM NO.	BID	SPEC. NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID	AMOUNT
1	BASE	202	UNCLASSIFIED BORROW	CY	400.00	\$25.00	\$ 10,000.00
2	BASE	225	AGGREGATE BASE (ODOT TYPE A)	TON	610.00	\$40.00	\$ 24,400.00
3	BASE	304	PORTLAND CEMENT CONCRETE PAVEMENT (CLASS C)	CY	10.00	\$500.00	\$ 5,000.00
4	BASE	305	CURB & GUTTER (8" BARRIER)	LF	2,403.00	\$50.00	\$ 120,150.00
5	BASE	823	4" CONCRETE SIDEWALK	SY	2,262.00	\$70.00	\$ 158,340.00
6	BASE	823	8" CONCRETE SIDEWALK	SY	233.00	\$140.00	\$ 32,620.00
7	BASE	823	6" CONCRETE DRIVEWAY	SY	147.00	\$80.00	\$ 11,760.00
8	BASE	801	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)	LSUM	1.00	\$5,000.00	\$ 5,000.00
9	BASE	802	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LSUM	1.00	\$10,539.00	\$ 10,539.00
10	BASE	810	CLEARING AND GRUBBING	LSUM	1.00	\$15,000.00	\$ 15,000.00
11	BASE	811	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	1.00	\$5,000.00	\$ 5,000.00
12	BASE	812	REMOVAL OF CURB AND GUTTER	LF	2,560.00	\$10.00	\$ 25,600.00
13	BASE	812	REMOVAL OF CONCRETE PAVEMENT	SY	1,700.00	\$15.00	\$ 25,500.00
14	BASE	812	REMOVAL OF SIDEWALK	SY	2,110.00	\$15.00	\$ 31,650.00
15	BASE	814	PAVEMENT CUT AND PERMANENT REPAIR	SY	34.00	\$170.00	\$ 5,780.00
16	BASE	819	ADJUST EXISTING STRUCTURE (MANHOLE)	EA	2.00	\$3,000.00	\$ 6,000.00
17	BASE	819	ADJUST EXISTING STRUCTURE (VALVE)	EA	9.00	\$750.00	\$ 6,750.00
18	BASE	819	ADJUST EXISTING STRUCTURE (METER)	EA	7.00	\$800.00	\$ 5,600.00
19	BASE	819	ADJUST EXISTING STRUCTURE (HYDRANT)	EA	2.00	\$8,000.00	\$ 16,000.00
20	BASE	819	ADJUST EXISTING STRUCTURE (PULLBOX)	EA	4.00	\$1,500.00	\$ 6,000.00
21	BASE	840	SOLID SLAB SODDING	SY	3,000.00	\$5.00	\$ 15,000.00
22	BASE	900	EROSION AND SEDIMENT CONTROL	LSUM	1.00	\$14,000.00	\$ 14,000.00
23	BASE	971	TACTILE WARNING DEVICE	SF	410.00	\$45.00	\$ 18,450.00
Base Total							\$ 574,139.00

INTERSECTION SIGNAL UPGRADES							
<i>New Decorative Pedestrian Poles & New Decorative Traffic Signal Poles</i>							
ITEM NO.	BID	SPEC. NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID	AMOUNT
1	SIGNAL	710	REPLACE SIGNAL CONTROLLER	EA	3.00	\$12,000.00	\$ 36,000.00
2	SIGNAL	711	INSTALL VIDEO DETECTION	EA	3.00	\$80,000.00	\$ 240,000.00
3	SIGNAL	724	DECORATIVE PEDESTRIAN POLES, CONDUIT, CABLING	EA	20.00	\$3,000.00	\$ 60,000.00
4	SIGNAL	723	PEDESTRIAN PUSH BUTTON	EA	24.00	\$2,000.00	\$ 48,000.00
5	SIGNAL	717	PEDESTRIAN SIGNAL HEADS	EA	24.00	\$1,000.00	\$ 24,000.00
6	SIGNAL	725	PEDESTRIAN POLE FOOTINGS	EA	20.00	\$500.00	\$ 10,000.00
7	SIGNAL	714	INTERSECTION CONDUIT, CABLE, PULL BOXES	EA	3.00	\$15,000.00	\$ 45,000.00
8	SIGNAL	724	DECORATIVE SIGNAL POLES	EA	12.00	\$35,000.00	\$ 420,000.00
9	SIGNAL	725	SIGNAL POLE FOOTINGS	EA	12.00	\$4,000.00	\$ 48,000.00
9	SIGNAL	727	LED SIGNAL HEADS	EA	36.00	\$1,200.00	\$ 43,200.00
10	SIGNAL	734	SIGNING AND STRIPING	LSUM	1.00	\$40,000.00	\$ 40,000.00
11	SIGNAL	801	MOBILIZATION	LSUM	1.00	\$103,000.00	\$ 103,000.00
Alt. #2 Total							\$ 1,117,200.00

TOTAL COST ESTIAMTE				
BID	DESCRIPTION	SUBTOTAL	20% CONTINGENCY	TOTAL
BASE + SIGNAL	HARDSCAPE IMPROVMENTS +SIGNAL UPGRADES (New Decorative Ped. & Signal Poles)	\$ 1,691,339.00	\$ 338,267.80	\$ 2,029,606.80

Estimate SNU 30% - #2

Estimated Cost:\$1,675,049.00

Contingency: 20.00%

Estimated Total: \$2,010,058.80

Pedestrian Improvements at Southern Nazarene University
OPTION #2: INTERSECTION SIGNAL UPGRADES

Base Date: 11/17/22

Spec Year: 19

Unit System: E

Work Type: PEDESTRIAN SAFETY IMPROVEMENT

Highway Type: CITY STREET

Urban/Rural Type: URBAN

Season: SPRING

County: OKLAHOMA

Latitude of Midpoint: 353041

Longitude of Midpoint: 973743

District: 04000

Federal Project Number: STP-XXXX(XXX)AG

State Project Number: JP XXXXX(00)

Prepared by Smith Roberts Baldischwiler, LLC on 11/17/22

<u>Line #</u>	<u>Item Number</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extension</u>
<u>Description</u>					
<u>Supplemental Description</u>					

Group 0100: ROADWAY

0001	201(A)1200 CLEARING AND GRUBBING	1.00	LS	\$10,000.00	\$10,000.00
0002	202(D)2500 UNCLASSIFIED BORROW	400.00	CY	\$25.00	\$10,000.00
0003	205(A)6200 TYPE A-SALVAGED TOPSOIL	1.00	LS	\$5,000.00	\$5,000.00
0004	221(B)2300 TEMPORARY SILT FENCE	3,000.00	LF	\$3.00	\$9,000.00
0005	230(A)7200 SOLID SLAB SODDING	3,000.00	SY	\$5.00	\$15,000.00
0006	402(E)2600 TRAFFIC BOUND SURFACE COURSE TYPE E	305.00	TON	\$40.00	\$12,200.00
0007	414(E)5600 FULL DEPTH P.C.C. PATCH (PLACEMENT)	34.00	SY	\$170.00	\$5,780.00
0008	509(D)0500 CLASS C CONCRETE	10.00	CY	\$500.00	\$5,000.00
0009	609(B)4375 2'-8" COMB.CRB. & GUT.(8" BARRIER)	2,403.00	LF	\$50.00	\$120,150.00
0010	610(A)5200 4" CONCRETE SIDEWALK	2,204.00	SY	\$70.00	\$154,280.00
0011	610(A)5230 8" CONCRETE SIDEWALK	233.00	SY	\$140.00	\$32,620.00
0012	610(B)5310 6" CONCRETE DRIVEWAY	147.00	SY	\$80.00	\$11,760.00
0013	610(I)6000 TACTILE WARNING DEVICE-NEW	410.00	SF	\$45.00	\$18,450.00
0014	612(A)3200 MANHOLES ADJUST TO GRADE	2.00	EA	\$3,000.00	\$6,000.00
0015	612(E)3600 VALVE BOXES ADJUST TO GRADE	9.00	EA	\$750.00	\$6,750.00
0016	612(F)3700 METER BOXES ADJUST TO GRADE	7.00	EA	\$800.00	\$5,600.00
0017	612(G)3800 FIRE HYDRANT RESET	2.00	EA	\$8,000.00	\$16,000.00

<u>Line #</u>	<u>Item Number</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extension</u>
<u>Description</u>					
<u>Supplemental Description</u>					
0018	619(A)6200	1.00	LS	\$5,000.00	\$5,000.00
REMOVAL OF STRUCTURES & OBSTRUCTIONS					
0019	619(B)6356	2,557.00	LF	\$10.00	\$25,570.00
REMOVAL OF CURB AND GUTTER					
0020	619(B)6360	1,700.00	SY	\$15.00	\$25,500.00
REMOVAL OF CONCRETE PAVEMENT					
0021	619(B)6404	2,110.00	SY	\$15.00	\$31,650.00
REMOVAL OF SIDEWALK					
0022	805(B)3300	4.00	EA	\$1,500.00	\$6,000.00
(PL)RESET OF PULL BOX					

Total for Group 0100:\$537,310.00

Group 0300: TRAFFIC CONTROL

0023	880(B)6300	1,260.00	SD	\$0.80	\$1,008.00
CONSTRUCTION SIGNS 0 TO 6.25 SF					
0024	880(B)6310	900.00	SD	\$1.75	\$1,575.00
CONSTRUCTION SIGNS 6.26 SF TO 15.99 SF					
0025	880(B)6320	360.00	SD	\$3.00	\$1,080.00
CONSTRUCTION SIGNS 16.0 SF TO 32.99 SF					
0026	880(C)6410	900.00	SD	\$1.25	\$1,125.00
CONSTRUCTION BARRICADES(TYPE III)					
0027	880(E)6600	270.00	SD	\$1.30	\$351.00
WARNING LIGHTS(TYPE A)					
0028	880(F)6700	540.00	SD	\$1.25	\$675.00
DRUMS					
0029	880(G)6805	3,780.00	SD	\$1.25	\$4,725.00
CHANNELIZER CONES					

Total for Group 0300:\$10,539.00

Group 0301: TRAFFIC SIGNAL

0030	825 8100	3.00	EA	\$12,000.00	\$36,000.00
TRAFFIC SIGNAL CONTROLLER ASSEMBLY					
0031	802(B)0320	500.00	LF	\$50.00	\$25,000.00
2" PVC SCH.40 PLASTIC CONDUIT BORED					
0032	802(B)0324	500.00	LF	\$30.00	\$15,000.00
2" PVC SCH.40 PLASTIC CONDUIT TRENCHED					

<u>Line #</u>	<u>Item Number</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extension</u>
<u>Description</u>					
<u>Supplemental Description</u>					
0033	803(A)1210 PULL BOX(SIZE I)	3.00	EA	\$1,500.00	\$4,500.00
0034	804(A)2200 STRUCTURAL CONCRETE	36.00	CY	\$1,250.00	\$45,000.00
0035	804(B)2300 REINFORCING STEEL	4,000.00	LB	\$3.00	\$12,000.00
0036	805(A)3252 (PL)REMOVAL OF EXISTING SIGNS	10.00	EA	\$200.00	\$2,000.00
0037	806(B)4400 6' MTG.HT.TS PED.POLE(G.STL.)	20.00	EA	\$3,000.00	\$60,000.00
0038	806(E)4700 DECORATIVE POLE AND MAST ARM	12.00	EA	\$35,000.00	\$420,000.00
0039	828 0110 (PL)DETECTION SYSTEM (RADAR)	1.00	LS	\$240,000.00	\$240,000.00
0040	830 2100 PEDESTRIAN PUSH BUTTON	24.00	EA	\$2,000.00	\$48,000.00
0041	831 3100 TRAFFIC SIGNAL HEADS	36.00	EA	\$1,200.00	\$43,200.00
0042	831 3116 1WAY2SEC.ADJ.PED.SIG.HD.S-20	24.00	EA	\$1,000.00	\$24,000.00
0043	834(A)6200 2/C TRAFFIC SIGNAL ELECTRICAL CABLE	750.00	LF	\$3.00	\$2,250.00
0044	834(A)6205 5/C TRAFFIC SIGNAL ELECTRICAL CABLE	750.00	LF	\$4.00	\$3,000.00
0045	850(A)1200 SHEET ALUMINUM SIGNS	150.00	SF	\$30.00	\$4,500.00
0046	850(C)1400 MAST ARM MOUNTED SIGNS(ALUM.)	145.00	SF	\$80.00	\$11,600.00
0047	851(C)2430 2 1/2" SQUARE TUBE POST	210.00	LF	\$15.00	\$3,150.00
0048	856(A)8200 TRAFFIC STRIPE(MULTI-POLY.)(4" WIDE)	1,000.00	LF	\$3.00	\$3,000.00
0049	856(A)8216 TRAFFIC STRIPE(MULTI-POLY.)(24" WIDE)	1,000.00	LF	\$10.00	\$10,000.00
0050	857(F)9700	1,000.00	LF	\$2.00	\$2,000.00

<u>Line #</u>	<u>Item Number</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extension</u>
<u>Description</u>					
<u>Supplemental Description</u>					

PAVEMENT MRKNG.REMOVAL(TRAF.STRP)

Total for Group 0301:\$1,014,200.00

Group 0600: STAKING

0051	642(B)3300	1.00	LS	\$5,000.00	\$5,000.00
CONSTRUCTION STAKING LEVEL II					

Total for Group 0600:\$5,000.00

Group 0640: CONSTRUCTION

0052	220 1100	1.00	LS	\$5,000.00	\$5,000.00
SWPPP DOCUMENTATION AND MANAGEMENT					

0053	641 2110	1.00	LS	\$103,000.00	\$103,000.00
MOBILIZATION					

Total for Group 0640:\$108,000.00

CITY OF BETHANY

From: Elizabeth Gray, City Manager
Date: February 21, 2023
Subject: Consideration and possible approval of a contract for engineering services with TEIM Design for the Peniel Sanitary Sewer Project for the Federal Government American Rescue Plan Act grant.

BACKGROUND

The City of Bethany has received funds provided by the Federal Government through the American Rescue Plan Act (ARPA) and has received funds totaling \$3,364,956. On October 5, 2021, the City Council dedicated these funds for much needed sewer infrastructure improvements by adopting Resolution No. 1632.

On November 1, 2022, City Council dedicated these funds for improving and replacing the sanitary sewer line on Peniel Avenue. This line is the backbone of Bethany's Sanitary sewer and carries over 40% of its flow. Engineering/design fees will be included in the grant.

Staff recommends approval of this contract.

RECOMMENDATION

1. Approve selection of TEIM Design as Engineer for the ARPA Project for Peniel Wastewater improvements and authorize the Mayor to sign the contact.

ADDITIONAL COMMENTS

Please see the attached contract.
No grant match is required.



**CITY OF BETHANY, OKLAHOMA
ENGINEERING CONTRACT**

This contract entered into between the City of Bethany, Oklahoma, hereinafter called the “City”; and TEIM Design, PLLC., 3020 NW 149th Street, Oklahoma City, Oklahoma, hereinafter called the “Engineer”. This _____ day of February 2023 for the purpose of providing engineering services and prepare contract documents for the American Rescue Plan Act Grant for Peniel Wastewater Improvements, hereinafter referred to as the PROJECT;

The City and Engineer in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by Engineer and the payment for those services by City, as set forth below.

Engineer shall serve as City’s professional engineering representative in those phases of the PROJECT to which this agreement applies and will give consideration and advice to City during the performance of their services.

SECTION 1

A. BASIC SERVICES OF ENGINEER

1. The Engineer shall perform professional services as hereinafter stated which include normal civil, surveying, and geotechnical activities as required.
2. To comply with all federal, state, and local laws, regulations, and ordinances applicable to the work.
3. That prior to beginning the work, the Engineer shall obtain and furnish current copies (certificates) to the City of:
 - a) Workers’ Compensation Insurance in accordance with the laws of the State of Oklahoma.
 - b) Policy Limits: The insurance coverage and limits required of the Engineer under this Contract are designed to meet the minimum requirements of the City and its participating trusts.
 - c) Commercial General Liability Insurance. The Engineer shall provide and maintain commercial general liability insurance coverage sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., (GTCA) and any amendment or addition thereto, as provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property,

including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,00000) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- d) Automobile Liability Insurance. The Engineer shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- e) Professional Liability Insurance in the amount of \$1,000,000. This insurance (A, B, C, & D) shall be maintained a full force and effect during the life of this engineering contract.

7. Indemnity

Subject to the laws of Oklahoma and applicable federal law, Engineer agrees to defend and hold harmless the City of Bethany for the negligent and intentional acts of the Engineer's own employees, agents, representatives, divisions, and affiliates that arise out of or are related to the performance of any of the Engineer's obligations under this Agreement.

8. That the Engineer and his subcontractors are to maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times, during the contract period for three years from the date of final payment under the contract, for inspection by the City and copies thereof shall be furnished if requested.

9. Preliminary Design Phase

After written authorization to proceed with the Preliminary Phase, Engineer shall:

- 9.1 In consultation with the City and on the basis of the Scope of Services (Exhibit "A"), prepare preliminary design documents consisting of final design criteria, preliminary plans, and outline specifications.
- 9.2 Based on preliminary design plans, submit an opinion of probable cost for the project including construction cost, contingencies, and compensation for all professionals and consultant services.
- 9.3 Furnish three (3) copies of the above preliminary design plans and present and review them in person with the City.

10. Final Design Phase

After written authorization to proceed with the Final Design Phase, Engineer shall:

- 10.1 On the basis of the accepted preliminary design plans, incorporate in the contract documents final plans, quantities, construction estimates, and specifications to show the character and scope of the work to be performed by the Contractors on the PROJECT.
- 10.2 Furnish to City such documents and design data as may be required and assist in the preparation of the required documents so that the City may obtain approvals of such governmental authorities as have jurisdiction over design criteria applicable to the PROJECT and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 10.3 Advise the City of any adjustments to their latest opinion of probable project cost caused by changes in design requirements or construction costs and furnish a revised opinion of probable project cost based on the drawings and specifications.
- 10.4 Prepare bid forms, notice to bidders, instruction to bidders, general conditions, and supplementary conditions, and assist in the preparation of other related documents.
- 10.5 Furnish three (3) copies of the above documents and present and review them in person with the City.
- 10.6 Furnish five (5) copies of the approved final design documents to the City.

- 10.7 Assist the City in the acquisition of the required local, State and Federal government permits (ODEQ, OWRB, etc.) and private permits (railroad, utility, etc.). The Engineer shall at no additional cost to City provide sets of construction plans and specifications as may be necessary for application of such permits.

11. Advertising and Bidding Phase

After written authorization to proceed with the Advertising and Bidding Phase, the Engineer shall:

- 11.1 Assist City in obtaining bids or negotiating proposals for the construction contract. The Engineer shall supply prospective bidders with the project plans and contract documents for a fee to be retained by the Engineer to cover the costs for reproduction, etc.; the amount of the fee to be agreed upon by the Engineer and the City. The Engineer shall record the name, address, telephone number, and email address of each prospective bidder obtaining the contract documents.
- 11.2 Attend the Pre-Bid Conference to assist the City in answering any questions pertaining to the PROJECT which the prospective bidders may have.
- 11.3 Consult with and advise the City as to the acceptability of sub-contractors and other persons or organizations proposed by the Contractor(s) for those portions of the work as to which such acceptability is required by the contract documents.
- 11.4 Consult with and advise the City as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution is permitted by the contract documents.
- 11.5 Assist the City in evaluation bids or proposals and in assembling and awarding contracts.

12. Construction Phase

During the Construction Phase, the Engineer shall:

- 12.1 Consult with and advise the City and act as their representative. All of the City's instructions to contractor(s) will be issued through the City Manager or their designated representative.
- 12.2 Make monthly visits to the site to observe as an experienced and qualified design professionals, the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract document; they shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work; shall not be responsible for the means, methods, techniques, sequences or

procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). Their efforts will be directed toward providing assurance for City that the completed PROJECT will conform to the contract documents; but they shall not be responsible for the failure of Contractor(s) to perform construction work in accordance with the contract documents. During such visits and on the basis of their on-site observances, they shall provide the City written reports on the progress, performance, and quality of the work. The Engineer shall endeavor to guard the City against defects and deficiencies in the work of Contractor(s) and may recommend to City the disapproval or rejection of work as failing to conform to the contract documents.

- 12.3 Review and approve shop drawings and samples, the results of tests and inspections and other data which any Contractor is required to submit, but only for conformance with the design concept of the PROJECT and compliance with the information given in the contract documents; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the contract documents.
- 12.4 Conduct, when notified by City, a final inspection of the project and provide the City a written report indicating the Engineer's opinion as to the conformance of the completed work to the contract documents, quality of the work performed, performance of the Contractor(s) and a list of any deficient items.
- 12.5 Perform such additional services as may be set forth under this phase of the work as shown in Exhibit "A".

SECTION 2

CITY RESPONSIBILITIES

The City Shall:

1. To pay a total fee based on hourly rates or lump sum amount. The total fee for provided services are presented on EXHIBIT "A".

Said payments to be made based on monthly invoices for hours worked or percent complete on lump sum projects.
2. Provide full information as to their requirements for the project.
3. Assist the Engineer by placing at their disposal all available information pertinent to the project including previous reports and any other data relative to design and construction of the PROJECT.

4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer and render in writing decisions pertaining within a reasonable time so as not to delay the services of the Engineer.
5. Pay all permitting costs associated with the PROJECT.
6. Pay all advertising costs incident to obtaining bids or proposals from Contractor(s).
7. Return to the Engineer submitted project documents for City's review on which the Engineer has not substantially addressed previously noted provisions and comments. The Engineer's contract time will not be suspended for submission of project documents which do not contain substantial revisions.
8. Provide a testing firm and pay all costs for testing, as required for design of the PROJECT, unless specified otherwise.
9. Designate in writing a person to act as the City's representative with respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Engineer's services.
10. Issue all instructions to the Engineer; act as interpreter of the requirements of the contract documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of the Engineer relating to the execution and progress of the work and all other matters and questions related thereto.
11. In consultation with the Engineer, issue all instructions to Contractor(s); prepare routine change orders as required; require, if deemed appropriate, special inspection or testing of the work; act as interpreter of the requirements of the contract documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of the City and Contractor(s) relating to the execution and progress of the work and all other matters and questions related thereto.
12. Have the City Manager or their designated representative, based on their on-site observations and project inspection reports, determine the amounts owing to Contractor(s).
13. Conduct an inspection to determine if the PROJECT is substantially complete and a final inspection to determine if the project has been completed in accordance with the contract documents and if each Contractor has fulfilled all obligations thereunder so that City may approve, in writing, final payment to each Contractor.

SECTION 3

It is further mutually agreed by the City and the Engineer that:

1. For any major revision in the character or scope of the work in design ordered in writing by the City, a supplemental agreement will be negotiated, prior to performing the additional work.
2. The City reserves the right to terminate the contract at any time, and if the PROJECT should be abandoned, or the processing of the PROJECT be indefinitely postponed, or if the contract is terminated for any other reasons, the Engineer shall be paid the reasonable value by the City for the data delivered or is ready for delivery upon receipt thereof based upon availability of funds for this work, and such determination by the City shall be conclusive and binding.
3. The Engineer is, and shall be, in the performance of all work, services and activities an independent contractor, and not an employee, agent, or servant of the City of Bethany. The tort liability of the City of Bethany is exclusively governed by the "Oklahoma Governmental Tort Claims Act". The City reserves the right to terminate this contract at any time, and if this project should be abandoned, or the processing of same indefinitely postponed, or this contract terminated for any other reason, the Engineer shall be paid by the City the reasonable value for the data delivered or ready for delivery upon receipt thereof, and such determination by the City shall be conclusive and binding.
4. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred for determination by the City or their duly authorized representative whose decision after approval by the City in the matter shall be final and conclusive on the parties to the contract.
5. The Engineer shall furnish all engineering services, labor, equipment, and incidentals as may be required to perform this contract, except as otherwise provided herein.
6. All work performed and submitted under this contract shall be done in a manner acceptable to the City.
7. A detailed scope of services is attached as EXHIBIT "A", which is hereby incorporated into this contract.
8. This agreement shall be binding upon and inure to the benefit of successors or assigns of the parties hereto.

EXHIBIT “A”
Scope of Services Services

CITY OF BETHANY
Peniel Wastewater Improvements

The Scope of Work shall include all necessary services to furnish complete detailed construction plans and bidding documents for the work identified below:

- Replace aging Peniel Lift Station including electrical and mechanical equipment.
- Replace approximately 5,000 linear feet of sanitary sewer north of the Peniel Lift Station
- Rehabilitate manholes as needed, and reconnect existing collection lines and service lines.

The total cost of Engineering Services for this work is \$416,000.00 lump sum.

Construction Inspection can be provided on an hourly basis not to exceed \$96,000 consistent with Exhibit “B”.

EXHIBIT “B”

Compensation for Hourly Engineering Services & Payments

Compensation.

A. The Engineer shall be compensated at the following hourly rates for Project Engineering services performed.

<u>Personnel</u>	<u>Rate</u>
Principal	\$210
Senior Architect	\$179
Senior Engineer	\$179
Project Engineer	\$137
Structural Engineer	\$148
Engineer Intern	\$93
Traffic Engineer	\$172
Environmental Specialist	\$137
CADD Technician	\$104
Design Technician	\$140
Clerical/Admin	\$87
Construction Engineer	\$148
Construction Technician	\$99
Inspector	\$114
Senior Planner	\$158
Planner	\$116

Payments.

A. Payment of claims for hourly work completed on each task may be submitted. Invoices for the amount and value of the work and services performed by the Engineer shall be submitted monthly to the City and shall meet the standards of quality as established under this Contract. The City agrees to pay the Engineer, as compensation for such engineering services as listed herein. The invoices shall be prepared and submitted by the Engineer and be accompanied by all supporting data required by the City. Payment of any invoice for any work or services is not deemed to be recognition of satisfactory performance of said work or services or a waiver of any right of the City or any obligation of the Engineer should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Contract.

B. Final payments for assigned projects shall not be deemed to waive any rights or obligations of the parties to this Contract.

EXHIBIT "C"
EQUAL OPPORTUNITY CLAUSE

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the Engineer agrees as follows:

(1) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Engineer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Engineer's legal duty to furnish information.

(4) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Engineer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

EXHIBIT “D”

Federal Requirements Under 2 CFR PART 200, Appendix II, As Applicable

A. **Simplified Acquisition Threshold.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. §1908, as may be amended from time to time, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. **Contract Minimum for Termination for Cause and Convenience.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

C. **Davis Bacon Act, as amended (40 U.S.C. §3141–3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

D. **Copeland Anti-Kick Back Act.** Contracts must also include a provision for compliance with the Copeland “Antikickback” Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. **Contract Work Hours and Safety Standards Act (40 U.S.C. §3701–3708).** Where applicable, all contracts awarded by the nonfederal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §3702 and §3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. §3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply

to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

G. Energy Policy and Conservation Act. Contractor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201).

H. Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.

J. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications

equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

See Public Law 115-232, section 889 for additional information.

See also § 200.471.

L. Procurement of Recovered Materials. See 2 CFR §200.322.

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: December 14, 2022
Subject: Consideration and possible approval to award the Engineering Contract for the American Rescue Plan Act (ARPA)-Oklahoma Water Resources Board (OWRB) grant for Water Meter Automation Improvements project to TEIM Design.

BACKGROUND

The City of Bethany passed Resolution No. 1662 giving permission to apply for and match a \$1.5M grant to make improvements to and replace aging, manual read meters in the City of Bethany with new automated meters. The City was recently notified of the successful award of this grant, which the City will match with \$1.5M. For a total project of 3M.

On November 10, 2022, the City of Bethany advertised a request for qualifications for City Engineering services for this project. On December 20, 2022, the council awarded the successful Request for qualifications to TEIM Design.

City Council has now received the attached proposed contract for engineering services for the ARPA funded Water Meter Automation Improvements Project from TEIM Design for consideration. Engineering/design fees will be paid as part of the ARPA grant. Grant match will come from either the stabilization reserve or a loan from the hospital trust. This budget adjustment will come to council at the March 1 meeting.

Staff recommends approval of this contract.

RECOMMENDATION

1. Approve the contract for Engineering services and design for the OWRB/ARPA automated water metering improvements project to TEIM Design and authorize the Mayor to sign the contract for the City of Bethany

ADDITIONAL COMMENTS

See attached contract

A circular stamp containing the handwritten initials "dg" in blue ink.

**CITY OF BETHANY, OKLAHOMA
ENGINEERING CONTRACT**

This contract entered into between the City of Bethany, Oklahoma, hereinafter called the “City”; and TEIM Design, PLLC., 3020 NW 149th Street, Oklahoma City, Oklahoma, hereinafter called the “Engineer”. This _____ day of February 2023 for the purpose of providing engineering services and prepare contract documents for the American Rescue Plan Act Grant for Water Meter Automation Improvements, hereinafter referred to as the PROJECT;

The City and Engineer in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by Engineer and the payment for those services by City, as set forth below.

Engineer shall serve as City’s professional engineering representative in those phases of the PROJECT to which this agreement applies and will give consideration and advice to City during the performance of their services.

SECTION 1

A. BASIC SERVICES OF ENGINEER

1. The Engineer shall perform professional services as hereinafter stated which include normal civil, surveying, and geotechnical activities as required.
2. To comply with all federal, state, and local laws, regulations, and ordinances applicable to the work.
3. That prior to beginning the work, the Engineer shall obtain and furnish current copies (certificates) to the City of:
 - a) Workers’ Compensation Insurance in accordance with the laws of the State of Oklahoma.
 - b) Policy Limits: The insurance coverage and limits required of the Engineer under this Contract are designed to meet the minimum requirements of the City and its participating trusts.
 - c) Commercial General Liability Insurance. The Engineer shall provide and maintain commercial general liability insurance coverage sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., (GTCA) and any amendment or addition thereto, as provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property,

including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,00000) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- d) Automobile Liability Insurance. The Engineer shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- e) Professional Liability Insurance in the amount of \$1,000,000. This insurance (A, B, C, & D) shall be maintained a full force and effect during the life of this engineering contract.

7. Indemnity

Subject to the laws of Oklahoma and applicable federal law, Engineer agrees to defend and hold harmless the City of Bethany for the negligent and intentional acts of the Engineer's own employees, agents, representatives, divisions, and affiliates that arise out of or are related to the performance of any of the Engineer's obligations under this Agreement.

8. That the Engineer and his subcontractors are to maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times, during the contract period for three years from the date of final payment under the contract, for inspection by the City and copies thereof shall be furnished if requested.

9. Preliminary Design Phase

After written authorization to proceed with the Preliminary Phase, Engineer shall:

- 9.1 In consultation with the City and on the basis of the Scope of Services (Exhibit "A"), prepare preliminary design documents consisting of final design criteria, preliminary plans, and outline specifications.
- 9.2 Based on preliminary design plans, submit an opinion of probable cost for the project including construction cost, contingencies, and compensation for all professionals and consultant services.
- 9.3 Furnish three (3) copies of the above preliminary design plans and present and review them in person with the City.

10. Final Design Phase

After written authorization to proceed with the Final Design Phase, Engineer shall:

- 10.1 On the basis of the accepted preliminary design plans, incorporate in the contract documents final plans, quantities, construction estimates, and specifications to show the character and scope of the work to be performed by the Contractors on the PROJECT.
- 10.2 Furnish to City such documents and design data as may be required and assist in the preparation of the required documents so that the City may obtain approvals of such governmental authorities as have jurisdiction over design criteria applicable to the PROJECT and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 10.3 Advise the City of any adjustments to their latest opinion of probable project cost caused by changes in design requirements or construction costs and furnish a revised opinion of probable project cost based on the drawings and specifications.
- 10.4 Prepare bid forms, notice to bidders, instruction to bidders, general conditions, and supplementary conditions, and assist in the preparation of other related documents.
- 10.5 Furnish three (3) copies of the above documents and present and review them in person with the City.
- 10.6 Furnish five (5) copies of the approved final design documents to the City.

- 10.7 Assist the City in the acquisition of the required local, State and Federal government permits (ODEQ, OWRB, etc.) and private permits (railroad, utility, etc.). The Engineer shall at no additional cost to City provide sets of construction plans and specifications as may be necessary for application of such permits.

11. Advertising and Bidding Phase

After written authorization to proceed with the Advertising and Bidding Phase, the Engineer shall:

- 11.1 Assist City in obtaining bids or negotiating proposals for the construction contract. The Engineer shall supply prospective bidders with the project plans and contract documents for a fee to be retained by the Engineer to cover the costs for reproduction, etc.; the amount of the fee to be agreed upon by the Engineer and the City. The Engineer shall record the name, address, telephone number, and email address of each prospective bidder obtaining the contract documents.
- 11.2 Attend the Pre-Bid Conference to assist the City in answering any questions pertaining to the PROJECT which the prospective bidders may have.
- 11.3 Consult with and advise the City as to the acceptability of sub-contractors and other persons or organizations proposed by the Contractor(s) for those portions of the work as to which such acceptability is required by the contract documents.
- 11.4 Consult with and advise the City as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution is permitted by the contract documents.
- 11.5 Assist the City in evaluation bids or proposals and in assembling and awarding contracts.

12. Construction Phase

During the Construction Phase, the Engineer shall:

- 12.1 Consult with and advise the City and act as their representative. All of the City's instructions to contractor(s) will be issued through the City Manager or their designated representative.
- 12.2 Make monthly visits to the site to observe as an experienced and qualified design professionals, the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract document; they shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work; shall not be responsible for the means, methods, techniques, sequences or

procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). Their efforts will be directed toward providing assurance for City that the completed PROJECT will conform to the contract documents; but they shall not be responsible for the failure of Contractor(s) to perform construction work in accordance with the contract documents. During such visits and on the basis of their on-site observances, they shall provide the City written reports on the progress, performance, and quality of the work. The Engineer shall endeavor to guard the City against defects and deficiencies in the work of Contractor(s) and may recommend to City the disapproval or rejection of work as failing to conform to the contract documents.

- 12.3 Review and approve shop drawings and samples, the results of tests and inspections and other data which any Contractor is required to submit, but only for conformance with the design concept of the PROJECT and compliance with the information given in the contract documents; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the contract documents.
- 12.4 Conduct, when notified by City, a final inspection of the project and provide the City a written report indicating the Engineer's opinion as to the conformance of the completed work to the contract documents, quality of the work performed, performance of the Contractor(s) and a list of any deficient items.
- 12.5 Perform such additional services as may be set forth under this phase of the work as shown in Exhibit "A".

SECTION 2

CITY RESPONSIBILITIES

The City Shall:

1. To pay a total fee based on hourly rates or lump sum amount. The total fee for provided services are presented on EXHIBIT "A".

Said payments to be made based on monthly invoices for hours worked or percent complete on lump sum projects.
2. Provide full information as to their requirements for the project.
3. Assist the Engineer by placing at their disposal all available information pertinent to the project including previous reports and any other data relative to design and construction of the PROJECT.

4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer and render in writing decisions pertaining within a reasonable time so as not to delay the services of the Engineer.
5. Pay all permitting costs associated with the PROJECT.
6. Pay all advertising costs incident to obtaining bids or proposals from Contractor(s).
7. Return to the Engineer submitted project documents for City's review on which the Engineer has not substantially addressed previously noted provisions and comments. The Engineer's contract time will not be suspended for submission of project documents which do not contain substantial revisions.
8. Provide a testing firm and pay all costs for testing, as required for design of the PROJECT, unless specified otherwise.
9. Designate in writing a person to act as the City's representative with respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Engineer's services.
10. Issue all instructions to the Engineer; act as interpreter of the requirements of the contract documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of the Engineer relating to the execution and progress of the work and all other matters and questions related thereto.
11. In consultation with the Engineer, issue all instructions to Contractor(s); prepare routine change orders as required; require, if deemed appropriate, special inspection or testing of the work; act as interpreter of the requirements of the contract documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of the City and Contractor(s) relating to the execution and progress of the work and all other matters and questions related thereto.
12. Have the City Manager or their designated representative, based on their on-site observations and project inspection reports, determine the amounts owing to Contractor(s).
13. Conduct an inspection to determine if the PROJECT is substantially complete and a final inspection to determine if the project has been completed in accordance with the contract documents and if each Contractor has fulfilled all obligations thereunder so that City may approve, in writing, final payment to each Contractor.

SECTION 3

It is further mutually agreed by the City and the Engineer that:

1. For any major revision in the character or scope of the work in design ordered in writing by the City, a supplemental agreement will be negotiated, prior to performing the additional work.
2. The City reserves the right to terminate the contract at any time, and if the PROJECT should be abandoned, or the processing of the PROJECT be indefinitely postponed, or if the contract is terminated for any other reasons, the Engineer shall be paid the reasonable value by the City for the data delivered or is ready for delivery upon receipt thereof based upon availability of funds for this work, and such determination by the City shall be conclusive and binding.
3. The Engineer is, and shall be, in the performance of all work, services and activities an independent contractor, and not an employee, agent, or servant of the City of Bethany. The tort liability of the City of Bethany is exclusively governed by the "Oklahoma Governmental Tort Claims Act". The City reserves the right to terminate this contract at any time, and if this project should be abandoned, or the processing of same indefinitely postponed, or this contract terminated for any other reason, the Engineer shall be paid by the City the reasonable value for the data delivered or ready for delivery upon receipt thereof, and such determination by the City shall be conclusive and binding.
4. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred for determination by the City or their duly authorized representative whose decision after approval by the City in the matter shall be final and conclusive on the parties to the contract.
5. The Engineer shall furnish all engineering services, labor, equipment, and incidentals as may be required to perform this contract, except as otherwise provided herein.
6. All work performed and submitted under this contract shall be done in a manner acceptable to the City.
7. A detailed scope of services is attached as EXHIBIT "A", which is hereby incorporated into this contract.
8. This agreement shall be binding upon and inure to the benefit of successors or assigns of the parties hereto.

EXHIBIT “A”
Scope of Services Services

CITY OF BETHANY
Water Meter Automation Improvements

The Scope of Work shall include all necessary services to furnish complete detailed construction plans and bidding documents for the work identified below:

- Replace aging water meters with new automated meter infrastructure.
- Specify materials such as ultrasonic water meters with radio and antenna.
- Include cellular infrastructure installed on water towers with gateway data collectors.
- Specify software for utility billing and training city staff.

The total cost of Engineering Services for this work is \$432,000.00 lump sum.

Construction Inspection can be provided on an hourly basis not to exceed \$90,000 consistent with Exhibit “B”.

EXHIBIT “B”

Compensation for Hourly Engineering Services & Payments

Compensation.

A. The Engineer shall be compensated at the following hourly rates for Project Engineering services performed.

<u>Personnel</u>	<u>Rate</u>
Principal	\$210
Senior Architect	\$179
Senior Engineer	\$179
Project Engineer	\$137
Structural Engineer	\$148
Engineer Intern	\$93
Traffic Engineer	\$172
Environmental Specialist	\$137
CADD Technician	\$104
Design Technician	\$140
Clerical/Admin	\$87
Construction Engineer	\$148
Construction Technician	\$99
Inspector	\$114
Senior Planner	\$158
Planner	\$116

Payments.

A. Payment of claims for hourly work completed on each task may be submitted. Invoices for the amount and value of the work and services performed by the Engineer shall be submitted monthly to the City and shall meet the standards of quality as established under this Contract. The City agrees to pay the Engineer, as compensation for such engineering services as listed herein. The invoices shall be prepared and submitted by the Engineer and be accompanied by all supporting data required by the City. Payment of any invoice for any work or services is not deemed to be recognition of satisfactory performance of said work or services or a waiver of any right of the City or any obligation of the Engineer should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Contract.

B. Final payments for assigned projects shall not be deemed to waive any rights or obligations of the parties to this Contract.

EXHIBIT "C"
EQUAL OPPORTUNITY CLAUSE

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the Engineer agrees as follows:

(1) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Engineer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Engineer's legal duty to furnish information.

(4) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Engineer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

EXHIBIT “D”

Federal Requirements Under 2 CFR PART 200, Appendix II, As Applicable

A. **Simplified Acquisition Threshold.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. §1908, as may be amended from time to time, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. **Contract Minimum for Termination for Cause and Convenience.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

C. **Davis Bacon Act, as amended (40 U.S.C. §3141–3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

D. **Copeland Anti-Kick Back Act.** Contracts must also include a provision for compliance with the Copeland “Antikickback” Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. **Contract Work Hours and Safety Standards Act (40 U.S.C. §3701–3708).** Where applicable, all contracts awarded by the nonfederal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §3702 and §3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. §3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply

to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

G. Energy Policy and Conservation Act. Contractor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201).

H. Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.

J. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications

equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

See Public Law 115-232, section 889 for additional information.

See also § 200.471.

L. Procurement of Recovered Materials. See 2 CFR §200.322.

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: February 21, 2023
Subject: Consideration and possible award of the contract for Engineering/design services for the American Rescue Plan Act Water Production and Capacity grant to TEIM Design.

BACKGROUND

The City of Bethany was recently notified of a direct appropriation from the state legislature of \$4.6M for the purpose of increasing water production and capacity, to make improvements to the wells and well-field in the City of Bethany

On October 28, 2022, the City of Bethany selected TEIM Design's request for qualifications for City Engineering services for this project.

City Council has now received the attached proposed contract for engineering services for the ARPA funded Well and Wellfield Improvements Project from TEIM Design for consideration. Engineering/design fees are included in the grant funding.

Staff recommends approval of this contract.

RECOMMENDATION

1. Approve contract award to TEIM design for Engineering services for the State Legislature/ ARPA Well and Wellfield Improvements Project and authorize the Mayor to sign the Contract.

ADDITIONAL COMMENTS

See attached contract document
No grant match is required for this grant



**CITY OF BETHANY, OKLAHOMA
ENGINEERING CONTRACT**

This contract entered into between the City of Bethany, Oklahoma, hereinafter called the “City”; and TEIM Design, PLLC., 3020 NW 149th Street, Oklahoma City, Oklahoma, hereinafter called the “Engineer”. This _____ day of February 2023 for the purpose of providing engineering services and prepare contract documents for the American Rescue Plan Act Grant for Well and Wellfield Improvements, hereinafter referred to as the PROJECT;

The City and Engineer in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by Engineer and the payment for those services by City, as set forth below.

Engineer shall serve as City’s professional engineering representative in those phases of the PROJECT to which this agreement applies and will give consideration and advice to City during the performance of their services.

SECTION 1

A. BASIC SERVICES OF ENGINEER

1. The Engineer shall perform professional services as hereinafter stated which include normal civil, surveying, and geotechnical activities as required.
2. To comply with all federal, state, and local laws, regulations, and ordinances applicable to the work.
3. That prior to beginning the work, the Engineer shall obtain and furnish current copies (certificates) to the City of:
 - a) Workers’ Compensation Insurance in accordance with the laws of the State of Oklahoma.
 - b) Policy Limits: The insurance coverage and limits required of the Engineer under this Contract are designed to meet the minimum requirements of the City and its participating trusts.
 - c) Commercial General Liability Insurance. The Engineer shall provide and maintain commercial general liability insurance coverage sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., (GTCA) and any amendment or addition thereto, as provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property,

including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,00000) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- d) Automobile Liability Insurance. The Engineer shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- e) Professional Liability Insurance in the amount of \$1,000,000. This insurance (A, B, C, & D) shall be maintained a full force and effect during the life of this engineering contract.

7. Indemnity

Subject to the laws of Oklahoma and applicable federal law, Engineer agrees to defend and hold harmless the City of Bethany for the negligent and intentional acts of the Engineer's own employees, agents, representatives, divisions, and affiliates that arise out of or are related to the performance of any of the Engineer's obligations under this Agreement.

8. That the Engineer and his subcontractors are to maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times, during the contract period for three years from the date of final payment under the contract, for inspection by the City and copies thereof shall be furnished if requested.

9. Preliminary Design Phase

After written authorization to proceed with the Preliminary Phase, Engineer shall:

- 9.1 In consultation with the City and on the basis of the Scope of Services (Exhibit "A"), prepare preliminary design documents consisting of final design criteria, preliminary plans, and outline specifications.
- 9.2 Based on preliminary design plans, submit an opinion of probable cost for the project including construction cost, contingencies, and compensation for all professionals and consultant services.
- 9.3 Furnish three (3) copies of the above preliminary design plans and present and review them in person with the City.

10. Final Design Phase

After written authorization to proceed with the Final Design Phase, Engineer shall:

- 10.1 On the basis of the accepted preliminary design plans, incorporate in the contract documents final plans, quantities, construction estimates, and specifications to show the character and scope of the work to be performed by the Contractors on the PROJECT.
- 10.2 Furnish to City such documents and design data as may be required and assist in the preparation of the required documents so that the City may obtain approvals of such governmental authorities as have jurisdiction over design criteria applicable to the PROJECT and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 10.3 Advise the City of any adjustments to their latest opinion of probable project cost caused by changes in design requirements or construction costs and furnish a revised opinion of probable project cost based on the drawings and specifications.
- 10.4 Prepare bid forms, notice to bidders, instruction to bidders, general conditions, and supplementary conditions, and assist in the preparation of other related documents.
- 10.5 Furnish three (3) copies of the above documents and present and review them in person with the City.
- 10.6 Furnish five (5) copies of the approved final design documents to the City.

- 10.7 Assist the City in the acquisition of the required local, State and Federal government permits (ODEQ, OWRB, etc.) and private permits (railroad, utility, etc.). The Engineer shall at no additional cost to City provide sets of construction plans and specifications as may be necessary for application of such permits.

11. Advertising and Bidding Phase

After written authorization to proceed with the Advertising and Bidding Phase, the Engineer shall:

- 11.1 Assist City in obtaining bids or negotiating proposals for the construction contract. The Engineer shall supply prospective bidders with the project plans and contract documents for a fee to be retained by the Engineer to cover the costs for reproduction, etc.; the amount of the fee to be agreed upon by the Engineer and the City. The Engineer shall record the name, address, telephone number, and email address of each prospective bidder obtaining the contract documents.
- 11.2 Attend the Pre-Bid Conference to assist the City in answering any questions pertaining to the PROJECT which the prospective bidders may have.
- 11.3 Consult with and advise the City as to the acceptability of sub-contractors and other persons or organizations proposed by the Contractor(s) for those portions of the work as to which such acceptability is required by the contract documents.
- 11.4 Consult with and advise the City as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution is permitted by the contract documents.
- 11.5 Assist the City in evaluation bids or proposals and in assembling and awarding contracts.

12. Construction Phase

During the Construction Phase, the Engineer shall:

- 12.1 Consult with and advise the City and act as their representative. All of the City's instructions to contractor(s) will be issued through the City Manager or their designated representative.
- 12.2 Make monthly visits to the site to observe as an experienced and qualified design professionals, the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract document; they shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work; shall not be responsible for the means, methods, techniques, sequences or

procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). Their efforts will be directed toward providing assurance for City that the completed PROJECT will conform to the contract documents; but they shall not be responsible for the failure of Contractor(s) to perform construction work in accordance with the contract documents. During such visits and on the basis of their on-site observances, they shall provide the City written reports on the progress, performance, and quality of the work. The Engineer shall endeavor to guard the City against defects and deficiencies in the work of Contractor(s) and may recommend to City the disapproval or rejection of work as failing to conform to the contract documents.

- 12.3 Review and approve shop drawings and samples, the results of tests and inspections and other data which any Contractor is required to submit, but only for conformance with the design concept of the PROJECT and compliance with the information given in the contract documents; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the contract documents.
- 12.4 Conduct, when notified by City, a final inspection of the project and provide the City a written report indicating the Engineer's opinion as to the conformance of the completed work to the contract documents, quality of the work performed, performance of the Contractor(s) and a list of any deficient items.
- 12.5 Perform such additional services as may be set forth under this phase of the work as shown in Exhibit "A".

SECTION 2

CITY RESPONSIBILITIES

The City Shall:

1. To pay a total fee based on hourly rates or lump sum amount. The total fee for provided services are presented on EXHIBIT "A".

Said payments to be made based on monthly invoices for hours worked or percent complete on lump sum projects.
2. Provide full information as to their requirements for the project.
3. Assist the Engineer by placing at their disposal all available information pertinent to the project including previous reports and any other data relative to design and construction of the PROJECT.

4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer and render in writing decisions pertaining within a reasonable time so as not to delay the services of the Engineer.
5. Pay all permitting costs associated with the PROJECT.
6. Pay all advertising costs incident to obtaining bids or proposals from Contractor(s).
7. Return to the Engineer submitted project documents for City's review on which the Engineer has not substantially addressed previously noted provisions and comments. The Engineer's contract time will not be suspended for submission of project documents which do not contain substantial revisions.
8. Provide a testing firm and pay all costs for testing, as required for design of the PROJECT, unless specified otherwise.
9. Designate in writing a person to act as the City's representative with respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Engineer's services.
10. Issue all instructions to the Engineer; act as interpreter of the requirements of the contract documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of the Engineer relating to the execution and progress of the work and all other matters and questions related thereto.
11. In consultation with the Engineer, issue all instructions to Contractor(s); prepare routine change orders as required; require, if deemed appropriate, special inspection or testing of the work; act as interpreter of the requirements of the contract documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of the City and Contractor(s) relating to the execution and progress of the work and all other matters and questions related thereto.
12. Have the City Manager or their designated representative, based on their on-site observations and project inspection reports, determine the amounts owing to Contractor(s).
13. Conduct an inspection to determine if the PROJECT is substantially complete and a final inspection to determine if the project has been completed in accordance with the contract documents and if each Contractor has fulfilled all obligations thereunder so that City may approve, in writing, final payment to each Contractor.

SECTION 3

It is further mutually agreed by the City and the Engineer that:

1. For any major revision in the character or scope of the work in design ordered in writing by the City, a supplemental agreement will be negotiated, prior to performing the additional work.
2. The City reserves the right to terminate the contract at any time, and if the PROJECT should be abandoned, or the processing of the PROJECT be indefinitely postponed, or if the contract is terminated for any other reasons, the Engineer shall be paid the reasonable value by the City for the data delivered or is ready for delivery upon receipt thereof based upon availability of funds for this work, and such determination by the City shall be conclusive and binding.
3. The Engineer is, and shall be, in the performance of all work, services and activities an independent contractor, and not an employee, agent, or servant of the City of Bethany. The tort liability of the City of Bethany is exclusively governed by the "Oklahoma Governmental Tort Claims Act". The City reserves the right to terminate this contract at any time, and if this project should be abandoned, or the processing of same indefinitely postponed, or this contract terminated for any other reason, the Engineer shall be paid by the City the reasonable value for the data delivered or ready for delivery upon receipt thereof, and such determination by the City shall be conclusive and binding.
4. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred for determination by the City or their duly authorized representative whose decision after approval by the City in the matter shall be final and conclusive on the parties to the contract.
5. The Engineer shall furnish all engineering services, labor, equipment, and incidentals as may be required to perform this contract, except as otherwise provided herein.
6. All work performed and submitted under this contract shall be done in a manner acceptable to the City.
7. A detailed scope of services is attached as EXHIBIT "A", which is hereby incorporated into this contract.
8. This agreement shall be binding upon and inure to the benefit of successors or assigns of the parties hereto.

IN WITNESS WHEREOF, this Contract was executed and approved by the Engineer this _____ day of February 2023.

TEIM DESIGN, PLLC.

ATTEST:

STATE OF OKLAHOMA) _____
) President
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this _____ day of February 2023, by Joe Davis, P.E., as President of TEIM Design, PLLC.

My Commission Expires/Commission Number: _____
Notary Public

_____/_____ (Seal)

IN WITNESS WHEREOF, this Contract was approved and executed by the City of Bethany this _____ day of February 2023.

THE CITY OF BETHANY

ATTEST:

City Clerk

Mayor

EXHIBIT “A”
Scope of Services Services

CITY OF BETHANY
Well and Wellfield Improvements

The Scope of Work shall include all necessary services to furnish complete detailed construction plans and bidding documents for the work identified below:

- Redrill wells 8, 18, and 26 that are currently out of service.
- Redrill wells 17 and 27 that have low production and are in poor condition.
- Evaluate and rehabilitate wells 2, 5, 9, 15, 16, 25, 212, and 213.
- Additional wellfield improvements such as well houses and electrical, SCADA, and security fences will be included. Wellfield transmission lines’ final design will be based on analysis of the well pumps discharge to ensure proper sizing and configuration.

The total cost of Engineering Services for this work is \$552,000.00 lump sum.

Construction Inspection can be provided on an hourly basis not to exceed \$140,000 consistent with Exhibit “B”.

EXHIBIT “B”

Compensation for Hourly Engineering Services & Payments

Compensation.

A. The Engineer shall be compensated at the following hourly rates for Project Engineering services performed.

<u>Personnel</u>	<u>Rate</u>
Principal	\$210
Senior Architect	\$179
Senior Engineer	\$179
Project Engineer	\$137
Structural Engineer	\$148
Engineer Intern	\$93
Traffic Engineer	\$172
Environmental Specialist	\$137
CADD Technician	\$104
Design Technician	\$140
Clerical/Admin	\$87
Construction Engineer	\$148
Construction Technician	\$99
Inspector	\$114
Senior Planner	\$158
Planner	\$116

Payments.

A. Payment of claims for hourly work completed on each task may be submitted. Invoices for the amount and value of the work and services performed by the Engineer shall be submitted monthly to the City and shall meet the standards of quality as established under this Contract. The City agrees to pay the Engineer, as compensation for such engineering services as listed herein. The invoices shall be prepared and submitted by the Engineer and be accompanied by all supporting data required by the City. Payment of any invoice for any work or services is not deemed to be recognition of satisfactory performance of said work or services or a waiver of any right of the City or any obligation of the Engineer should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Contract.

B. Final payments for assigned projects shall not be deemed to waive any rights or obligations of the parties to this Contract.

EXHIBIT "C"
EQUAL OPPORTUNITY CLAUSE

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the Engineer agrees as follows:

(1) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Engineer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Engineer's legal duty to furnish information.

(4) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Engineer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

EXHIBIT “D”

Federal Requirements Under 2 CFR PART 200, Appendix II, As Applicable

A. **Simplified Acquisition Threshold.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. §1908, as may be amended from time to time, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. **Contract Minimum for Termination for Cause and Convenience.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

C. **Davis Bacon Act, as amended (40 U.S.C. §3141–3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

D. **Copeland Anti-Kick Back Act.** Contracts must also include a provision for compliance with the Copeland “Antikickback” Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. **Contract Work Hours and Safety Standards Act (40 U.S.C. §3701–3708).** Where applicable, all contracts awarded by the nonfederal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §3702 and §3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. §3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply

to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

G. Energy Policy and Conservation Act. Contractor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201).

H. Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.

J. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications

equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

See Public Law 115-232, section 889 for additional information.

See also § 200.471.

L. Procurement of Recovered Materials. See 2 CFR §200.322.

BETHANY CITY COUNCIL

From: Robert Ray Jones, Jr.
Date: February 15, 2023
Subject: TSET Tobacco clarification in our ordinance

BACKGROUND

The State of Oklahoma has enacted several changes to State law regarding tobacco, nicotine and vaping beginning with a change to the minimum age from eighteen years of age to twenty-one years of age for purposes of purchase and consumption of tobacco. These changes necessitated changes to the City of Bethany’s ordinances governing tobacco, nicotine and vaping so that the city’s ordinances are not contrary to state law. The City has made these changes and additionally did so to become eligible to receive grant funding in connection with The Tobacco Settlement Endowment Trust (TSET).

TSET has advised that our ordinance appears to have conflicting language that may prevent the city from receiving grant funding. Specifically, TSET contends “In your ordinance, as submitted, there is language that says smoking is not allowed within 25 feet of entrances/exits. This language is contradictory to other language indicating no smoking is allowed anywhere on the property whether indoors or outdoors. Removal of that contradictory language so that the only language pertaining to smoking is the piece about it not being allowed anywhere on city owned property whether indoors or outdoors, will result in the policy being rated at 100%.”

The language is not contradictory. It is possible that smoking can occur outside of the property lines of land owned by the City of Bethany but be within twenty-five feet of an entrance or exit of a building owned by the city. There are at least three locations where this could occur: the public works department front entrance, the street maintenance front door, and a door of a shed located at the water treatment facility. However, it appears that the property lines for each of these locations are between 22 and 24 feet from the entrances or exits. Furthermore, any future construction would have setback requirements eliminating any concern of the 25-foot rule as now stated. Thus, there is no real harm to modifying our ordinances to eliminate 25-foot clause in order to secure grant funding.

By enacting these changes, the City of Bethany will become eligible to receive grant funding. These additions appear to be consistent with State law and are within the grant of authority to enact ordinances by the State of Oklahoma with respect to tobacco.

RECOMMENDATION

- 1. Approval of ordinance change.

ADDITIONAL COMMENTS



ORDINANCE NO. 2043

AN ORDINANCE AMENDING CHAPTER 132 –TOBACCO RELATED OFFENSES -- OF THE BETHANY CODE OF ORDINANCES TO REMOVE TWENTY-FIVE FOOT CLAUSE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BETHANY, OKLAHOMA:

SECTION 1. The City Council of the City of Bethany, Oklahoma, hereby determines it necessary and expedient amend Section 132.050 (b) (ii) of the City of Bethany Code of Ordinances, which are described hereinafter:

Section 2. Section 132.050 (b) (ii) currently states:

(b) *Prohibited Conduct.*

- ii. Smoking tobacco products, nicotine products, marijuana products, or using vapor products is prohibited on all municipal property, both indoor and outdoor, including parks and recreational areas. No tobacco or marijuana smoking or marijuana vaping shall be allowed within twenty-five (25) feet of the entrance or exit of any municipal building.

Section 3. Section 132.050 (b) (ii) is amended as follows:

(b) *Prohibited Conduct.*

- ii. Smoking tobacco products, nicotine products, marijuana products, or using vapor products is prohibited on all municipal property, both indoor and outdoor, including parks and recreational areas. ~~No tobacco or marijuana smoking or marijuana vaping shall be allowed within twenty-five (25) feet of the entrance or exit of any municipal building.~~

SECTION 4. REPEALER

Any ordinance in conflict with this amendment is hereby repealed.

SECTION 5: SEVERABILITY

If any part, article, section, or subsection of this ordinance shall be held invalid or unconstitutional for any reason, such holding shall not be construed to impair or invalidate the remainder of said ordinance, notwithstanding such holding.

END

The foregoing ordinance was introduced before the Bethany City Council on the ____ day of _____, 202__, and was duly adopted and approved by the Mayor and City Council on the ____ day of _____, 202__, and after compliance with notice requirements of the Open Meeting Law (25 O.S. §§ 301, et. seq.).

ATTEST:

MAYOR

CITY CLERK

Approved as to form and legality on _____, 202__.

CITY ATTORNEY

City of Bethany General Fund
Statement of Revenues and Expense
January 2023

Agenda: 02/21/2023
Item: 17 (A)

Revenues

	2022-2023	January	Year to Date	Year to Date	Budget
	Annual Budget	Revenue	Revenue	Percentage of Budget	Remaining
SALES TAX 82.5% DEDICATED	4,471,008.00	392,700.34	2,852,824.80	63.81%	1,618,183.20
USE TAX REVENUE	1,179,195.00	135,440.94	769,992.97	65.30%	409,202.03
HOTEL TAX REVENUE	63,201.00	3,837.30	31,256.59	49.46%	31,944.41
CABLE FRANCHISE TAX REVENUE	111,945.00	0.00	61,747.80	55.16%	50,197.20
PHONE FRANCHISE TAX REVENUE	22,187.00	6,186.21	14,022.44	63.20%	8,164.56
UTILITY FRANCHISE TAX REVENUE	600,000.00	58,900.92	438,118.80	73.02%	161,881.20
OCCUPATIONAL LICENSE REVENUE	30,746.00	1,360.00	16,403.00	53.35%	14,343.00
BUILDING PERMIT REVENUE	38,450.00	2,030.00	16,477.29	42.85%	21,972.71
INSPECTION PERMIT REVENUE	36,734.00	2,327.00	19,510.50	53.11%	17,223.50
ZONING PERMITS	2,981.00	0.00	638.00	21.40%	2,343.00
ANIMAL LICENSE REVENUE	0.00	87.00	345.00	0.00%	-345.00
ABATEMENT REVENUE	0.00	0.00	1,744.43	0.00%	-1,744.43
MOTOR FUEL TAX REVENUE	37,757.00	2,968.23	21,612.45	57.24%	16,144.55
COMMERCIAL VEH TAX REVENUE	159,309.00	12,628.79	81,487.94	51.15%	77,821.06
CIGARETTE TAX REVENUE	47,918.00	3,940.82	24,845.21	51.85%	23,072.79
ALCOHOL BEVERAGE TAX REVENUE	55,000.00	4,491.57	33,477.94	60.87%	21,522.06
ACCOUNTING SERVICE REVENUE	26,400.00	0.00	13,200.00	50.00%	13,200.00
EMERGENCY MEDICAL CALL SVC FEE	281,342.00	23,389.85	162,999.98	57.94%	118,342.02
STORMWATER COMPLIANCE FEE	324,597.00	26,991.31	188,631.30	58.11%	135,965.70
CEMETARY LOT SALES REVENUE	37,029.00	2,600.00	19,950.00	53.88%	17,079.00
MINERAL RIGHTS & ROYALTIES REV	20,816.00	2,181.93	20,330.92	97.67%	485.08
POLICE FINES & COURT COST REV	750,000.00	75,579.14	474,396.54	63.25%	275,603.46
INTEREST INCOME	1,625.00	33.68	5,222.33	321.37%	-3,597.33
MISCELLANEOUS REVENUE	56,893.00	30,474.75	63,168.54	111.03%	-6,275.54
REIMBURSEMENT REVENUE	7,767.00	3,626.18	17,725.06	228.21%	-9,958.06
CREDIT CARD FEES	0.00	8,936.55	60,032.70	0.00%	-60,032.70
GRANT REVENUE	56,946.00	0.00	85,817.29	150.70%	-28,871.29
OMAG REFUNDS	52,794.00	0.00	0.00	0.00%	52,794.00
OMAG WORKER'S COMP REFUNDS	0.00	9,502.41	28,282.60	0.00%	-28,282.60
Total Revenues	8,472,640.00	810,214.92	5,524,262.42	65.20%	2,948,377.58
Transfers In	2,889,249.00	228,687.40	1,600,811.92	55.41%	1,288,437.08
Total Revenues and Transfers In	11,361,889.00	1,038,902.32	7,125,074.34	62.71%	4,236,814.66

Expenses

	2022-2023 Annual Budget	January Expenses	Year to Date Expenses	Year to Date Percentage of Budget	Budget Remaining
01.0-MANAGEMENT	888,203.00	55,137.24	515,718.47	58.06%	372,484.53
02.0-FINANCE	414,487.00	50,024.26	251,489.24	60.67%	162,997.76
03.0-MUNICIPAL COURT	624,863.00	43,434.02	331,614.60	53.07%	293,248.40
04.0-ENGINEERING	319,097.00	850.00	65,462.12	20.51%	253,634.88
05.0-POLICE	4,454,601.00	346,448.74	2,740,769.78	61.53%	1,713,831.22
06.0-FIRE	2,815,249.00	184,128.97	1,577,444.06	56.03%	1,237,804.94
07.0-COMMUNITY DEV	579,822.00	33,968.74	286,045.65	49.33%	293,776.35
08.1-PW ADMIN	166,930.00	13,237.87	87,712.66	52.54%	79,217.34
08.2-STREETS	794,852.00	53,306.23	397,924.37	50.06%	396,927.63
08.4-FLEET MAINT	90,022.00	8,608.53	64,420.22	71.56%	25,601.78
08.5-PARKS	623,404.00	32,376.58	243,676.02	39.09%	379,727.98
98.0-CONTINGENCY	250,000.00	0.00	0.00	0.00%	250,000.00
TOTAL EXPENDITURES	12,021,530.00	821,521.18	6,562,277.19	54.59%	5,459,252.81
Transfers Out	134,000.00	0.00	39,000.00	29.10%	0.00
Total Expenses and Transfers Out	12,155,530.00	821,521.18	6,601,277.19	54.31%	5,459,252.81
Revenues over (under) expenses	-793,641.00	217,381.14	523,797.15	-66.00%	-1,222,438.15

Bethany Public Works Authority
Statement of Revenues and Expenses
January 2023

Revenues

	2022-2023 Annual Budget	January Revenue	Year to Date Revenue	Year to Date Percentage of Budget	Budget Remaining
RESIDENTIAL PENALTY REVENUE	198,717.00	12,374.32	114,660.66	57.70%	84,056.34
COMMERCIAL PENALTY REVENUE	0.00	824.32	10,947.16	0.00%	-10,947.16
SOLID WASTE REVENUE	2,852,340.00	243,262.00	1,707,343.98	59.86%	1,144,996.02
WATER REVENUE	3,896,272.00	270,247.62	2,486,254.38	63.81%	1,410,017.62
WATER TAP REVENUE	2,770.00	0.00	1,446.00	52.20%	1,324.00
SEWER REVENUE	2,833,321.00	238,304.19	1,728,360.43	61.00%	1,104,960.57
SEWER TAP REVENUE	514.00	0.00	150.00	29.18%	364.00
INTEREST INCOME	25,317.00	7,423.48	54,523.48	215.36%	-29,206.48
LEASE REVENUE	121,702.00	13,090.04	86,969.73	71.46%	34,732.27
SCRAP METAL REVENUE	0.00	6.00	152.50	0.00%	-152.50
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00%	-98.92
*** TOTAL REVENUE ***	9,930,953.00	785,531.97	6,190,808.32	62.34%	3,740,144.68
Total Revenues and Transfers In	9,930,953.00	785,531.97	6,190,808.32	62.34%	3,740,144.68

Expenses

	2022-2023 Annual Budget	January Expenses	Year to Date Expenses	Year to Date Percentage of Budget	Budget Remaining
02.0-BPWA FINANCE	478,128.00	41,724.02	268,770.89	56.21%	209,357.11
08.1-BPWA ADMIN	172,030.00	16,013.88	94,730.02	55.07%	77,299.98
08.3-BPWA SANITATION	1,487,811.00	131,899.84	865,565.06	58.18%	622,245.94
08.4-BPWA FLEET MAINT	89,922.00	3,151.59	28,661.03	31.87%	61,260.97
12.0-BPWA WATER PLANT	1,751,119.00	167,134.41	1,172,315.25	66.95%	578,803.75
12.1-BPWA WATER LINE	403,392.00	27,725.52	224,726.01	55.71%	178,665.99
12.2-BPWA SEWER LINE	1,548,206.00	128,063.36	938,204.56	60.60%	610,001.44
97.0-DEBT SERVICE INTERST EXP	278,407.00	16,591.11	152,975.73	54.95%	125,431.27
98.0-CONTINGENCY	200,000.00	0.00	0.00	0.00%	200,000.00
99.0-TRANSFERS OUT	2,744,249.00	228,687.46	1,600,811.92	58.33%	1,143,437.08
Total Expenses and Transfers Out	9,153,264.00	760,991.19	5,346,760.47	58.41%	3,806,503.53
DEBT SERVICE PRINCIPAL	1,115,614.00	75,833.33	714,361.65	64.03%	401,252.35
Revenues over (under) Expenses/Debt Service	-337,925.00	-51,292.55	129,686.20	-38.38%	-467,611.20

City of Bethany
Capital Improvement Fund
Statement of Revenue And Expense
January 2023

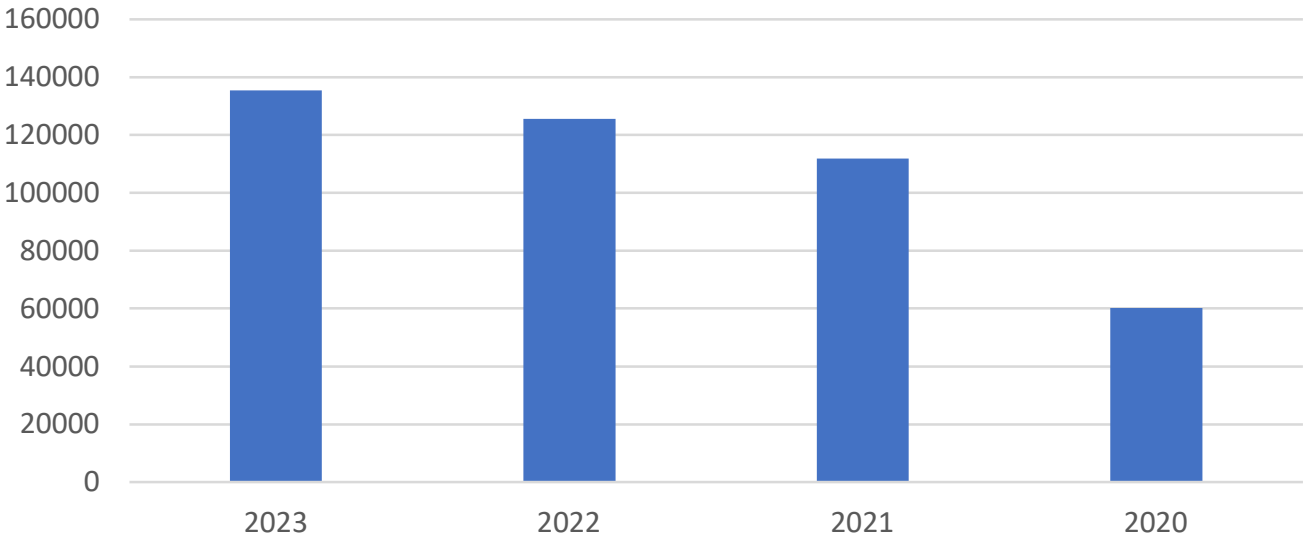
Revenues

	2022-2023 Annual Budget	January Revenue	Year to Date Revenue	Year to Date Percentage of Budget	Budget Remaining
SALES TAX 17.5% DEDICATED	963,530.00	83,300.07	605,144.62	62.80%	358,385.38
INTEREST REVENUE	701.00	0.00	373.28	53.25%	327.72
TRANSFER FROM GF	39,000.00	0.00	39,000.00	100.00%	0.00
GRANT REVENUE	691,000.00	0.00	80,000.00	11.58%	611,000.00
Total Revenue	1,694,231.00	83,300.07	724,517.90	42.76%	969,713.10

Expenses

	2022-2023 Annual Budget	January Expenses	Year to Date Expenses	Year to Date Percentage of Budget	Budget Remaining
Capital Projects					
CIP2003 CityHall ADACompliance	96,000.00	0.00	94,972.83	98.93%	1,027.17
FIRE DEPT OVERHEAD DOORS	62,000.00	0.00	61,399.06	99.03%	600.94
RIPPER PARK POOL	85,000.00	0.00	0.00	0.00%	85,000.00
CDBG GRANT MATCH	196,000.00	13,487.95	30,312.95	15.47%	165,687.05
ODOT SIDEWALK PROJECT	350,000.00	0.00	0.00	0.00%	350,000.00
PUBLIC WORKS BACKHOE	105,749.00	0.00	0.00	0.00%	105,749.00
REPLACE VFD IN PUMP ROOM	120,000.00	0.00	0.00	0.00%	120,000.00
31ST STREET LIFT STATION	200,000.00	0.00	0.00	0.00%	200,000.00
DOWNTOWN WATER LINES REPL	150,000.00	0.00	0.00	0.00%	150,000.00
FIRE TRUCK LEASE PAYMENT	85,000.00	0.00	85,000.00	100.00%	0.00
PW 55HP TRACTOR MOWER	47,000.00	0.00	0.00	0.00%	47,000.00
SANITATION PACKER TRUCK	275,000.00	0.00	0.00	0.00%	275,000.00
UNLEADED FUEL PUMP	8,512.00	0.00	8,512.00	100.00%	0.00
CITY HALL LIGHT REPLACEMENT	8,000.00	0.00	0.00	0.00%	8,000.00
PW ZTR MOWER	18,000.00	0.00	0.00	0.00%	18,000.00
PW GRANT MATCHES	25,000.00	0.00	0.00	0.00%	25,000.00
WATER DEPT TRUCK	39,000.00	0.00	38,387.00	98.43%	613.00
REPLACEMENT DUMPSTERS	26,000.00	0.00	19,135.00	73.60%	6,865.00
PW 1/2 TON TRUCK	35,000.00	0.00	0.00	0.00%	35,000.00
Total Capital Projects	1,931,261.00	13,487.95	337,718.84	17.49%	1,593,542.16
Revenues Over (under) Expenses	-237,030.00	69,812.12	386,799.06	-163.19%	-623,829.06

January Use Tax Deposits



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BETHANY PUBLIC WORKS AUTHORITY MEETING

BETHANY CITY HALL

TUESDAY, FEBRUARY 7, 2023

7:30 P.M.

MEMBERS PRESENT:	Nikki Lloyd	Chairman
	Brian Magirowsky	Vice-Chairman
	Steve Palmer	Trustee
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Kathy Larsen	Trustee
	Jeff Knapp	Trustee
	Matthew Goodwin	Trustee
	Amanda Sandoval	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Joe Davis	Teim Design
	Mike Fina	OK Municipal League
	Anne Elfrink	Elfrink and Associates
	Donald Thoreson (See Roster)	

Mayor Lloyd called the Bethany City Council meeting to order at 9:15 P.M.

ITEM NO. 1 on the agenda was **CONSENT DOCKET:**

- A. APPROVAL OF MINUTES FROM THE JANUARY 17, 2023
REGULAR MEETING.**

B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.

Motion was made by Trustee Palmer, seconded by Trustee Sandoval to approve the Consent Docket. Yes Votes: Sandoval, Larsen, Magirowsky, Powell, Goodwin, Palmer, Lloyd, McPhail, Knapp. No Votes: None. Motion passed.

ITEM NO. 2 on the agenda was **NEW BUSINESS (AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS "MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA")**.

None

ITEM NO. 3 on the agenda was **ADJOURN UNTIL FEBRUARY 21, 2023.**

Chairman Lloyd adjourned the Bethany Public Works meeting at 9:15 P.M. until February 21, 2023.

CHAIRMAN

SECRETARY

BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director
Date: February 16, 2023
Subject: Claims List for the 02/21/2023 Bethany Public Works Authority Meeting

BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$472,434.38
TOTAL	\$472,434.38

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$255,057.55
Bethany Public Works Authority	\$472,434.38
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
TOTAL	\$727,491.93

RECOMMENDATION

1. Approve the claims as presented.



P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
23-45042	10-3436	BANCFIRST	2013 Bond	2/2023	MAR 2023	75,833.35
23-46907	10-3788	OKLAHOMA WATER RESOURCES	BOLOAN PAYMENT	2/2023	MARCH 2023	142,231.55
DEPARTMENT TOTAL:						218,064.90
DEPARTMENT: 02.0		FINANCE				
23-46656	10-005702	TPS TECHNICAL PROGRAMMING	UTILITY BILLING	2/2023	111150,113905	2,221.21
23-45062	10-0596	FUZZELL'S BUSINESS	SHARP USAGE	2/2023	MM91507	17.20
DEPARTMENT TOTAL:						2,238.41
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	2/2023	JAN 1-31	452.15
23-46886	10-3331	RUCKER MECHANICAL, INC.	DX ISSUES WITH HVAC UNIT	2/2023	91293	111.25
DEPARTMENT TOTAL:						563.40
DEPARTMENT: 08.3		PUBLIC WORKS - SANIT				
23-46623	10-005350	FORCE PERSONNEL	TEMPHELPPORSANITATION	2/2023	2961,3020,3062,082	6,990.16
23-46690	10-005373	CARD SERVICES/PI	1 CASE OF GREEN TAGS	2/2023	108460	171.37
23-46768	10-005373	CARD SERVICES/PI	DRYERASEBOARDS&MARKERS,	2/2023	0361032	28.94
23-45171	10-005936	CONLAN TIRE CO., LLC	RECAPS FOR SANITATION	2/2023	551666	1,816.30
23-46725	10-005944	EXPRESS SERVICES, INC.	TEMP HELP FOR SANITATION	2/2023	28560323,28594010	1,719.13
23-46714	10-0202	WASTE CONNECTIONS, INC	3RD QUARTER 2023	2/2023	2824781V013	5,619.34
23-46855	10-1551	UNITED ENGINES, LLC	FUEL WATER SERPARATE #99	2/2023	4125012	1,741.40
23-46805	10-1622	WESTLAKE ACE HARDWARE	SCRAPER W/BLADES	2/2023	3503318	5.99
23-46843	10-1622	WESTLAKE ACE HARDWARE	BOLTS FOR DUMPSTER WHEELS	2/2023	3503329	31.39
23-46780	10-3081	PREMIER TRUCK/ATC FREIGHTLINE	W SEAT & DOOR HANDLE	2/2023	120691243,CM120691	21.44
23-46816	10-3081	PREMIER TRUCK/ATC FREIGHTLID	X&POSSIBLEREPAIRUNIT#99	2/2023	12086889	448.50
23-46892	10-3081	PREMIER TRUCK/ATC FREIGHTLIR	RADIATOR HOSE UNIT #98	2/2023	120693681	53.82
23-46713	10-4012	WASTE CONNECTIONS,INC	3RD QUARTER 2023	2/2023	29789	22,925.14
23-46848	10-4012	WASTE CONNECTIONS,INC	FREEDAYLANDFILL/JANUARY23	2/2023	29790	1,738.78
23-46715	10-4208	OKLAHOMA CITY TREASURY	3RD QUARTER 2023	2/2023	100123	869.00
DEPARTMENT TOTAL:						44,180.70

FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
23-46852	10-005373	CARD SERVICES/P1	TU-32-20DIESEL FUEL SYSTE	2/2023	9422640	48.49
DEPARTMENT TOTAL:						48.49
DEPARTMENT: 12.0 UTILITY - WATER PLANT						
23-46876	10-004996	GOODYEAR COMMERCIAL TIRE & TIRES FOR UNIT 23		2/2023	255-1026746	563.24
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	2/2023	JAN 1-31	632.95
23-46732	10-005373	CARD SERVICES/P1	FLOOR MATS & SEAT COVERS	2/2023	729805411	682.75
23-45493	10-005942	GREAT PLAINS CONSTRUCTION	LREMOVE/INSTALL VFD	2/2023	14647	2,711.89
23-46692	10-0091	BRENNTAG SOUTHWEST INC	1 TOTE OF AQUA AMMONIA	2/2023	BSW443194	1,011.75
23-46694	10-0091	BRENNTAG SOUTHWEST INC	4BBLS OF PHOSPHATE	2/2023	BSW443195	1,359.59
23-46767	10-0091	BRENNTAG SOUTHWEST INC	4200 GALLONS OF SOD HYPOC	2/2023	BSW444125	7,829.82
23-46901	10-0669	HACH COMPANY	REAGENTS	2/2023	13354597	218.28
23-45040	10-1063	OG&E	MONTHLY SVS	2/2023	20230207	16,313.65
23-46760	10-1066	OKLAHOMA CONTRACTOR'S SUPPL3	INCH SCHEDULE 80 PIPE	2/2023	0373272-IN	154.00
23-46704	10-2499	COUNCIL STAINLESS STEEL	NEW TAP FOR SLAKER TANK	2/2023	8637	200.00
23-46693	10-3042	ACCURATE ENVIRONMENTAL	SOC SAMPLING	2/2023	FA24009	1,890.00
23-46774	10-3919	MISSISSIPPI LIME	LIME	2/2023	1656799	8,545.99
23-46838	10-4223	TRADITIONAL MECHANICAL	REPAIR CO2 MACHINE	2/2023	23-46838	1,957.63
DEPARTMENT TOTAL:						44,071.54
DEPARTMENT: 12.1 UTILITY - WATER LINE						
23-46709	10-005350	FORCE PERSONNEL	UTILITY LINE	2/2023	73063	966.00
23-46768	10-005373	CARD SERVICES/P1	DRYERASEBOARDS&MARKERS,	2/2023	0361032	49.27
23-46887	10-0225	GENUINE PARTS	BELT TENSIONER SERPENTINE	2/2023	7092-027658	83.80
23-46549	10-1066	OKLAHOMA CONTRACTOR'S SUPPL6"	WATERLINE 26TH COLLEGE	2/2023	0373361-IN	1,250.00
23-46600	10-1066	OKLAHOMA CONTRACTOR'S SUPPLCURB	STOPS	2/2023	0373043-IN	2,514.00
23-46734	10-2530	IMPROVED CONSTRUCTION	METHOMARKING FLAGS & PAINT	2/2023	023329	320.00
23-46904	10-2660	ODEQ WATER QUALITY DIV	MARCUS HOOKS/WATERLICENSE	2/2023	OE4544361	62.00
23-45047	10-4090	AT&T MOBILITY	ON CALL- METER READERS	2/2023	JAN 02012023	225.76
DEPARTMENT TOTAL:						5,470.83

FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.2		UTILITY - SEWER				
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	2/2023	JAN 1-31	310.00
23-45040	10-1063	OG&E	MONTHLY SVS	2/2023	20230207	4,303.35
23-45083	10-1785	BETHANY-WARR ACRES PWA	JULY SEWER PROCESSING	2/2023	JAN 2023	106,348.37
23-46216	10-2557	CORE & MAIN LP	10IN/23IN LONG CHECK VALV	2/2023	S037444	6,500.00
23-46781	10-2828	UNITED RENTALS (NORTH AMERI	EMERGENCY RENTAL PUMP	2/2023	215557187-001	1,062.23
23-46765	10-3245	KRAPFF REYNOLDS CONST CO	SEWER LINE BREAK	2/2023	23028	900.00
23-45047	10-4090	AT&T MOBILITY	ON CALL- METER READERS	2/2023	JAN 02012023	39.59
DEPARTMENT TOTAL:						119,463.54
DEPARTMENT: 97.0		DEBT SERVICE				
23-45042	10-3436	BANCFIRST	2013 Bond	2/2023	MAR 2023	12,941.50
23-46907	10-3788	OKLAHOMA WATER RESOURCES	BOLOAN PAYMENT	2/2023	MARCH 2023	25,391.07
DEPARTMENT TOTAL:						38,332.57
FUND TOTAL:						472,434.38

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BETHANY HOSPITAL TRUST MEETING

BETHANY CITY HALL

TUESDAY, FEBRUARY 7, 2023

7:30 P.M.

MEMBERS PRESENT:	Nikki Lloyd	Chairman
	Brian Magirowsky	Vice-Chairman
	Steve Palmer	Trustee
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Kathy Larsen	Trustee
	Jeff Knapp	Trustee
	Matthew Goodwin	Trustee
	Amanda Sandoval	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Joe Davis	Teim Design
	Mike Fina	OK Municipal League
	Anne Elfrink	Elfrink and Associates
	Donald Thoreson (See Roster)	

Chairman Lloyd called the Bethany Hospital Trust meeting to order at 9:15 P.M.

ITEM NO. 1 on the agenda was **CONSENT DOCKET:**

- A. APPROVAL OF MINUTES FROM THE JANUARY 17, 2023
REGULAR MEETING.**

B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.

Motion was made by Trustee Palmer, seconded by Trustee Sandoval to approve the Consent Docket. Yes Votes: Magirowsky, Goodwin, Sandoval, Larsen, Powell, Lloyd, McPhail, Knapp, Palmer. No votes: None. Motion passed.

ITEM NO. 2 on the agenda was **NEW BUSINESS (AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS "MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA")**.

None

ITEM NO. 3 on the agenda was **ADJOURN UNTIL FEBRUARY 21, 2023.**

Chairman Lloyd adjourned the Bethany Hospital Trust meeting at 9:16 P.M. until February 21, 2023.

CHAIRMAN

SECRETARY

BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director
Date: February 16, 2023
Subject: Claims List for the 02/21/2023 Bethany Hospital Trust Meeting

BETHANY HOSPITAL TRUST

FUND	AMOUNT
Bethany Hospital Trust	\$0.00
TOTAL	\$0.00

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$255,057.55
Bethany Public Works Authority	\$472,434.38
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
TOTAL	\$727,491.93

RECOMMENDATION

1. Approve the claims as presented.



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BETHANY DEVELOPMENT AUTHORITY

BETHANY CITY HALL

TUESDAY, FEBRUARY 7, 2023

7:30 P.M.

MEMBERS PRESENT:	Nikki Lloyd	Chairman
	Brian Magirowsky	Vice-Chairman
	Steve Palmer	Trustee
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Kathy Larsen	Trustee
	Jeff Knapp	Trustee
	Matthew Goodwin	Trustee
	Amanda Sandoval	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Joe Davis	Teim Design
	Mike Fina	OK Municipal League
	Anne Elfrink	Elfrink and Associates
	Donald Thoreson (See Roster)	

Chairman Lloyd called the Bethany Development Authority meeting to order at 9:16 P.M.

ITEM NO. 1 on the agenda was **CONSENT DOCKET:**

- A. APPROVAL OF MINUTES FROM THE JANUARY 17, 2023
REGULAR MEETING.**

B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.

Motion was made by Trustee Palmer, seconded by Trustee Goodwin to approve the Consent Docket. Yes votes: Knapp, Larsen, Palmer, Lloyd, Sandoval, Goodwin, McPhail, Powell, Magirowsky. No votes: None. Motion passed.

ITEM NO. 2 on the agenda was **NEW BUSINESS (AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS "MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA")**.

None

ITEM NO. 3 on the agenda was **ADJOURN UNTIL FEBRUARY 21, 2023.**

Chairman Lloyd adjourned the Bethany Development Authority meeting at 9:16 P.M. until February 21, 2023.

CHAIRMAN

SECRETARY

BETHANY DEVELOPMENT AUTHORITY

From: Michael Vaughn, Finance Director
Date: February 16, 2023
Subject: Claims List for the 02/21/2023 Bethany Development Authority Meeting

BETHANY DEVELOPMENT AUTHORITY

FUND	AMOUNT
Bethany Development Authority	\$0.00
TOTAL	\$0.00

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$255,057.55
Bethany Public Works Authority	\$472,434.38
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
TOTAL	\$727,491.93

RECOMMENDATION

1. Approve the claims as presented.

